



**New Brighton City Council
Business Meeting Agenda
New Brighton City Hall | Council Chambers
803 Old Highway 8 NW Council Chambers, New Brighton, MN 55112
6:30 PM August 12, 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. July 28, 2026 City Council Meeting Minutes
 - b. July 28, 2026 City Council Work Session Minutes
3. Authorize staff to enter into agreement with Reach for Resources for inclusion services in Parks and Recreation programs
4. Authorize Staff to Enter Into Professional Services Agreement with WSB, Inc for Vermont Park Final Design
5. Authorize Execution of the Minnesota Department of Minnesota Outdoor Recreation Grant Agreement for Vermont Park Redevelopment
6. Consider Resolution Authorizing Execution of Agreement with Minnesota Office of Justice Programs for Crisis Response Grant and Professional Services Agreement with Northeast Youth & Family Services
7. Adopt the Pilot Grant Funded Low-Income Tree Removal Assistance Program.
8. Consider Application for Solicitor's License for Renewal By Andersen.

VII. Public Hearings

VIII. Council Business

1. Consider Resolution to Increase the Benefit Level for Firefighters in the Statewide Volunteer Firefighter (SVF) Plan

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:	August 12, 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"> <tr> <td>EFT:</td><td>\$647,276.67</td></tr> <tr> <td>ACH:</td><td>\$395,111.06</td></tr> <tr> <td>Check:</td><td>\$108,386.65</td></tr> <tr> <td>Total:</td><td>\$1,150,774.38</td></tr> </table>	EFT:	\$647,276.67	ACH:	\$395,111.06	Check:	\$108,386.65	Total:	\$1,150,774.38
EFT:	\$647,276.67								
ACH:	\$395,111.06								
Check:	\$108,386.65								
Total:	\$1,150,774.38								

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 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 \$1,150,774.38</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.	08-12-26 VI_1 APPROVAL OF PAYMENTS

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 06 JUNE	13.14
07/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 06 JUNE	26.29
07/15/2026	VANCO PAYMENT SOLUTIONS	MONTHLY VANCO FEES 2026 06 JUNE	26.29
			65.72
07/20/2026	ALERUS RETIREMENT & BENEFITS-EFT	COBRA FEES JUNE	30.00
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	39.81
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	11,395.77
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	2,309.30
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	65.14
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	264.16
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	41.13
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	577.86
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	273.87
07/13/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/15-6/10/26	814.79
			15,781.83
07/13/2026	XCEL ENERGY	500 13TH AVE NW 05/17-6/16/26	99.43
07/13/2026	XCEL ENERGY	PARKS 5/17-6/16/26	2,855.56
07/13/2026	XCEL ENERGY	PARKS 5/17-6/16/26	85.93
			2,941.49
07/13/2026	XCEL ENERGY	CITY HALL/PSB 05/17-6/16/26	3,137.15
07/13/2026	XCEL ENERGY	CITY HALL/PSB 05/17-6/16/26	877.28
07/13/2026	XCEL ENERGY	CITY HALL/PSB 05/17-6/16/26	4,758.03
07/13/2026	XCEL ENERGY	CITY HALL/PSB 05/17-6/16/26	1,112.12
			9,884.58
07/20/2026	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 5/14-06/10/26	136.48
07/20/2026	XCEL ENERGY	OLD HWY 8 STREET LIGHTS AND MAINT GARAGE GAS 5/14-06/10/26	130.26
			266.74
07/20/2026	XCEL ENERGY	STREETLIGHTS 06/03-07/02/26	11,018.68
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	20,480.32
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
07/20/2026	XCEL ENERGY	WELLS & LIFT STATIONS 5/17-6/16/26	0.00
			20,480.32
07/23/2026	MN DCP	Remittance Check	1,825.00
07/24/2026	MN CHILD SUPPORT	Remittance Check	308.72
07/22/2026	EFTPS	Remittance Check	49,126.47
07/22/2026	EFTPS	Remittance Check	22,701.07
07/22/2026	EFTPS	Remittance Check	22,701.07
07/22/2026	EFTPS	Remittance Check	7,550.37
07/22/2026	EFTPS	Remittance Check	7,550.37
			109,629.35
07/22/2026	STATE TAXES	Remittance Check	21,591.22
07/27/2026	HSA	Remittance Check	8,548.81
07/24/2026	MISSIONSQUARE	Remittance Check	13,884.19

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/24/2026	MISSIONSQUARE	Remittance Check	267.86
07/24/2026	MISSIONSQUARE	Remittance Check	2,882.00
			17,034.05
07/24/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	2,890.73
07/24/2026	ROTH IRA	Remittance Check	2,518.30
07/23/2026	PERA	Remittance Check	20,978.71
07/23/2026	PERA	Remittance Check	20,978.71
07/23/2026	PERA	Remittance Check	18,544.85
07/23/2026	PERA	Remittance Check	27,817.29
07/23/2026	PERA	Remittance Check	3,227.56
			91,547.12
07/24/2026	MN UC FUND	UNEMPLOYMENT 2ND QTR 2026	193.17
07/24/2026	MN UC FUND	UNEMPLOYMENT 2ND QTR 2026	6,582.36
			6,775.53
07/27/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	(0.09)
07/27/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	4,230.20
07/27/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	4,230.20
			8,460.31
07/28/2026	ALERUS RETIREMENT & BENEFITS-EFT	HSA SERVICE FEE COVERED BY CITY JULY	356.00
07/28/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	4,285.02
07/28/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	4,285.02
07/28/2026	METROPOLITAN LIFE INSURANCE COMPANY	MN PAID LEAVE MONTHLY PREMIUM	(0.06)
			8,569.98
07/29/2026	AFLAC	AFLAC JULY	3,653.36
07/11/2026	24HOUR WRISTBANDS.COM - CC	STAY AND LOOK WHEN YOU COOK WRISTBANDS FOR FIRE PREVENTION EVENTS	637.00
07/11/2026	24HOUR WRISTBANDS.COM - CC	STAY AND LOOK WHEN YOU COOK WRISTBANDS FOR FIRE PREVENTION EVENTS	47.01
07/11/2026	24HOUR WRISTBANDS.COM - CC	SALES TAX REFUND FOR FIRE PREVENTION LOOK WHEN YOU COOK BRACLETS	(47.01)
			637.00
07/11/2026	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	352.39
07/11/2026	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	1,090.26
07/11/2026	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	1,945.79
07/11/2026	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	523.60
07/11/2026	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	1,090.26
07/11/2026	Ace Waste-cc	JULY WASTE DISPOSAL SERVICES	530.49
			5,532.79
07/11/2026	ALL SAFE INDUSTRIES INC - CC	FLUORINE, POTASSIUM TEST PAPERS, REPLACEMENT PID SENSOR/COMBUSTIBLE SENSOR 02 SENSOR HAZMAT - UASI DRAGER CHEMICAL DETECTION TUBES, CHEMICAL TEST CARD,	3,147.45
07/11/2026	ALL SAFE INDUSTRIES INC - CC	10/6EV PID LAMP - UASI GRANT	751.94
			3,899.39
07/11/2026	ALLSTREAM - CC	HOSTED PHONE SYSTEM	3,609.56
07/11/2026	ALTA - CC	RETIREMENT AMBASSADOR - MSINGER	131.95
07/11/2026	AMAZON WEB SERVICES - CC	HOSTED WEB SERVICES	35.22
07/11/2026	AMAZON.COM-cc	FLASH DRIVES, DVD PLAYER, STROAGE BINS	156.37
07/11/2026	AMAZON.COM-cc	HDMI ADAPTER AND CORDS	37.67
07/11/2026	AMAZON.COM-cc	2026 PASSPORT CABINET LOCK REPLACEMENT/ FILE HOLDER	34.94
07/11/2026	AMAZON.COM-cc	RAZOR BLADES SHOP	13.98
07/11/2026	AMAZON.COM-cc	MAGIC ERASERS & FUNNEL FOR GRANT	24.36

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	AMAZON.COM-cc	SCANNER	340.00
07/11/2026	AMAZON.COM-cc	GRAFFITI REMOVAL	117.84
07/11/2026	AMAZON.COM-cc	RAIN GAUGE	28.98
07/11/2026	AMAZON.COM-cc	POLICE LINE TAPE	120.10
07/11/2026	AMAZON.COM-cc	POLICE LINE TAPE	120.10
07/11/2026	AMAZON.COM-cc	FORESTY SUPPLIES / SAFETY EQUIPMENT	931.90
07/11/2026	AMAZON.COM-cc	MEDALS FOR JR TOURNAMENT	63.39
07/11/2026	AMAZON.COM-cc	MEDALS FOR JR TOURNAMENT	20.71
07/11/2026	AMAZON.COM-cc	FIRE EXTINGUISHER SIGNS FOR CITY HALL	1.88
07/11/2026	AMAZON.COM-cc	FIRE EXTINGUISHER SIGNS FOR CITY HALL	22.49
07/11/2026	AMAZON.COM-cc	EN ZIP TIES	683.95
07/11/2026	AMAZON.COM-cc	OFFICE SUPPLIES	69.98
07/11/2026	AMAZON.COM-cc	OFFICE SUPPLIES	418.04
07/11/2026	AMAZON.COM-cc	OFFICE SUPPLIES	193.88
07/11/2026	AMAZON.COM-cc	OFFICE SUPPLIES	9.39
07/11/2026	AMAZON.COM-cc	LAMINATING FILM FOR LARGE FORMAT LAMINATOR	124.71
07/11/2026	AMAZON.COM-cc	RUBBER RAMPS FOR POWER CORDS (STOCKYARD DAYS)	25.44
07/11/2026	AMAZON.COM-cc	RUBBER RAMPS FOR POWER CORDS (STOCKYARD DAYS)	304.10
		SCOTCH TAPE FOR EVIDENCE ROOM, OFFICE SUPPLIES, SHUT OFF	
07/11/2026	AMAZON.COM-cc	VALVE FOR GAS EQUIPMENT	51.61
07/11/2026	AMAZON.COM-cc	ANTIMICROBIAL HAND SOAP	54.86
07/11/2026	AMAZON.COM-cc	VOLLEYBALL LEAGUE SCOREBOARD ITEMS	38.98
		AIR WEDGE BAG BUMP, OUR 40MM LESS LETHAL FLASHLIGHTS	
07/11/2026	AMAZON.COM-cc	BATTERY DOOR	48.91
07/11/2026	AMAZON.COM-cc	OFFICE HOOKS	26.40
07/11/2026	AMAZON.COM-cc	RADIO AND EAR PIECE FOR RESERVES	167.27
07/11/2026	AMAZON.COM-cc	SAFETY FAIR SUPPLIES	47.66
07/11/2026	AMAZON.COM-cc	EDVENTURES SUPPLIES AND PARK DISCOVERY SUPPLIES	58.91
07/11/2026	AMAZON.COM-cc	EDVENTURES SUPPLIES AND PARK DISCOVERY SUPPLIES	6.99
07/11/2026	AMAZON.COM-cc	EDVENTURES SUPPLIES	65.91
07/11/2026	AMAZON.COM-cc	EDVENTURES SUPPLIES	98.48
07/11/2026	AMAZON.COM-cc	NOTEPADS AND PHONE CHARGERS FOR DETECTIVES	31.79
07/11/2026	AMAZON.COM-cc	EDVENTURES SUPPLIES	54.86
07/11/2026	AMAZON.COM-cc	EDVENTURES FIRST AID SUPPLIES	17.08
07/11/2026	AMAZON.COM-cc	DISINFECTING WIPES	33.93
07/11/2026	AMAZON.COM-cc	BLACK INK PENS FOR CITY HALL	26.07
07/11/2026	AMAZON.COM-cc	HORIZONTAL WALL MOUNTS	34.53
07/11/2026	AMAZON.COM-cc	COPY PAPER FOR LICENSE BUREAU	230.34
07/11/2026	AMAZON.COM-cc	BLACK TONER CARTRIDGE FOR LICENSE BUREAU	198.00
07/11/2026	AMAZON.COM-cc	NBCC COFFEE SUPPLIES	61.78
07/11/2026	AMAZON.COM-cc	NBCC BREAK ROOM FURNITURE	248.41
07/11/2026	AMAZON.COM-cc	TRUCK TOOLS	141.87
07/11/2026	AMAZON.COM-cc	PVC BALL VALVE PARKS WATER TANK	28.98
07/11/2026	AMAZON.COM-cc	#0517 AIR HORN SOLENOID	70.55
07/11/2026	AMAZON.COM-cc	7 PIN TRAILOR CONNECTOR SHOP	36.95
07/11/2026	AMAZON.COM-cc	CLOROX WIPES/BEARINGS	41.98
07/11/2026	AMAZON.COM-cc	#053 TRAILER WINCH	36.08
07/11/2026	AMAZON.COM-cc	#2013 2 PIN CONNECTOR	18.55
07/11/2026	AMAZON.COM-cc	POSTCARDS FOR DCAD MAILINGS	22.77
07/11/2026	AMAZON.COM-cc	CART FOR FLYERS AND SUPPLIES FOR COMMUNITY EVENTS	49.99
07/11/2026	AMAZON.COM-cc	STAINLESS STEEL BALL VALVES	71.19
07/11/2026	AMAZON.COM-cc	NEW WHITE BOARD FOR PLANT	45.88
07/11/2026	AMAZON.COM-cc	TIRE PATCH SHOP STOCK	16.48
07/11/2026	AMAZON.COM-cc	RUBBER MAT SHOP STOCK	22.98
07/11/2026	AMAZON.COM-cc	ELECTRICAL TAPE SHOP STOCK	61.97
07/11/2026	AMAZON.COM-cc	BREAK AWAY CABLE FOR TRAILERS SHOP STOCK	12.94
07/11/2026	AMAZON.COM-cc	7 PIN CONNECTOR TESTER SHOP TOOL	18.53
07/11/2026	AMAZON.COM-cc	SPECIAL EVENT BIN	72.79
07/11/2026	AMAZON.COM-cc	SPECIAL EVENT BIN	82.97
07/11/2026	AMAZON.COM-cc	PHONE CASES	25.99

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	AMAZON.COM-cc	PHONE CASES	20.94
07/11/2026	AMAZON.COM-cc	RUGGED REPLACEMENT PHONE CASE	53.94
07/11/2026	AMAZON.COM-cc	PHONE CASE AND SCREEN & CAMERA PROTECTORS	65.97
07/11/2026	AMAZON.COM-cc	SPECIAL EVENT BIN REFUND	(59.81)
07/11/2026	AMAZON.COM-cc	PHONE CASE REFUND	(20.94)
			6,406.51
07/11/2026	AMERICAN RED CROSS - CC	5 CPR CERTIFICATIONS	210.00
07/11/2026	AMERICAN RED CROSS - CC	CPR TRAINING MANUAL	59.45
07/11/2026	AMERICAN RED CROSS - CC	CPR TRAINING MANUAL	4.98
07/11/2026	AMERICAN RED CROSS - CC	CPR TRAINING SUPPLIES	81.94
07/11/2026	AMERICAN RED CROSS - CC	CPR TRAINING SUPPLIES	6.86
07/11/2026	AMERICAN RED CROSS - CC	LIFEGUARD CERTIFICATIONS RED CROSS FEES	480.00
			843.23
07/11/2026	ANDOVER CINEMA - CC	EDVENTURES FIELD TRIP ADMISSION	486.60
07/11/2026	APPLE SPICE - CC	INTERVIEW PANEL LUNCH - POLICE	140.00
07/11/2026	Aspen Mills-cc	J. COOK RESERVE UNIFORM	334.80
07/11/2026	Aspen Mills-cc	J. BERGER SHIRTS	41.66
			376.46
07/11/2026	ASSOC OF MN EMERGENCY MGERS - CC	AMEM ANNUAL MEMBERSHIP DUE	100.00
07/11/2026	ASSOC OF MN EMERGENCY MGERS - CC	T. HAMDORF AMEM ANNUAL CONFERENCE	250.00
07/11/2026	ASSOC OF MN EMERGENCY MGERS - CC	M. SCHUTE AMEM ANNUAL CONFERENCE	250.00
07/11/2026	ASSOC OF MN EMERGENCY MGERS - CC	C. PRASEK AMEM ANNUAL CONFERENCE	250.00
			850.00
07/11/2026	ASTLEFORD INTERNATIONAL-cc	#005 SERP BELT	38.56
07/11/2026	ATLASSIAN - CC	HOSTED KNOWLEDGBASE	10.00
07/11/2026	B & H PHOTO - CC	THERMAL BINOCULARS FOR HAZMAT - UASI GRANT	2,990.00
07/11/2026	BANNERBUZZ - CC	GOLF BANNER AND PARK DISCOVERY SIGNS	130.74
07/11/2026	BANNERBUZZ - CC	GOLF BANNER AND PARK DISCOVERY SIGNS	10.95
07/11/2026	BANNERBUZZ - CC	PARK DISCOVERY YARD SIGN	64.47
07/11/2026	BANNERBUZZ - CC	PARK DISCOVERY YARD SIGN	5.40
07/11/2026	BANNERBUZZ - CC	PARK DISCOVERY SIGNS	64.47
07/11/2026	BANNERBUZZ - CC	PARK DISCOVERY SIGNS	5.40
			281.43
07/11/2026	Batteries Plus-cc	#2009 BATTERY	155.95
07/11/2026	BEACH'S LONG LAKE SERVICE - CC	#2009 PROPANE	36.85
07/11/2026	BEISSWENGERS HARDWARE-cc	CLEANING SUPPLIES FOR HANSEN	73.55
		CHAIN FOR NEW BOUY @ LONG LAKE / SIMPLE GREEN TO CLEAN	
07/11/2026	BEISSWENGERS HARDWARE-cc	SHELTERS	115.81
07/11/2026	BEISSWENGERS HARDWARE-cc	POTTING SOIL FOR NEW PLANTERS AT HANSEN WEST	157.89
07/11/2026	BEISSWENGERS HARDWARE-cc	#1602 TOOLS	111.46
07/11/2026	BEISSWENGERS HARDWARE-cc	STEVES FENCE COUNTY RD E	2.51
07/11/2026	BEISSWENGERS HARDWARE-cc	STEVES FENCE COUNTY RD E	29.98
07/11/2026	BEISSWENGERS HARDWARE-cc	LAKE DIANE PUMP	71.52
07/11/2026	BEISSWENGERS HARDWARE-cc	LAKE DIANE PUMP	47.29
07/11/2026	BEISSWENGERS HARDWARE-cc	PAINTING SUPPLIES	34.54
07/11/2026	BEISSWENGERS HARDWARE-cc	TORCH FOR STREETS	74.99
07/11/2026	BEISSWENGERS HARDWARE-cc	BOLTS SHOP	9.16
07/11/2026	BEISSWENGERS HARDWARE-cc	BOLTS SHOP	8.07
07/11/2026	BEISSWENGERS HARDWARE-cc	MOUNTING FOR WHITE BOARD	4.99
07/11/2026	BEISSWENGERS HARDWARE-cc	BRUSHES FOR CLEANING	11.98
07/11/2026	BEISSWENGERS HARDWARE-cc	WEED KILLER	43.98
07/11/2026	BEISSWENGERS HARDWARE-cc	WEED KILLER	65.97
07/11/2026	BEISSWENGERS HARDWARE-cc	#2516 HARDWARE (NUTS & BOLTS)	7.98

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
			871.67
07/11/2026	BOATERS OUTLET - CC	NO WAKE BUOY STICKERS	139.98
07/11/2026	BREEZY POINT RESORT - CC	LODGINIG FOR AMEM CONFERENCE T. HAMDORF	765.00
07/11/2026	CARHARTT RETAIL - CC	PANTS- MATT	195.46
07/11/2026	CDW GOVERNMENT-cc	NEW NAS	9,654.64
07/11/2026	CDW GOVERNMENT-cc	REPLACEMENT COMPUTER	809.34
07/11/2026	CDW GOVERNMENT-cc	NEW LAPTOPS	6,431.25
07/11/2026	CDW GOVERNMENT-cc	EXTENDED WARRANTY FOR NEW REPLACEMENT PC	165.14
07/11/2026	CDW GOVERNMENT-cc	REPLACEMENT PRINTERS AND NEW NAS RAILKIT	112.75
07/11/2026	CDW GOVERNMENT-cc	REPLACEMENT PRINTERS AND NEW NAS RAILKIT	1,617.36
07/11/2026	CDW GOVERNMENT-cc	WIRELESS STREAMING ADAPTER	27.82
07/11/2026	CDW GOVERNMENT-cc	REPLACEMENT PRINTER	278.16
07/11/2026	CDW GOVERNMENT-cc	RAILKIT FOR NEW NAS	123.18
07/11/2026	CDW GOVERNMENT-cc	NAS RAIL KIT	112.75
07/11/2026	CDW GOVERNMENT-cc	NAS RAIL KIT RETURN	(112.75)
			19,219.64
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	258.64
07/11/2026	CENTURYLINK - CC	INTERNET SERVICE	801.19
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	193.98
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	69.83
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	64.66
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	139.66
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	193.98
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	64.66
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	452.62
07/11/2026	CENTURYLINK - CC	PHONE SERVICE	64.66
			2,303.88
07/11/2026	CERES ENVIRONMENTAL - CC	PLAYGROUND WOOD CHIPS	2,450.00
07/11/2026	CERTIFIED LABORATORIES-cc	SHOP SUPPLIES SHOP STOCK	464.20
07/11/2026	Chet's Shoes-cc	SAFETY SHOES FOR CHARLIE RAMACHER	106.25
07/11/2026	Chet's Shoes-cc	NEW BOOTS- GEORGE OLSON	113.05
			219.30
07/11/2026	CHEWY.COM - CC	DOG FOOD FOR K9 TATER	71.02
07/11/2026	CINTAS - CC	MATS & SUPPLIES	452.80
07/11/2026	CINTAS - CC	MATS & SUPPLIES	452.80
07/11/2026	CINTAS - CC	NBCC MAT CLEANING	574.64
07/11/2026	CINTAS - CC	NBCC MAT CLEANING	574.64
			2,054.88
07/11/2026	COLLINS ELECTRICAL + TECHNOLOGY -CC	FIBER LOCATE FOR HANSEN PARK	422.30
07/11/2026	COMCAST CABLE-cc	CABLE TV	150.08
07/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	130.66
07/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	120.24
07/11/2026	COMCAST CABLE-cc	PHONE SERVICE	106.69
07/11/2026	COMCAST CABLE-cc	PHONE SERVICE	85.34
07/11/2026	COMCAST CABLE-cc	PHONE SERVICE	85.34
07/11/2026	COMCAST CABLE-cc	PHONE SERVICE	172.77
07/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	130.66
07/11/2026	COMCAST CABLE-cc	INTERNET SERVICE	180.98
07/11/2026	COMCAST CABLE-cc	NBCC FITNESS CENTER CABLE TV	130.70
			1,293.46
07/11/2026	CONSTANT CONTACT - CC	CONSTANT CONTACT PREPAY SUBSCRIPTION	988.80
07/11/2026	CORE & MAIN - CC	6 HYDRANTS FOR 26-1 STREET REHAB AND SILVER LAKE RD & 5TH ST NW HYDRANTS	4,523.78

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	CORE & MAIN - CC	6 HYDRANTS FOR 26-1 STREET REHAB AND SILVER LAKE RD & 5TH ST NW HYDRANTS	26,888.73
			31,412.51
07/11/2026	CORE & MAIN - CC	26-1 STREET REHAB WATERMAIN MATERIALS	38,095.96
07/11/2026	CORE & MAIN - CC	8 3/4" H2O METERS	1,516.50
07/11/2026	CORE & MAIN - CC	SOCKET FOR VALVE BOXES	1,215.24
			40,827.70
07/11/2026	COSTCO WHOLESALE-CC	CANDY, H2O FOR RESALE	468.04
07/11/2026	COSTCO WHOLESALE-CC	SENIOR LEAGUE BRUNCH SUPPLIES	83.67
07/11/2026	COSTCO WHOLESALE-CC	HOT DOG CART SUPPLIES FOR COMMUNITY EVENTS	25.98
07/11/2026	COSTCO WHOLESALE-CC	HOT DOG CART SUPPLIES FOR COMMUNITY EVENTS	2.34
07/11/2026	COSTCO WHOLESALE-CC	SAFETY FAIR SUPPLIES	152.67
07/11/2026	COSTCO WHOLESALE-CC	EDVENTURES SNACKS	345.92
07/11/2026	COSTCO WHOLESALE-CC	EDVENTURES SUPPLIES	534.99
07/11/2026	COSTCO WHOLESALE-CC	EDVENTURES SUNSCREEN	196.38
07/11/2026	COSTCO WHOLESALE-CC	EDVENTURES SUNSCREEN	16.41
07/11/2026	COSTCO WHOLESALE-CC	SODAS FOR RESALE	18.49
07/11/2026	COSTCO WHOLESALE-CC	MEMBERSHIP RENEWAL MSD & RESALE ITEMS	65.00
07/11/2026	COSTCO WHOLESALE-CC	MEMBERSHIP RENEWAL MSD & RESALE ITEMS	1.55
07/11/2026	COSTCO WHOLESALE-CC	MEMBERSHIP RENEWAL MSD & RESALE ITEMS	18.49
07/11/2026	COSTCO WHOLESALE-CC	SAFETY FAIR SUPPLIES AND SENIOR ROOMS SUPPLIES	247.35
07/11/2026	COSTCO WHOLESALE-CC	SAFETY FAIR SUPPLIES AND SENIOR ROOMS SUPPLIES	22.48
07/11/2026	COSTCO WHOLESALE-CC	RETURN	(18.49)
07/11/2026	COSTCO WHOLESALE-CC	RETURN	(1.55)
			2,179.72
07/11/2026	CUB FOODS-cc	H2O RESALE	9.00
07/11/2026	CUB FOODS-cc	H2O, CANDY FOR RESALE	24.47
07/11/2026	CUB FOODS-cc	H2O, CANDY FOR RESALE	1.59
07/11/2026	CUB FOODS-cc	H2O, CANDY FOR RESALE	5.32
07/11/2026	CUB FOODS-cc	H2O, CANDY FOR RESALE	25.97
07/11/2026	CUB FOODS-cc	H2O, CANDY FOR RESALE	1.09
07/11/2026	CUB FOODS-cc	H2O, CANDY FOR RESALE	15.68
07/11/2026	CUB FOODS-cc	HOT DOG SUPPLIES FOR COMMUNITY EVENTS	62.99
07/11/2026	CUB FOODS-cc	HOT DOG SUPPLIES FOR COMMUNITY EVENTS	5.27
07/11/2026	CUB FOODS-cc	DONUTS FOR COFFEE WITH A COP	23.96
07/11/2026	CUB FOODS-cc	BATTERIES FOR GOLF EQUIPMENT	5.95
07/11/2026	CUB FOODS-cc	EDVENTURES SUPPLIES	26.94
07/11/2026	CUB FOODS-cc	PARKS DISCOVERY SUPPLIES	13.75
07/11/2026	CUB FOODS-cc	BOOK CLUB SUPPLIES	21.28
07/11/2026	CUB FOODS-cc	BREAKFAST AND BINGO DONUTS	115.99
			359.25
07/11/2026	CUMMINS SALES AND SERVICE - CC	#1604 SERVICE CALL	2,710.44
07/11/2026	CUMMINS SALES AND SERVICE - CC	#1604 SERVICE CALL	166.44
			2,876.88
07/11/2026	CUTTER SALES - CC	#1414 V-BELTS	192.53
07/11/2026	DALCO ENTERPRISES, INC-cc	REPAIR SCRUBBER FOR LOWER STATION	155.60
07/11/2026	DASH MEDICAL - CC	NITRILE GLOVES FOR OFFICERS	309.36
07/11/2026	DELTA AIR-cc	NRPA CONFERENCE AIRFARE	576.79
07/11/2026	DELTA AIR-cc	GFOA BAGGAGE FEE - FOSCHI	35.00
07/11/2026	DELTA AIR-cc	NRPA AIRFARE - KELLY	706.79
07/11/2026	DELTA AIR-cc	NRPA AIRFARE - KELLY (CHEAPER FLIGHT)	636.80
07/11/2026	DELTA AIR-cc	NRPA AIRFARE REFUND - KELLY	(706.79)
			1,248.59

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - MONTHLY CHARGES	1.91
07/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - MONTHLY CHARGES	3.00
07/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - MONTHLY CHARGES	6.45
07/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - MONTHLY CHARGES	6.30
07/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2504	5.39
07/11/2026	DIRTROAD APP - CC	NBPR EV CHARGE - VEHICLE 2504	3.00
07/11/2026	DIRTROAD APP - CC	NBPR ELECTRIC VEHICLE CHARGE - VEHICLE 2506	3.50
07/11/2026	DIRTROAD APP - CC	NBPR ELECTRIC VEHICLE CHARGE - VEHICLE 2506	3.00
07/11/2026	DIRTROAD APP - CC	NBPR ELECTRIC VEHICLE CHARGE - VEHICLE 2506	4.07
			36.62
07/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE	4.91
07/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE	3.00
07/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE	3.06
07/11/2026	DIRTROAD APP - CC	ELECTRIC VEHICLE	4.38
07/11/2026	DIRTROAD APP - CC	EV CHARGE	5.15
07/11/2026	DIRTROAD APP - CC	EV CHARGE	2.73
07/11/2026	DIRTROAD APP - CC	EV MONTHLY SUBSCRIPTION	3.00
			26.23
07/11/2026	DODGE NATURE CENTER - CC	EDVENTURES PROGRAM FEES	225.00
07/11/2026	DOLLAR TREE-cc	SENIOR PROGRAM THEMED DECORATIONS	16.50
07/11/2026	DOLLAR TREE-cc	SENIOR PROGRAM THEMED DECORATIONS	1.38
07/11/2026	DOLLAR TREE-cc	EDVENTURES SUPPLIES	5.50
			23.38
07/11/2026	DULUTH TRADING COMPANY - CC	PANTS- JIM	205.36
		SKETCH PLAN FOR CLIENT'R REVIEW FOR POTENTIAL LAND	
		SUBDIVISION	396.00
07/11/2026	E.G. RUD & SONS INC - CC	ID CARDS FOR COMMUNITY CENTER GYM MEMBERSHIPS	4,890.00
07/11/2026	EASYBADGES LLC - CC	NBCC SECURITY ALARM REPAIRS	410.00
07/11/2026	ELECTRO WATCHMAN INC-cc	TRAINING FOR HALLIE GREEN CORPS GIS	295.00
07/11/2026	ESRI - CC	HANSEN PARK BUILDING DEDICATION PLAQUE DEPOSIT	164.75
07/11/2026	FASTSIGNS - CC	LIGHT FOR US FLAG @ 10TH ST & OLD 8	16.81
07/11/2026	FEDERAL FLAGS - CC	LIGHT FOR US FLAG @ 10TH ST & OLD 8	238.90
			255.71
07/11/2026	FILINI RESTAURANT	GFOA LUNCH 6/27 - FOSCHI	24.12
07/11/2026	FIRSTNET / AT&T - CC	PUBLIC SAFETY PHONE BILL MAY 2026	3,094.93
07/11/2026	FIRSTNET / AT&T - CC	CELLULAR SERVICE	3,541.42
			6,636.35
07/11/2026	FLEET FARM - CC	RAILROAD GATE	35.44
07/11/2026	FLEET FARM - CC	RAILROAD GATE	449.99
			485.43
07/11/2026	FORESTRY SUPPLIERS, INC - CC	FORESTRY SUPPLIES	132.18
07/11/2026	FS.COM INC - CC	PATCH CORDS	67.20
07/11/2026	FS.COM INC - CC	PATCH CORDS AND DAC CABLES	158.80
			226.00
07/11/2026	FULL SLATE - CC	2026 JULY APPOINTMENT SCHEDULER SUBSCRIPTION	51.95
07/11/2026	GALLS-cc	FIELD PAINT	225.00
07/11/2026	GFOA - CC	CERTIFICATE OF ACHIEVEMENT REVIEW 2025	590.00
07/11/2026	GIFTOGRAM - CC	JUNE 2026 ANNIVERSARIES	60.00
07/11/2026	GIFTOGRAM - CC	JUNE 2026 ANNIVERSARIES	60.00
			120.00
07/11/2026	GIORDANO'S -CC	GFOA DINNER 6/26 - FOSCHI	26.12

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	Grainger-cc	VEHICLE LOTO EQUIPMENT	106.61
07/11/2026	Grainger-cc	FAN CORDS & NO EXIT SIGN	34.92
07/11/2026	Grainger-cc	FAN CORDS & NO EXIT SIGN	10.38
07/11/2026	Grainger-cc	REFILL FIRST AID KIT APPARATUS BAY	124.06
07/11/2026	Grainger-cc	SHOVEL HOLDER FOR PATCH TRUCK	55.47
07/11/2026	Grainger-cc	WATER FOUNTAIN SENSOR + EYE WAS STATION FLUID	167.06
			498.50
07/11/2026	GREATLAND YEARLI - CC	FEDERAL FORM 941 FILING 2ND QTR 2026	5.49
07/11/2026	GREENSPRING MEDIA - CC	TWIN CITIES GATEWAY AD	1,689.20
07/11/2026	GYM WORKS INC - CC	PUBLIC SAFETY PREVENTATIVE MAINTENANCE IN FITNESS CENTER	700.00
07/11/2026	GYM WORKS INC - CC	NBCC FITNESS CENTER REPAIRS	434.00
			1,134.00
07/11/2026	HABITAT PEST SOLUTIONS - CC	PEST CONTROL WTP #1 JUNE	150.00
07/11/2026	HABITAT PEST SOLUTIONS - CC	PEST CONTROL WTP #1 JUNE	4.13
07/11/2026	HABITAT PEST SOLUTIONS - CC	PEST CONTROL- JUNE	189.00
07/11/2026	HABITAT PEST SOLUTIONS - CC	PEST CONTROL- JUNE	15.84
			358.97
07/11/2026	HACH COMPANY-cc	FOR TESTING MANGANESE	331.55
07/11/2026	HACH COMPANY-cc	WATER TESTING MATERIAL	1,966.85
			2,298.40
07/11/2026	HARBOR FREIGHT TOOLS-cc	LASER LEVEL FOR RAILROAD GATE	8.12
07/11/2026	HARBOR FREIGHT TOOLS-cc	LASER LEVEL FOR RAILROAD GATE	99.99
			108.11
07/11/2026	HAZMAT RESOURCE - CC	SPILLFYTER STRIPS, M8 DETECTION PAPER, M9 DETECTION PAPER FOR HAZMAT - UASI FUNDED	169.80
07/11/2026	HERITAGE LANDSCAPE SUPPLY GROU - CC	IRRIGATION PARTS/ WIFI WANT TO CONNECT HANSEN IRRIGATION	138.77
07/11/2026	HERITAGE LANDSCAPE SUPPLY GROU - CC	CLOCK TO HYDROSWITCH	474.10
07/11/2026	HERITAGE LANDSCAPE SUPPLY GROU - CC	BROADLEAF HERBICIDE TO TARGET CLOVER	228.00
			840.87
07/11/2026	HOME DEPOT - CC	MAILBOX REPAIR 30 OAKDALE DR	18.36
07/11/2026	HOME DEPOT - CC	MAILBOX REPAIR 30 OAKDALE DR	225.94
07/11/2026	HOME DEPOT - CC	BATTERIES / BLUETOOTH EARMUFFS	98.89
07/11/2026	HOME DEPOT - CC	UTILITY KNIFE	19.97
07/11/2026	HOME DEPOT - CC	CONCRETE	398.69
07/11/2026	HOME DEPOT - CC	REPLACEMENT DRAIN SCREENS	27.92
07/11/2026	HOME DEPOT - CC	CLEANING WELL 4	41.60
07/11/2026	HOME DEPOT - CC	WEED WHIP HEAD	39.97
07/11/2026	HOME DEPOT - CC	MULCH FOR GATE	39.70
			911.04
07/11/2026	HOSE PROS LLC - CC	HOSE FOR PRESSURE WASHER	269.23
07/11/2026	HULU - CC	TV SERVICE FOR PSC	113.77
07/11/2026	IAAI	ANNUAL MEMBERSHIP DUES-IACP	103.00
07/11/2026	Innovative Office Solutions-cc	WALL CLOCK FOR MECHANICAS BAY, HOT CUPS	54.31
07/11/2026	Innovative Office Solutions-cc	PENS & SOAP	79.75
07/11/2026	Innovative Office Solutions-cc	HIGHLIGHTERS	3.91
07/11/2026	Innovative Office Solutions-cc	URINAL CAKES	116.31
07/11/2026	Innovative Office Solutions-cc	FORKS	62.47
07/11/2026	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES	240.74
07/11/2026	Innovative Office Solutions-cc	GENERAL OFFICE SUPPLIES	346.00
07/11/2026	Innovative Office Solutions-cc	SOAP AT CITY HALL	100.98

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	Innovative Office Solutions-cc	CITY HALL PAPER TOWEL	93.10
07/11/2026	Innovative Office Solutions-cc	BATHROOM SUPPLIES	731.02
07/11/2026	Innovative Office Solutions-cc	BATHROOM SUPPLIES	1,013.67
07/11/2026	Innovative Office Solutions-cc	ADDING MACHINE ROLLS, COFFEE CUPS, PAPER CLIPS	576.70
07/11/2026	Innovative Office Solutions-cc	FORKS	124.94
07/11/2026	Innovative Office Solutions-cc	TEASPOONS	137.74
07/11/2026	Innovative Office Solutions-cc	INK RIBBONS FOR CALCULATORS	9.24
			3,690.88
07/11/2026	INNOVATIVE PLASTICS - CC	CLEANING SUPPLIES	397.28
07/11/2026	INSTALLATION PARTS SUPPLY - CC	COFFEE POT CLEANER	33.89
07/11/2026	L & S SERVICE SOLUTION - CC	NBCC CLEANING CONTRACT	5,995.00
07/11/2026	LIGHTNING DISPOSAL - CC	SPRING CLEAN UP 2026	527.60
07/11/2026	MARCO'S PIZZA - CC	2026 JUNE MDRA MEETING MEALS - REIMBURSED	101.73
07/11/2026	MARIE RIDGEWAY & ASSOC - CC	THERAPY RETAINER AND MANDATORY CHECK IN M. MOORE	740.00
07/11/2026	MCDONALD HOPKINS - CC	LEGAL SERVICES	158.40
07/11/2026	MCDONALD HOPKINS - CC	LEGAL SERVICES	220.50
			378.90
07/11/2026	MCFOA - CC	MCFOA MEMBERSHIP DUES 7/2025 - 7/2026	50.00
07/11/2026	Menards-cc	LAKE DIANE- AERATOR	55.80
07/11/2026	Menards-cc	NEW UTILITY KNIVES	39.92
07/11/2026	Menards-cc	RAILROAD GATE	326.45
07/11/2026	Menards-cc	STEVES FENCE COUNTY ROAD E	0.41
07/11/2026	Menards-cc	STEVES FENCE COUNTY ROAD E	5.06
07/11/2026	Menards-cc	STEVES FENCE COUNTY ROAD E	8.54
07/11/2026	Menards-cc	STEVES FENCE COUNTY ROAD E	105.14
07/11/2026	Menards-cc	MANHOLE COVER E/2	19.58
07/11/2026	Menards-cc	RAILROAD GATE	164.36
07/11/2026	Menards-cc	BLEACH + LAUNDRY DETRIGENT	21.72
07/11/2026	Menards-cc	NBCC CLOCKS	20.16
07/11/2026	Menards-cc	NBCC CLOCKS	1.64
07/11/2026	Menards-cc	DUCT TAPE, OUTLET PLATES FOR OFFICE	23.13
07/11/2026	Menards-cc	LONG TROWEL FOR SMOOTHING OUT CONCRETE	38.99
			830.90
07/11/2026	MIDWAY FORD - CC	#2412 REAR PADS & ROTORS	224.68
07/11/2026	MIDWAY FORD - CC	#2511 DOOR HANDLE	38.48
07/11/2026	MIDWAY FORD - CC	#2412 UNDERBODY DEFLECTOR / HARDWARE	225.76
07/11/2026	MIDWAY FORD - CC	#2511 TAIL LAMP	848.27
			1,337.19
07/11/2026	MINNESOTA EQUIPMENT-cc	#2502 SPINDLE PULLEY	93.06
07/11/2026	MINNESOTA EQUIPMENT-cc	EQUIPMENT PARTS	511.28
			604.34
07/11/2026	MINNESOTA PARENT - CC	MINNESOTA PARENT ADS	1,000.00
07/11/2026	MN ASSOC OF GOVT COMMUNICATOR-CC	MN ASSOCIATION OF GOVERNMENT COMMUNICATORS RENEWAL FEE	85.00
07/11/2026	MN DEPARTMENT OF AGRICULTURE - CC	PESTICIDE LICENSE- WALLERIUS	77.63
07/11/2026	MN GFOA- CC	2026 MNGFOA ANNUAL CONFERENCE - INGEBRAND	300.00
07/11/2026	MN GFOA- CC	MNGFOA ANNUAL CONFERENCE REGISTRATION - JZ	300.00
07/11/2026	MN GFOA- CC	MNGFOA ANNUAL CONFERENCE - FOSCHI	300.00
			600.00
07/11/2026	MN POLLUTION CONTROL AGENCY-CC	SEWER TRAINING- CONNOR	4.19
07/11/2026	MN POLLUTION CONTROL AGENCY-CC	SEWER TRAINING- CONNOR	195.00
			199.19

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	AUDITORIUM RENTAL FOR DOCUMENTARY SCREENING	107.50
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	LIFEGUARD CERT FACILITY FEE	1,291.25
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	STAFF TRAINING FACILITY FEE	82.25
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	282.00
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	282.00
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	SWIM LESSON FACILITY FEE	997.00
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	EDVENTURES FACILITY FEE	29.50
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	TENNIS COURT FEES	635.00
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM FEES	357.50
07/11/2026	MOUNDS VIEW PUBLIC SCHOOL-cc	GYMNASTICS GYM FEES JUNE	4,052.00
			8,116.00
07/11/2026	MS FOSTER - CC	#1604 CAMERA SYSTEM	845.37
07/11/2026	NAT'L ASSOC SCHOOL RESOURCE OF - CC	D. CLARKE MEMBERSHIP RENEWAL 7/14/2026-7/14/2027	50.00
07/11/2026	NAT'L ASSOC SCHOOL RESOURCE OF - CC	A. SEMANKO MEMBERSHIP RENEWAL 8/17/2026-8/17/2027	50.00
			100.00
07/11/2026	NATIONAL NIGHT OUT-cc	NATIONAL NIGHT OUT BANNERS AND SUPPLIES	497.00
07/11/2026	NATIONAL PELRA - CC	NPELRA HR MEMBERSHIP	25.00
07/11/2026	NATIONAL PELRA - CC	MPELRA HR SUMMER CONFERENCE	200.00
			225.00
07/11/2026	NORDEAST COFFEE COMPANY, INC - CC	PUBLIC SAFETY COFFEE JUNE 2026	466.30
07/11/2026	NORDEAST COFFEE COMPANY, INC - CC	NBCC COFFEE SUPPLIES	316.80
			783.10
07/11/2026	NORM'S TIRE SALES -CC	TIRES SHOP	552.00
07/11/2026	NORM'S TIRE SALES -CC	TIRES SHOP	535.83
			1,087.83
07/11/2026	NORTHERN TOOL EQUIPMENT-cc	DEGREASER FOR MOWERS / EQUIPMENT	47.48
07/11/2026	NORTHERN TOOL EQUIPMENT-cc	TOOL SHOP TOOLS	22.79
			70.27
07/11/2026	OFFICE DEPOT-cc	WALL BASKET FOR PAPERWORK FOR RECORDS UNIT	29.99
07/11/2026	OFFICE DEPOT-cc	WALL BASKET FOR PAPERWORK FOR RECORDS UNIT	2.66
07/11/2026	OFFICE DEPOT-cc	YARD SIGNS FOR PARK DISCOVERY	105.51
07/11/2026	OFFICE DEPOT-cc	YARD SIGNS FOR PARK DISCOVERY	9.83
07/11/2026	OFFICE DEPOT-cc	PARK DISCOVERY YARD SIGNS	139.46
07/11/2026	OFFICE DEPOT-cc	PARK DISCOVERY YARD SIGNS	12.38
			299.83
07/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	1,144.00
07/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	146.00
07/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	44.32
07/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	1,217.00
07/11/2026	ON SITE COMPANIES-OSSTC - CC	PORTA POTTIES	146.00
			2,697.32
07/11/2026	Orkin -cc	PEST CONTROL	136.27
07/11/2026	Orkin -cc	BRIGHTWOOD HILLS - JUNE 2026 PEST CONTROL	115.52
07/11/2026	Orkin -cc	FREEDOM - JUNE 2026 PEST CONTROL	94.91
07/11/2026	Orkin -cc	BRIGHTWOOD HILLS - JULY 2026 PEST CONTROL	115.52
07/11/2026	Orkin -cc	NBCC PEST CONTROL	160.84
			486.79
07/11/2026	OTTERBOX - CC	OTTERBOX PHONE CASES	121.38
07/11/2026	PARTSTREE.COM - CC	OIL PAN GASKET / SEALS	4.86
07/11/2026	PARTSTREE.COM - CC	OIL PAN GASKET / SEALS	57.92
			62.78

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	PELTON - CC	SUBSCRIPTION RENEWAL	528.00
07/11/2026	PEPPERBALL - CC	PEPPERBALL TRAINING Z. BEDDOW, M. SMITH	1,300.00
07/11/2026	PET CENTRAL ANIMAL HOSPITAL - CC	ANIMAL BOARDING FEES JUNE 2026	549.20
07/11/2026	PIONEER ATHLETICS - CC	PAINT	1,568.03
07/11/2026	PIONEER PRESS-CC	CITY OF NEW BRIGHTON LEGALS	34.01
07/11/2026	POSITIVE PROMOTIONS - CC	FIRE PREVENTION MATERIALS	2,483.44
07/11/2026	POSITIVE PROMOTIONS - CC	FIRE PREVENTION MATERIALS	485.00
			2,968.44
07/11/2026	PRECISE - CC	PRECISE SUBSCRIPTION- FLEET MANAGEMENT	240.00
07/11/2026	R. M. COTTON - CC	FILTERS (WATER)	754.52
07/11/2026	RADISSON HOTEL - CC	GFOA CONFERENCE LODGING - FOSCHI	1,634.95
07/11/2026	RED RIVER FLAGS - CC	NEW AMERICAN FLAGS 3X5	214.15
07/11/2026	REGENTS OF THE UNIVERSITY OF MN	SPRING MASTER GARDNER CLASS FEES	10.00
07/11/2026	REPUBLIC SERVICES - CC	REPUBLIC SERVICES JUNE 2026	31,460.83
07/11/2026	RESTAURANT DEPOT - CC	HOT DOG CART SUPPLIES FOR COMMUNITY EVENTS	7.84
07/11/2026	RESTAURANT DEPOT - CC	HOT DOG CART SUPPLIES FOR COMMUNITY EVENTS	0.77
			8.61
07/11/2026	RON TURLEY ASSOCIATES, LLC. - CC	ANNUAL PLATINUM SAAS RENEWAL FEE FOR THE TERM STARTING 08/01/2026 AND ENDING 07/31/2027	8,208.00
07/11/2026	SCIENCE MUSEUM OF MINNESOTA-CC	EDVENTURES FIELD TRIP FEES	440.00
07/11/2026	SCNS SPORTS FOODS - CC	ENERGY BARS	114.56
07/11/2026	SCNS SPORTS FOODS - CC	ENERGY BARS	167.88
			282.44
07/11/2026	SEE ME FLAGS - CC	SEE ME FLAGS FOR CROSSWALKS	511.62
07/11/2026	SHERWIN-WILLIAMS - CC	PAINT FOR CHAIR RAILING BEHIND 100 ROOMS	63.94
07/11/2026	SHOREVIEW, CITY OF - CC	EDVENTURES FIELD TRIP ADMISSION	753.75
07/11/2026	SOUTHWEST AIRLINES - CC	GFOA BAGGAGE FEE - FOSCHI	35.00
07/11/2026	STAGES THEATRE COMPANY - CC	EDVENTURES FIELD TRIP FEES	456.00
07/11/2026	STICKER GIANT - CC	STICKERS FOR HANSEN PARK EVENT	314.10
07/11/2026	STICKER GIANT - CC	STICKERS FOR HANSEN PARK EVENT	26.32
			340.42
07/11/2026	STREICHER'S-cc	B. EMERSON VEST	2,188.00
07/11/2026	STREICHER'S-cc	AMMUNITION	1,493.88
07/11/2026	STREICHER'S-cc	NAME TAGS FOR VEST T. GRIFFIN	23.98
07/11/2026	STREICHER'S-cc	B. RIEDEL VEST	2,167.00
07/11/2026	STREICHER'S-cc	FIREARMS REPLACEMENT MAGAZINE HOLDERS AND HOLSTERS	8,103.00
07/11/2026	STREICHER'S-cc	FIREARM REPLACEMENT	1,038.50
			15,014.36
07/11/2026	SUPERIOR SAND AND GRAVEL - CC	RUBBLE DISPOSAL OF WATER BREAK ASPHALT	280.00
07/11/2026	SUPERIOR SAND AND GRAVEL - CC	RUBBLE FROM WATER BREAKS	80.00
07/11/2026	SUPERIOR SAND AND GRAVEL - CC	SAND STOCK	4,161.72
07/11/2026	SUPERIOR SAND AND GRAVEL - CC	RUBBLE FROM WATERMAIN BREAKS	160.00
			4,681.72
07/11/2026	SYSKO MINNESOTA, INC - CC	COOKIES FOR RESALE	264.31
07/11/2026	TARGET-cc	SANDWICH BAGS FRO GS DESK	7.18
07/11/2026	TARGET-cc	SANDWICH BAGS FRO GS DESK	0.58
07/11/2026	TARGET-cc	EDVENTURES SUPPLIES	198.30
			206.06
07/11/2026	TEXT-EM-ALL - CC	TEXT-EM-ALL SUBSCRIPTION	19.00
07/11/2026	TG TECHNICAL SERVICES - CC	DRAGER DETECTOR TUBES, ACCURO PUMP, PPB RAE FOR HAZMAT - UASI GRANT FUNDED	10,249.68

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	THAI THAI STREET FOOD - CC	FOOD TRUCK MINIMUM FOR NEW BRIGHTON CONNECT	612.00
07/11/2026	THE HOME DEPOT-cc	VOLLEYBALL LEAGUE SCOREBOARD ITEMS	16.55
07/11/2026	THE HOME DEPOT-cc	PAINT SUPPLIES, FUSES AND ZIP TIES	53.43
			69.98
07/11/2026	THE STAR TRIBUNE-cc	PUBLIC SAFETY YEARLY SUBSCRIPTION RENEWAL	782.08
07/11/2026	THE UPS STORE - CC	SHIPPING RETURN	26.89
07/11/2026	THE UPS STORE - CC	SHIPPING RETURN	26.89
			53.78
07/11/2026	THOMSON REUTERS- WEST-CC	JULY 2026 ONLINE SOFTWARE SUBSCRIPTION CHARGES	420.65
07/11/2026	THRYV - CC	BRIGHTWOOD HILLS JULY 2026 DIGITAL MARKETING	109.00
07/11/2026	THRYV - CC	PRINT CHARGES	18.75
			127.75
07/11/2026	TRI-STATE BOBCAT - CC	#2012 EXHAUST TEMP SENSOR	198.03
07/11/2026	TRI-STATE BOBCAT - CC	MOWER BLADE BOLTS SHOP	33.40
07/11/2026	TRI-STATE BOBCAT - CC	#2001 HANDLE/ HARDWARE	48.53
07/11/2026	TRI-STATE BOBCAT - CC	#2406 CABLES	199.52
07/11/2026	TRI-STATE BOBCAT - CC	#2013 RADIATOR	1,723.99
07/11/2026	TRI-STATE BOBCAT - CC	GRANDSTAND BLADES SHOP	150.00
07/11/2026	TRI-STATE BOBCAT - CC	BELTS SHOP	98.98
07/11/2026	TRI-STATE BOBCAT - CC	#1113 WASHERS	18.02
07/11/2026	TRI-STATE BOBCAT - CC	#2012 WHEELS, BEARINGS, SEAL	389.37
07/11/2026	TRI-STATE BOBCAT - CC	BEARINGS & SEALS SHOP STOCK - PARKS MOWERS	138.68
07/11/2026	TRI-STATE BOBCAT - CC	#2012 CASTER FORK	184.99
07/11/2026	TRI-STATE BOBCAT - CC	#1113 BLADES	309.29
07/11/2026	TRI-STATE BOBCAT - CC	#2001 LINK	54.46
07/11/2026	TRI-STATE BOBCAT - CC	#2516 BOLTS & SPACERS	67.16
07/11/2026	TRI-STATE BOBCAT - CC	WHEEL W/BEARING PARK PUSH MOWER	23.09
07/11/2026	TRI-STATE BOBCAT - CC	#2013 BELTS	108.88
07/11/2026	TRI-STATE BOBCAT - CC	DOUBLE CHARGED	(108.88)
			3,637.51
07/11/2026	TRUBLIFIT - CC	EXERCISE BIKE REPLACEMENT PEDALS	48.98
07/11/2026	TRUTECH TOOLS - CC	REFRIGERANT DETECTOR, FLAMMABLE REFRIGERANT SENSOR, CO2 BASED REFRIGERANT SENSOR FOR HAZMAT - UASI	1,738.99
07/11/2026	UBER - CC	GFOA CONFERENCE-TRANSPORTATION TO AIRPORT FOR GINA FOSCHI	51.95
07/11/2026	UBER - CC	GFOA CONFERENCE-TRANSPORTATION TO HOTEL FOR GINA FOSCHI	19.55
07/11/2026	UBER - CC	REFUND FOR DOUBLE CHARGE UBER TIP ATLANTIC CITY VCS CONFERENCE 2026	(15.00)
			56.50
07/11/2026	UHL COMPANY, INC - CC	CITY HALL VAV CONTROL MODULE	1,747.00
07/11/2026	ULINE-CC	DELINEATOR ROUND POST FOR CROSSWALKS	1,530.26
07/11/2026	UNICATION	PAGER CABLE	59.40
07/11/2026	UPS BATTERY CENTER-CC	BATTERY FOR U.P.S IN HIGH SERVICE TOWER	75.33
07/11/2026	USA GYMNASTICS - CC	COACH MEMBERSHIP - JOLENE	99.00
07/11/2026	USA GYMNASTICS - CC	TEAM GYMNASTICS MEMBERSHIP	275.00
			374.00
07/11/2026	Verizon-cc	CELLULAR SERVICE	120.34
07/11/2026	WALGREENS-cc	SAFETY FAIR & PARK DISCOVERY POSTERS	159.95
07/11/2026	WALGREENS-cc	SAFETY FAIR & PARK DISCOVERY POSTERS	13.40
07/11/2026	WALGREENS-cc	CONCERT POSTER	25.59
07/11/2026	WALGREENS-cc	CONCERT POSTER	2.14
			201.08

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/11/2026	WALMART.COM - CC	CANDY, POP FOR RESALE	28.39
07/11/2026	WALMART.COM - CC	CANDY, POP FOR RESALE	2.31
07/11/2026	WALMART.COM - CC	CUPCAKES, SENIOR LEAGUE BRUNCH	42.73
07/11/2026	WALMART.COM - CC	PANTS- KEVIN	89.94
07/11/2026	WALMART.COM - CC	PARKS DISCOVERY SUPPLIES	31.52
07/11/2026	WALMART.COM - CC	PARKS DISCOVERY SUPPLIES/SENIOR PROGRAM SUPPLIES	5.44
07/11/2026	WALMART.COM - CC	PARKS DISCOVERY SUPPLIES/SENIOR PROGRAM SUPPLIES	28.85
07/11/2026	WALMART.COM - CC	EDVENTURES SUPPLIES/PARK DISCOVERY SUPPLIES	9.94
07/11/2026	WALMART.COM - CC	EDVENTURES SUPPLIES/PARK DISCOVERY SUPPLIES	80.38
07/11/2026	WALMART.COM - CC	EDVENTURES SUPPLIES - RADIOS	188.50
07/11/2026	WALMART.COM - CC	EDVENTURES SUPPLIES - RADIOS	15.75
07/11/2026	WALMART.COM - CC	SPONGES, GRABBER TOOL, TOILET BOWL CLEANER, TRASH BAGS, TOILET BOWL BRUSHES	165.55
07/11/2026	WALMART.COM - CC	SPONGES, GRABBER TOOL, TOILET BOWL CLEANER, TRASH BAGS, TOILET BOWL BRUSHES	69.52
07/11/2026	WALMART.COM - CC	SPONGES, GRABBER TOOL, TOILET BOWL CLEANER, TRASH BAGS, TOILET BOWL BRUSHES	8.87
07/11/2026	WALMART.COM - CC	SPONGES, GRABBER TOOL, TOILET BOWL CLEANER, TRASH BAGS, TOILET BOWL BRUSHES	5.82
07/11/2026	WALMART.COM - CC	GRADDER TOOL AND TOILET BOWL BRUSHES	38.38
07/11/2026	WALMART.COM - CC	GRADDER TOOL AND TOILET BOWL BRUSHES	3.20
07/11/2026	WALMART.COM - CC	PLUNGER	15.97
07/11/2026	WALMART.COM - CC	PLUNGER	1.34
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	69.52
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	5.82
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	468.27
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	39.19
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	15.59
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	1.31
07/11/2026	WALMART.COM - CC	TRASH CAN LINERS, SPONGES, GLVOES, GRABBER TOOL,STAINLESS STEAL CLEANER, TOILET BOWL CLEANER AND BRUS	0.50
07/11/2026	WALMART.COM - CC	SIMPLE GREEN CLEANING PRODUCTS	19.98
07/11/2026	WALMART.COM - CC	SIMPLE GREEN CLEANING PRODUCTS	1.67
07/11/2026	WALMART.COM - CC	EDVENTURES SUPPLIES	24.74
07/11/2026	WALMART.COM - CC	SAFETY FAIR SUPPLIES	43.80
07/11/2026	WALMART.COM - CC	SAFETY FAIR SUPPLIES	29.90
07/11/2026	WALMART.COM - CC	SAFETY FAIR SUPPLIES RETURN	(45.36)
			1,507.33
07/11/2026	Warning Lites of Minnesota-cc	TRAFFIC CONTROL FOR WATER BREAK ON 7TH ST	801.40
07/11/2026	WHEELER HARDWARE COMPANY-cc	NEW HANDLE LATCH FOR HANSEN WEST MECHANICAL ROOM	514.12
07/11/2026	WINNER GAS AND AUTO - CC	UNLEADED 11.476 GALLONS	51.06
07/11/2026	WITMER PUBLIC SAFETY GRP - CC	REPLACEMENT 90 DEGREE FLASHLLIGHT FOR E499	359.16
07/11/2026	WITMER PUBLIC SAFETY GRP - CC	REPLACEMENT 90 DEGREE FLASHLLIGHT FOR E499	30.07

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
			389.23
07/11/2026	ZERO GRAVITY - CC	EDVENTURES FIELD TRIP	650.00
07/11/2026	ZORO TOOLS INC-cc	HYDROGEN PEROXIDE TEST PAPER FOR HAZMAT - UASI GRANT	30.84
07/11/2026	ZORO TOOLS INC-cc	FUNDED	6.83
07/11/2026	ZORO TOOLS INC-cc	HOT CUPS	81.59
07/11/2026	ZORO TOOLS INC-cc	PLUNGER AND DRAIN STICK	14.17
07/11/2026	ZORO TOOLS INC-cc	URINAL MATS	188.05
07/11/2026	ZORO TOOLS INC-cc	URINAL MATS	188.05
07/11/2026	ZORO TOOLS INC-cc	URINAL MATS	188.05
			697.58
07/09/2026	XCEL ENERGY	STREET LIGHTS 4/16-6/16/26	4,068.50
07/09/2026	XCEL ENERGY	STREET LIGHTS 4/16-6/16/26	5,890.45
07/09/2026	XCEL ENERGY	STREET LIGHTS 4/16-6/16/26	26.39
07/09/2026	XCEL ENERGY	STREET LIGHTS 4/16-6/16/26	43.39
			10,028.73
07/24/2026	AMERICAN STUDENT TRANSPORTATION	BUS FEES AIR QUALITY TRIP TO EAGLES NEST	537.50
07/24/2026	AMERICAN STUDENT TRANSPORTATION	BUS FEES ED-VENTURS CHUCK E CHEESE	350.00
07/24/2026	AMERICAN STUDENT TRANSPORTATION	BUS FEES ED-VENTRUES GRAND SLAM	350.00
			1,237.50
07/24/2026	AMRIZE MIDWEST INC	CONCRETE FOR BALLARDS TRAFFIC CONTROL	585.44
07/24/2026	BARR ENGINEERING COMPANY	AWIA UPDATES	3,370.00
07/24/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM JUNE 13-JULY 10TH	9,710.74
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	11.49
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	11.37
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	38.00
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	26.00
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	11.37
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	31.20
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	15.65
07/24/2026	BONCZEK, SHELBY	MEALS AT SRO TRAINING IN MANKATO JULY 14-16	16.19
			161.27
07/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 JUNE	1,422.19
07/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 JUNE	118.50
07/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 JUNE	3,063.47
07/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 JUNE	3,063.47
07/24/2026	BS & A SOFTWARE	BS&A INTEGRATED PAYMENTS ABSORBED FEES 2026 JUNE	1,531.73
			9,199.36
07/24/2026	CAPITOL BEVERAGE SALES	BEER FOR RESALE	270.50
07/24/2026	CEMSTONE PRODUCT CO.	CONCRETE FOR CITY HALL CURB	742.50
07/24/2026	DUNLOP SPORTS AMERICAS	SPECIAL ORDER CLUB	158.00
07/24/2026	DUNLOP SPORTS AMERICAS		
07/24/2026	DUNLOP SPORTS AMERICAS	SPECIAL ORDER WEDGES	143.50
			301.50
07/24/2026	ESS BROTHERS & SONS INC.	NEW SANITARY SEWER LIDS	2,200.00
07/24/2026	FLEXIBLE PIPE TOOL COMPANY	ORANGE MANHOLE RING FOR JETTER	393.00
07/24/2026	HOFFMAN & MCNAMARA CO	LANDSCAPE MAINTENANCE @ WTP #1	4,840.00
07/24/2026	HORNUNG'S PRO GOLF SALES, INC.	IMPRINTED PENCILS	263.15
07/24/2026	HOSE PROS LLC	#1609 HOSE	95.25
07/24/2026	INTELLICENTS INC	MONTHLY HEALTH CONSULTING	1,250.00
07/24/2026	KRAUS-ANDERSON CONSTRUCTION COMPANY	HANSEN PARK WEST PROJECT THROUGH APRIL 30, 2026	59,814.94
		CONTRACT OVERAGE CHARGE FOR THE 06/01/2026 TO 06/30/2026	
07/24/2026	LOFFLER COMPANIES, INC	OVERAGE PERIOD	285.09

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/24/2026	LOVDAHL PITCHING ACADEMY	PMT FOR SUMMER SESSION 1 BASEBALL LESSONS	1,680.00
07/24/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 1,000 GALLONS FUEL TANK	2,313.26
07/24/2026	MC TOOL & SAFETY SALES	GLOVES & SAFETY GLASSES	1,522.75
07/24/2026	METROPOLITAN COUNCIL	JULY WASTE WATER SERVICES	180,429.36
07/24/2026	OWENS COMPANIES INC	DEHUMIDIFIER REPAIR	1,787.62
07/24/2026	PMA ASSET MANAGEMENT, LLC	JUNE ACCOUNT MANAGEMENT FEE	3,405.87
07/24/2026	RAMSEY COUNTY ECOM	911 DISPATCH SERVICES FOR JUNE 2026	11,151.00
07/24/2026	RAMSEY COUNTY ECOM	CAD SERVICES FOR JUNE 2026	1,343.75
07/24/2026	RAMSEY COUNTY ECOM	RAMSEY COUNTY FLEET SUPPORT JUNE 2026	53.04
07/24/2026	RAMSEY COUNTY ECOM	RAMSEY COUNTY FLEET SUPPORT JUNE 2026	627.12
			13,174.91
07/24/2026	STREET FLEET EXPEDITED, LLC	2026 LB REPORT COURIER JULY 2026 (07/15/2026)	28.16
07/24/2026	THE MPX GROUP	BUSINESS CARDS FOR OFFICERS, DETECTIVES, AND SERGEANTS	442.72
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	16.64
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	86.70
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	20.09
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	83.25
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	20.09
07/24/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	83.25
			321.93
07/24/2026	WALLRAFF ELECTRIC	REPAIR THE LIGHT AND GFI ON THE HOSE TOWER	393.00
07/31/2026	ALTERNATIVE BUSINESS FURNITURE	TACKBOARD FOR OFFICER CUBICLES	238.16
07/31/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	412.22
07/31/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	1,674.27
07/31/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	412.22
07/31/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	343.40
07/31/2026	ANCHOR SOLAR INVESTMENTS, LLC	SOLAR POWER PAYMENT - AUGUST	1,271.30
			4,113.41
07/31/2026	CENTRAL PENSION FUND	JULY 2026 PENSION CONTRIBUTIONS	3,009.60
07/31/2026	CRAWFORD, LEIGH	2026 JULY MOTOR VEHICLE DEALER BANK RUNS	40.96
07/31/2026	ESS BROTHERS & SONS INC.	STORM SEWER LID AND FRAME	441.00
07/31/2026	FACTORY MOTOR PARTS CO	#1508 WHEEL BEARING	185.70
07/31/2026	FLEXIBLE PIPE TOOL COMPANY	NEW FOOTAGE COUNTER FOR JETTER	313.90
07/31/2026	GAMETIME INC	REPLACEMENT TUBE FOR DRIFTWOOD PLAYGROUND	1,831.13
07/31/2026	HAWKINS, INC.	LPC-4	8,741.85
07/31/2026	INFOSEND, INC	2026.07 JULY UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.27.26	174.51
07/31/2026	INFOSEND, INC	2026.07 JULY UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.27.26	174.51
07/31/2026	INFOSEND, INC	2026.07 JULY UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.27.26	312.18
07/31/2026	INFOSEND, INC	2026.07 JULY UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.27.26	312.18
07/31/2026	INFOSEND, INC	2026.07 JULY UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.27.26	156.09
07/31/2026	INFOSEND, INC	2026.07 JULY UB MAILING PRINTING, POSTAGE, MAILING. RCVD INV 07.27.26	87.25
			1,216.72
07/31/2026	KUTAK ROCK LLP	BRIGHTWOOD HILLS REDEVELOPMENT TIF	1,408.00
07/31/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 500 GALLONS FUEL TANK	1,274.66
07/31/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 501 GALLONS FUEL TANK	1,502.38

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
			2,777.04
07/31/2026	MC TOOL & SAFETY SALES	SQWINCHER DRINK PACKETS	288.00
07/31/2026	MINNESOTA COMMERCIAL RAILWAY	2025 MILL AND OVERLAY FLAGGING SERVICES	7,184.50
07/31/2026	MINNESOTA COMMERCIAL RAILWAY	2025 MILL AND OVERLAY FLAGGING SERVICES	1,600.00
			8,784.50
07/31/2026	MUNICIPAL BUILDERS, INC	CITY PROJECT 25-11, WELLHOUSE 16, PAYMENT APPLICATION #1	47,259.65
07/31/2026	NCPERS GROUP LIFE INS	PERA LIFE INS FOR AUGUST	224.00
07/31/2026	NORTH SUBURBAN COMMUNICATIONS COMM	CITY CONTRIBUTION TO THE NSCC	13,189.88
07/31/2026	POSTMASTER, ST PAUL	POSTAGE FOR SEPT OCT ACTIVE LIFE NEWSLETTER	199.58
07/31/2026	STREET FLEET EXPEDITED, LLC	2026 LB REPORT COURIER JULY 2026 (07/22/2026)	28.16
07/31/2026	TARRI LEVINE	BEGINNER MAHJONG TOURNAMENT	600.00
07/23/2026	AARP	JULY AARP SAFE DRIVER CLASS	225.00
07/23/2026	ALTA	COMMISSIONER PLAQUE	166.95
07/23/2026	ANTHONY ARMSTRONG	PARKS DISCOVERY PERFORMANCE	50.00
07/23/2026	APACHE LOCK & KEY	RISE KEYS & SAFE COMBO CHANGE	249.75
07/23/2026	DUSTY'S DRAIN CLEANING	WELL #15 SEWER LINE REPAIR	13,910.00
07/23/2026	E.G. RUD & SONS, INC	2026 STREET REHAB SURVEYING	3,417.25
07/23/2026	FLEETPRIDE, INC	FILTER SHOP STOCK	89.63
07/23/2026	FLEETPRIDE, INC	#0517 AIR BRAKE FITTINGS	11.78
07/23/2026	FLEETPRIDE, INC	#099 FUEL FILTER	8.30
07/23/2026	FLEETPRIDE, INC	#1002 AIR TANK VALVE	3.89
			113.60
07/23/2026	LMCIT	CLAIM 520917	8,460.76
07/23/2026	MARTIN MARIETTA MATERIALS, INC	WATERMAIN REPAIR ASPHALT	350.98
07/23/2026	MARTY CORBIN & JESSICA DUNBAR	50% MOVING EXPENSES FOR OCCUPANTS OF 91 1ST STREET SE	2,600.00
07/23/2026	MN METRO NORTH TOURISM BUREAU	JUNE LODGING TAX	12,142.99
07/23/2026	MN METRO NORTH TOURISM BUREAU	JUNE LODGING TAX	(607.15)
			11,535.84
07/23/2026	ONE MAIN FINANCIAL	REFUND FOR OVERPAYMENT	8.00
07/23/2026	RAMSEY COUNTY	ANNUAL ELECTION EQUIPMENT MAINTENANCE JPA FEE	11,557.00
07/23/2026	RAMSEY COUNTY	ELECTION SERVICES 3RD QUARTER 2026	24,262.00
			35,819.00
07/23/2026	SENG YANG	SECURITY DEPOSIT REFUND	300.00
07/23/2026	TAHO SPORTSWEAR, INC	SEASONAL SHIRTS	500.00
07/23/2026	TAHO SPORTSWEAR, INC	SEASONAL SHIRTS	926.15
07/23/2026	TAHO SPORTSWEAR, INC	SEASONAL SHIRTS	752.35
			2,178.50
07/23/2026	TRANE	NBCC HVAC PM	12,206.00
07/23/2026	WILD CHORDS DJ SERVICES	PERFORMER/DJ FOR ADVENTURE RACE EVENT	550.00
07/23/2026	WINGS FINANCIAL	REFUND FOR OVERPAYMENT	16.50
07/23/2026	WINGS FINANCIAL	REFUND FOR OVERPAYMENT - CHRISTOPHER JANN	2.00
			18.50
07/23/2026	WINTER CAROL	SECURITY DEPOSIT AND STAGE SETUP REFUND	608.38
07/23/2026	YOUA LEE	SECURITY DEPOSIT REFUND	300.00
07/30/2026	DRASKOVIC, THOMAS	FOCUS GROUP CONTRIBUTION	50.00
07/30/2026	FLEETPRIDE, INC	#0517 AIR GOVERNOR	26.45
07/30/2026	FLEETPRIDE, INC	#0517 FILTERS & REBUILD KIT	62.14
			88.59

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/30/2026	GOODWALT, AARON	UB refund for account: 102046-01	179.15
07/30/2026	HOLM, JOANN	UB REFUND FOR ACCOUNT: 218636-01	41.00
07/30/2026	HSIAO, DAVID AND BERTHA	UB REFUND FOR ACCOUNT: 221804-01	491.83
07/30/2026	KJOLHAUG ENVIRONMENTAL SERVICES LLC	2026-105 CITY OF NEW BRIGHTON- SILVER LAKE RD NW DELINEATION	1,802.50
07/30/2026	LAKE MANAGEMENT INC.	CITY OF NEW BRIGHTON- SEASONAL MAINTENANCE PROGRAM- LIONS PARK	1,197.00
07/30/2026	LAKE MANAGEMENT INC.	CITY OF NEW BRIGHTON- SEASONAL MAINTENANCE PROGRAM- LIONS PARK	2,831.70
07/30/2026	LAKE MANAGEMENT INC.	CITY OF NEW BRIGHTON- SEASONAL MAINTENANCE PROGRAM- LIONS PARK	4,117.00
			<u>8,145.70</u>
07/30/2026	LORD, DAVID AND CYNTHIA	UB REFUND FOR ACCOUNT: 213462-01	282.21
07/30/2026	LYNDES, ROBERT	UB REFUND FOR ACCOUNT: 110619-01	62.57
07/30/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR CITY HALL TRAILS BY NEW CURB	695.04
07/30/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR CITY HALL TRAIL PARK	719.62
07/30/2026	MARTIN MARIETTA MATERIALS, INC	ASPHALT FOR CITY HALL	510.72
			<u>1,925.38</u>
07/30/2026	MEINERT, ANDREW AND JENNIFER	UB REFUND FOR ACCOUNT: 210492-01	115.45
07/30/2026	MOHAMMED ASIEY	SECURITY DEPOSIT REFUND (PARTIAL - \$250)	250.00
07/30/2026	MOUNDS VIEW, CITY OF	UTILITY CHARGES CITY OF MOUNDS VIEW 2026 Q2	721.24
07/30/2026	OFFICE OF MN IT SERVICES	LANGUAGE LINE SERVICES - JUNE 2026	487.20
07/30/2026	PATTERSON, SCOTT	UB REFUND FOR ACCOUNT: 318238-01	7.63
07/30/2026	PINEWOOD LLC	UB REFUND FOR ACCOUNT: 215764-02	26.66
07/30/2026	PIONTKOWSKI, CASEY	UB REFUND FOR ACCOUNT: 213256-01	143.24
07/30/2026	STEARLEY, KRISTINE	UB REFUND FOR ACCOUNT: 218628-01	344.59
07/30/2026	WANDER, NICHOLAS	UB REFUND FOR ACCOUNT: 205211-01	153.20
	TOTAL PAYMENTS		<u><u>\$ 1,150,774.38</u></u>



COUNCIL PROCEEDINGS THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Tuesday, July 28, 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), Gina Foschi-Finance Director, Tony Paetznick-Public Safety Director

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.

Adrian Rodriguez, resident of New Brighton, explained he was born and raised in New Brighton and graduated from Irondale High School in 2003. He reported he then joined the 182nd Airborne Division where he spent five years as an active duty infantry paratrooper and served three different deployments overseas. He stated he was college educated at MCTC in criminal justice and a bachelor's degree in political science. He addressed the Council noting he was a big fan of a republic government, where every individual was involved in every decision the City makes. He commented he was hoping to have more information and details included on the agendas. He stated he was not a fan of the solicitors license that were proposed on the agenda. He asked why the City Council was moving forward with a contractor to install the skylights versus having this work completed by City staff. He noted he has questions on the updated data policy, noting transparency was always a concern for him.

Approval of Agenda

Approval of the July 28, 2026 Council Agenda.

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

5 Ayes, 0 Nays-Motion Carried

Special Order of Business

1. City Ambassador Proclamation for Police Sergeant Mitch Singer.

Public Safety Director Paetznick introduced Police Sergeant Mitch Singer to the Council and reported Sergeant Singer has served the City of New Brighton for more than 32 years. He explained Sergeant Singer has done a lot for the Public Safety Department. He commented further on Sergeant Singer's work experience with the Public Safety Department, thanked him for his dedicated service to the community and wished him all the best in his retirement.

Call to Order

Pledge of Allegiance

Public Comment Forum

Approval of Agenda

Approval of the
July 28, 2026 Agenda.

Special Order of Business

1. City Ambassador
Proclamation for Police
Sergeant Mitch Singer.

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring Police Sergeant Mitch Singer a City Ambassador for the City of New Brighton. A round of applause was offered by all in attendance. Police Sergeant Mitch Singer stated in 1993 New Brighton gave him a chance and he was very grateful for this opportunity.

2. Antique Car Run Day Proclamation.

Mayor Niedfeldt-Thomas read a proclamation in full for the record declaring Saturday, August 8 to be Antique Car Run Day in the City of New Brighton.

2. Antique Car Run Day Proclamation.

Consent Agenda

1. Consider Approval of Payments.
2. Approve City Council Minutes:
 - a. July 14, 2026 City Council Meeting Minutes.
 - b. July 14, 2026 Worksession Meeting Minutes.
3. Accept Receipt of Commission Minutes:
 - a. June 8, 2026 Public Safety Commission Meeting Minutes.
4. Consider Approval of Temporary Liquor License Application for Northern Lights Greyhound Adoption's 30th Annual Picnic Event.
5. Consider a Resolution Authorizing Acceptance of a Workplace Safety Grant and Authorizing Acceptance of Quotes for the Project.
6. Consider Application for Solicitor License for MN Smart Homes LLC.
7. Consider Application for Solicitor License for Copper Ridge Construction.
8. Approve and Authorize Staff to Sign Baker Tilly Proposal for Market Analysis.
9. Authorize Staff To Enter into Agreement with LETAC for Policies 360.
10. Consider a Resolution Adopting the Downtown Vision Plan Final Draft.
11. Consider Approval of Change Order #1 for City Project 25-11, Replace Wellhouse #9 Roof.
12. Consider Application for Solicitor License for Custom Remodelers.
13. Consider Approval of Plans and Specifications for City Project 25-12 Public Safety Building Roof and Skylight Replacement and Authorize Advertisement for Bids.
14. Consider Authorizing the Director of Community Assets and Development to enter a Skylight Procurement and Installation Contract for City Project 25-12 Public Safety Roof and Skylight Replacement.
15. Approve Updated Data Practices Policies.

Consent Agenda

16. Consider Application for a Solicitor's License for US Energy Conservation Group.

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

5 Ayes, 0 Nays - Motion Carried

Public Hearing

None.

Council Business

1. Consider Acceptance of the Second Quarter 2026 Interim Financial Report.

City Manager Massopust indicated Finance Director Foschi would be presenting this item to the Council. Finance Director Foschi stated quarterly interim financial reports are provided to keep the Council informed of the City's fiscal condition. She reviewed the second quarter financials and provided analysis information of the cash flow projections in detail with the Council. Information was provided on the revenues and expenditures year to date. The balances for the City's utility funds were further discussed. Staff reviewed the value of the City's portfolio and commented on the breakdown of the investments along with details surrounding the street financing fund. She provided further information regarding the Second Quarter financials and requested the Council accept the report. Mayor Niedfeldt-Thomas thanked staff for the detailed presentation on the City's financials. She questioned if other cities completed interfund transfers for street projects. Finance Director Foschi reported this was an uncommon practice but was a valuable tool for the City in order to reduce the need for external debt and interest payments. Mayor Niedfeldt-Thomas appreciated the fact the City had a best practice of having a minimum of three to six months of finances in place to cover City expenses.

Motion by Councilmember Vint Frischman, seconded by Councilmember Allen to Accept the Second Quarter 2026 Interim Financial Report.

5 Ayes, 0 Nays-Motion Carried

Commission Liaison Reports, Announcements and Updates

Devin Massopust

City Manager Massopust discussed an item on the Consent Agenda, noting the Council voted to accept the Downtown Vision Plan. He explained a worksession meeting was held regarding tobacco and noted the City's ordinance was being further considered by another agency and would be brought back for Council consideration at a future meeting. He reported National Night Out would be held on Tuesday, August 4. He noted the Council would not be holding a Council Worksession meeting on Tuesday, August 4. He thanked the Council for the budget feedback that was provided at the Council Worksession and noted the budget would be discussed again on Wednesday, August 12.

Graeme Allen

Councilmember Allen reported the Hansen Park grand opening was held last week and hundreds of people were in attendance. He stated PREC would meet next on Wednesday, August 5 at 6:30 p.m. He indicated he was looking forward to attending National Night Out and encouraged New Brighton residents to get out and meet their neighbors on Tuesday, August 4. He also encouraged residents to vote in the primary election on Tuesday, August 11. He stated the next park discovery day would be held on August 11 at Innsbruck Park from 6:00 p.m. to 8:00 p.m. He indicated the next summer concert would be held at Veteran's Park on Thursday, August 13 from 6:00 p.m. to 8:00 p.m.

Public Hearing

Council Business

1. Consider Acceptance of the Second Quarter 2026 Interim Financial Report.

Commission Liaison Reports, Announcements and Updates

Jeanne Vint Frischman

Councilmember Vint Frischman encouraged residents to make a voting plan in order to vote in the primary election on Tuesday, August 11.

Mayor Niedfeldt-Thomas

Mayor Niedfeldt-Thomas reported last month she attended the League of Minnesota Cities Conference in Rochester. She understood the League of Minnesota Cities would be bringing forward a civility pledge that they would be asking cities to sign. She encouraged residents to attend Stockyard Days this year, which would be held Friday, August 7 through Sunday, August 9. She indicated the antique car run would be held on Saturday, August 8. She provided further information on the committee work that was being done by Metro Cities. She stated the League of Women Voters was looking for new members and would be hosting a summer social.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:25 p.m.

Adjournment

The meeting adjourned at 7:25 p.m.

Kari Niedfeldt-Thomas, Mayor

ATTEST: _____
Terri Spangrud, City Clerk



Council Worksession
July 28, 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, Gina Foschi, Tony Paetznick, Craig Schlichting, Jennifer Fink, Jen Lehmann

Guests in Attendance:

2027 City Manager Recommended Budget Presentation

Massopust stated this work session item will be a chance for City staff to share with the City Council the current status of the 2027 budget. At this time, the budget was still being refined, but staff want to ensure Council has awareness of the budget and the ability to provide feedback at this point in the development process. He reported a target-based budget was used this year, noting the focus was on providing impactful municipal services while being mindful of the impact on the property tax levy. Staff reviewed the budget timeline for the remainder of the year.

Mayor Niedfeldt-Thomas inquired if the Truth in Taxation Hearing would be held in lieu of the worksession in December. Massopust reported both meetings would be held on Tuesday, December 1.

Foschi provided information on the targets within the budget, noting each department provided a narrative to summarize the changes from 2026 to 2027. She commented on the City's estimated market rate value noting the growth was less than 1% for the last year. She reported based on the current tax capacity estimates, this would lead to a total levy increase target of not more than 7.34% and the levy was currently proposed to have an 8.1% increase. Staff provided the Council with further information on the debt levy and general fund levy. The general fund expenditures were then reviewed along with the non-property tax revenues. The new requests being considered were detailed with the Council.

Fink discussed the difficult hiring climate staff was experiencing for in-house cleaning staff members. She explained one person was hired, but additional part-time personnel were still needed. She indicated she was looking to regrade the facilities manager position from Grade 11 to Grade 12 to have all the cleaning and capital projects under one person. She explained the seasonal maintenance hours were proposed to be increased at the golf course to keep the golf course in tip top shape. She was proposing to have increased in seasonal recreational hours for the gymnastics program, which would be offset by revenues.

Paetznick reported the Public Safety Department was experiencing increased police overtime hours, which required a 2.5% increase. He explained he requested firefighter pay increases to keep these positions competitive in the market. He indicated the 33rd police officer would be pursued in the coming year and he was optimistic this number would be achieved in 2027.

Foschi reviewed the proposed levy projections for the next 10 years with the Council.

Massopust stated items that were not included in the 2027 recommended budget were a contribution to the Ralph Reeder Food Shelf, a resident survey, a well-being initiative, Commissioner pay, the reinstatement of the merit pay program and the voluntary municipal contribution to PERA SVF.

Foschi discussed how the proposed 2027 compared to comparable cities 2026 levies and tax rates and described how the estimated 2027 tax levy would impact the median family homeowner.

Massopust reviewed the next steps for the budget and requested feedback from the Council. It was noted the preliminary levy would be approved by the Council on Tuesday, September 8.

Councilmember Vint Frischman asked how much the budget will be honed down by September 8. Massopust stated as staff continues to get more information the budget numbers will be refined.

Mayor Niedfeldt-Thomas appreciated how the budget starts high and works its way down as more information was received by staff. She questioned if the City's property tax values aligned with what other cities in the County were seeing. Massopust reported he does not have comparative data, but anticipated values across the metro were increasing in a similar manner.

Mayor Niedfeldt-Thomas stated it would be helpful for the Council to have more information on how other cities were breaking down their budget per department. She explained she would like more information on how to level out the levy increases over the next 10 years. She indicated she would support the City hosting drop-in meetings or workshops between the Finance Director and the public to further discuss property taxes with the residents in the community. She anticipated there were partners in the community that could help with these drop-in sessions, such as the Lions.

Councilmember Dunsworth explained she had a goal of reducing the general fund revenue from property taxes from 62% to 60%. She requested staff provide the Council with further information on the core operating expenses to better understand which expenses the City was contractually obligated to fulfill. She stated she would like to see this area of the budget reduced.

Councilmember Vint Frischman requested staff provide the Council with information on what contracts were one year, two year or five-year contracts.

Mayor Niedfeldt-Thomas requested staff provide the Council with tradeoff information on how the firefighter pay increase will impact the budget. She noted she would also like additional information regarding the 33rd police officer. Massopust reported staff would provide this information to the Council at a future meeting.

Councilmember Allen requested additional information on how much the City was spending on the newsletters and what it would cost to send out a fourth newsletter each year. He stated he would like the Council to further discuss the Phase 2 park improvements and what a path would look like to complete these projects. He explained he was interested in learning more about how a contribution to Ralph Reeder would impact the budget and tax levy.

Mayor Niedfeldt-Thomas thanked staff for all of their work on the budget and tax levy and noted the Council would continue to discuss the budget and tax levy at future worksession meetings.

Worksession adjourned at 6:17 pm

Respectfully submitted,

Terri Spangrud
City Clerk



Agenda Section:	Consent Agenda
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize staff to enter into agreement with Reach for Resources for inclusion services in Parks and Recreation programs

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:

- An agreement with Reach for Resources provides personalized inclusion services so that those in our community with disabilities or special needs can fully and actively participate in general Parks and Recreation programs alongside their peers.
- As a member of the Reach for Resources Consortium, Parks and Recreation staff have the opportunity to communicate with Reach for Resources' adaptive recreation professionals, licensed social workers, psychologists, and special education staff for referrals, consultations, and advice. When Parks and Recreation staff receive a request from the public for inclusion services, Reach for Resources will work directly with the participant and family to determine the level of support the participant may need in order to enjoy their experience. If necessary, Reach for Resources will provide on-site services for participants who may need one-on-one assistance.
- There are no additional costs to participants for on-site support. This agreement assists Parks and Recreation in meeting ADA

	regulations for inclusion services. ▪ The total cost of this contract is \$22,464.90, which includes 600 hours of inclusion support. Additional hours of support can be purchased for \$47.32. All costs will be paid from the Recreation budget in the General Fund. ▪ In 2025, approximately 1,100 hours of inclusion services were provided to Parks and Recreation program participants. Approximately 95% of those hours were for inclusion services for New Brighton residents.
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Recommendations:	Authorize staff to enter agreement with Reach for Resources for inclusion services in Parks and Recreation programs.
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Applicable Deadlines:	The current contract is set to expire on Dec. 31, 2026.
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Community Impact:	• Expands access for everyone: The partnership helps residents and non-residents of all abilities participate fully in Parks and Recreation programs by providing individualized inclusion support based on each participant's needs. • ADA compliance: This service strengthens the City's ADA compliance by helping the Parks and Recreation staff provide appropriate inclusion services and determine reasonable accommodations for participants. • Supports community engagement: By removing barriers to participation, this agreement helps staff offer inclusive recreation experiences to individuals and families who have not traditionally been able to participate in programming due to disabilities or special needs. • Provides support for families and staff: Reach for Resources works directly with participants and families to assess needs of each individual child and offers Parks and Recreation staff access to adaptive recreation specialists who can assist in the implementation of inclusive and adaptive programming.
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Legislative History:	▪ August 26, 2025 – Council authorized staff to enter agreement with Reach for Resources for inclusion services in Parks and Recreation programs for 2026 ▪ November 12, 2024 – Council authorized staff to enter agreement with Reach for Resources for inclusion services in Parks and Recreation programs for 2025 ▪ November 14, 2023 – Council authorized staff to enter agreement with Reach for Resources for inclusion services in Parks and Recreation programs for 2024 ▪ December 1, 2022 – Council authorized staff to enter agreement with Reach for Resources for inclusion services in Parks and Recreation programs for 2023 ▪ November 21, 2021 – Council authorized staff to enter agreement with Reach for Resources for inclusion services in Parks and Recreation programs for 2022
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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:	\$22,464.90
	Financing Source:	<u>Budgeted</u>
	Notes:	

Attachments:	<table> <tr> <td>1.</td><td>2027 Reach for Resources Contract</td></tr> </table>	1.	2027 Reach for Resources Contract
1.	2027 Reach for Resources Contract		



May 21, 2026

New Brighton
Attn: Maria Larson
City of New Brighton: Parks and Rec Department
400 10th Street NW
New Brighton, MN 55112

Dear Maria:

Enclosed you will find the 2027 contract for The City of New Brighton (hereafter referred to as New Brighton), as well as a breakdown of pricing methodology for adaptive recreation and/or inclusion support from Reach for Resources, Inc.

We have included the following within the 2027 Inclusion services and training contract for Inclusion services and training:

Package	Amount
Membership B: Cities with a population between 15,000-35,000 people, or counties under 75,000- 500,000 people	\$3370.12
No Adaptive package selected <i>In 2025, New Brighton had 0 participation units</i>	\$0
Inclusion Package 5: Up to 600 hours of Inclusion Support <i>In 2025, New Brighton had 1150.56 participation units</i>	\$19094.78
No Training Package Selected	\$0
TOTAL	\$22,464.90

Please review the contract in its entirety and contact me with any questions you may have or changes you would like to make. If all is well, please return a signed copy to Sally at Reach via mail, email, or fax by 9/1/2026.

Best,

Sally Krull
Director of Adaptive Recreation and Inclusion
952-393-5880



skrull@reachforresources.org

Page 2 of 11

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468

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Adaptive Recreation and/or Inclusion Services Contract Agreement 2027

Reach for Resources, Inc. and the City of New Brighton (Minnesota) agree that Reach for Resources Inc. will provide the Adaptive Recreation & Inclusion Services for New Brighton residents and/or programs. The contract fee is \$22795.3 to be paid annually upon receipt of an invoice. The services will begin on January 1, 2027 and continue until December 31, 2027.

General Benefits of Membership - \$3370.12

- Membership in the Reach consortium allows for utilization of Reach's recreation team to plan and implement hundreds of adaptive programs each year and/or to coordinate and facilitate inclusion opportunities (depending on the package(s) purchased).
- After becoming a member, partners may purchase their choice of adaptive and/or inclusion packages to support their residents with disabilities.
- All Reach staff will be trained and insured under Reach for Resources.
- Reach contracts help city partners meet the program access standard in Title II of the Americans with Disabilities Act. Contracting with Reach for Resources does not dispel all administrative requirements under the Americans with Disabilities Act. See [ada.gov](https://www.ada.gov) for more information and details on requirements.
- Membership gives the opportunity to purchase adaptive and/or inclusive recreation program services at below market, nonprofit prices.
- Members have access to Reach's professional staff by phone for information and referral, consultation and assessment about disability related recreational concerns and needs.
- Members have access to Reach's professional staff in person on a biannual basis to discuss access issues, exchange ideas, and jointly plan adaptive recreation services for each program's residents with disabilities.
- Members can purchase professional, disability-related training sessions at below market, nonprofit rates. These are an optional contract add-on. Training options can be viewed and requested here:
<https://forms.office.com/r/GXwbr1s6n6>
 - 60-90 minute in-person training of your choice in 2027 is \$330.40. This also includes the video link for any number of learners.
 - 60-90 minute recorded virtual training in 2027 is \$131.35.
- New Brighton staff will have access to Reach's certified, adaptive recreation professionals, licensed social workers, and special education staff by phone for information, referral and consultation about disability related recreational concerns and needs for up to the number of administrative hours purchased (150hours).
 - If New Brighton utilizes more than 150 administrative hours, additional hours will be billed at \$48.80 per hour in 15 minute units.
- Reach will coordinate and facilitate semi-annual meetings including Reach's professional staff and other service recipients to discuss ADA law, problem solve, exchange ideas, review services provided, delivery methods devised, and results achieved in the prior 6-month period.

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468

- Membership gives New Brighton access to the Reach inclusion questionnaire and other service-related forms upon request and caregiver completion of Reach for Resources' Release of Information Form.

Sensory Safe Spot Add-On Option

Reach for Resources, Inc. is pleased to introduce a partnership with the Sensory Safe Spot as an add-on option to enhance the accessibility and inclusivity of community events. The Sensory Safe Spot is overseen by an Occupational Therapist and provides a calm and regulating space for individuals with sensory needs, ensuring that everyone can enjoy the event comfortably.

Items Included:

- Weighted Items
- Sequin Wall
- Bean Bag Chair
- Fiber Optic Lights
- Calming Visuals
- Fidgets
- Sensory Bins
- Noise Reduction Items
- And more!

Pricing Options:

- **The Calm Cove:**
 - 10' x 10' tented area
 - Customized sensory tools
 - Staff supervision provided
 - **\$25/hour with a \$50 setup fee**
- **The Sensory Suite:**
 - 10' x 20' tented area
 - Customized sensory tools
 - Staff supervision provided
 - **\$50/hour with a \$50 setup fee**

For more information or to add the Sensory Safe Spot to your contract, please contact Sally Krull at Reach for Resources, Inc. This add-on option ensures that your event is accessible to all attendees, regardless of their sensory needs.

Adaptive Recreation Package Details - \$0

- Adaptive packages ensure you are offering programs for all the residents living in your area.
- Reach will plan a wide array of quarterly adaptive recreation opportunities. Activities available will include arts programming, social groups, community outings, adapted exercise, life skills and education classes, and therapeutic recreation, music therapy and art therapy programs.
- Programs will be designed for residents of all ages including youth, teens, and adults.
- Specific programs can be planned upon request.
- Reach staff will plan, staff, facilitate, and manage registrations for all adaptive programs.
- Residents of member cities will receive discounted rates on nearly all program fees excluding therapeutic services or other specialty programs.
- City partners will grant access for Reach to reserve city community centers, fields, gyms, and park buildings when available for programming at no cost as this program should be seen as an extension of other parks and recreation programming. Additional specialty services such as field lights or hayrides may be reserved at an additional cost for Reach for Resources.
- Reach may partner with other organizations for program facilitation but will always have at least one Reach staff on-site at hosted activities.
- An annual adaptive program satisfaction survey will be offered to all participants. The results of this survey will be evaluated, and changes will be made if applicable. Survey results will be shared with the consortium.
- Administrative hours will only be tallied for cities if the programs are being coordinated due to a specific request from the city partner. Programs planned and initiated by Reach will not result in any admin hour tracking.

As long as it is safe to do so, adaptive recreation programs will be primarily held in person with some virtual options for individuals who prefer connecting that way. In the event where it is unsafe to meet in person for an extended period of time, virtual options will be made available. Unsafe scenarios may include but are not limited to natural disasters, public health crises, and political unrest. The Director of Adaptive Recreation will work with the Senior Director of Program Services and Compliance at Reach for Resources to determine what situations may be deemed as “unsafe.”

Inclusion Package - \$19094.78

Inclusion services ensure that individuals of all abilities are welcomed into programming in a way that sets up the program and the individual up for success. Inclusion service provided by Reach shall include both the professional and paraprofessional services below:

Reach for Resources Professional Services (150 Hours for New Brighton)

*All of these services listed (except those with an *) below will be tracked as administrative time when they are done for a specified partner. General hiring, training and supervision of Reach staff will not be tracked unless it relates to a specific request.*

- Consultation with staff about general programmatic or specific resident's needs;
- Observation and needs assessment of individuals with disabilities;
- Inclusion plan development and virtual inclusion intake meetings;
- *Recruitment and training of inclusion facilitators on an ongoing basis;
- Individualized coaching for specific recreation generalists who are including individuals with disabilities;
- *Ongoing supervision and management of Reach's paraprofessional inclusion staff;
- *Reports compiling inclusion hours provided semi-annually;
- More detailed or frequent reporting upon request;
- Inclusion Progress reports available upon request;
- Ongoing communication between family, Reach professionals and program leaders to ensure coverage and preparedness
- *New Brighton will receive completed inclusion questionnaires upon request, only to be shared on a need-to-know basis with team members directly supporting the participant and with express permission from caregivers via the Reach for Resources' Release of Information Form.

Paraprofessional Services

- Implement the inclusion plan
- Attend scheduled programs and provide direct assistance to the identified individual(s)

Inclusion Policies and Procedures

- Inclusion Services may be provided for a qualified individual with a disability. The definition of a qualified individual with a disability under the Americans with Disabilities Act includes:
 - A person who has a physical or mental impairment that substantially limits one or more major life activities
 - A person who has a history or record of such an impairment

- A person who is regarded as having such an impairment
 - (<https://www.ada.gov/topics/intro-to-ada/>)
- Major life activities are the kind of activities that you do every day. Examples include: eating, sleeping, speaking, breathing, walking, cognitive functions, sensory functions, reading, learning, communicating, and operation of major bodily functions.
 - (<https://www.ada.gov/topics/intro-to-ada/>)
- Reach inclusion services are provided only to programs planned, run, and registered for within the contracted entity. Reach cannot provide inclusion services for partnered programs unless the registration is completed through the contracted entity. For further assistance, program partners may contact Reach for contract options.
- Reach recreation staff are paid a minimum of two hours for each shift; thus Reach will bill a minimum of two hours for each scheduled inclusion unless otherwise noted above.
- When inclusions are held in locations that are more than 18 miles from 7300 Metro Boulevard, Edina, MN 55439 (driving directions), New Brighton will be billed at the federal rate for each mile over 18 miles both to and from the program. In 2026 the federal mileage rate is \$0.72.5 per mile. Mileage will be calculated based on distances according to Google Maps.
- Reach staff working programs should be treated as an extension of the recreation staff team. The expectation is that New Brighton staff will introduce them to the group, communicate directly with them about concerns, and keep them in the loop about plans and schedule changes. This can be done via email or in person. New Brighton staff should still communicate and interact with the person who is receiving services, just as they would any other child.
- If there is an incident that occurs at a program where inclusion staff are scheduled, please send a copy of the report to inclusion@reachforresources.org ASAP (within 24 hours of the event). This applies even if inclusion staff are not present that day, but they will be back to provide support to the program at a future date. If there are any safety concerns, please call the Inclusion Manager and leave a message if they are not available and then call the Director of Adaptive Recreation and Inclusion and send a follow-up email to ensure maximum visibility.
- Reach for Resources staff should receive copies of emergency preparedness plans and program behavior guidelines if these exist for any scheduled programs prior to starting the inclusion.
- Inclusion staff may require adaptive equipment to assist people with disability-related needs in participating fully in recreational activities. To ensure the seamless provision of these services, Reach will work with contracted partners to provide such equipment free of charge when necessary for the program.
- As long as it is safe to do so, inclusion support will be offered as an in-person service. In the event where it is unsafe to meet in person at a given program, support may be terminated at the discretion of the Director of Recreation. Unsafe scenarios may include but are not limited to natural disasters, threats of violence or previously experienced violence, public health crises, and political unrest. The Director of Adaptive Recreation will work with the Senior Director of Program Services at Reach for Resources to determine what situations may be deemed as “unsafe.”

- An annual inclusion satisfaction survey will be offered to all participants. The results of this survey will be evaluated and changes will be made if applicable. Survey results will be shared with the consortium.

Inclusion Support Request Procedure:

- To request inclusion support for a program New Brighton staff are requested to go to this website: <https://www.reachforresources.org/services/inclusion/> and click on “Schedule an inclusion.” Fill out all necessary fields. After this request is submitted, it will go into Reach’s queue for follow up. You are able to save a PDF of your request after it is submitted, or you can request one at a later date.
- Reach will communicate with New Brighton staff for approval before attending any program to ensure New Brighton would like to use their contract hours for the requested program.
- When requesting inclusion support, the requesting entity shall provide as much notice as possible after registration is confirmed.
- Requests for inclusion support should not be made for individuals who are not yet registered. Participants must be on a confirmed roster to make an official request.
- Shift Filling Procedure:
 - 1.) Post the opening and message all current inclusion staff
 - 2.) Follow up 1:1 with specific recreation staff who may be interested/available
 - 3.) Offer the shift to other professionals who work at Reach and if a fit is found, provide training
 - 4.) Post job openings specific to this needed position
- Efforts to Fill Shifts:
 - Every effort will be made to find a team member to provide inclusion assistance and programs that request support.
 - Requests will be attempted to be filled in the order they are received.
 - Requests from contracted partners who still have hours remaining in their contracts will be prioritized.
 - If Reach is unable to fill a shift due to a workforce shortage, special skills needed, or any other issue, Reach will not bill for any hours.
- Inclusion substitutes may be sent in the event the scheduled staff person has a schedule conflict.
 - Reach has approximately 40 inclusion facilitators, as well as the adaptive recreation and inclusion directors, inclusion manager, and adaptive recreation manager. Program administrators will do their best to fulfill the inclusion needs for a scheduled program.
 - If no substitute can be scheduled, Reach will contact the program leads and/or the caregiver to ask if they are available to support the inclusion participant for the specified shift. Reach administrative staff can provide creative solutions, tips and feedback to help create a successful experience.
 - Unless there is a safety concern, participants should not be denied access to a program due to the unavailability of inclusion staff. If no staff can be scheduled, program hosts are responsible for

identifying and executing alternative solutions. This may include reallocating staff from another program, reaching out to volunteers for assistance, or posting an open shift to the schedule.

- If a request cannot be filled for more than a week or two, program hosts must escalate the issue to determine long-term solutions, such as adjusting staffing resources or collaborating with Reach leadership for support. Denying participation in these cases could be considered discriminatory, as programs would likely not qualify for "undue burden" under the ADA in this circumstance. It is critical to utilize available resources creatively to ensure program accessibility for all participants.

Procedures for unfilled shifts, cancellations, or absent participants:

- In the event of an unforeseeable circumstance that would prohibit an inclusion staff from making it to a scheduled program with little or no notice then the New Brighton staff would work with the caregiver or have a staff that has attended Reach's Inclusion/Disability training assist the instructors for the class or program to help provide the inclusion support needed.
- In the event of a cancellation with at least two weeks' notice Reach will not bill for any services.
- In the event of an absent participant at a scheduled inclusion without any notice (no call no show):
 - Reach staff may stay and assist the other children in the program and bill for their time.
 - Reach staff may wait for the participant for 30 minutes after the program scheduled start time before departing. New Brighton will be billed for the time that staff are present.
- In the event of a cancellation with less than two weeks' notice:
 - Reach Staff may stay and assist the other children in the program and bill for their time.
 - Reach staff may choose not to attend or be pulled to an area of greater need. Reach will not bill for any services.
 - In the event of a weather cancellation, Reach will bill for the scheduled number of hours, including a 2-hour minimum if applicable, to ensure our staff can rely on their planned schedules and income. This policy supports our commitment to our team by allowing them to plan around their work hours and maintain financial stability.

Contract Summary

The package of service selected by New Brighton includes:

- General benefit services
- One in-person 60-90 minute training session on inclusion and behavior management or topic of choice. Also includes pre-recorded video training.
- Adaptive recreational and leisure programming and activities for youth and adults with intellectual and physical disabilities or mental health concerns.
- Inclusion Services: Inclusion Package 5: Up to 600 hours of Inclusion Support
 - New Brighton will buy the above package but understands that if more hours than anticipated are needed, additional inclusion service hours may be purchased at a rate of \$47.32 per hour.

Tiered Pricing and Contract Renewal Terms

To ensure smooth budgeting processes and timely planning, Reach for Resources, Inc. requests that all current partners renew their contracts by September 1st for the best pricing. The following tiered pricing structure will apply based on the date the signed contract is returned:

- **If signed and returned by September 1st, 2026:** Contracts will be honored at the current rate.
- **If signed and returned by October 1st, 2026:** An additional 5% will be added to the contract amount.
- **If signed and returned after October 1st, 2026:** An additional 10% will be added to the contract amount.

In addition, a contract cancellation fee of 25% will be implemented if the city chooses to end the services before the end of the annual contract term.

To assist with Reach's budgeting processes, it is crucial to know the number and number of contracts expected as soon as possible. Please review the contract in its entirety and contact Sally Krull at Reach for Resources, Inc. with any questions or changes you may have. If all is well, please return a signed copy by the specified dates to ensure the best pricing.

The contractor agrees to maintain general and professional liability insurance in the amount of \$2,000,000 at all times during the term of this agreement. Proof of insurance will be provided upon request.

The parties agree that the relationship created by this Agreement is that of independent contractor, and not of employer and employee, a joint venture or a partnership. Reach shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the performance of services hereunder. Reach shall be responsible for the compensation and benefits of its employees and for payment of all federal, state and local taxes payable with respect to any amounts paid under this Agreement. Neither Reach nor its employees shall acquire rights to

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468



wages, workers' compensation benefits, unemployment compensation benefits or other rights or benefits offered to employees of New Brighton.

Reach agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Reach will immediately report to New Brighton any requests from third parties for information relating to this Agreement. Reach agrees to hold New Brighton its officers, and employees harmless from any claims resulting from Reach's unlawful disclosure or use of data protected under state and federal laws.

The parties agree, to the fullest extent permitted by law, to indemnify and hold the other party harmless from any claims, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the indemnifying party's negligent acts, errors or omissions in the performance of professional services under this Agreement.



By signing this page New Brighton agrees to pay the contract total of \$22795.3 and agrees to all aforementioned policies and procedures.

Package	Amount
Membership B: Cities with a population between 15,000-35,000 people, or counties under 75,000-500,000 people	\$3370.12
No Adaptive package selected	\$0
Inclusion Package 5: Up to 600 hours of Inclusion Support	\$19094.78
As Needed: Additional hours of Inclusion Support	\$47.32 / hour
No Training Package Selected	\$0
Total	\$22,464.90

By _____

Title _____

City Of New Brighton

Attn: Maria Larson

City of New Brighton: Parks and Rec Department

400 10th Street NW

New Brighton, MN 55112

Date _____

By _____

Title: Senior Director of Program Services & Compliance

Reach for Resources

Larrisa Laramée

7300 Metro Boulevard, Suite 625

Edina, MN 55439

Date _____

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468



Agenda Section:	Consent Agenda
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize Staff to Enter Into Professional Services Agreement with WSB, Inc for Vermont Park Final Design

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:

The City is moving forward with the redevelopment of Vermont Park following the award of a \$350,000 Minnesota Department of Natural Resources Outdoor Recreation Grant. To move the project into construction, final design services are required. Staff recommends entering into a Professional Services Agreement with WSB to complete the final design, engineering, permitting, public engagement, and construction documents necessary to bid the project. The proposed agreement is for a not-to-exceed amount of \$120,150.

Vermont Park has been identified as a priority neighborhood park for reinvestment through the City's Parks and Trail System Master Plan. The redevelopment will improve accessibility, expand recreational opportunities, and enhance amenities for residents while meeting the requirements of the Minnesota DNR Outdoor Recreation Grant.

WSB has served as the City's landscape architecture and engineering consultant on numerous park improvement projects and is familiar with the Vermont Park planning efforts. The proposed scope of work includes:

	• Topographic survey updates • Project management and coordination • Schematic design • Community engagement, including an open house and online survey • Final construction documents • Permitting and regulatory coordination • Bid-ready plans and specifications The final design will refine the previously approved concept plan and prepare the project for competitive bidding. Planned park improvements include a new playground, basketball court, picnic shelter, community garden, accessible trails, parking improvements, landscaping, and other site amenities.
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Recommendations:	Authorize staff to enter into an agreement with WSB for Professional Services for Vermont Park Design.
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Applicable Deadlines:	Staff is hoping for construction in the Spring of 2027, and design needs to be completed prior to bidding.
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Community Impact:	The redevelopment of Vermont Park represents a significant investment in one of New Brighton's neighborhood parks and will expand access to high-quality recreational opportunities for residents of all ages and abilities. Planned improvements include a new playground, basketball court, picnic shelter, community garden, accessible trails, improved parking, and site amenities that will create a more welcoming and functional community gathering space. Authorizing the professional services agreement with WSB allows the City to advance the project from planning into final design and construction readiness. The design process will include community engagement to ensure resident feedback helps shape the final park improvements while meeting the requirements of the Minnesota Department of Natural Resources Outdoor Recreation Grant.
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	The project continues the City's commitment to implementing the Parks and Trail System Master Plan by investing in neighborhood parks, improving accessibility, enhancing quality of life, and leveraging outside funding to maximize the impact of local investment.
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Legislative History:	• February 13, 2019 – City Council appoints Parks Comprehensive Parks System Plan Steering Committee. • July 2019 – City Council adopts the City’s new 2040 Comprehensive Plan guiding overall City development for the next thirty years. Plan includes a specific recommendation to undertake a separate and specific comp planning process for the City’s park system. • 2019 – Data collection & evaluation, community engagement, reports on findings, and preliminary recommendations and concepts were drafted. • February 3, 2020 – Park and Recreation Commission (PREC) reviews initial draft plan • March 4, 2020 – City Council reviews initial draft plan and calls for plan finalization. Additional public review held throughout March. • April – August 2020 – Plan finalized for adoption based on PREC, Council, and public feedback. Plan distributed to adjacent jurisdictions for review and comment. • August 5, 2020 – PREC unanimously approves recommendation and adoption of the Comprehensive System Plan to the City Council for adoption and inclusion in the 2040 Comprehensive Plan. • September 15, 2020 – Planning Commission hosts a public hearing and approves forwarding the Comprehensive System Plan to the City Council for adoption and inclusion in the 2040 Comprehensive Plan. • March 23, 2021 – Worksession discussion about Parks Comprehensive Plan Implementation • June 1, 2021 – Parks Master Plan Implementation Update • February 11, 2025 - Council approved an application to the MnDNR for the Outdoor Recreation Grant
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Strategic Priority:	<u>City Assets</u> <u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$120,150 (not to exceed)
	Financing Source:	Other - Municipal Development Fund
	Notes:	

Attachments:	<table> <tr> <td>1.</td><td>2026-0701_LTR Proposal_Vermont Park Final Design_S0</td></tr> </table>	1.	2026-0701_LTR Proposal_Vermont Park Final Design_S0
1.	2026-0701_LTR Proposal_Vermont Park Final Design_S0		

July 1, 2026

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

Re: Vermont Park Final Design Services Proposal

Dear Ms. Fink,

I am pleased to submit this letter proposal on behalf of WSB LLC (Consultant) to the City of New Brighton (Client) for the Vermont Park final design services related to the site improvements as identified on the Recreational Site Plan, estimated at a construction budget of approximately \$800,000.

I. PROJECT UNDERSTANDING

It is understood that the City of New Brighton seeks professional services for final design services for Vermont Park redevelopment in accordance with the DNR Outdoor Recreation Grant and corresponding Recreational Site Plan, to be updated with new park boundaries. We anticipate the following program elements:

- Trails & pedestrian ramps
- Parking for approximately 10 stalls
- Multi-use field re-grading
- Site irrigation
- Full basketball court
- Playground
- Open air picnic shelter
- Fencing
- Site furnishings (tables, benches, grills)
- Drinking fountain
- Community garden area (planters)
- Site restoration and landscaping
- It is understood that this facility does not require sanitary sewer

II. SCOPE OF SERVICES

1. PREDESIGN SERVICES

A. Topo Survey Services:

- 1) Topographical survey information for the acquired lots will be added to the existing topo survey.

2. PROJECT MANAGEMENT & MEETINGS

A. Project Management:

- 1) Provide updates to, and coordination with, Client and vendors through the duration of the design process.
- 2) Facilitate staff resources to deliver the project. This includes monitoring and managing the scope of services, budget, schedule, and invoicing to align with the professional services agreement.

B. Data Collection / Base maps

- 1) The Consultant will collect all relevant project data from the Client and Pre-Design services necessary to complete final design. This includes topographical AutoCAD files, geotechnical borings, GIS parcel data, existing infrastructure information, collection of environmental and regulatory information that will affect the planning, design, and construction, and development of project base map drawings.

C. Client Meetings

- 1) Consultant will facilitate an in-person project startup meeting with Client to review the project schedule, design process, intended outcomes, and deliverables along with a discussion of site programming and any work to be completed by the City or others. The meeting will review new park boundaries and discuss modifications to the proposed site improvements. Consultant will prepare and distribute meeting summary notes to those in attendance.
- 2) Consultant will conduct a site review meeting following the start-up meeting to identify site opportunities and constraints in relation to the Recreational Site Plan and current park lands available.
- 3) Consultant will facilitate up to four (4) virtual Client review meetings throughout the course of the design process as follows:
 - a. Schematic Design review and feedback.
 - b. Design reviews at 30-60-90% complete milestones.

3. SCHEMATIC DESIGN & ENGAGEMENT

A. Schematic Design

- 1) The Consultant will prepare schematic design plans to illustrate layout options related to the overall park design and parking areas based upon the current park boundaries. The schematic plans will be reviewed by the Client for preferences to carry forward into Final Design.

B. Recreation Site Plan

- 1) The Consultant will prepare an amendment to the Recreational Site Plan with the modified park design for submittal to the DNR to be in compliance with the Outdoor Recreation Grant funding.

C. Playground Design

- 1) The Consultant will prepare and distribute an RFP to varying playground vendors for the submission of a design for the playground container based on the preferred design approach, container limits, and established budget. The RFP will require the playground vendors to submit a design with plan view and 3-D graphics of the proposed designs suitable for public viewing. The Client will select a playground vendor based on the preferred design.

D. Community Engagement

- 1) The Consultant will facilitate one community open house meeting to present the playground design options and overall site plan for review and feedback. Additionally, the Consultant will provide a preference survey to be posted on the City's website with the site and playground designs available for the community to provide input on the park site plan and playground design preferences.

4. FINAL DESIGN & PERMITTING

A. Design Development Plan (30%)

- 1) The Consultant will prepare preliminary plans for site improvements to identify fit, orientation, and drainage, including coordination with Ramsey County for work along and within County Road Rights-of-Way. The plans will illustrate spatial configurations, material selections, and general character. This includes a corresponding estimate of probable costs and determination of options and alternates for consideration. Factors for consideration will include:
 - a. Grading and site impacts
 - b. Accessibility & inclusiveness
 - c. Overall layout and character
 - d. Budgetary constraints

B. Construction Plans and Specifications (60-90-100%):

- 1) The Consultant will prepare final construction documents for the improvements. The bid documents shall include plans, details, and specifications to pursue competitive bids for the construction of the improvements. Anticipated construction plans include:
 - a. Title Sheet / Index
 - b. SWPPP
 - c. Removals & Erosion Control
 - d. Layout Plan & Enlargements
 - e. Grading Plan & Enlargements
 - f. Utilities Plans (water service)
 - g. Electrical Plans: Electrical sub-consultant (edi-dolejs) will provide electrical plans for the security light, shelter electrical service with lights and outlets, and an outlet for the community garden area. Athletic field lighting is not included.
 - h. Restoration & Landscaping Plans
 - i. Irrigation Plan
 - j. Construction Details
 - k. Technical Specifications
 - l. Bid Proposal Form and Estimate of Probable Costs
 - m. Cad model in Civil 3D suitable for GIS based systems for increased accuracy of construction.
- 2) Water Resource Design & Permitting Memo & Project Permits (application fees will be billed as reimbursable expenses in addition to consulting fees).
 - a. SWPP documents adhering to the NPDES permit requirements.
 - b. Rice Creek Watershed District permit for the Erosion and Sediment Control Rule.
 - c. Stormwater Memo documenting the site does not meet the thresholds for the Stormwater Management Rule if parking remains on-street.

- d. The Consultant will conduct site hydrology modeling for the proposed improvements including stormwater treatment design and consultation to meet the RCWD permit requirements.

III. ASSUMPTIONS

Consultant has based the scope of work and fee upon the following assumptions:

1. We understand that the Client will be responsible for:
 - a. Full program coordination with one individual representing the Owner's interests.
 - b. Providing legal counsel, advice and services available to the Consultant during the term of this Agreement on any or all matters related to the project such as, but not limited to, title opinions, interpretations of agreements, covenants and laws affecting the project, advice and assistance in processing applications, review and preparation of project agreement documents, participation in presentations to public agency staff and boards and general counsel on the legal implications of all substantive or procedural aspects of the project itself.
 - c. Coordinating all meetings with City staff, associations, and public involvement in the project.

IV. EXCLUSIONS

1. The following items are excluded from this Agreement; however, Consultant can provide these professional services for additional compensation by amendment to this Agreement.
 - A. Hazardous waste investigations and engineering, natural resource survey services, archaeological services, and ecological design services.
 - B. Athletic field lighting design.
 - C. Permit fees.

V. ADDITIONAL SERVICES

Additional services may be added upon approval by both Client and Consultant via amendment to this Agreement.

VI. PROPOSED FEES

The Scope of Services described above will be provided for an hourly not-to-exceed fee as identified in the following table:

Service Description	Fee
Pre-Design Survey	\$1,500
Project Management & Mtgs	\$8,150
Schematic Design & Engagement	\$10,000
Final Design	\$61,500
Water Resources & Permitting	\$12,500
Electrical Design	\$26,500
Total Hourly-not-to-exceed Fee	\$120,150

Reimbursable expenses will be billed in addition to fees listed above.

ACCEPTANCE

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

Sincerely,

WSB



Candace Amberg
Project Manager



Jason L. Amberg
Director of Landscape Architecture

CITY OF NEW BRIGHTON

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

By: _____

Name: _____

Date: _____



Agenda Section:	Consent Agenda
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize Execution of the Minnesota Department of Minnesota Outdoor Recreation Grant Agreement for Vermont Park Redevelopment

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:

In 2025, the City was awarded a \$350,000 Outdoor Recreation Grant through the Minnesota Department of Natural Resources (MnDNR) for improvements to Vermont Park.

The project includes construction of a new picnic shelter, parking lot, and walking trails; renovation and expansion of the basketball court; improvements to the multi-use athletic field, including irrigation and electrical upgrades; installation of playground borders, fencing, landscaping, community gardens and other park amenities. The project represents a significant investment in one of the City's neighborhood parks and aligns with the City's Parks and Trails System Comprehensive Plan by enhancing recreation opportunities, accessibility, and neighborhood gathering spaces.

The grant agreement establishes the terms and conditions for reimbursement of grant funds. The performance period extends from June 4, 2026, through June 3, 2029, allowing the City to complete construction and submit reimbursement requests. The agreement also requires the City to maintain Vermont Park for public outdoor recreation purposes in perpetuity, consistent with Land and Water Conservation Fund requirements.

Recommendations:	Staff and the City attorney have reviewed the agreement and recommend authorization to execute the grant documents for the Vermont Park Improvement Project.
Applicable Deadlines:	Staff is hopeful for a Spring 2027 construction time period.
Community Impact:	The Vermont Park Redevelopment Project will transform an existing neighborhood park into a more accessible, welcoming, and active community space. Planned improvements will provide enhanced opportunities for recreation, neighborhood gatherings, and informal play while improving accessibility and supporting residents of all ages and abilities. This investment also advances the City's commitment to maintaining high-quality parks and leveraging outside funding to maximize local tax dollars. The \$350,000 state and federal grant reduces the City's overall cost while delivering long-term recreational, health, and community benefits for New Brighton residents.
Legislative History:	• February 13, 2019 – City Council appoints Parks Comprehensive Parks System Plan Steering Committee. • July 2019 – City Council adopts the City's new 2040 Comprehensive Plan guiding overall City development for the next thirty years. Plan includes a specific recommendation to undertake a separate and specific comp planning process for the City's park system. • 2019 – Data collection & evaluation, community engagement, reports on findings, and preliminary recommendations and concepts were drafted. • February 3, 2020 – Park and Recreation Commission (PREC) reviews initial draft plan • March 4, 2020 – City Council reviews initial draft plan and calls for plan finalization. Additional public review held throughout March. • April – August 2020 – Plan finalized for adoption based on PREC, Council, and public feedback. Plan distributed to adjacent

	jurisdictions for review and comment. • August 5, 2020 – PREC unanimously approves recommendation and adoption of the Comprehensive System Plan to the City Council for adoption and inclusion in the 2040 Comprehensive Plan. • September 15, 2020 – Planning Commission hosts a public hearing and approves forwarding the Comprehensive System Plan to the City Council for adoption and inclusion in the 2040 Comprehensive Plan. • March 23, 2021 – Worksession discussion about Parks Comprehensive Plan Implementation • June 1, 2021 – Parks Master Plan Implementation Update • February 11, 2025 - Council approved an application to the MnDNR for the Outdoor Recreation Grant
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Strategic Priority:	<u>City Assets</u> <u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$350,000
	Financing Source:	<u>Revenue</u> <u>Other</u> <u>N/A</u>
	Notes:	

Attachments:	<table> <tr> <td>1.</td><td>LW27-01497 New Brighton Vermont Park_DRAFT_S0</td></tr> </table>	1.	LW27-01497 New Brighton Vermont Park_DRAFT_S0
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**STATE OF MINNESOTA
GRANT AGREEMENT
Federal Sub-Award Agreement**

LW27-01497

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of New Brighton J7LNZUHNJNC3 400 10th St NW, New Brighton, MN, 55112 ("Grantee").

Recitals

1. Under the Land and Water Conservation Fund, National Park Service, 15.916 – Outdoor Recreation Acquisition, Development and Planning, Federal Award P26AP00521, the State received a federal award of \$350,000 on June 4, 2026 for 27-01497 New Brighton Vermont Park. The purpose of the federal grant is to construct a picnic shelter, parking, and new walking paths; renovate and expand the existing basketball court; and install playground border, improve multi-use sports field irrigation, electrical upgrades, fencing, and site amenities. This project is not a research and development award.
2. Under 27-01497 New Brighton Vermont Park and [Minn. Stat. 84.026](#), the State subawards \$350,000 to the Grantee J7LNZUHNJNC3 for the purpose of conducting the project entitled 27-01497 New Brighton Vermont Park for the purpose of constructing a picnic shelter, parking, and new walking paths; renovating and expanding the existing basketball court; and installing playground border, improving multi-use sports field irrigation, electrical upgrades, fencing, and site amenities.
3. The commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
4. Pursuant to [Minn. Stat. 84.0264](#), the state is empowered to receive and administer grants under the Land and Water Conservation Fund grant program authorized by Congress in the Land and Water Conservation Fund Act of 1965, as amended, and the Local Grants program authorized by the State of Minnesota. Fifty percent of the funds granted under subdivision 1 shall be distributed for projects to be acquired, developed, and maintained by local units of government, providing that any project approved is consistent with a statewide or a county or regional recreational plan and compatible with the statewide recreational plan. All money received by the commissioner for local units of government is appropriated annually to carry out the purposes for which the funds are received.
5. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Vermont Park.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

1.1. *Effective date:*

June 4, 2026, Notwithstanding Minnesota Statutes §16B.98, Subd. 5, and MS §16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the contract. Pursuant to [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. This is the Performance and Budget Period start date.

1.2. *Expiration date:*

June 3, 2029, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 2, 2029. This is the Performance and Budget Period end date.

- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 17 American Disabilities Act; 19 Monitoring; 23 Land Retention and Deed Restriction; 24 Resource Management and Protection; and 40 Additional Program Requirements.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1) and comply with **Attachment A, Project Budget**, which is incorporated and made a part of this contract.

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee

- 4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** Compensation in an amount not to exceed \$350,000.

4.1.2. **Total Federal Funds.** The total amount of federal funds obligated to the Grantee by the State is \$350,000, including the current financial obligation.

4.1.3. **Matching Requirements.** Grantee certifies that the following matching requirement for the grant will be met by Grantee. The total project cost is \$700,000. Grantee agrees to provide a match of at least \$350,000.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

4.1.4. **Indirect Cost Rate.**

Federal indirect costs are not eligible for reimbursement in the State's federal award or this sub-award agreement.

4.1.5. **Travel Expenses.**

Travel expenses are not eligible for reimbursement in the State's federal award or this sub-award agreement.

4.2. **Payment.**

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis and will** promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon completion of services or up to four requests during the contract period. A final reimbursement of not more than 10% may be withheld until final completion of services.

4.2.1. **Federal funds.**

Payments under this grant agreement will be made from federal funds obtained by the State through the National Park Service of the United States Department of Interior, Land and Water Conservation Fund, 15.916, Act of 1965 as amended thereto, and under Assistance Listing 15.916 – Outdoor Recreation Acquisition, Development and Planning and Federal Award P26AP00521. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**

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

6. **Authorized Representative**

The State's Authorized Representative is Sarah Wennerberg, Grants Specialist Coordinator, 500 Lafayette Rd., St. Paul, MN 55155, 651-259-5579, Sarah.Wennerberg@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or their designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Jennifer Fink, Director of Parks and Recreation, 400 10th St NW, New Brighton, MN 55112, 651-638-2126, Jennifer.Fink@newbrightonmn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. **Assignment, Amendments, Waiver, and Grant Agreement Complete**

7.1. **Assignment.**

The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2. **Amendments.**

Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3. **Waiver.**

If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7.4. **Grant Agreement Complete.**

This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. **Subcontractors, Contracting, and Bidding Requirements**

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.318](#) through 2 CFR 200.326.

8.1 *Uniform Municipal Contracting Law*

Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

8.1.1. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

8.2 The Grantee must not contract with [vendors who are suspended or debarred in MN](#).

8.3 The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State's Authorized Representative.

8.4 ***Domestic Sourcing Preferences.*** Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

8.5 ***Prohibition on certain telecommunications and video surveillance service or equipment.*** Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

9. **Liability**

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

10. **Audits (State and Single)**

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. **Government Data Practices and Intellectual Property**

11.1 ***Government Data Practices.***

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2 ***Intellectual Property Rights (if applicable).***

11.2.1. ***Intellectual Property Rights.***

- (A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.
- (B) *Obligations*
1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
 2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (C) The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

12. Workers’ Compensation

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

13. Publicity and Endorsement

13.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or their designee. For purposes of this provision, publicity includes websites, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

13.2 *Signage*

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

13.3 *Endorsement*

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms [of 2 CFR 200.315](#).

14. Governing Law, Jurisdiction, and Venue

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

15. Termination

15.1 (a) *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

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

15.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

(a) Funding for Grant No. P26AP00521 is withdrawn; or

(b) 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 the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16 Data Disclosure

Under [Minn. Stat. § 270C.65, Subd. 3](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state

obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines. The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

18 Non-Discrimination Requirements

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

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Rules and relevant orders of the Minnesota Department of Human Rights issues pursuant to the Minnesota Human Rights Act
- f) [Minn. Stat. 363A.02](#) prohibiting discrimination against any employee or applicant because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age and requiring affirmative steps to be taken to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- g) Any other applicable non-discrimination law(s).

19 Reporting Requirements

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

20 Monitoring

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

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

21 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

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

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

22 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

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

23 Land Retention and Deed Restriction

23.1 Land Retention

Any lands acquired or developed with assistance from the Outdoor Recreation grant program must be retained solely for public outdoor recreation use. The lands subject to this contract are shown in Attachment B – Boundary Map which is attached and incorporated into this contract. No other use can be made of these lands without prior written approval of the State and the Secretary of Interior. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

23.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Outdoor Recreation Project Contract LW27-01497, the City of New Brighton does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The property has been acquired and/or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State acting through its Commissioner of Natural Resources and the Secretary of the Interior.

24 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

25 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project

site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

26 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

27 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

28 Program Requirements

The grantee will comply with the provisions of the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), and **Attachment C, Federal Land and Water Conservation Fund Program General and Special Provisions**, attached and incorporated into this contract.

29 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

30 Department of Interior Standard (DOI) Terms and Conditions.

DOI Standard Terms and Conditions apply and are located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective April 1, 2025), except the provision related to the Davis-Bacon Act in Section VII.

31 2 C.F.R. 200.92 Subaward; 200.101 Applicability; and 200.331 Subrecipients and contractor determinations.

Requirements for passthrough entities applies.

32 Lobbying Prohibition.

18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002
Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

33 Byrd Anti-Lobbying Amendment Certification and Disclosure:

- a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
- b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
- c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

34 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

35 ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER [E.O. 14005](#).

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

36 Clean Air Act and Federal Water Pollution Act

The Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

37 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

38 Build America Buy America

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal. For more information on DOI's approved waiver, see:

<https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured

products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include

the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

3. Type of waiver requested (non-availability, unreasonable cost, or public interest)
4. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
5. Department of Interior Bureau or Office who issued the award.
6. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
7. Financial assistance title of project (reference block 8 on DOI Notice of Award).
8. Federal Award Identification Number (FAIN).
9. Federal funding amount (reference block 11.m. on DO Notice of Award).
10. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
11. Infrastructure project description(s) and location(s) (to the extent known).
12. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
13. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
14. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction

materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

39 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

40 Additional Program Requirements

a. Minority Business Enterprise Development

Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

b. Program Income

If the Grantee earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Grantee must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

c. Rights in Data

The Grantee must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

d. Conflict of Interest

Applicability

- i. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- ii. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

Requirements

- a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in

the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

- c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- d) Notification. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.
- e) Grantees must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.
- f) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- g) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Attachments:

- _____ A. Project Budget
- _____ B. Recreational Site Plan
- _____ C. LWCF General Provisions
- _____ D. Conflict of Interest Disclosure
- _____ E. Requirements for DNR Grantees

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15.

Signed: _____

Date: _____

SWIFT PO No. _____

2. 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: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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Attachment A - Project Budget

Recipient: City of New Brighton

Grant: LW27-01497 Vermont Park

Grant Amount \$350,000

Local Match: \$350,000

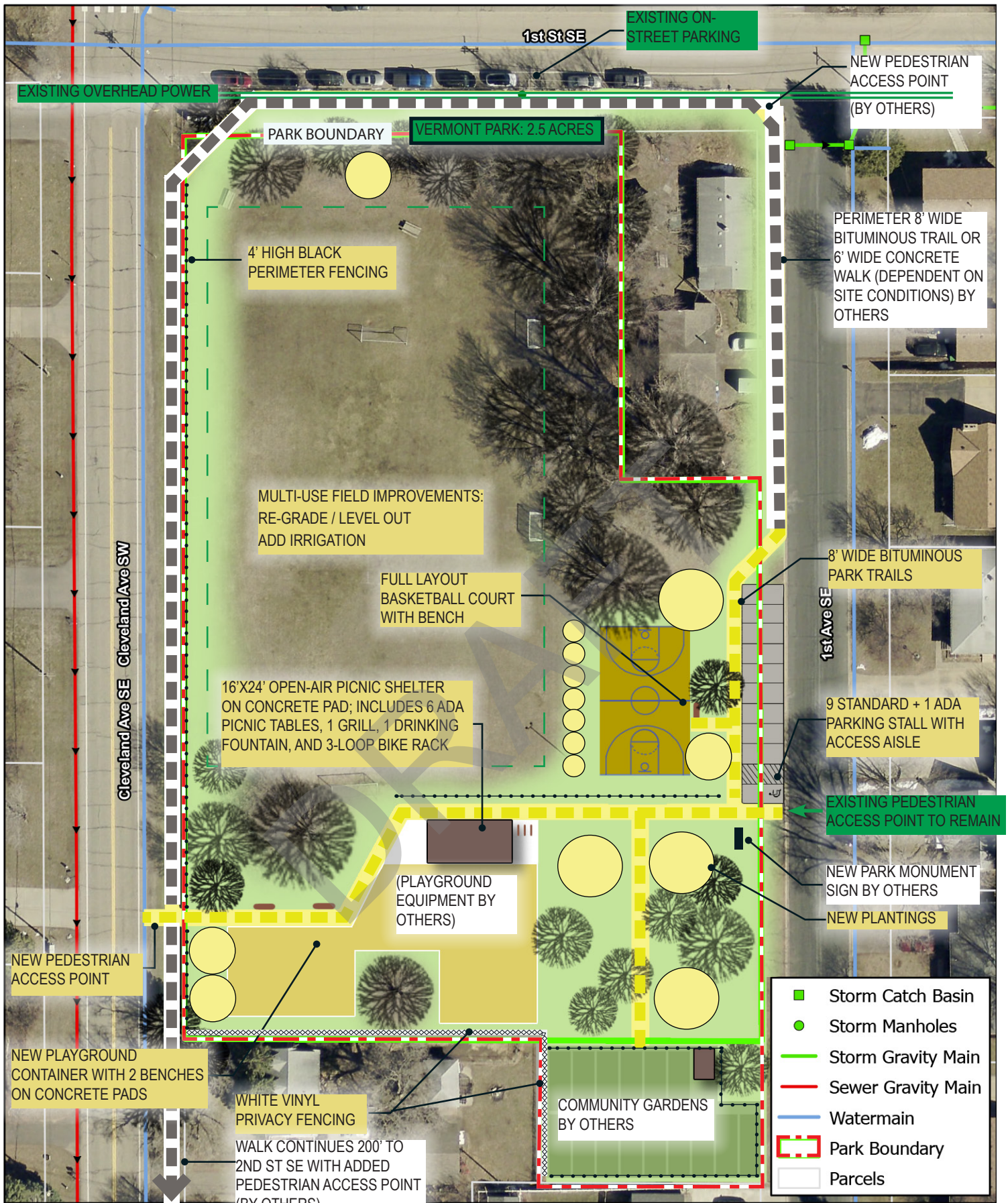
Total Cost: \$700,000

Project Scope

The project will renovate an existing park with improved multi-use sports field, basketball court, and playground, and will add a picnic shelter, parking, and new walks/trails.

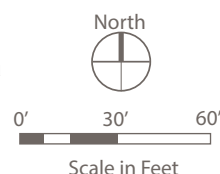
Notes / Conditions

Project Component	Cost
General earthwork, removals, & erosion control	\$145,000
Parking stalls (10 total, 300 SY)	\$25,000
Sports field irrigation, landscaping & electrical	\$125,000
Open air picnic shelter (16'x24') & basketball court	\$125,000
Site fencing (1,450 LF) & furnishings (10 picnic tables, 1 drinking fountain), 3 bike racks, 3 benches, 1 grill, 4 receptacles & 900 sf concrete pads)	\$161,500
Trails & pedestrian ramps (580 LF & 328 sf for 3 ped ramps), playground container (500 LF curb border)	\$55,000
Design & engineering	\$63,500
Total Cost	\$700,000



Attachment B

Vermont Park Redevelopment - New Brighton, Minnesota
150 1st Ave SE, New Brighton, MN 55112



CITY OF NEW BRIGHTON

Jennifer Fink

Signature
Jennifer Fink, Director

Printed Name & Title
03/24/2025

Date

ATTACHMENT C LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72.1 (April 21, 2025).
- A. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
8. The State will assist the NPS in its compliance with the National Environmental Policy Act of

1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outline in the Manual, and Federal Financial Report (SF-425) as outline in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

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Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

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

Potential Conflict of Interest

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

Individual Conflict of Interest

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

Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

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

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: **City of New Brighton**

Project Name: **Vermont Park**

Project Number: **LW27-01497**

Authorized Representative Printed Name: **Jennifer Fink**

Authorized Representative Signature/Date:

Requirements for DNR grantees

Effective date: January 31, 2026

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

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

Admin's Office of Grants Management policies

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

Grants conflict of interest (OGM Policy 08-01)

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

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

Actual conflict of interest

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

Potential conflict of interest

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

Individual conflict of interest

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

Organizational conflict of interest

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

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

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

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

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

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

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

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

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

Grant payments (OGM Policy 08-08)

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

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

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

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

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

DNR reimbursement procedures

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

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

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

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

Grant progress reports (OGM Policy 08-09)

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

Grant monitoring (OGM Policy 08-10)

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

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

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

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

Proof of payment

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

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

Cost share/required match

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

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

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

Legislatively mandated grants (OGM Policy 08-11)

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

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

Grant amendments (OGM Policy 08-12)

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

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

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

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

Contracting and bidding

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

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

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

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

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

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

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

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

Contracting and bidding for political subdivisions of the state

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

Contracting and bidding for non-governmental organizations

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

Contracting and bidding for Tribal governments

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

Contracting and bidding thresholds and process

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

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

Prevailing wage

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

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

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

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

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

Fraud reporting

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

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

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

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

Requirements for working on state land

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

Audits

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

Records retention

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

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

Data practices

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

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

DRAFT



Agenda Section:	Consent Agenda
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Authorizing Execution of Agreement with Minnesota Office of Justice Programs for Crisis Response Grant and Professional Services Agreement with Northeast Youth & Family Services

Action Requested: Motion

Form of Action: Contract/Agreement Resolution

Votes Needed: 3 Votes

Summary Statement:

The City of New Brighton was awarded \$245,205.16 in funding for the 2026-2028 Crisis Response Grant Program by the Minnesota Department of Public Safety Office of Justice Programs (OJP) to partner with Northeast Youth & Family Services (NYFS) to embed a mental health provider within the New Brighton Department of Public Safety for co-response to calls for service.

Recommendations:

Approve the resolution authorizing the Director of Public Safety to execute the grant agreement with OJP and the professional services agreement with NYFS.

Applicable Deadlines:

The grant period is anticipated to be approximately 23–24 months, beginning on or around August 1, 2026, and ending June 30, 2028.

Community

Acceptance of the grant award will strengthen community safety and well-

Impact:	being by expanding local mental health co-responder services and improving outcomes for individuals experiencing acute behavioral health crises.
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Legislative History:	Council authorized applying for the grant at its February 24, 2026 meeting.
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Strategic Priority:	<u>Financial Sustainability</u> <u>Staff Capabilities</u> <u>Community Engagement & Belonging</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue/Expenditure Amount:	\$245,205.19
	Financing Source:	<u>Other</u>
	Notes:	OJP Crisis Response Grant

Attachments:	1.	Grant Contract Agreement
	2.	Resolution
	3.	Professional Services Agreement - NYFS



Minnesota Department of Public Safety ("State") Minnesota Office of Justice Programs 445 Minnesota Street, Suite 2300 Saint Paul, Minnesota 55101	Grant Program: 2027 Crisis Response Grants Grant Contract Agreement No.: A-CRG-2027-NEWBRICI-031
Grantee: New Brighton, City of 803 Old Highway 8 Nw Saint Paul, Minnesota 55112-2797	Grant Contract Agreement Term: Effective Date: 8/1/2026 Expiration Date: 6/30/2028
Grantee's Authorized Representative: New Brighton, City of Attn: Tony Paetznick, Director of Public Safety 785 Old Highway 8 Nw New Brighton, Minnesota 55112 Phone: (651) 288-4101 Email: tony.paetznick@newbrightonmn.gov	Grant Contract Agreement Amount: Original Agreement Amount \$ 245,205.16 Grant Matching Requirement: Original Agreement Match Amount \$ 0.00
State's Authorized Representative: Minnesota Office of Justice Programs Attn: Natty Hels, Grants Specialist Senior - OJP 445 Minnesota Street, Suite 2300 Saint Paul, Minnesota 55101 Phone: (651) 230-2845 Email: natty.b.hels@state.mn.us	Federal Funding CFDA/ALN: N/A FAIN: N/A State Funding: Minnesota Session Laws of 2025, Chapter 35, Article 2, Section 3, Subdivision 7. Special Conditions: Attached and incorporated into this grant contract agreement. See Exhibit B.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will: Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2027 Crisis Response Grants Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, Saint Paul, Minnesota, 55101. The Grantee shall also comply with all requirements referenced in the 2027 Crisis Response Grants Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://mndps.intelligrants.com>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.



Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.



1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./P.O. No.: A-CRG-2027-NEWBRICI-031 / 3-113877

NHTSA Project Number (indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____



Budget Summary

Budget Category: Contractual Services		
Line Item Description	State	Match
Contract for mental health provider	\$245,205.16	\$0.00
Category Total	\$245,205.16	\$0.00
Budget Total	\$245,205.16	\$0.00



Special Conditions

\$122,602.58 is available from August 1, 2026 through June 30, 2028.
\$122,602.58 is available from July 1, 2027 through June 30, 2028.

RESOLUTION No. _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, the Minnesota Department of Public Safety Office of Justice Programs requested proposals for its Crisis Response Grant Program;

WHEREAS, the City of New Department of Public Safety submitted a proposal that was selected for funding by the State;

WHEREAS, the City will receive \$245,205.16 for the grant contract agreement term of 08/01/2026 through 06/30/2028;

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

1. The City of New Brighton enter into a Grant Contract Agreement with the Minnesota Department of Public Safety Office of Justice Programs Crisis Response Grant program during the period from August 1, 2026, through June 30, 2028;
2. Director of Public Safety Anthony S. Paetznick is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of New Brighton and to be the fiscal agent and administer the grant;

ADOPTED this 12th day of August 2026 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

ATTEST:

Kari Niedfeldt-Thomas, Mayor

Devin Massopust, City Manager

Terri Spangrud, City Clerk

PROFESSIONAL SERVICES AGREEMENT

Between the City of New Brighton and Northeast Youth & Family Services Crisis Response Co-Responder Program (2026–2028)

1. Parties & Purpose

This Professional Services Agreement (“Agreement”) is made and entered into by and between:

The City of New Brighton, Minnesota, a municipal corporation (“City”), and
Northeast Youth & Family Services, a Minnesota nonprofit corporation (“Provider” or “NYFS”), located at 3490 Lexington Ave N., Suite 205, Shoreview, MN 55126.

The purpose of this Agreement is to establish a formal partnership for the **New Brighton Crisis Response Co-Responder Program**, funded through the Minnesota Office of Justice Programs (OJP) **2026–2028 Crisis Response Grant**. The program’s intent is to improve outcomes during mental and behavioral health crises by integrating trauma-informed clinical response, reducing unnecessary law enforcement involvement, improving stabilization pathways, and strengthening continuity of care.

2. Term of Agreement

This Agreement is effective when signed by both parties and, unless earlier terminated, continues through June 30, 2028. NYFS shall not begin work, incur reimbursable costs, or obligate grant funds unless and until the City receives official authorization from OJP to commence work. The City has no obligation to pay costs incurred before the notice to proceed or outside the final OJP-approved grant period.

3. Scope of Services

A. Provider Responsibilities (NYFS)

NYFS will:

1. Staffing & Clinical Response

- Recruit, hire, train, supervise, and support **one full-time embedded Social Worker/Mental Health Professional who is appropriately licensed or credentialed under Minnesota law and qualified to perform the Services** (the Crisis Co-Responder).
- Provide trauma-informed crisis assessment, de-escalation, stabilization, clinical intervention, and warm handoffs to ongoing treatment or resources during scheduled shifts.

2. On-Scene and Alternative Response

- Respond to eligible crisis calls when dispatched by NBDPS or the Ramsey County Emergency Communications Center (RCECC) during scheduled shifts.
- Conduct “next-day” follow-ups or 24-hour follow-up visits, ensuring continuity of care.

3. Documentation & Recordkeeping

- Maintain service documentation, clinical records, and outcome tracking required by OJP.
- Comply with data privacy laws, including the Minnesota Government Data Practices Act and federal behavioral health confidentiality requirements.

4. Evaluation & Reporting

- Collect and provide data on service engagements, follow ups, warm handoffs, referrals, demographic information (as legally permissible), and clinical outcomes for quarterly OJP reporting.
- Participate in OJP evaluation activities, monitoring, site visits, and special administrative requirements.

5. Training & DEI Requirements

- Ensure Crisis Response staff complete required NYFS training (Transformational Model of Care, trauma-responsive practices, cultural responsiveness, specialty training).
- Comply with OJP commitments to accessibility, diversity, equity, and inclusion.

6. Compliance with OJP Financial & Administrative Requirements

- Follow all OJP Grant Manual provisions related to record retention (six years), fidelity to approved budget lines, time-tracking, billing for actual allowable costs only, and subrecipient, consultant, and contractor requirements.
- Submit reimbursement invoices monthly to the City.

B. City Responsibilities (New Brighton DPS)

The City will:

1. Operational Integration

- Provide office space, technology, communications equipment, and logistical support for the embedded NYFS staff.
- Deploy the NYFS co-responder alongside officers during eligible calls for service.

2. Point of Contact

- Designate a Public Safety Sergeant as weekly project coordinator and primary contact.

3. Data Sharing

- Share data the City is legally permitted to disclose that are reasonably necessary for follow up, evaluation, and OJP reporting consistent with applicable laws. Data provided solely for evaluation and OJP reporting will be de-identified.

4. Grant Administration

- Serve as the fiscal agent and primary applicant for the OJP grant.
- Complete required OJP reporting (quarterly FSRs, progress reports, budget revisions, civil rights compliance, expenditure documentation).

5. Community Engagement

- Provide outreach opportunities, connections with community partners, and ongoing inclusion of the co-responder in community policing strategies.

4. Program Model

The co responder will operate on an on demand crisis response model, including:

- A. On-scene clinical capacity
- B. Alternative response when appropriate
- C. Structured follow-up within 24 hours
- D. Stabilization planning
- E. Warm handoffs to treatment
- F. Ongoing case management and systems coordination (as clinically appropriate)

5. Compensation & Reimbursement

- A. This is a **reimbursement-only** grant. No funds will be advanced.
- B. Subject to the availability and the City's receipt of OJP funds, the City will reimburse NYFS for actual, allowable, documented grant-funded expenses satisfactorily incurred after the notice to proceed at the rates and within the cost categories approved in the final OJP budget. The City's total obligation under this Agreement shall not exceed \$245,205.16. The City is not obligated to pay NYFS from non-grant funds.
- C. All expenses must align with OJP allowable cost categories and must be incurred within the final approved grant period and after the City's notice to proceed.
- D. NYFS must submit monthly invoices with detailed supporting documentation as required by OJP and City financial systems.
- E. A substitution of budget items; a line-item deviation of \$200 or 10%, whichever is higher; or a new budget line requires the City's and OJP's prior written approval before expenditure.
- F. The City may withhold or deny any amount that OJP determines is unallowable or unsupported. Within 30 days after written demand, NYFS shall repay the City any grant funds the City must return because of NYFS's noncompliance, unallowable expenditure, or insufficient documentation. If NYFS fails to repay the City within 30 days, the grant operations may be paused by the City, and any work done by NYFS after that will be non-reimbursable.
- G. The City shall pay undisputed, approved amounts within 10 days after the City's receipt of the corresponding OJP payment. Unpaid undisputed amounts are subject to interest to the extent required by Minn. Stat. § 16A.1245.

6. Reporting Requirements

NYFS and the City will comply with all OJP reporting standards, including:

- A. Quarterly Financial Status Reports (FSRs)
- B. Quarterly progress reports using OJP standardized forms
- C. Monthly progress statements for mid-quarter FSRs
- D. Civil Rights Training acknowledgment
- E. EEOP Certification or Utilization Report
- F. Site visits, monitoring reviews, and evaluation participation

7. Data Practices & Confidentiality

Both parties agree to:

- A. All data created, collected, received, stored, used, maintained, or disseminated by NYFS in performing these functions are subject to Minnesota Statutes chapter 13, and NYFS must comply with chapter 13 as if it were a government entity.
- B. Protect personally identifiable information, including behavioral health records and law enforcement data.
- C. NYFS shall immediately notify the City of any request for data, security incident, or unauthorized use or disclosure relevant to this agreement; follow the City's lawful instructions; maintain appropriate safeguards; and provide the City access to such data as needed to meet the City's legal and grant obligations.
- D. Document information releases as required by law.
- E. The remedies in Minn. Stat. § 13.08 apply.
- F. Nothing in this Agreement authorizes a disclosure prohibited by applicable state or federal law.

8. Records Retention

NYFS shall retain all books, records, documents, accounting procedures, and practices relevant to this Agreement or the OJP grant, including source documentation, payroll and time records, and records supporting reported program data, for at least six years after submission of the final financial status report, or longer if required to resolve any pending audit, litigation, claim, or other action. During the retention period, NYFS shall make those records available for examination by the City, the Minnesota Department of Public Safety, the OJP, the Commissioner of Administration, the Attorney General, the State Auditor, the Legislative Auditor, and authorized state or federal auditors, subject to any legally required protection or redaction of client information. This section is intended to satisfy Minn. Stat. §§ 16B.98, subd. 8, and 16C.05, subd. 5.

9. Independent Contractor

NYFS acts as an independent contractor and not an employee of the City. Nothing in this Agreement creates an employment relationship.

10. Indemnification & Insurance

To the fullest extent permitted by law, NYFS, including its officers, employees, subcontractors, and agents, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors, and agents from any loss, claim, liability, or expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by a

negligent or wrongful act or omission of NYFS or any person for whom NYFS is responsible in performing this Agreement.

NYFS shall maintain, at its expense: (a) statutory workers' compensation insurance; (b) commercial general liability insurance with limits of at least \$1,500,000 per occurrence; (c) automobile liability insurance with a combined single limit of at least \$1,500,000 per accident for owned, hired, and non-owned vehicles; and (d) professional liability/errors and omissions insurance with limits of at least \$1,500,000 per claim and annual aggregate. The City shall be named as an additional insured on the commercial general liability and automobile liability policies. Before the notice to proceed and upon the City's request, NYFS shall provide certificates showing the required coverage.

11. Conflict of Interest

Both parties will comply with OJP and City policies regarding conflicts of interest and will disclose any potential conflicts immediately.

12. Termination

Either party may terminate this Agreement with 60 days' written notice.

The City may immediately suspend performance or terminate this Agreement upon written notice if the OJP grant is not fully executed; OJP funding is withdrawn, reduced, suspended, or terminated; the City is directed to discontinue NYFS's participation; or NYFS materially fails to comply with this Agreement or the Grant Requirements. Upon suspension or termination, NYFS shall stop incurring costs as directed, return any unspent or disallowed funds, and deliver all grant-funded work products and records that the City or State is entitled to receive, subject to applicable confidentiality law.

The City shall pay only allowable, documented expenses satisfactorily incurred before the effective date of suspension or termination and only to the extent grant funds are available. Sections 7, 8, 10, and 12, and any Grant Requirements that by their nature survive, remain in effect.

13. Entire Agreement

This Agreement replaces all prior agreements, contracts, or MOUs related to the Crisis Response program and constitutes the full and complete agreement between the parties.

14. Signatures

CITY OF NEW BRIGHTON

By: _____

Kari Niedfeldt-Thomas

Its: Mayor

Date: _____

By: _____

Devin Massopust

Its: City Manager

Date: _____

NORTHEAST YOUTH & FAMILY SERVICES

By: _____

Its: President & CEO

Date: _____



Agenda Section:	Consent Agenda
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Adopt the Pilot Grant Funded Low-Income Tree Removal Assistance Program.

Action Requested: Motion

Form of Action: Other

Votes Needed: 3 Votes

Summary Statement:

The City of New Brighton has been awarded grant funding to establish a pilot Low-Income Tree Removal Assistance Program. The program will assist income-qualified homeowners with the removal of hazardous, dead, or declining trees that present a public safety concern while supporting responsible urban forest management.

The pilot program has three primary objectives:

- Improve public safety by removing hazardous trees on private property.
- Reduce financial barriers for income-qualified homeowners.
- Collect data to better understand long-term community need, program costs, and operational requirements.

The City has \$35,000 available for this pilot program during the next year. Applications will be accepted until funding is exhausted or the program

	period concludes. Eligibility, funding levels, and removal criteria are outlined in the attached Program Description. Staff have also prepared a draft application and grant acknowledgement agreement for use in administering the program.
--	--

Recommendations:	Adopt the Low-Income Tree Removal Assistance Program in accordance with the attached program guidelines, utilizing available grant funding in an amount not to exceed \$35,000.
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Applicable Deadlines:	The tree survey has begun, with tree notices starting to arrive in mailboxes. Staff are eager to get the program started.
------------------------------	---

Community Impact:	The Low-Income Tree Removal Assistance Program helps address an important gap for homeowners who may lack the financial resources to remove hazardous trees from their property. By reducing barriers to addressing unsafe tree conditions, the program supports neighborhood safety, protects homes and infrastructure, and helps preserve the long-term health of New Brighton's urban forest. The program also advances the City's commitment to equitable access to services by providing assistance to income-qualified residents who may otherwise delay necessary tree removal due to cost. Requiring replacement trees as part of the program ensures that safety improvements are balanced with continued investment in the community's tree canopy and environmental sustainability. As a pilot program, this initiative will also provide valuable information about community need, program demand, and implementation costs, helping inform future policy decisions and long-term urban forestry planning.
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Legislative History:	June 9, 2026 - Council authorized staff to apply for the Re-leaf Grant July 14, 2026 - Council authorized staff to enter into a grant agreement with the MnDNR for the Releaf grant.
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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:	\$ 35,000 (Not to exceed)
	Financing Source:	<u>Grant</u>

Attachments:	1.	Program Description
	2.	Application

Low-Income Tree Removal Assistance Program

Program Purpose

The City of New Brighton is launching a Low-Income Tree Removal Assistance Program as a pilot initiative to help income-qualified homeowners address hazardous, dead, or declining trees that present a safety concern. This program is intended to reduce financial barriers, improve neighborhood safety, and support responsible urban forest management.

This pilot is also designed to help the City better understand the level of need in the community, develop an equitable process for assistance, and evaluate what long-term program funding and staffing may be required to sustain this work in future years.

Program Goals

1. Improve resident safety by reducing risks from hazardous or failing trees.
2. Provide equitable access to tree removal support for homeowners with limited financial resources.
3. Establish a consistent, transparent, and replicable application process.
4. Document demand, costs, and outcomes to inform long-term program planning.
5. Improve canopy health by supporting appropriate removals and replacement planning when feasible.

Eligibility Requirements

To be eligible, applicants must meet all of the following requirements:

- Owner-occupied residential property located within the City of New Brighton
- Applicant must be the property owner and the home must be the applicant's primary residence
- Household income must be at or below 80% of Area Median Income (AMI) using the most current HUD income limits for Ramsey County
- The tree must be located on the applicant's property and must meet program criteria for removal

80% AMI Income Limits (Ramsey County)

- 1-person household: \$72,950
- 2-person household: \$83,400
- 3-person household: \$93,800

- 4-person household: \$104,200
- 5-person household: \$112,550
- 6-person household: \$120,900
- 7-person household: \$129,250
- 8-person household: \$137,550

Implementation Note: *Income eligibility will be based on the most current HUD-published AMI limits available at the time the program is launched. If updated HUD income limits are released during the grant period, the City will apply the updated thresholds moving forward.*

Qualifying Trees (Removal Criteria)

Trees eligible for removal assistance must meet at least one of the following conditions:

- Dead or dying tree with significant decline
- Diseased tree or pest-impacted tree with poor prognosis
- Structurally compromised tree (major lean, cracks, root failure, or large hanging limbs)
- Storm-damaged tree presenting safety concerns
- Tree creating an immediate hazard to residents, adjacent structures, sidewalks, or nearby public space

Tree species is not restricted. Eligible trees may include ash impacted by Emerald Ash Borer (EAB), as well as other species that meet program criteria.

Contractor Quotes

To ensure responsible use of public funds and promote fair pricing, applicants are responsible for obtaining at least two written quotes from licensed and insured tree contractors.

The City will review submitted quotes for reasonableness and eligibility before approving assistance. The City reserves the right to request additional quotes or reject quotes that appear unreasonable or inconsistent with prevailing market rates.

All contractors performing work through this program must carry appropriate liability insurance and comply with applicable federal, state, and local laws.

Assistance Structure

The program will use a tiered assistance structure to prioritize households with the greatest financial need while supporting as many qualifying residents as possible.

Tier 1: Very Low Income Households (≤50% AMI)

- Eligible for up to 100% of approved tree removal costs
- Assistance will be provided up to a program cap per address, based on available funding

Tier 2: Low Income Households (51%–80% AMI)

- Eligible for 50% cost share of approved tree removal costs
- Assistance will be provided up to a program cap per address, based on available funding
- Homeowner is responsible for remaining cost share and any costs above the cap

Additional Program Parameters

- Assistance is limited to one address per household per program year
- Priority will be given to trees that present an immediate safety hazard
- Funding is limited, and assistance is not guaranteed
- Approval is contingent upon City review and confirmation that the tree meets removal criteria

What Costs May Be Covered

Approved costs may include:

- Tree removal performed by a licensed and insured contractor selected by the homeowner and approved by the City.
- Traffic control or special equipment needs (if required and approved)
- Stump grinding (if included as part of the program scope and approved)

Costs not typically covered:

- Landscaping restoration beyond stump grinding
- Removal of brush unrelated to the approved tree
- Optional cosmetic pruning or elective removals that do not meet hazard criteria

- Work that has already been completed prior to program approval

Process Overview

1. Resident applies using the City application form and submits required documentation.
2. City reviews eligibility (income and ownership).
3. City evaluates tree condition, which may include a site inspection.
4. Resident obtains at least two written quotes from licensed and insured tree contractors.
5. City reviews the quotes, determines the eligible assistance amount, and issues written approval if funding is available.
6. The homeowner schedules the approved work directly with the selected contractor.
7. The contractor completes the approved work and submits a final invoice to the City.
8. After verifying completion of the approved work, the City pays the approved grant amount directly to the contractor.
9. Any homeowner cost share or costs exceeding the approved assistance amount are the responsibility of the homeowner.

Homeowner Responsibilities

Participation in this program does not create a contractual relationship between the City and the contractor performing the work. The homeowner is solely responsible for:

- Selecting a licensed and insured contractor.
- Executing any agreements with the contractor.
- Coordinating access to the property and scheduling the work.
- Paying any required homeowner cost share or costs exceeding the approved assistance amount.
- Resolving any disputes regarding workmanship, scheduling, warranties, or other contractual matters.

- The City assumes no responsibility for the quality of work performed by the contractor and makes no warranty regarding contractor performance or completed work.

The City's role is limited to determining program eligibility, approving grant assistance, verifying completion of approved work, and issuing payment of the approved grant amount directly to the contractor.

Verification

The City reserves the right to verify eligibility using participation documentation, income documentation, and/or homeowner self-attestation, and may request additional information as needed to determine eligibility.

Prioritization Criteria (If Demand Exceeds Funding)

If applications exceed available funding, the City may prioritize based on:

- Immediate risk of hazard
- Severity of decline or structural failure
- Tree proximity to homes, sidewalks, or high-use public areas
- Resident vulnerability considerations (for example: fixed income, disability, or lack of other resources)
- Application completion date, after eligibility has been verified.

Program Reporting and Long-Term Planning

This pilot program will track:

- Number of applications received
- Number of households approved
- Number of trees removed
- Average cost per removal
- Resident-reported outcomes and barriers
- Geographic distribution of requests

This information will help the City evaluate program continuation, funding needs, and long-term operational feasibility.

Low-Income Tree Removal Assistance Program Application Form

City of New Brighton

Section 1: Applicant Information

Applicant Name: _____

Property Address: _____

City/State/ZIP: _____

Phone: _____ Email: _____

Preferred Contact Method: ☐ Phone ☐ Email

Section 2: Ownership and Residency Confirmation

1. Are you the homeowner of this property? ☐ Yes ☐ No
2. Is this your primary residence? ☐ Yes ☐ No
3. Property type (check one):
 - ☐ Single-family home
 - ☐ Townhome
 - ☐ Condo
 - ☐ Other: _____

Section 3: Tree Removal Request Information

4. Number of trees requested for removal: ☐ 1 ☐ 2 ☐ 3+
5. Tree location(s) (check all that apply):
 - ☐ Front yard ☐ Back yard ☐ Side yard
6. Tree type/species (if known): _____
7. Reason for removal request (check all that apply):
 - ☐ Dead/dying tree
 - ☐ Diseased tree
 - ☐ Storm damage
 - ☐ Hanging/broken limbs
 - ☐ Leaning/unstable tree
 - ☐ Root damage/heaving
 - ☐ Risk to home/garage/fence
 - ☐ Risk to sidewalk/street

☐ Risk to power lines (note: Xcel/utility involvement may be required)

☐ Other: _____

8. Describe the problem and why the tree needs removal:

Section 4: Photos

9. Have you attached photos of the tree(s)? ☐ Yes ☐ No

Section 5: Contractor Quote (If Available)

10. Applicants must submit at least two written quotes from licensed and insured tree contractors.

Contractor #1: _____

Estimated Cost: _____

Attached: ☐ Yes ☐ No

Contractor #2: _____

Estimated Cost: _____

Attached: ☐ Yes ☐ No

(Optional Contractor #3)

Contractor #3: _____

Estimated Cost: _____

Attached: ☐ Yes ☐ No

Preferred Contractor:

Section 6: Income Eligibility

11. Household size (number of people living in the home): ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8+

12. Eligibility verification method (check one):

☐ I am providing documentation that I participate in an income-qualified assistance program

☐ I am completing the self-attestation below and understand the City may request additional verification if needed

Self-Attestation (if selected above)

I certify that my household income is at or below 80% of Area Median Income (AMI) for Ramsey County and that the information provided is true and accurate to the best of my knowledge.

Signature: _____ **Date:** _____

Section 7: Program Acknowledgements

Please initial each statement:

___ I understand this program is subject to available funding and not all eligible applications can be approved.

___ I understand the City may inspect the tree(s) before approving assistance.

___ I understand that work may be completed by a City-selected contractor or through an approved quote process.

___ I understand that any work completed prior to City approval is not eligible for reimbursement.

___ I understand that replacement of each approved tree is required as a condition of receiving grant assistance. It must meet DNR replacement guidelines for species diversity.

Replacement Tree

How do you intend to satisfy the replacement requirement?

☐ I will plant the replacement tree myself.

☐ I would like the City to coordinate planting

Applicant Signature: _____ **Date:** _____



Agenda Section:	Consent Agenda
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Application for Solicitor's License for Renewal By Andersen.
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Action Requested: <u>Motion</u>
Form of Action: <u>N/A</u>
Votes Needed: <u>N/A</u>

Summary Statement:	Renewal By Andersen has applied for a solicitor's license to conduct a free quote for window and door estimates. All required fees have been paid.
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Recommendations:	To issue a solicitor's license to Renewal By Andersen valid from August 14 through September 14, 2026.
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Applicable Deadlines:	None
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Community Impact:	Energy-efficient windows and doors help your home stay warmer in winter and cooler in summer, which reduces the use of natural resources and keeps utility costs low.
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Legislative	City Code Chapter 10 regulates solicitor licenses.
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History:	
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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:	
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Agenda Section:	Council Business
Meeting Date:	August 12, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution to Increase the Benefit Level for Firefighters in the Statewide Volunteer Firefighter (SVF) Plan

Action Requested: Motion

Form of Action: Resolution

Votes Needed: 3 Votes

Summary Statement:	Based on an Annual Funding Report provided to the City by the Public Employees Retirement Association (PERA) for the SVF Plan, New Brighton could financially support a \$1,200 per year benefit level increase without requiring a mandatory municipal contribution and remaining funded at 120%. State Fire Aid is automatically transferred from the Department of Revenue to New Brighton's SVF Plan account, which is maintained by the Minnesota State Board of Investment (SBI).
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Recommendations:	Adopt the resolution to increase by \$1,200 the PERA SVF benefit level for New Brighton Firefighters to \$16,000 effective January 1, 2027.
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Applicable Deadlines:	To increase the benefit level for next year, a signed resolution must be submitted to PERA SVF before December 31, 2026.
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Community Impact:	
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Legislative	Council authorized the current benefit level of \$14,800 per year of service
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History:	at its October 14, 2025 meeting.
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Strategic Priority:	<u>Financial Sustainability</u>
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Fiscal Impact:	Financial Consideration?	<u>Yes</u>
	Revenue Amount:	\$229,100
	Financing Source:	<u>Budgeted</u>
	Notes:	State Fire Aid

Attachments:	1.	6506-00 - 2026 PERA SVF Report - City of New Brighton Volunteer Fire Department
	2.	SVF Benefit Level Increase
	3.	RESOLUTION TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS IN THE STATEWIDE VOLUNTEER FIREFIGHTER (SVF) PLAN

Public Employees Retirement Association of Minnesota
Statewide Volunteer Firefighter Plan
Actuarial Valuation Report as of December 31, 2026 for
the City of New Brighton Volunteer Fire Department



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July 15, 2026

Public Employees Retirement Association of Minnesota
St. Paul, Minnesota

Re: City of New Brighton Volunteer Fire Department Actuarial Valuation as of December 31, 2026

Dear PERA Trustees:

The results of the December 31, 2026 Actuarial Valuation of the City of New Brighton Volunteer Fire Department (the Plan) are presented in this report.

This report was prepared at the request of the Board and is intended for use by the Public Employees Retirement Association (PERA) and the Plan and those designated or approved by the Board or the Plan. This report may be provided to parties other than PERA and the Plan only in its entirety and only with the permission of the Board or the Plan. GRS is not responsible for unauthorized use of this report.

The purposes of the valuation are to measure the Plan's funding progress and to determine the **required contribution for the fiscal year ending December 31, 2027**. This report should not be relied on for any purpose other than the purposes described herein. Determinations of financial results, associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

The contribution in this report is determined using the actuarial assumptions and methods disclosed on page 8 of this report. This report includes risk metrics on page 6 but does not include a more robust assessment of the risks of future experience not meeting the actuarial assumptions. Additional assessment of risks was outside the scope of this assignment.

This valuation assumed the continuing ability of the governing body to make the contributions necessary to fund this plan. A determination regarding whether or not the governing body is actually able to do so is outside our scope of expertise and was not performed.

The findings in this report are based on data and other information through December 31, 2025. The valuation was based upon information furnished by PERA concerning the Plan, financial transactions, plan provisions, and active and terminated members. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by PERA.

Actuarial assumptions, including discount rates, and others identified in this report, are prescribed by Minnesota Statutes Section 353G.08, the Legislative Commission on Pensions and Retirement (LCPR), and the Trustees. These parties are responsible for selecting the plan's funding policy, actuarial valuation methods, asset valuation methods and assumptions. The policies, methods and assumptions used in this valuation are those that have been so prescribed and are described in the Methods and Assumptions section of this report. PERA is solely responsible for communicating to GRS any changes required thereto.

All actuarial assumptions used in this report are reasonable for the purposes of this valuation. The combined effect of the assumptions is expected to have no significant bias (i.e. not significantly optimistic or pessimistic). All actuarial assumptions and methods used in the valuation follow the guidance in the applicable Actuarial Standards of Practice. Additional information about the actuarial assumptions is included in the section of this report entitled Methods and Assumptions. We have assessed that the contribution allocation procedure calculated under the current funding policy is a reasonable Actuarially Determined Employer Contribution (ADEC) and is not significantly inconsistent with the plan accumulating adequate assets to make benefit payments when due.

This report was prepared using our proprietary valuation model and related software which, in our professional judgment, has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date and was performed in accordance with the requirements of Minnesota Statutes Section 353G.08, and the requirements of the Standards for Actuarial Work established by the LCPR. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

Bonita J. Wurst and Sheryl L. Christensen are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. In addition, GRS meets the requirements of "approved actuary" under Minnesota Statutes Section 356.215, Subdivision 1, Paragraph (c).

The signing actuaries are independent of the plan sponsor.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Bonita J. Wurst, ASA, EA, FCA, MAAA



Sheryl L. Christensen, FSA, EA, FCA, MAAA



Executive Summary

The Required Contributions for 2026 and 2027 are summarized in the following table:

Summary of Results

Plan Data	2026	2025
1. Current Benefit Level	\$ 14,800	\$ 13,800
2. Number of Participants		
a. Active members	40	42
b. Deferred members	1	1
c. Total	41	43
Funded Status	2026	2025
1. Projected Assets at End of Year	\$ 8,207,450	\$ 7,321,837
2. Accrued Liability at End of Year	6,513,034	6,013,551
3. Surplus / (Deficit)	\$ 1,694,416	\$ 1,308,286
4. Funded Ratio	126.02%	121.76%
5. Account Status	Surplus Over Full Funding	Surplus Over Full Funding
Contributions	2026	2025
1. Financial Requirement		
a. Total Financial Requirement	\$ 437,751	\$ 584,990
b. Reduction to the Financial Requirement	(735,929)	(649,871)
c. Required Contribution	\$ 0	\$ 0
2. Contribution Due Date	12/31/2027	12/31/2026

Valuation Results

Financial Requirement for Following Calendar Year

	2026	2025
1. Determination of Surplus / (Deficit)		
a. Projected Assets	\$ 8,207,450	\$ 7,321,837
b. Accrued Liability	6,513,034	6,013,551
2. Surplus / (Deficit) [1a-1b]	\$ 1,694,416	\$ 1,308,286
3. Financial Requirement Charges		
a. Increase / (Decrease) in liability	\$ 603,913	\$ 582,410
b. Administrative Fees	3,280	2,580
c. One-Tenth of Deficit / (Surplus)^	(169,442)	0
d. Net Financial Requirement Charge [3a+3b+3c, not less than zero]	\$ 437,751	\$ 584,990
4. Financial Requirement Credits		
a. Fire State Aid Current Year x 1.035	\$ (216,454)	\$ (183,538)
b. Supplemental State Aid Current Year	(27,028)	(27,023)
c. 6% interest on Projected Present Assets	(492,447)	(439,310)
d. Net Financial Requirement Credit [4a+4b+4c]	\$ (735,929)	\$ (649,871)
5. Required Contribution [3d+4d, not less than zero]	\$ 0	\$ 0
6. Contribution Due Date	12/31/2027	12/31/2026

Benefit Level Analysis

	2026	2025
1. Current Benefit Level	\$ 14,800	\$ 13,800
2. Financial Requirement Charges	437,751	584,990
3. Fire State Aid (including supplemental aid)	243,482	210,561
4. Fire State Aid Use Ratio	180%	278%

^ Zero if the plan has had a surplus for only one year.

Your organization uses all of the available Fire State Aid towards its financial requirement.

Projection of Accrued Liability

	2026	2025
1. Active Member Liability	\$ 6,478,834	\$ 5,979,351
2. Deferred Member Liability	34,200	34,200
3. Total Accrued Liability at year-end [1+2]	\$ 6,513,034	\$ 6,013,551
4. Projected Accrued Liability at next year-end	7,116,947	6,595,961
5. Increase/(Decrease) in Liability [4-3]	\$ 603,913	\$ 582,410

Projection of Assets

	2026	2025
1. Actual Assets at Beginning of Year	\$ 7,522,404	\$ 6,717,041
2. Projected Change in Asset Value		
a. Fire State Aid	209,134	177,331
b. Fire Supplemental Aid	27,028	27,023
c. Required Contribution*	0	0
d. Net Investment Income	451,344	403,022
e. PERA Administrative Fee	(2,460)	(2,580)
f. Net Change in Present Assets	\$ 685,046	\$ 604,796
3. Projected Assets at End of Year	\$ 8,207,450	\$ 7,321,837

(Gain)/Loss

	Assets	Accrued Liability
1. Preliminary Expected Value	\$ 7,321,837	\$ (6,595,961)
2. Impact of Benefit Change	N/A	(437,759)
3. Actual Value	7,522,404	(6,513,034)
4. (Gain)/Loss [1+2-3]	\$ (200,567)	\$ (520,686)

* Unpaid invoices and anticipated receipts.

Cost Impact of Increase in Benefit Level

Benefit Level	2026			
	\$14,800 (Current)	\$14,900	\$15,000	\$15,800
1. Determination of Surplus / (Deficit)				
a. Projected Assets	\$ 8,207,450	\$ 8,207,450	\$ 8,207,450	\$ 8,207,450
b. Accrued Liability	6,513,034	6,556,810	6,600,586	6,950,793
2. Surplus / (Deficit) [1a-1b]	\$ 1,694,416	\$ 1,650,640	\$ 1,606,864	\$ 1,256,657
3. Funded Ratio [1a/1b]	126.02%	125.17%	124.34%	118.08%
4. Financial Requirement Charges				
a. Increase/(Decrease) in liability	\$ 603,913	\$ 607,993	\$ 612,074	\$ 644,718
b. Administrative Fees	3,280	3,280	3,280	3,280
c. One-Tenth of Deficit / (Surplus)^	(169,442)	(165,064)	(160,686)	(125,666)
d. Net Financial Requirement Charge [4a+4b+4c, not less than zero]	\$ 437,751	\$ 446,209	\$ 454,668	\$ 522,332
5. Financial Requirement Credits				
a. Fire State Aid Current Year x 1.035	\$ (216,454)	\$ (216,454)	\$ (216,454)	\$ (216,454)
b. Supplemental State Aid Current Year	(27,028)	(27,028)	(27,028)	(27,028)
c. 6% interest on Projected Present Assets	(492,447)	(492,447)	(492,447)	(492,447)
d. Net Financial Requirement Credit [5a+5b+5c]	\$ (735,929)	\$ (735,929)	\$ (735,929)	\$ (735,929)
6. Required Contribution [4d+5d, not less than zero]	\$ 0	\$ 0	\$ 0	\$ 0

^ Zero if the plan has had a surplus for only one year.

Summary of Participant Data

	December 31, 2026	December 31, 2025
Active Members		
Number	40	42
Average Age	42.5	41.8
Average Service	13.6	12.9
Deferred Vested Members		
Number	1	1
Average Age	51.0	50.0
Total Benefits	\$ 34,200	\$ 34,200

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

1. **Investment Risk** – actual investment returns may differ from the expected returns;
2. **Asset/Liability Mismatch** – changes in asset values may not match changes in liabilities, and are highly dependent on the timing of lump sum payments, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and contribution requirements;
3. **Contribution Risk** – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the plan's funding policy or material changes may occur in the anticipated number of covered employees or other relevant contribution base;
4. **Other Demographic Risks** – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease).

The required contribution shown on page 1 may be considered as a minimum contribution that complies with Minnesota Statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Additional Risk Assessment

Additional risk assessment is outside the scope of the annual actuarial valuation. Additional assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability.



Low-Default-Risk Obligation Measure

Actuarial Standards of Practice No. 4 (ASOP No. 4) was revised and reissued in December 2021 by the Actuarial Standards Board (ASB). It includes a new calculation called a Low-Default-Risk Obligation Measure (LDROM) to be prepared and issued annually for defined benefit pension plans. The transmittal memorandum for ASOP No. 4 includes the following explanation:

“The ASB believes that the calculation and disclosure of this measure provides appropriate, useful information for the intended user regarding the funded status of a pension plan. The calculation and disclosure of this additional measure is not intended to suggest that this is the “right” liability measure for a pension plan. However, the ASB does believe that this additional disclosure provides a more complete assessment of a plan’s funded status and provides additional information regarding the security of benefits that members have earned as of the measurement date.”

The following information has been prepared in compliance with this new requirement. Unless otherwise noted, the measurement date, actuarial cost methods, and assumptions used are the same as for the funding valuation covered in this actuarial valuation report.

- A. Low-Default-Risk Obligation Measure of benefits earned as of the measurement date: \$6,613,671
- B. Discount rate used to calculate the LDROM: 5.61%
- C. Other significant assumptions that differ from those used for the funding valuation: none
- D. Actuarial cost method used to calculate the LDROM: Entry Age Actuarial Cost Method
- E. Valuation procedures to value any significant plan provisions that are difficult to measure using traditional valuation procedures, and that differ from the procedures used in the funding valuation: none
- F. The LDROM is a market-based measurement of the pension obligation. It estimates the amount the plan would need to invest in low risk securities to provide the benefits with greater certainty. This measure may not be appropriate for assessing the need for or amount of future contributions. This measure may not be appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the plan’s benefit obligation.

The difference between the two measures (Valuation and LDROM) is one illustration of the savings the sponsor anticipates by taking on the risk in a diversified portfolio.



Methods and Assumptions

Actuarial Methods	
Valuation Date	December 31, 2026, projected from data as of December 31, 2025.
Funding Method	Entry age normal level dollar with no pre-retirement decrements per MN Statutes 353G.08.
Market Assets	Trustee value plus any receivable income and less any Payables.
Actuarial Assets	Market assets projected to the end of the valuation year, per MN Statutes 353G.08.

Economic Assumptions	
Valuation Rate	6.00%, net of investment expenses.
Increases to Fire State Aid	3.50% per year.
Future Benefit Level Increases	None.
Interest on Deferred Benefits	As indicated in member data.

Other Assumptions	
Mortality (pre-retirement)	None.
Mortality (post-retirement)	Not Applicable.
Disability	None.
Withdrawal	None.
Retirement Age	Later of Age 50 or 20 years of service.
Form of Payment	Lump sum.
Administrative Expenses	\$60 per participant in 2026, \$80 per participant in 2027.
Service	For liability purposes, active member service at retirement is rounded.

Assumption Changes: Administrative Expenses were updated to \$80 per participant effective January 1, 2027.

Summary of Plan Provisions

Following is a summary of the major plan provisions used to determine the Plan's financial position. It should not be used in determining plan benefits.

Fire Department	City of New Brighton Volunteer Fire Department.
Plan Year	Calendar year.
Vesting Schedule	Members are 40% vested upon completion of 5 years of service. The vesting percentage increases by 4% for each complete year of service above 5 years until the member is 100% vested with 20 years of service.
Normal Form of Payment	Lump sum.
Deferred Vested Benefit	Eligible upon termination, after completion of at least 5 years of service. Lump sum of \$14,800 per year of service, subject to the vesting schedule, payable at age 50. The benefit may be subject to an interest rate credit during the time that a member is deferred.
Normal Retirement Benefit	Eligible upon attainment of age 50 and completion of 20 years of service. Lump sum of \$14,800 per year of service.

The benefit level changed from \$13,800 per year of service in the December 31, 2025 valuation to \$14,800 per year of service in this valuation.

Benefit Level Increase New Brighton Firefighters Statewide Volunteer Firefighter Plan

Tony Paetznick, Public Safety Director

August 12, 2026

Background

- In 2004, the New Brighton Firefighters Relief Association (NBFRA) and City Council agreed to join the Statewide Volunteer Firefighter (SVF) Plan administered by the Minnesota Public Employees Retirement Association (MN-PERA)
- In that process, a new benefit level was selected and anticipated to keep the account at 120% funded (\$13,800 for 2025)
- Last year, Council approved a \$1,000 per year of service benefit level increase to maintain that funding level (\$14,800 for 2026)
- 12/31/2025 funded ratio: 121.76%

Actuarial Valuation Report as 12/31/2026

- Based on data and other information through December 31, 2025
- Projected funded ratio of 126.02% at end of year 2026 using existing benefit level of \$14,800
- Shows the cost impact for benefit level increases of \$100, \$200, or \$1,000 on the Funding Status and the Required Contribution
- Per the PERA analysis, **NO Required Contributions** by December 31, 2027, in any of those scenarios
- Further, if the 2027 required contribution is \$0, the 2028 required contribution will also be \$0

Updated financials as of June 30th

- Q2 investment balance: \$7,997,393 versus PERA end-of-year projection of \$8,207,450, however, latter number includes anticipated Fire State Aid contribution of \$243,482
- Accrued liability as of 12/31/2026 now projected to be \$6,050,416 and not original estimate of \$6,513,034
 - Deferred retirement redemption of \$35,200 on May 15th
 - Three member separations, two were not vested
- Fiscal YTD investment performance: 14.85% versus projected 6%
- \$1,200 benefit level increase would keep the account at 120% based on accrued liability of \$6,540,090 effective 01/01/2027

Staff Recommendation

- Approve resolution increasing benefit level by \$1,200 to \$16,000 per year of service effective January 1, 2027

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

**RESOLUTION TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS IN THE STATEWIDE VOLUNTEER FIREFIGHTER
(SVF) PLAN**

WHEREAS, The City previously authorized the fire department to join the Statewide Volunteer Firefighter (SVF) Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS, The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the SVF Plan from PERA not more than 120 days ago; and

WHEREAS, The City understands that Minnesota statutes do not have provisions for a decrease in benefit levels; and

WHEREAS, The City highly values the contributions of City fire department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the City hereby approves an increase in the benefit level for firefighters who have completed the fire department's minimum required years of service for vesting as a member of the SVF Plan administered by PERA at the \$16,000 benefit level per year of service, effective January 1, 2027; and the City Manager and Mayor are hereby authorized to execute all documents necessary to bring this resolution into effect.

ADOPTED this 12th day of August, 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