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

1. Consider Resolution to Lead with Civility, Dignity, and Respect

VI. Consent Agenda

1. Consider Approval of Payments

2. Consider Approval of City Council Minutes
    a. August 12, 2026 City Council Minutes
    b. August 12, 2026 City Council Work Session Minutes
3. Consideration of Ford F-350 purchase (shop truck)
4. Consideration of Ford F-350 purchase (duty truck)
5. Consider Application for Solicitor License for Lionheart Building and Consultants to extend their license for an additional month.
6. Consider Resolution Accepting Bids and Award of Contract for City Project 25-12 Public Safety Building Roof and Skylight Replacement
7. Consider Resolution Authorizing a Transfer from the Operating Grants Fund to the Fleet Replacement Fund to Finance the Purchase of a Fire Truck
8. Approve and Authorize Staff to Sign Loffler Proposal for Phone System Replacement
9. Authorize and Approve Staff to Sign Grove Security Quote for Water Treatment Plant Security System
10. Authorize and Approve Staff to Sign Grove Security Quote for Wellhouse 9 & 16
11. Consider Authorization to Purchase Extrication Tools
12. Consider Approval of 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 638 and the City of New Brighton
13. Consider Change Order 1 and Final Payment, Partial Payment 4 for City Project 25-1, 2025 Street Rehabilitation
14. Consider Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments and Setting Public Hearing Date for Assessment Hearing on City Project 25-1, 2025 Street Rehabilitation
15. Consider Application for Gasoline Filling Station License for Beaudry Oil & Propane

VII. Public Hearings

VIII. Council Business

1. **Ordinance 934 and Summary Publication**

a. **Ordinance 934:** Wireless Telecommunication Tower, Antenna, and Support Structure Regulations

    b. **Summary Publication Resolution for Ord 934**

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

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

RESOLUTION TO LEAD WITH CIVILITY, DIGNITY AND RESPECT

WHEREAS, the League of Minnesota Cities Board of Directors adopted a civility resolution in May and encouraged member cities to adopt their own Civility Pledge; and

WHEREAS, the members of the City Council of the City of New Brighton stand united to lead with civility, dignity and respect to meet the needs of all New Brighton residents, visitors, and businesses; and

WHEREAS, based on the League of Minnesota Cities Civility Pledge the New Brighton City Council will pledge to: <u>inspire</u> civility, dignity and respect; <u>lead</u> by example, demonstrating that differences need not lead to division; <u>honor</u> the dignity of every resident and fellow city leader; <u>engage</u> in respectful, constructive dialogue – especially when we disagree; <u>listen</u> actively to understand, not just to respond; <u>model</u> respectful communication in public meetings, online, and in the community; <u>foster</u> an environment that prioritizes shared goals, empathy, and genuine dialogue; and hold themselves accountable to these commitments.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton that the City Council is committed to promoting civility within our governing body and stands united to lead with respect, dignity, and civility to create an environment that values hared goals, increased empathy, and genuine dialogue.

BE IT FURTHER RESOLVED that the City of New Brighton City Council will abide by this Pledge in their interactions with each other, the public, and staff.

ADOPTED this 25 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

NEW BRIGHTON
building tomorrow today

Agenda Section:	**Consent Agenda**
Meeting Date:	**August 25, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of Payments

Action Requested:

Motion

Form of Action:

Other

Votes Needed:

3 Votes

Summary Statement:	The following summary of claims have been submitted to the City's Finance Department for payment. A detailed listing is also attached.

EFT:	$2,508,454.13
ACH:	$1,031,286.46
Check:	$190,806.39
Total:	**$3,730,546.98**

Recommendations:	To approve the payment of invoices as listed in the attachment.
Applicable Deadlines:	The Council Meeting immediately following the disbursement of funds.
Community Impact:	All payments of claims are accounted for in the City's budgets and/or long-term financial plans and may be funded by the community through the property tax levy, user fees or other charges.

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

Strategic Priority:	**Operational Effectiveness**

Fiscal Impact:

Financial Consideration?	**Yes $3,730,546.98**
Revenue/Expenditure Amount:	$
Financing Source:	**Budgeted** **Budget Modification** **Revenue** **Other** **N/A**
Notes:	

Attachments:

1.	08-25-26 VI_1 APPROVAL OF PAYMENTS

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/03/2026	XCEL ENERGY	NBCC/BHGC 06/09-7/07/26	0.00
08/03/2026	XCEL ENERGY	NBCC/BHGC 06/09-7/07/26	73.35
08/03/2026	XCEL ENERGY	NBCC/BHGC 06/09-7/07/26	981.22
08/03/2026	XCEL ENERGY	NBCC/BHGC 06/09-7/07/26	41.89
			1,096.46
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JANUARY	112.77
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JANUARY	410.87
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JANUARY	909.10
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JANUARY	5,203.84
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JANUARY	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JANUARY	1,928.24
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - FEBRUARY	112.77
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - FEBRUARY	407.29
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - FEBRUARY	899.50
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - FEBRUARY	5,203.84
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - FEBRUARY	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - FEBRUARY	1,828.25
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	112.77
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	408.54
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	899.50
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	5,203.84
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	1,828.25
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	21.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MARCH	(21.09)
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - APRIL	112.77
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - APRIL	412.12
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - APRIL	899.50
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - APRIL	5,297.30
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - APRIL	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - APRIL	1,828.25
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MAY	112.77
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MAY	412.12
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MAY	899.50
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MAY	5,438.20
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MAY	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - MAY	1,828.25
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JUNE	112.77
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JUNE	415.70
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JUNE	899.50
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JUNE	5,438.20
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JUNE	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JUNE	1,828.25
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JULY	109.19
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JULY	265.76
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JULY	898.30
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JULY	5,421.99
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JULY	281.09
08/03/2026	METROPOLITAN LIFE INSURANCE COMPANY	LIFE, LTD, DENTAL - JULY	1,734.25
			61,801.69
07/31/2026	4M - BANK CHARGES - EFT	POSITIVE PAY CHARGES IN 4M	67.54
07/01/2026	FISERV	WEB JUNE 2026 CC FEES	2,593.77

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
07/01/2026	FISERV	NBCC JUNE 2026 CC FEES	1,772.60
07/01/2026	FISERV	GOLF JUNE 2026 CC FEES	1,169.69
07/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS JULY	12,971.85
07/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS JULY	1,949,631.70
07/31/2026	MN DEPT OF TRANSPORTATION	LICENSE BUREAU ACH STATE SWEEPS JULY	451.75
			1,963,055.30
08/06/2026	MN DCP	Remittance Check	1,825.00
08/07/2026	MN CHILD SUPPORT	Remittance Check	308.72
08/05/2026	EFTPS	Remittance Check	53,278.83
08/05/2026	EFTPS	Remittance Check	22,360.94
08/05/2026	EFTPS	Remittance Check	22,360.94
08/05/2026	EFTPS	Remittance Check	7,775.12
08/05/2026	EFTPS	Remittance Check	7,775.12
			113,550.95
08/05/2026	STATE TAXES	Remittance Check	22,862.10
08/06/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR AUGUST	129,126.00
08/06/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR AUGUST	3,870.00
08/06/2026	BETTER HEALTH COLLECTIVE	SOURCEWELL HEALTH INSURANCE FOR AUGUST	523.00
			133,519.00
08/07/2026	RETIREMENT HEALTH SAVINGS PLAN	Remittance Check	53,384.30
08/07/2026	MISSIONSQUARE	Remittance Check	13,934.19
08/07/2026	MISSIONSQUARE	Remittance Check	178.58
08/07/2026	MISSIONSQUARE	Remittance Check	3,082.00
			17,194.77
08/07/2026	ROTH IRA	Remittance Check	2,518.30
08/06/2026	PERA	Remittance Check	21,174.30
08/06/2026	PERA	Remittance Check	21,174.30
08/06/2026	PERA	Remittance Check	19,319.04
08/06/2026	PERA	Remittance Check	28,978.57
08/06/2026	PERA	Remittance Check	58.34
08/06/2026	PERA	Remittance Check	58.34
08/06/2026	PERA	Remittance Check	3,257.58
			94,020.47
07/20/2026	HEALTHY CONTRIBUTIONS SPV, LLC	MN LABORS UNION PROGRAM FEE	6.90
08/10/2026	HSA	Remittance Check	16,016.76
08/10/2026	HSA	Remittance Check	8,657.91
			24,674.67
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	447.98
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	212.05
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	512.53
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	42.03
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	265.84
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	38.49
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	10,298.89
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	930.45
08/10/2026	XCEL ENERGY	WELLS & LIFT STATIONS 06/09-7/07/26	67.08
			12,815.34
08/10/2026	XCEL ENERGY	500 13TH AVE NW 06/16-07/16/2026	108.52

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/10/2026	FISERV	NBCC JULY 2026 ACH FEES	108.04
08/07/2026	AMERICAN STUDENT TRANSPORTATION	ED-VENTURES BUS FEES CRYSTAL COVE	150.00
08/07/2026	AMERICAN STUDENT TRANSPORTATION	EDVENTURES BUS FEES STAGES THEATRE COMPANY	370.00
			520.00
08/07/2026	ARAMARK REFRESHMENT SERVICES	COFFEE SUPPLIES FOR CITY HALL	513.28
08/07/2026	AXON	TASER REPLACEMENTS AND TRAINING	21,228.00
08/07/2026	AXON	TASER REPLACEMENTS AND TRAINING	21,228.00
08/07/2026	AXON	TASER REPLACEMENTS AND TRAINING	628.80
			43,084.80
08/07/2026	BARR ENGINEERING COMPANY	WELL 16 CONSTRUCTION SUPPORT , WELLHOUSE 16 CONSTRUCTION SUPPORT, PROJECT MANG. AND COMMUNICATIONS	8,741.00
08/07/2026	BAYCOM	BACKUP BATTERY FOR IN SQUAD CAMERA	369.00
08/07/2026	BAYCOM	BWC DOCK AND POWER CABLE	350.00
			719.00
08/07/2026	BLUUM OF MINNESOTA LLC	CRESTRON REPAIRS FOR AV	175.00
08/07/2026	BOLTON & MENK, INC	10TH STREET NW CULVERT REPLACEMENT	951.50
08/07/2026	CHESS, INC	MAINTENANCE PLAN - JULY 2026	2,230.00
08/07/2026	ELECTRO WATCHMAN INC	SOFTWARE UPDATES FOR AVIGILON SYSTEMS	802.50
08/07/2026	FACTORY MOTOR PARTS CO	OW20 OIL SHOP	76.32
08/07/2026	FERGUSON ENTERPRISES, LLC	VALVE PARTS 7TH ST PROJECT	2,823.35
08/07/2026	FINANCE & COMMERCE	PUBLIC SAFETY ROOF BID ADVERTISEMENT	275.00
08/07/2026	FOREST LAKE CONTRACTING, INC	REMOVE RUSTY LIGHT ON 10TH ST	1,690.00
08/07/2026	FREDRIKSON & BYRON	PRIVILEGED & CONFIDENTIAL	6,048.00
08/07/2026	GECK, DUEA & OLSON, PLLC	PROSECUTION CONTRACT: GDO FILE NO: HM	7,665.00
08/07/2026	HORNUNG'S PRO GOLF SALES, INC.	GRIPS - GOLF COURSE	105.21
08/07/2026	IUOE LOCAL 49	MAINTENANCE DUES JULY	1,303.71
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,207.80
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	600.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	150.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	731.70
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	50.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	250.20
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	293.10
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	260.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	100.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	100.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	0.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	378.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	1,200.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	250.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	250.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	640.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	53.25
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	343.10
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	284.50
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	20.00
08/07/2026	KENNEDY & GRAVEN CHARTERED	LEGAL COSTS	372.75
			7,534.40

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/07/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR AUGUST	1,533.00
08/07/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR AUGUST	438.00
08/07/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR AUGUST	146.00
08/07/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR AUGUST	323.30
08/07/2026	L.E.L.S	POLICE/SERG/DEPUTY/C&T UNION DUES FOR AUGUST	64.66
			2,504.96
08/07/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	#2624 PUBLIC SAFETY GENERATROR FUEL 280 GALLONS	1,478.71
08/07/2026	MARCO TECHNOLOGIES, LLC	SHRED BINS	58.13
08/07/2026	MARCO TECHNOLOGIES, LLC	OFFICE 365 SUBSCRIPTION	10,012.80
			10,070.93
08/07/2026	MASTER ELECTRIC CO., INC	POWER MONITORING EQUIPMENT FOR PS GENERATOR	1,200.00
08/07/2026	MCCRAY EXPRESS NETWORK	SOFTBALL LEAGUE UMPIRE PAY	700.00
08/07/2026	MINUTE MAKER SECRETARIAL	7/13, 7/14 - MEETING MINUTES	480.50
08/07/2026	MINUTE MAKER SECRETARIAL	7/16, 7/28 - MEETING MINUTES	480.50
			961.00
08/07/2026	OGDEN NEWSPAPER OF MINNESOTA	FALL 2026 P&R GUIDE PRINTING	6,183.52
08/07/2026	STREET FLEET EXPEDITED, LLC	2026 LB REPORT COURIER JULY 2026 (07/29/2026)	28.16
08/07/2026	THE MPX GROUP	POSTAGE 2026 FALL CLEAN UP FLYER	3,476.59
08/07/2026	TITAN MACHINERY	#2309 CONDENSER FAN	405.30
08/07/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	957.81
08/07/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	582.60
08/07/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	104.03
08/07/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	104.03
08/07/2026	TOTAL MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE	104.03
08/07/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	656.25
08/07/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	43.75
08/07/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	43.75
08/07/2026	TOTAL MECHANICAL SERVICES, INC	RPZ PREVENTATIVE MAINTENANCE	43.75
			2,640.00
08/07/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	20.09
08/07/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
08/07/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	83.25
			107.31
08/07/2026	WALLRAFF ELECTRIC	TROUBLE SHOOT AND REPAIR PARKING LOT LIGHTS AT THE NBCC	825.00
08/07/2026	WSB & ASSOCIATES INC	HANSEN SHADE GRANT PROFESSIONAL SERVICES FROM JUNE 1-30, 2026	1,063.50
08/14/2026	A.E.M ELECTRICAL SERVICES INC	LABOR AND MATERIALS	195.00
08/14/2026	ALEXANDER-SUSENS, TIFFANY	JULY DEALER RUNS	72.43
08/14/2026	AMRIZE MIDWEST INC	CONCRETE FOR SIDEWALK ON 10TH ST NW	799.89
08/14/2026	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM APRIL 18, 2026 TO MAY 15, 2026 - SYSTEM MONITORING	11,797.54

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/14/2026	BS & A SOFTWARE	BS&A EPLANSOFT INTEGRATION	1,575.00
08/14/2026	BULLFROG INDUSTRIES LLC	TRAFFIC SIGNAL TOUCH UP	600.00
08/14/2026	CAPITOL BEVERAGE SALES	BEER/SELTZER FOR RESALE	400.85
08/14/2026	COREMARK METALS	WELL #12 DRYER MOUNT	37.16
08/14/2026	CORRECTIVE ASPHALT MATERIALS, LLC	PROJECT 26-2 RECLAMITE MAINTENANCE	54,540.80
08/14/2026	EGAN COMPANY	GENERATOR - HVAC ASSESSMENT	2,293.00
08/14/2026	FACTORY MOTOR PARTS CO	#1507 HEAD LIGHT BULB	27.87
08/14/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- JULY 2026	161.55
08/14/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- JULY 2026	161.55
08/14/2026	GOPHER STATE ONE-CALL	LOCATE TICKETS- JULY 2026	161.55
			484.65
08/14/2026	GUARDIAN FLEET SAFETY, LLC	NEW SQUAD BUILD 2607	17,356.76
08/14/2026	HAWKINS, INC.	AZONE, HYDROFLUOSILICIC ACID, LPC-4	5,961.06
08/14/2026	HAWKINS, INC.	AZONE, HYDROFLUOSILICIC ACID, LPC-4	7,610.93
			13,571.99
08/14/2026	HICKS, JASON	REMBURSEMENT FOR TRANSPORTATION TO TRAINING	336.81
08/14/2026	HORNUNG'S PRO GOLF SALES, INC.	LH PUTTERS FOR RENTAL SETS	89.65
08/14/2026	JOHN HENRY FOSTER MINNESOTA, INC	COMPRESSOR INSPECTION	1,030.32
08/14/2026	JUREK, MAIYIA	2026 JUNE-JULY MOTOR VEHICLE DEALER/BANK RUN	116.51
08/14/2026	JUREK, MAIYIA	TUITION REIMBURSEMENT	842.48
08/14/2026	JUREK, MAIYIA	TUITION REIMBURSEMENT	631.86
			1,590.85
08/14/2026	LOFFLER COMPANIES, INC	CONTRACT FOR 7/9/2026-8/8/2026	59.33
08/14/2026	MADDEN GALANTER HANSEN LLP	FOR SERVICES RENDERED 7/1/26-7/31/26	188.00
08/14/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 501 GALLONS FUEL TANK SPOT	1,713.90
08/14/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 602 GALLONS FUEL TANK SPOT	2,018.48
08/14/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	UNLEADED 1,000 GALLONS FUEL TANK	2,313.26
08/14/2026	MANSFIELD OIL COMPANY OF GAINSVILLE	DIESEL 500 GALLONS FUEL TANK	1,274.66
			7,320.30
08/14/2026	METROPOLITAN COUNCIL	JULY 2026 SAC	7,455.00
08/14/2026	METROPOLITAN COUNCIL	JULY 2026 SAC	(74.55)
			7,380.45
08/14/2026	METROPOLITAN COUNCIL	AUG WASTE WATER SERVICES	180,429.36
08/14/2026	METROPOLITAN COURIER CORPORATION	COURIER PICKUP SERVICES FOR THE MONTH OF JULY	723.25
08/14/2026	MONROE TOWMASTER LLC	CROSS CONVEYOR	12,918.00
08/14/2026	MORA, CLAUDIA	JUNE & JULY 2026 DEALER/ BANK MILEAGE REIMBURSEMENT	393.60
08/14/2026	NORTH SUBURBAN ACCESS CORPORATION	2026-JULY MONTHLY MUNICIPAL MEETING AV SERVICES: CITY OF NEW BRIGHTON	1,273.40
08/14/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - JULY	1,920.00
08/14/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - JULY	1,920.00
08/14/2026	NORTHLAND SECURITIES, INC	UTILITY RATE STUDY - JULY	960.00
			4,800.00
08/14/2026	OXYGEN SERVICE COMPANY, INC.	CYLINDER RENTAL	199.83
08/14/2026	PALMER WEST CONSTRUCTION CO. INC	LEAK REPAIR AT WTP #1	765.50
08/14/2026	ROSENBAUER MINNESOTA, LLC	ROSENBAUER CHASSIS	481,141.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/14/2026	SEMANKO, ANTHONY R	STOCK YARD DAYS PUBLIC EVENT SECURITY DETAIL-VOLUNTEER SNACKS AND HYDRATION	91.83
08/14/2026	SEMANKO, ANTHONY R	STOCK YARD DAYS PUBLIC EVENT SECURITY DETAIL-VOLUNTEER SNACKS AND HYDRATION	217.17
			309.00
08/14/2026	SPRINGER, GEORGE	INTERNET REIMBURSEMENT 7/13/26-8/12/26	105.26
08/14/2026	SRF CONSULTING GROUP, INC	PROFESSIONAL SERVICES FOR PERIOD ENDING JULY 31, 2026	317.56
08/14/2026	STANTEC CONSULTING SERVICES INC	VETS PARK RAIN GARDEN MAINTENANCE	257.65
08/14/2026	STANTEC CONSULTING SERVICES INC	VETS PARK RAIN GARDEN MAINTENANCE	257.65
			515.30
08/14/2026	STREET FLEET EXPEDITED, LLC	2026 LB REPORT COURIER JULY 2026 (07/29/2026)	28.16
08/14/2026	TENVOORDE FORD INC	NEW SQUAD - VIN 1FTFW1P88TKE37070	48,705.00
08/14/2026	TENVOORDE FORD INC	NEW SQUAD - VIN 1FTFW1P81TKE31725	48,705.00
			97,410.00
08/14/2026	US BANK	INVESTMENT ADMIN FEE QTR 2 2026	3,829.15
08/14/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	83.25
08/14/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	3.97
08/14/2026	VESTIS SERVICES, LLC	CLEANING & UNIFORMS	20.09
			107.31
08/14/2026	VIKING AUTOMATIC SPRINKLER	ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM	850.00
08/14/2026	VIKING AUTOMATIC SPRINKLER	ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM	565.00
08/14/2026	VIKING AUTOMATIC SPRINKLER	ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM	330.00
08/14/2026	VIKING AUTOMATIC SPRINKLER	ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM	330.00
			2,075.00
08/14/2026	VOLK, ERIC	INTERNET REIMBURSEMENT 7/25/26-8/24/26	105.22
08/14/2026	WAGGLE GOLF LLC	WAGGLE CAPS FOR RESALE	420.00
08/14/2026	ZIEGLER INC	SERVICE HOURS FOR TROUBLESHOOTING GENERATOR RUN ISSUES	4,768.86
08/06/2026	ALAINA LYNK	PARK DISCOVERY ENTERTAINMENT	150.00
08/06/2026	AMADI IJEOMA	SECURITY DEPOSIT REFUND	400.00
08/06/2026	BARE SHAWN	SECURITY DEPOSIT REFUND	500.00
08/06/2026	BAUTISTA, SHELLY	SECURITY DEPOSIT REFUND	300.00
08/06/2026	CARMAX	REFUND FOR OVERPAYMENT	3.00
08/06/2026	CHARACTER KIDS	SUMMER CAMP 2026 MUSICAL THEATER CAMP	840.00
08/06/2026	DEAN'S HOME SERVICES	GRANT AWARD I/I PRIVATE - BARNARD-PODVIN	5,000.00
08/06/2026	FAMILY PAINTERS LLC	PAINTING FOR PUBLIC SAFETY OFFICES	1,800.00
08/06/2026	FLEETPRIDE, INC	#1609 HYDRAULIC HOSE & FITTINGS	113.45
08/06/2026	FLEETPRIDE, INC	#1609 HYDRAULIC HOSE & FITTINGS	240.43
			353.88
08/06/2026	HALVORSEN, CINDY AND BRIAN	UB REFUND FOR ACCOUNT: 218784-01	98.14
08/06/2026	HARDY, ADAM	UB REFUND FOR ACCOUNT: 307207-01	41.32
08/06/2026	HOUCK, GREGORY AND JASON	UB REFUND FOR ACCOUNT: 208033-01	12.96
08/06/2026	HOWELL MERCEDES	SECURITY DEPOSIT REFUND	300.00
08/06/2026	KORSUN, ANNA	UB REFUND FOR ACCOUNT: 309989-01	166.59
08/06/2026	LMCIT	CLAIM 516339	140.00

VI_1 APPROVAL OF PAYMENTS

CHECK DISBURSEMENT REPORT FOR CITY OF NEW BRIGHTON

Check Date	Payee	Description	Amount
08/06/2026	LMCIT	4TH QUARTER 2026- PROPERTY/LIABILITY INSURANCE	3,002.00
08/06/2026	LOPEZ VARELA, MICHELLE	SECURITY DEPOSIT REFUND	300.00
08/06/2026	LYKE, JEANNE	SECURITY DEPOSIT REFUND	300.00
08/06/2026	MDRA	2026 MDRA ANNUAL CONFERENCE	100.00
08/06/2026	NEW BRIGHTON STOCKYARD DAYS	SPONSORSHIP FOR ANTIQUE CAR RUN/IRONDALE & MV ALL CLASS REUNION GATEWAY SPONSORSHIP	3,000.00
08/06/2026	OLD DUTCH FOODS, INC.	CHIPS FOR RESALE	111.60
08/06/2026	ST PAUL, CITY OF	SKIM PATCHING (SAND) ASPHALT	1,041.72
08/06/2026	STEWART, RACHEL	SECURITY DEPOSIT REFUND	300.00
08/06/2026	TESFAHIWET NIMROD	SECURITY DEPOSIT REFUND	500.00
08/06/2026	TREEHAUS STUDIO LLC	HANSEN PARK - COMMUNITY TILE WORKSHOP	650.00
08/06/2026	WATSON TONY	SECURITY DEPOSIT REFUND	300.00
08/06/2026	WINGS FINANCIAL	REFUND FOR OVERPAYMENT	504.00
08/06/2026	YAMAHA GOLF & UTILITY INC	POWER CART LEASE	2,800.00
08/06/2026	YIGZAW, MERHAWI	SDECURITY DEPOSIT REFUND	300.00
08/13/2026	4 SEASONS TREE CARE	HAUL LOADS OUT, 2368 ERIN CT REMOVAL LIMB, STUMP GRIND	4,800.00
08/13/2026	AARP	AARP SAFE DRIVER CLASS AUGUST 10, 2026	295.00
08/13/2026	E.G. RUD & SONS, INC	2026 STREET REHAB SURVEYING	31,002.00
08/13/2026	EARL F. ANDERSEN, INC.	SIGN BLANKS FOR CONCRETE BOLLARDS	1,361.85
08/13/2026	FLEETPRIDE, INC	HYDRAULIC HOSE / FITTINGS SHOP	424.22
08/13/2026	FLEETPRIDE, INC	OIL FILTERS SHOP STOCK	6.78
08/13/2026	FLEETPRIDE, INC	#1616 TAIL LAMPS	143.98
08/13/2026	FLEETPRIDE, INC	HOSE & FITTINGS SHOP STOCK	688.66
08/13/2026	FLEETPRIDE, INC	FITTINGS SHOP STOCK	111.95
08/13/2026	FLEETPRIDE, INC	#1616 FILTERS	97.92
08/13/2026	FLEETPRIDE, INC	FILTERS / CLAMP SHOP	19.53
			1,493.04
08/13/2026	FOBBE CONTRACTING, INC	FIRE HYDRANT TRAFFIC CONVERSION- 2026	27,750.00
08/13/2026	FREEWAY TOWING	VEHICLE TOWING	75.00
08/13/2026	LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES	40.95
08/13/2026	MIKE MOTHERSHED	AUGUST CONCERT SERIES	1,200.00
08/13/2026	MINGER CONSTRUCTION	PARTIAL PAYMENT 2 FINAL PAYMENT	65,480.05
08/13/2026	OLD DUTCH FOODS, INC.	CHIPS FOR RESALE	112.80
08/13/2026	SAINT CROIX COFFEE & TEA COMPANY	COFFEE	286.00
08/13/2026	STEPHEN TOKLE INSPECTIONS INC	JULY 2026 TOKLE INSPECTIONS	4,250.58
08/13/2026	SURLY ULTIMATE CLUBS LLC	PMT FOR 33 FRISBEE CAMP REGISTRATIONS LESS FACILITY FEES	4,118.75
08/13/2026	SYPHERD, RYAN	RESIDENTAIL IRRIGATION REPAIR REIMBURSEMENT	2,525.16
08/13/2026	THE MINDFULNESS MOVEMENT	KIDS YOGA CLASS ED-VENTURES	400.00
08/13/2026	THE MINDFULNESS MOVEMENT	KIDS YOGA CLASS ED-VENTURES 8/7	400.00
			800.00
08/13/2026	ZMD ENGINEERED SOLUTIONS, LLC	PART OF REHAB PUBLIC SAFETY BLDG	21,900.00
	TOTAL PAYMENTS		**$ 3,730,546.98**

NEW BRIGHTON
building tomorrow today

COUNCIL PROCEEDINGS
THE CITY OF NEW BRIGHTON

Pursuant to notice thereof, a regular meeting of the New Brighton City Council was held Wednesday, August 12, 2026 at 6:30 pm in the New Brighton Council Chambers.

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

Absent: **Councilmembers Allen and Dunsworth**

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.

Call to Order

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

Pledge of Allegiance

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

Public Comment Forum

Approval of Agenda
Approval of the August 12, 2026 Council Agenda.

Approval of Agenda
Approval of the August 12, 2026 Agenda.

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

3 Ayes, 0 Nays-Motion Carried

Special Order of Business

Special Order of Business

None.

Consent Agenda

Consent Agenda

1. Consider Approval of Payments.

2. Authorize staff to enter into agreement with Reach for Resources for inclusion services in Parks and Recreation programs.

3. Authorize Staff to Enter Into Professional Services Agreement with WSB, Inc for Vermont Park Final Design .

4. Authorize Execution of the Minnesota Department of Minnesota Outdoor Recreation Grant Agreement for Vermont Park Redevelopment.

5. 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.

6. Adopt the Pilot Grant Funded Low-Income Tree Removal Assistance Program.

7. Consider Application for Solicitor's License for Renewal By Andersen.

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

3 Ayes, 0 Nays - Motion Carried

Public Hearing

Public Hearing

None.

Council Business

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

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

City Manager Massopust indicated Public Safety Director Paetznick would be presenting this item to the Council. Public Safety Director Paetznick stated 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). It was noted last year the Council approved a $1,000 per year of service benefit level increase and as of December 31, 2025, the fund was 121.76% funded. He reported the projected fund ratio for 2026 is 126% and staff was requesting the benefit level be increased by $1,200 which would bring the benefit to $16,000 per year of service for New Brighton Firefighters.
Mayor Niedfeldt-Thomas questioned if the fire team supported the proposed request. Public Safety Director Paetznick explained the team supported the proposed request and provided further information to the Council regarding the new vesting requirements that had to be followed through PERA.
Mayor Niedfeldt-Thomas asked what the maximum distribution could be per person. Public Safety Director Paetznick reported State Statute has a maximum cap of $20,000 per year for service.
Mayor Niedfeldt-Thomas inquired if the $20,000 number was reviewed by the State annually. Public Safety Director Paetznick commented he has seen this number move twice in his career.
Councilmember Steffenhagen asked if the new recruits desired a higher hourly wage or a larger retirement benefit. Public Safety Director Paetznick indicated this was not a question he asked. He was of the opinion most firefighters were not doing this job for the hourly wage or the retirement benefit. He commented it was a nice reward to receive both for this volunteer organization. He stated the City's retirement benefit has become a nice tool for retention. He reported the fire department had recently posted for paid on-call firefighters and he was pleased to report he had 53 applications.
Mayor Niefeldt-Thomas commended Public Safety Director Paetznick for having a positive reputation and culture within both the police and fire departments in New Brighton.

Motion by Mayor Niedfeldt-Thomas, seconded by Councilmember Vint Frischman to adopt a Resolution to increase by $1,200 the PERA SVF benefit level for New Brighton Firefighters to $16,000 effective January 1, 2027.

2 Ayes, 0 Nays, 1 Abstain (Councilmember Vint Frischman)-Motion Carried

Commission Liaison Reports, Announcements and Updates

Commission Liaison Reports, Announcements and Updates

Devin Massopust
City Manager Massopust thanked City staff the Lions for making Stockyard Days a tremendous success again this year. He discussed the social worker that would be embedded with the Public Safety Department and NYFS. He reported the City Council would meet next on Tuesday, August 25.

Jeanne Vint Frischman
Councilmember Vint Frischman reported the Public Safety Commission met on Monday, August 10 and noted the group discussed e-bikes/e-motos. She explained the group recommended the City Council pursue a helmet ordinance. She thanked all who participated in National Night Out noting the City had 102 block parties this year. She thanked everyone who got out and voted at the Primary Election.

Jason Steffenhagen
Councilmember Steffenhagen reported the EDC met on Wednesday, August 5 where TIF financing was discussed and the final version of the downtown vision plan was reviewed. He thanked everyone who participated in Stockyard Days this past weekend.

Mayor Niedfeldt-Thomas
Mayor Niedfeldt-Thomas thanked everyone who participated in National Night Out. She thanked everyone who turned out to vote for the primary election. She encouraged all residents to get out and vote for the general election which will be held on Tuesday, November 3. She congratulated the Lions for doing a great job on Stockyard Days and commended the Antique Car Run for 40 years. She stated she appreciated the new parade route. She explained the League of Women Voters held their summer social this week and this group discussed how they have been engaged in the community. She discussed the upcoming candidate forums that would be held at the New Brighton City Hall, noting the Council and Mayoral candidate forum would be held on Wednesday, September 9 at 6:30 p.m. She noted the State Representative forum would be held on Wednesday, September 16 at 6:30 p.m. She encouraged residents to attend the City's farmers market every Wednesday from 3:00 p.m. to 7:00 p.m. She noted the last summer concert would be held on Thursday, August 13 in Veterans Park from 6:00 p.m. to 8:00 p.m.

Adjournment

Mayor Niedfeldt-Thomas adjourned the meeting at 7:06 p.m.

Adjournment
The meeting adjourned at 7:06 p.m.

____
Kari Niedfeldt-Thomas, Mayor

ATTEST:____________________________
Terri Spangrud, City Clerk

Council Worksession
August 12, 2026
5:00 pm

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

Absent: Councilmember Emily Dunsworth

Staff in Attendance: Devin Massopust, Gina Foschi, Tony Paetznick, Jennifer Fink

Guests in Attendance:

2027-2036 Capital Improvement Plan (CIP) Presentation and 2027 Budget Follow-Up

Massopust stated the 2027 through 2036 CIP will be presented and along with the future levy impacts. He reported the 2027 budget will also be revisited.

Foschi reviewed the 2027 through 20236 Capital Improvement Plan with the Council and provided additional information on the 2027 budget timeline. It was noted the preliminary tax levy would be considered by the Council on Tuesday, September 8. Staff described how the CIP was used to identify current and future capital needs, identify funding sources, assist with providing continuity of operations and assist with providing effective management of capital assets. The fleet and non-fleet replacement fund purchases were broken down by department.

Councilmember Steffenhagen requested further information on goal of having the capital funds combined to be 10% funded. Massopust discussed how some purchases were funded at 10% while other purchases could be over or under this percentage. Foschi explained 10% would be the very lowest end for this limit and reported she would like to see this percentage higher than 10%, especially when the City was saving for future purchases.

Further discussion ensued regarding Phase 2 of the Park Improvement Project.

Councilmember Allen explained Phase 1 moved forward with bonds at a very low interest rate and noted Phase 2 would incorporate funding from varying sources.

Mayor Niedfeldt-Thomas asked how the CIP would be impacted if Phase 2 was removed. Foschi indicated the CIP would not be removed, because Phase 2 would have been funded by bonds.

Foschi commented on future IT capital purchases noting all purchases would be funded by internal service charges. Detailed information was also provided on the pavement management replacement fund purchases for the next ten years.

Mayor Niedfeldt-Thomas inquired if staff had any idea what type of capital obligations the City would have for the golf course club house project. Massopust stated staff did not have any real numbers yet.

Foschi summarized the utility fund balances and expenditures for the next ten years. She provided additional information on the infrastructure and street improvement projects that would be completed each year.

Councilmember Allen stated he was proud of the fact the City was only two years away from having debt free street projects in New Brighton.

Foschi provided the Council with follow-up information on what items could be adjusted within the 2027 budget. Massopust commented on the different portions of the budget that were committed versus non-committed to contracts.

Councilmember Vint Frischman asked how difficult it would be to get more detailed information on non-personnel budget line items. Massopust explained the Council would have this information in the budget book under operation items.

Mayor Niedfeldt-Thomas inquired if staff had any proposed changes to the budget since the July 28 City Council meeting. Massopust noted there have been several shifts, but noted the levy has not changed.

Councilmember Allen excused himself from the meeting at 5:52 p.m.

Mayor Niedfeldt-Thomas asked what the best practice was for CIPs. Foschi reported it was more common to have five-year CIPs, but she appreciated the fact the City had a ten-year CIP.

Mayor Niedfeldt-Thomas questioned when the City should begin looking at numbers within the CIP for the Civic Campus. Massopust explained the City did have financing in the non-fleet fund for replacements of certain items at City Hall and the Community Center. He indicated this funding would not go away if the Council were to pursue a new building.

Mayor Niedfeldt-Thomas inquired how long the City's current funding for water treatment would continue. Massopust stated the current funding was in place for the next 20 years.

Mayor Niedfeldt-Thomas asked if the Met Council was aligned with the City when it comes to the City's sewer improvements. Foschi indicated she could not speak to this. Massopust did not expect any drastic changes, in terms of capital.

Mayor Niedfeldt-Thomas questioned if MNDOT required a match for building or rebuilding sound walls. Massopust reported sound walls were requested as part of MNDOT projects, but noted he does not believe sound walls would be included in the I-694 project.

Worksession adjourned at 6:02 pm

Respectfully submitted,

Terri Spangrud
City Clerk

NEW BRIGHTON
building tomorrow today

Agenda Section:	**Consent Agenda**
Meeting Date:	**August 25, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Ford F-350 purchase (shop truck)

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

Summary Statement:	• The shop truck has been deferred a few times and is currently on the capital replacement schedule for a 2029 replacement in the amount of $90,000. • We have an opportunity to replace the shop truck in 2026 with the current utility body for the total amount of $58,619.84.

Recommendations:	Approve the Director of Community Assets and Development to enter into an agreement with Midway Ford and Surefitters for the purchase of the vehicle and transfer of the utility body.

Applicable Deadlines:	NA

Community Impact:	NA

Legislative History:	NA

Strategic Priority:	**City Assets**

Fiscal Impact:	**Financial Consideration?**	**Yes**
	Revenue/Expenditure Amount:	$58,619.84.
	Financing Source:	**Budgeted**
	Notes:	

Attachments:	1.	Midway Ford F-350 4x4 Super Cab 8' box XL
	2.	Surefitters Box Transer Quote

Midway Ford Commercial
Fleet and Government Sales
2777 N. Snelling Ave.
Roseville MN 55113

Travis Swanson
651-343-5212
tswanson@rosevillemidwayf

Fax # 651-604-2936

MF 37
2027 F350 4X4- Super Cab- 8' Box

Standard

Automatic Transmission	~~**40/20/40 Vinyl Front Seat**~~	**Front Tow Hooks**
Dual Front Air Bags	**Standard Base Upholstery**	**Rubber Floor Covering**
AM/FM Radio	**4-Wheel ABS Brakes**	**Black Bumpers w/Rear Ste**
Tow Hitch	**Air Conditioning**	**Matching Full Size Spare T**
Tilt Wheel	**LT245/75r17 E All Season Tires**	**7.3L V8**
Sync	**Cruise Control**	**Rear View Camera**
Power Windows	**Power Locks**	

Options	Code	Price	Select
Cloth 40/20/40 Split Bench Seat	1	$91	x
Snow Plow/Camper Package	47B	$364	x
Dual AGM 68 AH Battery	86M	$191	x
Upfitter Switches	66S	$228	x
410 Amp Dual Alternators	67B	$195	x
Pro Power Onboard - 400W	43C	$205	x
18" Steel Wheels	64F	$414	x
LT275/70r18E AT Tires	TDX	$241	x
Brake Controller	52B	$273	x
Running Boards	18B	$405	x
Option Total		$2,607	

Exterior Colors	**Code**
Neptune Blue	CD
Race Red	PQ
Agate Black	UM
Carbonized Gray Metallic	M7
Iconic Silver	JS
Oxford White	Z1

Extended Service Contracts	**Cost**
7 year/75,000 mile PremiumCare Warranty (Bumper to Bumper)	$3,400

Base Price	**Totals**
	$44,173.00
Options Price Totals	$2,607.00
Extended Warranty	
Transit Impr Excise Tax	$20.00
Tax Exempt Lic	$47.00
6.5% Sales Tax	$3,216.13
Document fee	$350.00
Sub total per vehicle	$50,413.13
Number of Vehicles	1
Grand Total for all units	$50,413.13

You must have a active FIN code to participate ir purchase contract : FIN code #

Purchase Order required prior to order placei

PO #

Name of Organization

Address

City, State, Zip

Contact Person/ Phone #

Contact's e-mail address and fax #

Acceptance Signature

Print Name and Title

Date

ford.com

ep
Tire

Select
X

Select

ı this

ment

SUREFITTERS

PROPOSAL

Date: 6/2/2026
Proposal No: 61777-002

Sales Rep: John Holman

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

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

Contact: Eric Volk **Phone:** (651)638-2119 **Email:** eric.volk@newbrightonmn.gov
Requested by: Eric Volk
This Quote is valid through 08/31/2026
Ship Via: Installed

Tariff Update: If any component pricing is impacted by tariffs between the time of this Proposal and the completion of the project, we reserve the right to pass on increases.

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
VEHICLE	VEHICLE	1	$0.00 / EA	$0.00

OPTIONS:

MODEL YEAR 2027
CHEVROLET
2500
GAS
REGULAR CAB
BOX LENGTH 8.0' (97.7")
BOX DELETE = YES
SINGLE REAR WHEEL
NO SSMSO
VIN: TBA
Stock #: TBA
PICKUP & DELIVERY = CUSTOMER

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
5352882	BODY INSTALL KIT, GM BOX/DELETE	1	$170.00 / EA	$170.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
0200115462	FILLER NECK KIT FOR BOX DELETE/2011+ GM GAS PICKUP NCI	1	$357.71 / EA	$357.71

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
1001209	SUREFITTERS MUDFLAP, 12" X 24"/FOR SRW VEHICLES	2	$40.00 / EA	$80.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE

9900727	GM 2024+ WIRING HARNESS BODY/CONNECTOR ADAPTER	1	$125.00 / EA	$125.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CS-24GMWT-F	BACKUP CAMERA RELOCATION KIT,/2024-CUR GM WORK TRUCK	1	$149.00 / EA	$149.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
BCM-RPGRM	BCM REPROGRAMMING FOR GM BOX	1	$325.00 / EA	$325.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LABOR-SB	LABOR TO REMOVE OEM BOX,/SWAP BODY TO NEW TRUCK	40	$175.00 / EA	$7,000.00

THIS LABOR IS QUOTED AS TIME AND MATERIALS - ANY TIME REQUIRED OVER AND ABOVE WHAT IS QUOTED WILL BE ADDED TO THE FINAL INVOICE. ANY PARTS REQUIRED TO BE REPLACED DURING THE INSTALL WILL BE ADDED TO THE FINAL INVOICE.

PROJECT TOTAL (BEFORE TAX): $8,206.71

ALL ITEMS ARE ON MN STATE CONTRACTS 257449 OR 264963, UNLESS MARKED "NCI" (NON-CONTRACT ITEM)

THE PARTIES AGREE THAT THE TERMS AND CONDITIONS ATTACHED HERETO OR ON THE BACK SIDE OF THIS ORDER ARE INCORPORATED HEREIN AND A PART OF THIS ORDER.

ACCEPTED BY: ______________________________ **ACCEPTED DATE:** ______________________________

TERMS AND CONDITIONS

1. PRICING. All price quotations are valid for fifteen (15) days unless otherwise noted.

2. PAYMENT. Unless otherwise quoted by the Company, agreed to in writing or expressly stated on the face of this document, terms of payment shall be as follows:
a. For new Buyers or those without open account the terms are Prepay.
b. For Buyers with open account the terms are: Net ten (10) days unless otherwise stated.
c. A 50% down payment will be required for projects requiring significant engineering and design work, or projects with non-standard components provided or manufactured to the Buyer's requirements, or projects over a certain value as required in the Proposal Terms. Balance due as per a. or b. above.
d. A convenience fee of 3% will be added to all credit card payments. This applies to the full amount of the invoice.
e. The Company may alter or suspend credit whenever the payment history or financial condition of Buyer warrants such action.
f. Overdue payments will be subject to a 1.5% monthly interest rate.
g. Buyer shall be liable for all costs, expenses and attorney's fees incurred by the Company in the collection of delinquent accounts.

3. CUSTOMER VEHICLES IN OUR CARE, CUSTODY AND CONTROL. The Company is not responsible for damage to Buyer vehicles while in its care, custody, and control.

4. CUSTOMER VEHICLE STORAGE. Buyer vehicles not picked up within 10 business days of completion will be assessed a storage fee of ten dollars ($10.00) per day.

5. TAXES AND DUTIES. Prices for Products and Services do not include applicable federal, state or local taxes, now or hereafter enacted, which tax or taxes (i) will be added by the Company to the sales price whenever the Company has the legal obligation to collect same, and (ii) shall be paid by Buyer unless Buyer provides the Company with an appropriate tax-exemption certificate. Except as otherwise agreed to in writing or provided on the face hereof, for sales to points outside the United States all export duties, taxes, licenses, and fees, including customs, are in addition to the quoted prices and shall be Buyer's responsibility, and any such cost incurred by the Company will be passed on to Buyer.

6. FREIGHT AND SHIPMENTS. All shipments for domestic sales are F.O.B. the Company manufacturing facility. The Company shall have satisfied all delivery obligations and, subject to the limitations set forth herein, possession of and title to all goods sold hereunder shall be deemed to pass to Buyer upon delivery to the carrier at point of shipment, whereupon Buyer assumes all risk of loss or damage to the goods and responsibility for shipping and insurance costs, regardless of any insurance that may have been secured by the Company at Buyer's request. Any freight and delivery charges paid by the Company in connection with shipments to Buyer will be passed on to Buyer. Buyer shall notify the Company in writing relative to any shipment shortage or damage within two (2) days of receipt of shipment. The Company shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of any such delay or failure, the Company shall be entitled to extend the delivery date by a commensurate period of days. The Company shall have the right to cancel any order or to refuse or delay shipment if Buyer fails to meet payment terms or if there is any materially adverse change in Buyer's financial status. Export of the Company Products or Services outside the United States of America is subject to the latest U.S. Export Regulation issued by the U. S. Department of Commerce, adherence to which is a Buyer's responsibility after initial shipment by the Company.

7. ORDER CANCELLATION. If an order is canceled prior to the scheduled ship date, Buyer will be subject to the following cancellation charges: Buyer will be responsible for all costs incurred by the Company prior to the date of cancellation and any further costs incurred in the termination of the project. Cancellation of the order will not relieve the Buyer's liability for payment as specified herein.

8. CHANGE ORDERS. Change orders include any deviation from the last design reviewed and agreed upon at the time the purchase order was issued. Buyer directed change orders are subject to additional fees. Depending on the scope of the change order, the Company reserves the right to collect all costs incurred to date. The added cost of the change order will be quoted by the Company and the Buyer can choose to (i) issue a second purchase order to cover the cost of the change order, or, (ii) add the additional charges to the original purchase order.

9. SCHEDULE CHANGES. Any delays in installation due to change orders, customer readiness, and/or reasons uncontrollable by the Company, may be subject to partial invoicing for all labor and materials incurred to date by the Company.

10. PROPRIETARY RIGHTS. The parties acknowledge that the Company may possess certain proprietary inventions, discoveries, Patents, Trademarks, or other intellectual properties in its products and designs and that the Company retains all right, title, ownership, copyright and/or other intellectual property rights in such. All such intellectual property incorporated shall remain the sole and exclusive property of the Company.

11. CONFIDENTIAL INFORMATION. The parties agree that except for the written consent of the other party, each party shall keep confidential and not disclose to any person not affiliated with such party, any of the other party's confidential information and business secrets. The term "confidential information" shall include each party's respective financial, marketing, product, process, customer, dealer, accounting, sales, manufacturing, employment and related information, including such other information that a party treats or otherwise deems as confidential. Confidential information shall also include the Company Creations, Services and payment under this Agreement.

12. LIMITATION OF LIABILITY. NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER OUT OF ANY BREACH OF WARRANTY OR OUT OF OR CONNECTED WITH THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS, SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR PROVISION OF SERVICES. NOTWITHSTANDING THE FOREGOING, THE COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

13. SUITABILITY DISCLAIMER. The performance of the Products depends on a variety of parameters which are beyond the control of the Company. Performance of the Products may vary considerably from one application to the next. THE COMPANY MAKES NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR SUITABILITY OF THE PRODUCTS FOR OR IN BUYER'S APPLICATION. The assessment of usefulness and suitability of the Products for each application rests solely with the Buyer.

14. WARRANTY. The Company warrants its workmanship to be free from defects for a period of twelve (12) months from shipment, unless a different period is otherwise quoted in writing by the Company to the original Buyer. The only exception to this is paint issues, which are warranted for a period of ninety (90) days. If an issue arises during the warranty period, the original Buyer shall notify the Company and request a return or re-work authorization. Only after the authorization from the Company has been received can the work to repair the deficiency proceed. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Buyer; (ii) Buyer-supplied equipment, (iii) unauthorized modifications, misuse or accidents, (iv) operation outside of the environmental specifications of the Product. All Services shall be performed in professional manner, in conformity with industry standards. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. COMPANY INDEMNIFICATION. The Company shall defend any claim, suit, or proceeding brought against Buyer by a third party ("Claim") insofar as such Claim is based upon an assertion that the use or transfer of any Product delivered hereunder constitutes infringement of a US patent or registered copyright, provided Buyer (i) notifies the Company promptly in writing as to any such Claim, (ii) grants the Company sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Company request for assistance. Should any Product become, or in the Company's opinion be likely to become, the subject of a Claim, the Company may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that the Product is no longer infringing, or (c) request return and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight depreciation over a five (5) year useful life. The Company shall have no liability if the alleged infringement is based on (1) combination with non-Company products; (2) use for a purpose or in a manner for which the Product was not designed; (3) use of any older version when use of a newer Company revision would have avoided the infringement; (4) any modification not made with the Company's written approval; (5) any modifications made by the Company pursuant to Buyer's specific instructions; or (6) any intellectual property right owned or licensed by Buyer or any of its affiliates. Notwithstanding the foregoing, in no event shall the Company's liability to Buyer under this Section exceed the amount paid by Buyer to the Company for any allegedly infringing Product. THIS SECTION STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

16. BUYER IDEMNIFICATION. Buyer shall defend, indemnify and hold harmless the Company against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury, wrongful death, property damage or diminution of value, business damage or diminution of value, patent or copyright infringement, or any other liabilities of any nature as a result of the Company's goods, materials, representations (both implicit and explicit) and/or Services, if, and only if, Buyer is at least partially at fault for said liabilities. Buyer's indemnification of the Company for patent and copyright infringement under this section shall also apply where Buyer (a) modified, altered, or combined the Product with any equipment not supplied by the Company, or (b) used the Product in a manner for which it was not designed.

17. ENTIRE AGREEMENT. In the absence of a separate, duly executed volume purchase or similar agreement between the Company and Buyer, BUYER'S PURCHASE OF THE COMPANY PRODUCTS HEREUNDER REPRESENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS BY EITHER PARTY, WHETHER VERBAL OR WRITTEN, CONCERNING THE SUBJECT MATTER HEREOF. The terms and conditions contained herein take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Neither the Company's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. No waiver, change, or modification to the terms and condition herein shall be valid or binding unless in writing and signed by authorized representatives of both parties.

18. ASSIGNMENT. This Agreement may not be assigned by Buyer without prior written consent from a duly authorized representative of the Company. This Agreement shall be binding upon the Buyer's permitted successors and assigns.

19. SURVIVABILITY. If any provision of this Agreement shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.

20. MISCELLANEOUS. Except as prohibited by US bankruptcy laws, in the event of Buyer's insolvency or inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, the Company may elect to cancel any unfulfilled obligations to Buyer hereunder. The Company shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC) and all other applicable laws. Buyer agrees to execute such financing statements and other documents as the Company may request in order to protect its security interest. If Buyer fails to execute such financing statements and other documents within fourteen (14) days of written request by the Company, then Buyer hereby grants the Company full power and authority to execute and file such financing statement and other documents on Buyer's be

21. CHOICE OF LAW AND JURISDICTION. The parties agree that any dispute regarding interpretation or validity of these terms and conditions or relating in any manner to Products or Services sold hereunder shall be governed by the laws, and subject to the jurisdiction of courts, of Minnesota, USA, with any dispute or Claim venued or heard in the State of Minnesota.

22. NOTICE. Any notice required under this Agreement shall be valid upon either hand delivery or delivery via United States Mail, postage prepaid, to the parties at the addresses set forth in this Agreement, and if mailed via United States Mail, postage prepaid, be deemed delivered within three (3) days following the date of mailing.

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consideration of Ford F-350 purchase (duty truck)

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	• The duty truck is scheduled to be replaced in our fleet replacement plan in 2026. • The duty truck will also have a small crane installed to assist the water department during hydrant repairs and other miscellaneous tasks.

Recommendations:	Approve the Director of Community Assets and Development to enter into an agreement with Midway Ford and Surefitters for the purchase of the vehicle and the purchase/installation of the crane.

Applicable Deadlines:	NA

Community Impact:	NA

Legislative History:	NA

Strategic Priority:	**City Assets**

Fiscal Impact:	**Financial Consideration?**	**Yes**
	Revenue/Expenditure Amount:	$67,188.83
	Financing Source:	**Budgeted**
	Notes:	

Attachments:	1.	Midway Ford 41 F-350 4x4 Crew Cab 6.75' box XL 7-24-26
	2.	Surefitters Crane Quote

Midway Ford Commercial
Fleet and Government Sales
2777 N. Snelling Ave.
Roseville MN 55113

Travis Swanson
651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

MF41
2027 F350 4X4- Crew Cab- 6.75' Box

Standard

Automatic Transmission	**40/20/40 Vinyl Front Seat**	**Front Tow Hooks**
Dual Front Air Bags	**Standard Base Upholstery**	**Rubber Floor Covering**
AM/FM Radio	**4-Wheel ABS Brakes**	**Black Bumpers w/Rear Step**
Tow Hitch	**Air Conditioning**	**Matching Full Size Spare Tire**
Tilt Wheel	**LT245/75r17 E All Season Tires**	**7.3L V8**
Sync	**Shift on Fly 4x4**	**Rear View Camera**
	Power Windows	**Power Locks**

Options	Code	Price	Select
Cloth 40/20/40 Split Bench S	1	$286	x
Snow Plow/Camper Package	47B	$364	x
Dual AGM 68 AH Battery	86M	$191	x
Upfitter Switches	66S	$228	x
410 Amp Dual Alternators	67B	$195	x
Pro Power Onboard - 400W	43C	$205	x
18" Steel Wheels	64F	$414	x
LT275/70r18E AT Tires	TDX	$241	x
Brake Controller	52B	$273	x
Running Boards	18B	$405	x
Option Total		$2,802	

Exterior Colors	**Code**	**Select**
Neptune Blue	CD	
Race Red	PQ	
Agate Black	UM	
Carbonized Gray Metallic	M7	
Iconic Silver	JS	
Oxford White	Z1	x

Extended Service Contracts	**Cost**	**Select**
7 year/75,000 mile PremiumCare Warranty (Bumper to Bumper)	$2,970	

Base Price	**Totals**
6.8 Gas	$46,186.00
Options Price Totals	$2,802.00
Extended Warranty	
Transit Impr Excise Tax	$20.00
Tax Exempt Lic	$47.00
6.875% Sales Tax	$3,367.93
Document fee	$350.00
Sub total per vehicle	$52,772.93
Number of Vehicles	1
Grand Total for all units	$52,772.93

You must have a active FIN code to participate in this purchase contract : FIN code #

Purchase Order required prior to order placement

PO #

Name of Organization

Address

City, State, Zip

Acceptance Signature

Contact Person/ Phone #

Print Name and Title

Date

Contact's e-mail address and fax #

Proposal No: 2608031550-00
Date: 8/3/2026
Valid Through: 10/31/2026

BILL TO	SOLD TO	SHIP TO
City of New Brighton 803 Old Highway 8 NW New Brighton, MN 55112	**City of New Brighton** 803 Old Highway 8 NW New Brighton, MN 55112	**City of New Brighton** 803 Old Highway 8 NW New Brighton, MN 55112

Prepared for: Eric Volk | eric.volk@newbrightonmn.gov | 651.638.2119
Prepared by: John Holman | john.holman@surefitters.com | 952.564.8174
Vehicle: 2026 Ford F350 Crew Cab 8' Bed SRW

CONSIDER IT DONE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	BASE PACKAGE			
370871000	AUTO CRANE EC-2, 2,000LB, 7' BOOM, POWER ROTATION, 4' STANDARD PEDESTAL, 10' HARD-WIRED CONTROL	1	$ 10,144.00	$ 10,144.00
CB251PB	CIRCUIT BREAKER, 250 AMP	1	$ 72.90	$ 72.90
700343000	SINGLE JACKLEG, DETACHABLE, MEDIUM DUTY, SCREW BASE (16"L)	1	$ 349.00	$ 349.00
CUSTOM	CUSTOM WELDMENT TO MOUNT PEDESTAL IN FORD PICKUP BED	8	$ 175.00	$ 1,400.00
LABOR-SB	INSTALLATION LABOR	14	$ 175.00	$ 2,450.00

PROJECT TOTAL (BEFORE TAX): $ 14,415.90

OTHER NOTES

ALL ITEMS ARE ON MN STATE CONTRACTS 279381 OR 264963, UNLESS MARKED "NCI" (NON-CONTRACT ITEM)

ACCEPTED BY: ______________________ **DATE:** ______________________

THE PARTIES AGREE THAT THE TERMS AND CONDITIONS ATTACHED HERETO OR ON THE BACK SIDE OF THIS ORDER ARE INCORPORATED HEREIN AND A PART OF THIS ORDER.

DRIVEN TO BUILD BETTER

15100 Business Parkway, Rosemount, MN 55068
www.surefitters.com | 952.224.4440

TERMS AND CONDITIONS

1. PRICING. All price quotations are valid for thirty (30) days unless otherwise noted.

2. PAYMENT. Unless otherwise quoted by the Company, agreed to in writing or expressly stated on the face of this document, terms of payment shall be as follows:
a.For new Buyers or those without open account the terms are: COD.
b.For Buyers with open account the terms are: 1% net (10) days, net (30) days from the invoice date.
c.For projects requiring significant engineering & design work the terms are: 50% down, balance as per a. or b. above.
d.For projects with non-standard components provided or manufactured to the Buyer's requirements the terms are: 50% down, balance as per a. or b. above.
e.A convenience fee of 3% will be added to all credit card payments greater than $5,000.00.
f.This applies to the full amount of the invoice.
g.The Company may alter or suspend credit whenever the payment history or financial condition of Buyer warrants such action.
h.Overdue payments will be subject to a 1.5% monthly interest rate.
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5. TAXES AND DUTIES. Prices for Products and Services do not include applicable federal, state or local taxes, now or hereafter enacted, which tax or taxes (i) will be added by the Company to the sales price whenever the Company has the legal obligation to collect same, and (ii) shall be paid by Buyer unless Buyer provides the Company with an appropriate tax-exemption certificate. Except as otherwise agreed to in writing or provided on the face hereof, for sales to points outside the United States all export duties, taxes, licenses, and fees, including customs, are in addition to the quoted prices and shall be Buyer's responsibility, and any such cost incurred by the Company will be passed on to Buyer.

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11. CONFIDENTIAL INFORMATION. The parties agree that except for the written consent of the other party, each party shall keep confidential and not disclose to any person not affiliated with such party, any of the other party's confidential information and business secrets. The term "confidential information" shall include each party's respective financial, marketing, product, process, customer, dealer, accounting, sales, manufacturing, employment and related information, including such other information that a party treats or otherwise deems as confidential. Confidential information shall also include the Company Creations, Services and payment under this Agreement.

12. LIMITATION OF LIABILITY. NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER OUT OF ANY BREACH OF WARRANTY OR OUT OF OR CONNECTED WITH THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS, SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR PROVISION OF SERVICES. NOTWITHSTANDING THE FOREGOING, THE COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

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15. COMPANY INDEMNIFICATION. The Company shall defend any claim, suit, or proceeding brought against Buyer by a third party ("Claim") insofar as such Claim is based upon an assertion that the use or transfer of any Product delivered hereunder constitutes infringement of a US patent or registered copyright, provided Buyer (i) notifies the Company promptly in writing as to any such Claim, (ii) grants the Company sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Company request for assistance. Should any Product become, or in the Company's opinion be likely to become, the subject of a Claim, the Company may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that the Product is no longer infringing, or (c) request return and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight depreciation over a five (5) year useful life. The Company shall have no liability if the alleged infringement is based on (1) combination with non-Company products; (2) use for a purpose or in a manner for which the Product was not designed; (3) use of any older version when use of a newer Company revision would have avoided the infringement; (4) any modification not made with the Company's written approval; (5) any modifications made by the Company pursuant to Buyer's specific instructions; or (6) any intellectual property right owned or licensed by Buyer or any of its affiliates. Notwithstanding the foregoing, in no event shall the Company's liability to Buyer under this Section exceed the amount paid by Buyer to the Company for any allegedly infringing Product. THIS SECTION STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

16. BUYER IDEMNIFICATION. Buyer shall defend, indemnify and hold harmless the Company against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury, wrongful death, property damage or diminution of value, business damage or diminution of value, patent or copyright infringement, or any other liabilities of any nature as a result of the Company's goods, materials, representations (both implicit and explicit) and/or Services, if, and only if, Buyer is at least partially at fault for said liabilities. Buyer's indemnification of the Company for patent and copyright infringement under this section shall also apply where Buyer (a) modified, altered, or combined the Product with any equipment not supplied by the Company, or (b) used the Product in a manner for which it was not designed.

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18. ASSIGNMENT. This Agreement may not be assigned by Buyer without prior written consent from a duly authorized representative of the Company. This Agreement shall be binding upon the Buyer's permitted successors and assigns.

19. SURVIVABILITY. If any provision of this Agreement shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.

20. MISCELLANEOUS. Except as prohibited by US bankruptcy laws, in the event of Buyer's insolvency or inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, the Company may elect to cancel any unfulfilled obligations to Buyer hereunder. The Company shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC) and all other applicable laws. Buyer agrees to execute such financing statements and other documents as the Company may request in order to protect its security interest. If Buyer fails to execute such financing statements and other documents within fourteen (14) days of written request by the Company, then Buyer hereby grants the Company full power and authority to execute and file such financing statement and other documents on Buyer's behalf.

21. CHOICE OF LAW AND JURISDICTION. The parties agree that any dispute regarding interpretation or validity of these terms and conditions or relating in any manner to Products or Services sold hereunder shall be governed by the laws, and subject to the jurisdiction of courts, of Minnesota, USA, with any dispute or Claim venued or heard in the State of Minnesota.

22. NOTICE. Any notice required under this Agreement shall be valid upon either hand delivery or delivery via United States Mail, postage prepaid, to the parties at the addresses set forth in this Agreement, and if mailed via United States Mail, postage prepaid, be deemed delivered within three (3) days following the date of mailing.

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Agenda Section:	**Consent Agenda**
Meeting Date:	**August 25, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

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

Action Requested: <u>Motion</u>

Form of Action:
<u>N/A</u>

Votes Needed:
<u>N/A</u>

Summary Statement:	Lionheart Building and Consultants has requested to extend their previously approved solicitor license for one more month, August 28 - September 28, 2026. The required fee has been paid.

Recommendations:	To extend the solicitor license for Lionheart Building and Consultants for one more month, valid August 28 through September 28, 2026.

Applicable Deadlines:	None

Community Impact:	Allow a local business an opportunity to reach out to the surrounding community and offer home improvement services.

Legislative History:	City Code Chapter 10 regulates solicitor licenses.

Strategic Priority:	**N/A**

<table>
<tr><td rowspan="4">Fiscal Impact:</td><td>Financial Consideration?</td><td><u>No</u></td></tr>
<tr><td>Revenue/Expenditure Amount:</td><td>$</td></tr>
<tr><td>Financing Source:</td><td><u>N/A</u></td></tr>
<tr><td>Notes:</td><td></td></tr>
</table>

Attachments:	

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Accepting Bids and Award of Contract for City Project 25-12 Public Safety Building Roof and Skylight Replacement

Action Requested: Motion

Form of Action: Contract/Agreement
Resolution

Votes Needed: 3 Votes

Summary Statement:	The following nine bids were received and opened by staff at 10:00 a.m. on August 12, 2026: Mint Roofing $798,800.00 Commercial $835,600.00 Palmer West $845,400.00 Peterson Brothers $897,000.00 Berwald $929,360.00 McPhillips Brothers $962,435.00 John A. Dalsin & Son $1,141,797.00 Proficient Construction $1,161,460.00 BL Dalsin $1,374,272.00 A bid tabulation has been completed by ZMD Engineered Solutions and all bid totals were verified. The low bid of $798,800.00 submitted by Mint Roofing is six percent above the engineer's estimate of $750,000. The low bidder, Mint Roofing, has not previously completed work for the

	City. However, ZMD Engineered Solutions, the City's consultant, has prior experience working with Mint Roofing and has provided a letter of recommendation, which is attached to this report. If awarded, the contract requires project completion by November 13, 2026.

Recommendations:	To accept all bids and adopt the attached Resolution awarding a contract for City Project 25-12 Public Safety Building Roof and Skylight Replacement to the lowest responsible bidder, Mint Roofing, in the amount of $798,800.00.

Applicable Deadlines:	None

Community Impact:	Public safety response and equipment are valuable community assets that need to be maintained.

Legislative History:	November 25, 2025 City Council authorized the Director of Community Assets and Development to enter a professional service agreement with ZMD Engineered Solutions. July 28, 2026 City Council approved project plans and specifications and authorized advertisement for bids.

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$798,800.00
Financing Source:	**Budgeted**
Notes:	

Attachments:

1.	Resolution Accepting Bids and Award of Contract for City Project 25-12 Public Safety Building Roof and Skylight

		Replacement
	2.	2026 Roof Rehab New Brighton Public Safety Building Letter of Rec

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION ACCEPTING BIDS AND AWARD OF CONTRACT FOR CITY PROJECT 25-12, PUBLIC SAFETY BUILDING ROOF AND SKYLIGHT REPLACEMENT

WHEREAS, pursuant to advertisement in the ***Pioneer Press and Finance and Commerce,*** and online at http://www.franzrepro.com, bids for the above mentioned improvement were received, opened, and read aloud by the City Administration at 10:00 a.m., August 12, 2026 complying with the advertisement; and

WHEREAS, the lowest bidder meeting bid specifications was found to be **Mint Roofing** with a total bid of **$798,800.00.**

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

1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with Mint Roofing in the name of the City of New Brighton for City Project 25-12 Public Safety Building Roof and Skylight Replacement.

Adopted this 25th 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

ZMD Engineered Solutions, LLC

28 – 2nd Street NW
Suite #100
Osseo, MN 55369
763-515-8733

August 17, 2026

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

Re: City of New Brighton 2026 Roof Rehabilitation at Public Safety Building

Dear Mr. Schlichting:

We have reviewed and evaluated the bids received for the above-referenced project. You indicated you would like to accept the responsive low Base Bid from MINT Roofing submitted in the amount of $798,800.00.

Following the bid opening, we discussed the bid results with Jeff Lahr of MINT Roofing. He indicated they have reviewed their bid proposal and would be pleased to complete the Work for their submitted total amount of $798,800.00.

ZMD's staff has reviewed references and has past work history with MINT Roofing. They have performed satisfactory roof replacement services for ZMD on past projects.

It is our opinion MINT Roofing is capable of performing the Work as specified. We would like this letter to serve as ZMD's formal letter of recommendation to accept the Bid for MINT Roofing to perform the 2026 Roof Rehabilitation at the Public Safety Building for the City of New Brighton.

Sincerely,

ZMD Engineered Solutions, LLC

Nathan Foss

Nathan Foss
Project Manager

CC: Mr. Jeff Lahr, MINT Roofing
Mr. Craig Schlichting, City of New Brighton
Mr. Dusting Lind, City of New Brighton

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Authorizing a Transfer from the Operating Grants Fund to the Fleet Replacement Fund to Finance the Purchase of a Fire Truck

Action Requested: **Motion**

Form of Action: **Resolution**

Votes Needed: **3 Votes**

Summary Statement:	$450,000 of the City's Public Safety Aid balance will be utilized to finance a portion of the new fire truck.
Recommendations:	Approve the resolution authorizing a transfer from the Operating Grants Fund to the Fleet Replacement Fund to finance the purchase of a fire truck.
Applicable Deadlines:	n/a
Community Impact:	The fire apparatus is one of three Fire Engines that provide fire and rescue protection for the City of New Brighton. The City currently maintains an ISO Classification of 3. the Fire Division is available to anyone within the City free of charge.
Legislative History:	In December 2023, the City of New Brighton received $1,037,338 in Public Safety Aid from the State of Minnesota. This one-time funding can be used

	broadly for personnel and equipment costs associated with providing public safety. In 2024, during the 2025 capital planning process, the estimated cost to replace the 2005 Spartan Diamond Pumper truck in 2025 increased from $746,000 to $1,200,000 with about a 1.5-year delivery timeline. This was due to extraordinary increases in material, labor and component costs, combined with unprecedented demand and production backlogs for fire apparatus post-COVID. Public Safety Aid was identified as a solution to bridge the funding gap and keep the truck order on schedule. On April 22, 2025, Council authorized the replacement of the 2005 Spartan Diamond Pumper truck with a Rosenbauer Pumper truck for a total cost of up to $1,184,627. Within that authorization, it was outlined that $450,000 would be financed using Public Safety Aid, and the remaining $734,627 would come from the Fleet Replacement Fund. The build-out of the Rosenbauer Pumper truck is currently underway, and the City has made its first progress payment on the purchase. Council approval is required to transfer the dedicated Public Safety Aid dollars to the Fleet Replacement Fund, where the purchase of the truck will be recorded.

Strategic Priority:	**Operational Effectiveness**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$450,000
Financing Source:	**Other: Public Safety Aid**
Notes:	

Attachments:

1.	Resolution Resolution Authorizing a Transfer from the Operating Grants Fund to the Fleet Replacement Fund to Finance the Purchase of a Fire Truck

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

RESOLUTION AUTHORIZING A TRANSFER FROM THE OPERATING GRANTS FUND TO THE FLEET REPLACEMENT FUND TO FINANCE THE PURCHASE OF A FIRE TRUCK

WHEREAS, the City received $1,037,338 in Public Safety Aid from the State of Minnesota in 2023, and

WHEREAS, the one-time funding can be used broadly for personnel and equipment costs associated with providing public safety, and

WHEREAS, the estimated cost to replace a fire truck in 2025 increased from $746,000 to $1,200,000 with about a 1.5-year delivery timeline, and

WHEREAS, this was due to extraordinary increases in material, labor and component costs, combined with unprecedented demand and production backlogs for fire apparatus post-COVID, and

WHEREAS, Public Safety Aid was identified as a solution to bridge the funding gap and keep the truck order on schedule, and

WHEREAS, on April 22, 2025 Council authorized the replacement of the 2005 Spartan Diamond Pumper truck with a Rosenbauer Pumper truck for a total cost of up to $1,184,627, using $450,000 of Public Safety Aid and $734,627 of Fleet Replacement funding, and

WHEREAS, Council approval is required to transfer the dedicated Public Safety Aid dollars from the Operating Grants Fund to the Fleet Replacement Fund, where the purchase of the truck will be recorded.

NOW THEREFORE, BE IT RESOLVED the Finance Director is authorized and directed to transfer $450,000 from the Operating Grants Fund (130) to the Fleet Replacement Fund (603) for the financing of the Rosenbauer Pumper truck.

ADOPTED this 25th day of August 2026 by the New Brighton City Council with a vote of _____ ayes and _____ nays.

____
Kari Niedfeldt-Thomas, Mayor

____
Devin Massopust, City Manager

ATTEST:

____
Terri Spangrud, City Clerk

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Agenda Section:	**Consent Agenda**
Meeting Date:	**August 25, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Approve and Authorize Staff to Sign Loffler Proposal for Phone System Replacement

Action Requested: <u>Motion</u>

Form of Action: <u>Contract/Agreement</u>

Votes Needed: <u>3 Votes</u>

Summary Statement:	The City entered the existing agreement with Allstream in 2021 for a five year period to move to their cloud-based Mitel system. This was a cost-effective solution which mitigated a large capital expense for replacement at the time. However, continued service issues, delays in receiving service, and limitations of phone system capability have forced staff to consider alternate solutions. Staff is recommending replacement of the existing desk phone infrastructure across all departments. The Elevate system offered by Loffler offers significant upgrades in capability while lowering the total monthly cost of service. In addition, Loffler has a local presence, and is already a trusted partner for the City as our multi-function printer vendor.

Recommendations:	Approve and authorize staff to sign the agreement with Loffler to update our phone system.

Applicable Deadlines:	The existing contract with Allstream expires November 10th. Contract cancellation and project lead time require Council approval at least 60 days in advance.

Community Impact:	Telephone communication is a required component of community interaction and business operations. Maintenance and improvement of these services ensures these interactions are effective and efficient.

Legislative History:	November 23, 2021: Approval of Allstream contract

Strategic Priority:	**NA**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$3,334.99 in recurring monthly cost ($40,019.88 annual). $9,165.37 in non-recurring cost.
Financing Source:	**Budgeted**
Notes:	The current system costs the City $43,314.48 annually. The new system will cost $40,019.88 annually, resulting in a $3,294.60 annual savings in the Communications and Telephony budget within the IT fund. One time costs will be paid from balance in the Consulting budget within the IT fund.

Attachments:

1.	Loffler Quote Q10335

LOFFLER

Loffler Companies Inc

Elevate

Prepared for New Brighton City Hall

By Ray Heiland | ray.heiland@loffler.com

Valid until Friday, September 25, 2026

Statement of Work

This Statement of Work (hereinafter called the "SOW") is issued pursuant to Loffler's IT Solutions Group Master Services Agreement (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

This SOW, effective as of Friday, September 25, 2026 (hereinafter called the "Date"), is entered into by and between *Loffler Companies* and New Brighton City Hall (hereinafter called the "Client"), and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

If approved, recurring services included on this addendum will be added as additional line items to an existing Loffler agreement.

Recurring Service fees will be determined by the services and unit prices listed below. Each invoice will be based on the number of units necessary to provide the service. Units may be devices, users, or consumption based, depending on the service. Loffler reserves the right to calculate and update unit count for each billing cycle. When unit counts are changed mid-cycle, pro-rated fees will be included where applicable. The initial invoice may differ from the estimated fee listed below based on details collected during on-boarding.

Exhibits

By accepting this SOW, you agree to accept all service definitions, as well as vendor terms and conditions defined in the Exhibit URLs below. Deliverables defined within the Exhibits apply to this SOW when there is an associated line-item that has been invoiced with quantities greater than zero (0) for the month in question. Loffler services performed outside the scope of this SOW are considered outside the scope of this agreement and subject to additional costs.

https://www.loffler.com/agreements/itsg/elevate

Due to recent changes in tariffs and price fluctuations, Loffler may need to provide a new quote. If the price changes, you will receive a new quote for your review and approval.

Elevate

Recurring services included within this SOW will be invoiced monthly, reflective of the actual service commencement date. After the initial three (3) Years commitment is fulfilled, this SOW will automatically renew on an annual basis unless one party notifies the other party of its desire to terminate this SOW by providing written notice of termination no less than ninety (90) days prior to the end of the then-current term.

$2,146.00

Product			Quantity	Price	Amount
LOFFLER	Elevate Pro User Includes advanced Cloud PBX with unlimited local and long-distance calling, calls to 33 countries, connection of up to 5 phone devices, including mobile and desktop apps, Chat, SMS/MMS (500 included, overage rates apply), File Sharing (50 GB/user), CRM integrations, AI capabilities, Advanced Hunt Groups and Queuing, Video Meetings (up to 100 participants) and 30-days Archiving. Includes GOLD rebate for discounted phone or headset.	Monthly	110	$18.00	$1,980.00
LOFFLER	Resource Line (for common areas & ancillary devices) One line of service used for an overhead paging adapter, elevator or general purpose phone with limited use. Outgoing external calls billed per minute.	Monthly	55	$3.00	$165.00
LOFFLER	Elevate Additional Local Number	Monthly	1	$1.00	$1.00
LOFFLER	Archiving - 30 Days Easily capture, store, and search through all your communications, including phone call logs and recordings, voicemail recordings and transcriptions, SMS, and Elevate Chat. For rolling retention period of 30 days.	Monthly	110	$0.00	$0.00

LofflerVision

Recurring Service fees will be invoiced based on the number of licenses necessary to provide the service. Loffler reserves the right to calculate and update unit count for each billing cycle. On each anniversary of the actual service commencement date, a cost increase of 7.1% will be applied to these line items.

$330.00

Product			Quantity	Price	Amount
LOFFLER	Elevate LofflerVision Support LofflerVision Support includes remote service and support of the Elevate solution. Incident response, moves adds & changes, access to online training videos and general system and/or user questions. Required for each license type.	Monthly	165	$2.00	$330.00

Elevate Hardware			$650.00
Product	**Quantity**	**Price**	**Amount**
Yealink T73W The Yealink T73W is a modern business IP phone offering excellent HD audio, a 2.8-inch color display, and flexible connectivity. Designed for everyday professional use, it combines performance, security, and wireless capability in a sleek, easy-to-use device. Does not come with a Power Supply Unit (PSU). Optional 5V 2A PSU sold separately.	100	$0.00	$0.00
Yealink T33G Yealink T33G. 4-Line IP desk phone with color display. Does not come with a Power Supply Unit (PSU). Optional 5V 2A PSU sold separately.	10	$65.00	$650.00

Number Porting			$0.00
Product	**Quantity**	**Price**	**Amount**
Local Number Porting Fee - One-time cost per Phone Number One time charge for porting each local phone number, providing the ability to transfer a local phone number from any existing carrier to our service. Number quantities may be adjusted during the project management phase or at any time after the initial port.	232	$0.00	$0.00

Labor shall commence on a date that is mutually agreed to by Loffler and Client and will continue until complete as specified in the SOW.

Invoices for Time and Materials (T&M) labor services will be submitted weekly. Each invoice will reflect charges for the time period being billed with cumulative figures and (if applicable) for previous periods.

Elevate projects will be invoiced based on the following schedule:

- The initial 50% of the Elevate project cost will be invoiced upon project commencement
- The final 50% of the Elevate project cost will be invoiced upon project completion
- If changes to programming are needed after an engineer is assigned and programming has begun, changes will be reviewed and may require an additional charge. These changes will be billed at $145.00/hour.

The final 50% of the Elevate project shall be due when Client accepts such activities are complete without unreasonable objections. No response from Client within 5-business days of notification of the project being completed by Loffler is deemed acceptance.

Number porting follows industry standard: 8am - 5pm Monday - Friday, to be scheduled a minimum of 30 days after request is sent to the existing carrier.

NOTE pro-rated monthly service billing begins with the activation of licenses during the Onboarding phase and will be reflected on the first month's bill.

Onboarding				$8,250.00
Product		**Quantity**	**Price**	**Amount**
LOFFLER	Remote setup, programming and testing of Elevate UC system. Remote phone activation and programming. One live remote end user training session (may be recorded) and one admin training (if requested). No onsite services are included. Optional: Request Loffler service technicians on-site to unbox, assemble and place/test physical desk phones. Billed at $170/hour, or $255/hour outside of regular business hours.	1	$8,250.00	$8,250.00

Training will be provided during regular business hours, 8:00am – 5:00pm Central Time. If training is needed onsite, it will be billed at $155/hour. If remote or onsite training is needed outside of regular business hours, it may be made available but billed at $232.50/hour.

Optional: Request Loffler service technicians on-site to unbox, assemble and place/test physical desk phones. Billed at $170/hour, or $255/hour outside of regular business hours.

Estimated Taxes & Fees *Estimate based on tax-exempt status, valid forms required					$858.99
Product			**Quantity**	**Price**	**Amount**
LOFFLER	Estimated Surcharges & Other Fees - Recurring	Monthly	1	$820.05	$820.05
LOFFLER	Estimated Taxes - Recurring	Monthly	1	$38.94	$38.94
LOFFLER	Estimated Taxes - One Time		1	$0.00	$0.00

Prices subject to change – Prices based upon total purchase, all preparation, installation, delivery, training, or consulting.

Services to be billed at published rates for each activity involved.

We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products.

All returns must be approved by Loffler Companies. A minimum of 25% restocking fee with original packaging may apply.

Partial billing may apply for products and services.

For all racks, SANS, and other special shipments, the freight costs will be billed to the end user as quoted or the actual cost incurred.

This document is confidential and should not be disclosed to any third party without written permission of Loffler Companies, Inc.

All credit card payments are charged a 3% processing fee.

Sales tax to be calculated on invoice.

One Off	$8,900.00
Monthly	$3,334.99
Shipping	$265.37
Tax	$0.00
Total	**$12,500.36**

Standard Labor Rates

Resource Level	Regular Rate Monday through Friday during business hours	After Hours Rate Monday through Friday outside of business hours and on weekends (planned and scheduled activities, including projects, upgrades and maintenance)	Emergency/Holiday Rate All days of the week and all hours of the day. A customer may request emergency service any time. (emergencies and Loffler observed national holidays)
Engineer	$195.00	$292.50	$390.00
Senior Engineer	$235.00	$352.50	$470.00
Network Architect	$275.00	$412.50	$550.00
Business IT Consultant	$250.00	$375.00	$500.00
Senior Consultant	$295.00	$442.50	$590.00
Voice Engineer	$175.00	$265.50	$350.00
Project Manager	$155.00	$232.50	$310.00
Trainer	$145.00	$217.50	$290.00
Project Coordinator	$110.00	$165.00	$220.00

Labor rates listed above do not include applicable taxes. The start and end times for regular and after-hours rates will be adjusted relative to the local time zone if the work is performed onsite by our resources while physically within that time zone. A two-hour minimum applies to After Hours and Emergency/Holiday Rates.

Labor rates listed above are provided for reference and reflect Loffler's standard rates at the time of SOW creation. They are not guaranteed as part of this SOW and are subject to change at any time.

Regular Hours
Regular support hours are Monday through Friday from 7:00 am to 6:00 pm
Regular project hours are Monday through Friday from 8:00 am to 5:00 pm

Loffler Observed National Holidays:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Day Floater (The Friday after Thanksgiving)
- Christmas Day (December 25)

A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed the following Monday.

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building tomorrow today

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize and Approve Staff to Sign Grove Security Quote for Water Treatment Plant Security System

Action Requested: **Motion**

Form of Action: **Contract/Agreement**

Votes Needed: **3 Votes**

Summary Statement:	This cost proposal is for modernized security updates for Water Treatment Plant 1 as part of the ongoing initiative to modernize all City camera, door access, and alarm systems. This will coordinate work with the new security cameras and standardize all water buildings to the same security system (Verkada).

Recommendations:	Authorize and approve staff to sign the proposal with Grove Security.

Applicable Deadlines:	Quote expires 09-14-2026.

Community Impact:	Secure water operations ensure resident safety.

Legislative History:	September 9, 2025: Approval of Grove Security proposal for security system upgrade at Well 10.

Strategic Priority:	**NA**

Fiscal Impact:	**Financial Consideration?** — **Yes** Revenue/Expenditure Amount: — $60,095.20 Financing Source: — **Other** Notes: — This project will be paid for through Army reimbursement.

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$60,095.20
Financing Source:	**Other**
Notes:	This project will be paid for through Army reimbursement.

Attachments:	1.	WTP1 security and door access quote 20260818

GROVE SECURITY
ROOTED IN SURVEILLANCE

City of New Brighton - Water Treatment Plant - Access Control & Intrusion		Quote #002155 v1
Prepared For:	Prepared by:	Date Issued:
City of New Brighton Nick Kriz 803 Old Highway 8 NW New Brighton, MN 55112 **P:** (763) 234-0644 **E:** Nick.Kriz@newbrightonmn.gov	**Grove Security** Alex Burch 445 Minnesota St. Suite 1500 Saint Paul, MN 55101 **P:** 612.250.3597 **E:** alex@grove-security.com	**08.17.2026** Expires: **09.14.2026**

Products - Access Control

Description	Price	Qty	Ext. Price
Verkada AD64 Multi-format, Single Gang Card Reader with Keypad	$509.15	1	$509.15
Verkada AD34 Multi-format Card Reader	$296.65	17	$5,043.05
Verkada AC12 1 Door Controller	$679.15	2	$1,358.30
Verkada AC42 4 Door Controller	$1,529.15	1	$1,529.15
Verkada AC62 16 Door Controller	$4,504.15	1	$4,504.15
Verkada 18AH Backup Battery for AC62	$594.15	1	$594.15
Verkada 3-Year Door License, Capacity Increase	$509.15	18	$9,164.70
		Subtotal:	**$22,702.65**

Services - Access Control

Description	Price	Qty	Ext. Price
Professional Installation Services & Materials	$19,491.15	1	$19,491.15
		Subtotal:	**$19,491.15**

Products - Intrusion

Description	Price	Qty	Ext. Price
Verkada BK22 Touchscreen Alarm Keypad (New Alarms, US and Canada Only)	$339.15	6	$2,034.90
Verkada Backup Battery for BP52 Alarm Panel, 200WH (New Alarms, US and Canada Only)	$169.15	3	$507.45
Verkada Dual Backup Battery Enclosure for BP52 Alarm Panel (New Alarms, US and Canada Only)	$254.15	1	$254.15
Verkada BE32 8-Zone Alarm Expander (New Alarms, US and Canada Only)	$296.65	2	$593.30
Verkada BP52 32-Zone Alarm Panel, North America Type B Plug (New Alarms, US and Canada Only)	$764.15	2	$1,528.30
Verkada 3-Year Advanced Video Alarms License for 1 Site (New Alarms, US and Canada Only), Capacity Increase	$3,825.00	1	$3,825.00
		Subtotal:	**$8,743.10**

Services - Intrusion

Description	Price	Qty	Ext. Price
Professional Installation Services & Materials	$7,479.80	1	$7,479.80
		Subtotal:	**$7,479.80**

Legal Terms

Note 1: All labor is warrantied for 90 days from date of installation. If adjustments during this period exceed 10-labor hours, an hourly rate will be administered.
Note 2: 100% of hardware and software and 50% of Installation costs are due at signature, remaining balance due at project completion. If the total project is less than $10,000, 100% of the quote is due at signature.
Note 3: Rescheduling and redeployment of Grove Security's technicians due to unacceptable site preparation may cause scheduling delays and additional travel expenses will be billed.
Note 4: This Agreement shall be construed and enforced under the laws of the State of Minnesota without regard to its conflicts of laws principles and any action maintained by the Parties hereto shall be commenced solely within the state or federal courts located in Washington County, Minnesota.
Note 5: Grove Security reserves the right to charge Customer interest on any overdue payments at one-and-one-half percent (1.5%) per month (18% per year), or the maximum amount allowed by applicable law. If Customer fails to make payment within sixty (60) days from the date of invoice, Grove Security will be entitled to withdraw any allowances, discounts, and other concessions.

Quote Summary	Amount
Products - Access Control	$22,702.65
Services - Access Control	$19,491.15
Products - Intrusion	$8,743.10
Services - Intrusion	$7,479.80
Subtotal:	**$58,416.70**
Shipping:	**$1,678.50**
Total:	**$60,095.20**

Acceptance

Grove Security	City of New Brighton
Alex Burch	Nick Kriz
Signature / Name	Signature / Name — Initials
08/17/2026	
Date	Date

Agenda Section:	**Consent Agenda**
Meeting Date:	**August 25, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Authorize and Approve Staff to Sign Grove Security Quote for Wellhouse 9 & 16

Action Requested: Motion

Form of Action: Contract/Agreement

Votes Needed: 3 Votes

Summary Statement:	This proposal is for modernized security installation at our new Wellhouse 16, as well as updates for Wellhouse 9. This is part of the ongoing initiative to modernize all City camera, door access, and alarm systems. Well 16 is a new building which will require these security items, and Well 9 is being addressed as it is part of the same project.
Recommendations:	Authorize and approve staff to sign the proposal with Grove Security.
Applicable Deadlines:	Quote expires 09-14- 2026.
Community Impact:	Secure water operations ensure resident safety.
Legislative History:	September 9, 2025: Approval of Grove Security proposal for security system upgrade at Well 10.
Strategic Priority:	**NA**

Fiscal Impact:	**Financial Consideration?**	**Yes**
	Revenue/Expenditure Amount:	Total cost of $56,264.78 $24,747.83 for Wellhouse 9 $31,516.95 for Wellhouse 16
	Financing Source:	**Budgeted**
	Notes:	Budgeted as part of the Wellhouse 16 build and Wellhouse 9 renovation projects.

Attachments:	1.	Wellhouse 16 security and door access quote 20260818
	2.	Wellhouse 9 security and door access quote 20260818

GROVE SECURITY
ROOTED IN SURVEILLANCE

Well House #16

Quote #002118 v1

Prepared For:

City of New Brighton

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

P: (763) 234-0644
E: Nick.Kriz@newbrightonmn.gov

Prepared by:

Grove Security

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

P: 612.250.3597
E: alex@grove-security.com

Date Issued:

08.17.2026

Expires:

08.20.2026

Products

Description	Price	Qty	Ext. Price
Verkada Corner Mount	$194.65	2	$389.30
Verkada Arm Mount	$109.65	2	$219.30
Verkada Umbrella Pendant Cap Mount	$75.65	2	$151.30
Verkada Circle Junction Box Mount	$109.65	2	$219.30
Verkada CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	$1,529.15	2	$3,058.30
Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	$1,784.15	2	$3,568.30
Verkada 3-Year Camera License, Capacity Increase	$560.15	4	$2,240.60
Verkada backplate for AD34, black color, anodized aluminum	$84.15	2	$168.30
Verkada AD34 Multi-format Card Reader	$296.65	2	$593.30
Verkada AC43 4 Door Controller	$1,699.15	1	$1,699.15
Verkada 3-Year Door License, Capacity Increase	$509.15	2	$1,018.30
Verkada BK22 Touchscreen Alarm Keypad (New Alarms, US and Canada Only)	$339.15	2	$678.30
Verkada Backup Battery for BP52 Alarm Panel, 200WH (New Alarms, US and Canada Only)	$169.15	1	$169.15
Verkada BP52 32-Zone Alarm Panel, North America Type B Plug (New Alarms, US and Canada Only)	$764.15	1	$764.15
Verkada 3-Year Advanced Video Alarms License for 1 Site (New Alarms, US and Canada Only), Capacity Increase	$3,825.00	1	$3,825.00

All of the following is also included, provided by Verkada:

- 10-Year Hardware Warranty (2-business day replacement)
  - Device: CP52 and CD22(E) has 5-Year Hardware Warranty
- 24/7 Verkada support (including phone support)
- Unlimited users for software access
- Automatic Software & Firmware Updates. Your system will be up to date at all times
- Cloud Archive with unlimited storage

Subtotal: **$18,762.05**

GROVE SECURITY
ROOTED IN SURVEILLANCE

Services

Description	Price	Qty	Ext. Price
Professional Installation Services & Materials	$12,258.40	1	$12,258.40
		Subtotal:	**$12,258.40**

Legal Terms

Note 1: All labor is warrantied for 90 days from date of installation. If adjustments during this period exceed 10-labor hours, an hourly rate will be administered.
Note 2: 100% of hardware and software and 50% of Installation costs are due at signature, remaining balance due at project completion. If the total project is less than $10,000, 100% of the quote is due at signature.
Note 3: Rescheduling and redeployment of Grove Security's technicians due to unacceptable site preparation may cause scheduling delays and additional travel expenses will be billed.
Note 4: This Agreement shall be construed and enforced under the laws of the State of Minnesota without regard to its conflicts of laws principles and any action maintained by the Parties hereto shall be commenced solely within the state or federal courts located in Washington County, Minnesota.
Note 5: Grove Security reserves the right to charge Customer interest on any overdue payments at one-and-one-half percent (1.5%) per month (18% per year), or the maximum amount allowed by applicable law. If Customer fails to make payment within sixty (60) days from the date of invoice, Grove Security will be entitled to withdraw any allowances, discounts, and other concessions.

Quote Summary	Amount
Products	$18,762.05
Services	$12,258.40
Subtotal:	**$31,020.45**
Shipping:	**$496.50**
Total:	**$31,516.95**

Acceptance

Grove Security	**City of New Brighton**
Alex Burch	Nick Kriz
Signature / Name	Signature / Name Initials
08/17/2026	
Date	Date

GROVE SECURITY
ROOTED IN SURVEILLANCE

Well House #9

Quote #002153 v1

Prepared For:

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

P: (763) 234-0644
E: Nick.Kriz@newbrightonmn.gov

Prepared by:

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

P: 612.250.3597
E: alex@grove-security.com

Date Issued:
08.17.2026
Expires:
09.14.2026

Products

Description	Price	Qty	Ext. Price
Verkada Corner Mount	$194.65	2	$389.30
Verkada Arm Mount	$109.65	2	$219.30
Verkada Umbrella Pendant Cap Mount	$75.65	2	$151.30
Verkada Circle Junction Box Mount	$109.65	1	$109.65
Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	$1,784.15	3	$5,352.45
Verkada 3-Year Camera License, Capacity Increase	$560.15	3	$1,680.45
Verkada backplate for AD34, black color, anodized aluminum	$84.15	1	$84.15
Verkada AD34 Multi-format Card Reader	$296.65	1	$296.65
Verkada AC43 4 Door Controller	$1,699.15	1	$1,699.15
Verkada 3-Year Door License, Capacity Increase	$509.15	1	$509.15
Verkada BK22 Touchscreen Alarm Keypad (New Alarms, US and Canada Only)	$339.15	1	$339.15
Verkada Backup Battery for BP52 Alarm Panel, 200WH (New Alarms, US and Canada Only)	$169.15	1	$169.15
Verkada BP52 32-Zone Alarm Panel, North America Type B Plug (New Alarms, US and Canada Only)	$764.15	1	$764.15
Verkada 3-Year Advanced Video Alarms License for 1 Site (New Alarms, US and Canada Only), Capacity Increase	$3,825.00	1	$3,825.00

All of the following is also included, provided by Verkada:

- 10-Year Hardware Warranty (2-business day replacement)
  - Device: CP52 and CD22(E) has 5-Year Hardware Warranty
- 24/7 Verkada support (including phone support)
- Unlimited users for software access
- Automatic Software & Firmware Updates. Your system will be up to date at all times
- Cloud Archive with unlimited storage

Subtotal:	**$15,589.00**

Services

Description	Price	Qty	Ext. Price
Professional Installation Services & Materials	$8,770.33	1	$8,770.33
		Subtotal:	**$8,770.33**

Legal Terms

Note 1: All labor is warrantied for 90 days from date of installation. If adjustments during this period exceed 10-labor hours, an hourly rate will be administered.
Note 2: 100% of hardware and software and 50% of Installation costs are due at signature, remaining balance due at project completion. If the total project is less than $10,000, 100% of the quote is due at signature.
Note 3: Rescheduling and redeployment of Grove Security's technicians due to unacceptable site preparation may cause scheduling delays and additional travel expenses will be billed.
Note 4: This Agreement shall be construed and enforced under the laws of the State of Minnesota without regard to its conflicts of laws principles and any action maintained by the Parties hereto shall be commenced solely within the state or federal courts located in Washington County, Minnesota.
Note 5: Grove Security reserves the right to charge Customer interest on any overdue payments at one-and-one-half percent (1.5%) per month (18% per year), or the maximum amount allowed by applicable law. If Customer fails to make payment within sixty (60) days from the date of invoice, Grove Security will be entitled to withdraw any allowances, discounts, and other concessions.

Quote Summary	Amount
Products	$15,589.00
Services	$8,770.33
Subtotal:	**$24,359.33**
Shipping:	**$388.50**
Total:	**$24,747.83**

Acceptance

Grove Security	**City of New Brighton**
Alex Burch	Nick Kriz
Signature / Name	Signature / Name — Initials
08/17/2026	
Date	Date

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: **Consider Authorization to Purchase Extrication Tools**

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

Summary Statement:	The Public Safety Department has vehicle extrication responsibilities for vehicles traveling within or through the City of New Brighton that become involved in a crash that the occupant is unable to free themselves from. The extrication tools are utilized by the Fire Division to forcibly enter a vehicle where an occupant is trapped, and frequently seriously injured, to allow that individual to receive medical care along with rapid transport to an appropriate hospital. The current tool staff would be replacing is 20 years old. Consistent with the City Green Step Initiatives, staff will be transitioning the tools to a battery-powered model that does not require the direct consumption of fossil fuels to power. The purchase will be completed through the Houston-Galveston Area Council Competitive Purchasing Cooperative Bidding Contract, of which the City is a member, and requires delivery in 45 days as opposed to the standard 120 days. This purchase is budged in the Non-Fleet Capital account and, due to recent pricing dynamics, the purchase price is higher than anticipated. However, this difference will be made up through other capital item purchases and deferments.

Recommendations:	Authorize Staff to Purchase Genesis Battery Powered Extrication Tools

	through the HGAC Purchasing Cooperative

Applicable Deadlines:	

Community Impact:	The tools are utilized to facilitate emergency medical treatment for those in need who may be involved in a vehicle crash. The transition to battery-powered equipment is consistent with City initiatives to reduce environmental impacts due to direct consumption of fossil fuels.

Legislative History:	

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$53,841.50
Financing Source:	**Budgeted**
Notes:	

Attachments:

1.	SRORDERS_QS12683

Pending

Equipment Management Company
22824 West Winchester Drive
Channahon, IL 60410
US
815-467-8762
Fax: 815-467-8763

Quote 12683

Order Date: 08/19/2026
Printed Date: 08/19/2026

Bill To: **New Brighton Fire Dept**
785 Old Highway 8 NW
Saint Paul, MN 55112-2792
US

Ship To: **New Brighton Fire Department**
785 Old Highway 8 NW
Saint Paul, MN 55112-2792
US

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including and implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. All goods returned must be accompanied by this invoice. No returns on non stock parts/equipment.

Customer ID	Purchase Order	Valid Until	Ship Via	F.O.B.	Sales Rep	Ship From
NEWBRI		/ /			HGAC	DIRECT

Ord Qty			U.O.M. / Description	Item Number	Item Status	Unit Price	Discount / Est Ship Date	Tax	Extended Price
1			EACH	1101469GRS	Sale	20,497.50000	0.000	N	20,497.50
			S49 SLi 28" Spreader 18V				08/19/2026		
1			EACH	1101550GRS	Sale	18,351.00000	0.000	N	18,351.00
			SC240 SLi Nxt Gen Smooth Cut Blades 18V				08/19/2026		
1			EACH	1100145GRS	Sale	14,643.00000	0.000	N	14,643.00
			22-54 SLi Tele Ram 18V				08/19/2026		
1			EACH	FREIGHT	Freight	350.00000	0.000	N	350.00
			Freight Not to exceed $350.00				08/19/2026		
			*This is an HGAC order and must ship within 45 days or sooner per HGAC Contract						

Pricing valid for 30 days

Non Taxable Subtotal	53,841.50
Taxable Subtotal	0.00
Order Discount	0.00
Tax	0.00
Order Total	53,841.50

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Approval of 2026-2028 Master Labor Agreement between Law Enforcement Labor Services Local No. 638 and the City of New Brighton

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

Summary Statement:	• The Public Safety Administrative Support Manager is represented by LELS Local No. 638. This is a newly formed union, and does not currently have a Master Labor Agreement.
	• Management and labor met once this summer to discuss the labor agreement, with most conversations focused on wages, holidays, and sick leave. Both parties are satisfied with the proposed agreement.
	• A summary of the most significant points is below, with a version of the new contract showing tracked changes for key topics discussed during negotiations attached.
	  ○ Wages reflect a 4% COLA for 2026, 3% COLA for 2027, and 3% COLA for 2028 - subject to change if non-union employees receive an adjustment greater than the COLA provided in this agreement (Article 16.1 & 16.2)
	  ○ Employees will contribute 2% of their annual income into a City-selected post-retirement insurance program (Article 16.3)
	  ○ Employees will be provided with uniforms and equipment

	(Article 15) ○ Vacation accrual shall not exceed 260 hours, any hours over 260 will be lost by the end of the calendar year (Article 17) ○ Holiday hours are 104 hours, including 1 floating holiday (Article 19) ○ Parental leave granted for up to 80 hours (Article 21) ○ MN Paid Leave shared contribution with employee paying 50% and employer paying 50% of the premium (Article 23.1) • Financial impacts are included in the 2026 budget.

Recommendations:	Approve 2026 Master Labor Agreement between LELS Local No. 638 and the City of New Brighton

Applicable Deadlines:	N/A

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

Legislative History:	7/28/2026 - Representatives from management and Union met to discuss 2026-2028 labor agreement

Strategic Priority:	**N/A**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	Included in 2026 budget cycle
Financing Source:	**Budgeted**
Notes:	

Attachments:

1.	Agreement

MASTER LABOR AGREEMENT

BETWEEN

THE CITY OF NEW BRIGHTON

AND

LAW ENFORCEMENT LABOR SERVICES, INC
LOCAL NO. 638

January 1, 2026, through December 31, 2028

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF NEW BRIGHTON, hereinafter called EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., Local No. 638 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2- RECOGNITION

2.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative, under the Minnesota Public Employee Labor Relations Act, as certified by the Minnesota Bureau of Mediation Services, Case No. 26PCE0969.

All employees of the New Brighton Department Police Department, New Brighton, Minnesota, in the job classification of Administrative Support Manager, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, and supervisory employees within the meaning of Minn. Stat. 179A.03 subd. 17, excluding confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4.

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

ARTICLE 3 - DEFINITIONS

3.1 UNION: Law Enforcement Labor Services, Inc., Local No. 638.

3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 638.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The City of New Brighton Public Safety Department.

3.5 EMPLOYER: The City of New Brighton.

3.6 DIRECTOR: The Director of the City of New Brighton Public Safety Department

3.7 UNION OFFICER: Officer elected or appointed by the LAW ENFORCEMENT LABOR SERVICES, INC., Local No. 638.

3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period.

3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a meal break.

3.10 REST BREAKS: Two periods of fifteen minutes each during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.11 MEAL BREAK: A thirty minute period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

3.13 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

ARTICLE 4 - EMPLOYER SECURITY

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

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform an inherent managerial function not specifically limited by this AGREEMENT.

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

ARTICLE 6 - UNION SECURITY

6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Law Enforcement Labor Services, Inc. dues. Such monies shall be remitted as directed by Law Enforcement Labor Services, Inc. Deductions shall begin within thirty (30) days of receipt by the EMPLOYER of the authorization and deductions shall be remitted to Law Enforcement Labor Services, Inc. within thirty (30) days of the deduction.

6.2 The UNION may designate employees from the bargaining unit to act as Stewards and alternates and shall inform the EMPLOYER in writing of such notice and changes in the positions of Stewards and/or alternates.

6.3 The EMPLOYER shall make space available on the employee bulletin board the posting of UNION notice(s) and announcement(s).

6.4 Law Enforcement Labor Services, Inc. shall indemnify the Employer for any successful employee claim for unauthorized employer deduction made by relying on Law Enforcement Labor Services, Inc.'s submission of membership authorizations or certification or regarding the employee's authorization for the dues deduction or for any successful employee claim for unauthorized employer deductions by relying on information from Law Enforcement Labor Services, Inc. regarding changing or canceling dues deductions including any reasonable attorney fees and litigation costs.

ARTICLE 7- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

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

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

7.3 Procedure
Grievances, as defined by Section 3.13, shall be resolved in conformance with the following procedure:

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

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

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

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 by the UNION, within ten (10) calendar days following mediation. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5 A grievance unresolved in Step 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.4 Waiver

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

7.5 Choice of Remedy

If, as a result of the written EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 5 of ARTICLE 7or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 in ARTICLE 7, the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5 of Article VII or another appeal process, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE 7.

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

Arbitrator's Authority

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

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

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

ARTICLE 8- SAVINGS CLAUSE

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

ARTICLE 9 - SENIORITY

9.1 Seniority shall be determined by the employee’s length of service in the bargaining unit and posted in an appropriate location. Seniority rosters will be maintained by the Director of Public Safety (or designee) on the basis of time in grade and time within specific classifications.

9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER.

9.3 A reduction in the workforce will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within twelve (12) months of the time of the EMPLOYEE'S layoff before any new EMPLOYEE is hired.

9.4 Senior employees will be given preference with regard to transfer when the job relevant qualifications of employees are equal.

ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a) Oral reprimand
b) written reprimand
c) unpaid suspension
d) demotion, or
e) discharge.

10.2 Written reprimands, suspensions, demotions and discharge will be in written form.

10.3 Written reprimands, notices of suspension, notices of demotion, and notices of discharge which are to become part of any employee's personnel file shall be read and acknowledged by signature of the employee. Employees, the UNION, and Law enforcement Labor Services, Inc., will receive a copy of such reprimand and/or notice.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

10.5 Discharges will be preceded by a five-day (5) suspension without pay.

10.6 Employees will not be questioned concerning an investigation that may result in disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

10.7 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE 7.

ARTICLE 11- CONSTITUTIONAL PROTECTION

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

ARTICLE 12 - WORK SCHEDULES

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

ARTICLE 13 – OVERTIME

13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours within a seven (7) day period. Changes of shifts do not qualify any employee for overtime under this ARTICLE.

13.2 Overtime will be calculated to the nearest fifteen (15) minutes.

13.3 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

13.4 Overtime and compensatory hours shall be approved, earned, and paid as described in the City of New Brighton Employee Handbook, section 8.5 (Overtime) and 8.6 (Compensatory Time).

ARTICLE 14 - INSURANCE*

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

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

**2027 and 2028 health insurance contributions are subject to a re-opener to be scheduled in Fall 2026 and Fall 2027.*

14.2 Employees shall be eligible to participate in the EMPLOYER'S cafeteria benefits program which shall include the Employer's health insurance program.

14.3 Employees shall have the option to opt out of health insurance, provided proof of insurance coverage is provided from the other insurance carrier. The City will pay $350/month to employees opting out, which would be eligible to be used within the cafeteria benefits program.

14.4 Optional benefits. EMPLOYEES may utilize any EMPLOYER monetary contributions available after health insurance premiums are satisfied per Article 14 for the purpose of selecting additional benefits~~,~~ from the City's cafeteria benefits program and in compliance with Section 17 of the City of New Brighton Employee Handbook.

14.5 The City shall provide a $25,000 term life insurance policy to EMPLOYEES during their employment with the City.

ARTICLE 15- UNIFORMS

15.1 The EMPLOYER shall provide required uniform and equipment.

ARTICLE 16 - WAGE RATES AND STEP SYSTEM

16.1 The following monthly wage rates shall be Effective January 1, 2026 - December 31, 2028, reflecting a 4% COLA in 2026, 3% COLA in 2027, and 3% COLA in 2028. See wage table below.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2026	$7,791	$8,044	$8,305	$8,575	$8,854	$9,142	$9,439	$9,745	$10,062
2027	$8,025	$8,285	$8,554	$8,832	$9,120	$9,416	$9,722	$10,037	$10,364
2028	$8,266	$8,534	$8,811	$9,097	$9,395	$9,698	$10,014	$10,338	$10,675

16.2 The EMPLOYER agrees that employees covered in the Agreement will receive the same percentage cost-of-living adjustment granted to non-union employees if such adjustment is greater than the COLA provided under this Agreement.

16.3 Post-Retirement Wage contribution. In compliance with IRS rules pertaining to retirement health savings (RHS) plans, employees covered by this union are hereby deemed a group that will have 2% of compensation placed into a RHS plan. Contributions are an expense to the employee. An employee leaving the City in good standing and qualifying for sick leave severance shall have the severance pay deposited into the employee's RHS account.

ARTICLE 17 - VACATIONS

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

VACATION ACCRUAL

Hours of Vacation Per Years of Employment	Year of Full Time Service
0-3 years	80
4-5 years	88
6-10 years	120
11 years	128
12 years	136
13 years	144
14 years	152
15 years	160
20 years	180
21 years	184
22 years	188
23 years	192
24 years	196
25 years	200

17.2 Vacation accrual shall not exceed 260 hours. Any hours over the 260 maximum accrual limit will be lost at the end of the calendar year (December 31), unless special exception is granted by the City Manager.

17.3 An employee leaving the municipality's service in good standing per the City of New Brighton Employee Handbook, and after giving proper notice of separation, shall be compensated for up to 260 hours of accrued vacation leave.

ARTICLE 18- SICK LEAVE

18.1 Rate of Accrual. Sick leave with pay shall be accrued by permanent full-time employees up to a maximum of 96 hours per year.

18.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.

18.3 Purpose. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion but shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or to receive dental or medical care or other sickness preventative measures approved by the City Manager.

18.4 Use for Funerals/Illness in Family. Employees may use up to twenty-four (24) hours of paid funeral leave to attend the funeral of a family member (see definition of family members in Section 3 of the City's Employee Handbook).

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

18.5 Notice. In order to be eligible for sick leave with pay an employee must notify the on- duty supervisor or department head not less than two (2) hours prior to the beginning of the employee's work day, and shall keep the department head informed of the employee's ability to return to work if the absence is more than three (3) days duration.

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

A. Reasonable documentation as provided in Minn Stat. 181.9447, or other applicable state and Federal laws, may be required for any sick leave taken after three (3) consecutive days.

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

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

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

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

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

18.10 Post Retirement Health Savings Account-

EMPLOYEES terminating in good standing per the City of New Brighton Employee Handbook and having completed twenty (20) or more years of service with the City and having accrued sick leave in his/her account, shall be eligible to receive the following contribution by the Employer into the Employee's post-retirement health saving account plan, subject to the provisions of such plan.

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

ARTICLE 19 - HOLIDAYS

19.1 Employees shall be entitled to 104 hours of holiday per year; in accordance with Section 13.1 of the City of New Brighton's Employee Handbook.

Designated Holidays

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

ARTICLE 20 – BEREVEAMENT LEAVE

20.1 Employees may use up to three consecutive working days of paid funeral leave to attend to the funeral of a family member, as defined as: spouse, child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (inclusive of biological, adopted, and foster family members). The benefits provided in this Article are in addition to the bereavement leave available under the ESST law and eligible under Article 19, Sick Leave.

ARTICLE 21 – PAID PARENTAL LEAVE

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

ARTICLE 22 – JURY DUTY

22.1 The provisions outlined in this Article regarding jury duty shall be administered in accordance with Section 16.2 of the City of New Brighton's Employee Handbook.

ARTICLE 23 – MINNESOTA PAID FAMILY AND MEDICAL LEAVE

23.1 Pursuant to Minn. Stat. 268B, subd, 3, the Employer and Employee shall equally share the cost of premiums required under Minnesota's Paid Family and Medical leave law. The total premium shall be no more than 50% by the Employee. If the other employees in the City are offered a lower rate, the employees in this bargaining unit shall pay the lower rate. The employee's share will be collected through payroll deduction.

23.2 While on an accrued Minnesota Paid Leave, an employee shall have the option to use their accrued vacation leave, sick leave, comp time, and/or any paid leave balances to supplement the partial wage payment from Minnesota Paid Leave, up to 100% of their straight time pay.

ARTICLE 24 – WAIVER

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

24.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law for bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, except where so stipulated, or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed with the exception of any term or condition of employment subject to a change in local, state, or federal law.

ARTICLE 25 - DURATION

25.1 This AGREEMENT shall be effective as of the first (1st) day of January 2026 and shall remain in full force and effect until the thirty-first (31st) day of December 2028, and shall continue thereafter in full force and effect until modified or amended by mutual agreement of the EMPLOYER and UNION.

In witness whereof, the parties hereto have executed this AGREEMENT on this_____day of______2026.

FOR THE CITY OF NEW BRIGHTON	FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 638
______________________________ Devin Massopust City Manager	______________________________ Gina Krahn Union Steward
______________________________ Kari Niedfeldt-Thomas Mayor	______________________________ Sean McKnight LELS Business Representative

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Change Order 1 and Final Payment, Partial Payment 4 for City Project 25-1, 2025 Street Rehabilitation

Action Requested: **Motion**

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

Votes Needed: **3 Votes**

Summary Statement:	The purpose of this item is to approve Change Order 1, which includes the adjustment (increase) in contract costs relating to actual quantities of materials installed with the project, and final payment to the contractor. The original contract amount, which was based on estimated quantities, was \$2,529,179.11 and the final construction contract amount is \$2,537,549.41. A summary of all project costs and funding sources will be included in the forthcoming assessment report. City Project 25-1, 2025 Street Rehabilitation consisted of the rehabilitation of 1.85 miles of streets, watermain and service replacement, storm sewer improvements, and sanitary sewer improvements.

Recommendations:	Approve Change Order 1 in the amount of \$8,370.30. Approve Final Payment, Partial Payment 4, for City Project 25-1, 2025 Street Rehabilitation to Park Construction Company in the amount of \$76,546.05.

Applicable Deadlines:	None

Community Impact:	Providing cost-effective infrastructure improvements.

Legislative History:	November 12, 2024 City Council authorized the Director of Community Assets and Development to enter a professional service agreement with American Engineering and Testing. November 12, 2024 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 25-1, 2025 Street Rehabilitation. February 11, 2025 City Council authorized the purchase of fire hydrants and gate valves for the proposed project. March 20, 2025 An informational meeting was held with residents to be affected by the project. April 8, 2025 City Council accepted the Feasibility Study and set the Public Improvement Hearing date for April 22, 2025. April 22, 2025 Public Improvement Hearing held and City Council ordered Public Improvement Project 25-1, 2025 Street Rehabilitation. May 13, 2025 City Council approved project plans and specifications and authorized advertisement for bids. June 17, 2025 Bids opened by staff. June 24, 2025 City Council accepted all bids and awarded a contract to Park Construction Company.

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$76,546.05
Financing Source:	**Budgeted**
Notes:	

Attachments:

1.	Change Order 1

	2. | PP4 FINAL PAYMENT

CITY OF NEW BRIGHTON
DEPARTMENT OF COMMUNITY ASSETS AND DEVELOPMENT

August 20, 2026

CONTRACTOR: **Park Construction Company**
1481 81st Ave NE
Minneapolis, MN 55432
Phone: (763) 786-9800

CHANGE ORDER 1

PROJECT 25-1, 2025 STREET REHABILITATION

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

ACTION:

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

Item Number	Item Description	Unit	Bid Quantity	Bidding Unit Price	Bid Total Cost	Change Order Quantity	Anticipated Change Order Unit Price	Change Order Total Price	Net Cost
	Adjustment to original contract based on actual quantities	LS	0		$0.00	1	$8,370.30	$8,370.30	$8,370.30
								SUBTOTAL	**$8,370.30**

SUBTOTAL OF ADDED ITEMS	$8,370.30
TOTAL OF DEDUCTED ITEMS	$0.00
TOTAL OF CHANGE ORDER 1	**$8,370.30**
ORIGINAL CONTRACT AMOUNT	$2,529,179.11
PREVIOUS CHANGE ORDERS	**$0.00**
CONTRACT PRICE PRIOR TO CHANGE ORDER	$2,529,179.11
NET INCREASE OF CHANGE ORDER	$8,370.30
NEW CONTRACT PRICE WITH CHANGE ORDERS	$2,537,549.41
CHANGE IN CONTRACT TIME	NONE

APPROVED BY: ________________________________ DATE ______________

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

APPROVED BY: ________________________________ DATE ______________

PARK CONSTRUCTION COMPANY

APPROVED BY COUNCIL ACTION: AUGUST 25, 2026

City of New Brighton
Department of Community Assets and Development

Project 25-1, 2025 Street Rehabilitation
City of New Brighton

Partial Payment 4 Final Payment
Date: August 20, 2026

Contractor: Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432
Phone: (763) 786-9800

NO.	ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT BID		PAYMENT		
					QUANTITY	COST	QUANTITY THIS PAYMENT	QUANTITY	COST
1	2021.501	MOBILIZATION	LUMP SUM	$165,300.00	1	$165,300.00		1	$165,300.00
2	2101.502	CLEARING	EACH	$600.00	6	$3,600.00		6	$3,600.00
3	2101.502	GRUBBING	EACH	$400.00	6	$2,400.00		6	$2,400.00
4	2104.502	REMOVE CATCH BASIN	EACH	$471.00	18	$8,478.00		18	$8,478.00
5	2104.502	REMOVE MANHOLE	EACH	$575.00	1	$575.00			
6	2104.502	REMOVE CASTING	EACH	$243.00	1	$243.00		1	$243.00
7	2104.502	REMOVE HYDRANT, LEAD, AND VALVE	EACH	$782.00	5	$3,910.00		5	$3,910.00
8	2104.502	REMOVE GATE VALVE AND BOX	EACH	$678.00	7	$4,746.00		9	$6,102.00
9	2104.502	SALVAGE SIGN AND POST	EACH	$25.50	12	$306.00		14	$357.00
10	2104.502	SALVAGE CASTING	EACH	$243.00	46	$11,178.00		46	$11,178.00
11	2104.502	SALVAGE MAILBOX AND POST	EACH	$86.70	62	$5,375.40		63	$5,462.10
12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN. FT.	$5.10	864	$4,406.40		864	$4,406.40
13	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	$1.85	1,217	$2,251.45		1,217	$2,251.45
14	2104.503	REMOVE WATERMAIN	LIN. FT.	$8.30	2,031	$16,857.30		2,081	$17,272.30
15	2104.503	REMOVE SEWER PIPE (STORM)	LIN. FT.	$8.30	270	$2,241.00		310	$2,573.00
16	2104.503	REMOVE CURB AND GUTTER	LIN. FT.	$4.40	9,596	$42,222.40		9,931	$43,696.40
17	2104.504	REMOVE CONCRETE WALK	SQ. YD.	$9.80	86	$842.80		98	$960.40
18	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	$11.60	1,150	$13,340.00		912	$10,579.20
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ. YD.	$10.50	750	$7,875.00		513	$5,386.50
20	2104.507	REMOVE RECLAIM MATERIAL (LV) (P)	CU. YD.	$19.80	5,565	$110,187.00		1,023	$20,255.40
21	2105.607	SALVAGE RECLAIM MATERIAL (LV) (P)	CU. YD.	$14.90	2,052	$30,574.80		6,932	$103,286.80
22	2106.507	EXCAVATION - COMMON	CU. YD.	$27.10	1,250	$33,875.00		1,250	$33,875.00
23	2106.507	SUBGRADE CORRECTION (EV)	CU. YD.	$18.00	1,500	$27,000.00		3,422	$61,596.00
24	2106.601	DEWATERING	LUMP SUM	$5,700.00	1	$5,700.00		1	$5,700.00
25	2112.604	SUBGRADE PREPARATION (P)	SQ. YD.	$0.97	34,086	$33,063.42		34,086	$33,063.42
26	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$189.00	40	$7,560.00		76.50	$14,458.50
27	2211.507	PLACE SALVAGED RECLAIM MATERIAL (CV) (P)	CU. YD.	$8.80	1,578	$13,886.40		5,000	$44,000.00
28	2215.504	FULL DEPTH RECLAMATION (P)	SQ. YD.	$0.92	32,516	$29,914.72		32,516	$29,914.72
29	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	$18.60	60	$1,116.00		60	$1,116.00
30	2331.603	SAWED & SEALED JOINT	LIN. FT.	$3.60	9,500	$34,200.00	8,806	8,806	$31,701.60
31	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	$3.05	1,589	$4,846.45		1,476	$4,501.80
32	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) - SPWEA240B	TON	$233.00	160	$37,280.00	29.59	159.83	$37,239.42
33	2360.509	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3;C) - SPNWB330C	TON	$78.00	5,768	$449,904.00		5,532	$431,496.00
34	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3;C) - SPWEB340C	TON	$88.30	4,020	$354,966.00		3,871	$341,809.30
35	2451.609	AGGREGATE PIPE BEDDING	TON	$39.40	50	$1,970.00		1,179.91	$46,488.60
36	2502.601	LANDSCAPE/IRRIGATION SYSTEM ALLOWANCE	LUMP SUM	$10,000.00	1	$10,000.00		1.06	$10,615.00
37	2502.503	6" PERFORATED PE PIPE DRAIN	LIN. FT.	$33.10	100	$3,310.00		50	$1,655.00
38	2503.503	15" RC PIPE SEWER DESIGN 3006 CL V	LIN. FT.	$63.20	191	$12,071.20		220	$13,904.00
39	2503.503	18" RC PIPE SEWER DESIGN 3006 CL V	LIN. FT.	$77.70	40	$3,108.00		40	$3,108.00
40	2503.503	30" RC PIPE SEWER DESIGN 3006 CL V	LIN. FT.	$114.00	30	$3,420.00		30	$3,420.00
41	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$621.00	18	$11,178.00		17	$10,557.00
42	2503.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	$1,240.00	1	$1,240.00		2	$2,480.00
43	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	$39,400.00	1	$39,400.00		1	$39,400.00
44	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	$1,550.00	6	$9,300.00		6	$9,300.00
45	2504.602	ADJUST GATE VALVE & BOX	EACH	$570.00	15	$8,550.00		13	$7,410.00
46	2504.602	INSTALL HYDRANT WITH 6" GATE VALVE	EACH	$9,730.00	5	$48,650.00		5	$48,650.00
47	2504.602	INSTALL 6" GATE VALVE & BOX	EACH	$3,620.00	7	$25,340.00		9	$32,580.00
48	2504.602	1" CORPORATION STOP WITH 6" STAINLESS SADDLE	EACH	$51.80	43	$2,227.40		43	$2,227.40
49	2504.602	1" CURB STOP & BOX	EACH	$84.40	43	$3,629.20		43	$3,629.20
50	2504.603	1" TYPE K COPPER PIPE	LIN. FT.	$31.10	1,370	$42,607.00		1,660.41	$51,638.70
51	2504.603	6" WATERMAIN DUCTILE IRON CL 52 - ZINC COATED	LIN. FT.	$72.50	2,074	$150,365.00		2,102	$152,395.00
52	2504.604	EXPOSE & INSULATE WATER SERVICE	SQ. YD.	$77.70	140	$10,878.00		140	$10,878.00

NO.	ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT BID		PAYMENT		
					QUANTITY	COST	QUANTITY THIS PAYMENT	QUANTITY	COST
53	2504.608	DUCTILE IRON FITTINGS	POUND	$14.50	936	$13,572.00		992	$14,384.00
54	2506.502	CASTING ASSEMBLY	EACH	$951.00	19	$18,069.00		19	$18,069.00
55	2506.503	CONST DRAINAGE STRUCTURE DES 2'X3'	LIN. FT.	$2,170.00	8	$16,513.70		7.61	$16,513.70
56	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN. FT.	$575.00	62	$35,845.50		62.34	$35,845.50
57	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN. FT.	$782.00	20	$15,976.26		20.43	$15,976.26
58	2506.602	INSTALL SALVAGED CASTING	EACH	$762.00	46	$35,052.00		46	$35,052.00
59	2506.602	SAFL BAFFLE	EACH	$4,970.00	3	$14,910.00		3	$14,910.00
60	2506.602	FLEX SEAL ALLOWANCE	LUMP SUM	$40,800.00	1	$40,800.00			
61	2521.518	4" CONCRETE WALK	SQ. FT.	$7.85	420	$3,297.00	-407	33	$259.05
62	2521.618	CONCRETE WALK	SQ. FT.	$13.70	513	$7,028.10	465.75	995.75	$13,641.78
63	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN. FT.	$19.80	7,136	$141,292.80	65	6,970	$138,006.00
64	2531.504	6" CONCRETE DRIVEWAY PAVEMENT, HIGH EARLY	SQ. YD.	$67.20	1,310	$88,032.00	83.97	1,107.97	$74,455.58
65	2531.603	CONCRETE CURB & GUTTER (SPOT REPAIR)	LIN. FT.	$28.80	2,500	$72,000.00		2,837	$81,705.60
66	2531.618	TRUNCATED DOMES	SQ. FT.	$60.10	124	$7,452.40	7.2	143.2	$8,606.32
67	2540.602	INSTALL SALVAGED MAIL BOX & POST	EACH	$128.00	62	$7,936.00		63	$8,064.00
68	2540.602	INSTALL TEMPORARY MAIL BOX CLUSTER(S)	LUMP SUM	$5,360.00	1	$5,360.00		1	$5,360.00
69	2563.601	TRAFFIC CONTROL	LUMP SUM	$7,140.00	1	$7,140.00		1	$7,140.00
70	2564.602	INSTALL SALVAGED SIGN & POST	EACH	$306.00	12	$3,672.00		14	$4,284.00
71	2571.502	DECIDUOUS TREE 2" CAL B&B	EACH	$848.00	6	$5,088.00	3	3	$2,544.00
72	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$0.01	1	$0.01		1	$0.01
73	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	$2,630.00	1	$2,630.00		1	$2,630.00
74	2573.502	STORM DRAIN INLET PROTECTION	EACH	$141.00	32	$4,512.00		32	$4,512.00
75	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN. FT.	$3.65	500	$1,825.00		400	$1,460.00
76	2574.507	COMMON TOPSOIL BORROW	CU. YD.	$43.90	1,250	$54,875.00		868	$38,105.20
77	2575.504	SODDING TYPE LAWN	SQ. YD.	$8.60	7,500	$64,500.00		6,157	$52,950.20
78	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN. FT.	$5.10	200	$1,020.00		136	$693.60
79	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN. FT.	$10.20	100	$1,020.00		74	$754.80
80	2582.518	CROSSWALK PREF THERMO GR IN	SQ.FT.	$30.60	75	$2,295.00		102	$3,121.20
				CONSTRUCTION COST		**$2,529,179.11**			**$2,537,549.41**

				ORIGINAL CONTRACT	**$2,529,179.11**
Partial Payment 1	$911,258.14	**Change Order 1**	$8,370.30	**TOTAL WORK TO DATE**	**$2,537,549.41**
Partial Payment 2	$1,256,446.95			**Less Retainage 0%**	
Partial Payment 3	$293,298.27			**Sub-total**	**$2,537,549.41**
Partial Payment 4 Final Payment	$76,546.05			**Less Previous Payments**	**$2,461,003.36**
Total	$2,537,549.41			**PARTIAL PAYMENT 4 FINAL PAYMENT**	**$76,546.05**

Agenda Section:	Consent Agenda
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments and Setting Public Hearing Date for Assessment Hearing on City Project 25-1, 2025 Street Rehabilitation

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

Summary Statement:	The approval of City Project 25-1, 2025 Street Rehabilitation included the recommendation that costs associated with the street rehabilitation portion of the project be funded by general taxes and assessments against benefiting properties in the project area. Minnesota State Statute 429 requires a Public Hearing be held to adopt the proposed assessments. Staff is recommending the special assessment hearing be held at the regular City Council meeting on September 22, 2026. A complete assessment report outlining the final project costs, proposed assessment rate, and recommended funding will be distributed to Council in advance of the assessment hearing.

Recommendations:	To adopt the attached Resolution declaring costs to be assessed, ordering preparation of proposed assessments, and setting September 22, 2026 as the date for the 2026 Special Assessment Hearing on City Project 25-1, 2025 Street Rehabilitation.

Applicable Deadlines:	None

Community Impact:	Providing cost-effective infrastructure improvements.

Legislative History:	November 12, 2024 City Council authorized the Director of Community Assets and Development to enter a professional service agreement with American Engineering and Testing. November 12, 2024 City Council adopted a resolution ordering staff to prepare a Feasibility Study for City Project 25-1, 2025 Street Rehabilitation. February 11, 2025 City Council authorized the purchase of fire hydrants and gate valves for the proposed project. March 20, 2025 An informational meeting was held with residents to be affected by the project. April 8, 2025 City Council accepted the Feasibility Study and set the Public Improvement Hearing date for April 22, 2025. April 22, 2025 Public Improvement Hearing held and City Council ordered Public Improvement Project 25-1, 2025 Street Rehabilitation. May 13, 2025 City Council approved project plans and specifications and authorized advertisement for bids. June 17, 2025 Bids opened by staff. June 24, 2025 City Council accepted all bids and awarded a contract to Park Construction Company.

Strategic Priority:	**City Assets**

Fiscal Impact:

Financial Consideration?	**Yes**
Revenue/Expenditure Amount:	$393,414.55
Financing Source:	**Other**
Notes:	

Attachments:

1.	Resolution Declaring Costs to be Assessed, Ordering

		Assessments, and Setting Public Hearing 25-1

Resolution No. 2026-

State of Minnesota
County of Ramsey
City of New Brighton

RESOLUTION DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENTS, AND SETTING DATE FOR ASSESSMENT HEARING ON CITY PROJECT 25-1, 2025 STREET REHABILITATION.

WHEREAS, Public Improvement Project 25-1, 2025 Street Rehabilitation, was ordered by the City Council of the City of New Brighton at a Public Improvement Hearing, noticed, and held as required by law;

WHEREAS, the total final project costs is $2,872,692.27.

WHEREAS, said improvement project is now completed so that the cost thereof can be special assessed.

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

1. The cost of such improvement to be specially assessed is hereby declared to be $393,414.55.

2. The City Clerk, with the assistance of the Director of Community Assets and Development (City Engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, place, or parcel of land within the district affected, without regard to cash valuation, as provided by law and shall file a copy of such proposed assessments in his office for public inspection.

3. The Clerk shall, upon completion of such proposed assessment, notify the Council thereof.

4. That a public hearing on the proposed assessment be set for September 22, 2026, at 6:30 p.m. in the City of New Brighton City Council Chambers at 803 Old Highway 8 NW, New Brighton, Minnesota.

5. The mailed notices of this hearing are sent to each benefited property owner as required by law.

Adopted this 25th 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

Agenda Section:	**Consent Agenda**
Meeting Date:	**August 25, 2026**

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Consider Application for Gasoline Filling Station License for Beaudry Oil & Propane

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

Summary Statement:	• Beaudry Oil & Propane has applied for a gasoline station pump license for their location at 383 Old Hwy 8 NW, New Brighton MN 55112 • They have 4 gasoline pumps (not 24-hour) • Beaudry Oil & Propane has also submitted all required application materials showing the number and capacity of storage tanks, property owner information, alarm company information, and insurance company information • The business owner is aware that this license is contingent on an annual fire inspection, the first of which is in the process of being scheduled

Recommendations:	Approve Beaudry Oil & Propane's Gasoline Filling Station License with the active period of June 1, 2026 through May 1, 2027

Applicable	None

Deadlines:	

Community Impact:	Allowing the local business to obtain this license will expand gasoline fueling options in New Brighton, providing an additional option for residents, businesses, and visitors.

Legislative History:	This would be the City's 9th active Gas Pump License location if approved. City Code Chapter 10, Article VII regulates Gasoline Filling Station Licenses.

Strategic Priority:	NA

Fiscal Impact:

Financial Consideration?	**No**
Revenue/Expenditure Amount:	$
Financing Source:	**N/A**
Notes:	

Attachments:	

Agenda Section:	Council Business
Meeting Date:	August 25, 2026

REQUEST FOR COUNCIL CONSIDERATION – EXECUTIVE SUMMARY

ITEM DESCRIPTION: Ordinance 934: Wireless Telecommunication Tower, Antenna, and Support Structure Regulations

Action Requested: Motion

Form of Action: Ordinance

Votes Needed: 3 Votes

Summary Statement:	In February of 2026, it came to the City's attention that wireless communication companies were considering a plan to place a new cell tower very near a single-family neighborhood on land currently controlled by the local school district. It was immediately clear to staff that the proximity and aesthetics of such a tower would undoubtedly be problematic for our residents, but current zoning codes did not appear to have any guardrails for this type of proposal. The matter was brought to the attention of the City Council for discussion, and it was determined that a moratorium was needed to give the City time to study the issue and adjust local regulations as may be needed. That review is now complete, and Ordinance 934 contains the fixes proposed by the Planning Commission and staff.

Recommendations:	**Approvla of Ordinance 934**

Applicable Deadlines:	The current moratorium on new Cell Towers extends into 2027, so there is plenty of time to address this issue.

Community	The new regulations being crafted will ensure new cellular installations are

Impact:	appropriately located and cited in relation to residential development throughout the city.

Legislative History:	February 10, 2026: Council adopts a one-year moratorium on the citing of new cellular towers and equipment to provide time to study and update local regulations. August 18, 2026: The Planning Commission reviews a draft of Ord 934 and recommends approval.

Strategic Priority:	**N/A**

Fiscal Impact:

Financial Consideration?	**No**
Revenue/Expenditure Amount:	$
Financing Source:	**N/A**
Notes:	

Attachments:

1.	Staff Report
2.	Ord 934: Color coded with line numbers for review
3.	ORD 934: Clean Copy for Adoption

STAFF Memorandum

Ordinance 934: An Ordinance to Amend the City of New Brighton Zoning Ordinance by Updating Wireless Telecommunication Tower, Antenna, and Support Structure Regulations

To: **City Council**

From: Ben Gozola, *Assistant Director DCAD*

Meeting Date: **8-25-26**

INTRODUCTION

In February of 2026, it came to the City's attention that wireless communication companies were considering a plan to place a new cell tower very near a single-family neighborhood on land currently controlled by the local school district. It was immediately clear to staff that the proximity and aesthetics of such a tower would undoubtedly be problematic for our residents, but current zoning codes did not appear to have any guardrails for this type of proposal. The matter was brought to the attention of the City Council for discussion, and it was determined that a moratorium was needed to give the City time to study the issue and adjust local regulations as may be needed. That review is now complete, and staff is proposing a number of updates to the City's wireless telecommunication regulations.

ORDINANCE REVIEW

Ordinance Section 1 repeals existing zoning section 5.3(D)(32) in its entirety and replaces it with the new contained in this ordinance

- **Lines 13 – 46: Purpose and Applicability.** These opening lines indicate the regulations are created to protect the health, safety and welfare of the public; to encourage co-location of facilities to minimize the number of towers in the community; to set minimum standards for these installations; and to uphold laws relating to wireless telecommunications infrastructure.

  Applicability lines help to differentiate these standards from other standards in City Code dealing with mandatory allowances for small cellular installations within the ROW, and clarifies that routine maintenance of already approved facilities is not subject to additional land use reviews other than necessary administrative permits.

- **Lines 47 – 60: Required Review and Approval Process.** Table 5-1, Uses, is not being updated as part of this ordinance, so wireless telecommunications towers will continue to be conditionally permitted throughout the City. This section reiterates that standard but does establish a narrow exception: *"building-mounted or* *structure-mounted antenna that does not exceed the structure height by more than 10 feet, and that is screened or architecturally integrated with the building or structure."*

By making building mounted or structure mounted installations administratively permitted, the city creates a significant incentive for service providers to focus their efforts on locations like the City's water towers as opposed to constructing new towers. Such installations would still need to acquire all necessary permits (building permit, electrical permit, etc), and if on city property, would still need approval from the City's structural engineer and Council approval of a valid lease.

- **Lines 61 – 77: Location and Design Priorities.** This new section of code establishes a hierarchy of desired locations for wireless telecommunications towers. Moving forward, an applicant proposing a new installation would need to demonstrate that locations on higher on this list were not feasible before the City will consider their proposal for an installation option lower on the list.

  A new freestanding tower will only be allowed when *"the applicant demonstrates that higher-priority alternatives are not technically feasible, available on reasonable terms, or sufficient to meet the applicant's documented service objective."*

- **Lines 78 – 180: General development standards.** This new section encapsulates the design standards for wireless telecommunications towers moving forward covering things like height, setbacks, appearance, safety, and the need for new towers to be designed to allow for co-location of equipment on a single tower. Highlights include:

  - Lines 80 – 88: Each tower must be designed for a minimum of three installations unless the applicant can show the proposed site makes it technically infeasible to do so (unlikely).
  - Lines 89 – 106: Unlike the current ordinance that allows any height provided there's enough distance to the nearest property line, this ordinance will limit tower height to 100 feet by right, and up to 150 feet if approved via conditional use permit.
  - Lines 108 – 109: We've now created a 250' setback for "new freestanding towers" from all residentially zoned lands to provide ample separation between new towers and homes. Because this only applies to new wireless telecommunications towers, the setback does not apply to water towers and the co-location opportunities they provide.
  - Lines 110 – 128: Here we reorganize existing setback regulations into three categories. These largely mimic existing allowances.

    1. Standard setbacks: height cannot exceed distance to the nearest lot line.
    2. Engineered setbacks: the standard setback less 33% provided the tower is certified by an engineer to fall entirely on the property in the event of failure.

3. Interstate Highway Setbacks: Much like the Engineered setback, but the emphasis is on ensuring a failure does not impact traffic on the highways.

- Lines 129 – 141: expands engineering standards to protect any legal nonconforming home that may be on the subject property, and any overhead power lines serving more than one home or business. We also establish that equipment enclosures must meet underlying zoning district setbacks, and that distance between towers can be grounds for denial to prevent clustering of towers where doing so is deemed inappropriate.

- Lines 142 - 170: These sections address how towers need to appear, and how the overall tower site must be designed. Guyed towers would now be prohibited (they're currently allowed), ground equipment could be in a shelter or surrounded by an opaque buffer, emergency generator standards are established, and driveways, parking areas, and storage are limited to what is necessary for the facility.

- Lines 171 - 180: These provisions outline minimum safety requirements for towers: engineered design, appropriate security measures, and adherence to all applicable codes (building, electrical, fire, etc).

- **Lines 181 – 193: Dish Specific Standards.** This section moves existing language on dish antennas from the current ordinance into this new framework. No changes.

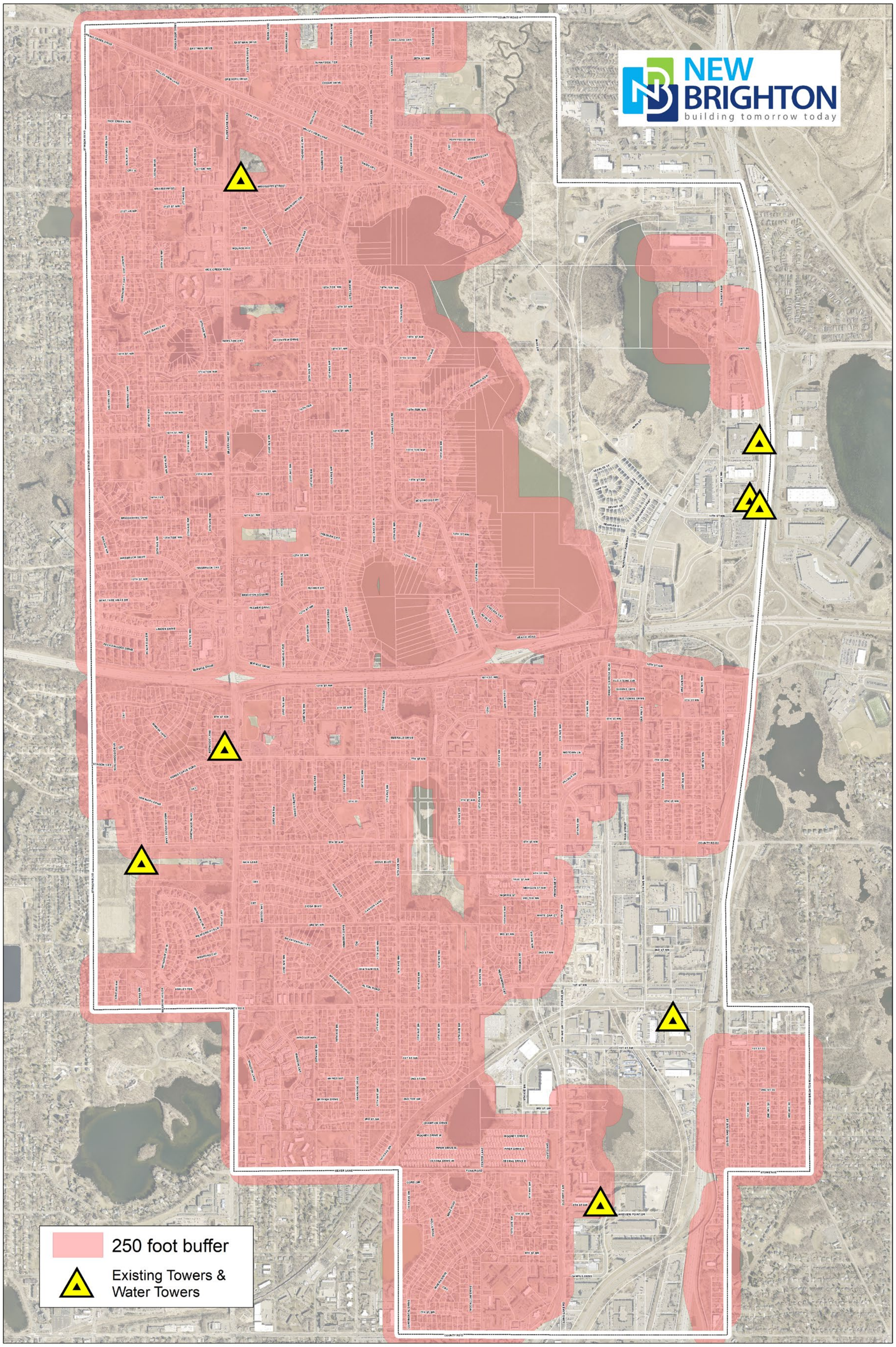
- **Lines 194 – 232: Application Requirements and Review.** This section outlines the materials that need to be submitted any time a new wireless telecommunication tower is proposed, and establishes the specific review criteria the City will use to judge these applications.

- **Lines 233 – 268: Modifications, operation, and removal.** This section sets up standards for modification of previously approved installations, standards for maintenance & inspection, and finally establishes rules around the discontinuance and removal of towers once they've outlived their useful life (i.e. towers should not be the City's problem once a service provider departs).

Ordinance Section 2 updates definitions to remove unnecessary entries, amend existing entries, and add definitions as needed.

QUESTION AND ANSWERS

- ***How will the 250' buffer around residential zoning districts impact tower locations?***
  - The figure on the following page shows the extent of the 250' throughout the community, and where eligible pockets of land will exist. Note that placement of facilities on structures, like water towers, is not impacted by this new setback standard. Only the placement of NEW freestanding towers is affected.


NEW BRIGHTON
building tomorrow today
250 foot buffer
Existing Towers & Water Towers

- ***Is this a wholesale change, or does the build on existing regulations?***

  While the ordinance is longer and covers more issues, the new language largely builds off of the existing regulations in effect. Within the color coded draft with line numbers, existing language or concepts are identified in **GREEN**, and all new language is shown in **BLACK**.

  The following is a cross-reference between the existing code and the proposed changes:

Existing Section	*New Location*	*Lines*
5.3(D)(32)(a)	Table 5-1 & 2.4(D)	na
5.3(D)(32)(a)(i)	2.4(D)	na
5.3(D)(32)(a)(ii)	2.4(D)	na
5.3(D)(32)(a)(iii)	5.3(D)(32)(d)(ii)	89 - 136
5.3(D)(32)(a)(iv)	5.3(D)(32)(d)(iii)(2)(c)	118 - 128
5.3(D)(32)(b)	5.3(D)(32)(d)(v)(3)	178 - 180
5.3(D)(32)(b)(i)	5.3(D)(32)(d)(ii)(2)	93 - 100
5.3(D)(32)(b)(ii)	Guyed towers now prohibited [5.3(D)(32)(d)(iv)(1)]	143 - 145
5.3(D)(32)(b)(iii)	5.3(D)(32)(d)(v)(2)	175 - 177
5.3(D)(32)(b)(iv)	5.3(D)(32)(f)(i)(6)	210 - 211
5.3(D)(32)(b)(v)	5.3(D)(32)(d)(iii)(4)	133 - 136
5.3(D)(32)(b)(vi)	Multiple towers now allowed if appropriate	na
5.3(D)(32)(b)(vii)	2.4(D) & 5.3(D)(32)(f)(i)(8)	213 - 214
5.3(D)(32)(b)(viii)	5.3(D)(32)(b)(ii)(1)	55 - 56
5.3(D)(32)(b)(ix)	5.3(D)(32)(f)(i)(10)	216 - 217
5.3(D)(32)(c)	5.3(D)(32)(e)	181 - 193

RECOMMENDATION

The Planning Commission reviewed the proposed changes at their meeting on 8-18-26, and agreed the proposed changes would be positive for the city, and would eliminate concerns about future tower locations. **They unanimously recommended approval of Ordinance 934, and staff concurs with their recommendation.**

ATTACHMENTS:

1. *Ordinance 934 (color coded version with line numbering for review)*
2. *Ordinance 934 clean copy (for approval)*
3. *Summary publication resolution for Ordinance 934*

GREEN language identified existing language or concepts integrated into this ordinance.

BLACK language is

ORDINANCE NO. 934

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

AN ORDINANCE TO AMEND THE CITY OF NEW BRIGHTON ZONING ORDINANCE BY UPDATING WIRELESS TELECOMMUNICATION TOWER, ANTENNA, AND SUPPORT STRUCTURE REGULATIONS

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. The City Council of the City of New Brighton hereby repeals Section 5.3(D)(32) of the New Brighton Zoning Code, and replaces it with the following:

(32) Telecommunication Towers and Antennas

(a) Purpose and Applicability

(i) Purpose

The purpose of this article is to:

1. Accommodate reliable wireless service while protecting public health, safety, and general welfare;
2. Encourage co-location and the use of existing support structures and buildings, thereby minimizing the number, visual effect, and land area of new wireless support structures;
3. Establish predictable and technically feasible land-use standards for the location, design, construction, operation, modification, and removal of wireless telecommunications facilities;
4. Protect residential neighborhoods, parks, public streets, historic resources, and community character; and
5. Implement this article in a manner consistent with applicable federal and state law.

(ii) Applicability

1. This article applies to all new wireless telecommunications facilities and all material modifications of such facilities located outside the public right-of-way.

2. A small wireless facility, wireless support structure, or related work located in the public right-of-way is governed by City Code Chapter 30, the City's adopted right-of-way standards, and any required co-location agreement. If a conflict exists, Chapter 30 controls for a facility in the public right-of-way.
3. Wireless facilities on City-owned property outside the public right-of-way requires land use approval under this article and any separate lease, license, or agreement approved by the City. Land-use approval does not grant property rights or obligate the City to enter into a required lease or agreement.
4. Routine maintenance, repair, or replacement with substantially identical equipment that does not change the facility's approved dimensions, exterior appearance, or compliance with a condition of approval or an existing lease is exempt from additional land-use approval, but remains subject to required building, electrical, and other permits as required for new installations.
5. An eligible facilities request shall be reviewed under applicable federal law and regulations. This article shall not be applied to prohibit approval of an eligible request that federal law requires the City to approve.

(b) Required Review and Approval Process

(i) As indicated in Table 5-1, new wireless telecommunication towers and antennas shall be authorized by Conditional Use Permit with the following exceptions:

1. A building-mounted or structure-mounted antenna that does not exceed the structure height by more than 10 feet, and that is screened or architecturally integrated with the building or structure.
2. Co-location of facilities on an existing lawful tower or existing support structure.

(ii) The above cases may be administratively approved following:

1. Approval of all necessary permits (e.g. building permit, electrical permit, etc) to authorize installations conforming to the standards outlined in Section 5.3(D)(32).
2. If co-location is occurring on a city facility:
   a. Approval of plans and adherence to any conditions established by the City's structural engineer; and
   b. Council approval of a valid lease with the property owner.

(c) Location and design priorities

(i) The following establishes the order of preferred locations for new wireless telecommunication facilities within the City of New Brighton. As part of any required review, applicants must be able to demonstrate that higher priority locations were not feasible for use before a lower priority location will be considered for approval.

1. Co-location on an existing lawful tower, building, water tower, utility structure, or other support structure.
2. Concealed or architecturally integrated facility on an existing structure.
3. New concealed facility on a nonresidential or public/institutional site.
4. New monopole on a nonresidential, public/institutional, park/open-space, or industrial site.

(ii) A new freestanding tower is permitted only when the applicant demonstrates that higher-priority alternatives are not technically feasible, available on reasonable terms, or sufficient to meet the applicant's documented service objective.

(iii) The City shall not require an applicant to demonstrate a service gap as the sole basis for approval or denial.

(d) General development standards

(i) Co-location and future capacity

1. New towers shall be designed to accommodate at least two additional wireless service providers, unless the applicant submits a structural analysis establishing that additional capacity is technically infeasible due to conditions specific to the proposed tower site.
2. Applicants proposing a new tower shall make commercially reasonable, good-faith efforts, to accommodate co-location by other providers, subject to structural capacity, safety, and reasonable compensation.
3. A denial of a co-location request must be supported by substantial evidence of structural, technical, safety, or other objectively reasonable grounds.

(ii) Height

1. Building-mounted antennas may extend no more than 10 feet above the roofline or parapet unless approved by CUP. Antennas shall be set back from the roof edge at least the antenna's height above the roofline, where feasible.
2. A freestanding tower may not exceed 100 feet in height, except that the City Council may approve up to 150 feet by CUP upon finding that:
    a. The additional requested height is necessary to reduce the number of facilities within the city or to facilitate co-location;
    b. The additional height is deemed to be compatible with surrounding development; and
    c. The freestanding tower will meet setback requirement standards outlined in Section 5.3(D)(32)(d)(iii).

3. The height of a freestanding tower is measured from the finished grade at its base to the highest point of the support structure. For any proposed lighting rod atop the structure, the applicant shall submit certification from a qualified engineer or licensed lightning-protection contractor, that the proposed facility's lightning-protection and grounding system is appropriately designed for the facility's antennas, support structure, associated equipment, and site conditions.

(iii) Setbacks and separation

1. A new freestanding tower shall be set back from the boundaries of RS-1, RS-2, RM-1, RM-2, RM-3, MUN, and MUR zoning districts by at least 250'.
2. Freestanding towers shall adhere to one of the following setback standards from surrounding property lines:
   a. Standard setback: a setback equal to or greater than the height of the tower from all lot lines; or
   b. Engineered setback: a setback up to 33% less than the otherwise required standard setback provided the applicant supplies a licensed professional engineer's certification that the tower is designed to remain entirely on the subject property in the event of a collapse or failure of the structure.
   c. Special Interstate Highway setbacks: Telecommunications towers proposed on properties that abut an Interstate may employ the following standards provided all can be met:
      i. A minimum 10-foot setback must be maintained from the property line abutting the Interstate right-of-way.
      ii. The freestanding tower must be located in a side or rear yard.
      iii. A licensed professional engineer must certify that the tower is designed to remain entirely on the subject property in the event of a collapse or failure of the structure away from the highway, and must fall at a distance not to impede traffic on the Interstate in the event of a collapse or failure towards the highway.
3. A new freestanding tower shall be set back from any dwelling on the same site by at least the height of the tower, unless the tower is engineered to collapse within a smaller fall zone and the Department of Community Assets and Development accepts the analysis.
4. A new freestanding tower shall be set back from any overhead power line serving more than one dwelling or place of business at least the height of the tower, unless the tower is engineered to collapse within a smaller fall zone and the Department of Community Assets and Development accepts the analysis.
5. Equipment enclosures for service providers shall meet the required accessory-structure setbacks of the underlying zoning district.

6. The separation distance between new freestanding towers may be considered as a CUP factor to avoid unnecessary concentration, but no minimum standard shall be used to prohibit a facility otherwise required by applicable law.

(iv) Appearance and site design

1. A new freestanding tower shall be a monopole unless the applicant demonstrates that another design is necessary for structural, technical, or concealment reasons. Guyed towers are prohibited.
2. Antennas, mounts, cables, and equipment shall be of a color and finish that minimizes visual contrast. Exposed cables shall be routed internally where feasible or otherwise neatly bundled and concealed.
3. Ground equipment shall treated in one of two ways:
   a. Be enclosed in a structure. If the site is directly adjacent to residential property, the ground equipment structure shall be screened by a Type B buffer as depicted in Table 4-1.
   b. Be surrounded by a Type D buffer as depicted in Table 4-1.
   c. Structures and screening as required above shall be maintained in good condition. Landscaping must be compatible with safe facility access and underground utilities.
4. No commercial message, signs, flags, streamers, or advertising are allowed, except required safety and ownership identification signs not exceeding two square feet.
5. Lighting is prohibited except as required by the FAA, FCC, another governmental authority, or reasonably necessary for safety. Required lighting shall use the least visually intrusive alternative permitted by the regulating authority.
6. Facilities shall not produce noise, vibration, glare, or other impacts exceeding standards applicable to other uses in the zoning district.
7. Emergency generators, if installed, may be used at any time during an emergency, and may be tested during the work week (Monday through Friday) during midday hours (10:00 a.m. through 2:00 p.m.). Testing shall not occur more frequently than recommended by the manufacturer.
8. Access drives, parking, and outdoor storage if approved by CUP, shall be limited to what is necessary for the facility.

(v) Safety and construction

1. The applicant shall submit a structural analysis stamped by a Minnesota-licensed professional engineer for a new tower, a material modification, or a co-location where structural loading is relevant.

2. Towers and ground equipment shall be secured against unauthorized access by anti-climb fencing at least six feet high, except where equivalent security is provided by a building or concealed design.

3. All facilities shall comply with applicable building, electrical, fire, FAA, FCC, and other laws. Nothing in this article authorizes construction before issuance of required building and other permits.

(e) Dish specific standards

No exterior dish antenna having a diameter in excess of thirty inches shall be allowed in an RS-l, RS-2, or RM-1 district unless it complies with the requirements of this subsection.

(i) Dish antennas shall not be located on the roof of any structure.

(ii) Ground mounted dish antennas shall only be located in a rear yard and shall not be located within five feet of any side lot line and five feet of any rear lot line.

(iii) Ground mounted dish antennas shall not be located within 10 feet of any principal structure.

(iv) Ground mounted dish antennas shall be located at least 25 feet from any adjacent residential structure.

(v) Ground mounted dish antennas shall be screened from adjacent residential properties. Screening techniques shall be such that screening is effective throughout all seasons of the year.

(f) Application requirements and review

(i) Required submittals

In addition to materials typically required for a Conditional Use Permit application as outlined in Section 2.4(D), the following information shall also be submitted before an application is considered complete:

1. Construction drawings showing the proposed method of installation, and structural engineering analysis.

2. For new tower applications: photo simulations of representative public viewpoints from adjoining residential properties.

3. The required narrative shall include a description of the technology being installed, height, capacity, service objective, and demonstrate compliance with this article;

4. Documentation of the location-priority analysis required by Section 5.3(D)(32)(c), for a new freestanding tower;

5. A signed statement that the facility will comply with FCC radio-frequency emissions standards, as applicable;

6. Documentation that the applicant possesses any required license by any federal, state, or local agency to operate the proposed facility;
7. A structural analysis where required by 5.3(D)(32)(d)(v);
8. A landscape and screening plan for ground equipment and the proposed maintenance program;
9. A preliminary decommissioning/removal plan;
10. A signed agreement that the owner of the structure assumes complete liability in the case of personal or property damage; and
11. Any other information reasonably necessary to determine compliance with objective zoning, safety, or building-code requirements.

(ii) Additional Review Criteria

In addition to the standard CUP review criteria outlined in Section 2.4(D)(4), the following additional review criteria shall apply:

1. The proposal complies with this article and applicable zoning, building, and technical standards;
2. The proposal uses the least visually intrusive, reasonably feasible design and location, consistent with the applicant's service objective;
3. The facility will not create an undue hazard to public safety or materially impair the use of nearby property;
4. The site is suitable for access, utility service, maintenance, screening, and emergency response; and
5. The proposal is consistent with the comprehensive plan and the purpose of this article.

(g) Modifications, operation, and removal

(i) Modifications

1. A modification that does not qualify as routine maintenance as determined by the Department of Community Assets and Development must be authorized via a CUP amendment.
2. As part of any modification, the City shall have the authority to require proof that the addition, change, or modification is in conformity with all applicable codes and regulations.
3. The City shall review eligible facility requests under applicable federal law and the FCC's substantial-change standards. To the extent federal law requires approval, the City shall approve the request subject to lawful, generally applicable conditions.

(ii) Maintenance and inspection

1. The operator shall maintain the facility, screening, landscaping, fencing, and access in both a safe and functional condition.

2. After reasonable notice, City personnel may inspect a wireless telecommunication facility to confirm compliance with approvals and applicable codes. Emergency inspections may occur without prior notice when reasonably necessary to protect public safety.

(iii) Discontinuance and removal

1. A wireless telecommunication facility that ceases operation for 12 consecutive months shall be deemed abandoned unless the operator provides written evidence of active efforts and a definitive schedule for restoration of service.

2. Within 90 days after abandonment, the owner or operator shall remove the antennas, support structure, equipment, foundations to at least three feet below grade, any access improvements that are no longer needed, and related appurtenances; restore the site; and remove any leasehold or license interest, unless the Department of Community Assets and Development approves an extension for good cause.

3. As a condition of approval for a new freestanding tower, the City may require financial security in a form and amount reasonably related to the estimated cost of removal and restoration. The amount shall be reviewed at least every five years and may be adjusted to reflect actual anticipated costs. Failure to adjust the financial security as required shall be ample grounds for CUP revocation.

4. If the owner or operator does not timely remove an abandoned facility, the City may pursue remedies available by law after notice and opportunity to cure.

SECTION 2. The City Council of the City of New Brighton hereby amends Section 8.4, Definitions, as follows:

All existing definitions are restated and incorporated herein unchanged with the following exceptions:

The following definitions are to be amended as shown:

ANTENNA, WIRELESS TELECOMMUNICATIONS ~~SERVICE~~ FACILITY. Shall mean any equipment necessary to provide or support all types of wireless electronic communications, including, but not necessarily limited to, wireless “cellular” telephone, radio, and internet transmission and reception communications between mobile communications providers and users, including public safety communications.

The following definitions are to be added in alphabetical order amongst existing definitions:

CO-LOCATION. The mounting, installation, maintenance, modification, operation, or replacement of transmission equipment on, in, or adjacent to an existing tower, base station, building, utility structure, or other support structure.

SMALL WIRELESS FACILITY. Has the meaning assigned by Minnesota Statutes section 237.162, as amended.

WIRELESS SUPPORT STRUCTURE. A tower, monopole, alternative tower structure, building, water tower, utility structure, or other structure capable of supporting antenna equipment.

SECTION 3. Effective Date

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

ADOPTED this 25th day of August 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

____
Kari Niedfeldt-Thomas, Mayor

____
Devin Massopust, City Manager

ATTEST:

____
Terri Spangrud, City Clerk

ORDINANCE NO. 934

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

AN ORDINANCE TO AMEND THE CITY OF NEW BRIGHTON ZONING ORDINANCE BY UPDATING WIRELESS TELECOMMUNICATION TOWER, ANTENNA, AND SUPPORT STRUCTURE REGULATIONS

THE CITY OF NEW BRIGHTON ORDAINS:

SECTION 1. The City Council of the City of New Brighton hereby repeals Section 5.3(D)(32) of the New Brighton Zoning Code, and replaces it with the following:

(32) Telecommunication Towers and Antennas

(a) Purpose and Applicability

(i) Purpose

The purpose of this article is to:

1. Accommodate reliable wireless service while protecting public health, safety, and general welfare;
2. Encourage co-location and the use of existing support structures and buildings, thereby minimizing the number, visual effect, and land area of new wireless support structures;
3. Establish predictable and technically feasible land-use standards for the location, design, construction, operation, modification, and removal of wireless telecommunications facilities;
4. Protect residential neighborhoods, parks, public streets, historic resources, and community character; and
5. Implement this article in a manner consistent with applicable federal and state law.

(ii) Applicability

1. This article applies to all new wireless telecommunications facilities and all material modifications of such facilities located outside the public right-of-way.

2. A small wireless facility, wireless support structure, or related work located in the public right-of-way is governed by City Code Chapter 30, the City's adopted right-of-way standards, and any required co-location agreement. If a conflict exists, Chapter 30 controls for a facility in the public right-of-way.
3. Wireless facilities on City-owned property outside the public right-of-way requires land use approval under this article and any separate lease, license, or agreement approved by the City. Land-use approval does not grant property rights or obligate the City to enter into a required lease or agreement.
4. Routine maintenance, repair, or replacement with substantially identical equipment that does not change the facility's approved dimensions, exterior appearance, or compliance with a condition of approval or an existing lease is exempt from additional land-use approval, but remains subject to required building, electrical, and other permits as required for new installations.
5. An eligible facilities request shall be reviewed under applicable federal law and regulations. This article shall not be applied to prohibit approval of an eligible request that federal law requires the City to approve.

(b) Required Review and Approval Process

(i) As indicated in Table 5-1, new wireless telecommunication towers and antennas shall be authorized by Conditional Use Permit with the following exceptions:

1. A building-mounted or structure-mounted antenna that does not exceed the structure height by more than 10 feet, and that is screened or architecturally integrated with the building or structure.
2. Co-location of facilities on an existing lawful tower or existing support structure.

(ii) The above cases may be administratively approved following:

1. Approval of all necessary permits (e.g. building permit, electrical permit, etc) to authorize installations conforming to the standards outlined in Section 5.3(D)(32).
2. If co-location is occurring on a city facility:
    a. Approval of plans and adherence to any conditions established by the City's structural engineer; and
    b. Council approval of a valid lease with the property owner.

(c) Location and design priorities

(i) The following establishes the order of preferred locations for new wireless telecommunication facilities within the City of New Brighton. As part of any required review, applicants must be able to demonstrate that higher priority locations were not feasible for use before a lower priority location will be considered for approval.

1. Co-location on an existing lawful tower, building, water tower, utility structure, or other support structure.
2. Concealed or architecturally integrated facility on an existing structure.
3. New concealed facility on a nonresidential or public/institutional site.
4. New monopole on a nonresidential, public/institutional, park/open-space, or industrial site.

(ii) A new freestanding tower is permitted only when the applicant demonstrates that higher-priority alternatives are not technically feasible, available on reasonable terms, or sufficient to meet the applicant's documented service objective.

(iii) The City shall not require an applicant to demonstrate a service gap as the sole basis for approval or denial.

(d) General development standards

(i) Co-location and future capacity

1. New towers shall be designed to accommodate at least two additional wireless service providers, unless the applicant submits a structural analysis establishing that additional capacity is technically infeasible due to conditions specific to the proposed tower site.
2. Applicants proposing a new tower shall make commercially reasonable, good-faith efforts, to accommodate co-location by other providers, subject to structural capacity, safety, and reasonable compensation.
3. A denial of a co-location request must be supported by substantial evidence of structural, technical, safety, or other objectively reasonable grounds.

(ii) Height

1. Building-mounted antennas may extend no more than 10 feet above the roofline or parapet unless approved by CUP. Antennas shall be set back from the roof edge at least the antenna's height above the roofline, where feasible.
2. A freestanding tower may not exceed 100 feet in height, except that the City Council may approve up to 150 feet by CUP upon finding that:
   a. The additional requested height is necessary to reduce the number of facilities within the city or to facilitate co-location;
   b. The additional height is deemed to be compatible with surrounding development; and
   c. The freestanding tower will meet setback requirement standards outlined in Section 5.3(D)(32)(d)(iii).

3. The height of a freestanding tower is measured from the finished grade at its base to the highest point of the support structure. For any proposed lighting rod atop the structure, the applicant shall submit certification from a qualified engineer or licensed lightning-protection contractor, that the proposed facility's lightning-protection and grounding system is appropriately designed for the facility's antennas, support structure, associated equipment, and site conditions.

(iii) Setbacks and separation

1. A new freestanding tower shall be set back from the boundaries of RS-1, RS-2, RM-1, RM-2, RM-3, MUN, and MUR zoning districts by at least 250'.
2. Freestanding towers shall adhere to one of the following setback standards from surrounding property lines:
    a. Standard setback: a setback equal to or greater than the height of the tower from all lot lines; or
    b. Engineered setback: a setback up to 33% less than the otherwise required standard setback provided the applicant supplies a licensed professional engineer's certification that the tower is designed to remain entirely on the subject property in the event of a collapse or failure of the structure.
    c. Special Interstate Highway setbacks: Telecommunications towers proposed on properties that abut an Interstate may employ the following standards provided all can be met:
        i. A minimum 10-foot setback must be maintained from the property line abutting the Interstate right-of-way.
        ii. The freestanding tower must be located in a side or rear yard.
        iii. A licensed professional engineer must certify that the tower is designed to remain entirely on the subject property in the event of a collapse or failure of the structure away from the highway, and must fall at a distance not to impede traffic on the Interstate in the event of a collapse or failure towards the highway.
3. A new freestanding tower shall be set back from any dwelling on the same site by at least the height of the tower, unless the tower is engineered to collapse within a smaller fall zone and the Department of Community Assets and Development accepts the analysis.
4. A new freestanding tower shall be set back from any overhead power line serving more than one dwelling or place of business at least the height of the tower, unless the tower is engineered to collapse within a smaller fall zone and the Department of Community Assets and Development accepts the analysis.
5. Equipment enclosures for service providers shall meet the required accessory-structure setbacks of the underlying zoning district.

6. The separation distance between new freestanding towers may be considered as a CUP factor to avoid unnecessary concentration, but no minimum standard shall be used to prohibit a facility otherwise required by applicable law.

(iv) Appearance and site design

1. A new freestanding tower shall be a monopole unless the applicant demonstrates that another design is necessary for structural, technical, or concealment reasons. Guyed towers are prohibited.
2. Antennas, mounts, cables, and equipment shall be of a color and finish that minimizes visual contrast. Exposed cables shall be routed internally where feasible or otherwise neatly bundled and concealed.
3. Ground equipment shall treated in one of two ways:
   a. Be enclosed in a structure. If the site is directly adjacent to residential property, the ground equipment structure shall be screened by a Type B buffer as depicted in Table 4-1.
   b. Be surrounded by a Type D buffer as depicted in Table 4-1.
   c. Structures and screening as required above shall be maintained in good condition. Landscaping must be compatible with safe facility access and underground utilities.
4. No commercial message, signs, flags, streamers, or advertising are allowed, except required safety and ownership identification signs not exceeding two square feet.
5. Lighting is prohibited except as required by the FAA, FCC, another governmental authority, or reasonably necessary for safety. Required lighting shall use the least visually intrusive alternative permitted by the regulating authority.
6. Facilities shall not produce noise, vibration, glare, or other impacts exceeding standards applicable to other uses in the zoning district.
7. Emergency generators, if installed, may be used at any time during an emergency, and may be tested during the work week (Monday through Friday) during midday hours (10:00 a.m. through 2:00 p.m.). Testing shall not occur more frequently than recommended by the manufacturer.
8. Access drives, parking, and outdoor storage if approved by CUP, shall be limited to what is necessary for the facility.

(v) Safety and construction

1. The applicant shall submit a structural analysis stamped by a Minnesota-licensed professional engineer for a new tower, a material modification, or a co-location where structural loading is relevant.

2. Towers and ground equipment shall be secured against unauthorized access by anti-climb fencing at least six feet high, except where equivalent security is provided by a building or concealed design.
3. All facilities shall comply with applicable building, electrical, fire, FAA, FCC, and other laws. Nothing in this article authorizes construction before issuance of required building and other permits.

(e) Dish specific standards

No exterior dish antenna having a diameter in excess of thirty inches shall be allowed in an RS-l, RS-2, or RM-1 district unless it complies with the requirements of this subsection.

(i) Dish antennas shall not be located on the roof of any structure.

(ii) Ground mounted dish antennas shall only be located in a rear yard and shall not be located within five feet of any side lot line and five feet of any rear lot line.

(iii) Ground mounted dish antennas shall not be located within 10 feet of any principal structure.

(iv) Ground mounted dish antennas shall be located at least 25 feet from any adjacent residential structure.

(v) Ground mounted dish antennas shall be screened from adjacent residential properties. Screening techniques shall be such that screening is effective throughout all seasons of the year.

(f) Application requirements and review

(i) Required submittals

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ADOPTED this 25th day of August 2026, by the New Brighton City Council with a vote of ___ ayes and ___ nays.

____
Kari Niedfeldt-Thomas, Mayor

____
Devin Massopust, City Manager

ATTEST:

____
Terri Spangrud, City Clerk

RESOLUTION _____
CITY COUNCIL
CITY OF NEW BRIGHTON

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE NO. 934 BY TITLE AND SUMMARY

WHEREAS, the city council of the City of New Brighton has adopted Ordinance No. 934 an ordinance to update wireless telecommunication tower and antenna regulations; and

WHEREAS, the ordinance is lengthy; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Brighton, that the City Clerk shall cause the following summary of Ordinance No. 934 be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of New Brighton has adopted Ordinance No. 934 which updates regulations relating to wireless telecommunication towers and antennas. The new regulations keep existing requirements largely intact while adding new standards to ensure that new cell towers are properly located within the City, are properly cited on an individual parcel in relation to surrounding lots lines and improvements, and are properly handled over the long run in terms of both maintenance and eventual removal. The full ordinance text is available for inspection at City Hall during regular business hours and will be emailed or sent to any party upon request.

____
Mayor Kari Niedfeldt-Thomas

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

Adopted this 25th day of August 2026 by the City of New Brighton City Council with voting as follows:

Mayor Kari Niedfeldt-Thomas: ____________

Graeme Allen: __________________________

Emily Dunsworth: ______________________

Jeanne Vint Frischman: __________________

Jason Steffenhagen: _____________________

____
Kari Niedfeldt-Thomas, Mayor

____
Devin Massopust, City Manager

ATTEST:

____
Terri Spangrud, City Clerk