



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL**

May Be Held Electronically From Remote Locations

Zoom Meeting Link <https://us02web.zoom.us/j/81555137620> Meeting ID: 815 5513 7620 PW: Newport

January 7, 2021 – 5:30 P.M.

| | | | |
|----------|-------------------|--------------------------|-----------------|
| MAYOR: | Laurie Elliott | City Administrator: | Deb Hill |
| COUNCIL: | Kevin Chapdelaine | Supt. of Public Works: | Bruce Hanson |
| | Tom Ingemann | Fire Chief: | Steven Wiley |
| | Marvin Taylor | Asst. to the City Admin: | Travis Brierley |
| | Vacant | Law Enforcement (WCSO): | Bill Harrell |

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes- December 3, 2020- Regular Council
 - B. Minutes- December 10, 2020- Special Council
 - C. Minutes- December 17, 2020- Special Council
 - D. Minutes- December 17, 2020- Regular Council
 - E. **Proclamation No. 2021-01-** State of Emergency
 - F. **Resolution No. 2021-01-** Official Depository
 - G. **Resolution No. 2021-02-** Official Safety Deposit Box
 - H. **Resolution No. 2021-03-** Official Newspaper
 - I. **Resolution No. 2021-04-** 2021 Fee Schedule
 - J. **Resolution No. 2021-05-** Election Judges
 - K. **Resolution No. 2021-06-** Declaration of Emergency Extension
 - L. **Resolution No. 2021-07-** Polling Location
 - M. Master Subscriber Agreement
 - N. **Resolution No. 2021-08-** Approving Master Subscriber Agreement
 - O. LMC Liability Coverage Waiver
 - P. List of Bills- \$1,613,305.08

6. PUBLIC COMMENTS - Visitors may share their concerns with the City Council on any issue, which is not already on the agenda, under Public Comments. Please give your name, address and your concern or comments. Each person will have 3 minutes to speak. Your comments must be addressed exclusively to the Mayor and City Council, not to any individual Council or staff member. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.
7. 2021 APPOINTMENTS
8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
9. FIRE CHIEF'S REPORT
10. ENGINEER'S REPORT
11. SUPERINTENDENT OF PUBLIC WORKS REPORT
12. ADMINISTRATOR'S REPORT
 - A. Bailey Road Study
13. MAYOR'S REPORT
14. COUNCIL REPORTS
15. ADJOURNMENT



**CITY OF NEWPORT
REGULAR COUNCIL MEETING MINUTES
NEWPORT CITY HALL
December 3, 2020**

1. CALL TO ORDER

Mayor Lund called the City Council meeting to order at 5:30 p.m. on December 3, 2020.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Dan Lund, Council Member Kevin Chapdelaine, Council Member Bill Sumner, Council Member Laurie Elliott, and Council Member Tom Ingemann.

Not Present (0): None.

4. ADOPT AGENDA

Member Sumner motioned to adopt the Agenda. Seconded by Member Chapdelaine. Approved 5-0.

5. ADOPT CONSENT AGENDA

- A. **Minutes-** September 3, 2020 Regular Council
- B. **Minutes-** November 12, 2020 Special Council
- C. **Resolution No. 2020-52-** Declaration of Emergency Extension
- D. **Resolution No. 2020-56-** Assessment of Utility Bills
- E. **Job Description-** Administrative Assistant II
- F. **City Legal Services**
 - 1. **Eckberg Lammers P.C.**
 - 2. **Flaherty & Hood P.A.**
- G. **Joint Powers Agreement-** State of Minnesota and City of Newport
 - 1. **Resolution No. 2020-57-** JPA State of Minnesota Prosecution
- H. **Planning Services Contract-** Sherri Buss
- I. **List of Bills-** \$1,705,911.62

Member Ingemann motioned to adopt the Consent Agenda. Seconded by Member Chapdelaine. Approved 5-0.

6. PUBLIC COMMENTS

Nathan Knox residing at 1671 4th Avenue addressed the Council. Mr. Knox stated there are positions open for City Council and other agencies and inquired about the requirements. Mr. Knox stated with the housing market in recession, a link to Wings of Newport should be added to the City's website.

7. PRESENTATIONS

A. H&U Bid Opening and Award

Andy Hoffmann, President of H+U Construction addressed the Council. Mr. Hoffmann stated at this meeting there will be no action from Council needed as we are not approving contracts for the new City Hall. Mr. Hoffman stated he will give an overview of the bids and discuss the bid alternates. Mr. Hoffmann stated there was an excellent turnout for the bid opening. There were 153 bids for 23 contracts. The total base bid for construction is approximately \$7.4 million. City Administrator Deb Hill stated this estimate is for construction only and does not include architectural fees, removal of the two old Fire Halls, and furnishings.

Mr. Hoffman stated the first alternate is to omit the metal canopies for a \$118,000 reduction. There are six canopies (three on the front and three on the back) that would be over the fire apparatus bay doors. Member Summer inquired if there is a function to the canopies. Corey Brunton, President of Brunton Architects, stated the canopies will help keep water further away from the doors as well as improve the aesthetics of the building. Mr. Hoffmann stated the low bidder is significantly lower and has the canopies included in their base bid. Council discussed and agreed to keep the canopies.

Mr. Hoffmann stated the second alternate is to omit the generator and generator enclosure for a \$154,200 reduction. Mayor Lund inquired the fuel for the generator. Superintendent of Public Works Bruce Hanson stated natural gas. Member Chapdelaine inquired the kW of the generator. Mr. Hoffman stated 260 kW and it is designed to run the entire building. Mayor Lund stated he would recommend looking at a change order to add propane back up. Mr. Hoffmann summarized that the Council would like to keep the generator and enclosure but possibly make some modifications to the generator.

Mr. Hoffmann stated the third alternate is to omit the flagpole bench for a \$9,400 reduction. Member Elliott stated the wavy bench design was intended to represent both the Mississippi river as well as the paddle boat history with the stacks on the base of the flagpoles. Mr. Brunton stated it was also designed to have a nice patio area to enjoy the outdoors. Superintendent Hanson stated he is hoping to get a funding donation for a portion of option. Member Chapdelaine asked the source of the donation. Superintendent Hanson stated the Newport / St. Paul Park Lions. Council discussed and agreed to keep the bench.

Mr. Hoffmann stated the fourth alternate is to omit the kitchenette for the fire staff for a \$10,500 reduction. The kitchenette includes an island, stove, refrigerator, etc. If you omit this option you would still have the sink and counter tops against the wall, but you would not have the appliances and island. Superintendent Hanson stated these were things we could eliminate now that could be added later if the budget came in too high. Mr. Brunton stated the original intent was to design the building for the future. The building has been designed that if we have permanent firefighters in the future, we can add living quarters. In this case, the kitchenette would serve a full-time duty crew. Council discussed and agreed to omit the kitchenette and take the \$10,500 reduction.

Mr. Hoffmann stated the fifth alternate is to omit the wall and ceiling paint in the apparatus bays for a \$14,000 reduction. Mr. Brunton stated from his experience if we go with the lower precast bid, paint will be necessary in order to be happy with the finished product. Council discussed and agreed to paint the apparatus bays. Mr. Hoffmann stated there are not many precast contractors in the state. Terracon is newer to the metro. H+U has worked with Terracon and completed one project to date which turned out fine. Terracon is significantly less expensive than Wells.

Mr. Hoffmann stated the sixth alternate is to factory install the windows in the precast concrete as we were told this would be cost savings. After receiving the bids, it turned out to be a cost increase of \$25,500. The recommendation would be to not accept this alternate as it adds cost. Council agrees to not accept this alternate.

Mr. Hoffmann stated the seventh alternate proposed is alternative temperature controls. The low contractor proposed a \$54,000 cost reduction but we only received a high-level description of what they are proposing. Mr. Brunton stated we need additional time to vet this and have pointed conversations with the bottom two or three mechanical contractors so that we can be assured we have that control. Mr. Hoffmann stated his suggestion is to not approve this alternate until it can be reviewed and vetted. This could become a change order that reduces cost after you have awarded the contracts.

Mr. Hoffmann summarized the canopies will stay, the generator will stay, the flagpole bench will stay, the kitchenette will go, we will paint the apparatus bays, we will not pre-install the windows for the added cost, and we will not approve the seventh alternate but there may be a cost reduction if there is a good system that is proposed after we award the contract.

Member Ingemann inquired if Mr. Hoffmann can check on the cost of grid-work for in-floor heating in the apparatus bays before the concrete goes down. Member Elliott would like pricing on a digital sign. Mr. Hoffmann stated they can request pricing from the contractors.

8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

None.

9. FIRE CHIEF'S REPORT

Fire Chief Steve Wiley stated when you call 911, the dispatcher will ask a few COVID questions. The reason this is being done is to ensure the correct people are responding to the incident as well as making sure the responders have the proper personal protective equipment (PPE). Chief Wiley stated everyone should double check they have working smoke detectors and CO detectors in their homes. Chief Wiley stated the food and toy drive is at 10:00 a.m. – 1:00 p.m. on Sunday, December 6th at Newport Center. Checks can be made out to the Friends in Need food shelf.

10. ENGINEER'S REPORT

A. 10th Avenue Stormwater Improvements:

- 1. Engineer's Report – 10th Avenue Stormwater Improvements**
- 2. Resolution No. 2020-58- Adopting the Final Assessment**
 - 1. Exhibit A – Location Map**
 - 2. 2020-11-24 Final Assessment Roll**

City Engineer Jon Herdegen stated we tabulated the expected project costs for the 10th Avenue stormwater improvements and they are lower than we had initially developed for the assessment role. The estimated total project cost was \$222,000. The proposal is to reduce the total assessment amount to \$209,100. The final assessment for each unit is \$4,140.59, which is a \$265.66 reduction. Resolution No. 2020-58 summarizes the modifications to the assessment role. Member Sumner inquired how the residents will be notified of the reduction. Engineer Herdegen stated there is a prepared letter pending the Councils decision tonight that will inform residents of the final assessment as well as the amount of reduction.

Member Chapdelaine motioned to adopt Resolution No. 2020-58 which is adopting the final assessment for the 10th Avenue stormwater improvements project. Seconded by Member Ingemann. Approved 5-0.

Engineer Herdegen stated for the 12th Avenue & 12th Street improvements project they have done as much restoration work as possible for the season. The contractor is going to do one last run through the site tomorrow, but by the end of the week the site should be in the condition it will stay in for the winter season. In the spring the contractor will do the fine grading work and get the boulevards seeded and restored. Public Works has been working with Xcel Energy to get a streetlight installed at the North end of 12th Avenue.

Engineer Herdegen stated staff and Member Chapdelaine met with the state's consultant for the 3M settlement project. We reviewed our proposed project and made our case for having a second interconnect with Cottage Grove. The consultants were non-committal, but they heard our request. We asked to provide a project specific estimate to demonstrate the low cost and high benefit for the interconnects.

11. ATTORNEY'S REPORT

A. Washington County ROW Acquisition

1. Resolution No. 2020-59- Waiver of Restrictions

City Attorney Fritz Knaak stated we received requests from Cold Storage and Blue Ox related to Maxwell. The county agreed to the transfer and will record it. The deed has been prepared and ready for the transfer to Cold Storage. Cold Storage requested a waiver of restrictions in case they need it.

Mayor Lund motioned to adopt Resolution No. 2020-59 which is a Waiver of Restrictions. Seconded by Member Ingemann. Approved 5-0.

Attorney Knaak stated Blue Ox is ready to build. Administrator Hill stated they will start construction next week.

12. SUPERINTENDENT OF PUBLIC WORKS REPORT

None.

13. ADMINISTRATOR'S REPORT

A. Public Hearing- Truth-In-Taxation (6:00 p.m.)

Administrator Hill gave a presentation on the proposed 2021 property tax levy and budget. Since 2016 we had a loss of \$127,286.00 in LGA funding from the state. We continue to provide for essential services. In our general fund, there will be a decrease of \$600,000.00 which will help pay for the new City Hall. Revenue and expenditures are going up. Transfers will be a little higher because we will be doing transfers from other funds. We have a policy that we must have at least 50% in our fund balance. Our proposed levy certification is \$2.2 million for our general fund. There are also debt services which we are required to levy for. The total levy certification is \$2,923,000.00. For 2021, the tax impact on a median value home of \$227,000 in Newport will increase \$0.44 a year.

Mayor Lund opened the Truth in Taxation public hearing at 6:10 p.m. on December 3, 2020.

Mr. Knox inquired if the bids for the proposed City Hall are available for the public. Assistant to the City Administrator Travis Brierley stated the bids are public and they have been posted to the H+U website.

Member Elliott stated we received a written submission from Pauline Schottmuller. Mayor Lund stated we will accept that for the record.

Mayor Lund closed the Truth in Taxation public hearing at 6:12 p.m. on December 3, 2020.

B. Resolution No. 2020-53- Non-Union Salaries

Administrator Hill stated there is a resolution to accept salaries for non-union staff.

Member Ingemann motioned to adopt Resolution No. 2020-53 for Non-Union Salaries. Seconded by Member Chapdelaine. Approved 4-0-1 (Mayor Lund abstained from voting).

C. Resolution No. 2020-54- 2021 City Budget

Administrator Hill stated Resolution 2020-54 is to approve the levy certification that is payable in 2021. The estimated debt services totaled \$2,923,000.

Member Sumner motioned to adopt Resolution No. 2020-54 for the 2021 City Budget. Seconded by Member Elliott. Approved 5-0.

D. Public Hearing- Bailey Road Study

City Planner Sherri Buss stated the Council decided that the Bailey Road area should be zoned R2 in the comprehensive plan. The Planning Commission looked at this study and felt it should be RE zoning. Council has been discussing RE, R1, R2, and even potentially a different district with a PUD and asked that the Planning Commission revisit this. The Planning Commission is still recommending RE based on the steep topography, existing vegetation, and they are concerned with the limited access to existing roadways. The Commission believes the bluff overlay district and the subdivision ordinance will give the City sufficient ability to control any development. In order to change this area to RE there would need to be a public hearing since the original hearing was for R2 zoning.

Member Chapdelaine stated he wanted to find creative ways to protect the steep slopes and that is why he wanted a PUD. That would allow a developer to possibly increase the housing density in the flatter areas. Planner Buss stated a PUD gives you more control because you need a CUP for any type of development.

Attorney Knaak stated you need an articulable reason for denying a PUD. You need to articulate in the code the important issues and parameters for that zone. Attorney Knaak stated he would be specific and state that it must protect the slopes and it must not adversely impact the transportation, etc. Planner Buss stated she can write more specific criteria. Member Ingemann stated we should also add criteria for storm water.

Mayor Lund inquired if there are vacancies on the Planning Commission due to absences. Assistant Brierly stated that three consecutive unexcused absences or four absences during one calendar year from the commission meetings shall be deemed to constitute a resignation. Planner Buss stated if the Planning Commission isn't functioning, another option would be to hold a public hearing at a Council meeting.

Planner Buss inquired if the Council wants to extend the moratorium and if they want to make a recommendation for the zoning. Council discussed they would like to extend the moratorium. Member Elliott would like the new Council to discuss the Bailey Road Study at the January 21st Council meeting and hold a public hearing at the February 4th Council meeting.

Mayor Lund opened the Bailey Road Study public hearing at 8:03 p.m. on December 3, 2020.

Marvin Taylor stated he supports the 120-day extension.

Mayor Lund closed the Bailey Road Study public hearing at 8:04 p.m. on December 3, 2020.

Member Chapdelaine motioned to extend the moratorium for the Bailey Road Study for an additional 120 days from January 2, 2021. Seconded by Member Ingemann. Approved 5-0.

E. Resolution No. 2020-55- Liquor License Fees Due 2020-2021

Assistant Brierley stated that due to COVID, the Council offered businesses a \$1.00 renewal fee for on sale liquor licenses for 2020-2021. Resolution No. 2020-55 waives the remainder of those fees for on sale liquor licenses.

Member Elliott motioned to adopt Resolution No. 2020-55 to waive the remaining liquor license fees. Seconded by Member Sumner. Approved 5-0.

14. NEW / OLD BUSINESS

None.

15. MAYOR'S REPORT

Mayor Lund stated District 833 has a very low fund balance and they are looking to cut 18 million from the budget over the next three years. At their last meeting they agreed to a timeframe, which expires tomorrow, where they would accept ideas for how they can cut the budget. They have a separate committee who is reviewing those ideas and will be presenting a final proposal to save the 18 million at their meeting in two weeks. Newport Elementary is a concern because enrollment is down. Mayor Lund is hoping to submit comments and wanted to update Council. Mayor Lund stated we had a draft resolution to support Newport Elementary back in March and requested this resolution be brought to our next Council meeting.

16. COUNCIL REPORTS

Member Chapdelaine stated he virtually attended the annual conference for the MN Association of Watershed Districts. He also attended the Washington County Water Consortium meeting about storm water reuse and PFAS education.

Member Elliott stated the library has been operating at their capacity of six people. They have craft projects available to take home to keep kids busy. The craft pick up is once a week and the next pickup times are December 9th from 3-5pm, December 14th from 5-7pm, and Dec. 29th from 5-7pm. Member Elliott stated 211unitedway.org is a website where you can apply for housing assistance. Applications will only be accepted for a few more days.

17. ADJOURNMENT

Member Elliott motioned to adjourn the City Council meeting. Seconded by Member Chapdelaine. Approved 5-0.

The City Council meeting was adjourned at 8:19 p.m. on December 3, 2020.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant

Signed: _____
Laurie Elliott, Mayor



**CITY OF NEWPORT
SPECIAL CITY COUNCIL MEETING MINUTES
NEWPORT CITY HALL
December 10, 2020**

1. CALL TO ORDER

Mayor Lund called the Special City Council meeting to order at 3:00 p.m. on December 10, 2020.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Dan Lund, Council Member Kevin Chapdelaine, Council Member Bill Sumner, Council Member Laurie Elliott, and Council Member Tom Ingemann.

Not Present (0): None.

4. BID AWARD- City Hall & Public Safety Building (proposed)

A. Resolution No. 2020-61- Awarding of Bids for City Hall & Public Safety Building

Andy Hoffmann, President of H+U Construction, addressed the Council. Mr. Hoffmann stated the Resolution contains a listing of bids received, alternate pricing, and H+U's guaranteed maximum price which is \$7.224 million.

Mr. Hoffmann stated he was asked to investigate costs for the monument sign and for in-floor heating. The rough budget is approximately \$50,000 for the monument sign. If you add in-floor heat to both the apparatus bay and at the squad bay, it would be approximately \$140,000-\$175,000, however there may be a credit if the infrared heaters go away. Mr. Hoffmann stated they are working on scheduling a conference call with the low mechanical contractor. This company provided a credit and an alternate of \$54,000 for unspecified changes to the control system. A conference call with all parties involved will ensure everyone is on the same page before potentially recommending an alternative control system.

Member Ingemann inquired if H+U has worked with some of the contractors. Mr. Hoffmann stated they have worked with many of the contractors. Member Elliott inquired if we are going with all the low bids. Mr. Hoffmann stated in most cases and explained the four cases where we took the second lowest bid. Member Chapdelaine inquired how we know which is the lowest mechanical bid when there are still questions. Mr. Hoffmann stated we will award the bid based on the base bid with the specified controls.

Member Elliott inquired how we will handle the cost of furnishing since that is not included in the construction costs. Mr. Hoffmann stated furnishings are typically bought by the owner. City Administrator Deb Hill stated there are three larger items not included in the construction bid which are furniture, architectural services, and inspection services. Member Elliott inquired about the interior of the building. Mr. Hoffmann stated the majority is sheetrock and drywall partitions. Member Elliott inquired when it comes time to bond, will Administrator Hill fill in the numbers for the additional things we need such as furniture. Administrator Hill stated she will be talking to Ehlers on the totals for the additional items needed.

Mayor Lund motioned to adopt Resolution No. 2020-61 to accept the bids and award the contracts for the new City Hall & Public Safety Building. Seconded by Member Ingemann. Approved 5-0.

5. NEWPORT ELEMENTARY SCHOOL

A. Resolution No. 2020-62- Supporting Newport Elementary School

Mayor Lund stated we have a Resolution in support of Newport Elementary School. The first section talks about potential costs associated with closing the school. The second section talks about the exceptional performance of Newport Elementary. The third section talks about the impact on our community. Member Sumner inquired the enrollment of the school. Mayor Lund stated the capacity is 400, and Newport Elementary currently has about 250 students.

Member Ingemann motioned to adopt Resolution No. 2020-62 which opposes the closing of Newport Elementary School. Seconded by Member Elliott. Approved 5-0.

6. PLANNING COMMISSION APPOINTMENTS

Mayor Lund stated there are two Planning Commissioners who are caught up in our ordinance which revokes their appointment if they have missed either three consecutive meetings or four meetings in a calendar year. Their terms are not scheduled to end this year, so the City would potentially be left with only one Planning Commission member as of January 1st, 2021. Assistant to the City Administrator Travis Brierley stated he spoke to the two members and inquired if they are offered reappointments would they be willing to serve. Both members would like to be reappointed. Council discussed and are in favor of reappointing. Assistant Brierley stated the motion should be more specific and list the appointees and their term expirations.

Member Ingemann motioned to appoint Anthony Mahmood to the Planning Commission with an expiration date of December 31, 2022, and Brandon Leyde to the Planning Commission with an expiration date of December 31, 2021. Seconded by Member Chapdelaine. Approved 5-0.

7. ADJOURNMENT

Member Ingemann motioned to adjourn the Special City Council meeting. Seconded by Member Chapdelaine. Approved 5-0.

The Special City Council meeting was adjourned at 3:57 p.m. on December 10, 2020.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant

Signed: _____
Laurie Elliott, Mayor



**CITY OF NEWPORT
SPECIAL CITY COUNCIL MEETING MINUTES
NEWPORT CITY HALL
December 17, 2020**

1. CALL TO ORDER

Mayor Lund called the Special City Council meeting to order at 4:00 p.m. on December 17, 2020.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Dan Lund, Council Member Kevin Chapdelaine, Council Member Bill Sumner, Council Member Laurie Elliott, and Council Member Tom Ingemann.

Not Present (0): None.

4. CROIX HOLDINGS v CITY OF NEWPORT (this portion close this meeting pursuant to Minnesota Statute Section 13D.05, subd. 3(b) to discuss the pending litigation: Croix Holdings v. City of Newport, Court File No. 82-CV-20-1548)

Mayor Lund motioned to close the Special Council meeting. Seconded by Member Chapdelaine. Approved 5-0.

The City Council Workshop meeting was closed at 4:02 p.m. on December 17, 2020.

Mayor Lund motioned to open the Special Council meeting. Seconded by Member Ingemann. Approved 5-0.

The City Council Workshop meeting was opened at 4:57 p.m. on December 17, 2020.

5. ADJOURNMENT

Member Ingemann motioned to adjourn the Special City Council meeting. Seconded by Member Chapdelaine. Approved 5-0.

The Special City Council meeting was adjourned at 4:58 p.m. on December 17, 2020.

Respectfully Submitted:
Travis Brierley,
Assistant to the City Administrator

Signed: _____
Laurie Elliott, Mayor



**CITY OF NEWPORT
REGULAR COUNCIL MEETING MINUTES
NEWPORT CITY HALL
December 17, 2020**

1. CALL TO ORDER

Mayor Lund called the City Council Meeting to order at 5:30 p.m. on December 17, 2020.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Dan Lund, Council Member Kevin Chapdelaine, Council Member Bill Sumner, Council Member Laurie Elliott, and Council Member Tom Ingemann.

Not Present (0): None.

4. ADOPT AGENDA

Member Sumner motioned to adopt the agenda. Seconded by Member Ingemann. Approved 5-0.

5. ADOPT CONSENT AGENDA

- A. Minutes-** November 19, 2020 Regular Council
- B. Minutes-** November 19, 2020 Council Workshop
- C. Resolution No. 2020-60-** State of Emergency Extension
- D. List of Bills-** \$706,970.86
- E. Financial Statement-** November 2020

Member Chapdelaine motioned to adopt the consent agenda. Seconded by Member Sumner. Approved 5-0.

6. PUBLIC COMMENTS

None.

7. PRESENTATIONS

A. Mayor's Award Recognition- Newport Elementary School

Mayor Lund stated this years Mayor's award is for Newport Elementary School. Newport Elementary has done an outstanding job with their academic performance. They have been recognized at the Capitol and by the Star Tribune as being a school that beats the odds. They have also been recognized by a national organization school Sparrow as being the number six elementary school in the twin cities metro area.

B. Council Member Recognitions- Mayor Dan Lund and Council Member Bill Sumner

Mayor Lund stated he wanted to recognize Member Sumner as he has been on Council for 12 years. Member Sumner had many accomplishments and has been a strong advocate for fiscal responsibility as well as our trees. Member Sumner put in a lot of time outside Council volunteering at Stone Soup and as part of the tree trimmers. Mayor Lund stated it has been his absolute pleasure to serve with Member Sumner.

City Administrator Deb Hill stated she would like to recognize Mayor Lund for serving many years on the Planning Commission, City Council, and as Mayor. Mayor Lund has put in a lot of time and his work and effort is appreciated. Administrator Hill stated his effort with the billboard that is now up will be very beneficial to our community.

Assistant to the City Administrator Travis Brierley read the plaques for Member Sumner and Mayor Lund. The Council thanked both Member Sumner and Mayor Lund for their service to the City of Newport.

8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

None.

9. FIRE CHIEF'S REPORT

Newport Fire Chief Steve Wiley thanked everyone who stopped by to donate cash, food, and toys on December 6th. It was a great turnout and the biggest collection thus far.

Chief Wiley stated there was a house fire in Newport a few days ago and thanked the Washington County Deputy for making sure all residents were evacuated. Chief Wiley thanked St. Paul Park, Cottage Grove, and Woodbury for their help with the fire. Member Chapdelaine inquired if there is any information as to what started the fire. Chief Wiley stated he met the state Fire Marshal, but the cause is undetermined. Member Elliott inquired if there is any way for members of the community to donate or help the family. Chief Wiley stated there are GoFundMe pages set up for both the owner and the renter of the house fire. The links are in the comments of the Newport Fire Departments Facebook post.

Chief Wiley wished Member Sumner and Mayor Lund good luck and stated it has been a privilege working with them over the years.

10. ENGINEER'S REPORT

A. 10th Avenue Stormwater Improvements

1. Update

City Engineer Jon Herdegen stated Fitzgerald Excavating has completed the storm water piping and the drain tile collection system for the improvements. They also were able to get most of the site fine graded and hydro seeded. Engineer Herdegen stated Jason Fitzgerald, owner of Fitzgerald Excavating, and Gary Richter, project manager of Fitzgerald Excavating would like to discuss the liquated damages with Council. Mr. Fitzgerald asked that the Council reconsider the liquated damages that were imposed as there was a snowstorm which caused delays. Mr. Fitzgerald stated he was also in the hospital for twelve days and had nine employees out at various times with COVID. He is asking the Council to consider removing the liquated damages given the circumstances. Member Chapdelaine inquired the amounts for the liquidated damages. Engineer Herdegen stated the total was \$5,000, which represents a 10-day delay at \$500 per day. Council discussed our obligation to enforce our contracts but also take into consideration the extreme circumstances this particular year and suggested reducing the liquated damages to one day.

Member Sumner motioned to change the previous penalty of 10-days down to a 1-day penalty of \$500 for Fitzgerald Excavating. Seconded by Member Ingemann. Approved 4-1 (Lund).

2. Partial Payment Application No. 2

Engineer Herdegen stated the applicant has submitted Partial Payment Application No. 2. The original contract amount was \$145,252.97. The work completed to date including \$500 in liquated damages is 97,728.08 minus 5% retainage and the amount previously requested by the contractor. The total amount requested to the contractor for this partial payment is \$52,906.48.

Member Elliott motion to approve Partial Payment No. 2 in the amount of \$52,906.48 to Fitzgerald Excavating. Seconded by Member Ingemann. Approved 5-0.

B. 12th Avenue and 12th Street Improvements

1. Update

Engineer Herdegen stated the final lift of bituminous pavement is down and the rough grading work is complete. A-1 Excavating chose to hold off on the turf establishment until spring. They sprayed hydraulic soil stabilizer in some critical areas to prevent erosion from spring runoff. Engineer Herdegen stated we are working with Xcel to get a light pole installed to the north end of 12th Avenue.

2. Partial Payment Application No. 6

Engineer Herdegen stated there is a Partial Payment No. 6 for Council to consider. The original contract amount was \$1,763,397.24. Currently based on quantities, we are about 3% above the contract amount and that is attributed to adding additional water and sewer services that are either vacant or could be subdivided in the future to prevent opening the street again. There was also subgrade correction work that was required in addition to what we had planned. We do not anticipate any additional work. With the 5% retainage and the amount previously paid, the contractor is requesting \$93,848.22.

Member Elliott motioned to approve Partial Payment No. 6 in the amount of \$93,848.22 to A-1 Excavating. Seconded by Member Chapdelaine. Approved 5-0.

Engineer Herdegen stated for the 3M settlement there was an extensive report on their project 1007 which is an evaluation on how PFAS has moved through the Oakdale disposal site through Lake Elmo and then eventually out to the St. Croix River. It will likely guide future mitigation efforts but probably won't affect the implementation of treatment projects. Finally, there was a brief discussion on doing an area-wide softening effort. Member Chapdelaine stated they are looking more at pulling the water out of the aquifer, filtering it, and putting it back. Member Chapdelaine stated we are continuing to push the equity issue that we should all be drinking water with no detectable levels of PFAS.

11. ATTORNEY'S REPORT

Mayor Lund stated he hopes the new Council will recognize City Attorney Fritz Knaak in a more formal way but wanted to thank Attorney Knaak for serving the City of Newport for 40 years. Mayor Lund stated Attorney Knaak had an amazing impact by negotiating the Bailey Meadows contract, getting us a nuisance odor ordinance, working on Sanimax issues, helping with the land swap for the billboard, and supporting our litigation with Croix Holdings.

Attorney Knaak stated this is his final report as our City Attorney. Attorney Knaak informed Council of the recent and unexpected passing of Eddie Simonet. Eddie Simonet interacted with the City as the examiner of titles in Washington County. Mr. Simonet got things done in an expedited fashion to make the Maxwell property exchange and the billboard site possible. Mr. Simonet has been a contracted public defender for 42 years and represented many citizens of Newport.

Attorney Knaak stated the transition with the prosecutor has been very smooth and will be seamless. Lawyers from Eckberg Lammers have been picking up physical files. Attorney Knaak stated one cautionary note is when you have a contract that is focused on state prosecution, it can be hard to wedge in code enforcement. Attorney Knaak stated that the civil side will also be a clean hand off.

Attorney Knaak stated he has tremendous gratitude to the Newport citizens and the people he represented over his 40 years. It is rare that a lawyer can represent a community for 40 years. Attorney Knaak stated it won't be easy but wished the City and everyone well.

12. ADMINISTRATOR'S REPORT

A. Attorney Appointments

Administrator Hill stated in order to start our new attorneys on January 1st, we need to appoint them.

Administrator Hill requested a motion to appoint Flaherty & Hood as our civil attorneys and Eckberg Lammers as prosecution.

Member Chapdelaine motioned for the appointments for Flaherty & Hood and Eckberg Lammers to start on January 1, 2021. Seconded by Member Ingemann. Approved 5-0.

B. Ordinance Updates

- 1. Ordinance No. 2020-05-** Conditional Use Permits (CUP)
- 2. Ordinance No. 2020-06-** Variances
- 3. Ordinance No. 2020-08-** Interim Uses
- 4. Ordinance No. 2020-09-** Uses
- 5. Ordinance No. 2020-07-** Non-Conforming Uses, Lots and Structures

City Planner Sherri Buss stated the Planning Commission has been working on ordinance updates. They held a public hearing on December 10th and did not receive any written or verbal comments. The amendments are aimed at clarifying the ordinances as well as updating the ordinances to be consistent with current state statutes.

Planner Buss stated they separated out CUP's and variances and clarified the hard to read sections.

Planner Buss stated there was an item regarding "start of construction" that was changed to the applicant must start work on the project within one year of the approval. Member Elliott inquired if there is a definition on what "starting the project" means as it seems ambiguous. Planner Buss stated it is a judgment for Council as it has a lot to do with the size and complexity of the project. Planner Buss stated we can have the next Planning Commission discuss to remove ambiguity.

Planner Buss stated there was an interim use permit (IUP) that was granted for a use that was not permitted in our zoning district and state law does not allow for that. The proposal is to update our ordinance to be consistent with state statutes that the use must be allowed in the district.

Planner Buss stated the use section has currently allowed the zoning administrator to decide if a use not specifically allowed in our zoning ordinance is close enough to an existing use. The Planning Commission is proposing to change so that if a use is not specifically permitted in the ordinance, the use is considered prohibited and would need to go through a process to get permitted.

Planner Buss stated the last section is the non-conforming use section. The Planning Commission rewrote this to have separate sections for uses, lots, and structures to make it clear on what is allowed.

Member Elliott motioned to adopt Ordinance No. 2020-05, 2020-06, 2020-07, 2020-08, and 2020-09 as presented. Seconded by Member Chapdelaine. Approved 5-0.

C. Abandoned Property

- 1. Resolution No. 2020-63- 1324 11th Ave Condemnation**

Administrator Hill stated this property was flagged by a Deputy as being uninhabitable. The Cottage Grove building inspector deemed this property to be uninhabitable. Cottage Grove sent a condemnation letter and received no response. After speaking to our City Attorney, the next step is to start the condemnation process. Member Ingemann inquired if we remove this property, will it go onto their property taxes. Administrator Hill stated yes, it would go to their property taxes.

Member Ingemann motioned to adopt Resolution No. 2020-63 – Condemnation order for 1324 11th Avenue. Seconded by Member Sumner. Approved 5-0.

D. Deer Count

Administrator Hill stated the resource group from the County inquired if we would like to participate in the deer count. The cost is approximately \$650. We have been doing this every other year for the last eight years.

Member Chapdelaine motioned to schedule a deer count. Seconded by Member Ingemann. Approved 5-0.

13. SUPERINTENDENT OF PUBLIC WORKS REPORT

Superintendent of Public Works Bruce Hanson stated he is looking for Councils direction on the skating rinks. Superintendent Hanson stated we can flood the rinks, but we do not have automatic lighting, so we would have to hire someone for that task. The warming houses are small, and the air flow is poor, so it would be hard to protect the attendant if we opened the warming houses. Council discussed and agreed the rinks should be flooded and Superintendent Hanson can determine how to get the lights on and off.

14. MAYOR'S REPORT

Mayor Lund thanked everyone he has worked with on Planning Commission and Council. Mayor Lund thanked staff and consultants for their hard work. Mayor Lund thanked Karla Bigham, Anne Claflin, and Rick Hansen for their support of Newport. Mayor Lund stated he is most excited about how much Newport has grown over the last six years and our positive financial situation. We are now able to pay for a new City services building without raising taxes. The primary reason for this is the new housing development. Mayor Lund stated we got a lot done in the best interest for Newport such as the Bailey Meadows development, the new billboard, and the passing a nuisance odor ordinance. Mayor Lund stated he is excited for Newport, but this is a good time for him to step away as he has a young family to care for. Mayor Lund thanked all the Newport voters for bringing him in.

15. COUNCIL REPORTS

Member Elliott stated the library has craft kits available for kids and there will be a pickup on Tuesday December 29th from 5-7pm. Member Elliott stated there is a new business in Newport called Parts Hub that moved into the space where the old hardware store used to be. Parts Hub sells new and used motorcycle parts. Member Elliott wished Mayor Lund all the best in his next endeavors and thanked him for all the great work he did for the City. Member Elliott wished residents and staff a Merry Christmas and the best in the New Year.

Member Sumner thanked Mayor Lund and stated he appreciated working with him. Member Sumner thanked staff, contractors, and consultants. Member Sumner stated some great accomplishments were keeping the library open, improving our finances / bond rating, and the Bailey Meadows development. Member Sumner stated he worked with The Recycling and Energy Center to begin to get control on the odors and hopes the new Council will stay involved. Member Sumner stated he is proud of the billboard, the new City Hall, and supporting the Washington County Sheriff's office. Member Sumner wished the very best to the staff, Council, and new Mayor.

16. ADJOURNMENT

Member Sumner motioned to adjourn the City Council meeting. Seconded by Mayor Lund. Approved 5-0.

The City Council meeting was adjourned at 7:32 p.m. on December 17, 2020.

Respectfully Submitted:
Jill Thiesfeld
Administrative Assistant

Signed: _____
Laurie Elliott, Mayor

City of Newport, MN
Proclamation No. 2021-01
State of Emergency Declaration

WHEREAS, Minnesota Statutes sections 12.29 and 12.37 express authorize the Mayor of the City of Newport to declare a local emergency.

WHEREAS, the virus named “SARS-CoV-2,” is a new strain of coronavirus that has not previously been identified in humans and can easily spread from person to person and which causes a disease named “coronavirus disease 2019,” commonly known as “COVID-19,” which is a respiratory disease that can result in serious injury or death; and

WHEREAS, on January 21, 2020 the first case of COVID-19 was detected in the United States; on March 6, 2020 the first case of COVID-19 was detected in the State of Minnesota; and as of March 16, 2020, there are fifty-four (54) known cases of COVID-19 in Minnesota, including cases in Washington County; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020; and

WHEREAS, on March 13, 2020, President Donald Trump declared that the COVID-19 outbreak in the United States constitutes a National Emergency; and

WHEREAS, on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize and all necessary resources to be used in support of the COVID-19 response; and

WHEREAS, as of March 15, 2020 the World Health Organization Situation Report confirmed a total of 153,517 cases of COVID-19 in over 135 countries, including 5,735 deaths; and

WHEREAS, as of December 28, 2020 the Center for Disease Control (CDC) has reported 19,055,869 cases and 332,246 deaths in the United States, and

WHEREAS, COVID-19 has been identified by the World Health Organization as a pandemic, and the United States Centers for Disease Control has provided guidance for individuals, healthcare professionals, and businesses to slow the spread of COVID-19, which include cancelling or postponing in-person events that involve more than fifty people for eight weeks; and

WHEREAS, the City of Newport has been working diligently for almost a year with local, state, and federal partners to maintain situational awareness and respond to COVID-19; and

WHEREAS, additional local cases will trigger a more aggressive public health response and are predicted to impact residents of Newport and those who work in or travel through the City, including City employees; and the need for social distancing, city services becoming limited and/or closings, and quarantine methods to stop the spread of COVID-19 is expected to cause significant challenges; and

WHEREAS, the Mayor, City Administrator, and Washington County Sheriff’s Department personnel find that this situation threatens the health, safety, and welfare of the citizens of the community and will cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public as a result of COVID-19; and

WHEREAS, the Mayor, City Administrator, and Washington County Sheriff's Department personnel find that traditional sources of financial aid, assistance and relief will not be able to compensate for the potential impact of COVID-19, and have determined that the necessary resources to respond to and recover from this pandemic will exceed those resources available within the City of Newport, and additional resources will be needed from Washington County and state and federal sources.

WHEREAS, Mayor Laurie Elliott was elected as Mayor of the City of Newport and sworn-in as Mayor on January 7, 2021, and

WHEREAS, Former Mayor Dan Lund, proclaimed by Proclamation No. 2020-02, a State of Emergency for the City of Newport on March 17, 2020, which was adopted by the City Council, Resolution No. 2020-09, on March 19, 2020 and furthermore extended, in accordance with State and Local laws, through January 16, 2021, and

WHEREAS, Federal, state, and local governments continue to take steps in 2021 to mitigate potential exposure of COVID-19 to all government officials and the general public.

NOW, THEREFORE, MAYOR ELLIOTT OF THE CITY OF NEWPORT PROCLAIMS, DECLARES, REQUESTS, AND DIRECTS AS FOLLOWS:

1. Under the authority given by Minnesota Statutes, Section 12.29, declares that a local emergency exists within the City of Newport, effective March 17, 2020, with all the powers and responsibilities attending thereto as provided by Minnesota Statutes, Chapter 12, and further proclaims that such emergency constitutes a declared emergency pursuant to City Code Section 2-145.
2. Directs City Staff to review ordinance and regulatory requirements, operations, civil and legal proceedings, events, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City of Newport.
3. Directs all City departments and offices to operate and support the response to this incident, under the direction and coordination of the City Administrator, Emergency Management Director, and Emergency Operational Plan, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained.
4. Directs the City's Emergency Management Director and other appropriate City staff to request and coordinate appropriate aid and resources from surrounding jurisdictions, Washington County, the State of Minnesota, and the Federal government, as needed.
5. Declares, under Minnesota Statutes, Section 13D.021, that in-person meetings of the City Council, Planning Commission, and other advisory commissions of the City of Newport are not practical or prudent due to the COVID-19 health pandemic and the peacetime emergency declared by Governor Walz pursuant to Minnesota Statutes, Chapter 12, and hereby directs that meetings of the City Council, Planning Commission, and other advisory commissions of the City shall be conducted by telephone or other electronic means, and hereby directs City Staff to take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, until such time as

it is no longer impractical or imprudent for the City Council, Planning Commission, and other advisory commission to resume in-person meetings.

6. Requests that the City Council convene an emergency session at its earliest convenience to discuss the situation and this declaration. This emergency declaration shall continue for a period of three (3) days from its effective date of January 7, 2021, unless further extended by or with the consent of the City Council pursuant to Minnesota Statutes, Section 12.29, subd. 1.
7. Orders that this declaration be given prompt and general publicity and that it be filed promptly by the City Clerk.

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator

Proclaimed: 7 January 2021

City of Newport, MN
Resolution No. 2021-01
Designating an Official Depository of City Funds

WHEREAS, The council of any statutory city or of any city of the fourth class shall designate as a depository of city funds such national, state, or private banks as it may deem proper, and

WHEREAS, The City of Newport is a statutory, fourth class city as designated by law, and

WHEREAS, MidwestOne Bank, a corporation, is located in South Saint Paul, and is insured by an agency of the federal government (FDIC), and

WHEREAS, this designation is contingent upon MidwestOne Bank providing pledged securities and collateral to provide safety to all deposits as has been done in the past, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Newport hereby designates MidwestOne Bank as its official depository, for city funds, for the year 2021, and

BE IT FURTHER RESOLVED, that the authorized persons to receive account information only are as follows:

Deborah Schulz, Accountant
Travis Brierley, Assistant to the City Administrator

BE IT FURTHER RESOLVED, that the authorized signatures are as follows:

Laurie Elliott, Mayor
Kevin Chapdelaine, Mayor Pro-Tem
Debora Hill, City Administrator

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

| | | |
|-------|-------------|-------|
| VOTE: | Elliott | _____ |
| | Chapdelaine | _____ |
| | Ingemann | _____ |
| | Taylor | _____ |

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator

City of Newport, MN
Resolution No. 2021-02

Designating an Official Bank Holding the Official City Safety Deposit Box

WHEREAS, The City of Newport has a need for a safety deposit box, and

WHEREAS, Old National Bank in West Saint Paul, MN currently houses the City of Newport a safety deposit box, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Newport hereby designates Anchor Bank as the location for the City of Newport's safety deposit box, for the year 2021.

BE IT FURTHER RESOLVED, that the authorized signatures are as follows:

Laurie Elliott, Mayor
Kevin Chapdelaine, Mayor Pro-Tem
Debora Hill, City Administrator

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE: Elliott _____
 Chapdelaine _____
 Ingemann _____
 Taylor _____

Signed: _____
 Laurie Elliott, Mayor

Attest: _____
 Deb Hill, City Administrator

City of Newport, MN
Resolution No. 2021-03

Designating an Official Newspaper to Publish Ordinances and Other Matter as
Required by Law

WHEREAS, Minnesota State Statute 412.831, “an act,” requires statutory cities to designate a newspaper of general circulation as its official newspaper in which the city will publish ordinances and other matters as required by law, and

WHEREAS, The City of Newport is a statutory city, and

WHEREAS, The Pioneer Press is a newspaper of general circulation, and

WHEREAS, The Pioneer Press is generally circulated within the corporate limits of the City of Newport, and

WHEREAS, The City of Newport, has used the Pioneer Press as its official newspaper in the past, and

WHEREAS, The City of Newport will use the Pioneer Press as its official newspaper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Newport hereby designates the Pioneer Press as its official newspaper to publish ordinances and other matters as required by law, for the year 2021.

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE: Elliott _____
 Chapdelaine _____
 Ingemann _____
 Taylor _____

Signed: _____
 Laurie Elliott, Mayor

Attest: _____
 Deb Hill, City Administrator

City of Newport, MN
Resolution No. 2021-04
A Resolution Approving The 2021 City Fee Schedule

WHEREAS, the City Council of Newport annually establishes and approves a fee schedule for services rendered by the City; and

WHEREAS, the City Fee Schedule undergoes annual review, revisions, and updates, and

NOW, THEREFORE, BE IT RESOLVED, that the Newport City Council hereby approves the City Fee Schedule effective January 8, 2021.

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

| | | |
|-------|-------------|-------|
| VOTE: | Elliott | _____ |
| | Chapdelaine | _____ |
| | Ingemann | _____ |
| | Taylor | _____ |

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator

**CITY OF NEWPORT
2021 FEE SCHEDULE**

Effective January 8, 2021

1. LIQUOR

| | | | |
|--------------------------------------------------------|----|-------------------------------------|--|
| On-sale | \$ | 2,500.00 | |
| Off-sale | \$ | 240.00 | |
| Sunday on-sale | \$ | 200.00 | |
| On-sale wine | \$ | 1,250.00 | |
| 3.2 On-sale | \$ | 100.00 | |
| 3.2 One Day | \$ | 25.00 | |
| 3.2 Off-sale | \$ | 30.00 | |
| Brewer Taproom | \$ | 200.00 | |
| On-Sale Brew Pub | \$ | 200.00 | |
| Off-Sale Brew Pub | \$ | 200.00 | |
| Park Permit (Non-intoxicating) | \$ | 50.00 | |
| Park Maintenance Deposit Less than 25 People Attending | \$ | 100.00 | |
| Park Maintenance Deposit More than 25 People Attending | \$ | 150.00 | |
| 1 - 4 Day Temporary On-sale | \$ | 200.00 | |
| Investigation Fee for In-State | | Actual Cost, Not to Exceed \$500 | |
| Investigation Fee for Out-State | | Actual Cost, Not to Exceed \$10,000 | |

2. BUSINESS

| | | | |
|-----------------------------------------------------------------------------------------------------|----|-----------|-----------------|
| Rubbish Haulers | \$ | 300.00 | |
| Commercial Contractors - not licensed with the State | \$ | 50.00 | |
| Seasonal | | | |
| Farmer's Market | \$ | 75.00 | |
| Christmas Trees | \$ | 75.00 | |
| Fireworks | \$ | 350.00 | |
| Incidental Fireworks | \$ | 50.00 | |
| Billboard | \$ | 100.00 | |
| Tobacco | \$ | 250.00 | |
| Games of Skill | \$ | 50.00 | per game |
| Solicitors (per day) | \$ | 50.00 | |
| Solicitors (per year) | \$ | 300.00 | |
| Transient Merchant (per day) | \$ | 100.00 | |
| Transient Merchant (per year) | \$ | 300.00 | |
| Peddler / Hawker (per day) | \$ | 50.00 | |
| Peddler / Hawker (per year) | \$ | 250.00 | |
| Investigation Fee for Solicitors, Transient Merchants, Peddlers, Hawkers, and Massage Therapists | \$ | 50.00 | |
| Whether or not permit is issued, this fee is not refundable. | | | |
| Pawn Shop License | \$ | 10,000.00 | |
| Investigation Fee for Pawn Shop | \$ | 750.00 | |
| \$500 will be refunded if total investigation is within MN. | | | |
| Monthly Transaction Fee for Pawn Shops | \$ | 1.50 | per transaction |
| Reporting Failure Penalty for Pawn Shops | \$ | 2.50 | per transaction |
| Massage Therapy Businesses | | | |
| Application Fee | \$ | 300.00 | |
| Investigation Fee | \$ | 300.00 | |
| Additional Owner/New Officer | \$ | 300.00 | |
| Change in On-Site Manager | \$ | 100.00 | |
| Amendment to License | \$ | 75.00 | |
| Massage Therapists | | | |
| New Application Fee | \$ | 100.00 | |
| Renewal Application Fee | \$ | 75.00 | |

3. ANIMAL CONTROL

| | | |
|---------------------------------------|----|-------------|
| Dog License | \$ | 10.00 |
| Dog License after Jan. 31st | \$ | 20.00 |
| Chicken Permit | \$ | 25.00 |
| Farm Animal Permit | \$ | 25.00 |
| Special Animal Permit | \$ | 25.00 |
| Kennel Permit (4 or more dogs / cats) | \$ | 50.00 |
| Domestic Boarding | | actual cost |
| Domestic Disposal | | actual cost |
| Farm Animal Impound | | actual cost |
| Farm Animal Boarding | | actual cost |
| Farm Animal Disposal | | actual cost |

4. BUILDING PERMIT

| | | | |
|----------------------------------------------------------------|----|---------------------|---------------------------|
| | | Min \$20.50; 65% of | |
| | | Maximum Permit Fee | 68% of Maximum Permit Fee |
| | | | for Permits Not Issued |
| | | | per sign request |
| Plan Review Fee | | | |
| Business Sign (Temporary Banner, etc.) | \$ | 10.00 | |
| Business Sign (Permanent) | | based on value | |
| Residential Fence | \$ | 15.00 | |
| Fireplace (Wood Burning) | | based on value | |
| Fireplace (Gas) | \$ | 50.00 | |
| Swimming Pool | | based on value | |
| Storage Shed Under 200 Square Feet | \$ | 75.00 | |
| Storage Shed Over 200 Square Feet | | based on value | |
| Residing (Residential) | \$ | 65.00 | |
| Reroofing (Residential) | \$ | 65.00 | |
| Commercial Fencing | | based on value | |
| Commercial Slab | | based on value | |
| Demolition (Residential) | \$ | 100.00 | |
| Demolition (Commercial) | \$ | 150.00 | |
| Commercial Roofing | | based on value | |
| | | minus the plan | |
| | | review | |
| Commercial Siding | | based on value | |
| | | minus the plan | |
| | | review | |
| Retaining Wall Over 4' (Residential) | | based on value | |
| Retaining Wall Over 4' (Commercial) | | based on value | |
| Replacing Windows (Residential) | \$ | 65.00 | |
| Replacing Windows (Commercial) | | based on value | |
| | | minus the plan | |
| | | review | |
| New Windows (Residential and Commercial) | | based on value | |
| Moving House / Building | \$ | 300.00 | |
| Residential Driveway | \$ | 15.00 | |
| Commercial Paving / Parking Lot Repair | | based on value | |
| State Surcharge for Fixed Fee Permits | \$ | 1.00 | |
| State Surcharge for Value Based Permits | | based on value | |
| Building Without Permit | | double fee | |
| Additional Certificate of Survey Reviews (more than 2 reviews) | \$ | 100.00 | |
| Additional Top-of-Block/Grading Verifications | | At Cost | |
| Fire Inspection Permit | \$ | 50.00 | |
| Engineering Reinspection | \$ | 300.00 | |
| Rental Registration Fee | \$ | 50.00 | per building |
| Each Additional Unit | \$ | 12.00 | each additional unit |
| Rental Reinspection | \$ | 50.00 | per reinspection |
| Certificate of Occupancy | \$ | 50.00 | |
| Vacant Building Registration | | | |
| Residential - First Year | \$ | 1,000.00 | |
| Residential - Second Year | \$ | 2,000.00 | |
| Commercial - First Year | \$ | 1,500.00 | |
| Commercial - Second Year | \$ | 3,000.00 | |

5. MECHANICAL

| | | | |
|-----------------------------------------|----|--------|--------------------|
| New Home | \$ | 150.00 | |
| Air Conditioner | \$ | 50.00 | |
| Furnace (Up to 100,000 BTU's) | \$ | 50.00 | |
| Residential: | | | |
| Each additional 100,000 BTU's | \$ | 15.00 | |
| Commercial: | | | |
| General Mechanical Permit | | | based on valuation |
| State Surcharge for Fixed Fee Permits | \$ | 1.00 | |
| State Surcharge for Value Based Permits | | | based on value |

6. PLUMBING

| | | | |
|-----------------------------------------|----|-------|----------------|
| Residential: | | | |
| Permit Base Fee | \$ | 50.00 | |
| Per Opening | \$ | 15.00 | |
| Commercial: | | | |
| Minimum or as set by City Administrator | | | based on value |
| Per Opening | | | based on value |
| Water Heater Replacement or New | \$ | 65.00 | |
| Water Softener Replacement or New | \$ | 65.00 | |
| Sprinkling System | | | based on value |
| Must be reviewed by State Fire Marshal | | | |
| State Surcharge for Fixed Fee Permits | \$ | 1.00 | |
| State Surcharge for Value Based Permits | | | based on value |

7. ELECTRICAL - SEE ATTACHED FEE SCHEDULE FOR RATES**8. UTILITY - SEE ATTACHED FEE SCHEDULE FOR RATES**

| | | | |
|-------------------------------------------|----|--------|-------------------|
| Late Fee for Utility Bill | | 10% | |
| Certification of Delinquent Utilities Fee | \$ | 25.00 | plus 18% interest |
| Normal Working Hours | | | |
| Water On | \$ | 50.00 | |
| Water Off | \$ | 50.00 | |
| After Normal Working Hours (OT) | | | |
| Water On | \$ | 120.00 | |
| Water Off | \$ | 120.00 | |
| Final Meter Read | \$ | 25.00 | |
| Fire Flow Test | \$ | 100.00 | |

9. WATER PERMIT

| | | | |
|---------------------------------------|----|--------|--|
| Hook-Up | \$ | 100.00 | |
| Water Disconnect | \$ | 100.00 | |
| State Surcharge for Fixed Fee Permits | \$ | 1.00 | |

10. WATER TAPPING

| | | | |
|------------------|----|--------|-----------------|
| 1" - 1 1/2" line | \$ | 400.00 | |
| 2" line and over | | | time & material |

11. SEWER PERMIT

| | | | |
|---------------------------------------|----|--------|--|
| 4" line hook-up | \$ | 100.00 | |
| Sewer Disconnect | \$ | 100.00 | |
| State Surcharge for Fixed Fee Permits | \$ | 1.00 | |

| | | | |
|-----------------------------------------------------|----|------------|--------------------|
| 12. HYDRANT USE / HOOK-UP | \$ | 50.00 | |
| Plus water usage at \$.01 / gal | | | |
| 13. WATER METER TESTING | | | |
| 2" or less | \$ | 75.00 | |
| 2" or more | \$ | 75.00 | |
| 14. WATER METER RENTAL PER DAY | \$ | 10.00 | |
| 1" with hydrant adapter (deposit) | \$ | 350.00 | |
| 2 1/2" with hydrant adapter (deposit) | \$ | 550.00 | |
| 15. WATER SALES TAX | | 7.1250% | |
| 16. SEWER AND WATER MAIN TRUNK | | | |
| Single Family | \$ | 1,750.00 | each |
| Multi-Family (1-4 Units per acre) per Dwelling Unit | \$ | 900.00 | each |
| Multi-Family (4-8 Units per acre) per Dwelling Unit | \$ | 640.00 | each |
| Multi-Family (8+ Units per acre) per Dwelling Unit | \$ | 490.00 | each |
| Commercial/Industrial | \$ | 4,360.00 | per acre |
| 17. Non-Resident Sewer and Water Main Trunk | | | |
| Outside City Limit Connections | \$ | 13,500.00 | |
| 18. CITY ACCESS FEE (WAC) | | | |
| Single Family | \$ | 1,050.00 | per MET-C SAC rate |
| Multi-Family | \$ | 1,050.00 | per MET-C SAC rate |
| Commercial/Industrial | \$ | 1,050.00 | per MET-C SAC rate |
| Outside City Limit Connections | \$ | 1,050.00 | per MET-C SAC rate |
| 19. CITY SEWER ACCESS FEE (SAC) | | | |
| Single Family | \$ | 1,050.00 | per MET-C SAC rate |
| Multi-Family | \$ | 1,050.00 | per MET-C SAC rate |
| Commercial/Industrial | \$ | 1,050.00 | per MET-C SAC rate |
| Outside City Limit Connections | \$ | 1,050.00 | per MET-C SAC rate |
| 20. RIGHT-OF-WAY PERMITS | | | |
| General ROW Permit (up to 100 feet) | \$ | 100.00 | |
| Fee per Additional 100 feet | \$ | 30.00 | |
| Work without Permit | | Double Fee | |
| 21. PUBLIC WORKS MAINTENANCE DEPARTMENT | | | |
| Truck use per hour (pick-up) | \$ | 40.00 | |
| Other vehicle use per hour | \$ | 75.00 | |
| Single axle dump truck | \$ | 150.00 | |
| Tandem axle dump truck | \$ | 200.00 | |
| Front end loader | \$ | 150.00 | |
| Back hoe | \$ | 150.00 | |
| Materials used | | 125% | |
| Labor | | 150% | |

22. ADMINISTRATION

| | | | |
|---------------------------------------------------------------------------------------------|----|-------------------|--|
| Election Filing | \$ | 2.00 | |
| Assessment Search | \$ | 25.00 | |
| Searches may be requested in writing or oral. A fee is established 336A.09 MN Statutes 2008 | | | |
| Comprehensive Land Use Plan | \$ | 50.00 | |
| City Code of Ordinances | \$ | 100.00 | |
| Zoning Ordinance | \$ | 50.00 | |
| Large Zoning Map | \$ | 5.00 | |
| Ortho Photomap | | City cost at 125% | |
| Copies per page | \$ | 0.25 | |
| Public Data Requests Less Than 100 Pages | \$ | 0.25 | |
| | | Based on cost of | |
| Public Data Requests 100 Pages or More | | staff's time | |
| Fax Transmissions | \$ | 3.00 | |
| Each additional page | \$ | 1.00 | |
| Compost brush per cubic yard | \$ | 5.00 | |
| Leaves and grass clippings per load | \$ | 5.00 | |
| Rental of Railroad Building per day | \$ | 1.00 | |
| Non-Sufficient Funds (NSF) Checks | \$ | 30.00 | |
| Non-Resident Park Reservation Fee | \$ | 50.00 | |

23. USE OF CITY HALL (capacity of 75)

| | | | |
|-------------------------|----|--------|---------|
| Commercial | \$ | 150.00 | |
| Special Council Meeting | \$ | 200.00 | |
| Charging of PHEVs | \$ | 1.00 | per day |

24. USE OF LIBRARY AND COMMUNITY CENTER

| | | |
|----|-------|---------|
| \$ | 35.00 | per day |
|----|-------|---------|

25. LIBRARY AND COMMUNITY CENTER

| | | | |
|--------------------------|----|-------------|------------|
| Copies/Printing | \$ | 0.25 | per page |
| Fax Transmissions | \$ | 3.00 | first page |
| Each additional page | \$ | 1.00 | |
| Library Card Replacement | \$ | 1.00 | |
| Headphones | | Actual Cost | |
| Paperback Books for Sale | \$ | 0.50 | |
| Hardcover Books for Sale | \$ | 1.00 | |
| VHS/DVDs/Cds for Sale | \$ | 2.00 | |
| Lamination Services | | | |
| 4 x 6" | \$ | 0.50 | per sheet |
| 5 x 7" | \$ | 1.00 | per sheet |
| 8 x 10" | \$ | 2.00 | per sheet |

26. PLANNING & ZONING

| | | | |
|----------------------------------------------------------------------------------------------------------------------|----|-------------|-------------------|
| Rezoning | \$ | 500.00 | plus escrow |
| Street / Alley Vacation | \$ | 350.00 | plus escrow |
| Variance | \$ | 300.00 | plus escrow |
| Building Without Variance | | Double Fee | |
| Conditional Use/Interim Use Permit | | | |
| Residential | \$ | 300.00 | plus escrow |
| Commercial | \$ | 450.00 | plus escrow |
| Special Meeting | \$ | 200.00 | plus escrow |
| Certificate of Compliance (Home Occupation) | \$ | 150.00 | |
| Home Occupation annual renewal | \$ | 25.00 | |
| Comprehensive Guide Plan | \$ | 500.00 | plus escrow |
| Minor Subdivision/Lot Combination | \$ | 300.00 | plus escrow |
| Major Subdivision Preliminary Plat | \$ | 500.00 | plus escrow |
| Plus per lot | \$ | 50.00 | |
| Final Plat | \$ | 200.00 | |
| Park Dedication Fees | | | |
| Residential Single Family Land Dedication | | 10% of land | |
| Residential Multi-Family Land Dedication (5-9 Units per Acre) | | 13% of land | |
| Residential Multi-Family Land Dedication (10-19 Units per Acre) | | 15% of land | |
| Residential Multi-Family Land Dedication (Over 20 Units per Acre) | | 18% of land | |
| Residential Single Family (in lieu of land dedication) | \$ | 3,400.00 | per dwelling unit |
| Residential Multi-Family (in lieu of land dedication) | \$ | 2,550.00 | per dwelling unit |
| Commercial / Industrial (in lieu of land dedication) | \$ | 6,000.00 | per acre |
| Escrow Fees | | | |
| Rezoning | \$ | 500.00 | |
| Street/Alley Vacation | \$ | 1,000.00 | |
| Residential Variance | \$ | 500.00 | |
| Commercial Variance | \$ | 1,000.00 | |
| Residential Conditional Use/Interim Use Permit | \$ | 750.00 | |
| Commercial Conditional Use/Interim Use Permit | \$ | 1,000.00 | |
| Preliminary Plat Under 10 Acres | \$ | 3,500.00 | |
| Preliminary Plat Over 10 Acres | \$ | 6,500.00 | |
| Fees for Residential Minor Subdivision, Major Subdivision, Site Plan Review, Final Plat and Planned Unit Development | | | |
| 8 Units or Less | \$ | 2,000.00 | |
| 9 to 40 Units | \$ | 3,200.00 | |
| 41 Units or More | \$ | 4,500.00 | |
| Fees for Commercial Minor Subdivision, Major Subdivision, Site Plan Review, Final Plat and Planned Unit Development | | | |
| 0 to 5,000 sq ft building | \$ | 2,000.00 | |
| 5,001 to 10,000 sq ft building | \$ | 3,000.00 | |
| 10,001 to 50,000 sq ft building | \$ | 3,750.00 | |
| 50,000 plus sq ft building | \$ | 4,500.00 | |

27. WATER**Flat Rates**

| | | | |
|--------------|----|-------|--|
| Residential | \$ | 26.56 | |
| Senior | \$ | 26.56 | |
| Multi-Family | \$ | 19.92 | |
| Commercial | \$ | 43.55 | |

Usage Rages**Residential and Multi-Family**

| | | | |
|----------------------|----|------|------------------------|
| 0-8,000 Gallons | \$ | 2.18 | per 1,000 gallons used |
| 8,001-20,000 Gallons | \$ | 2.72 | per 1,000 gallons used |
| Over 20,000 Gallons | \$ | 3.81 | per 1,000 gallons used |

Senior

| | | | |
|----------------------|----|--------|------------------------|
| 0-8,000 Gallons | | \$0.00 | per 1,000 gallons used |
| 8,001-20,000 Gallons | \$ | 2.72 | per 1,000 gallons used |
| Over 20,000 Gallons | \$ | 3.81 | per 1,000 gallons used |

Commercial

| | | | |
|----------------------|----|------|------------------------|
| 0-30,000 Gallons | \$ | 2.18 | per 1,000 gallons used |
| 8,001-20,000 Gallons | \$ | 2.72 | per 1,000 gallons used |
| Over 20,000 Gallons | \$ | 3.67 | per 1,000 gallons used |

28. SEWER AND MWCC**Flat Rates**

| | | | |
|--------------|----|-------|--|
| Residential | \$ | 23.26 | |
| Multi-Family | \$ | 17.45 | |
| Commerical | \$ | 25.65 | |

Usage Rates (Includes MET-C)

| | | | |
|---------------------------------------------|----|------|------------------------|
| Sewer Only | \$ | 6.08 | per 1,000 gallons used |
| Residential, Multi-Family and Commercial | \$ | 6.08 | per 1,000 gallons used |

STORM WATER

| | | |
|----|-------|---------------------|
| \$ | 16.25 | per REU per quarter |
|----|-------|---------------------|

RESIDENTIAL STREET LIGHT

| | | |
|----|------|-------------|
| \$ | 9.25 | per quarter |
|----|------|-------------|

MULTI-FAMILY STREET LIGHT

| | | |
|----|-------|-------------|
| \$ | 67.10 | per quarter |
|----|-------|-------------|

COMMERCIAL STREET LIGHT

| | | |
|----|--------|-------------|
| \$ | 111.76 | per quarter |
|----|--------|-------------|

**CITY OF NEWPORT
2020 ELECTRICAL PERMIT FEE SCHEDULE**

| | |
|------------------------------------------------------------------------------------------|--------------------|
| 0 to 400 Amp Power Source (0 to 250 volts) | \$50.00/source |
| 401 to 800 Amp Power Source (0 to 250 volts) | \$100.00/source |
| Over 800 Amp Power Source (0 to 250 volts) | \$150.00/source |
| 0 to 400 Amp Power Source (over 250 volts) | \$100.00/source |
| 401 to 800 Amp Power Source (over 250 volts) | \$200.00/source |
| Over 800 Amp Power Source (over 250 volts) | \$300.00/source |
| 0 to 200 Amp Circuit or Feeder | \$8.00/feeder or |
| Over 200 Amp Circuit Feeder (Fees Doubled 250v or more) | \$30.00/feeder or |
| Panel Changes | \$100.00/enclosure |
| Pools | \$80.00 |
| New One- or Two-Family Dwelling (0 to 25 circuits and feeders per unit) | \$125.00/dwelling |
| New One- or Two-Family Dwelling (additional circuits over 25 per unit) | \$8.00/feeder or |
| Existing One- or Two-Family Dwelling (where 15 or more feeders or circuits are | \$100.00/dwelling |
| Existing One- or Two-Family Dwelling (where 0 to 14 feeders or circuits are installed or | \$8.00/feeder or |
| Reconnected Existing Circuit or Feeder (for panelboard replacements) | \$100.00/enclosure |
| Retrofitting of Existing Lighting Fixtures | \$0.25/fixture |
| Manufactured Home Park Lot Supply | \$40.00/pedestal |
| RV Pedestals (all circuits originating in pedestal including factory circuits) | \$8.00/circuit |
| Separate bonding inspection | \$40.00/inspection |
| Inspection of concrete-encased grounding electrode | \$40.00/inspection |
| Technology circuits and circuits less than 50 volts | \$.75/device or |
| Additional inspection trip(s) | \$40.00/inspection |
| Street, parking, and outdoor lighting standards | \$5.00/standard |
| Traffic signals | \$5.00 each |
| Transformers for light, heat, and power (0 to 10 KVA) | \$20.00 each |
| Transformers for light, heat, and power (more than 10 KVA) | \$40.00 each |
| Transformers for electronic power supplies, signs, and outline lighting | \$5.50 each |
| State Surcharge | \$1.00 |
| Solar PV Systems | |
| 0 watts to and including 5,000 watts, \$90 or | |
| 5,001 watts to and including 10,000 watts, \$150 or | |
| 10,001 watts to and including 20,000 watts, \$225 or | |
| 20,001 watts to and including 30,000 watts, \$300 or | |
| 30,001 watts to and including 40,000 watts, \$375 or | |
| 40,001 watts to and including 1,000,000 watts, \$375, and \$25 for each additional | |
| 10,000 watts over 40,000 watts or | |
| 1,000,000 watts to 5,000,000 watts, \$3,975, and \$15 for each additional 10,000 | |
| watts over 1,000,000 watts or | |
| 5,000,000 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over | |
| 5,000,000 watts | |

Total inspection fee is calculated using the above fee schedule or \$40.00 multiplied by the number of required inspection trips plus the fees for feeders, circuits, devices, apparatus, standards, transformers, or signals, whichever is greater.

City of Newport, MN
Resolution No. 2021-05
A Resolution Approving Statutory Appointments of Election Judges
In The City of Newport

WHEREAS, the City of Newport City Council appoints its Election Judges to serve in the City's Primary and General Elections; and

WHEREAS, the City of Newport is required under Minnesota State Statutes 204B.21, subd. 2 to make various annual appointments and designations; and

WHEREAS, the City of Newport City Council values the commitment and allegiance of its Election Judges.

WHEREAS, any individuals not specified on the following list can be placed as a replacement or as additional election judges needed up to and including the day of the election shall be appointed at that time.

WHEREAS, the election judges shall act as clerks of election, count the ballots cast, and submit the results to the county for canvass in the manner provided for the election(s).

WHEREAS, Election Judges receive compensation for their time served during election and training,

NOW, THEREFORE BE IT RESOLVED, that the Newport City Council hereby makes the following appointments for Election Judges to serve in the School Board Election on Tuesday, November 2, 2021 or any Federal, State, County, or local election is lawfully ordered:

- Penny Duff (Head Election Judge)
- Caroline Clausen
- Sonia Cordero Caban
- Gerald Ehlers
- Sandra Grochow
- Janice Kobe
- Donna Mahmood
- Paski Paskaradevan
- Carol Petersen
- Eric Short
- Angela Terry
- Laura VerBout
- Tim Finley
- Paul Hansen
- Jody Hilden
- Dorene Fincel
- Anthony Mahmood
- Barbara Wilcziek
- Rozlyn Johnson
- William Peine
- Mariah Kenney
- Chia Lor

BE IT FURHER RESOLVED, that the Head Election Judge be compensated at the rate of \$14.00 per hour and Election Judges be compensated at the rate of \$13.00 per hour.

Resolution No. 2021-05

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE: Elliott _____
 Chapdelaine _____
 Ingemann _____
 Taylor _____

Signed: _____
 Laurie Elliott, Mayor

Attest: _____
 Deb Hill, City Administrator

City of Newport, MN
Resolution No 2021-06

By Its City Council Ratifying The Declaration Of Local Emergency By The Mayor Of The City And Extended The Declared Emergency Created Thereby For 30 Days Pursuant To Minnesota Statute Section 12.29

WHEREAS, the Mayor of the City of Newport, Minnesota, has issued a Proclamation declaring the existence of a Local Emergency, dated the 7th day of January, 2021, pursuant to the authority granted to the Mayor under Minnesota Statute §12.29;

WHEREAS, the Council agrees with the Mayor’s determination that COVID-19 (Coronavirus) is predicted to significantly impact the population of the City of Newport, MN; and

WHEREAS, COVID-19 can cause a significant amount of negative affects upon the well-being of the residents of Newport and prompt action is necessary to protect the public health, safety and property within the City; and

WHEREAS, the Proclamation and Declaration of Emergency by the Mayor must be ratified by the City Council for it to be effective for 30 days from the date of that action by the Mayor; and

WHEREAS, the City Council agrees in all respects with the action taken by the Mayor and wishes to ratify the Declaration of Emergency at least thirty days to be assured that necessary actions allowed under such a State of Emergency can be undertaken on behalf of the City in the manner allowed by law.

BE IT RESOLVED, that the Newport City Council ratifies the Declaration of the Mayor of the City of Newport and declares the City of Newport in a State of Emergency for conditions resulting from the health concerns presented by COVID-19.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Newport declares a State of Emergency that will remain in effect for 30 days in accordance with State Statute.

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE: Elliott _____
 Chapdelaine _____
 Ingemann _____
 Taylor _____

Signed: _____
 Laurie Elliott, Mayor

Attest: _____
 Deb Hill, City Administrator

City of Newport, MN
Resolution No. 2021-07
A Resolution Adopting Election Polling Location For 2021

WHEREAS, Minnesota State Statute 240B.16 requires the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution are the polling places for the following calendar year, and

WHEREAS, the designation of a polling place pursuant to this section shall remain effective until a different polling place is designated for that precinct. No designation of a new or different polling place shall become effective less than 90 days prior to an election, including school district elections or referenda, and no polling place changes may occur during the period between the state primary and the state general election, except that a new polling place may be designated to replace a polling place that has become unavailable for use, and

WHEREAS, the City of Newport has only one precinct, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newport, does hereby designate the 2021 polling place to be the Newport Elementary School, 851 6th Avenue, Newport, MN, 55055.

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

| | | |
|-------|-------------|-------|
| VOTE: | Elliott | _____ |
| | Chapdelaine | _____ |
| | Ingemann | _____ |
| | Taylor | _____ |

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Newport

(Government Subscriber Name)

of 596 7th Avenue Newport, MN 55055

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

- 1.1 **Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
- 6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
- 7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Laurie Elliott

Title Mayor

Office _____

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

City of Newport, MN
Resolution No 2021-08
A Resolution Approving Master Subscriber Agreement For
Minnesota Court Data Services For Governmental Agencies

WHEREAS, the City of Newport desires to improve efficiencies through participating in a more efficient court process with the Minnesota Judicial Branch; and,

WHEREAS, the City Attorney for the City of Newport has reviewed the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies; and,

WHEREAS, as the Minnesota Judicial Branch moves towards a more efficient court process, the ECourtMN initiative is committed in ensuring that non-court governmental agencies have appropriate access to court records and documents; and,

WHEREAS, the City of Newport desires to subscribe to Minnesota Court Data Services Program as follows:

BE IT RESOLVED, that the Newport City Council approves “The Minnesota Subscriber Agreement For Minnesota Governmental Agencies and Master Subscriber Agreement Amendment.

Adopted this 7th day of January, 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE: Elliott _____
 Chapdelaine _____
 Ingemann _____
 Taylor _____

Signed: _____
 Laurie Elliott, Mayor

Attest: _____
 Deb Hill, City Administrator

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: January 7, 2020

Signature: Debra P. Hill Position: City Administrator

Recurring

| | | | | |
|-------------------|----------------------------|------------|--------------|--------------------------------|
| Paid Chk# 001529E | UNITED STATES TREASURY | 12/16/2020 | \$8,095.98 | SS, Medicare and Federal |
| Paid Chk# 001530E | FURTHER | 12/16/2020 | \$537.84 | HCSP |
| Paid Chk# 001531E | MN REVENUE | 12/16/2020 | \$1,323.79 | State taxes |
| Paid Chk# 001532E | MSRS | 12/16/2020 | \$3,476.19 | Voluntary retirement and 1 % H |
| Paid Chk# 001533E | UNUM | 12/16/2020 | \$460.95 | Life and long-term disability |
| Paid Chk# 001534E | COMCAST | 12/23/2020 | \$1,623.16 | Telephone, internet and cable |
| Paid Chk# 001535E | COMCAST | 12/23/2020 | \$323.63 | Internet, phone and cable |
| Paid Chk# 001536E | COMCAST | 12/23/2020 | \$388.66 | Telephone, internet and cable |
| Paid Chk# 001537E | COMCAST | 12/29/2020 | \$75.51 | Phone, internet and cable |
| Paid Chk# 001538E | UNITED STATES TREASURY | 12/29/2020 | \$8,592.98 | SS, Federal and Medicare |
| Paid Chk# 001539E | FURTHER | 12/29/2020 | \$43.45 | Monthly charge |
| Paid Chk# 001540E | FURTHER | 12/29/2020 | \$382.69 | HSPA |
| Paid Chk# 001541E | MN REVENUE | 12/29/2020 | \$893.55 | Water sales and use tax |
| Paid Chk# 001542E | MN REVENUE | 12/29/2020 | \$1,453.21 | State taxes |
| Paid Chk# 001543E | MSRS | 12/29/2020 | \$3,476.19 | HCSP & voluntary retirement |
| Paid Chk# 023348 | Cardmember Services | 12/17/2020 | \$1,654.92 | Credit card purchases |
| Paid Chk# 023349 | MARCO INC. | 12/17/2020 | \$290.18 | Copier contract |
| Paid Chk# 023350 | NEWPORT POST OFFICE | 12/17/2020 | \$3,200.00 | Newsletter and water billing m |
| Paid Chk# 023351 | PERA | 12/17/2020 | \$4,605.36 | Retirement |
| Paid Chk# 023352 | QUADIENT LEASING USA, INC. | 12/17/2020 | \$355.75 | Postage maching postage |
| Paid Chk# 023353 | A-1 EXCAVATING | 12/23/2020 | \$93,848.22 | 12th & 12th storm water improv |
| Paid Chk# 023354 | FITZGERALD EXCAVATING INC. | 12/23/2020 | \$52,906.48 | 10th Avenue Storm pond project |
| Paid Chk# 023355 | FRIENDS IN NEED FOOD SHELF | 12/23/2020 | \$44.73 | Lawful gambling donation |
| Paid Chk# 023356 | STONE SOUP THRIFT SHOP | 12/23/2020 | \$44.73 | Lawful gambling donation |
| Paid Chk# 023357 | DEAN SWEARINGEN | 12/23/2020 | \$210.04 | Clothing allowance |
| Paid Chk# 023358 | JILL THIESFELD | 12/23/2020 | \$31.02 | Mileage and purchase reimburse |
| Paid Chk# 023359 | VERIZON | 12/23/2020 | \$390.79 | Cell phones and hot spots |
| Paid Chk# 023360 | XCEL ENERGY | 12/23/2020 | \$8,539.44 | Natural gas and electricity |
| Paid Chk# 023361 | A-1 EXCAVATING | 12/30/2021 | \$425,993.15 | 12th & 12th Stormwater improve |
| Paid Chk# 023362 | Holstad & Knaak, PLC | 12/30/2021 | \$5,700.00 | Legal fees |
| Paid Chk# 023363 | BRANDON LEYDE | 12/30/2021 | \$239.29 | Overpayment of water utility |
| Paid Chk# 023364 | NCPERS GROUP LIFE INS. | 12/30/2021 | \$32.00 | Adtd. Life insurance |
| Paid Chk# 023365 | PERA | 12/30/2021 | \$4,856.65 | Retirement |
| Paid Chk# 023366 | SAMS CLUB DIRECT | 12/30/2020 | \$98.66 | Supplies |
| | Staff | | \$41,528.37 | |

Non-recurring

| | | | | |
|------------------|-------------------------------|----------|----------------|--------------------------------|
| Paid Chk# 023367 | ANCHOR SOLAR INVESTMENTS, LL | 1/7/2020 | \$358.02 | Solar leasing |
| Paid Chk# 023368 | BURGGRAFS ACE | 1/7/2020 | \$252.71 | Supplies |
| Paid Chk# 023369 | CINTAS | 1/7/2020 | \$1,199.80 | Uniform cleaning |
| Paid Chk# 023370 | COMPASS MINERALS AMERICA | 1/7/2020 | \$6,026.64 | Road salt |
| Paid Chk# 023371 | COMPUTER INTEGRATION TECH | 1/7/2020 | \$60.00 | Office 365 fee |
| Paid Chk# 023372 | EDS TROPHIES INC | 1/7/2020 | \$22.75 | Name tags |
| Paid Chk# 023373 | EHLERS | 1/7/2020 | \$2,560.00 | Utility rate study |
| Paid Chk# 023374 | FIRST IMPRESSION GROUP | 1/7/2020 | \$700.00 | Winter newsletter |
| Paid Chk# 023375 | GERLACH OUTDOOR POWER EQUI | 1/7/2020 | \$88.47 | Mower repair |
| Paid Chk# 023376 | GRAINGER PARTS | 1/7/2020 | \$142.25 | Shop supplies |
| Paid Chk# 023377 | H&L MESABI | 1/7/2020 | \$306.04 | Plow blades |
| Paid Chk# 023378 | JAN PRO CLEANING SYSTEMS | 1/7/2020 | \$721.00 | Cleaning services |
| Paid Chk# 023379 | LUBE TECH ESI | 1/7/2020 | \$100.00 | Used oil |
| Paid Chk# 023380 | MACQUEEN EQUIPMENT INC. | 1/7/2020 | \$253.66 | #27 Repairs |
| Paid Chk# 023381 | MCMULLEN INSPECTIONS, INC. | 1/7/2020 | \$21,304.92 | Electrical inspections |
| Paid Chk# 023382 | MENARDS - COTTAGE GROVE | 1/7/2020 | \$167.68 | Shop supplies |
| Paid Chk# 023383 | MN DEPT OF LABOR AND INDUSTR | 1/7/2020 | \$10.00 | Pressure vessle |
| Paid Chk# 023384 | NEWPORT POST OFFICE | 1/7/2020 | \$240.00 | P1 mailing permit |
| Paid Chk# 023385 | NORTHLAND TRUST SERVICES, INC | 1/7/2020 | \$113,042.50 | G.O.Bond 2011A |
| Paid Chk# 023386 | OXYGEN SERVICE CO. | 1/7/2020 | \$190.96 | Oxygen supplies |
| Paid Chk# 023387 | POLLARDWATER | 1/7/2020 | \$617.23 | Locator |
| Paid Chk# 023388 | RANGER CHEVEROLET | 1/7/2020 | \$30,303.80 | Pick up 2021 |
| Paid Chk# 023389 | SAFE-FAST, INC. | 1/7/2020 | \$284.60 | Uniform allowance |
| Paid Chk# 023390 | SOUTH SUBURBAN RENTAL, INC. | 1/7/2020 | \$74.00 | LP gas |
| Paid Chk# 023391 | SOUTH WASHINGTON COUNTY SCI | 1/7/2020 | \$20.00 | Newport sanitizing gym for ele |
| Paid Chk# 023392 | WASHINGTON CONSERVATION DIS | 1/7/2020 | \$175.00 | Quarterly billing for shared e |
| Paid Chk# 023393 | WASHINGTON CTY PUBLIC SAFETY | 1/7/2020 | \$2,900.58 | Quarter 4 radio bill |
| Paid Chk# 023394 | WATER CONSERVATION SERVICE | 1/7/2020 | \$299.28 | Leak locate |
| Paid Chk# 023395 | EHLERS | 1/7/2020 | \$753,765.63 | G.O. Bond 2013A, 2014A, 2016A& |
| Paid Chk# 023396 | MACQUEEN EQUIPMENT INC. | 1/7/2020 | \$1,400.00 | F500 encapsulating agent |
| | | | \$1,613,305.08 | |



CITY OF NEWPORT 2021 ANNUAL APPOINTMENTS

- | | |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1) MAYOR PRO TEM (Until 1/6/2022): | Kevin Chapdelaine |
| 2) OFFICIAL NEWSPAPER: | Pioneer Press |
| 3) OFFICIAL DEPOSITORIES: | MidWest One Bank |
| 4) CITY ADMINISTRATOR / CLERK / TREASURER: | Debora Hill |
| 5) CITY ATTORNEY: | Flaherty & Hood, P.A. |
| 6) PROSECUTION SERVICES | Eckberg Lammers, P.C. |
| 7) CITY AUDITOR: | Jim Eichten (MMKR) |
| 8) CITY ENGINEER: | MSA |
| 9) CITY HERITAGE PRESERVATION CONSULTANT: | Robert Vogel |
| 10) CITY PLANNING PROFESSIONAL: | Sherri Buss |
| 11) BUILDING INSPECTOR: | City of Cottage Grove |
| 12) PLUMBING/HEATING INSPECTOR: | City of Cottage Grove |
| 13) ELECTRICAL INSPECTOR: | Pat McMullen |
| 14) FIRE MARSHAL: | Steven Wiley |
| 15) WEED INSPECTOR: | Laurie Elliott |
| 16) ASST. WEED INSPECTOR: | Bruce Hanson |
| 17) CIVIL DEFENSE DIRECTOR: | Steven Wiley |
| 18) EMERGENCY MANAGEMENT DIRECTOR | Sheriff Dan Starry |
| 19) RESPONSIBLE AUTHORITY TO ADMINISTER REQUIREMENTS FOR COLLECTION, STORAGE, USE, AND DISSEMINATION OF DATA: | Travis Brierley |
| 20) COMMUNITY GARDEN VOLUNTEER MANAGER: | Marge Meconis |

Planning Memorandum

| | | | |
|-------------------|---------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| To: | Newport City Council | Reference: | Bailey Road Zoning Study— continued zoning discussion |
| Copies To: | _____ Deb Hill, City Administrator _____ Travis Brierley, Assistant to the Administrator _____ | Project No.: | N2019-0002 |
| From: | _____ Sherri Buss, City Planner | Routing: | _____ |
| Date: | _____ December 30, 2021 | | _____ |

On January 7, the new City Council will:

- Review the Bailey Road Moratorium Study Area activities to date with new Council members
- Continue its discussion of the zoning classification for the area.
- Prepare for a potential public hearing on the proposed zoning and ordinances for the study area to be scheduled at one of the Council meetings in February.

The following is a review of the City’s discussions and actions related to the zoning for the area to date. A map of the study area is attached.

1. **Prior to the adoption of the 2040 Comprehensive Plan, the Bailey Road area was included in the RE (Residential Estates).** The minimum lot size in the RE District is 2 acres, and the primary permitted use is large-lot single-family residential. However, the zoning ordinance requires that **parcels in the RE district within 100 feet of municipal sewer services be treated as R-1 (Single-family Residential District) parcels.** The R-1 district permits single-family residential uses with a minimum lot size of 7800 square feet (5 units per acre). The City adopted this policy to support the costs of extending municipal services to previously unserved areas.
2. **The City extended municipal services to the Public Works parcel in the Bailey Road Study Area when it extended services to serve Bailey Meadows.** The service extensions to the Bailey Road Study Area and Bailey Meadows area to serve development of those areas at urban densities is supported in the 2040 Comprehensive Plan and its goals to foster new growth in Newport.
3. **Land Use Goals** in the Comprehensive Plan state that the City will
 - a. **Support new housing development in the eastern portion of Newport by providing municipal sewer and water services to areas planned for urban development.** (Land use map identified the areas for service extension.)
 - b. **Provide housing and jobs to attract younger people and young families.**
 - c. **Provide “life cycle” housing opportunities** that serve empty nesters and older residents while recycling family housing to attract younger families.
 - d. **Achieve average housing densities of 5 units or more per acre in new development and redevelopment areas** to protect the City’s investment in its infrastructure.
 - e. **Protect unique natural resources** in Newport including bluff, woodlands, and natural communities.
4. Based on the extension of municipal services to the Bailey Road area and Comprehensive Plan goals, **the Planning Commission recommended that the**

eastern half of the Bailey Road Study Area be included in the R-2 district in zoning map that would implement the Comprehensive Plan. The R-2 district permits single-family, townhome, and multifamily residential development at densities between 5-20 units per acre.

5. **The City Council changed the proposed zoning map that the Planning Commission recommended and placed the entire Bailey Road Study Area in the R-2 Zoning District. The Council's map was adopted in the 2040 Comprehensive Plan.**
6. During the development of the Comprehensive Plan and after its adoption, owners of the **Libby Trust property contacted the City about conceptual options to develop** their properties, zoning requirements, and infrastructure issues.
7. The City discussed the proposed development and the **need for access to a Bailey Road, a county roadway. The County indicated that it would permit right in/right out only access to and from Bailey Road.**
8. In January 2020, the **City Council placed a 1-year moratorium on development in the Bailey Road Study Area** to consider regulations to address the steep slopes, stormwater, transportation, and other issues for future development of the area. The City recently **extended the moratorium to May 2021.**
9. The Moratorium Study process included the following actions:
 - a. **During the initial study, the Planning Commission continued to use the R-2 zoning classification** as it reviewed development regulations for the study area. It identified steep slopes and existing vegetation as primary issues for development.
 - b. The City Engineer created a **map (attached) showing the steep slopes in the area** (slopes greater than 18%). The Shoreland ordinance and proposed Bluff Area Overlay ordinance define steep slopes as those that are 18% or steeper.
 - c. The Commission created the **new Bluff Area Overlay Ordinance to protect steep slopes and existing vegetation in areas of new development**, consistent with the goals in the Comprehensive Plan to protect natural resources. (Draft attached.)
 - d. The Commission completed other updates to the zoning ordinance and the PUD ordinance that would apply in the study area. (Draft attached.)
 - e. **The Commission held a public hearing in August 2020 on the proposed development regulations for the Study Area, including the R-2 zoning classification, new Bluff Area Ordinance, and PUD ordinance.**
 - f. **After the Public Hearing, the Planning Commission recommended that the adopted zoning for the study area be changed to RE and that the Council adopt the new Bluff Area Overlay Ordinance and PUD ordinance updates.** The Commission recommended the change in the proposed zoning largely due to concerns about development on steep slopes.
 - g. Since the public hearing, the City Council and Planning Commission have continued to discuss the proposed zoning and regulations for the Bailey Road Study Area.
10. The City Council's discussions **since September 2020 have looked at several options for zoning for the Bailey Road Study Area:**
 1. **Place the entire study area in the RE (Residential Estates) zoning district.** If the area is zoned RE, the zoning ordinance would require that the City treat the Libby Trust parcel as an R-1 parcel with this option.

2. Continue to zone the area as **R-2 as adopted in the 2040 Comprehensive Plan.**
3. Zone the **entire study area as R-1.**
4. Place some or all parcels the **study area in a new R-3 (PUD) zoning district.** This could allow areas where municipal sewer and water are provided to develop with single-family and/or multifamily residential uses at densities allowed in the R-1 district or higher. It could encourage “clustering” of development in areas without steep slopes. (Included in the draft Residential Districts ordinance attached.)
5. **The Council requested that the staff create additional, stronger standards for approval of a PUD/CUP in the R-3 District.** The attached Residential Districts ordinance includes a revised version of the R-3 district standards based on that request.

At the December 3 City Council meeting, the Council took the following actions:

- Extended the development moratorium in the Bailey Road Study Area to May 2, 2021, the maximum length of time permitted by state statute.
- Determined that the Council will hold a public hearing at one of its February meetings on the proposed zoning classification and ordinance updates for the Bailey Road Study Area if it recommends a change from the R-2 zoning district that was adopted for the area in the 2040 Comprehensive Plan.

Next Steps

The Council will continue to discuss the proposed zoning for the Bailey Road Study Area at its meetings in January to prepare its recommendations for a public hearing on the proposed zoning classification and ordinances in February.

ARTICLE IV. - RESIDENTIAL AND OPEN SPACE DISTRICTS

Sec. 36-206. - Purpose.

(1) The residential and open space districts and district standards are established to carry out the intent and purposes of the Comprehensive Plan and to protect public health, safety, convenience, and public welfare.

(Code 1997, §1340.01)

Sec. 36-207. – Purpose of Zoning Districts.

- (1) *RE, Residential Estates District.* This district shall be intended for low-density single-family residential areas without public utilities and to preserve lands in their natural state or in agricultural uses pending the proper timing for the economical provision of utilities and orderly development. A lot or parcel of land located in a Residential Estates zone (RE) served by municipal sewer and water facilities shall be treated as an urban residential (R-2) parcel and shall be required to meet all requirements of the R-2 district or other urban district as determined by the City.
- (2) *R-1A, River Residential District.* This district shall be intended to provide areas for low-density single-family development along and near the Mississippi River where public utilities are available.
- (3) *R-1, Low Density Single-Family Residential District.* This district shall be intended to provide areas for low-density single-family dwelling development where public utilities are available.
- (4) *R-2, Urban Mixed Residential District.* This district shall be intended to provide areas for a variety of housing types at urban densities including single-family and multifamily residential uses in areas served by municipal sewer and water services.
- (5) *R-3, Residential PUD District.* This district shall be intended to provide for the coordinated development of land parcels for residential uses and design flexibility to achieve the goals of the city's comprehensive plan and requirements for natural resource protection.
- (5) *OS, Open Space District.* The OSP district is designed to provide areas for public parks, open spaces and public buildings and facilities. Public parks and open space may be owned or operated by the City of Newport or any other public body. All improvements within these districts must be consistent with the Newport Comprehensive Land Use Plan.

(Code 1997, § 1340.02; Ord. No. 2016-13, 12-15-2016)

Sec. 36-208. - Residential lot area, depth, width, coverage, setbacks and heights.

The following minimum requirements shall be required in all residential districts:

| | RE † | R-1A | R-1 | R-2 | <u>R-3</u> | OS |
|--------------------------------------------------|--------------------|--------------|-------------|-------------|------------|----|
| Minimum lot sizes per unit in square feet | | | | | | |
| Dwellings, single-family | Unsewered areas: 2 | 15,000 sq ft | 7,800 sq ft | 7,200 sq ft | α | NA |

| | | | | | | |
|---------------------------------------------------------------|--------------------------------------------------------------------|-------------|-----------|---------------------------------------------|---------|--------|
| | Acres (87,120 sq ft) <u>Sewered areas:</u> treated as R-1 | | | | | |
| Dwellings, duplex | — | — | — | 6,000 sq ft | α | NA |
| Dwellings, townhome or quadhome | — | — | — | 3,650 sq ft | α | NA |
| Dwellings, Multifamily | | | | 2,200 (up to 20 units per developable acre) | α | NA |
| Other uses | 2 Acres | 1 Acre | 1 Acre | 1 Acre | 1 Acre | 1 Acre |
| Minimum Lot Depth in Feet | 200 | 150 | 130 | 120 | 120 | NA |
| Minimum Lot Width in Feet Interior lot/(corner lot) | | | | | | |
| Dwellings, single-family | 160 / (200) | 100 / (120) | 60 / (75) | 50/(60) | 50/60 | NA |
| Dwellings, two family | — | — | — | 60/(80) | 60/(80) | NA |
| Dwellings, more than | — | — | — | NA | α | NA |

| | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-------------|--------------------------------------|---------------------------------------|-----------|
| two family | | | | | | |
| Other permitted uses | 160 /(200) | 100/(120) | 60/(75) | 50/(60) | α | NA |
| Minimum front yard in feet*** | 40 | 30 | 30 | 20 | 20 | 20 |
| Minimum side yard in feet* | | | | | | |
| Dwellings, single-family or two family | 20 / (40) | 10 / (30)** | 10 / (30)** | SF 5ft; 2-family or corner lot 10 ft | SF 5 ft; 2-family or corner lot 10 ft | |
| Dwellings, more than two family | — | — | — | 20 (40) | 20 (40) | NA |
| Dwellings and garages, more than two-family if adjacent to RE, R-1A or R-1 District or an existing or future arterial or collector roadway | N/A | N/A | N/A | 50 | 50 | NA |
| Garages or accessory structures***, single and 2-family | 20 / (40) | 5 / (30) | 5 / (30) | 5/(20) | 5/(20) | NA |
| Other permitted uses | 20 | 30 | 30 | 20 | 20 | 10/(30)** |
| Minimum rear yard in feet | | | | | | |
| Dwellings, single-family or two family | 50 | 30 | 30 | 25 | 25 | NA |
| Dwellings, more than two family | — | — | — | 30 | 30 | NA |

| | | | | | | |
|--------------------------------------------------------------------------|------------|------------|---------------------------------------------------------------|------------|----------------------------------------|---------|
| Garages or accessory structures** | 20 | 5 | 5 | 5 SF/30MF | 5SF/30MF | NA |
| Other uses | 50 | 40 | 40 | 25 | 25 | 25 |
| Maximum lot coverage, impervious surfaces, single family dwelling units | 20 percent | 20 percent | 35 percent (25 percent in Shoreland and MRCCA Districts ****) | 50 percent | 35 percent | NA |
| Maximum lot coverage, impervious surfaces, dwellings, more than 2 family | N/A | N/A | N/A | 60 percent | 60 percent | NA |
| Maximum building height in feet | 35 feet | 35 feet | 35 feet | 40 feet | 35 feet | 40 feet |
| Public sewer required | No | Yes | Yes | Yes | Yes for development on parcels in PUDs | No |

† A lot or parcel located in the RE District served by municipal sewer and water facilities shall be treated as a single-family residential (R-1) parcel and shall meet the requirements of the R-1 district or other urban district as directed by the City.

α A lot or parcel located in the R-3 (Residential PUD) District served by municipal sewer and water facilities may be developed as a PUD with single-family, townhome, and/or multifamily residential units. The area of the PUD occupied by the residential lots may be developed up to the maximum densities permitted in the R-2 district and an overall gross density of the PUD area up to five (5) units per acre. Areas without municipal sewer and water in the R-3 District shall comply with the RE district dimensional standards.

* Regardless of the setback standards noted in this table, the distance between a proposed foundation wall and an e-3xisting foundation wall on an adjacent lot may not be less than 15 feet.

** Side setbacks for substandard lot widths in R-1A: Ten percent of lot width (25 percent for corner lot, street side). Side setbacks for substandard lot widths in R-1: 15 percent of lot width (33 percent for corner lot, street side).

*** Minimum front setback from the right-of-way of a collector or arterial roadway is 50 feet in all districts.

**** See Shoreland Management and MRCCA district regulations § 36-328 and 36-360.

(Code 1997, § 1340.03; Ord. No. 2016-13, 12-15-2016)

Sec. 36-209. - Uses in the residential districts.

| Use * | RE | R-1A | R-1 | R-2 | R-3 | OS |
|----------------------------------------------------------------------------------------------------------------------------|-----|------|-----|------|-----|----|
| Residential Uses | | | | | | |
| Single family detached, one dwelling per lot | P | P | P | P | P | N |
| Single family detached, more than one dwelling unit per lot | N | N | N | C | PUD | N |
| Two family residences | N | N | N | C | PUD | N |
| Multi-family (eight units or fewer per building) | N | N | N | PUD* | PUD | N |
| Multi-family (eight or more units per building) | N | N | N | PUD* | PUD | N |
| Homes for handicapped or infirm including group homes or halfway houses but not containing more than six unrelated persons | P | P | P | P | P | N |
| Nursing homes | N | N | N | N | N | N |
| Assisted living, memory care and similar facilities | N | N | N | N | N | N |
| Planned unit developments (PUDs) – minimum 10-acre area required for PUDs in the R-2 and R-3 Districts | PUD | PUD | PUD | PUD | PUD | N |
| Manufactured single-family dwelling | P | P | P | P | PUD | N |

| | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|
| Mobile homes | C | N | N | N | N | N |
| Commercial and Mixed Uses | | | | | | |
| Agricultural operations and buildings, row crops, tree farming, and keeping of domestic farm animals in compliance with Code requirements | P | N | N | N | N | N |
| Churches, synagogues, temples, and associated facilities except schools | C | P | P | P | P | N |
| Commercial greenhouse operation | C | N | N | N | N | N |
| County club and golf course | C | C | C | C | C | N |
| Historic Site | P | P | P | P | P | P |
| Horseback riding, stables | I | N | N | N | N | N |
| Kennel for more than six animals | I | N | N | N | N | N |
| Live-work building | C | C | C | C | N | N |
| Medical clinics | N | N | N | C | N | N |
| Mixed-use (dwelling unit above ground floor commercial or other use) | N | N | N | C | C | N |
| Open space, public or private | C | C | C | P | P | P |
| Private athletic fields or courts | C | C | C | C | C | C |
| Public facilities including government offices, emergency facilities, public works facilities, schools, libraries, museums, art galleries, and other municipally owned or operated facilities. | C | C | C | C | C | P |
| Public utility | C | C | C | C | C | C |
| Short-term residential unit rental(s) not in owner-occupied unit(s)—further discussion) | N | N | N | N | N | N |

| Accessory Uses | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|-----|---|
| Accessory structures in accordance with §36-163 | P | P | P | P | P | P |
| Accessory renewable energy system, including ground source heat pump, solar energy system, or wind-energy system in compliance with Article X. | P | P | P | P | P | C |
| Agritourism | I | N | N | N | N | N |
| Bed and Breakfast within a single-family residence | C | C | C | C | C | N |
| Common property to a multifamily complex or a PUD | N | N | N | C | C | N |
| Day care facilities in single-family homes with 14 or fewer children being attended to | P | P | P | P | P | N |
| Day care facilities in single-family homes with more than 14 children being attended to | C | C | C | C | C | N |
| Day care facilities in multi-family buildings | N | N | N | C | C | N |
| Gazebo, arbor and play equipment in public or private areas | P | P | P | P | P | P |
| Home occupation in accordance with §36-163(c)(2) | P | P | P | P | P | N |
| Parking lot, as an accessory use | N | N | N | P | PUD | P |
| Short-term home rental within single family residence | N | N | N | N | N | N |
| Swimming pool | P | P | P | P | P | P |

P = Permitted use.

C = Permitted with a conditional use permit.

I=Permitted with an Interim Use Permit

N = Not permitted.

PUD = Permitted with a planned unit development.

* Multifamily residential uses in the R-2 District shall require a PUD and a minimum 10-acre parcel area, unless the proposed use is adjacent to an existing multifamily use.

(Ord. No. 2016-13, 12-15-2016)

Sec. 36-210. - Credits and allowances for multiple dwellings.

The following lot area credits and allowances shall be applied for multiple dwellings in the R-2, R-3, and Mixed Use districts but in no event shall the minimum lot area with allowances be less than 3,000 square feet per dwelling unit in the R-2 district based on the following schedule:

- (1) For each parking space provided within or beneath a principal structure, subtract 300 square feet; or if $\frac{1}{3}$ or more of the required parking spaces is in a covered or underground parking structure the city may grant a density bonus of ten percent;
- (2) If the site upon which the multiple dwelling is being constructed is adjacent to a site zoned for a commercial use, subtract 300 square feet;
- (3) If the adjacent site is zoned R-1 or R-1A, add 300 square feet per unit for that portion of the multiple dwelling site within 150 feet of the R-1 or R-1A district;
- (4) If the total lot coverage is less than 20 percent, subtract 150 square feet per unit;
- (5) For each unit containing bedrooms in excess of two, add 300 square feet.

(Code 1997, § 1340.05; Ord. No. 2016-13, 12-15-2016)

Sec. 36-211. - Additional requirements for residential development in the R-2 district.

- (a) All multi-family residential development in the R-2 district shall utilize the planned unit development (PUD) process in accordance with section 36-259, and planned unit developments (PUDs) shall be a minimum 10 acres in size (based on the gross developable area of the parcel(s), which is defined as the total area of the parcel(s) excluding existing public streets or highways).
- (b) Residential development densities in the R-2 district shall be a minimum of 4 units per acre and a maximum of 14 units per acre, net density. (Net density is based on the total land area of the development site excluding wetlands, parks, existing public streets or highways, other land that will remain permanently undeveloped, but including newly-platted streets).

Sec. 36-212 Requirements for development in the R-3 (Residential PUD) district.

- (a) Purpose. The purpose of the Residential Planned Unit Development (PUD) district is to provide opportunities for creative development and design flexibility by allowing modification of lot and building area, width, setback, and other dimensional requirements within PUDs that are located in areas served by municipal sewer and water services.
- (b) Procedures. A PUD may be authorized on land in the Residential PUD district only upon issuance of a conditional use permit (CUP) following the procedural requirements in Article VI (Planned Unit Developments), sections 36-259 – 36-267 and the procedure and application requirements of Article II (Subdivisions). The approval of a PUD/CUP in the Bluffland Overlay Area shall be subject to the requirements in Division 5 (Bluffland Area Overlay District).
- (c) Uses. The uses allowed in a PUD shall be limited to residential uses and accessory uses consistent with this section and those uses identified in the concept plan for the PUD and the conditional use permit for the PUD.

- (d) Standards. The standards for approval of a PUD/CUP in the Residential PUD District shall include the standards in Article VII, the standards for CUPs (section 36-45) and the following
- a. The area of land to be included in a PUD shall be in uniform control of the applicant.
 - b. A PUD shall be designed to form a desirable unified environment within its proposed boundaries, including uniform design elements, landscaping, lighting, and signage.
 - c. A PUD shall not cause undesirable impacts on adjacent lands and land uses. The developer shall demonstrate to the satisfaction of the city that the uses within the PUD shall be compatible with uses on adjacent lands and shall not create additional noise, traffic, stormwater runoff, erosion, or other negative impacts to adjacent lands.
 - d. The applicant shall demonstrate that a proposed PUD shall be served by adequate transportation, water, sanitary sewer, and drainage systems.
 - i. The applicant for a PUD and its engineer shall complete and provide to the city and to Washington County a detailed traffic study showing the traffic generated by the proposed development in each phase and at full development and shall show the proposed traffic routes in and out of the PUD. The study shall identify impacts to existing and proposed roadways and identify any roadway improvements and traffic controls needed to accommodate the development. The traffic study must demonstrate that the traffic generated by the PUD will not adversely affect the local transportation system and that it shall provide for safe ingress and egress for vehicles including emergency services.
 - ii. The applicant shall coordinate the traffic study analysis with the City Engineer and Washington County, and shall provide evidence that the City and County concur with the study and any proposed roadway and traffic control improvements to accommodate the proposed development.
 - e. Stormwater and steep slopes
 - i. The applicant for a PUD shall provide detailed plans that meet the requirements of Section 28-64 of the Subdivision Regulations, including the required Grading and Erosion Control plans and utility plans in Sections 28-64 (g) and (h), and the plans shall meet the application requirements of a site plan for the Bluffland Area Overlay District, Section 36-433. The applicant shall demonstrate that the plans will not create storm water, erosion, utility or water supply impacts that adversely affect surrounding properties or the city.
 - ii. The City shall require the plans for grading, erosion, and stormwater facilities to meet the site plan approval standards of the Bluffland Area Overland District, Section 36-433 (d).
 - f. A PUD shall not adversely affect existing or proposed parks, schools, or other public facilities. The developer shall provide plans for parks and trails that meet the requirements of the City's Subdivision Regulations and shall show that the capacity of local schools and other public facilities is adequate to serve the residents of the proposed PUD.

- g. The council may establish varied and reasonable lot area, frontage, side yard, and setback requirements for a PUD and may authorize a density which it determines to be appropriate under the circumstances. Any permitted density shall be consistent with the city's comprehensive plan and shall not adversely affect the public health, safety, and welfare.
- h. More than one principal building may be constructed on a lot within a PUD if authorized by the council.

(Ord. No. 2016-13, 12-15-2016)

Secs. 36-212—36-225. - Reserved.

ARTICLE VI. - PLANNED UNIT DEVELOPMENTS

Sec. 36-259. - Purpose and intent.

This section applies to planned unit development conditional use permits. A planned unit development (PUD) is a tract of land developed as a unit under single or unified ownership or control, and which generally includes two or more principal buildings or uses, but may consist of one building containing a combination of principal and supportive uses. The planned unit development (PUD) process is an approach to development that provides a comprehensive procedure intended to allow greater flexibility in the zoning process than would be possible under conventional district standards. A PUD may allow modifications to zoning and subdivision requirements such as lot size and dimensions, rights-of-way and street widths, housing types and building setbacks, as well as allow zero-lot line development. The goals of the PUD may include the following:

- (1) To meet the goals and policies of the comprehensive plan while preserving the health, safety, and welfare of city residents;
- (2) To encourage creative and efficient development of land and its improvements that is not possible under strict application of zoning and subdivision requirements;
- (3) To allow for the potential mixture of compatible uses in an integrated and well-planned area;
- (4) To facilitate the economical and efficient provision of streets and public utilities, prevent development that would burden the existing tax base or occur in areas without adequate public improvements, and preserve natural features and desirable site characteristics;
- (5) To permit developments that are compatible with established and proposed surrounding land uses and provide benefits to the city and to the general public to justify any necessary exceptions to the zoning and subdivision ordinances.

(Code 1997, § 1360.01; Ord. No. 2016-13, 12-15-2016)

Sec. 36-260. - Allowed uses.

~~(a) (a)~~ *General.* Uses within the PUD may include only those uses associated with the general land use category shown for the property on the official comprehensive land use plan and within the underlying zoning district or districts, unless the City approves other uses and they are specifically listed in the PUD conditional use permit or conditions of approval. The uses in PUDs approved in the RE, R1-A and R-1 districts shall not permit multi-family residential uses. The PUD development plan shall identify all the proposed land uses and those uses shall become permitted uses with the approval of the development plan. Any change in the uses presented in the development plan shall be considered an amendment to the PUD and shall follow the procedures specified sections 36-263 and 36-265, as applicable.

The minimum area for a PUD shall generally be 10 acres in all zoning districts. The City may permit a smaller PUD area in order to meet the goals of the Comprehensive Plan.

Multi-family residential uses in the R-2 and R-3 Districts shall require a PUD and a minimum area of 10 acres unless the proposed development is adjacent to an existing multifamily residential use.

(b) *Density.*

- (1) In any PUD the maximum number of dwelling units allowed shall not exceed the base density identified in the land use districts in the comprehensive plan, except that density bonuses and density transfers consistent with the comprehensive plan and any adopted city policies may be granted if the proposed project meets certain objectives of the city as identified in the

comprehensive plan. These objectives include, but are not limited to meeting lifecycle or other identified housing needs, sustainability, and natural resource protection.

- (2) Density bonuses and transfers within the PUD may be allowed provided the project area is at least 40 acres in size; however, this area requirement may be reduced to a minimum of five (5) acres for any Major Subdivision within the MRCCA District or Bluffland Overlay District when the project provides for the dedication of needed public infrastructure or protection of natural resources and permanent open space dedication.
- (3) If the property involved in the PUD includes land in more than one zoning district, the number of dwelling units or the square footage of commercial, industrial or institutional uses in the PUD shall be proportional to the amount that would be allowed separately on the parcels located in each of the underlying zoning districts.

(Code 1997, § 1360.02; Ord. No. 2016-13, 12-15-2016)

Sec. 36-261. - Required standards.

- (a) The city shall consider the proposed PUD from the point of view of all standards and purposes of the comprehensive land use plan to achieve:
 - (1) Coordination between the proposed development and surrounding land uses;
 - (2) The protection and conservation of woodlands, wetlands, blufflands, and primary conservation areas within the Mississippi River Corridor;
 - (3) The potential for more efficient use of land, energy, infrastructure, and natural resources, protection of water resources and conservation of natural resources.
 - (4) The protection of health, safety, and welfare of the community and residents of the PUD;
 - (5) Benefit to the city and the public interest.
- (b) To these ends, the city council shall consider the location and compatibility of buildings, parking areas and other features with respect to the topography of the area and existing natural features; the efficiency, adequacy and safety of the proposed layout of internal streets and driveways; the adequacy and location of green areas; the adequacy, location and screening of parking areas; and such other matters as the council may find to have a material bearing upon the stated standards and objectives of the comprehensive land use plan.

(Code 1997, § 1360.03; Ord. No. 2016-13, 12-15-2016)

Sec. 36-262. - Coordination with subdivision regulations and preliminary plat.

If the PUD requires the subdivision of land and platting, subdivision review under the subdivision regulations shall be carried out simultaneously with the review of the PUD conditional use permit. The applicant shall submit the application materials and plans required under this Section in a form that shall satisfy the requirements of the chapter 28, subdivisions, for the preliminary and final plat. For purpose of administrative simplification, the public hearings required for the PUD conditional use permit, preliminary plat, and any potential rezoning of property may be combined into one hearing or may be held concurrently.

(Code 1997, § 1360.04; Ord. No. 2016-13, 12-15-2016)

Sec. 36-263. - Revisions and changes.

- (a) *Minor changes.* Minor changes in the location, placement and dimensions of structures or of outdoor use areas, or in the size and configuration of dwelling units, may be authorized by the zoning administrator, if requested by the applicant, because of engineering or other circumstances not foreseen at the time the final plan was approved and filed with the zoning administrator.
- (b) *Significant changes.* If there are changes proposed to the PUD after it has been approved and filed which, in the opinion of the zoning administrator are significant, such changes shall only be allowed after approval by the city council following a public hearing and recommendation from the planning commission. This includes changes in the uses themselves, significant changes in the location, size, or height of structures, any significant rearrangement of lots, blocks and building tracts, changes in the provision of common open spaces, and all other changes to the approved final development plan deemed significant by the zoning administrator. Any changes shall be recorded as amendments to the recorded copy of the final development plan.
- (c) *Other restrictions.* The provisions of this chapter applicable to the original zoning district or districts within which the planned unit development is established shall apply to the PUD except as otherwise provided for in approval of the final plan.
- (d) *Rezoning.* If substantial development has not occurred within a reasonable period of time after approval of the PUD, the city council may instruct the planning commission to initiate rezoning to the original zoning district. It shall not be necessary for the city council to find that the rezoning was in error.

(Code 1997, § 1360.05; Ord. No. 2016-13, 12-15-2016)

Sec. 36-264. - Phasing and guarantee of performance.

- (a) *Development schedule.* The planning commission shall compare the actual development accomplished in the various PUD zones with the approved development schedule.
- (b) *Extension of time.* Upon recommendation of the planning commission and for good cause shown by the property owner, the council may extend the limits of the development schedule.
- (c) *Role of construction.* The construction and provision of all of the common open space and public and recreational facilities which are shown on the final development plan shall proceed at the same rate as the construction of dwelling units, if any. The zoning administrator shall review all of the building permits issued for the PUD and examine the construction which has taken place on the site. If he or she finds that the rate of construction of dwelling units is greater than the rate at which common open spaces and public and recreational facilities have been constructed and provided, he or she shall forward this information to the council for action.
- (d) *Financial guarantee.* Subsequent to the execution of the development agreement but prior to the release of a signed final plat mylar for recording, the applicant shall provide the city with a financial guarantee in the form of a letter of credit or performance bond to guarantee performance by the developer. The city shall stipulate the amount of this guarantee and the specific elements of the development program that it is intended to guarantee in the development agreement

(Code 1997, § 1360.06; Ord. No. 2016-13, 12-15-2016)

Sec. 36-265. - Control of the planned unit development after completion.

- (a) *Controlling plan.* After the certificate of occupancy has been issued, the use of the land and the construction, modification or alteration of any buildings or structures within the PUD shall be governed by the final development plan.
- (b) *Changes.* After the certificate of occupancy has been issued, no changes shall be made in the approved final development plan except upon application as provided below:

- (1) Any minor extensions, alterations or modifications of existing buildings or structures may be authorized by the zoning administrator if they shall be consistent with the purposes and intent of the final plan. No change authorized by this section may increase the cubic volume of any building or structure by more than ten percent.
- (2) Any building or structure that is totally or substantially destroyed may be reconstructed only in compliance with the final development plan unless an amendment to the final development plan is approved under this section.
- (3) Changes in the use of the common open space may be authorized by an amendment to the final development plan under this section.
- (4) Any other changes in the final development plan shall be authorized by an amendment of the final development plan as provided for in section 36-47, abandonment of conditional use or variance.

(Code 1997, § 1360.07; Ord. No. 2016-13, 12-15-2016)

Sec. 36-266. - Procedures for processing a planned unit development application.

There may be four stages in the PUD process: pre-application meeting, concept plan, preliminary plan, and final plan, as described below. The application shall not be considered complete until the final plan has been filed.

- (1) *Pre-application meeting*-. Prior to filing an application for a PUD, the applicant shall meet with the zoning administrator to discuss the proposed project relative to community development objectives for the area and to learn the procedural steps and submittals required. This includes the procedural steps for a conditional use permit and a preliminary plat. The applicant may submit a simple sketch plan at this stage for informal review and discussion. The applicant is urged to seek the advice and assistance of city staff during the meeting.
- (2) *Concept plan*.
 - a. Purpose. The applicant shall present a concept plan to the zoning administrator, and at the discretion of the zoning administrator, to the ~~planning commission~~City's staff and consultants. The concept plan may be presented at the pre-application meeting. The concept plan provides an opportunity for the applicant to submit a plan to the city showing the basic intent and the general nature of the entire development without incurring substantial cost. The process is also intended to allow the city to identify potential issues and concerns at an early stage of development. Any opinions or comments provided on the concept plan shall be considered advisory only and cannot be construed as approval or denial of the proposed plat.
 - b. Concept plan application. The concept plan submittal shall include an application with a written summary of the proposal on an official application form. The applicant's signature shall be provided on the application form. Additionally, if the applicant is not the fee owner of the property, the fee owner's signature shall also be provided on the application form, or the applicant shall provide separate written and signed authorization for the application from the fee owner. The application shall be accompanied by a fee as set forth by the city's adopted fee schedule and the following:
 1. General location map showing the site in relation to the surrounding area and important elements, including major roadways, public facilities, and proposed land uses with approximate types and intensities of development.
 2. Written narrative addressing proposed uses, housing types, density, public or private amenities, parks and open space, and the experience and financial capacity of the proposed developers. The narrative should address how the city's values, as identified

in the comprehensive plan, are incorporated into the design of the overall development.

3. General location of streets, sidewalks, trails or other rights-of-way and significant easements.
 4. General location and extent of wetlands, natural areas, and public and common open space.
 5. General staging and time schedule of the development.
 6. Other special criteria for the development.
- c. The zoning administrator shall refer the concept plan to the appropriate staff and consultants for review and preparation of informal comments on the concept plan and shall schedule a review of the concept plan at a planning commission meeting including a public hearing. ~~If review by the planning commission has been requested by the applicant or by the zoning administrator,~~ the zoning administrator shall provide public notice of the meeting at which the planning commission will review the concept plan. The zoning administrator may also refer the concept plan to other city advisory commissions or the city council at his or her discretion.
- d. The planning commission shall hold the public hearing and review the concept plan with the project proposer and provide comments on the concept plan. The planning commission shall have the prerogative and authority to refer the concept plan to the city council for discussion, review, and informal comment. The planning commission and/or city council will take no formal or informal action at this stage of review and discussion that occurs at this stage cannot be construed as approval or denial of the proposed plat.
- (3) *PUD conditional use permit.*
- a. *Application Procedure.* An applicant shall make an application for a PUD conditional use permit following the procedural steps as set forth in section 36-45, conditional use permit. In addition to the requirements in 36-45 (c), the following exhibits and written narratives shall be submitted to the zoning administrator by the proposed developer as a part of the application for a PUD conditional use permit:
1. Preliminary plat information required by section 28-63.
 2. General information.
 - i. The landowner's name and address and his or her interest in the subject property.
 - ii. The applicant's name and address if different from the landowner.
 - iii. The names and addresses of all professional consultants who have contributed to the development of the PUD plan being submitted, including attorney, land planner, engineer and surveyor.
 - iv. Evidence that the applicant has sufficient control over the subject property to effectuate the proposed PUD, including a statement of all legal, beneficial, tenancy and contractual interests held in or affecting the subject property and including an up-to-date certified abstract of title or registered property report, and such other evidence as the city attorney may require to show the status of title or control of the subject property.
 3. Present status:
 - i. The address and legal description of the property.
 - ii. The existing zoning classification and present use of the subject property and all lands within 500 feet of the property.

- iii. A map depicting the existing development of the property and all land within 500 feet thereof and indicating the location of existing streets, property lines, easements, water mains and storm and sanitary sewers, with invert elevations on and within 100 feet of the property.
- iv. Existing site conditions: Maps or plans showing the existing site conditions at a scale of one (1) inch equals 100 feet (1" = 100').
 - A. Contours; minimum two-foot intervals.
 - B. Location, type, and extent of tree cover.
 - C. Slope analysis.
 - D. Location and extent of water bodies, wetlands and streams and flood plains within 300 feet of the property.
 - E. Significant rock outcroppings.
 - F. Existing drainage patterns.
 - G. Vistas and significant views.
 - H. Soil conditions as they affect development.

All of the graphics should be the same scale as the final plan to allow easy cross reference. The use of overlays shall be recommended for clear reference.

4. Proposed development.

- i. A written statement generally describing the proposed PUD and the market which it is intended to serve and its demand showing its relationship to the city's comprehensive plan and how the proposed PUD shall be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of the city. The statement shall include an explanation of the character of the planned development and the manner in which it has been planned to take advantage of the PUD regulations, including a list of all proposed deviations from the standard zoning regulations and an explanation as to why these deviations provide a public benefit.
- ii. Schematic drawing of the proposed development concept including but not limited to the general location of major circulation elements (roadways, trails, sidewalks), public and common open space, residential and other land uses.
- iii. A statement of the estimated total number of dwelling units proposed for the PUD and a tabulation of the proposed approximate allocations of land use expressed in acres and as a percent of the total project area, which shall include at least the following:
 - A. Area devoted to residential uses.
 - B. Area devoted to residential use by building type.
 - C. Area devoted to common open space.
 - D. Area devoted to public open space.
 - E. Approximate area devoted to streets.
 - F. Approximate area devoted to, and number of, off-street parking and loading spaces and related access.
 - G. Approximate area, and floor area, devoted to commercial, industrial, office or other use.

- iv. When the PUD is to be constructed in stages during a period of time extending beyond a single construction season, a schedule for the development of the stages or units shall be submitted stating the approximate beginning and completion date for each stage or unit and the proportion of the total PUD public or common open space and dwelling units to be provided or constructed during each stage and overall chronology of development to be followed from stage to stage.
 - v. When the proposed PUD includes provisions for public or common open space or service facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or service facilities.
 - vi. Any restrictive covenants that are to be recorded with respect to property included in the proposed PUD.
 - vii. Schematic utilities plans indicating placement of water, sanitary and storm sewers.
 - viii. The zoning administrator, at his or her discretion, may excuse an applicant from submitting any specific item of information or document required in this stage which it finds to be unnecessary to the consideration of the specific proposal.
 - ix. The zoning administrator, at his or her discretion, may require the submission of any additional information or documentation which it may find necessary or appropriate to full consideration of the proposed PUD.
5. Final plan stage. Final plan submissions should depict and outline the proposed implementation of the preliminary plan stage for the PUD. Information from the preliminary plan stage may be included for background and to provide a basis for the submitted plan. The final plan submissions shall include at least the following:
- i. An accurate legal description of the entire area within the PUD for which final development plan approval is sought.
 - ii. A tabulation indicating the number of residential dwelling units and expected population.
 - iii. A tabulation indicating the gross square footage, if any, of commercial and industrial floor space by type of activity (e.g. drug store, dry cleaning, supermarket).
 - iv. Preliminary architectural "typical" plans indicating use, floor, plan, elevations and exterior wall finishes of proposed buildings.
 - v. A detailed site plan, suitable for recording, showing the physical layout, design and purpose of all streets, easements, rights of way, utility lines and facilities, lots, block, public and common open space, general landscaping plan, structure, including mobile homes, and uses.
 - vi. Preliminary grading and site alteration plan illustrating changes to existing topography and natural site vegetation. The plan should clearly reflect the site treatment and its conformance with the approved concept plan.
 - vii. Soil erosion control plan acceptable to watershed districts, department of natural resources, soil conservation service, or any other agency with review authority clearly illustrating erosion control measures to be used during construction and as permanent measures.
 - viii. A final plat and information required by the city subdivision regulations in this Code.

b. *Schedule.*

1. After the concept plan review, the applicant shall file the PUD conditional use permit application and preliminary plat, together with all supporting data.
2. The planning commission shall hold a public hearing on the PUD conditional use permit and preliminary plat [application](#).
3. The planning commission shall conduct the hearing and report its findings and make recommendations to the city council. Notice of the hearing shall consist of a legal property description, description of request, and be published in the official newspaper at least ten days prior to the hearing and written notification of the hearing shall be mailed at least ten days prior thereto to owners of land within 500 feet of the boundary of the property in question.
4. The city may request additional information from the applicant concerning operational factors, such as traffic, drainage, utilities, etc., or retain expert testimony at the expense of the applicant concerning operational factors.
5. The council may hold a public hearing after the receipt of the report and recommendations from the planning commission. Upon receipt of the commission's recommendation, or within 60 days after receipt of the completed application, the city council may proceed without the report. The council may approve the PUD preliminary plan and attach such conditions as it shall deem reasonable.
6. Following PUD preliminary plan approval, if given, the applicant shall submit the final plan application and final plat. The application shall proceed and be acted upon in accordance with zoning district changes. If appropriate because of the limited scale of the proposal and at the discretion of the zoning administrator, the preliminary plan and final plan stages may proceed simultaneously. The city shall complete a development agreement with the applicant that includes the approved conditions, schedule, and other information deemed appropriate by the city.

(Code 1997, § 1360.08; Ord. No. 2016-13, 12-15-2016)

Sec. 36-267. - Findings.

- (a) In addition to the criteria and standards set forth in section 36-45 for the granting of conditional use permits and section 36-261, the following additional findings shall be made before the approval of the PUD conditional use permit:
 - (1) The proposed PUD is designed to form a desirable and unified environmental within its own boundaries.
 - (2) The PUD is consistent with the planned and efficient provision of public improvements and would not burden the existing tax base or create development in areas without adequate infrastructure or public facilities.
 - (3) The PUD can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. The proposed uses will not be detrimental to potential surrounding uses.
 - (4) The tract under consideration is under single ownership or control.
 - (5) The PUD plan provides for the creation, preservation, or restoration of natural resources such as valuable habitat, lakes, streams, shorelands, floodplains, woodlands, steep slopes, and similar areas.
 - (6) Each phase of the development, as it is proposed to be completed, is of sufficient size, composition, and arrangement that its construction, marketing, and operation are feasible as a complete unit, and that provision and construction of dwelling units and common open space are balanced and coordinated.

- (7) Any common elements proposed as part of the PUD are appropriate for the scale, location, shape, size, density, and topography of the development and must be suitably improved for the intended use(s) except that significant natural features may be preserved or restored.
- (8) The project area is at least ten (10) acres in size unless the applicant can show that a PUD of less acreage meets the standards and purposes of the comprehensive plan, that the proposal better adapts itself to the site and with the surrounding land uses than could be developed using strict standards within the underlying zoning district.

(Ord. No. 2016-13, 12-15-2016)

Secs. 36-268—36-295. - Reserved.

DIVISION 5. - BLUFFLAND AREA OVERLAY DISTRICT/BLUFF AND STEEP SLOPE REGULATIONS

Sec. 36-428. - Purpose and intent.

The purpose of this division shall be to preserve the natural resources within the city including bluffs, steep slopes and associated natural vegetation and protect them from adverse effects by regulating developments that may have potential adverse and irreversible impacts on such resources.

(Code 1997, § 1370.06(2))

Sec. 36-429. - District boundaries and scope.

This overlay district shall apply to those areas that are located east of State Highway 61 which lie above the indicated sea level elevations identified below, based on USGS datum. The areas are identified on the city's zoning map. The requirements of this division shall be in addition to all requirements in the underlying zoning district.

- (1) Elevation 750 from the northerly municipal boundary to Ford Avenue and
- (2) Elevation 800 south of Ford Avenue to the southerly municipal boundary.

The areas of bluffs, steep slopes and natural vegetation in the City that are located east of State Highway 61 shall be governed by the Shoreland Management District and the Critical Area (MRCCA) Overlay District ordinance, Divisions II and III of this code.

(Code 1997, § 1370.06(3))

Sec. 36-430. - Definitions.

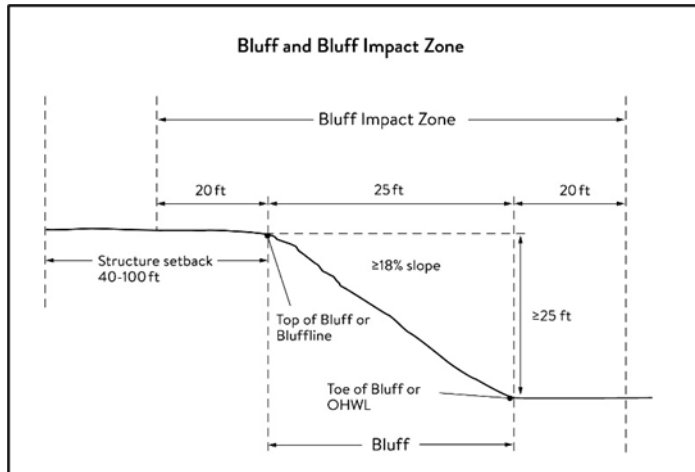
The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bluff means a natural topographic feature having a slope that rises at least twenty-five (25) feet and the grade of the slope averages eighteen (18) percent or greater, measured over a horizontal distance of twenty-five (25) feet.

Bluff impact zone means a bluff and land located within 20 feet of the top of the bluff.

Bluff, Toe of means a line along the bottom of a bluff, requiring field verification, such that the slope above the line exceeds eighteen (18) percent and the slope below the line is eighteen (18) percent or less, measured over a horizontal distance of twenty-five (25) feet.

Bluff, Top of means a line along the top of a bluff, requiring field verification, such that the slope below the line exceeds eighteen (18) percent and the slope above the line is eighteen (18) percent or less, measured over a horizontal distance of twenty-five (25) feet.



Crown cover means the ratio between the amount of land shaded by the vertical protection of the branches and foliage area of standing trees to the total area of land, usually expressed as a percentage.

Density bonus means an increase in the density of housing units over the otherwise maximum allowable residential density in a zoning district that is specified in the zoning ordinance.

Dimensional requirement means minimum and maximum setbacks, yard requirements, or structure height or size restriction as set in this chapter for the underlying zoning district.

Erosion means the general process by which soils are removed by flowing surface or sub-surface water or wind.

Retaining wall means a structure utilized to hold a slope in a position which it would not naturally retain.

Sediment means suspended matter carried by water, sewage, or other liquids.

Significant tree means a healthy tree measuring a minimum of six (6) inches in diameter for hardwood deciduous trees or eight (8) inches in diameter for coniferous (evergreen) trees or twelve (12) inches in diameter for "common" deciduous tree species including aspen, box elder, cottonwood, elm, locust, poplar, silver maple, and willow species.

Significant woodland means a treed area of at least 15,000 square feet which includes significant trees, or a treed area located on a slope or bluff with a slope of eighteen (18) percent or more.

Slope means the inclination of the natural surface of the land from the horizontal.

Steep slope means a natural topographic feature with an average slope of eighteen (18) percent or more, measured over a horizontal distance equal to or greater than fifty (50) feet, and any slopes greater than nineteen (19) percent that are not bluffs.

Structure means anything manufactured, constructed, or erected which is normally attached to or positioned on land including portable structures.

Terrace means a relatively level area bordered on one or more sides by a retaining wall.

Tree means any woody plant that has at least one trunk whose diameter at four feet above ground is four inches or greater.

Vegetation means all plant growth, especially trees, shrubs, forbs, and grasses.

Wetland has the meaning given under Minnesota Statutes, section [103G.005](#).

Sec. 36-431. – Slope requirements

(a) *Applicability.* The city shall require that applicants for building permits, subdivisions, Planned Unit Developments and other permits for development within the Bluff Area Overlay District shall submit site plans, prepared and approved in accordance with the provisions of this division, to assist the city in the review of the applications for building and zoning permits, and to assure compliance with all applicable requirements of this division. No building permit, zoning approval or subdivision approval permit or certificate shall be issued for any action located in an area covered by this division until site planning approval has been obtained in strict conformance with the provisions of this division.

(1) *Building permit applications.* Building permit applications for new structures on parcels with any slopes of twelve (12) percent or greater in the Bluffland Overlay District must include a site plan and related drawings identified in this section (drawn at a scale suitable for review) that includes the following:

- a. Drawings shall include the address and legal description of the parcel, the name and contact information for the owner and applicant (if different from the owner), the scale of the drawing, a north arrow, signature of the producer of the drawing, and the date when the drawing was created.
- b. A drawing showing the existing topography of the parcel with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two (2) feet. The topography map shall also clearly identify any bluffs and steep slopes, the top and toe of bluffs and slopes, all streams, including intermittent streams and swales, water bodies, and wetlands on the site.
- d. A drawing showing the proposed buildings, driveway, all paved areas and other improvements and the proposed finished grading shown at contours at the same interval as provided in item b. above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features.
- e. A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size, and description of all existing vegetation including significant trees and woodlands, clearly delineating any vegetation proposed for removal and clearly delineating and describing all proposed landscape materials which will be added to the site as part of the development.
- f. An existing drainage plan of the site delineating in which direction and at what rate stormwater is conveyed from the site and identifying areas of the unaltered site where stormwater collects and is infiltrated into the ground.
- g. A proposed stormwater management plan of the developed site delineating in which direction and at what rate stormwater will be conveyed from the site and showing proposed stormwater management areas and methods that meet city requirements.
- i. An erosion and sedimentation control plan indicating the type, location, and control measures that meets the city's current requirements.
- p. Any other information pertinent to the proposed development which in the opinion of the building inspector, city engineer, or applicant shall be necessary or helpful for the review of the project.

(2) *Subdivisions approvals.* Applications for the approval of subdivisions within the overlay district and MRCCA Overlay District shall include the required site plans, topographic, grading, and stormwater management submittals that are identified for such applications in Chapter 28 (Subdivisions) and Division II (MRCCA District) of this code.

(3) *Planned Unit Developments (PUDs)*. PUDs are permitted in areas with bluffs and steep slopes and shall follow the procedures and requirements of Article VI (PUDs) and Chapter 28 (Subdivisions) of this code.

(4) *Density bonuses*. The City may approve density bonuses with a PUD when they meet the objectives and requirements of this section and Article VI to protect and preserve bluffs, steep slopes, native vegetation, natural resources, views of the bluffs area, and open space.

The city shall determine the amount and location of the density bonus permitted for each PUD based on site conditions, zoning standards, and potential impacts to the site and surrounding areas. The maximum density bonus for a PUD shall be twenty (20) percent for single-family units.

All calculations for density bonuses resulting in fractional numbers shall be rounded up to the next whole number.

(5) *Site plan review procedure*. Site plans meeting the requirements of this chapter shall be submitted to the City. City staff shall review and approve building permit applications. The Planning Commission and City Council shall review Subdivision and Planned Unit Development applications as required by this code.

- a. Approval of a site plan submitted under the provisions of this division shall expire one year after the date of approval unless construction has commenced in accordance with the approved site plan.
- b. Should construction not be commenced within one year of approval of the site plan, the approval shall become void. However, if prior to the date established for expiration of the permit, the permittee makes a written request to the city for an extension of time to commence construction setting forth the reasons for the requested extension, the city council may grant one extension of not greater than one single year.
- c. Any request for an extension shall be acknowledged within fifteen (15) days and a decision made in that regard within thirty (30) days of receipt by the City.
- d. Any site plan may be revised in the same manner as originally approved.

(6) *Structure placement and setbacks*

- a. No structure may be located on a bluff or bluff impact zone. No land alteration may occur on a bluff or bluff impact zone.
- b. Structures (including fences that require a building permit) shall be setback a minimum of thirty (30) feet from slopes of eighteen (18) percent or more.
- c. *Exceptions*. Construction of structures, impervious surface, land alteration, vegetation removal or other construction activities are allowed within the thirty (30) foot structure setback or on steep slopes if:
 1. The owner or applicant for a building or zoning permit for new development can demonstrate that the development can be accomplished without increasing erosion or storm water runoff and the plans are approved by the City Engineer.
 2. The soil types and geology are suitable for the proposed development.
 3. The erosion control activities are approved by the city.
 4. Vegetation is managed according to the requirements of this division.
 5. The activities are limited to the repair and maintenance of existing buildings and facilities.

6. Decks and at-grade patios may encroach into the required setbacks from the steep slopes without a variance provided that:

- i. The location of the deck or patio does not exceed 15 percent of the required structure setback.
 - ii. The area of the deck or patio that extends into the required setback area occupies no more than 25 percent of the total area between the required setback and the 15 percent using the formula: [required setback depth (feet) x 0.15 x lot width (feet) = maximum total area].
 - iii. The deck or patio does not extend onto the steep slope or bluff impact zone.
- d. All roads and paved surfaces must be set back a minimum of twenty (20) feet from the top of the slopes greater than twenty-four (24) percent.
 - e. The maximum street grade shall be ten (10) percent, or if approved by the city engineer, some street sections may have a maximum grade up to fifteen (15) percent over a distance of four hundred (400) feet. No driveways shall be permitted on streets with grades that exceed ten (10) percent.
 - f. The maximum driveway grade shall be ten (10) percent. Driveway grades that exceed ten (10) percent may be considered on an individual basis and shall be approved by the City Engineer.
 - g. Structures located in slopes greater than twenty-four (24) percent in commercial districts require a conditional use permit.

(7) Conditions of land alteration permit approval.

- a. The site plan shall meet the requirements of the city and watershed district standards for stormwater management and erosion and sediment control.
- b. The temporary and permanent erosion and sediment control measures shall be included to retain sediment onsite consistent with best management practices in the Minnesota Pollution Control Agency's most recent Minnesota Stormwater Manual.
- c. Natural site topography, soil, and vegetation conditions shall be used to control runoff and reduce erosion and sedimentation.
- d. Construction activity shall be phased when possible.
- e. Erosion and sediment controls shall be installed before starting any land disturbance activity.
- f. Erosion and sediment controls shall be maintained to ensure effective operation.
- g. The proposed work shall be consistent with the vegetation standards in this division.
- h. All structures other than buildings and roadway surfaces, but including retaining walls shall meet the following design requirements:
 1. Retaining walls or terrace contours shall not exceed five (5) feet high;

2. Construction shall be of native stone, wood, cast in place concrete or another material approved by the city.
 - i. Any lift stations required to service the slope development with local sewer systems shall be designed in accordance with local design standards and approved by the city engineer. The applicant shall furnish a satisfactory arrangement or agreement by which the cost of maintenance and operation of the lift station are borne by those serviced by the facility.
 - j. Erosion protection measures shall make maximum use of natural in-place vegetation rather than the placing of new vegetation on site as erosion control facilities. The use of natural erosion control devices shall be preferred to the maximum extent over the construction of artificial drainage devices including culverts, holding ponds, and ditches.
 - k. A site plan may be approved subject to compliance with reasonable and necessary conditions ensure compliance with the requirements contained in this division. Such conditions may, among other matters limit the size, kind or character of the proposed development, require the construction of structures, drainage facilities, storage basins and other facilities, require replacement of vegetation, establish required monitoring procedures, and phasing of the proposed development.
- (6) *Performance bond.*
 - a. Prior to approval of any site plan, there shall be executed by the owner and developer and submitted with the site plan an agreement to construct the required physical improvements, to declare the property or easements, and to comply with the conditions as may have been agreed to. If required by the city, the agreement shall be accompanied by a bond with surety or condition acceptable to the city council in the amount of the established cost of complying with the agreement.
 - b. The agreement and performance bond required by this division shall be provided for guaranteeing completion and compliance with conditions within the time to be approved by the city, which time may be extended in accordance with this division.
- (7) *Fees.* A schedule of fees for the examination and approval of site plans and the inspection of all required improvements and conditions in such plans shall be determined by resolution of the city council, which may from time to time change the schedule. Prior to approval of any site plan, the fee shall be paid to the zoning administrator and be deposited to the credit of the general fund.

Sec. 36-432. – Vegetation management

- (a) *Applicability.* All applicants for building and zoning permits within the Bluff Area Overlay District shall submit a landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size, and description of all existing vegetation, including significant trees and woodlands, clearly delineating any vegetation proposed for removal and clearly delineating and describing all proposed landscape materials which will be added to the site as part of the development.
- (b) *Vegetation management standards.*
 - (1) The development shall be located to minimize the removal of vegetation and alteration of the natural topography.
 - (2) Development shall be conducted so that the maximum number of trees are preserved by the clustering or siting of structures in clearings. The use of other innovative and creative design techniques is encouraged.

- (3) Grading, contouring, and paving shall not detrimentally affect the root zone or stability of trees to be preserved. Trees to be preserved must be provided with a watering area equal to at least one-half the crown cover.
- (4) Private development may not reduce the existing tree or significant woodland cover by an area greater than 35 percent. The understory plants and root area around preserved trees shall not be disturbed except for removal of invasive plants or under planting of desirable plant material. This requirement does not prohibit lawn establishment or maintenance by other means.
- (5) Replacement trees used in reforestation or landscaping must be compatible with the existing landscape and plant conditions, shall be hardy in the Twin Cities Metropolitan Area, and shall not include invasive species.
- (6) Diseased trees or trees seriously damaged by storm or other acts of God may be removed and are exempt from these regulations.
- (7) No clear cutting of trees is permitted on any land except as approved in a subdivision, planned unit development (PUD) or other site development permit.

(c) *Tree protection plan.* A tree protection plan must be submitted for all subdivision or PUD applications for property where significant trees or woodlands are located within fifteen (15) feet of development structures or land disturbance. The plan must address the city's tree protection standards.

- (1) A tree protection plan must be submitted for concept PUD or preliminary subdivision plan review or be included with submission of a site plan for a building permit if not a part of a subdivision or PUD.
- (2) The tree protection plan must include the following information:
 - a. The name(s), telephone number(s) and address(es) of the applicant and the property owner, the entire parcel(s) proposed for development, appropriate scale, north arrow, and the signature of the person(s) preparing the plan, their certification, and employer or firm, address, phone and fax numbers, and the date of the plan.
 - b. The location of all existing and proposed buildings, structures, or impervious surfaces situated upon that will remain after development and the new structures and impervious surfaces proposed to be built upon the land.
 - c. The delineation of all areas to be graded and the limits of land disturbance.
 - d. The location and listing by size and species of existing significant trees and woodlands, and delineation of the canopy cover of areas of significant trees greater than ten thousand (10,000) square feet in size. The data on the significant trees should be listed in tabular form on the plan or included as an attachment.
 - e. A list of measures to be taken to protect significant trees.
 - f. A map showing trees prepared to be moved, removed, or impacted.
- (3) *Tree replacement.* The following standards shall be met when tree replacement is required:
 - a. Trees removed for subdivision improvements (including structures, drainage, roads and utilities) must be replaced with a minimum of ten (10) trees per each acre of canopy removed.
 - b. When trees are lawfully removed, the permittee must restore the density of trees that existed before the development. Comparable nursery stock must be utilized, but not more than ten (10) trees per acre are required.

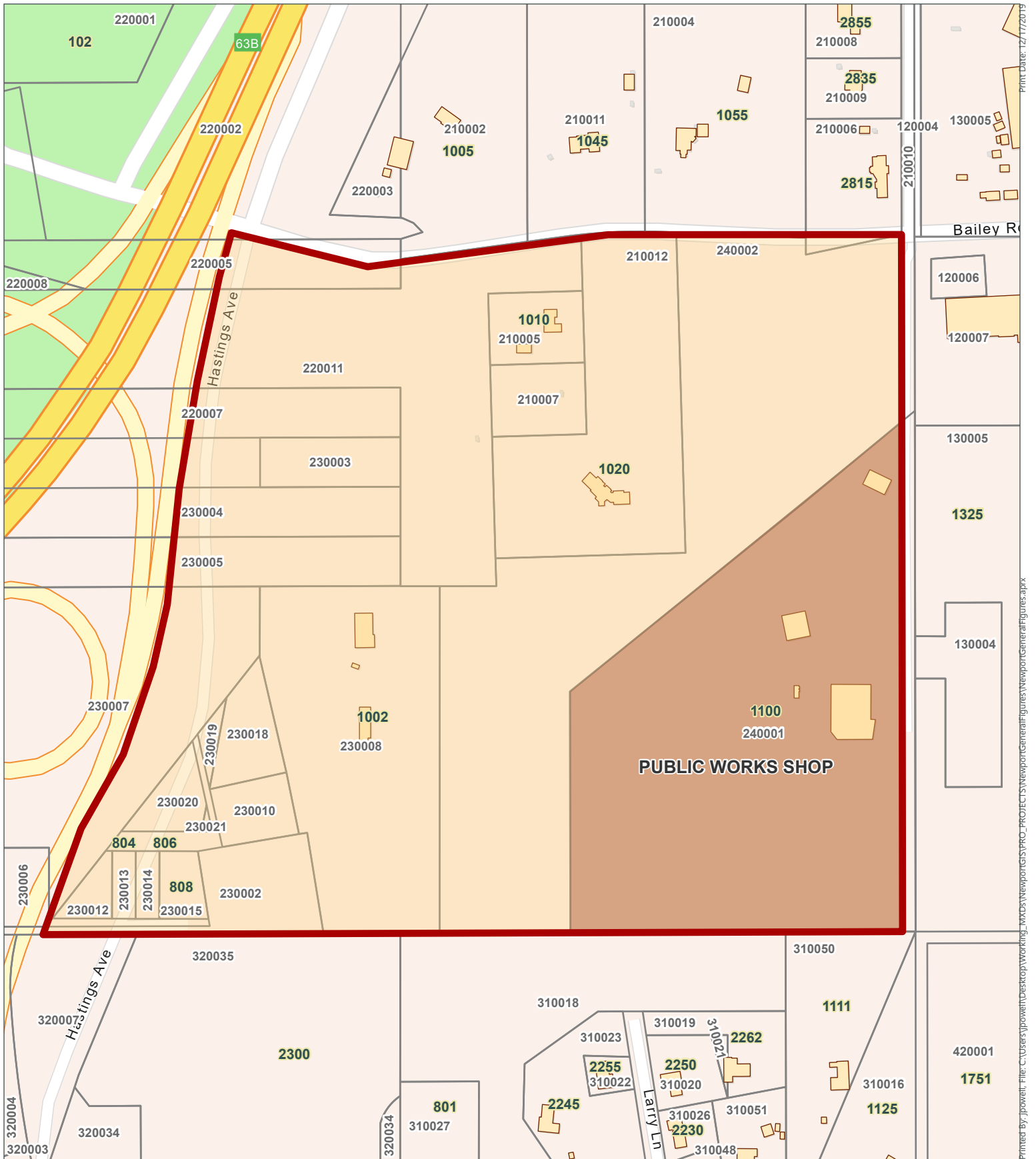
- c. All significant trees removed above the maximum thirty-five (35) percent removal limit for private lot development must be replaced on a one-for-one basis. If thirty-five (35) percent or less is removed, no replacement planting is required.
- d. Trees replaced under this requirement are in addition to any other trees required to be planted pursuant to this subdivision or other city planning subdivision requirements.
- e. Replacement trees must be planted on the development site according to an overall project tree replacement plan approved by the city.
- f. A replacement tree fee may be paid to the city if the city determines that on-site tree replacement is not feasible. The fee shall be based on the retail costs of a (two inch) 2" diameter deciduous tree for each required replacement tree.
- g. A tree replacement plan must include the following items:
 - 1.. *Plan contents.* Applicant must provide a plan showing the size, species and location of all replacement trees proposed to be planted on the property in accordance with the tree replacement requirements.
 - 2. *Replacement species.* Replacement trees must be species which are hardy in the Twin Cities Metro Area and shall not include invasive species. Greater than fifty (50) percent of the replacement trees must be species indigenous to the area. Improved cultivars of native species may be counted as native species when planted in a boulevard or landscaped areas. In woodland restoration areas native species shall be used rather than improved cultivars.
 - 3. *Required size.* Replacement trees must be an average of two (2) inches in diameter for deciduous trees (except bur oak, bicolor oak, ironwood and ornamental trees, which may be an average of 1.25 caliper inches). Coniferous trees must be an average height of six (6) feet.
 - 4. *Relocation.* Trees moved from one area of the site to another will be counted as replacement trees if they are in a healthy condition and approved by the community development director.
 - 5. *Warranty requirements.* Any replacement or relocated tree that is not alive or healthy, as determined by the community development director, within two (2) years after the date of planting, must be removed by the applicant and replaced with a new, healthy tree meeting the same species and size requirements.
 - 6. *Planting standards.* Planting must adhere to the tree and shrub planting standards of the Minnesota DNR.

(4) *Oak trees.* Because of their high value and susceptibility to disease, the following standards shall apply to oak trees:

- a. *Oak pruning.* Oaks may not be pruned or wounded between April 15 and July 1st to prevent insect transmission of the oak wilt fungus to healthy trees. If pruning or wounding occurs during this period, the wound must be covered with a recommended tree wound dressing immediately. Fresh oak stumps must be treated as wounds during this period and covered or ground out immediately following felling of trees.

(Code 1997, § 1370.06(10))

Secs. 36-436—36-450. - Reserved.



Print Date: 12/17/2019
Printed By: jpowell; File: C:\Users\jpowell\Desktop\Working_MXD\NewportGIS\PROJ\PROJECTS\NewportGeneralFigures\NewportGeneralFigures.aprx



Data Sources:
ESRI
City of Newport, MN
Washington Co. GIS

- City of Newport Boundary
- City of Newport Facilities
- Parcels
- Study Area
- Building Footprints (2017)

BAILEY ROAD ZONING STUDY AREA

CITY OF NEWPORT
WASHINGTON CO., MN

Bailey Road Study Area – Areas with Slopes Greater than 18%

