



**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

**June 3, 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
	Rozlyn Johnson	Law Enforcement (WCSO):	Bill Harrell

**AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. 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.
6. 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- May 20, 2021 Regular Council
  - B. Minutes- May 20, 2021 Council Workshop
  - C. Gabling Application- Rocky Mountain Elk Foundation
  - D. Council Appointments
  - E. **Resolution No. 2021-29-** Coronavirus Local Fiscal Recovery Fund
  - F. List of Bills- \$247,051.33
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT

9. ENGINEER'S REPORT

A. 3M PFC Settlement

1. **Resolution No. 2021-30-** 3M PFC Settlement

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

11. ADMINISTRATOR'S REPORT

A. Pay Equity

1. **Resolution No. 2021-31-** Pay Equity

B. City Planner Contract

C. **Resolution No. 2021-32-** Annual Liquor Licenses

D. Remote Meeting Participation

12. MAYOR AND COUNCIL REPORTS

13. ADJOURNMENT



**CITY OF NEWPORT  
REGULAR COUNCIL MEETING MINUTES  
NEWPORT CITY HALL  
May 20, 2021**

**1. CALL TO ORDER**

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on May 20, 2021.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Present (5): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, Council Member Marvin Taylor, and Council Member Rozlyn Johnson.

Not Present (0): None.

**4. ADOPT AGENDA**

City Administrator Deb Hill stated there are a few additions for discussion during the administrators report. These include an update for our new City Planner, discussion whether to hold the first Council Meeting in July, and an update to the Covid policy.

Member Chapdelaine motioned to adopt the agenda as amended by staff. Seconded by Member Johnson. Approved 5-0.

**5. PUBLIC COMMENTS**

None.

## **6. ADOPT CONSENT AGENDA**

- A. Minutes-** May 6, 2021 Regular Council
- B. Minutes-** May 6, 2021 Council Workshop
- C. Resolution No. 2021-25-** Utility Bill Bank Transfer Fees
- D. Resolution No. 2021-26-** Accepting Donations
- E. Resolution No. 2021-27-** Contracted Services City Official
- F. List of Bills-** \$520,874.77
- G. Financial Statement-** April 2021

Member Johnson requested to have Resolution No. 2021-26 and Resolution No. 2021-27 pulled from the Consent Agenda.

Member Chapdelaine motioned to adopt the Consent Agenda with the removal of items D and E. Seconded by Member Taylor. Approved 5-0.

Member Taylor motioned to adopt Resolution No. 2021-26 – Accepting Donations. Seconded by Mayor Elliott. Approved 4-0-1 (Johnson).

Member Ingemann motioned to adopt Resolution No. 2021-27 – Contracted Services City Official. Seconded by Member Chapdelaine. Approved 4-0-1 (Johnson).

## **7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT**

Washington County Sheriff Deputy Sergeant Bill Harrell stated there are no pattern crimes to report over the past few weeks and will stand for questions. Member Chapdelaine inquired if there have been springtime park issues. Sergeant Harrell stated they have been patrolling Bailey School Forest during the evenings and making sure people are out of the park after hours.

## **8. FIRE CHIEF'S REPORT**

None.

## **9. ENGINEER'S REPORT**

City Engineer Jon Herdegen stated they are expecting the Washington County staff to engage the Newport City Council in a workshop setting to discuss the County Road 38 trail. The plan is to get that scheduled for the second meeting in June.

## **10. SUPERINTENDENT OF PUBLIC WORKS REPORT**

### **A. H&U Pay Application No 4- \$161,692.86**

Superintendent of Public Works Bruce Hanson stated the underground water retention system has been installed along with about 90% of the underground piping. The subgrade for the footings has been completed and there is an EarthCam at the site. Superintendent Hanson stated that pay application No. 4 is for \$161,692.86 which includes \$124,824.22 for labor and \$36,868.64 for materials.

Member Chapdelaine motioned to approve Pay Application No. 4 in the amount of \$161,692.86 to H+U. Seconded by Member Johnson. Approved 5-0.

Mayor Elliott inquired if the well issue was resolved. Superintendent Hanson stated they were doing additional testing on the hydro system for the high zone at Bailey Meadows. It was strictly a fire flow test which had some short comings. Superintendent stated they had an outage and a few complaints, but it was resolved quickly.

## 11. ADMINISTRATOR'S REPORT

### A. Ordinance No. 2021-07- Tree Ordinance

City Planner Sherri Buss stated this item comes from the Planning Commission and addresses the City's current tree ordinance on tree health. This was a suggestion that started from Susan Lindoo who was a former Planning Commission member and active volunteer with the trees in Newport, and Matt Yokiell who is the Assistant Superintendent of Public Works and who works with natural resource issues. Ms. Lindoo and Assistant Yokiell felt the existing ordinance dealing with tree diseases was out of date and the City should update it to be consistent with the policies of the State Agricultural Department and DNR. The main updates in the draft include updates to the policy section, added definition section, and enforcement section. The Planning Commission held a public hearing on the amended tree ordinance on May 11<sup>th</sup>. They received one public comment from Bill Sumner who supported the proposed ordinance. The Planning Commission recommends the City Council adopts the amended tree ordinance.

Member Taylor stated the policy section should incorporate the language that is in the definition section on serious shade disease and serious shade tree pests.

Member Taylor motioned to approve Ordinance No. 2021-07 with an amendment to section 18-31 to include the definitions for serious shade tree disease and serious shade tree pests in the language. Seconded by Member Chapdelaine. Approved 5-0.

### B. Ordinance No. 2021-08- Nuisances

#### 1. Resolution No. 2021-28- Fee Schedule Update

Assistant to the City Administrator Travis Brierley stated the nuisance ordinance was discussed at the Council Workshop. The changes allow the City to enforce the Community standards and include a proposed \$100 administrative citation for a failed inspection.

Member Ingemann requested clarification on section 18-3. Assistant Brierley stated that section is only for non-operable vehicles. If it is an RV, camper, flatbed, etc. in working order and registered, there is no problem.

City Attorney David Laberge stated the intent of the updated ordinance was to clarify the definitions and lay out a clear and equitable abatement and assessment process. In the event the City has identified a nuisance property, there is a clear process by which the City can remedy the problem.

Bill Sumner, residing at 737 21<sup>st</sup> Street addressed the Council. Mr. Sumner stated he has some wildlife habitat on his property where the native plants can be more than eight inches tall and inquired if there is flexibility for the eight-inch property vegetation rule. Mayor Elliott stated her understanding is there is a process through the DRN to get certified to have a natural lawn, but otherwise the City code would apply to all properties. Planner Buss stated people can have a prairie or meadow if they comply with three qualifiers. 1. If the prior vegetation is eliminated and the meadow vegetation is planted through transplants or seed. 2. If the area is cut at least once per year to a height of eight inches if weeds cover more than 25% of the area. 3. If a sign is posted on the property likely to be seen by the public that informs people this is a meadow or prairie.

Member Johnson inquired if nuisances are complaint driven. Assistant Brierley stated if the City receives a complaint on a property, then we look at it for compliance with our code. The City does not actively drive around the community looking for violations.

Member Chapdelaine motioned to adopt Ordinance No. 2021-08 - Nuisances. Seconded by Member Ingemann. Approved 5-0.

Mayor Elliott stated the next item is the resolution for the administration fee for nuisances. Mayor Elliott stated that residents would get a letter followed by an inspection for compliance. If there is not compliance, then an administrative citation of \$100 would be issued. Assistant Brierley stated the City encourages residents who receive a letter with any questions to call or contact the City as soon as possible. The City would rather educate and resolve issues rather than giving out citations.

Member Taylor motioned to adopt Resolution No. 2021-28 – Fee Schedule Update. Seconded by Member Johnson. Approved 5-0.

### **C. RFP Planning**

Administrator Hill stated the interviews for the new City Planner were done by Mayor Elliott, Member Ingemann, Member Taylor, Planner Buss, Assistant Brierley, and Administrator Hill. There were three very good applicants, but the consensus was to select Bolton & Menk Planning Services. The plan is to get a contract approved at the June 3<sup>rd</sup> meeting.

### **D. July Council Meeting**

Administrator Hill stated we typically do not hold the first Council meeting in July due to the holiday and requests direction from Council.

Member Ingemann motioned to cancel the July 1<sup>st</sup> Council Meeting. Seconded by Member Johnson. Approved 5-0.

### **E. Covid Policy**

Assistant Brierley stated the City is under the state of emergency until June 4<sup>th</sup>, unless extended by the Council. The staff has several recommendations for moving forward and transitioning back pre-covid. Staff recommends that masks not be required for staff or visitors if they have been vaccinated. Assistant Brierley notes that staff is unable to ask anyone if they have been vaccinated. The door to City Hall has been unlocked. The fire halls would be open to the public on a limited basis based on the discretion of Fire Chief Steve Wiley. Public Works would operate under pre-covid conditions and restrictions. The council chambers would remove the social distancing requirement. The City would continue hybrid Council meetings and it would be up to the discretion of the Mayor when that would end. The library would continue to operate with limited patron capacity of 8 patrons or 2 families for one hour at a time. The Library still requests that masks be worn at the Library.

Council members discussed and agreed they feel comfortable attending the Council meetings in person starting on June 17<sup>th</sup>.

## **12. MAYOR AND COUNCIL REPORTS**

Mayor Elliott stated Council approved allowing residents to pay their utility bills with their bank accounts without fees. Mayor Elliott encourages the public to use that feature as it will also save staff time. Assistant Brierley stated we should be able to apply that to the next bill which will be going out in five weeks.

Member Taylor stated the Planning Commission met last week. He appreciates their work on the tree ordinance and they continue to work on the RE / R-1 Sewer.

Member Chapdelaine stated the next workshop meetings for the 3M drinking water should be coming in June. There is a one-on-one meeting scheduled tomorrow where they hope to learn the options for Newport. Engineer Herdeggen stated the subgroup one meeting took place yesterday where they discussed the ion exchange process for treating PFOS that Cottage Grove is piloting.

### 13. ADJOURNMENT

Member Chapdelaine motioned to adjourn the City Council Meeting. Seconded by Member Johnson. Approved 5-0.

The City Council Meeting was adjourned at 6:41 p.m. on May 20, 2021.

Respectfully Submitted:  
Jill Thiesfeld  
Administrative Assistant II

Signed: \_\_\_\_\_  
Laurie Elliott, Mayor



**CITY OF NEWPORT  
CITY COUNCIL WORKSHOP MINUTES  
NEWPORT CITY HALL  
May 20, 2021**

**1. CALL TO ORDER**

Mayor Elliott called the City Council Workshop to order at 6:47 p.m. on May 20, 2021.

**2. ROLL CALL**

Present (5): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, Council Member Marvin Taylor, and Council Member Rozlyn Johnson.

Not Present (0): None.

**3. FUTURE DEVELOPMENT**

Michial Mularoni and Barry Petit presented a future development design between 7<sup>th</sup> and 4<sup>th</sup> Avenue off Glen Road. The design includes a variety of townhomes, senior apartments, live/work units, commercial space, underground parking, grocery store, and restaurant. The council and Mr. Mularoni discussed the impacts to the community and goals for the project. Mayor Elliott stated the next steps would be for Mr. Mularoni to meet with Staff and the City Planner.

**4. FUTURE AGENDA ITEMS**

City Administrator Deb Hill stated the upcoming agenda items include a new City Planner contract, American Rescue Plan Act, update for our pay equity report, fire relief discussion, new City logo, remnant / right-of-way properties, MS4 public hearing, RFP for new website, County 38 trail, sewer ordinance in the RE district, groundbreaking for the new City Hall, and the residential parking ordinance.

**5. ADJOURNMENT**

Mayor Elliott adjourned the City Council Workshop at 8:14 p.m. on May 20, 2021.

Respectfully Submitted:  
Jill Thiesfeld  
Administrative Assistant II

Signed: \_\_\_\_\_  
Laurie Elliott, Mayor



MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

11/17  
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization

Name: Eastern Pass Chapter Rocky Mountain Elk Foundation

Previous Gambling  
Permit Number: 32839

Minnesota Tax ID  
Number, if any: \_\_\_\_\_

Federal Employer ID  
Number (FEIN), if any: 81-0421425

Mailing Address: 19978 Chippendale Ave West

City: Farmington State: MN Zip: 55024 County: Dakota

Name of Chief Executive Officer (CEO): Patrick McMullen

CEO Daytime Phone: 218-820-5151 CEO Email: pmcmullen@rmef.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted  
(for raffles, list the site where the drawing will take place): Tinucci's

Physical Address (do not use P.O. box): 396 21st Street

Check one:

- ☒ City: Newport Zip: 55055 County: Washington  
☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): 7-23-2021

Check each type of gambling activity that your organization will conduct:

- ☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

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

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

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

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

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

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Patrick McMullen Date: 5-20-2021  
(Signature must be CEO's signature; designee may not sign)

Print Name: Patrick McMullen

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget; and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



## **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

## **COUNCIL ADVISORY BOARDS (3-Year Terms)**

### **21) PLANNING COMMISSION:**

- a. Anthony Mahmood
- b. Maria Bonilla
- c. Brandon Leyde
- d. Tami Fuelling
- e. Michael Kermes
- f. Marvin Taylor (Council Liaison)

Expiration Date:

01-31-2023  
01-31-2022  
01-31-2022  
01-31-2024  
01-31-2024  
01-31-2022

### **22) PARK BOARD:**

- a. Anita Perkins
- b. Emily White
- c. Heidi Tweeten
- d. Jenna Johnson
- e. John Graber
- f. Kelly Stoffel
- g. Laurie Elliott (Council Liaison)

Expiration Date:

01-31-2022  
01-31-2023  
01-31-2024  
01-31-2023  
01-31-2024  
01-31-2022  
01-31-2022

### **23) LIBRARY ADVISORY COMMITTEE:**

- a. Christina Rahm
- b. Jo Bailey
- c. Beverly Bartl
- d. Anita Wasmundt
- e. Barb Wilczek
- f. Roz Johnson (Council Liaison)

Expiration Date:

01-31-2022  
01-31-2023  
01-31-2023  
01-31-2024  
01-31-2024  
01-31-2022

### **24) HERITAGE PRESERVATION COMMISSION:**

- a. Fred Leimbek
- b. Brandon Leyde
- c. Beverly Bartl
- d. Jo Bailey
- e. Bill Sumner
- f. Kevin Chapdelaine (Council Liaison)

Expiration Date:

01-31-2023  
01-31-2023  
01-31-2024  
01-31-2024  
01-31-2022  
01-31-2022

## **COUNCIL APPOINTED COMMITTEES**

### **22) NEWPORT / BAILEY SCHOOL FOREST GOVERNANCE COMMITTEE:**

- a. Bill Sumner
- b. Matt Yokiel
- c. Laura Duffey
- d. Marge Meconis

Expiration Date:

Indefinite  
Indefinite  
Indefinite  
Indefinite

### **23) RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD (1-Year Term):**

- a. Tom Ingemann Ex-Officio Member)

Expiration Date:

01-31-2022

24) SOUTH WASHINGTON COUNTY CABLE COMMISSION (1-Year Term):	Expiration Date:
a. Tracy Rahm	01-31-2022
b. Barb Wilczek (Alternate)	01-31-2022
c. <u>Tom Ingemann (Council Liaison)</u>	01-31-2022
25) RED ROCK CORRIDOR COMMISSION: (1-Year Term)	Expiration Date:
a. <u>Marvin Taylor (Council Liaison)</u>	01-31-2022
b. <u>Kevin Chapdelaine (Council Liaison Alternate)</u>	01-31-2022
26) CAPITAL INVESTMENT COMMITTEE:	
a. Laurie Elliott	01-31-2022
b. Tom Ingemann	01-31-2022
c. Jenna Johnson	01-31-2022
d. Deb Hill	01-31-2022
e. Bruce Hanson	01-31-2022
f. Steve Wiley	01-31-2022
27) NEWPORT FIRE RELIEF ASSOCIATION (EX-OFFICIO MEMBERS)	
a. Tom Ingemann	01-31-2022
b. Deb Hill	01-31-2022
28) WASHINGTON COUNTY SHERIFF'S OFFICE LIAISON	
1. Laurie Elliott	01-31-2022
2. Deb Hill	01-31-2022
29) 3M DRINKING WATER WORKING GROUP (SG1)	
a. Jon Herdegen	01-31-2022
30) 3M SETTLEMENT CITIZEN / 3M BUSINESS WORKING GROUP	
a. Kevin Chapdelaine	01-31-2022
31) 3M SETTLEMENT GOVERNMENT / 3M WORKING GROUP	
a. Kevin Chapdelaine	01-31-2022
b. Deb Hill (Alternate)	01-31-2022
32) CITY APPROVED SOCIAL MEDIA OUTLETS	
a. Facebook	Indefinite
b. Twitter	Indefinite
c. You Tube	Indefinite
d. LinkedIn	Indefinite
e. Instagram	Indefinite

City of Newport, MN  
Resolution No. 2021-29  
A Resolution To Accept The Coronavirus Local Fiscal Recovery Fund  
Established Under The American Rescue Plan Act

**WHEREAS**, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans (“Pandemic”). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs; and

**WHEREAS**, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19; and

**WHEREAS**, city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic; and

**WHEREAS**, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country; and

**WHEREAS**, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

**WHEREAS**, **estimated at \$376,740** has been allocated to the City of Newport pursuant to the ARPA; and

**WHEREAS**, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds; and

**WHEREAS**, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury’s ARPA guidance; and

**WHEREAS**, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Newport City Council hereby accepts the following:

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury’s guidance.
2. City staff, together with the Mayor and the City Attorney are hereby authorized to take any actions necessary to receive the City’s share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.
3. City staff, together with the Mayor and the City Attorney are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted this 3<sup>rd</sup> day of June 2021 by the Newport City Council.

Motion by: \_\_\_\_\_,      Seconded by: \_\_\_\_\_

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Johnson	_____

Signed: \_\_\_\_\_  
Laurie Elliott, Mayor

Attest: \_\_\_\_\_  
Deb Hill, City Administrator



## Recurring

Paid Chk# 001644E	COMCAST	5/20/2021	\$817.32	Internet, cable and telephone
Paid Chk# 001645E	UNITED STATES TREASURY	5/20/2021	\$8,244.47	SS, federal and Medicare
Paid Chk# 001646E	FURTHER	5/20/2021	\$518.45	HSPA
Paid Chk# 001647E	MN REVENUE	5/20/2021	\$1,371.13	State taxes
Paid Chk# 001648E	MSRS	5/20/2021	\$3,657.29	HCSP & voluntary retirement
Paid Chk# 001649E	UNUM	5/20/2021	\$457.89	Long-term and life insurance
Paid Chk# 001650E	WEX BANK	5/26/2021	\$1,558.07	Petrol
Paid Chk# 023736	BASIC NEEDS THRIFT SHOP	5/20/2021	\$129.79	Donation from lawful gambling
Paid Chk# 023738	H & U CONSTRUCTION	5/20/2021	\$177,035.36	Progress on city hall
Paid Chk# 023739	MARCO INC.	5/20/2021	\$306.71	Printer contract
Paid Chk# 023740	PERA	5/20/2021	\$4,753.24	Retirement
Paid Chk# 023741	FRIENDS IN NEED FOOD SHELF	5/20/2021	\$129.79	Donation from lawful gambling
Paid Chk# 023742	ANCHOR SOLAR INVESTMENTS, LLC	5/27/2021	\$358.02	Solar leasing
Paid Chk# 023743	SAMS CLUB DIRECT	5/27/2021	\$124.82	Shop supplies
Paid Chk# 023744	VERIZON	5/27/2021	\$443.16	Cell phones and hot spots
Paid Chk# 023745	XCEL ENERGY	5/27/2021	\$56.02	Natural gas and electricity
	Staff		\$20,124.17	

## Non-recurring

Paid Chk# 023746	ADVANCED ENG.& ENVIR. SERVICE	5/27/2021	\$2,548.35	Levee breach scenario grant
Paid Chk# 023747	ATOMIC DATA, LLC	5/27/2021	\$89.75	SSL yearly certification
Paid Chk# 023748	BRUNTON ARCHITECTS & ENGINEER	5/27/2021	\$8,163.38	CA Construct administration
Paid Chk# 023749	BURGGRAFS ACE	5/27/2021	\$231.89	PW supplies
Paid Chk# 023750	GERLACH OUTDOOR POWER EQUIPMENT	5/27/2021	\$4.28	Mower repair
Paid Chk# 023751	GRAINGER PARTS	5/27/2021	\$25.82	Shop supplies
Paid Chk# 023752	INSTRUMENTAL RESEARCH, INC.	5/27/2021	\$0.00	Water testing
Paid Chk# 023753	MENARDS - COTTAGE GROVE	5/27/2021	\$553.84	Parks repair
Paid Chk# 023754	MMKR	5/27/2021	\$5,500.00	Audit expense through 4/30/21
Paid Chk# 023755	MINNESOTA DEPARTMENT OF HEALTH	5/27/2021	\$2,335.00	Water supply service connection
Paid Chk# 023756	NCPERS GROUP LIFE INS.	5/27/2021	\$64.00	Addt. Life insurance
Paid Chk# 023757	NORTH AMERICAN TRAILER	5/27/2021	\$6,820.72	Parks repair
Paid Chk# 023758	POLLARDWATER	5/27/2021	\$198.00	Meter supplies
Paid Chk# 023759	ROSEMOUNT SAW & TOOL CO.	5/27/2021	\$271.25	Drill bits
Paid Chk# 023760	USA BLUEBOOK	5/27/2021	\$121.35	Hydrant tool
Paid Chk# 023761	INSTRUMENTAL RESEARCH, INC.	5/27/2021	\$38.00	Water testing
			\$247,051.33	



# **MSA** Engineer's Report

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**To:** Honorable Mayor and City Council Members  
**From:** Jon Herdegen, P.E. – City Engineer  
**Date:** May 25, 2021 – For the June 3<sup>rd</sup> Council Workshop

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### **3M PFC Settlement**

At the March 4<sup>th</sup> City Council Workshop, the Council and Staff reviewed a draft resolution outlining the City's position pertaining to the 3M PFC settlement and recommended projects for the City of Newport proposed in the Conceptual Drinking Water Supply Plan (CDWSP). Enclosed for your review and consideration is a revised copy of the resolution with tracked changes.

**Action Requested:** We respectfully request the Council consider the enclosed draft resolution and direct staff to submit the executed resolution to the 3M Settlement Trustees.

Attachments:  
Draft Resolution

City of Newport, MN  
Resolution No. 2021-30

A Resolution of the City of Newport’s Official Comments on the State of  
Minnesota’s 3M PFC Settlement Draft Conceptual Drinking Water Supply  
Plan

**WHEREAS**, the State of Minnesota’s 2018 Agreement and Order (Agreement) with 3M establishes a grant for the “3M Water Quality and Sustainability” appropriation in the Remediation Fund (Settlement Grant); and

**WHEREAS**, under Priority 1 of this Agreement, the Minnesota Pollution Control Agency (MPCA) and the Minnesota Department of Natural Resources (DNR) will use the Grant to enhance the quality, quantity, and sustainability of drinking water in the East Metropolitan Area to ensure clean drinking water in sufficient supply to residents and businesses to meet their current and future water needs; and

**WHEREAS**, the MPCA and DNR as the “Co-Trustees” have further developed three options for the Conceptual Drinking Water Supply Plan; and

**WHEREAS**, detectable levels of PFAS has been discovered in private wells along the eastern and southern municipal boundary, and

**WHEREAS**, the City’s two (2) municipal wells are at risk of PFAS contamination given the uncertainty of the contamination plume migration, and

**WHEREAS**, multiple water system interconnects secures Newport’s ability to provide safe drinking water to its residents in the event our municipal wells are compromised due to the spread of the contamination plume, and

**WHEREAS**, multiple water system interconnects provide redundant drinking water supply source from water systems that have been treated to “non-detect” levels of PFAS, and

**WHEREAS**, multiple water system interconnect eliminates the need for the City to mix treated water with potentially contaminated well water, and

**WHEREAS**, multiple water system interconnections expand the service area of water treatment investments made in neighboring community system for a very low cost per capita, and

**WHEREAS**, multiple water system interconnections shall be considered a permanent source of potable water supply for the City of Newport eliminating the need for the City to operate its municipal wells in the event either or both wells are contaminated

**NOW, THEREFORE, BE IT RESOLVED**, that by the City Council of the City of Newport, Washington County, Minnesota that the City of Newport recommends the State of Minnesota and the Co-Trustees should make the following changes to the Conceptual Drinking Water Supply Plan (the Plan):

1. Prioritize providing treated drinking water first in the use of the 3M Settlement proceeds.
2. Treat all drinking water to a Health Index (HI) threshold of 0.3, Option 2 as detailed in the Plan.

3. Construction of two (2) separate water system interconnections with the Cities of Woodbury and Cottage Grove to provide the appropriate redundancy and sustainability for the City's drinking water supply.
4. It is the City's intent to enter into a Memorandum of Understanding (MOU) with the cities of Woodbury and Cottage Grove to allow each municipality to supply potable water on a permanent basis to the City of Newport in the event either or both of Newport's wells are contaminated.

Adopted this \_\_\_\_ of \_\_\_\_, 20\_\_ by the Newport City Council.

Motion by: \_\_\_\_\_, Seconded by: \_\_\_\_\_

VOTE:	Elliot	_____
	Chapdelaine	_____
	Taylor	_____
	Ingemann	_____
	Johnson	_____

Signed: \_\_\_\_\_  
Laurie Elliot, Mayor

Attest: \_\_\_\_\_  
Deb Hill, City Administrator



# MEMO

TO: Newport City Council

FROM: Deb Hill, City Administrator

DATE: June 3, 2021

SUBJECT: Pay Equity

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**Background:** At the April 15, 2021 meeting of the Newport City Council the 2020 pay equity report was approved – pay equity reports are required by the State every three years. We have been notified that we failed the report and some minor adjustments are required to be made prior to July 1<sup>st</sup> in order to avoid penalties. The main driver is the number of steps needed to reach top pay. Union employees have three steps compared to the current nine steps for non-union.

**Discussion:** Mayor Elliott's background and expertise in pay equity aided staff to reduce the steps from nine to five. The new grid is attached – this will bring us into compliance. The new grid will also help Newport to be competitive in future recruiting.

**Recommendation:** Staff is requesting that Resolution 2021- 31 be approved along with the updated pay grid.

:

# Compliance Report

Jurisdiction: Newport  
596 - 7th Avenue

Report Year: 2021  
Case: 2 - 2021 DATA (Private (Jur  
Only))

Newport, MN 55055

Contact: Deb Hill

Phone: (651) 459-5677

E-Mail: dhill@newportmn.com

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	5	4	0	9
# Employees	8	4	0	12
Avg. Max Monthly Pay per employee	74257.00	77965.75		75493.25

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 80 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	3	2
b. # Below Predicted Pay	2	2
c. TOTAL	5	4
d. % Below Predicted Pay (b divided by c = d)	40.00	50.00

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 10	Value of T = 1.758
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a. Avg. diff. in pay from predicted pay for male jobs = 2

b. Avg. diff. in pay from predicted pay for female jobs = -2453

## III. SALARY RANGE TEST = 84.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 4.20

B. Avg. # of years to max salary for female jobs = 5.00

## IV. EXCEPTIONAL SERVICE PAY TEST = 100.00 (Result is B divided by A)

A. % of male classes receiving ESP = 100.00 \*

B. % of female classes receiving ESP = 100.00

\*(If 20% or less, test result will be 0.00)

## Job Class Data Entry Verification List

Case: 2021 DATA

Newport

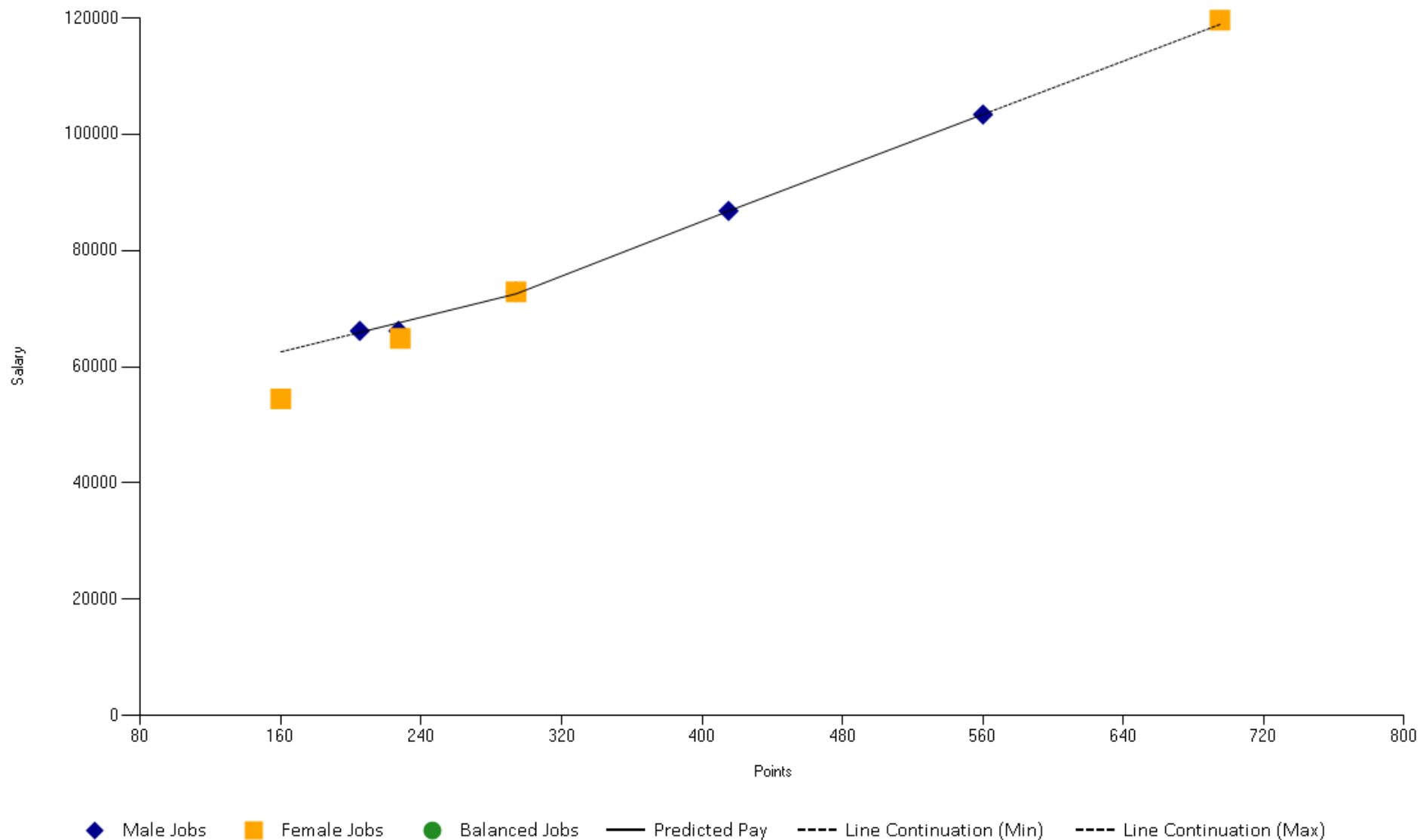
LGID: 860

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
6	Maintenance aide - public work	0	1	0	F	160	43857.0 0	54474.00	5.00	2.10	Longevity
3	Maintenance operator - public	4	0	0	M	205	59567.0 4	66185.60	3.00	44.00	Longevity
4	Maintenance mechanic/operator	1	0	0	M	227	59567.0 4	66185.60	3.00	1.00	Longevity
9	Administrative Assistant	0	1	0	F	228	52222.0 0	64879.00	5.00	1.50	Longevity
1	Accountant	0	1	0	F	294	58676.0 0	72898.00	5.00	7.30	Longevity
2	Assistant to the City Administ	1	0	0	M	294	58676.0 0	72898.00	5.00	3.90	Longevity
5	Assistant Superintendant	1	0	0	M	415	69884.0 0	86822.00	5.00	6.50	Longevity
7	Superintendant - Public Works	1	0	0	M	560	83234.0 0	103408.00	5.00	42.50	Longevity
8	City Administrator	0	1	0	F	695	93520.0 0	119612.00	5.00	9.50	Longevity

**Job Number Count: 9**

## Predicted Pay Report for: Newport

Case: 2021 DATA



## Predicted Pay Report for: Newport

### Case: 2021 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
6	Maintenance aide - public work	0	1	0	1	Female	160	54474.0000	62573.5466	-8099.5466
3	Maintenance operator - public	4	0	0	4	Male	205	66185.6000	65926.0569	259.5431
4	Maintenance mechanic/operator	1	0	0	1	Male	227	66185.6000	67564.4419	-1378.8419
9	Administrative Assistant	0	1	0	1	Female	228	64879.0000	67640.1823	-2761.1823
1	Accountant	0	1	0	1	Female	294	72898.0000	72557.3303	340.6697
2	Assistant to the City Administ	1	0	0	1	Male	294	72898.0000	72557.3303	340.6697
5	Assistant Superintendant	1	0	0	1	Male	415	86822.0000	86791.0085	30.9915
7	Superintendant - Public Works	1	0	0	1	Male	560	103408.0000	103422.0964	-14.0964
8	City Administrator	0	1	0	1	Female	695	119612.0000	118905.7896	706.2104

**Job Number Count: 9**



**2021**

Grade	Step				
	1	2	3	4	5
<b>1</b>	\$34,757 \$16.71	\$36,670 \$17.63	\$38,730 \$18.62	\$40,872 \$19.65	\$43,160 \$20.75
<b>2</b>	\$36,816 \$17.70	\$38,875 \$18.69	\$41,038 \$19.73	\$43,326 \$20.83	\$45,739 \$21.99
<b>3</b>	\$39,042 \$18.77	\$41,205 \$19.81	\$43,514 \$20.92	\$45,926 \$22.08	\$48,485 \$23.31
<b>4</b>	\$41,371 \$19.89	\$43,680 \$21.00	\$46,114 \$22.17	\$48,672 \$23.40	\$51,397 \$24.71
<b>5</b>	\$43,867 \$21.09	\$46,301 \$22.26	\$48,880 \$23.50	\$51,605 \$24.81	\$54,475 \$26.19
<b>6</b>	\$46,488 \$22.35	\$49,067 \$23.59	\$51,813 \$24.91	\$54,683 \$26.29	\$57,762 \$27.77
<b>7</b>	\$49,275 \$23.69	\$52,021 \$25.01	\$54,933 \$26.41	\$57,990 \$27.88	\$61,214 \$29.43
<b>8</b>	\$52,229 \$25.11	\$55,141 \$26.51	\$58,219 \$27.99	\$61,464 \$29.55	\$64,879 \$31.20
<b>9</b>	\$55,370 \$26.62	\$58,469 \$28.11	\$61,693 \$29.66	\$65,166 \$31.33	\$68,786 \$33.07
<b>10</b>	\$58,698 \$28.22	\$61,963 \$29.79	\$65,416 \$31.45	\$69,077 \$33.21	\$72,925 \$35.06
<b>11</b>	\$62,192 \$29.90	\$65,666 \$31.57	\$69,326 \$33.33	\$73,195 \$35.19	\$77,272 \$37.15
<b>12</b>	\$65,936 \$31.70	\$69,618 \$33.47	\$73,507 \$35.34	\$77,605 \$37.31	\$81,910 \$39.38
<b>13</b>	\$69,888 \$33.60	\$73,798 \$35.48	\$77,896 \$37.45	\$82,243 \$39.54	\$86,840 \$41.75
<b>14</b>	\$74,090 \$35.62	\$78,208 \$37.60	\$82,576 \$39.70	\$87,173 \$41.91	\$92,040 \$44.25
<b>15</b>	\$78,541 \$37.76	\$82,909 \$39.86	\$87,526 \$42.08	\$92,414 \$44.43	\$97,573 \$46.91
<b>16</b>	\$83,242 \$40.02	\$87,880 \$42.25	\$92,768 \$44.60	\$97,947 \$47.09	\$103,418 \$49.72
<b>17</b>	\$88,234 \$42.42	\$93,163 \$44.79	\$98,342 \$47.28	\$103,813 \$49.91	\$109,616 \$52.70
<b>18</b>	\$93,517 \$44.96	\$98,738 \$47.47	\$104,250 \$50.12	\$110,053 \$52.91	\$119,612 \$57.51
<b>19</b>	\$99,133 \$47.66	\$104,666 \$50.32	\$110,510 \$53.13	\$116,667 \$56.09	\$123,178 \$59.22
<b>20</b>	\$102,773 \$49.41	\$108,508 \$52.17	\$114,548 \$55.08	\$120,934 \$58.15	\$127,677 \$61.39

City of Newport, MN  
Resolution No 2021-31  
A Resolution Approving the 2020 Pay Equity Report

**WHEREAS**, the City of Newport is required to submit a Pay Equity Report every three years to the Minnesota Department of Management and Budget; and

**WHEREAS**, the Pay Equity Report must be approved by City Council Resolution; and

**WHEREAS**, the Pay Equity law in Minnesota requires that all jobs will be evaluated and given points according to the level of knowledge and responsibility required to do the job; and

**WHEREAS**, the City of Newport has accomplished the required Pay Equity analysis and has found the City to be in compliance as it has been submitted to Minnesota Budget and Management's online portal for verification.

**BE IT RESOLVED**, that the Newport City Council approves the City of Newport Pay Equity Report be submitted to the Minnesota Department of Management and Budget.

Adopted this 3<sup>rd</sup> day of June 2021 by the Newport City Council.

Motion by: \_\_\_\_\_,          Seconded by: \_\_\_\_\_

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Johnson	_____

Signed: \_\_\_\_\_  
Laurie Elliott, Mayor

Attest: \_\_\_\_\_  
Deb Hill, City Administrator

# CONSULTANT SERVICE CONTRACT

This Contract is made this 1<sup>st</sup> day of June, 2021, by and between the CITY OF NEWPORT, a Minnesota municipal corporation, 596 7th Avenue, Newport, Minnesota, 55055 (“CITY”), and BOLTON & MENK, INC., a corporation under the laws of the State of Minnesota, 12224 Nicollet Avenue, Burnsville, Minnesota, 55337 (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain on-call professional planning services in conjunction with various future projects determined on an as needed basis by CITY in its sole judgment and discretion (the “Services”); and

WHEREAS, CONSULTANT agrees to furnish the various professional Services required by CITY upon the request of CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

## SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform on-call planning services on an as-needed basis as requested by CITY and as generally described in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Activation of Consultant’s Services.** CITY may contact CONSULTANT by phone, email, fax or mail requesting Services. CITY shall provide CONSULTANT with any information pertinent to the Services needed by CITY for each authorized “project”.
- C. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- D. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project or Services, CONSULTANT’s effort required to perform its Services under this Contract exceeds the estimate which formed the basis for CONSULTANT’s compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J of this

Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- E. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- F. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory Workers' Compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
  2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Commercial General Liability ("CGL") and business automobile liability insurance coverages insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must

include coverage for “any auto” which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the Services provided under this Contract and shall provide that CONSULTANT’s coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles
Umbrella or Excess Liability	\$1,000,000

4. Professional/Technical (Errors and Omissions) Liability Insurance.  
CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT’s professional services required under the contract. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per wrongful act or occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$50,000 without the written approval of CITY. If CONSULTANT

desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. Technology Errors and Omissions Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater.
6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
8. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
9. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
10. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and

technology errors and omissions insurance, if applicable.

13. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per “occurrence” basis (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.
14. CONSULTANT shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
15. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY’s officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, CITY may require CONSULTANT to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT’s insurance company.

CONSULTANT will take the action required by CITY within Fifteen (15) days of receiving notice from CITY.

16. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

## SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as Services are performed to the satisfaction of the CITY’s City Administrator, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the Services detailed in Exhibit 1, attached hereto.
- D. CITY’s City Administrator, shall serve as the liaison person to act as CITY's representative with respect to Services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY’s policies with respect to the Services and projects. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the Services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.
- E. **Appointment.** CITY appoints CONSULTANT as CITY’s City Planner with Harry Davis acting as primary provider of the Services under this Contract for CITY. Harry Davis will perform, supervise and be responsible to CITY for the Services provided to CITY by CONSULTANT.
- F. **Communication.** CONSULTANT and CITY will establish a regular communication process between the primary Service provider and the City Administrator in order to communicate on issues and discuss timing for CONSULTANT to provide and complete Services to CITY

## SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT’s performance of Services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for Services performed to the satisfaction of the CITY’s City Administrator and expenses within thirty days after the date of CONSULTANT’s invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for Services, expenses and charges.



#### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect commencing June 4, 2021 through December 31, 2022, unless sooner terminated by either PARTY in accordance with this Section.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon Thirty (30) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for Services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the material provisions of this Contract, or so fails to perform and/or administer the Services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the Services provided hereunder, after a reasonable time of written notice to cure, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any Services performed to the satisfaction of the CITY's City Administrator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension.

#### SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Services. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and

CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's Services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of Services provided hereunder.

## SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

**CITY:**

City Administrator  
City of Newport  
596 7th Avenue  
Newport, MN 55055  
Phone: (651) 459-5677  
Email: dhill@newportmn.com

**CONSULTANT:**

Jane A. Kansier, AICP  
Bolton & Menk, Inc.  
12224 Nicollet Avenue  
Burnsville, MN 55337  
Phone: 952-358-0604  
Email: jane.kansier@bolton-menk.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Opinions or Estimates of Construction Cost.** Where provided by CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of CITY and CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate
- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide Services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the Services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- G. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- H. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any Services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- I. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- J. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- K. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- L. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- M. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is

responsible.

- N. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- O. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- P. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- Q. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- R. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project or Services for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- S. **Governing Law.** This Contract shall be deemed to have been made and accepted in Washington County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- T. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to

provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.

- U. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- V. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- W. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- X. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project or Services during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- Y. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Z. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed

merged in this Contract.

- AA. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- BB. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- CC. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

*Remainder of page intentionally left blank.*

## SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

### CONSULTANT: BOLTON & MENK, INC.

By: Angela Bersaw  
(Signature)

Date: June 1, 2021

Title: Principal Planner

Print Name: Angela Bersaw

### CITY OF NEWPORT:

By: \_\_\_\_\_  
Laurie Elliott, Its Mayor

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

By: \_\_\_\_\_  
Deb Hill, Its City Administrator

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



## **EXHIBIT 1**

### **SCOPE OF SERVICES**

Subject to the terms of this Contract, CONSULTANT shall perform the following on-call professional planning services in conjunction with various future projects determined on an as needed basis by CITY in its sole judgment and discretion:

1. Development, interpretation, and application of the City's Comprehensive Plan, zoning ordinance, and subdivision ordinance in cooperation with the City staff, Planning Commission, and City Council.
2. Provide Services and work on other planning projects when requested by City staff and/or the City Council.
3. Maintain an accurate understanding of the City's Comprehensive Plan, zoning ordinance, subdivision regulations, and other city codes and policies related to planning.
4. Maintain an understanding of state statutes and regulations related to municipal planning and zoning.
5. Interpret the Comprehensive Plan, zoning ordinance, subdivision ordinance and related codes and policies for City staff, residents, landowners and the public, the Planning Commission, and the City Council.
6. Pursuant to applicable state law including but not limited to Minnesota Statutes, section 15.99, complete analysis and reviews of planning applications, including but not limited to: requests/applications for variances, conditional and interim use permits, subdivision requests including minor subdivisions and lot consolidations, zoning amendments, etc. Tasks include review of applications for completeness, advice and correspondence on rejection process and timing if deemed incomplete, communication with applicants and staff including extensions of the 60-day rule, interpreting and applying the Comprehensive Plan and ordinances to each request, writing staff reports, developing recommendations, and presentation of staff reports to the Planning Commission and City Council.
7. Conduct analysis of the zoning ordinance and subdivision regulations and complete amendments to ordinances, regulations, and policies as requested.
8. Complete Comprehensive Plan Amendments as directed by the CITY and in conformance with Metropolitan Council process and requirements in applicable law.
9. Assist City staff with the drafting and preparation of public hearing notices and City Council and Planning Commission resolutions and related exhibits, organizing planning processes, reviews of building permits, lot combination/adjustments, and providing information to potential applicants and the public.
10. Assist and advise City staff on process for recording and prepare documents for recording in Washington County, as applicable.
11. Meet with residents, landowners and applicants on planning issues when requested by the City Administrator.
12. Attend monthly Planning Commission meetings and facilitate Commission discussions.
13. Attend City Council meetings when Planning items are on the agenda.
14. Coordinate with the City Engineer, City Attorney, South Washington Watershed District, Washington County, and others as needed to complete planning reviews and tasks.

15. Complete detailed monthly invoices for planning projects and general planning services in a format approved by CITY.

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*

### **EXHIBIT 3**

#### **COMPENSATION**

CITY will compensate CONSULTANT on a Lump Sum or an Hourly Rate basis, or combination thereof, as determined by CITY per authorized project in CITY's sole judgment and discretion, as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S Services shall apply to all or parts of a CITY authorized project scope where CONSULTANT's Services can be readily defined and/or where the level of effort required to accomplish such project can be estimated with a reasonable degree of accuracy. Reimbursement for direct expenses incurred in the performance of this Lump Sum work shall be included in the Lump Sum amount, unless otherwise set forth in the CITY approved written authorization for a project; and/or
2. An Hourly Rate method of payment for CONSULTANT's Services shall apply to all or parts of a project scope where CONSULTANT's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. The Hourly basis shall be the default basis of payment for Services unless a Lump Sum basis for a specific project is authorized by CITY in writing. Under the Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on a CITY approved project for CONSULTANT's personnel times an hourly billing rate established for each CONSULTANT employee. For Jane Kansier the hourly rate for 2021 shall be \$157/hr. For Harry Davis the hourly rate for 2021 shall be \$117/hr. The 2021 Schedule of Hourly Billing Rates for other CONSULTANT employees is included herein below, except that other employees providing Services under this Contract and their corresponding hourly rate shall be identified and approved by the City Administrator before the same provide Services. The CONSULTANT shall furnish an updated schedule to CITY annually by January 1. Hourly Rates may not change more often than once annually.

CITY will make periodic payment to CONSULTANT for CITY authorized projects upon billing from CONSULTANT at intervals not more often than monthly at either the Lump Sum or Hourly Rate basis, or combination thereof, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of Services completed by CONSULTANT to the satisfaction of the CITY Administrator.

## **2021 Schedule of Hourly Billing Rates**

### **Schedule of Fees**

<b>Employee Classification</b>	<b>Hourly Billing Rates</b>
<b>Senior Principal</b>	<b>\$230-290/Hour</b>
<b>Principal Engineer/Surveyor/Planner/GIS/Landscape Architect</b>	<b>\$150-225</b>
<b>Senior Engineer/Surveyor/Planner/GIS/Landscape Architect</b>	<b>\$130-220</b>
<b>Project Manager (Inc. Survey, GIS, Landscape Architect)</b>	<b>\$130-215</b>
<b>Project Engineer/Surveyor/Planner/Landscape Architect</b>	<b>\$70-185</b>
<b>Design Engineer/Landscape Designer/Graduate Engineer/Surveyor</b>	<b>\$90-190</b>
<b>Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)</b>	<b>\$70-175</b>
<b>Senior Technician (Inc. Construction, GIS, Survey<sup>1</sup>)</b>	<b>\$90-180</b>
<b>Technician (Inc. Construction, GIS, Survey<sup>1</sup>)</b>	<b>\$65-160</b>
<b>Administrative/Corporate Specialists</b>	<b>\$60-140</b>
<b>Structural/Electrical/Mechanical/Architect</b>	<b>\$120-175</b>
<b>GPS/Robotic Survey Equipment</b>	<b>NO CHARGE</b>
<b>CAD/Computer Usage</b>	<b>NO CHARGE</b>
<b>Routine Office Supplies</b>	<b>NO CHARGE</b>
<b>Routine Photo Copying/Reproduction</b>	<b>NO CHARGE</b>
<b>Field Supplies/Survey Stakes &amp; Equipment</b>	<b>NO CHARGE</b>
<b>Mileage</b>	<b>NO CHARGE</b>

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

1. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CITY agrees to pay any applicable sales taxes.
2. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
3. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work.

City of Newport, MN  
Resolution No. 2021-32  
A Resolution Approving Annual Liquor Licenses

**WHEREAS,** The City of Newport requires a license to be issued for the sale of alcohol; and

**WHEREAS,** applications have been submitted by the listed liquor establishments for the listed liquor licenses; and

- Newport Spirits and Liquor LLC (Newport Liquor): Off-Sale
- Cloverleaf Bar and Grill Inc. (Cloverleaf Bar and Grill): On-Sale and Sunday On-Sale
- Opinion Brewing Co LLC (Opinion Brewing Company): Off-Sale, On-Sale and Sunday On-Sale
- Northern Tier Retail LLC (Speedway #4459): 3.2 Off-Sale
- Loupat Corp. (Tinucci's): On-Sale and Sunday On-Sale

; and

**WHEREAS,** the effective dates of all liquor licenses shall be from July 1, 2021 until June 30, 2021; and

**NOW, THEREFORE BE IT RESOLVED,** that the City of Newport, Minnesota, approves the applications of Newport Liquor, Cloverleaf Bar and Grill, Opinion Brewing Company, Speedway #4459, and Tinucci's after the following conditions have been met:

1. Provide proof of liquor liability insurance
2. Provide proof of workers' compensation insurance or appropriate form waiving this insurance requirement
3. Renewal fee is paid

Adopted this 3<sup>rd</sup> day of June 2021 by the Newport City Council.

Motion by: \_\_\_\_\_,                      Seconded by: \_\_\_\_\_

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Johnson	_____

Signed: \_\_\_\_\_  
Laurie Elliott, Mayor

Attest: \_\_\_\_\_  
Deb Hill, City Administrator