



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

MAYOR: Laurie Elliott
COUNCIL: Kevin Chapdelaine
Tom Ingemann
Marvin Taylor
Rozlyn Johnson

City Administrator:
Supt. of Public Works: Matt Yokiel
Fire Chief: Steven Wiley
Asst. to the City Admin: Travis Brierley
Law Enforcement (WCSO): Bill Harrell

CITY COUNCIL AGENDA
October 6, 2022- 5:30 PM

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- September 1, 2022 Council Workshop
 - B. Minutes- September 15, 2022 Regular Council
 - C. Minutes- September 20, 2022 Special Council
 - D. Minutes- Planning Commission July 7, 2022
 - E. Minutes- HPC June 8, 2022
 - F. **Resolution No 2022-38-** Gambling Application
 - G. **Resolution No 2022-40-** Fee Schedule Update
 - H. Tolling Agreement
 - I. List of Bills- \$238,532.76
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT
9. ENGINEER'S REPORT
 - A. **Ordinance No 2022-08-** Illicit Discharge
10. SUPERINTENDENT OF PUBLIC WORKS REPORT
 - A. Library Window Restoration

11. ADMINISTRATION REPORT

- A. **Resolution No 2022-39-** FEMA Signature Authorization
- B. Library Advisory Committee Meeting Location

12. MAYOR AND COUNCIL REPORTS

- A. City Administrator Hiring and Contract

13. ADJOURNMENT



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COUNCIL WORKSHOP MINUTES SEPTEMBER 1, 2022

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 5:48 p.m. on September 1, 2022.

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. 2023 BUDGET

Assistant to the City Administrator Travis Brierley discussed a potential update to the fee schedule to include a non-residential connection fee when property is on a County Road. Assistant Brierley will bring this back to a future meeting.

Assistant Brierley presented the preliminary budget to Council. Highlights assume a 15% health insurance increase and a 12.4% increase for law enforcement. The budget also includes updates to council pay, fire department pay, staff COLA increases, CIP additions. Assistant Brierley will bring back the budget back to the next Council meeting.

4. THC LAW

Assistant Brierley gave Council a sample THC ordinance. Council had a brief discussion about the new THC Law and how we might implement regulations in the City. Council would like to keep this out of residential zones. This item will be brought back to a future workshop.

5. BUILDING DEDICATION PLAQUES

Mayor Elliott discussed a dedication plaque for the new City Hall / Public Safety Building. We also need a plaque to name the Public Works building after Retired Public Works Superintendent Bruce Hanson. Council discussed recognizing 30-year Heritage Preservation Commission (HPC) members by dedicating a tree to each of them.

6. NEDA MEETING AVAILABILITY

Assistant Brierley stated we will do a Public Hearing for the sale of the property at 975 2nd Avenue on September 15th 2022.

7. FUTURE MEETING AGENDA ITEMS

Assistant Brierley stated future agenda item include the budget, trolling agreement, THC regulations, etc.

8. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 7:16 p.m. on September 1, 2022.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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CITY COUNCIL MINUTES
September 15, 2022

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on September 15, 2022.

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

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

5. PUBLIC COMMENTS

Dan Lund, residing at 1125 2nd Avenue, addressed the Council. Mr. Lund stated he wanted to comment on the budget and levy process. Mr. Lund stated he sent an email requesting updated numbers for the tax impact and was impressed that staff pulled those together in time for this meeting. Mr. Lund stated we had an outstanding year with new development. Unfortunately, due to the transfer of property values from commercial into housing, and the loss of the homestead credits, a flat levy is still going to cause a net increase for taxes for the average homeowner. Mr. Lund stated this is not the fault of the City Council or any staff and suggests that we invest what we can afford and try not to do everything at once. He feels the Council is doing an outstanding job and appreciates the staff's effort.

6. ADOPT CONSENT AGENDA

- A. Minutes-** August 18, 2022 Regular Meeting
- B. Minutes-** August 18, 2022 Council Workshop
- C. Minutes-** August 31, 2022 Special Council
- D. Minutes-** September 1, 2022 Special Council
- E. Minutes-** September 1, 2022 Regular Meeting
- F. Resolution No 2022-37-** Bow Hunting
- G. List of Bills-** \$280,785.96
- H. Financial Report-** August 2022

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

7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

Washington County Sheriff's Deputy Sergeant Bill Harrell – no formal report.

8. FIRE CHIEF'S REPORT

Fire Chief Steve Wiley stated earlier this week Mayor Elliott inquired about their fire statistics, so he brought a high-level recap of their August calls. Chief Wiley stated they had twenty-three calls in August and of those, six were medical, and seventeen were fire related calls. They had two structure fires: one in St. Paul Park and one in Cottage Grove. Of the six medical calls, four were full arrests (not breathing / no pulse). They responded to five motor vehicle accidents, and the rest of the calls were electrical hazards, alarms, cooking fire, etc. Mayor Elliott thanked Chief Wiley and stated that report was helpful to Council and members of the public. Member Ingemann inquired about the number of calls since the first of the year. Chief Wiley stated they have taken approximately 140 calls. They typically manage two hundred calls each year and their numbers keep increasing. Chief Wiley stated last year they had twenty-four structure fires.

Chief Wiley reported they had a structure fire at 1650 10th Avenue, in the center building of the Newport Ponds complex. The call came in at 4:30 a.m. and the first and second engines were both Newport engines. They were able to get in and do search and rescue along with fire attack at the same time. Chief Wiley thanked the deputies and stated they did excellent job evacuating the building. The deputies got pushed back with the heavy smoke up on the third floor where they heard people screaming. Fire rescued four adults and one infant from the third floor of the apartment complex. Once they were given the all-clear, Firefighters escorted residents back into their apartments to grab a few essentials they needed. St. Paul Park, Cottage Grove, and Woodbury all assisted in this call. Chief Wiley stated they could not have done it without the mutual aid help from the other cities and appreciates their relationships. Chief Wiley stated he is extremely proud of the work the guys did. They kept the fire contained to the second-floor unit. There was heavy damage above and below, but the rest of the building was untouched by fire. In talking with the building inspector, those three apartments are condemned. The building inspector is meeting with Lion Rock Management tomorrow to go through the rest of the building checking smoke detectors, emergency lighting, the smell in the hallways, and ensure the doors are secured since rescue had to breach about half the units during the rescue operation. Mayor Elliott inquired if the other units pass inspection will those residents be able to move back in. Chief Wiley stated it is up to the building inspector. Mayor Elliott expressed her gratitude for our volunteer firefighters and law enforcement for their quick response and no loss of life.

9. ENGINEER'S REPORT

City Engineer Jon Herdegen – no formal report.

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

A. Pay Request- H&U

Superintendent of Public Works Matt Yokiell stated they are busy going through punch list items, updating/changing locks, and waiting on back-ordered items for the new City Hall Building. They are also training on the new HVAC and boilers to learn the technical side. The cleaning crew will start cleaning the new building on Tuesday.

Superintendent Yokiell stated H+U submitted pay request No. 20 in the amount of \$96,439.99 for labor and materials. Mayor Elliott inquired what we have left to pay. Superintendent Yokiell stated he believes we are 96% complete.

Member Ingemann motioned to approve Pay Request No. 20 in the amount of \$96,439.99 to H+U. Seconded by Member Chapdelaine. Approved 5-0.

Superintendent Yokiell informed Council they are working on window restoration at the library.

Superintendent Yokiell stated the contractors for the Pioneer Park playground are planning to work through this weekend to try and complete the new playground by next Thursday.

11. ADMINISTRATION REPORT

A. Non-Residential Connection Fees

Assistant to the City Administrator Travis Brierley stated we discussed reducing the non-residential connection fee for water and sewer at the last workshop. Staff researched the non-residential connection fee of \$13,500 and recommends we change it to be \$5,000 per service for new service lines and \$1,500 per service for lines that have been replaced. Mayor Elliott inquired if \$5,000 is enough to cover a non-stubbed property. Superintendent Yokiel stated the resident would be responsible for the entire cost out to the main. Mayor Elliott stated if we update the fee schedule, we need to make it clear that it would be \$5,000 for sewer and \$5,000 for water.

Member Ingemann motioned to change the fee schedule for non-residential connection fees to \$5,000 per service on new service lines and \$1,500 per service for lines that have been replaced. Seconded by Member Johnson. Approved 5-0.

B. Fire Department Pay

Assistant Brierley stated Chief Wiley gave Council a presentation on Fire Department pay at a previous workshop. The consensus was to start a firefighter's pay at Grade 1, Step 1, which is currently \$17.18, on the City's pay scale. Each promotable fire department rank would be paid an additional dollar per hour. This change would take place on October 1st and should help standardize raises moving forward. Mayor Elliott stated during that workshop we discussed data from surrounding communities. We are having recruitment and retention issues and were behind where we should have been.

Member Ingemann motioned to approve the change to Fire Department pay starting on October 1, 2022. Seconded by Member Johnson. Approved 4-0-1 (Taylor).

C. 2023 Preliminary Budget

1. Resolution No 2022-36- Preliminary Budget

Assistant Brierley stated the memo in the packet has been updated from a previous memo as the tax impact data that was presented was inaccurate. The median value home increased by 21.4%, shifting a greater burden of the levy onto residential home properties. In addition, homestead exclusions were adjusted for 2023, which increased the taxable market value of residential properties. Before finalizing the budget, we need to look into future planning of parks, building improvements, and equipment upgrades. Many of the budget increases can be attributed to increased operational costs, staff, fire, and law enforcement increases, met council charges, and a drop in local government aid. There are still a few items estimated on the budget which include health insurance and CIP fund transfers from the general and NEDA budget. Staff proposed a preliminary levy of 3,706,781 which translates to a tax increase by the city of approximately \$191.81 for an average home valued at \$250,000.

Mayor Elliott stated we need to certify a preliminary levy and set a budget hearing date by September 30th. The final levy and budget would be adopted on December 15th. When discussing the budget, Council should ensure we can maintain existing services, programs, and infrastructure. Second, that we can meet our existing debt obligations. Third, to support capital replacement and repairs. Lastly, to make sure we are doing a respectable job of being effective with the tax dollars. Council discussed and agreed we should follow staff's recommendation for setting the preliminary levy of \$3,706,781.

Member Chapdelaine motioned to adopt Resolution No. 2022-36 – Establishing a preliminary city tax levy of \$3,706,781 for collection in 2023 and to set the truth in taxation hearing for December 1, 2022. Seconded by Member Johnson. Approved 5-0.

Mayor Elliott re-emphasized this is a preliminary budget. This number is capped, so we cannot go higher than this number, but we can go lower.

12. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated the League of Women Voters candidate forum will be on Wednesday, September 21st at 7:00 p.m. This will be Senate District 53 and House District 53B, which are the new districts that will be representing Newport. At 8:15 p.m. that same evening will be the Newport City Council forum. We have four people running for Newport City Council: Council Member Tom Ingemann, Former Council Member Bill Sumner, Planning Commissioner Tony Mahmood, and a newcomer Zachary Murphy. The forum will be on Comcast channel 18 or channel 859. Residents can also live stream the forum on the South Washington Telecommunications website at swctc.org. Residents can submit questions for candidates to the League of Women Voters at lwvmn.org. Absentee voting will begin on September 23rd.

13. ADJOURNMENT

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

The City Council Meeting was adjourned at 6:27 p.m. on September 15, 2022.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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SPECIAL CITY COUNCIL MEETING MINUTES SEPTEMBER 20, 2022

1. CALL TO ORDER

Mayor Elliott called the Special Council Meeting to order at 9:50 a.m. on September 20, 2022.

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 (remote).

Not Present (0): None.

3. CITY ADMINISTRATOR INTERVIEWS

The City Council conducted interviews with four finalists for the City Administrator position. The four finalists were Devin Swanberg, Lisa Shadick, Joseph Hatch, and Travis Brierley.

Member Ingemann motioned to recess the Special Council Meeting for lunch. Seconded by Member Chapdelaine. Approved 5-0.

The Special Council Meeting was recessed at 11:50 a.m. on September 20, 2022.

Member Chapdelaine motioned to resume the Special Council Meeting. Seconded by Member Ingemann. Approved 5-0.

The Special Council Meeting was resumed at 12:56 p.m. on September 20, 2022.

Following the final interview, Liza Donabauer, with DDA, shared written staff feedback with the Council. Council discussed and deliberated, and the consensus was to offer the position to Joseph Hatch and to appoint Mayor Elliott and Member Ingemann to serve on the negotiating committee along with Ms. Donabauer.

Member Chapdelaine motioned to offer the position and negotiate the terms of employment with Joseph Hatch. Seconded by Member Taylor. Approved 5-0.

4. ADJOURNMENT

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

The Special Council Meeting was adjourned at 4:05 p.m. on September 20, 2022.

Respectfully submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



**CITY OF NEWPORT
PLANNING COMMISSION MEETING MINUTES
NEWPORT CITY HALL
July 12, 2022**

1. CALL TO ORDER

Chair Brandon Leyde called the Planning Commission Meeting to order at 5:30 p.m. on July 12, 2022.

2. ROLL CALL

Present (4): Chairman Brandon Leyde, Commissioner Maria Bonilla, Commissioner Anthony Mahmood, and Commissioner Tami Fuelling

Not Present (1): Commissioner Michael Kermes

3. MEETING MINUTES

A. June 14, 2022

Commissioner Mahmood motioned to approve the Planning Commission Meeting Minutes from June 14, 2022. Seconded by Commissioner Fuelling. Approved 4-0.

4. PUBLIC HEARING- Sign Ordinance

City Planner Nathan Fuerst stated the zoning text amendment was initiated by Vollrath at 910 Hastings Avenue. Vollrath would like to display a large banner to advertise for employment. The banner is 50' long by 63" tall. They would like the banner displayed for six months to one year. Staff reviewed and found the banner is too large, the duration too long, and not permitted in our city code for temporary signs. Planner Fuerst explained the proposed revisions for banners include they would only be permitted in business districts, the banners must be affixed to a façade, and the maximum duration is no longer than six months.

Chair Leyde opened the Public Hearing for the Sign Ordinance at 5:41 p.m. on July 12, 2022.

Bill Sumner, residing at 737 21st Street, addressed the Commission. Mr. Sumner stated the city is working to be more flexible with the ordinance and supporting businesses and the six-month duration for temporary signs seemed reasonable. Mr. Sumner stated he would support the city allowing an appropriately sized sign in good condition to be temporarily affixed to a business in the business district.

Planner Fuerst stated the six-month duration would be specifically for banners. The city is not proposing to change the ordinance for temporary signs, which are limited to thirty days. Assistant to the City Administrator Travis Brierley stated all signs need to be in good condition and maintained.

Chair Leyde closed the Public Hearing for the Sign Ordinance at 5:45 p.m. on July 12, 2022.

Chair Leyde inquired the difference between approving this ordinance and what is currently allow for permanent wall signs. Planner Fuerst stated we have a distinction between a temporary sign and a permanent sign. Permanent signs would still be limited to the wall sign standards of 150 square feet. A business could have their current wall sign and add a temporary banner but would be limited to all wall signage under 20% of the façade.

Chair Leyde inquired if the city would require a permit so we can control when the banner was installed and its condition. Assistant Brierley stated we currently do not require permits for temporary signs. The city has the right to enforce its ordinance, which includes our zoning code. The city could request some type of application be filled out for a banner.

Chair Leyde inquired what stops someone from changing the sign slightly or taking it down for a day and putting it back up. Assistant Brierley stated we would limit the duration per calendar year.

Commissioner Mahmood inquired if the 20% coverage of the façade included the entire property or each tenant's space. Assistant Brierley stated it would be for the entire property.

Commissioner Fuelling motioned to recommend Council approve the zoning text amendment as described by staff with amendments to include the 12-month calendar duration and a review process. Seconded by Commissioner Bonilla. Approved 4-0.

5. PUBLIC HEARING- Comprehensive Plan Amendment

Planner Fuerst stated the Met Council is currently reviewing the city's amendment to its comprehensive plan which was approved in March 2022. In the review was the Newport transition station and the future land use guidance for that area. The Met Council identified an inconsistency between the adopted Met Council housing policy and the city's adopted 2040 plan. Specifically, this inconsistency is related to some of the tools that are identified by the city as ways to address needs for affordable housing. The Met Council identified several bullet points for the city to include in its comp plan table 9-7. Staff recommends approval of the draft amendment.

Chair Leyde opened the Public Hearing for the Comprehensive Plan Amendment at 6:03 p.m. on July 12, 2022.

Mr. Sumner stated he agrees with the comprehensive plan amendment so the city would be in full compliance with the Met Council.

Chair Leyde closed the Public Hearing for the Comprehensive Plan Amendment at 6:05 p.m. on July 12, 2022.

Commissioner Bonilla wanted to clarify that the Met Council made these recommendations but does not require us to adopt. Planner Fuerst stated the city was one of the first ones that had its comprehensive plan reviewed and approved by the met council back in 2018 on the basis that we were substantially conforming. They are now requiring full conformance.

Commissioner Mahmood inquired what kind of funding we could get from the Met Council. Planner Fuerst stated the Met Council has several different grant programs that are often for developments.

Commissioner Bonilla motioned to recommend Council approve the comprehensive plan amendment. Seconded by Commissioner Fuelling. Approved 4-0.

6. COMMISSION REPORTS

None.

7. ADJOURNMENT

Commissioner Mahmood motioned to adjourn the Planning Commission Meeting. Seconded by Commissioner Bonilla. Approved 4-0.

The Planning Commission meeting was adjourned at 6:11 p.m. on July 12, 2022.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Brandon Leyde, Chairman

**CITY OF NEWPORT
HERITAGE PRESERVATION COMMISSION
MINUTES OF JUNE 8, 2022
REGULAR MEETING**

A regular meeting of the Newport Heritage Preservation Commission (HPC) was held at City Hall on June 8, 2022.

Call to order

The meeting was called to order by Chairperson Sumner at 5:00 p.m.

Roll call

The following voting members were present: Bill Sumner (chair), Jo Bailey, Fred Leimbek, Beverly Bartl and Penny Duff.

Preservation Planner Robert Vogel.

Secretary's report

The minutes of the April 13, 2022 regular meeting were unanimously approved as submitted.

Red Rock cemetery

Preservation Planner Vogel reported on the condition of the historic Red Rock Cemetery, which is a designated Newport Heritage Landmark (owned by the city). The historic burial ground attracts visitors and contains twenty-eight tombstones, most of which are in a good state of preservation. The grounds are overgrown and need to be mowed. The entry gate has been damaged and needs to be repaired or replaced.

Irish family

Preservation Planner Vogel provided a brief overview of what is known about the Newport pioneers Joseph and Lucy W. (Keeey) Irish, who settled at Red Rock Prairie in 1851. Lucy is credited with producing the first cheese sold in Minnesota Territory and the Irish farm was one of the largest agricultural holdings in the Newport area by the 1870s. After Lucy's death in December, 1884, Joseph sold the family farm and relocated to Walla Walla, WA, where he died in 1897.

Pioneer Day plans

This year's Pioneer Day celebration will take place in Pioneer Memorial Park on Sunday, August 14. The HPC has had a presence at Pioneer Day every year since 1993 and the consensus was to have an HPC table again this summer. It was also felt that this might be an opportune time for

the HPC to partner with the model railroad club by having them open the Train Tower to the public.

MN Preservation Conference

The annual statewide heritage preservation conference will be held in Duluth on September 14-16, 2022. Several commissioners indicated they were interested in attending. At least one member of the HPC is required to attend in order for the city to maintain its Certified Local Government status. Staff will provide more information on registration, costs and scholarship grants as soon as it becomes available.

Plans for celebrating 30 years of HPC work

There was a brief discussion of ways to celebrate the thirtieth anniversary of the establishment of the Newport Heritage Preservation Commission, which held its first official meeting on September 23, 1992.

There being no further business, the meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Robert C. Vogel

Preservation Planning Consultant

City of Newport, MN
Resolution No. 2022-38
A Resolution Approving A LG230 Application To Conduct Off-Site
Gambling For the South Saint Paul-Newport Lions Club

WHEREAS, The City of Newport has received a request from the St. Paul Park/Newport Lions Club to approve a gambling application to conduct off-site gambling for a raffle on October 22, 2022, at Tinucci's Restaurant located at 396 21st Street, and

WHEREAS, the Tinucci's Restaurant located at 396 21st Street is located within the corporate limits of the City of Newport, and

WHEREAS, the St. Paul Park/Newport Lions Club is an organization based within the City of Newport, and,

NOW, THEREFORE BE IT RESOLVED, that the City of Newport, Minnesota, approves the request of the St. Paul Park-Newport Lions Club to conduct a raffle, pull-tabs, tipboards, and paddlewheel gambling at Tinucci's Restaurant located at 396 21st Street, on October 22, 2022.

Adopted this 6th day of October 2022 by the Newport City Council.

Motion by: _____ Seconded by: _____

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

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Travis Brierley, Assistant to the City Administrator

City of Newport, MN
Resolution No. 2022-40
A Resolution Approving The 2022 City Fee Schedule Amendment

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

WHEREAS, the City Council adopted the 2022 fee schedule on January 7, 2022 with Resolution No. 2022-04, and

WHEREAS, the fee schedule requires revision since its adoption, and

WHEREAS, the City should consider the following fees to be amended:

1. Non-Residential Connection Fees
 - a. Connection on non-replaced trunk lines
 - i. Sewer- \$5,000
 - ii. Water- \$5,000
 - b. Connection on replaced trunk lines
 - i. Sewer- \$1,500
 - ii. Water0 \$1,500

NOW, THEREFORE, BE IT RESOLVED, that the Newport City Council hereby approves the City Fee Schedule amendment for the following fees:

1. Non-Residential Connection Fees
 - a. Connection on non-replaced trunk lines
 - i. Sewer- \$5,000
 - ii. Water- \$5,000
 - b. Connection on replaced trunk lines
 - i. Sewer- \$1,500
 - ii. Water0 \$1,500

,and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Newport City Council hereby approves these changes to be effective for all applications submitted on or after August October 6, 2022.

Adopted this 6th day of October 2022 by the Newport City Council.

Motion by: _____ Seconded by: _____

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

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Travis Brierley, Assistant to the City Administrator

**Extension to Tolling Agreement for Claims
Newport City Hall Construction Project**

This Extension to Tolling Agreement for Claims ("Extension") is made this 1st day of September 2022, by and between City of Newport, a municipal corporation under the laws of the State of Minnesota ("Owner"), Hoffmann + Ulhorn Construction, Inc., a corporation under the laws of the State of Minnesota ("Construction Manager"), and S&S Concrete & Masonry, LLP dba Northland Concrete & Masonry Company, LLC, a company under the laws of the State of Minnesota ("Masonry Contractor"), (together, "Parties") related to the Tolling Agreement for Claims between the Parties dated February 3, 2022, and attached hereto as **Exhibit A** ("Tolling Agreement").

The purpose of this Extension is to provide additional time for the Parties to articulate and submit claims related to the Newport City Hall project, as considered and described in the Tolling Agreement.

Therefore, the Parties agree as follows:

1. The temporary suspension indicated in Paragraph 1 of the Tolling Agreement shall be extended for an additional period of sixty (60) days from the end of the indicated tolling period, for a total of two-hundred-forty (270) days from February 3, 2022.
2. All other provisions of the Tolling Agreement shall remain in full effect until the end of the extended tolling period.
2. The effective date of this Extension shall be the day and year above.
3. This Extension may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

(Remainder of page intentionally left blank.)

**Tolling Agreement for Claims
Newport City Hall Construction Project**

This Tolling Agreement for Claims ("Agreement") is made this 3rd Day of February, 2022, by and between City of Newport, a municipal corporation under the laws of the State of Minnesota ("Owner"), Hoffmann + Ulhorn Construction, Inc., a corporation under the laws of the State of Minnesota ("Construction Manager"), and S&S Concrete & Masonry, LLP dba Northland Concrete & Masonry Company, LLC, a company under the laws of the State of Minnesota ("Masonry Contractor"), (together, "Parties") related to any and all Claims arising from or related to the agreements referenced in **Exhibit A** between the Parties ("Project Agreements").

The purpose of this Agreement is to provide adequate time for the parties to explore other options of settling the dispute other than litigation or formal arbitration, while allowing the facts to develop and the project to move forward toward completion.

Therefore, the Parties agree as follows:

1. The contractual time periods applicable for any party to bring Claims against one another arising from or related to the Project Agreements, including but not limited to change proposals and/or claims involving liquidated damages, delays/suspensions by owner, additional work, rejected work, deficient work, or replacement of work ("Claims") shall be suspended for a period of two hundred ten (210) days from the date of this Agreement.
2. The effect of this temporary suspension is that, for all Claims existing as of the effective date of this Agreement, the applicable time frames for making Claims pauses on the effective date of this Agreement.
3. Nothing in this Agreement shall affect any defense available to any party as of the effective date of this Agreement, and this Agreement shall not be deemed to revive any Claim that is or was already barred by contract, statute, common law, or any other defense based on lapse of time.
4. This Agreement shall not be deemed to alter any contractual time periods other than the time periods related to Claims between the Parties.
5. The effective date of this Agreement shall be the day and year above.
6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF NEWPORT

By: Laurie D. Elliott
Laurie Elliott, Its Mayor

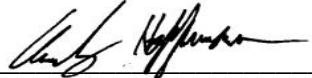
Date: 2-3-2022

By: Debna D Hill
Deb Hill, Its City Administrator

Date: Feb 3, 2022

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

HOFFMANN + ULHORN CONSTRUCTION, INC.

By: _____
 , Its President

Date: 2/4/22_____

By: _____
 , Its CFO

Date: 2/4/22_____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

S&S CONCRETE & MASONRY, LLP DBA NORTHLAND CONCRETE & MASONRY COMPANY, LLC

By: _____
 , Its

Date: _____

By: _____
 , Its

Date: _____

EXHIBIT A
PROJECT AGREEMENTS

1. AIA Document 133 – 2009, dated January 9, 2020, between Owner City of Newport and Construction Manager Hoffman + Uhlhorn Construction, Inc.
2. AIA Document A101 – 2017, dated December 14, 2020, between Owner City of Newport and Contractor Northland Concrete & Masonry Company, LLC
3. Standard Purchase Agreement (Form #B-53), dated February 2, 2021, between Owner City of Newport and Vendor Northland Concrete & Masonry Company, LLC
4. Assignment of Northland Trade Contract for Materials, dated December 14, 2020, between Owner City of Newport and Construction Manager Hoffman + Uhlhorn Construction, Inc.
5. Assignment of Northland Trade Contract for Labor, dated December 14, 2020, between Owner City of Newport and Construction Manager Hoffman + Uhlhorn Construction, Inc.

Recurring

2004e	HEALTHPARTNERS	15-Sep-22	\$12,419.60 Health insurance
2005e	UNUM	15-Sep-22	\$527.03 Long-term disability and life insurance
2006e	UNITED STATES TREASURY	22-Sep-22	\$7,527.77 SS, federal and Medicare
2007e	MN REVENUE	22-Sep-22	\$1,278.09 State taxes
2008e	MSRS	22-Sep-22	\$3,348.35 HCSP & voluntary retirement
2009e	WEX BANK	22-Sep-22	\$1,149.58 HSPA
2010e	WEX BANK	22-Sep-22	\$1,241.46 HSPA-2nd payroll Sept
2011e	MN REVENUE	29-Sep-22	\$1,250.00 Water sales and use tax
24955	Cardmember Services	15-Sep-22	\$12,924.28 credit card purchases
24956	CINTAS	15-Sep-22	\$637.20 Uniform cleaning
24957	H & U CONSTRUCTION	15-Sep-22	\$96,439.99 City hall pay application #20
24958	INTERNATIONAL UNION OF OP. ENC	15-Sep-22	\$175.00 Union dues
24959	NEWPORT FIRE RELIEF ASSOC.	15-Sep-22	\$455.00 Fire relief change for pay 2021
24960	XCEL ENERGY	15-Sep-22	\$2,858.72 Electricity and natural gas
24961	ANCHOR SOLAR INVESTMENTS, LL	22-Sep-22	\$372.26 Solar leasing
24962	CUSTOM ONE HOMES	22-Sep-22	\$176.00 Reimburse duplicate electrical permit fee
24963	PERA	22-Sep-22	\$4,395.46 Retirement
24964	AMANDA SWANSON	22-Sep-22	\$56.58 Overpayment of final water bill
24983	LINDA ANDERSON	29-Sep-22	\$42.18 Reimburse overpay of final water bill
24984	TRAVIS BRIERLEY	29-Sep-22	\$123.38 Mileage reimbursement
24985	MARCO TECHNOLOGY LLC	29-Sep-22	\$268.70 Copier contract
24986	Metropolitan Council	29-Sep-22	\$12,449.85 SAC charges
24987	NCPERS GROUP LIFE INS.	29-Sep-22	\$16.00 Addt. Life insurance
24988	DEB SCHULZ	29-Sep-22	\$79.50 Mileage and purchase reimbursement
24989	VERIZON	29-Sep-22	\$270.06 Cell phones and hot spots
24990	MATT YOKIEL	29-Sep-22	\$87.51 Uniform reimbursement
24991	XCEL ENERGY	29-Sep-22	\$10,904.71 Electricy and natural gas
	Staff		\$18,354.89
24965	ADVANCED SPORTSWEAR	06-Oct-22	\$125.73 Shipping pads and clothing
24966	ATOMIC DATA, LLC	06-Oct-22	\$12,829.60 Server
24967	BOLTON & MENK, INC.	06-Oct-22	\$5,155.00 City planning
24968	CHETS SAFETY SALES	06-Oct-22	\$212.49 Uniform allowance boots
24969	COMPANION ANIMAL CONTROL	06-Oct-22	\$300.00 Dog catching contract
24970	ECKBERG LAMMERS, P.C.	06-Oct-22	\$2,000.00 Legal fees
24971	FLAHERTY & HOOD, P.A.	06-Oct-22	\$2,818.75 Legal fees
24972	GUARDIAN SUPPLY	06-Oct-22	\$95.97 Uniform-Fischer
24973	HOLCIM - MWR, INC.	06-Oct-22	\$4,848.14 Class 5 for Pioneer Park playground
24974	NICHE VISUAL	06-Oct-22	\$13,686.00 City hall sign
24975	OXYGEN SERVICE CO.	06-Oct-22	\$30.46 Oxygen supplies
24976	PATHFINDER CRM, LLC	06-Oct-22	\$1,500.00 Every two month bill HPC consultant
24977	RITEWAY BUSINESS FORMS	06-Oct-22	\$325.12 Checks
24978	RUMPCA COMPANIES INC.	06-Oct-22	\$56.00 Mulch for parks
24979	SOUTH SUBURBAN RENTAL, INC.	06-Oct-22	\$506.49 Mini bobcat for base at Pioneer Park and lp gas
24980	DEVIN SWANBERG	06-Oct-22	\$279.23 Mileage and stay for interview reimbursement
24981	TRITON HYDROTOOLS	06-Oct-22	\$190.19 Sewer rod
24982	WATER CONSERVATION SERVICE	06-Oct-22	\$329.25 Leak locate
24992	ADVANCED SPORTSWEAR	06-Oct-22	\$30.00 Logo on shirts
24993	DAKOTA SUPPLY GROUP	06-Oct-22	\$930.00 1 way check valve
24994	GERLACH OUTDOOR POWER EQUI	06-Oct-22	\$26.99 Trash grabbers
24995	GRAINGER PARTS	06-Oct-22	\$184.67 City hall janitor cart
24996	HAWKINS	06-Oct-22	\$30.00 Chlorine cylinders
24997	HOLCIM - MWR, INC.	06-Oct-22	\$1,539.38 Class 5 for Pioneer Park playground
24998	MENARDS - COTTAGE GROVE	06-Oct-22	\$78.35 Fire steam showers and shop supplies
24999	OXYGEN SERVICE CO.	06-Oct-22	\$309.49 Welder/plasma cutter supplies
25000	QUALITY LOCKSMITH SERVICES	06-Oct-22	\$286.31 Replacement lock for old city hall
			\$238,532.76



MSA Engineer's Report

To: Honorable Mayor and City Council Members
From: Jon Herdegen, P.E. – City Engineer
Subject: Pet Waste Ordinance
Date: September 29, 2022 – For the October 6th City Council Meeting

The City of Newport renewed their MS4 permit in 2021 and was issued a new MS4 permit in 2022. The reissued MS4 permit has additional requirements that the City of Newport will need to incorporate into their ordinances, policies, and procedures including a regulatory mechanism that requires the removal and proper disposal of pet waste on City property. Staff reviewed a model pet waste ordinance provided by MPCA with the City Council in July and with no exception.

Attached is an updated draft of Chapter 34, Article V “Illicit Discharge and Connection” of the City Code that incorporates the MPCA model ordinance language. All added text is shown in red front (there are no suggested deletions to this section).

Action Requested:

1. Consider adopting the revised ordinance language

Attachments:

1. Updated Chapter 34, Article V “Illicit Discharge and Connection”

City of Newport, MN
Ordinance No. 2022-08

An Ordinance Amending Chapter 34- Utilities,
Article V- Illicit Discharge and Connection, Sections 34-183- Definitions and
34-196- Animal Waste

THE CITY COUNCIL OF THE CITY OF NEWPORT DOES ORDAIN THAT (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted, sections which are only proposed to be re-numbered are only set forth below as to their number and title):

SECTION 1. City of Newport City Code, Chapter 2, Article II- City Council

Sec. 34-183. Definitions.

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

Authorized enforcement agency means city clerk-administrator or other staff as designated to enforce this article by the city council.

Animal means a dog, cat or other animal kept for amusement or companionship.

Animal Owner/Custodian means any person who harbors, feeds, boards, possesses, keeps or has custody of an animal.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. The term "BMPs" also includes treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. BMP's shall be the more stringent as defined by the state pollution control agency or by the South Washington Watershed District.

Clean Water Act means the federal Water Pollution Control Act (33 USC 1251 et seq.), and any subsequent amendments thereto.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge. any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this article.

Illicit connections means either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system, including, but not limited to, any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks,

regardless of whether the drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Immediately means at once, without delay.

Industrial activity means activities subject to NPDES industrial stormwater permits as defined in 40 CFR 122.26 (b)(14).

Minnesota Pollution Control Agency (MPCA) means the governing body in the state responsible for monitoring environmental quality and enforcing environmental regulations. Included with this oversight is the enforcement of the city's municipal separate storm sewer system (MS4).

Municipal separate storm sewer system (MS4) means the system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catchbasins, curbs, gutters, ditches, manmade channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit means the permit issued by the Minnesota Pollution Control Agency (MPCA) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater, or snowmelt.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

Soil/Defile means to make unclean from excrement

Storm drainage system means publicly owned facilities by which stormwater is collected or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and humanmade or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater management plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, or receiving waters to the maximum extent practicable.

Waste means solid matter expelled from the bowels of the pet; excrement

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a residence, business, or other facility.

(Code 1997, § 1025.03)

SECTION 2.

Sec. 34-196. Animal Waste.

- (a) No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, or public play area unless such owner immediately removes and disposes of all feces deposited by such animal in a sanitary manner.
- (b) It is unlawful for any person owning, keeping or harboring an animal to cause or permit said animal to be on any public property without having in his/her immediate possession a device for the removal of feces and depository for the transmission of excrement to a proper receptacle located on the property owned or possessed by such person.
- (c) It is unlawful for any person in control of, causing or permitting any animal to be on any public property to fail to remove feces left by such animal and dispose of it properly as described in section (b).
- (d) Proper disposal of animal waste shall be limited to burial where lawfully permitted, flushing in the toilet, bagging for disposal in the owner or keeper's waste receptacle, and bagging for disposal in a waste receptacle designated for animal waste in a public park or park area.
- (e) Disposal of animal waste in storm drains is prohibited.
- (f) Disposal of animal waste in public compost is prohibited.
- (g) The provisions of this section shall not apply to the ownership or use of any properly identified service animals, animals when used for police activities, or tracking animals when used by or with the permission of the appropriate authorities.

SECTION 3. This Ordinance shall take effect following its passage and publication.

Passed by the City Council of Newport, Minnesota this 6th day of October, 2022.

Motion by: _____,

Seconded by: _____

VOTE:

Elliott	_____
Chapdelaine	_____
Ingemann	_____
Taylor	_____
Johnson	_____

Signed: _____

Laurie Elliott, Mayor

Attest: _____

Travis Brierley,
Assistant to the City Administrator



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

MEMO

TO: Mayor and Newport City Council

FROM: Public Works Superintendent Matt Yokiel

DATE: September 28, 2022 – for October 8, 2022 City Council Meeting

SUBJECT: Library window restoration

Background: The windows at the library have multiple broken panes and was missing glazing. The rear door and the decorative arch over the front doors were starting to rot away. Squirrels had also chewed a hole thru the window frame, so I hired a contractor to perform some maintenance on the 160-year-old windows. Once the storm windows and flashing over the windowsills were removed, the true condition of the windows became apparent and major restoration work is needed. The Building CIP has \$50,000 scheduled to restore the windows in 2024.

Discussion:

The Council should consider the pros and cons to having the restoration work done this fall instead of 2024. The cost of the project does not require bids and Mr. Vogel with the HPC has been made aware of the potential to perform restoration this year. The next HPC meeting is October 12th where the restoration work will be presented. Generally, the HPC would be approached formally prior to this type of work being brought to Council for approval.

Complete in 2024

- CIP is budgeted for 2024 for \$50,000
- The cost of restoration in 2024 is unknown and the CIP only has an estimated cost
- Delay in the restoration can lead to further problems and higher future costs

Complete in 2022

- The cost is significantly less as the estimate is \$17,085
- The cost of the restoration will be billed to the Building CIP fund and refunded with the 2023 budget numbers. Currently the fund balance is about \$653,000 at the end of 2022 and is scheduled to be approximately \$532,000 at the end of 2023 if the work is not performed
- The \$50,000 in the CIP in 2024 is moved to 2023 and is reduced

Recommendation: Staff recommends that Council approves the contract to restore the original library windows along with rear door and original decorative arch over the front door and not begin work until the HPC has an opportunity to review at the October 12th HPC meeting.

Historic Preservation of the Newport Public Library

The Newport Public Library was designated a Newport Heritage Landmark by City Council resolution on May 15, 2003. The restoration proposal below is in accordance with the Heritage Resource Management Plan published by the Newport Heritage Preservation Commission in July 2011.

Window Restoration

A full window restoration requires removing the sash from the window opening and taking them to my shop where most of the work will be performed. The process looks like such—

Work performed at my shop—

01. Remove all existing glazing compounds
02. Remove glass
03. Strip the sash to bare wood using infrared heat and various profile scrapers
04. Make any necessary structural repairs, i.e. rotten wood, broken sticking, sagging rails, etc.
05. Condition the wood, as needed
06. Sand and prime the sash
07. Clean and recondition original glass
08. Reset original glass and replace broken panes
09. Glaze
10. Paint
11. Restore hardware, as needed

Work performed on site—

01. Removal of sash
02. Replace sash cord/blocking, as needed
03. Lubricate pulleys
04. Make operational adjustments, as needed
05. Installation of weather stripping, upon request

Additional exterior restoration

01. Scrape all loose/failing paint
02. Replace damaged wood, i.e. blind stops, sills, etc.
03. Condition wood, as needed
04. Sand, prime, and paint
05. Re-install storm windows

By my assessment, all windows qualify for full restoration. Four sashes have broken/damaged sticking that requires fixing, most upper sashes have sagging meeting rails, three lower sashes have rot/damage to their bottom rails, two sills need replacement, and all sashes have failing/flaking paint. Additional sills require a projection extension, as they do not extend out far enough from the existing siding.

Gothic Transom Restoration

While remediating damaged/rotten wood from the existing transom above the main entrance, I discovered the original transom hiding underneath. It is my professional opinion that the original transom should be restored in accordance with the Heritage Resource Management Plan, and not covered over.

01. Scuff sand and paint the existing transom
02. Recreate exterior casing that was previously removed
03. Add shoe moulding to close air gaps

Rear Entrance Restoration

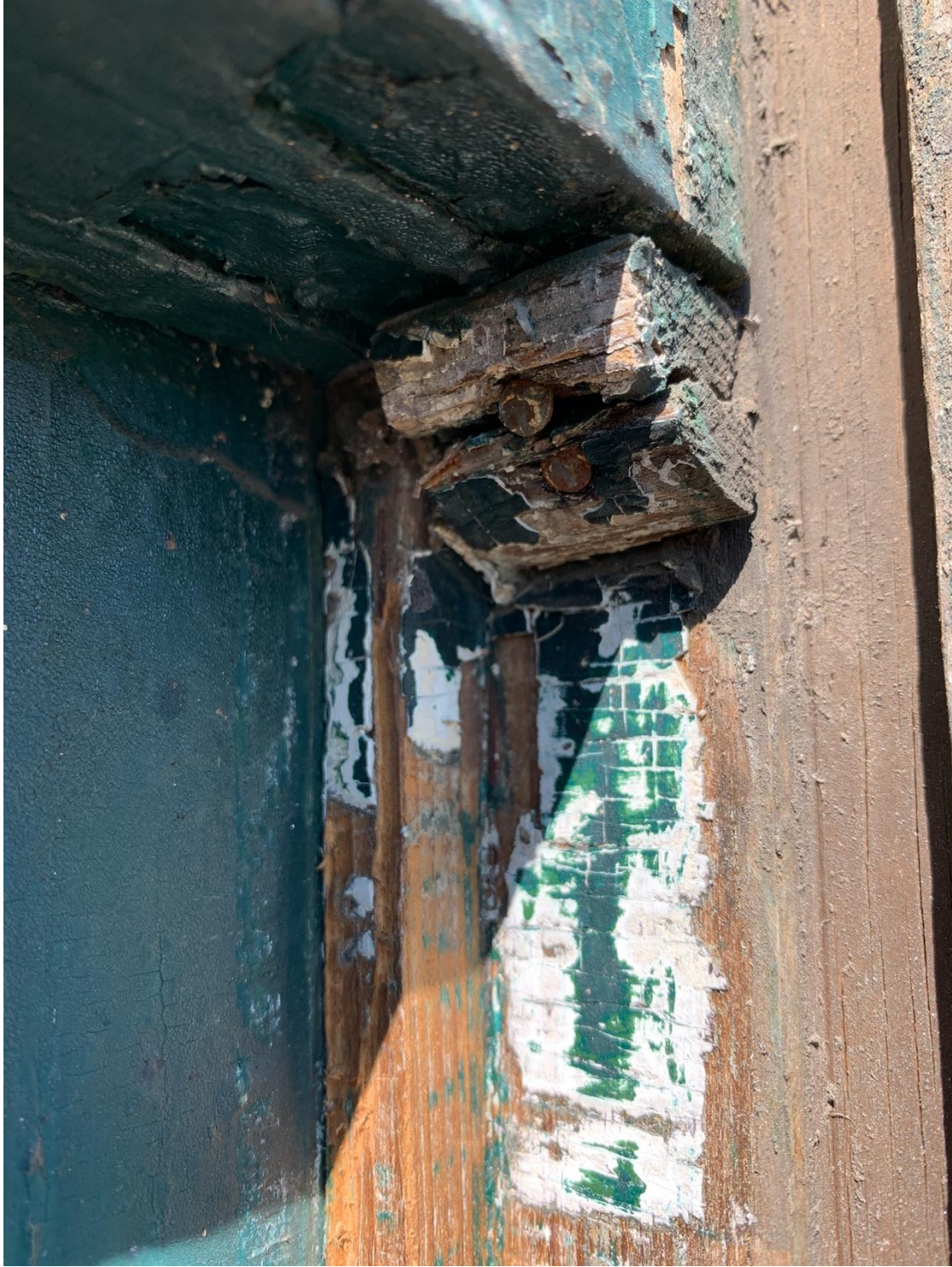
The rear entrance restoration remains unchanged from the previous assessment.

01. Strip paint/finish
02. Condition wood, as needed
03. Sand, prime, paint
04. Restore hardware
05. Operational tune-up, as need
06. Install weather stripping, upon request

*Images below



Damaged window sticking that requires replacement



Failing window blocking that requires replacement



The original transom, previously covered



Damaged sill that requires replacement.



The upper sashes are still functional but have been blocked in place for many decades. Would require an operational tune-up. Notice how the sill is flush with the siding.

Medicine Wood LLC

9120 Grey Cloud Trl
Saint Paul Park, MN 55071 US
+1 6512144740
medicinewood@gmail.com

Estimate

ADDRESS

Matt Yokiel
City of Newport
2060 1st Avenue
Newport, MN 55055

ESTIMATE 0017
DATE 09/21/2022
EXPIRATION DATE 12/31/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
09/26/2022	Full Window Restoration	Install new sash cords, prime and paint the jamb and stool, and install weatherstripping if desired. Deglaze and remove all glass panes, repair structural damage to window sash, strip all paint, reset and glaze original glass, replace broken or cracked glass, prime and paint, and restore hardware. Work to be primarily performed at my shop. Includes sticking repairs, previously quoted separately.	8	1,800.00	14,400.00
09/26/2022	Spot Painting	Scrape and sand window components, i.e. blind stops, sills, etc., prime, and paint.	8	150.00	1,200.00
09/26/2022	Gothic Transom Restoration	Remove loose and failing paint, scuff sand, prime bare wood, and paint. Replace exterior casing that was previously removed. Install shoe moulding to fill air gaps.	1	600.00	600.00
09/26/2022	Window Sill Replacement	Remove and replace existing window sills with historically accurate recreation.	2	500.00	1,000.00
09/26/2022	Window Sill Extension	Add material to the existing window sill so it protrudes far enough from the building to mitigate potential water drainage issues.	6	350.00	2,100.00
09/26/2022	Rear Entry Restoration	Strip, sand, prime, and paint. Install weather stripping, upon request.	1	800.00	800.00
SUBTOTAL					20,100.00
DISCOUNT 15%					-3,015.00
TOTAL					\$17,085.00

Accepted By

Accepted Date

City of Newport, MN
Resolution No. 2022-39
A Resolution Approving Updated Signature For FEMA Grants and Sub-
Grants Stated in Resolution No 2018-71

WHEREAS, the City Council adopted Resolution No 2018-71 on December 6, 2018 authorizing City Administrator Deb Hill to sign grant documents for FEMA Pre-Disaster Mitigation and Flood Mitigation Assistance for Advanced Assistance, and

WHEREAS, Deb Hill retired as the City Administrator on August 4, 2022, and

WHEREAS, Travis Brierley is serving as the Interim City Administrator, and

NOW THEREFORE, BE IT RESOLVED, that the Newport City Council, County of Washington, Minnesota hereby authorizes Interim City Administrator Travis Brierley to sign and execute the duties authorized to Deb Hill as stated in Resolution No 2018-71.

Adopted this 6th day of October 2022 by the Newport City Council.

Motion by: _____ Seconded by: _____

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

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Travis Brierley, Assistant to the City Administrator



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
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ci.newport.mn.us

CITY OF NEWPORT MEETINGS OF CITY COUNCIL, COMMITTEES, BOARDS, and COMMISSIONS NEWPORT CITY HALL

- **City Council**
 - Held on the 1st and 3rd Thursday of each Month at 5:30 p.m.
- **City Council Workshop**
 - Held on the 1st and 3rd Thursday of each Month held shortly after the City Council meeting has been concluded.
- **Planning Commission**
 - Held on the 2nd Tuesday of each Month at 5:30 p.m.
- **Park Board**
 - Held on the 4th Thursdays of each Month (January thru October) at 5:00 p.m.
- **Heritage Preservation Commission**
 - Held on the 2nd Wednesday of even numbered months at 5:00 p.m.
- **Library Advisory Committee**
 - Held on the 4th Tuesday of February, May, September, and November at 5:30 p.m.
at the Newport Library and Community Center- 405 7th Avenue, Newport, MN
- **Newport Economic Development Authority**
 - Called as Needed

***All Meetings are Held at City Hall Unless Posted Otherwise**

****All/Any Meetings May Be Cancelled Without Notice**

For more information regarding the above listed meetings, please contact Travis Brierley,
Assistant to the City Administrator at tbrierley@newportmn.com or at (651) 459-5677.

(Effective October 7, 2022)

City of Newport, Minnesota Employment Agreement

AGREEMENT made this 6th day of October 2022, by and between the CITY OF NEWPORT, a Minnesota municipal corporation ("Employer"), and Joseph Hatch ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with the position description attached hereto and incorporated herein in its entirety as Appendix A, as may be amended from time to time, and state statutes, resolutions, and/or ordinances, policies, procedures, and practices, and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council will from time-to-time assign to Employee.

2. **TERM OF EMPLOYMENT.** The employee will begin employment with Employer under the terms of this as of November 14, 2022 and will continue until such employment is terminated in accordance with this Agreement.

3. **SALARY.** Employer will pay Employee a gross annualized salary of \$104,323. The salary is prorated and payable consistent with the Employer's normal payroll practices and subject to any authorized withholdings. Deductions from Employee's salary may be made as permitted by law.

Salary increases are determined by the City Council, in its sole discretion, based on each performance review. The Employee will be given a six-month and an 18-month performance review, and thereafter, the Employee will be given an annual performance review. Upon satisfactory results of the 6-month performance review, the Employer will increase Employee's salary to Step 3 on the City's pay structure, as it exists at the time of the increase. Upon satisfactory results of the 18-month performance review, the Employer agrees to consider a step increase. Thereafter, the Employer agrees to consider an increase in compensation dependent upon the results of the annual performance evaluation.

The Employer will provide a Cost-of-Living Adjustment (COLA) increase of not less than 4.5% on January 1, 2023. Subsequently, Employee will receive any COLA adjustments consistent with the City's base pay structure, as determined by the City Council.

4. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

5. **PPO LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with 80 hours of accrued PPO leave. In addition, Employee shall accrue PPO leave in accordance with the following:

PPO Earnings

Year 1: 160 hours/year

Year 3: 200 hours/year

Year 4: 208 hours/year

Year 5: 216 hours/year

Year 6: 224 hours/year

Year 7: 232 hours/year

Year 8: 240 hours/year (top)

6. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union administrative employees.

7. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life, and disability insurance benefits as provided to all other non-union employees.

In the event a long-term medical issue arises that requires time away from work that cannot be covered by the Employee's existing PPO leave balance, the City agrees to contribute up to 100 hours of leave to the PPO bank. If the medical condition continues requiring more time away from work and the PPO bank becomes exhausted, the City will contribute additional time to the PPO bank. These additions would continue if needed until the Employee qualifies for long-term disability benefits. This paragraph will sunset when/if the City adds a short-term disability benefits program.

8. **DUES AND SUBSCRIPTIONS.** Employer will budget for and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state, and local associations necessary and desirable for Employee's continued professional participation, growth, and advancement.

9. **PROFESSIONAL DEVELOPMENT.** Employer will pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the Employer.

10. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer, and at Employer's expense.

11. **AUTOMOBILE.** Employee shall be reimbursed at the federal mileage reimbursement rate for use of his personal automobile for Employer business.

13. **JOB-RELATED EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

14. **OTHER FRINGE BENEFITS.** Employee will receive any fringe benefits not addressed herein to the extent of and under the same terms as full-time, nonunion employees of the city to the extent such benefits and terms are not inconsistent with the terms of this Agreement.

15. **HOURS OF WORK.** Employee will perform the duties specified in this Agreement at the times and locations determined by Employer. Employee will work on a full-time basis, as determined by Employer under its policies so as to meet the business needs of Employer. Employee will work at least 40 hours per work week and be present at city offices during regular business hours. It is understood that the position of city administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time will not be allowed for such additional or extraordinary expenditures of time.

16. **TERMINATION BENEFITS.** If Employee is terminated by Employer during a time when Employee is willing and able to perform the duties of city administrator, then Employer agrees to pay Employee, at the time of receipt of his or her last paycheck, a lump sum cash payment equal to 4 months' salary and any accrued but not used PPO.

Employer will not pay the termination benefits if Employee is terminated because of (1) his or her malfeasance in office, (2) gross misconduct, (3) conviction of a crime resulting from his or her employment with Employer, (4) conviction for an illegal act involving personal gain to Employee, (5) Employee's breach of any material obligations under this Agreement or any other agreement with Employer, (6) Employee's willful and/or repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations to Employer, (7) Employee's use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities and obligations to Employer, (8) conviction of Employee, or plea of *nolo contendere*, for a felony or of any crime involving theft, mismanagement, fraud or moral turpitude, or (9) commission by Employee of any other willful or intentional act which could reasonably be expected to injure the reputation of Employer and/or Employee.

If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee by a greater percentage than an across-the-board reduction for all non-union employees; refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee that Employer has not complied with; or formally suggests as authorized by the City Council that Employee resign and Employee does resign, then Employee may, at his or her option as specified in writing to Employer, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee will be entitled to receive four (4) months' salary and the payment of accrued but not used PPO.

If Employee is unable to perform his or her duties and responsibilities for an extended period of not less than three (3) months due to illness, injury, or other cause beyond the ability of Employee to correct, the Employer may, but is not required to, pay termination benefits.

If Employee voluntarily resigns his or her position with Employer, unless otherwise expressly provided herein, then Employer will not pay termination benefits to Employee, except for payment of accrued but unused PPO as provided to and under the same conditions as all other non-union employees. If Employee voluntarily resigns his position with Employer, Employee agrees to give the Employer forty-five (45) days advance notice.

17. **TERMINATION OF EMPLOYMENT.** Employee's employment with the Employer will terminate on his or her last date of employment with the Employer. PPO may not be used to extend the Employee's length of service or last day of employment.

18. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.

19. **INDEMNIFICATION.** Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances, and rules, provided Employee was acting in good faith in the performance of the duties of his or her position at the time in question.

20. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

21. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

22. **GOVERNING LAW.** This Agreement will be deemed to have been made and accepted in Washington County, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

23. **BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.

24. **ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

26. **MODIFICATIONS AND AMENDMENTS.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing, and signed by Employee authorized representative(s) of Employer.

27. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

28. **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 Agreement or to exercise any right herein conferred will 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.

29. **DISPUTE RESOLUTION.** The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

30. **HEADINGS.** Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.

31. **NOTICE.** All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known

address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

32. **EXECUTION.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

33. **EXPIRATION OF AGREEMENT.** This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 19 of this Agreement.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and Vice Mayor, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
CITY OF NEWPORT

EMPLOYEE:

BY: _____
Its Mayor

Joseph Hatch

AND

Its Vice Mayor