



CITY OF NEWPORT  
2060 1<sup>ST</sup> 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: Joe Hatch  
Supt. of Public Works: Matt Yokiell  
Fire Chief: Steven Wiley  
Asst. to the City Admin: Travis Brierley  
Law Enforcement (WCSO): Bill Harrell

**CITY COUNCIL AGENDA**  
**November 17, 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- October 20, 2022 Council Workshop
  - B. Minutes- November 3, 2022 Regular Council
  - C. Minutes- Park Board September 22, 2022
  - D. Gambling Application- SPP Lion's
  - E. **Resolution No 2022-44**- Official Depository
  - F. **Resolution No 2022-45**- Official Safety Deposit Box
  - G. List of Bills- \$237,856.01
  - H. Financial Statement- October 2022
7. NEWPORT FIRE RELIEF
  - A. PERA
8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
9. FIRE CHIEF'S REPORT
10. ENGINEER'S REPORT

11. SUPERINTENDENT OF PUBLIC WORKS REPORT

- A. H&U Pay Request- \$43,098.07
- B. Vac Truck Purchase

12. ADMINISTRATOR'S REPORT

- A. Building Inspections Contract- West St Paul
- B. **Resolution No 2022-43-** 2022 General Election Canvassing

13. MAYOR AND COUNCIL REPORTS

14. POTENTIALLY CLOSED MEETING

(Meeting closed pursuant to the Attorney-Client Privilege under Minn. Stat. 13D.05, Subd. 3 (b), to discuss 1545 7<sup>th</sup> Ave and Ground Storage Tank #3.)

15. ADJOURNMENT



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## **COUNCIL WORKSHOP MINUTES October 20, 2022**

### **1. CALL TO ORDER**

Mayor Elliott called the City Council Workshop to order at 6:00 p.m. on October 20, 2022.

### **2. ROLL CALL**

Present (4): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, and Council Member Marvin Taylor.

Not Present (1): Council Member Rozlyn Johnson.

### **3. CITY HALL CONCRETE UPDATE**

Alissa Harrington, Attorney with Flaherty and Hood, addressed the Council. Attorney Harrington explain the insurance claim process for the concrete issue. The subcontractors will determine what part of their costs they want to attempt to claim back. The insurance company will go through their claim process which is generally 30-60 days. After that we will move to distribute the costs based on what the insurance provides. Attorney Harrington stated the city is not in the position to pay for these repairs. The goal is for the insurance to make the payout on the claim. The Council may need an extension of the tolling agreement. Attorney Harrington explained our tolling agreement basically stops time, so we preserve the right to bring a suit if we do not come to a settlement or agreement.

### **4. CODE ENFORCEMENT**

Attorney Harrington gave Council a brief overview on code enforcement and the process we go through to enforce our city code. The types of codes enforced are behavior, nuisance, and land use. The main goal of code enforcement is compliance. Compliance can come through the administrative, criminal, or civil process. The criminal process requires the highest level of evidence. The criminal process is best at stopping a behavior, but not at cleaning up a nuisance. The administrative process is often a fine issued by city staff. The administrative process requires notices, appeals, etc. The civil process is generally used to stop a use or an ongoing action from continuing. Civil processes are often the most expensive and require a civil attorney to go to court. We use different processes based on the issue and what will get attention and gain compliance.

## **5. THC ORDINANCE**

Attorney Harrington stated in MN before July 1<sup>st</sup> there was an allowance for CBD products to be sold that were derived from hemp if they did not exceed the federal limit on THC. For many years the federal limit on THC was zero. Starting July 1<sup>st</sup> there is a law in MN that legalizes a small amount of THC in food products (edibles) that are hemp derived CBD. The way the law is written, there are rules such as you must be 21 years old, show identification, and pay electronically. Retail establishments that are not a drug store or pharmacy can sell edibles. Cities have three options: place a moratorium, license & set provisions, or do nothing.

Mayor Elliott stated she had inquired to Attorney Harrington about the possibility of a municipal edibles store with the idea you would use the profits to lower city property taxes. Attorney Harrington stated state law allows cities to operate municipal liquor stores, but it would take a legislative change to allow cities to have an edible store.

The Council is in consensus with licensing and setting provisions. Attorney Harrington gathered information from the Council as to what types of rules and provisions they would like to see and will bring back a draft ordinance for review. The Council discussed keeping within a zoning district and having yearly licensing fees and background checks.

## **6. FEMA GRANT**

Assistant to the City Administrator Travis Brierley stated we have been awarded the FEMA Grant. The FEMA grant covers about 90%, which is a little less than a half million. The DNR will cover half of our cost (5%), leaving the city with about 5% or \$27,000. Staff has been in contact with Jim Walsh and the current plan would be to close in the spring. Council discussed staff move forward and get a purchase agreement drafted with the Watershed's Attorney.

## **7. CITY PROTECTION FOR CITY HALL**

Assistant Brierley stated he and Superintendent of Public Works Matt Yokiell discussed options for protecting the building. Superintendent Yokiell suggested using boulders that Public Works already has. This will fit in with the landscaping rock at City Hall. Council agreed and told staff to proceed.

## **8. FUTURE MEETING AGENDA ITEMS**

Assistant Brierley stated future agenda items include the CIP, Refinery presentation, Solar Panel agreement for the new City Hall, new contract for building permits, code enforcement, and rental inspections, and plans for the open house.

## **9. ADJOURNMENT**

Mayor Elliott adjourned the City Council Workshop at 7:29 p.m. on October 20, 2022.

Respectfully submitted:  
Jill Thiesfeld,  
Administrative Assistant II

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



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## **CITY COUNCIL MINUTES November 3, 2022**

### **1. CALL TO ORDER**

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on November 3, 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**

Assistant to the City Administrator Travis Brierley requested item 13 for the potentially closed meeting be removed from the agenda.

Member Chapdelaine motioned to adopt the agenda with the removal of item 13. Seconded by Member Johnson. Approved 5-0.

### **5. PUBLIC COMMENTS**

Bill Sumner, residing at 737 21<sup>st</sup> Street, addressed the Council. Mr. Sumner stated the city had a Buckthorn removal event on Saturday and had a good turnout. Mr. Sumner attended the award presentation for the Heritage Preservation Commission (HPC) and Bev Bartl was present. It was nice to have the presentation for the long-time member awards. Mr. Sumner stated there are options with the South Washington Community Education at the Community Center for various activities that go on throughout the week.

### **6. ADOPT CONSENT AGENDA**

- A. Minutes-** October 6, 2022 Council Workshop
- B. Minutes-** October 20, 2022 Regular Council
- C. List of Bills-** \$164,429.10

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

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

Washington County Sheriff's Deputy Sergeant Bill Harrell reminded residents that winter parking rules are in effect. Sergeant Harrell explained they start out the season handing out notices for vehicles that are in violation for parking on city streets between 2:00 a.m. to 7:00 a.m. These notices are important reminders because when the snow falls, they will be giving out citations or having vehicles towed.

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

Fire Chief Steve Wiley gave an update on incidents in October. They had fifteen incidents, with three of those being mutual aid calls into Cottage Grove. Two were structure fires, and one was a structure fire that came in, but was then cancelled. They had a car fire in Newport and the rest were motor vehicle accidents or alarms. Chief Wiley stated he attended a Washington County Chiefs meeting last night where he heard an interesting statistic. In Washington County there have been 97 structure fires, and Newport has responded to 17 of those. That equates to Newport responding to 18% of the structure fires within the entire county.

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

### **A. Watermain Material Quotes**

City Engineer Jon Herdegen stated he has one item for formal consideration. Washington County is moving forward with their County Road 38 Trail connection. MSA is 90% complete with the plans for the watermain improvements along 21<sup>st</sup> Street that will be conducted in conjunction with the trail project. Washington County plans to bid that project before the end of the year. There has been high fluctuation in delivery times for construction materials. The county is concerned as they want to complete this work at the beginning of their project, so they requested we purchase the materials ahead of time. The item for consideration is to consider the three quotes for watermain materials. Ferguson Waterworks was the low bid at \$42,523.00. There was a close spread between the quotes, but we have worked with Ferguson in the past. Engineer Herdegen request Council to consider accepting the low bid.

Member Chapdelaine motioned to accept Ferguson Waterworks bid for \$42,523.00 for the watermain materials for the 21<sup>st</sup> Street watermain replacement. Seconded by Member Johnson. Approved 5-0.

Engineer Herdegen gave an update on the lateral lining project and stated the plans are about 90% complete. They are working through specifications on how to sequence the construction to make sure there is time after televising the lines to provide an opportunity for homeowners to view the televised results and make decisions on how far the lining should go. They are hoping to bring final plans to the second meeting in November or the first meeting in December. Mayor Elliott inquired if the two million that the state is providing toward this project will be enough. Engineer Herdegen stated he thinks we have sufficient funds for the initial project for the lateral lining as well as putting end seals in all the pipes going in and out of manholes. It is unlikely that we will be able to seal every manhole within the project area, but we can pick and choose the manholes that are in the worst condition.

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

Superintendent of Public Works Matt Yokiell stated he has nothing formal to report but will stand for questions. Mayor Elliott reminded residents they will have one extra day the compost site will be open and that is on November 19<sup>th</sup>.

## **11. ADMINISTRATION REPORT**

### **A. Solar Contract City Hall and Public Safety Building**

Assistant Brierley stated we have a gentleman to present on the solar contract for the City Hall / Public Safety Building. The contract has been reviewed by our City Attorney and is very similar to the contract that was presented earlier this year.

Rich Ragatz with ideal Energies presented an overview of the Solar Array contract for the new City Hall. Mr. Ragatz stated in November 2018, ideal Energies put in a ground mounted solar array at the Public Works facility. The new solar array at City Hall will be 85 kilowatts. Ideal Energies will work with our roof contractors to make sure our roof warranty remains valid. The solar array will create energy that's used on-site. iDeal Energies takes care of the maintenance during the payback period, which is 20 years. After 20 years, you get all the energy for free. There is a 25-year warranty with the panels, but they should last 40 years.

Mayor Elliott inquired what the timeline for work and installation will be after the contract is approved. Mr. Ragatz stated they have the product in their warehouse and plan to do the construction in summer 2023.

Member Chapdelaine motioned to approve the Solar Array Purchase, Facility Lease, and Power Purchase Agreements with iDeal Energies for the City Hall / Public Safety Building. Seconded by Member Ingemann. Approved 5-0.

Assistant Brierley reminded residents that the City Hall Open House will be on November 16<sup>th</sup> from 2:00 p.m. – 6:00 p.m.

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

Mayor Elliott stated for the City Hall Open House, there will be a ribbon cutting at 2:00 p.m. and the building will be open for self-guided tours and light refreshments. Residents will get a chance to meet the new City Administrator. Mayor Elliott stated the buckthorn removal event was helpful at getting some of the buckthorn out of Bailey School Forest. Mayor Elliott congratulated McDonough Landscaping, a Newport business, that received a Gold Award with the Star Tribune Readers Choice Poll. McDonough Landscaping focuses on residential landscape installations.

Member Ingemann stated Tuesday is election day so get out and vote!

Member Chapdelaine stated he attended the 30-Year celebration of the HPC where they honored Bev Bartl and Jo Bailey for their 30 years of service on the HPC. Both ladies were recognized with trees planted and plaques by each tree at the new City Hall.

Member Taylor stated he attended the Red Rock Corridor meeting. It is at an interesting state right now and there are a lot of questions and uncertainty about the future.

Member Johnson congratulated Bev Bartl and Jo Bailey and thanked them for their years of service on the HPC.

## **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 6:06 p.m. on November 3, 2022.

Respectfully submitted:  
Jill Thiesfeld,  
Administrative Assistant II

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



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**PARK BOARD MEETING MINUTES  
NEWPORT CITY HALL  
September 22, 2022**

**1. CALL TO ORDER**

Chairperson Johnson called the Park Advisory Board Meeting to order on September 22, 2022, at 5:04 p.m.

**2. ROLL CALL**

Present (4): Chairperson Jenna Johnson, Board Member Emily White, Board Member Anita Perkins, Board Member Wayne Fuhr

Not Present (0):

Non-Voting Members Present (2): Executive Director Derek Marson, Council Liaison Laurie Elliot

Not Present (0):

**3. ADOPT AGENDA**

Motion by Board Member White and second by Board Member Perkins to adopt agenda. Approved 4-0

**4. APPROVE MINUTES**

Motion by Board Member Perkins and second by Board Member Fuhr to approve minutes from June 23, 2022, Park Board Meeting. Approved 4-0.

**5. BOARD REPORTS**

**A. Emily White**

- Buckthorn Day will be 10/29/22 from 9am-12pm. Information to go on the website and the Park Board website. Jenna to put the posters in the information boxes at the parks.
- Newport on the Move mural has been damaged and would like to have it replaced since it is unreadable. Looking for funding to replace and look at ideas and council permission.
- Red Rock cemetery remove the old barrels.
- Dead ash tree in Busy Beaver is it on the list?

**B. Anita Perkins**

- Nothing currently.

**C. Wayne Fuhr**

- Nothing currently.



**D. Jenna Johnson**

- Is the original plan from 2018 still the same plan. Discussion with Council Liaison Laurie Elliot on the parks updating plan driven by the survey.
- Buckthorn Day will be 10/29/22 9am-12pm at the Bailey School Forest.

**6. EXECUTIVE DIRECTOR'S REPORT**

- Pioneer Park playground update.
- Introduction of Wayne Fuhr.
- Discussion on keeping the hockey rink at Loveland Park permanently and no longer at Lion's. Park Board agreed on if the city is going to only have one rink it should be at Loveland Park.
- Park Board meeting on Jan 5<sup>th</sup> for the park board meeting.

**7. ADJOURNMENT**

Board Member Fuhr motioned to adjourn the Park Advisory Board Meeting. Seconded by Board Member White Approved 4-0

The Park Board Meeting was adjourned on September 23, 2022, at 5:58 p.m.

Respectfully Submitted By:

Derek Marson  
Executive Director

Signed: \_\_\_\_\_  
Jenna Johnson,  
Park Advisory Board Chairperson

**LG220 Application for Exempt Permit**

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: Cottage Grove Lions Club

Previous Gambling Permit Number: X-01794-22-022

Minnesota Tax ID Number, if any: 51-0169093

Federal Employer ID Number (FEIN), if any: 2384583

Mailing Address: PO Box 002

City: Cottage Grove State: MN Zip: 55016 County: Washington

Name of Chief Executive Officer (CEO): Chris Boyd

CEO Daytime Phone: 651-434-7979 CEO Email: cboyd\_1589@hotmail.com

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

Email permit to (if other than the CEO): jontax88@hotmail.com

**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): Tinuccis

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): January 28th, 2023

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)**

<b>CITY APPROVAL</b> <b>for a gambling premises</b> <b>located within city limits</b>	<b>COUNTY APPROVAL</b> <b>for a gambling premises</b> <b>located in a township</b>
<p>_____ The application is acknowledged with no waiting period.</p> <p>_____ 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).</p> <p>_____ The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>	<p>_____ The application is acknowledged with no waiting period.</p> <p>_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p>_____ The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	
<p><b>TOWNSHIP (if required by the county)</b>  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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>	

**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: Chris Boyd Date: 11/2/2022  
(Signature must be CEO's signature; designee may not sign)

Print Name: Chris Boyd

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
<p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b>  A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board  1711 West County Road B, Suite 300 South  Roseville, MN 55113</p> <p><b>Questions?</b>  Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>

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.

City of Newport, MN  
Resolution No. 2022-44  
Designating an Official Depository of City Funds

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of Newport hereby designates MidwestOne Bank as its official depository, for city funds, for the year 2022, and

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

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

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

Laurie Elliott, Mayor  
Kevin Chapdelaine, Mayor Pro-Tem  
Joe Hatch, City Administrator

Adopted this 17<sup>th</sup> day of November, 2022 by the Newport City Council.

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

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

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

Attest: \_\_\_\_\_  
Joe Hatch, City Administrator

City of Newport, MN  
Resolution No. 2022-45

Designating an Official Bank Holding the Official City Safety Deposit Box

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

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

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of Newport hereby designates Anchor Bank as the location for the City of Newport's safety deposit box, for the year 2022.

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

Laurie Elliott, Mayor  
Kevin Chapdelaine, Mayor Pro-Tem  
Joe Hatch, City Administrator

Adopted this 17<sup>th</sup> day of October, 2022 by the Newport City Council.

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

Seconded by: \_\_\_\_\_

VOTE:

Elliott \_\_\_\_\_  
Chapdelaine \_\_\_\_\_  
Ingemann \_\_\_\_\_  
Taylor \_\_\_\_\_  
Johnson \_\_\_\_\_

Signed: \_\_\_\_\_

Laurie Elliott, Mayor

Attest: \_\_\_\_\_

Joe Hatch, City Administrator

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 07 2019**

THE LIONS CLUB OF COTTAGE GROVE  
PO BOX 002  
COTTAGE GROVE, MN 55016

Employer Identification Number:  
51-0169093  
DLN:  
17053127342019  
Contact Person:  
JOYCE A DARBY ID# 95011  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
~~May 15, 2018~~  
Contribution Deductibility:  
No  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(4). This letter could help resolve questions on your exempt status. Please keep it for your records.

Donors cannot deduct contributions they make to you under IRC Section 170(c)(2).

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

Our records show you were previously tax exempt as a subordinate under group exemption number 0239. Because you applied for and were granted your own individual tax-exempt status, you no longer rely on your affiliation with a parent organization for recognition of your tax exemption.

If, in the future, you choose to become a subordinate under a group ruling, you'll lose your individual recognition of tax-exempt status. Moreover, if you become a subordinate under a group ruling and your parent organization loses its tax-exempt status, you also will lose your exempt status. To reestablish your individual tax exemption after rejoining a group exemption, you'll be required to reapply and pay the appropriate user fee.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

Letter 948

THE LIONS CLUB OF COTTAGE GROVE

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-NC" in the search bar to view Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Martin". The signature is written in a cursive, slightly slanted style.

Director, Exempt Organizations  
Rulings and Agreements

## Recurring

2035e	COMCAST	03-Nov-22	\$344.07	City hall Internet and cable
2036e	COMCAST	03-Nov-22	\$273.51	PW garge cable nd Internet
2037e	DELTA DENTAL OF MN	03-Nov-22	\$865.10	Dental insurance
2038e	UNITED STATES TREASURY	03-Nov-22	\$9,506.18	SS, Federal & Medicare
2039e	MN REVENUE	03-Nov-22	\$1,427.76	State taxes
2040e	MSRS	03-Nov-22	\$3,855.63	HCSP & Voluntary retirement
2041e	PSN	03-Nov-22	\$235.70	Monthly savings account payment fees
2042e	WEX HEALTH	03-Nov-22	\$908.12	HSPA
25074	AMY & MICHAEL CHAMBERLAIN	03-Nov-22	\$53.50	Overpayment of final water payment
25075	DAN LUND	03-Nov-22	\$1,000.00	Escrow reimbursement
25076	MENARDS - COTTAGE GROVE	03-Nov-22	\$383.29	Operating supplies
25077	Metropolitan Council	03-Nov-22	\$30,018.59	Sewer water cleaning
25078	PERA	03-Nov-22	\$4,483.68	Retirement
25079	INTERNATIONAL UNION OF OP. EN	10-Nov-22	\$210.00	PW union dues
25080	JAMES KIVEL	10-Nov-22	\$121.93	Overpayment of final water bill
25081	TENNIS SANITATION LLC	10-Nov-22	\$53.35	City hall & pw garage garbage
	Staff		\$26,669.20	

## Non-recurring

25082	A-1 HYDRAULIC SALES & SERVICE	17-Nov-22	\$4.27	Plow hydraulic fitting
25083	ATOMIC DATA, LLC	17-Nov-22	\$14,408.79	IT support, server and install
25084	BANYON DATA SYSTEMS, INC.	17-Nov-22	\$1,035.00	Software yearly fee
25085	BIFFS INC.	17-Nov-22	\$846.00	Port o potty
25086	CINTAS	17-Nov-22	\$874.26	Uniforms cleaning
25087	COMPANION ANIMAL CONTROL	17-Nov-22	\$300.00	Contracted dog catching service
25088	DDA HUMAN REOURCES INC.	17-Nov-22	\$23,000.00	Professional consulting services
25089	ECKBERG LAMMERS, P.C.	17-Nov-22	\$2,608.12	Legal fees
25090	EDS TROPHIES INC	17-Nov-22	\$21.75	PAR and locker tags
25091	FAIR OFFICE WORLD	17-Nov-22	\$175.74	Office supplies
25092	FLAHERTY & HOOD, P.A.	17-Nov-22	\$6,433.75	Legal fees
25093	GOPHER STATE ONE-CALL	17-Nov-22	\$93.15	Dig markings
25094	GUARDIAN SUPPLY	17-Nov-22	\$1,279.84	Uniform-EMS Coveralls
25095	JAN PRO CLEANING SYSTEMS	17-Nov-22	\$1,275.00	Cleaning services
25096	KREMER SERVICES, LLC	17-Nov-22	\$210.00	Tandem plow truck joints
25097	MENARDS - COTTAGE GROVE	17-Nov-22	\$30.97	Concret caulk and tube for plaques
25098	MN OCCUPATIONAL HEALTH	17-Nov-22	\$64.00	Random drug test
25099	MN STATE FIRE CHIEFS ASSOC.	17-Nov-22	\$225.00	2023 dues
25100	MSA PROFESSIONAL SERVICES, IN	17-Nov-22	\$60,544.04	City engineer
25101	NAPA AUTO PARTS	17-Nov-22	\$485.84	PW oil changes and maintenance
25102	PATHFINDER CRM, LLC	17-Nov-22	\$1,500.00	Bi-monthly HPC consultant fee
25103	RIVER COUNTRY COOPERATIVE	17-Nov-22	\$479.20	LP gas for warming house
25104	SAFE-FAST, INC.	17-Nov-22	\$231.33	Uniforms
25105	SAMS CLUB DIRECT	17-Nov-22	\$85.00	Membership dues
25106	SPARTAN PROMOTIONAL GROUP	17-Nov-22	\$558.84	Open House handouts
25107	THORESON FARMS	17-Nov-22	\$150.00	Pumpkins for library
25108	TWIN CITY HARDWARE	17-Nov-22	\$34,606.17	Controllors and key cards
25109	WASHINGTON CTY PROPERTY REC	17-Nov-22	\$157.95	Filing recordings with the county
25110	ZARNOTH BRUSH WORKS, INC.	17-Nov-22	\$1,284.00	Gutter brooms
25111	CARDMEMBER SERVICES	17-Nov-22	\$4,478.39	Credit card charges
			\$237,856.01	



## Oct-22

Wiley	Amazon Marketplace	Lecturn, key box, USB, Whiteboard	\$ 349.15	yes
	Amazon Marketplace	Gloves	\$ 546.32	yes
	Jerry's	Cups	\$ 17.55	yes
	Amazon Marketplace	Sign holder	\$ 16.99	yes
	Amazon Marketplace	White board, frame, sign holder	\$ 27.72	yes
	Amazon Marketplace	Batteries	\$ 58.38	yes
	Amazon Marketplace	Ink	\$ 32.99	yes
	Amazon Marketplace	Batteries	\$ 20.99	yes
	SmartSign	Decals	\$ 19.27	yes
Schulz	Amazon Marketplace	Returns	\$ (237.01)	yes
	Amazon Marketplace	Under desk tray	\$ 85.89	yes
	Target	Volunteer appreciation	\$ 213.68	yes
	Amazon Marketplace	Document holder	\$ 14.98	yes
	Amazon Marketplace	Coat rack and hangers	\$ 118.09	yes
	Amazon Marketplace	Coat rack and hangers	\$ 87.76	yes
	Target	Tape	\$ 12.54	yes
	Rustic Floral	Corsages for HPC	\$ 70.76	yes
	Amazon Marketplace	Picture frame	\$ 59.90	yes
	Amazon Marketplace	Picture hanging strips	\$ 11.99	yes
	Speedway	Employee appreciation	\$ 480.00	yes
	North Pole	Employee appreciation	\$ 40.00	yes
	Tinucci's Restaurant	Employee appreciation	\$ 160.00	yes
	Amazon Marketplace	Picture frame with hanger credit	\$ 31.16	yes
	Target	Library candy and water	\$ 29.00	yes
Brierley	Department of Labor	Building permit surcharge	\$ 485.46	yes
	Adobe Acropro	Monthly Software charge	\$ 16.10	yes
	Best Buy	Mobile drive space and usb-a	\$ 104.98	yes
	OfficeMax	Labels and envelopes	\$ 46.37	yes
	Ed's Trophies	Name plates	\$ 66.00	yes
	Adobe Acropro	Monthly Software charge	\$ 16.10	yes
	OfficeMax	Labels and envelopes	\$ 94.84	yes
Yokiel	Menards	Wood	\$ 179.58	yes
Marson	Sewer Equipment	Rods	\$ 1,017.95	yes
	South St. Paul Steel	Aluminum tubing	\$ 156.93	yes
	Adobe Acropro	Monthly Software charge	\$ 16.10	yes



# **City of Newport, MN**

## **Financial Status Report**

**Period ended October 31, 2022**

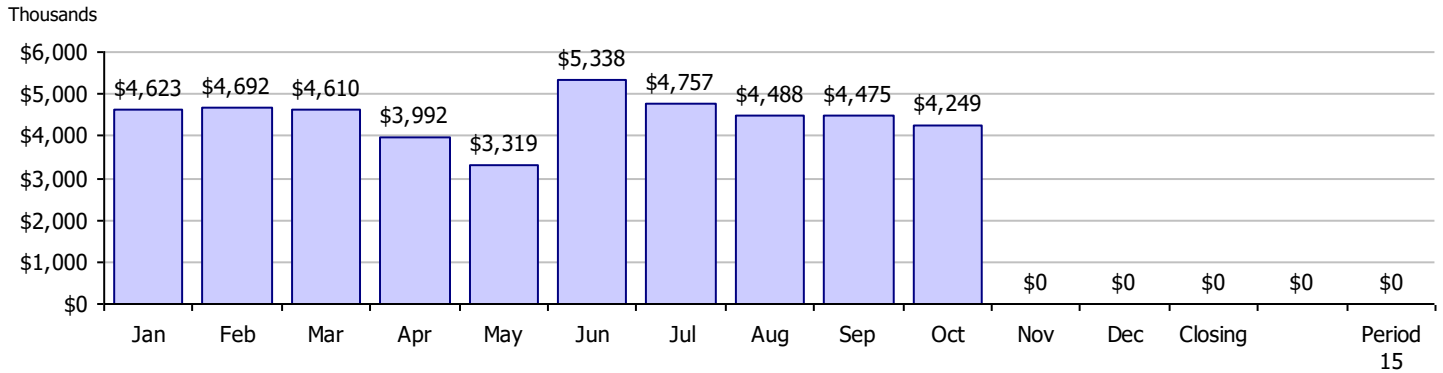
**(Un-Audited)**

Prepared by:  
Administration Department

**CITY OF NEWPORT**  
**\*Check Reconciliation©**  
**MidWest One**  
**10100 CASH**  
**October 2022**

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**Account Summary**

Beginning Balance o 10/1/2022	\$4,500,943.30
+ Receipts/Deposits	\$324,136.44
- Payments (Checks and Withdrawals)	\$637,765.11
Ending Balance as of 10/31/2022	\$4,187,064.54

Cleared Statement	\$4,187,314.63
Difference	\$4,187,064.54
	\$250.09

**Cash Balance**

Active 101-10100 GENERAL FUND	-\$67,166.24
Active 201-10100 PARKS SPECIAL FUND	\$193,302.80
Active 204-10100 HERITAGE PRESERVATION COMM	\$7,787.76
Active 205-10100 RECYCLING	\$10,204.85
Active 206-10100 FIRE ENGINE	\$0.00
Active 208-10100 BUY FORFEITURE	\$1,319.24
Active 210-10100 CARES: CORONAVIRUS RELIEF FUND	-\$0.18
Active 211-10100 AMERICRESCPLAN	\$357,720.67
Active 225-10100 PIONEER DAY	\$28,654.41
Active 270-10100 EDA	\$573,826.48
Active 301-10100 2010A G.O. CAPITAL IMP. PLAN	\$3.27
Active 302-10100 2018 BAILEY MEADOWS DEVELOP.	\$231,689.85
Active 303-10100 2012 STREET NORTH RAVINE	\$18,841.37
Active 304-10100 2016B GO BOND WATER RESEVOIR	-\$5,850.25
Active 305-10100 2013 STREET ASSESSMENT	-\$46,223.36
Active 306-10100 2014 STREET ASSESSMENT	\$140,035.78
Active 307-10100 2016A GO BOND STREET ASSESS.	\$71,140.07
Active 308-10100 CERIFICATES OF INDEBTEDNESS	\$0.00
Active 312-10100 2020 12TH ST & 12TH AVE PROJ	\$130,123.31
Active 313-10100 2000B GO IMP BOND	\$0.22
Active 315-10100 2002A \$690,000 BOND	-\$0.12
Active 316-10100 PFA/TRLF REVENUE NOTE	\$1.29
Active 318-10100 CITY/FIRE HALL	\$431,013.15
Active 321-10100 2006A EQUIP CERTIFICATE	\$0.00

Beginng Balance	\$4,500,943.30
+ Total Deposits	\$503,970.01
- Checks Written	\$756,080.49
Check Book Balance	\$4,248,832.82
Difference	\$250.09

Active	322-10100 2011A GO BONDS	\$115,983.15
Active	401-10100 EQUIPMENT REVOLVING	\$100,583.46
Active	402-10100 2018 BAILEY MEADOWS DEVEL	\$3,974.77
Active	405-10100 T.H. HWY 61	\$2.54
Active	407-10100 2016B GO BOND (WATER RESEVOIR)	\$0.00
Active	408-10100 2016A GO BOND STREET CONST.	\$73,573.49
Active	409-10100 2013 STREET RECON.	\$0.00
Active	410-10100 2014 STREET RECON.	\$3,586.98
Active	411-10100 BUILDING FUND	\$240,584.16
Active	412-10100 2020 12TH ST & 12TH AVE PROJ	\$37,020.57
Active	416-10100 4TH AVENUE RAVINE	\$12,860.84
Active	417-10100 NORTH RAVINE	\$12,621.06
Active	418-10100 CITY/FIRE HALL	\$299,637.11
Active	422-10100 FEMA-17TH STREET & CEDAR LANE	\$0.00
Active	423-10100 2011A EQUIPMENT CAPITAL	\$0.00
Active	601-10100 WATER FUND	\$252,463.39
Active	602-10100 SEWER FUND	\$587,760.27
Active	603-10100 STREET LIGHT FUND	\$160,926.78
Active	604-10100 STORM WATER FUND	\$270,579.79
	Cash Balance	\$4,248,582.73

**City of Newport**  
**INVESTMENTS**  
**Oct-22**

<u>TYPE</u>	<u>BOUGHT DATE</u>	<u>MATURITY DATE</u>	<u># OF DAYS</u>	<u>COST</u>	<u>RATE</u>	<u>GASB #40 Val.</u>	
RBC-Weath Management							
MS Private Bank	12/26/2019	12/27/2022	1,092	100,000	1.85%	99,754.00	101
Wells Fargo Natl. Bk	1/17/2020	1/17/2023	1,092	115,000	1.80%	114,581.40	101
AMERICAN EXP.	3/31/2020	3/31/2023	1,092	94,000	1.48%	93,013.00	101
ENERBank USA	7/22/2019	7/21/2023	1,456	125,000	2.30%	123,136.25	101
Texas Ex. Bank	6/19/2020	6/19/2025	1,820	120,000	1.00%	108,922.80	101
Accrued Interest	all CDs in Investment					514.52	
Sub-total Investments GASB 40						539,921.97	
RBC-Wealth Management							
Bell St Bank	3/24/2020	3/24/2023	1,274	245,000	0.85%	241,981.60	601&2
Forbright Bank	11/2/2022	11/2/2026	1,460	150,000	4.60%	148,647.00	401
Accrued Interest	all CDs in Reserve Investment					1,613.82	
Sub-total Reserve Investments GASB 40						392,242.42	
Ehlers Inv-TDAmeritrade							
Money Market	2/15/2019	N/A		7,350,000	Var.	7,154,454.38	
CENTRAL BANK							
Checking						4,187,064.50	
Total Cash, Investments and CD's						12,273,683.27	
Ehlers Inv by Acct.	101-\$2,100,000	201-\$420,000	225-\$20,000	270-\$1,750,000			
	306-\$500,000	410-\$170,000	411-\$425,000				
	601-\$790,000	602-\$1,065,000	603-\$110,000				

**CITY OF NEWPORT**  
**\*Cash Balance Investments**  
Cash Account: 10100  
October 2022

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Fund	Begin 2022	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance NO Investments	Investments	Balance	
				Rec/Disb	Journal Entries					
10100 - MidWest One										
101 - GENERAL FUND	\$60,750.55	\$1,891,449.48	(\$2,385,607.43)	0	\$605,773.40	(\$239,532.24)	(\$67,166.24)	\$2,652,595.03	\$2,585,428.79	In Balance
201 - PARKS SPECIAL FU	\$165,849.65	\$856.61	(\$333,403.46)	0	\$360,000.00		\$193,302.80	\$430,881.00	\$624,183.80	In Balance
204 - HERITAGE PRESER	\$7,037.06	\$1.77	(\$8,251.07)	0	\$9,000.00		\$7,787.76		\$7,787.76	In Balance
205 - RECYCLING	\$20,522.73	\$7,949.72	(\$16,527.50)	0		(\$1,740.10)	\$10,204.85		\$10,204.85	In Balance
208 - BUY FORFEITURE	\$1,318.92	\$0.32		0			\$1,319.24		\$1,319.24	In Balance
210 - CARES: CORONAVIR	(\$0.18)			0			(\$0.18)		(\$0.18)	In Balance
211 - AMERICRESCPLAN	\$196,052.34	\$196,052.33	(\$34,384.00)	0			\$357,720.67	\$0.00	\$357,720.67	In Balance
225 - PIONEER DAY	\$17,396.17	\$14,672.99	(\$3,414.75)	0			\$28,654.41	\$20,676.00	\$49,330.41	In Balance
270 - EDA	\$722,714.59	\$161,103.77	(\$11,491.88)	0	(\$298,500.00)		\$573,826.48	\$1,759,817.89	\$2,333,644.37	In Balance
301 - 2010A G.O. CAPITAL	(\$0.25)	\$3.52		0			\$3.27		\$3.27	In Balance
302 - 2018 BAILEY MEADO	\$224,322.69	\$270,248.42	(\$262,881.26)	0			\$231,689.85	\$459.00	\$232,148.85	In Balance
303 - 2012 STREET NORT	\$18,349.37	\$492.00		0			\$18,841.37	\$0.00	\$18,841.37	In Balance
304 - 2016B GO BOND WA	(\$5,275.25)		(\$575.00)	0			(\$5,850.25)		(\$5,850.25)	In Balance
305 - 2013 STREET ASSES	\$0.23	\$103,943.89	(\$111,197.48)	0	(\$38,970.00)		(\$46,223.36)	\$0.00	(\$46,223.36)	In Balance
306 - 2014 STREET ASSES	\$175,597.31	\$182,496.59	(\$218,058.12)	0			\$140,035.78	\$513,536.00	\$653,571.78	In Balance
307 - 2016A GO BOND ST	\$95,160.90	\$24,274.17	(\$48,295.00)	0			\$71,140.07		\$71,140.07	In Balance
312 - 2020 12TH ST & 12T	\$204,693.18	\$24,052.77	(\$98,622.64)	0			\$130,123.31	\$0.00	\$130,123.31	In Balance
313 - 2000B GO IMP BOND	\$0.22			0			\$0.22		\$0.22	In Balance
315 - 2002A \$690,000 BON	(\$0.25)	\$0.13		0			(\$0.12)		(\$0.12)	In Balance
316 - PFA/TRLF REVENUE	(\$0.29)	\$1.58		0			\$1.29		\$1.29	In Balance
318 - CITY/FIRE HALL	\$367,463.00	\$480,346.73	(\$416,796.58)	0			\$431,013.15	\$0.00	\$431,013.15	In Balance
322 - 2011A GO BONDS	\$115,960.21	\$22.94		0			\$115,983.15		\$115,983.15	In Balance
401 - EQUIPMENT REVOL	(\$168,793.55)	\$1,711.35	(\$167,919.84)	0	\$435,585.50		\$100,583.46	\$161,490.00	\$262,073.46	In Balance
402 - 2018 BAILEY MEADO	(\$98,803.67)	\$190,778.44	\$0.00	0	(\$88,000.00)		\$3,974.77	\$80,237.77	\$84,212.54	In Balance
405 - T.H. HWY 61	\$2.54			0			\$2.54	\$0.00	\$2.54	In Balance
408 - 2016A GO BOND ST	\$73,555.27	\$18.22		0			\$73,573.49		\$73,573.49	In Balance
410 - 2014 STREET RECO	\$3,586.08	\$0.90		0			\$3,586.98	\$175,753.00	\$179,339.98	In Balance
411 - BUILDING FUND	\$232,918.61	\$765.55	(\$10,100.00)	0	\$17,000.00		\$240,584.16	\$426,325.00	\$666,909.16	In Balance
412 - 2020 12TH ST & 12T	\$1,127,453.94	\$20,012.47	(\$14,248.48)	0	(\$1,096,197.36)		\$37,020.57	\$0.00	\$37,020.57	In Balance
416 - 4TH AVENUE RAVIN	\$12,857.65	\$3.19		0			\$12,860.84		\$12,860.84	In Balance
417 - NORTH RAVINE	\$12,617.94	\$3.12		0			\$12,621.06	\$447.00	\$13,068.06	In Balance
418 - CITY/FIRE HALL	\$610,509.61	\$1,511,872.73	(\$2,820,601.39)	0	\$997,856.16		\$299,637.11	\$0.00	\$299,637.11	In Balance
601 - WATER FUND	\$491,245.70	\$456,957.65	(\$297,145.00)	0	(\$291,506.09)	(\$107,088.87)	\$252,463.39	\$940,370.00	\$1,192,833.39	In Balance
602 - SEWER FUND	\$581,374.72	\$1,018,162.12	(\$569,873.05)	0	(\$330,514.21)	(\$111,389.31)	\$587,760.27	\$1,163,717.12	\$1,751,477.39	In Balance
603 - STREET LIGHT FUN	\$134,546.65	\$81,543.26	(\$43,667.48)	0		(\$11,495.65)	\$160,926.78	\$112,984.00	\$273,910.78	In Balance

**CITY OF NEWPORT**  
**\*Cash Balance Investments**  
Cash Account: 10100  
October 2022

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Fund	Begin 2022	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance NO Investments	Investments	Balance	
				Rec/Disb	Journal Entries					
604 - STORM WATER FUN	\$481,952.40	\$191,162.47	(\$103,708.26)	0	(\$281,751.11)	(\$17,075.71)	\$270,579.79	\$0.00	\$270,579.79	In Balance
	\$5,882,936.79	\$6,830,961.20	(\$7,976,769.67)	\$0.00	(\$223.71)	(\$488,321.88)	\$4,248,582.73	\$8,439,288.81	\$12,687,871.54	



## **Newport Firefighters Relief Association**

2060 1st Avenue,  
Newport, MN 55055  
Telephone (651)  
459-9390

Nov 17, 2022

Honorable Mayor and City Council Members:

The Newport Firefighters Relief Association is requesting your approval of a change in bylaws pertaining to our retirement benefit. The proposed change will move the relief retirement plan from the private Harmon & Hartman to the State Plan of PERA and would increase the retirement benefit from \$4,200 per year of service to \$4,500 per year of service. This would take effect when the city council approves the change, and the increase would go into effect when officially moved to PERA.

By switching to PERA it would save the relief approximately \$15,000 a year. Those savings come from not having to pay for an audit or the fees of a financial advisor. The money saved would then go back to the firefighters and their needs for equipment and any other items that aren't currently budgeted. The cost to the city would be approximately \$850. Please see the graph in the appendix.

The Newport Fire Department is authorized for 35 members. We are currently staffed with 21 members. This is our lowest level in a decade. While we work to attract qualified firefighters, it's the nature of today's hectic lifestyles, the physically demanding work, and the continuing trend away from volunteerism, which makes it difficult. The cost to train and equip a firefighter can exceed \$20,000. It is important that we use all tools available to retain members as long as possible. An updated retirement plan through PERA is one way to attract new members to the department. They offer vesting at 5 years at 40%. Also, if other fire fighters from the surrounding 100+ departments that are currently a part of PERA decide to join Newport Fire Department, they can transfer what they have already accrued from their past department to ours. This would potentially save the department on the initial training cost as well.

There are fewer incentives and greater requirements to become a volunteer firefighter in today's ever-changing world. Training requirements continue to increase to maintain our fire fighter license and to keep pace with advances in firefighting technology and fire-ground management. Changes in hazardous materials and the increasing dangers in home construction require a deeper level of commitment and understanding from today's volunteer. All members are EMR certified, which requires additional training, and we continue to see an increase in medical calls.



The time and expense of training in our department is constantly increasing. Our retirement package is a great investment in the safety of our city. The more members we retain, the better we're able to serve our community and control costs. Our retirement benefit is merely one tool we use to help build and maintain a qualified department.

The dedication and expertise of our fire department is unparalleled. The Newport Firefighter leaves their warm home on the coldest of nights. They go to their full-time jobs with little or no sleep. They leave their own families during severe storms. They miss school concerts, athletic events, holidays, and family gatherings. The Newport Firefighter is always there to answer the call for help. They do this out of pride in the community and a sincere concern for their neighbors.

On behalf of the members of the Newport Firefighters Relief Association and The Newport Fire Department, we appreciate your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Derek Johnson', with a stylized, cursive script.

Derek Johnson  
President  
Newport Firefighters Relief Association

Steve Wiley  
Chief  
Newport Fire Department

## APPENDIXC

### NEWPORT FIREFIGHTERS RELIEF ASSOCIATION

#### Benefit Level

<b>Benefit Level Effective Date</b>	<b>Benefit Level per Year of Active Service</b>	<b>Interest Rate for Deferred Pension Benefit</b>	<b>Date Approved by Municipality</b>
June 17, 2021	\$4,200	0%	June 17, 2021
December 7, 2017	\$3,700	0%	December 7, 2017
January 1, 2015	\$3,300	0%	July 17, 2014
January 6, 2009	\$3,000	0%	March 19, 2009
December 21, 2006	\$3,000	5%	December 21, 2006
December 2, 2004	\$2,800	5%	December 2, 2004
January 1, 2004	\$2,500	5%	December 4, 2003
October 1, 1999	\$2,500	Up to 5%	August 19, 1999
January 1, 1998	\$2,100	Up to 5%	November 20, 1997
July 11, 1996	\$1,800	Up to 5%	July 11, 1996
May 14, 1992	\$1,500	Up to 5%	May 7, 1992
June 1, 1988	\$1,400	Up to 5%	May 5, 1988
October 22, 1982	\$1,000	Up to 5%	October 21, 1982
January 3, 1980	\$900	Up to 5%	January 3, 1980

**Vesting Schedule: 40% at 5 yrs, increasing 4% until 100% at 20 yrs**

A. Benefit Level (per year of service):	\$ 4,300	\$ 4,400	\$ 4,500	\$ 4,600
B. Projected Present Assets 12/31/2022 [Attached]	985,626	985,626	985,626	985,626
C. Accrued Liability 12/31/2022 [Attached]	952,363	971,813	991,110	1,010,407
D. Surplus/ (Deficit) [B-C]	33,263	13,812	(5,484)	(24,781)
E. Funding Ratio at 12/31/2022 [B/C]	103%	101%	99%	98%
F. Accrued Liability 12/31/2023[Attached]	1,034,744	1,056,123	1,077,327	1,098,532
G. Annual Financial Requirement: Increase in Liability [F -C]	82,381	84,309	86,217	88,125
H. Annual Financial Requirement: PERA Fees [\$30/member]	720	720	720	720
I. Annual Financial Requirement: 1/10th of Deficit/(Surplus) [D/10]	(3,326)	(1,381)	548	2,478
J. Annual Financial Requirement: Total [G+H+I]	79,775	83,648	87,485	91,323
K. Reductions to Annual Financial Requirement:				
Projected Annual Fire State Aid [2022 Amount @1.035]	27,497	27,497	27,497	27,497
Projected Investment Earnings [6% on Projected Assets 12/31/2022]	59,138	59,138	59,138	59,138
L. Estimated Required Contribution [J - K]	None	None	\$ 850	\$ 4,688



October 31, 2022

**RE: City of Newport – Pay Application #22 – Newport City Hall, Fire Hall, and Law Enforcement Center**

**Dear Mr. Matthew Yokiell,**

Labor	\$33,564.37
Materials	\$ 9,523.70
<b>Total</b>	<b>\$43,098.07</b>

The labor and material amounts listed above represent the total billings for the Pay Application #22.

Please let me know if you have any questions.

Respectfully,

**Joseph A. Uhlhorn**

CFO + Partner

651-335-4634

[juhlhorn@hu-construction.com](mailto:juhlhorn@hu-construction.com)



**Complex Projects Solved**

# APPLICATION AND CERTIFICATE FOR PAYMENT

## TO (OWNER)

City of Newport  
2060 1st Avenue  
Newport, MN 55055

**PROJECT:** NEWPORT CITY HALL & FIRE STATION  
OVERALL

**APPLICATION NO:** 22

**PERIOD TO:** 10/31/2022

Distribution to:

☒ OWNER

☐ ARCHITECT

☐ CONST. MANAGER

☒ FILE

## FROM (CM):

HOFFMANN + UHLHORN CONSTRUCTION, INC.  
5555 W 78TH ST, SUITE A  
MINNEAPOLIS, MN 55439

CONTRACT DATE:

## APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders Approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$400,823.94	(\$3,105.00)
Approved this Month		\$0.00	\$0.00
Number	Date Approved		
TOTALS		\$400,823.94	(\$3,105.00)
Net change by Change Orders		\$397,718.94	

The undersigned Construction Manager certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payments shown herein are now due.

**CONSTRUCTION MANAGER:** HOFFMANN + UHLHORN CONSTRUCTION, INC.

By: 

Date: 11/2/2022

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the Amounts Certified.

Application is made for Payment, as shown below,

**Continuation Sheet, AIA Document G703**, is attached.

1. COMMITTED COST	\$7,224,613.00
2. Net Change by Change Orders	\$397,718.94
3. SUM TO DATE (Line 1+2)	\$7,622,331.94
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$7,359,455.10
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$325,777.95
b. <u>  </u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$325,777.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$7,033,677.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$6,990,589.08
8. CURRENT PAYMENT DUE	\$43,088.07
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$588,654.79

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

11/2/2022

Notary Public:

My Commission expires:

31-Jan-23

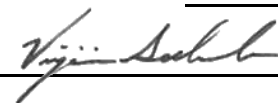
**AMOUNT CERTIFIED**

\$

(Attach explanation if amount certified differs from the amount applied for).

ARCHITECT: **Brunton Architects & Engineers**

By:



Date: 11/09/22



AIA Document G723, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.

		A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULE VALUE  (A+B)	WORK COMPLETED		TOTAL COMPLETED AND STORED  TO DATE (D+E)	% (F/C)	BALANCE TO FINISH (C-F)	RETAINAGE
					FROM PREV. APPL.	THIS PERIOD				
					Pre-Con	Preconstruction Fees	35,000.00			
0	Payment and Performance Bond	77,485.00	1,362.74	78,847.74	76,722.00	0.00	76,722.00	97%	2,125.74	3,836.10
1	General Conditions	195,000.00	0.00	195,000.00	138,415.88	3,297.52	141,713.40	73%	53,286.60	7,085.67
Reimburse	Construction Management Reimburse	243,180.00	117,172.50	360,352.50	357,622.50	2,730.00	360,352.50	100%	0.00	18,017.63
Fee	Construction Management Fee	176,210.00	3,131.20	179,341.20	177,874.72	770.51	178,645.23	100%	695.97	8,932.26
Allowance	Utilities Allowance	50,000.00	0.00	50,000.00	20,951.41	0.00	20,951.41	42%	29,048.59	1,047.57
Contingency	Construction Contingency	322,392.00	(252,408.67)	69,983.33	0.00	0.00	0.00	0%	69,983.33	0.00
Testing	Materials Testing	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0%	20,000.00	0.00
#0330	Cast-In-Place Concrete	402,850.00	29,772.00	432,622.00	280,425.00	0.00	280,425.00	65%	152,197.00	14,021.25
#0330-1	Concrete Delays	0.00	(94,590.00)	(94,590.00)	0.00	0.00	0.00	0%	(94,590.00)	0.00
#0341	Structtural Precast	1,294,664.00	21,543.00	1,316,207.00	1,316,207.00	0.00	1,316,207.00	100%	0.00	65,810.35
#0510	Steel Erection	79,660.00	14,214.00	93,874.00	93,874.00	0.00	93,874.00	100%	0.00	0.00
#0512	Steel Supply	125,000.00	4,429.00	129,429.00	129,115.00	0.00	129,115.00	100%	314.00	6,455.75
#0610	Carpentry & GC	408,500.00	71,633.00	480,133.00	451,867.17	0.00	451,867.17	94%	28,265.83	22,593.36
#0750	Roofing & Metal Panels	375,960.00	12,166.00	388,126.00	388,126.00	0.00	388,126.00	100%	0.00	19,406.30
#0790	Caulking & Firestopping	53,265.00	(6,408.00)	46,857.00	46,857.00	0.00	46,857.00	100%	0.00	0.00
#0810	Doors, Frames, Hardware - Supply	95,490.00	0.00	95,490.00	94,660.22	0.00	94,660.22	99%	829.78	4,733.01
#0833	Coiling & Sectional Doors	107,820.00	450.00	108,270.00	108,270.00	0.00	108,270.00	100%	0.00	5,413.50
#0840	Aluminum Storefronts & Curtainwall	109,500.00	33,965.00	143,465.00	143,465.00	0.00	143,465.00	100%	0.00	0.00
#0920	Drywall & Fireproofing	236,369.00	30,718.00	267,087.00	267,087.00	0.00	267,087.00	100%	0.00	0.00
#0930	Tile	51,000.00	0.00	51,000.00	51,000.00	0.00	51,000.00	100%	0.00	2,550.00
#0950	Acoustical Ceilings & Panels	44,700.00	1,051.00	45,751.00	45,751.00	0.00	45,751.00	100%	0.00	0.00
#0965	Resilient Flooring & Carpet	94,299.00	(161.00)	94,138.00	93,418.00	0.00	93,418.00	99%	720.00	4,670.90
#0990	Painting and Wallcovering	79,400.00	3,268.17	82,668.17	82,668.17	0.00	82,668.17	100%	0.00	3,418.61
#1420	Conveying Equipment	122,520.00	0.00	122,520.00	122,520.00	0.00	122,520.00	100%	0.00	0.00
#2100	Fire Protection	75,500.00	(450.00)	75,050.00	75,500.00	(450.00)	75,050.00	100%	0.00	0.00
#2200	Plumbing & Heating	459,290.00	243,427.00	702,717.00	702,717.00	0.00	702,717.00	100%	0.00	35,135.85
#2300	HVAC & Controls	374,000.00	19,395.00	393,395.00	393,395.00	0.00	393,395.00	100%	0.00	19,669.75
#2600	Electrical	554,600.00	89,807.00	644,407.00	644,407.00	0.00	644,407.00	100%	0.00	32,220.35
#3100	Earthwork & Site Utilities	659,900.00	14,682.00	674,582.00	674,582.00	0.00	674,582.00	100%	0.00	33,729.10
#3210	Asphalt Paving	263,200.00	38,830.00	302,030.00	276,787.00	25,243.00	302,030.00	100%	0.00	15,101.50
#3290	Landscaping & Fencing	37,859.00	720.00	38,579.00	38,579.00	0.00	38,579.00	100%	0.00	1,928.95
	TOTAL CONTRACT AMOUNTS	7,224,613.00	397,718.94	7,622,331.94	7,327,864.07	31,591.03	7,359,455.10	97%	262,876.84	325,777.95

# APPLICATION AND CERTIFICATE FOR PAYMENT

## TO (OWNER)

City of Newport  
2060 1st Avenue  
Newport, MN 55055

**PROJECT:** NEWPORT CITY HALL & FIRE STATION  
LABOR AND GEN CONDITIONS

**APPLICATION NO:** 22

**PERIOD TO:** 10/31/2022

Distribution to:

☒ OWNER

☐ ARCHITECT

☐ CONST. MANAGER

☒ FILE

## FROM (CM):

HOFFMANN + UHLHORN CONSTRUCTION, INC.  
5555 W 78TH ST, SUITE A  
MINNEAPOLIS, MN 55439

CONTRACT DATE:

## APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders Approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$153,917.94	\$0.00
Approved this Month		\$0.00	\$0.00
Number	Date Approved		
TOTALS		\$153,917.94	\$0.00
Net change by Change Orders		\$153,917.94	

The undersigned Construction Manager certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payments shown herein are now due.

**CONSTRUCTION MANAGER:** HOFFMANN + UHLHORN CONSTRUCTION, INC.

By: 

Date: 11/2/2022

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the Amounts Certified.

Application is made for Payment, as shown below,

**Continuation Sheet, AIA Document G703**, is attached.

1. COMMITTED COST	\$3,899,879.00
2. Net Change by Change Orders	\$153,917.94
3. SUM TO DATE (Line 1+2)	\$4,053,796.94
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$3,776,534.18
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$161,605.95
b. <u>0</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$161,605.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$3,614,928.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,581,363.86
8. CURRENT PAYMENT DUE	\$33,564.37
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$438,868.71

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

11/2/2022

Notary Public:

My Commission expires:

31-Jan-23

**AMOUNT CERTIFIED**

\$

(Attach explanation if amount certified differs from the amount applied for).

ARCHITECT: **Brunton Architects & Engineers**

By: 

Date: 11/09/22



**CITY OF NEWPORT - LABOR & GENERAL CONDITIONS**  
**H+U CONSTRUCTION EDITION OF AIA DOCUMENT G703**

**APPLIC. FOR PAYMENT NO.#22**  
**PERIOD ENDING 10/31/2022**

AIA Document G723,APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.

		A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULE VALUE  (A+B)	WORK COMPLETED		TOTAL COMPLETED AND STORED	% (F/C)	BALANCE TO FINISH (C-F)	RETAINAGE
					FROM PREV. APPL.	THIS PERIOD				
Pre-Con	Preconstruction Fees	35,000.00	0.00	35,000.00	35,000.00	0.00	35,000.00	100%	0.00	0.00
0	Payment and Performance Bond	77,485.00	1,362.74	78,847.74	76,722.00	0.00	76,722.00	97%	2,125.74	3,836.10
1	General Conditions	195,000.00	0.00	195,000.00	138,415.88	3,297.52	141,713.40	73%	53,286.60	7,085.67
Reimburse	Construction Management Reimbursable	243,180.00	117,172.50	360,352.50	357,622.50	2,730.00	360,352.50	100%	0.00	18,017.63
Fee	Construction Management Fee	176,210.00	3,131.20	179,341.20	177,874.72	770.51	178,645.23	100%	695.97	8,932.26
Allowance	Utilities Allowance	50,000.00	0.00	50,000.00	20,951.41	0.00	20,951.41	42%	29,048.59	1,047.57
Contingency	Construction Contingency	322,392.00	(252,408.67)	69,983.33	0.00	0.00	0.00	0%	69,983.33	0.00
Testing	Materials Testing	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0%	20,000.00	0.00
#0330	Cast-In-Place Concrete	257,850.00	20,770.00	278,620.00	181,225.00	0.00	181,225.00	65%	97,395.00	9,061.25
#0330-1	Concrete Delays	0.00	(62,798.00)	(62,798.00)	0.00	0.00	0.00	0%	(62,798.00)	0.00
#0341	Strutctural Precast	261,331.00	8,666.00	269,997.00	269,997.00	0.00	269,997.00	100%	0.00	13,499.85
#0510	Steel Erection	79,660.00	14,214.00	93,874.00	93,874.00	0.00	93,874.00	100%	0.00	0.00
#0610	Carpentry & GC	224,800.00	23,653.00	248,453.00	227,183.47	0.00	227,183.47	91%	21,269.53	11,359.17
#0750	Roofing & Metal Panels	168,600.00	9,005.00	177,605.00	177,605.00	0.00	177,605.00	100%	0.00	8,880.25
#0790	Caulking & Firestopping	39,740.00	(4,600.00)	35,140.00	35,140.00	0.00	35,140.00	100%	0.00	0.00
#0833	Coiling & Sectional Doors	21,420.00	0.00	21,420.00	21,420.00	0.00	21,420.00	100%	0.00	1,071.00
#0840	Aluminum Storefronts & Curtainwall	49,500.00	17,518.00	67,018.00	67,018.00	0.00	67,018.00	100%	0.00	0.00
#0920	Drywall & Fireproofing	186,369.00	21,936.00	208,305.00	208,305.00	0.00	208,305.00	100%	0.00	0.00
#0930	Tile	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	100%	0.00	1,000.00
#0950	Acoustical Ceilings & Panels	19,000.00	864.00	19,864.00	19,864.00	0.00	19,864.00	100%	0.00	0.00
#0965	Resilient Flooring & Carpet	41,479.00	(161.00)	41,318.00	41,318.00	0.00	41,318.00	100%	0.00	2,065.90
#0990	Painting and Wallcovering	67,500.00	872.17	68,372.17	68,372.17	0.00	68,372.17	100%	0.00	3,418.61
#1420	Conveying Equipment	55,877.00	0.00	55,877.00	55,877.00	0.00	55,877.00	100%	0.00	0.00
#2100	Fire Protection	29,340.00	0.00	29,340.00	29,340.00	0.00	29,340.00	100%	0.00	0.00
#2200	Plumbing & Heating	210,735.00	87,974.00	298,709.00	298,709.00	0.00	298,709.00	100%	0.00	14,935.45
#2300	HVAC & Controls	161,000.00	12,636.00	173,636.00	173,636.00	0.00	173,636.00	100%	0.00	8,681.80
#2600	Electrical	178,500.00	43,337.00	221,837.00	221,837.00	0.00	221,837.00	100%	0.00	11,091.85
#3100	Earthwork & Site Utilities	558,400.00	12,400.00	570,800.00	570,800.00	0.00	570,800.00	100%	0.00	28,540.00
#3210	Asphalt Paving	126,796.00	31,733.00	158,529.00	139,376.00	19,153.00	158,529.00	100%	0.00	7,926.45
#3290	Landscaping & Fencing	22,715.00	385.00	23,100.00	23,100.00	0.00	23,100.00	100%	0.00	1,155.00
	TOTAL CONTRACT AMOUNTS	3,899,879.00	153,917.94	4,007,540.94	3,750,583.15	25,951.03	3,776,534.18	94%	231,006.76	161,605.95



**PAYMENT APPLICATION NO. #22**  
**PERIOD ENDING 10/31/2022**

ITEM NO#	DESCRIPTION	VENDOR	DATE	NUMBER	AMOUNT	RETAINAGE	DUE
1	General Conditions	H+U Construction	10/31/22	Applic #20	\$3,297.52	\$164.88	\$3,132.64
Reimburse	Construction Management Reimbursat	H+U Construction	10/31/22	Applic #19	\$2,730.00	\$136.50	\$2,593.50
Fee	Construction Management Fee	H+U Construction	10/31/22	Applic #21	\$770.51	\$38.53	\$731.98
#3210	Asphalt Paving	Ebert Construction	10/31/22	Applic #10	\$19,153.00	\$957.65	\$18,195.35
<b>SUBTOTAL AMOUNT DUE</b>					\$25,951.03	\$1,297.56	\$24,653.47

## RETAINAGE RELEASES

#0510	Steel Erection	Amererect	1/31/21	Retainage	4,693.70
#0790	Caulking & Firestopping	Carciofini Company	1/31/21	Retainage	1,757.00
#0950	Acoustical Ceilings & Panels	Twin City Acoustics	1/31/21	Retainage	993.20
#2100	Fire Protection	Dynamic Fire Protection	1/31/21	Retainage	1,467.00

**TOTAL AMOUNT DUE**

**\$33,564.37**



TO: CITY OF NEWPORT  
2060 1ST AVE  
NEWPORT, MN 55055

ATTN: ACCOUNTING

RE: NEWPORT CITY HALL & FIRE STATION

Invoice for Construction Management services performed during the month of October, 2022

**CONSTRUCTION MANAGEMENT REIMBURSABLES**

Project Superintendent	26.00 hrs. @	105.00	\$2,730.00
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<b>Subtotal Construction Management Reimbursables</b>	<b>\$2,730.00</b>
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**GENERAL CONDITIONS**

Sales Tax Credit	(\$46.58)
Expendable Supplies	\$539.38
Ideal Shield - Bollard Covers	\$104.72
DG Welding & Mfg - Fabricate Install Metals	\$2,700.00

<b>Subtotal Reimbursable Expenses</b>	<b>\$3,297.52</b>
---------------------------------------	-------------------

<b>Total</b>	<b>\$6,027.52</b>
--------------	-------------------

**Contractor's Pay Applications October 31, 2022**

#2100-Material Dynamic Fire Protection	(\$450.00)
#3210-Labor Ebert Construction	\$19,153.00
#3210-Material Ebert Construction	\$6,090.00

<b>Total Contractor's Pay Applications October 1 - October 31</b>	<b>\$24,793.00</b>
---	--------------------

<b>CONSTRUCTION MANAGEMENT FEE</b>	<b>\$770.51</b>
------------------------------------	-----------------

<b>Total Before Retainage</b>	<b>\$31,591.03</b>
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**Retainage**

<b>Current Retainage</b>	1,579.56
<b>Prior Retainage</b>	337,274.99
<b>Retainage-To-Date</b>	338,854.55

**Release Retainage**

#0510-Labor Amerect Inc.	4,693.70
#0790-Labor Carciofini Company	1,757.00
#0790-Material Carciofini Company	585.85
#0950-Labor Twin City Acoustics, Inc.	993.20
#0950-Material Twin City Acoustics, Inc.	1,294.35
#2100-Labor Dynamic Fire Protection	1,467.00
#2100-Material Dynamic Fire Protection	2,285.50

<b>Total Retainage Released</b>	<b>13,076.60</b>
<b>Updated Retainage-To-Date</b>	<b>325,777.95</b>

<b>Total Amount Due</b>	<b>\$43,088.07</b>
-------------------------	--------------------



2450 ANNAPOLIS LANE N.  
PLYMOUTH, MN 55441-3600  
www.grainger.com

PAGE 1

## ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER 886256434  
INVOICE NUMBER 9446543390  
INVOICE DATE 09/15/2022

**NO AMOUNT DUE**

### SHIP TO

WENCK CONSTRUCTION  
7500 HIGHWAY 55 STE 300  
GOLDEN VALLEY MN 55427-4888

PO NUMBER: Newport  
CALLER: JOSEPH UHLHORN  
CUSTOMER PHONE: 6513354634  
ORDER NUMBER: 1458517863  
INCO TERMS: FOB ORIGIN

BILL TO  
WENCK CONSTRUCTION  
7500 HIGHWAY 55 STE 300  
GOLDEN VALLEY MN 55427-4888

Pay invoices online at:  
[www.grainger.com/invoicing](http://www.grainger.com/invoicing)

**THANK YOU!** FEI NUMBER 36-1150280  
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL **1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	22W969	SIDE-MOUNT CASTER,8" WHEEL DIA.,210 LB. MANUFACTURER # 22W969  Delivery #6564382880 Date Shipped:09/15/2022 PICKED UP FROM: ST PAUL BRANCH 499 345 PLATO BLVD EAST SUITE 120,SAINT PAUL,MN 55107-1211	4	125.00	500.00

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT [WWW.GRAINGER.COM](http://WWW.GRAINGER.COM)  
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT [WWW.GRAINGER.COM/RETURNS](http://WWW.GRAINGER.COM/RETURNS)

INVOICE SUB TOTAL	500.00
TAX	39.38
CR. CARD OR CASH RECEIVED	539.38

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

NO PAYMENT DUE -- PAYMENT TERMS VISA .THIS INVOICE FOR YOUR RECORDS.

**AMOUNT DUE**

**\$0.00**

**NO PAYMENT DUE - THIS INVOICE FOR YOUR RECORDS**



## Sales Order

IDEAL SHIELD, LLC  
2525 CLARK STREET  
DETROIT, MI 48209-1355  
(313) 842-7290

Order Number: 0342818  
Order Date: 9/2/2022  
Salesperson: 0402  
Customer Number: 0012462  
Quoted By: Laurence Buckley

**Sold To:**  
LUKE NELSON  
HU CONSTRUCTION  
555 WEST 78TH STREET, STE A  
MINNEAPOLIS, MN 55439

**Ship To:**  
HU CONSTRUCTION  
2060 1ST AVE  
ATTN: LUKE NELSON (763) 355-8882  
NEWPORT, MN 55055

Phone # (763) 355-8882

Confirm To: LNELSON@HU-CONSTRUCTION.COM

Customer P.O.	Ship VIA	Freight	Ship Date
CREDIT CARD	FEDEX	PPD&ADD	9/15/2022

Item Number	Unit	Quantity	Price	Amount
-------------	------	----------	-------	--------

### Bumper Post Sleeves Consist of

- 1/8" nominal wall thickness, Dome Top-Hi-Density
- Thermoplastic Polyethylene (HDPE) w/ Ultra-Violet and Anti-Static Additives
- Secured with Ideal Shield Patented tape
- Part Number Breakdown: WALL THICKNESS-COLOR-DIAMETER-HEIGHT-SLEEVE

PPP-RED-06-052-SLEEVE	EACH	2.00	40.9900	81.98
-----------------------	------	------	---------	-------

Net Order: 81.98  
Freight: 15.54  
Sales Tax: 7.20  
**Order Total: 104.72**

Prices are subject to change without written notification. Quotes are valid for 5 business days. All quotes containing steel of any kind are subject to steel availability and escalation. Starting September 1, 2020, your order may be subject to sales tax. Please contact our team with any questions. Additional charges will apply if shipped to a residential address and if a lift gate or an appointment is required. If the carrier is not able to deliver on the first attempt, redelivery charges will apply.

**D G Welding & Mfg.,Inc.**  
**3265 Sun Drive**  
**Eagan, MN 55121**  
**Phone # 651-688-2358**

# INVOICE

DATE	INVOICE #
9/30/2022	22-7847

CUSTOMER
H + U Construction 5555 W 78th St, Suite A Minneapolis, MN 55439

P.O. NO.	TERMS	FOB	PROJECT
Dominic	Net 30	On Site	Newport City Hall

DESCRIPTION	AMOUNT
Fabricate & Install At Miscellaneous Metals At Newport City Hall As Per Dominic	2,700.00

Thank You For Your Business!	<b>TOTAL</b> \$2,700.00
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## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO CONTRACTOR:

H &amp; U

PROJECT: Newport Citiy Hall &amp; Public Safety Buildi

APPLICATION NO: 8

PERIOD TO: 10/31/2022

SUBCONTRACT FOR: 0510

SUBCONTRACT DATE: 12/14/2020

PROJECT NO:

Distribution to:

☐ OWNER☐ ARCHITECT☒ CONTRACTOR☐ FIELD

FROM SUBCONTRACTOR:

Amerect Inc.

1110 7th Avenue

Newport, MN 55055

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract.  
AIA Document G703, Continuation Sheet, is attached.

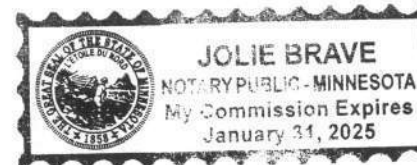
1. ORIGINAL CONTRACT SUM	\$ 79,660.00
2. Net change by Change Orders	\$14,214.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 93,874.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 93,874.00
5. RETAINAGE:	
a. 5% of Completed Work	\$
(Column D + E on G703)	
b. 5% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$
6. TOTAL EARNED LESS RETAINAGE	\$ 93,874.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 89,180.30
8. CURRENT PAYMENT DUE	\$ 4,693.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ -
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Amerect Inc.

By: Caleb Kierman

Date: 10/26/2022



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$11,454.00	
Total approved this month	\$2,760.00	
TOTAL	\$14,214.00	
NET CHANGES by Change Order	\$14,214.00	

# Schedule of Values

Newport City Hall & Public Safety Building

PAGE 2 OF 2 PAGES

Name: Amerect Inc.  
1110 7th Avenue  
Newport, MN 55055

APPLICATION NO: 8  
APPLICATION DATE: 10/26/2022  
PERIOD TO: 10/31/2022  
JOB NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Steel erection	\$ 73,725.00	\$ 73,725.00	\$ -		\$ 73,725.00	100%	\$ -	\$
2	House Keeping	\$ 1,000.00	\$ 1,000.00	\$ -		\$ 1,000.00	100%	\$ -	\$
3	Bond Cost	\$ 1,135.00	\$ 1,135.00	\$ -		\$ 1,135.00	100%	\$ -	\$
4	Equipment	\$ 3,800.00	\$ 3,800.00	\$ -		\$ 3,800.00	100%	\$ -	\$
6	CO#1	\$ 604.00	\$ 604.00	\$ -		\$ 604.00	100%	\$ -	\$
7	CO#2	\$ 2,364.00	\$ 2,364.00	\$ -		\$ 2,364.00	100%	\$ -	\$
8	CO#3	\$ 7,607.00	\$ 7,607.00	\$ -		\$ 7,607.00	100%	\$ -	\$
9	CO #4	\$ 879.00	\$ 879.00	\$ -		\$ 879.00	100%	\$ -	\$
10	CO #5	\$ 2,760.00	\$ 2,760.00	\$ -		\$ 2,760.00	100%	\$ -	\$
11		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
12		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
13		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
14		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
15		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
16		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
17		\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
18									
	GRAND TOTALS	\$ 93,874.00	\$ 93,874.00	\$ -	\$ -	\$ 93,874.00	100%	\$ -	\$

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/GCα

## GENERAL CONTRACTOR EDITION

PAGE ONE OF 2 PAGES

### TO OWNER:

City of Newport

596 7th Avenue

Newport, MN 55055

### FROM CONTRACTOR:

Carciofini Company

12101 Nicollet Ave S

Burnsville, MN 55337

CONTRACT FOR: Joint Sealants

### PROJECT:

Newport City Hall, Fire Hall

and Law Enforcement Center

2060 1st Avenue

Newport, MN 55055

Labor & Equipment

VIA GENERAL CONTRACTOR: H + U Construction

VIA ARCHITECT: Brunton Architects and Engineers

APPLICATION NO: 8

Distribution to:

☐ OWNER

PERIOD TO: 10/31/22

☐

PROJECT NO:

☐ ARCHITECT

CONTRACT DATE: 12/14/20

☐ CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	39,740.00
2. Net change by Change Orders	\$	(4,600.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	35,140.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	35,140.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	0.00
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	35,140.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	1,757.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Carciofini Co.

By: Julie G. Pederson - Controller Date: 10/18/22

State of: Minnesota County of: Dakota  
Subscribed and sworn to before me this 18th day of October 22

Notary Public:

My Commission expires: Krista Anne Rutherford



## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the General Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,757.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

GENERAL CONTRACTOR: Ed Johnson

By: Ed Johnson Date: 10/26/22

ARCHITECT: Viggo Sehl Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, CONTAINING  
CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED.

IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

USE COLUMN 1 ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

APPLICATION NUMBER: 8

APPLICATION DATE: 10/18/22

PERIOD TO: 10/31/22

ARCH. PROJ. NUMBER:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%( G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Joint Sealants as per Contract								
	Labor								
	Housekeeping	1,065.00	1,065.00			1,065.00	100%	0.00	\$0.00
	Bond	1,000.00	1,000.00			1,000.00	100%	0.00	\$0.00
	Submittals	540.00	540.00			540.00	100%	0.00	\$0.00
	Joint Sealant	24,035.00	24,035.00			24,035.00	100%	0.00	\$0.00
	Firestop	8,500.00	8,500.00			8,500.00	100%	0.00	\$0.00
	Firestop Allowance	4,600.00		4,600.00		4,600.00	100%	0.00	\$0.00
	Firestop Allowance - Recon	-4,600.00		-4,600.00		-4,600.00	100%	0.00	\$0.00
	Page 2 Totals	35,140.00	35,140.00	0.00	0.00	35,140.00	100%	0.00	0.00

## APPLICATION AND CERTIFICATE FOR PAYMENT

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/Cma

PAGE ONE OF PAGES

**To Contractor**  
H+U Construction  
5555 W 78th Street Ste A  
Minneapolis, MN 55439

**PROJECT:** Newport City Hall  
Labor Only

APPLICATION NO: #Retainage

PERIOD TO: 10/31/2022  
PROJECT NO:

Distribution to:  
\_\_OWNER  
\_\_CONSTRUCTION  
MANAGER  
\_\_ARCHITECT  
\_\_CONTRACTOR

**FROM CONTRACTOR:**

Twin City Acoustics  
9449 Science Center Drive - Ste 100  
New Hope, MN 55428

VIA CONSTRUCTION MANAGER:  
VIA ARCHITECT:

CONTRACT DATE: 3/25/2020

H+U Construction

**CONTRACT FOR:****CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with Contract.  
Continuation Sheet, AIA Document G703, is attached.

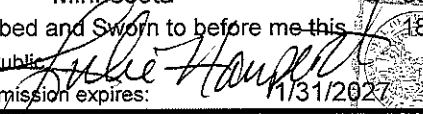
1. ORIGINAL CONTRACT SUM	\$	19,000.00
2. Net Change by Change Orders	\$	864.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	19,864.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	19,864.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	\$	0.00
b. of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a+5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	19,864.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	18,870.80
8. CURRENT PAYMENT DUE	\$	993.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTALS:	0.00	
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By:  Date: 10/18/22

State of: Minnesota County of: Anoka  
Subscribed and Sworn to before me this 18th Day of October, 2022  
Notary Public  NOTARY PUBLIC MINNESOTA  
My Commission expires: 1/31/2027

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. **AMOUNT CERTIFIED \$ 993.20**  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that changes to conform to the amount certified.)

CONSTRUCTION MANAGER:  Date: 10/26/22

ARCHITECT:  Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702/Cma

APPLICATION AND CERTIFICATION FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

## CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE OF PAYMENT

**Containing Contractor's signed Certification, is attached**

in tabulations below, amounts are stated to the nearest dollar

**Use Column 1 on Contracts where variable retainage for line items may apply.**

**APPLICATION NO:** #Retainage

**APPLICATION DATE:** 10/18/2022

**PERIOD TO:**

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D&E&F)	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE  0%
			FROM PREVIOUS APPLICATION (D & E)	THIS PERIOD					
	<b>Section 09510 Acoustical Ceilings</b>								
1	Labor	\$ 16,250.00	\$ 16,250.00			16,250.00	100%	0.00	0.00
2	Bond	\$ 750.00	\$ 750.00			750.00	100%	0.00	0.00
3	Insurance	\$ 500.00	\$ 500.00			500.00	100%	0.00	0.00
4	Housekeeping	\$ 1,000.00	\$ 1,000.00			1,000.00	100%	0.00	0.00
5	Submittals/Closeouts	\$ 500.00	500.00			500.00	100%	0.00	0.00
	CO #1	\$ 864.00	864.00			864.00	100%	0.00	0.00

## APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:

City or Newport

PROJECT:

Newport City Hall Labor pay app

APPLICATION #: 3

PERIOD TO: 10/18/22

PROJECT NOS:

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

FROM CONTRACTOR:

Dynamic Fire Protection

VIA ARCHITECT:

Brunton Architects and Engineers

CONTRACT DATE: 12/30/20

CONTRACT FOR: Material and subcontractor schedule of values

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	29,340.00
2. Net change by Change Orders-----	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	29,340.00
4. TOTAL COMPLETED & STORED TO DATE-\$		29,340.00
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 5.0% of Completed Work	\$	
(Columns D+E on Continuation Sheet)		
b. 5.0% of Stored Material	\$	0.00
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column I of Continuation Sheet-----		
6. TOTAL EARNED LESS RETAINAGE-----	\$	
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----	\$	27,873.00
8. CURRENT PAYMENT DUE-----	\$	1,467.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: B. H. H.Date: 10/19/2022State of: MinnesotaCounty of: RamseySubscribed and sworn to before me this 19th day of October, 2022Notary Public: [Signature]My Commission expires: 1/31/2026

ANDREA M. BOOTH  
Notary Public  
Minnesota  
My Commission Expires  
Jan 31, 2026

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 1,467.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Viggo SeidelDate: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



**CONTINUATION SHEET**

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

APPLICATION NUMBER: 3

APPLICATION DATE: 10/18/22

PERIOD TO: 18-Oct-22

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)	
1	House Keeping labor for installations	587.00 28,753.00	587.00 28,753.00			0.00	0%	0.00
2						0.00	0%	0.00
3						587.00	100%	0.00
4						28,753.00	100%	0.00
5						0.00	0%	0.00
6						0.00	0%	0.00
7						0.00	0%	0.00
8						0.00	0%	0.00
9						0.00	0%	0.00
10						0.00	0%	0.00
11						0.00	0%	0.00
12						0.00	0%	0.00
13						0.00	0%	0.00
14						0.00	0%	0.00
15						0.00	0%	0.00
16						0.00	0%	0.00
17						0.00	0%	0.00
18						0.00	0%	0.00
19						0.00	0%	0.00
20						0.00	0%	0.00
21						0.00	0%	0.00
22						0.00	0%	0.00
23						0.00	0%	0.00
28						0.00	0%	0.00
	SUBTOTALS PAGE 2	29,340.00	29,340.00	0.00	0.00	29,340.00	100%	0.00

**CONTINUATION SHEET**

Page 3 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

APPLICATION NUMBER: 3

APPLICATION DATE: 10/18/22



# Document G732™ – 2019

*Handwritten initials*

## Application and Certificate for Payment, Construction Manager as Adviser Edition

<b>TO OWNER:</b>	City of Newport 596 Seventh Avenue Newport, MN 55055	<b>PROJECT:</b>	Newport City Hall 3210 Labor 2060 1st Ave Newport, MN 55055	<b>APPLICATION NO:</b>	10	<b>DISTRIBUTION TO:</b>	OWNER <input type="checkbox"/>
<b>FROM</b>		<b>VIA CONSTRUCTION</b>		<b>INVOICE #</b>	21632698	<b>CONSTRUCTION MANAGER</b>	<input type="checkbox"/>
<b>CONTRACTOR:</b>	Ebert Construction 23350 County Road 10 Corcoran, MN 55357	<b>MANAGER:</b>		<b>PERIOD TO:</b>		<b>ARCHITECT</b>	<input type="checkbox"/>
<b>CONTRACT FOR:</b>		<b>VIA ARCHITECT:</b>	Brunton Architects & Engineers	<b>CONTRACT DATE:</b>		<b>CONTRACTOR</b>	<input type="checkbox"/>
				<b>PROJECT NOS:</b>	6452 / /	<b>FIELD</b>	<input type="checkbox"/>
						<b>OTHER</b>	<input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	126,796.00
2. NET CHANGES IN THE WORK.....	\$	31,733.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	158,529.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) .....	\$	158,529.00
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work (Column D + E on G703)	\$	7,926.45
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I on G703) .....	\$	7,926.45
6. TOTAL EARNED LESS RETAINAGE.....	\$	150,602.55
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		132,407.20
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE.....	\$	18,195.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 minus Line 6)	\$	7,926.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Ebert Construction

By: *[Signature]*

Date: 10/20/22

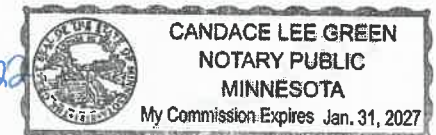
State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 20<sup>th</sup> day of October 2022

Notary Public: *[Signature]*

My Commission expires: 1-31-2027



### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED.....** \$18,195.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**CONSTRUCTION MANAGER:** *[Signature]*

By: \_\_\_\_\_

Date: 10/26/22

**ARCHITECT:** (NOTE: If multiple Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: *[Signature]*

Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month, including Construction Change Directives	\$	\$
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>
<b>NET CHANGES IN THE WORK</b>	<b>\$</b>	

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10  
 APPLICATION DATE: 10/20/2022  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO: 6452

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Bond and Insurance	1,974.00	1,974.00			1,974.00	100.00		98.70
02	General Conditions	6,300.00	6,300.00			6,300.00	100.00		315.00
03	Housekeeping	5,264.00	5,264.00			5,264.00	100.00		263.20
04	Shop Drawings	1,974.00	1,974.00			1,974.00	100.00		98.70
05	Allowance - 100 LF Curb	1,657.00		1,657.00		1,657.00	100.00		82.85
06	Allowance - 1000 SF Asphalt	1,400.00		1,400.00		1,400.00	100.00		70.00
07	Allowance - CM Allowance	2,500.00		2,500.00		2,500.00	100.00		125.00
08	Curb and Gutter	40,870.00	40,870.00			40,870.00	100.00		2,043.50
09	Asphalt Paving	28,200.00	28,200.00			28,200.00	100.00		1,410.00
10	Concrete Walks	36,657.00	36,657.00			36,657.00	100.00		1,832.85
11	Change Order 1	8,740.00	8,740.00			8,740.00	100.00		437.00
12	Change Order 2	1,667.00	1,667.00			1,667.00	100.00		83.35
13	Change Order 3	4,000.00	4,000.00			4,000.00	100.00		200.00
14	Change Order 4	3,730.00	3,730.00			3,730.00	100.00		186.50
15	Change Order 5	13,596.00		13,596.00		13,596.00	100.00		679.80
	GRAND TOTAL	158,529.00	139,376.00	19,153.00		158,529.00	100.00		7,926.45

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# APPLICATION AND CERTIFICATE FOR PAYMENT

## TO (OWNER)

City of Newport  
2060 1st Avenue  
Newport, MN 55055

## PROJECT:

NEWPORT CITY HALL & FIRE STATION  
MATERIAL

## APPLICATION NO: 22

PERIOD TO: 10/31/2022

Distribution to:

☒ OWNER

☐ ARCHITECT

☐ CONST. MANAGER

☒ FILE

## FROM (CM):

HOFFMANN + UHLHORN CONSTRUCTION, INC.  
5555 W 78TH ST, SUITE A  
MINNEAPOLIS, MN 55439

CONTRACT DATE:

## APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders Approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$246,906.00	(\$3,105.00)
Approved this Month		\$0.00	\$0.00
Number	Date Approved		
TOTALS		\$246,906.00	(\$3,105.00)
Net change by Change Orders		\$243,801.00	

The undersigned Construction Manager certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payments shown herein are now due.

CONSTRUCTION MANAGER: HOFFMANN + UHLHORN CONSTRUCTION, INC.



By:

Date: 11/2/2022

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the Amounts Certified.

Application is made for Payment, as shown below,

Continuation Sheet, AIA Document G703, is attached.

1. COMMITTED COST	\$3,324,734.00
2. Net Change by Change Orders	\$243,801.00
3. SUM TO DATE (Line 1+2)	\$3,568,535.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$3,582,920.92
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$164,172.00
b. <u>  </u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$164,172.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$3,418,748.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,409,225.22
8. CURRENT PAYMENT DUE	\$9,523.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$149,786.08

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

11/2/2022

Notary Public:

My Commission expires:

31-Jan-23

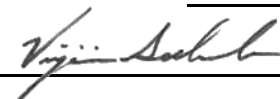
## AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for).

ARCHITECT: Brunton Architects & Engineers

By:



Date: 11/09/22





## CITY OF NEWPORT - MATERIAL

## H+U CONSTRUCTION EDITION OF AIA DOCUMENT G703

APPLIC. FOR PAYMENT NO.#22

PERIOD ENDING 10/31/2022

AIA Document G723, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

		A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULE VALUE  (A+B)	WORK COMPLETED		TOTAL COMPLETED AND STORED	% (F/C)	BALANCE TO FINISH (C-F)	RETAINAGE
					FROM PREV. APPL.	THIS PERIOD				
#0330	Cast-In-Place Concrete	145,000.00	9,002.00	154,002.00	99,200.00	0.00	99,200.00	64%	54,802.00	4,960.00
#0330-1	Concrete Delays	0.00	(31,792.00)	(31,792.00)	0.00	0.00	0.00	0%	(31,792.00)	0.00
#0341	Strutctural Precast	1,033,333.00	12,877.00	1,046,210.00	1,046,210.00	0.00	1,046,210.00	100%	0.00	52,310.50
#0512	Steel Supply	125,000.00	4,429.00	129,429.00	129,115.00	0.00	129,115.00	100%	314.00	6,455.75
#0610	Carpentry & GC	183,700.00	47,980.00	231,680.00	224,683.70	0.00	224,683.70	97%	6,996.30	11,234.19
#0750	Roofing & Metal Panels	207,360.00	3,161.00	210,521.00	210,521.00	0.00	210,521.00	100%	0.00	10,526.05
#0790	Caulking & Firestopping	13,525.00	(1,808.00)	11,717.00	11,717.00	0.00	11,717.00	100%	0.00	0.00
#0810	Doors, Frames, Hardware - Supply	95,490.00	0.00	95,490.00	94,660.22	0.00	94,660.22	99%	829.78	4,733.01
#0833	Coiling & Sectional Doors	86,400.00	450.00	86,850.00	86,850.00	0.00	86,850.00	100%	0.00	4,342.50
#0840	Aluminum Storefronts & Curtainwall	60,000.00	16,447.00	76,447.00	76,447.00	0.00	76,447.00	100%	0.00	0.00
#0920	Drywall & Fireproofing	50,000.00	8,782.00	58,782.00	58,782.00	0.00	58,782.00	100%	0.00	0.00
#0930	Tile	31,000.00	0.00	31,000.00	31,000.00	0.00	31,000.00	100%	0.00	1,550.00
#0950	Acoustical Ceilings & Panels	25,700.00	187.00	25,887.00	25,887.00	0.00	25,887.00	100%	0.00	0.00
#0965	Resilient Flooring & Carpet	52,820.00	0.00	52,820.00	52,100.00	0.00	52,100.00	99%	720.00	2,605.00
#0990	Painting and Wallcovering	11,900.00	2,396.00	14,296.00	14,296.00	0.00	14,296.00	100%	0.00	0.00
#1420	Conveying Equipment	66,643.00	0.00	66,643.00	66,643.00	0.00	66,643.00	100%	0.00	0.00
#2100	Fire Protection	46,160.00	(450.00)	45,710.00	46,160.00	(450.00)	45,710.00	100%	0.00	0.00
#2200	Plumbing & Heating	248,555.00	155,453.00	404,008.00	404,008.00	0.00	404,008.00	100%	0.00	20,200.40
#2300	HVAC & Controls	213,000.00	6,759.00	219,759.00	219,759.00	0.00	219,759.00	100%	0.00	10,987.95
#2600	Electrical	376,100.00	46,470.00	422,570.00	422,570.00	0.00	422,570.00	100%	0.00	21,128.50
#3100	Earthwork & Site Utilities	101,500.00	2,282.00	103,782.00	103,782.00	0.00	103,782.00	100%	(0.00)	5,189.10
#3210	Asphalt Paving	136,404.00	7,097.00	143,501.00	137,411.00	6,090.00	143,501.00	100%	0.00	7,175.05
#3290	Landscaping & Fencing	15,144.00	335.00	15,479.00	15,479.00	0.00	15,479.00	100%	0.00	773.95
	TOTAL CONTRACT AMOUNTS	3,324,734.00	243,801.00	3,614,791.00	3,577,280.92	5,640.00	3,582,920.92	99%	31,870.08	164,172.00

INVOICE SUMMARY-  
CITY OF NEWPORT - MATERIAL

PAYMENT APPLICATION NO. #22  
PERIOD ENDING 10/31/2022

ITEM NO#	DESCRIPTION	VENDOR	DATE	NUMBER	AMOUNT	RETAINAGE	DUE
#2100	Fire Protection	Dynamic Fire Protection	10/31/22	Applic #6	(\$450.00)	(\$22.50)	(\$427.50)
#3210	Asphalt Paving	Ebert Construction	10/31/22	Applic #7	\$6,090.00	\$304.50	\$5,785.50
SUBTOTAL AMOUNT DUE					\$5,640.00	\$282.00	\$5,358.00

RETAINAGE RELEASES

#0790	Caulking & Firestopping	Carciofini Company	10/31/22	Retainage			585.85
#0950	Acoustical Ceilings & Panels	Twin City Acoustics	10/31/22	Retainage			1,294.35
#2100	Fire Protection	Dynamic Fire Protection	10/31/22	Retainage			2,285.50

TOTAL AMOUNT DUE \$9,523.70

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/GC*a*

GENERAL CONTRACTOR EDITION

PAGE ONE OF 2 PAGES

TO OWNER:

City of Newport

596 7th Avenue

Newport, MN 55055

FROM CONTRACTOR:

Carciofini Company

12101 Nicollet Ave S

Burnsville, MN 55337

CONTRACT FOR: Joint Sealants

PROJECT:

Newport City Hall, Fire Hall

and Law Enforcement Center

2060 1st Avenue

Newport, MN 55055

Materials

VIA GENERAL CONTRACTOR: H + U Construction

VIA ARCHITECT: Brunton Architects & Engineers

APPLICATION NO: 8

PERIOD TO: 10/31/22

PROJECT NO:

CONTRACT DATE: 12/14/20

Distribution to:

☐ OWNER

☐

☐ ARCHITECT

☐ CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	13,525.00
2. Net change by Change Orders	\$	(1,808.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	11,717.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	11,717.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	0.00
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	11,717.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	11,131.15
8. CURRENT PAYMENT DUE	\$	585.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is not due.

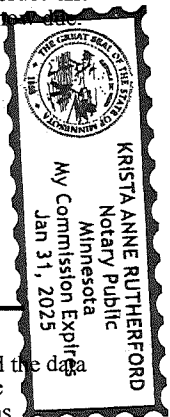
CONTRACTOR: Carciofini Co.

By: Julie G. Pederson - Controller Date: 10/18/22

State of: Minnesota County of: Dakota  
Subscribed and sworn to before me this 18th day of October 2022

Notary Public:

My Commission expires: Krista Anne Rutherford



## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the General Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 585.85

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

GENERAL CONTRACTOR: Julie G. Pederson

By: Julie G. Pederson Date: 10/26/22

ARCHITECT:

By: Vijay Sachdev Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, CONTAINING  
CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED.

APPLICATION NUMBER: 8

APPLICATION DATE: 10/18/2022

PERIOD TO: 10/31/2022

IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

ARCH. PROJ. NUMBER:

USE COLUMN 1 ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%( G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Joint Sealants as per Contract								
	Material								
	Joint Sealant	7,225.00	7,225.00			7,225.00	100%	0.00	\$0.00
	Firestop	3,800.00	3,800.00			3,800.00	100%	0.00	\$0.00
	Firestop Allowance	2,500.00	692.00	1,808.00		2,500.00	100%	0.00	\$0.00
	Change Order #1	-1,808.00		-1,808.00		-1,808.00	100%	0.00	\$0.00
Page 2 Totals		11,717.00	11,717.00	0.00	0.00	11,717.00	100%	0.00	0.00

# APPLICATION AND CERTIFICATE FOR PAYMENT

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/Cma

PAGE ONE OF PAGES

**To Contractor**  
H+U Construction  
5555 W 78th Street Ste A  
Minneapolis, MN 55439

**PROJECT:** Newport City Hall  
Material Only

**APPLICATION NO:** #Retainage  
**PERIOD TO:** 10/31/2022  
**PROJECT NO:**  
**CONTRACT DATE:** 12/14/2020

**Distribution to:**  
\_\_\_ OWNER  
\_\_\_ CONSTRUCTION  
\_\_\_ MANAGER  
\_\_\_ ARCHITECT  
\_\_\_ CONTRACTOR

**FROM CONTRACTOR:**  
Twin City Acoustics  
9449 Science Center Drive - Ste 100  
New Hope, MN 55428

VIA CONSTRUCTION MANAGER:  
VIA ARCHITECT:

H+U Construction

**CONTRACT FOR:**

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	25,700.00
2. Net Change by Change Orders	\$	187.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	25,887.00
4. TOTAL COMPLETED & STORED TO DATE	\$	25,887.00
(Column G on G703)		

5. RETAINAGE:		
a. 0% of Completed Work	\$	0.00
(Column D + E on G703)		
b. of Stored Material	\$	
(Column F on G703)		

Total Retainage (Lines 5a+5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 25,887.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 24,592.65

8. CURRENT PAYMENT DUE \$ 1,294.35

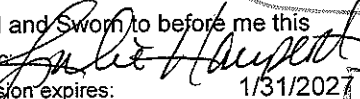
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTALS:	0.00	
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By:  Date: 10/18/22

State of: Minnesota County of: Anoka  
Subscribed and Sworn to before me this 18th Day of October, 2022  
Notary Public   
My Commission expires: 1/31/2027

### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. **AMOUNT CERTIFIED \$1,294.35**  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that changes to conform to the amount certified.)

**CONSTRUCTION MANAGER:**  Date: 10/26/22

**ARCHITECT:**  Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA DOCUMENT G703**

APPLICATION NO: #Retainage  
APPLICATION DATE: 10/18/2022  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

[illegible]



## APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER: PROJECT: APPLICATION #: 6 Distribution to:

City or Newport Newport City Hall PERIOD TO: 10/27/22

FROM CONTRACTOR: VIA ARCHITECT: PROJECT NOS: Invoice Nos. CONTRACT DATE 12/30/20

Dynamic Fire Protection Brunton Architects and Engineers

☐ Owner  
☐ Const. Mgr  
☐ Architect  
☒ Contractor

CONTRACT FOR: Material and subcontractor schedule of values

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----- \$ 46,160.00

2. Net change by Change Orders----- \$ -450.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 45,710.00

4. TOTAL COMPLETED & STORED TO DATE-\$ 45,710.00  
(Column G on Continuation Sheet)

5. RETAINAGE:

a. 5.0% of Completed Work \$ 0.00  
(Columns D+E on Continuation Sheet)

b. 5.0% of Stored Material \$ 0.00  
(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or  
Total in Column I of Continuation Sheet----- \$ 0.00

6. TOTAL EARNED LESS RETAINAGE----- \$ 45,710.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate)----- \$ 43,852.00

8. CURRENT PAYMENT DUE----- \$ 1,858.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$450.00
Total approved this Month		
TOTALS	\$0.00	\$450.00
NET CHANGES by Change Order	\$450.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

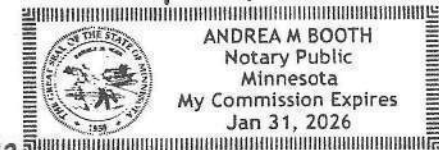
CONTRACTOR:

By: B. H. H. Date: 10/27/2022

State of: Minnesota  
County of: Ramsey

Subscribed and sworn to before  
me this 27th day of October, 2022

Notary Public: A. Booth  
My Commission expires: 1/31/2026



## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,858.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: V. Sachdev Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



# CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION  
PROJECT:

Page 2 of 2 Pages  
APPLICATION NUMBER: 6  
APPLICATION DATE: 10/27/22  
PERIOD TO: 27-Oct-22  
ARCHITECT'S PROJECT NO:

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	G		Balance To Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1						0.00	0%	0.00	
2						0.00	0%	0.00	
3						0.00	0%	0.00	
4	Material	40,713.00	40,713.00			40,713.00	100%	0.00	0.00
5	Submittals, design, bond	2,600.00	2,600.00			2,600.00	100%	0.00	
6	bond	2,500.00	2,500.00			2,500.00	100%	0.00	
7	Manuals as built O&M	347.00	347.00			347.00	100%	0.00	
8	CO Deduct	(450.00)		(450.00)		(450.00)	100%	0.00	
9						0.00	0%	0.00	
10						0.00	0%	0.00	
11						0.00	0%	0.00	
12						0.00	0%	0.00	
13						0.00	0%	0.00	
14						0.00	0%	0.00	
15						0.00	0%	0.00	
16						0.00	0%	0.00	
17						0.00	0%	0.00	
18						0.00	0%	0.00	
19						0.00	0%	0.00	
20						0.00	0%	0.00	
21						0.00	0%	0.00	
22						0.00	0%	0.00	
23						0.00	0%	0.00	
28						0.00	0%	0.00	
	SUBTOTALS PAGE 2	45,710.00	46,160.00	(450.00)	0.00	45,710.00	100%	0.00	0.00





# AIA® Document G732™ – 2019

*Handwritten signature*

## Application and Certificate for Payment, Construction Manager as Adviser Edition

<b>TO OWNER:</b>	City of Newport 596 Seventh Avenue Newport, MN 55055	<b>PROJECT:</b>	Newport City Hall 3210 Matcr 2060 1st Ave Newport, MN 55055	<b>APPLICATION NO:</b> 7 <b>INVOICE #</b> 21632699	<b>DISTRIBUTION TO:</b>
<b>FROM CONTRACTOR:</b>	Ebert Construction 23350 County Road 10 Corcoran, MN 55357	<b>VIA CONSTRUCTION MANAGER:</b>		<b>PERIOD TO:</b> <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> 6453 / /	OWNER <input type="checkbox"/> CONSTRUCTION MANAGER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>CONTRACT FOR:</b>		<b>VIA ARCHITECT:</b>	Brunton Architects & Engineers		

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	136,404.00
2. NET CHANGES IN THE WORK.....	\$	7,097.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	143,501.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) .....	\$	143,501.00
5. RETAINAGE:		
a. <u>5.0%</u> of Completed Work (Column D + E on G703)	\$	7,175.05
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I on G703) .....	\$	7,175.05
6. TOTAL EARNED LESS RETAINAGE.....	\$	136,325.95
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		130,540.45
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE.....	\$	5,785.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 minus Line 6)	\$	7,175.05

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month, including Construction Change Directives	\$	\$
TOTALS	\$	\$
NET CHANGES IN THE WORK	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Ebert Construction

By: *[Signature]*

Date: 10/20/22

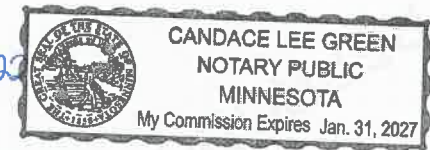
State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 20<sup>th</sup> day of October 2022

Notary Public: *[Signature]*

My Commission expires: 1-31-2027



### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED.....** \$ **5,785.50**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**CONSTRUCTION MANAGER:** *[Signature]*

By: \_\_\_\_\_

Date: 10/26/22

**ARCHITECT:** (NOTE: If multiple Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: *[Signature]*

Date: 11/09/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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# Document G703™ – 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 7  
**APPLICATION DATE:** 10/20/2022  
**PERIOD TO:**  
**ARCHITECT'S PROJECT NO:** 6453

ARCHITECT'S PROJECT NO.:									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Allowance - 100 LF Curb	1,193.00		1,193.00		1,193.00	100.00		59.65
02	Allowance - 1000 SF Asphalt	1,400.00		1,400.00		1,400.00	100.00		70.00
03	Allowance - CM Allowance	2,500.00		2,500.00		2,500.00	100.00		125.00
04	Curb and Gutter	26,362.00	26,362.00			26,362.00	100.00		1,318.10
05	Asphalt Paving	53,808.00	53,808.00			53,808.00	100.00		2,690.40
06	Concrete Walks	51,141.00	51,141.00			51,141.00	100.00		2,557.05
07	Change Order 1	2,005.00	2,005.00			2,005.00	100.00		100.25
08	Change Order 2	2,568.00	2,568.00			2,568.00	100.00		128.40
09	Change Order 3	515.00	515.00			515.00	100.00		25.75
10	Change Order 4	1,012.00	1,012.00			1,012.00	100.00		50.60
11	Change Order 5	997.00		997.00		997.00	100.00		49.85
							</		

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CITY OF NEWPORT  
2060 1<sup>ST</sup> 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: November 9, 2022 – for November 17, 2022, City Council Meeting

SUBJECT: Sewer cleaning truck agreement

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### Background:

The City of Newport has had a sewer jetting truck on the wish list for years and City Council authorized the spending American Rescue Plan Act (ARPA) funding on a jetting trailer. Public Works teamed up with St. Paul Park Public Works and the South Washington Watershed District to obtain a new truck that will be shared equally between the 2 cities if we agree to clean the storm sewer grit chambers for the next 20 years. The jetting truck will be used to clean both sanitary and storm sewer and will dramatically increase our efficiency as compared to our current maintenance methods or a jetting trailer. St Paul Park has been allowing us to use their jetting truck to clean out the grit chamber at 15<sup>th</sup> and Cedar and will continue to do so until the new truck is available.

### Discussion:

The Council should consider the pros and cons of joint ownership of the jetting truck with St. Paul Park. The truck has an expected useful life of 20 years at which time the truck would need to be replaced by working with St Paul Park and paying for half of the truck. An agreement on maintenance, insurance, scheduling, and training will need to be approved by both cities before we take delivery of the truck. The truck delivery is approximately 1 year out after signing purchase paperwork. Newport and St Paul Park would be required to pay for the truck up front to get state bid pricing, but the SWWD would reimburse their portion promptly after paying for the truck.

### Budget:

Total cost of \$565,000 for a Vactor 2100i Tandem axle with a 2024 Freightliner cab and chassis. Newport will be required to contribute \$100,000 from ARPA funds and St Paul Park will be required to contribute \$100,000 of their own funds.

### Recommendation:

Staff recommends that Council makes a motion to approve the joint purchase of the jetting truck with St Paul Park and the South Washington Watershed District.

**BUILDING INSPECTION AND RELATED SERVICES AGREEMENT BETWEEN  
THE CITY OF NEWPORT AND THE CITY OF WEST ST. PAUL**

This Building Inspection Services Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Newport (hereinafter referred to as “Newport”) and the City of West St. Paul (hereinafter referred to as “West St. Paul”) for the utilization of West St. Paul employees to provide services to Newport within the boundaries of Newport; (collectively West St. Paul and Newport are referred to herein as the “parties”).

WHEREAS, Newport is authorized and empowered to provide for various types of building inspections and code enforcement services to ensure the public health, welfare, and safety; and

WHEREAS, West St. Paul maintains qualified full-time staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by this Agreement, Newport can affect cost savings to its citizens while providing support for those services by West St. Paul to its citizens; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, it is the desire of the parties and the purpose of this Agreement that the aforesaid building inspection and code enforcement services required by Newport be performed by qualified personnel of West St. Paul on behalf of Newport within the jurisdictional limits of Newport in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. Term. The term of this Agreement (the “term”) shall commence effective January 1, 2023 and annually renew under the same terms and conditions, unless terminated as provided herein. The term of this Agreement shall automatically renew for subsequent annual terms, unless either party provides written notice of termination to the other party in which case the Agreement shall end at the then current term. Notwithstanding the foregoing, this Agreement may be terminated as provided in paragraphs 8 and 9 below.
2. Scope of Services. For the term of this Agreement, West St. Paul, through use of its personnel and/or agents, shall provide Newport with the following services (the “services”), in and on behalf of Newport and at the direction of St. Paul Park’s City Administrator:
  - a. Building Official Services. Newport has adopted the Minnesota State Building Code, Fire Code and Plumbing Code. It is the intent of the parties that West St. Paul performs all of the duties normally performed by a municipal building official in the state of Minnesota within the corporate limits of Newport and is appointed Newport’s contracted Building Official. As Newport’s contracted Building Official, West St. Paul shall implement and enforce the Building Code, Fire Code, Plumbing Code, and Newport City Code (“City Code”) on behalf of Newport, and shall provide the following services, among others:
    - i. Receive and process requests for building permits and residential plumbing permits in a timely manner. Commercial plumbing permits will be sent to the State for issuance.

- ii. Review all plans and specifications for construction requiring building and/or plumbing permits in order to ensure compliance with the Building Code, Fire Code, Plumbing Code, and City Code.
  - iii. Except as otherwise provided in this Agreement, issue all building permits and plumbing permits and handle correspondence and communications relating to building, fire safety, and /or plumbing inspections.
  - iv. Schedule and perform building inspections, plumbing inspections, fire safety inspections, and rental licensing inspections and services to include plan review, all associated inspections, and approvals.
  - v. Perform specific requests of Newport, including but not limited to matters relating to identification, documentation, reports, and testimony on nuisance conditions and hazardous buildings, conditions, and habitability, as well as violations of City Code.
  - vi. Except as otherwise provided in this Agreement, issue Notices of Violations, Correction Notices and Orders and Certificates of Occupancy, and like correspondence, notices and orders as necessary and appropriate pursuant to City Code and/or applicable law.
  - vii. Maintain a log and comment sheet for all permits issued and inspections. The log will contain, at a minimum, the time, place, and type of inspection service.
- b. Rental Housing Inspector Services. Newport has adopted the Minnesota State Building Code and a Rental Housing Code. It is the intent of the parties that West St. Paul performs all of the duties normally performed by a municipal Rental Housing Inspector in the state of Minnesota and West St. Paul is appointed as Newport's contracted Rental Housing Inspector. As Newport's contracted Rental Housing Inspector, West St. Paul shall implement and enforce the Building Code, Fire Code, Plumbing Code, and City Code, including but not limited to the Newport Rental Housing Ordinance, on behalf of Newport and shall provide the following services, among others:
- i. Schedule and perform inspections of rental properties in Newport in accordance with the inspection schedule established by Newport to ensure compliance with the Building Code, Fire Code, Plumbing Code, and City Code, including but not limited to the Newport Rental Housing Ordinance.
  - ii. Upon receipt of a notice of a reinspection request, Newport shall collect reinspection fees and West St. Paul shall receive \$37.00 per reinspection of each property.
  - iii. Provide inspection reports to Newport upon request.
  - iv. Except as otherwise provided in this Agreement, issue all correspondence and communications relating to rental licensing and inspections performed in Newport.

- v. Perform specific requests of Newport, including but not limited to matters relating to identification, documentation, reports and testimony on nuisance conditions and hazardous buildings, conditions and habitability, as well as violations of City Code.
  - vi. Except as otherwise provided in this Agreement, issue Notices of Violations, Correction Notices and Orders and Certificates of Occupancy, and like correspondence, notices and orders as necessary and appropriate pursuant to City Code and/or applicable law.
  - vii. Maintain a log and comment sheet for all permits issued and inspections. The log will contain at a minimum the time, place, and type of inspection service.
- c. Other Services. West St. Paul shall additionally provide the following other services:
- i. Fire Safety Services.
  - ii. Code Enforcement will be addressed at the direction of the Newport City Administrator.
  - iii. Property inspections for structural integrity for purposes of exercising eminent domain powers or protection of life.
  - iv. Preparation of an annual written report of services completed for the City Council of Newport.
  - v. Provide copies of all permits issued and inspections made on a monthly basis.
  - vi. The services West St. Paul will provide under this Agreement do not include property maintenance inspections or planning or zoning review unless such review is specifically requested by the Newport City Administrator and related to a building permit request for a structure permitted under the Newport City Code.
  - vii. West St. Paul and Newport will establish a regular communication process between the primary service provider(s) and the City Administrator and/or City Planner in order to communicate on issues and discuss timing for West St. Paul to provide and complete services.

3. Newport Responsibilities in Providing Services. Newport shall be responsible for the following:

- a. Newport shall provide West St. Paul with a current list of all licensed rental properties.
- b. Newport shall forward all completed rental license applications to West St. Paul following collection of all associated rental fees. Fees must be paid in full prior to forwarding the application to West St. Paul.
- c. Newport shall notify rental property owners of upcoming rental inspections.

- d. West St. Paul shall issue Occupancy permits upon Newport's approval.
  - e. Newport shall implement the community development software currently used by West St. Paul (CommDev) at its own cost and expense as soon as practical, but no later than June 30, 2023, unless an extension is granted in writing by the West St. Paul Community Development Director. If West St. Paul chooses to change community development software in the future, West St. Paul will provide Newport with at least 180 days written notice.
- 4. Standard of Care. Services provided by West St. Paul or its subcontractors and/or sub-consultants under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of such profession. West St. Paul shall put forth reasonable efforts to complete its duties in a timely manner. West St. Paul 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 Agreement. West St. Paul shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
  - 5. Newport City Code Compliance. West St. Paul shall consult with Newport staff regarding the manner in which the inspections, plan review, and activities are conducted and for the determination of what enforcement action is appropriate and consistent with Newport City Code, Chapter 18, Article II (Building Code) and Article III (Housing Code) and Article IV (Swimming Pools) and other policies and ordinances as established by Newport. West St. Paul shall confer with Newport staff regarding interpretation of the City Code. Newport shall have a duty to inform West St. Paul of any and all updates or changes to the Newport City Code.
  - 6. Office Hours. West St. Paul personnel are not required to maintain office hours at Newport's City Hall. However, if West St. Paul providing the services finds it necessary to meet with citizens at Newport's City Hall, Newport will arrange for a work area for such meetings. West St. Paul's main contact at Newport shall be Newport's City Administrator and West St. Paul shall take direction from Newport's City Administrator for all services performed under this Agreement.
  - 7. Compensation for Services. Subject to the limitations set forth in this Agreement, Newport will compensate West St. Paul in accordance with the schedule of fees below for the time spent in the performance of services under this Agreement. West St. Paul shall assume the expense of performing the services specified in this Agreement and shall be compensated for the same by Newport as provided herein. There shall be no compensation for the services other than as specified in this Agreement.
    - a. Newport will pay West St. Paul 82% of the permit fee and 82% of the plan review fees collected. Such permit and plan review fees shall be separate from, and in addition to, any other payment provided below. All other provisions of this Agreement shall remain applicable with respect to the plan review and inspection services being provided.
    - b. Newport shall pay West St. Paul \$37.00/Rental Inspection and \$100/Code Enforcement case. West St. Paul may consider an annual cost of living increase not to exceed 3% of the prior year's total payments, except that such increase shall not be effective unless West St. Paul has given Newport 90 days' written notice of its intent to increase the costs hereunder.

- c. In addition to the above-noted fees Newport will pay West St. Paul for services performed by West St. Paul personnel outside those contemplated by this Agreement but only as specifically requested by Newport. These additional fees will be billed to Newport on a time and material basis. Services performed by the West St. Paul Building Official will be at the rate of \$65 per hour plus expenses. Services performed by West St. Paul Building Inspector(s), Fire Safety, and Code Enforcement Officer will be at the rate of \$50 per hour plus expenses.
  - d. If rental license and/or rental inspection fees are modified by Newport, the amount paid to West St. Paul for services shall be renegotiated.
  - e. Newport will make periodic payments to West St. Paul at intervals not more often than monthly at the rates specified above for services rendered in the prior month by West St. Paul, provided that services have been performed to the satisfaction of the Newport City Administrator. Such payments will be made only after West St. Paul provides Newport with a monthly summary of all services performed under this Agreement. Payment by Newport may be withheld for services found by the Newport City Administrator to be unsatisfactory or in violation of federal, state, and local laws, ordinances, rules or regulations. If Newport fails to make any payment due West St. Paul for services performed to the satisfaction of the Newport City Administrator and expenses within thirty (30) days after the date of West St. Paul's invoice, West St. Paul may, after giving thirty (30) days written notice to Newport, and without waiving any claim or right against Newport and without incurring liability whatsoever to Newport, suspend services under this Agreement until West St. Paul has been paid in full all amounts due for services, expenses and charges.
  - f. All West St. Paul's expenses incurred in providing the services are included in the above fees. Newport shall not be liable to West St. Paul for any expenses paid or incurred by West St. Paul, unless otherwise agreed to in writing by Newport.
8. Termination. Notwithstanding any of the foregoing, this Agreement may be terminated by either party, without or without cause, as follows:
- a. If by one party, upon the expiration of the 90 days after service of written notice of termination upon the other party; or
  - b. At any time, upon mutual agreement of the parties.
9. Default. Notwithstanding any provision hereof, if West St. Paul fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed herein in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. Unless West St. Paul's default is excused in writing by Newport or otherwise cured by West St. Paul within 10 days of such written notice of default from Newport, Newport may, upon subsequent written notice, immediately cancel/terminate this Agreement or exercise any other rights or remedies available to Newport under this Agreement or law. In the event of West St. Paul's default, West St. Paul shall be liable to Newport for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by Newport in enforcing this Agreement.



10. Indemnification.

- a. West St. Paul agrees to defend, indemnify, and hold harmless Newport, and its officials, agents, and employees, from and against all claims, actions, damages, losses, and expenses arising out of or resulting from West St. Paul's performance of the services required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of West St. Paul. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limits on liability with respect to claims made by third parties.
- b. Newport agrees to defend, indemnify, and hold harmless West St. Paul, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Newport's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Newport. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limits on liability with respect to claims made by third parties.
- c. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
- d. The parties shall be considered a single governmental unit for purposes of calculating any liability hereunder and the total maximum liability shall not exceed the limits on governmental liability for a single governmental unit pursuant to Minnesota Statutes, section 471.59, subd. 1a(b) and Minnesota Statutes, section 466.04.

11. Insurance. West St. Paul shall procure and carry, at its expense, liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both bodily injury or death, and property damage, including loss of use, which may arise out of operations by West St. Paul or by any subcontractors or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). 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. Newport shall be named as an additional insured, and a certificate of said insurance shall be provided to Newport. West St. Paul shall procure and carry, at its expense, Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Newport. All this insurance coverage shall be maintained throughout the life of this Agreement. West St. Paul's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to Newport with respect to any claim arising out of West St. Paul's performance under this Agreement.

West St. Paul is responsible for payment of Agreement related insurance premiums and deductibles. Notwithstanding any provision of this Agreement, Newport reserves the right to

immediately terminate this Agreement if West St. Paul is not in compliance with the insurance requirements contained herein.

12. West St. Paul Personnel. Any employee assigned by West St. Paul to perform its obligations hereunder shall remain the exclusive employee of West St. Paul for all purposes including, but not limited to, wages, salary, and employee benefits. For purposes of this Agreement, West St. Paul shall remain responsible for all employer-provided benefit costs, including all payroll taxes.

13. General Terms.

- a. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint parties to any joint powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by West St. Paul as the agent, representative, or employee of Newport for any purpose or in any manner whatsoever except as expressly otherwise provided herein. West St. Paul is to be and shall remain an independent contractor with respect to all services performed under this Agreement. West St. Paul represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this Agreement. Any and all personnel of West St. Paul or other persons, while engaged in the performance of any work or services required by Newport under this Agreement shall not be considered employees of Newport and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against West St. Paul, its officers, agents, contracts, or employees shall in no way be the responsibility of Newport; and West St. Paul shall defend, indemnify, and hold Newport, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such West St. Paul personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Newport, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.
- b. Records: Availability and Retention. The books, records, documents, and accounting procedures of West St. Paul relevant to this Agreement, are subject to examination by Newport and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5. West St. Paul agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- c. Modifications/Amendment. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- d. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. West St. Paul and Newport agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request,

accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. West St. Paul has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the City Manager, City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118; telephone 651-552-4100; TDD: 651-322-2323.

- e. Compliance with Laws. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which a party is responsible.
- f. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; 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 hereby.
- g. Authorized Signatories. The parties each represent and warrant to the other that: (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. Notices. All notices and other communications required or permitted under this Agreement 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:

West St. Paul: City of West St. Paul  
1616 Humboldt Avenue  
West St. Paul, MN 55118  
Attention: Nate Burkett

Or emailed: [nburkett@wspmn.gov](mailto:nburkett@wspmn.gov)

Newport City of Newport  
2060 1st Avenue  
Newport, MN 55055  
Attention: Joe Hatch

Or emailed: [jhatch@newportmn.com](mailto:jhatch@newportmn.com)

- i. Dispute Resolution. The parties 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.

- j. Subcontracting. West St. Paul shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of Newport.
- k. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- l. Force Majeure. The parties shall each be excused from performance under this Agreement 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, pandemic, 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 Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- m. Governing Law. This Agreement 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 Agreement without regard to its choice of law or conflict of laws principles.
- n. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* West St. Paul will continue to maintain the current level of data security for all data created under this Agreement and will follow all statutory guidelines regarding notifications in the case of a data breach.
- o. 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 Agreement 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 Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- p. Patented Devices, Materials and Processes. If this Agreement requires, or West St. Paul desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, West St. Paul shall provide for such use by a suitable legal agreement with the patentee or owner. If no such agreement is made, West St. Paul shall indemnify and hold harmless Newport from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under this Agreement and shall indemnify and defend Newport for any costs, liability, expenses and attorney's fees that result from any such infringement.
- q. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its

invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- r. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- s. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of Newport and West St. Paul arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- t. Execution. This Agreement 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 Agreement, 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 BLANK]

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

**CITY OF WEST ST. PAUL**

By: \_\_\_\_\_  
David J. Napier, Mayor

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

By: \_\_\_\_\_  
Nathan Burkett, City Manager

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

**CITY OF NEWPORT**

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

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

By: \_\_\_\_\_  
Joe Hatch, City Administrator

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

**Quote #:** Q-115461**Primary Quoted Solution:** Community Dev**Quote expires on:** January 18, 2023**Quote prepared for:**

Ben Boike

City of West St. Paul

1616 Humboldt Avenue

SAINT PAUL, MN 55118

(651) 552-4111

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	GIS Advanced Engine Subscription Premise Annual Subscription Fee Premise	1	5,000.00	5,000.00
			<b>Software Total</b>	5,000.00 USD

## WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - Fixed Fee	7,800.00
2.	Public Administration Data Conversion Services - Fixed Fee	5,850.00
3.	Public Administration Development Services - Fixed Fee	585.00
4.	Public Administration GIS Services - Fixed Fee	16,575.00
5.	Public Administration Project Management Services - Fixed Fee	6,435.00
6.	Public Administration Technical Services - Fixed Fee	195.00
7.	Public Administration Training Services - Fixed Fee	1,560.00
<b>Services Total</b>		39,000.00 USD



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## QUOTE SUMMARY

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**Software Subtotal**

5,000.00 USD

**Services Subtotal**

39,000.00 USD

**Quote Subtotal**

44,000.00 USD

**Quote Total****44,000.00 USD**

## WHAT ARE THE RECURRING FEES?

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TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	5,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a

definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## **BILLING INFORMATION**

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PURCHASE ORDER INFORMATION**

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ☐ ] No [ ☐ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

## EXHIBIT A

### Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Abstract of Votes Cast  
In the Precincts of the City of Newport  
State of Minnesota  
at the State General Election  
Held Tuesday, November 8, 2022

as compiled from the official returns.

Summary of Totals  
City of Newport  
Tuesday, November 8, 2022 State General Election

Number of persons registered as of 7 a.m.	2513
Number of persons registered on Election Day	70
Number of accepted regular, military, and overseas absentee ballots and mail ballots	336
Number of federal office only absentee ballots	1
Number of presidential absentee ballots	0
Total number of persons voting	1629

Summary of Totals  
City of Newport  
Tuesday, November 8, 2022 State General Election

**KEY TO PARTY ABBREVIATIONS**

NP - Nonpartisan

Council Member at Large (Newport) (Elect 2)

NP  
Tom Ingemann  
695

NP  
Zachary Murphy  
447

NP  
Tony Mahmood  
501

NP  
Bill Sumner  
637

WI  
WRITE-IN  
26

Detail of Election Results  
City of Newport  
Tuesday, November 8, 2022 State General Election

<b>Precinct</b>	<b>Persons Registered as of 7 A.M.</b>	<b>Persons Registered on Election Day</b>	<b>Total Number of Persons Voting</b>
82 0220 : NEWPORT	2513	70	1629
City of Newport Total:	2513	70	1629

Detail of Election Results  
City of Newport  
Tuesday, November 8, 2022 State General Election

Office Title: Council Member at Large (Newport) (Elect 2)

Precinct	NP Tom Ingemann	NP Zachary Murphy	NP Tony Mahmood	NP Bill Sumner	WI WRITE-IN
82 0220 : NEWPORT	695	447	501	637	26
Total:	<b>695</b>	<b>447</b>	<b>501</b>	<b>637</b>	<b>26</b>

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 8, 2022

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Newport Clerk. Witness our official signature at \_\_\_\_\_ in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board



State of Minnesota  
City of Newport

I, \_\_\_\_\_, Clerk of the City of Newport do hereby certify the within and foregoing \_\_\_\_\_ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Newport State General Election held on Tuesday, November 8, 2022.

Witness my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

City of Newport, MN  
Resolution No. 2022-43  
A Resolution Adopting Results of the City of Newport Canvassing of the  
Municipal Election of November 8, 2022

The number of individuals voting in the entire City: 2,513

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Total number of individuals registered on November 8, 2022,  
eligible to vote in entire City: 2,583

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FOR OFFICE OF COUNCILPERSON: ENTIRE CITY OF NEWPORT

NAME:	TOM INGEMANN	<u>695</u>	<u>29.68%</u>
	BILL SUMNER	<u>673</u>	<u>28.74%</u>
	TONY MAHMOOD	<u>501</u>	<u>21.39%</u>
	ZACHARY MURPHY	<u>447</u>	<u>19.09%</u>
	WRITE-INS	<u>26</u>	<u>1.11%</u>

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**NOW, THEREFORE BE IT RESOLVED** that the Newport City Canvassing Board hereby declares the preceding results for the Office Council Member (Four Year Terms) to be certified, and

**BE IF FURTHER RESOVLED**, that duly elected persons for the Office of Council Member shall take office on the first Monday of January as required by Minnesota Statute 412.02 subd 2.

Adopted this 17<sup>th</sup> day of November 2022 by the Newport City Council.

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

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

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

Attest: \_\_\_\_\_  
Joe Hatch, City Administrator