



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

MAYOR: Laurie Elliott
COUNCIL: Kevin Chapdelaine
Tom Ingemann
Marvin Taylor
Bill Sumner

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

CITY COUNCIL AGENDA
March 16, 2023- 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- February 16, 2023 Council Workshop
 - B. Lawful Gambling Application- Pheasants Forever
 - C. List of Bills- \$422,268.08
 - D. **Memorandum of Understanding and Resolution No 2023-18- MnWARN**
 - E. Financial Statement- February 2022
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT
 - A. Airboat Cooperative Agreement
9. ENGINEER'S REPORT
10. SUPERINTENDENT OF PUBLIC WORKS REPORT
 - A. H&U Pay Request- \$33,539.40

11. ADMINISTRATION REPORT

A. Moratorium

1. Interim Ordinance

2. **Resolution No 2023-20-** Targeted Development Study Group

B. City Website- E-Notify

C. **Resolution No 2023-19-** Claiming Tax Forfeited Land (Mill Pond)

12. MAYOR AND COUNCIL REPORTS

13. ADJOURNMENT



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COUNCIL WORKSHOP MINUTES February 16, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 6:02 p.m. on February 16, 2023.

2. ROLL CALL

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

Not Present (0): None.

3. DEVELOPMENT PLANNING DISCUSSION

City Administrator Joe Hatch stated staff would like to discuss details for the longer-term moratorium. City Planner Nathan Fuerst put together a presentation for this discussion. The three zoning districts identified in this study include MX-3 (General Mixed Use), MX-1 (Downtown Mixed Use, and B-2 (General Business). The land use requests that Council may want to have as part of the moratorium include rezoning, comprehensive plan amendments, planned unit developments, and major residential subdivisions.

Council discussed hiring a consultant to study the two corridors. Administrator Hatch stated we would want the consultant to facilitate a study group committee, review the current land use application process, review the current zoning codes, review the comprehensive plan, engage the community, and complete a market study for the potential redevelopment zones. Administrator Hatch explained that staff will be bringing a resolution rescinding the short-term moratorium, a resolution to approve a longer-term moratorium, and a potential consultant to a future Council meeting. Assistant to the City Administrator Travis Brierley discussed the communication plan and how we will get information to our businesses and residents. Council discussed who should be part of the study group committee.

4. CITIZEN AND COUNCIL APPOINTMENTS

Mayor Elliott inquired how Council would like to handle appointments to various committees. One option is to develop a structured process and the other option would be to handle appointments on a case-by-case basis. Council agreed that if the applicant is unknown, then one or two Council Members should meet with the interested applicant and bring a recommendation back to Council.

5. PAID FAMILY LEAVE LEGISLATION DISCUSSION

Mayor Elliott stated there is a fast-moving bill at the legislature for paid family and medical benefits. The concern is how this bill could affect Newport since we are such a small city. The cost and logistics would be hard to manage. Mayor Elliott inquired if Council is comfortable with her sending a letter opposing this bill to Representative Hansen and Senator Klein.

6. FUTURE MEETING AGENDA ITEMS

Administrator Hatch stated future agenda items include MNWarn, hockey boards, security cameras, infrastructure projects for grants, League of MN Cities – City Day on the Hill, etc.

7. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 7:54 p.m. on February 16, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor

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: Pheasants Forever Washington County Chapter #671 Previous Gambling Permit Number: X- 03701-23-026

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1429149

Mailing Address: 8929 Hunters Trl

City: Woodbury State: MN Zip: 55125 County: Washington

Name of Chief Executive Officer (CEO): Eric Schneeberger

CEO Daytime Phone: 651-503-8051 CEO Email: eschneebe@gmail.com

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 396 21st Street Newport, MN 55055

Check one:

☒ City: Newport Zip: 55055 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 20th, 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 and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

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

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

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 03/09/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Eric Schneeberger

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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


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

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

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

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

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Organization Name: Pheasants Forever Washington County		Previous Gambling Permit #: X- 03701-23-026	Date of Raffle Drawing: April 20th, 2023																																																						
INSTRUCTIONS: <ul style="list-style-type: none"> The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, "<i>Conduct of Raffles</i>"; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist. After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle. 																																																									
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.																																																									
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<h2>How You May Spend Gambling Funds</h2>	<h2>How You May Not Spend Gambling Funds</h2>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

Recurring

2122e	COMCAST	02-Mar-23	\$176.29	Library Internet and cable
2123e	COMCAST	02-Mar-23	\$307.84	City hall internet and cable
2125e	COMCAST	09-Mar-23	\$273.66	PW building Internet and cable
2126e	UNITED STATES TREASURY	09-Mar-23	\$10,896.06	
2127e	MN REVENUE	09-Mar-23	\$1,717.14	State taxes
2128e	MSRS	09-Mar-23	\$3,884.77	HCSP & voluntary retirement
2129e	PSN	09-Mar-23	\$104.25	monthly fee for bank account utility payments
2130e	WEX BANK	09-Mar-23	\$3,255.15	Petrol
2131e	WEX HEALTH	09-Mar-23	\$745.73	HSPA
25419	H & U CONSTRUCTION	01-Mar-23	\$69,955.00	Pay application #25
25420	TRAVIS BRIERLEY	02-Mar-23	\$126.23	Mileage reimbursement
25421	MARCO TECHNOLOGY LLC	02-Mar-23	\$268.70	Copier contract
25422	Metropolitan Council	02-Mar-23	\$28,864.99	Sewer water cleaning
25423	TENNIS SANITATION LLC	02-Mar-23	\$59.67	Garbage city hall and pw building
25424	TOU VANG	02-Mar-23	\$235.57	Overpayment of final water utility bill
25425	XCEL ENERGY	02-Mar-23	\$15,072.09	Natural gas and electricity
25426	LEAGUE OF MN CITIES INS TRUST	09-Mar-23	\$334.00	Insurance endorsement
25427	PERA	09-Mar-23	\$5,257.82	Retirement
	Staff		\$31,587.74	

Non-recurring

25428	ALL SEASONS GARAGE DOOR COM	16-Mar-23	\$3,327.54	2 garage door panels
25429	ATOMIC DATA, LLC	16-Mar-23	\$1,138.34	Addt. IT Support
25430	BECKER FIRE AND SAFETY SERVIC	16-Mar-23	\$415.00	Extinguishers
25431	BURGGRAS ACE	16-Mar-23	\$132.24	Shop supplies
25432	Cardmember Services	16-Mar-23	\$5,581.61	Credit card purchases
25433	CINTAS	16-Mar-23	\$588.92	Uniform cleaning
25434	COMPANION ANIMAL CONTROL	16-Mar-23	\$691.88	Dog catching
25435	COMPASS MINERALS AMERICA	16-Mar-23	\$7,926.50	Road salt
25436	CHESS, INC.	16-Mar-23	\$3,975.00	Safety training
25437	ECKBERG LAMMERS, P.C.	16-Mar-23	\$2,214.58	Legal fees
25438	FAIR OFFICE WORLD	16-Mar-23	\$110.95	Office supplies
25439	FIRST IMPRESSION GROUP	16-Mar-23	\$685.00	Resident guide
25440	GOPHER STATE ONE-CALL	16-Mar-23	\$25.65	Dig markings
25441	H & U CONSTRUCTION	16-Mar-23	\$33,539.40	City Hall Pay application #26
25442	H&L MESABI	16-Mar-23	\$5,598.00	Cutting edges & blade savers
25443	INSTRUMENTAL RESEARCH, INC.	16-Mar-23	\$51.10	Water testing
25444	JAN PRO CLEANING SYSTEMS	16-Mar-23	\$1,275.00	Cleaning services
25445	KREMER SERVICES, LLC	16-Mar-23	\$18.20	Straighten fork lift
25446	LEAGUE OF MN CITIES INS TRUST	16-Mar-23	\$74,591.00	Liability insurance
25447	MACQUEEN EMERGENCY	16-Mar-23	\$86,987.00	Sewer camera ARP funds
25448	MCMULLEN INSPECTIONS, INC.	16-Mar-23	\$533.54	Electrical inspections
25449	MENARDS - COTTAGE GROVE	16-Mar-23	\$214.45	Operating supplies
25450	MERIT CHEVROLET	16-Mar-23	\$480.51	Belts and mirror
25451	MSA PROFESSIONAL SERVICES, IN	16-Mar-23	\$8,120.00	City engineering
25452	NAPA AUTO PARTS	16-Mar-23	\$181.51	1212 brakes
25453	OXYGEN SERVICE CO.	16-Mar-23	\$14.56	Oxygen supplies
25454	PATHFINDER CRM, LLC	16-Mar-23	\$1,500.00	HPC consultant 2 months
25455	QUALITY FLOW SYSTEMS, INC.	16-Mar-23	\$1,313.75	Scada programming ARP funds
25456	RIVER COUNTRY COOPERATIVE	16-Mar-23	\$395.01	Propane for Loveland warming house
25457	CITY OF SAINT PAUL	16-Mar-23	\$2,738.36	Main break repair
25458	SWEEPER SERVICES, LLC	16-Mar-23	\$2,774.54	Street Sweeper hydraulic tank and parts
25459	WHEELCO	16-Mar-23	\$317.91	Plow truck hyd line fire batteries
25460	ZIEGLER	16-Mar-23	\$1,688.33	Meter reader repair
			\$422,268.08	

Feb-23

Wiley	Amazon Marketplace	Mask	\$ 34.34	yes
Schulz	HyVee	Supplies for meeting	\$ 78.73	yes
	Amazon Marketplace	Monitor stand and card holder	\$ 56.45	yes
	Burggraf's Ace	Tools for city hall	\$ 30.03	yes
	Target	Wipes and soap	\$ 9.11	yes
Brierley	Best Buy	Wires and adapters	\$ 255.50	yes
	Parking Meter	Parking	\$ 3.00	yes
	Amazon Marketplace	6 foot cable for Fire	\$ 10.29	yes
	Adobe Acropro	Monthly software fee	\$ 16.10	yes
	Amazon Marketplace	Book tape for library	\$ 44.96	yes
	Best Buy	I-pad pro and galaxy tablet	\$ 2,198.99	yes
	Best Buy	Hard cases for I-pad and tablet	\$ 198.98	yes
	Best Buy	I-pad pen	\$ 129.00	yes
	Adobe Acropro	Monthly software fee	\$ 21.46	yes
	Adobe Acropro	Monthly software fee	\$ 21.56	yes
Yokiel	FMCSA Clearinghouse	Membership fee	\$ 25.00	yes
Marson	Northern Tool	Return	\$ (119.96)	yes
	Dept. of Natural Resources	Water permits	\$ 723.06	yes
	South St. Paul Steel	Tubing	\$ 1,096.40	yes
	KX Real Decals	Shopvac filters	\$ 38.74	yes
	Adobe Acropro	Monthly software fee	\$ 21.46	yes
	Northern Tool	Antistatic fuel	\$ 99.02	yes
	Northern Tool	Rags, hoses, grinder	\$ 435.95	yes
	Adobe Acropro	Monthly software fee	\$ 16.10	yes
	Amazon Marketplace	Engine Heater/Coolant Preheat	\$ 136.36	yes

ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

ARTICLE III ADMINISTRATION

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

ARTICLE XII WITHDRAWAL

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

ARTICLE XIII INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

ARTICLE XIV NEW MEMBERS

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

ARTICLE XV GENERAL PROVISIONS MODIFICATION

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of Newport, Minnesota

The City Council of Newport, Minnesota duly approved this Agreement on the 16th day of March, 2023.

By: _____
Its Mayor

And: _____
Its City Administrator

Exhibit 1

City of Newport, MN

Resolution No. 2023-18

A Resolution Authorizing Governmental Unit to be Party to Minnesota Water Agency Response Network (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power committed to them; and

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency; and

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of the City of Newport considers it to be in the best interest of the City to be a party to the Agreement.

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

1. Authorizes the Mayor and The City Administrator to sign this resolution evidencing the intent of the City of Newport to be a party to MnWARN
2. The City Administrator is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN
3. The City of Newport agrees to comply with all terms of the Agreement

Adopted this 16th day of March 2023 by the Newport City Council.

Motion by: _____ Seconded by: _____

VOTE: Elliott _____
Chapdelaine _____
Ingemann _____
Taylor _____
Sumner _____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator



City of Newport, MN

Financial Status Report

Period ended February 28, 2023

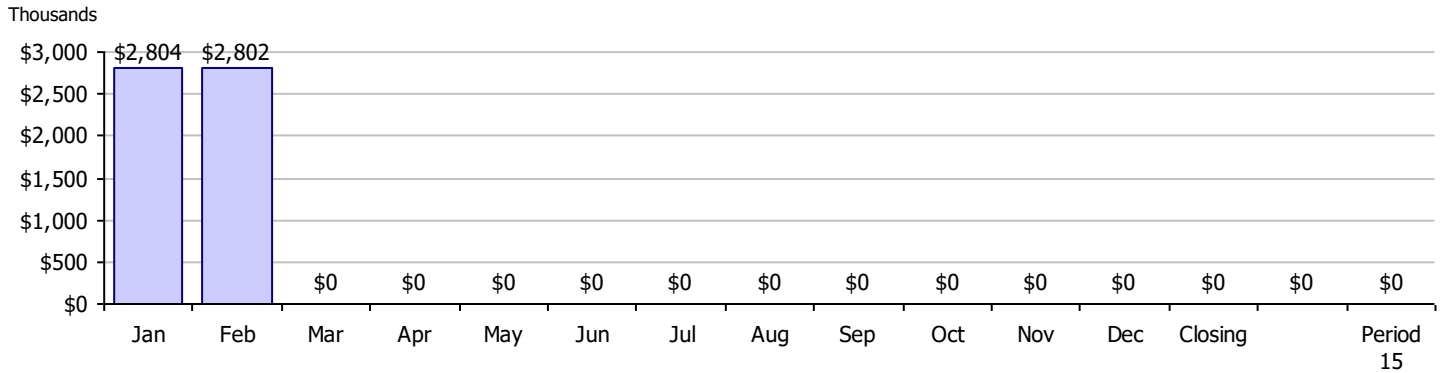
(Un-Audited)

Prepared by:
Administration Department

CITY OF NEWPORT
***Check Reconciliation©**
MidWest One
10100 CASH
February 2023

03/08/23 9:30 AM

Page 1



Account Summary

Beginning Balance o	2/1/2023	\$2,777,063.23
+	Receipts/Deposits	\$294,142.50
-	Payments (Checks and Withdrawals)	\$265,214.10
Ending Balance as of	2/28/2023	\$2,805,991.63

Cleared	\$2,805,991.63
Statement	\$2,805,991.63
Difference	\$0.00

Cash Balance

Active	101-10100 GENERAL FUND	\$509,043.58
Active	201-10100 PARKS SPECIAL FUND	\$187,832.58
Active	204-10100 HERITAGE PRESERVATION COMM	\$5,540.12
Active	205-10100 RECYCLING	\$20,479.77
Active	206-10100 FIRE ENGINE	\$0.00
Active	208-10100 BUY FORFEITURE	\$1,319.35
Active	210-10100 CARES: CORONAVIRUS RELIEF FUND	-\$0.18
Active	211-10100 AMERICRESCPLAN	\$357,720.67
Active	225-10100 PIONEER DAY	\$28,460.42
Active	270-10100 EDA	\$282,043.61
Active	301-10100 2010A G.O. CAPITAL IMP. PLAN	\$3.27
Active	302-10100 2018 BAILEY MEADOWS DEVELOP.	\$9,740.54
Active	303-10100 2012 STREET NORTH RAVINE	\$19,817.59
Active	304-10100 2016B GO BOND WATER RESEVOIR	-\$5,950.25
Active	305-10100 2013 STREET ASSESSMENT	-\$139,722.97
Active	306-10100 2014 STREET ASSESSMENT	-\$26,804.19
Active	307-10100 2016A GO BOND STREET ASSESS.	\$31,152.07
Active	308-10100 CERIFICATES OF INDEBTEDNESS	\$0.00
Active	312-10100 2020 12TH ST & 12TH AVE PROJ	\$68,025.83
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	\$73,888.58
Active	321-10100 2006A EQUIP CERTIFICATE	\$0.00

Beginng Balance	\$2,777,063.23
+ Total Deposits	\$294,316.63
- Checks Written	\$269,645.16
Check Book Balance	\$2,801,734.70
Difference	\$0.00

Active	322-10100 2011A GO BONDS	\$116,007.52
Active	401-10100 EQUIPMENT REVOLVING	\$403,739.94
Active	402-10100 2018 BAILEY MEADOWS DEVEL	\$3,975.35
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.	\$73,588.96
Active	409-10100 2013 STREET RECON.	\$0.00
Active	410-10100 2014 STREET RECON.	\$3,587.49
Active	411-10100 BUILDING FUND	\$222,350.43
Active	412-10100 2020 12TH ST & 12TH AVE PROJ	\$36,680.30
Active	416-10100 4TH AVENUE RAVINE	\$12,863.56
Active	417-10100 NORTH RAVINE	\$12,623.71
Active	418-10100 CITY/FIRE HALL	-\$22,474.57
Active	422-10100 FEMA-17TH STREET & CEDAR LANE	\$0.00
Active	423-10100 2011A EQUIPMENT CAPITAL	\$0.00
Active	601-10100 WATER FUND	\$42,532.03
Active	602-10100 SEWER FUND	\$260,621.93
Active	603-10100 STREET LIGHT FUND	\$115,965.50
Active	604-10100 STORM WATER FUND	\$97,078.23
	Cash Balance	\$2,801,734.70

INVESTMENTS

Feb-23

<u>TYPE</u>	<u>BOUGHT</u> <u>DATE</u>	<u>MATURITY</u> <u>DATE</u>	<u># OF</u> <u>DAYS</u>	<u>COST</u>	<u>RATE</u>	<u>GASB #40 Val.</u>	
RBC-Weath Management							
AMERICAN EXP.	3/31/2020	3/31/2023	1,092	94,000	1.48%	93,552.56	101
ENERBank USA	7/22/2019	7/21/2023	1,456	125,000	2.30%	123,640.00	101
Texas Ex. Bank	6/19/2020	6/19/2025	1,820	120,000	1.00%	110,074.80	101
Accrued Interest	all CDs in Investment					531.68	
Sub-total Investments GASB 40						327,799.04	
RBC-Wealth Management							
Bell St Bank	3/24/2020	3/24/2023	1,274	245,000	0.85%	243,735.80	601&2
Forbright Bank	11/2/2022	11/2/2026	1,460	150,000	4.60%	149,937.00	401
Accrued Interest	all CDs in Reserve Investment					823.54	
Sub-total Reserve Investments GASB 40						394,496.34	
Ehlers Inv-TDAmeritrade							
Money Market	2/15/2019	N/A		8,350,000	Var.	8,228,555.20	
CENTRAL BANK							
Checking						2,805,991.63	
Total Cash, Investments and CD's						11,756,842.21	
Ehlers Inv by Acct.	101-\$2,250,000 201-\$420,000 225-\$20,000 270-\$2,050,000 306-\$500,000 410-\$170,000 411-\$425,000 601-\$890,000 602-\$1,365,000 603-\$160,000 604-\$100,000						

CITY OF NEWPORT
***Cash Balance Investments**
Cash Account: 10100
February 2023

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Fund	Begin 2023	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance NO Investments	Investments	Balance	
				Rec/Disb	Journal Entries					
10100 - MidWest One										
101 - GENERAL FUND	\$1,032,401.04	\$293,113.51	(\$760,633.92)	0	\$0.00	(\$55,837.05)	\$509,043.58	\$2,587,595.03	\$3,096,638.61	In Balance
201 - PARKS SPECIAL FU	\$190,844.39	\$19.19	(\$3,031.00)	0	\$0.00		\$187,832.58	\$430,881.00	\$618,713.58	In Balance
204 - HERITAGE PRESER	\$7,039.56	\$0.56	(\$1,500.00)	0	\$0.00		\$5,540.12		\$5,540.12	In Balance
205 - RECYCLING	\$22,324.39	\$2.18	(\$1,500.00)	0	\$0.00	(\$346.80)	\$20,479.77		\$20,479.77	In Balance
208 - BUY FORFEITURE	\$1,319.30	\$0.05		0	\$0.00		\$1,319.35		\$1,319.35	In Balance
210 - CARES: CORONAVIR	(\$0.18)			0	\$0.00		(\$0.18)		(\$0.18)	In Balance
211 - AMERICRESCPLAN	\$357,720.67			0	\$0.00		\$357,720.67	\$0.00	\$357,720.67	In Balance
225 - PIONEER DAY	\$28,657.53	\$2.89	(\$200.00)	0	\$0.00		\$28,460.42	\$20,676.00	\$49,136.42	In Balance
270 - EDA	\$280,469.51	\$1,574.10		0	\$0.00		\$282,043.61	\$2,059,817.89	\$2,341,861.50	In Balance
301 - 2010A G.O. CAPITAL	\$3.27			0	\$0.00		\$3.27		\$3.27	In Balance
302 - 2018 BAILEY MEADO	\$234,717.69	\$0.98	(\$224,978.13)	0	\$0.00		\$9,740.54	\$459.00	\$10,199.54	In Balance
303 - 2012 STREET NORT	\$19,815.58	\$2.01		0	\$0.00		\$19,817.59	\$0.00	\$19,817.59	In Balance
304 - 2016B GO BOND WA	(\$5,850.25)		(\$100.00)	0	\$0.00		(\$5,950.25)		(\$5,950.25)	In Balance
305 - 2013 STREET ASSES	(\$41,853.27)		(\$97,869.70)	0	\$0.00		(\$139,722.97)	\$0.00	(\$139,722.97)	In Balance
306 - 2014 STREET ASSES	\$167,875.85	\$172.47	(\$194,852.51)	0	\$0.00		(\$26,804.19)	\$513,536.00	\$486,731.81	In Balance
307 - 2016A GO BOND ST	\$74,963.91	\$3.16	(\$43,815.00)	0	\$0.00		\$31,152.07		\$31,152.07	In Balance
312 - 2020 12TH ST & 12T	\$150,339.31	\$1,211.52	(\$83,525.00)	0	\$0.00		\$68,025.83	\$0.00	\$68,025.83	In Balance
313 - 2000B GO IMP BOND	\$0.22			0	\$0.00		\$0.22		\$0.22	In Balance
315 - 2002A \$690,000 BON	(\$0.12)			0	\$0.00		(\$0.12)		(\$0.12)	In Balance
316 - PFA/TRLF REVENUE	\$1.29			0	\$0.00		\$1.29		\$1.29	In Balance
318 - CITY/FIRE HALL	\$431,101.10	\$7.48	(\$357,220.00)	0	\$0.00		\$73,888.58	\$0.00	\$73,888.58	In Balance
322 - 2011A GO BONDS	\$115,995.79	\$11.73		0	\$0.00		\$116,007.52		\$116,007.52	In Balance
401 - EQUIPMENT REVOL	\$402,055.13	\$1,684.81		0	\$0.00		\$403,739.94	\$161,490.00	\$565,229.94	In Balance
402 - 2018 BAILEY MEADO	\$3,974.94	\$0.41		0	\$0.00		\$3,975.35	\$80,237.77	\$84,213.12	In Balance
405 - T.H. HWY 61	\$2.54			0	\$0.00		\$2.54	\$0.00	\$2.54	In Balance
408 - 2016A GO BOND ST	\$73,581.51	\$7.45		0	\$0.00		\$73,588.96		\$73,588.96	In Balance
410 - 2014 STREET RECO	\$3,587.13	\$0.36		0	\$0.00		\$3,587.49	\$175,753.00	\$179,340.49	In Balance
411 - BUILDING FUND	\$240,610.37	\$22.50	(\$18,282.44)	0	\$0.00		\$222,350.43	\$426,325.00	\$648,675.43	In Balance
412 - 2020 12TH ST & 12T	\$36,916.59	\$3.71	(\$240.00)	0	\$0.00		\$36,680.30	\$0.00	\$36,680.30	In Balance
416 - 4TH AVENUE RAVIN	\$12,862.25	\$1.31		0	\$0.00		\$12,863.56		\$12,863.56	In Balance
417 - NORTH RAVINE	\$12,622.43	\$1.28		0	\$0.00		\$12,623.71	\$447.00	\$13,070.71	In Balance
418 - CITY/FIRE HALL	\$86,628.84		(\$109,103.41)	0	\$0.00		(\$22,474.57)	\$0.00	(\$22,474.57)	In Balance
601 - WATER FUND	\$122,058.60	\$101,381.39	(\$159,571.94)	0	\$0.00	(\$21,336.02)	\$42,532.03	\$1,040,370.00	\$1,082,902.03	In Balance
602 - SEWER FUND	\$296,991.75	\$170,500.03	(\$184,829.33)	0	\$0.00	(\$22,040.52)	\$260,621.93	\$1,463,717.12	\$1,724,339.05	In Balance
603 - STREET LIGHT FUN	\$111,534.55	\$16,825.80	(\$10,077.95)	0	\$0.00	(\$2,316.90)	\$115,965.50	\$162,984.00	\$278,949.50	In Balance

CITY OF NEWPORT
***Cash Balance Investments**
Cash Account: 10100
February 2023

03/08/23 9:39 AM
Page 2

Fund	Begin 2023	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance NO Investments	Investments	Balance	
				Rec/Disb	Journal Entries					
604 - STORM WATER FUN	\$146,259.19	\$32,746.86	(\$78,555.43)	0	\$0.00	(\$3,372.39)	\$97,078.23	\$100,000.00	\$197,078.23	In Balance
	\$4,617,572.40	\$619,297.74	(\$2,329,885.76)	\$0.00	\$0.00	(\$105,249.68)	\$2,801,734.70	\$9,224,288.81	\$12,026,023.51	

Cooperative Agreement

This Agreement, entered into by and between Washington County, Minnesota, hereinafter referred to as County, and the City of Newport, hereinafter referred to as City, both parties being governmental and political subdivisions of the State of Minnesota.

WHEREAS, the County owns and operates airboats; and

WHEREAS, the City through its Fire Department agrees to provide an indoor facility for storage of the airboat and trailer; and

WHEREAS, the City would like to utilize the airboat to respond to emergency situations; and

WHEREAS, the airboat provides for the public safety through its ability to respond to waterborne and remote emergencies; and

WHEREAS, the ability of the County and City to have access to the use of the airboat provides enhanced protection to the general public.

NOW, THEREFORE, the County and City pursuant to the authority contained in the Joint Powers Act, Minnesota Statutes Section 471.59 agree as follows:

I. PURPOSE.

The purpose of this agreement is to define the rights and obligations of the parties with respect to the use, storage and maintenance of an airboat owned by the County.

II. CITY'S OBLIGATIONS.

- A. The City shall through its Fire Department provide to the County the use of an indoor storage facility adequate for the storage of an airboat and trailer owned by the County. The County's Sheriff's Office shall be the sole determiner of whether the facility offered by the City is adequate for the storage of the airboat and trailer.
- B. The City shall be allowed to use the airboat, but its use of the airboat shall be limited to members of its Fire Department. The City Fire Department shall identify those employees that are fully trained to use the airboat and will only allow those individuals to operate the airboat.

The City shall be responsible for developing a training protocol and ensuring their employees are properly trained prior to using the airboat. The City shall keep written record of trained individuals.

- C. The City Fire Department shall operate the airboat only in the following instances:
 - 1. To assist the Washington County Sheriff's Office by responding to marine incidents.
 - 2. To assist the Washington County Sheriff's Office in the performance of the Sheriff's duties pursuant to Minnesota Statute Section 86B.105.
 - 3. To respond to emergency situations where the utilization of the airboat would be warranted.
 - 4. To conduct planned training exercises with the objective of improving firefighter skills in piloting the airboat or of enhancing crew members proficiency in response and rescue techniques that are unique to an airboat.
 - 5. The airboat shall be used only in response to Washington County events. Any use of the airboat for situations outside the county shall require prior approval by the County Sheriff's Office.
- D. The City shall provide the County with full and unconditional access to the airboat twenty-four (24) hours a day and seven (7) days a week.

III. COUNTY'S OBLIGATIONS.

- A. The County shall be responsible for routine maintenance and upkeep of the airboat and trailer.
- B. The County will provide operational information on the airboat to the appropriate City personnel.
- C. The County shall provide the property coverage for the airboat and trailer.

IV. LABILITY.

A. The liabilities of the parties under this agreement shall be governed by Minnesota Statute Section 471.59, subd. 1a. To the full extent permitted by law, actions by the City and County pursuant to this agreement are intended to be and shall be construed as a cooperative activity and the City and County each expressly decline responsibility for the acts or omissions of the other. It is further stated that each party will be responsible for its own acts or omissions and agrees to indemnify and hold harmless the other party against all claims, losses, damage, suits, judgments, costs and expenses including all attorney's fees by reason of the use and operation of the airboat by its officers and employees.

V. DURATION.

- A. The Agreement shall remain in effect until terminated by either party giving the other party 10 days notice of termination.
- B. Upon termination of this Agreement, the airboat and trailer shall remain property of the County.

WASHINGTON COUNTY, MINNESOTA

CITY OF NEWPORT, MINNESOTA

County Board Chair Date

Mayor Date

County Administrator Date

Fire Chief Date

Sheriff Date

Approved as to form:

Approved as to form:

County Attorney's Office Date

City Attorney Date



February 28, 2023

RE: City of Newport – Pay Application #26 – Newport City Hall, Fire Hall, and Law Enforcement Center

Dear Mr. Matthew Yokiell,

Labor	\$12,073.75
Materials	\$21,465.65
Total	\$33,539.40

The labor and material amounts listed above represent the total billings for the Pay Application #26.

Please let me know if you have any questions.

Respectfully,

Joseph A. Uhlhorn

CFO + Partner

651-335-4634

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: 26**PERIOD TO:** 2/28/2023

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			
Number	Date Approved		
		\$0.00	\$0.00
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: 3/2/2023

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)	\$7,417,671.93
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$53,495.52
b. <u> </u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$53,495.52
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$7,364,176.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$7,330,637.01
8. CURRENT PAYMENT DUE	\$33,539.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$258,155.53

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

3/2/2023

Notary Public: 

My Commission expires:

31-Jan-28

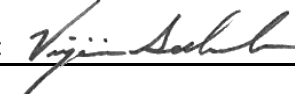
AMOUNT CERTIFIED

\$

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

ARCHITECT: Brunton Architects & Engineers

By:



Date: 03/02/2023



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 0	Preconstruction Fees	35,000.00	0.00	35,000.00	35,000.00
1	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
Reimburse Fee	General Conditions	195,000.00	0.00	195,000.00	146,980.31	0.00	146,980.31	75%	48,019.69	7,349.02
	Construction Management Reimburs	243,180.00	121,582.50	364,762.50	364,762.50	0.00	364,762.50	100%	0.00	18,238.13
Allowance	Construction Management Fee	176,210.00	3,855.15	180,065.15	180,065.15	0.00	180,065.15	100%	(0.00)	9,003.26
	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	(274,533.01)	47,858.99	0.00	0.00	0.00	0%	47,858.99	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	20,303.00	1,314,967.00	1,314,967.00	0.00	1,314,967.00	100%	0.00	0.00
#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	4,115.00	129,115.00	129,115.00	0.00	129,115.00	100%	0.00	0.00
#0610	Carpentry & GC	408,500.00	43,763.17	452,263.17	452,263.17	0.00	452,263.17	100%	0.00	0.00
#0750	Roofing & Metal Panels	375,960.00	12,926.00	388,886.00	388,886.00	0.00	388,886.00	100%	0.00	0.00
#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	(829.78)	94,660.22	94,660.22	0.00	94,660.22	100%	0.00	0.00
#0833	Coiling & Sectional Doors	107,820.00	450.00	108,270.00	108,270.00	0.00	108,270.00	100%	0.00	0.00
#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	4,830.00	55,830.00	55,830.00	0.00	55,830.00	100%	0.00	0.00
#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	(881.00)	93,418.00	93,418.00	0.00	93,418.00	100%	0.00	0.00
#0990	Painting and Wallcovering	79,400.00	3,268.17	82,668.17	82,668.17	0.00	82,668.17	100%	0.00	0.00
#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	75,050.00	0.00	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	0.00
#2300	HVAC & Controls	374,000.00	19,395.00	393,395.00	393,395.00	0.00	393,395.00	100%	0.00	0.00
#2600	Electrical	554,600.00	116,188.00	670,788.00	670,788.00	0.00	670,788.00	100%	0.00	0.00
#3100	Earthwork & Site Utilities	659,900.00	28,500.00	688,400.00	688,400.00	0.00	688,400.00	100%	0.00	0.00
#3210	Asphalt Paving	263,200.00	38,830.00	302,030.00	302,030.00	0.00	302,030.00	100%	0.00	0.00
#3290	Landscaping & Fencing	37,859.00	2,895.00	40,754.00	40,754.00	0.00	40,754.00	100%	0.00	0.00
	TOTAL CONTRACT AMOUNTS	7,224,613.00	397,718.94	7,622,331.94	7,417,671.93	0.00	7,417,671.93	97%	204,660.01	53,495.52

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: 26**PERIOD TO:** 2/28/2023

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		
Number	Date Approved	
		\$0.00
		\$0.00
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: *Lucas D. Nelson*

Date: 3/2/2023

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)	\$3,824,172.01
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$48,535.47
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)	\$48,535.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$3,775,636.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,763,562.79
8. CURRENT PAYMENT DUE	\$12,073.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$278,160.40

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

3/2/2023

Notary Public: *grouck*

My Commission expires:

31-Jan-28

AMOUNT CERTIFIED

\$

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

ARCHITECT: Brunton Architects & EngineersBy: *Virgin Schuch*

Date: 03/02/2023



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

APPLIC. FOR PAYMENT NO.#26
PERIOD ENDING 2/28/2023

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	146,980.31	0.00	146,980.31	75%	48,019.69	7,349.02
Reimburse	Construction Management Reimbursable	243,180.00	121,582.50	364,762.50	364,762.50	0.00	364,762.50	100%	0.00	18,238.13
Fee	Construction Management Fee	176,210.00	3,855.15	180,065.15	180,065.15	0.00	180,065.15	100%	(0.00)	9,003.26
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	(274,533.01)	47,858.99	0.00	0.00	0.00	0%	47,858.99	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	7,874.00	269,205.00	269,205.00	0.00	269,205.00	100%	0.00	0.00
#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	2,779.47	227,579.47	227,579.47	0.00	227,579.47	100%	0.00	0.00
#0750	Roofing & Metal Panels	168,600.00	9,635.00	178,235.00	178,235.00	0.00	178,235.00	100%	0.00	0.00
#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	0.00
#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	1,400.00	21,400.00	21,400.00	0.00	21,400.00	100%	0.00	0.00
#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	0.00
#0990	Painting and Wallcovering	67,500.00	872.17	68,372.17	68,372.17	0.00	68,372.17	100%	0.00	0.00
#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	0.00
#2300	HVAC & Controls	161,000.00	12,636.00	173,636.00	173,636.00	0.00	173,636.00	100%	0.00	0.00
#2600	Electrical	178,500.00	62,975.00	241,475.00	241,475.00	0.00	241,475.00	100%	0.00	0.00
#3100	Earthwork & Site Utilities	558,400.00	26,582.00	584,982.00	584,982.00	0.00	584,982.00	100%	0.00	0.00
#3210	Asphalt Paving	126,796.00	31,733.00	158,529.00	158,529.00	0.00	158,529.00	100%	0.00	0.00
#3290	Landscaping & Fencing	22,715.00	1,472.00	24,187.00	24,187.00	0.00	24,187.00	100%	0.00	0.00
	TOTAL CONTRACT AMOUNTS	3,899,879.00	153,917.94	4,005,822.02	3,824,172.01	0.00	3,824,172.01	95%	181,650.01	48,535.47

PAYMENT APPLICATION NO. #26
PERIOD ENDING 2/28/2023

ITEM NO#	DESCRIPTION	VENDOR	DATE	NUMBER	AMOUNT	RETAINAGE	DUE
RETAINAGE RELEASES							
#2600	Electrical	B&B Electric, Inc.	2/28/23	Retainage			12,073.75
TOTAL AMOUNT DUE							\$12,073.75



INVOICE : 230043
PROJECT: J20002
FEBRUARY 28, 2023
PAGE 1 OF 1

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 February, 2023

Retainage

Current Retainage	-
Prior Retainage	87,034.92
Retainage-To-Date	87,034.92

Release Retainage

#2600-Labor B&B Electric, Inc.	12,073.75
#2600-Material B&B Electric, Inc.	21,465.65

Total Retainage Released	33,539.40
Updated Retainage-To-Date	53,495.52

Total Amount Due	\$33,539.40
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APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 29274

To Owner: CITY OF NEWPORT
596 7TH AVENUEProject: 21070.00 NEWPORT CITY HALL -
LABOR AND EQUIPMENT

Application No.: 14

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

NEWPORT, MN 55055

Period To:

From Contractor: B & B ELECTRIC INC.
1303 WESTERN AVENUE
EAU CLAIRE, WI 54703Via Architect: BRUNTON ARCHITECTS LTD
225 BELGRADE AVE
NORTH MANKATO MN 56003

Project Nos:

Contract For:

Contract Date:

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	\$178,500.00
2. Net Change By Change Order	\$62,975.00
3. Contract Sum To Date	\$241,475.00
4. Total Completed and Stored To Date	\$241,475.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$241,475.00
7. Less Previous Certificates For Payments	\$229,401.25
8. Current Payment Due	\$12,073.75
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$62,975.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$62,975.00	\$0.00
Net Changes By Change Order	\$62,975.00	

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: B & B ELECTRIC INC.

By:  Date: 2/14/23

State of: WI

Subscribed and sworn to before me this 14th

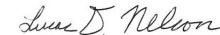
Notary Public: Brittany Johnson

My Commission expires: 3/17/24

County of: E. C.
day of February 2023

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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 12,073.75 

(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.)

ARCHITECT:

By:  Date: 03/02/2023

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

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 14

Application Date : 02/14/23

To:

Architect's Project No.:

Invoice # : 29274

Contract : 21070.00 NEWPORT CITY HALL - LABOR AND EQUIPMENT

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
			From Previous Application (D+E)	This Period In Place					
1	PIPE & WIRE	61,000.00	61,000.00	0.00	0.00	61,000.00	100.00%	0.00	
2	TEMPORARY	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00%	0.00	
3	FIXTURES	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
4	SWITCHGEAR	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	
5	GENERATOR	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
6	FIRE ALARM	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
7	DATA	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
8	HOUSEKEEPING	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00%	0.00	
9	O&M CLOSE-OUTS	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00%	0.00	
CO #01	CHANGE ORDER #01	13,024.00	13,024.00	0.00	0.00	13,024.00	100.00%	0.00	
CO #02	CHANGE ORDER #02	2,772.00	2,772.00	0.00	0.00	2,772.00	100.00%	0.00	
CO #03	CHANGE ORDER #03	20,443.00	20,443.00	0.00	0.00	20,443.00	100.00%	0.00	
CO #04	CHANGE ORDER #04	7,098.00	7,098.00	0.00	0.00	7,098.00	100.00%	0.00	
CO #05	CHANGE ORDER #05	19,638.00	19,638.00	0.00	0.00	19,638.00	100.00%	0.00	
Grand Totals		241,475.00	241,475.00	0.00	0.00	241,475.00	100.00%	0.00	0.00

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: 26**PERIOD TO:** 2/28/2023

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: *Lucas D. Nelson*

Date: 3/2/2023

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)	\$3,593,499.92
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$4,960.05
b. <u> </u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$4,960.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$3,588,539.87
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,567,074.22
8. CURRENT PAYMENT DUE	\$21,465.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	(\$20,004.87)

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

3/2/2023

Notary Public: *groux*

My Commission expires:

31-Jan-28

AMOUNT CERTIFIED

\$

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

ARCHITECT: **Brunton Architects & Engineers**

By: *Vijin Sachdev*

Date: 03/02/2023



CITY OF NEWPORT - MATERIAL

H+U CONSTRUCTION EDITION OF AIA DOCUMENT G703

APPLIC. FOR PAYMENT NO.#26

PERIOD ENDING 2/28/2023

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	12,429.00	1,045,762.00	1,045,762.00	0.00	1,045,762.00	100%	0.00	0.00
#0512	Steel Supply	125,000.00	4,115.00	129,115.00	129,115.00	0.00	129,115.00	100%	0.00	0.00
#0610	Carpentry & GC	183,700.00	40,983.70	224,683.70	224,683.70	0.00	224,683.70	100%	0.00	0.00
#0750	Roofing & Metal Panels	207,360.00	3,291.00	210,651.00	210,651.00	0.00	210,651.00	100%	0.00	0.00
#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	(829.78)	94,660.22	94,660.22	0.00	94,660.22	100%	0.00	0.00
#0833	Coiling & Sectional Doors	86,400.00	450.00	86,850.00	86,850.00	0.00	86,850.00	100%	0.00	0.00
#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	3,430.00	34,430.00	34,430.00	0.00	34,430.00	100%	0.00	0.00
#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	(720.00)	52,100.00	52,100.00	0.00	52,100.00	100%	0.00	0.00
#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	45,710.00	0.00	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	0.00
#2300	HVAC & Controls	213,000.00	6,759.00	219,759.00	219,759.00	0.00	219,759.00	100%	0.00	0.00
#2600	Electrical	376,100.00	53,213.00	429,313.00	429,313.00	0.00	429,313.00	100%	0.00	0.00
#3100	Earthwork & Site Utilities	101,500.00	1,918.00	103,418.00	103,418.00	0.00	103,418.00	100%	(0.00)	0.00
#3210	Asphalt Paving	136,404.00	7,097.00	143,501.00	143,501.00	0.00	143,501.00	100%	0.00	0.00
#3290	Landscaping & Fencing	15,144.00	1,423.00	16,567.00	16,567.00	0.00	16,567.00	100%	0.00	0.00
	TOTAL CONTRACT AMOUNTS	3,324,734.00	243,801.00	3,616,509.92	3,593,499.92	0.00	3,593,499.92	99%	23,010.00	4,960.05

**INVOICE SUMMARY-
CITY OF NEWPORT - MATERIAL**

PAYMENT APPLICATION NO. #26
PERIOD ENDING 2/28/2023

ITEM NO#	DESCRIPTION	VENDOR	DATE	NUMBER	AMOUNT	RETAINAGE	DUE
RETAINAGE RELEASES							
#2600	Electrical	B&B Electric, Inc.	2/28/23	Retainage			21,465.65
TOTAL AMOUNT DUE							\$21,465.65

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 29273

To Owner: CITY OF NEWPORT
596 7TH AVENUE

Project: 21070.01 NEWPORT CITY HALL -
MATERIALS

Application No.: 16

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

NEWPORT, MN 55055

Period To:

From Contractor: B & B ELECTRIC INC.
1303 WESTERN AVENUE
EAU CLAIRE, WI 54703

Via Architect: BRUNTON ARCHITECTS LTD
225 BELGRADE AVE
NORTH MANKATO MN 56003

Project Nos:

Contract For:

Contract Date:

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	\$376,100.00
2. Net Change By Change Order	\$53,213.00
3. Contract Sum To Date	\$429,313.00
4. Total Completed and Stored To Date	\$429,313.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$429,313.00
7. Less Previous Certificates For Payments	\$407,847.35
8. Current Payment Due	\$21,465.65
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$53,213.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$53,213.00	\$0.00
Net Changes By Change Order	\$53,213.00	

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: B & B ELECTRIC INC.

By: [Signature] Date: 2/14/23

State of: WI
Subscribed and sworn to before me this
Notary Public: Brittany Johnson
My Commission expires: 3/17/24

14th

County of: E.C.
day of February

[Signature]



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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 21,465.65 [Signature]

(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.)

ARCHITECT:

By: [Signature] Date: 03/02/2023

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

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 16

Application Date : 02/14/23

To:

Architect's Project No.:

Invoice # : 29273

Contract : 21070.01 NEWPORT CITY HALL - MATERIALS

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
					(Not in D or E)	(D+E+F)			
1	GENERAL MATERIAL	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	
2	BOND	4,700.00	4,700.00	0.00	0.00	4,700.00	100.00%	0.00	
3	FIXTURES	115,000.00	115,000.00	0.00	0.00	115,000.00	100.00%	0.00	
4	SWITCHGEAR	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	
5	GENERATOR	117,000.00	117,000.00	0.00	0.00	117,000.00	100.00%	0.00	
6	EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	
7	FIRE ALARM	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00%	0.00	
8	DATA	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00%	0.00	
9	PERMIT/INSPECTIONS	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00%	0.00	
CO#01	CHANGE ORDER #01	11,227.00	11,227.00	0.00	0.00	11,227.00	100.00%	0.00	
CO#02	CHANGE ORDER #02	1,844.00	1,844.00	0.00	0.00	1,844.00	100.00%	0.00	
CO#03	CHANGE ORDER #03	30,789.00	30,789.00	0.00	0.00	30,789.00	100.00%	0.00	
CO#04	CHANGE ORDER #04	2,610.00	2,610.00	0.00	0.00	2,610.00	100.00%	0.00	
CO #05	CHANGE ORDER #05	6,743.00	6,743.00	0.00	0.00	6,743.00	100.00%	0.00	
Grand Totals		429,313.00	429,313.00	0.00	0.00	429,313.00	100.00%	0.00	0.00

INTERIM ORDINANCE NO 2023-01
PURSUANT TO MINNESOTA STATUTES
SECTION 462.355, SUBDIVISION 4, ESTABLISHING A TWELVE MONTH
STUDY PERIOD AND MORATORIUM ON CERTAIN NEW NON-RESIDENTIAL
USES IN B-2, MX-1, and MX-3 DISTRICTS

THE CITY COUNCIL OF THE CITY OF NEWPORT DOES ORDAIN THAT:

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to prohibit new construction or development of certain non-residential uses in the B-2, MX-1, and MX-3 Districts (the “Study Area”), as defined by the City of Newport City Code, Sec. 36-241. The City last reviewed the comprehensive plan in 2019. Since this review, the patterns of work and home have changed due to access to Highway 61, the COVID-19 pandemic, and technological advances. In addition, several outdated or ambiguous terms have been identified within the Newport Zoning Code (the “Studied Uses”)(*supra* Section 2), leading to the possibility of non-uniform application of said regulations. For these reasons, the City Council intends to study the Studied Uses and their associated conditions within the Study Area to align the Newport Zoning Code with the vision of the residents of Newport.

Section 2. Studied Uses. The following uses shall be known as the Studied Uses:

<u>MX-1 and MX-3 Districts</u>	<u>B-2 District</u>
<i>Principal Uses</i>	<i>Civic and Public Uses</i>
<ul style="list-style-type: none"> • Funeral Home • Parking garage • Parking lot, surface • Social and fraternal clubs and lodges, union halls • Transit stations and related parking facilities • Animal boarding, grooming, veterinary clinics, retail sales; • Auto body repair and major auto repair, towing services • Automotive services and car specialty services (not including body repair or major repair) • Bakeries, wholesale • Building materials and services • Catalog and mail order • Conference center, 50,000 square feet or less; • Contracting offices • Entertainment/amusement halls, bowling alley, indoor skating rink • Financial services, including banks with drive-through facilities • Gas, diesel or other motor fuel retail sales • Veterinary clinics; • Motion picture and sound recording industries • Motor Vehicle Sales—Single Licensed Dealer • Motor Vehicle Sales—Multiple Licensed Dealers • Printing, publishing, bookbinding, blueprinting • Processing and packaging of drugs, pharmaceuticals, 	<ul style="list-style-type: none"> • Airports • Cemetery or crematorium • Day care centers • Day care centers in a mixed-use building • Essential services/public utilities • Funeral home • Hospitals • Medical clinics • Military reserve, national guard centers • Park and public recreation facilities • Parking garage (as a principal use) • Parking lot, surface (as a principal use) • Penal/correctional facilities • Place of worship and associated facilities, except schools • Post office • Public facilities including government offices, emergency services facilities, public works facilities, schools, libraries, museums, and other municipally owned or operated facilities • Sanitary landfill • Schools-K-12, college, vocational, and associated facilities • Schools for business, trade, dancing, music • Social, fraternal clubs and lodges, union halls • Transit stations and related parking facilities
	<i>Commercial Uses</i>

<p>perfumes and cosmetics</p> <ul style="list-style-type: none"> • Research, development and testing laboratory • Restaurants with drive-through service • Theaters (with structured parking) • Theaters • Towing services (no outside storage of vehicles) • Vehicle services (does not include body work or painting) <p>Accessory Uses</p> <ul style="list-style-type: none"> • Drive up facilities • Parking lot • Rental of vehicles (with limited outside storage) 	<ul style="list-style-type: none"> • Adult uses (bookstore, theater, nightclub, nude or partially nude dancing) • Animal boarding, grooming, retail sales • Auto painting and body work • Auto storage • Bakery, wholesale • Biotechnology businesses • Building materials and services • Commercial greenhouse operations • Fabrication of apparel, leather products and products from prepared products • Fabrication of office and computer equipment • Gas, diesel or other motor fuel retail sales • Industrial buffer • Medical, dental or veterinary clinics and laboratories • Motor vehicle sales—Single licensed dealer • Motor vehicle sales—Multiple licensed dealers • Printing, publishing, bookbinding, blueprinting • Processing and packaging of drugs, pharmaceuticals, perfumes and cosmetics • Salvage yards (auto or scrap iron) • Storage, mini-storage, cold-storage • Vehicle service (does not include painting or body work) • Vehicle storage lot • Veterinary clinic, animal hospital • Wholesale sales <p>Warehouse and Industrial Uses</p> <ul style="list-style-type: none"> • Manufacturing • Micro- and regional brewery • Retail sale, installation and remanufacturing of vehicle parts and accessories • Storage and distribution of bulk petroleum products, oil and gasoline • Storage, mini-storage, cold storage • Warehousing <p>Accessory Uses</p> <ul style="list-style-type: none"> • Outdoor sales, in conjunction with a permitted use • Parking lot, as an accessory use • Renewable energy system
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Section 2. Preliminary Findings. The City Council hereby makes the following preliminary findings to serve as the basis for the necessary study to be made during the moratorium. These preliminary findings serve as the reasons why it is in the public interest for the City to declare a moratorium by virtue of this Ordinance:

1. The current regulations and controls applicable to the Studied Uses within the Study Area may not adequately address the impacts of such uses on neighboring properties, may limit the opportunities for true comprehensive plan review, and

may not provide sufficient guidance to newer types of businesses, unfairly stopping their development in the City.

2. To serve the public interest, the City needs to determine how the resource-intensive Studied Uses and associated conditions can be located in the Study Area while ensuring the utmost protection of the public health, safety, and welfare of the community.
3. A moratorium is necessary to allow the City to establish a baseline of current Studied Uses and preserve the largest flexibility in future comprehensive planning efforts.
4. The public interest and public health, safety, and welfare require that the City study, analyze, and evaluate the impacts and effectiveness of the Studied Uses within the Study Area for the purpose of determining the adequacy and effectiveness of existing ordinances and regulations, or if additional or changed City ordinances or regulations, or amendments to the City's comprehensive plan, are necessary or appropriate.
5. This moratorium will ensure ordinance changes will be carefully considered and evaluated; all the issues, including, but not limited to, density, parking, traffic, pedestrian safety measures, and land use, among other issues, can be fully examined; and the protection of the City's planning process and public health, safety, and welfare during the moratorium period.

Section 3. Moratorium Declaration. Until the City has completed a study related to the aforementioned findings, the City shall not accept or process applications, issue permits for, or allow new construction or development of any new Studied Uses within the Study Area.

Section 4. Study. During the period of this moratorium, the Study Group, as defined by Resolution No 2023-20 or subsequent resolutions, will conduct a study to determine the appropriate regulatory controls that may need to be adopted or revised to protect the public's health, safety, and welfare related to the aforementioned purpose, intent, and findings. In addition, the Study Group shall review the comprehensive plan to determine whether an amendment to the comprehensive plan is necessary or appropriate.

Section 5. Duration. Unless otherwise provided in this section, this Ordinance shall expire, without further City Council action, twelve months from the effective date of this Ordinance following its passage by the City Council pursuant to Minn. Stat. § 462.355, subd. 4; or it may be repealed earlier if the Council determines that no further study is necessary, that no further action is necessary, and/or any revisions of the City Code or Comprehensive Plan have been adopted by the City Council and are effective. The duration of this Ordinance may be extended by the adoption of a subsequent Ordinance for a total time not to exceed the statutory limits in Minn. Stat. § 462.355, subdivision 4.

Section 6. Separability. Every section, provision, or part of this Ordinance is declared separable from every other section, provision, or part; and if any section, provision, part thereof, or action taken under this ordinance is held to be invalid, it shall not affect any other section, provision, part, or action taken hereunder.

Section 7. Repealer. The interim ordinance establishing a short-term moratorium on new non-residential development in the B, I, and MX districts is hereby repealed in its entirety.

Section 7. Effective Date. That this ordinance shall take effect upon its publication.

Passed by the City Council of the City of Newport, Minnesota, this 16th day of March 2023.

Mayor

Attested By:

City Administrator

City of Newport, MN
Resolution No. 2023-20_
A Resolution Establishing a Targeted Development Study Group and
Authorizing City Staff to Negotiate with Consultant

WHEREAS, the City of Newport City Council (the “City Council”) authorized an interim ordinance, pursuant to Minn. Stat. § 462.355, subd. 4, to temporarily suspend the new construction or development of certain resource-intensive and ambiguously defined non-residential uses in the B-2, MX-1, and MX-3 Districts to study the alignment of such uses within the City;

WHEREAS, targeted review of development in these areas is necessary to ensure that there is an alignment between the land control laws and the shared vision of Newport;

WHEREAS, defining the shared vision of Newport is a cooperative effort requiring input from residents, staff, elected officials, and outside experts;

WHEREAS, City staff sought proposals from a number of qualified firms to staff, and after review, determined HKGi to provide the best proposal to fit the needs of the City; and

WHEREAS, the City wishes to establish a Targeted Development Study Group, appoint members to the Study Group, and authorize City staff to negotiate a contract with HKGi to staff said group.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NEWPORT THAT:

1. The Targeted Development Study Group is hereby established and tasked with steering the study of the non-residential uses defined in the interim ordinance in the B-1, MX-1, and MX-3 Districts.
2. The Council may appoint members to the Targeted Development Study Group at the Council’s discretion, as necessary.
3. The City Administrator is authorized to enter negotiations with HKGi to provide the necessary staff services to the Targeted Study Group.

Adopted this 16th day of March 2023 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Sumner	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator



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

MEMO

TO: Mayor and Council
FROM: Travis Brierley, Assistant to the City Administrator
DATE: March 16, 2023
SUBJECT: E-Notify and Communications

Background

In 2021 the City Council approved a full redesign of the City's website. When considering the responses to the request for proposals, staff considered various factors to include increased transparency and communication tools with residents prior to providing a recommendation to Council. The new website has been up and running since July 2022 and has had several updates, continuing to improve the effectiveness of the website.

The parks survey done in the fall of 2021 and spring of 2022 put the website as the highest principal source of information about Newport city government and its services at 25%, the newsletter and mailings at 22%, and social media at 9%.

A primary factor for staff was a quick, consistent, and accurate way to notify residents of meetings, public notices, and events when considering a website design. A part of a developing strategy to improve communications with our residents, staff is considering a proper strategy to utilize the city's newsletter, direct mailings (ex: public hearings), and Facebook to promote the website. The goal is for the website, the most utilized communication platform by our residents, to be a source of truth for government operations and services.

One of various methods for consistent messaging is promoting E-Notify on the website. E-Notify allows interested people to sign up to receive email and/or text messages informing them a change was made to specific pages on the website. Residents can choose from many webpages to include:

- City Council and committee agenda/packets
- Finance
- Library
- Public Notices
- Newport EDA

E-Notify has a feature that when an existing page is updated, a custom message can be attached with an explanation of what the change was. This feature can be best utilized when an addition/removal is made to council and committee packets.

Recently a webpage was added to the website where development concept plans can be viewed by residents. The webpage includes a short narrative of when staff, Planning Commission, and Council consider the concept plan for review. A Facebook post was created notifying residents of the concept plan and how to obtain more information with a link to the city website. People can sign up for E-Notify to receive any new updates on any other future concept plan the city council will review. This page is the most recent effort to improve communications with our residents and improve transparency of governmental operations.

City of Newport, MN
Resolution No. 2023-19
A Resolution Requesting Conveyance Of Tax Forfeited Parcels For Flood
Control And Storm Water Management

WHEREAS, Periodically, Washington County issues a listing of tax forfeited properties that will be sold at public auction and invites respective municipalities to acquire said parcel(s); and

WHEREAS, Tax forfeited parcel(s) in question are:

1. 35.028.22.44.0003 – Estimated Market Value (EMV) \$13,300

WHEREAS, The City of Newport finds it in the best interests of the public to assume the tax forfeit parcel for flood control and storm water management in the area; and

WHEREAS, the total cost of acquiring said parcel, including state deed tax and recording costs \$94.89; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Newport hereby requests conveyance of parcel number: 35.028.22.44.0003 – EMV \$13,300, to be used for flood control and storm water management purposes; and

BE IT FURTHER RESOLVED, that the City Administrator is hereby authorized to file a certified copy of this resolution authorizing conveyance of said tax forfeited land in the office of Washington County Property Records; and

BE IT FURHTER RESOLVED, that the City Council authorizes payment to Washington County Property Records in the amount of \$13,394.89 for the acquisition, deed and recording costs of said parcel.

Adopted this 16th day of March, 2023 by the Newport City Council.

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Sumner	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator