



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
April 6, 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- March 2, 2023 Regular City Council
 - B. Minutes- March 2, 2023 Council Workshop
 - C. Minutes- March 16, 2023 Regular City Council
 - D. Minutes- March 16, 2023 Council Workshop
 - E. Minutes- March 21, 2023 Special Council Meeting
 - F. Community Garden Policy
 - G. Woodbury-Newport Summer Rec 2023 Memorandum of Understanding (MOU)
 - H. Gambling Application- Cottage Grove Ducks Unlimited
 - I. Temporary On-Sale Intoxicating Liquor License- Saint Paul Park-Newport Lion's Club
 - J. Annual Appointments
 - K. List of Bills- \$173,149.96
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT
9. ENGINEER'S REPORT
10. SUPERINTENDENT OF PUBLIC WORKS REPORT

11. ADMINISTRATION REPORT

12. MAYOR AND COUNCIL REPORTS

13. ADJOURNMENT



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CITY COUNCIL MEETING MINUTES March 2, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on March 2, 2023.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Not Present (1): Council Member Kevin Chapdelaine.

4. ADOPT AGENDA

Mayor Elliott stated she would like to amend the agenda to include a presentation from Washington County on organic recycling.

Member Sumner motioned to adopt the agenda as amended. Seconded by Member Ingemann. Approved 4-0.

5. PUBLIC COMMENTS

No public comments were made.

6. ADOPT CONSENT AGENDA

- A. **Minutes-** February 16, 2023 Regular Council
- B. **Resolution No 2023-17-** Re-Establish Rates
- C. **Gambling Application-** Rock Mountain Elks
- D. **Historic Preservation Commission 2023 Contract**
- E. **List of Bills-** \$181,952.71

Member Ingemann motioned to adopt the Consent Agenda. Seconded by Member Sumner. Approved 4-0.

7. WASHINGTON COUNTY ORGANICS COLLECTION PILOT

Washington County Commissioner Karla Bigham stated Mayor Elliott did a fantastic job at the State of the Cities lunch with the Chamber of Commerce. Commissioner Bigham stated there is an upcoming food scraps recovery program at the Recycling & Energy (R&E) Center and Newport has been selected for the pilot program. Commissioner Bigham introduced Michael Reed, who is the Ramsey County Joint Leadership Team Member.

Mr. Reed stated this is a collaboration between Ramsey and Washington County. Mr. Reed stated they have spent 1.35 million dollars in upgrades to the facility and to address odor concerns. Mr. Reed passed around sample compostable bags that will be part of the program. There are two sizes for the bags: 6 gallons and 13 gallons.

Sam Hanson, who is the Joint Activities Manager for Ramsey/Washington R&E, gave a presentation to Council on the upcoming food scrap pickup program. This is a brand-new program that will use thicker compostable bags specially engineered so they can survive the travel from the waste trucks to the facility where they will be separated and taken to a compost facility. Any resident will be able to sign up for the program free of charge and will also get the compostable bags for free. At home, residents will collect their food scraps in the provided bags and drop them in their trash dumpster. From there the bags will end up at the R&E Center where robotics will identify the specific bags and pull them from the waste stream. The compost bags will then be brought to a compost facility. This is a free and voluntary program. Eventually it will be available to all residents in Ramsey and Washington County. Before launching this large program, they want to do testing. In April, they will roll out a pilot program to four sites: two in Ramsey County and two in Washington County. Part of Newport was selected as one of the pilot sites. The goal is to expand to more communities in the last quarter of the year.

Mayor Elliott stated it is great the program is getting kicked off and we are excited to be a part of the pilot. Mayor Elliott inquired what items are allowed to go in the compostable bags. Mr. Hanson stated food scraps, paper towels, Kleenex, certified compostable items, bones, etc.

Member Sumner inquired where the composting will take place. Mr. Hanson stated it will be sent to Shakopee for the interim. Member Sumner inquired about a variety of other items such as safety, odor, and operation. Sam Hall, who is the facility manager, provided general responses to Member Sumner's questions and invited him to tour the facility.

Member Taylor inquired if the city should be promoting this program. Mr. Hanson stated during the pilot they will be very targeted in their approach for outreach. Once they have a larger rollout, they would be happy to have help getting the word out about this program.

8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

City Administrator Joe Hatch gave Council an update from the Sheriff's Office. Administrator Hatch stated Washington County has AEDs for City Hall and the Sheriff's office will provide training to staff next week. The AEDs will be on the first and second floor of City Hall, the Library, and at Public Works. This will make our community safer for both residents and staff.

9. FIRE CHIEF'S REPORT

No Fire Chief's report.

10. ENGINEER'S REPORT

No Engineer's report.

11. SUPERINTENDENT OF PUBLIC WORKS REPORT

Superintendent of Public Works Matt Yokiell stated with the warm temperatures coming they plan to shut the ice rink down after Sunday.

12. ADMINISTRATION REPORT

Administrator Hatch had no formal report.

13. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated she attended an additional earmark training which is related to the \$350,000 that we are receiving from the federal government. Mayor Elliott stated she also attended a meeting with staff from Senator Smith's office regarding this earmark spending and how those dollars could be used. Mayor Elliott stated yesterday she attended the Cottage Grove Chamber of Commerce luncheon for the State of the Cities. She talked about why Newport is great for businesses and the amenities we have to offer.

Member Ingemann stated he attended the cable commission meeting. The cable commission is planning to make videos for non-profits. If your non-profit would like to get a video made, you can reach out to Ann Schweisguth with the cable commission.

Member Taylor stated the school district is restarting its facility planning process. They have recently conducted a new community survey / demographic study and will review the results with the community on March 21st from 6:30-8:00 p.m. at Cottage Grove Middle School. They will also hold meetings in April when they get a preliminary plan, and in May when they work toward a final plan. One note for Newport residents is they will not bring forth a plan that closes any elementary school.

Member Sumner thanked Public Works for getting the trails open and his neighbors for keeping the fire hydrant open on 21st.

14. ADJOURNMENT

Member Ingemann motioned to adjourn the City Council Meeting. Seconded by Member Sumner. Approved 4-0.

The City Council Meeting was adjourned at 6:12 p.m. on March 2, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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COUNCIL WORKSHOP MINUTES

March 2, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 6:15 p.m. on March 2, 2023

2. ROLL CALL

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

Not Present (1): Council Member Kevin Chapdelaine.

3. MNWARN

Superintendent of Public Works Matt Yokiell stated that Minnesota Water/Wastewater Agency Response Network (MnWARN) is a mutual aid agreement to share equipment, personal, and resources in the event of an emergency such as a flood or tornado. Council watched an overview video explaining this free and voluntary program. Superintendent Yokiell stated he would like to be a part of MnWARN with Council's support. We can list our equipment that we have available but are not required to ever send equipment or personal if we are not comfortable or not able. Reimbursement is based on the city's fee schedule with the default being FEMA's rate of reimbursement.

4. FUTURE MEETING AGENDA ITEMS

City Administrator Joe Hatch stated future agenda items include hockey boards, concept plan reviews, emergency response plan, and infrastructure project priorities.

5. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 6.44 p.m. on March 2, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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CITY COUNCIL MEETING MINUTES
March 16, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on March 16, 2023.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Not Present (0): None.

4. ADOPT AGENDA

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

5. PUBLIC COMMENTS

No public comments were made.

6. ADOPT CONSENT AGENDA

- 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

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

7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

Washington County Sheriff's Deputy Sergeant Bill Harrell stated on Monday night just before 10:00 p.m. we received a call of shots fired from a motor vehicle at the one thousand block of 10th Avenue. Police responded shortly thereafter and recovered evidence. Sergeant Harrell stated no one was injured and nothing was hit. There are two investigators assigned and working on the case.

Member Sumner inquired if there is an update on the recent homicide. Sergeant Harrell stated it has been wrapped up and is in the court system. Mayor Elliott stated within 12 hours they caught the person and he confessed to the crime.

8. FIRE CHIEF'S REPORT

A. Airboat Cooperative Agreement

Fire Captain Pat Joyce stated Fire Chief Steve Wiley is out of town, so he can answer questions regarding the airboat cooperative agreement. Mayor Elliott stated she understands this agreement allows us to store the boat and our staff will be trained to take the boat out when called. Captain Joyce stated they have their standard operating guidelines (SOG) in line and Washington County approved them. The training this year will be on April 15th and next year they will go through a weeklong extensive training with Washington County. Captain Joyce stated they will get the airboat the week of April 10th.

Member Ingemann motioned to approve the Airboat Cooperative Agreement. Seconded by Member Chapdelaine. Approved 5-0.

9. ENGINEER'S REPORT

City Engineer Jon Herdegen gave an update on the lateral lining improvements project. The bidding opened a week ago Wednesday for that project. The reason this was not on the agenda this evening was due to a discrepancy found in the bid that impacted the low bidder. Engineer Herdegen stated we received two bids and have resolved the discrepancy and are prepared to recommend a low bidder. Engineer Herdegen requested a special meeting to consider awarding the project. Mayor Elliott stated we could hold a special meeting on Tuesday, March 21st at 10:00 a.m. for the lateral lining project bid.

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

A. H&U Pay Request- \$33,539.40

Superintendent of Public Works Matt Yokiell stated he received Pay Request No. 26 from H+U in the amount of \$33,539.40. This is retainage payout for our electrical contractor.

Member Chapdelaine motioned to approve Pay Request No. 26 in the amount of \$33,539.40 to H+U. Seconded by Member Ingemann. Approved 5-0.

Superintendent Yokiell stated spring load limits for our roads went into effect last Friday. Public Works has been out patching a few times already, but the temperature changes between above and below freezing is hard on the roads. Superintendent Yokiell stated they are watching the flooding predictions results and so far, there is not a big concern. Hopefully the water melts and infiltrates and we do not get a large snowfall or large amount of rain. Member Sumner inquired how the roads are looking this year compared to other years with all the bad weather we have had. Superintendent Yokiell stated the snow is not as much of a factor as the moisture with the temperature changing between above and below freezing. The moisture sinks in and then when it freezes it expands.

11. ADMINISTRATION REPORT

A. Moratorium

City Administrator Joe Hatch stated we have been working on the moratorium and our City Attorney will be discussing the interim ordinance.

1. Interim Ordinance

City Attorney Alissa Harrington stated that based on previous discussions we have drafted an interim ordinance which would put a 12-month moratorium on specific uses to be studied. Mayor Elliott stated we are hopeful this will not last 12 months while we study 7th and Hastings Avenue. Administrator Hatch stated we received proposals that include timelines of approximately six months. Mayor Elliott stated we had a lengthy workshop discussion about this two weeks ago. During that discussion we talked about each use in order to make a decision on whether the moratorium should apply to that specific use or not.

Member Chapdelaine motioned to adopt Interim Ordinance No. 2023-02. Seconded by Member Ingemann. Approved 5-0.

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

Administrator Hatch stated we have discussed putting together a study group that would look at the targeted development study area. The group would potentially consist of a consultant (HKGi), City Planner Nathan Fuerst, Assistant to the City Administrator Travis Brierley, Administrator Hatch, Mayor Elliott, Member Taylor, Chair of Planning Commission Brandon Leyde, and Planning Commissioner Maria Bonilla.

Member Sumner motioned to adopt Resolution No. 2023-20. Seconded by Member Taylor. Approved 5-0.

B. City Website- E-Notify

Administrator Hatch asked staff to develop a new portion of our website where we can store submitted concept plans to keep our residents and the community more informed. Assistant Brierley stated there is now a webpage under Planning and Zoning that lays out the process and includes links to our city code and comprehensive plan. Each application includes a summary and the status of the application. There is also a link to each application and the site location. Assistant Brierley showed Council where they can find this on our website by going under “Departments” and then clicking on the link to “Development and Land Use Applications” under the “Planning and Zoning” heading. Mayor Elliott stated this is a nice addition to our website and will be very helpful. Administrator Hatch inquired how residents can sign up to receive notifications when there are changes made to our website. Assistant Brierley stated under the “How Do I” section, there is a link to “E-Notify” where residents can sign up and select what items that they want to be notified about. Mayor Elliott stated it is nice to see us using some of the functionality within our new website.

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

Assistant Brierley stated in August we were notified by the county that the Mill Pond property was in tax forfeit and the city could have the opportunity to claim the property, although the DNR has the first right. We have been in direct communication with the county, and they provided us with a sample resolution. If this resolution is approved, it stakes our claim of the property if the DNR does not want it. Mayor Elliott stated the funds from our earmarked funding would be eligible to pay for this property. Attorney Harrington stated she would like to amend the third whereas in Resolution No. 2023-19 to read: The City of Newport finds it in the best interest of the public to assume the tax forfeit parcel for the public purpose of flood control and storm water management in the area. This ensures the resolution is clear in requesting it under the public purpose doctrine rather than the public use doctrine.

Member Chapdelaine motioned to adopt Resolution No. 2023-19 as described with the friendly amendment added. Seconded by Member Ingemann. Approved 5-0.

12. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated she and Administrator Hatch spent March 9th at the Capitol where they had a chance to meet with representative Rich Hansen and Senator Matt Klein. Representative Hansen is sponsoring an odor bill which could be helpful to our residents. Senator Klein is the chair of the tax committee. He is proposing an additional 150-million dollars go into the fund for smaller cities, which would mean an increase next year for Newport. Mayor Elliott attended a 3M settlement meeting that was related to the EPA limits coming out for the forever chemicals.

Member Chapdelaine stated the new/updated colored newsletter looked great and wanted to let the staff responsible know they did a good job.

Member Taylor reminded residents that next Tuesday is the first of three community meetings the school district is hosting for their facility planning.

Member Sumner stated District 53 is having a town hall meeting at 10:00 a.m. on Sunday, March 19th at the Inver Grove Heights Community Center on inflow and infiltration (I&I). Member Sumner stated the Watershed District asked and he agreed to serve as a citizen on a citizen's advisory committee. The Heritage Preservation Commission (HPC) will meet on Wednesday, April 12th at 5pm. On, May 10th, there will be a special HPC training workshop. Member Sumner stated in lieu of the recent bank collapses he spoke with the bank manager at Midwest One and was told their bank is widely diversified. Some banks typically hold an 8% cash reserve, but Midwest One holds a 12% cash reserve, so they should be in good shape.

13. ADJOURNMENT

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

The City Council Meeting was adjourned at 6:09 p.m. on March 16, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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COUNCIL WORKSHOP MINUTES

March 16, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 6:16 p.m. on March 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. CONCEPT PLAN REVIEW

A. MWF Properties

City Planner Nathan Fuerst stated he performed a high-level review for a concept development (Red Rock Square II) for MWF Properties. This property is owned by Washington County. The zoning for the site is MX-2 and the future land use is Mixed Commercial/Residential. The purpose was to provide an overview to the applicants. The developer showed two buildings on the concept plan. The first building would be constructed on the southwest corner of the project site. That building would contain fifty-one units with enclosed parking underground. The future building would be constructed later and share a parking lot as well as have its own enclosed underground parking. Staff reviewed at a high level for building materials, design, parking, open space, site access, and landscaping. At the next stage the developer would need to receive the following approvals for this proposed development: Preliminary Plat, Conditional Use Permit (CUP) for multi-family buildings over 8 units, Planned Unit Development (PUD), and Final Plat. Planner Fuerst stated all opinions and comments are only advisory, but very helpful to staff and the developer. MWF was present to give a brief overview to Council for the proposed development.

4. FUTURE MEETING AGENDA ITEMS

City Administrator Joe Hatch stated future agenda items include utility infrastructure projects, overall emergency response plans, concept plan for the Red Rock Villas, updated hockey rink boards, and a potential property on Cedar Lane.

5. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 6:54 p.m. on March 16, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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SPECIAL CITY COUNCIL MEETING MINUTES
March 21, 2023- 10:00 AM

1. CALL TO ORDER

Mayor Pro Tempore Chapdelaine called the Special Council Meeting to order at 10:00 a.m. on March 21, 2023.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (3): Vice-Mayor Kevin Chapdelaine, Council Member Tom Ingemann, and Council Member Bill Sumner.

Not Present (2): Mayor Laurie Elliott and Council Member Marvin Taylor.

4. LATTERAL LINING AWARD OF BID

City Engineer Jon Herdegen stated the city received bids from BLD Services (BLD) and Musson Brothers Inc (MBI) for the lateral lining improvement project. BLD had a bid of \$1,114,400.00, and MBI had a bid of \$1,440,180.00. There was a discrepancy in the bids for the installation of the end seals. BLD provided a unit price of \$350 per end seal, while MBI provided a unit price of \$3,500 per end seal (engineer's estimate was \$4,000). MSA reached out to BLD and found they intended to use an alternative process which the bidding documents did not allow for. Engineer Herdegen requested Council formally reject BLD's bid as non-responsive and release BLD's bid bond. The second action for Council is to consider the draft resolution which accepts the bid and awards the contract to Musson Brothers for \$1,440,180.00.

Member Ingemann motioned to reject the BLD Services bid for \$1,114,400.00. Seconded by Member Sumner. Approved 3-0.

Member Sumner motioned to adopt Resolution No. 2023-21 – Accepting the bid and awarding the contract to Musson Brothers in the amount of \$1,440,180.00. Seconded by Member Ingemann. Approved 3-0.

5. ADJOURNMENT

Member Ingemann motioned to adjourn the Special Council Meeting. Seconded by Member Sumner. Approved 3-0.

The Special Council Meeting was adjourned at 10:27 p.m. on March 21, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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CITY OF NEWPORT COMMUNITY GARDEN POLICY 1508 4th Ave. (corner of 4th Ave. and 15th St.)

PURPOSE

The purpose of the Community Garden Policy is to recognize community gardens as a valuable community activity that fosters the development of a community identity and spirit, contributes to health and well-being, encourages positive social interaction, community development, environmental education, connection to nature, and utilizes open space for nutritious food production. The City of Newport encourages community gardening by collaborating with local civic groups and non-profit organizations in the development and support of community gardens.

COMMUNITY GARDEN DEFINED

A community garden is a plot of land that is managed and maintained by community gardeners and the City to produce food crops, flowers, or plants for private use, consumption, or donation. City parks or designated natural open spaces are not to be used for community gardens but the City may assist in establishing community gardens on other public or private parcels of land.

GARDEN PLOTS

There are 8 plots that are 10 feet by 13 feet and 8 plots that are 5 feet by 10 feet. Garden plots will be staked out and may not be enlarged. Garden plots are assigned on a first come / first serve basis. Returning Gardeners from the prior year who did not violate the community Garden Policy will be able to register their previous year's plot from **February 1 through the 2nd Monday of March**. Returning Gardeners who fail to register their plot by the 2nd Monday of March will have their plot forfeited. New gardeners who are Newport City residents may register for an available plot from the **3rd Monday in March through the 2nd Monday in May**. Any plots not reserved by the 2nd Monday of May, may be rented on a yearly basis by non-Newport residents or may be rented as a second plot by existing plot holders. Gardener's who wish to obtain a second plot must decide which plot will be their primary and which will be their secondary plot. Only the primary plot can be renewed in the following year.

GARDEN HOURS

Participants may garden at their own convenience from dawn to dusk, seven days a week.

GARDEN COST

To help cover the cost of water and maintenance by the City, each garden plot will cost \$10.00 for a 5' x 10' plot and \$20.00 for a 10' x 13' plot. An additional \$20.00 deposit will be collected by check with the application to ensure that the community gardener cleans up their plot no later than **November 10th**. This deposit check will be shredded at the end of the season after the gardener has cleared all plant material from their plot (cash deposits will be held until requested to be returned). Gardeners discontinuing use of their plot before this day will have their deposit returned upon verification of clean-up by the City.

GARDENER AGREEMENT

In an effort to keep the community garden vibrant and healthy for all participating members, the following rules have been established and will be enforced. **Gardeners who do not follow these rules may forfeit their plot for the season, and may be barred from renting a plot the following season.**

The community gardener agrees to:

1. Have their plot planted by June 1. If the plot is not planted by June 1, this will be considered a voluntary forfeiture of the plot and the deposit will not be returned.
2. Not leave their plot unused or un-attended for 15 consecutive days during the growing season. If this occurs, this will be considered a voluntary forfeiture of the plot and the deposit will not be returned.
3. Keep their plot, and the paths bordering their plot, free of weeds and rotting or diseased vegetation.
4. Supply their own seeds, fertilizer, and tools
5. Harvest produce only from their own garden plot.
6. Remove paper, trash, debris, and other items that might harm the garden from their plot area. Place any rocks removed from their plots in the designated rock barrel.
7. Not expand their plot beyond the staked-out dimensions or into paths or other plots.
8. Harvest all crops and clean up their plot by **November 10th**. Plots not cleaned up will result in non-return of the deposit and forfeiture of the plot for the following year.
9. Properly dispose of unwanted plant material (dead or diseased leaves, fruit) from their plot by putting it in the designated compost site at the garden. **Plant material from the garden plots is the only material to be put into the compost site.**
10. Comply with all federal, state, and local laws and regulations.

RESTRICTIONS

1. The community garden is intended solely for personal use. Gardening for commercial purposes is prohibited.
2. Garden plots may not be used to grow trees, suckering fruit bushes such as raspberries or blackberries, or illegal plants of any kind.
3. Dumping debris onto other plots is prohibited.
4. Gardeners are discouraged from using synthetic or organic chemical herbicides or pesticides.
5. No smoking within 25 feet of the Garden. Tobacco smoke can transmit tobacco mosaic virus to tomatoes and other plants.
6. Fresh manure is prohibited; well-aged manure may be used.
7. Rocks and wood chips are prohibited.
8. Un-attended water sprinklers are prohibited. Hand sprinklers may be used within the gardener's plot.
9. Structures, fixtures, or equipment creating a nuisance in the Garden are prohibited. Ex; creates shadows onto other garden plots, inhibits paths/use of other plots, connects to the garden fence, etc.
10. Plants from one plot may not overhang onto paths or other plots. Crops, plants, vines, and vegetation must be contained within the plot boundaries.
11. Gardeners whose plots are adjacent to the boundary fence must not allow plants to grow on the fence or attach items to the fence due to problems with deer.
12. Plots may have fences with a maximum fence height of four(4) feet.
13. Loud music and pets are prohibited in the community garden.
14. On-street parking is allowed on 15th Street and 4th Avenue.
15. The Community Garden Volunteer Manager has the authority, in conjunction with the City, to regulate proper operation of the Community Garden.

LIMITATIONS

The City of Newport reserves the right to have full access to all garden plots at any time in order to ensure that all rules, regulations, and laws are being observed, and if necessary, may terminate a garden plot lease or activity for any reason.

*Gardeners are considered in good standing if they have adhered to all of the conditions laid out in this policy.

WAIVER OF LIABILITY

The City of Newport assumes no liability for any injury, damage, theft, or loss of property belonging to garden user participants, before, during, or after their usage and / or lease. The community gardener agrees to assume all responsibility and to defend, indemnify, and hold harmless the City against all actions, claims, damages, or demands which may be brought or made against the City's interest in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the right and privileges herein granted.

The City may terminate a community gardener's use of City property under this Agreement immediately for any reason.

THE CITY OF NEWPORT ASSUMES NO LIABILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA. NEITHER DOES THE CITY ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS OR PERSONAL PROPERTY DUE TO THEFT.

I agree to abide by all the rules and conditions set forth in this Community Garden policy. I understand that if I do not follow these rules and conditions, I may forfeit my garden plot for the season and/or be barred from renting a plot for the following season.

Applicant's Signature _____ Date _____

Name: _____

Address: _____

Phone Number: _____

Email: _____

Requested Plot Number: _____

For City Use

Check #: _____ Date Paid: _____ Plot Number: _____

Deposit Received: _____ Deposit Returned: _____ Deposit Destroyed: _____

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF NEWPORT
and
THE CITY OF WOODBURY
ALLOWING NEWPORT RESIDENTS ACCESS TO WOODBURY RECREATION
PROGRAMS AT RESIDENT RATES

ARTICLE I
INTRODUCTION AND PURPOSE

- 1.1 This Memorandum of Understanding (MOU) establishes the framework under which residents of the City of Newport will be offered the resident rate for City of Woodbury Parks and Recreation Department programs.
- 1.2 Both parties recognize that the objectives of this MOU can best be realized through close coordination and cooperation.
- 1.3 The City of Newport agrees to compensate the City of Woodbury the difference between Woodbury's resident and non-resident rates, allowing Newport residents to pay to the City of Woodbury resident rates for Woodbury Parks and Recreation Department programs.

ARTICLE II
IMPLEMENTATION

- 2.1 Beginning _____ 2023, residents of the City of Newport will be offered the Woodbury resident rate for Woodbury Parks and Recreation Department programs.
- 2.2 The City of Newport shall reimburse the City of Woodbury the difference between the resident and non-resident rates for all Parks and Recreation Department programs that its residents participate in. Woodbury shall record Newport resident participation in Woodbury Parks and Recreation Department programs and invoice the City of Newport periodically, but not less than three (3) times within the year. The invoice shall be for the actual cost differential between the resident and non-resident rates. Newport shall promptly remit the payment back to the City of Woodbury within thirty (30) days of the invoice. If any questions arise as to the invoice amount or detail, the City of Newport shall make prompt inquiry to the Parks and Recreation Department of the City of Woodbury, who shall reasonably respond with billing data accumulated to address the issue.

ARTICLE 3
COMMUNICATION AND MARKETING

- 3.1 The City of Newport will draft and distribute all correspondence with their residents in regards to the programs and partnership in place.

- 3.2 The City of Woodbury will have the right to approve, through its Communication Division, the content of the correspondence sent to Newport residents from the City of Newport, relating to City of Woodbury Parks and Recreation Department programs and the partnership in place.
- 3.3 The City of Woodbury will recognize the City of Newport zip code as a resident zip code for the purposes of program registration offered through the City of Woodbury Parks and Recreation Department only.
- 3.4 The City of Woodbury, with the approval of the City of Newport officials may offer some trial programs as staff and resources allow, within the City of Newport. This use will be at no cost to the City of Woodbury.
- 3.5 The City of Newport may establish and implement their own “fee assistance” program that will be separate from the City of Woodbury “fee assistance” program.
- 3.6 The City of Newport will pay the City of Woodbury for additional printed copies, postage and delivery from the printer to the Newport post office or the Eagan bulk mail center, whichever of the two is the least expensive, for the City of Woodbury Parks and Recreation Department brochure that will be mailed three (3) times per year: March, July and November. Costs will be billed three (3) times/year with the submittal of invoices at cost plus five (5%) percent.
- 3.7 All data created, received, maintained, or disseminated for any purposes in the course of performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Under Minnesota Statute §13.548, the following data collected and maintained by either city for the purpose of enrolling individuals in recreational and other social programs are private: the name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships and living arrangements of an individual or which are opinions as to the emotional makeup or behavior of an individual. As reflected in Minnesota Statute § 13.03, subd. 4, the sharing of this data between the City of Mankato and the City of Newport does not change the classification of data related to enrollment of individuals into recreational or social programs.

ARTICLE 4 TERMINATION

- 4.1 Both parties recognize that this endeavor is a program pursued for their mutual benefit. In the event either party finds that the effort is not meeting its needs to supply parks and recreation programs to its residents, either party may terminate this Agreement upon thirty (30) days advanced written notice to the other. Fees incurred under this Agreement, up to the date of termination, shall be due and payable by the City of Newport to the City of Woodbury.

- 4.2 Staff, from both communities, shall periodically review the Agreement and its implementation. Agreements to modify and change aspects of the program shall be in writing and approved by both cities. Both communities agree to cooperate to facilitate the implementation and success of the program.

CITY OF WOODBURY

By _____
Anne W. Burt, Mayor

Date: _____

By _____
Clinton P. Gridley, City Administrator

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Woodbury

Date: _____

CITY OF NEWPORT

By _____
Laurie Elliott, Mayor, City of Newport

Date: _____

By _____
Joe Hatch, City Administrator, City of Newport

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Newport

Date: _____

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: _____	Previous Gambling Permit Number: X- _____
Minnesota Tax ID Number, if any: _____	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: _____	
City: _____ State: _____ Zip: _____ County: _____	
Name of Chief Executive Officer (CEO): _____	
CEO Daytime Phone: _____	CEO Email: _____ (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): _____

Physical Address (do not use P.O. box): _____

Check one:

____ City: _____ Zip: _____ County: _____

____ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

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: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

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.

Checklist for Exempt Raffle

Organization Name:		Previous Gambling Permit #: X-	Date of Raffle Drawing:
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. 			
Yes	N/A	<ul style="list-style-type: none"> If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3. 	Conduct
		1. Tickets are printed in accordance with MN Rule 7861.0310 .	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
		2. Tickets contain the sequential number of the raffle ticket. (349.173)	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
		3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
Yes	Prizes		12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
		4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
		5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	House Rules
		6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
		7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	Post Raffle Conduct
		8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
			16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
			17. Gambling records must be kept for 3½ years. (7861.0310)
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.			
Signature: 		Date:	Print Name:
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 Department of Public	
		Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.	

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

An equal opportunity employer

<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.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
St Paul Park/Newport Lions Club		Jan 1, 1955		41-133-9903	
Organization Address (No PO Boxes)		City	State	Zip Code	
321 Broadway Ave Suite #10		St Paul Park	Minnesota	55071	
Name of person making application		Business phone		Home phone	
Zachary Dockter				6127359703	
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
August 13, 2023		<input checked="" type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Zachary Dockter		Cottage Grove	Minnesota	55016	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.
611 4th Ave, Newport, MN - Pioneer Memorial Park - sales will be under a temporary tent within park set up for Newport Pioneer Day

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
West Bend Mutual Insurance Company (via Christensen Group Agency), Liquor Liability - \$1M, Commercial General Liability - \$1M per occurrence, \$1M personal injury, \$2M general aggregate, \$2M products comp/opp aggregate

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend WI 53095	CONTACT NAME: Customer Care PHONE (A/C, No, Ext): (866) 926-4244 FAX (A/C, No): (262) 365-2200 E-MAIL ADDRESS: customercare@wbmi.com
	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED St Paul Park-Newport Lions Club 321 Broadway Ave Saint Paul Park MN 55071-1841	NAIC # 15350

COVERAGES**CERTIFICATE NUMBER:** CL2211459112**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		B011645	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ Excluded							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	Liquor Liability	Y		B011651	01/01/2023	01/01/2024	Each Common Cause \$1,000,000 Aggregate Limit \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is recognized as an Additional Insured with regard to Liquor Liability coverage per form NS0280. Certificate holder is also recognized as an Additional Insured with regard to General Liability coverage when required by a written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Newport 596 7th Ave Newport MN 55055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

2023 ANNUAL APPOINTMENTS

1) ACTING MAYOR	Kevin Chapdelaine
2) CITY ADMINISTRATOR / CLERK / TREASURER	Joe Hatch
3) CITY ATTORNEY	Flaherty & Hood, P.A.
4) PROSECUTION SERVICES	Eckberg Lammers, P.C.
5) CITY AUDITOR	Jim Eichten (MMKR)
6) CITY ENGINEER	Jon Herdegen (MSA)
7) CITY HERITAGE PRESERVATION CONSULTANT	Robert Vogel
8) CITY PLANNING PROFESSIONAL	Nathan Fuerst (Bolton & Menk)
9) BUILDING INSPECTOR	City of West Saint Paul
10) PLUMBING/HEATING INSPECTOR	City of West Saint Paul
11) ELECTRICAL INSPECTOR	Pat McMullen
12) FIRE MARSHAL	Steven Wiley
13) WEED INSPECTOR	Laurie Elliott
14) ASST. WEED INSPECTOR	Matt Yokiel
15) EMERGENCY MANAGEMENT DIRECTOR	Steven Wiley
16) RESPONSIBLE AUTHORITY TO ADMINISTER REQUIREMENTS FOR COLLECTION, STORAGE, USE, AND DISSEMINATION OF DATA	Travis Brierley
17) COMMUNITY GARDEN VOLUNTEER MANAGER	Marge Meconis

COUNCIL ADVISORY BOARDS (3-Year Terms)

18) PLANNING COMMISSION	Expiration Date
a. Anthony Mahmood	01-31-2026
b. Maria Bonilla	01-31-2025
c. Brandon Leyde	01-31-2025
d. Tami Fuelling	01-31-2024
e. Michael Kermes	01-31-2024
f. <u>Marvin Taylor (Council Liaison)</u>	01-31-2024
19) PARK BOARD	Expiration Date
a. Anita Perkins	01-31-2025
b. Emily White	01-31-2026
c. Dan Egler	01-31-2026
d. Vacant	01-31-2024
e. Wayne Fuhr	01-31-2025
f. <u>Laurie Elliott (Council Liaison)</u>	01-31-2024
20) LIBRARY ADVISORY COMMITTEE	Expiration Date
a. Christina Rahm	01-31-2025
b. Jo Bailey	01-31-2026
c. Vacant	01-31-2026
d. Anita Wasmundt	01-31-2024
e. Barb Wilcziek	01-31-2024
f. <u>Bill Sumner (Council Liaison)</u>	01-31-2024
21) HERITAGE PRESERVATION COMMISSION	Expiration Date
a. Fred Leimbek	01-31-2026
b. Penny Duff	01-31-2026
c. Vacant	01-31-2024
d. Jo Bailey	01-31-2024
e. Bill Sumner (<i>Member and Council Liaison</i>)	01-31-2025

COUNCIL APPOINTED COMMITTEES

22) NEWPORT / BAILEY SCHOOL FOREST GOVERNANCE COMMITTEE	Expiration Date
a. Bill Sumner	Indefinite
b. Matt Yokiell	Indefinite
c. Laura Duffey	Indefinite
d. Marge Meconis	Indefinite
23) RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD (1-Year Term)	Expiration Date
a. Tom Ingemann (Ex-Officio Member)	01-31-2024
24) SOUTH WASHINGTON COUNTY CABLE COMMISSION (1-Year Term)	Expiration Date
a. Barb Wilcziek	01-31-2024
b. Vacant (Alternate)	01-31-2024
c. <u>Tom Ingemann (Council Liaison)</u>	01-31-2024

25) RED ROCK CORRIDOR COMMISSION (1-Year Term)	Expiration Date
a. <u>Marvin Taylor (Council Liaison)</u>	01-31-2024
b. <u>Kevin Chapdelaine (Council Liaison Alternate)</u>	01-31-2024
26) CAPITAL INVESTMENT COMMITTEE	
a. Laurie Elliott	01-31-2024
b. Tom Ingemann	01-31-2024
c. Joe Hatch	01-31-2024
d. Matt Yokiel	01-31-2024
27) WASHINGTON COUNTY SHERIFF'S OFFICE LIAISON	
a. Laurie Elliott	01-31-2024
b. Joe Hatch	01-31-2024
28) 3M DRINKING WATER WORKING GROUP (SG1)	
a. Jon Herdegen	01-31-2024
29) 3M SETTLEMENT CITIZEN / 3M BUSINESS WORKING GROUP	
a. Kevin Chapdelaine	01-31-2024
30) 3M SETTLEMENT GOVERNMENT / 3M WORKING GROUP	
a. Laurie Elliott	01-31-2024
b. Kevin Chapdelaine (Alternate)	01-31-2024
31) PIG'S EYE LAKE LANDFILL COMMISSION	
a. Bill Sumner	01-31-2024
32) CITY APPROVED SOCIAL MEDIA OUTLETS	
a. Facebook	Indefinite
b. Twitter	Indefinite
c. YouTube	Indefinite
d. LinkedIn	Indefinite
e. Instagram	Indefinite

**2023
GRANT AGREEMENT
FOR
MUNICIPAL RECYCLING GRANT DISTRIBUTION**

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Newport, 2060 1st Avenue, Newport, MN 55055, hereinafter referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term:

The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2023.

2. The County's Obligations:

The County will pay the Grantee an amount of up to \$8,014.00 which is to be used for recycling program expenses in 2023. Payment will be within 60 days of execution of this Agreement.

3. The Grantee's Obligations:

- a. The Grantee agrees to follow their 2023 Municipal Recycling Grant Application and the guidelines therein (Exhibit A).
- b. The Grantee will use all recycling grant money received in 2023 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.
- c. The Grantee shall sign and return this Agreement to the County by July 1, 2023. Failure to do so will result in a reduction or loss of grant funds.
- d. The Grantee agrees to support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- e. The Grantee will prepare and submit annual work plan project reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31st of the year following the reporting period. The annual reports are available on the County's Municipal Recycling Grant Application and Reporting software (Re-TRAC Connect).
- f. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste generated by city/township government activities (including city/town halls, public

works buildings, parks, and for city/townships that arrange for waste services on behalf of their residents) shall be delivered to the Ramsey/Washington Recycling and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

- g. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178 or its replacement, Ordinance #194, effective July 1st, 2014. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of grant funds.

4. Indemnification and Insurance:

- a. The Grantee agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor/Consultant in the performance of this agreement.
- b. The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:
 - 1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 2. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 3. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Grantee will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Grantee shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Vendor to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

5. Data Practices:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

6. Condition Subsequent:

It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. Records Availability and Retention:

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement.

Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

8. Independent Contractor:

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

9. Nondiscrimination:

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin,

be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

10. Firearms Prohibited:

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

11. Noncompliance by Grantee:

If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

12. Termination:

This Agreement may be canceled by either party upon thirty (30) days written notice. Notice to the Cities shall be mailed to the City Administrator or to the City Clerk if there is no Administrator. Notice to Townships shall be mailed to the Township Clerk. Notice shall be sent to the official business address of the City or Township. Notice to the County shall be mailed to: Department of Public Health and Environment, 14949 62nd Street N, PO Box 6, Stillwater, MN 55082-0006.

13. Merger and Modification:

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

14. Force Majeure Events::

For purposes of this agreement, "Force Majeure" refers to an event that by its nature is

unforeseen, or, if it was foreseen, was beyond reasonable control by either party. With a Force Majeure event, the parties agree to 1) make an attempt to reschedule any such municipally planned events impacted included but not limited to community clean-ups, collection events, planned performances, and promotional campaigns, or 2) substitute the impacted event with other acceptable recycling efforts as outline in Exhibit A of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE

BY: _____

TITLE: _____

DATE: _____

WASHINGTON COUNTY

BY: _____

David Brummel, Director
Department of Public Health
and Environment

DATE: _____

APPROVED AS TO FORM

BY: _____

Ass't Washington Co. Attorney

DATE: _____

Municipal Recycling Grant Guidelines

2023

Municipalities in Washington County are responsible for establishing and maintaining municipal recycling programs. The County provides educational, financial and technical assistance to local governments to aid these programs. The County's municipal recycling grant program assists municipalities with recycling program expenses.

Grant funding levels are dependent on municipality household counts and recycling program activities. Municipalities are encouraged to apply for the maximum level of funding. Four levels of grant funding are available:

1. **Base Funding**: funding to cover administrative and program expenses to sustain existing programs and covers the BASIC category of the recycling continuum. Base funding is dependent on the number of households in a community.
2. **Project Funding**: funding to target specific grant projects that are related to achieving recycling goals and covers projects contained in the IMPROVED and ADVANCED categories of the recycling continuum.
3. **Incentive Funding**: funding for one-time special projects or purchases that cannot be covered with project funding. Project funding should be applied for before incentive funding is applied for.
4. **Shared Resources Funding**: funding for collaboration among multiple municipalities.

I. Eligibility Requirements

In order to receive funding through the Washington County municipal recycling grant program, municipalities must meet the following eligibility requirements:

1. A municipality's curbside recycling program shall be established by ordinance or a contract with a recycling contractor and be in operation during 2023.
2. Municipality must support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
3. All multi-unit dwellings (4 or more units) must have recycling service available.
4. At a minimum, the municipality must meet or plan to meet the components under the BASIC category of the recycling continuum (see page 9).
5. At a minimum, municipal staff must participate in two recycling coordinator meetings and one meeting with PHE staff per year to develop the two year grant project work plan.
6. Supply Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law (if applicable)

7. Submit completed previous grant cycle expenditures and project final reports.
8. Submit complete application and project(s) form, as applicable.
 - a. Complete projects and performance measures outlined on the application or return funds for incomplete projects.
9. Continue to make progress along the municipal recycling performance continuum.

Washington County, on behalf of State requirements, reserves the right to withhold any and all funding from municipalities for; 1) good faith failure to report on previous grant activities of a municipality, 2) failure to complete application and project work plans, and 3) actively engage with PHE in grant funding activities and the execution of grant projects.

II. Funding Application

Municipalities must complete a funding application by March 10th 2023 to receive grant funding. Completed applications and yearly work plan(s) must be submitted using the Re-TRAC Connect program.

III. Grant Funding Allocation

Funding is separated into four (4) categories:

1. **Base funding:** funding for activities that sustain the municipalities existing recycling program. This includes funding for administration of a recycling ordinance, resident questions, completing the municipal grant application, work plan(s) and annual report, residential recycling information, website maintenance, and meeting the BASIC category of the continuum, which can be found on page 9. The table below shows how base funding is determined for each community.

# of Households	Eligible Amount for Base Funding
≤450	\$1,500.00
451-1000	\$2,500.00
1001-2000	\$5,000.00
2001-5000	\$10,000.00
5001-10000	\$20,000.00
≥10000	\$30,000.00

Note: household data is retrieved from the Metropolitan Council's most recent population estimates. These estimates are the official population and household estimates for state government purposes, including how local government aid (LGA) and local street aid allocations are determined. Previous year estimates are prepared the following year and certified by July 15.

2. **Project funding:** funding to develop and implement new or expanded recycling projects that encourage movement along the recycling continuum in the IMPROVED and

ADVANCED categories, found on page 9. A municipality is eligible to receive \$0.50/household per project. A municipality may qualify for up to four projects per year.

3. **Incentive funding:** one-time special project funding for large purchases that cannot be covered with project funding. Incentive funding can be applied for after the March 10th grant application deadline so long as the municipality meets to discuss with PHE staff. Funding can be requested and utilized at any time during the 2023 grant cycle.
4. **Shared Resource funding:** this is targeted to fund collaborations among municipalities. Municipalities participating in shared resource funding must designate one municipality to act as representative and fiscal agent to be liaison with the county.

IV. Eligible Expenses

Grant funds may be used for the following recycling related expenses:

1. Administrative (maximum of 75% of County grant funds)

- Salary and legal costs of personnel only while directly working on, part time or full time, the planning, implementation and promotion of eligible activities.
- Salaries, benefits and mileage for consultant services or temporary help with prior written approval from PHE and must be related to eligible activities.
- County-approved educators, performers, and municipal staff who help implement required education activities using County toolkits and standardized messaging.

2. Capital expenses

- Event recycling containers (i.e. Clear Stream recycling and/or other expenses approved by PHE staff)
- Public space recycling containers (i.e. parks, trails, community facilities and/or other expenses approved by PHE staff)
- Recycling containers and education for municipally owned/operated buildings and internal spaces
- Resident-only municipal food scraps drop-off site (i.e. construction,, signage, promotion and/or other expenses approved by PHE staff)

3. Public Education and Promotion

- Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication promotional items reaching at least 1% of a community's population
- Updating and disseminating Washington County flyers, brochures, newsletters, posters, advertisements, videos, billboards, audio (radio, video, television, theatre) electronic (website and e-news) and other communication promotional items
- Development of promotional materials for a community event such as a clean-up day or road clean up event
- The percentage of cost for a municipality's newsletter devoted to recycling

- Environmental commissions and related expenses directly related to recycling and waste education (maximum of 25% of County grant funds)

4. Shredding Events

- Disposal costs of materials collected for shredding by an approved County vendor
- Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication specific to the collection of materials for shredding

5. Other

- Yard waste, recycling, or composting project (i.e. backyard composting promotion activities)
- Reuse projects and promotion
- Other expenses with prior written approval from the PHE

V. Ineligible Expenses

1. Permanent, single sort, year-round recycling drop-off locations
2. Disposal expenses specific to community clean up events or road cleanup activities such as wages to workers and hauling/disposal expense for trash or material collected and used as a fuel such as tires and used oil
3. Expenses for non-waste abatement, such as energy or ground water
4. Ongoing recycling or garbage service fees (collection, processing, transportation)
5. Costs for office equipment and supplies
6. Street sweeping expenses
7. Beautification projects or rain gardens
8. Lobbying and legal expenses
9. Food or refreshments
10. Funding currently budgeted or being provided by applicant

VI. List of Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

PHE created the list of standard recyclable materials to be collected curbside after researching current materials collected curbside by haulers as well as the availability of viable end markets for those materials. This list covers only the **minimum** materials recommended for residential curbside collection. A municipality may require the collection of additional recyclable materials. A municipality may choose how to enforce such as through ordinance or hauler licensing. At a minimum, the following materials must be included in the municipality's curbside program:

Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

Paper

- Boxboard including corrugated cardboard (OCC)
- Envelopes- window and metal clasps acceptable

- Magazines and catalogs
- Mail, office and school paper
- Newspaper and inserts
- Phone books

Cartons

- Milk and broth cartons
- Juice boxes

Metal

- Food and beverage aluminum/tin/bimetal cans

Glass

- Food and beverage bottles and jars

Plastics

- PET (#1)
 - water, soda and juice bottles
 - ketchup and salad dressing bottles
- HDPE (#2)
 - Milk and juice jugs
 - Dish soap bottles and detergent jugs
 - Shampoo, soap and lotion bottles
- PP (#5)
 - Yogurt, pudding and fruit cups
 - Margarine, cottage cheese and other tubs

This standard list of recyclables for single sort recycling collection will be periodically reviewed and updated by PHE as additional materials and end markets become available. PHE may add materials to this list and require municipalities to begin collection of the new materials within one year of receiving notification from the PHE.

VII. Verification of Compliance with Minnesota Statute 115.471 and 115A.46

Public Entities Law

As a condition of eligibility for the Washington County Municipal Recycling Grant funds, pursuant to Minnesota Statutes 115A.46, subd. 5 and 115A.471, all waste generated by municipal government activities, including, but not limited to city/town halls, public works buildings, parks, etc., and waste arranged or waste contract for on behalf of its residents (such as organized garbage collection), must be managed in accordance with the County's Solid Waste Management Plan and delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of the Municipal Recycling Grant Agreement.

VIII. Reporting

1. Hauler Reporting

The Minnesota Pollution Control Agency will collect tonnage reports directly from haulers on behalf of Counties and Municipalities. Reports will be collected on a quarterly basis and will have tonnage amounts for MSW/garbage, recycling and source separated organics listed for each County. To ensure data is provided to the State quarterly, municipalities are expected to continue their role in enforcing hauler compliance through existing ordinances, contracts or licenses with haulers. Municipalities are expected to exercise punitive actions, if needed. The final, compiled hauler reports will be available on the County's Re-TRAC Connect system for municipality's to view after the reporting period has closed.

2. Annual Work Plan Project Status Reports

Municipalities receiving funding through the Washington County municipal recycling grant program must complete annual work plan project status reports. The annual report is a measure of a municipality's progress towards meeting components on the recycling continuum and on program expenditures. Annual reports must be completed by the municipality receiving the grant by January 31st of each year using the County's Re-TRAC Connect system.

a. Work plan project status report:

- project completion (yes/no)
- performance measurements (minimum of 3 forms of measurement, as identified in work plan, should be reported)
- description of information helpful to other municipalities desiring to replicate projects

3. Final Program Expenditures Report

Municipalities receiving funding through the Washington County municipal recycling grant program must complete final program expenditures report at the end of the grant term. Reports must be completed to receive funding in future grant cycles. Components to be included in the final report includes the following:

a. Program expenditures: *Total program expenditures must equal total program revenue.*

- Administrative costs including
 - Direct salaries
 - Direct membership, training, subscriptions
 - Consultant services and or temporary help
 - Promotion
 - Design, printing and postage
 - Advertisements
 - Videos
 - Promotional items
 - Special events
 - Other (list and describe)
- Capital Costs

- **Collection Costs** (recycling grant funds cannot be used for collection costs)
 - **Other**
- b. For each line item on the report's expenditures sheet, indicate:
- Total County grant funds used
 - City/Township funds contributed
 - % of County grant used for particular line item
 - Total expenditures

IX. Recycling Performance

A municipality's performance will be evaluated based on information from the annual work plan project status reports, and reasonable effort towards reaching outcomes from work plan activities implemented and progression along the recycling continuum. PHE reserves the right to request documentation for information submitted.

Failure by a municipality to demonstrate measureable progress towards one or more of the work plan goals will result in a Recycling Improvement Plan be submitted 90 days of being notified by PHE. The Plan must be negotiated with PHE and specify the efforts that will be undertaken by the municipality to improve its recycling program to achieve the identified goal in the work plan by implement strategies agreed upon by municipal staff and PHE. The plan should focus on components of the recycling continuum. Funding will be withheld until the municipality's Plan is completed and approved by PHE.

X. County Responsibilities

1. Grant documents

PHE will provide the grant application and work plan by January 1st for each municipality to use to request grant funding and to develop project work plans. PHE will also provide the annual report for municipalities to report on their recycling program. Annual reports are available year round.

2. Meetings

PHE staff will continue to host quarterly recycling coordinator meetings and will make meeting materials available on the [City Recycling Resources](#) webpage on the County's website. PHE staff will also continue to coordinate individual work plan meetings with each municipality to identify grant projects.

3. Technical assistance

PHE staff will help identify if and how additional technical assistance is needed.

4. Payments

Grant payment will be made in one installment, which is to be used for recycling program expenses in 2023. The payment will be made within 60 days of execution of the Recycling Grant Agreement.

5. Recycling tonnages

Recycling tonnages for each municipality will be collected by the Minnesota Pollution

Control Agency (the State) from the community's recycling hauler(s) on a bi-annual basis. Reports are available on the County's Re-TRAC Connect system.

6. Residential recycling survey

If requested, PHE will assist in the development of a survey on residents' recycling knowledge and behavior for municipalities to promote and distribute regularly.

7. Online recycling information and best practices

PHE will maintain the [City Recycling Resources](#) webpage on the County's website for use by municipal staff to obtain information on recycling best practices, learn about other grantee projects, track recycling coordinator meetings, and access templates and other educational information designed specifically for use by municipalities.

8. Commercial Recycling

PHE has a separate funding mechanism to promote and support recycling in the commercial sector. This program is called BizRecycling and more information can be found at www.bizrecycling.com.

9. Recycling in multi-unit dwelling (4+ units)

PHE has a separate funding mechanism to promote and support recycling in multi-unit dwellings. More information and ways to access this program can be found on www.bizrecycling.com.

Supplemental documents required upon application submittal:

- ☐ Updated waste and recycling ordinance(s) (if applicable)
- ☐ Updated waste and recycling contract(s) (if applicable)
- ☐ City/Township council meeting minutes discussing/approving updated ordinances/contracts (if applicable)
- ☐ Verification of public entities law (Minnesota Statute 115.471 and 115A.46) (if applicable)
- ☐ A certificate of insurance indicating the municipalities' general liability limits as indicated in Section 4 of the Agreement. *Please be sure to include the certificate with the application and not have it sent separately by your insurance carrier.*

Washington County Municipal Recycling Grant Continuum

<i>BASIC</i>	<i>IMPROVED</i>	<i>ADVANCED</i>
Administrative	Administrative	Administrative
Actively participate in municipal recycling grant program	Engage in professional development around recycling best practices	Provide professional development opportunities to municipal leadership and staff on recycling best practices
Participate in a minimum of two recycling coordinator meetings per year	Develop partnerships within the community to create more widespread knowledge of recycling best practices	Establish partnerships with other municipalities
Establish a curbside recycling program by ordinance or contract	Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements	Update solid waste/recycling ordinance and/or contract with county assistance to expand and require recycling best practices
Require collection of standard list of recyclables	Support community wide efforts to increase recycling of non-standard items	Adopt municipal policies to support waste reduction, reuse, and recycling for non-standard items
Support state efforts in obtaining hauler reports through ordinance, contract or license requirements		
Capital Expenses	Capital Expenses	Capital Expenses
Establish signage or updated signage for collection best practices	Replace worn/torn/missing signage	Establish municipal drop locations for use by residents for items not available for curbside pick-up
Provide recycling in municipally owned/operated public spaces	Expand recycling in municipally owned/operated public spaces	Establish permanent-away-from-home recycling opportunities, such as fairs, parks, athletic fields, arenas, and recreation centers
Provide recycling in municipally owned/operated buildings (non-public facing)	Expand recycling in municipally owned/operated facilities (non-public facing)	Establish programs that target reuse
Education & Information	Education & Information	Education & Information
Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county	Improve information on municipal web page to encourage waste reduction and reuse	Provide recycling and waste information to all new residents in the community
Share designated county created communications	Encourage backyard composting and provide information on county's compost bin/rain barrel sales	Establish recycling targets for the community
Update county resources as shared by the county	Encourage special events in community to utilize the county's special event resources	Encourage special events in the community to utilize municipal-owned special event resources (ex. Clear Streams)
Reach 1% of resident population with municipal waste and recycling information and programs		Provide recycling and food scrap containers for events hosted or sponsored by the municipality or located on public property
	Encourage reuse opportunities and provide outreach on environmental benefits of reuse	Establish reuse incentive programs or equipment library
Multi-Unit Dwellings	Multi-Unit Dwellings	Multi-Unit Dwellings
Ensure all multi-unit dwellings (4 or more units) have recycling services available	Provide educational materials to interested properties and refer property managers to Washington County staff	Target education to specific multi-units and/or property managers
	Coordinate targeted information /events for multi-units	Host clean-up events for multi-units based on multi-unit turnover

Recurring

2132e	HEALTHPARTNERS	16-Mar-23	\$13,396.13 Health Insurance
2133e	COMCAST	16-Mar-23	\$463.78 Phone rental & service
2134e	COMCAST	23-Mar-23	\$268.24 Library Internet and cable
2135e	UNITED STATES TREASURY	23-Mar-23	\$8,662.93 SS, Federal and Medicare
2136e	MN REVENUE	23-Mar-23	\$1,540.85 State taxes
2137e	MN REVENUE	23-Mar-23	\$596.00 Water sales and use tax
2138e	MSRS	23-Mar-23	\$3,734.77 HCSP & voluntary retirement
2139e	TWIN CITY MOTORS	23-Mar-23	\$27,800.00 Sewer camera van-ARP funds
2140e	WEX HEALTH	23-Mar-23	\$745.73 HSPA
2141e	WEX HEALTH	23-Mar-23	\$33.00 Monthly fee
2142e	COMCAST	30-Mar-23	\$307.84 City Hall Internet and cable
2143e	WEX BANK	30-Mar-23	\$3,169.35 Petrol
25461	RUMPCA SERVICES INC.	13-Mar-23	\$10.00 Overpayment of permit fees
25462	CENTERPOINT ENERGY	14-Mar-23	\$10.00 Overpayment of Permit
25463	ATOMIC DATA, LLC	16-Mar-23	\$759.73 IT Support
25464	BARRETT, JOSEPH & SHANNON	16-Mar-23	\$100.00 Clothes Washer Rebate
25465	INTERNATIONAL UNION OF OP. ENI	16-Mar-23	\$210.00 Union dues
25466	QUADIENT FINANCE USA, INC.	16-Mar-23	\$500.00 Postage
25467	WILSON LINES	16-Mar-23	\$1.50 Escrow reimbursement
25468	XCEL ENERGY	16-Mar-23	\$2,772.85 Natural gas & electricity
25469	ANCHOR SOLAR INVESTMENTS, LL	23-Mar-23	\$387.07 Solar leasing
25470	NCPERS GROUP LIFE INS.	23-Mar-23	\$16.00 Addt. Life insurance
25471	PERA	23-Mar-23	\$5,003.63 Retirement
25472	VERIZON	23-Mar-23	\$269.88 Cell phones and hot spots
25473	BASIC NEEDS THRIFT SHOP	30-Mar-23	\$135.15 Lawful gambling donation
25474	FRIENDS IN NEED FOOD SHELF	30-Mar-23	\$135.15 Lawful gambling donation
25475	MARCO TECHNOLOGY LLC	30-Mar-23	\$268.70 Copier contract
25476	XCEL ENERGY	30-Mar-23	\$14,500.47 Natural gas and electricity
	Staff		\$20,968.70

Non-recurring

25477	ASTLEFORD INTERNATIONAL TRUC	06-Apr-23	\$127.13 Plow truck valve
25478	BADGER METER	06-Apr-23	\$300.00 Annual license for water meters
25479	BIFFS INC.	06-Apr-23	\$105.00 Port o potty warming house
25480	BOLTON & MENK, INC.	06-Apr-23	\$5,663.50 City planning
25481	BURGGRAFS ACE	06-Apr-23	\$76.42 GSR3 fasteners, key copies
25482	COTTAGE GROVE AREA CHAMBER	06-Apr-23	\$422.21 Mailing of Connect magazin
25483	EARL F. ANDERSEN	06-Apr-23	\$251.30 Hastings No Parking signs
25484	EHLERS	06-Apr-23	\$265.00 General consulting
25485	FIRST IMPRESSION GROUP	06-Apr-23	\$1,106.00 Spring newsletter
25486	FLAHERTY & HOOD, P.A.	06-Apr-23	\$1,805.00 Legal fees
25487	GERLACH OUTDOOR POWER EQUI	06-Apr-23	\$177.90 Bar/mining oil
25488	GRAINGER PARTS	06-Apr-23	\$253.96 Tandem plow connection, grease and towels
25489	GUARDIAN SUPPLY	06-Apr-23	\$671.89 Uniform-Hennigar
25490	HAWKINS	06-Apr-23	\$30.00 Chlorine cylinder
25491	KEYS WELL DRILLING	06-Apr-23	\$32,845.00 Well 2 recondition
25492	LEAGUE OF MINNESOTA CITIES	06-Apr-23	\$395.00 Conference fees
25493	MACQUEEN EMERGENCY	06-Apr-23	\$166.48 Street seeper repair
25494	MENARDS - COTTAGE GROVE	06-Apr-23	\$158.47 Library faucet and operating supplies
25495	MIDWEST MACHINERY CO.	06-Apr-23	\$131.38 Mower parts
25496	MINNESOTA PAVING & MATERIALS	06-Apr-23	\$375.00 Hardy mix/patching
25497	MMKR	06-Apr-23	\$7,500.00 Audit through 2/23/2023
25498	MNSPECT, LLC	06-Apr-23	\$270.92 Code enforcement
25499	NORTHERN SAFETY TECH. INC.	06-Apr-23	\$2,381.08 Replacement emergency lights on E11
25500	POMPS TIRE SERVICE	06-Apr-23	\$1,464.90 Street sweeper tires
25501	RESCUEPAX.COM LLC	06-Apr-23	\$900.00 Ice rescue training
25502	SOUTH SUBURBAN RENTAL, INC.	06-Apr-23	\$92.56 LP gas for street patch
25503	SWEEPER SERVICES, LLC	06-Apr-23	\$5,540.51 Street sweeper repair
25504	TRI-STATE BOBCAT	06-Apr-23	\$162.49 Toolcat seats
25505	VIKING ELECTRIC SUPPLY	06-Apr-23	\$107.99 Electrical for PD
25506	WASHINGTON CTY PROPERTY REC	06-Apr-23	\$994.00 2023 special assessment billing
25507	WINZER	06-Apr-23	\$245.97 Grease fittings
25508	CITY OF WOODBURY	06-Apr-23	\$1,395.45 Rec mailer-lawful gambling fund
			\$173,149.96