



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
July 19, 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 – June 1, 2023 Regular Council
 - B. Minutes – June 1, 2023 Council Workshop
 - C. Minutes – June 1, 2023 NEDA
 - D. Minutes – June 15, 2023 Regular Council
 - E. Annual Appointment Update
 - F. Gambling Application- Newport Fire Relief Association
 - G. List of Bills - \$1,294,098.32
 - H. Financial Statement – June 2023
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT
9. ENGINEER'S REPORT
 - A. Lateral Lining Improvements
 - B. County Highway 38 Multi-Use Trail Improvements

Agenda 07-19-23

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

- A. Stormwater Pollution Prevention Plan (SWPPP) / MS4 Permit Public Hearing
- B. Dog Park Lease Agreement

11. ADMINISTRATION REPORT

12. MAYOR AND COUNCIL REPORTS

13. ADJOURNMENT



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CITY COUNCIL MEETING MINUTES
June 1, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council meeting to order at 5:30 p.m. on June 1, 2023.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Not Present (1): Council Member Tom Ingemann.

4. ADOPT AGENDA

Mayor Elliott requested the City Administrator's performance review be moved after the Mayor and Council reports.

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

5. PUBLIC COMMENTS

No public comments were made.

6. ADOPT CONSENT AGENDA

A. Minutes- May 4, 2023 Council Workshop

B. Minutes- May 18, 2023 Regular Council

C. List of Bills- \$133,478.17

D. Resolution No. 2023-29- Joining the Great River Rail Commission Joint Powers Board

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

7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

No formal report.

8. FIRE CHIEF'S REPORT

Fire Chief Steve Wiley stated they had twenty-one calls during the month of May. These calls included three structure fires in Cottage Grove.

9. ENGINEER'S REPORT

City Engineer Jon Herdegen gave Council an update on the Lateral Lining Improvement Project. Currently the subcontractor has 85% of the project area televised. Several residents have reached out to engineering to view their televised videos. A reminder letter will be mailed next week explaining that residents have until June 30th to get an agreement in place if they want additional lining. Mayor Elliott stated Engineer Herdegen's contact information is on the project website. She encouraged all residents within this project area to look at their videos. When you sell your home, your lines need to be televised and if there is a problem it will be cheaper to fix the problem now. Engineer Herdegen stated there is link to the project website on the city's website under Departments and Public Works. Member Sumner inquired if there is a plan to look at other areas in the city. Engineer Herdegen stated they have identified areas they believe would be candidates for lining projects, but no timeline has been set. The main line must be lined first before any lateral lines can be lined. Member Chapdelaine inquired if MSA will reach out to residents who may be busy and did not take the time to investigate additional lining. Engineer Herdegen stated the contractor will be looking at the videos and MSA can reach out directly to residents with major issues. Member Taylor inquired how these improvements can be measured. Superintendent of Public Works Matt Yokiell stated they have run times on lift stations. Also, they can compare year end through the Met Council compared to what was pumped from our wells.

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

A. Ice Rink Lighting

Superintendent Yokiell stated they have researched lighting options for the hockey and pleasure rinks. Currently, there is \$50,000 set aside for lighting in the CIP. Superintendent Yokiell worked with an outside specialist who suggested three options. Option one is approximately \$50,000 for used lighting (not LED) from a high school in Iowa with no warranty. Option two is approximately \$60,000 for new LED lighting on new wood poles with a 10-year warranty. Option three is approximately \$70,000 for new LED lighting mounted on galvanized steel poles with a 25-year warranty. Superintendent Yokiell stated he is requesting Council authorization to spend additional money out of the street light fund. They also need \$5,000 for the lighting specialist fee. Mayor Elliott stated the street light fund is limited and can only be used for public lighting. The Council discussed and agreed with option three for new LED lighting on steel poles.

Member Chapdelaine motioned to approve option three and authorize spending up to \$80,000 from the street light fund to cover the ice rink lighting project. Seconded by Member Taylor. Approved 4-0.

Superintendent Yokiell stated our existing outdoor siren on the old fire hall that will go away when that building is demolished. There will be a new warning siren installed on the corner of 8th Avenue and Ford Road. This location will give better sound coverage with the elevation. The plan is to get this new siren operational in July. Informational letters will be mailed out for this change. Member Chapdelaine inquired if we still have the siren on top of the school. Superintendent Yokiell stated yes. Member Taylor inquired when the old fire hall will be demolished. Superintendent Yokiell stated most likely next year.

Superintendent Yokiell stated the new City Hall is in the process of getting solar panels on the roof. This project should be done by the end of summer.

11. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated we received the latest population numbers from Met Council. There are 4,501 people living in Newport as of April 1st, 2022. Mayor Elliott stated she went to informational meetings about legislative changes, small city issues, met council, and earmarks. An odor control bill was passed. Mayor Elliott stated we received 2.75 million dollars for I/I funding. Administrator Hatch will look for matching funds.

Member Taylor attended a kickoff meeting for the area study along Hastings and 7th Avenue.

Member Sumner stated there is a Heritage Preservation Commission (HPC) meeting at 5pm on June 14th at City Hall followed by a public lecture at 6:30pm at the Newport Library on Navigation Improvements on the Upper Mississippi River. Member Sumner stated Basic Needs is expanding their food rescue operation.

12. ADMINISTRATION REPORT

A. Performance Review (Closed Session)

Mayor Elliott stated there will be a closed session to evaluate the performance of City Administrator Joe Hatch under MN Statute 13D.05.

Member Chapdelaine motioned to close the City Council meeting. Seconded by Member Sumner. Approved 4-0.

The City Council meeting was closed at 6:13 p.m. on June 1, 2023.

Member Chapdelaine motioned to open the City Council meeting. Seconded by Member Taylor. Approved 4-0.

The City Council meeting was opened at 7:25 p.m. on June 1, 2023.

Member Chapdelaine motioned to approve the First Amendment to Employment Agreement. Seconded by Member Sumner. Approved 4-0.

13. ADJOURNMENT

Member Sumner motioned to adjourn the City Council meeting. Seconded by Member Taylor. Approved 4-0.

The City Council Meeting was adjourned at 7:26 p.m. on June 1, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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COUNCIL WORKSHOP MINUTES

June 1, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 7:31 p.m. on June 1, 2023.

2. ROLL CALL

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

Not Present (1): Council Member Tom Ingemann.

3. JUNETEENTH

City Administrator Joe Hatch stated the legislator passed a new law making June 19th (Juneteenth) an official state holiday beginning in 2023. The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19th in observance of the holiday. Originally this was supposed to be approved in August, which would have given Council more time to review. Council discussed and reached consensus that employees can use a floating holiday or take the day off unpaid for 2023.

4. NEGOTIATION COMMITTEE DISCUSSION

Administrator Hatch stated we need to appoint a negotiation committee for upcoming union negotiations. Typically, two Council Members and the City Administrator participate. Mayor Elliott stated she and Member Chapdelaine will join the committee.

5. FUTURE MEETING AGENDA ITEMS

Administrator Hatch stated future agenda items include budget, emergency plan, and the MWF Red Rock II proposed development.

6. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 8:19 p.m. on June 1, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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NEWPORT ECONOMIC DEVELOPMENT AUTHORITY MINUTES
June 1, 2023

1. CALL TO ORDER

President Elliott called the Newport Economic Development Authority meeting to order at 8:24 p.m. on June 1, 2023.

2. ROLL CALL

Present (4): President Laurie Elliott, Commissioner Kevin Chapdelaine, Commissioner Marvin Taylor, and Commissioner Bill Sumner.

Not Present (1): Commissioner Tom Ingemann.

3. ADOPT AGENDA

Commissioner Sumner motioned to adopt the agenda. Seconded by Commissioner Chapdelaine. Approved 4-0.

4. CONSENT AGENDA

A. Minutes- April 6, 2023

Commissioner Chapdelaine motioned to adopt the Consent Agenda. Seconded by Commissioner Taylor. Approved 4-0.

5. DOWNTOWN FAÇADE GRANT REVIEW

City Administrator Joe Hatch gave Council a background on the downtown façade rehabilitation grant program. Staff recently received an application that would not qualify based on the language of the current program. Administrator Hatch recommended changing the program to allow for improvements that would increase the property value and improve the overall appearance. He also recommended adding a requirement that property owners must be compliant with city codes and current on their utility bill and property taxes. Council discussed what the future of this program might entail. They discussed limiting the number of grants that go out each year as well as how often businesses can apply for a grant.

6. ADJOURNMENT

The Newport Economic Development Authority Meeting was adjourned at 9:01 p.m. on June 1, 2023.

Respectfully Submitted:

Jill Thiesfeld

Administrative Assistant II.

Signed: _____
Laurie Elliott, President



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CITY COUNCIL MEETING MINUTES

June 15, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council meeting to order at 5:30 p.m. on June 15, 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. 2022 AUDIT PRESENTATION- Jim Eichten MMKR

Jim Eichten, CPA for MMKR, presented to Council on Newport's annual audit for 2022. There were two findings as part of the audit. The first being segregation of duties for staff which is explained by the small number of administrative staff employed by the city. The second finding related to late release of escrow during the City Hall and Public Safety Building project. Mr. Eichten explained to the Council the law was recent and it was the responsibility of the project manager to request the release of funds. Council was also informed that staff was made aware of the release of escrow procedures during the audit and adjustments to staff operations were made to account for future projects.

Mr. Eichten informed the Council that the financial position of the City is strong. There was a loss on some investments due to the downturn in the market. However, the loss is recoverable and will not affect the operating budget of the city.

6. PUBLIC COMMENTS

No public comments were made.

7. ADOPT CONSENT AGENDA

- A. Tolling Agreement Extension**
- B. Resolution 2023-30- Pioneer Day Donations**
- C. Annual Appointment Update**
- D. List of Bills- \$119,085.79**
- E. Financial Statement- May 2023**

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

8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

Washington County Sheriff's Deputy Sergeant Bill Harrell thanked the City and Council for the use of the Cedar Lane home. The investigations unit was able to use this home for training on June 15th. Sergeant Harrell discussed the upcoming 4th of July holiday and reminded residents to give a description of the location if are reporting illegal fireworks.

9. FIRE CHIEF'S REPORT

City Administrator Joe Hatch gave an update as Fire Chief Steve Wiley was absent. Administrator Hatch stated the Fire Department is planning to burn the 1651 Cedar Lane home on August 19th for a training exercise.

10. ENGINEER'S REPORT

City Engineer Jon Herdegen provided an update on the Sanitary Sewer Lateral Lining project. The lateral televising work is complete, and staff is distributing televising videos to property owners interested in additional lining work. Engineer Herdegen explained that some of the lateral connections are constructed such that the initial 10-foot liner cannot be installed without a cleanout (blindly). Staff is working with the contractor to conduct additional cleaning to determine which service laterals will need a cleanout to install the initial liner and work with the Public Facilities Authority to determine if a portion of the cost of the cleanout can be funded through the State grant.

Engineer Herdegen stated that two properties were assessed for improvements back in 2014 when the city reconstructed 15th Street from 7th Avenue down to Cedar. There was one segment of sanitary sewer that was lined. The sewer was not replaced, but the lateral lines connected to the sewer underneath the road were replaced since curb and gutter went in. According to the city's assessment policy, the city cannot assess a property twice for the same improvement within 10 years. Engineering reviewed the videos of these two properties and found there is a small leak. Engineer Herdegen inquired if the city would pay the cost to line these two properties since they cannot be assessed. The additional cost will be approximately \$3,500. Council discussed and agreed Engineer Herdegen will bring a formal document to a future meeting and will adjust the assessment role to make sure those two properties are not included.

11. SUPERINTENDENT OF PUBLIC WORKS REPORT

A. Newport / Saint Paul Park Vacuum Truck Agreement

Administrator Hatch brought the Vacuum Truck Agreement to Council on behalf of Matt Yokiell, Superintendent of Public Works. The agreement is between St. Paul Park and Newport and outlines ownership and the purchase responsibilities for this truck. The agreement includes insurance cost, storage, access to the vehicle, cost sharing, and maintenance responsibilities. The City Attorney has reviewed this agreement and St. Paul Park has already approved it. Administrator Hatch is requesting a motion by Council to approve this agreement.

Member Ingemann motioned to approve the Newport / St. Paul Park Vacuum Truck Agreement. Seconded by Member Chapdelaine. Approved 5-0.

12. ADMINISTRATION REPORT

A. Solar Contract Amendment

Assistant to the City Administrator Travis Brierley stated the city was approached by iDeal Energies to install a larger solar array. This array will cost the city approximately \$22,000 plus interest over 20 years. The advantage is the savings is greater than our cost. Mayor Elliott stated Public Works clears off their solar array during the winter and inquired if the City Hall solar array will be cleared. Assistant Brierley stated that Public Works will if time allows. Member Sumner inquired why this larger array was not originally planned. Assistant Brierley stated space concerns. Once they investigated, it was determined there was additional space that allowed for a larger system. Mayor Elliott inquired where the additional funds will come from. Administrator Hatch stated we do not write a check for this additional amount. It will be a smaller amount that we get reimbursed for from the energy capture. The city will see a large benefit that we will be able to recoup.

Member Chapdelaine motioned to approve the Solar Contract Amendment. Seconded by Member Ingemann. Approved 5-0.

B. July City Council Meeting

Administrator Hatch stated the Council typically cancels the first meeting in July for the holiday.

Member Ingemann motioned to cancel the July 6th City Council Meeting. Seconded by Member Sumner. Approved 5-0.

Administrator Hatch stated a new outdoor weather siren will be added at the corner of 8th Avenue and Ford Road to replace the current siren on the old Fire Hall. Mailers went to everyone in the community letting them know about his upcoming change.

Assistant Brierley stated staff has been working on continual improvements with our website to keep residents better informed. Assistant Brierley stated staff set up a webpage for the Area Study as well as a webpage for the Later Lining Improvement Project. Residents and business owners are encouraged to participate in surveys and social pinpoint to give thoughts and suggestions for the area study focusing on the commercial corridors along Hastings and 7th Avenue. Member Sumner inquired if social pinpoint is anonymous. Assistant Brierley said online it will be anonymous, but on the back end you enter your information so staff and consultants can reach out if necessary. Mayor Elliott inquired how long the survey and social pinpoint will be available. Assistant Brierley stated approximately four weeks.

13. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated she had a meeting with a Met Council Representative and County Commissioner Karla Bigham to discuss potential funding for I/I problems and potential funding for trail expansions. Mayor Elliott thanked our donors for our Pioneer Day event. The city is seeking additional volunteers for Pioneer Day and residents should call City Hall to get more information on ways they can help.

Member Chapdelaine stated the next watershed meeting is on street sweeping and the significant role it has on keeping debris out of the river.

Member Sumner stated he is serving on the Pigs Eye Lake Commission that will rehabilitate an old dumpsite across from Battle Creek Park. Member Sumner attended the Heritage Preservation Commission (HPC) meeting the public lecture and invited residents to stop by the HPC tent at Pioneer Day. Member Sumner attended a community advisory panel that discussed support they have given to the Newport Fire Department for air tanks.

14. ADJOURNMENT

Member Chapdelaine motioned to adjourn the City Council meeting. Seconded by Member Sumner. Approved 5-0.

The City Council meeting was adjourned at 6:51 p.m. on June 15, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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MEMO

TO: Mayor and Newport City Council

FROM: Travis Brierley, Assistant to the City Administrator

DATE: July 19, 2023

SUBJECT: Appointment to the Library Advisory Committee

Background:

Newport's Library Advisory Board had a vacancy created when Committee Member Beverly Bartl in the Spring of 2023.

Discussion:

An application has been received by Rozlyn Johnson to fulfil this vacancy. Ms. Johnson is a business owner in Newport, a former City Council Member, and is a supporter of Pioneer Day.

Recommendation:

Staff recommends that Council approve the appointment to the Library Advisory Committee with a term date ending January 31, 2026.

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: Newport Firefighters Relief Association

Previous Gambling Permit Number: X- 82020-19-032

Minnesota Tax ID Number, if any: 3317629

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

Mailing Address: 2060 1st Ave

City: Newport State: MN Zip: 55055 County: Washington

Name of Chief Executive Officer (CEO): Steve Wiley

CEO Daytime Phone: 651-485-5585 CEO Email: swiley@newportmn.com

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

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Newport City Hall / Public Safety Building

Physical Address (do not use P.O. box): 2060 1st Ave

Check one:

☒ City: Newport Zip: 55055 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 17, 2023

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

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

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

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

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input checked="checked" type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> 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). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: <u>Newport</u>	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> The city or county must sign before submitting application to the Gambling Control Board. </div>	

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: Steve Wiley

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> all gambling conducted on two or more consecutive days; or all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>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.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <p>_____ 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.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>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-</p>	<p>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.</p>
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How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public or active military personnel in need); • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

Recurring

2192a	UNITED STATES TREASURY	15-Jun-23	\$9,495.05	SS, Federal & Medicare
2193a	HEALTHPARTNERS	15-Jun-23	\$13,396.13	Health and dental insurance
2194a	MN REVENUE	15-Jun-23	\$1,708.11	State taxes
2195a	MSRS	15-Jun-23	\$3,336.12	HCSP & voluntary retirement
2196a	UNUM	15-Jun-23	\$557.04	Long-term disability and life insurance
2197a	WEX HEALTH	15-Jun-23	\$745.73	HSPA
2198a	COMCAST	21-Jun-23	\$461.85	Phone lines and rental phones
2199a	COMCAST	29-Jun-23	\$129.64	Library Internet and Norton
2200a	UNITED STATES TREASURY	29-Jun-23	\$9,278.60	SS, Federal and Medicare
2201a	MN REVENUE	29-Jun-23	\$1,690.29	State taxes
2202a	MN REVENUE	29-Jun-23	\$937.00	Water sales and use tax
2203a	MSRS	29-Jun-23	\$3,336.12	HCSP & voluntary retirement
2204a	WEX BANK	29-Jun-23	\$2,599.22	Penrol
2205a	WEX HEALTH	29-Jun-23	\$745.73	HSPA
2207a	MIDWESTONE BANK	05-Jul-23	\$75.30	Positive pay
2208a	COMCAST	05-Jul-23	\$180.86	Public works building internet and analog lines
2209a	COMCAST	05-Jul-23	\$251.83	City hall internet and analog lines
2210a	UNITED STATES TREASURY	05-Jul-23	\$1,613.13	SS, federal and Medicare
2211a	MN REVENUE	05-Jul-23	\$112.88	State taxes
2212a	PSN	05-Jul-23	\$135.05	Electronic payment fees for utility bills
2213a	UNITED STATES TREASURY	13-Jul-23	\$9,870.43	Social security, Federal and Medicare
2214a	HEALTHPARTNERS	13-Jul-23	\$13,396.13	Medical and dental insurance
2215a	MN REVENUE	13-Jul-23	\$1,762.99	State taxes
2216a	MSRS	13-Jul-23	\$3,486.12	Retirement and HCSP
2217a	WEX HEALTH	13-Jul-23	\$745.73	HPSA
25729	ATOMIC DATA, LLC	15-Jun-23	\$808.69	Monthly IT support
25730	INTERNATIONAL UNION OF OP. EN	15-Jun-23	\$210.00	Union dues
25731	PERA	15-Jun-23	\$5,123.67	Retirement
25732	PAULINE SCHOTTMULLER	15-Jun-23	\$136.10	Reimburse for native plants-grant will reimburse City
25733	XCEL ENERGY	15-Jun-23	\$2,808.83	Electricity & natural gas
25734	ATOMIC DATA, LLC	21-Jun-23	\$2,399.28	Laptop
25735	BIFFS INC.	21-Jun-23	\$846.00	Port o potty
25736	RINK SYSTEMS	21-Jun-23	\$30,000.00	Deposit for rink boards
25737	DEB SCHULZ	21-Jun-23	\$113.43	Mileage reimbursement
25738	VERIZON	21-Jun-23	\$269.79	Cell phones and hot spots
25739	ANCHOR SOLAR INVESTMENTS, LL	29-Jun-23	\$387.07	Solar leasing
25740	CRIMSON COPPER PLUMBING	29-Jun-23	\$365.00	Refund permit payment
25741	CHRIS & MICHELLE GARGARO	29-Jun-23	\$61.27	Overpayment of final water utility bill
25742	JOE HATCH	29-Jun-23	\$334.00	Mileage and meal reimbursement
25743	TOM INGMANN	29-Jun-23	\$240.25	Mileage and meal reimbursement for LMC conference
25744	MARCO TECHNOLOGY LLC	29-Jun-23	\$280.60	Copier contract
25745	NCPSERS GROUP LIFE INS.	29-Jun-23	\$16.00	Addt. Life insurance
25746	PERA	29-Jun-23	\$4,999.93	Retirement
25747	CITY OF SAINT PAUL PARK	29-Jun-23	\$100,000.00	Vac Truck agreement share with St. Paul Park payment
25748	XCEL ENERGY	29-Jun-23	\$9,913.45	Electricity and natural gas
25749	MATT YOKEL	29-Jun-23	\$209.60	Mileage reimbursement for LMC conference
25750	TENNIS SANITATION LLC	05-Jul-23	\$59.67	Garbage service for City hall and PW building
25751	ATOMIC DATA, LLC	13-Jul-23	\$817.68	Monthly IT support
25752	TRAVIS BRIERLEY	13-Jul-23	\$301.43	Mileage reimbursement
25753	INTERNATIONAL UNION OF OP. EN	13-Jul-23	\$210.00	Union dues fee
25754	JEREMIAH JONES	13-Jul-23	\$129.80	Overpayment of final utility bill
25755	ERICA KNAJDEK	13-Jul-23	\$300.00	Overpayment of final water bill
25756	Metropolitan Council	13-Jul-23	\$28,864.99	Waste water cleaning
25757	PERA	13-Jul-23	\$5,292.66	Retirement
25758	XCEL ENERGY	13-Jul-23	\$2,761.97	Electricity and natural gas
		Staff	\$57,902.21	

Non-recurring

25759	ADVANCED GRAPHIX INC.	19-Jul-23	\$183.60	Door badges and numbers
25760	AMERICAN TEST CENTER, INC.	19-Jul-23	\$450.00	Annual boom inspection
25761	ANCOM COMMUNICATIONS	19-Jul-23	\$855.00	Headsets and pager batteries
25762	ATOMIC DATA, LLC	19-Jul-23	\$783.75	Addt. IT support
25763	BAUER BUILT, INC	19-Jul-23	\$1,747.28	Tires
25764	BOLTON & MENK, INC.	19-Jul-23	\$3,685.00	City planning
25765	BURGGRAFS ACE	19-Jul-23	\$214.46	Supplies
25766	Cardmember Services	19-Jul-23	\$4,817.03	Credit card purchases
25767	CINTAS	19-Jul-23	\$632.72	Uniform cleaning
25768	CLEAN RIVER RECYCLING SOLUTK	19-Jul-23	\$576.00	Trash/recycling signs for cans
25769	COMPANION ANIMAL CONTROL	19-Jul-23	\$300.00	Contracted dog catching service
25770	E.H. RENNER & SONS	19-Jul-23	\$3,640.40	Sealed well-1651 Cedar Lane
25771	ECKBERG LAMMERS, P.C.	19-Jul-23	\$2,300.50	Legal fees
25772	VOID	19-Jul-23	\$162,561.88	G.O. Bond interest payment and fiscal agent fees
25773	FAIR OFFICE WORLD	19-Jul-23	\$228.23	Office supplies
25774	FIRST IMPRESSION GROUP	19-Jul-23	\$843.00	Siren location mailer
25775	FLAHERTY & HOOD, P.A.	19-Jul-23	\$10,021.35	Legal fees
25776	GERLACH OUTDOOR POWER EQU	19-Jul-23	\$595.66	Mower parts
25777	GOPHER STATE ONE-CALL	19-Jul-23	\$164.70	Dig markings
25778	GRAINGER PARTS	19-Jul-23	\$531.34	Supplies
25779	GREEN LEAF TREE SERVICE	19-Jul-23	\$3,300.00	EAB Grant-rebursed
25780	GUARDIAN SUPPLY	19-Jul-23	\$1,293.94	Uniform polos and jackets-Wiley/Marson/Connelly/Hively/Wasmund/Prestegard
25781	HAWKINS	19-Jul-23	\$1,817.74	Chlorine cylinders and chemicals
25782	HEALTHPARTNERS	19-Jul-23	\$708.00	Pre-Employment Exam-Prestegard
25783	HKGI	19-Jul-23	\$9,339.53	2023 Area Study
25784	INSTRUMENTAL RESEARCH, INC.	19-Jul-23	\$102.20	Water testing
25785	INVER GROVE HEIGHTS FIRE DEPT	19-Jul-23	\$2,470.00	FF1 & Haz Mat Ops-Hively/Khoury
25786	JAN PRO CLEANING SYSTEMS	19-Jul-23	\$1,275.00	Cleaning services
25787	KREMER SERVICES, LLC	19-Jul-23	\$527.03	1134 repairs
25788	LEAGUE OF MN CITIES INS TRUST	19-Jul-23	\$308.00	Solar panel insurance endorsement
25789	LUBE TECH & PARTNERS, LLC	19-Jul-23	\$937.70	Engine oil
25790	MACQUEEN EMERGENCY	19-Jul-23	\$2,341.92	Exposure suits
25791	MARTIN MARIETTA	19-Jul-23	\$2,091.60	Blacktop mix
25792	MC MULLEN INSPECTIONS, INC.	19-Jul-23	\$1,354.08	Electrical inspections
25793	MED COMPASS	19-Jul-23	\$280.00	Pay remaining \$280 for annual respirator certification
25794	MENARDS - COTTAGE GROVE	19-Jul-23	\$337.98	Parts
25795	MERIT CHEVROLET	19-Jul-23	\$136.13	Brake booster
25796	MIDWEST ELECTRIC AND GENERA	19-Jul-23	\$279.00	Generator Repair
25797	MINUTEMAN PRESS	19-Jul-23	\$666.38	City letterhead
25798	MISSISSIPPI RIVER CITIES & TOW	19-Jul-23	\$1,500.00	Membership dues
25799	MN FIRE SERVICE CERT. BOARD	19-Jul-23	\$126.00	FF1 Certification test
25800	MSA PROFESSIONAL SERVICES, IN	19-Jul-23	\$26,621.82	City engineering
25801	NAPA AUTO PARTS	19-Jul-23	\$149.22	Auto parts
25802	NEWPORT POST OFFICE	19-Jul-23	\$425.00	Additional postage for siren mailer
25803	OXYGEN SERVICE CO.	19-Jul-23	\$15.60	Oxygen supply
25804	PATHFINDER CRM, LLC	19-Jul-23	\$1,500.00	Bimonthly HPC consultant
25805	REDAD WATT ELECTRIC	19-Jul-23	\$17,256.00	Install of warning siren
25806	SAFE-FAST, INC.	19-Jul-23	\$412.60	Gloves
25807	SHORT ELLIOT HENDRICKSON, INC.	19-Jul-23	\$2,290.00	2nd Ave & 15th sewer meter
25808	SOUTH SUBURBAN RENTAL, INC.	19-Jul-23	\$92.56	Propane
25809	THUMB THINGS/BUTTON WORKS	19-Jul-23	\$240.00	Pioneer Day buttons
25810	TRI-STATE BOBCAT	19-Jul-23	\$375.85	Toolcat parts
25811	TWIN CITIES PIONEER PRESS	19-Jul-23	\$76.93	Postings
25812	WASHINGTON CTY PUBLIC SAFETY	19-Jul-23	\$3,000.60	Quarter 2 radios
25813	WASHINGTON CTY SHERIFF	19-Jul-23	\$513,074.13	1st half policing contract
25814	WHEELCO	19-Jul-23	\$400.82	Batteries, marker light, cover
25815	ZACKS INC.	19-Jul-23	\$204.70	Degreaser
25816	ZARNOTH BRUSH WORKS, INC.	19-Jul-23	\$1,908.00	Brooms
25817	ZIEGLER	19-Jul-23	\$81.13	Ignition switch
25817	BOND TRUST SERVES	19-Jul-23	\$162,561.88	G.O. Bond interest payment and fiscal agent fees
25817	FLAHERTY & HOOD, P.A.	19-Jul-23	\$1,000.00	Legal fees
			\$1,294,098.32	

Jun-23

Wiley	Amazon.com	Thermal camera	\$ 126.56	yes
	Amazon.com	Ink and tape	\$ 142.37	yes
Schulz	Amazon.com	Magnetic labels for cabinets	\$64.94	yes
	MCFOA	Membership dues	\$50.00	yes
	Amazon.com	Keyboard and cleaning supplies	\$126.83	yes
	Office Depot	Mailing labels	\$49.26	yes
Brierley	The Suites Hotel	Refund	(\$23.74)	yes
	Adobe Acropro	Monthly software fee	\$21.46	yes
	Norton	Antivirus	\$91.26	yes
	Target	Earbuds	\$107.36	yes
	Advanced Sportswear	Reflective vest	\$26.85	yes
	Adobe Acropro	Monthly software fee	\$21.46	yes
	Little Angies Cantina	Meal at LMC conference	\$29.52	yes
	Adobe Acropro	Monthly software fee	\$21.56	yes
	Lift Bridge Lodge	Hatch- LMC conference accommodation	\$547.82	yes
	The Suites Hotel	Ingemann-LMC conference accommodation	\$ 832.50	yes
	The Suites Hotel	Yokiel-LMC conference accommodation	\$ 552.48	yes
	The Suites Hotel	Brieley-LMC conference accommodation	\$ 552.48	yes
Marson	Sams Club	Building and cleaning supplies	\$ 219.14	yes
	Adobe Acropro	Monthly software fee	\$ 21.46	yes
	Gertens Greenhouse	Straw and sod	\$ 167.65	yes
	Square Estate Sales	Auction exercise equipment	\$ 160.89	yes
	Adobe Acropro	Monthly software fee	\$ 21.46	yes
	Tractor Supply	Seat	\$ 319.99	yes
	Thero Real Truck	Toolbox	\$ 564.95	yes



City of Newport, MN

Financial Status Report

Period ended June 30, 2023

(Un-Audited)

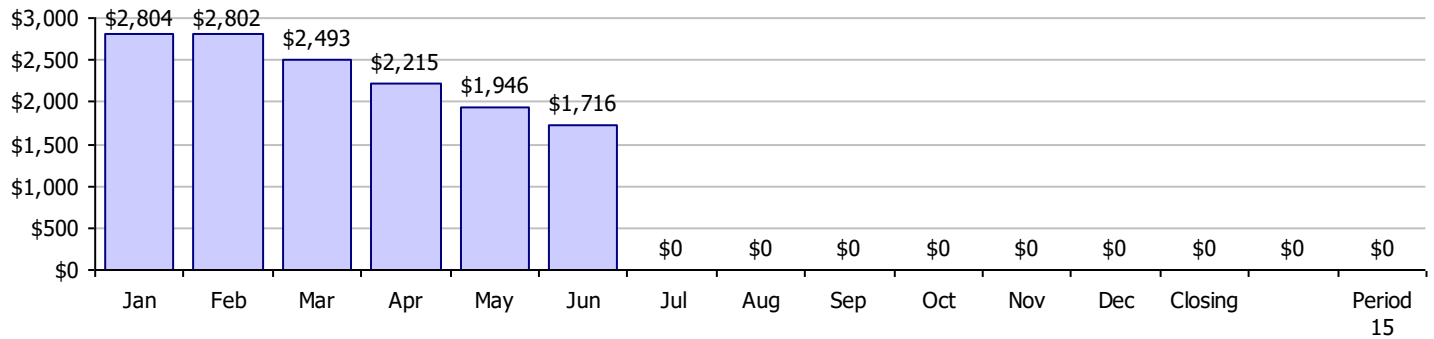
Prepared by:
Administration Department

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

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Thousands



Account Summary

Beginning Balance o	6/1/2023	\$1,959,673.30
+	Receipts/Deposits	\$217,261.60
-	Payments (Checks and Withdrawals)	\$347,845.27
Ending Balance as of	6/30/2023	\$1,829,089.63

Cleared	\$1,829,089.63
Statement	\$1,829,089.63
Difference	\$0.00

Cash Balance

Active	101-10100 GENERAL FUND	-\$74,885.07
Active	201-10100 PARKS SPECIAL FUND	\$158,489.30
Active	204-10100 HERITAGE PRESERVATION COMM	\$2,540.55
Active	205-10100 RECYCLING	\$23,440.62
Active	206-10100 FIRE ENGINE	\$0.00
Active	208-10100 BUY FORFEITURE	\$1,319.53
Active	210-10100 GRANT AND AID MATCH FUNDS	-\$9,192.33
Active	211-10100 AMERICRESCPLAN	\$106,901.27
Active	225-10100 PIONEER DAY	\$35,465.68
Active	270-10100 EDA	-\$73,204.05
Active	301-10100 2010A G.O. CAPITAL IMP. PLAN	\$3.27
Active	302-10100 2018 BAILEY MEADOWS DEVELOP.	\$8,147.73
Active	303-10100 2012 STREET NORTH RAVINE	\$19,820.22
Active	304-10100 2016B GO BOND WATER RESEVOIR	-\$5,950.25
Active	305-10100 2013 STREET ASSESSMENT	-\$97,869.97
Active	306-10100 2014 STREET ASSESSMENT	-\$13,004.19
Active	307-10100 2016A GO BOND STREET ASSESS.	\$32,022.26
Active	308-10100 CERIFICATES OF INDEBTEDNESS	\$0.00
Active	312-10100 2020 12TH ST & 12TH AVE PROJ	\$166,445.87
Active	313-10100 2000B GO IMP BOND	\$0.22
Active	315-10100 2002A \$690,000 BOND	-\$0.12
Active	316-10100 PFA/TRLF REVENUE NOTE	\$4,771.61
Active	318-10100 CITY/FIRE HALL	-\$62,508.60
Active	321-10100 2006A EQUIP CERTIFICATE	\$0.00

Beginng Balance	\$1,959,673.30
+ Total Deposits	\$221,750.71
- Checks Written	\$465,894.31
Check Book Balance	\$1,715,529.70
Difference	\$0.00

Active	322-10100 2011A GO BONDS	\$117,347.45
Active	401-10100 EQUIPMENT REVOLVING	\$327,175.04
Active	402-10100 2018 BAILEY MEADOWS DEVEL	\$11,197.37
Active	405-10100 T.H. HWY 61	\$2.54
Active	407-10100 2016B GO BOND (WATER RESEVOIR)	\$0.00
Active	408-10100 2016A GO BOND STREET CONST.	\$73,799.37
Active	409-10100 2013 STREET RECON.	\$0.00
Active	410-10100 2014 STREET RECON.	\$3,587.97
Active	411-10100 BUILDING FUND	\$198,919.40
Active	412-10100 2020 12TH ST & 12TH AVE PROJ	\$36,602.45
Active	416-10100 4TH AVENUE RAVINE	\$12,865.27
Active	417-10100 NORTH RAVINE	\$12,625.39
Active	418-10100 CITY/FIRE HALL	-\$126,131.47
Active	422-10100 FEMA-17TH STREET & CEDAR LANE	\$0.00
Active	423-10100 2011A EQUIPMENT CAPITAL	\$0.00
Active	601-10100 WATER FUND	\$212,675.67
Active	602-10100 SEWER FUND	\$391,039.82
Active	603-10100 STREET LIGHT FUND	\$111,889.67
Active	604-10100 STORM WATER FUND	\$109,180.21
	Cash Balance	\$1,715,529.70

City of Newport
INVESTMENTS
Jun-23

<u>TYPE</u>	<u>BOUGHT DATE</u>	<u>MATURITY DATE</u>	<u># OF DAYS</u>	<u>COST</u>	<u>RATE</u>	<u>GASB #40 Val.</u>	
RBC-Weath Management							
ENERBank USA	7/22/2019	7/21/2023	1,456	125,000	2.30%	124,483.75	101
Texas Ex. Bank	6/19/2020	6/19/2025	1,820	120,000	1.00%	110,088.00	101
Accrued Interest	all CDs in Investment					551.50	
Sub-total Investments GASB 40						235,123.25	
RBC-Wealth Management							
Bell St Bank	3/24/2020	3/24/2023	1,274	245,000	0.85%	147,516.00	601&2
Forbright Bank	11/2/2022	11/2/2026	1,460	150,000	4.60%	628.52	401
Accrued Interest	all CDs in Reserve Investment					148,144.52	
Sub-total Reserve Investments GASB 40						296,289.04	
Ehlers Inv-TDAmeritrade							
	2/15/2019	N/A		8,350,000	Var.	8,335,389.09	
CENTRAL BANK							
Checking						1,829,089.63	
Total Cash, Investments and CD's						10,695,891.01	
Ehlers Inv by Acct.	101-\$2,250,000	201-\$420,000	225-\$20,000	270-\$2,050,000			
	306-\$500,000	410-\$170,000	411-\$425,000				
	601-\$890,000	602-\$1,365,000	603-\$160,000	604-\$100,000			

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

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Fund	Begin 2023	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance NO Investments	Investments	Balance	
				Rec/Disb	Journal Entries					
10100 - MidWest One										
101 - GENERAL FUND	\$966,596.24	\$593,095.04	(\$1,446,936.57)	0	\$0.00	(\$187,639.78)	(\$74,885.07)	\$2,328,794.96	\$2,253,909.89	In Balance
201 - PARKS SPECIAL FU	\$190,844.39	\$675.91	(\$33,031.00)	0	\$0.00		\$158,489.30	\$575,035.30	\$733,524.60	In Balance
204 - HERITAGE PRESER	\$7,039.56	\$0.99	(\$4,500.00)	0	\$0.00		\$2,540.55	\$2,540.55	\$5,081.10	In Balance
205 - RECYCLING	\$22,324.39	\$8,019.31	(\$5,776.00)	0	\$0.00	(\$1,127.08)	\$23,440.62	\$23,440.62	\$46,881.24	In Balance
206 - FIRE ENGINE	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
208 - BUY FORFEITURE	\$1,319.30	\$0.23		0	\$0.00		\$1,319.53	\$1,319.53	\$2,639.06	In Balance
210 - GRANT AND AID MA	(\$0.18)	\$0.00	(\$9,192.15)	0	\$0.00		(\$9,192.33)	(\$9,192.33)	(\$18,384.66)	In Balance
211 - AMERICRESCPLAN	\$357,720.67		(\$250,819.40)	0	\$0.00		\$106,901.27	\$106,901.27	\$213,802.54	In Balance
225 - PIONEER DAY	\$28,657.53	\$7,358.15	(\$550.00)	0	\$0.00		\$35,465.68	\$55,453.68	\$90,919.36	In Balance
270 - EDA	\$280,469.51	\$4,843.30	(\$358,516.86)	0	\$0.00		(\$73,204.05)	\$1,918,083.84	\$1,844,879.79	In Balance
301 - 2010A G.O. CAPITAL	\$3.27	\$0.00		0	\$0.00		\$3.27	\$3.27	\$6.54	In Balance
302 - 2018 BAILEY MEADO	\$233,123.69	\$2.17	(\$224,978.13)	0	\$0.00		\$8,147.73	\$8,591.73	\$16,739.46	In Balance
303 - 2012 STREET NORT	\$19,815.58	\$4.64		0	\$0.00		\$19,820.22	\$19,820.22	\$39,640.44	In Balance
304 - 2016B GO BOND WA	(\$5,850.25)		(\$100.00)	0	\$0.00		(\$5,950.25)	(\$5,950.25)	(\$11,900.50)	In Balance
305 - 2013 STREET ASSES	(\$0.27)		(\$97,869.70)	0	\$0.00		(\$97,869.97)	(\$97,869.97)	(\$195,739.94)	In Balance
306 - 2014 STREET ASSES	\$181,675.85	\$172.47	(\$194,852.51)	0	\$0.00		(\$13,004.19)	\$483,446.81	\$470,442.62	In Balance
307 - 2016A GO BOND ST	\$75,829.91	\$7.35	(\$43,815.00)	0	\$0.00		\$32,022.26	\$32,022.26	\$64,044.52	In Balance
308 - CERIFICATES OF IN	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
312 - 2020 12TH ST & 12T	\$248,258.31	\$1,712.56	(\$83,525.00)	0	\$0.00		\$166,445.87	\$166,445.87	\$332,891.74	In Balance
313 - 2000B GO IMP BOND	\$0.22			0	\$0.00		\$0.22	\$0.22	\$0.44	In Balance
315 - 2002A \$690,000 BON	(\$0.12)	\$0.00		0	\$0.00		(\$0.12)	(\$0.12)	(\$0.24)	In Balance
316 - PFA/TRLF REVENUE	\$4,771.29	\$0.32		0	\$0.00		\$4,771.61	\$4,771.61	\$9,543.22	In Balance
318 - CITY/FIRE HALL	\$294,699.10	\$12.30	(\$357,220.00)	0	\$0.00		(\$62,508.60)	(\$62,508.60)	(\$125,017.20)	In Balance
321 - 2006A EQUIP CERTI	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
322 - 2011A GO BONDS	\$117,043.79	\$303.66		0	\$0.00		\$117,347.45	\$117,347.45	\$234,694.90	In Balance
401 - EQUIPMENT REVOL	\$402,055.13	\$126,710.31	(\$201,590.40)	0	\$0.00		\$327,175.04	\$483,292.04	\$810,467.08	In Balance
402 - 2018 BAILEY MEADO	\$11,195.94	\$1.43		0	\$0.00		\$11,197.37	\$88,765.14	\$99,962.51	In Balance
405 - T.H. HWY 61	\$2.54			0	\$0.00		\$2.54	\$2.54	\$5.08	In Balance
407 - 2016B GO BOND (W	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
408 - 2016A GO BOND ST	\$73,581.51	\$217.86		0	\$0.00		\$73,799.37	\$73,799.37	\$147,598.74	In Balance
409 - 2013 STREET RECO	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
410 - 2014 STREET RECO	\$3,587.13	\$0.84		0	\$0.00		\$3,587.97	\$173,493.97	\$177,081.94	In Balance
411 - BUILDING FUND	\$240,610.37	\$2,809.31	(\$44,500.28)	0	\$0.00		\$198,919.40	\$611,060.40	\$809,979.80	In Balance
412 - 2020 12TH ST & 12T	\$36,916.59	\$225.86	(\$540.00)	0	\$0.00		\$36,602.45	\$36,602.45	\$73,204.90	In Balance
416 - 4TH AVENUE RAVIN	\$12,862.25	\$3.02		0	\$0.00		\$12,865.27	\$12,865.27	\$25,730.54	In Balance

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

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Fund	Begin 2023	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance NO Investments	Investments	Balance	
				Rec/Disb	Journal Entries					
417 - NORTH RAVINE	\$12,622.43	\$2.96		0	\$0.00		\$12,625.39	\$13,057.39	\$25,682.78	In Balance
418 - CITY/FIRE HALL	\$86,628.84		(\$212,760.31)	0	\$0.00		(\$126,131.47)	(\$126,131.47)	(\$252,262.94)	In Balance
422 - FEMA-17TH STREET	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
423 - 2011A EQUIPMENT	\$0.00			0	\$0.00		\$0.00	\$0.00	\$0.00	In Balance
601 - WATER FUND	\$143,074.70	\$385,598.26	(\$246,240.91)	0	\$0.00	(\$69,756.38)	\$212,675.67	\$1,068,432.67	\$1,281,108.34	In Balance
602 - SEWER FUND	\$316,831.85	\$484,197.68	(\$337,599.81)	0	\$0.00	(\$72,389.90)	\$391,039.82	\$1,711,058.94	\$2,102,098.76	In Balance
603 - STREET LIGHT FUN	\$107,398.51	\$41,156.56	(\$29,143.12)	0	\$0.00	(\$7,522.28)	\$111,889.67	\$269,451.67	\$381,341.34	In Balance
604 - STORM WATER FUN	\$146,356.43	\$77,182.24	(\$103,193.84)	0	\$0.00	(\$11,164.62)	\$109,180.21	\$205,853.21	\$315,033.42	In Balance
	<u>\$4,618,066.00</u>	<u>\$1,734,314.73</u>	<u>(\$4,287,250.99)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$349,600.04)</u>	<u>\$1,715,529.70</u>	<u>\$10,290,101.51</u>	<u>\$12,005,631.21</u>	



MSA Engineer's Report

To: Mayor Laurie Elliott and Newport City Council Members
Joe Hatch, City Administrator

From: Jon Herdegen, P.E. – City Engineer

Date: July 17, 2023 for the July 19th City Council Meeting

Subject: Lateral Lining Improvements

Over the past 5 weeks, staff has been working with property owners within the sanitary sewer lateral lining project to provide televising information and costs to perform additional work beyond the initial 10-foot lining. We are pleased to report that 18 property owners decided to take advantage of the competitive pricing provided by MBI and proceed with installing liners further up their lateral line. There are still a few property owners that remain interested, but the initial televising was inconclusive, so they were uncomfortable making a definitive decision. MBI plans to return to the site during the week of July 24th to begin cleaning the initial 10 feet of each service line and the entire length of the service lines that will include additional lining work.

As discussed previously, MBI expressed concern regarding their ability to install liners where there is a protruding pipe transition. After the lines are cleaned and further inspected, MBI will be able to identify which services they are uncomfortable installing a liner without a cleanout. A cleanout installed on the lateral service provides MBI the ability to monitor the installation of the liner to ensure success. For the properties that MBI cannot complete the full 10 feet of initial lining without a cleanout, City Staff will reach out to the property owners directly to explain the situation and determine if they would like to have a cleanout installed or stop the lining short of the transition. Unfortunately, Public Facilities Authority (PFA) has confirmed to Staff that the State Bonding Bill funds cannot be used to pay for a portion of the cleanouts since the improvement will be constructed on exclusively private property. The installation cost of each cleanout is \$1,500. The cleaning process is expected to take about 2 weeks so we should have a definitive number of affected properties to share at the second Council Meeting in August. Lining installation work is expected to begin in early September.

Action Requested: None.



MSA Engineer's Report

To: Mayor Laurie Elliott and Newport City Council Members
Joe Hatch, City Administrator

From: Jon Herdegen, P.E. – City Engineer

Date: July 17, 2023 for the July 19th City Council Meeting

Subject: CSAH38 Multi-Use Trail Improvements

The contractor for the CSAH38 Trail Improvements project, Danner Inc., has mobilized to the site and started installing traffic control. They are also preparing for a temporary watermain bypass by placing a temporary watermain beneath 21st Street which will be disinfected and tested prior to placing the line in use. Danner expects to implement the bypass late this week or early next week. When the temporary bypass is placed into service, there will be a brief (approximately 4 hour) water service interruption for the properties north of 21st Street including the Red Rock Square Apartments.

Action Requested: None.

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the “**Lease**”), is effective as of the ____ day of _____, 2023 (the “**Effective Date**”) by and between **Marathon Petroleum Company LP**, a Delaware limited partnership (“**Lessor**”), whose address is c/o Real Estate Department, 539 South Main Street, Findlay, Ohio 45840, and the City of Newport, a Minnesota municipal corporation, (“**Lessee**” or “**City**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. Lessor owns the land described and depicted on Exhibit A attached hereto and incorporated herein (the “**Premises**”).

B. Lessor seeks to lease the Premises to City, and City seeks to lease the Premises from Lessor to operate and maintain a dog park for public use (the “**Park**”) to be located on the Premises.

C. Lessor additionally owns property abutting the Premises (the “**Lessor’s Additional Property.**”)

C. The Parties desire to set forth their agreement as to the lease of the Premises by Lessor to City for the purpose of creating the Park.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PREMISES

1.1 Lessor leases to City the Premises, together with all rights and appurtenances and all rights of ingress and egress pertaining thereto, upon the terms and conditions set forth in this Lease. Except as otherwise set forth in this Lease, the Premises are being delivered to City and City accepts the Premises in their existing “as is” condition, without representations or warranties of any kind by Lessor with respect to the Premises, and City hereby disclaims all implied warranties of any kind, including warranties of fitness for a particular purpose, merchantability, or habitability.

ARTICLE II LESSOR RETAINED RIGHTS AND OTHER ACCESS RIGHTS

2.1 Lessor retains the following rights (“**Lessor’s Retained Rights**”), and all rights of City under this Lease are subject to the exercise by Lessor of Lessor’s Retained Rights:

(a) Non-exclusive right of ingress and egress of pedestrian and vehicular traffic in, to, over, across, and through all private roads now or hereafter located on or that extend over, across, and through the Premises as necessary for the use, operation, and maintenance of the Lessor’s Additional Property.

(b) Non-exclusive right of access in, to, over, under, across and through the Premises for the purpose of creating, installing, constructing, maintaining, using, repairing, altering and replacing equipment, systems, utility infrastructure, or buildings currently or hereafter serving the Lessor's Additional Property.

2.2 Lessor may enter upon the Premises at all reasonable times for the purpose of inspecting the Premises and in order to exercise Lessor's rights and perform its obligations under this Lease. Lessor may, during the progress of any work performed by Lessor on the Premises, keep and store upon the Premises all necessary materials, tools, and equipment.

2.3 Lessor shall, in its sole and absolute discretion, have the right to request law enforcement or emergency responders to temporarily close the Park and/or restrict access to the Premises in the case of an emergency or event at Lessor's Additional Property that could create a safety issue to the public. Once the situation has been resolved, Lessor would have sole authority to re-open the Park and/or lift the restricted access to the Premises.

2.4 Lessor will use its commercially reasonable efforts to not unduly or unreasonably interfere with the operation of City's Park by reason of Lessor's access to the Premises under any provision of this Article 2.

ARTICLE III

TERM

3.1 **Terms.** The term of this Lease will be for ten (10) years, commencing at 12:01 a.m. local time on the Effective Date ("Initial Term"). At the end of the Initial Term, this Lease shall automatically renew for successive one (1) year terms ("Renewal Term"), unless City gives written notice of non-renewal to the Lessor at least ninety (90) days prior to the end of the Initial Term or a Renewal Term.

3.2 **Termination.** Either Party may terminate the lease on 90 days' written notice to the other Party or immediately, upon mutual agreement of the Parties.

ARTICLE IV

RENT

4.1 **Rent.** City will pay Lessor annual rental (the "Rent") in the amount of Ten and 00/100 Dollars (\$10.00), which will be due and payable in advance on the Effective Date of this Lease and on the anniversary date of each year thereafter during the Initial Term and each subsequent Renewal Term.

ARTICLE V

USE

5.1 City may use the Premises for any purpose consistent with the reasonable and customary conduct by City in the operation of and the maintenance of the Park.

ARTICLE VI **UTILITIES**

6.1 All utilities used by City, if any, on the Premises will be paid for by City.

6.2 No utility infrastructure will be installed without written consent of Lessor. All cost associated with utility infrastructure installation and maintenance will be the responsibility of City.

ARTICLE VII **COVENANT AGAINST LIENS**

7.1 City will not permit any mechanic's lien or other lien, charge or order for the payment of money to be filed against the Lessor Property. If, because of any act or omission of City, any mechanic's lien or other lien, charge or order for the payment of money is filed against the Lessor Property, City will, at its own cost and expense, cause the same to be discharged of record or bonded over within 60 days after the earlier of (a) receipt by City of written notice from the lienor that the lien has been filed or (b) receipt by City of written notice from Lessor that the lien has been filed.

7.2 If City fails to discharge or bond over any lien within the time period required by Section 7.1, Lessor may, but will not be obligated to, discharge or bond over the lien, in which case City will reimburse Lessor's costs in connection therewith (including reasonable attorneys' fees), plus interest from the date Lessor incurs the costs until the date City reimburses Lessor therefor at an annual rate equal to the lesser of (a) 12% per annum and (b) the maximum interest rate permitted by law.

ARTICLE VIII **TAXES**

8.1 Any and all real estate taxes, ad valorem taxes, rental taxes and assessments (collectively, "**Taxes and Assessments**") levied against the Premises and the Park during the Term will be paid by Lessor. Both Lessor and City will be responsible for any taxes levied on their own personal property, if applicable.

ARTICLE IX **MAINTENANCE, REPAIRS AND IMPROVEMENTS**

9.1 City will, at City's sole cost and expense, keep the Premises and the Park in good repair and leasable condition. City will be responsible for day-to-day maintenance, including but not limited to mowing, snow removal, and animal waste clean-up and disposal.

ARTICLE X **COMPLIANCE WITH APPLICABLE LAWS**

10.1 Lessor represents and warrants that Lessor and its subsidiaries and assigns and, to the best of Lessor's knowledge, the directors, officers, agents, employees and affiliates of Lessor and its subsidiaries and assigns, are and shall remain in compliance with any and all United States

federal, state and local laws, rules and regulations including, but not limited to, the USA PATRIOT Act, Homeland Security Act and Executive Order No. 13224 dated 9/24/01 and the sanctions regulations and executive orders administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). Additionally, Lessor agrees that it shall comply with any reasonable requests made by City to certify continued compliance in the future with any such laws, rules and regulations. Should City at any time determine that Lessor or its subsidiaries and assigns, or any directors, officers, agents, employee or affiliates of Lessor or its subsidiaries and assigns are identified on the OFAC Specially Designated Nationals and Blocked Persons List ("SDN List"), Appendix A to 31 C.F.R. Chapter V or on any other such list maintained by the U.S. Government from time to time; or that Lessor or its subsidiaries and assigns, or any directors, officers, agents, employee or affiliates of Lessor or its subsidiaries and assigns, are owned or controlled by a party identified on the SDN List or any other such list; or that any funds to be provided by Lessor, if any, are derived directly or indirectly from any transaction in violation of U.S. law, rule or regulation, then City shall have the right to immediately terminate this Lease without owing any further obligation or liability to Lessor. Finally, City shall have the right to take any and all steps necessary to comply with applicable federal, state and local laws, rules and regulations, including but not limited to turning over any money paid by Lessor to City under this Lease to a blocked account at a U.S. financial institution as required by the applicable government agency with jurisdiction.

10.2 City, at its sole cost and expense, shall promptly comply with all required permits and environmental laws now or hereafter enacted or promulgated that apply to the Premises. City shall keep and maintain the Premises in compliance with and shall not cause or allow the Premises to be in violation of any environmental laws or any required permits.

ARTICLE XI

INSURANCE

11.1. City's Insurance. City agrees to take out and keep in force during the term hereof, without expense to Lessor, with an insurance company with general policy holder's rating of not less than A- as rated in the most current Best's Insurance Reports, or other company acceptable to Lessor, the policies of insurance as set forth below. City shall be permitted to obtain the insurance required under this Paragraph 11 by providing a blanket policy of insurance only if such blanket policies expressly provide coverage to the Premises and Lessor as required by this Lease without regard to claims made under such policies with respect to other persons or properties and in such form and content reasonably acceptable to Lessor. The Commercial general liability, Workers' Compensation, Environmental liability, and Business automobile policies shall be on an occurrence basis and contain a standard separation of insureds provision and shall name Lessor and its affiliates as additional insureds on a primary and non-contributory basis. Nothing in this Agreement shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.

A. Commercial general liability insurance, in the name of City, insuring against any liability from the use and occupancy of the Premises and the Park operated by City. All such policies shall be written to apply to all bodily injury or death, property damage and personal injury losses, and shall include blanket contractual liability (including City's indemnity obligations under this Lease), broad form property damage liability, premise-

operations and products-completed operations and shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke or fumes from hostile fire, a contractual liability endorsement, and provide primary coverage to Lessor (any insurance policy issued to Lessor providing duplicate or similar coverage shall be deemed to be excess over City's policies), in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$2,000,000 per occurrence. In addition, such policy of insurance shall include coverage for any potential liability arising out of or because of any construction, work of repair, maintenance, restoration, replacement, alteration, or other work done on or about the Premises by or under the control or direction of City;

B. Workers Compensation insurance as required by the state law applicable in the state in which the Premises is located with Employers Liability insurance with limits of not less than \$2,000,000.00 per occurrence; and

C. Business automobile liability insurance covering owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 combined single limit (bodily injury and property damage) per occurrence.

11.2. Certificates of Insurance. All policies of insurance set forth in Paragraph 11.1 above, shall provide that copies of the policies or certificates thereof showing the premium thereon to have been paid, shall be delivered to Lessor prior to the Commencement Date and thereafter thirty (30) days prior to each renewal date. All such policies shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days prior written notice to Lessor. If City fails to procure and keep in force such insurance, Lessor may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by City to Lessor as additional rent. Such insurance may be provided by a blanket insurance policy covering the Premises, so long as the coverage on the Premises is at all times at least as great as required by this Paragraph 11.

ARTICLE XII **INDEMNITY**

12.1 City's Indemnity. City shall indemnify, defend and hold harmless the Lessor, its shareholders, directors, officers, partners, employees, agents and subcontractors ("Indemnitees") harmless from and against: (i) all claims of whatever nature against the Indemnitees arising from any act, omission, or negligence of City, its contractors, licensees, agents, servants, employees, invitees, or visitors; (ii) all claims against the Indemnitees arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises; (iii) all claims against the Indemnitees arising from any accident, injury, or damage occurring outside of the Premises but anywhere within or about the Property, where such accident, injury, or damage results or is claimed to have resulted from an act, omission, or negligence of Lessee or Lessee's contractors, licensees, agents, servants, employees, invitees or visitors; and (iv) any breach, violation or non-performance of any covenant, condition, or agreement in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed, and performed.. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, and

expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, but shall be limited to the extent any insurance proceeds collectible by Lessor or such injured party with respect to such damage or injury are insufficient to satisfy same. The City shall have no liability for any consequential damages suffered either by Lessor or by any party claiming through Lessor. Nothing in this Agreement shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.

12.2 Lessor's Indemnity. Lessor shall indemnify, defend and hold harmless City, its shareholders, directors, officers, partners, employees, and agents harmless from and against all claims against City arising from any direct damage to the Premises and any bodily injury to City's employees, agents or invitees resulting from the negligence of Lessor or its agents. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, but shall be limited to the extent any insurance proceeds collectible by City or such injured party with respect to such damage or injury are insufficient to satisfy same. Lessor shall have no liability for any consequential damages suffered either by City or by any party claiming through City.

ARTICLE XIII **CASUALTY**

13.1 If any City property on the Premises is damaged or destroyed by fire or other casualty, all costs and expenses of repair and replacement thereof will be borne by City.

ARTICLE XIV **CONDEMNATION**

14.1 If all of the Premises are condemned, appropriated or otherwise taken by right of eminent domain (in any such case, a "**Taking**"), this Lease will terminate on the date of the Taking. In the event of a Taking of such portion of the Premises sufficient to materially interfere with the City's operation of the Park as City reasonably determines, City will have the right to terminate this Lease as of the date of the Taking so long as City provides a written termination notice to Lessor within 30 days after the date of the Taking.

ARTICLE XV **ASSIGNMENT, MORTGAGES, SUBLEASING AND OTHER TRANSFERS**

15.1 City may not, without the prior written consent of Lessor, assign this Lease, mortgage City's leasehold interest under this Lease, sublet all or any part of the Premises or grant a license or other right to any other person or entity to use all or any part of the Premises. Any such assignment, leasehold mortgage, sublease, license or other grant of a use right of the Premises made in contravention of this Section 15.1 without Lessor's prior written consent, which may be withheld in Lessor's sole and absolute discretion, will constitute an Event of Default under this Lease.

ARTICLE XVI

DEFAULT

16.1 The occurrence of any of the following will constitute an event of default (“**Event of Default**”) under this Lease:

(a) Party’s failure to perform any covenant or condition of this Lease not cured or removed within 30 days after the defaulting Party’s receipt of written notice of failure to perform from the other Party or in the case of a default that cannot be cured within 30 days, a failure of the defaulting Party to commence a cure within 30 days and prosecute such cure to completion as soon as reasonably feasible under the circumstances.

16.2 The remedies of Parties set forth in this Article 16 are not intended to be exclusive of any other remedies available to either Party at law or in equity, and exercise of one remedy does not preclude exercise of another, whether set forth in this Lease or otherwise available at law or in equity.

16.3 Should either Party be in default with respect to any of the covenants and conditions of this Lease, the other Party shall notify the defaulting Party, said notice stating specifically the default, and the defaulting Party shall have thirty (30) days after the receipt of said notice to perform any noticed covenants or conditions. On failure to do so, the non-defaulting Party may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this Lease cancelled and be relieved from further liability, hereunder.

16.6 In the event that Lessor or City waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

16.7 All notices and demands herein required or permitted shall be in accordance with Article 20.8 herein.

ARTICLE XVII

LIMITATION ON LIABILITY

17.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NONE OF LESSOR OR ANY OTHER LESSOR INDEMNITEE, LESSEE OR ANY OTHER LESSEE INDEMNITEE OR ANY AFFILIATES OF LESSOR OR LESSEE WILL BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT (INCLUDING BASED ON LOST PROFITS, MULTIPLE OF PROFITS OR EBITDA OR ANY SIMILAR MEASURE), PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS LEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY (EXCEPT ANY SUCH DAMAGES CLAIMED BY A THIRD PARTY AND COVERED BY AN INDEMNITY OBLIGATION HEREIN), AND EACH OF LESSOR AND LESSEE, FOR ITSELF AND ON BEHALF OF ITS AFFILIATES, AND EACH OTHER LESSOR INDEMNITEE AND EACH OTHER LESSEE INDEMNITEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO ANY SUCH

CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS LEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE XVIII **QUIET ENJOYMENT**

18.1 **Quiet Enjoyment.** So long as City complies with its covenants in this Lease, City will have the peaceable possession and quiet enjoyment of the Premises without interference by Lessor or hindrance of any person or persons claiming title thereto or interest therein.

ARTICLE XIX **CITY'S PROPERTY**

19.1 Upon expiration or termination of this Lease for any reason, at Lessor's option, Lessor may require City, at City's sole cost and expense, to remove any and all personal property located in the Park and to return the Premises to the same condition it was prior to the establishment of the Park within sixty (60) days after the expiration or termination of the Lease.

ARTICLE XX **GENERAL TERMS**

1. **Voluntary and Knowing Action.** The Parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents hereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

2. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

3. **Dispute Resolution.** Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

4. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either Party shall have notified the other Party. The Parties' representatives for notification for all purposes are:

If to Lessor: Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
Attention: Real Estate Department

If to City: City of Newport
2060 1st Avenue
Newport, MN 55055
Attn: City Administrator

5. **Assignment.** This Lease may not be assigned by either Party without the written consent of the other Party, except that Lessor shall have the right to assign or transfer its rights and obligations hereunder to any affiliate entity of Lessor without consent of the City.

6. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing and signed by authorized representatives of the Parties.

7. **Force Majeure.** The Parties shall each be excused from performance under this Lease while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Lease then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.

8. **Compliance with Laws.** The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Lease or to the facilities, programs and staff for which the Party is responsible.

9. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Lease as if fully set forth herein.

10. **Governing Law.** This Lease shall be deemed to have been made and accepted in Washington County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Lease without regard to its choice of law or conflict of laws principles.

11. **Data Practices.** The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* Lessor agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. This does not create a duty for Lessor to provide the public with

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

12. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

13. **Entire Agreement.** These terms and conditions constitute the entire agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Lease.

14. **Headings and Captions.** Headings and captions contained in this Lease are for convenience only and are not intended to alter any of the provisions of this Lease and shall not be used for the interpretation of the validity of the Lease or any provision hereof.

15. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Lessor arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be effective as of the Effective Date.

LESSOR:

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: _____

Name: _____

Title: _____

LESSEE/ CITY:

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of Premises

Being Section 01 Township 027 Range 022 PT OF SW1/4-NW1/4 E 125FT OF VAC LOTS 1 & 3 VAC BLK 50 & VAC 6TH ST & W 15FT OF VAC LOTS 2 & 4 OF VAC BLK 51 TOWN OF NEWPORT VAC LOTS 1, 2, 3, & 4 OF VAC BLK 4 E 10FT OF VAC ALLEY ON WLY SIDE OF LOTS 1, 2, 3 & 4 VAC BLK 4 & WLY 40FT OF VAC 1ST ST LYING NLY OF RR R/

And

Being Section 01 Township 027 Range 022 PT NW1/4-NW1/4 & SW1/4-NW1/4 012722 E 125FT OF VAC LTS 2 & 4 VAC BLK 51 TOWN OF NEWPORT E 40FT OF VAC FIRST ST LYING NLY OF RR R/W W 85FT OF VAC LOT 28 VAC LOTS 2, 3, 25, 26, & 27 & VAC ALLEY LYING NLY OF RR R/W & S OF LINE 40FT S OF N LINE OF VAC BLK 3 & W OF LOTS

And

Being Section 01 Township 027 Range 022 PT SW1/4-NW1/4 & PT NW1/4-NW 1/4 DESC AS FOLL VAC LTS 1 & 3 OF VAC BLK 51 TOWN OF NEWPORT TOG WITH VAC ALLEY LYING W OF SD LTS ALSO VAC LT 1 & E 55FT OF VAC LT 28 OF VAC BLK 3 TOG WITH VAC ALLY LYING BETW SD LTS 1 & 28 SD VAC BLK 3 PTS SUBJ TO PERM EASE

And

Being Section 01 Township 027 Range 022 PT NW1/4-NW1/4 BEING N 75FT OF W 175FT OF VAC BLK 50

And

Being Section 01 Township 027 Range 022 PT NW1/4-NW1/4 BEING W 175FT EXC N 75FT OF VAC BLK 50 TOWN OF NEWPORT & N 50FT OF W 150FT OF VAC BLK 4 ST PAUL PK DIV #1 & VAC E 25FT OF MAIN ST NOW 5TH AVE LYING BETW N LN OF SD BLK 4 EXT W & S LN OF N 50FT OF SD BLK 4 EXT W

And

Being Section 01 Township 027 Range 022 PT OF SW1/4-NW1/4 S 75FT OF N 125FT OF W 150FT OF VAC BLK 4 ST PAUL PK DIV #1 & VAC E 25FT OF MAIN ST NOW 5TH AVE LYING BETW N & S LINES OF ABOVE DESC TRACT EXT W

And

Being Section 01 Township 027 Range 022 PT SW1/4 OF NW1/4 FKA LOTS 29-30 BLK 4 ST. PAUL PARK DIV NO. 1 NOW VAC TOGETHER WITH ELY 25 OF MAIN ST NOW VAC ADJOINING WLY ENDS OF SD LOTS 29 & 30 & WLY 10 FT OF THE ALLEY NOW VAC ADJOINING ELY ENDS OF SD LOTS 29 & 30

Depiction of Premises

