



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
JUNE 4, 2015 – 5:30 P.M.**

MAYOR: Tim Geraghty
COUNCIL: Tom Ingemann
Bill Sumner
Tracy Rahm
Dan Lund

City Administrator: Deb Hill
Supt. of Public Works: Bruce Hanson
Chief of Police: Curt Montgomery
Fire Chief: Steven Wiley
Executive Analyst: Renee Eisenbeisz

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. 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 of the May 21, 2015 Regular City Council Meeting
 - B. Minutes of the May 21, 2015 City Council Workshop Meeting
 - C. List of Bills in the Amount of \$138,128.68
 - D. Liquor License for Booya
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
 - A. Approval of City's Strategic Initiatives
 - B. **Public Hearing** - To consider, and possibly adopt, amendments to Chapter 5, Alcoholic Beverages
 1. **Ordinance No. 2015-3** - Amending Chapter 5, Alcoholic Beverages
 - C. Building Inspections Agreement with Cottage Grove
 - D. Firefighter Minimum Wage Compliance
10. ATTORNEY'S REPORT
11. POLICE CHIEF'S REPORT
12. FIRE CHIEF'S REPORT
13. ENGINEER'S REPORT

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

A. Public Hearing - To Receive Public Opinion on the Adequacy and Effectiveness of the Storm Water Pollution Prevention Program

1. Open Public Hearing
2. Presentation
3. Receive Public Opinion
4. Close Public Hearing
5. Accept Annual Report for 2014

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- | | | |
|--------------------------------|---------------|-----------|
| 1. Planning Commission Meeting | June 11, 2015 | 6:00 p.m. |
| 2. City Council Meeting | June 18, 2015 | 5:30 p.m. |
| 3. Park Board Meeting | June 25, 2015 | 6:30 p.m. |



**City of Newport
City Council Minutes
May 21, 2015**

1. CALL TO ORDER

Mayor Geraghty called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL -

Council Present – Tim Geraghty; Bill Sumner; Tracy Rahm; Dan Lund

Council Absent – Tom Ingemann

Staff Present – Deb Hill, City Administrator; Bruce Hanson, Supt. of Public Works; Steve Wiley, Fire Chief; Renee Eisenbeisz, Executive Analyst; Fritz Knaak, City Attorney; Jon Herdegen, City Engineer;

Staff Absent – Curt Montgomery, Police Chief;

4. ADOPT AGENDA

Motion by Sumner, seconded by Rahm, to adopt the Agenda as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

5. ADOPT CONSENT AGENDA

Motion by Sumner, seconded by Rahm, to approve the Consent Agenda as presented, which includes the following items:

- A. Minutes of the May 7, 2015 Regular City Council Meeting
- B. List of Bills in the Amount of \$165,035.21
- C. Publication of Ordinance No. 2015-1
- D. Chicken Permit for 3010 Bailey Road
- E. Gambling Permit for Booya
- F. **Resolution No. 2015-10** - Amending Resolution No. 2015-7

With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

A. Presentation of the Betty Haugen Preservation Award

Linda Michie, Heritage Preservation Commission Chair - Every May during National Historic Preservation Month, the City of Newport honors an individual or organization that has made an outstanding contribution to the preservation, protection, and use of Newport's historic buildings and sites. This year, the Haugen Award goes to the Newport Library Advisory Committee in recognition of their efforts to preserve and adaptively reuse the historic Newport Public Library. Built in 1868 as the Newport Baptist Church, the Gothic Revival style building has housed the Newport Library since 1889. The Library is a designated Newport heritage landmark and is one of the oldest continuously operating libraries in the State of MN. This year marks the thirteenth annual presentation of the Haugen Award, which is named for Betty Ann Haugen, a longtime Newport resident and one of the original members of the city's Heritage Preservation Commission, who passed away in 2002. Here to accept the award is Jo Bailey.

Jo Bailey, President of the Library Advisory Committee - Thank you, I'm very happy to accept this on behalf of the Library Advisory Committee, it will be cherished. I'd like to say a few words about our wonderful library. I think it was marvelous that in the 1880's, these people had a lot of foresight because we had a Mayor back then who said "We can get most of the pleasures of the world with a free public library." With that thought in mind, the second thing Newport did when they became a village was to start a library in the old school house. They Mayor's brother was the first librarian and had to read all of the books to make sure they were ok for the general public to read. We're in our 126th year and is either the first or second oldest library in MN. It had its grand opening December 14, 1889. We have a book about the history of the Library if any of you would like to read it. As you know, we're now the Library and Community Center which is working out really well.

Mayor Geraghty - I'd like to thank the Advisory Committee as well. It's a team effort, we have a lot of volunteers that work there and without them, it wouldn't be what it is either so I'd like to thank them as well for their time.

B. County Commissioner Karla Bigham - Public notice of an open house for input on the Library System and Strategic Plan to be held on May 27, 2015 from 7:00-9:00 p.m. at the Cottage Grove Washington County Center

County Commissioner Karla Bigham - Thank you for allowing me to come and briefly announce that the Washington County Library System is currently undergoing a strategic plan and there will be two public forums as part of that. They are next Wednesday, May 27 from 7:00 - 9:00 p.m. at the Cottage Grove Washington County Center and Thursday, June 4 from 7:00 - 9:00 p.m. at the Stillwater Government Center. Hopefully folks can stop by one of them and provide input. If you can't make it feel free to email me at karla.bigham@co.washington.mn.us.

7. MAYOR'S REPORT – Nothing to Report

8. COUNCIL REPORTS –

Councilman Rahm - I went to the refinery open house last weekend and was very impressed with what they did there. I think the Council should write a note of thanks and appreciation to them. I'd be happy to draft something up.

Councilman Sumner - I also attended the open house. The refinery has gone through several ownerships and I've been on the community advisory panel for the last half dozen years and the work they do to be a good and safe neighbor is quite impressive and I think it would be appropriate to send them a thank you note. There are a large number of people that work there that live in this community. They have a large impact on the safety and economy of this local area.

Councilman Lund - I met with representatives of Met Council, Deb, Bruce and Jon and we were talking about inflow and infiltration. Most of you are aware that I'm a little frustrated with their plan. The only data they've presented to mitigate it is \$200 million and that's a gross underestimate. This is important to Newport because we have a per capita inflow problem that's worse than anywhere else in the metro. I think by having inaccurate numbers is not helpful. It's a problem that should be in front of the legislature and Newport would be first in line. There was a good exchange of information both ways. We can spread out our assessment from last year to be capped at 25% from our annual waste water expense which is a significant reduction by letting us spread it out. They also seemed surprised by some of the issues we're having with our liners.

Supt. Hanson - We showed them some of the televising we did last year under the wet conditions, we're going to relay that to them to show some of the issues we're having with some of the work we've done. I think it was a good meeting.

Councilman Rahm - Do they understand our topography and how the bedrock influences it?

Supt. Hanson - We tried to explain that.

Councilman Lund - I think it was useful and will be ongoing discussions.

Mayor Geraghty - Is it premature to talk about a bonding request?

Councilman Lund - They don't have any data, their study is 10 years old and in that time, they've found that stopping the water is not as easy as they thought. What did they say about having some type of committee together?

Admin. Hill - They were looking at getting a group together to look at how the program should commence from here. They didn't say how that would be formulated. It would be for the entire seven county region.

Councilman Sumner - We should try to get a member on that.

9. ADMINISTRATOR'S REPORT – Nothing to report.

10. ATTORNEY'S REPORT - Nothing to report.

11. POLICE CHIEF'S REPORT - Nothing to report.

12. FIRE CHIEF'S REPORT –

Chief Wiley - To echo Councilman Sumner, we've had a good working relationship with the refinery as a mutual aid partner. We spent two training sessions there. I'd like to thank everyone that came out the meat raffle last Friday night, it was a blast and the fastest that we ever sold out of all our product. I'd like to thank Kay and her staff at the Cloverleaf for supporting us. Another thing, I think everyone heard, we had a fire May 9th. There were two garages on fire and they spread to the houses. We had Cottage Grove, St. Paul Park, and Woodbury out there and I'd like to thank them. We all worked extremely hard and did a great job mitigating the damage the best we could. Officer Crist from the Police Department also did a great job. He was the first on the scene and treated the injuries and updated the Fire Department as we were arriving. I'd also like to thank Mr. Hanson, he allowed us to use the Public Works facility and equipment for a training drill. It was one of the best drills we've had in the last ten years in regards to realism. We appreciate the collaboration.

Councilman Sumner - Who takes command when you have multiple departments come in?

Chief Wiley - It's up to the discretion of the department but 99.9% of the time, we are.

Councilman Sumner - How bad was the wind that day?

Chief Wiley - It was pushing pretty hard from the east so that was not good for us.

Councilman Sumner - The fire started in the most eastern garage?

Chief Wiley - Yes and there was a live power line that came down so we had to protect citizens and the fire fighters from that.

Councilman Sumner - Thanks to the guys. Can you add more volunteers?

Chief Wiley - We probably could.

13. ENGINEER'S REPORT –

Engineer Herdegen - Nothing formal, we're working on getting our restoration issues from last year's project under control. We got a newsletter out last week. We're encouraging people to mow to stop the weeds from coming up. The contractor is going to spray for weeds, fertilize and seed.

14. SUPERINTENDENT OF PUBLIC WORKS REPORT -

Councilman Sumner - How much rain have we had?

Supt. Hanson - There was one significant one where it was over an inch but I can't remember when that was.

Mayor Geraghty - How is the SCADA project going?

Supt. Hanson - It's going well.

Councilman Sumner - The maple leaves in the gutters, is that something we should sweep out? Is that a big deal to sweep?

Supt. Hanson - It is because we're pretty full up. Grass is more of a concern than the pods because of the seed and fertilizer.

15. NEW/OLD BUSINESS

16. ADJOURNMENT

Motion by Geraghty, seconded by Sumner, to adjourn the regular Council Meeting at 5:53 P.M. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz
Executive Analyst



**City of Newport
City Council Workshop Meeting Minutes
May 21, 2015**

1. ROLL CALL -

Council Present – Tim Geraghty, Bill Sumner, Tracy Rahm, Dan Lund

Council Absent – Tom Ingemann,

Staff Present – Deb Hill, City Administrator; Renee Eisenbeisz, Executive Analyst;

Staff Absent - Bruce Hanson, Superintendent of Public Works; Curt Montgomery, Police Chief; Steve Wiley, Fire Chief; Fritz Knaak, City Attorney; Jon Herdegen, City Engineer

2. DISCUSSION REGARDING WASHINGTON COUNTY'S WASTE PROCESSING EVALUATION

County Commissioner Karla Bigham and Judy Hunter, Senior Environmental Program Manager with Washington County, presented on this item as outlined in the May 21, 2015 City Council Workshop packet.

Councilman Rahm - What's our current recycling percentage?

Ms. Hunter - 51% for the two counties, to get to 75% requires a lot of changes.

Councilman Lund - What percentage of waste is taken to the landfill?

Ms. Hunter - In 2014, the two counties generated around 800,000 tons of waste, half of which was recycled, 320,000 was delivered to Resource Recovery.

Councilman Lund - What's the capacity of the facility?

Ms. Hunter - About 420,000 based on how much can be combusted at the Xcel facilities. If you used it in a different manner, you might have a different capacity.

Councilman Lund - Do you expect an increase of waste as the population increases?

Ms. Hunter - Yes.

Councilman Lund - Is it cost effective to increase the capacity of the plant to account for the future population growth?

County Commission Bigham - Our contract guarantees Resource Recovery 300,000 tons and they're permitted for 520,000 but the practical capacity is 420,000. If we had other emerging technologies that could help us get that other 20% is an option to prepare for that growth.

Councilman Lund - It just seems that we'll get to that soon and the current facilities are sufficient.

Ms. Hunter - That's part of expanding the use of the plant.

County Commissioner Bigham - The other factor is the 75% recycling rate, as we get closer to that, the amount that we would process would come down because we'd be using it in another way.

Councilman Lund - What percent of the waste is recycled rather than combusted?

Ms. Hunter - I'd have to look.

Councilman Lund - What is the per ton cost now?

Ms. Hunter - \$86.22.

Councilman Lund - But there's a rebate?

Ms. Hunter - A \$28 rebate. We don't know how much it costs RRT to operate per ton, we're trying to figure out how much it would cost the County.

Councilman Lund - So the price will go up for the hauler?

Ms. Hunter - No, we'd have a hauler rebate of \$7 -\$9.

Mayor Geraghty - What's the bottom line for the consumer?

Ms. Hunter - Eventually, the environmental charge on their bill will be reduced. About 44% of that is used currently for the \$8.4 million payment for processing.

Mayor Geraghty - That's under the public ownership? What about private?

Ms. Hunter - Yes, a larger portion of that will be needed for waste processing.

Mayor Geraghty - So the bill could go up?

County Commission Bigham - Yes. I've heard that the negotiations between RRT and the project board are not close at all. Right now, we pay \$8.4 million and they want more. This is why we're in this discussion too. There is a chance if we don't buy it that it wouldn't be a processing plant.

Mayor Geraghty - Deb or Renee, I'd like to see the conditional use permit for this facility.

Councilman Lund - There's no one else willing to pay \$26 million. It's worth less than \$10 million.

Mayor Geraghty - I'd also like to look at our original terms for the having a representative on the board.

Ms. Hunter - That's what I had heard going forward. The plan going forward is there would be a payment in lieu of taxes.

County Commissioner Bigham - I can guarantee you, there is no way that I will let anything happen to you in terms of property taxes.

Councilman Lund - Under public ownership, the volume would go up and there would probably be expansion.

Councilman Sumner - Is the facility large enough to expand?

Ms. Hunter - Under gasification, you wouldn't need to expand the building.

County Commissioner Bigham - Remember, right now, their only customer is Xcel. If we were to change the technologies in the future, there would be a different customer.

Councilman Lund - I would suggest to you that if you're frustrated with the negotiations on the subsidy it could be

because they really like the purchase price. They don't want to cut a deal on the subsidy because they want \$26 million.

Councilman Rahm - When does the current agreement expire?

County Commissioner Bigham - The end of this year. The haulers will start negotiations with RRT soon on the prices so that's why we're doing this now.

Mayor Geraghty - If the price has been determined, what are you arguing over?

Councilman Rahm - The price.

Councilman Lund - They don't have to take the option, if they decline, there's an opportunity to come up with a different price.

County Commission Bigham - The arbitrator has established a price because our appraiser and RRT's appraiser didn't agree.

Ms. Hunter - There's a number a things we have to put in place if the Board chooses to purchase.

Mayor Geraghty - We do have a say if the use changes in any way.

Executive Analyst Eisenbeisz - If there is a CUP or it's a legal, non-conforming, they can continue the use. If they discontinue it for a year or more, they have to conform to the code.

Mayor Geraghty - I'm trying to figure out if you don't come to an agreement, what happens?

County Commissioner Bigham - If we're not subsidizing the haulers, it is cheaper for them to go to Eau Claire and RRT will shut down because they won't have the product capability to sell to Xcel and they might shut down. This is business and we have a decision to make. I share your concerns about the price.

Councilman Lund - That's as a County citizen, from the City perspective, I think you're representing us very well. I just think the County's not getting a good deal.

County Commissioner Bigham - Instability in your town is the expense.

Mayor Geraghty - Three years at \$8 million, you've almost paid for the facility.

County Commissioner Bigham - Yes.

Mayor Geraghty - Would you bond for it?

County Commissioner Bigham - That hasn't been decided yet. We do have some cash in the CDC. We have decisions to make.

Mayor Geraghty - I'm trying to figure out what the impact is to residents, I think it'll be pretty small.

Ms. Hunter - Yes and right now the plan is to pay for the bond in that \$65 tip fee.

County Commissioner Bigham - Things I can take away from here is that you want to look at the CUP.

Mayor Geraghty - Yes and I think we're in favor of public ownership assuming you can come to the right price and terms. I want to make sure we have control over what's going on there.

County Commissioner Bigham - Could I get a call from you or Ms. Hill before next Thursday because that's when the

Board votes.

Mayor Geraghty - Yes, I'm sure Fritz has a huge file on it.

County Commissioner Bigham - Anything else?

Mayor Geraghty - No, I think we're in favor of moving forward, I just want to make sure the City has control over the end use.

Councilman Rahm - We're also concerned about the taxes.

County Commissioner Bigham - Mine too. Thanks for having us.

3. ADJOURNMENT

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz
Executive Analyst

Recurring

Paid Chk# 000459E	PSN	5/21/2015	\$165.44	Electronic payment fee
Paid Chk# 000460E	FEDERAL TAXES	5/28/2015	\$9,173.98	SS, Federal, Med
Paid Chk# 000461E	MN REVENUE	5/28/2015	\$1,855.23	State taxes
Paid Chk# 000462E	MSRS	5/28/2015	\$2,755.06	MSRS HCSP and Vol. retirement
Paid Chk# 000463E	SELECTACCOUNT	5/28/2015	\$35.87	HSPA monthly fee
Paid Chk# 000464E	SELECTACCOUNT	5/28/2015	\$849.07	HSPA
Paid Chk# 000465E	DELTA DENTAL OF MN	5/28/2015	\$1,237.46	
Paid Chk# 017496	BULLETIN LICENSE CENTER	5/18/2015	\$35.75	Title for new police vehicle
Paid Chk# 017497	RENEE EISENBEISZ	5/18/2015	\$184.00	Mileage reimbursement
Paid Chk# 017498	ASSURANT EMPLOYEE BENEFITS	5/21/2015	\$525.06	
Paid Chk# 017499	CENTURY LINK	5/21/2015	\$160.17	Phone lines
Paid Chk# 017500	XCEL ENERGY	5/21/2015	\$6,110.56	
Paid Chk# 017501	YOUTH SERICE BUREAU	5/21/2015	\$250.00	Donation
Paid Chk# 017502	DEBORA HILL	5/28/2015	\$225.00	Mileage reimbursement
Paid Chk# 017503	ING LIFE INSURANCE & ANNUITY	5/28/2015	\$150.00	
Paid Chk# 017504	LAW ENFORCEMENT LABOR SERVICES	5/28/2015	\$188.00	
Paid Chk# 017505	PERA	5/28/2015	\$8,824.20	
Paid Chk# 017506	VERIZON	5/28/2015	\$370.92	
Paid Chk# 017507	Holstad & Knaak, PLC	6/1/2015	\$5,200.00	
	Staff		\$28,373.29	

Non-recurring

Paid Chk# 017508	ALEXANDRIA TECH. & COMM. COLL.	6/4/2015	\$1,100.00	Training for 2
Paid Chk# 017509	ATOMIC-COLO, LLC	6/4/2015	\$75.00	
Paid Chk# 017510	CENTURY COLLEGE	6/4/2015	\$225.00	Fire training
Paid Chk# 017511	COMMERCIAL ASPHALT CO.	6/4/2015	\$56.21	Dura Drive
Paid Chk# 017512	EDS TROPHIES INC	6/4/2015	\$32.00	Newport Library Plaque
Paid Chk# 017513	FAIR OFFICE WORLD	6/4/2015	\$209.30	Office supplies
Paid Chk# 017514	FERGUSON WATERWORKS #2516	6/4/2015	\$363.98	Hydrant parts
Paid Chk# 017515	FIRST IMPRESSION GROUP	6/4/2015	\$1,315.00	Newsletter and new resident gu
Paid Chk# 017516	LEAF	6/4/2015	\$580.49	Copier and printer rental
Paid Chk# 017517	LEAGUE OF MN CITIES INS TRUST	6/4/2015	\$249.00	Volunteer insurance
Paid Chk# 017518	MENARDS - COTTAGE GROVE	6/4/2015	\$41.50	Fire Hall #1
Paid Chk# 017519	MCMA	6/4/2015	\$220.00	Membership dues
Paid Chk# 017520	MINNESOTA DEPARTMENT OF HEALTH	6/4/2015	\$1,508.00	Water supply service connectio
Paid Chk# 017521	MINNESOTA DEPARTMENT OF HEALTH	6/4/2015	\$23.00	Water supply system operator r
Paid Chk# 017522	MINUTEMAN PRESS	6/4/2015	\$255.00	Office supplies/business cards
Paid Chk# 017523	MMKR	6/4/2015	\$12,764.00	Completion of audit and financ
Paid Chk# 017524	MN BUREAU OF CRIMINAL APP.	6/4/2015	\$5.60	Shipping cost for training car
Paid Chk# 017525	MSA PROFESSIONAL SERVICES, INC	6/4/2015	\$23,566.00	City Engineering
Paid Chk# 017526	THE LOCK SHOP	6/4/2015	\$529.50	Lock set at Fire hall #1
Paid Chk# 017527	TKDA	6/4/2015	\$6,880.11	City planning
Paid Chk# 017528	TRUGREEN-CHEMLAWN	6/4/2015	\$567.00	Weed Control
Paid Chk# 017529	UNIFORMS UNLIMITED, INC.	6/4/2015	\$142.98	Class B Uniform & Equipment
Paid Chk# 017530	WASHINGTON CTY PROPERTY RECORD	6/4/2015	\$1,197.00	Special Assessment billing
Paid Chk# 017531	WASHINGTON CTY PROPERTY RECORD	6/4/2015	\$19,173.95	Assessing service fee
Paid Chk# 017532	WASHINGTON CTY PUBLIC HEALTH	6/4/2015	\$130.00	Hazardous waste generator invo
Paid Chk# 017533	YOUTH SERICE BUREAU	6/4/2015	\$250.00	Donation
			\$138,128.68	



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number	
Newport Firefighters Relief Association		Jan 1, 1953	3317629	
Address	City	State	Zip Code	
596 7th Avenue	Newport	Minnesota	55055	
Name of person making application		Business phone	Home phone	
Matthew Aune		(651) 332-4820		
Date(s) of event	Type of organization			
7/12/15	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip
X Matthew Aune		Newport	Minnesota	55055
Add New Officer				

Location where permit will be used. If an outdoor area, describe.
 Newport Fire Hall #1
 155 20th Street
 Newport, MN 55055
 Tent on Fire Hall Property adjacent to building

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 Beer purchased from:
 JJ Taylor Distributing Company of MN, Inc.
 701 Industrial Blvd NE
 Minneapolis, MN 55413

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Garry Insuracenter (651-777-8361)
 \$1,000,000

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

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



City of Newport, Minnesota Strategic Plan



2015

OVERVIEW

City of Newport

Newport is primarily a residential community and its strength is the people who live within the City. Newport is a small river community with residential streets bordered by large trees, which wind their way along the river's edge and the bluff lands. Newport's small town persona is retained within its people and its physical environment even though it is within a 15 minute commute to St. Paul and Minneapolis. With a population of 3,435, Newport continues to encourage growth and development within the community.

Even with numerous strengths and assets, the City is faced with challenging issues and exciting opportunities. This policy and plan is to ensure these issues and opportunities addressed are in a timely, efficient and effective manner. The City seeks to create positive outcomes through a realistic and practical work plan. To that end, Newport is served by a strong vision and mission statement.

City Vision Statement

Newport is a historic city on the Mississippi River where small-town tradition is preserved. The City is known for a strong work ethic and self-reliance where a shared sense of community pride fosters active family neighborhoods, expanding business opportunities, and a healthy lifestyle for all to enjoy!

City Mission Statement

The City of Newport is committed to serving the people and businesses of Newport by creating an environment which encourages pride in the community, promotes prosperity for businesses and improves the quality of life for all.

The Session

The 2015 process was designed to update the Strategic Plan adopted in July of 2014. The 2014 Plan was used as the foundation for the discussion. A copy of the facilitator's handout used during the meeting is available in the City Administrator's Office.

The work session was held on April 15, 2015 in Newport City Hall. The Mayor, City Council members, City Administrator, Police Chief and Public Works Director attended and participated in the meeting. The agenda included a focus on reviewing the 2014-2016 documents, updating the Council on the progress within each goal, a discussion of new ideas and opportunities, and a review of the Plan format. The discussion highlighted current challenges and future opportunities. The agenda was free-flowing and the discussion was inclusive and participatory. City officials stayed together in one group with informal conversation dominating the discussion. The City Administrator was encouraged to weigh in on her ideas, thoughts and expectations.



Achievements

The City Council is very proud of the work the City completed and noted a variety of achievements. Three major areas and specific achievements include work in infrastructure projects, land and property and operations and finance:

- **Infrastructure projects**
 - Transit station
 - Dealing with the flood
 - Street reconstruction work
 - I and I reduction projects
 - Installation of radio read water meters
- **Land and Property**
 - Basketball/Tennis courts
 - Construction of a gazebo at the school forest
 - Removal of A & W Building
 - Vacant building registration
 - North Ravine project
 - Purchasing Johnson Estate
 - Knauff clean-up
- **Operations and Finance**
 - GIS SCADA work
 - Crime rate down
 - Fire safety enhancements
 - Maintain AA stable rating
 - Long term financial planning for all government and utility funds
 - Work with neighboring cities, i.e. building inspection

Work Session Goals

The goals of the City work session were simple and straightforward -- 1) have open and honest discussions; 2) put ideas and opinions on the table; 3) identify and discuss important priorities; and 4) update the strategic plan.

City Assets and Strengths

Newport City Council and staff are proud of the community. City officials enjoy talking about their city and identified the following characteristics as major assets and strengths of the City and community:

- Historic community
- Proximity to amenities (*minutes from everywhere*)
- Maintain strong financial position
- Country feel within a city
- Hidden gem; emerging presence
- Access, transportation and transit
- Safe and affordable

Strategic Planning



The primary objective of the City Council and staff is to establish a consensus-based direction for the City and then pursue implementation strategies to achieve that direction. In order to accomplish this outcome, an understanding of the value and purpose of strategic planning is essential. The City of Newport has a solid track record of strategic planning. It is important to note that strategic planning is fundamentally a tool to assist city leaders in reviewing where you have come from, where you are today and where you want to go in the future. This was a feature in the Council-staff discussion. The critical link is to connect plans with resources, time and the priorities of the City Council. By understanding the value and committing to implementation, city leaders ensure that their time and commitment will be purposeful, useful and successful.

Short Term Priorities

The City Council continues to pursue a set of short-term goals. These goals move “above and beyond” the day-to-day operations of the City and serve to move the City and community forward in an optimistic and progressive manner. While preserving the small town feel and historic charm of the City, the purpose of the short-term goals are to revitalize, restore and reinvigorate the city and greater Newport community. We plan to address the appearance and look of our City as well as the tangible assets such as roads and public facilities. The City will accomplish its goals through wise financial planning, progressive thinking, innovative solutions, deliberate risk-taking, and collaborative decision-making. The City is committed to effective planning to ensure that it will build a consensus for future direction. As stewards of the future, high expectations are set for ourselves, the citizens, and this special place we call the City of Newport, Minnesota.

Short Term Goals

The City Council feels real good about the achievements in the past year. To continue the momentum and energy, the following six short-term goals are adopted by the City Council:

1. Maintain our fiscal health
2. Ensure successful development on the transit site and surrounding areas
3. Focus on business outreach and retention
4. Develop city properties
5. Analyze city facilities for long-term efficiency
6. Develop the city’s workforce

Short Term Goals (2015-2017)



1.) *Maintain our fiscal health*

Action Steps	Status
a. Actively monitor the budget and provide timely financial reports	
b. Link budget priorities with the strategic plan	
c. Explore partnerships and collaborations that may result in new revenues or cost savings	

2.) *Ensure successful development on the transit site and surrounding areas*

Action Steps	Status
a. Partner with the HRA and revisit the recent HRA studies related to the transit site	
b. Establish the rights to the MnDot property	
c.	

3.) *Focus on business outreach and retention*

Action Steps	Status
a. Meet with builders, developers and contractors to obtain input on existing regulations	
b. Develop a business outreach program	
c. Market the City and promote our small town brand	

4.) *Analyze city facilities for long term efficiency*

Action Steps	Status
a. Obtain quotes on improvements to City Hall	
b. Continue street infrastructure programs	
c. Maintain and improve city facilities	
d. Develop action plan for I and I reduction	

5.) *Develop city properties*



Action Steps	Status
a. Continue dialogue to purchase the island (acquisition goal)	
b. Return city owned property to the tax rolls	
c. Develop park and river access	

6.) *Develop the City's workforce*

Action Steps	Status
a. Continue staff professional development	
b. Add GIS technology	
c. Council, staff and advisory committees participate in training programs and professional development	

Implementation

The strategic plan is designed to be a guide and roadmap for the City moving forward. A strategic plan is updated as needed, both informally and formally. The City Council encourages the City Administrator to ensure the plan is relevant and alive for current and future opportunities and to consider changing the meeting schedule to include more monthly workshops.

The City Council is requesting regular updates on the implementation of the plan throughout the year.



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: May 19, 2015

SUBJECT: Proposed Amendments to Chapter 5, Alcoholic Beverages - Sunday Sales

BACKGROUND

Recently, the State Legislature passed an amendment to allow for businesses to start serving alcohol at 8:00 a.m. instead of 10:00 a.m. on Sundays. Currently, the City Code states that sales cannot start until 10:00 a.m. on Sundays. A business owner recently requested that the City Council approve an amendment to Chapter 5, Alcoholic Beverages, to allow for sales to start at 8:00 a.m. on Sundays.

DISCUSSION

Please find attached a red-lined version of Chapter 5, Alcoholic Beverages, addressing the requested change. The City Council will need to hold a public hearing and discuss the amendment at its June 4, 2015 meeting. Please note that as of May 19, 2015, St. Paul Park, Woodbury and Cottage Grove have not changed their hours of operations to 8:00 a.m.

RECOMMENDATION

The City Council can either approve or deny Ordinance No. 2015-3.

CHAPTER 5. ALCOHOLIC BEVERAGES**Section 500 - General Provisions**

500.01 Provisions of State Law Adopted. Except to the extent the provisions of this Chapter are more restrictive, the provisions of Minnesota Statutes, Chapter 340A, now in effect and as it may be amended from time to time, relating to the definition of terms, licensing, consumption, sales, conditions of bonds of licensees, hours of sales, and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor, 3.2% malt liquor and wine, shall be adopted and made a part of this Chapter as if fully set out herein.

500.02 City may be More Restrictive than State Law. The City Council is authorized by the provisions of Minnesota Statute 340A.509 as it may be amended from time to time, to impose, and has imposed in this Chapter, additional restrictions on the sale and possession of alcoholic beverages within its limits beyond those contained in Minnesota Statutes, Chapter 340A as it may be amended from time to time.

500.03 Definitions. The terms in this chapter shall have the same definitions given in Minnesota Statutes, Chapter 340A, now in effect, as it may be amended from time to time.

500.04 Licenses.

Subd. 1 License Required. No person, except a wholesaler or manufacturer to the extent authorized under State license, shall directly or indirectly deal in, sell, or keep for sale in the City any intoxicating liquor without a license to do so.

Subd. 2 On-Sale Licenses. On-sale licenses shall be issued only to hotels, clubs, restaurants, bowling centers, or exclusive liquor stores, and shall permit the sale of liquor only for consumption on the licensed premises. No more than five on-sale licenses shall be issued.

Subd. 3 Sunday On-Sale Licenses. A Sunday on-sale license authorizes the licensee to sell or serve liquor between the hours of ~~10~~8:00 a.m. on Sundays and 2:00 a.m. on Mondays to persons who are seated at tables. Sunday on-sale licenses shall be issued only to a hotel, restaurant, or bowling center having facilities for serving at least thirty guests at a time, and which has an on-sale license. No Sunday on-sale license shall be valid unless a valid on-sale license is also in effect for the same premises.

Subd. 4 On-Sale Wine Licenses. On-sale wine licenses shall be issued only to restaurants meeting the qualifications of Minnesota Statute 340A.404, Subd. 5, and shall permit only the sale of wine not exceeding 14 percent alcohol by volume, for consumption on the licensed premises only in conjunction with the sale of food.

Subd. 5 On-Sale 3.2% Malt Liquor License. On-sale 3.2% malt liquor licenses shall be issued only to drugstores, restaurants, hotels, clubs, bowling centers, golf courses, and establishments used exclusively for the sale of 3.2% malt liquor with the incidental sale of tobacco and soft drinks and shall permit the sale of 3.2% malt liquor only for consumption on the licensed premises.

Subd. 6 Brewer Taproom License. A Brewer licensed under Minn. Stat. §340A.301 may be issued a Brewer Taproom License for the “on-sale” of malt liquor produced on the licensed premises, subject to the following conditions:

- A. The on-sale of malt liquor may only be made during the days and hours that “on-sale” of liquor may be made, as prescribed by State Law or within this Chapter.

Subd. 6 Places Ineligible for License.

- A. **General Prohibition.** No license shall be issued for any place or any business ineligible for the license under State law. No license shall be issued for premises located within 800 feet of an existing church or public school or in an area where the use of the premises for sale of liquor is forbidden by the Zoning Ordinance or any other Ordinance or provision of this Code.
- B. **Delinquent Taxes or Charges.** No license shall be granted for operation on any premises on which taxes, assessments, or other financial claims of the City are delinquent or unpaid.

500.08 Conditions of License.

Subd. 1 In General. Every license shall be subject to the conditions in the following Subdivisions and all other provisions of this Chapter and of any other applicable Ordinance, State law or regulation.

Subd. 2 Posting. Every licensee shall post their license in a conspicuous place in the licensed establishment.

Subd. 3 Licensee's Responsibility. Every licensee shall be responsible for the conduct of his or her place of business and the conditions of sobriety and order in it. The act of any employee on the licensed premises authorized to sell intoxicating liquor shall be deemed the act of the licensee as well, and the licensee shall be liable for all penalties provided by the Code and the law equally with the employee.

Subd. 4 Inspections. Every licensee shall allow any peace officer, health officer, or other properly designated officer or employee of the City to enter, inspect, and search the premises of the licensee during business hours without a warrant.

Subd. 5 Licensed Area. No license shall be effective beyond the compact and contiguous space named in the license. All licenses shall state the exact location within the building structure where sales shall be permitted.

Subd. 6 Federal Stamps. The licensee shall not apply or possess a Federal wholesale liquor dealer's special tax stamp or a Federal gambling stamp.

Subd. 7 Hours of Sale.

- A. No on-sale of liquor shall be made:
 1. Between 2:00 a.m. and 8:00 a.m. on Monday through Saturday.
 2. Between 2:00 a.m. on Sunday until 8:00 a.m. on Monday, except that holders of Sunday on-sale licenses may sell liquor between ~~10:00~~8:00 a.m. and 2:00 a.m. on Monday.
 3. Between 8:00 p.m. on December 24 and 8:00 a.m. on December 25.
 4. Licensees who have not obtained an Optional 2:00 a.m. License from the Minnesota Alcohol and Gambling Enforcement Division are prohibited from selling alcohol between 1:00 a.m. and 2:00 a.m. on any day of the week.
- B. No off-sale of liquor shall be made:
 1. On Sundays
 2. Before 8:00 a.m. on Monday through Saturday.
 3. After 10:00 p.m. on Monday through Saturday.
 4. On Thanksgiving Day.
 5. After 8:00 p.m. on December 24.

**CITY OF NEWPORT
ORDINANCE 2015-3**

**AN ORDINANCE OF THE CITY OF NEWPORT, MINNESOTA, AMENDING CHAPTER 5, ALCOHOLIC
BEVERAGES**

THE CITY COUNCIL OF THE CITY OF NEWPORT, MINNESOTA, HEREBY ORDAINS THAT:

CHAPTER 5. ALCOHOLIC BEVERAGES

Section 500 - General Provisions

500.04 Licenses.

Subd. 3 Sunday On-Sale Licenses. A Sunday on-sale license authorizes the licensee to sell or serve liquor between the hours of 8:00 a.m. on Sundays and 2:00 a.m. on Mondays to persons who are seated at tables. Sunday on-sale licenses shall be issued only to a hotel, restaurant, or bowling center having facilities for serving at least thirty guests at a time, and which has an on-sale license. No Sunday on-sale license shall be valid unless a valid on-sale license is also in effect for the same premises.

500.08 Conditions of License.

Subd. 7 Hours of Sale.

A. No on-sale of liquor shall be made:

1. Between 2:00 a.m. and 8:00 a.m. on Monday through Saturday.
2. Between 2:00 a.m. on Sunday until 8:00 a.m. on Monday, except that holders of Sunday on-sale licenses may sell liquor between 8:00 a.m. and 2:00 a.m. on Monday.
3. Between 8:00 p.m. on December 24 and 8:00 a.m. on December 25.
4. Licensees who have not obtained an Optional 2:00 a.m. License from the Minnesota Alcohol and Gambling Enforcement Division are prohibited from selling alcohol between 1:00 a.m. and 2:00 a.m. on any day of the week.

The foregoing Ordinance was moved by Councilmember _____ and seconded by Councilmember _____.

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative:

Effective Date

This Ordinance becomes effective upon its passage and publication according to law.

Adopted by the City Council of the City of Newport, Minnesota on the 4th day of June, 2015.

Signed: _____
Tim Geraghty, Mayor

Attest: _____
Deb Hill, City Administrator



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: May 19, 2015

SUBJECT: Building Inspections Services Agreement with the City of Cottage Grove

BACKGROUND

In 2013, the City Council approved renewing an agreement with Cottage Grove for building inspections services. At that time, the City added rental inspections to the agreement. City staff and Cottage Grove staff recently reviewed and updated the agreement for both City Councils to approve. The Cottage Grove City Council will be discussing the agreement at its June 3, 2015 meeting.

DISCUSSION

City staff met with Cottage Grove staff to review the agreement and update it as needed. Staff agreed that having Cottage Grove conduct the inspections is going well and is recommending that the City continue to work with them in regards to building inspections. Additionally, Cottage Grove started performing rental inspections for the City earlier this year after Mark Mailand retired.

Attached for your review is the Building Inspections Services Agreement with Cottage Grove. The changes are noted below:

- Item 1 - This section was amended to state that the agreement will continue indefinitely unless one of the Cities decides to terminate.
- Item 2 - Three items were removed from this section because Cottage Grove does not perform them for the City. These items include planning and zoning reviews for building permits, issuing building permits, and preparing all reports required by the State. All of these items are performed by City staff or other consultants.
- Item 6 - This section was amended to increase the percent that the City will pay Cottage Grove for permits. Staff estimates that the 3% increase will cost an additional \$1,000 per year.
- Item 13 - This section was amended to increase the percent that the City will pay Cottage Grove for rental inspections. Staff estimates that the 3% increase will cost an additional \$130 per year over Cottage Grove's original 40% fee. Please note that if the City were to continue having a Fire Fighter perform the inspections, it would cost the City an additional \$200 per year over Cottage Grove's original fee of 40%. Also attached for your review is the inspection criteria for Cottage Grove and the City's.

RECOMMENDATION

It is recommended that the City Council approve the Building Inspections Services Agreement with Cottage Grove.

BUILDING INSPECTION SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2015, by and between the City of Newport (hereinafter referred to as “Newport”) and the City of Cottage Grove (hereinafter referred to as “Cottage Grove”) for the utilization of Cottage Grove employees to provide services to Newport within the boundaries of Newport.

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

WHEREAS, Cottage Grove maintains qualified full-time staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by purchasing these services from Cottage Grove, Newport can effect cost savings to its citizens while, at the same time, providing support for those same services by Cottage Grove to its citizens; and

WHEREAS, it is the desire of the parties and the purpose of this Agreement that certain of the aforesaid building inspection and code enforcement services be performed by qualified personnel of Cottage Grove on behalf of Newport.

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

1. The term of this agreement shall be perpetuating, unless either party to the Agreement provides notice to the other party that they shall terminate the contract at the end of the current term, and further subject to termination as provided in paragraph 8.
2. For the term of this Agreement, Cottage Grove, through use of its personnel, shall provide Newport with the following services, in and on behalf of Newport and at the direction of Newport’s City Administrator:
 - a. Building inspections and code enforcement, as necessary.
 - b. Property inspections for structural integrity for purposes of exercising eminent domain powers or protection of life.
 - c. Preparation of an annual written report of work completed for the City Council of Newport.
 - d. Provide copies of all permits issued and inspections made on a monthly basis.

The services Cottage Grove will provide under this Agreement do not include property maintenance inspections and do not include planning or zoning review unless such review is specifically related to a building permit request for a structure permitted under the Newport Code.

3. Cottage Grove shall consult with and abide by the manner in which the inspections, plan review, and activities are conducted and over the determination of what enforcement action is appropriate and consistent with Newport City Code Chapter 11, Building and Housing Code, and Section 1130, Swimming Pools, and other policies as established by Newport. Cottage Grove shall confer with Newport staff regarding interpretation of the Code. Newport shall have a duty to inform Cottage Grove of any and all updates or changes to the Newport Code.
4. Cottage Grove personnel are not required to maintain office hours at Newport's City Hall. However, if Cottage Grove providing these services finds it necessary to meet with citizens at Newport's City Hall, Newport will arrange for a work area for such meetings. Cottage Grove's main contact at Newport shall be Newport's City Administrator and Cottage Grove shall take direction from Newport's City Administrator for all work performed under this Agreement.
5. Cottage Grove shall assume the expense of performing the inspections and code enforcement.
6. Newport will pay Cottage Grove 28 percent of the total permit and plan review fee. Such permit and plan review fees shall be separate from, and in addition to, the payment provided for by Paragraph 7 of this Agreement. All other provisions of this agreement shall remain applicable with respect to the plan review and inspection services being provided.
7. In addition to the above fees Newport will pay Cottage Grove for services performed by Cottage Grove personnel outside those contemplated by this agreement but only as specifically requested by Newport. These additional fees will be billed to Newport on a time and material basis. Services performed by the Cottage Grove Building Official will be at the rate of \$60 per hour plus expenses. Services performed by Cottage Grove Building Inspector(s) will be at the rate of \$45 per hour plus expenses.
8. This agreement shall terminate as follows:
 - a. Upon the expiration of the 90 days after service of written notice upon the other party; or
 - b. At any time, upon agreement of the parties.
9. Cottage Grove agrees to defend, indemnify, and hold harmless Newport, and its officials, agents, and employees, from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Cottage Grove's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Cottage Grove. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limitators on liability with respect to claims made by third parties.

10. Newport agrees to defend, indemnify, and hold harmless Cottage Grove, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Newport's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Newport. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limitators on liability with respect to claims made by third parties.
11. Cottage Grove shall carry liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both Bodily Injury and Property Damage. Newport shall be named as an additional insured, and a certificate of said insurance shall be provided to Newport. Cottage Grove shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Newport.
12. Any employee assigned by Cottage Grove to perform its obligations hereunder shall remain the exclusive employee of Cottage Grove for all purposes including, but not limited to, wages, salary, and employee benefits.
13. In addition to the services listed in Paragraph 2 above, Cottage Grove shall, upon request, also provide for and on behalf of Newport:
 - a. Collecting fees for issuing building permits and inspections.
 - b. Inspection of all rental property in Newport.
 - Newport will provide Cottage Grove with a current list of rental property owners and upcoming rental inspections.
 - Newport shall notify rental property owners of upcoming rental inspections via letter and application and collect an inspection fee as established by the Annual Fee Schedule. Fees must be paid before inspections can be performed. Cottage Grove shall receive 43 percent of the total license fee for each property inspected and Newport shall receive 57 percent.
 - Newport rental property owners shall apply for renewal no later than 60 days prior to the December 31 expiration date of the previously issued certificate.
 - Newport shall collect a re-inspection fee as established by the Annual Fee Schedule. Cottage Grove shall receive 43 percent for each re-inspection and Newport shall receive 57 percent.
 - Cottage Grove shall provide Newport with copies of inspections.
 - Newport shall provide Registration Certificates to rental property owners.
 - c. Clerical and other office duties related to building inspections and review of building permits.
14. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint parties to any joint

powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by Cottage Grove as the agent, representative, or employee of Newport for any purpose or in any manner whatsoever except as expressly otherwise provided herein. Cottage Grove is to be and shall remain an independent contractor with respect to all services performed under this contract. Cottage Grove represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this contract. Any and all personnel of Cottage Grove or other persons, while engaged in the performance of any work or services required by Cottage Grove under this contract, and shall not be considered employees of Newport and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Cottage Grove, its officers, agents, contracts, or employees shall in no way be the responsibility of Newport; and Cottage Grove shall defend, indemnify, and hold Newport, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Newport, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.

15. The books, records, documents, and accounting procedures of Cottage Grove relevant to this Agreement, are subject to examination by Newport and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.
16. This Agreement represents the entire Agreement between Cottage Grove and Newport and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
17. Cottage Grove and Newport agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. Cottage Grove has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the City Administrator, City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016; telephone 651-458-2800; TDD: 651-458-2880. Newport agrees to hold harmless and indemnify Cottage Grove from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA by Cottage Grove.

18. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations.

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

CITY OF COTTAGE GROVE

CITY OF NEWPORT

By: _____
Its Mayor

By: _____
Its Mayor

Date

Date

By: _____
Its City Administrator

By: _____
Its City Administrator

Date

Date

City of Cottage Grove Rental Inspections Checklist

- Fire Precautions
 - Operable smoke detector must be provided
 - In each sleeping room
 - Outside sleeping rooms within immediate vicinity of sleeping rooms
 - In common areas on each level
 - Secondary egress must be provided for each sleeping
 - Window in each sleeping room must be fully operable
 - Window in each sleeping room shall satisfy minimum egress size requirements
 - Carbon monoxide detector required within 10 feet of each sleeping room
 - Reasonable paths of free egress (2 feet) shall be provided from each room
 - 1 hour fire separation between garage stalls and habitable space must be maintained (when applicable)
 - (New construction) smoke detectors must be interconnected
 - Egress lighting must be provided for multi-family common areas

- Mechanical
 - Temperature and pressure relief valve at water heater must extend to within 18" of floor
 - Each mechanical appliance with gas connection must have separate gas shut off valve
 - Drip tee required for gas connection at each appliance as close as feasible to the appliance
 - Dryer vents shall be properly vented to exterior of property, free of holes or breaks, and connected to duct system with UL approved duct extension
 - Bath fans must be fully operable in each bathroom where operable window is not provided, and must be properly vented to exterior
 - Furnace filter must be clean and changed out regularly according to scheduled replacement for furnace and filter models

- Plumbing
 - Plumbing fixtures and vanities must be secured in place
 - Plumbing fixtures must be functioning properly, and without leaks
 - Plumbing fixtures (sinks, toilets, tubs, showers, etc.) must be caulked around edges
 - Dishwasher disposal lines must be looped up and secure higher than connection to drain pipe.
 - Flexible drain pipes at any plumbing application must be replaced with rigid smooth interior piping

- Electrical
 - Outlet and switch covers must be provided where such boxes exist or cover plates provided
 - Any open fuse slots must be filled with blank spacers at service panel
 - All kitchen counter and all bathroom outlets must be GFI (Ground Fault Interrupter) protected

- Sanitation
 - Conditions which permit mold growth must be alleviated, and any visibly affected mold surfaces must be sanitized and kept free of mold growth
 - Any condition which would sacrifice health or safety of occupants must be eliminated

- Structure maintenance
 - Screens must be provided at every operable window
 - All window screens must be maintained intact without holes or tears
 - Any conditions which would sacrifice health or safety of occupants must be eliminated
 - Minimum 1 graspable handrail must be provided for stairwells with a height of 4 risers or more
 - Exterior of structure must be maintained, so as to not admit moisture into interior of structure
 - All roofing, siding, and exterior facing materials shall be maintained in good condition

**6 OR LESS UNITS
CRITERIA FOR RENTAL INSPECTION
2014**

ADDRESS: _____

Inside:	SATISFACTORY	UNSATISFACTORY	N/A
Screens (no holes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls (no holes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling (no holes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working doors capable of being secured with operational locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bathroom (operable window or bath fan)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Space heater (if gas, must be properly vented, externally)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water heater (vented and operational temp and pressure release valve within 12" of the floor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ground fault outlets (required in bathroom and kitchen - if within 3' of sink)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke detector (all bedrooms, at every level and outside every bedroom adjacent to each bedroom and in the basement if contains an inhabitable bedroom)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Handrails on all stairs with 4 or more risers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outside:			
General (overall condition of building(s), outside storage issues)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Siding (in good condition)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soffits (in good condition)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Screens (no holes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decks (in excess of 30" in height shall have railings at a minimum of 36" in height with vertical bars spaced at 4" or less)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: _____

Corrections shall be completed no later than _____, 20____.
Call (651) 459-5677 to schedule re-inspection.

Inspection conducted on _____.

Signed: _____
 Name/Title



MEMO

TO: Newport City Council

FROM: Deb Hill, City Administrator

DATE: June 4, 2015

SUBJECT: Firefighter minimum wage compliance

Background – It was recently discovered that our Fire Department wages were out of compliance with the minimum wage law. We have been paying the firefighters \$6.00 per hour, captains and engineers \$7.00 per hour and the chief and assistants, \$8.00. Because we unintentionally were unaware of the situation, the League recommended we go back two years in pay. If it were intentional, it would be three years. Minimum wage from June 1st of 2013 is \$7.25 per hour and from August 1st of 2014 is \$8.00. In addition, the city pays a minimum of a two hour call out with the average time taken for a call out is 53 minutes. Even though current federal minimum wage is lower, we are required to pay the higher as they are under FLSA. In order to be compliant legally, we need to back pay. The spreadsheet from Chief Wiley is attached for the correction which comes to the amount of \$5,133.43.

Discussion – Further discussion is warranted in regards to moving forward with the differential of the pay levels or ranks.

Recommendation – It is recommended the council approve the wage correction to be in compliance with the law. It is also recommended that the differential discussion be made at the next earliest workshop.

NFD Back Pay Analysis

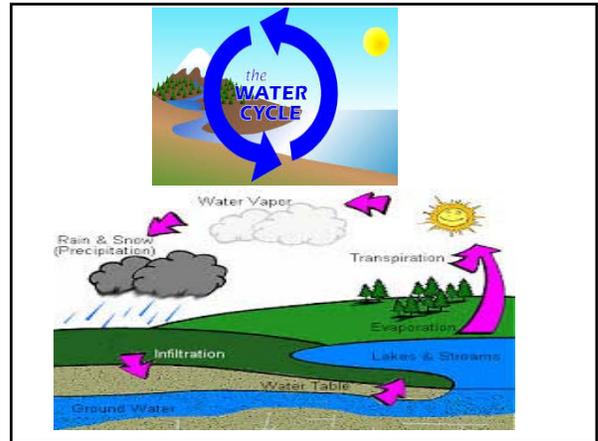
Personnel ID	Personnel Name	Hours 6/1/13 - 7/31/14	Pay Rate	Minimum Wage	Differential	Back Pay 6/1/13 - 7/31/14	Hours 8/1/14 - 11/30/14	Pay Rate	Minimum Wage	Differential	Back Pay 8/1/14 - 11/30/14	Total Back Pay	
07-27	Anderson, Jon	151.6	\$ 6.00	\$ 7.25	\$ 1.25	\$ 189.50	18	\$ 6.00	\$ 8.00	\$ 2.00	\$ 36.00	\$ 225.50	
06-24	Aune, Matt	316.6	\$ 6.00	\$ 7.25	\$ 1.25	\$ 395.75	87.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 175.00	\$ 570.75	
06-20	Bailey, David	140.8	\$ 6.00	\$ 7.25	\$ 1.25	\$ 176.00	50.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 101.00	\$ 277.00	
98-18	Boche, Brandon	171.6	\$ 6.00	\$ 7.25	\$ 1.25	\$ 214.50	51.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 103.00	\$ 317.50	
10-15	Brodin, Jeremy	208.6	\$ 6.00	\$ 7.25	\$ 1.25	\$ 260.75	52.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 105.00	\$ 365.75	
97-06	Cozad, Steve	147.3	\$ 6.00	\$ 7.25	\$ 1.25	\$ 184.13	49.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 99.00	\$ 283.13	
07-26	Haverkamp, Shane	140.3	\$ 6.00	\$ 7.25	\$ 1.25	\$ 175.38	32.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 65.00	\$ 240.38	
74-29	Ingemann, Tom	260.1	\$ 8.00	\$ 7.25	\$ -	\$ -	81.5	\$ 8.00	\$ 8.00	\$ -	\$ -	\$ -	
07-28	Jacobs, James	151.1	\$ 7.00	\$ 7.25	\$ 0.25	\$ 37.78	56.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 56.50	\$ 94.28	
09-10	Jacobs, Robert	134.8	\$ 6.00	\$ 7.25	\$ 1.25	\$ 168.50	26.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 53.00	\$ 221.50	
05-12	Joa, Jason	176.6	\$ 7.00	\$ 7.25	\$ 0.25	\$ 44.15	44.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 44.50	\$ 88.65	
14-32	Joyce, Pat	31	\$ 6.00	\$ 7.25	\$ 1.25	\$ 38.75	39.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 79.00	\$ 117.75	
08-31	Keller, Dan	301.6	\$ 6.00	\$ 7.25	\$ 1.25	\$ 377.00	47.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 47.50	\$ 424.50	
97-25	Kowalenko, Nick	174.3	\$ 6.00	\$ 7.25	\$ 1.25	\$ 217.88	38.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 77.00	\$ 294.88	
06-04	Lanz, Steve	205.3	\$ 6.00	\$ 7.25	\$ 1.25	\$ 256.63	34.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 69.00	\$ 325.63	
04-34	Lovgren, Jeff	284.6	\$ 7.00	\$ 7.25	\$ 0.25	\$ 71.15	79.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 79.50	\$ 150.65	
04-08	Mailand, Lucas	350.9	\$ 7.00	\$ 7.25	\$ 0.25	\$ 87.73	63.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 63.50	\$ 151.23	
79-09	Mailand, Mark	434.9	\$ 8.00	\$ 7.25	\$ -	\$ -	106.5	\$ 8.00	\$ 8.00	\$ -	\$ -	\$ -	
02-16	Marson, Derek	264.6	\$ 7.00	\$ 7.25	\$ 0.25	\$ 66.15	85.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 85.50	\$ 151.65	
76-05	Schossow, Darl	219.6	\$ 7.00	\$ 7.25	\$ 0.25	\$ 54.90	34	\$ 7.00	\$ 8.00	\$ 1.00	\$ 34.00	\$ 88.90	
97-14	Tokar, Todd	162.8	\$ 7.00	\$ 7.25	\$ 0.25	\$ 40.70	54.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 54.50	\$ 95.20	
06-17	Ward, Todd	227.3	\$ 6.00	\$ 7.25	\$ 1.25	\$ 284.13	46.5	\$ 7.00	\$ 8.00	\$ 1.00	\$ 46.50	\$ 330.63	
86-19	Wiley, Steven	240.4	\$ 8.00	\$ 7.25	\$ -	\$ -	70.5	\$ 8.00	\$ 8.00	\$ -	\$ -	\$ -	
06-23	Wood, Neil	202.4	\$ 6.00	\$ 7.25	\$ 1.25	\$ 253.00	32.5	\$ 6.00	\$ 8.00	\$ 2.00	\$ 65.00	\$ 318.00	
						\$ 3,594.43						\$ 1,539.00	\$ 5,133.43

6/1/13 - 7/31/14		Wage	Differential
Minimum Wage	\$	7.25	
Captain	\$	7.00	\$ 0.25
FF	\$	6.00	\$ 1.25

8/1/14 - 11/30/14		Wage	Differential
Minimum Wage	\$	8.00	
Captain	\$	7.00	\$ 1.00
FF	\$	6.00	\$ 2.00

12/1/14 - 5/31/15		Wage	Differential
Minimum Wage	\$	8.00	

2015 CITY OF NEWPORT ANNUAL MS4 PUBLIC HEARING



2015 ANNUAL PUBLIC HEARING

- This is the annual Public Hearing involving our Storm Water Pollution Prevention Program for 2015.
- The purpose of it is to take comments from the Public regarding the effectiveness and adequacy of the program that is in place.



HISTORY

- In 1972: Federal legislation developed the Clean Water Act which is designed to protect all surface water in the United States. This includes Rivers, Ponds and Streams.
- In 1987; it was amended requiring the Environmental Protection Agency to develop a comprehensive phased program to regulate storm water discharges.
- In 2006; MS4 Permit
- In 2014; MS4 Phase 2 Permit Approved
- In 2015; Completing BMP's and MCM's



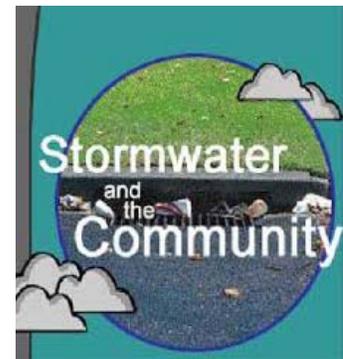
WHAT DOES THIS ALL MS4 STUFF MEAN?

- This means that each community was to take gradual steps guided by the EPA and the Minnesota Pollution Control Agency to control and maintain the chemical, physical, and biological integrity of the waters of Newport and all waters of Minnesota through management and treatment of urban storm water runoff.
- We have a responsibility to make sure the water flowing to Rivers, Ponds and Streams is as clean as we can keep it.



Public Education and Outreach

- How does Newport educate the public about Storm Water Pollution?
- Conducting the Public Hearing.
 - NEW THIS YEAR: East Metro Water Resource Education Program (Washington Co. Conservation District)
 - Meetings are live on the South Washington County Cable System. This program is repeated throughout the month and is available to those that have Cable access.
 - City publishes information Quarterly in the Newport Newsletters.
 - City has information on the City of Newport Website concerning all of the departments and events in the community.
www.newport.gov/office.com



Illicit discharge detection and elimination

This is any drain or pipe on the surface or subsurface which allows non storm water discharge such as sewage, process water, wash water and any connections to the storm water system from any drains or sinks.

We are always watching for things draining into the storm sewer.

New: Adoption of an Illicit Discharge Response Plan



Construction site storm water control

When construction starts and there is going to be a disruption of the soil, silt fence is installed to keep the mud, dirt and fine silt from entering into the storm system. You may recall seeing silt fence, erosion control blankets and catch basin projection on recent construction sites such as the North Ravine Project and street reconstruction projects.




POST CONSTRUCTION STORM WATER MANAGEMENT

This pertains to permanent stormwater treatment facilities for new commercial development/redevelopments, residential lot development, street improvements, ect of one acre or more of land is to be disrupted.

Examples Include:

- Newport Transit Station
- Aggregate Industries
- Imperial Recovery Services
- 2014 Street Improvements
- Raceway to Fun (Future)




POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS.

- Always Pave and Patch streets only in dry weather. The oils and chemicals can bleed when wet and end in the storm line
- Always cover manholes and catch basins prior to paving, patching, etc.
- Always clean all fluid leaks immediately
 - Hydraulic leaks can occur on any of our equipment and would contaminate water
- Maintain roadside vegetation:
 - Restrict pesticide use.
 - Decaying and composting vegetation makes the water rich in nutrients
 - Chemicals can be washed off into storm lines
- This means we as citizens should not mow the grass and leaves from our yards into the street
- Also it is the intent to GPS the location and elevation of all of the ponds that handle storm water in Newport. We will have to monitor them as time goes by to see that they do not fill up with silt, sand etc. Records will be kept; and these ponds will have to be dug out to the elevations that were in place when they were designed.



STREET SWEEPING

- Sweep/vacuum roadways and shoulders to remove debris, and particulate matter
- We have started to document the specific areas that we sweep and then record the amounts of material that we pickup.
- We then compare the loads of product used for ice control and winter maintenance to the loads of material that are swept in the spring.
- New City Street Sweeper allow the Public Works Department to be more efficient and responsive



PUBLIC PARTICIPATION

- What can the Public do to help our effort?

Help to keep our catch basins clean. Remove any debris, grass or garbage that you see on the grate.

- Do not mow grass clippings out into the street.

Depositing vegetation makes the waters very rich in content. This promotes algae growth on the surfaces of stagnate water.

- A program that has been in development in a partnership with the South Washington Watershed District to stencil all drains that lead to the Mississippi River.



Conclusion

- The City of Newport will continue to work hard on all minimum control measures that are required to continue to have a successful Storm Water Pollution Prevention Program. We are meeting the goals created in the program; and we are progressively working to meeting the demands that are put on us.



Thank You for Listening!

