



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
JULY 18, 2013 – 5:30 P.M.**

MAYOR: Tim Geraghty
COUNCIL: Tom Ingemann
Bill Sumner
Tracy Rahm
Steven Gallagher

City Administrator: Deb Hill
Supt. of Public Works: Bruce Hanson
Chief of Police: Curt Montgomery
Fire Chief: Mark Mailand
Executive Analyst: Renee Helm

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 June 20, 2013 Regular City Council Meeting
 - B. Minutes of the June 27, 2013 Special City Council Meeting
 - C. List of Bills in the Amount of \$180,847.91
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
 - A. Advertise and Hire Library Assistant
 - B. **Ordinance No. 2013-7** – Amending Chapter 5, Alcoholic Beverages
10. ATTORNEY'S REPORT
 - A. Monthly Prosecution Report
11. POLICE CHIEF'S REPORT
 - A. Joint Powers Agreement between Washington County and the City of Newport for the SWAT Team
 - B. June 2013 Activity Report
12. FIRE CHIEF'S REPORT

Agenda for 07-18-13

13. ENGINEER'S REPORT

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- | | | |
|--------------------------------|-----------------|-----------|
| 1. Park Board Meeting | July 25, 2013 | 7:00 p.m. |
| 2. City Council Meeting | August 1, 2013 | 5:30 p.m. |
| 3. Planning Commission Meeting | August 8, 2013 | 6:00 p.m. |
| 4. Pioneer Day | August 11, 2013 | |



**City of Newport
City Council Minutes
June 20, 2013**

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, Steven Gallagher

Council Absent – Tom Ingemann,

Staff Present – Deb Hill, City Administrator; John Neska, Asst. Supt. of Public Works; Curt Montgomery, Police Chief; Renee Helm, Executive Analyst; Fritz Knaak, City Attorney; John Stewart, City Engineer

Staff Absent – Bruce Hanson, Supt. of Public Works; Mark Mailand, Fire Chief;

4. ADOPT AGENDA

Executive Analyst Helm – There is one addition to the Consent Agenda. The background check for the new owners of the Newport Liquor Store came back this afternoon so I would like to add their off-sale application to the approval of liquor licenses under the Consent Agenda.

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

5. ADOPT CONSENT AGENDA

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

- A. Minutes of the June 6, 2013 Regular City Council Meeting
- B. List of Bills in the Amount of \$208,421.65
- C. Approval of Liquor Licenses

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

6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

7. MAYOR'S REPORT –

Mayor Geraghty – I would like to remind the public that there is a campout at Loveland Park this Saturday. It starts at 2:00 p.m. My email account was hacked and an email went out stating that I was stranded in the Philippines and needed money. I did send an email out stating that it was spam.

8. COUNCIL REPORTS –

Councilman Gallagher – **Nothing to report.**

Councilman Sumner – I just want to remind individuals that giving blood is very important and to do so if you're healthy enough.

Councilman Rahm – I met with staff this past week to go over the Performance Measurement Program and Strategic

Plan. I believe we'll have workshop in July to go over it. I also have a proposal for rebranding that I would like to give at a workshop or Council meeting.

9. ADMINISTRATOR'S REPORT –

A. Resolution No. 2013-26 – Approving a Rezoning Request from Leisa Knauff

Sherri Buss, TKDA Planner, presented on this item as outlined in the June 20, 2013 City Council packet.

Councilman Rahm – I have a comment. We're recommending that the buffer zone for St. Paul Park Refinery be rezoned to B-1, why wouldn't we want that to be industrial? The reason being that right now it's not being developed and we could get more tax revenue if it were developed.

Ms. Buss – I think the Planning Commission could have gone with light industrial but they didn't want industrial storage there. We just don't have enough marketing information. You also need to think about what's across the street.

Councilman Rahm – My only concern is that they continue to increase that buffer zone which decreases our tax revenue.

Ms. Buss – They need to have a buffer zone to some degree.

Mayor Geraghty – Does this Resolution include those additional parcels?

Ms. Buss – Yes.

Councilman Sumner – What is the tax base for industrial storage?

Ms. Buss – I'm not sure.

Councilman Sumner – I don't believe the Refinery would ever want to develop that so if it would be a substantial step up maybe we should have that option. But we can always come back and rezone it.

Ms. Buss – I think the Planning Commission was thinking longer term and what would you like to have there if the Refinery ever left.

Mayor Geraghty – The only question I have on the Resolution is that the "Now, Therefore" section does not mention what we're rezoning the old parcels to.

Executive Analyst Helm – That is stated in the Resolution after all of the parcels are listed.

Councilman Gallagher – Do they have a developer and plan?

Ms. Buss – They have been working with a broker and a potential developer who would like to build a warehouse/office for a furniture company. They would be required to get a Conditional Use Permit for that use and we can set regulations in that.

Councilman Gallagher – Is that road capable of handling trucks like that?

Engineer Stewart – No.

Ms. Buss – They told us that there would be delivery sized trucks, not semis. We'll have them talk with John about what the road can handle.

Engineer Stewart – You could get a delivery truck on that road.

Councilman Sumner – How many lots are they looking at?

Ms. Buss – Four or five of the parcels.

Attorney Knaak – I would just recommend a slight language amendment. At the end it should just say “Now, Therefore Be it Resolved that the City Council approves.”

Motion by Sumner, seconded by Rahm, to approve Resolution No. 2013-26 as amended. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

B. Resolution No. 2013-27 – Exempting Residents from Minnesota Statutes 344 Regarding Partition Fences

Sherri Buss, TKDA Planner, presented on this item as outlined in the June 20, 2013 City Council packet.

Councilman Gallagher – Do we have any livestock in Newport.

Executive Analyst Helm – There is a farm animal permit for horses up on Kolff Street.

Motion by Gallagher, seconded by Sumner, to approve Resolution No. 2013-27. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

C. Resolution No. 2013-28 – Amending Grant Agreement #3000025302 Between the State of Minnesota and the City of Newport for the Acquisition of 1625 and 1629 Cedar Lane

Admin. Hill presented on this item as outlined in the June 20, 2013 City Council packet.

Motion by Sumner, seconded by Gallagher, to approve Resolution No. 2013-28. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Executive Analyst Helm – The City was awarded the 3rd Step in the GreenStep Cities program at the League of Minnesota Cities conference this week. Since we’ve joined, we’ve completed 18 best practices. The 3rd Step is the final step as of right now. The Coordinators are working on the 4th and 5th Step requirements. I’ll put something online stating that we received this.

Mayor Geraghty – I would like to thank Renee for this.

10. ATTORNEY’S REPORT –

11. POLICE CHIEF’S REPORT –

A. May 2013 Activity Report

Councilman Gallagher – How’s your CSO doing? I noticed his monthly total was much higher this month.

Chief Montgomery – That number is the total that he’s found. Most of them are corrected once a warning is sent.

Councilman Rahm – Has anyone heard any complaints about it because I haven’t?

12. FIRE CHIEF’S REPORT –

13. ENGINEER’S REPORT –

A. 2013-2015 Street Improvement Projects

John Stewart, City Engineer, presented on Resolution No. 2013-25 as outlined in the June 20, 2013 City Council packet. The bids for the street improvement projects will be opened on June 27, 2013 and we’re hoping that the City Council can award the bid at their meeting that evening. Item #3 on the Resolution was amended to remove the annual recurrence

Councilman Gallagher – In item #3, we're requiring the last 4 feet to drain to the street. Does that limit anyone who would like to install a rain garden?

Engineer Stewart – We're trying to make sure that the rain does not drain into the properties. There would be no way of accommodating a rain garden in a driveway area.

Councilman Sumner – This only refers to residential properties correct?

Engineer Stewart – Yes.

Motion by Geraghty, seconded by Sumner, to approve Resolution No. 2013-25 as amended. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Attorney Knaak presented on Ordinance No. 2013-6 as outlined in the June 20, 2013 City Council packet.

Motion by Gallagher, seconded by Sumner to approve Ordinance No. 2013-6. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

14. SUPERINTENDENT OF PUBLIC WORKS REPORT –

Asst. Superintendent Neska – We did some seal coating this week and they completed that yesterday, sweeping should commence next week. We're about 90% done with the tennis courts at Loveland Park. It should be open by the end of next week.

15. NEW/OLD BUSINESS

A. Discussion Regarding Electronic Billboards

Councilman Rahm – We discussed this earlier this year and I had a public meeting regarding it. I would like to know if the Council would like to move forward with this and request a package from the companies that presented to the EDA earlier this year.

The City Council directed Councilman Rahm to contact the two companies that presented to the EDA and request packages from them.

16. CLOSE THE MEETING TO THE PUBLIC TO DISCUSS PERSONNEL MATTERS

The City Council closed the meeting to the public to discuss personnel matters at 6:16 p.m. The City Council opened the meeting to the public at 6:30 p.m.

17. ADJOURNMENT

Motion by Gallagher, seconded by Sumner, to adjourn the regular Council Meeting at 6:31 P.M. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm
Executive Analyst



**City of Newport
Special City Council Minutes
June 27, 2013**

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL -

Council Present – Tim Geraghty, Tom Ingemann, Bill Sumner, Steven Gallagher

Council Absent – Tracy Rahm,

Staff Present – Bruce Hanson, Supt. of Public Works; Renee Helm, Executive Analyst; Fritz Knaak, City Attorney; John Stewart and Jim Stremel, City Engineers

Staff Absent – Deb Hill, City Administrator; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief;

Mayor Geraghty – I'd like to amend the agenda to add "Approval of the List of Bills" before the Engineer's Report.

Motion by Gallagher, seconded by Sumner to approve adding the List of Bills to the Agenda. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Motion by Geraghty, seconded by Gallagher, to approve the Agenda as amended. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

4. LIST OF BILLS IN THE AMOUNT OF \$198,998.99

Motion by Geraghty, seconded by Sumner, to approve the List of Bills. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

5. ENGINEER'S REPORT

Jim Stremel, City Engineer, presented on this item as outlined in the June 27, 2013 City Council packet and as attached. Bids for the street improvement project were opened on June 27, 2013. Three bids came in and McNamara Contracting Inc was the lowest bid with \$973,346.58 for the base bid and \$984,462.78 for the base bid with the alternate. The City will be bonding for both the 2013 and 2014 projects. The assessment hearing for the 2013 street improvement projects will be on August 1, 2013.

Motion by Geraghty, seconded by Ingemann, to approve Resolution No. 2013-29 awarding the contract to McNamara Contracting Inc. with the Alternate Bid for a Total Cost of \$984,462.78. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Motion by Ingemann, seconded by Sumner, to approve Resolution No. 2013-30. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Motion by Ingemann, seconded by Gallagher, to approve Resolution No. 2013-31. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Motion by Sumner, seconded by Ingemann, to approve Resolution No. 2013-32. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

6. ADJOURNMENT

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

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm
Executive Analyst

CITY OF NEWPORT
 2013 STREET IMPROVEMENT PROJECT
 BID TABULATION
 June 27, 2013

McNamara Contracting, Inc.
 16700 Chippendale Avenue
 Rosemount, MN 55068

Northdale Construction Co., Inc.
 9760 71st Street NE
 Albertville, MN 55301

Valley Paving Incorporated
 8800 13th Avenue East
 Shakopee, MN 55379

		McNamara Contracting, Inc.	Northdale Construction Co., Inc.	Valley Paving Incorporated
<u>BID RESULTS</u>				
T	GRAND TOTAL W/ ALTERNATES	\$ 984,462.78	\$ 996,177.77	\$ 1,059,018.53
<u>BID ANALYSIS</u>				
T	SCHEDULE 1 - STREET - TOTAL	\$ 798,853.58	\$ 839,156.78	\$ 886,536.75
T	SCHEDULE 2 - SANITARY - TOTAL	\$ 116,697.00	\$ 122,772.56	\$ 127,970.20
	Reduce by Contingency 15%	\$ (17,504.55)	\$ (18,415.88)	\$ (19,195.53)
	Reduce by Grant Matching Funds 50%	\$ (49,596.23)	\$ (52,178.34)	\$ (54,387.34)
T	SCHEDULE 3 - WATERMAIN - TOTAL	\$ 27,474.00	\$ 25,266.85	\$ 22,608.33
	Reduce by Contingency 15%	\$ (4,121.10)	\$ (3,790.03)	\$ (3,391.25)
T	SCHEDULE 4 - STORM - TOTAL	\$ 30,322.00	\$ 27,820.38	\$ 28,889.91
T	SCHEDULE 5 - ALTERNATE BID - TOTAL	\$ 11,116.20	\$ (18,838.80)	\$ (6,986.66)
T	GRAND TOTAL	\$ 913,240.91	\$ 921,793.52	\$ 982,044.42

PROJECT COST SUMMARY

CONSTRUCTION COST - FORD/ 8TH AVE	\$	913,240.91	
CONSTRUCTION COST - CENTURY AVE	\$	156,000.00	
OVERHEAD	\$	130,000.00	
T TOTAL PROJECT COST	\$	1,199,240.91	
ASSESSMENT AMOUNT	\$	(389,075.00)	32%
FORD/8TH AVE	\$	2,900	
CENTURY AVE	\$	4,000	
SEWER COST PASSED ON TO RESIDENTS	\$	(49,596.23)	
T TOTAL FUNDED BY CITY	\$	760,569.68	
FEASIBILITY ESTIMATE	\$	764,042.00	

SEWER COST SUMMARY

TOTAL COST FOR SERVICE IMPROVEMENTS	\$	98,407.00
NUMBER OF SERVICES IMPROVED	60	
AVERAGE COST PER PROPERTY OWNER	\$	1,640.12

CITY OF NEWPORT
2013 STREET IMPROVEMENT PROJECT
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June 27, 2010

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 Albertville, MN 55301

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 Shakopee, MN 55379

SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
SCHEDULE 1.0 - STREET									
2021.501	MOBILIZATION	LS	1.00	\$ 77,500.00	\$ 77,500.00	\$ 20,450.00	\$ 20,450.00	\$ 40,000.00	\$ 40,000.00
2101.502	CLEARING	TREE	15	\$ 200.00	\$ 3,000.00	\$ 262.50	\$ 3,937.50	\$ 364.00	\$ 5,460.00
2101.507	GRUBBING	TREE	15	\$ 200.00	\$ 3,000.00	\$ 525.00	\$ 7,875.00	\$ 156.00	\$ 2,340.00
2104.501	REMOVE CONCRETE CURB	LF	242	\$ 7.00	\$ 1,694.00	\$ 5.00	\$ 1,210.00	\$ 6.10	\$ 1,476.20
2104.503	REMOVE CONCRETE WALK	SF	600	\$ 2.00	\$ 1,200.00	\$ 1.00	\$ 600.00	\$ 1.20	\$ 720.00
2104.505	REMOVE CONCRETE PAVEMENT	SY	546	\$ 15.00	\$ 8,190.00	\$ 5.00	\$ 2,730.00	\$ 14.45	\$ 7,889.70
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	14006	\$ 0.01	\$ 140.06	\$ 3.00	\$ 42,018.00	\$ 5.55	\$ 77,733.30
2104.509	REMOVE MAILBOX SUPPORT	EACH	74	\$ 42.00	\$ 3,108.00	\$ 42.00	\$ 3,108.00	\$ 43.68	\$ 3,232.32
2104.509	REMOVE SIGN & POST	EACH	40	\$ 27.00	\$ 1,080.00	\$ 36.75	\$ 1,470.00	\$ 36.40	\$ 1,456.00
2104.523	SALVAGE SIGN & POST	EACH	10	\$ 27.00	\$ 270.00	\$ 42.00	\$ 420.00	\$ 41.60	\$ 416.00
2104.523	SALVAGE LANDSCAPING	EACH	5	\$ 600.00	\$ 3,000.00	\$ 1,000.00	\$ 5,000.00	\$ 243.59	\$ 1,217.95
2104.618	SALVAGE PAVERS (ALL TYPES & SIZES)	SF	120	\$ 10.00	\$ 1,200.00	\$ 4.00	\$ 480.00	\$ 14.60	\$ 1,752.00
2105.501	COMMON EXCAVATION (STREET) (EV)	CY	2586	\$ 20.00	\$ 51,720.00	\$ 12.50	\$ 32,325.00	\$ 28.80	\$ 74,476.80
2105.522	GRANULAR BORROW (CV)	CY	809	\$ 19.00	\$ 15,371.00	\$ 22.20	\$ 17,959.80	\$ 14.85	\$ 12,013.65
2105.525	TOPSOIL BORROW (LV)	CY	1531	\$ 22.00	\$ 33,682.00	\$ 18.44	\$ 28,231.64	\$ 19.85	\$ 30,390.35
2211.501	AGGREGATE BASE CLASS 5	TON	2996	\$ 13.00	\$ 38,948.00	\$ 17.17	\$ 51,441.32	\$ 19.55	\$ 58,571.80
2232.501	MILL BITUMINOUS SURFACE (1.5")	SY	17095	\$ 0.30	\$ 5,128.50	\$ 1.21	\$ 20,684.95	\$ 1.15	\$ 19,659.25
2360.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (D/W)	TON	110	\$ 160.00	\$ 17,600.00	\$ 104.48	\$ 11,492.80	\$ 99.50	\$ 10,945.00
2360.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (STREET)	TON	1886	\$ 45.00	\$ 84,870.00	\$ 64.58	\$ 121,797.88	\$ 61.50	\$ 115,989.00
2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE 2B (STREET)	TON	513	\$ 110.00	\$ 56,430.00	\$ 64.21	\$ 32,939.73	\$ 61.15	\$ 31,369.95
2360.505	TYPE SP 12.5 BIT MIXTURE FOR PATCHING	TON	732	\$ 110.00	\$ 80,520.00	\$ 81.90	\$ 59,950.80	\$ 78.00	\$ 57,096.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1694	\$ 2.00	\$ 3,388.00	\$ 3.15	\$ 5,336.10	\$ 3.00	\$ 5,082.00
2521.501	4" CONCRETE WALK	SF	600	\$ 5.00	\$ 3,000.00	\$ 6.25	\$ 3,750.00	\$ 3.06	\$ 1,836.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	630	\$ 36.00	\$ 22,680.00	\$ 54.22	\$ 34,158.60	\$ 41.33	\$ 26,037.90
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	14406	\$ 9.00	\$ 129,654.00	\$ 9.71	\$ 139,882.26	\$ 8.94	\$ 128,789.64
2540.602	INSTALL MAIL BOX SUPPORT (SINGLE)	EACH	57	\$ 110.00	\$ 6,270.00	\$ 110.25	\$ 6,284.25	\$ 114.40	\$ 6,520.80

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2540.602	INSTALL MAIL BOX SUPPORT (DOUBLE)	EACH	5	\$ 125.00	\$ 625.00	\$ 122.85	\$ 614.25	\$ 127.92	\$ 639.60
2540.602	INSTALL MAIL BOX SUPPORT (MULTIPLE)	EACH	2	\$ 200.00	\$ 400.00	\$ 194.25	\$ 388.50	\$ 202.80	\$ 405.60
2563.601	TRAFFIC CONTROL	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 15,004.50	\$ 15,004.50	\$ 14,861.60	\$ 14,861.60
2564.533	F&I SIGN PANEL TYPE C	SF	148	\$ 26.00	\$ 3,848.00	\$ 31.50	\$ 4,662.00	\$ 31.20	\$ 4,617.60
2564.602	F&I SIGN PANEL TYPE SPECIAL	EACH	14	\$ 210.00	\$ 2,940.00	\$ 136.50	\$ 1,911.00	\$ 135.20	\$ 1,892.80
2564.602	SIGN POST	EACH	30	\$ 52.00	\$ 1,560.00	\$ 99.75	\$ 2,992.50	\$ 98.80	\$ 2,964.00
2564.602	SIGN POST TYPE SPECIAL	EACH	14	\$ 52.00	\$ 728.00	\$ 99.75	\$ 1,396.50	\$ 98.80	\$ 1,383.20
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	300	\$ 3.00	\$ 900.00	\$ 3.41	\$ 1,023.00	\$ 3.38	\$ 1,014.00
2573.540	FIBER LOG	LF	200	\$ 5.00	\$ 1,000.00	\$ 4.73	\$ 946.00	\$ 4.68	\$ 936.00
2573.603	ROCK LOG	LF	300	\$ 12.00	\$ 3,600.00	\$ 10.50	\$ 3,150.00	\$ 15.60	\$ 4,680.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	4	\$ 850.00	\$ 3,400.00	\$ 1,500.00	\$ 6,000.00	\$ 365.00	\$ 1,460.00
2573.602	CONCRETE WASH-OUT AREA	EACH	2	\$ 0.01	\$ 0.02	\$ 1,500.00	\$ 3,000.00	\$ 365.00	\$ 730.00
2573.602	INLET PROTECTION	EACH	23	\$ 300.00	\$ 6,900.00	\$ 250.00	\$ 5,750.00	\$ 92.00	\$ 2,116.00
2575.523	EROSION CONTROL BLANKET CATEGORY II	SY	612	\$ 2.00	\$ 1,224.00	\$ 2.36	\$ 1,444.32	\$ 2.34	\$ 1,432.08
2575.505	SODDING TYPE LAWN	SY	13814	\$ 3.50	\$ 48,349.00	\$ 7.61	\$ 105,124.54	\$ 7.54	\$ 104,157.56
2575.535	WATER	MGAL	463	\$ 48.00	\$ 22,224.00	\$ 21.00	\$ 9,723.00	\$ 20.80	\$ 9,630.40
2575.601	SITE RESTORATION	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 4,368.00	\$ 4,368.00
2575.601	EROSION & SEDIMENT CONTROL	LS	1.00	\$ 8,000.00	\$ 8,000.00	\$ 6,300.00	\$ 6,300.00	\$ 3,125.00	\$ 3,125.00
2575.608	HYDRAULIC SOIL STABILIZER TYPE 6	LB	1378	\$ 4.00	\$ 5,512.00	\$ 2.68	\$ 3,693.04	\$ 2.65	\$ 3,651.70
T	SCHEDULE 1.0 - STREET - TOTAL CONSTRUCTION				\$ 798,853.58		\$ 839,156.78		\$ 886,536.75

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SCHEDULE 2.0 - SANITARY SEWER									
2104.501	REMOVE SEWER PIPE (SERVICE)	LF	1202	\$ 5.00	\$ 6,010.00	\$ 5.00	\$ 6,010.00	\$ 5.25	\$ 6,310.50
2104.601	REMOVE SEWER PIPE (TRANSITE)	LF	80	\$ 53.00	\$ 4,240.00	\$ 50.00	\$ 4,000.00	\$ 52.53	\$ 4,202.40
2503.602	TEMPORARY SANITARY SEWER BYPASS	EACH	15	\$ 525.00	\$ 7,875.00	\$ 500.00	\$ 7,500.00	\$ 525.25	\$ 7,878.75
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	52	\$ 220.00	\$ 11,440.00	\$ 208.60	\$ 10,847.20	\$ 219.14	\$ 11,395.28
2503.602	8" X 4" PVC WYE	EACH	19	\$ 585.00	\$ 11,115.00	\$ 555.04	\$ 10,545.76	\$ 583.07	\$ 11,078.33
2503.602	12" X 4" PVC WYE	EACH	19	\$ 585.00	\$ 11,115.00	\$ 555.04	\$ 10,545.76	\$ 583.07	\$ 11,078.33
2503.602	12" X 6" PVC WYE	EACH	1	\$ 3,100.00	\$ 3,100.00	\$ 2,956.16	\$ 2,956.16	\$ 3,105.46	\$ 3,105.46
2503.602	15" X 4" PVC WYE	EACH	10	\$ 615.00	\$ 6,150.00	\$ 583.53	\$ 5,835.30	\$ 613.00	\$ 6,130.00
2503.602	18" X 4" PVC WYE	EACH	2	\$ 615.00	\$ 1,230.00	\$ 583.53	\$ 1,167.06	\$ 613.00	\$ 1,226.00
2503.602	18" X 6" PVC WYE	EACH	1	\$ 3,200.00	\$ 3,200.00	\$ 2,974.98	\$ 2,974.98	\$ 3,125.25	\$ 3,125.25
2503.603	4" PVC SANITARY SEWER SERVICE PIPE - SDR 26	LF	1202	\$ 26.00	\$ 31,252.00	\$ 24.42	\$ 29,352.84	\$ 25.65	\$ 30,831.30
2503.603	6" PVC SANITARY SEWER SERVICE PIPE - SDR 26	LF	60	\$ 28.00	\$ 1,680.00	\$ 26.00	\$ 1,560.00	\$ 27.31	\$ 1,638.60
2506.602	INSTALL CASTING LID	EACH	30	\$ 173.00	\$ 5,190.00	\$ 569.25	\$ 17,077.50	\$ 597.00	\$ 17,910.00
2506.602	ADJUST STRUCTURE (SANITARY)	EACH	1	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 1,260.00	\$ 1,260.00
2506.602	ADJUST FRAME & RING CASTING (SANITARY)	EACH	30	\$ 420.00	\$ 12,600.00	\$ 400.00	\$ 12,000.00	\$ 360.00	\$ 10,800.00
T	SCHEDULE 2.0 - SANITARY - TOTAL				\$ 116,697.00		\$ 122,772.56		\$ 127,970.20

CITY OF NEWPORT
2013 STREET IMPROVEMENT PROJECT
BID TABULATION
June 27, 2010

McNamara Contracting, Inc.
 16700 Chippendale Avenue
 Rosemount, MN 55068

Northdale Construction Co., Inc.
 9760 71st Street NE
 Albertville, MN 55301

Valley Paving Incorporated
 8800 13th Avenue East
 Shakopee, MN 55379

SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
SCHEDULE 3.0 - WATERMAIN									
2104.601	REMOVE PIPE (WATER SERVICE)	LF	275	\$ 6.00	\$ 1,650.00	\$ 5.00	\$ 1,375.00	\$ 5.25	\$ 1,443.75
2504.602	ADJUST VALVE BOX	EACH	28	\$ 335.00	\$ 9,380.00	\$ 300.00	\$ 8,400.00	\$ 175.00	\$ 4,900.00
2504.602	1" CORPORATION STOP	EACH	10	\$ 265.00	\$ 2,650.00	\$ 253.20	\$ 2,532.00	\$ 266.00	\$ 2,660.00
2504.602	1" CURB STOP & BOX	EACH	10	\$ 310.00	\$ 3,100.00	\$ 292.98	\$ 2,929.80	\$ 307.80	\$ 3,078.00
2504.603	1" TYPE K COPPER PIPE	LF	275	\$ 30.00	\$ 8,250.00	\$ 28.03	\$ 7,708.25	\$ 29.41	\$ 8,087.75
2504.604	4" POLYSTYRENE INSULATION	SY	47	\$ 52.00	\$ 2,444.00	\$ 49.40	\$ 2,321.80	\$ 51.89	\$ 2,438.83
T	SCHEDULE 3.0 - WATERMAIN - TOTAL				\$ 27,474.00		\$ 25,266.85		\$ 22,608.33
SCHEDULE 4.0 - STORM									
2451.507	GRANULAR BEDDING (CV) (PIPE)	CY	240	\$ 26.00	\$ 6,240.00	\$ 25.00	\$ 6,000.00	\$ 26.26	\$ 6,302.40
2503.541	12" RC PIPE SEWER DES 3006 CL V	LF	171	\$ 42.00	\$ 7,182.00	\$ 39.77	\$ 6,800.67	\$ 41.78	\$ 7,144.38
2506.502	CONST DRAINAGE ST. DESIGN SPECIAL 24"X36"	EACH	2	\$ 2,400.00	\$ 4,800.00	\$ 1,653.48	\$ 3,306.96	\$ 1,737.01	\$ 3,474.02
2506.521	INSTALL CASTING	EACH	5	\$ 650.00	\$ 3,250.00	\$ 702.55	\$ 3,512.75	\$ 640.96	\$ 3,204.80
2506.602	CONNECT TO EXISTING STRUCTURE (STORM)	EACH	1	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.50	\$ 1,050.50
2506.602	ADJUST STRUCTURE (STORM)	EACH	3	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00	\$ 771.27	\$ 2,313.81
2506.602	ADJUST FRAME & RING CASTING (STORM)	EACH	15	\$ 420.00	\$ 6,300.00	\$ 400.00	\$ 6,000.00	\$ 360.00	\$ 5,400.00
T	SCHEDULE 4.0 - STORM - TOTAL				\$ 30,322.00		\$ 27,820.38		\$ 28,889.91

CITY OF NEWPORT
2013 STREET IMPROVEMENT PROJECT
BID TABULATION
June 27, 2010

McNamara Contracting, Inc.
 16700 Chippendale Avenue
 Rosemount, MN 55068

Northdale Construction Co., Inc.
 9760 71st Street NE
 Albertville, MN 55301

Valley Paving Incorporated
 8800 13th Avenue East
 Shakopee, MN 55379

SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
SCHEDULE 5.0 - ALTERNATE BID									
2531.507	6" CONCRETE DRIVEWAY PAVEMENT (APRON)	SY	1008	\$ 38.00	\$ 38,304.00	\$ 52.80	\$ 53,222.40	\$ 41.34	\$ 41,670.72
2575.561	BLOWN COMPOST SEEDING	SY	13814	\$ 1.80	\$ 24,865.20	\$ 1.76	\$ 24,312.64	\$ 1.75	\$ 24,174.50
2575.535	WATER	MGAL	463	\$ 40.00	\$ 18,520.00	\$ 39.90	\$ 18,473.70	\$ 39.52	\$ 18,297.76
2575.601	SITE RESTORATION	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 14,366.36	\$ 14,366.36
ADJ	SODDING TYPE LAWN	SY	-13814	\$ 3.50	\$ (48,349.00)	\$ 7.61	\$ (105,124.54)	\$ 7.00	\$ (96,698.00)
ADJ	WATER	MGAL	-463	\$ 48.00	\$ (22,224.00)	\$ 21.00	\$ (9,723.00)	\$ 19.00	\$ (8,797.00)
ADJ	SITE RESTORATION	LS	-1.00	\$ 15,000.00	\$ (15,000.00)	\$ 10,500.00	\$ (10,500.00)	\$ 1.00	\$ (1.00)
T	SCHEDULE 5.0 - ALTERNATE BID - TOTAL				\$ 11,116.20		\$ (18,838.80)		\$ (6,986.66)
BID SUMMARY									
T	SCHEDULE 1 - STREET - TOTAL				\$ 798,853.58		\$ 839,156.78		\$ 886,536.75
T	SCHEDULE 2 - SANITARY - TOTAL				\$ 116,697.00		\$ 122,772.56		\$ 127,970.20
T	SCHEDULE 3 - WATERMAIN - TOTAL				\$ 27,474.00		\$ 25,266.85		\$ 22,608.33
T	SCHEDULE 4 - STORM - TOTAL				\$ 30,322.00		\$ 27,820.38		\$ 28,889.91
T	SCHEDULE 5 - ALTERNATE BID - TOTAL				\$ 11,116.20		\$ (18,838.80)		\$ (6,986.66)
T	GRAND TOTAL				\$ 984,462.78		\$ 996,177.77		\$ 1,059,018.53

I Hereby certify that this tabulation of the bids received is accurate to the best of my knowledge and belief and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Jim Stremel, P.E.
 Reg No. 45782

June 27, 2013
 Date

All figures shown in italics and/or highlighted are different than figures shown on bids received. These figures correct a computation error or have been changed to reflect the intent of the bid.

Text25	Text26	Text27	Text28	Comments
Paid Chk# 000186E	FEDERAL TAXES	41463	9,215.60	FICA, Medicare, Federal
Paid Chk# 000187E	MN REVENUE	41463	1,917.60	State taxes
Paid Chk# 000188E	DELTA DENTAL OF MN	41463	1,089.52	dental insurance
Paid Chk# 000189E	ING LIFE INSURANCE & ANNUITY	41463	409.82	MSRS
Paid Chk# 000190E	MN REVENUE	41470	691.00	Water Sales and Use tax
Paid Chk# 015144	ING LIFE INSURANCE & ANNUITY	41464	1,723.00	
Paid Chk# 015145	MN CHILD SUPPORT PAYMENT CNT	41464	302.72	1445931401
Paid Chk# 015146	NCPERS MINNESOTA	41464	80.00	Addt. Life
Paid Chk# 015147	PERA	41464	7,838.43	
Paid Chk# 015148	SELECTACCOUNT	41464	567.00	
Paid Chk# 015149	ADVANCED SPORTSWEAR	41473	32.06	Uniform
Paid Chk# 015150	ALLIED BLACKTOP COMPANY	41473	54,972.00	Sealcoat roads
Paid Chk# 015151	ARCADE ASHALT INC.	41473	6,900.00	Asphalt work and curb repair
Paid Chk# 015152	ATOMIC-COLO, LLC	41473	3,380.42	IT support and security
Paid Chk# 015153	AUTO NATION	41473	33.33	Oil for squad car
Paid Chk# 015154	B&K TRAINING, INC.	41473	800.00	1st Responder Refresher
Paid Chk# 015155	CABELAS	41473	88.85	Work bag
Paid Chk# 015156	Cardmember Services	41473	2,211.91	Credit card bill
Paid Chk# 015157	CENTURY COLLEGE	41473	1,800.00	Firefighting class
Paid Chk# 015158	CENTURY LINK	41473	433.15	Phones and internet
Paid Chk# 015159	COMCAST	41473	439.36	Library and public works
Paid Chk# 015160	COMMERCIAL ASPHALT CO.	41473	1,145.52	Asphalt
Paid Chk# 015161	COTTAGE GROVE, CITY OF	41473	424.53	Joint sealer
Paid Chk# 015162	DEB MCDONALD	41473	43.00	Mileage reimbursement
Paid Chk# 015163	DEBORA HILL	41473	220.42	Mileage reimbursement
Paid Chk# 015164	DIVERSIFIED INSPECTIONS	41473	506.00	Ground ladder
Paid Chk# 015165	EHLERS	41473	1,050.00	Street lights and storm water
Paid Chk# 015166	FAIR OFFICE WORLD	41473	324.00	Office supplies
Paid Chk# 015167	FERGUSON WATERWORKS #2516	41473	166.47	Water supplies
Paid Chk# 015168	FIRE SAFETY USA, INC.	41473	230.00	Firefighter helmet
Paid Chk# 015169	FLEET ONE LLC	41473	2,205.30	Petro
Paid Chk# 015170	FRONTIER AG & TURF	41473	25.10	Airfilter and pump
Paid Chk# 015171	G & K SERVICES	41473	185.59	Uniforms public works
Paid Chk# 015172	GERLACH OUTDOOR POWER EQUIII	41473	290.57	Mower repairs
Paid Chk# 015173	GERTENS	41473	43.71	Ditch repair woodbury road
Paid Chk# 015174	GOOSE CREEK ELECTRIC	41473	18.40	Overpaid for electrical permit
Paid Chk# 015175	GOPHER STATE ONE-CALL	41473	159.60	
Paid Chk# 015176	HAWKINS	41473	1,555.62	
Paid Chk# 015177	LIBERTY NAPA OF NEWPORT	41473	223.86	Shop supplies
Paid Chk# 015178	LINDA MICHIE	41473	0.00	Conference fee
Paid Chk# 015179	MENARDS - COTTAGE GROVE	41473	401.58	city hall
Paid Chk# 015180	Metropolitan Council	41473	14,855.66	
Paid Chk# 015181	MICROFACS INC.	41473	187.73	Rollfilm to CDRom
Paid Chk# 015182	MN BUREAU OF CRIMINAL APP.	41473	4.16	Crime Prevention Cards
Paid Chk# 015183	MN DEPT OF LABOR AND INDUSTRY	41473	589.83	Building permit surcharge
Paid Chk# 015184	MN REVENUE	41473	0.00	water sales and use tax
Paid Chk# 015185	NORTHERN TECHNOLOGIES	41473	5,650.00	Geotechnical report for street
Paid Chk# 015186	ON SITE SANITATION	41473	443.54	Lions, Loveland, Pioneer parks
Paid Chk# 015187	OXYGEN SERVICE CO.	41473	16.67	Oxygen
Paid Chk# 015188	PITTNEY BOWES POSTAGE BY PHC	41473	319.99	
Paid Chk# 015189	RENEE HELM	41473	69.78	mileage reimbursement
Paid Chk# 015190	RIVERTOWN MULTIMEDIA	41473	774.25	Newspaper posting
Paid Chk# 015191	RUMPCA COMPANIES INC.	41473	57.71	Mulch for 10th Street
Paid Chk# 015192	SAMS CLUB/GECRB	41473	90.00	Renewal fee
Paid Chk# 015193	SOUTH SUBURBAN RENTAL, INC.	41473	17.23	Roller city hall
Paid Chk# 015194	ST. PAUL PARK REFINING CO. LLC	41473	2,331.78	
Paid Chk# 015195	SW/WC SERVICES COOPERATIVES	41473	14,346.00	
Paid Chk# 015196	TENNIS SANITATION LLC	41473	21.80	garbage city hall and public w
Paid Chk# 015197	THUMB THINGS/BUTTON WORKS	41473	214.25	Buttons for Pioneer Day

Paid Chk# 015198	TKDA	41473	3,532.60
Paid Chk# 015199	TOWN AND COUNTRY FENCE	41473	2,400.00 Tennis court fence
Paid Chk# 015200	UNIFORMS UNLIMITED, INC.	41473	44.89 Uniforms
Paid Chk# 015201	USA INFLATABLES	41473	267.19 Peioneer Day inflatables
Paid Chk# 015202	VERIZON	41473	296.20 Air cards
Paid Chk# 015204	LINDA MICHIE	41473	15.00 Reimburse for Pioneer Day boot
Paid Chk# 015205	MN HISTORICAL SOCIETY	41473	70.00 Heritage Pres. Comm. Conferenc
	Staff		30,086.61
			180,847.91

Cardmember Services

July

Hanson	Global Industrial	2 steel trash cans	\$86.58	yes
Neska	Sherwin Williams	Paint	\$37.15	yes
	Glass & Mirror	Mirror for bathroom	\$124.85	yes
	Global Industrial	Paint for Gopher 1 marking	\$273.35	yes
Mailand	The Home Depot	Credit for returned item	(\$74.96)	yes
	NFPA National Fire Protect		\$277.95	pending
	Promotions Now		\$56.03	pending
	Mike's Shoe Repair		\$74.00	pending
	Office Max		\$106.72	pending
Montgomery	Cabela's	Ammo	\$60.46	yes
	LabMark Safety	Evidence containers	\$94.12	yes
	Gander Mountain	Ammo	\$44.94	yes
	OfficeMax	Toner	\$77.12	yes
Helm	Target	Summer Rec supplies	\$54.29	yes
	Michaels	Summer Rec supplies	\$62.04	yes
	ICMA Internet	Dues	\$150	yes
	TLF Cootage Grove Floral	Flowers for Johnson funeral	\$80.24	yes
	IMPARK	parking	\$10	yes
	IMPARK	parking	\$10	yes
Hill	Holiday Inn	Conference hotel	\$291.22	yes
	Best Buy	Monitor	\$135.67	yes
	Best Buy	Exchange monitor for new one	\$64.27	yes
	Best Buy	Speakers for monitor	\$22.48	yes
	Holiday Inn	Porter's Restaurant	\$19.43	yes



MEMO

TO: Mayor and Council

FROM: Deb Hill, City Administrator

DATE: July 11, 2013

SUBJECT: Library Assistant Position

Background:

The previous Library Assistant was removed from the position in May and we have been waiting for the past two months to see if Veteran's Preference Rights would be exercised - we received notice last week that the rights will not be exercised. We have been paying him for 15 hours a week for the past two months with Gina Dueffert filling in since the removal.

Discussion:

Staff has worked with the Library Board to review the job description but that has recently become problematic in finding time that the board can gather a quorum. Renee, Bruce and I have gone over the description and made a few revisions that did incorporate comments that we previously received from the Library Board. We are also changing the title to "Library and Community Center Attendant" as it better reflects the job duties. We are requesting that the council authorize staff to advertise and hire a new Library and Community Center Attendant.

**CITY OF NEWPORT
LIBRARY AND COMMUNITY CENTER ATTENDANT JOB DESCRIPTION**

POSITION: Part-time Library and Community Center Attendant

DEPARTMENT: Administration

SUPERVISED BY: City Administrator
Executive Analyst

DATE: Revised July 10, 2013

CLASS: Exempt

PRIMARY OBJECTIVE OF THE POSITION:

Assist in the operation of the Newport Library and Community Center.

RELATIONSHIPS:

Reports directly to the Executive Analyst and/or the City Administrator

TIME REQUIREMENTS:

Employee(s) will work up to 20 hours per week.

ESSENTIAL FUNCTIONS OF THE JOB:

- Conducts formalized patron interviews to assess needs/requests, and performs moderately complex searches of print and multimedia resources to locate information, in the most cost effective manner.
- Performs services for patrons utilizing the multiple functions of the computerized circulation system such as: inventory control of materials; assessing condition of returned materials; computes and collects fines for late or lost items; and assists in locating library materials and information, as needed.
- Assists with cataloging and classification of library materials.
- Recruits and coordinates volunteers and their schedules.
- Notifies direct supervisor of closures.
- Receives and records receipts for all transactions, including, but not limited to, copies, faxes, and book sales.

- Understands and implements policies such as the Volunteer Policy and Library and Community Center Policy.
- Assists with library events, as needed.
- Compiles, calculates and prepares reports.
- Performs organizational tasks such as filing material and records; sorting and removing obsolete material; and minor janitorial work.
-
- Attends Library Board meetings.
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to work courteously and effectively with the public, Library Board, and other employees
- Ability to communicate effectively
- Ability to be tactful and adept in dealing with a wide variety of people
- Ability to read and comprehend English
- Ability to learn and use new technologies
- Ability to explain the services and procedures of the library
- Ability to report to work on a regular and timely basis
- Ability to search and answer reference questions
- Ability to act in a decisive manner, using good judgment.
- Ability to provide high quality service by identifying customer expectations and responding appropriately to their needs
- Knowledge of general public library policies, methods, and procedures; basic books and library materials for both adults and children; principles of cataloging and classification; reference sources, computer systems such as Internet Explorer and Microsoft Office.

MINIMUM QUALIFICATIONS:

- Previous experience in customer service and working independently
- Intermediate level of proficiency in Internet Explorer and Microsoft Word and Excel.
- Excellent written and verbal communication skills.
- General knowledge of organizational skills

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to use the following on an occasional to frequent basis: talking, hearing, walking, standing, reading, crouching, kneeling, stooping, gripping, reaching up, reaching down, or reaching out, and climbing stairs.

The employee must frequently lift and/or move up to 10 pounds and 50 pounds on occasion. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those and employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

HOURLY RANGE

The hourly range is from \$10.00 - \$12.00, depending on qualifications.



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: July 8, 2013

SUBJECT: Regulations for Off-Sale Intoxicating Liquor Licenses

BACKGROUND

At the August 2, 2012 City Council meeting, the City Council requested that staff draft language to add to Section 500.02, Subd. 5 regulating the distance between off-sale intoxicating liquor licenses. This was later put on hold due to pending litigation, which has since been resolved. Newport currently has two businesses with off-sale liquor licenses. The first is Red Rock Saloon, located at 374 21st Street and the second is Newport Liquor Store, located at 1638 Hastings Avenue.

DISCUSSION

The City Council will need to discuss whether or not it would like to add language to Section 500.02, Subd 5 regulating the distance between off-sale intoxicating liquor licenses. In regards to State regulations, the State leaves certain regulations, such as the number of off-sale liquor licenses and the distance between them, up to municipalities so that they can regulate according to their demographics and needs. Currently, the City allows for a maximum of five (5) off-sale intoxicating liquor licenses.

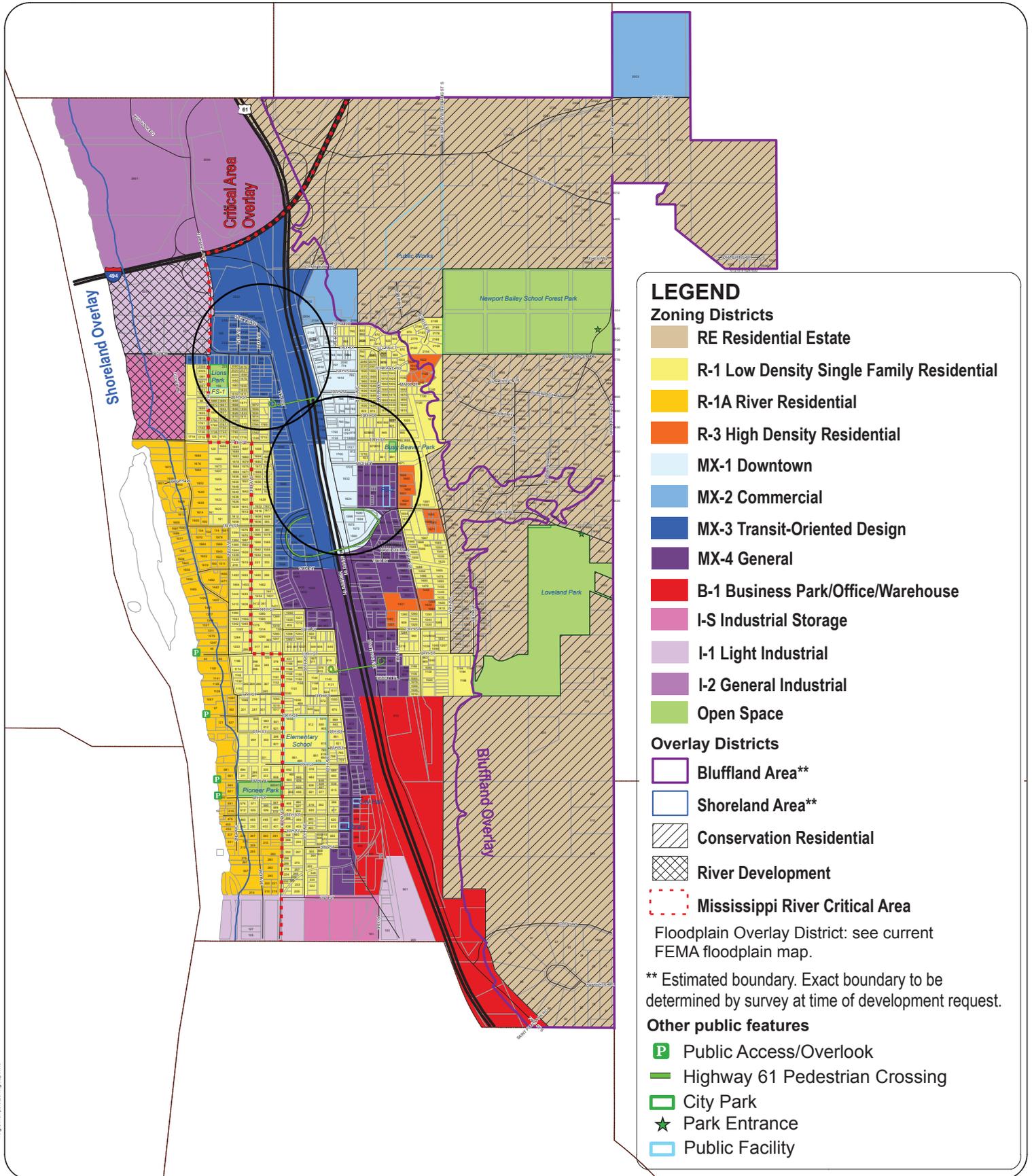
If the City Council wishes to do so, City staff is recommending that the distance be either a minimum of 1,000 feet or one off-sale intoxicating license for each side of Highway 61. Attached for your review is a map with a 1,000 foot radius around the two businesses that currently hold off-sale intoxicating liquor licenses. Also attached for your review is Ordinance No. 2013-7 and a red-lined version of Section 500.02.

RECOMMENDATION

The City Council may approve Ordinance No. 2013-7 as is, approve it as amended, or deny it.



City of Newport Zoning Map



LEGEND

Zoning Districts

- RE Residential Estate
- R-1 Low Density Single Family Residential
- R-1A River Residential
- R-3 High Density Residential
- MX-1 Downtown
- MX-2 Commercial
- MX-3 Transit-Oriented Design
- MX-4 General
- B-1 Business Park/Office/Warehouse
- I-S Industrial Storage
- I-1 Light Industrial
- I-2 General Industrial
- Open Space

Overlay Districts

- Bluffland Area**
- Shoreland Area**
- Conservation Residential
- River Development
- Mississippi River Critical Area

Floodplain Overlay District: see current FEMA floodplain map.

** Estimated boundary. Exact boundary to be determined by survey at time of development request.

Other public features

- Public Access/Overlook
- Highway 61 Pedestrian Crossing
- City Park
- Park Entrance
- Public Facility

Data sources: City of Newport, Washington County, Metropolitan Council
 Zoning Map Adopted June 20, 2013
 Map printed June 25, 2013



2,000 Feet



**CITY OF NEWPORT
ORDINANCE 2013-7**

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

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

Section 500 –Intoxicating Liquor

500.02 Licenses.

Subd. 5 Off-sale Licenses. Off-sale licenses shall be issued only to restaurants or exclusive liquor stores, and shall permit the sale of liquor only in its original container or packaging and for consumption off of the licenses premises. Off-sale licenses may not be located within 1,000 feet of an existing off-sale license.

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 18^h day of July, 2013.

Signed: _____
Tim Geraghty, Mayor

Attest: _____
Deb Hill, City Administrator

CHAPTER 5. ALCOHOLIC BEVERAGES

Section 500 - Intoxicating Liquor

500.02 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. Licenses shall be of four kinds: on-sale, Sunday on-sale, on-sale wine and off-sale.

Subd. 2 On-sale Licenses. On-sale licenses shall be issued only to hotels, clubs, restaurants, 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 12:00 noon and 12:00 o'clock midnight on Sundays to persons who are seated at tables. Sunday on-sale licenses shall be issued only to a hotel or restaurant 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 Off-sale Licenses. Off-sale licenses shall be issued only to restaurants or exclusive liquor stores, and shall permit the sale of liquor only in its original container or packaging and for consumption off of the licenses premises. ~~No more than five off-sale licenses shall be issued.~~ **Off-sale licenses may not be located within 1,000 feet of an existing off-sale license.**

Subd. 6 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.

HOLSTAD & KNAAK, PLC

Attorneys at Law

Frederic W. Knaak*
Wayne B. Holstad**

**Also Licensed in
Wisconsin & Colorado*

***Also Licensed in
Massachusetts, Iowa,
Federal Court of Claims*

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Donald W. Kohler
Thomas M. Dailey, P.A.
Matthew E. Ludt
Joseph B. Marshall

Paralegal
Michelle E. Hagland
mhagland@klaw.us

MEMORANDUM: PROSECUTION REPORT

TO: Newport Mayor, Council and City Manager
FROM: Fritz Knaak, City Attorney
Date: July 10, 2013

Our office has handled 30 criminal prosecution matters, broken down as follows for the month of June, 2013:

Pretrials: 9
Rule 8 & Arraignments: 14
Omnibus Hearings: 4
Court Trials: 0
Jury Trials: 2
Plea/Probation Violations: 0
Review Hearing: 0
Motion Hearing: 0
Sentencing: 1

Below are the numbers we received from the Washington County Hearing Officer for the month of June:

Newport

Customers	32	
Citations	32	
Charges	52	
Disposed	23	% Resolved
CFD/DUP	4	60.00%
Contest/NG	5	
DNQ	11	
Extension	7	
No Guidelines	2	
Parking	1	
Petty Misdemeanor	19	
Misdemeanor	32	

**JOINT POWERS AGREEMENT
OF THE
SWAT TEAM SERVING WASHINGTON COUNTY**

**Article 1
Enabling Authority**

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this “Agreement.”

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 626.76 provides that any appointive or elective agency or office of peace officers as defined in subdivision 3 may establish rules or regulations and enter into agreements with other agencies and offices for:

(1) assisting other peace officers in the line of their duty and within the course of their employment; and

(2) exchanging the agency's peace officers with peace officers of another agency or office on a temporary basis. Additionally, the agency or office may establish rules and regulations for assisting probation, parole, and supervised release agents who are supervising probationers, parolees, or supervised releases in the geographic area within the agency's or office's jurisdiction.

Subd. 2. Assistance.

(a) When a peace officer gives assistance to another peace officer, or to a parole, probation, or supervised release agent, within the scope of the rules or regulations of the peace officer's appointive or elected agency or office, any such assistance shall be within the line of duty and course of employment of the officer rendering the assistance.

(b) When a peace officer acts on behalf of another agency or office within the scope of an exchange agreement entered into under subdivision 1, the officer's actions are within the officer's line of duty and course of employment to the same extent as if the officer had acted on behalf of the officer's employing agency.

Subd. 3. Peace officer. For the purposes of this section, "peace officer" means any member of a police department, State Patrol, conservation officer, sheriff's office, or any other law enforcement agency, the members of which have, by law, the power of arrest.

Subd. 4. No enlargement of duties. This section shall in no way be construed as extending or enlarging the duties or authority of any peace officer or any other law enforcement agent as defined in subdivision 3 except as provided in this section.

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59, 626.76, and all other applicable statutes, rules and regulations, the following Parties:

- Washington County Sheriff's Office
- Bayport Police Department
- Cottage Grove Police Department
- Forest Lake Police Department
- Newport Police Department
- Oak Park Heights Police Department
- St. Paul Park Police Department
- Stillwater Police Department
- Woodbury Police Department

hereto agree as follows:

Article 2 Purpose

The Parties desire to establish a highly trained and skilled tactical team whereby they may jointly exercise powers common to law enforcement on issues requiring:

- 2.1 A response to critical incidents, including but not limited to, hostage, barricade, and sniper situations, high-risk apprehension, high-risk warrant service, personal protection, and special assignments
- 2.2 A coordinated and formal framework for membership and personnel commitments, overall operations, resources available, general management, and liability issues.
- 2.3 Provide other similar or related services and programs as determined by the Board.
- 2.4 Establish procedures to add qualifying Parties to this Agreement.
- 2.5 Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

Article 3 Name

The name of this entity shall be the Washington County Special Weapons and Tactics Team (SWAT).

Article 4 Governance

- 4.1. Governing Board. A governing board shall be formed to oversee the operation of the SWAT and shall be known as the Chief Law Enforcement Officer's Board (C.L.E.O.). This board will be comprised of the Washington County Sheriff, the Woodbury Public Safety Director, the Cottage Grove Public Safety Director and a CLEO representing the other agencies, or their respective designee.
- 4.2. Meetings. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).

- 4.3. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
- 4.4. Amendments. This Agreement may be amended from time to time as deemed necessary.

Article 5 Powers of the Board

- 5.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.
- 5.2. Specific Powers.
 - 5.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the SWAT. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e. fiscal management, personnel management).
 - 5.2.2. Expenses. The Board may incur expenses and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers, within its approved budget.
 - 5.2.3. Annual Budget. The annual budget consists of funds received from local law enforcement agencies, state grants, and Washington County. The SWAT budget will be approved by the Chief Law Enforcement Officer's Board.
 - 5.2.4. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.
 - 5.2.5. Officer assignments. The Board shall have the power and authority to determine guidelines, expectations and procedures of a Party's assigned officer and a Party's agency.

Article 6 Indemnification and Hold Harmless

- 6.1. Applicability. The SWAT shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The SWAT shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.
- 6.2. Indemnification and Hold Harmless. The SWAT shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SWAT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, will neglect of duty, or bad faith.

Article 7 Term

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

This Agreement is for Calendar Year 2012 and shall continue thereafter with those Parties who do not withdraw from the SWAT.

Article 8 Withdrawal and Termination

- 8.1 Withdrawal. A Party may withdraw from the SWAT by notifying the Chair in writing, providing a 120 day notice of said intention.
- 8.2. Effective Date and Obligations. Withdrawal shall be effective on the date approved by the Party and Board Chair. A withdrawing Party may reclaim any equipment it initially contributed to the SWAT when it first joined the team. The withdrawing Party is not entitled to a refund of any budget monies for that current year. In addition, the withdrawing Party is not entitled to any assets, which had been purchased through the combined SWAT budget process.
- 8.3 Removal of Officer. When, and if, an assigned Officer is removed from the SWAT, all SWAT equipment shall be promptly returned to the SWAT.
- 8.4. Termination. This Agreement shall remain in force until more than 50 percent of the Chief Law Enforcement Officer’s Board members vote to terminate the Agreement and have received approval, for the Agreement termination, from their respective city/county board. The termination date for this Agreement will take effect 120 days after the date of the vote.
 - 8.4.1 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

- 8.4.2 Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
- 8.4.3 Property acquired by the SWAT will be dispersed according to the process outlined in the bylaws.

Article 9
Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Washington County Sheriff who will maintain them at Washington County Law Enforcement Center.

IN WITNESS WHEREOF, the Parties, by action of their governing bodies, or their authorized designees, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, Section 471.59.

Washington County

Approved as to form and execution:

County Attorney/Date

By _____
Chair of Board

Date of Signature _____

Attest _____
Clerk to Board

Newport

Approved as to form and execution:

City Attorney/Date

By _____
Mayor

Date of Signature _____

Attest _____
City Administrator

June 2013

Newport Police Department
Activity Report

		Monthly Total	Yearly Total
ACCIDENTS		7	66
ADMINISTRATIVE		94	606
ALARMS		9	56
ANIMAL CALLS		12	59
ARRESTS	Felony	2	18
	Misdemeanor	8	48
	Gross Misd.	5	23
ASSAULTS	Aggravated		1
	Simple	2	8
ASSIST OTHER DEPT/OFFICER		69	355
ASSIST PUBLIC		176	1052
AUTO THEFT		1	1
	Attempted		
BURGLARY		1	13
	Attempted		2
CHILD ABUSE/NEGLECT			10
CIVIL DISPUTES		7	46
CRIMINAL SEXUAL CONDUCT			3
CURFEW			2
DAMAGE TO PROPERTY		7	24
DEATH INV.			3
DISORDER CONDUCT		1	9
DOMESTICS		25	80
DRIVING COMPLAINT		10	43
DRUGS/PARAPHERNALIA		1	15
DRUNKS/DETOX		3	11
D.W.I.		4	30
FIRECALLS		9	29
FORGERY			2
FOUND PROPERTY		1	8
HAR/COMM		1	10
HANG UPS (911)		4	21
HOMICIDE			1
JUVENILE PETTY CITATIONS		4	18
JUVENILE PROBLEMS		9	35
LOCK-OUTS		5	24
MEDICAL CALLS		20	131
MISSING PERSONS			5
ORDINANCE VIOLATIONS		62	206
ORDINANCE WINTER PARK			87
PROWLERS			
ROBBERY			1
	Attempted		1
RUN-AWAY			8
STOLEN AUTOS RECOVERED			8
SUSPICIOUS ACTIVITY		35	121
THEFT		10	60
	Attempted		
CITATIONS		115	669
TRAFFIC WARNINGS		89	484
		Monthly Total	Yearly Total
Overall Grand Total All Events		808	4513