



**CITY OF NEWPORT  
REGULAR COUNCIL MEETING  
NEWPORT CITY HALL  
FEBRUARY 4, 2016 – 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  
Fire Chief: Steven Wiley  
Asst. to the City Admin: 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 January 21, 2016 Regular City Council Meeting
  - B. Minutes of the January 21, 2016 City Council Workshop Meeting
  - C. List of Bills in the Amount of \$65,350.01
  - D. Gambling Permit
  - E. Summary of Ordinance No. 2016-2
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
  - A. Clean Water Fund Grant Agreement between the City of Newport and Metropolitan Council
  - B. Animal Control Agreement between the City of Newport and Save the Strays
10. ATTORNEY'S REPORT
11. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
12. FIRE CHIEF'S REPORT
13. ENGINEER'S REPORT
14. SUPERINTENDENT OF PUBLIC WORKS REPORT

Agenda for 02-04-16

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- |  |                   |           |
|--|-------------------|-----------|
| 1. Planning Commission Meeting             | February 11, 2016 | 6:00 p.m. |
| 2. City Offices Closed for Presidents' Day | February 15, 2016 |           |
| 3. City Council Meeting                    | February 18, 2016 | 5:30 p.m. |
| 4. Park Board Meeting                      | February 25, 2016 | 6:30 p.m. |



**City of Newport  
City Council Minutes  
January 7, 2016**

**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; Tom Ingemann; Bill Sumner; Tracy Rahm; Dan Lund

**Council Absent** –

**Staff Present** – Deb Hill, City Administrator; Bruce Hanson, Supt. of Public Works; Renee Eisenbeisz, Assistant to the City Administrator; Fritz Knaak, City Attorney; Larry Osterman, Sergeant; Sherri Buss, TKDA Planner

**Staff Absent** – Steve Wiley, Fire Chief; Jon Herdegen, City Engineer;

**4. ADOPT AGENDA**

**Motion by Ingemann, seconded by Rahm, to adopt the Agenda as presented. With 5 Ayes, 0 Nays, the motion carried.**

**5. ADOPT CONSENT AGENDA**

**Councilman Ingemann** - I would like to remove the resolution for the election judges out for discussion.

**Councilman Sumner** - I have a comment on the minutes, it says "I heard from a building", it should be "builder."

**Motion by Rahm, seconded by Ingemann, to approve the Consent Agenda as amended, which includes the following items:**

A. Minutes of the January 7, 2016 Regular City Council Meeting as amended

B. List of Bills in the Amount of \$345,380.24

C. Gambling Permit

E. **Resolution No. 2016-3** - Accepting Donations for the Period of December 1, 2015 - January 14, 2016

**With 5 Ayes, 0 Nays, the motion carried.**

**D. Resolution No. 2016-2 - Establishing Hourly Rates for Election Judges**

**Councilman Ingemann** - The head judge gets \$10 and the regular judge gets \$9. The proposal is to go to \$11.50 for the head judge and \$0.50 for the regular judge. I propose \$11.50 for the head judge and \$10 for the regular judges.

**Councilman Sumner** - Was there any reason for these rates?

**Asst. to the City Admin.** - It was just to be similar to the average County hourly rates. It's about \$3,200 per year.

**Councilman Rahm** - Compared to what they do, this is nothing when it comes down to it.

**Motion by Ingemann, seconded by Lund to approve Resolution No. 2016-2 as amended. With 5 Ayes, 0 Nays, the motion carried.**

#### **6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE**

**Virgil Voller, 1685 Kolff Street** - I'll pass this around, that's a long time ago with the mailman today. That was put in someone else's box on the 10th. They held on to it until that time. Someone should get on the mailman and get us some delivery during the day. The wife asked the person at Woodbury and we've been calling for years. They don't answer.

**Councilman Ingemann** - This was delivered in 2010 and you just got it today?

**Mr. Voller** - Yes. On your new houses that you want to build here in Newport, wouldn't it be feasible to make a diagram of the drains that are under the cement so the new owner knows where they go? Shouldn't it be in the final plans?

**Councilman Rahm** - They know where the connections go from the house to the street so I'm not sure what your question is.

**Mr. Voller** - All the drains that go to it should be outlined. The plans are thrown away. You had a good subject about \$600,000 on houses, the young fellow says that would be a bad idea. What about the houses that you bought out on the River, why did you do that?

**Mayor Geraghty** - That was a decision we made about 10 years ago when we decided not to spend \$3 or \$5 million to put in a levee and it would have been more economical to buy out the properties. We're getting half of them paid for. The levee will break eventually and they would be gone.

**Mr. Voller** - They can raise them up. Would you like a park named after you?

**Mayor Geraghty** - That's not for me to decide.

**Mr. Voller** - The industrial park would be a good place for it. The cheap street up there, you made it narrower. Now when they park on two sides, you can't get a fire truck through.

**Mayor Geraghty** - I never see cars on the street. They'll get them moved.

**Mr. Voller** - They don't have ladders so they don't worry about getting there or not.

**7. MAYOR'S REPORT** – Nothing to report.

#### **8. COUNCIL REPORTS** –

**Councilman Lund** - I had a brief discussion with Steve Bern, the head of the Newport Athletic Association and he is interested in setting up a formal procedure for reserving Loveland Park.

**Councilman Rahm** - Is it going to the Park Board first?

**Councilman Lund** - It's not there yet.

**Mayor Geraghty** - Just on scheduling the fields?

**Councilman Lund** - Yes, Woodbury doesn't have room anymore.

**Mayor Geraghty** - Do they have help yet?

**Councilman Lund** - No, he's looking for volunteers.

**Mayor Geraghty** - We want to make sure our kids have the same opportunity.

**Councilman Sumner** - I attended the Planning Commission meeting and they discussed the ordinance that is before us. I'd also like to thank the Planning Commission members, we have a good group there.

**Councilman Ingemann** - I wasn't able to attend the Planning Commission meeting, however I was at Lake of the Woods fishing. I got a 24 inch, 6 pound walleye. The yearly gas report, Newport is \$1.69, South St. Paul is \$1.65 and St. Paul Park is \$1.66.

**Councilman Rahm** - Nothing to report

## **9. ADMINISTRATOR'S REPORT –**

### **A. Classification and Compensation Study**

Julie Urell, Springsted, presented on this item as outlined in the January 21, 2016 City Council packet.

**Councilman Lund** - You added in an appendix relating to benefits, I found that really helpful. We have exceptional benefits including health care and vacation.

**Councilman Ingemann** - Looking at the recommendation it's basically, ok, thank you.

**Councilman Sumner** - It doesn't truly recognize where the employees are with their total compensation correct?

**Ms. Urell** - The scope of the study was looking at base compensation.

**Mayor Geraghty** - Do we want to adopt anything or take any action?

**Councilman Ingemann** - When we look at the budget.

**Councilman Lund** - I think it shows that we don't have any glaring deficiencies.

**Mayor Geraghty** - At some point we have to accept the pay grid?

**Councilman Lund** - We can do that later. When it's time to figure out raises again.

**Councilman Ingemann** - The recommendation doesn't say anything about that.

**Mayor Geraghty** - It says to determine the date of the adopted pay plan, when's that?

**Councilman Lund** - I think either the end of this year or at the end of 2017. Everyone is being paid fairly.

**Mayor Geraghty** - Any legal things we have to do?

**Attorney Knaak** - If you saw disparity, I think you would be compelled to follow it. You paid for it so you need to ask whether or not you should do anything.

**Councilman Ingemann** - The budget is already set.

**Admin. Hill** - I see it as, if we're not going to use it, we're not going to use it. It's a great tool for recruitment and for employees. Continuing to follow the premise that salaried is tied to the unions, there's no incentive for the salaried employees.

**Mayor Geraghty** - Would the 49ers fall into the grid system?

**Admin. Hill** - I imagine that will come up during negotiations.

**Councilman Lund** - If we were to use the grid, it would make sense to include the benefits. Because our benefits are higher and the current grid doesn't account for benefits, I don't think there would be any cost in implementing a grid with benefits. That's another reason to push it off until next budget year. I don't think we need to be ahead of the curve on total compensation.

**Councilman Ingemann** - The budget is already set and we already reduced it by \$150,000. We'll figure it out at the end of the year.

**Mayor Geraghty** - What methodology would you use to incorporate the benefits into the grid?

**Ms. Urell** - I'd need to look into that.

**Councilman Lund** - We offer five to ten days more on vacation so you can figure that into it. I don't think it makes sense for the City to implement a grid based on the average salaries when our benefits are above average.

**Councilman Sumner** - On the fringe benefits page, we don't have anything listed for PTO, would the same numbers for vacation slide down into that column?

**Ms. Urell** - It shows that for the organizations that have vacation and sick time, what the comparison is for Newport. For example, if you look at one year, Newport has 13.75 days, where the organizations have 11 days.

**Councilman Sumner** - Do those numbers drop down to the PTO. Where we're higher than average for vacation, we're below for PTO. Is that correct?

**Ms. Urell** - No because PTO incorporates both sick and vacation where vacation is separated out for Newport. If you look on the next page, you can see sick leave.

**Councilman Sumner** - At one year, sick and vacation is 25.75 and the average PTO is 19, that's pretty significant.

**Mayor Geraghty** - It sounds like we'll take it up again at budget time.

## **B. Zoning Amendments**

Sherri Buss, TKDA Planner, presented on this item as outlined in the January 21, 2016 City Council packet. The Planning Commission amended the Ordinance during their January 14, 2016 Planning Commission meeting. They changed Section 1330.05, Subd. 10 to say "enclosed accessory structure, no roof required" instead of "fully enclosed accessory structure."

**Councilman Rahm** - On the dynamic signs for businesses, is there a size maximum?

**Ms. Buss** - Not for dynamic signs, we assume they would be part of a pylon or billboard. There haven't been any changes to that.

**Councilman Sumner** - Would these impact the proposal for an electronic billboard?

**Councilman Rahm** - That's what I'm wondering.

**Ms. Buss** - They have to have a permit but they are allowed.

**Motion by Geraghty, seconded by Ingemann, to approve Ordinance No. 2016-2 as amended. With 5 Ayes, 0 Nays, the motion carried.**

**10. ATTORNEY'S REPORT** - Nothing to report.

**11. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT** -

**Councilman Sumner** - Any accidents with the snow fall?

**Sgt. Osterman** - Nothing major.

**Councilman Sumner** - Are kids staying off of the ponds?

**Sgt. Osterman** - I haven't seen anything.

**Supt. Hanson** - It's best for them to stay off of the ponds.

**12. FIRE CHIEF'S REPORT** – Nothing to report.

**13. ENGINEER'S REPORT** - Nothing to report.

**14. SUPERINTENDENT OF PUBLIC WORKS REPORT** -

**Supt. Hanson** - With the recent Flint, Michigan water issues, we've had some concerns. We want to verify to our residents that our water is safe. Our source water is out of two deep wells. We do annual testing, our consumer confidence report is available online and at City Hall. Our maximum contaminant level for lead is 15 ultra grams per liter and ours is 1.4. I haven't received the guidelines but we test tap water every three years and that's up this year.

**15. NEW/OLD BUSINESS**

**Mayor Geraghty** - I'd like to welcome the Newport Dollar Store.

**16. ADJOURNMENT**

**Motion by Geraghty, seconded by Ingemann, to adjourn the regular Council Meeting at 6:17 P.M. With 5 Ayes, 0 Nays, the motion carried.**

Signed: \_\_\_\_\_  
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz  
Assistant to the City Administrator



**City of Newport  
City Council Workshop Meeting Minutes  
January 21, 2016**

**1. ROLL CALL -**

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

**Council Absent** –

**Staff Present** – Deb Hill, City Administrator; Bruce Hanson, Superintendent of Public Works; Renee Eisenbeisz, Assistant to the City Administrator; Fritz Knaak, City Attorney;

**Staff Absent** - Steve Wiley, Fire Chief;

**2. DISCUSSION REGARDING INSPECTIONS FOR HOTELS AND MOTELS**

Asst. to the City Admin. Eisenbeisz presented on this item as outlined in the January 21, 2016 City Council Workshop packet. Councilman Lund recommended changing the definition of a hotel and motel and requiring weekly cleaning of rooms. The Council requested the following: the County to provide annual inspection reports of Boyd's Motel, the State Fire Marshall and Newport Fire Department to inspect, and the Sheriff's Office to monitor. The City Council will continue to review the inspection reports and discuss this matter at a future time.

**3. ADJOURNMENT**

Signed: \_\_\_\_\_  
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz  
Assistant to the City Administrator

**Recurring Checks**

Paid Chk# 000582E	FEDERAL TAXES	1/28/2016	\$6,057.66
Paid Chk# 000583E	MN REVENUE	1/28/2016	\$952.15 State taxes
Paid Chk# 000584E	MSRS	1/28/2016	\$3,172.65 HCSP & Vol. Retirement
Paid Chk# 000585E	SELECTACCOUNT	1/28/2016	\$692.07 HSPA
Paid Chk# 018263	COLONIAL LIFE	1/28/2016	\$53.74 Jan & Feb Life insurance
Paid Chk# 018264	COMCAST	1/28/2016	\$140.03
Paid Chk# 018265	RENEE EISENBEISZ	1/28/2016	\$20.68 Mileage reimbursement
Paid Chk# 018266	LEAF	1/28/2016	\$580.49 Copier rental
Paid Chk# 018267	NEOPOST	1/28/2016	\$128.39 Postage 1/4 equipment rental
Paid Chk# 018268	PERA	1/28/2016	\$3,683.63
Paid Chk# 018269	SAMS CLUB DIRECT	1/28/2016	\$155.77 Supplies
Paid Chk# 018270	UNUM	1/28/2016	\$206.03 Life & long-term disability
Paid Chk# 018271	VERIZON	1/28/2016	\$353.92
Paid Chk# 018272	XCEL ENERGY	1/28/2016	\$6,716.42
	Staff		\$15,017.79

**Non-recurring**

Paid Chk# 018273	ADVANCED GRAPHIX INC.	2/4/2016	\$495.00 2013 Explorrrer to Fire graphic
Paid Chk# 018274	BUSINESS FORMS AND ACCOUNTING	2/4/2016	\$19.00 W2 Envelopes
Paid Chk# 018275	DIETRICH ELECTRIC, INC	2/4/2016	\$1,034.70 Electrical inspections
Paid Chk# 018276	EDS TROPHIES INC	2/4/2016	\$10.00 Name plaques
Paid Chk# 018277	EHLERS	2/4/2016	\$1,260.00 Financial Management
Paid Chk# 018278	EHLERS	2/4/2016	\$280.00 Conference
Paid Chk# 018279	FRONTIER AG & TURF	2/4/2016	\$32.97 0828 repair
Paid Chk# 018280	INSTRUMENTAL RESEARCH, INC.	2/4/2016	\$36.00 Coliform bacteria
Paid Chk# 018281	INVER GROVE FORD	2/4/2016	\$574.19 PD 1350 repairs
Paid Chk# 018282	JOHN BARTL HARDWARE	2/4/2016	\$98.78 Supplies
Paid Chk# 018283	KENNEDY & GRAVEN, CHARTERED	2/4/2016	\$409.50 Legal fees for workers comp. i
Paid Chk# 018284	LIBERTY ELECTRICAL SOLUTIONS	2/4/2016	\$39.50 Reimburse electrical permit
Paid Chk# 018285	METROPOLITAN AREA MGMT ASSOC.	2/4/2016	\$45.00 Membership dues
Paid Chk# 018286	MINNESOTA DNR-OMB	2/4/2016	\$599.51 Water Permit
Paid Chk# 018287	MINUTEMAN PRESS	2/4/2016	\$73.00 Business cards
Paid Chk# 018288	NORTHLAND SECURITIES	2/4/2016	\$435.00 Coninuing disclosure reporting
Paid Chk# 018289	OXYGEN SERVICE CO.	2/4/2016	\$17.98 Oxygen supplies
Paid Chk# 018290	QUALITY FLOW SYSTEMS, INC.	2/4/2016	\$17,900.00 Pump replacement
Paid Chk# 018291	SNOWPLOW PLUS	2/4/2016	\$74.80 Plow harness
Paid Chk# 018292	SPRINGSTEAD INCORPORATED	2/4/2016	\$2,528.16 Classification & pay study & a
Paid Chk# 018293	SURPLUS SERVICES	2/4/2016	\$115.00 Supplies
Paid Chk# 018294	VIKING ELECTRIC SUPPLY	2/4/2016	\$140.50 Rink light
Paid Chk# 018295	WHEELER TANK MANUFACTURING	2/4/2016	\$1,200.00 Well 1 Repairs
			<b>\$65,350.01</b>

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

**Application fee (non refundable)**

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

**ORGANIZATION INFORMATION**

Organization name  
Pheasants Forever (Chapter 926 Park High River Valley Roosters)

Previous gambling permit number  
none

Minnesota tax ID number, if any  
4874648

Federal employer ID number (FEIN), if any  
411429149

**Type of nonprofit organization. Check one.**

Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address  
7757 Inskip Trail South

City  
Cottage Grove

State  
MN

Zip code  
55016

County  
Washington

Name of chief executive officer [CEO]  
Peter Soukup ( Chapter President )

Daytime phone number  
651-329-8133

E-mail address  
pete@garibs.com

**NONPROFIT STATUS**

**Attach a copy of ONE of the following for proof of nonprofit status.**

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:  
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103  
Phone: 651-296-2803

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

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

**IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

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

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

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.  
Tinucci's Resteaurnat

Address [do not use PO box]  
396 21st Street

City or township  
Newport

Zip code  
55055

County  
Washington

Date[s] of activity. For raffles, indicate the date of the drawing.  
4/19/16

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

Bingo\*  Raffle  Paddlewheels\*  Pull-tabs\*  Tipboards\*

**\*Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].

The application is denied.

Print city name \_\_\_\_\_

Signature of city personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Local unit of government must sign**

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print county name Washington County

Signature of county personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**TOWNSHIP. If required by the county.**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

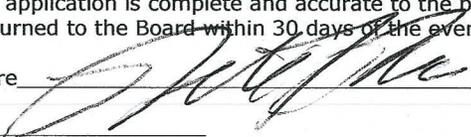
Print township name \_\_\_\_\_

Signature of township officer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

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

Chief executive officer's signature  Date 1/19/16

Print name Peter F. Soukup

**REQUIREMENTS**

**Complete a separate application for:**

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

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

**Send application with:**

a copy of your proof of nonprofit status, and

application fee (non refundable). Make check payable to "State of Minnesota."

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

**Financial report and recordkeeping required**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

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

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.</p>	<p>All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney</p>	<p>General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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Internal Revenue Service  
District Director

APR - 1988

Department of the Treasury

P O BOX A-3290 DPN 22-2  
CHICAGO, IL 60690

Date: APR 01 1988

Employer Identification Number:  
41-1429149

Contact Person:  
AUGUSTA L. SIMPSON

Contact Telephone Number:  
(312) 886-1278

PHEASANTS FOREVER  
P O BOX 75473  
ST PAUL, MN 55175

Our Letter Dated:  
Oct. 6, 1982  
Caveat Applies:  
No

Dear Applicant

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization of the type described in section 509(a)(2). Your exempt status under Code section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

PHEASANTS FOREVER

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "R. S. Wintrobe, Jr.", written in dark ink.

R. S. Wintrobe, Jr.  
District Director

**CITY OF NEWPORT  
SUMMARY OF AMENDMENTS TO ZONING ORDINANCE**

**THIS SUMMARY HAS BEEN PREPARED FOR  
PUBLICATION PURSUANT TO M.S. §412.191, Subd. 4**

**TITLE**

AN ORDINANCE AMENDING THE ZONING CODE, SECTION 1320 NONCONFORMING USES, LOTS, AND STRUCTURES, SECTION 1330 GENERAL DISTRICT REGULATIONS, AND SECTION 1380 SIGNS

**SUMMARY**

This ordinance amends Section 1320 (Nonconforming Uses, Lots, and Structures), Section 1330 (General District Regulations), and Section 1380 (Signs) as adopted by Ordinance on June 6, 2002 and subsequently amended, which contain the following sections:

1320.01	PURPOSE AND INTENT
1320.02	CONTINUANCE OF NONCONFORMING USES, LOTS, AND STRUCTURES
1320.03	EXEMPTIONS
1320.04	ABANDONMENT
1320.05	REPLACEMENT
1320.06	DESTRUCTION
1320.07	MAINTENANCE
1320.08	ALTERATIONS
1320.09	ACCESSORY STRUCTURES AND GARAGES
1320.10	NONCONFORMING SIGNS
1320.11	LOTS OF RECORD
1330.01	DISTRICT CLASSIFICATION
1330.02	ZONING MAP
1330.03	BOUNDARY LINES
1330.04	USES
1330.05	PERFORMANCE STANDARDS
1330.06	OFF-STREET PARKING AND DRIVEWAYS
1380.01	PURPOSE AND DEFINITIONS
1380.02	SEVERABILITY
1380.03	DEFINITIONS
1380.04	ADMINISTRATION AND ENFORCEMENT
1380.05	APPEALS
1380.06	EXEMPTIONS
1380.07	VIOLATIONS AND FINES
1380.08	GENERAL PROVISIONS APPLICABLE TO ALL DISTRICTS
1380.09	DISTRICT REGULATIONS
1380.10	BILLBOARDS
1380.11	SIGN MAINTENANCE
1380.12	NONCONFORMING SIGNS
1380.13	SIGN MATERIALS AND CONSTRUCTION

**PURPOSE AND INTENT**

The ordinance is adopted for the following purposes:

1. To match the State Statutes in regards to the destruction of nonconforming structures;
2. To allow trash enclosures to be of different material than the principal structure;

3. To update the language regarding building materials;
4. To update the language regarding signs to comply with a recent Supreme Court decision which states that cities may not have a sign ordinance that differentiates signs based on topic or content.

### **COMPLIANCE AND ENFORCEMENT**

No land shall be altered, divided, used, developed or redeveloped in a manner that does not comply with the provisions of the amended Zoning Ordinance. If any alteration, division, use, development or redevelopment occurs in violation of the Zoning Ordinance, the Zoning Administrator may, in addition to other remedies, institute any proper criminal action or proceedings in the name of the City of Newport, and hereby shall have the powers of a police officer to prevent such unlawful alteration, division, use, development or redevelopment; to restrain or correct such violations; to prevent occupancy of said property; or to prevent any illegal act, conduct business or use in or about said premises. Any person who violates a provision of the Zoning Ordinance is guilty of a misdemeanor and, upon conviction thereof, shall be fined or penalized not more than the maximum levels established by the State of Minnesota for misdemeanor offenses.

### **AVAILABILITY OF FULL TEXT**

A printed copy of the entire ordinance and the ordinance amendments is available for inspection by any person during the City's regular office hours. The Zoning Ordinance is also available on the City of Newport web site, [www.ci.newport.mn.us](http://www.ci.newport.mn.us).

Ordinance adopted and summary approved for publication by the City Council of the City of Newport, this 21st day of January, 2016.

\_\_\_\_\_  
Tim Geraghty, Mayor

ATTEST:

\_\_\_\_\_  
Deb Hill, Administrator/Clerk

**METROPOLITAN COUNCIL  
CLEAN WATER FUND GRANT AGREEMENT NO. SG-04415**

This Clean Water fund Grant Agreement ("Grant Agreement") is entered into this \_\_\_\_\_ [date of signature by both parties] between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the City of Newport, a municipal corporation ("Grantee").

**RECITALS**

1. The Minnesota Legislature, by Minnesota Session Laws 2015, 1<sup>st</sup> Special Session, chapter 2, article 2, section 9, appropriated to the Met Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund" or "clean water fund") for State fiscal years 2016 and 2017, for the purpose of establishing a water demand reduction grant program to encourage implementation of water demand reduction measures in municipalities in the Minneapolis – St. Paul metropolitan area.

2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 and 473.504, subdivision 5 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Grantee is authorized to receive grants from the Clean Water Fund to protect, enhance and restore water quality in lakes, rivers and streams, to protect groundwater from degradation and protect drinking water sources by encouraging implementation of water demand reduction measures by municipalities in the Minneapolis – St. Paul metropolitan area to ensure reliability and protection of drinking water supplies.

4. On September 23, 2015, Met Council authorized the granting of portions of the appropriation to the Grantees participating in the grant program, the portion for Grantee defined ahead in this Agreement as "Grantee Program."

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

**GRANT AGREEMENT**

**1. Term of Grant Agreement.**

1.1. Effective Date. The effective date of this Grant Agreement is the date stated above on which the Grant Agreement has been duly executed by both parties.

1.2. Grant Activity Period. The first day of the month following the Effective Date through and including the expiration date.

1.3. Expiration Date. Upon satisfactory fulfillment of obligations, but in no event later than June 30, 2017.

1.4. Survival of Terms. The following clauses survive the expiration, termination or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

## 2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.

2.1. The Grantee agrees to conduct, administer and complete in a satisfactory manner the program ("Grantee Program") which is described in Grantee's application to Met Council for assistance under the Met Council's Clean Water Fund grant program, which application is incorporated into this Grant Agreement as **Exhibit A**, and in accordance with the terms and conditions of this Grant Agreement. Specifically, the Grantee agrees to perform the "Grantee Program" in accordance with a specific timeline, all as described in **Exhibit B** of this Grant Agreement and to undertake the financial responsibilities described in **Exhibit B** to this Grant Agreement. The Grantee has the responsibility for and obligation to complete the "Grantee Program" as described in **Exhibit B**. The Met Council makes no representation or warranties with respect to the success and effectiveness of the "Grantee Program". The Met Council acknowledges that "Grantee Program" work may be limited to soliciting participation by its residents and businesses in the "Grantee Program" and requires additional work by the Grantee only to the extent that residents and businesses choose to participate in the "Grantee Program", all as described in the Grantee's application attached as **Exhibit A**.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. Grantee Representations and Warranties. The Grantee further covenants with and represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into, execute and deliver this Grant Agreement and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents and has provided to Met Council a copy of the resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the Clean Water Fund Grant Program, including the Grantee financial responsibilities as shown in **Exhibit B** and which also designates an authorized representative for the Grantee Program who is authorized to provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

B. It has legal authority to conduct and administer the Grantee Program and use the Grant Funds for the purpose or purposes described in this Agreement.

C. This Grant Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

D. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, and all other documents referred to herein.

E. It will comply with all of the provisions and requirements contained in and imposed by the Clean Water Funding legislation and appropriations from Clean Water Fund legislation, except as explicitly stated in this Grant Agreement that compliance will be handled by the Council.

F. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

G. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

H. Neither the execution and delivery of this Grant Agreement or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

I. The Grantee Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

J. The Grantee Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grantee Program.

K. It will comply with the financial responsibility requirements contained in **Exhibit B**.

L. It shall furnish such satisfactory evidence regarding the representations described herein as may be required and requested by the Met Council.

### 3. Time.

Grantee must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

### 4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee only for 75% of rebate or grant payments as defined in **Exhibit B**. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

### 5. Consideration and Payment.

5.1 Consideration. The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period in an amount as specified in this agreement. The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee or sub-recipients of any tier in the performance of the Grantee Program. The initial Grant amount to Grantee under this Grant Agreement is \$27,000.00. The Grantee may be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure set forth in the Grant Amendment Form attached hereto and made a part hereof as **Exhibit C**. Upon signature by both Grantee and Met Council on **Exhibit C** this Grant is amended by the amount of increase or decrease approved by Met Council in **Exhibit(s) C**.

5.2 **Advance.** The Met Council will make no advance of the Grant Amount to Grantee. The disbursement of the Grant Amount shall be in the form of reimbursement for eligible costs as provided ahead in this Section 5.

5.3. **Payment.** To obtain payment under this Grant Agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by the Met Council, and shall submit electronically scanned copies of receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request/Progress Reports must be submitted quarterly after this grant agreement has been executed, even if there have been no eligible costs to report and for which to seek reimbursement. The Grantee shall describe its compliance with its the financial requirements and work completed and specific addresses where work was undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents to the Met Council a Reimbursement Request/Progress Report and scanned copies of all receipts verifying the cost for all eligible devices reported and the Met Council's Authorized Representative accepts the invoiced services.

## 6. **Conditions of Payment.**

6.1. The Grantee must certify to the Council that work at each site for which payment is requested is done, that Grantee has received receipts for such work, that the work was not performed in violation of federal, Met Council, or local law or regulation and that Grantee has issued the appropriate permits for the work completed in the Grantee Program.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments hereunder shall be subject to the following conditions precedent:

A. The Met Council shall have received a Reimbursement Request/Progress Report for such amount of funds being requested, and electronically scanned copies of receipts verifying the cost for all eligible devices for that reporting period

B. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding on and enforceable against the Grantee.

C. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that all applicable and required building permits, other permits, bonds and licenses necessary for each site included in the Grantee Program including, where applicable, operation of the site, have been paid for, issued and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date and that each site under the Grantee Program is active and serving an occupied building.

D. No Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

E. The Grantee has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

## 7. **Authorized Representative.**

The Met Council's Authorized Representative is:

Name: Brian Davis or successor  
Title: Senior Engineer  
Mailing Address: 390 North Robert Street  
St. Paul, MN 55101  
Phone: (651) 602-1519  
E-Mail Address: [brian.davis@metc.state.mn.us](mailto:brian.davis@metc.state.mn.us)

or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Deb Hill, City Administrator  
Mailing Address: 596 7<sup>th</sup> Avenue, Newport, MN 55055  
Phone: 651-459-5677  
E-Mail Address: [dhill@newportmn.com](mailto:dhill@newportmn.com)

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

## **8. Assignment, Amendments, Waiver, and Grant contract Complete.**

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Met Council and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors, or their delegate in office.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Contract Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

## **9. Liability and Insurance.**

9.1 Liability. The Grantee and the Met Council agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Met Council is governed by the provisions contained in Minn. Stat. Chapter 466 as it may be amended, modified or replaced from time to time. The liability of the Grantee is governed by the provisions contained in such Chapter 466.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture

between the Grantee and the Met Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Grantee Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grantee Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grantee Program shall not have any contractual relationship with the Met Council related to the work of the Grantee Program and shall not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Met Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**10. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

**11. Government Data Practices.**

The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.

**12. Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

**13. Data Availability.**

To the extent and as requested by the Council, Grantee agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Grantee Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Grantee Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Grantee Program. The Council will put overall summary information on the internet and will encourage the Grantee put its city

information on the web. Grantee understands and agrees that Council may list its name and summary information on the internet or in any other Grantor reporting.

**14. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination.**

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

**16. Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Grantee will require compliance with this Section 16 by Grantee's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

**17. Notices.**

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grantee at:

City of Newport  
596 7<sup>th</sup> Avenue  
Newport, MN 55055  
Attention: Deb Hill

To the Met Council at:

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attention: Regional Administrator

With copy to:

MCES General Manager  
Metropolitan Council Environmental Services  
390 Robert Street North  
St. Paul, MN 55101

MCES Finance Director  
Metropolitan Council Environmental Services  
390 Robert Street North  
St. Paul, MN 55101

**18. Miscellaneous.**

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The grantee agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Grantee Program, and other appropriate outcomes of the Grantee Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Therefore, the Grantee hereby certifies to the Met Council that there was and is no traditional Grantee sources of funding for the City to help fund one-fourth (1/4) of the subject water efficiency rebate or grant work.

18.3 Measureable Outcomes. To the extent and upon request of the Council, Grantee agrees to demonstrate compliance with the following: A Grantee Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Grantee Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in section 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Grantee Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Grantee Program work, including the proposed measurable outcomes, must be made available for publication on the Web site required under section 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Grantee must compile and submit all information for funded Grantee Programs or programs, including the proposed measurable outcomes and all other items required under section 3.303, subdivision 10, to the Met Council and, if requested by the Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Grantee Programs that benefit Minnesota waters.

18.6 Website. If the Grantee has information on its website about the water efficiency grant program pursuant to Minn. Stat. § 114D.50, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the Legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person

may use to obtain additional information, as well as a link to the Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Grantee satisfying all application requirements related to Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2013 Session Laws chapter 137, article 2, section 9.

18.8 Data Availability. Data collected by the Grantee Programs, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of MN.IT Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Office of MN.IT Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of the Grantee Program funded with money from the clean water fund should be readily accessible on the Internet and identified as a Clean Water Fund Grantee Program.

18.9 Prevailing Wages. The Grantee agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

18.10. E-Verification. The Grantee agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.11 Disability Access. Where appropriate, Grantee of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.12. General Provisions.

(i) Grants. The Grantee shall implement this Grant Agreement according to Minnesota Statutes, section 16B.98, and shall account for all expenditures of funds.

(ii) Lawsuit. This Grant shall be canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

(iii) Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2015 Session Laws, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 9. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written

notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice to Grantee by Council of termination or unavailability of funds, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

**19. Default and Remedies.**

19.1 Defaults. The Grantee's failure to fully comply with all of the provisions contained in this Grant Agreement shall be an event of default hereunder ("Event of Default").

19.2 Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Met Council.
- c. Enforce any additional remedies the Met Council may have at law or in equity.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_  
Regional Administrator, successor, or delegatee

Date: \_\_\_\_\_

**GRANTEE:**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

## EXHIBIT A

### Metropolitan Council Water Efficiency Grant Application Form

#### Applicant Information

Municipality: City of Newport

Municipality Utility: Newport

Mailing Address: 596 7th Avenue, Newport, MN 55055

**Primary Contact Information:** The City/Community primary authorized representative (all correspondence and city responsibility regarding participation in the Grantee Program should be addressed to individual named below).

NAME: Deb Hill  
TITLE: City Administrator  
STREET: 596 7th Avenue  
CITY, ZIP: Newport, MN 55055  
PHONE: 651-459-5677  
EMAIL: [dhill@newportmn.com](mailto:dhill@newportmn.com)

#### Secondary Contact Information: City/Community Secondary Authorized Representative:

NAME: Deb Schulz  
TITLE: Accountant  
STREET: 596 7th Avenue  
CITY, ZIP: Newport, MN 55055  
PHONE: 651-459-5677  
EMAIL: [dschulz@newportmn.com](mailto:dschulz@newportmn.com)

Municipal Utility Total Per Capita Water Use (2013): 34,051 (94 gpcd)

Municipal Utility Residential Per Capita Water Use (2013): 19,366 (53 gpcd)

Municipal Utility Ratio of Peak Month to Winter Month Water Use (2013): 1.299

Municipality's estimated annual water savings from proposed program: 3,780,000

#### Municipal Utility Grant or Rebate Program Design

Requested Grant Amount (must equal 75% of total program budget): 27,000

Required Utility Matching Amount (must equal 25% of total program budget): 9000

Will your program be a grant program or rebate program: Rebate

Estimated Number of Items:

Item	Estimated Number
Toilets	260
Clothes Washing Machines	220
Irrigation System Controllers	10

**Metropolitan Council Water Efficiency Grant Application Form**

**Project Work Plan and Schedule\***

Task Description	Responsible Person/Group	Estimated Start Date	Estimated Completion Date
Program Promotion * facebook * city newsletter * city web site	Renee Deb S.	1-1-2016	Ongoing until funds depleted.
Develop forms for applying for rebate and tracking	Deb S.	n/a	Completed
Administer rebate process	Deb S.	1-15-2016	Until end date or when monies depleted.

\* Municipal utility may create own project plan and schedule form

## Metropolitan Council Water Efficiency Grant Application Form

### Communications to Property Owners

How will your program be advertised?

Newsletter

Print Media

Email

Twitter

Radio

Television

Please provide examples of proposed newsletter, print media, or email communication

### Critical Points to Remember

- The applying municipality must be a water supplier
- New construction and new developments are not eligible
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant funds for a municipality's rebate or grant program do not cover 100% of the program cost
- The municipality's rebate or grant amount cannot pay for 100% of the eligible activity's cost
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo

## EXHIBIT B

**Clean Water Fund Grant Program Overview & Goal, Structure, and Qualified Activities (for reference only; should anything herein be contradicted by the Agreement language, the Agreement terms prevail).**

### Overview

The Metropolitan Council (Council) will implement a water efficiency grant program effective September 30, 2015 to June 30, 2017. Grants will be awarded on a competitive basis to municipalities that manage municipal water systems. The Council will provide 75% of the program cost; the municipality must provide the remaining 25%. Grants will be made available in amounts with a minimum of \$2,000 and a maximum of \$50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water Land & Legacy Amendment reporting purposes.

### Legislative Directive

Minnesota 2015 Session Law Ch. 2, Art. 2, Sec. 9:

\$250,000 the first year and \$250,000 the second year are for the water demand reduction grant program to encourage implementation of water demand reduction measures by municipalities in the metropolitan area to ensure the reliability and protection of drinking water supplies.

### Grant Program Goal

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

### Critical Points to Remember

- The applying municipality must be a water supplier
- New construction and new developments are not eligible
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant funds for a municipality's rebate or grant program do not cover 100% of the program cost
- The municipality's rebate or grant amount cannot pay for 100% of the eligible activity's cost
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo

### Grant Program Structure

#### Administration and Funding

The water conservation grant program will be administered by the Metropolitan Council Environmental Services (MCES) and will be funded with \$500,000 appropriated by the 2015 Minnesota Legislature in Clean Water Funds for FY 2015-2016. Grant applications will be reviewed and ranked by the MCES Water Supply Planning Unit staff.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with devices that use substantially less water.

Grants will be awarded to municipalities in amounts ranging from \$2,000 to \$50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design of their rebate or grant program and its details. Grant payments to the municipality will be for 75% of approved rebate or grant program amounts. The municipality must provide the remaining 25% of the program cost. Rebates or grants are eligible for reimbursement on device replacements conducted September 30, 2015 through June 30, 2017.

**Please note:** municipalities may choose the amount of the rebate or grant to apply to any specified water device, up to and including 100% of eligible costs for the device replacements.

## Eligibility

Per legislative language, the grant program is limited to municipalities in the seven-county metropolitan area.

Communities eligible per above must apply to participate and, if approved, sign a standard Council grant agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that communities:

- Sign certification of work done to receive grants.
- Retain records, and cooperate with any audit.
- Do all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo.
- Agree to provide quantitative information for state reporting purposes.

Eligible water efficiency measures:

- Toilet replacement with a US EPA WaterSense labeled toilet
- Clothes washing machine replacement with an Energy Star qualified clothes washing machine
- Irrigation system audits by a WaterSense audit-certified professional that result in an irrigation system Controller *Replacements* with a WaterSense labeled controller, replacement of broken or inefficient sprinkler heads

Expenses eligible for rebate are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program. \

## Application Process

- Applicants must be municipal water suppliers.
- Municipalities will submit MCES supplied application form by November 30, 2015. Required information will include:
  - the municipality's rebate or grant program design and work plan (Template Provided)
  - examples or proposed examples of communications to property owners
  - requested total grant amount
  - estimated annual amount of water saved by the applying municipality.
- Metropolitan Council will notify municipalities of grant awards and provide agreements by December 31, 2015.

## Proposal Selection Criteria

Preference will be given to:

- Municipalities where total per capita water use is greater than 90 gallons per capita per day (gpcd) or residential per capita water use is greater than 75 gpcd (based on 2013 water data reported to the DNR)
- Municipalities that are supplied 100% with groundwater
- Municipalities with identified water supply issues in the Master Water Supply Plan Community Profiles (including location within the DNR North & East Metro Groundwater Management Area)
- Municipalities with a high ratio of peak monthly water use to winter monthly water use (based on 2013 water data reported to the DNR)
- The order in which applications are received and until grant funds are completely committed.

## Funding Process and Reporting Requirements

- Utilizing forms provided by MCES, the following information must be reported on a quarterly basis:
  - Number, type and amount of rebates or grants provided to property owners, along with each property address
  - Estimated annual gallons of water saved per installation
  - Municipality matching funds disbursed and encumbered for disbursement
  - Number of unmet funding requests from property owners
- Upon review and confirmation of the above information, including electronically scanned copies of receipts verifying the cost of eligible devices reported for that reporting period, MCES will process a grant payment in the amount of 75% of approved total rebates or grants for the reporting period.
- MCES will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

## Qualified Activities

- Toilet Replacements  
[http://www.epa.gov/WaterSense/product\\_search.html](http://www.epa.gov/WaterSense/product_search.html)
- Residential Clothes Washing Machine Replacements  
<http://www.energystar.gov/productfinder/product/certified-clothes-washers/results>
- Irrigation System Audits that result in Irrigation System Controller Replacements  
[http://www.epa.gov/watersense/outdoor/cert\\_programs.html](http://www.epa.gov/watersense/outdoor/cert_programs.html)  
[http://www.epa.gov/WaterSense/product\\_search.html](http://www.epa.gov/WaterSense/product_search.html)
- Irrigation System Controller Replacements only  
[http://www.epa.gov/WaterSense/product\\_search.html](http://www.epa.gov/WaterSense/product_search.html)

## Reporting and Rebate Example

### Municipality ABC

Property Address	Property Type	Water Device Replaced	#	Rebate or Grant per device	Total Rebate or Grant	Municipality Contribution	Eligible Grant Amount	Est Annual Water Saved (Gal)
2828 Service Rd, 55035	Residential	Toilet	2	\$50.00	\$100.00	\$25.00	\$75.00	250
		Clothes Washer	1	\$125.00	\$125.00	\$31.25	\$93.75	325
1658 Rockford Rd, 55034	Residential	Toilet	1	\$50.00	\$50.00	\$12.50	\$37.50	250
		Clothes Washer	1	\$125.00	\$125.00	\$31.25	\$93.75	325
		Irrigation Control	2	\$200.00	\$400.00	\$100.00	\$300.00	1575
52 Pennington Ave, 55035	Commercial	Toilet	4	\$50.00	\$200.00	\$50.00	\$150.00	500
<b>Totals</b>					<b>\$1,000.00</b>	<b>\$250.00</b>	<b>\$750.00</b>	<b>3225</b>

EXHIBIT C Revision #

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES**

**2015 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM  
GRANT AMENDMENT FORM**

NOTICE TO GRANTEE: Submission of this form is required to modify your city’s signed agreement with Metropolitan Council Environmental Services (MCES) 2015 Clean Water Fund Water Efficiency Grant program (Grantee Program).

Subsequent to determination of your city’s initial grant amount per the signed agreement, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program’s rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your agreement is as follows:

1. Your City’s designated authorized representative submits 2 signed copies of Exhibit B to MCES, with an attachment itemizing request(s) for a) pre-qualification of additional projects and/or b) changes to prior prequalified amounts.
2. Upon receipt of signed Exhibit B, MCES Program Administrator obtains Council authorized signatures that officially modifies the agreement, maintains in the contract file and returns a fully signed copy of Exhibit B indicating new grant amount to City’s designated authorized representative.

These steps **MUST OCCUR** via postal or other courier service to include original signatures and require retention of signed documents to be made available upon request.

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Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to increase your municipality’s grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to lesser demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as MCES approved):

- 4. Increase due to request for additional funding:
  
- 5. Decrease due to lessor demand:
  
- 6. Amended Grant Agreement Amount requested:

CITY NAME: \_\_\_\_\_

I request the above changes (sign with title and date):

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MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):

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COUNCIL AUTHORIZED SIGNATURE AND DATE

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Questions may be directed to the MCES Program Administrator:

Brian Davis  
MCES Senior Engineer  
390 Robert Street North  
St. Paul, MN 55101-1805  
Phone: (651) 602-1519  
Email: [brian.davis@metc.state.mn.us](mailto:brian.davis@metc.state.mn.us)

## **Animal Control Agreement**

**THIS AGREEMENT**, made \_\_\_\_\_ of day of \_\_\_\_\_ 20\_\_, by Save The Strays of 1439 Doman Drive #3 New Richmond, WI 54017, hereinafter referred to as “Humane Officer” or “Contractor”, and the City of Newport, Minnesota hereinafter referred to as “City”.

Whereas, the City is desirous of utilizing an independent contractor to perform certain animal control services as provided herein. South St. Paul Animal Hospital hereinafter referred to as “Impound Facility”.

**WITNESSETH**, that the Humane Officer and the City, for the consideration stated herein, mutually agree as follows:

1. **STATEMENT OF WORK:** Humane Officer shall furnish all labor, equipment, and services performed for the duty as humane officer for the City, as set forth below in an efficient and workmanlike manner in accordance with this Agreement. Humane Officer shall comply with all federal, state and local laws and ordinances in performing the duties herein.
2. **FEE FOR SERVICE:** The City will pay the Humane Officer for performance of this Contract, in current funds for the services set forth herein:
  - a. A monthly availability retainer of three hundred (\$300) per month for animal control services as requested by employees of the Washington County Sheriff’s Office, City Council, City Clerk, or City Administrator.
  - b. One Hundred Dollars (\$100) fee per response during regular business hours defined as 7:00 AM – 7:00 PM.
  - c. Mileage per response at standard IRS business rate.

- d. Sixty Five Dollar (\$65.00) additional fee per animal when total amount of animals to be picked up at a call is over one.
- e. Additional Seventy Five Dollars (\$75.00) fee per response between 7:00 PM and before 7:00 AM.
- f. Additional Forty Dollar (\$40.00) fee per dog recovered and delivered to impound facility or returned to owner on one of the following holidays: Easter, Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, Independence Day, New Year's Eve and New Year's Day.
- g. When requested by City, the Humane Officer will be available to schedule kennel inspections for current kennel license holders and to inspect properties to approve kennel licensures. City will reimburse Humane Officer for mileage at current IRS rate and twenty five dollars (\$25.00) per hour.
- h. In the event an animal is not reclaimed by an owner at the end of the stray hold or the animal is surrendered by the owner, Save The Strays will arrange and complete the re-homing/transfer of the animal, a fee of fifty dollars (\$50.00) per animal will apply. If Save The Strays determines the animal should be euthanized, South St. Paul Animal Hospital will perform the euthanasia and thus charge the city appropriately.

**3. CONTRACTOR'S DUTIES:**

- a. Humane Officer will respond primarily to urgent calls (injured animal, bite incident, finder unable to hold animal, etc.) between 7:00 PM – 7:00AM, as determined by Humane Officer on a case by case basis.

- b. If the rightful owner of an animal is located by the Humane Officer at the time of animal pick-up or while Humane Officer is in route to call response, the fees stated above apply.
- c. In the event that a dog is brought to impound facility for impound as a stray at large or bite-quarantine by a member of the public, the impound facility may contact Humane Officer to request a "sign off" on the animal so that it may full fill any arrangements agreed upon between impound facility and the City as a "seized animal". Humane Officer will sign off on the impounding of the animal, the fees stated above in sections B, C and D and E will apply in these circumstances. During this time all animal information will be collected, finder information and the animal will be posted in accordance with Section 3.
- d. The Humane Officer will be required to collect and transport contained dogs. The Humane Officer will not carry or utilize a firearm in the course of her work unless approved in writing by the City. Humane Officer will however be allowed to carry and utilize mace on a dangerous dog if the situation arises.
- e. Invoices and requests for payment shall be in a form approved by the City and shall be processed in accordance with the City's routine monthly payment schedules.
- f. Mileage will be billed at current IRS mileage rates from starting point when call is received, during call and then return back to starting point.
- f. Humane Officer shall, upon request of the members of the Washington County Sheriff's Office, City Council, City Clerk, or the City Administrator, take all reasonable steps to take into custody and dog deemed to be at large or in

violation of any City Ordinance or Minnesota State Statute. All apprehension of dogs directed by the aforementioned shall be treated humanely.

- g. Every reasonable effort shall be made to return the animal to its rightful owner, at which time owner information will be collected. In the event that the animal cannot be returned to its owner, the animal shall be delivered into the custody of Animal Humane Society in Woodbury, MN. The Humane Officer agrees to comply with all state laws regarding waiting periods.
- h. In the circumstance that a citizen contests a citation and a court appearance is required by Humane Officer or Humane Officer is requested to attend a meeting the City will reimburse Humane Officer for mileage at the current IRS rate and will compensate Humane Officer time spent involved in such a case at a rate of \$25.00 per hour.
- i. The Humane Officer shall supervise the publication of notice when an animal has been picked up on the "Save The Strays" Facebook page. Further publication of an animal impounded will be the responsibility of impound facility, as such should be outlined in the City's contract with the impound facility. Humane Officer will include in all monthly invoices a listing, description, and ICR number of all animals impounded.
- j. In the rare circumstance that an animal is severely injured enough that it would be considered inhumane, as determined by the Humane Officer, to leave the animal at the designated impound facility until staff arrive then the animal is to be brought to Animal Emergency & Referral Center of Minnesota in Oakdale, Minnesota. All expenses resulting from care of said animal will be primarily

the responsibility of the owner, if located, and then the City. In this circumstance Humane Officer will contact the City Clerk so that he/she may address the issue accordingly. In the event that the rightful owner is contacted for said animal, recovery of any and all expenses from the owner is the sole responsibility of the City. Further, Humane Officer is not responsible for any outcome of the animal resulting from the injury, including death, but will make every reasonable effort to properly care for such an animal prior to and during transfer of the animal to the designated veterinary clinic stated above.

- k. Humane Officer shall maintain reasonably adequate books and records of its activities hereunder and make those available to the City upon request.
- l. If requested by either party the Humane Officer and the City shall conduct an annual review for the purpose of determining the effectiveness of the animal control program, review program costs and implement continuous improvement measures.
- m. Humane Officer shall assist the City in its construction of all animal-related ordinances.
- n. Humane Officer will, free of additional charge, take all calls from City citizens and reply back in a timely manner regarding animal husbandry, ordinances, licensing, adoption, surrender, spay/neutering, etc. Humane Officer will not provide any veterinary advice and instead will refer citizen to a licensed veterinarian or veterinary clinic. Humane Officer will also be available for public speaking if requested by City. City will reimburse mileage traveled at

current IRS rate and will compensate Humane Officer time at a rate of twenty five \$25.00 per hour.

**4. CITY'S DUTIES:**

- a. City agrees to pay billed fees and expenses within two weeks of billing by Humane Officer.
- b. City agrees to hold Humane Officer harmless against all claims, losses, causes of action, and expenses, including legal expenses, relative to Humane Officer's performance of this Contract. Humane Officer shall not be liable for any actions or results of actions by any animal in the presence of or being handled by Humane Officer, including but not limited to biting, scratching, destruction of property, injury to a person or another animal.

**5. INDEMNIFICATION:**

- a. Humane Officer, on behalf of herself and her insurers, agrees to indemnify and hold the City harmless against all claims, losses, causes of action, and expenses, including legal expenses, relative to Humane Officer's performance of this Contract. The City shall not be liable for any loss suffered by the Humane Officer due to personal injury or because of damage to, or destruction of, any property, or any loss of profits or other consequential damage or any inconveniences resulting from the theft, damage to, or destruction of personal property. City may, at its option, but with no obligation to do so, obtain insurance covering Humane Officer against liability to third parties relative to Humane Officer's performance of this Contract. Humane Officer shall be solely responsible for obtaining at her own expense, any insurance coverage which

she may desire insuring herself and employees of Save The Strays against personal injury, liability or property damage.

- b. Humane Officer shall indemnify and defend the City with respect to all claims, demands, losses, lawsuits settlements, penalties and other charges arising out of or relating to the acts of the contractor arising out of or relating to its work for the City including reasonable attorney's fees.
- c. Humane Officer shall comply with the Minnesota Data Practices Act and all other state and federal laws relating to data privacy or confidentiality. Humane Officer will immediately report to the City any requests from third parties for information. The City will immediately notify Humane Officer of any requests from third parties or the City for information.

**5. LEGAL STATUS:**

- a. The parties agree that the Humane Officer is in full control of the manner in which the work is pursued and the Humane Officer shall not receive health insurance, worker's compensation insurance, salary, retirement benefits, PERA benefits, or any other fringe benefits offered to employees of the City and shall, in all respects be deemed an Independent Contractor.

**6. TERMINATION:**

It is further agreed that this in a case of violation, breach or non-performance by Contractor or by City of any of the agreements contained in this Contract, both City and Contractor shall have the right to declare this Contract null and void upon written 30 day notice.

**7. REPRESENTATION:**

