



**CITY OF NEWPORT  
REGULAR COUNCIL MEETING  
NEWPORT CITY HALL  
FEBRUARY 21, 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 January 17, 2013 Regular City Council Meeting
  - B. Minutes of the January 17, 2013 City Council Workshop Meeting
  - C. List of Bills in the Amount of \$400,669.87
  - D. Kennel Permit for Debra Boughton
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
  - A. Summary of Deb Hill's Performance Evaluation
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
  - A. Amend Annual Appointments for 2013
  - B. **Resolution No. 2013-4** – Establishing Holiday Schedule for the Newport Library and Community Center
  - C. Update on CIP Street Improvement Projects
10. ATTORNEY'S REPORT
  - A. Prosecution Report
11. POLICE CHIEF'S REPORT
  - A. December 2012 and January 2013 Activity Reports

Agenda for 02-21-2013

12. FIRE CHIEF'S REPORT

13. ENGINEER'S REPORT

A. I & I Grant Agreement

1. **Resolution No. 2013-5** – Authorizing the City Administrator to Submit an Application to the Metropolitan Council for Grant Monies to Pay for the Construction Activities Which Will Reduce I & I in the City
2. **Resolution No. 2013-6** – Execute and Enter into a Grant Agreement with the Metropolitan Council Environmental Services for Construction of the 2013-2014 I & I Improvements

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- |                                |                   |           |
|--------------------------------|-------------------|-----------|
| 1. Park Board Meeting          | February 28, 2013 | 7:00 p.m. |
| 2. City Council Meeting        | March 7, 2013     | 5:30 p.m. |
| 3. Planning Commission Meeting | March 14, 2013    | 7:00 p.m. |
| 4. City Council Meeting        | March 21, 2013    | 5:30 p.m. |



**City of Newport  
City Council Minutes  
January 17, 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, Tom Ingemann, Bill Sumner, Tracy Rahm, Steven Gallagher

**Council Absent** –

**Staff Present** – Brian Anderson, City Administrator; Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief; Fritz Knaak, City Attorney; John Stewart, City Engineer;

**Staff Absent** – Renee Helm, Executive Analyst;

**4. ADOPT AGENDA**

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

**5. ADOPT CONSENT AGENDA**

**Councilman Sumner** – I have a couple corrections on the January 3, 2013 Regular City Council minutes.

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

- A. Minutes of the December 20, 2012 Regular City Council Meeting
- C. Minutes of the January 3, 2013 City Council Workshop Meeting
- D. Minutes of the January 7, 2013 Special City Council Meeting
- E. List of Bills in the Amount of \$356,064.22
- F. Gambling Permit for Knights of Columbus for April 28, 2013
- G. Farm Animal Permit for Kim Brown
- H. Agreement for Subsurface Sewage Treatment System Inspection Services with Washington County

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

**B. Minutes of the January 3, 2013 Regular City Council Meeting**

**Councilman Sumner** – On page 2, I noticed that the date still says 2012, that should be 2013. Also, where Ms. Buss says “They never gave a rationale for it. The first time they called for it, they tried to tell me that in most cities he was not required to get a variance and he hoped the City would like the other way” it should be “look the other way” instead of “like the other way.”

**Motion by Sumner, seconded by Ingemann to approve the January 3, 2013 Regular City Council minutes as amended. With 5 Ayes, 0 Nays, the motion carried.**

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

**7. MAYOR’S REPORT –**

**Mayor Geraghty** – We are having an EDA meeting and a workshop following the meeting tonight. The workshop is to discuss the library holidays.

## **8. COUNCIL REPORTS –**

**Councilman Rahm** – Nothing to report

**Councilman Ingemann** – We had a Planning Commission meeting last Thursday and the item is on the agenda tonight for Council approval.

**Councilman Sumner** – I attended the Community Advisory Panel meeting last Thursday.

**Councilman Gallagher** – Nothing to report

## **9. ADMINISTRATOR’S REPORT –**

### **A. Resolution No. 2013-2 – Approving Comprehensive Plan Amendment Distribution**

Sherri Buss, TKDA Planner, presented on this item as outlined in the January 17, 2013 City Council packet.

**Mayor Geraghty** – Do any of the changes affect any of the existing businesses and make them a non-conforming use?

**Ms. Buss** – No, we’ve actually gone back and made some non-conforming uses conforming again.

**Councilman Rahm** – You don’t anticipate any comments or concerns from the neighboring communities?

**Ms. Buss** – No, none of these are on your border.

**Motion by Ingemann, seconded by Sumner to approve Resolution No. 2013-2 approving Comprehensive Plan Amendment Distribution. With 5 Ayes, 0 Nays, the motion carried.**

### **B. Purchase Solar Lights for the Michael J. Phillips Pavilion at the Bailey School Forest**

Admin. Anderson presented on this item as outlined in the January 17, 2013 City Council packet.

**Councilman Rahm** – I think we need to get an automatic timer for the lights so that they don’t stay on forever. The timer can be powered from the solar panels. This is a very basic system and there are some items that we need to purchase for it such as the LED lights and a conduit.

**Councilman Gallagher** – This is just for the solar grid correct?

**Councilman Rahm** – It’s for a solar ray, battery back-up, charger, a/c power outlet, etc. The intent for this was to put a light and power source at a remote pavilion. It is not, in my opinion, something that we need to have even though we are getting funds. It’s a nice thing to have and probably differentiates us from other communities and we can use that for marketing and branding.

**Councilman Sumner** – Do we have provisions for safety and security?

**Superintendent Hanson** – Not at this price. We’ll have to put a lock box on there for security reasons.

**Councilman Sumner** – And will this be available for everyone to use?

**Superintendent Hanson** – With the rest of the parks, we issue a key to those who reserve the pavilions so I think it would be similar to that.

**Motion by Ingemann, seconded by Sumner to approve the purchase of solar lights for the Michael J. Phillips**

**Pavilion at the Bailey School Forest at a cost of \$3,428.73 plus shipping and taxes. With 5 Ayes, 0 Nays, the motion carried.**

**C. Ordinance No. 2013-2 – Amending Chapter 7, General Regulations and Offenses**

Attorney Knaak and Chief Montgomery presented on this item as outlined in the January 17, 2013 City Council packet.

**Councilman Ingemann** – I don't like this because I think the government is regulating your morality. If someone wants to go smoke then go for it, I don't care what you do as long as it doesn't bother me and it's properly ventilated. I'm going to vote against it.

**Councilman Sumner** – In my professional opinion, I don't think this is a good business to bring into our City.

**Councilman Gallagher** – I did a little research on hookah bars in different cities and found that the amount of crime within 500 feet of hookah bars spikes significantly and for that reason alone I am going to vote for this.

**Mayor Geraghty** – I agree with Bill, I don't think this is the kind of activity that we want to promote.

**Councilman Rahm** – It goes back to my laissez-fair economics and I don't know if we should be regulating morality. However, I also am concerned about Newport's image and how we can attract businesses that are healthier and better for Newport.

**Motion by Geraghty, seconded by Sumner, to approve Ordinance No. 2013-2 amending Chapter 7, General Regulations and Offenses. With 3 Ayes, 1 Nay, 1 Abstaining, the motion carried.**

**D. Approve the Employment Agreement between the City and Deb Hill as the new City Administrator and authorize the Mayor to sign the Agreement**

Admin. Anderson presented on this item as outlined in the January 17, 2013 City Council packet.

**Councilman Gallagher** – My idea was to keep the negotiations separate from the next election.

**Councilman Ingemann** – She's agreeable to that?

**Admin. Anderson** – I think she prefers how the agreement is presented.

**Councilman Gallagher** – Also, I would like to recommend that the severance package for terminating without cause four months across the board.

**Admin. Anderson** – My agreement with Faribault is four months across the board just so you know.

**Councilman Sumner** – How much difficulty do we expect to have in negotiating an agreement during elections?

**Councilman Gallagher** – It could be very difficult.

**Mayor Geraghty** – Deb, do you have an opinion?

**Deb Hill** – I prefer the two year for consistency reasons. The difference of \$160 per year is almost irrelevant.

**Councilman Gallagher** – Are you ok with changing the severance?

**Mayor Geraghty** – I'm sure she would prefer the six, five, four.

**Councilman Gallagher** – I think since she's been working with the City already that it makes sense to go to the four

months across and it's more standard.

**Mayor Geraghty** – We shouldn't be negotiating this at a Council meeting, we've had time to talk with Brian and Deb about this and I thought the consensus was this package before us.

**Motion by Ingemann, seconded by Sumner, to approve the employment agreement between the City and Deb Hill as the new City Administrator. With 4 Ayes, 1 Nay, the motion carried.**

**Ms. Hill** – I'm really looking forward to working with the Mayor, Council and staff. I've really enjoyed working here.

**E. Authorize Councilmember Tom Ingemann to sign City-issued checks in the absence of a City Administrator and Accountant**

Admin. Anderson presented on this item as outlined in the January 17, 2013 City Council packet.

**Motion by Gallagher, seconded by Sumner, to authorize Councilmember Ingemann to sign City-issued checks in the absence of a City Administrator and Accountant. With 5 Ayes, 0 Nays, the motion carried.**

**F. Discuss Accountant Vacancy and Appointment**

Admin. Anderson presented on this item as outlined in the January 17, 2013 City Council packet.

**Motion by Gallagher, seconded by Sumner, to authorize the search process for the Accountant position. With 5 Ayes, 0 Nays, the motion carried.**

**G. Discuss Planning Commission Vacancy and Appointment**

**Motion by Ingemann, seconded by Gallagher, to authorize the search process for the Planning Commission vacancy. With 4 Ayes, 1 Nay, the motion carried.**

## **10. ATTORNEY'S REPORT –**

**Attorney Knaak** – One brief update regarding the Theobold case. Mr. Theobold was charged with a number of violations and his lawyer brought a motion to dismiss the case. The case was not dismissed and we are getting closer to an actual trial date.

**Councilman Rahm** – Any update on the NAPA case?

**Attorney Knaak** – Your attorney's filed a brief last week regarding it and we are confident that you'll be successful. I'll send you a copy of the brief.

**Councilman Ingemann** – What about that guy on Cedar Lane with the container in his yard?

**Attorney Knaak** – I don't have an update on that, I will follow up.

## **11. POLICE CHIEF'S REPORT –**

**Councilman Gallagher** – Do we have an ordinance requiring pawn shops to be in the Statewide database?

**Chief Montgomery** – No, we don't. I've been talking with the Attorney regarding that and I'm sure we'll bring that forward in the next couple months.

**Attorney Knaak** – We're working on an ordinance draft regarding that.

**Chief Montgomery** – One other item, the City needs to approve an ordinance allowing background checks on potential employees. I will also have a joint powers agreement with the County coming forward.

**Councilman Gallagher** – Do we have a background check for individuals wanting to sell tobacco or liquor?

**Chief Montgomery** – That would be under the licensing chapter. We need to have an ordinance to do background checks on employees.

**12. FIRE CHIEF'S REPORT** – Chief Mailand reported on the number of calls in the past few weeks, which include: CO Alarm, downed power line, lumber truck fire and business fire. This year marks the 60<sup>th</sup> year anniversary for the Fire Department and Booya Festival.

**13. ENGINEER'S REPORT –**

**A. CIP Pavement Management and CIU Schedule**

Engineer John Stewart presented on this item as outlined in the January 17, 2013 City Council packet.

**Mayor Geraghty** – How much funds are we committing if we approve the Resolution?

**Engineer Stewart** – In regards to the appraisals, we received a proposal from a company that we've used in the past and that Woodbury currently utilizes. That company proposes to determine an estimate of benefit on 12 companies on the various types of improvements that we would do and their cost proposal is \$12,500. The cost for doing a feasibility study will probably be less than \$5,000. You can always back out of this; you are not committed until you award the bids for the project.

**Mayor Geraghty** – Those would be allowable if we bond for it?

**Engineer Stewart** – Yes.

**Councilman Gallagher** – Did you just go through one company for the bid?

**Engineer Stewart** – Yes and that's because we only get a response from them whenever we go out for bid. They are the number one company in the area.

**Admin. Anderson** – I think it makes sense to use them since Woodbury currently utilizes them.

**Motion by Geraghty, seconded by Gallagher to approve Resolution No. 2013-3 ordering preparation of feasibility report on improvement. With 5 Ayes, 0 Nays, the motion carried.**

**Engineer Stewart** – I would like you to consider a motion to award the study of benefit appraisal to BRKW, not to exceed \$12,500.

**Motion by Gallagher, seconded by Geraghty to authorize BRKW to conduct the appraisal services at a cost not to exceed \$12,500. With 5 Ayes, 0 Nays, the motion carried.**

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

Councilman Sumner – How are the pipes holding up?

Superintendent Hanson – We're on our 3<sup>rd</sup> or 4<sup>th</sup> water main break.

**15. NEW/OLD BUSINESS**

**Admin. Anderson** – I would like to recommend that we cancel the February 7 meeting due to a lack of items and the transition.

**Motion by Geraghty, seconded by Sumner to cancel the February 7, 2013 meeting. With 5 Ayes, 0 Nays, the motion carried.**

**Mayor Geraghty** – I would like to thank Brian for his service to the City of Newport for the past 3 ½ years. You've completed a lot of accomplishments these past couple years.

**Admin. Anderson** – Thank you as well. It's been a pleasure working with the Council, Commissions and staff. I wish everyone the best of luck.

Councilman Sumner presented Admin. Anderson with a plaque thanking him for his service.

**16. ADJOURNMENT**

**Motion by Gallagher, seconded by Ingemann, to adjourn the regular Council Meeting at 6:31 P.M. With 5 Ayes, 0 Nays, the motion carried.**

Signed: \_\_\_\_\_

Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm  
Executive Analyst



**City of Newport  
City Council Workshop Meeting Minutes  
January 17, 2013**

**1. ROLL CALL -**

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

**Council Absent** – None

**Staff Present** – Brian Anderson, City Administrator; Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief; Fritz Knaak, City Attorney; John Stewart, City Engineer

**Staff Absent** - Renee Helm, Executive Analyst;

**2. DISCUSSION REGARDING LIBRARY HOLIDAYS**

Admin. Anderson presented on this item as outlined in the January 17, 2013 City Council Workshop packet. This item will be placed on an upcoming agenda for a final decision.

**Mayor Geraghty** – If there are volunteers that want to work and it won't cost any more money than I think we should keep it open.

**Councilman Ingemann** – I think the Library should be closed on Holidays just like every other office, except the warming houses.

**Mayor Geraghty** – I don't see any harm in keeping it open.

**3. ADJOURNMENT**

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

Respectfully Submitted,

Renee Helm  
Executive Analyst

Text25	Text26	Text28	Comments
Paid Chk# 000133E	ING LIFE INSURANCE & ANNUITY	414.65	hcsp
Paid Chk# 000134E	FEDERAL TAXES	8,935.31	withholding, fica, medicare
Paid Chk# 000135E	MN REVENUE	1,915.38	state withholding
Paid Chk# 000136E	DELTA DENTAL OF MN	1,089.52	dental insurance
Paid Chk# 000137E	FEDERAL TAXES	19,609.44	withholding, fica, medicare
Paid Chk# 000139E	MN REVENUE	3,604.70	withholding
Paid Chk# 000140E	ING LIFE INSURANCE & ANNUITY	384.25	hcsa
Paid Chk# 000141E	PSN	93.68	online payment service
Paid Chk# 000142E	CENTRAL BANK	4.00	nsf bank fee
Paid Chk# 000143E	PSN	60.79	online payment service
Paid Chk# 014515	Washington Cty Public Safety	2,781.54	4th qtr. Radio
Paid Chk# 014516	A-1 HYDRAULIC SALES & SERVICE	173.33	repair on 14
Paid Chk# 014517	ALEX AIR APPARATUS, INC.	590.00	annual maintenance
Paid Chk# 014518	ARAMARK REFRESHMENT SERV.	97.87	
Paid Chk# 014519	BANYON DATA SYSTEMS, INC.	2,797.97	program support
Paid Chk# 014520	CAPITAL CITY FIREFIGHTER ASSOC	50.00	annual dues
Paid Chk# 014521	Cardmember Services	2,181.26	visa
Paid Chk# 014522	CARLSON MCCAIN, INC	5,913.75	knauff grant prep
Paid Chk# 014523	CENTURY LINK	380.00	60142260320
Paid Chk# 014524	DEPT OF EMPLOYMENT & ECON DE	753.02	unemploy - petersen/beissel
Paid Chk# 014525	EHLERS	5,801.25	utility rate study
Paid Chk# 014526	FAIR OFFICE WORLD	650.73	office supplies
Paid Chk# 014527	FERGUSON WATERWORKS #2516	1,357.98	water main supplies
Paid Chk# 014528	G & K SERVICES	217.00	uniforms
Paid Chk# 014529	GALLS, LLC	329.99	uniforms
Paid Chk# 014530	GOPHER STATE ONE-CALL	100.00	
Paid Chk# 014531	HAWKINS	1,476.55	chemicals
Paid Chk# 014532	INTERNATIONAL UNION OF OP. ENI	162.50	
Paid Chk# 014533	MASTERTECH AUTO & TIRE INC.	32.09	police #0920
Paid Chk# 014534	METRO CITIES	1,579.00	membership dues
Paid Chk# 014535	METROPOLITAN AREA MGMT ASSC	30.00	rennee luncheon
Paid Chk# 014536	MN STATE FIRE CHIEFS ASSOC.	222.00	membership dues
Paid Chk# 014537	MN STATE FIRE DEPT. ASSOC.	144.00	membership dues
Paid Chk# 014538	MPCA	62.50	knauff site
Paid Chk# 014539	ON SITE SANITATION	149.62	park sanitation
Paid Chk# 014540	PITTNEY BOWES POSTAGE BY PHC	9.99	
Paid Chk# 014541	REEDS SALES & SERVICE	87.66	battery
Paid Chk# 014542	SCOTT FREEMYER	238.86	uniform - freemyer
Paid Chk# 014543	SOUTH SUBURBAN RENTAL, INC.	19.77	lp gas
Paid Chk# 014544	TKDA	2,309.39	planning
Paid Chk# 014545	TRI-STATE BOBCAT	41.20	snow blower parts
Paid Chk# 014546	VERIZON	78.10	cards
Paid Chk# 014547	VIKING ELECTRIC SUPPLY	258.47	lights
Paid Chk# 014548	WASHINGTON CTY FIRE CHIEF ASS	50.00	membership dues
Paid Chk# 014549	WASHINGTON CTY SHERIFF	7,105.00	records, alerts
Paid Chk# 014550	XCEL ENERGY	12,018.09	energy
Paid Chk# 014555	COTTAGE GROVE AREA CHAMBER	575.00	chamber dues

Paid Chk# 014556	DIETRICH ELECTRIC, INC	400.13 electrical inspections
Paid Chk# 014557	GALLS, LLC	112.50 uniforms
Paid Chk# 014558	H&L MESABI	918.06 plow blades
Paid Chk# 014559	HD SUPPLY WATERWORKS	1,026.00 well #1 meter
Paid Chk# 014560	ING LIFE INSURANCE & ANNUITY	923.00
Paid Chk# 014561	JOHN BARTL HARDWARE	189.43 pw supplies
Paid Chk# 014562	LAW ENFORCEMENT LABOR SERVI	270.00
Paid Chk# 014563	LEAF	619.83
Paid Chk# 014564	MINNESOTA BENEFIT ASSOC.	61.43 neska
Paid Chk# 014565	MN CHILD SUPPORT PAYMENT CNT	400.00 child support
Paid Chk# 014566	NORTHLAND SECURITIES	435.00 disclosure reporting
Paid Chk# 014567	PERA	7,884.94
Paid Chk# 014568	SELECTACCOUNT	567.00
Paid Chk# 014569	STANDARD INSURANCE CO.	495.55 ltd, life, add
Paid Chk# 014570	STREICHERS	249.23 uniforms
Paid Chk# 014571	WASHINGTON CTY HISTORICAL SO	5,000.00 heritage center commitment
Paid Chk# 014572	WATER CONSERVATION SERVICE	549.84 leak locate
Paid Chk# 014573	XCEL ENERGY	1,246.72 gas
Paid Chk# 014574	LEGACY	6,704.67 fire dept. computers
Paid Chk# 014575	APWA	211.25 membership dues
Paid Chk# 014576	BENEFIT EXTRAS	175.00 cobra processing fee
Paid Chk# 014577	CITY OF WOODBURY	1,680.95 swat
Paid Chk# 014578	COMCAST	123.30
Paid Chk# 014579	CRYSTEEL TRUCK EQUIPMENT	79.34 strobe light
Paid Chk# 014580	EDAM	395.00 membership - helm, hill
Paid Chk# 014581	EHLERS	265.00 finance seminar
Paid Chk# 014582	FAIR OFFICE WORLD	397.45 office supplies
Paid Chk# 014583	FERGUSON WATERWORKS #2516	226.39 water main clean-up
Paid Chk# 014584	GERLACH OUTDOOR POWER EQUI	352.68 parks repairs
Paid Chk# 014585	INSTRUMENTAL RESEARCH, INC.	36.00 water testing
Paid Chk# 014586	KREMER SERVICES, LLC	85.50 vehicle repair
Paid Chk# 014587	LEAGUE OF MINNESOTA CITIES	190.00 legislative conf. deb, tim
Paid Chk# 014588	LEAGUE OF MN CITIES INS TRUST	7,490.00 work comp audit 2011-12
Paid Chk# 014589	MES	1,065.10 gloves, hose fittings
Paid Chk# 014590	METROPOLITAN AREA MGMT ASSC	20.00 lucheon - brian
Paid Chk# 014591	MICHAEL LAUGHTON	18.95 library suppllies
Paid Chk# 014592	MN NCPERS LIFE INSURANCE	80.00 life insurance
Paid Chk# 014593	MPCA	23.00 school
Paid Chk# 014594	TENNIS SANITATION LLC	21.80 trash
Paid Chk# 014595	VERIZON	383.21 cell phones
Paid Chk# 014596	XCEL ENERGY	7.98 electricity
Paid Chk# 014603	ADVANCE SPECIALTIES COMPANY	59.99 pw building repair
Paid Chk# 014604	ASTLEFORD INTERNATIONAL TRUC	75,080.46 dump truck
Paid Chk# 014605	ATOMIC-COLO, LLC	2,934.82 jan overage, hosting, support
Paid Chk# 014606	BULLETIN LICENSE CENTER	4,929.68 tax/license new dump truck
Paid Chk# 014607	CENTURY LINK	273.58 phones
Paid Chk# 014608	EDS TROPHIES INC	5.59 engraving
Paid Chk# 014609	FERRELLGAS	529.58 propane - love park
Paid Chk# 014610	FRONTIER AG & TURF	37.47 equip repair

Paid Chk# 014611	GOPHER STATE ONE-CALL	33.65
Paid Chk# 014612	ING LIFE INSURANCE & ANNUITY	923.00
Paid Chk# 014613	INTERNATIONAL LEAGUE OF CITIES	162.50 union dues
Paid Chk# 014614	LIBERTY NAPA OF NEWPORT	236.00 pw veh repairs
Paid Chk# 014615	METROPOLITAN AREA MGMT ASSC	45.00 membership dues
Paid Chk# 014616	MINUTEMAN PRESS	78.57 business cards - hill
Paid Chk# 014617	MN BUREAU OF CRIMINAL APP.	250.00 training
Paid Chk# 014618	MN CHILD SUPPORT PAYMENT CNT	400.00 child support
Paid Chk# 014619	NORTH AMERICAN SALT CO.	3,358.58 salt
Paid Chk# 014620	ON SITE SANITATION	149.62 portable restrooms
Paid Chk# 014621	PERA	7,766.28
Paid Chk# 014622	SELECTACCOUNT	567.00
Paid Chk# 014623	SMOKE-EATER PUBLICATIONS	175.00 subscription
Paid Chk# 014624	STREICHERS	117.98 uniforms
Paid Chk# 014625	SW/WC SERVICES COOPERATIVES	12,619.00
Paid Chk# 014626	MINNESOTA DNR-OMB	690.00 dnr permit
Paid Chk# 014627	ANITA PERKINS	41.96 winter family night
Paid Chk# 014628	ARAMARK REFRESHMENT SERV.	271.53
Paid Chk# 014629	CARLSON MCCAIN, INC	494.42 knauff property
Paid Chk# 014630	CENTURY LINK	105.82 park phones
Paid Chk# 014631	COMCAST	313.03
Paid Chk# 014632	COTTAGE GROVE, CITY OF	9,652.37 4th qtr. Building insp.
Paid Chk# 014633	CUSTOM DOOR SALES, INC.	48.27 pw door repair
Paid Chk# 014634	DEBORA HILL	101.57 milage, parking
Paid Chk# 014635	EHLERS	3,200.00 financial planning
Paid Chk# 014636	FLEET ONE LLC	1,918.27 fuel
Paid Chk# 014637	G & K SERVICES	173.60 uniforms
Paid Chk# 014638	GRAINGER PARTS	55.33 warning light
Paid Chk# 014639	Metropolitan Council	14,855.66
Paid Chk# 014640	NORTH AMERICAN SALT CO.	5,715.28 road salt
Paid Chk# 014641	OXYGEN SERVICE CO.	15.90 welding supplies
Paid Chk# 014642	PITTNEY BOWES POSTAGE BY PHC	319.99
Paid Chk# 014643	RIVERTOWN ELECTRIC	132.00 permit refund
Paid Chk# 014644	RIVERTOWN NEWSPAPER GROUP	838.77 publishing
Paid Chk# 014645	RUMPCA COMPANIES INC.	1,440.00 water main break
Paid Chk# 014646	SELECTACCOUNT	60.39 admin fee
Paid Chk# 014647	ST. PAUL PARK REFINING CO. LLC	2,174.90
Paid Chk# 014648	STATE TRUCK CENTER	259.97 engine 7 diesel repair
Paid Chk# 014649	TKDA	1,779.63 planning
Paid Chk# 014650	TRI-STATE BOBCAT	31,562.00 skid replacement
Paid Chk# 014651	UNIFORMS UNLIMITED, INC.	1,827.13 uniforms
Paid Chk# 014652	VERIZON	78.12 cards
Paid Chk# 014653	WASHINGTON CTY ASSMNT & TAX	35.00 tax levy book
Paid Chk# 014654	WASHINGTON CTY CHIEF OF POLIC	50.00 membership dues
Paid Chk# 014655	XCEL ENERGY	11,089.52 energy
	wages	72,317.66
		400,669.87

## Cardmember Services Bill

**Jan-13**

receipt

Hanson, Bruce	state supply	amonia	\$ 107.32	yes
	Wheelco	brakes	\$ 87.05	yes
	Wheelco	elbows	\$ 32.27	yes
	sears	tools	\$ 108.59	yes
	dell sales	mcafee	\$ 53.56	yes
Neska	northern tool	tool	\$ 17.12	yes
	astleford	#34	\$ 36.96	yes
	ryco	mop head	\$ 75.00	yes
	PCA	school - john	\$ 1,200.00	yes
Mailand	usps	postage	\$ 14.14	yes
anderson	gertens	volunteer dinner	\$ 83.49	yes
	office depot	library ink	\$ 179.96	yes
	target	holiday party supplies	\$ 5.80	yes
montgomery	target	gift cards - tobac checks	\$ 60.00	yes
	iacp	membership	\$ 120.00	yes



# City of Newport, MN

## Financial Status Report

Period ended January 31, 2013

(Un-Audited)

Prepared by:  
Administration Department



## **Table of Contents**

Section 1 – Cash & Investment Report

Section 2 – Budget Control Summary

Section 3 – Cash Balances

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Section 5 – Expenditure Summary

Section 6 – Balance Sheets

# Section 1 – Cash & Investment

**Purpose:**

This report provides a detailed view of current cash, investments and rates of return for the specified time period. City funds are maintained in accordance with the City's Investment Policy which defines the manner in which the City accounts for and protects cash and investments.

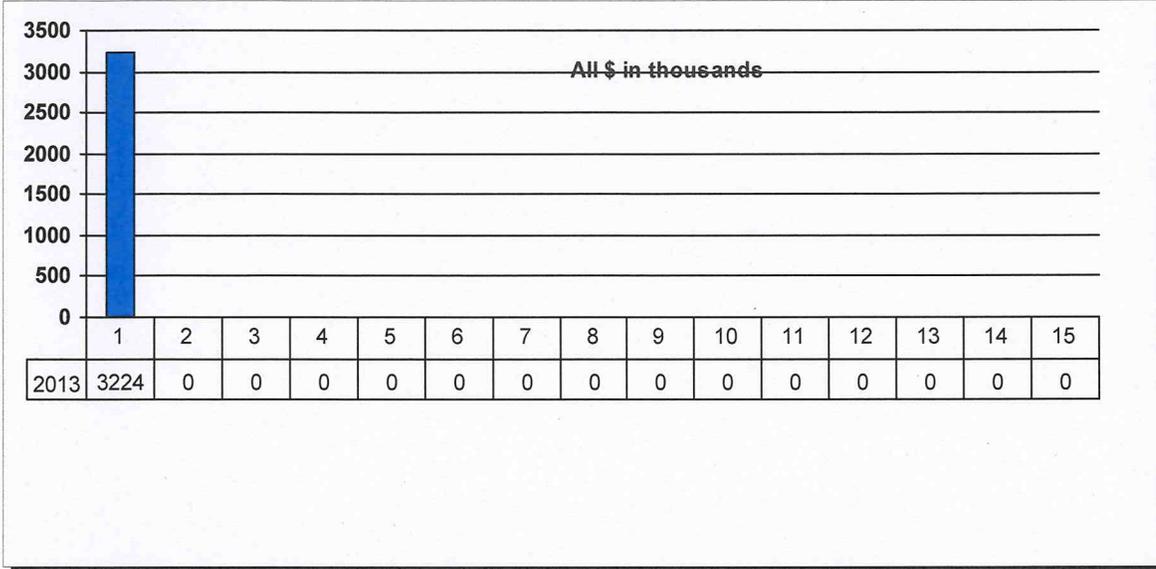


**CITY OF NEWPORT**  
**\*Check Reconciliation©**

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Page 1

**Central Bank**  
**10100 CASH**  
**January 2013**



**Account Summary**

Beginning Balance on	1/1/2013	\$3,558,884.53	Cleared	\$3,240,740.54
+ Receipts/Deposits		\$164,787.68	Statement	\$3,240,740.54
- Payments (Checks and Withdrawals)		\$482,931.67	Difference	\$0.00
Ending Balance as of	1/31/2013	\$3,240,740.54		

**Check Book Balance**

Active	G 101-10100	GENERAL FUND	\$430,561.53
Active	G 201-10100	PARKS SPECIAL FUND	\$28,411.95
Active	G 204-10100	HERITAGE PRESERVATIO	\$1,339.42
Active	G 205-10100	RECYCLING	\$24,494.35
Active	G 206-10100	FIRE ENGINE	\$0.14
Active	G 208-10100	BUY FORFEITURE	\$1,303.12
Active	G 225-10100	PIONEER DAYS	\$18,305.59
Active	G 270-10100	EDA	\$563,032.79
Active	G 301-10100	G.O. CAPITAL IMP. PLAN 2	-\$119,972.42
Active	G 305-10100	GO TIF 1991/1999 BOND	\$0.48
Active	G 307-10100	GO TIF 1994B	-\$0.30
Active	G 308-10100	CERIFICATES OF INDEBT	\$0.53
Active	G 313-10100	GO IMP BOND 2000B	\$0.00
Active	G 315-10100	\$690,000 BOND 2002A	-\$133,665.63
Active	G 316-10100	PFA/TRLF REVENUE NOT	\$340,057.92
Active	G 321-10100	EQUIP CERTIFICATE 2006	\$0.00
Active	G 322-10100	GO BONDS OF 2011A	-\$108,567.31
Active	G 401-10100	GENERAL CAPITAL PROJ	\$209,674.59
Active	G 402-10100	TAX INC DIST 1	\$4.77

Active	G 405-10100	T.H. HWY 61	\$243,218.57
Active	G 409-10100	STREET RECONSTRUCTI	\$40,941.05
Active	G 411-10100	CERT. OF INDEBTEDNESS	\$0.00
Active	G 416-10100	4TH AVENUE RAVINE	\$12,747.78
Active	G 417-10100	NORTH RAVINE	\$6,493.59
Active	G 422-10100	2011A UTILITY CAPITAL	-\$0.44
Active	G 423-10100	2011A EQUIPMENT CAPIT	\$494,428.52
Active	G 601-10100	WATER FUND	\$461,497.59
Active	G 602-10100	SEWER FUND	\$679,724.50
Active	G 603-10100	STREET LIGHT FUND	\$12,743.71
Active	G 604-10100	STORM WATER FUND	\$16,877.95
Cash Balance			\$3,223,654.34

Beginng Balance	\$3,558,884.53	
+ Total Deposits	\$165,145.78	
- Checks Written	\$500,375.97	
		\$3,223,654.34
Check Book Balance		\$3,223,654.34
Difference		\$0.00

City of Newport  
**INVESTMENTS**  
*Jan-13*

<u>TYPE</u>	<u>BOUGHT DATE</u>	<u>MATURITY DATE</u>	<u># OF DAYS</u>	<u>COST</u>	<u>RATE</u>	<u>GASB #40 Value</u>
<b>SB</b>						
FHL	6/12/2003	6/12/2013	365	98,124	4.00%	101,930.11
CD	2/4/2009	2/6/2012	365	96,000	3.00%	-
MF						533,506.03
sub total						<u>635,436.14</u>
<b>NORTHLAND</b>						
MNY MKT	Govmt security money market class B					11,909.17
GO BOND	10/6/2010	3/1/2015	365	240,000.00	1.85%	241,418.40
GO BOND	10/6/2010	3/1/2015	365	100,000.00	1.75%	102,467.00
subtotal						<u>355,794.57</u>
Sub-total Investments GASB 40						<u>991,230.71</u>
<b>Central Bank</b>						
CD	8/19/2012	7/19/2013		312,635.63	0.85%	312,320.74
		6/13/2013		62,083.37	0.25%	62,239.00
sub total						<u>374,559.74</u>
Checking						<u>3,240,470.54</u>
Total Cash, Investments and CD's						<u>4,606,260.99</u>

## Section 2 – Budget Control Summary

**Purpose:**

This section provides a detailed summary on the General Fund and Enterprise Fund accounts as it corresponds to the annual budget. The variance provides a percentage of the amount of the budget that remains in each account.



CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Varianc	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
<b>FUND 101 GENERAL FUND</b>									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$3,051,576.00	\$101,983.58	\$2,949,592.42	96.66%	\$0.00	\$3,051,576.00	-\$3,051,576.00	0.02	-0.33
DEPT 45000 Parks (GENERAL)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 45100 Recreation (GENERAL)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$3,051,576.00	\$101,983.58	\$2,949,592.42	96.66%	\$0.00	\$3,051,576.00	-\$3,051,576.00	0.02	-0.32
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$689.93	-\$689.93	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 41000 Administration (GENERAL)	\$273,008.00	\$29,731.28	\$243,276.72	89.11%	\$0.00	\$273,008.00	-\$273,008.00	0.06	-0.70
DEPT 41110 Mayor and Council	\$24,090.00	\$1,866.93	\$22,223.07	92.25%	\$0.00	\$24,090.00	-\$24,090.00	0.02	-0.62
DEPT 41410 Elections	\$1,600.00	\$0.00	\$1,600.00	100.00%	\$0.00	\$1,600.00	-\$1,600.00	0.00	-0.60
DEPT 41600 Professional Services	\$291,146.00	\$11,184.47	\$279,961.53	96.16%	\$0.00	\$291,146.00	-\$291,146.00	0.07	-0.73
DEPT 41910 Planning and Zoning	\$48,073.00	\$4,876.61	\$43,196.39	89.86%	\$0.00	\$48,073.00	-\$48,073.00	0.04	-0.52
DEPT 41940 City Hall Bldg	\$18,795.00	\$920.13	\$17,874.87	95.10%	\$0.00	\$18,795.00	-\$18,795.00	0.03	-0.97
DEPT 42000 Police Department(GENERAL)	\$807,733.00	\$74,660.90	\$733,072.10	90.76%	\$0.00	\$807,733.00	-\$807,733.00	0.08	-0.70
DEPT 42100 Civil Defense	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 42260 Fire Protection	\$191,011.00	\$17,845.90	\$173,165.10	90.66%	\$0.00	\$191,011.00	-\$191,011.00	0.06	-0.67
DEPT 42280 Fire Stations No. 1	\$17,222.00	\$1,126.09	\$16,095.91	93.46%	\$0.00	\$17,222.00	-\$17,222.00	0.03	-0.97
DEPT 42290 Fire Station No. 2	\$2,772.00	\$344.80	\$2,427.20	87.56%	\$0.00	\$2,772.00	-\$2,772.00	0.04	-0.46
DEPT 43000 PW Street (GENERAL)	\$384,988.00	\$30,333.36	\$354,654.64	92.12%	\$0.00	\$384,988.00	-\$384,988.00	0.09	-0.46
DEPT 43100 Public Works Garage	\$15,750.00	\$2,262.30	\$13,487.70	85.64%	\$0.00	\$15,750.00	-\$15,750.00	0.08	-0.92
DEPT 43160 Street Lighting	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 43260 Composting	\$5,000.00	\$796.62	\$4,203.38	84.07%	\$0.00	\$5,000.00	-\$5,000.00	0.02	-0.20
DEPT 45000 Parks (GENERAL)	\$336,628.00	\$30,398.35	\$306,229.65	90.97%	\$0.00	\$336,628.00	-\$336,628.00	0.16	-0.53
DEPT 45100 Recreation (GENERAL)	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$3,000.00	-\$3,000.00	0.00	-0.22
DEPT 45206 Parks Bldgs. & Warming Houses	\$5,500.00	\$431.48	\$5,068.52	92.15%	\$0.00	\$5,500.00	-\$5,500.00	0.02	-0.48
DEPT 45501 Library Bldg	\$23,250.00	\$2,432.62	\$20,817.38	89.54%	\$0.00	\$23,250.00	-\$23,250.00	0.02	-0.42
DEPT 45550 Heritage Pres. Committee	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49470 Street Lights	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49754 Railroad Tower	\$1,120.00	\$61.87	\$1,058.13	94.48%	\$0.00	\$1,120.00	-\$1,120.00	0.03	-0.72
DEPT 49985 Special Contributions	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$5,000.00	-\$5,000.00	0.00	-1.00
DEPT 49995 Miscellaneous Contingency	\$10,000.00	\$4,000.00	\$6,000.00	60.00%	\$0.00	\$10,000.00	-\$10,000.00	0.20	-0.30
Total Expenditure Accounts	\$2,465,686.00	\$213,963.64	\$2,251,722.36	91.32%	\$0.00	\$2,465,686.00	-\$2,465,686.00	0.06	-0.56
Total FUND 101 GENERAL FUND	\$585,890.00	-\$111,980.06	\$697,870.06	119.11%	\$0.00	\$585,890.00	-\$585,890.00		
<b>FUND 201 PARKS SPECIAL FUND</b>									



CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Varianc	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$77.27	-\$77.27	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$77.27	-\$77.27	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 201 PARKS SPECIAL FUND	\$0.00	\$77.27	-\$77.27	0.00%	\$0.00	\$0.00	\$0.00		
FUND 202 POLICE FORFEITURE FUND									
Revenue Accounts									
DEPT 42000 Police Department(GENERAL)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 202 POLICE FORFEITURE FUND	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 204 HERITAGE PRESERVATION COMM									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.11	-\$0.11	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.11	-\$0.11	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$1,000.00	-\$1,000.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$1,000.00	\$1,000.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 204 HERITAGE PRESERVATION COM	\$0.00	-\$999.89	\$999.89	0.00%	\$0.00	\$0.00	\$0.00		
FUND 205 RECYCLING									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$1.96	-\$1.96	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$1.96	-\$1.96	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00





CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$392.10	-\$392.10	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$392.10	-\$392.10	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$7,255.43	-\$7,255.43	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$7,255.43	\$7,255.43	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 270 EDA	\$0.00	-\$6,863.33	\$6,863.33	0.00%	\$0.00	\$0.00	\$0.00		
FUND 301 G.O. CAPITAL IMP. PLAN 2010A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 301 G.O. CAPITAL IMP. PLAN 2010A	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 305 GO TIF 1991/1999 BOND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 305 GO TIF 1991/1999 BOND	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 307 GO TIF 1994B									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 307 GO TIF 1994B	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 308 CERIFICATES OF INDEBTEDNESS									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 308 CERIFICATES OF INDEBTEDNES	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 313 GO IMP BOND 2000B									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 313 GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 315 \$690,000 BOND 2002A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$1,742.31	-\$1,742.31	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$1,742.31	-\$1,742.31	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$89,026.25	-\$89,026.25	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$89,026.25	\$89,026.25	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 315 \$690,000 BOND 2002A	\$0.00	-\$87,283.94	\$87,283.94	0.00%	\$0.00	\$0.00	\$0.00		
FUND 316 PFA/TRLF REVENUE NOTE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$6,020.74	-\$6,020.74	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$6,020.74	-\$6,020.74	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$2,522.85	-\$2,522.85	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$2,522.85	\$2,522.85	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 316 PFA/TRLF REVENUE NOTE	\$0.00	\$3,497.89	-\$3,497.89	0.00%	\$0.00	\$0.00	\$0.00		
FUND 321 EQUIP CERTIFICATE 2006A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 321 EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 322 GO BONDS OF 2011A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$94,142.50	-\$94,142.50	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Varianc	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Expenditure Accounts	\$0.00	\$94,142.50	\$94,142.50	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 322 GO BONDS OF 2011A	\$0.00	-\$94,142.50	\$94,142.50	0.00%	\$0.00	\$0.00	\$0.00		
FUND 401 GENERAL CAPITAL PROJECTS									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$16.74	-\$16.74	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$16.74	-\$16.74	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 401 GENERAL CAPITAL PROJECTS	\$0.00	\$16.74	-\$16.74	0.00%	\$0.00	\$0.00	\$0.00		
FUND 402 TAX INC DIST 1									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49995 Miscellaneous Contingency	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 402 TAX INC DIST 1	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 405 T.H. HWY 61									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$19.41	-\$19.41	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$19.41	-\$19.41	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00





CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$1,846.82	-\$1,846.82	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$1,846.82	\$1,846.82	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 417 NORTH RAVINE	\$0.00	-\$1,846.30	\$1,846.30	0.00%	\$0.00	\$0.00	\$0.00		
FUND 422 2011A UTILITY CAPITAL									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 422 2011A UTILITY CAPITAL	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 423 2011A EQUIPMENT CAPITAL									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$39.47	-\$39.47	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$39.47	-\$39.47	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 423 2011A EQUIPMENT CAPITAL	\$0.00	\$39.47	-\$39.47	0.00%	\$0.00	\$0.00	\$0.00		
FUND 601 WATER FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49400 Water Utilities (GENERAL)	\$190,220.00	\$17,528.33	\$172,691.67	90.79%	\$0.00	\$190,220.00	-\$190,220.00	0.01	-0.16
Total Revenue Accounts	\$190,220.00	\$17,528.33	\$172,691.67	90.79%	\$0.00	\$190,220.00	-\$190,220.00	0.00	-0.12
Expenditure Accounts									
DEPT 49400 Water Utilities (GENERAL)	\$245,129.00	\$20,092.33	\$225,036.67	91.80%	\$0.00	\$245,129.00	-\$245,129.00	0.02	-0.26



CITY OF NEWPORT

\*Budget Control Summary

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Varianc	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Expenditure Accounts	\$245,129.00	\$20,092.33	-\$225,036.67	91.80%	\$0.00	\$245,129.00	-\$245,129.00	0.02	-0.26
Total FUND 601 WATER FUND	-\$54,909.00	-\$2,564.00	-\$52,345.00	95.33%	\$0.00	-\$54,909.00	\$54,909.00		
FUND 602 SEWER FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49450 Sewer (GENERAL)	\$340,162.00	\$29,868.27	\$310,293.73	91.22%	\$0.00	\$340,162.00	-\$340,162.00	0.01	-0.09
Total Revenue Accounts	\$340,162.00	\$29,868.27	\$310,293.73	91.22%	\$0.00	\$340,162.00	-\$340,162.00	0.01	-0.06
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49450 Sewer (GENERAL)	\$310,771.00	\$28,654.23	\$282,116.77	90.78%	\$0.00	\$310,771.00	-\$310,771.00	0.03	-0.29
DEPT 49460 Storm Water	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$310,771.00	\$28,654.23	-\$282,116.77	90.78%	\$0.00	\$310,771.00	-\$310,771.00	0.03	-0.25
Total FUND 602 SEWER FUND	\$29,391.00	\$1,214.04	\$28,176.96	95.87%	\$0.00	\$29,391.00	-\$29,391.00		
FUND 603 STREET LIGHT FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 43160 Street Lighting	\$48,460.00	\$3,744.84	\$44,715.16	92.27%	\$0.00	\$48,460.00	-\$48,460.00	0.02	-0.23
Total Revenue Accounts	\$48,460.00	\$3,744.84	\$44,715.16	92.27%	\$0.00	\$48,460.00	-\$48,460.00	0.01	-0.13
Expenditure Accounts									
DEPT 43160 Street Lighting	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49470 Street Lights	\$44,087.00	\$4,832.26	\$39,254.74	89.04%	\$0.00	\$44,087.00	-\$44,087.00	0.05	-0.45
Total Expenditure Accounts	\$44,087.00	\$4,832.26	-\$39,254.74	89.04%	\$0.00	\$44,087.00	-\$44,087.00	0.03	-0.30
Total FUND 603 STREET LIGHT FUND	\$4,373.00	-\$1,087.42	\$5,460.42	124.87%	\$0.00	\$4,373.00	-\$4,373.00		
FUND 604 STORM WATER FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49460 Storm Water	\$30,000.00	\$909.37	\$29,090.63	96.97%	\$0.00	\$30,000.00	-\$30,000.00	0.01	-0.24



**CITY OF NEWPORT**

**\*Budget Control Summary**

Current Period: January 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Varianc	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Revenue Accounts	\$30,000.00	\$909.37	\$29,090.63	96.97%	\$0.00	\$30,000.00	-\$30,000.00	0.01	-0.16
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49460 Storm Water	\$301.00	\$272.50	\$28.50	9.47%	\$0.00	\$301.00	-\$301.00	0.30	-0.03
Total Expenditure Accounts	\$301.00	\$272.50	-\$28.50	9.47%	\$0.00	\$301.00	-\$301.00	0.23	-0.02
Total FUND 604 STORM WATER FUND	\$29,699.00	\$636.87	\$29,062.13	97.86%	\$0.00	\$29,699.00	-\$29,699.00		
	\$594,444.00	-\$301,257.94	\$895,701.94	150.68%	\$0.00	\$594,444.00	-\$594,444.00		

FILTER: None

## Section 3 – Cash Balances

**Purpose:**

This section provides a summary of the beginning cash balances for the year and ending cash balances at the end of each period, after receipts and disbursements. The funds listed in cash balances lists all City funds.



**CITY OF NEWPORT**  
**\*Cash Balances**

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Current Period January 2013

Fund	2013 Begin Balance	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance	
				Rec/Disb	Journal Entry			
<b>10100 Central Bank</b>								
101 GENERAL FUND	\$542,071.29	\$103,477.58	\$163,233.16	\$0.00	\$0.00	(\$51,754.18)	\$430,561.53	In Bal
201 PARKS SPECIAL F	\$28,334.68	\$77.27	\$0.00	\$0.00	\$0.00	\$0.00	\$28,411.95	In Bal
204 HERITAGE PRESE	\$2,339.31	\$0.11	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,339.42	In Bal
205 RECYCLING	\$24,492.39	\$1.96	\$0.00	\$0.00	\$0.00	\$0.00	\$24,494.35	In Bal
206 FIRE ENGINE	\$0.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.14	In Bal
208 BUY FORFEITURE	\$1,303.02	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00	\$1,303.12	In Bal
225 PIONEER DAYS	\$18,304.13	\$1.46	\$0.00	\$0.00	\$0.00	\$0.00	\$18,305.59	In Bal
270 EDA	\$569,896.12	\$392.10	\$7,255.43	\$0.00	\$0.00	\$0.00	\$563,032.79	In Bal
301 G.O. CAPITAL IMP	(\$119,972.42)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$119,972.42)	In Bal
305 GO TIF 1991/1999	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.48	In Bal
307 GO TIF 1994B	(\$0.30)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.30)	In Bal
308 CERIFICATES OF I	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.53	In Bal
313 GO IMP BOND 200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
315 \$690,000 BOND 20	(\$46,381.69)	\$1,742.31	\$89,026.25	\$0.00	\$0.00	\$0.00	(\$133,665.63)	In Bal
316 PFA/TRLF REVEN	\$336,560.03	\$6,020.74	\$2,522.85	\$0.00	\$0.00	\$0.00	\$340,057.92	In Bal
321 EQUIP CERTIFICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
322 GO BONDS OF 20	(\$14,424.81)	\$0.00	\$94,142.50	\$0.00	\$0.00	\$0.00	(\$108,567.31)	In Bal
401 GENERAL CAPITA	\$209,657.85	\$16.74	\$0.00	\$0.00	\$0.00	\$0.00	\$209,674.59	In Bal
402 TAX INC DIST 1	\$4.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.77	In Bal
405 T.H. HWY 61	\$243,199.16	\$19.41	\$0.00	\$0.00	\$0.00	\$0.00	\$243,218.57	In Bal
409 STREET RECONS	\$40,937.78	\$3.27	\$0.00	\$0.00	\$0.00	\$0.00	\$40,941.05	In Bal
411 CERT. OF INDEBT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
416 4TH AVENUE RAV	\$12,746.76	\$1.02	\$0.00	\$0.00	\$0.00	\$0.00	\$12,747.78	In Bal
417 NORTH RAVINE	\$8,339.89	\$0.52	\$1,846.82	\$0.00	\$0.00	\$0.00	\$6,493.59	In Bal
422 2011A UTILITY CA	(\$0.44)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.44)	In Bal
423 2011A EQUIPMEN	\$494,389.05	\$39.47	\$0.00	\$0.00	\$0.00	\$0.00	\$494,428.52	In Bal
601 WATER FUND	\$463,307.17	\$18,363.48	\$15,047.52	\$0.00	\$0.00	(\$5,125.54)	\$461,497.59	In Bal
602 SEWER FUND	\$678,510.46	\$29,868.27	\$23,638.59	\$0.00	\$0.00	(\$5,015.64)	\$679,724.50	In Bal
603 STREET LIGHT FU	\$13,831.13	\$3,744.84	\$4,832.26	\$0.00	\$0.00	\$0.00	\$12,743.71	In Bal
604 STORM WATER F	\$16,241.08	\$909.37	\$272.50	\$0.00	\$0.00	\$0.00	\$16,877.95	In Bal
	\$3,523,687.56	\$164,680.02	\$402,817.88	\$0.00	\$0.00	(\$61,895.36)	\$3,223,654.34	

## Section 4 – Revenue Summary

**Purpose:**

This section provides a summary view of revenues for the specified period compared to the current year budget as amended. Revenues are reported on a cash basis. Adjustments are required at the end of the fiscal year for audit purposed and are not reflected in the report.



**CITY OF NEWPORT**  
**\*Revenue Summary**

FUND	Description	2013 YTD Budget	January 2013 Amt	2013 YTD Amt	YTD Balance	% of Budget
101	GENERAL FUND	\$3,051,576.00	\$101,983.58	\$101,983.58	\$2,949,592.42	3.34%
201	PARKS SPECIAL FUND	\$0.00	\$77.27	\$77.27	-\$77.27	0.00%
202	POLICE FORFEITURE FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
204	HERITAGE PRESERVATION C	\$0.00	\$0.11	\$0.11	-\$0.11	0.00%
205	RECYCLING	\$0.00	\$1.96	\$1.96	-\$1.96	0.00%
206	FIRE ENGINE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
208	BUY FORFEITURE	\$0.00	\$0.10	\$0.10	-\$0.10	0.00%
225	PIONEER DAYS	\$0.00	\$1.46	\$1.46	-\$1.46	0.00%
270	EDA	\$0.00	\$392.10	\$392.10	-\$392.10	0.00%
301	G.O. CAPITAL IMP. PLAN 2010	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
305	GO TIF 1991/1999 BOND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
307	GO TIF 1994B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
308	CERIFICATES OF INDEBTEDN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
313	GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	\$690,000 BOND 2002A	\$0.00	\$1,742.31	\$1,742.31	-\$1,742.31	0.00%
316	PFA/TRLF REVENUE NOTE	\$0.00	\$6,020.74	\$6,020.74	-\$6,020.74	0.00%
321	EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
322	GO BONDS OF 2011A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
401	GENERAL CAPITAL PROJECT	\$0.00	\$16.74	\$16.74	-\$16.74	0.00%
402	TAX INC DIST 1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
405	T.H. HWY 61	\$0.00	\$19.41	\$19.41	-\$19.41	0.00%
409	STREET RECONSTRUCTION	\$0.00	\$3.27	\$3.27	-\$3.27	0.00%
416	4TH AVENUE RAVINE	\$0.00	\$1.02	\$1.02	-\$1.02	0.00%
417	NORTH RAVINE	\$0.00	\$0.52	\$0.52	-\$0.52	0.00%
422	2011A UTILITY CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
423	2011A EQUIPMENT CAPITAL	\$0.00	\$39.47	\$39.47	-\$39.47	0.00%
601	WATER FUND	\$190,220.00	\$17,528.33	\$17,528.33	\$172,691.67	9.21%
602	SEWER FUND	\$340,162.00	\$29,868.27	\$29,868.27	\$310,293.73	8.78%
603	STREET LIGHT FUND	\$48,460.00	\$3,744.84	\$3,744.84	\$44,715.16	7.73%
604	STORM WATER FUND	\$30,000.00	\$909.37	\$909.37	\$29,090.63	3.03%
		\$3,660,418.00	\$162,350.87	\$162,350.87	\$3,498,067.13	4.44%

FILTER: None

## Section 5 – Expenditure Summary

**Purpose:**

This section provides a summary and detailed view of expenses for the specified period compared to the current budget as amended. Expenses are reported on a cash basis and do not reflect any outstanding encumbrances. Adjustments are required at the end of the fiscal year for audit purposes and are not reflected in the report.



**CITY OF NEWPORT**  
**\*Expenditure Summary**

FUND	Description	2013 YTD Budget	January 2013 Amt	2013 YTD Amt	Enc Current	YTD Balance	% YTD Budget
101	GENERAL FUND	\$2,465,686.00	\$213,963.64	\$213,963.64	\$0.00	\$2,251,722.36	8.68%
201	PARKS SPECIAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
204	HERITAGE PRESERVATION C	\$0.00	\$1,000.00	\$1,000.00	\$0.00	-\$1,000.00	0.00%
205	RECYCLING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
208	BUY FORFEITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
225	PIONEER DAYS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
270	EDA	\$0.00	\$7,255.43	\$7,255.43	\$0.00	-\$7,255.43	0.00%
301	G.O. CAPITAL IMP. PLAN 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
305	GO TIF 1991/1999 BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
307	GO TIF 1994B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
308	CERIFICATES OF INDEBTEDN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
313	GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	\$690,000 BOND 2002A	\$0.00	\$89,026.25	\$89,026.25	\$0.00	-\$89,026.25	0.00%
316	PFA/TRLF REVENUE NOTE	\$0.00	\$2,522.85	\$2,522.85	\$0.00	-\$2,522.85	0.00%
321	EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
322	GO BONDS OF 2011A	\$0.00	\$94,142.50	\$94,142.50	\$0.00	-\$94,142.50	0.00%
401	GENERAL CAPITAL PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
402	TAX INC DIST 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
405	T.H. HWY 61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
411	CERT. OF INDEBTEDNESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
416	4TH AVENUE RAVINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
417	NORTH RAVINE	\$0.00	\$1,846.82	\$1,846.82	\$0.00	-\$1,846.82	0.00%
422	2011A UTILITY CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
423	2011A EQUIPMENT CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
601	WATER FUND	\$245,129.00	\$20,092.33	\$20,092.33	\$0.00	\$225,036.67	8.20%
602	SEWER FUND	\$310,771.00	\$28,654.23	\$28,654.23	\$0.00	\$282,116.77	9.22%
603	STREET LIGHT FUND	\$44,087.00	\$4,832.26	\$4,832.26	\$0.00	\$39,254.74	10.96%
604	STORM WATER FUND	\$301.00	\$272.50	\$272.50	\$0.00	\$28.50	90.53%
		\$3,065,974.00	\$463,608.81	\$463,608.81	\$0.00	\$2,602,365.19	15.12%

FILTER: None

## Section 6 – Balance Sheets

**Purpose:**

The purpose of the GL Yearly Report is to provide a monthly snapshot of the funds' various assets, liabilities, and equity. Please note that the basic formula is:

$$\text{Assets} = \text{Liabilities} + \text{Equity}$$



# CITY OF NEWPORT

## GL Yearly

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Current Period: January 2013

FUND 101 GENERAL FUND

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 101-10100 Cash	\$542,071.29	\$103,477.58	\$214,987.34	\$103,477.58	\$214,987.34	\$430,561.53
G 101-10200 Petty Cash	\$74.73	\$0.00	\$0.00	\$0.00	\$0.00	\$74.73
G 101-10300 Bond Street Account	\$62,239.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,239.00
G 101-10400 Investments	(\$0.44)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.44)
G 101-10401 Northland Securities	\$355,794.26	\$0.00	\$0.00	\$0.00	\$0.00	\$355,794.26
G 101-10402 CDARS/Central Bank	\$312,321.07	\$0.00	\$0.00	\$0.00	\$0.00	\$312,321.07
G 101-10406 Smith Barney	\$101,930.27	\$0.00	\$0.00	\$0.00	\$0.00	\$101,930.27
G 101-10410 Smith Barney MM	\$533,506.17	\$0.00	\$0.00	\$0.00	\$0.00	\$533,506.17
G 101-10450 Interest Receivable	\$4,480.04	\$0.00	\$0.00	\$0.00	\$0.00	\$4,480.04
G 101-10500 Taxes Receivable-Current	\$42,866.41	\$0.00	\$0.00	\$0.00	\$0.00	\$42,866.41
G 101-10700 Taxes Receivable-Delinquent	\$108,942.12	\$0.00	\$0.00	\$0.00	\$0.00	\$108,942.12
G 101-13100 Due From Other Funds	\$4,233.75	\$0.00	\$0.00	\$0.00	\$0.00	\$4,233.75
G 101-13200 Due From Other Government	\$4,565.76	\$0.00	\$0.00	\$0.00	\$0.00	\$4,565.76
G 101-15500 Prepaid Items	(\$565.58)	\$0.00	\$0.00	\$0.00	\$0.00	(\$565.58)
<b>Total Asset</b>	\$2,072,458.85	\$103,477.58	\$214,987.34	\$103,477.58	\$214,987.34	\$1,960,949.09
<b>Liability</b>						
G 101-20200 Accounts Payable	(\$123,681.56)	\$0.00	\$0.00	\$0.00	\$0.00	(\$123,681.56)
G 101-20800 Due to Other Governments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-21600 Accrued Wages & Salaries P	(\$15,202.21)	\$0.00	\$0.00	\$0.00	\$0.00	(\$15,202.21)
G 101-21701 Federal W/H Payable	\$403.30	\$8,544.54	\$8,544.54	\$8,544.54	\$8,544.54	\$403.30
G 101-21702 State Withholding Payable	\$11,537.44	\$3,774.18	\$3,774.18	\$3,774.18	\$3,774.18	\$11,537.44
G 101-21703 FICA Tax Withholding	\$328.52	\$6,759.38	\$6,759.38	\$6,759.38	\$6,759.38	\$328.52
G 101-21704 PERA	(\$4,436.99)	\$15,649.09	\$15,649.09	\$15,649.09	\$15,649.09	(\$4,436.99)
G 101-21705 Medica payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-21706 Garnishment	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.40
G 101-21707 Union Dues	\$1,486.18	\$432.50	\$432.50	\$432.50	\$432.50	\$1,486.18
G 101-21708 United Way	(\$0.45)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.45)
G 101-21709 Medicare	\$127.52	\$2,652.70	\$2,652.70	\$2,652.70	\$2,652.70	\$127.52
G 101-21710 Other Deductions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-21711 NPERS - Life	(\$43.91)	\$80.00	\$80.00	\$80.00	\$80.00	(\$43.91)
G 101-21712 HSA Employee	(\$323.78)	\$1,134.00	\$1,134.00	\$1,134.00	\$1,134.00	(\$323.78)
G 101-21713 Dental Family	(\$1,657.97)	\$290.23	\$290.22	\$290.23	\$290.22	(\$1,657.96)
G 101-21714 LTD Employee	\$1,215.19	\$442.11	\$454.01	\$442.11	\$454.01	\$1,203.29
G 101-21715 MSRS Employee	(\$2,263.75)	\$829.30	\$829.30	\$829.30	\$829.30	(\$2,263.75)
G 101-21716 Health Insurance	(\$2,085.06)	\$602.00	\$562.40	\$602.00	\$562.40	(\$2,045.46)
G 101-21717 MNBA Life Ins.	(\$140.98)	\$61.43	\$61.44	\$61.43	\$61.44	(\$140.99)
G 101-21719 ING Employee	\$951.42	\$1,846.00	\$1,846.00	\$1,846.00	\$1,846.00	\$951.42
G 101-21721 Child Support	(\$228.57)	\$800.00	\$800.00	\$800.00	\$800.00	(\$228.57)
G 101-21722 Cobra Payment	(\$16.50)	\$996.00	\$1,494.00	\$996.00	\$1,494.00	(\$514.50)
G 101-22100 Escrow	(\$5,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$5,500.00)
G 101-22200 Deferred Revenues	(\$108,942.13)	\$0.00	\$0.00	\$0.00	\$0.00	(\$108,942.13)
<b>Total Liability</b>	(\$248,473.89)	\$44,893.46	\$45,363.76	\$44,893.46	\$45,363.76	(\$248,944.19)
<b>Equity</b>						
G 101-25300 Unreserved Fund Balance	(\$1,823,984.96)	\$213,963.64	\$101,983.58	\$213,963.64	\$101,983.58	(\$1,712,004.90)
<b>Total Equity</b>	(\$1,823,984.96)	\$213,963.64	\$101,983.58	\$213,963.64	\$101,983.58	(\$1,712,004.90)
<b>Total 101 GENERAL FUND</b>	\$0.00	\$362,334.68	\$362,334.68	\$362,334.68	\$362,334.68	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 201 PARKS SPECIAL FUND

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 201-10100 Cash	\$28,334.68	\$77.27	\$0.00	\$77.27	\$0.00	\$28,411.95
<b>Total Asset</b>	\$28,334.68	\$77.27	\$0.00	\$77.27	\$0.00	\$28,411.95
<b>Equity</b>						
G 201-25300 Unreserved Fund Balance	(\$28,334.68)	\$0.00	\$77.27	\$0.00	\$77.27	(\$28,411.95)
<b>Total Equity</b>	(\$28,334.68)	\$0.00	\$77.27	\$0.00	\$77.27	(\$28,411.95)
<b>Total 201 PARKS SPECIAL FUND</b>	\$0.00	\$77.27	\$77.27	\$77.27	\$77.27	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 204 HERITAGE PRESERVATION COMM		January 2013					
		Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>							
G 204-10100 Cash		\$2,339.31	\$0.11	\$1,000.00	\$0.11	\$1,000.00	\$1,339.42
	<b>Total Asset</b>	\$2,339.31	\$0.11	\$1,000.00	\$0.11	\$1,000.00	\$1,339.42
<b>Equity</b>							
G 204-25300 Unreserved Fund Balance		(\$2,339.31)	\$1,000.00	\$0.11	\$1,000.00	\$0.11	(\$1,339.42)
	<b>Total Equity</b>	(\$2,339.31)	\$1,000.00	\$0.11	\$1,000.00	\$0.11	(\$1,339.42)
<b>Total 204 HERITAGE PRESERVATION COMM</b>		\$0.00	\$1,000.11	\$1,000.11	\$1,000.11	\$1,000.11	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 205 RECYCLING

**January 2013**

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 205-10100 Cash	\$24,492.39	\$1.96	\$0.00	\$1.96	\$0.00	\$24,494.35
<b>Total Asset</b>	\$24,492.39	\$1.96	\$0.00	\$1.96	\$0.00	\$24,494.35
<b>Equity</b>						
G 205-25300 Unreserved Fund Balance	(\$24,492.39)	\$0.00	\$1.96	\$0.00	\$1.96	(\$24,494.35)
<b>Total Equity</b>	(\$24,492.39)	\$0.00	\$1.96	\$0.00	\$1.96	(\$24,494.35)
<b>Total 205 RECYCLING</b>	\$0.00	\$1.96	\$1.96	\$1.96	\$1.96	\$0.00





**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 208 BUY FORFEITURE

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 208-10100 Cash	\$1,303.02	\$0.10	\$0.00	\$0.10	\$0.00	\$1,303.12
<b>Total Asset</b>	\$1,303.02	\$0.10	\$0.00	\$0.10	\$0.00	\$1,303.12
<b>Equity</b>						
G 208-25300 Unreserved Fund Balance	(\$1,303.02)	\$0.00	\$0.10	\$0.00	\$0.10	(\$1,303.12)
<b>Total Equity</b>	(\$1,303.02)	\$0.00	\$0.10	\$0.00	\$0.10	(\$1,303.12)
<b>Total 208 BUY FORFEITURE</b>	\$0.00	\$0.10	\$0.10	\$0.10	\$0.10	\$0.00



# CITY OF NEWPORT

## GL Yearly

Current Period: January 2013

FUND 225 PIONEER DAYS

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 225-10100 Cash	\$18,304.13	\$1.46	\$0.00	\$1.46	\$0.00	\$18,305.59
<b>Total Asset</b>	\$18,304.13	\$1.46	\$0.00	\$1.46	\$0.00	\$18,305.59
<b>Liability</b>						
G 225-20200 Accounts Payable	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.03
<b>Total Liability</b>	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.03
<b>Equity</b>						
G 225-25300 Unreserved Fund Balance	(\$18,304.16)	\$0.00	\$1.46	\$0.00	\$1.46	(\$18,305.62)
<b>Total Equity</b>	(\$18,304.16)	\$0.00	\$1.46	\$0.00	\$1.46	(\$18,305.62)
<b>Total 225 PIONEER DAYS</b>	\$0.00	\$1.46	\$1.46	\$1.46	\$1.46	\$0.00



# CITY OF NEWPORT

## GL Yearly

Current Period: January 2013

FUND 270 EDA

### January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 270-10100 Cash	\$569,896.12	\$392.10	\$7,255.43	\$392.10	\$7,255.43	\$563,032.79
G 270-10500 Taxes Receivable-Current	\$305,806.00	\$0.00	\$0.00	\$0.00	\$0.00	\$305,806.00
<b>Total Asset</b>	\$875,702.12	\$392.10	\$7,255.43	\$392.10	\$7,255.43	\$868,838.79
<b>Liability</b>						
G 270-20200 Accounts Payable	(\$7,942.93)	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,942.93)
<b>Total Liability</b>	(\$7,942.93)	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,942.93)
<b>Equity</b>						
G 270-25300 Unreserved Fund Balance	(\$867,759.19)	\$7,255.43	\$392.10	\$7,255.43	\$392.10	(\$860,895.86)
<b>Total Equity</b>	(\$867,759.19)	\$7,255.43	\$392.10	\$7,255.43	\$392.10	(\$860,895.86)
<b>Total 270 EDA</b>	\$0.00	\$7,647.53	\$7,647.53	\$7,647.53	\$7,647.53	\$0.00













**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 315 \$690,000 BOND 2002A

**January 2013**

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 315-10100 Cash	(\$46,381.69)	\$1,742.31	\$89,026.25	\$1,742.31	\$89,026.25	(\$133,665.63)
<b>Total Asset</b>	(\$46,381.69)	\$1,742.31	\$89,026.25	\$1,742.31	\$89,026.25	(\$133,665.63)
<b>Equity</b>						
G 315-25300 Unreserved Fund Balance	\$46,381.69	\$89,026.25	\$1,742.31	\$89,026.25	\$1,742.31	\$133,665.63
<b>Total Equity</b>	\$46,381.69	\$89,026.25	\$1,742.31	\$89,026.25	\$1,742.31	\$133,665.63
<b>Total 315 \$690,000 BOND 2002A</b>	\$0.00	\$90,768.56	\$90,768.56	\$90,768.56	\$90,768.56	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 316 PFA/TRLF REVENUE NOTE

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 316-10100 Cash	\$336,560.03	\$6,020.74	\$2,522.85	\$6,020.74	\$2,522.85	\$340,057.92
G 316-12100 SA Recievable -Current	\$11,472.28	\$0.00	\$0.00	\$0.00	\$0.00	\$11,472.28
G 316-12200 Special Assess Rec-Delinque	\$18,061.12	\$0.00	\$0.00	\$0.00	\$0.00	\$18,061.12
G 316-12300 Special Assess Rec-Deferred	\$446,334.68	\$0.00	\$0.00	\$0.00	\$0.00	\$446,334.68
<b>Total Asset</b>	\$812,428.11	\$6,020.74	\$2,522.85	\$6,020.74	\$2,522.85	\$815,926.00
<b>Liability</b>						
G 316-22200 Deferred Revenues	(\$464,395.80)	\$0.00	\$0.00	\$0.00	\$0.00	(\$464,395.80)
<b>Total Liability</b>	(\$464,395.80)	\$0.00	\$0.00	\$0.00	\$0.00	(\$464,395.80)
<b>Equity</b>						
G 316-25300 Unreserved Fund Balance	(\$348,032.31)	\$2,522.85	\$6,020.74	\$2,522.85	\$6,020.74	(\$351,530.20)
<b>Total Equity</b>	(\$348,032.31)	\$2,522.85	\$6,020.74	\$2,522.85	\$6,020.74	(\$351,530.20)
<b>Total 316 PFA/TRLF REVENUE NOTE</b>	\$0.00	\$8,543.59	\$8,543.59	\$8,543.59	\$8,543.59	\$0.00





# CITY OF NEWPORT

## GL Yearly

Current Period: January 2013

FUND 322 GO BONDS OF 2011A

### January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 322-10100 Cash	(\$14,424.81)	\$0.00	\$94,142.50	\$0.00	\$94,142.50	(\$108,567.31)
<b>Total Asset</b>	(\$14,424.81)	\$0.00	\$94,142.50	\$0.00	\$94,142.50	(\$108,567.31)
<b>Equity</b>						
G 322-25300 Unreserved Fund Balance	\$14,424.81	\$94,142.50	\$0.00	\$94,142.50	\$0.00	\$108,567.31
<b>Total Equity</b>	\$14,424.81	\$94,142.50	\$0.00	\$94,142.50	\$0.00	\$108,567.31
<b>Total 322 GO BONDS OF 2011A</b>	\$0.00	\$94,142.50	\$94,142.50	\$94,142.50	\$94,142.50	\$0.00



# CITY OF NEWPORT

## GL Yearly

Current Period: January 2013

FUND 401 GENERAL CAPITAL PROJECTS		January 2013					
		Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>							
G 401-10100 Cash		\$209,657.85	\$16.74	\$0.00	\$16.74	\$0.00	\$209,674.59
	<b>Total Asset</b>	\$209,657.85	\$16.74	\$0.00	\$16.74	\$0.00	\$209,674.59
<b>Equity</b>							
G 401-25300 Unreserved Fund Balance		(\$209,657.85)	\$0.00	\$16.74	\$0.00	\$16.74	(\$209,674.59)
	<b>Total Equity</b>	(\$209,657.85)	\$0.00	\$16.74	\$0.00	\$16.74	(\$209,674.59)
<b>Total 401 GENERAL CAPITAL PROJECTS</b>		\$0.00	\$16.74	\$16.74	\$16.74	\$16.74	\$0.00





**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 405 T.H. HWY 61

**January 2013**

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 405-10100 Cash	\$243,199.16	\$19.41	\$0.00	\$19.41	\$0.00	\$243,218.57
G 405-13200 Due From Other Government	(\$62,221.18)	\$0.00	\$0.00	\$0.00	\$0.00	(\$62,221.18)
<b>Total Asset</b>	\$180,977.98	\$19.41	\$0.00	\$19.41	\$0.00	\$180,997.39
<b>Equity</b>						
G 405-25300 Unreserved Fund Balance	(\$180,977.98)	\$0.00	\$19.41	\$0.00	\$19.41	(\$180,997.39)
<b>Total Equity</b>	(\$180,977.98)	\$0.00	\$19.41	\$0.00	\$19.41	(\$180,997.39)
<b>Total 405 T.H. HWY 61</b>	\$0.00	\$19.41	\$19.41	\$19.41	\$19.41	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 409 STREET RECONSTRUCTION

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 409-10100 Cash	\$40,937.78	\$3.27	\$0.00	\$3.27	\$0.00	\$40,941.05
<b>Total Asset</b>	\$40,937.78	\$3.27	\$0.00	\$3.27	\$0.00	\$40,941.05
<b>Equity</b>						
G 409-25300 Unreserved Fund Balance	(\$40,937.78)	\$0.00	\$3.27	\$0.00	\$3.27	(\$40,941.05)
<b>Total Equity</b>	(\$40,937.78)	\$0.00	\$3.27	\$0.00	\$3.27	(\$40,941.05)
<b>Total 409 STREET RECONSTRUCTION</b>	\$0.00	\$3.27	\$3.27	\$3.27	\$3.27	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 411 CERT. OF INDEBTEDNESS

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 411-10100 Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Asset</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equity</b>						
G 411-25300 Unreserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Equity</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total 411 CERT. OF INDEBTEDNESS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



# CITY OF NEWPORT

## GL Yearly

Current Period: January 2013

FUND 416 4TH AVENUE RAVINE

### January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 416-10100 Cash	\$12,746.76	\$1.02	\$0.00	\$1.02	\$0.00	\$12,747.78
G 416-13200 Due From Other Government	\$12,776.47	\$0.00	\$0.00	\$0.00	\$0.00	\$12,776.47
<b>Total Asset</b>	\$25,523.23	\$1.02	\$0.00	\$1.02	\$0.00	\$25,524.25
<b>Liability</b>						
G 416-20700 Due to Other Funds	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
<b>Total Liability</b>	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
<b>Equity</b>						
G 416-25300 Unreserved Fund Balance	(\$25,523.48)	\$0.00	\$1.02	\$0.00	\$1.02	(\$25,524.50)
<b>Total Equity</b>	(\$25,523.48)	\$0.00	\$1.02	\$0.00	\$1.02	(\$25,524.50)
<b>Total 416 4TH AVENUE RAVINE</b>	\$0.00	\$1.02	\$1.02	\$1.02	\$1.02	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 417 NORTH RAVINE

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 417-10100 Cash	\$8,339.89	\$0.52	\$1,846.82	\$0.52	\$1,846.82	\$6,493.59
G 417-13200 Due From Other Government	\$61,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,176.00
<b>Total Asset</b>	\$69,515.89	\$0.52	\$1,846.82	\$0.52	\$1,846.82	\$67,669.59
<b>Liability</b>						
G 417-20200 Accounts Payable	(\$1,846.82)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,846.82)
G 417-20700 Due to Other Funds	(\$4,235.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,235.00)
<b>Total Liability</b>	(\$6,081.82)	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,081.82)
<b>Equity</b>						
G 417-24400 Fund Balance For Encumbra	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
G 417-25300 Unreserved Fund Balance	(\$63,434.32)	\$1,846.82	\$0.52	\$1,846.82	\$0.52	(\$61,588.02)
<b>Total Equity</b>	(\$63,434.07)	\$1,846.82	\$0.52	\$1,846.82	\$0.52	(\$61,587.77)
<b>Total 417 NORTH RAVINE</b>	\$0.00	\$1,847.34	\$1,847.34	\$1,847.34	\$1,847.34	\$0.00





**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 423 2011A EQUIPMENT CAPITAL

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 423-10100 Cash	\$494,389.05	\$39.47	\$0.00	\$39.47	\$0.00	\$494,428.52
<b>Total Asset</b>	\$494,389.05	\$39.47	\$0.00	\$39.47	\$0.00	\$494,428.52
<b>Equity</b>						
G 423-25300 Unreserved Fund Balance	(\$494,389.05)	\$0.00	\$39.47	\$0.00	\$39.47	(\$494,428.52)
<b>Total Equity</b>	(\$494,389.05)	\$0.00	\$39.47	\$0.00	\$39.47	(\$494,428.52)
<b>Total 423 2011A EQUIPMENT CAPITAL</b>	\$0.00	\$39.47	\$39.47	\$39.47	\$39.47	\$0.00



# CITY OF NEWPORT

## GL Yearly

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Current Period: January 2013

FUND 601 WATER FUND

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 601-10100 Cash	\$463,307.17	\$18,363.48	\$20,173.06	\$18,363.48	\$20,173.06	\$461,497.59
G 601-11500 Accounts Receivable	\$46,422.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,422.00
G 601-12300 Special Assess Rec-Deferred	\$10,844.38	\$0.00	\$0.00	\$0.00	\$0.00	\$10,844.38
G 601-15500 Prepaid Items	\$46.63	\$0.00	\$0.00	\$0.00	\$0.00	\$46.63
G 601-16100 Land	(\$0.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.50)
G 601-16200 Building and Improvements	\$123,291.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,291.00
G 601-16300 Improvements other building	\$2,942,727.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,942,727.40
G 601-16400 Equipment	\$294,264.08	\$0.00	\$0.00	\$0.00	\$0.00	\$294,264.08
G 601-16410 Accumulated dep. Equip.	(\$1,648,638.19)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,648,638.19)
G 601-21720 Online fees payable	(\$31.90)	\$80.73	\$77.74	\$80.73	\$77.74	(\$28.91)
G 601-26100 Contributions From City	(\$858,692.15)	\$0.00	\$0.00	\$0.00	\$0.00	(\$858,692.15)
<b>Total Asset</b>	\$1,373,539.92	\$18,444.21	\$20,250.80	\$18,444.21	\$20,250.80	\$1,371,733.33
<b>Liability</b>						
G 601-20200 Accounts Payable	(\$13,582.76)	\$0.00	\$0.00	\$0.00	\$0.00	(\$13,582.76)
G 601-21500 Accrued Interest Payable	(\$3,945.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,945.00)
G 601-21600 Accrued Wages & Salaries P	(\$1,385.09)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,385.09)
G 601-21701 Federal W/H Payable	(\$0.22)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.22)
G 601-21702 State Withholding Payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 601-21703 FICA Tax Withholding	(\$0.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.28)
G 601-21704 PERA	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.08
G 601-21707 Union Dues	(\$0.17)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.17)
G 601-21708 United Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 601-21709 Medicare	\$0.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.22
G 601-21711 NPERS - Life	(\$0.30)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.30)
G 601-21712 HSA Employee	(\$0.11)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.11)
G 601-21714 LTD Employee	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
G 601-21715 MSRS Employee	(\$0.08)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.08)
G 601-21718 Water sales tax payable	(\$237,308.12)	\$0.00	\$0.00	\$0.00	\$0.00	(\$237,308.12)
G 601-22510 General Obligation Bonds Pa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 601-99999 Utility Overpayments	\$16,151.54	\$0.00	\$757.41	\$0.00	\$757.41	\$15,394.13
<b>Total Liability</b>	(\$240,070.04)	\$0.00	\$757.41	\$0.00	\$757.41	(\$240,827.45)
<b>Equity</b>						
G 601-25300 Unreserved Fund Balance	(\$1,133,469.88)	\$20,092.33	\$17,528.33	\$20,092.33	\$17,528.33	(\$1,130,905.88)
<b>Total Equity</b>	(\$1,133,469.88)	\$20,092.33	\$17,528.33	\$20,092.33	\$17,528.33	(\$1,130,905.88)
<b>Total 601 WATER FUND</b>	\$0.00	\$38,536.54	\$38,536.54	\$38,536.54	\$38,536.54	\$0.00



# CITY OF NEWPORT

## GL Yearly

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Current Period: January 2013

FUND 602 SEWER FUND

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 602-10100 Cash	\$678,510.46	\$29,868.27	\$28,654.23	\$29,868.27	\$28,654.23	\$679,724.50
G 602-11500 Accounts Receivable	\$66,867.40	\$0.00	\$0.00	\$0.00	\$0.00	\$66,867.40
G 602-12300 Special Assess Rec-Deferred	\$15,533.30	\$0.00	\$0.00	\$0.00	\$0.00	\$15,533.30
G 602-13100 Due From Other Funds	\$523.29	\$0.00	\$0.00	\$0.00	\$0.00	\$523.29
G 602-15500 Prepaid Items	\$46.63	\$0.00	\$0.00	\$0.00	\$0.00	\$46.63
G 602-16100 Land	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50
G 602-16200 Building and Improvements	\$360,863.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360,863.00
G 602-16300 Improvements other building	\$1,365,822.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,365,822.15
G 602-16400 Equipment	\$56,342.75	\$0.00	\$0.00	\$0.00	\$0.00	\$56,342.75
G 602-16410 Accumulated dep. Equip.	(\$1,104,888.22)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,104,888.22)
G 602-16500 Construction in Progress	\$15,083.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,083.00
G 602-26100 Contributions From City	(\$632,448.36)	\$0.00	\$0.00	\$0.00	\$0.00	(\$632,448.36)
<b>Total Asset</b>	\$822,255.90	\$29,868.27	\$28,654.23	\$29,868.27	\$28,654.23	\$823,469.94
<b>Liability</b>						
G 602-20200 Accounts Payable	(\$10,553.57)	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,553.57)
G 602-21500 Accrued Interest Payable	(\$3,945.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,945.00)
G 602-21600 Accrued Wages & Salaries P	(\$1,374.24)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,374.24)
G 602-21701 Federal W/H Payable	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.08
G 602-21702 State Withholding Payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 602-21703 FICA Tax Withholding	(\$0.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.28)
G 602-21704 PERA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 602-21707 Union Dues	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
G 602-21709 Medicare	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
G 602-21711 NPERS - Life	(\$0.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.28)
G 602-21712 HSA Employee	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.47
G 602-21714 LTD Employee	(\$0.35)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.35)
G 602-21715 MSRS Employee	(\$0.08)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.08)
G 602-22510 General Obligation Bonds Pa	(\$304,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$304,000.00)
<b>Total Liability</b>	(\$319,872.75)	\$0.00	\$0.00	\$0.00	\$0.00	(\$319,872.75)
<b>Equity</b>						
G 602-25300 Unreserved Fund Balance	(\$502,383.15)	\$28,654.23	\$29,868.27	\$28,654.23	\$29,868.27	(\$503,597.19)
<b>Total Equity</b>	(\$502,383.15)	\$28,654.23	\$29,868.27	\$28,654.23	\$29,868.27	(\$503,597.19)
<b>Total 602 SEWER FUND</b>	\$0.00	\$58,522.50	\$58,522.50	\$58,522.50	\$58,522.50	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

**FUND 603 STREET LIGHT FUND**

**January 2013**

	<b>Begin Yr</b>	<b>MTD Debits</b>	<b>MTD Credits</b>	<b>YTD Debits</b>	<b>YTD Credits</b>	<b>Balance</b>
<b>Asset</b>						
G 603-10100 Cash	\$13,831.13	\$3,744.84	\$4,832.26	\$3,744.84	\$4,832.26	\$12,743.71
G 603-11500 Accounts Receivable	\$5,120.47	\$0.00	\$0.00	\$0.00	\$0.00	\$5,120.47
G 603-12200 Special Assess Rec-Delinque	\$1,786.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,786.76
<b>Total Asset</b>	\$20,738.36	\$3,744.84	\$4,832.26	\$3,744.84	\$4,832.26	\$19,650.94
<b>Liability</b>						
G 603-20200 Accounts Payable	(\$9,099.75)	\$0.00	\$0.00	\$0.00	\$0.00	(\$9,099.75)
G 603-20700 Due to Other Funds	(\$523.48)	\$0.00	\$0.00	\$0.00	\$0.00	(\$523.48)
<b>Total Liability</b>	(\$9,623.23)	\$0.00	\$0.00	\$0.00	\$0.00	(\$9,623.23)
<b>Equity</b>						
G 603-25300 Unreserved Fund Balance	(\$11,115.13)	\$4,832.26	\$3,744.84	\$4,832.26	\$3,744.84	(\$10,027.71)
<b>Total Equity</b>	(\$11,115.13)	\$4,832.26	\$3,744.84	\$4,832.26	\$3,744.84	(\$10,027.71)
<b>Total 603 STREET LIGHT FUND</b>	\$0.00	\$8,577.10	\$8,577.10	\$8,577.10	\$8,577.10	\$0.00



**CITY OF NEWPORT**  
**GL Yearly**

Current Period: January 2013

FUND 604 STORM WATER FUND

January 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
<b>Asset</b>						
G 604-10100 Cash	\$16,241.08	\$909.37	\$272.50	\$909.37	\$272.50	\$16,877.95
G 604-11500 Accounts Receivable	(\$1,155.20)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,155.20)
G 604-12100 SA Recievable -Current	(\$0.07)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.07)
G 604-12200 Special Assess Rec-Delinque	\$2,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,136.00
<b>Total Asset</b>	\$17,221.81	\$909.37	\$272.50	\$909.37	\$272.50	\$17,858.68
<b>Liability</b>						
G 604-20200 Accounts Payable	(\$1,512.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,512.00)
G 604-20700 Due to Other Funds	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.19
<b>Total Liability</b>	(\$1,511.81)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,511.81)
<b>Equity</b>						
G 604-25300 Unreserved Fund Balance	(\$15,710.00)	\$272.50	\$909.37	\$272.50	\$909.37	(\$16,346.87)
<b>Total Equity</b>	(\$15,710.00)	\$272.50	\$909.37	\$272.50	\$909.37	(\$16,346.87)
<b>Total 604 STORM WATER FUND</b>	\$0.00	\$1,181.87	\$1,181.87	\$1,181.87	\$1,181.87	\$0.00
<b>Report Total</b>	\$0.00	\$673,263.02	\$673,263.02	\$673,263.02	\$673,263.02	\$0.00



**City of Newport, Minnesota  
ANNUAL KENNEL LICENSE**

Name: Debra Boughton

Address: 1006 Catherine Dr

Phone: 651-458-3836

Total Lot Size (Sq Ft): 305 x 110

Size of Kennel (Sq Ft): 21430

Type of Animal to be Keneled: dogs

Breed(s): lab / Gem. schweizer

Maximum Adult Animals to be Keneled: 4

Applicants Signature: Debra Boughton

Fee: \$50

Receipt #: 1020 Date: 01/24/13 Cash: \_\_\_\_\_ Check #: ✓

Approved by the Newport City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This license is valid until December 31, 20\_\_.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor



# MEMO

TO: Mayor and City Council  
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: February 12, 2013

SUBJECT: Amendments to Annual Appointments

---

## **BACKGROUND**

At the January 17, 2013 City Council meeting, the Council appointed Deb Hill as the new City Administrator. Furthermore, it authorized City staff to advertise for the Planning Commission vacancy that resulted in Katy McElwee-Steven's resignation. As such, the 2013 Annual Appointments need to be amended to reflect Deb as the City Administrator and the new Planning Commission member. Additionally, City Attorney Fritz Knaak has requested that his appointment be amended to read "City Attorney – Holstad & Knaak PLC" instead of "City Attorney – Knaak and Associates, P.A."

## **DISCUSSION**

The City advertised for the Planning Commission vacancy from January through February 12, 2013 and received applications from Anthony Mahmood, Michael Kermes, and Kathy Aguilar-Downing. Their letters of interest and applications are attached for your review.

## **RECOMMENDATION**

It is recommended that the City Council approve the attached Annual Appointments amending the City Administrator and City Attorney positions and appointing one of the three applicants to the vacant Planning Commission seat.



## CITY OF NEWPORT 2013 ANNUAL APPOINTMENTS

- |  |                                  |
|--|----------------------------------|
| 1) MAYOR PRO TEM (Until 12/31/2013):       | Tom Ingemann                     |
| 2) OFFICIAL NEWSPAPER:                     | South Washington County Bulletin |
| 3) OFFICIAL DEPOSITORIES:                  | Central Bank                     |
| 4) CITY ADMINISTRATOR / CLERK / TREASURER: | Debra Hill                       |
| 5) CITY ATTORNEY:                          | Holstad & Knaak PLC              |
| 6) CITY AUDITOR:                           | Jim Eichten (MMKR)               |
| 7) CITY ENGINEER:                          | John Stewart (MSA)               |
| 8) CITY HERITAGE PRESERVATION CONSULTANT:  | Robert Vogel                     |
| 9) CITY PLANNING PROFESSIONAL:             | Sherri Buss (TKDA)               |
| 10) BUILDING INSPECTOR:                    | City of Cottage Grove            |
| 11) PLUMBING/HEATING INSPECTOR:            | City of Cottage Grove            |
| 12) ELECTRICAL INSPECTOR:                  | William Dietrich                 |
| 13) FIRE MARSHAL:                          | Mark Mailand                     |
| 14) WEED INSPECTOR:                        | Tim Geraghty                     |
| 15) ASST. WEED INSPECTOR:                  | Bruce Hanson                     |
| 16) CIVIL DEFENSE DIRECTOR:                | Mark Mailand                     |

## COUNCIL ADVISORY BOARDS (3-Year Terms)

### 17) PLANNING COMMISSION:

Expiration Date:

- |    |                                       |            |
|----|---------------------------------------|------------|
| a. |                                       | 12-31-2013 |
| b. | Janice Anderson                       | 12-31-2013 |
| c. | Susan Lindoo                          | 12-31-2014 |
| d. | Dan Lund                              | 12-31-2014 |
| e. | Matthew Prestegaard                   | 12-31-2014 |
| f. | <u>Tom Ingemann (Council Liaison)</u> | 12-31-2013 |

### 18) PARK BOARD:

Expiration Date:

- |    |                                       |            |
|----|---------------------------------------|------------|
| a. | Mary Ann Newman                       | 12-31-2013 |
| b. | Anita Perkins                         | 12-31-2015 |
| c. | Marge Meconis                         | 12-31-2015 |
| d. | Emily White                           | 12-31-2015 |
| e. | Tom Aguilar-Downing                   | 12-31-2013 |
| f. | Laura Duffey                          | 12-31-2014 |
| g. | <u>Tim Geraghty (Council Liaison)</u> | 12-31-2013 |

### 19) LIBRARY BOARD:

Expiration Date:

- |    |                                      |            |
|----|--------------------------------------|------------|
| a. | Nancy Wetsel                         | 12-31-2013 |
| b. | Jo Bailey                            | 12-31-2013 |
| c. | Beverly Bartl                        | 12-31-2013 |
| d. | Pam Geraghty                         | 12-31-2014 |
| e. | Sheila Laughton                      | 12-31-2014 |
| f. | <u>Tracy Rahm ( Council Liaison)</u> | 12-31-2013 |

### 20) HERITAGE PRESERVATION COMMISSION:

Expiration Date:

- |    |                                      |            |
|----|--------------------------------------|------------|
| a. | Linda Michie                         | 12-31-2013 |
| b. | Steven Lanz Jr.                      | 12-31-2013 |
| c. | Beverly Bartl                        | 12-31-2014 |
| d. | Jo Bailey                            | 12-31-2014 |
| e. |                                      | 12-31-2014 |
| f. | <u>Bill Sumner (Council Liaison)</u> | 12-31-2013 |

**COUNCIL APPOINTED COMMITTEES**

21) NEWPORT / BAILEY SCHOOL FOREST GOVERNANCE COMMITTEE:

Expiration Date:

- a. Tim Geraghty
- b. John Neska
- c. Laura Duffy
- d. Marge Meconis

Indefinite  
Indefinite  
Indefinite  
Indefinite

22) RESOURCE RECOVERY (1-Year Term):

Expiration Date:

- a. Tom Ingemann

12-31-2013

23) SOUTH WASHINGTON COUNTY CABLE COMMISSION (1-Year Term):

Expiration Date:

- a. Virginia Keenan
- b. Barb Wilcziek (Alternate)
- c. Tracy Rahm (Council Liaison)

12-31-2013  
12-31-2013  
12-31-2013

24) RED ROCK CORRIDOR COMMISSION: (1-Year Term)

Expiration Date:

- a. Steve Gallagher (Council Liaison)
- b. Tracy Rahm (Council Liaison Alternate)

12-31-2013  
12-31-2013

25) PIONEER DAY COMMITTEE:

Expiration Date:

- a. Mary North
- b. Arnie Horn
- c. Tim Geraghty (Council Liaison)
- d. Bill Sumner (Council Liaison Alternate)

12-31-2013  
12-31-2013  
12-31-2013  
12-31-2013

26) CITY APPROVED SOCIAL MEDIA OUTLETS

- a. Facebook
- b. Twitter
- c. You Tube

**To: Newport Mayor & City Council**

**From: Anthony Mahmood**

I am writing to express my interest in the open position on Newport's Planning Commission.

I have lived in Newport since 2001.

Some of my qualifications are as follows:

I have owned and operated a small business for the past 11 years in St Paul.

I have been on the Board of Directors for 3 separate non-profit organizations.

B-Dale Club

Minnesota Executive Squire Society where I was also president for 3 years

Vulcan Community Charties

I feel I will bring a new perspective to the Newport Planning Commission with my experience in operating a small business in the city of St Paul for many years.

During those years I have had the pleasure of getting to know that cities officials and have been a sounding board for District 7 planning council.

From my experience getting to know the above mentioned people I feel I have gained valuable knowledge to avoid any unintentional oversight on policy/issues that may come forward.

I appreciate your time in considering me for the open position

Look forward to meeting with you should you have any questions for me in the process.

Tony Mahmood

822 High St

Newport, MN 55055





**City of  
NEWPORT  
Minnesota**

Dear Applicant:

It is our policy to provide equal opportunity employment. This policy prohibits discrimination on the basis of race, color, sex, creed, marital status, religion, national origin, age (18 and over), sexual orientation, disability, an adherence to any political affiliation, criminal convictions which are not related to the position you are applying for, or status with regard to public assistance. This policy applies to full-time, part-time, temporary and seasonal employment.

The information contained in this application is considered private, except for your veteran status, relevant test scores, job history, education and training, and work availability, and used only in conjunction with your possible employment. Please furnish complete information, as failure to provide the data required by this application may result in rejection of your application.

Print title of specific position for which you are applying

Planning Commission

Full-time     Part-time     Temporary     Seasonal

Date available to work:

Today's Date

2-11-13

Pay expected:

Will you work overtime if required?

Yes     No

**PERSONAL**

Name (last)

(first)

(middle)

Mahmoud Anthony Gregg

Street Address:

822 High St

City, State, Zip:

Social Security #:

Newport MN 55055

Phone # (residence):

Phone # (business):

Have you previously been employed by the City of Newport?

Yes     No    If yes, Dates:    Department:

Do you have any relatives working for the City?

Yes     No    If yes, name of relative(s):

Do you have a valid driver's license:

Yes     No

**EDUCATION**

Did you graduate from high school or receive a GED?

Yes  No If under 18, state your age:

School	Name & Location	Certificate/Degree
High School N. St Paul High School	North St Paul, MN	
Vocational/ Technical		
College/University		
Other		

Please list academic honors, scholarships, fellowships, memberships in professional and honorary societies and any other extra-curricular activities:

**EXPERIENCE**

If relevant, list other current professional registrations, license or certificates you have.

License/Certificate/ Registration	Date Issued	Date of Expiration

**TO BE COMPLETED BY CLERICAL APPLICANTS ONLY**

TYPING ABILITY:  Yes  No WPM \_\_\_\_\_

SHORTHAND ABILITY:  Yes  No WPM \_\_\_\_\_

Please indicate office equipment you can operate	YES	NO
Dictating Equipment		
Word Processor		
Computer Software Applications		

Other office equipment you can operate:

Please begin with your most recent or current employer:

### EMPLOYMENT HISTORY

Company name: Aesop's Table		Telephone: 651-488-6591
Address 919 N. Dale St		City, State, Zip St Paul mn 55103
Name of Supervisor SHP	Employed (month & year) From: 1986 To: Present	Weekly Pay
Reason for leaving:	May we contact: <input type="checkbox"/> Yes <input type="checkbox"/> No	
State job title and describe your work: Small Business Owner		

### EMPLOYMENT HISTORY

Company name:		Telephone:
Address		City, State, Zip
Name of Supervisor	Employed (month & year) From: To:	Weekly Pay
Reason for leaving:	May we contact: <input type="checkbox"/> Yes <input type="checkbox"/> No	
State job title and describe your work:		

### EMPLOYMENT HISTORY

Company name:		Telephone:
Address		City, State, Zip
Name of Supervisor	Employed (month & year) From: To:	Weekly Pay
Reason for leaving:	May we contact: <input type="checkbox"/> Yes <input type="checkbox"/> No	
State job title and describe your work:		

### REFERENCES

Please provide the name, address and phone number of three references who are not related to you and are not previous employers.

(Name, Address, Phone)

1 Jeremy Gray 5562 Garden Court  
Woodbury md 55129

2 Robert Long 2175 3rd Ave  
Newport md 55055

3 Bob Childers 173 Park  
St Paul md 55117

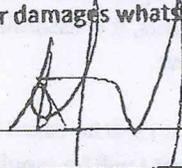
### SIGNATURE

I certify that the information contained in this application (and accompanying resume, if any) is correct, and I have not omitted or misstated any information. I understand that falsification or omission of information may disqualify me from further consideration for employment or result in immediate dismissal if I am hired and the information is discovered at a later date.

I authorize the schools, references and my prior employers listed above to provide my record, reason for leaving and all other information they may have concerning me, and I release all parties from all liability or claims for damages whatsoever that may result from the release of the information.

Date 2-11-13

Signature



### POLICY OF NON-DISCRIMINATION

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**EMPLOYMENT ELIGIBILITY AND IDENTIFICATION STATEMENT OF UNDERSTANDING**

Federal Law requires that employees verify eligibility for U.S. employment and identity. An employer must decline to hire an individual if a new employee fails to present adequate proof of eligibility and identity within three (3) days of the commencement of employment.

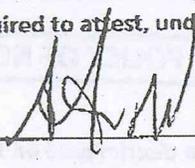
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- 1) If you are a U.S. citizen;
  - a) A U.S. passport;
  - b) A driver's license, school identification card with photo, or voter's registration
- 2) If you are not a U.S. citizen:
  - a) A document to show eligibility to work by showing a resident alien card (I-551 or I-151) that contains your photo or an unexpired foreign passport with an unexpired I-551 stamp.
  - b) Non-resident aliens must show a I-94 form attached to their passport which indicates they are authorized to work, or show proper identification and other documentation from the INS proving work authorization.

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I have read the above and understand that I will be asked to submit the required proof of my identity and eligibility for U.S. employment and that I will be required to attest, under penalty of perjury, the documents presented are genuine and related to me.

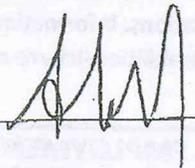
Date 2-11-13

Signature 

**ABSENCE OF CONTRACT**

I realize that this application is in no way a contract.

Date 2-11-13

Signature 

Michael J. Kermes

333 5<sup>th</sup> Ave

Newport MN 55055



02/05/12

City Of Newport MN

596 7<sup>th</sup> Ave

Newport MN 55055

Dear Sir or Madam,

As a happy resident of Newport, I am interested in giving back some time and efforts to the Planning Commission. Living here nearly 8 years, I have seen many great changes and would like to work with the City and the people to better this community even more moving forward. I stay current on the doings of the city council and projects within by reading city newsletters and viewing the council meeting on community television when possible.

I am currently in good standing and active with the following organizations: Ruffed Grouse Society, Pheasants Forever, Minnesota Horse and Hunt Club, Minnesota Four Wheel Drive Association, MN Land Rovers, NATHA Field Trialing, American Kennel Club, Dunwoody Institute Alumni and Advisory Committee.

Thanks For your consideration.

Best Regards,

A handwritten signature in black ink, appearing to read 'Michael J. Kermes'.

Michael J. Kermes



**City of  
NEWPORT  
Minnesota**

Dear Applicant:

It is our policy to provide equal opportunity employment. This policy prohibits discrimination on the basis of race, color, sex, creed, marital status, religion, national origin, age (18 and over), sexual orientation, disability, an adherence to any political affiliation, criminal convictions which are not related to the position you are applying for, or status with regard to public assistance. This policy applies to full-time, part-time, temporary and seasonal employment.

The information contained in this application is considered private, except for your veteran status, relevant test scores, job history, education and training, and work availability, and used only in conjunction with your possible employment. Please furnish complete information, as failure to provide the data required by this application may result in rejection of your application.

Print title of specific position for which you are applying

*PLANNING COMMISSION*

Full-time     Part-time     Temporary     Seasonal

Date available to work:

Today's Date

*02/05/13*

Pay expected:

*N/A*

Will you work overtime if required?

Yes    *N/A*     No

**PERSONAL**

Name (last)

*KERMES*

(first)

*MICHAEL*

(middle)

*JAMES*

Street Address:

*333 5TH AVE*

City, State, Zip:

*NEWPORT MN 55055*

Social Security #:

[REDACTED]

Phone # (residence):

[REDACTED]

Phone # (business):

[REDACTED]

Have you previously been employed by the City of Newport?

Yes     No

If yes, Dates:

Department:

Do you have any relatives working for the City?

Yes     No

If yes, name of relative(s):

Do you have a valid driver's license:

Yes

No

**EDUCATION**

Did you graduate from high school or receive a GED?

Yes  No If under 18, state your age:

School	Name & Location	Certificate/Degree
High School	SOUTH ST. PAUL H.S.	YES
Vocational/ Technical	DUNWOODY INSTITUTE	YES, MACHINE TOOL
College/University		
Other		

Please list academic honors, scholarships, fellowships, memberships in professional and honorary societies and any other extra-curricular activities:

ADVISORY COMMITTEE / DUNWOODY INSTITUTE MACHINE PROGRAM

**EXPERIENCE**

If relevant, list other current professional registrations, license or certificates you have.

License/Certificate/ Registration	Date Issued	Date of Expiration

**TO BE COMPLETED BY CLERICAL APPLICANTS ONLY**

TYPING ABILITY:  Yes  No WPM \_\_\_\_\_

SHORTHAND ABILITY:  Yes  No WPM \_\_\_\_\_

Please indicate office equipment you can operate	YES	NO
Dictating Equipment		
Word Processor		
Computer Software Applications		

Other office equipment you can operate:

Please begin with your most recent or current employer:

**EMPLOYMENT HISTORY**

Company name: <i>ISCAR METALS INC</i>		Telephone: <i>817-321-0500</i>
Address <i>304 WESTWAY PLACE</i>		City, State, Zip <i>ARLINGTON TX 76018</i>
Name of Supervisor <i>GARY BURG</i>	Employed (month & year) From: <i>12-2007</i> To:	Weekly Pay <i>N/A</i>
Reason for leaving: <i>PRESENT EMPLOYER</i>		May we contact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
State job title and describe your work: <i>SALES</i>		

**EMPLOYMENT HISTORY**

Company name:		Telephone:
Address		City, State, Zip
Name of Supervisor	Employed (month & year) From: To:	Weekly Pay
Reason for leaving:		May we contact: <input type="checkbox"/> Yes <input type="checkbox"/> No
State job title and describe your work:		

**EMPLOYMENT HISTORY**

Company name:		Telephone:
Address		City, State, Zip
Name of Supervisor	Employed (month & year) From: To:	Weekly Pay
Reason for leaving:		May we contact: <input type="checkbox"/> Yes <input type="checkbox"/> No
State job title and describe your work:		

### REFERENCES

Please provide the name, address and phone number of three references who are not related to you and are not previous employers.

(Name, Address, Phone)

1 JAMES FRANCIS 108 19TH AVE NO.  
[REDACTED] SOUTH SAINT PAUL MN 55075

2 PAT KLEIN 1196 2ND AVE  
[REDACTED] NEWPORT MN 55055

3 KEVIN HALEY 3025 BAILEY ROAD  
[REDACTED] NEWPORT MN 55055

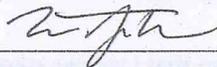
### SIGNATURE

I certify that the information contained in this application (and accompanying resume, if any) is correct, and I have not omitted or misstated any information. I understand that falsification or omission of information may disqualify me from further consideration for employment or result in immediate dismissal if I am hired and the information is discovered at a later date.

I authorize the schools, references and my prior employers listed above to provide my record, reason for leaving and all other information they may have concerning me, and I release all parties from all liability or claims for damages whatsoever that may result from the release of the information.

Date 02/05/13

Signature



### POLICY OF NON-DISCRIMINATION

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**EMPLOYMENT ELIGIBILITY AND IDENTIFICATION STATEMENT OF UNDERSTANDING**

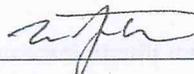
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Should you be hired by the City of Newport, you will be asked to submit an ORIGINAL of one of the following documents:

- 1) If you are a U.S. citizen;
  - a) A U.S. passport;
  - b) A driver's license, school identification card with photo, or voter's registration
- 2) If you are not a U.S. citizen:
  - a) A document to show eligibility to work by showing a resident alien card (I-551 or I-151) that contains your photo or an unexpired foreign passport with an unexpired I-551 stamp.
  - b) Non-resident aliens must show a I-94 form attached to their passport which indicates they are authorized to work, or show proper identification and other documentation from the INS proving work authorization.

If you are hired for the position for which you are applying, you must provide the required documentation within three (3) business days of your first date of employment. Since the City cannot employ you without the required documents, it is essential that you have the documents available; if you do not have them, apply for them now.

I have read the above and understand that I will be asked to submit the required proof of my identity and eligibility for U.S. employment and that I will be required to attest, under penalty of perjury, the documents presented are genuine and related to me.

Date 02/05/13 Signature 

**ABSENCE OF CONTRACT**

I realize that this application is in no way a contract.

Date \_\_\_\_\_ Signature \_\_\_\_\_

February 12, 2013

Renee Helm  
Executive Analyst  
City of Newport

Dear Renee,

I have enclosed my application and resume for the opening on the City of Newport Planning Commission.

I believe that my background in 3M Corporate Auditing has helped to prepare me for this position. As an Audit Specialist my job was to ensure compliance with corporate policies. I first did an overview for the division I was preparing to audit. This was followed by interviews with division personnel involved in the audit which included building a professional relationship with the auditees. The detailed work that followed was carefully verified and regular contact with the auditees was maintained.

The audit report was reviewed and verified with the auditees. Together we would outline possible resolutions to our audit findings. Where we found the division auditees had a better practice than corporate policy, we would recognize these findings.

The position was quite a rewarding. Likewise, I believe that a position with the Newport Planning Commission would also be rewarding. I'm looking forward to the next step in the appointment process.

If you have any questions you can always reach me by phone [REDACTED] or e-mail [REDACTED].

Sincerely,

*Stacy Aguilar-Dominguez*



**City of  
NEWPORT  
Minnesota**

Dear Applicant:

It is our policy to provide equal opportunity employment. This policy prohibits discrimination on the basis of race, color, sex, creed, marital status, religion, national origin, age (18 and over), sexual orientation, disability, an adherence to any political affiliation, criminal convictions which are not related to the position you are applying for, or status with regard to public assistance. This policy applies to full-time, part-time, temporary and seasonal employment.

The information contained in this application is considered private, except for your veteran status, relevant test scores, job history, education and training, and work availability, and used only in conjunction with your possible employment. Please furnish complete information, as failure to provide the data required by this application may result in rejection of your application.

Print title of specific position for which you are applying

Planning Commission

Full-time     Part-time     Temporary     Seasonal

Date available to work:

2/12/2013

Today's Date

2/12/2013

Pay expected:

\$0

Will you work overtime if required?

Yes

No

**PERSONAL**

Name (last)

Aguilar-Downing

(first)

Kathryne

(middle)

B

Street Address:

1550 Wild Ridge Ct N

City, State, Zip:

Newport, MN 55055

Social Security #:

██████████

Phone # (residence):

██████████

Phone # (business):

Have you previously been employed by the City of Newport?

Yes

No

If yes, Dates:

Department:

Do you have any relatives working for the City?

Yes

No

If yes, name of relative(s): Tom Aguilar-Downing

Do you have a valid driver's license:

Yes

No

**EDUCATION**

Did you graduate from high school or receive a GED?

Yes  No If under 18, state your age:

School	Name & Location	Certificate/Degree
High School	East High, Bremerton, WA	Diploma
Vocational/ Technical		
College/University	Western Washington University, Bellingham, WA	BA in ED
Other	Teachers College, Columbia University, New York, NY	MA in ED

Please list academic honors, scholarships, fellowships, memberships in professional and honorary societies and any other extra-curricular activities:

HS Honor Society  
 Music Scholarship  
 Bremerton Symphony  
 Long Island Symphony

**EXPERIENCE**

If relevant, list other current professional registrations, license or certificates you have.

License/Certificate/ Registration	Date Issued	Date of Expiration

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TYPING ABILITY:  Yes  No WPM \_\_\_\_\_

SHORTHAND ABILITY:  Yes  No WPM \_\_\_\_\_

Please indicate office equipment you can operate	YES	NO
Dictating Equipment		
Word Processor		
Computer Software Applications		

Other office equipment you can operate:

Please begin with your most recent or current employer:

**EMPLOYMENT HISTORY**

Company name: <b>Lao Family English School</b>		Telephone: <b>651-771-3891</b>
Address 1299 Arcade St		City,State, Zip St Paul, MN 55106
Name of Supervisor <b>Pao Xiong</b>	Employed (month & year) From: 10/10 To: Present	Weekly Pay <b>19.43/hr</b>
Reason for leaving: Not leaving	May we contact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
State job title and describe your work: <b>ESL teacher</b>		

**EMPLOYMENT HISTORY**

Company name: <b>3M</b>		Telephone: <b>651-733-1110</b>
Address 3M Center		City,State, Zip St Paul, MN 55144
Name of Supervisor <b>Karen Carrol</b>	Employed (month & year) From: 1980 To: 3/2007	Weekly Pay <b>@5K/mo</b>
Reason for leaving: Retired	May we contact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
State job title and describe your work: <b>Audit Specialist</b>		

**EMPLOYMENT HISTORY**

Company name: <b>Kobe YMCA</b>		Telephone: <b>+81-78231-7435</b>
Address		City,State, Zip Kobe, Japan
Name of Supervisor <b>Yukio Yamasaki</b>	Employed (month & year) From: 9/1978 To: June 1980	Weekly Pay
Reason for leaving: End of contract	May we contact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
State job title and describe your work: <b>ESL teacher</b>		

**REFERENCES**

Please provide the name, address and phone number of three references who are not related to you and are not previous employers.

(Name, Address, Phone)

1

Linda Dawson, 6016 Woodbine Ave, Woodbury, MN 55125 [REDACTED]

2

Kevin Scattum, 23 South Long Lake Trail, North Oaks, MN 55127 [REDACTED]

3

Mary Ann Newman, 1620 Wild Ridge Ct S [REDACTED]

**SIGNATURE**

I certify that the information contained in this application (and accompanying resume, if any) is correct, and I have not omitted or misstated any information. I understand that falsification or omission of information may disqualify me from further consideration for employment or result in immediate dismissal if I am hired and the information is discovered at a later date.

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Date

February 12, 2013

Signature

[Handwritten Signature]

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UNDERSTANDING**

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  - a) A U.S. passport;
  - b) A driver's license, school identification card with photo, or voter's registration
- 2) If you are not a U.S. citizen:
  - a) A document to show eligibility to work by showing a resident alien card (I-551 or I-151) that contains your photo or an unexpired foreign passport with an unexpired I-551 stamp.
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I have read the above and understand that I will be asked to submit the required proof of my identity and eligibility for U.S. employment and that I will be required to attest, under penalty of perjury, the documents presented are genuine and related to me.

Date February 12, 2013 Signature B. Aguilar-Downing

**ABSENCE OF CONTRACT**

I realize that this application is in no way a contract.

Date February 12, 2013 Signature B. Aguilar-Downing

## Kathryne B. Aguilar-Downing

1550 Wild Ridge Ct N  
Newport, MN 55055

### Career Objective

Continue to develop ESL teaching skills and practices at Lao Family English School.  
Expand community involvement.

### Professional Experience

**ESL Teacher at Lao Family English School**, October 2010 to present. The School primarily services refugee and immigrant populations.

- Responsible for writing the quarterly USCIS report for the US Citizenship Grant
- Assisted with incorporating Citizenship into the curriculum for the Low Beginning – Low Intermediate adult learners.

**Board of Directors member and Treasurer for the Twin Cities Aikido Center** a not for profit, since March 2010 to present.

**3M Audit Department Senior Audit Specialist**, for 3M Corporate Auditing. Expert for Capital Expenditures and Supply Chain Order Management 1998 to 2007

- Process owner for Capital Expenditures for Sarbanes-Oxley process
- Green Belt trained and completed a returned goods process to reduce cycle time
- Participated on Trending Analysis Team for Finance

**Credit Supervisor** for 3M Finance, 1996 to 1998. Supervised seven Credit Professionals to manage Health Care Markets. Risk management focus within a team environment. Met quarterly with division management to review receivable objectives and customer account issues.

**3M Credit Supervisor** for 3M Finance, 1991 to 1996, Chicago Sales Center. Supervised eleven, Credit Professionals responsible for \$145 million monthly receivables.

**3M Credit Supervisor** for US Distribution, 1987 to 1991, New York Sales Center. Responsible for seven Credit Professionals. Branch facilitator for 'Managing Service Excellence'.

**3M Credit Coordinator**, 1980 to 1987, at the Chicago and New York Sales Centers.

**English Instructor**, Kobe YMCA College, 1978 to 1980, Kobe, Japan. Taught English conversation classes and developed course curricula for the Adult Night School, Two Year College, and Hotel and Restaurant Management College

### Education

Columbia University, Teachers College, New York, NY  
MA in Education

Western Washington University, Bellingham, WA  
BA in Music Education

Olympic Community College, Bremerton, WA  
AA in Music

**Related Course Work**

Attended Cultural Proficiency Workshop, Introduction to Karen Culture  
Attended Intelligence and ADHD workshop for Adult Basic Education Teachers  
Attended Immigration 101 in-service workshop  
National Association of Credit Management Advanced Credit Executive Studies Program, 1995  
National Association of Credit Management Mid-Career Course, 1992  
Training for Trainers, YMCA International Division, 1982  
Intensive Basic Japanese Language Course, Kobe YMCA, 1979

References available on request.



# MEMO

TO: Mayor and City Council  
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: February 11, 2013

SUBJECT: Library Holidays

---

## BACKGROUND

At the January 17, 2013 Workshop meeting, the City Council discussed whether or not the Newport Library and Community Center shall remain open on holidays that City Offices are currently closed per the Employee Handbook. Currently, City Offices are closed on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving (Public Works & Police Department)
- Christmas Eve (Administration)
- Christmas

It was requested that City staff include this on the February 21, 2013 agenda for a final decision.

## DISCUSSION

Please find attached Resolution No. 2013-4 establishing a holiday schedule for the Newport Library and Community Center. Per the Resolution, the Library will remain open on the above holidays. If the Library is open on holidays, the Library Assistant will be scheduled to work that day. As such, they will need to adjust their weekly hours for the remainder of the week to ensure that they don't go over the assigned 20 hours per week. Please note that a current employee cannot volunteer hours for their position and that the City is required to pay them if they work.

## RECOMMENDATION

The City Council can either approve or deny Resolution No. 2013-4 establishing a holiday schedule for the Newport Library and Community Center. If the Resolution is approved, the Library will remain open on the above holidays and the Library Assistant will work that day.

## RESOLUTION NO. 2013-4

### A RESOLUTION ESTABLISHING HOLIDAY SCHEDULE FOR THE NEWPORT LIBRARY AND COMMUNITY CENTER

**WHEREAS**, the City of Newport entered into a Joint Powers Agreement with Washington County to provide the oversight and management of the Newport Library and Community Center as of January 1, 2012; and

**WHEREAS**, the Newport Library and Community Center is considered part of the Public Works Department; and

**WHEREAS**, per the Employee Handbook, City Offices, including the Library, are closed on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving (Administration)
- Christmas Eve (Administration)
- Christmas; and

**WHEREAS**, the City Council of Newport has determined a need to keep the Library open on the above holidays.

**NOW, THEREFORE, BE IT RESOLVED**, that the Newport City Council hereby establishes that the Newport Library and Community Center shall remain open on the holidays listed above.

Adopted this 21st day of February, 2013 by the Newport City Council.

Motion by: \_\_\_\_\_, Seconded by: \_\_\_\_\_

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Gallagher	_____
	Rahm	_____

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

ATTEST: \_\_\_\_\_  
Deb Hill, City Administrator



PROFESSIONAL SERVICES

More ideas. Better solutions.®

# MEMO

**To:** Deb Hill, City Administrator – City Council City of Newport

**From:** Jim Stremel, P.E., and Assistant City Engineer

**Subject:** CIP Street Improvement Projects - Updates

**Date:** February 14, 2013

### NEWPORT STREET PROJECT UPDATES:

At the meeting on January 17<sup>th</sup> the Council ordered the preparation of the Feasibility Study as well as the Benefit Appraisals for the CIP Street Improvement Projects. Due to the complexity of the appraisals for this project, we will not be able to obtain the necessary assessment basis from BRKW to use in our feasibility study prior to the end of February. With that said, we are expecting to provide the Council with the feasibility and appraisal reports for the March 7<sup>th</sup> Council meeting.

Below is the updated schedule for the Newport Street Projects:

TASK	ACTION	DATE
1	Present memo to City Council discussing CIP and need to update assessment policy and standard of care that requires City obtain for appraisal report.	Jan. 3, 2013
2	Council Orders Appraisal Report of five to seven properties investigating “benefit” for Overlay, RIP Reconstruction (no Curb) and RIP reconstruct with curb.	Jan. 17, 2013
3	Council Reviews 1 <sup>st</sup> Draft of New Assessment Policy.	Jan. 17, 2013
4	Council Orders Feasibility Report all CIP projects (Preserves option to adjust scope before ordering preliminary hearing.)	Jan. 17, 2013
5	Council Receives Feasibility Report and schedules 3 neighborhood meetings.	Mar. 7, 2013
6	Council Receives Appraisal Report and considers cost viability of CIP projects. For 2013 CIP Projects (based on Appraiser’s estimate of Benefits)	Mar. 7, 2013
7	Council holds three Neighborhood Meetings to discuss projects, schedule, appraisal of benefits and assessments.	Mar. 14, 2013 or Mar. 19, 2013
8	Council determines scope of 2013 CIP improvements and orders Improvement (Feasibility) Hearing(s).	Mar. 21, 2013
9	Improvement (Feasibility) Hearings.	April 15-16, 2013
10	Council considers property owner input and if Appropriate Orders Project (requires 4/5 <sup>th</sup> vote), and plans and specifications (3/5 <sup>th</sup> vote).	April 18, 2013
11	Neighborhood Meetings to Review Plans with residents.	May 21, 2013
12	Council reviews construction plans and authorizes bidding.	May 23, 2013
13	Bid Openings: Construction and Bond sale.	June 12, 2013

#### Offices in Illinois, Iowa, Minnesota, and Wisconsin

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**MEMO**

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February 14, 2013

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14	Council Awards Construction Bid. Reviews Preliminary Assessment Roll and orders Assessment Hearing.	Jun 13, 2013
15	Construction Starts (after School is out).	July 1, 2013
16	Assessment Hearing(s)	July 16, 2013
17	Council Adopts Assessment Roll.	July 18, 2013
18	Construction Complete (depends on Project Scope).	Nov. 15, 2013
19	Assessment Roll Certified to Washington County Payable 2014 Taxes.	Nov. 21, 2013

**WOODBURY STREET PROJECT UPDATES:**

The City of Woodbury is working through the Chapter 429 assessment process with their 2013 street reconstruction project which also includes the east half of Century Avenue. We have been in contact with the City of Woodbury, most recently through a conference call on the 14<sup>th</sup> and discussed the status of the two projects.

Woodbury is planning neighborhood meetings for February 25<sup>th</sup> for Century Avenue and then the Improvement Hearing March 13<sup>th</sup>. The City of Woodbury is looking for guidance from the City of Newport on whether a cost share for the improvements on Century Avenue is a possibility. They have concerns on moving much further in their planning process for Century Avenue without it.

Below is the updated schedule for the Woodbury Street Projects:

<b>Proposed Project Schedule</b>	
Order preliminary report	October 10, 2012
Approve preliminary report, set a public improvement hearing date, order plans/specs	January 23, 2013
Public improvement hearing, order project, approve plans/specs, set bid date and assessment hearing date	March 13, 2013
Advertise in local paper	March 20, 2012
Open bids	April 18, 2012
Assessment hearing, award contract	May 22, 2013
Construction begins	June 2013
Construction ends	October 2013

**ACTIONS RECOMMENDED:** Provide the City of Woodbury guidance on the likelihood of a cost share scenario along Century Avenue.

**KNAAK & ASSOCIATES, P.A.**  
Attorneys at Law

Frederic W. Knaak\*  
Donald W. Kohler

*\*Also Licensed In  
Wisconsin & Colorado*

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*Of Counsel*  
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: February 7, 2013

Our office has handled 38 criminal prosecution matters, broken down as follows for the month of January, 2013:

Pretrials: 18  
Rule 8 & Arraignments: 16  
Omnibus Hearings: 3  
Court Trials: 1  
Jury Trials: 0  
Plea/Probation Violations: 0  
Review Hearing: 0  
Motion Hearing: 0

There are no prosecution files at this time that are of special concern.

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

**Newport**

Customers	23	
Citations	23	
Charges	28	
Disposed	11	% Resolved
CFD/DUP	4	62.50%
Contest/NG	3	
DNQ	5	
Extension	4	
No Guidelines	1	
Parking	2	
Petty Misdemeanor	18	
Misdemeanor	18	

December 2012

Newport Police Department  
Activity Report

		Monthly Total	Yearly Total
ACCIDENTS		14	76
ADMINISTRATIVE		68	912
ALARMS		16	113
ANIMAL CALLS		10	125
ARRESTS	Felony	3	26
	Misdemeanor	10	66
	Gross Misd.	4	27
ASSAULTS	Aggravated		1
	Simple	1	21
ASSIST OTHER DEPT/OFFICER		73	706
ASSIST PUBLIC		181	1796
AUTO THEFT			10
	Attempted		6
BURGLARY		3	23
	Attempted		2
CHILD ABUSE/NEGLECT			9
CIVIL DISPUTES		4	72
CRIMINAL SEXUAL CONDUCT			2
CURFEW			2
DAMAGE TO PROPERTY		2	56
DEATH INV.			3
DISORDER CONDUCT		2	29
DOMESTICS		2	115
DRIVING COMPLAINT		9	107
DRUGS/PARAPHERNALIA		1	5
DRUNKS/DETOX		1	25
D.W.I.		8	43
FIRECALLS		3	80
FORGERY		3	7
FOUND PROPERTY			20
HAR/COMM		2	24
HANG UPS (911)		6	41
JUVENILE PETTY CITATIONS			19
JUVENILE PROBLEMS		3	57
LOCK-OUTS		3	42
MEDICAL CALLS		19	230
MISSING PERSONS		1	3
ORDINANCE VIOLATIONS		1	189
ORDINANCE WINTER PARK		14	41
PROWLERS			2
ROBBERY			1
	Attempted		
RUN-AWAY			1
STOLEN AUTOS RECOVERED		2	14
SUSPICIOUS ACTIVITY		17	319
THEFT		13	176
	Attempted		
CITATIONS		72	1157
TRAFFIC WARNINGS		96	921
		Monthly Total	Yearly Total
Overall Grand Total All Events		667	7723

January 2013

Newport Police Department  
Activity Report

		Monthly Total	Yearly Total
ACCIDENTS		15	15
ADMINISTRATIVE		71	71
ALARMS		11	11
ANIMAL CALLS		15	15
ARRESTS	Felony	2	2
	Misdemeanor	9	9
	Gross Misd.	3	3
ASSAULTS	Aggravated		
	Simple	2	2
ASSIST OTHER DEPT/OFFICER		58	58
ASSIST PUBLIC		168	168
AUTO THEFT			
	Attempted		
BURGLARY		1	1
	Attempted		
CHILD ABUSE/NEGLECT		6	6
CIVIL DISPUTES		6	6
CRIMINAL SEXUAL CONDUCT		2	2
CURFEW		2	2
DAMAGE TO PROPERTY		4	4
DEATH INV.		3	3
DISORDER CONDUCT			
DOMESTICS		11	11
DRIVING COMPLAINT		8	8
DRUGS/PARAPHERNALIA		2	2
DRUNKS/DETOX			
D.W.I.		4	4
FIRECALLS		6	6
FORGERY		1	1
FOUND PROPERTY		2	2
HAR/COMM		1	1
HANG UPS (911)		3	3
JUVENILE PETTY CITATIONS		2	2
JUVENILE PROBLEMS		4	4
LOCK-OUTS		4	4
MEDICAL CALLS		19	19
MISSING PERSONS			
ORDINANCE VIOLATIONS		6	6
ORDINANCE WINTER PARK		36	36
PROWLERS			
ROBBERY			
	Attempted	1	1
RUN-AWAY		3	3
STOLEN AUTOS RECOVERED		4	4
SUSPICIOUS ACTIVITY		10	10
THEFT		16	16
	Attempted		
CITATIONS		83	83
TRAFFIC WARNINGS		70	70
		Monthly Total	Yearly Total
Overall Grand Total All Events		674	674



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# MEMO

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**To:** Newport City Council, City Administrator  
**From:** Jim Stremel P.E., Assistant City Engineer  
**Subject:** MCES I/I Grant Approval  
**Date:** February 11, 2013

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## 1. INTRODUCTION:

During the I/I mitigation project that the City undertook in 2010 and 2011, it became very apparent that the original sewer main construction was very poor resulting in gaps and open joints within the service wye connections at the main. Due to the amount of I/I entering the system, we believe that this problem is widespread and that a coordinated program to reconstruct these connections will be required in order to comply with the Metropolitan Council's sewer surcharge limits.

A good example of the problem was discovered during the City's recent street reconstruction project on 21<sup>st</sup> Street. One of the services that was replaced had a 4-8 inch root ball that was 4-5 feet long growing up the service line from the lateral connection at the main.

The City of Newport is continuing with efforts to reduce Inflow and Infiltration (I/I) and has developed a project with an estimated cost of approximately \$295,000. In conjunction with efforts from City staff, an I/I reduction plan was developed for the proposed project and submitted for grant approval to the Metropolitan Council Environmental Services department. The grant application was approved for \$115,000, which can be reimbursed to the City as matching funds for I/I mitigation efforts completed before June 30, 2014. Taking into consideration grant eligible project costs, the City would be responsible for the remaining amount of \$180,000.

With that said, we are working with City Staff to determine whether we can incorporate the I/I improvements with the proposed street improvements in 2013-2015.

## 2. I/I GRANT AGREEMENT:

The City of Newport has applied for and received a grant from the MCES in the amount of \$115,000. The grant provides for matching funds up to 50% of eligible project costs. Eligible project costs include those for sewer service lateral repair/sealing, and Cured-In-Place Piping

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(CIPP) projects. To receive the money the City must complete the improvements by June 30, 2014.

**3. ACTIONS RECOMMENDED:**

Pass enclosed resolution "authorizing the City Administrator to submit an application to the MCES".

Pass enclosed resolution to "execute and enter into a grant agreement" with the MCES in order to receive the approved grant money.

## RESOLUTION NO. 2013-5

### RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE METROPOLITAN COUNCIL FOR GRANT MONIES TO PAY FOR CONSTRUCTION ACTIVITIES WHICH WILL REDUCE I & I, IN THE CITY OF NEWPORT, MN. 55055

**WHEREAS**, The City of Newport has been identified by the Metropolitan Council as a contributor of excessive inflow and infiltration, and

**WHEREAS**, Grants from the Metropolitan Council are available for up to 50 percent of the cost to mitigate I & I in the publicly owned municipal wastewater collection systems, and

**WHEREAS**, The City undertook an extensive sewer relining project in 2010 and 2011 and discovered that there were many instances where the connection wye between the sewer main and the house service were poorly constructed and were a major source of clearwater infiltration during both flood and heavy rain events, and

**WHEREAS**, Eligible projects will be limited to I & I mitigation improvements, including but not limited to sewer service lateral repair/sealing and service lateral Cure-In-Place Pipe (CIPP) lining, and

**WHEREAS**, To be eligible for consideration for a grant to pay up to 50 percent of the construction costs to mitigate I & I an application must be submitted to the Metropolitan Council by March 1, 2013, and must designate the City's Authorized Representative.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWPORT, MINNESOTA:**

1. The Council authorizes and directs City staff to prepare and submit an application for approximately \$295,000 and to recover up to 50% of any eligible capital costs expended to reduce I & I in the City that is contributed to the Metropolitan Council's sanitary sewer system.
  
2. The City Council designates the City Administrator as its Authorized Representative in this matter.

Adopted this 21st day of February, 2013 by the Newport City Council.

Motion by: \_\_\_\_\_, Seconded by: \_\_\_\_\_

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Gallagher	_____
	Rahm	_____

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

ATTEST: \_\_\_\_\_  
Deb Hill, City Administrator

## **RESOLUTION NO. 2013-6**

### **A RESOLUTION BY THE CITY OF NEWPORT TO EXECUTE AND ENTER INTO A GRANT AGREEMENT WITH THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES) FOR CONSTRUCTION OF THE 2013-2014 I & I IMPROVEMENTS**

**WHEREAS**, the City of Newport has been identified by the Metropolitan Council as a contributor of excessive inflow and infiltration, and

**WHEREAS**, a Grant has been obtained from the Metropolitan Council for up to 50 percent of the cost to mitigate I & I in the publicly owned municipal wastewater collection systems, and

**WHEREAS**, the allotted Grant amount of \$115,017 will be limited to eligible I & I mitigation improvements, including but not limited to sewer service lateral repair/sealing and service lateral Cure-In-Place Pipe (CIPP) lining, and

**WHEREAS**, to receive the allotted grant money the City must complete the eligible project improvements by June 30, 2014.

**WHEREAS**, the executed grant agreement must be submitted to the Metropolitan Council by March 1, 2013.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWPORT, MINNESOTA:**

1. The Council authorizes and directs City staff to prepare and execute the grant agreement to recover up to 50% of eligible capital costs expended to reduce I & I in the City that is contributing to the Metropolitan Council's sanitary sewer system.
  
2. The City Council designates the City Administrator as its Authorized Representative in this matter.

Adopted by the Newport City Council this 21st day of February, 2013.

Motion by: \_\_\_\_\_, Seconded by: \_\_\_\_\_

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Gallagher	_____
	Rahm	_____

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

ATTEST: \_\_\_\_\_  
Deb Hill, City Administrator

**METROPOLITAN COUNCIL  
390 Robert Street North  
St. Paul, Minnesota 55101**

**City of Newport  
Attn: Jim Stremel  
60 Plato Blvd  
Suite 140  
St Paul, MN  
55107**

**Date: January 15, 2013**

**Re: SG2013-022**

**Enclosed are two copies of grant agreement SG2013-022.  
Please be aware that because there were left over funds from  
the 2010 II grant funds that your grant amount may be higher.  
Please have both copies signed by the authorized official and  
return them to me for further processing. After they have  
been fully signed, I will send you an original for your files.**

**Sincerely,**

  
**Charlene La Musga**

**651-602-1866**

**Metropolitan Council  
Municipal Publicly Owned Infrastructure  
Inflow/Infiltration Grant Program**

**State of Minnesota  
General Obligation Bond Proceeds**

**Grant Agreement – Construction Grant  
for the**

Newport - Replace/Repair and Lining

**Project**

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**GENERAL OBLIGATION GRANT PROCEEDS**  
**MUNICIPAL PUBLICLY OWNED INFRASTRUCTURE**  
**INFLOW/INFILTRATION GRANT PROGRAM**  
**INTERGOVERNMENTAL GRANT AGREEMENT**  
**BETWEEN**  
**METROPOLITAN COUNCIL AND NEWPORT**

This Intergovernmental Grant Agreement (“Grant Agreement”) is made this 21<sup>st</sup> day of February, 2012, and entered into by and between Metropolitan Council a public corporation and political subdivision of the State of Minnesota (“Council”) and Newport, a Minnesota Municipal corporation (“Grantee”).

**BACKGROUND RECITALS**

1. The Minnesota Legislature has appropriated to the Council in the 2012 Session Laws Chapter 293, Section 17, subdivision 3, \$4,000,000 for a grant program to be administered by the Council for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system (“I/I Municipal Grant Program”).

2. The monies allocated to fund the appropriation to the Council are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

3. The Council has gone through a public process and formally adopted Guidelines for the I/I Municipal Grant Program. Grantee has read and understands the Council Guidelines (“Council Guidelines”).

4. Council has identified Grantee as a contributor of excessive inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

5. Pursuant to its authority under Minnesota Statutes § 444.075 [or other authority, if different], Grantee operates a municipal wastewater collection system

identified as Newport Wastewater Collection System (“Wastewater System”) and has submitted an application for grant funds including a timeline for an inflow and infiltration mitigation capital improvement project to the Wastewater System to the Council in accordance with Council’s Guidelines. For purposes of this Agreement, the term “Governmental Program” means the Wastewater System.

6. Council has reviewed and found eligible Grantee’s application for grant funds and has awarded such grant funds (“G.O. Grant”) to Grantee to construct a capital improvement project to Grantee’s pipeline as described in and in accordance with the terms and conditions of this Grant Agreement.

7. The Grantee’s receipt and use of the I/I Municipal Grant Program to acquire an ownership interest in and/or improve real property (the “Real Property”) and structures situated thereon (the “Facility”) will cause the Grantee’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated June 19, 2012 (the “Commissioner’s Order”), even though such funds shall only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

8. Council and Grantee desire to set forth herein the provisions relating to the granting of such G.O. Grant and the disbursement thereof to Grantee and the operation of the Real Property and the Facility.

**NOW, THEREFORE,** in consideration of the G.O. Grant described and other provisions in this Agreement, Council and Grantee agree as follows:

**Article I**  
**DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the Council to the Grantee and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this Metropolitan Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program Grant Agreement - Construction Grant for the Newport - Replace/Repair and Lining Project, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

MSA Professional

“Architect”, if any - means Services, Inc., which will administer the Construction Contract Documents on behalf of the Grantee.

“Certification” – means a certification in the form contained in Attachment 1-A to this Agreement and all amendments thereto, acknowledging that the Real Property and Facilities is state bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the requirements imposed by such statutes and cannot be sold, encumbered or otherwise disposed of without the approval of the Commissioner of the MMB.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of the Minnesota Department of Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed

Property” executed by the Commissioner of Minnesota Management and Budget and dated June 19, 2012.

“Completion Date” – means November 30, 2014 the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the Council, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Grantee and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Council” - means the entity identified as the “Metropolitan Council” in the lead-in paragraph of this Agreement.

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Grantee’s ownership interest in the Real Property and Facility is state bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Grantee, or its designee, submits to the Council when an Advance is requested, as referred to in Section 6.02.

“Easement Premises” - means the real estate and structures, granted to the Grantee under an easement. “Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility” means, the Wastewater Systems identified in Recital No. 5 of this Agreement which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii)

the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonding Legislation” – means the legislation delineated in Recital Nos. 1 and 2 hereinabove as the G.O. Bonding Legislation.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant and any state bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“G.O. Grant” means a grant of monies from the Council to the Grantee in the amount identified as the “G.O. Grant” in Section 2.01 (b) to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Governmental Program” means the operation of the Real Property and the Facility for the purpose specified and identified in Recital No. 5 of this Agreement as the Governmental Program.

“Grantee” - means the entity identified as the “Grantee” in the lead-in paragraph of this Agreement.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Grantee’s ownership interest in the Real Property and Facility if the Grantee does not already possess the required ownership interest, and the costs of betterments of the Real Property and Facility; provided, however, the Council and the Commissioner of MMB are not bound by any specific amount of such alleged costs unless consented to in writing.

“Inspecting Engineer”, if any - means the Council's construction inspector, or its designated consulting engineer.

“Outstanding Balance of the G.O. Grant– means the portion of the G.O. Grant that has been disbursed to or on behalf of the Grantee minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Grantee’s ownership interest in the Real Property and Facility that existed concurrent with the Grantee’s execution of this Agreement. Such value shall be established by way of

an appraisal or by such other manner as may be acceptable to the Council and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$200,000\_\_\_\_\_ or \_\_\_\_\_ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Grantee's ownership interest in the Real Property and, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

"Project" - means the Grantee's acquisition, of the ownership interests in the Real Property and, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Grantee is not using any portion of the G.O. Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

"Real Property" - means the real property located in the County of \_\_\_\_\_ Washington \_\_\_\_\_, State of Minnesota and identified in **Attachment II** to this Agreement by legal description, narrative description or diagram.

"Subsequent Betterment Costs" – means the costs of betterments of the Real Property and Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term is used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the Council and the Commissioner of MMB.

"Useful Life of the Real Property and Facility" – means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

**Article II**  
**GRANT**

Section 2.01(a). **Grant of Monies.** The Council shall make and issue the G.O. Grant to the Grantee, for payment of Project items as described in Attachment IV to this Agreement and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner of MMB under certain circumstances.

Section 2.01(b). **Maximum Expected Grant Amount (“Maximum Grant Amount”).** The Council will pay to Grantee a Maximum Grant Amount during the Grant Project activity period of up to \$115,017 (“Maximum Grant Amount”). However, in no event will the actual amount that the Council will pay to the Grantee for this Agreement exceed one-half of the actual amount expended by the Grantee on eligible expenses as specified in Section 2.01(a). Neither the Council nor the MMB shall bear any responsibility for a cost overrun which may be incurred by the Grantee in performance of the Project.

The actual Grant Amount will be determined by the Council upon submission by Grantee to Council of reasonable, eligible and verifiable costs submitted in accordance with the terms of this Agreement for the Grant Project as described in Attachment IV.

Section 2.02 **Public Ownership.** The Grantee acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership or an easement. In order to establish that this public ownership requirement is satisfied, the Grantee represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and Facility, and, in addition, that it possesses, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

An easement for the Real Property that complies with the requirements contained in Section 2.06.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Permit for pipe in [Permitter] right-of-way that complies with the requirements contained in Section 2.06.

Ownership Interest in the Facility.

Fee simple ownership of the Facility.

Not applicable because there is no Facility.

**Section 2.03 Use of Grant Proceeds.** The Grantee shall use the G.O. Grant solely to reimburse itself for expenditures it has already made in the performance of the Project as described in Attachment IV to this Agreement, and may not use the G.O. Grant for any other purpose. The Project as described in Attachment IV consists of the following:

(Check all appropriate boxes.)

Acquisition of fee simple title to the Real Property.

Acquisition of an easement for the Real Property.

Improvement of the Real Property.

Acquisition of fee simple title to the Facility.

Construction of the Facility.

Renovation of the Facility.

\_\_\_\_\_.

(Describe other or additional purposes.)

Further, Grantee agrees to perform and complete in a satisfactory manner the Project as described in Grantee's application for assistance under the Council's I/I Municipal Grant Program, which application is incorporated into Attachment IV of this Agreement by reference, and in accordance with the terms and conditions of this

Agreement. Specifically, the Grantee agrees to perform the Project in accordance with a specific timeline, all as described in Attachment IV and to undertake the financial responsibilities described in Attachment III to this Agreement. The Grantee has the responsibility for and obligation to complete the Project as described in Attachment III and IV. The Council makes no representation or warranties with respect to the success and effectiveness of the Project.

The G.O. Grant cannot be used for normal municipal operating or overhead costs related to the Project. G.O. Grant funds cannot be used for the costs of studies or for engineering or planning costs, or for equipment, machinery, supplies or other property necessary to conduct the Project except for equipment, supplies or other property which will be used primarily for the Project and that are specifically listed in Attachment IV.

**Section 2.04 Operation of the Real Property and Facility.** The Real Property and Facility must be used by the Grantee or the Grantee must cause such Real Property and Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

Grantee must annually determine that the Real Property and Facility is being used for the purpose required by this Agreement, and has or has not been sold, abandoned, leased or subjected to a management contract or an agreement for use of the Real Property and Facility and shall annually supply a statement from an officer of the Grantee, sworn to before a notary public, to such effect to the Council and the Commissioner of MMB.

For those programs, if any, that the Grantee will directly operate on all or any portion of the Real Property and Facility, the Grantee covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply, upon request, to the Council and the Commissioner of MMB certified copies of such resolution and budget. For the purpose of this paragraph only, the budget(s) for the specific Governmental Program(s) supported by this G.O. Grant may be combined with other programs of the Grantee.

**Section 2.05 Grantee Representations and Warranties.** The Grantee further covenants with, and represents and warrants to the Council as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Certification or Declaration, and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents, and provided to the Council a copy of a resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the I/I Municipal Grant Program and

Project, including the Grantee financial responsibilities as shown in Attachment IV and which also designates an authorized representative for the Project who is authorized to provide certifications required in this Agreement and submit pay claims for reimbursement of Project costs.

B. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement and has received a copy of, has read and understands the Council Guidelines for the Council's I/I Municipal Grant Program.

C. It has legal authority to operate the Governmental Program.

D. This Agreement, the Declaration or Certification as applicable 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.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration or Certification as applicable and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation.

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

H. 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 relating to the Real Property and Facility, or its ownership interest therein, and it 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 Agreement, the Declaration or Certification as applicable, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration or Certification, 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.

J. The contemplated use of the Real Property and Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and Facility or cause the Real Property and Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and Facility.

O. It has complied with the financial responsibility requirements contained in Section 7.23.

P. While this Agreement is in effect, it will not, without the prior written consent of the Council and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Grantee's ownership interest in the Real Property or Facility. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Grantee's ownership interest in the Real Property and Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and Facility in accordance with the requirements imposed under Section 2.04.

Q. It reasonably expects to possess the ownership interest in the Real Property and Facility described Section 2.02 for the entire Useful Life of the Real

Property and Facility, and it does not expect to sell, transfer or abandon such ownership interest.

R. It does not reasonably expect to receive payments under a contract for use of the Real Property or Facility, including leases or management contracts, in excess of the amount the Grantee needs and is authorized to use to pay the operating expenses of the portion of the Real Property and Facility that is the subject of such contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

S. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the G.O. Grant to complete and fully pay for the Project.

T. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with the Facility will be situated entirely on the Real Property.

U. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

V. If all or any portion of the Governmental Program does not qualify for the Waiver of Real Property Declaration granted by MMB, a copy of which is attached to and incorporated hereto as Attachment V, it has submitted to the Commissioner of MMB a written request that a declaration need not be recorded against the Real Property and if applicable, the Facility because such recording would be unduly onerous or impracticable and has received from the Commissioner of MMB a written waiver stating that a Declaration need not be recorded against the Real Property and if applicable, the Facility, a copy of which waiver is attached to the Certification submitted as Attachment IA of this Agreement. [Grantee should delete this Section if Grantee does not intend to apply for Waiver or intends to apply under Council's Waiver.]

W. It has executed and submitted a copy of one or more of the following to the Council and Minnesota Management and Budget, such that all parts of the facility are covered by one of the following:

1. For all or part of the Governmental Programs which qualifies for the Waiver of Real Property Declaration granted by Minnesota Management and Budget to the Council and attached as Attachment V, the Certification attached as Attachment IA of this Grant Agreement; or

2. For all or part of the Governmental Program which does not qualify for the Waiver of Real Property Declaration granted to the Council, but for which Grantee has obtained a Waiver of Real Property Declaration from the Minnesota Management and Budget pursuant to Section 2.05 (V) of

this Agreement, the Certification attached as Attachment IA, together with a copy of the waiver; or

3. A fully executed Declaration in the form attached to this Agreement as Attachment I, such Declaration recorded or to be promptly recorded with the appropriate governmental office, and a copy of such recorded Declaration to be delivered to the Council and Minnesota Management and Budget.

X. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner of MMB.

**Section 2.06 Ownership by Easement.**

A. A Real Property/Facility easement must comply with the following provisions.

1. The Grantee is the grantee of easement and the easement creates the functional equivalency of fee ownership for the length of its term.

2. It must be permanent for a term that is equal to or greater than 125% of the Useful Life of the Real Property and Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. It must not contain any requirements or obligations of the Grantee that if not complied with could result in a termination thereof.

4. It must contain a provision that provides sufficient authority to allow the Grantee to operate the Real Property and Facility in accordance with the requirements imposed under Section 2.04.

5. It must not contain any provisions that would limit or impair the Grantee's operation of the Real Property and Facility in accordance with the requirements imposed under Section 2.04.

6. It must allow for a transfer thereof in the event that the grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

B. The provisions contained in this Section are not intended to and shall not prevent the Grantee from including additional provisions in the easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The Grantee shall fully and completely comply with all of the terms, conditions and provisions contained in the easement, and shall file the easement in the Office of the County Recorder or the Registrar of Titles.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the Council or the Commissioner of MMB giving the Grantee 30 days written notice of such event and the Grantee's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grantee is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the Council and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Grantee in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the Council to disburse any of the G.O. Grant shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grantee fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Grantee fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.

D. If the Grantee fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Grantee fails to provide and expend the full amount of the financial responsibilities required under Section 7.23 for the Project.

F. If a Declaration is required, if the Grantee fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.V.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the Council or the Commissioner of MMB giving the Grantee written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Council, the Council or the Commissioner of MMB may enforce any or all of the following remedies.

A. The Council may refrain from disbursing the G.O. Grant provided, however, the Council may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Grantee shall return such amount to the Council or the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Grantee pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Grantee shall pay such amount to the Council or the Commissioner of MMB.

D. Either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Council or the Commissioner of MMB would otherwise possess.

If the Grantee does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Council or the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Grantee and in favor of the Council and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grantee is entitled to receive from the Council or State of Minnesota. In addition, the Council may use the provisions of Minn. Stat. § 473.521, subd. 4 to collect the amounts required to be paid under this Section or under any other provision contained in this Agreement.

Section 2.09 **Notification of Event of Default.** The Grantee shall furnish to the Council and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grantee proposes to take with respect thereto.

Section 2.10 **Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and Facility to the date on which the Real Property and Facility is first used for the operation of the Project after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and Facility from the effect of this Agreement and any Declarations or Certifications, as applicable.

Section 2.12 **Modification and/or Early Termination of Grant.** If the Project is not started on or before the date that is six (6) months from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is two (2) years from July 1, 2012, or such other date to which the Grantee and the Council may agree in writing, then the Council's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the Council's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the Council shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Grantee's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Grantee's sale of its ownership interest in the Real Property and Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Grantee's ownership interest in the Real Property and Facility if such ownership interest is by way of an easement. Upon such termination the Commissioner of MMB shall execute, or have executed, and deliver to the Grantee such documents as are required to release the Grantee's ownership interest in the Real Property and Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant

shall be reduced by the amount not needed. Any funds awarded by the Council under this Agreement that have i) not been properly expended for the Project in accordance with Attachments III and IV; ii) were expended by the Grantee but subsequently reimbursed to Grantee or its agents, or iii) constitute a total reimbursement in excess of 50% of the actual eligible spending will be repaid to the Council if paid and the unearned part of the award canceled.

### **Article III.**

**Contents of Article III have been deliberately omitted from this Agreement.**

### **Article IV SALE**

Section 4.01 **Sale.** The Grantee shall not sell any part of its ownership interest in the Real Property and Facility unless all of the following provisions have been complied with fully.

- A. The Grantee determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Grantee's ownership interest in the Real Property and Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Grantee's ownership interest in or betterment of the Real Property Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Grantee may participate in any public auction of its ownership interest in the Real Property and Facility and bid thereon; provided that the Grantee agrees that if it is the successful purchaser it will not use any part of the Real Property or Facility for the Governmental Program.

**Section 4.02 Proceeds of Sale.** Upon the sale of the Grantee's ownership interest in the Real Property and Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Grantee's ownership interest in the Real Property and Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the G.O. Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the G.O. Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Grantee for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the Council under Section 402.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the Council, the Grantee, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the Council, the Grantee, and such other public and private entities made to the acquisition and betterment of the Real Property and Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the Council shall be made to the Commissioner of MMB, and the Grantee may direct its distribution to be made to any other entity.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Grantee shall not be required to pay or reimburse the Council or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

## **Article V.**

### **COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER**

Section 5.01 **State Bond Financed Property.** The Grantee and the Council acknowledge and agree that the Grantee's ownership interest in the Real Property and Facility is, or when acquired by the Grantee will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Grantee's ownership interest in the Real Property and Facility.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the State G.O. Bonds, the Grantee agrees as follows:

A. It will not use the Real Property or Facility, or use or invest the G.O. Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the G.O. Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Grantee that could cause the interest on the State G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the State G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the State G.O. Bonds as a "qualified bond" within the meaning of Section

141(e) of the Code, (ii) changing the nature of the use of the Real Property or Facility so that none of the net proceeds of the State G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the G.O. Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

**Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order.** In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Grantee, or if the Grantee’s ownership interest in the Real Property or Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Grantee the Council shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Grantee’s ownership interest in the Real Property and Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

## **Article VI. DISBURSEMENT OF GRANT PROCEEDS**

**Section 6.01 The Advances.** The Council will make no advances of the G.O. Grant to Grantee. The disbursement of the G.O. Grant shall be in the form of reimbursement for eligible costs as provided ahead in this Article VI.

**Section 6.02 Draw Requisitions.** Whenever the Grantee desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar quarter, the Grantee shall submit to the Council a Draw Requisition duly executed on behalf of the Grantee or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grantee and the Council, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the Council.

Notwithstanding anything herein to the contrary, no Draw Requisition for materials stored on or off the Real Property will be made unless the Grantee shall advise the

Council, in writing, of its intention to so store materials prior to their delivery and the Council has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grantee shall submit to the Council such supporting evidence as may be requested by the Council to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grantee shall submit to the Council: (i) such supporting evidence as may be requested by the Council to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

**Section 6.03 Additional Funds.** If the Council shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the Council may send written notice thereof to the Grantee specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grantee agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the Council's notice.

**Section 6.04 Conditions Precedent to Any Draw.** The obligation of the Council to make Draws hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The Council shall have received a Draw Requisition for such amount of funds being requested, which such amount when added to all prior requests for Draws shall not exceed the amount of the G.O. Grant delineated in Section 1.01.

B. For all or any portion of the Governmental Program which qualifies for a waiver of Real Property Declaration granted to either the Council (Attachment V) or Grantee, the Council shall have either received the duly executed Certification attached to this Agreement as Attachment 1A or for all or any portion of the Governmental Program which does not qualify for a Waiver of Real Property Declaration, a copy of duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed

thereon, or evidence that such Declaration will promptly be recorded and delivered to the Council.

C. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and the Certification or the Declaration, as applicable, and (ii) this Agreement and the Declaration or Certification, as applicable, are binding on and enforceable against the Grantee.

D. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Grantee has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Grantee is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, showing that the Grantee possesses the ownership interest delineated in Section 2.02.

G. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Real Property and Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project 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.

I. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and Facility in the manner specified in Section 2.04 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.

J. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Project will be completed in a manner that will allow the Real Property and Facility to be operated in the manner specified in Section 2.04.

K. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Grantee has the ability and a plan to fund the operation of the Real Property and Facility in the manner specified in Section 2.04.

L. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the insurance requirements under Section 7.01 have been satisfied.

M. CONTENTS HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.

N. No Event of Default under this 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.

O. The Council shall have received evidence upon request, and, in form and substance acceptable to the Council, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefore, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the Council and the Grantee dual obligees thereunder, or such other evidence as may be acceptable to the Grantee and the Council.

P. No determination shall have been made by the Council that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Grantee under Section 6.03, then the Grantee has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the Council that sufficient funds are available.

Q. The Grantee has supplied to the Council all other items that the Council may reasonably require.

Section 6.05 **Construction Inspections.** The Grantee and the Architect, if any, shall be responsible for making their own inspections and observations of the

Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents.

**Article VII.**  
**MISCELLANEOUS**

Section 7.01 **Insurance.** The Grantee shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Grantee, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council under which the Council and the Grantee are named as loss payees. If damages which are covered by such required insurance occur, then the Grantee shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Grantee elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Grantee's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Grantee's ownership interest in the Real Property and Facility. If the Grantee elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grantee.

If the Grantee elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, then the Grantee shall have the Council named as an additional named insured therein.

At the written request of either the Council or the Commissioner of MMB, the Grantee shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Grantee regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Grantee fails to provide and maintain the insurance required under this Section, then the Council may, at its sole option and discretion, obtain and maintain

insurance of an equivalent nature and any funds expended by the Council to obtain or maintain such insurance shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the Council to obtain or maintain such insurance, and the Council's decision to not obtain or maintain such insurance shall not lessen the Grantee's duty to obtain and maintain such insurance.

**Section 7.02 Condemnation.** If after the Grantee has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and Facility is condemned to an extent that the Grantee can no longer comply with the provisions contained in Section 2.04, then the Grantee shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grantee to continue to comply with the provisions contained in Section 2.04 and to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Grantee's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Grantee's ownership interest in the remaining Real Property and Facility. If the Grantee elects to sell its ownership interest in the portion of the Real Property and Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grantee.

As recipient of any of condemnation awards or proceeds referred to herein, the Council agrees to and will disclaim, assign or pay over to the Grantee all of such condemnation awards or proceeds it receives so that the Grantee can comply with the requirements that this Section imposes upon the Grantee as to the use of such condemnation awards or proceeds.

**Section 7.03 Use, Maintenance, Repair and Alterations.** The Grantee shall (i) keep the Real Property and Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real

Property or Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any easement if its ownership interest in the Real Property and Facility is by way of such easement, and (vi) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

The Grantee shall not, without the written consent of the Council and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or Facility, (d) abandon the Real Property or Facility, (e) commit or permit any waste or deterioration of the Real Property or Facility, (f) remove any fixtures or personal property from the Real Property or Facility, that was paid for with the proceeds of the G.O. Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or Facility, in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property and Facility in accordance with the provisions contained in this Section, then after a notice and a reasonable time to cure the deficiency, the Council may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and Facility and the Grantee irrevocably authorizes and empowers the Council to enter upon the Real Property and Facility, to perform such acts as may be necessary to so maintain the Real Property and Facility. Any actions taken or funds expended by the Council hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the Council to take any action, incur any expense, or expend any funds, and the Council shall not be responsible for or liable to the Grantee or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the Council to perform such acts as may be necessary to so maintain the Real Property and Facility shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

**Section 7.04 Records Keeping and Reporting.** The Grantee shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow

the Council, auditors for the Council, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Grantee shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and Facility for a period of 6 years from the date such operation is initiated. Grantee shall maintain and provide to the Metropolitan Council, as reasonably requested, documentation that determines for capital projects where the 2012 State bond grant funding is insufficient by itself to complete the project, whether additional funding from other sources (including any required match) is sufficient and has been committed to fund the project as required by M.S. Sec. 16A.502. Grantee shall collect, maintain and, upon completion of the Project, provide to the Council written documentation of the jobs created or retained as a result of the Project as required by Minn. Stat. § 16A.633. The documentation must include, but is not limited to, the following information: the number and types of jobs for the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs. The Grantee shall provide the documentation to the Council at the time and in the manner required by the Council.

Section 7.05 **Inspections by Council.** Upon reasonable request by the Council and without interfering with the normal use of the Real Property and Facility, the Grantee shall allow the Council to inspect, take and use photos of the Real Property and Facility.

Section 7.06 **Data Practices.** The Grantee agrees with respect to any data that it possesses regarding the G.O. Grant, the Project, or the operation of the Real Property and Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Grantee agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Grantee agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and Facility.

Section 7.09 **Antitrust Claims.** The Grantee hereby assigns to the Council and the Commissioner of MMB all claims it may have for over charges as to goods or

services provided with respect to the Project, and operation or management of the Real Property and Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10. CONTENTS OF SECTION 7.10 HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.

Section 7.11 **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 Project and the operation of the Governmental Program on or in the Real Property and Facility. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and Facility.

Section 7.12 **Liability.** The Grantee and the Council agree that they will, subject to any indemnifications provided herein, 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 Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, Minn. Stat. and chapter 466 as it may be amended, modified or replaced from time to time. If the Grantee is a “municipality” as such term is used in chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grantee, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 **Indemnification by the Grantee.** The Grantee shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and Facility, and agrees to indemnify and hold harmless the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the Council, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and Facility, whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Council, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Grantee further agrees to indemnify, save, and hold the Council, the Commissioner of MMB, and the State of Minnesota, their agents and employees,

harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grantee, or subject to any exclusions from coverage in any insurance policy.

**Section 7.14 Relationship of the Parties.** Nothing contained in this 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, the Council, or the Commissioner of MMB, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Council, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and Facility.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and Facility. All personnel of the Grantee or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and Facility shall not have any contractual relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. 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 Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 7.15 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 Public Entity Grantee at:

City of Newport  
596 7th Avenue  
Newport - \_\_\_\_\_, MN 55055  
Attention: Deb Hill

To the State Entity Council at:

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

To the Commissioner of MMB at:

Minnesota Department of Management and Budget  
400 Centennial Office Bldg.  
658 Cedar Street  
St. Paul, MN 55155  
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grantee and the Council, and their respective successors and assigns. Provided, however, that neither the Grantee nor the Council may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grantee or the Council unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Grantee, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grantee, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Grantee, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration or Certification, as applicable, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grantee and the Council, and there are no other agreements, either oral or written, between the Grantee and the Council on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Grantee Financial Responsibilities.** The Grantee must fulfill its financial responsibilities for the Project as shown on Attachment III to this Agreement.

(If there are no matching funds requirements then insert the word "NONE".)

Section 7.24 **Source and Use of Funds.** The Grantee represents to the Council and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the G.O. Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grantee, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.

(v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grantee must provide to the Council and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Grantee shall also supply whatever other information and documentation that the Council or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Grantee's ownership interest in the Real Property and Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Grantee.

Section 7.25 **Project Completion Schedule.** The Grantee represents to the Council and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the Council and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Grantee Tasks.** Any tasks that this Agreement imposes upon the Grantee may be performed by such other entity as the Grantee may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Grantee.

Section 7.28 **Council and Commissioner Required Acts and Approvals.** The Council and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Grantee's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grantee's ownership interest in the Real Property.

Section 7.30 **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 and impose a similar requirement in any Use Agreement to which it is a party.

Section 7.31 **Additional Requirements.** The Grantee and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Section 7.32 **Termination Due to Lack of Funds.** Grantee recognizes that Council's obligation to reimburse Grantee for eligible Project costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2010 Session Laws Chapter 189, Section 16, subdivision 3. 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 Grant Program as required by this Grant Agreement.

Section 7.33 **Grant Program Remainder Funds.** Subsequent to Council approval of the final certifications of project completion submitted by all grant recipients of I/I Municipal Grant Program funds, the Council will determine whether any I/I Municipal Grant Program funds remain available for allocation and distribution to Grantees ("Remainder Funds"). In the event Remainder Funds are available, the Council may, at its sole discretion, allocate and distribute the Remainder Funds to grantees who have received I/I Municipal Grant Program funds, provided, however, that such distribution, when added to the Grant Funds already received by any I/I Municipal Grant Program grantee shall not exceed fifty percent (50%) of the eligible expenses for the Project. The Council will make such allocation and distribution of the Remainder Funds in accordance with the Council Guidelines for the I/I Municipal Grant Program. Alternatively, at its discretion, the Council may roll the Remainder Funds into a subsequent I/I Municipal Grant Program or similar eligible program.

**IN TESTIMONY HEREOF**, the Grantee and the Council have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Newport - Replace/Repair and Lining Project on the day and date indicated immediately below their respective signatures.

**GRANTEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

**METROPOLITAN COUNCIL:**

\_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

**Attachment I to Grant Agreement**

**State of Minnesota  
General Obligation Bond Financed  
DECLARATION**

The undersigned has the following interest in the real property located in the County of \_\_\_\_\_, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

a fee simple title,

a lease, or

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. \_\_\_\_\_] between [Grantee] and Metropolitan Council dated \_\_\_\_\_, \_\_\_\_ (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the \_\_\_\_\_ of Metropolitan Council and the Commissioner of Minnesota Management and Budget, or their successors, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.



**Exhibit A to Declaration**  
**LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

**Attachment I-A**

**State of Minnesota  
General Obligation Bond Financed  
CERTIFICATION**

The undersigned hereby certifies as follows:

This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly-Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

Newport certifies that Newport has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached as Attachment V to the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. SG2013-022] between Newport and Metropolitan Council (the "G.O. Grant Agreement") and further, that the Governmental Program which is the subject of and described in the G.O. Grant Agreement qualifies for the Waiver of Real Property Declaration.

The undersigned owns  fee title to property and/or  permanent easement and/or  other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in [identify Permitter, e.g., Hennepin Co.] public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Washington County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by legal description, narrative description or diagram.

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O. Grant Agreement.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the Metropolitan Council and the Commissioner of Minnesota Management and Budget, or their successors, and such written release is recorded in the real estate records relating to the Restricted Property. This Certification may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget, or its successor.

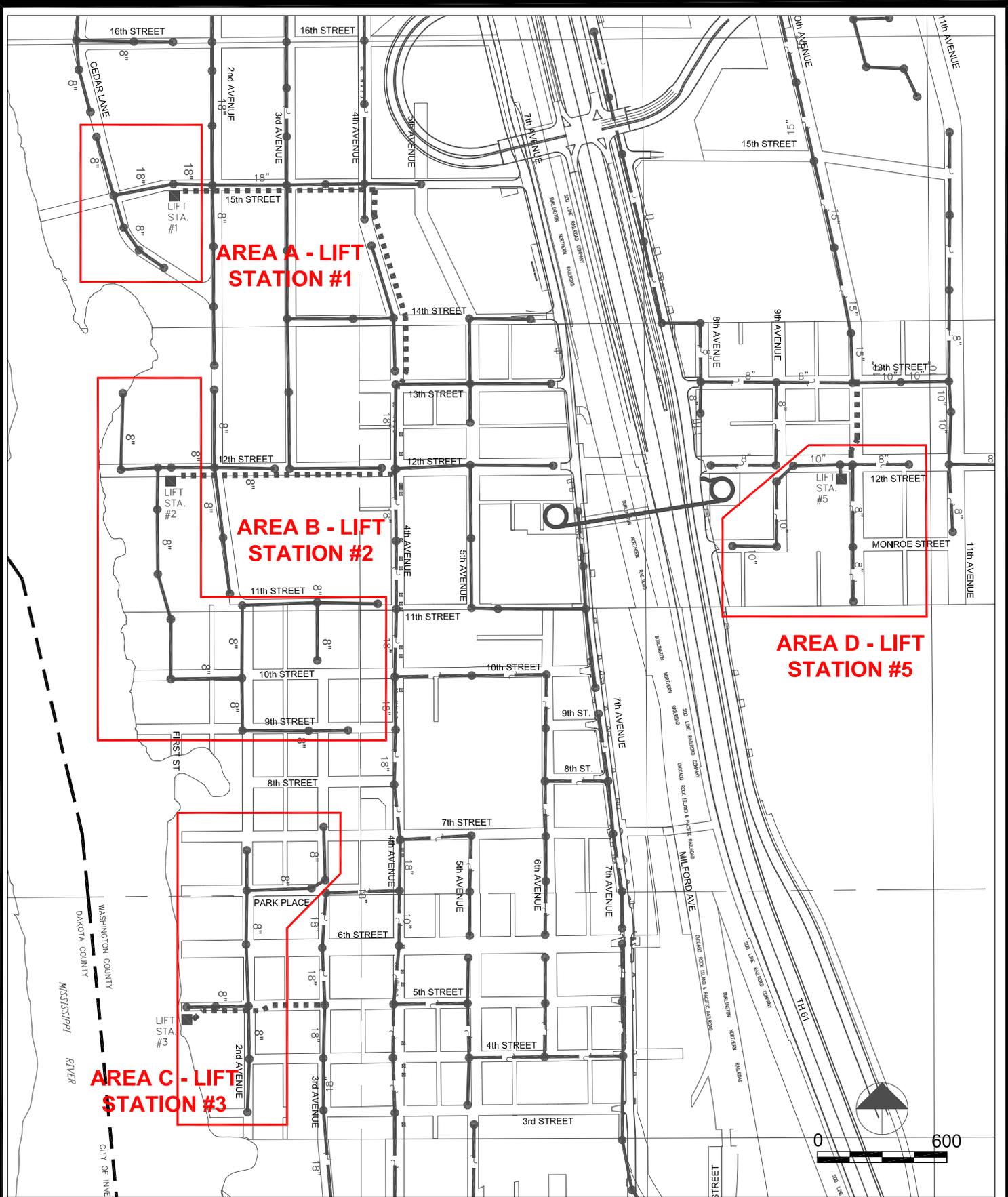
\_\_\_\_\_ [Grantee], a  
\_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A to Certification**  
**DESCRIPTION OF RESTRICTED PROPERTY**



CITY OF NEWPORT  
 I/I IMPROVEMENTS  
 2013 - 2014

EXHIBIT A

**Attachment II to Grant Agreement  
LEGAL DESCRIPTION OF REAL PROPERTY**

**(For Projects for which a Certification is being submitted, use the description  
attached to the Certification submitted.)**

**Attachment III to Grant Agreement  
SOURCE AND USE OF FUNDS FOR THE PROJECT**

**Grantee's Financial Responsibility**

<b>Item</b>	<b>Cost, \$s</b>	<b>Grantee's Responsibility to Pay in \$s</b>	<b>Amount Eligible For Reimbursement with Grant Fund, in \$s</b>	<b>Amount Eligible For Reimbursement with Grant Fund, in %</b>
Rep/Repl	\$202,500	\$101,250	\$101,250	50%
Lining	\$55,000	\$41,250	\$13,750	25%
Engineering	\$38,000	\$38,000	\$0	0%

**Note that if a project's final eligible capital expenses are: 1) more than the Final Reimbursement Allocation percentage as determined by the Council, no additional grant funds will be awarded, except as may be provided under section 7.33, and 2) less than the Final Reimbursement Allocation percentage as determined by the Council, the percentage will not be increased so the amount eligible for reimbursement will effectively be reduced.**



**Attachment IV to Grant Agreement**

**PROJECT DESCRIPTION AND PROJECT COMPLETION SCHEDULE**

**ENGINEER'S OPINION OF COSTS - 2013/2014 MCES Grant Application**

Project: 2013-2014 I&I IMPROVEMENTS  
 Owner: CITY OF NEWPORT  
 MSA No: 10316002  
 Date: February 9, 2013

**MCES GRANT APPLICATION**

**PUBLIC FACILITY IMPROVEMENTS**

**NON-MUNICIPAL IMPROVEMENTS**

NOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	100% ELIGIBLE		50% ELIGIBLE		0% ELIGIBLE		TOTAL PROJECT	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>SCHEDULE 1.0</b>												
(1)	1	8" PIPE - CIPP	LF	\$ 25							0 \$	-
	2	10" PIPE - CIPP	LF	\$ 77							0 \$	-
	3	18" PIPE - CIPP	LF	\$ 77							0 \$	-
	4	BYPASS PUMPING (15" & 18" PIPES)	WK	\$ 1,240							0 \$	-
	5	PROTRUDING TAP (VCP)	EACH	\$ 310							0 \$	-
	6	PROTRUDING TAP (CIP)	EACH	\$ 310							0 \$	-
	7	LATERAL - REINSTATEMENT	EACH	\$ 100							0 \$	-
	8	LATERAL - SEAL WYE	EACH	\$ 870							0 \$	-
	9	LATERAL - "TOP HAT" STYLE (WYE ONLY)	EACH	\$ 1,500			10	\$ 15,000			10 \$	15,000
	10	LATERAL - CIPP (LATERAL ONLY)	EACH	\$ 2,200							0 \$	-
(2)	11	LATERAL - "T-LINER" STYLE (WYE & LATERAL)	EACH	\$ 4,000			10	\$ 40,000			10 \$	40,000
	12	LATERAL - CLEANOUT	EACH	\$ 800							0 \$	-
	13	LATERAL - REPLACEMENT WITH VALVE	EACH	\$ 6,000	10	\$ 60,000					10 \$	60,000
	14	LATERAL - REPLACEMENT NO VALVE	EACH	\$ 4,500	30	\$ 135,000					30 \$	135,000
	15	LATERAL - VALVE ONLY	EACH	\$ 1,500	5	\$ 7,500					5 \$	7,500
	16	MANHOLE - RING & CASTING REPAIR / REPLACEMENT	EACH	\$ 800							0 \$	-
	17	MANHOLE - JOINT & DOGHOUSE SEALING/GROUTING	EACH	\$ 1,345							0 \$	-
(3)	18	MANHOLE - CEMENTITIOUS LINING - 1/2" THICKNESS	EACH	\$ 3,200							0 \$	-
(4)	19	MANHOLE - CIPM	EACH	\$ 7,000							0 \$	-
	20	ELIMINATE CROSS CONNECTIONS	EACH	\$ 3,500							0 \$	-
(5)	21	MANHOLE - COVERS	EACH	\$ 300							0 \$	-
	22	MANHOLE - RING & CASTING REPAIR / REPLACEMENT	EACH	\$ 2,000							0 \$	-
	23	MANHOLE - COMPLETE REPLACEMENT	EACH	\$ 10,000							0 \$	-
	24	SUMP PUMP REMOVAL	EACH	\$ 150							0 \$	-
<b>T</b>	<b>SCHEDULE 1.0 - TOTAL CONSTRUCTION COST</b>					<b>\$ 202,500</b>		<b>\$ 55,000</b>		<b>\$ -</b>		<b>\$ 257,500</b>
	<b>ENGINEERING, LEGAL, ADMINISTRATION</b>			<b>10%</b>						<b>\$ 25,750</b>		<b>\$ 25,750</b>
<b>T</b>	<b>SCHEDULE 1.0 - GRAND TOTAL</b>					<b>\$ 202,500</b>		<b>\$ 55,000</b>		<b>\$ 25,750</b>		<b>\$ 283,250</b>
<b>2011 SUMMARY OF FUNDING SOURCES</b>												
	MCES ELIGIBLE PROJECT AMOUNT					\$ 202,500		\$ 27,500		\$ -		\$ 230,000
	MCES GRANT ALLOCATION (50% OF ELIGIBLE AMOUNT)					\$ 101,250		\$ 13,750		\$ -		\$ 115,000
	REMAINING FUNDED BY CITY					\$ 101,250		\$ 41,250		\$ 25,750		\$ 168,250

**PLAN NOTES:**

- (1) INCLUDES BYPASS PUMPING
- (2) INCLUDES 6" TO 4" TRANSITION COST (\$250)
- (3) DOES NOT INCLUDED JOINT GROUTING/SEALING & DOGHOUSE REPAIR
- (4) INCLUDES JOINT GROUTING
- (5) INCLUDES ONLY REPLACEMENT OF MANHOLE COVERS

**Attachment IV**  
**Project Development & Completion Schedule**

<b>Item Description/Milestone</b>	<b>Completion</b>	
	<b>2013</b>	<b>2014</b>
Project Development	March	Feb
Project Bid	April	March
Project Start	May/June	April
Project Completion	July/August	May/June
Final Payment & Grant Reimbursement	Aug/Sept	June

\*Note that alternate project schedule would complete all work in either 2013 or 2014.

\*Note that all work to be completed no later than June 30, 2014

Attachment V to Grant Agreement

WAIVER OF REAL PROPERTY DECLARATION



June 19, 2012

VIA E-MAIL

John Atkins  
MCES Budget Manager  
Metropolitan Council  
390 Robert St N  
St. Paul, MN 55101

Re: Waiver of Real Property Declaration – 2012 Metropolitan Cities Inflow and Infiltration Grants

Dear Mr. Atkins:

I have reviewed your letter dated June 13, 2012 requesting a waiver pursuant to Section 7.02(b) of the Third Order Amending Order of Commissioner of Finance dated August 26, 2010 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems from the Metropolitan Council appropriation in Laws 2012, ch. 293, sec. 17, subd. 3.

In response to your request, I waive the requirement that a declaration be recorded for the portion of such projects which lies entirely within public road, street and highway rights-of-way and utility easements. However, a declaration will need to be executed and recorded for any portion of a project which is on land outside of such areas.

Please note that this letter only waives the requirement that a declaration be recorded. The property will remain bond-financed property and subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

This waiver is conditional upon our receiving a signed copy of the bond-financed property Certification in the form which the Metropolitan Council has been using for its grants from its 2010 I&I bonding appropriation from each grantee who receives a grant from this program, in which such grantee acknowledges that the project property is bond-financed property and thus is subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order. A photocopy of each signed Certification should be sent to Gay Greiter, Capital Budget Coordinator at Minnesota Management & Budget, at the address below.

Sincerely,

A handwritten signature in black ink, appearing to read "James Schowalter", is written over a light blue horizontal line.

James Schowalter  
Commissioner

Cc: Gay Greiter, MMB  
Jason Willett, Metropolitan Council  
Jeanne Matross, Metropolitan Council