



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
JULY 16, 2015 – 5:30 P.M.**

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

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

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes of the June 18, 2015 Regular City Council Meeting
 - B. Minutes of the June 18, 2015 City Council Workshop Meeting
 - C. List of Bills in the Amount of \$606,647.70
 - D. Publication of Ordinance No. 2015-4
 - E. Agreement between the City and Municode
 - F. Liquor License for Lions Annual Picnic
 - G. **Resolution No. 2015-16** - Accepting Donations for the Period of June 15- July 13, 2015
 - H. **Resolution No. 2015-17** - Authorizing the Mayor and City Administrator to Apply for and Execute an Agreement between the DNR and City for Acquisition of Properties Along Cedar Lane
 - I. **Resolution No. 2015-18** - Amending the 2015 Fee Schedule
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
 - A. **Public Hearing** - To consider, and possibly adopt, amendments to Chapter 5, Alcoholic Beverages
 1. **Ordinance No. 2015-6** - Amending Chapter 5, Alcoholic Beverages
 - B. Application from August Ventures for a Rezoning and Conditional Use Permit for Property Located Along Hastings Avenue, north of Ford Road
 1. **Resolution No. 2015-19** - Approving a Rezoning
 2. **Resolution No. 2015-20** - Approving a Conditional Use Permit for a New Office/Warehouse Building, Commercial Building, and Associated Parking and Site Improvements

Agenda for 07-16-15

- C. **Resolution No. 2015-21** - Approving a Minor Subdivision for Property Located at the Corner of 2nd Avenue and 9th Street
- D. **Resolution No. 2015-22** - Declaring Certain Property Located at 1635 Century Avenue to be a Hazardous Building and Ordering its Removal by its Owner or Declaring the Same City's Intention to Abate the Structure by its Removal and Assessing the Costs of that Removal
- E. **Ordinance No. 2015-5** - Amending Chapter 7 to add Section 780, Social Host

10. ATTORNEY'S REPORT

- A. **Resolution No. 2015-23** - Approving State of Minnesota Joint Powers Agreements with the City of Newport on Behalf of its City Attorney and Police Department

11. POLICE CHIEF'S REPORT

- A. **Resolution No. 2015-24** - Hiring David Eichman for the Police Officer Position

12. FIRE CHIEF'S REPORT

13. ENGINEER'S REPORT

- A. **Resolution No. 2015-25** - Setting Project Priority for 2016 Capital Improvement Projects in Pursuit of Bonding Bill Appropriation

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- | | | |
|--------------------------------|-----------------|-----------|
| 1. Park Board Meeting | July 23, 2015 | 6:30 p.m. |
| 2. City Council Meeting | August 6, 2015 | 5:30 p.m. |
| 3. Pioneer Day | August 9, 2015 | |
| 4. Planning Commission Meeting | August 13, 2015 | 6:00 p.m. |



**City of Newport
City Council Minutes
June 18, 2015**

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL -

Council Present – Tim Geraghty; Tom Ingemann; Tracy Rahm; Dan Lund

Council Absent – Bill Sumner;

Staff Present – Deb Hill, City Administrator; Renee Eisenbeisz, Executive Analyst; Fritz Knaak, City Attorney; Jon Herdegen, City Engineer; Sherri Buss, TKDA Planner

Staff Absent – Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Steve Wiley, Fire Chief;

4. ADOPT AGENDA

Mayor Geraghty - I'd like to move the Engineer's Report to right after the Council reports. I'd also like to add Resolution No. 2015-15, which is a gambling permit for the Cottage Grove Athletic Association for 374 21st Street, to right after the Consent Agenda.

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

5. ADOPT CONSENT AGENDA

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

- A. Minutes of the June 4, 2015 Regular City Council Meeting
- B. List of Bills in the Amount of \$209,890.82
- C. Liquor License for Pioneer Day
- D. **Resolution No. 2015-11** - Accepting Donations for the Period of May 5 - June 14, 2015
- E. **Resolution No. 2015-12** - Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Applications for Grant Funds
- F. Solicitor's Permit

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

Resolution No. 2015-15 - Approving a Premise Permit for Cottage Grove Athletic Association to Operate at Opinion Brewing (Attached)

Councilman Ingemann - Didn't we just approve the Lions to operate there?

Executive Analyst Eisenbeisz - We approved the Lions last fall and they stopped operating there. We then approved Climb Theatre to operate there and now they're discontinuing to operate there.

Motion by Lund, seconded by Ingemann, to approve Resolution No. 2015-15 as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

Tami and Dennis Mitchell, 925 Ellen Court - As you know, we were up here two weeks ago and Councilman Ingemann came up afterwards around 10:30 to observe the lights. There was an adjustment, which wasn't adequate enough. Tom and I determined that the light is a hindrance to people going up Ford Road. We drove Ford Road and it was noticeable that it could blind someone coming up the road. They did make another adjustment since then and it doesn't seem to be an improvement. The lighting is still bad in our backyard. Tom made a mention last time that the light could be moved to his property. I sent all of you an email around the 15th and shortly after that they placed a shield around it. The light still infiltrates our yard and comes into our bedroom. When we want to have our window open, it's only open a little bit at night or it's closed entirely. We'd like to appreciate the breeze. If I remove the curtain from our bathroom, it can act as a nightlight. We appreciate the adjustments but it's not working and is still intrusive. The other thing is that most people don't have one street light, we have two, one in the front and one in the back. Additionally, we deal with car lights because of the way the road was reconfigured. We would really appreciate you moving the light. Tom was very generous in offering the pole by his place. There are also some people that keep their lights on all night long. We know of some communities that only have street lights on the corners, not in-between. Please move the light.

Councilman Rahm - You said they put a shield on?

Mrs. Mitchell - Yes, after I sent the email. There's still light from there.

Mayor Geraghty - Was Bruce or anyone involved with Xcel?

Admin. Hill - It was placed there for safety reasons.

Mayor Geraghty - If it's by you, will that be enough for safety?

Councilman Ingemann - I'm not a lighting specialist but my pole is not that far away.

Councilman Rahm - Will that change anything?

Councilman Ingemann - I don't know.

Councilman Lund - There used to be two lights? So putting up two lights would be the closest to how it was.

Mr. Mitchell - If you do have the time, you'll need to come up after 10:00 p.m., but you'll see the reflections.

Mayor Geraghty - If it goes up by you is anyone else going to complain?

Councilman Ingemann - I don't think so.

Mr. Mitchell - I don't think the angle of the arm is helping. It seems more up high and really does shine down Ford Road. All we can say is come up and take a look at it. Most of the Council people have. If something is going to be done, would it be possible to contact us to go over it because we didn't know the adjustments were going to take place?

Mayor Geraghty - Let's have Bruce schedule a meeting.

Admin. Hill - Ok.

7. MAYOR'S REPORT –

Mayor Geraghty - The Governor was down and talked about rail safety and it was a good discussion.

8. COUNCIL REPORTS –

Councilman Ingemann - I was also at the meeting with the Governor. The street intersection they're talking about is in Newport and St. Paul Park. That intersection is a problem. The way it stands right now, it's not a matter of if but when. The Fire Department will have Booya on July 12th and the parade is on July 11th.

Mayor Geraghty - St. Paul Park is looking at options.

Councilman Rahm - Nothing to report.

Councilman Lund - Nothing to report.

13. ENGINEER'S REPORT –

A. Partial Payment #1 - SCADA Improvements

Engineer Herdegen presented on this item as outlined in the June 18, 2015 City Council packet.

Councilman Rahm - Everything is working now?

Engineer Herdegen - Yes.

Motion by Geraghty, seconded by Ingemann, to approve Partial Payment #1. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

9. ADMINISTRATOR'S REPORT –

A. Public Hearing - To consider and possibly approve a Street Vacation for 9th Street between the Mississippi River and 2nd Avenue

The Public Hearing opened at 5:48 p.m.

Sherri Buss, TKDA Planner, presented on this item as outlined in the June 18, 2015 City Council packet.

Bryan Williams, 121 10th Street - I received notice of this vacation a couple weeks ago and it's the first I've heard of it being up for public discussion. 9th Street runs along my property border and goes down to the river and occupies part of the historic river front. My concern with the vacation is what would happen with the land that's not vacated. I understand half of it would go to me and half would go to the other property owner, the City. What would happen if that land is not developed for public access, my presumption is that they would be made for sale. If private developers were to have access to the historic landmark, I wonder what consequences that would have. I'm working hard to restore it to its former glory, I think it's a source of pride for the City and would like to maintain some control over the portion that I've been maintaining even though it's on City property and has been left to decay. My only concern is that it would create a parcel big enough for development, either residential or a private access to the riverfront. I'm just looking for some clarity.

Ms. Buss - So if 9th Street is vacated, half would go to the adjoining property owners. Our sense from looking at the grading is that it would be almost impossible to develop because the parcels are either in the bluffs or within the setback. There might be two developable parcels along 2nd Avenue.

Mr. Williams - Would those be made for sale for someone to buy for a pathway to the river? I understand that it's City property, but I'm concerned about foot traffic. It creates a sense of privacy for our backyard and was one of the reasons we bought it and people going back and forth every day would make it less desirable.

Admin. Hill - From my understanding, Steve Marko had that problem as it is now.

Ms. Buss - So you're thinking the City would request an easement?

Mr. Williams - Or if the City sold it, a developer would try to build a walkway to the river. I understand the benefit of having river access but I would be concerned about how that was created. Steve Marko maintained it all as a single property.

Ms. Buss - We haven't had any proposals for that. I guess until we have a developer, it'll be hard to say if that would be a possibility.

Admin. Hill - It would be difficult to get a walkway in there from the DNR because it would be visible from the river and they would have to take down vegetation.

Mr. Williams - From a historical standpoint, there's a staircase in the bluff. If that would fall under City property and a developer bought it, they might see it as an opportunity to build a pathway to the river.

Admin. Hill - There's just not enough area to build a house there because of the bluffs.

Councilman Ingemann - If you were to vacate 9th Street, you could create two lots from 927 correct?

Admin. Hill - Yes.

Councilman Rahm - Would it be difficult to build a pathway?

Councilman Lund - It's not very hard to build a pathway. I don't want to tell you that it will never happen but when the City owns it, the time to make revisions to protect things would be part of the process with a developer and I think it would be helpful to have you involved.

Mr. Williams - I would also be willing to make an offer on the property if the City ever sells it.

The Public Hearing closed at 6:00 p.m.

Councilman Ingemann - It'll allow the City to create two buildable parcels to sell.

Mayor Geraghty - But if the other lot was developable, would they want the rest of the land going to the river?

Admin. Hill - There's really no way to get a path to the river, it gets pretty steep.

Motion by Rahm, seconded by Lund, to approve Resolution No. 2015-13 as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

B. Resolution No. 2015-14 - Approving an Extension of the Variance Granted to Mark Gergen for Property Located at 1825 4th Avenue

Sherry Buss, TKDA Planner, presented on this item as outlined in the June 18, 2015 City Council packet.

Mayor Geraghty - When does the current one end?

Executive Analyst Eisenbeisz - It expired May 15th but he got the request for the extension in before that.

Motion by Geraghty, seconded by Rahm, to approve Resolution No. 2015-14 as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

C. Ordinance No. 2015-4 - Approving Amendments to Section 811.07, Section 1330, and Section 1390

Sherri Buss, TKDA Planner, presented on this item as outlined in the June 18, 2015 City Council packet.

Councilman Rahm - I do have some comments on our enforcement. We have things where people are parking in front yards. We have these codes, but if we don't enforce them then what good are they?

Executive Analyst Eisenbeisz - The ones existing now, would be grandfathered in.

Councilman Rahm - I'm talking about dirt or gravel.

Ms. Buss - That's not grandfathered in so it would be an enforcement issue.

Councilman Rahm - Also, we thought that if we did curb and guttering, it would help with determining where the driveway is.

Admin. Hill - That's helped immensely.

Councilman Ingemann - At one time, there was language saying "at the discretion of" and the Planning Commission decided that there needs to be set standards.

Ms. Buss - Yes, the language references a public works design manual.

Motion by Ingemann, seconded by Geraghty, to approve Ordinance No. 2015-4 as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

D. Ordinance No. 2015-5 - Amending Chapter 7 to add Section 780, Social Host

Admin. Hill and Executive Analyst Eisenbeisz presented on this item as outlined in the June 18, 2015 City Council packet.

Councilman Rahm - I've had people on my property drinking, they sneak on to my property. Would I be liable?

Attorney Knaak - You wouldn't be a social host. The classic case is when parents are on vacation and the kids have a party. The parents would be found to be responsible in a civil sense.

Councilman Ingemann - The reason I thought this was State Statute was because I used to work with someone whose son went to a party, drank and got into a car accident on the way home and died. It was close and the guy got away scott free.

Councilman Lund - These laws are pretty ambiguous and leave room for interpretation and I would prefer our version to be more specific and say that the host is present and has knowledge. There's a lot of kids that steal beer from their parents and a party of three is not very many kids. This has nothing to do with civil liability.

Mayor Geraghty - How would that work if you put that language in there if the parents aren't present?

Attorney Knaak - They would not be criminally responsible but civilly, it wouldn't change anything.

Executive Analyst Eisenbeisz - So you would like to add the two additional findings and say that the host needs to be present?

Councilman Lund - My preference would be that the host has to be present and have knowledge.

Executive Analyst Eisenbeisz - Ok, I can work with Attorney Knaak.

Mayor Geraghty - Do you want to work on a draft and bring it forward?

Executive Analyst Eisenbeisz - I certainly can.

Councilman Rahm - I want to make sure Bill is here.

Mayor Geraghty - Ok, we'll table it.

Admin. Hill - We received notice that it's a bonding year for the State. We received notice on Tuesday and it's due tomorrow. There was no time to have a resolution in front of the Council. We put in a couple requests for the I&I issue and to purchase the Maxwell site.

10. ATTORNEY'S REPORT - Nothing to report.

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

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

14. SUPERINTENDENT OF PUBLIC WORKS REPORT - Nothing to report.

15. NEW/OLD BUSINESS

16. ADJOURNMENT

Motion by Geraghty, seconded by Ingemann, to adjourn the regular Council Meeting at 6:22 P.M. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Signed: _____

Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz
Executive Analyst

RESOLUTION NO. 2015-15

A RESOLUTION APPROVING A PREMISE PERMIT FOR COTTAGE GROVE ATHLETIC ASSOCIATION TO OPERATE AT OPINION BREWING COMPANY, 374 21ST STREET, NEWPORT, MN 55055

WHEREAS, The City Council of Newport received an application for Cottage Grove Athletic Association to operate lawful gambling at 374 21st Street, Newport, MN 55055; and

WHEREAS, The State of Minnesota Gambling Regulations require local governmental approval of all premise locations for lawful gambling operations conducted by non-profit organizations; and

WHEREAS, The City Council of Newport has carefully examined the application for lawful gambling to be conducted by the Cottage Grove Athletic Association.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Newport City Council hereby approves of the application for Minnesota Lawful Gambling activities to be conducted at the Opinion Brewing Company, 374 21st Street, Newport, MN 55055 for the period from July 1, 2015 to December 31, 2015.
2. That a copy of this Resolution be sent to Cottage Grove Athletic Association.
3. That the Mayor signs the local government acknowledgement on the premises permit application.
4. That a copy of this Resolution be attached to the Application for Lawful Gambling presented by Cottage Grove Athletic Association.
5. That Cottage Grove Athletic Association will present the City with 25% of its monthly net earnings to the City of Newport, 10% of which will fund City functions and 15% of which will fund community-related functions.

Adopted by this council this 18th day of June, 2015 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator



**City of Newport
City Council Workshop Meeting Minutes
June 18, 2015**

1. ROLL CALL -

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

Council Absent – Bill Sumner,

Staff Present – Deb Hill, City Administrator; Renee Eisenbeisz, Executive Analyst; Fritz Knaak, City Attorney; Sherri Buss, TKDA Planner

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

2. DISCUSSION REGARDING PROPOSED DEVELOPMENT OF CATHERINE DRIVE

Sherri Buss, TKDA Planner, presented on this item as outlined in the June 18, 2015 City Council Workshop meeting. James Hill, Director of Land Acquisition with K. Hovnanian Homes, was also present to discuss the proposal along Catherine Drive. K. Hovnanian Homes would build a Four Seasons Development along Catherine Drive. The Four Seasons Development would be 55-plus development with a community center, pool, etc. and would have 125-135 units. K. Hovnanian has made an offer for the parcel owned by George Reiling. Mr. Hill anticipates building 40 units per year and hopes to have the first round of homes ready by the 2017 Spring Parade of Homes Tour. The City would need to rezone the property to R-2. The City Council directed staff to keep moving forward with Mr. Hill.

3. DISCUSSION REGARDING RECODIFICATION SERVICES

Executive Analyst Eisenbeisz presented on this item as outlined in the June 18, 2015 City Council Workshop meeting. The City Council directed staff to bring an agreement with Municode for the full recodification at the July 16, 2015 City Council meeting for approval.

4. ADJOURNMENT

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz
Executive Analyst

Recurring

Paid Chk# 000475E	FEDERAL TAXES	6/24/2015	\$8,898.74	SS, Med, and Federal
Paid Chk# 000476E	MN REVENUE	6/24/2015	\$1,705.86	State taxes
Paid Chk# 000477E	MSRS	6/24/2015	\$2,675.06	MSRS, HCSP & Vol. retirement
Paid Chk# 000478E	SELECTACCOUNT	6/24/2015	\$1,329.07	HSPA
Paid Chk# 000479E	DELTA DENTAL OF MN	7/1/2015	\$1,237.46	Dental insurance
Paid Chk# 000480E	FEDERAL TAXES	7/9/2015	\$9,064.50	SS, med, and federal
Paid Chk# 000481E	FEDERAL TAXES	7/9/2015	\$772.03	SS, Med and Fed fire and counc
Paid Chk# 000482E	MN REVENUE	7/9/2015	\$1,809.05	State taxes
Paid Chk# 000483E	MN REVENUE	7/9/2015	\$25.23	State taxes fire and council
Paid Chk# 000484E	MSRS	7/9/2015	\$2,775.06	MSRS, HCSP and Vol. Retirement
Paid Chk# 000485E	PSN	7/9/2015	\$39.86	Monthly electronic payment fee
Paid Chk# 000486E	SELECTACCOUNT	7/9/2015	\$1,729.05	HSPA
Paid Chk# 017581	NELSON AUTO CENTER	6/18/2015	\$26,242.95	New police vehicle
Paid Chk# 017582	VEIT & COMPANY INC.	6/18/2015	\$10,500.74	Knauff clean up
Paid Chk# 017583	VERIZON	6/18/2015	\$157.09	
Paid Chk# 017584	XCEL ENERGY	6/18/2015	\$8,305.99	
Paid Chk# 017585	LEAF	6/22/2015	\$580.49	Copier and printer
Paid Chk# 017586	QUALITY FLOW SYSTEMS, INC.	6/22/2015	\$198,171.00	New SCADA system
Paid Chk# 017587	ASSURANT EMPLOYEE BENEFITS	6/25/2015	\$525.06	
Paid Chk# 017588	CENTURY LINK	6/25/2015	\$52.72	3 telephones final payment
Paid Chk# 017589	ING LIFE INSURANCE & ANNUITY	6/25/2015	\$150.00	
Paid Chk# 017590	LAW ENFORCEMENT LABOR SERVICES	6/25/2015	\$235.00	
Paid Chk# 017591	PERA	6/25/2015	\$8,217.03	
Paid Chk# 017592	DEB SCHULZ	6/25/2015	\$50.99	Petty cash
Paid Chk# 017593	JORDAN SKAAR	6/25/2015	\$28.04	Reimbursement
Paid Chk# 017594	VERIZON	6/25/2015	\$370.92	
Paid Chk# 017595	RENEE EISENBEISZ	7/1/2015	\$26.11	Mileage reimbursement
Paid Chk# 017596	Holstad & Knaak, PLC	7/1/2015	\$5,200.00	
Paid Chk# 017597	JORDAN SKAAR	7/1/2015	\$18.80	Rec. supplies
Paid Chk# 017598	DEBORA HILL	7/1/2015	\$545.16	Mileage reimbursement
Paid Chk# 017600	ATOMIC-COLO, LLC	7/9/2015	\$2,059.69	
Paid Chk# 017601	TONY & CAROLYN CADOTTE	7/9/2015	\$77.00	Sale of home over water paymen
Paid Chk# 017602	CENTURY LINK	7/9/2015	\$111.18	Phone lines
Paid Chk# 017603	COMCAST	7/9/2015	\$261.24	
Paid Chk# 017604	DEPT OF EMPLOYMENT & ECON DEV	7/9/2015	\$246.00	Unemployment Petersen
Paid Chk# 017605	MARK GERGEN	7/9/2015	\$348.65	Escrow reimbursement
Paid Chk# 017606	HANCO UTILITIES	7/9/2015	\$127.37	Water meter rental reimburseme
Paid Chk# 017607	ING LIFE INSURANCE & ANNUITY	7/9/2015	\$150.00	
Paid Chk# 017608	INTERNATIONAL UNION OF OP. ENG	7/9/2015	\$627.70	
Paid Chk# 017609	Metropolitan Council	7/9/2015	\$17,175.25	
Paid Chk# 017610	NCPERS MINNESOTA	7/9/2015	\$32.00	
Paid Chk# 017611	ON SITE SANITATION	7/9/2015	\$667.50	Port o potty
Paid Chk# 017612	PERA	7/9/2015	\$8,626.33	
Paid Chk# 017613	SW/WC SERVICES COOPERATIVES	7/9/2015	\$17,653.00	
Paid Chk# 017614	TENNIS SANITATION LLC	7/9/2015	\$163.40	Garbage service city hall and
Paid Chk# 017615	UNITED STATES TREASURY	7/9/2015	\$91.52	
		Staff	\$61,768.21	

Non-recurring

Paid Chk# 017616	Cardmember Services	7/16/2015	\$1,350.99	Credit card
Paid Chk# 017617	COMMERCIAL ASPHALT CO.	7/16/2015	\$211.84	Dura drive
Paid Chk# 017618	COTTAGE GROVE, CITY OF	7/16/2015	\$1,998.58	CPR cards

Paid Chk# 017619	DAKOTA GLASS & GLAZING	7/16/2015	\$215.00 Glass for new door @ fire hall
Paid Chk# 017620	FAIR OFFICE WORLD	7/16/2015	\$57.00 office supplies
Paid Chk# 017621	FERGUSON WATERWORKS #2516	7/16/2015	\$3,663.65 Hydrant parts
Paid Chk# 017622	FLEET ONE LLC	7/16/2015	\$1,638.05 Petrol
Paid Chk# 017623	G & K SERVICES	7/16/2015	\$281.30
Paid Chk# 017624	GERLACH OUTDOOR POWER EQUIP.	7/16/2015	\$9.61 Parts
Paid Chk# 017625	GOPHER STATE ONE-CALL	7/16/2015	\$133.50
Paid Chk# 017626	GRAINGER PARTS	7/16/2015	\$47.43 Supplies
Paid Chk# 017627	HAWKINS	7/16/2015	\$10.00 Chlorine cylinder
Paid Chk# 017628	TOM INGEMANN	7/16/2015	\$473.69 LMC council member to conf.
Paid Chk# 017629	JOHN BARTL HARDWARE	7/16/2015	\$401.10 Supplies
Paid Chk# 017630	KUSTOM SIGNALS, INC.	7/16/2015	\$582.71 Speed trailer repair
Paid Chk# 017631	LEO A. DALY	7/16/2015	\$1,750.00 City Hall/ Police concept
Paid Chk# 017632	LIBERTY NAPA OF NEWPORT	7/16/2015	\$328.54 Parts
Paid Chk# 017633	MENARDS - COTTAGE GROVE	7/16/2015	\$140.05 Lift station repair
Paid Chk# 017634	Metropolitan Council	7/16/2015	\$7,455.00
Paid Chk# 017635	MINNESOTA RURAL WATER ASSOC.	7/16/2015	\$900.00
Paid Chk# 017636	MINUTEMAN PRESS	7/16/2015	\$426.00 Fire letterhead and envelopes
Paid Chk# 017637	MN DEPT OF LABOR AND INDUSTRY	7/16/2015	\$581.55 1/4 building permit surcharge
Paid Chk# 017638	MN PUBLIC FACILITIES AUTHORITY	7/16/2015	\$123,854.85
Paid Chk# 017639	MSA PROFESSIONAL SERVICES, INC	7/16/2015	\$15,415.14 City engineering
Paid Chk# 017640	NEOPOST	7/16/2015	\$628.39 Postage and 1/4 fee
Paid Chk# 017641	NORTHLAND TRUST SERVICES, INC	7/16/2015	\$15,812.50 2011A GO Bond interest and fis
Paid Chk# 017642	RESCUEPAX.COM	7/16/2015	\$300.00 Firefighter training
Paid Chk# 017643	RIVERTOWN MULTIMEDIA	7/16/2015	\$310.43 Notices and ordinance postings
Paid Chk# 017644	CITY OF SAINT PAUL	7/16/2015	\$3,347.59 Install new valve and repair f
Paid Chk# 017645	SO. WASHINGTON CO. BULLETIN	7/16/2015	\$43.00 Library subscription
Paid Chk# 017646	ST. PAUL PARK REFINING CO. LLC	7/16/2015	\$1,453.13
Paid Chk# 017647	STREICHERS	7/16/2015	\$113.94 Police uniforms
Paid Chk# 017648	THUMB THINGS/BUTTON WORKS	7/16/2015	\$282.00 Pioneer Day buttons
Paid Chk# 017649	TKDA	7/16/2015	\$5,885.61 City planning
Paid Chk# 017650	UNIFORMS UNLIMITED, INC.	7/16/2015	\$194.91 Fire Uniforms
Paid Chk# 017651	UNIFORMS UNLIMITED, INC.	7/16/2015	\$99.99 Police uniforms
Paid Chk# 017652	USA INFLATABLES	7/16/2015	\$120.00 Pioneer day
Paid Chk# 017653	WAKOTA CAER	7/16/2015	\$40.00 Luncheon
Paid Chk# 017654	WASHINGTON CTY PROPERTY RECORD	7/16/2015	\$92.00 Resoution filing
Paid Chk# 017655	WASHINGTON CTY PUBLIC SAFETY	7/16/2015	\$1,545.30 Radios
Paid Chk# 017656	WASHINGTON CTY PUBLIC SAFETY	7/16/2015	\$2,781.54 Radios 2nd quarter
Paid Chk# 017657	WASHINGTON CTY SHERIFF	7/16/2015	\$9,578.32 Alerts, records and MDCs
Paid Chk# 017658	WINZER	7/16/2015	\$468.37 Supplies
			\$606,647.70

Cardmember Services

JUL-15

Hanson	Home Depot	Paint	\$ 145.26	yes
	Cummins Npower LLC	Valve needle and float	\$ 45.47	yes
	USPS	Postage	\$ 13.54	yes
Montgomery	OfficeMax	All-in-one printer and ink	\$ 180.98	yes
Eisenbeisz	Target	City hall and library supplies	\$ 25.05	yes
	Dollar Tree	Bucket/handle	\$ 3.00	yes
	Comcast upware	Norton virus	\$ 5.30	yes
	ACT*GTS Land Use Work	Workshop education	\$ 110.00	yes
	Target	Mouse for library computer	\$ 8.56	yes
	Amazon Marketplace	Display stand for city hall	\$ 177.68	yes
Hill	ACT*GTS Land Use Work	2 Workshop education	\$ 205.00	yes
Yokiel	O-Reilly Auto Partsk	Pulse Board	\$ 56.87	yes
	Tractor Supply Co.	Spray gun, valves, adaptors and weed killer	\$ 260.12	yes
Wiley	NFPA Natl. Fire Prot.	Education	\$ 113.95	yes



City of Newport, MN

Financial Status Report

Period ended June 30, 2015

(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

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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.

NEWPORT, MN

07/06/15 9:03 AM

Page 1

***Check Reconciliation©**

**Central Bank
10100 CASH
June 2015**

5000	All \$ in thousands															
4000																
3000																
2000																
1000																
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
2015	4134	3883	3355	3382	3206	2735	0	0	0	0	0	0	0	0	0	

Account Summary

Beginning Balance on	6/1/2015	\$3,316,795.99	Cleared	\$2,739,630.02
+ Receipts/Deposits		\$29,997.78	Statement	\$2,739,630.02
- Payments (Checks and Withdrawals)		\$607,163.75	Difference	\$0.00
Ending Balance as of	6/28/2015	\$2,739,630.02		

Check Book Balance

Active	G 101-10100	GENERAL FUND	-\$539,077.06
Active	G 201-10100	PARKS SPECIAL FUND	\$62,905.46
Active	G 204-10100	HERITAGE PRESERVATIO	\$1,903.70
Active	G 205-10100	RECYCLING	\$12,385.99
Active	G 206-10100	FIRE ENGINE	\$0.00
Active	G 208-10100	BUY FORFEITURE	\$1,307.53
Active	G 225-10100	PIONEER DAY	\$22,575.76
Active	G 270-10100	EDA	\$812,302.04
Active	G 301-10100	2010A G.O. CAPITAL IMP.	\$14,452.14
Active	G 303-10100	2012 STREET NORTH RAV	\$3,248.14
Active	G 305-10100	2013 STREET ASSESSME	\$21,859.92
Active	G 306-10100	2014 STREET ASSESSME	\$348,585.45
Active	G 307-10100	GO TIF 1994B	\$0.00
Active	G 308-10100	CERIFICATES OF INDEBT	\$0.00
Active	G 313-10100	2000B GO IMP BOND	\$0.00
Active	G 315-10100	2002A \$690,000 BOND	\$0.00
Active	G 316-10100	PFA/TRLF REVENUE NOT	\$104,571.35
Active	G 321-10100	2006A EQUIP CERTIFICAT	\$0.00
Active	G 322-10100	2011A GO BONDS	\$103,260.07

Active	G 401-10100	EQUIPMENT REVOLVING	\$258,820.65
Active	G 402-10100	TAX INC DIST 1	\$0.00
Active	G 405-10100	T.H. HWY 61	\$149,000.35
Active	G 409-10100	2013 STREET RECON.	\$94,836.39
Active	G 410-10100	2014 STREET RECON.	\$101,922.39
Active	G 411-10100	BUILDING FUND	\$138,043.39
Active	G 416-10100	4TH AVENUE RAVINE	\$12,775.85
Active	G 417-10100	NORTH RAVINE	\$53,786.73
Active	G 422-10100	2011A UTILITY CAPITAL	\$0.00
Active	G 423-10100	2011A EQUIPMENT CAPIT	\$0.00
Active	G 601-10100	WATER FUND	\$333,174.10
Active	G 602-10100	SEWER FUND	\$570,539.05
Active	G 603-10100	STREET LIGHT FUND	\$30,919.26
Active	G 604-10100	STORM WATER FUND	\$20,663.30
		Cash Balance	\$2,734,761.95

Beginng Balance	\$3,316,795.99	
+ Total Deposits	\$30,206.50	
- Checks Written	\$612,240.54	
		Check Book Balance
		\$2,734,761.95
		Difference
		\$0.00

City of Newport
INVESTMENTS
Jun-15

<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>	
MORGAN STANLEY							
FIRST BANK	12/9/2014	12/11/2015	366	100,000	0.55%	100,091.00	
ORIENTAL B&T	6/30/2015	12/30/2016	546	95,000	80.00%	94,998.10	
AMEX Cent.	7/5/2013	7/5/2016	1,092	120,000	1.10%	120,542.40	
GOLDMAN SACHS	3/18/2015	3/20/2017	730	90,000	0.95%	90,165.60	
BMW CD	6/28/2013	6/28/2017	1,456	125,000	1.30%	125,761.25	
CAPITAL ONE	7/1/2015	1/2/2018	860	95,000	1.35%	95,000.00	
GOLDMAN SACHS	3/18/2015	3/19/2018	1,093	90,000	1.30%	90,053.10	
AMEX Cent.	7/5/2013	7/5/2018	1,820	125,000	1.71%	124,578.75	
SALLIE MAE BANK	11/5/2014	11/5/2018	1,456	129,000	1.85%	129,079.98	
BARCLAYS BANK	7/6/2014	7/23/2019	1,820	125,000	2.11%	125,327.50	
Wells Fargo BK	4/8/2014	4/16/2021	2,548	120,000	1.29%	120,921.60	
Accrued Interest	all CDs above						2,386.05
Sub-total Investments GASB 40						<u><u>1,218,905.33</u></u>	
CENTRAL BANK							
Checking						<u><u>2,739,630.02</u></u>	
Total Cash, Investments and CD's						<u><u>3,958,535.35</u></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.



NEWPORT, MN

*Budget Control Summary

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 %	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
FUND 101 GENERAL FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$2,344,147.00	\$408,507.86	\$1,935,639.14	82.57%	\$0.00	\$2,344,147.00	-\$2,344,147.00	0.59	0.34
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	\$392.78	-\$392.78	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$2,344,147.00	\$408,900.64	\$1,935,246.36	82.56%	\$0.00	\$2,344,147.00	-\$2,344,147.00	0.56	0.32
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$560,000.00	\$440,919.51	\$119,080.49	21.26%	\$0.00	\$560,000.00	-\$560,000.00	0.40	-0.11
DEPT 41000 Administration (GENERAL)	\$269,730.00	\$119,764.68	\$149,965.32	55.60%	\$0.00	\$269,730.00	-\$269,730.00	0.30	-0.46
DEPT 41110 Mayor and Council	\$22,822.00	\$12,237.95	\$10,584.05	46.38%	\$0.00	\$22,822.00	-\$22,822.00	0.44	-0.29
DEPT 41410 Elections	\$1,750.00	\$300.00	\$1,450.00	82.86%	\$0.00	\$1,750.00	-\$1,750.00	0.12	-0.48
DEPT 41600 Professional Services	\$315,500.00	\$201,010.05	\$114,489.95	36.29%	\$0.00	\$315,500.00	-\$315,500.00	0.48	-0.32
DEPT 41910 Planning and Zoning	\$35,438.00	\$15,684.36	\$19,753.64	55.74%	\$0.00	\$35,438.00	-\$35,438.00	0.09	-0.24
DEPT 41940 City Hall Bldg	\$17,350.00	\$12,633.42	\$4,716.58	27.18%	\$0.00	\$17,350.00	-\$17,350.00	0.83	-0.18
DEPT 42000 Police Department(GENERAL)	\$856,400.00	\$387,156.70	\$469,243.30	54.79%	\$0.00	\$856,400.00	-\$856,400.00	0.33	-0.49
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	\$180,936.00	\$49,677.26	\$131,258.74	72.54%	\$0.00	\$180,936.00	-\$180,936.00	0.26	-0.47
DEPT 42280 Fire Stations No. 1	\$10,200.00	\$4,620.30	\$5,579.70	54.70%	\$0.00	\$10,200.00	-\$10,200.00	0.40	-0.60
DEPT 42290 Fire Station No. 2	\$3,000.00	\$1,028.88	\$1,971.12	65.70%	\$0.00	\$3,000.00	-\$3,000.00	0.10	-0.65
DEPT 43000 PW Street (GENERAL)	\$380,395.00	\$126,762.18	\$253,632.82	66.68%	\$0.00	\$380,395.00	-\$380,395.00	0.23	-0.50
DEPT 43100 Public Works Garage	\$17,200.00	\$8,543.03	\$8,656.97	50.33%	\$0.00	\$17,200.00	-\$17,200.00	0.32	-0.68
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	\$5,620.00	\$1,897.33	\$3,722.67	66.24%	\$0.00	\$5,620.00	-\$5,620.00	0.23	-0.43
DEPT 45000 Parks (GENERAL)	\$332,800.00	\$183,664.38	\$149,135.62	44.81%	\$0.00	\$332,800.00	-\$332,800.00	0.29	-0.39
DEPT 45100 Recreation (GENERAL)	\$3,200.00	\$546.92	\$2,653.08	82.91%	\$0.00	\$3,200.00	-\$3,200.00	0.07	-0.37
DEPT 45206 Parks Bldgs. & Warming Houses	\$14,280.00	\$9,464.50	\$4,815.50	33.72%	\$0.00	\$14,280.00	-\$14,280.00	0.45	-0.42
DEPT 45501 Library Bldg	\$24,200.00	\$9,403.39	\$14,796.61	61.14%	\$0.00	\$24,200.00	-\$24,200.00	0.37	-0.63
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	\$800.00	\$147.96	\$652.04	81.51%	\$0.00	\$800.00	-\$800.00	0.06	-0.44
DEPT 49985 Special Contributions	\$750.00	\$82.50	\$667.50	89.00%	\$0.00	\$750.00	-\$750.00	0.11	-0.89
DEPT 49995 Miscellaneous Contingency	\$10,000.00	\$3,753.01	\$6,246.99	62.47%	\$0.00	\$10,000.00	-\$10,000.00	0.19	-0.31
Total Expenditure Accounts	\$3,062,371.00	\$1,589,298.31	\$1,473,072.69	48.10%	\$0.00	\$3,062,371.00	-\$3,062,371.00	0.28	-0.42
Total FUND 101 GENERAL FUND	-\$718,224.00	-\$1,180,397.67	\$462,173.67	-64.35%	\$0.00	-\$718,224.00	\$718,224.00		



NEWPORT, MN

*Budget Control Summary

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$3,644.00	-\$3,644.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$3,644.00	\$3,644.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 205 RECYCLING	\$0.00	-\$12,670.96	\$12,670.96	0.00%	\$0.00	\$0.00	\$0.00		
FUND 206 FIRE ENGINE									
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
Total FUND 206 FIRE ENGINE	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 208 BUY FORFEITURE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$2.13	-\$2.13	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$2.13	-\$2.13	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 208 BUY FORFEITURE	\$0.00	\$2.13	-\$2.13	0.00%	\$0.00	\$0.00	\$0.00		
FUND 225 PIONEER DAY									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$2,408.03	-\$2,408.03	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$2,408.03	-\$2,408.03	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$300.00	-\$300.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$300.00	\$300.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 225 PIONEER DAY	\$0.00	\$2,108.03	-\$2,108.03	0.00%	\$0.00	\$0.00	\$0.00		



NEWPORT, MN

***Budget Control Summary**

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$68,726.45	-\$68,726.45	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$68,726.45	-\$68,726.45	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$86,854.45	-\$86,854.45	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$86,854.45	\$86,854.45	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 305 2013 STREET ASSESSMENT	\$0.00	-\$18,128.00	\$18,128.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 306 2014 STREET ASSESSMENT									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$10,296.60	-\$10,296.60	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$10,296.60	-\$10,296.60	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$50,172.25	-\$50,172.25	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$50,172.25	\$50,172.25	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 306 2014 STREET ASSESSMENT	\$0.00	-\$39,875.65	\$39,875.65	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
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



NEWPORT, MN

*Budget Control Summary

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 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 308 CERIFICATES OF INDEBTEDNES	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 313 2000B GO IMP 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 313 2000B GO IMP BOND	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 315 2002A \$690,000 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	\$0.49	-\$0.49	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.49	\$0.49	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 315 2002A \$690,000 BOND	\$0.00	-\$0.49	\$0.49	0.00%	\$0.00	\$0.00	\$0.00		
FUND 316 PFA/TRLF REVENUE NOTE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$429.07	-\$429.07	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



NEWPORT, MN

*Budget Control Summary

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
Total Revenue Accounts	\$0.00	\$429.07	-\$429.07	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$1,154.85	-\$1,154.85	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$1,154.85	\$1,154.85	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 316 PFA/TRLF REVENUE NOTE	\$0.00	-\$725.78	\$725.78	0.00%	\$0.00	\$0.00	\$0.00		
FUND 321 2006A EQUIP CERTIFICATE									
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 2006A EQUIP CERTIFICATE	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 322 2011A GO BONDS									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$87,542.91	-\$87,542.91	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$87,542.91	-\$87,542.91	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$70,435.00	-\$70,435.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$70,435.00	\$70,435.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 322 2011A GO BONDS	\$0.00	\$17,107.91	-\$17,107.91	0.00%	\$0.00	\$0.00	\$0.00		
FUND 401 EQUIPMENT REVOLVING									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$42,626.20	-\$42,626.20	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



NEWPORT, MN

*Budget Control Summary

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
Total Revenue Accounts	\$0.00	\$42,626.20	-\$42,626.20	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$42,167.95	-\$42,167.95	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$42,167.95	\$42,167.95	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 401 EQUIPMENT REVOLVING	\$0.00	\$458.25	-\$458.25	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	-\$0.23	\$0.23	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	-\$0.23	-\$0.23	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 402 TAX INC DIST 1	\$0.00	\$0.23	-\$0.23	0.00%	\$0.00	\$0.00	\$0.00		
FUND 405 T.H. HWY 61									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$68.42	-\$68.42	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$68.42	-\$68.42	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 405 T.H. HWY 61	\$0.00	\$68.42	-\$68.42	0.00%	\$0.00	\$0.00	\$0.00		
FUND 409 2013 STREET RECON.									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$22.39	-\$22.39	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



NEWPORT, MN

***Budget Control Summary**

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
Total Revenue Accounts	\$0.00	\$22.39	-\$22.39	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$55.00	-\$55.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$55.00	\$55.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 409 2013 STREET RECON.	\$0.00	-\$32.61	\$32.61	0.00%	\$0.00	\$0.00	\$0.00		
FUND 410 2014 STREET RECON.									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$147.76	-\$147.76	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$147.76	-\$147.76	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$47,734.12	-\$47,734.12	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$47,734.12	\$47,734.12	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 410 2014 STREET RECON.	\$0.00	-\$47,586.36	\$47,586.36	0.00%	\$0.00	\$0.00	\$0.00		
FUND 411 BUILDING FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$32,558.74	-\$32,558.74	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$32,558.74	-\$32,558.74	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	-\$0.24	\$0.24	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	-\$0.24	-\$0.24	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 411 BUILDING FUND	\$0.00	\$32,558.98	-\$32,558.98	0.00%	\$0.00	\$0.00	\$0.00		
FUND 416 4TH AVENUE RAVINE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$5.87	-\$5.87	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



NEWPORT, MN

***Budget Control Summary**

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
Total Revenue Accounts	\$0.00	\$5.87	-\$5.87	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 416 4TH AVENUE RAVINE	\$0.00	\$5.87	-\$5.87	0.00%	\$0.00	\$0.00	\$0.00		
FUND 417 NORTH RAVINE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$24.70	-\$24.70	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$24.70	-\$24.70	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 417 NORTH RAVINE	\$0.00	\$24.70	-\$24.70	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	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



NEWPORT, MN

***Budget Control Summary**

Current Period: June 2015

Account Descr	2015 Cumulative Budget	2015 Cumulative Actuals	2015 Cumulative Variance	2015 % Variance	2015 Adopted Budget	2015 Forecast	Variance at Completion	2015 YTD Perf	2015 Est to Complete
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$14.50	-\$14.50	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
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	\$72,765.00	\$29,401.78	\$43,363.22	59.59%	\$0.00	\$72,765.00	-\$72,765.00	0.13	-0.20
Total Revenue Accounts	\$72,765.00	\$29,416.28	\$43,348.72	59.57%	\$0.00	\$72,765.00	-\$72,765.00	0.04	-0.05
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	\$56,452.00	\$22,167.79	\$34,284.21	60.73%	\$0.00	\$56,452.00	-\$56,452.00	0.43	-0.43
Total Expenditure Accounts	\$56,452.00	\$22,167.79	-\$34,284.21	60.73%	\$0.00	\$56,452.00	-\$56,452.00	0.38	-0.37
Total FUND 603 STREET LIGHT FUND	\$16,313.00	\$7,248.49	\$9,064.51	55.57%	\$0.00	\$16,313.00	-\$16,313.00		
FUND 604 STORM WATER FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$8.66	-\$8.66	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49460 Storm Water	\$62,175.00	\$20,178.00	\$41,997.00	67.55%	\$0.00	\$62,175.00	-\$62,175.00	0.06	-0.14
Total Revenue Accounts	\$62,175.00	\$20,186.66	\$41,988.34	67.53%	\$0.00	\$62,175.00	-\$62,175.00	0.04	-0.09
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	\$20,642.00	\$14,708.70	\$5,933.30	28.74%	\$0.00	\$20,642.00	-\$20,642.00	0.23	-0.43
Total Expenditure Accounts	\$20,642.00	\$14,708.70	-\$5,933.30	28.74%	\$0.00	\$20,642.00	-\$20,642.00	0.22	-0.40
Total FUND 604 STORM WATER FUND	\$41,533.00	\$5,477.96	\$36,055.04	86.81%	\$0.00	\$41,533.00	-\$41,533.00		
	-\$744,546.00	-\$1,091,017.11	\$346,471.11	-46.53%	\$0.00	-\$744,546.00	\$744,546.00		

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.



NEWPORT, MN
***Cash Balances**

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Current Period June 2015

Fund	2015 Begin Balance	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance	
				Rec/Disb	Journal Entry			
10100 Central Bank								
101 GENERAL FUND	\$948,686.08	\$426,289.84	\$1,184,894.04	\$0.00	(\$427,727.41)	(\$301,431.53)	(\$539,077.06)	In Bal
201 PARKS SPECIAL F	\$42,456.78	\$550.89	\$102.21	\$0.00	\$20,000.00	\$0.00	\$62,905.46	In Bal
204 HERITAGE PRESE	\$6,583.63	\$1.06	\$13,680.99	\$0.00	\$9,000.00	\$0.00	\$1,903.70	In Bal
205 RECYCLING	\$25,056.95	\$2,012.40	\$3,644.00	\$0.00	(\$11,039.36)	\$0.00	\$12,385.99	In Bal
206 FIRE ENGINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
208 BUY FORFEITURE	\$1,305.40	\$2.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,307.53	In Bal
225 PIONEER DAY	\$20,467.73	\$2,408.03	\$300.00	\$0.00	\$0.00	\$0.00	\$22,575.76	In Bal
270 EDA	\$457,092.66	\$207,848.11	\$33,138.73	\$0.00	\$180,500.00	\$0.00	\$812,302.04	In Bal
301 2010A G.O. CAPIT	\$17,008.72	\$3.42	\$2,560.00	\$0.00	\$0.00	\$0.00	\$14,452.14	In Bal
303 2012 STREET NO	\$3,224.20	\$44.94	\$21.00	\$0.00	\$0.00	\$0.00	\$3,248.14	In Bal
305 2013 STREET ASS	(\$20,316.12)	\$60,323.57	\$86,854.45	\$0.00	\$68,706.92	\$0.00	\$21,859.92	In Bal
306 2014 STREET ASS	\$388,461.10	\$10,296.60	\$87,441.51	\$0.00	\$37,269.26	\$0.00	\$348,585.45	In Bal
307 GO TIF 1994B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
308 CERIFICATES OF I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
313 2000B GO IMP BO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
315 2002A \$690,000 B	\$0.49	\$0.00	\$0.00	\$0.00	(\$0.49)	\$0.00	\$0.00	In Bal
316 PFA/TRLF REVEN	\$105,297.13	\$429.07	\$1,154.85	\$0.00	\$0.00	\$0.00	\$104,571.35	In Bal
321 2006A EQUIP CER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
322 2011A GO BONDS	\$86,152.16	\$25.41	\$70,435.00	\$0.00	\$87,517.50	\$0.00	\$103,260.07	In Bal
401 EQUIPMENT REV	\$258,362.40	\$126.20	\$42,167.95	\$0.00	\$42,500.00	\$0.00	\$258,820.65	In Bal
402 TAX INC DIST 1	(\$0.23)	\$0.00	\$0.00	\$0.00	\$0.23	\$0.00	\$0.00	In Bal
405 T.H. HWY 61	\$148,931.93	\$68.42	\$0.00	\$0.00	\$0.00	\$0.00	\$149,000.35	In Bal
409 2013 STREET REC	\$95,247.00	\$22.39	\$433.00	\$0.00	\$0.00	\$0.00	\$94,836.39	In Bal
410 2014 STREET REC	\$249,521.75	\$147.76	\$110,477.86	\$0.00	(\$37,269.26)	\$0.00	\$101,922.39	In Bal
411 BUILDING FUND	\$110,114.41	\$58.74	\$4,629.76	\$0.00	\$32,500.00	\$0.00	\$138,043.39	In Bal
416 4TH AVENUE RAV	\$12,769.98	\$5.87	\$0.00	\$0.00	\$0.00	\$0.00	\$12,775.85	In Bal
417 NORTH RAVINE	\$53,762.03	\$24.70	\$0.00	\$0.00	\$0.00	\$0.00	\$53,786.73	In Bal
422 2011A UTILITY CA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
423 2011A EQUIPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
601 WATER FUND	\$473,464.74	\$116,452.54	\$207,709.36	\$0.00	\$0.00	(\$49,033.82)	\$333,174.10	In Bal
602 SEWER FUND	\$712,740.83	\$231,146.29	\$324,491.78	\$0.00	\$0.00	(\$48,856.29)	\$570,539.05	In Bal
603 STREET LIGHT FU	\$27,562.77	\$29,416.28	\$22,192.52	\$0.00	\$0.00	(\$3,867.27)	\$30,919.26	In Bal
604 STORM WATER F	\$15,042.34	\$20,186.66	\$8,741.14	\$0.00	(\$1,957.50)	(\$3,867.06)	\$20,663.30	In Bal
	\$4,238,996.86	\$1,107,891.32	\$2,205,070.15	\$0.00	(\$0.11)	(\$407,055.97)	\$2,734,761.95	

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.



NEWPORT, MN

*Revenue Summary

FUND	Description	2015 YTD Budget	June 2015 Amt	2015 YTD Amt	YTD Balance	% of YTD Budget
101	GENERAL FUND	\$2,344,147.00	\$11,497.20	\$408,900.64	\$1,935,246.36	17.44%
201	PARKS SPECIAL FUND	\$0.00	\$5.21	\$20,550.89	-\$20,550.89	0.00%
202	POLICE FORFEITURE FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
204	HERITAGE PRESERVATION C	\$0.00	\$0.16	\$9,001.06	-\$9,001.06	0.00%
205	RECYCLING	\$0.00	\$1.03	-\$9,026.96	\$9,026.96	0.00%
206	FIRE ENGINE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
208	BUY FORFEITURE	\$0.00	\$0.11	\$2.13	-\$2.13	0.00%
225	PIONEER DAY	\$0.00	\$1,911.87	\$2,408.03	-\$2,408.03	0.00%
270	EDA	\$0.00	\$67.28	\$388,348.11	-\$388,348.11	0.00%
301	2010A G.O. CAPITAL IMP. PLA	\$0.00	\$1.20	\$3.42	-\$3.42	0.00%
303	2012 STREET NORTH RAVINE	\$0.00	\$0.27	\$44.94	-\$44.94	0.00%
305	2013 STREET ASSESSMENT	\$0.00	\$1.81	\$68,726.45	-\$68,726.45	0.00%
306	2014 STREET ASSESSMENT	\$0.00	\$28.87	\$10,296.60	-\$10,296.60	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	2000B GO IMP BOND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	2002A \$690,000 BOND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
316	PFA/TRLF REVENUE NOTE	\$0.00	\$8.66	\$429.07	-\$429.07	0.00%
321	2006A EQUIP CERTIFICATE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
322	2011A GO BONDS	\$0.00	\$8.55	\$87,542.91	-\$87,542.91	0.00%
401	EQUIPMENT REVOLVING	\$0.00	\$21.44	\$42,626.20	-\$42,626.20	0.00%
402	TAX INC DIST 1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
405	T.H. HWY 61	\$0.00	\$12.34	\$68.42	-\$68.42	0.00%
409	2013 STREET RECON.	\$0.00	\$7.85	\$22.39	-\$22.39	0.00%
410	2014 STREET RECON.	\$0.00	\$8.44	\$147.76	-\$147.76	0.00%
411	BUILDING FUND	\$0.00	\$11.43	\$32,558.74	-\$32,558.74	0.00%
416	4TH AVENUE RAVINE	\$0.00	\$1.06	\$5.87	-\$5.87	0.00%
417	NORTH RAVINE	\$0.00	\$4.45	\$24.70	-\$24.70	0.00%
422	2011A UTILITY CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
423	2011A EQUIPMENT CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
601	WATER FUND	\$250,385.00	\$2,351.54	\$114,561.92	\$135,823.08	45.75%
602	SEWER FUND	\$404,478.00	\$2,765.53	\$231,146.29	\$173,331.71	57.15%
603	STREET LIGHT FUND	\$72,765.00	\$479.92	\$29,416.28	\$43,348.72	40.43%
604	STORM WATER FUND	\$62,175.00	\$274.65	\$20,186.66	\$41,988.34	32.47%
		\$3,133,950.00	\$19,470.87	\$1,457,992.52	\$1,675,957.48	46.52%

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 emended. 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.



NEWPORT, MN

*Expenditure Summary

FUND	Description	2015 YTD Budget	June 2015 Amt	2015 YTD Amt	Enc Current	YTD Balance	% YTD Budget
101	GENERAL FUND	\$3,062,371.00	\$185,016.14	\$1,589,298.31	\$0.00	\$1,473,072.69	51.90%
201	PARKS SPECIAL FUND	\$0.00	\$0.00	\$0.21	\$0.00	-\$0.21	0.00%
204	HERITAGE PRESERVATION C	\$0.00	\$32.00	\$13,680.99	\$0.00	-\$13,680.99	0.00%
205	RECYCLING	\$0.00	\$1,315.00	\$3,644.00	\$0.00	-\$3,644.00	0.00%
208	BUY FORFEITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
225	PIONEER DAY	\$0.00	\$0.00	\$300.00	\$0.00	-\$300.00	0.00%
270	EDA	\$0.00	\$14,677.82	\$32,027.73	\$0.00	-\$32,027.73	0.00%
301	2010A G.O. CAPITAL IMP. PLA	\$0.00	\$0.00	\$2,560.00	\$0.00	-\$2,560.00	0.00%
303	2012 STREET NORTH RAVINE	\$0.00	\$21.00	\$21.00	\$0.00	-\$21.00	0.00%
305	2013 STREET ASSESSMENT	\$0.00	\$171.00	\$86,854.45	\$0.00	-\$86,854.45	0.00%
306	2014 STREET ASSESSMENT	\$0.00	\$441.00	\$50,172.25	\$0.00	-\$50,172.25	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	2000B GO IMP BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	2002A \$690,000 BOND	\$0.00	\$0.00	\$0.49	\$0.00	-\$0.49	0.00%
316	PFA/TRLF REVENUE NOTE	\$0.00	\$300.00	\$1,154.85	\$0.00	-\$1,154.85	0.00%
321	2006A EQUIP CERTIFICATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
322	2011A GO BONDS	\$0.00	\$0.00	\$70,435.00	\$0.00	-\$70,435.00	0.00%
401	EQUIPMENT REVOLVING	\$0.00	\$26,242.95	\$42,167.95	\$0.00	-\$42,167.95	0.00%
402	TAX INC DIST 1	\$0.00	\$0.00	-\$0.23	\$0.00	\$0.23	0.00%
405	T.H. HWY 61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
409	2013 STREET RECON.	\$0.00	\$0.00	\$55.00	\$0.00	-\$55.00	0.00%
410	2014 STREET RECON.	\$0.00	\$4,634.50	\$47,734.12	\$0.00	-\$47,734.12	0.00%
411	BUILDING FUND	\$0.00	\$0.00	-\$0.24	\$0.00	\$0.24	0.00%
416	4TH AVENUE RAVINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
417	NORTH RAVINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	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	\$299,717.00	\$118,648.28	\$240,345.19	\$0.00	\$59,371.81	80.19%
602	SEWER FUND	\$439,314.00	\$131,351.55	\$331,682.07	\$0.00	\$107,631.93	75.50%
603	STREET LIGHT FUND	\$56,452.00	\$4,118.29	\$22,167.79	\$0.00	\$34,284.21	39.27%
604	STORM WATER FUND	\$20,642.00	\$3,076.18	\$14,708.70	\$0.00	\$5,933.30	71.26%
		\$3,878,496.00	\$490,045.71	\$2,549,009.63	\$0.00	\$1,329,486.37	65.72%

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:

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



NEWPORT, MN

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GL Yearly

Current Period: June 2015

FUND 101 GENERAL FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 101-10100 Cash	\$948,686.08	\$24,048.51	\$198,740.78	\$454,682.66	\$1,942,445.80	(\$539,077.06)
G 101-10200 Petty Cash	\$74.73	\$0.00	\$0.00	\$0.00	\$0.00	\$74.73
G 101-10300 Bond Street Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-10400 Investments	(\$0.48)	\$0.00	\$0.00	\$240,000.00	\$0.00	\$239,999.52
G 101-10401 Northland Securities	\$240,660.26	\$0.00	\$0.00	\$0.00	\$0.00	\$240,660.26
G 101-10402 CDARS/Central Bank	\$0.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.07
G 101-10406 Smith Barney	\$958,241.27	\$0.00	\$0.00	\$0.00	\$0.00	\$958,241.27
G 101-10410 Smith Barney MM	\$1,833.17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,833.17
G 101-10450 Interest Receivable	\$5,312.28	\$0.00	\$0.00	\$0.00	\$0.00	\$5,312.28
G 101-10500 Taxes Receivable-Current	\$13,398.41	\$0.00	\$0.00	\$0.00	\$0.00	\$13,398.41
G 101-10700 Taxes Receivable-Delinquent	\$85,275.12	\$0.00	\$0.00	\$0.00	\$0.00	\$85,275.12
G 101-12300 Special Assess Rec-Deferred	\$622.00	\$0.00	\$0.00	\$0.00	\$0.00	\$622.00
G 101-13100 Due From Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-13200 Due From Other Government	\$3,033.76	\$0.00	\$0.00	\$0.00	\$0.00	\$3,033.76
G 101-15500 Prepaid Items	\$14,769.42	\$0.00	\$0.00	\$0.00	\$14,769.00	\$0.42
Total Asset	\$2,271,906.09	\$24,048.51	\$198,740.78	\$694,682.66	\$1,957,214.80	\$1,009,373.95
Liability						
G 101-20200 Accounts Payable	(\$57,350.25)	\$0.00	\$0.00	\$57,350.00	\$3,731.00	(\$3,731.25)
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	(\$29,642.21)	\$0.00	\$0.00	\$29,642.00	\$0.00	(\$0.21)
G 101-21701 Federal W/H Payable	(\$1,519.71)	\$8,872.93	\$8,872.93	\$59,117.79	\$59,117.79	(\$1,519.71)
G 101-21702 State Withholding Payable	(\$0.45)	\$3,645.71	\$3,645.71	\$24,138.25	\$24,138.25	(\$0.45)
G 101-21703 FICA Tax Withholding	(\$0.47)	\$10,198.88	\$10,198.88	\$48,456.60	\$47,526.60	\$929.53
G 101-21704 PERA	(\$3,323.88)	\$17,129.78	\$17,129.77	\$117,545.68	\$114,221.65	\$0.15
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	(\$418.33)	\$367.00	\$400.00	\$2,343.00	\$2,564.50	(\$639.83)
G 101-21708 United Way	(\$0.45)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.45)
G 101-21709 Medicare	(\$428.48)	\$3,429.06	\$3,429.06	\$18,773.46	\$18,344.46	\$0.52
G 101-21710 Other Deductions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-21711 NPERS - Life	(\$0.50)	\$126.62	\$163.70	\$1,312.88	\$1,094.39	\$217.99
G 101-21712 HSA Employee	(\$0.12)	\$2,391.47	\$2,258.14	\$19,135.07	\$19,001.74	\$133.21
G 101-21713 Dental Family	(\$301.12)	\$471.42	\$235.72	\$2,131.28	\$1,821.32	\$8.84
G 101-21714 LTD Employee	\$0.02	\$324.44	\$335.42	\$2,405.88	\$2,104.35	\$301.55
G 101-21715 MSRS Employee	\$0.24	\$809.98	\$809.98	\$5,439.68	\$5,439.68	\$0.24
G 101-21716 Health Insurance	(\$0.03)	\$439.86	\$651.95	\$4,923.91	\$4,016.41	\$907.47
G 101-21717 MNBA Life Ins.	\$0.42	\$0.00	\$0.00	\$344.76	\$430.95	(\$85.77)
G 101-21719 ING Employee	\$0.42	\$2,396.14	\$2,396.14	\$16,864.91	\$16,864.91	\$0.42
G 101-21720 Online fee payable	\$179.40	\$0.00	\$0.00	\$0.00	\$0.00	\$179.40
G 101-21721 Child Support	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.43
G 101-21722 Cobra Payment	\$0.34	\$6,051.68	\$3,452.24	\$18,070.88	\$15,450.88	\$2,620.34
G 101-21723 Insurance Recovery	\$0.00	\$1,820.84	\$1,820.84	\$1,820.84	\$9,835.63	(\$8,014.79)
G 101-21724 Roth Vol. Ret.-Employee	\$0.00	\$2,444.00	\$2,444.00	\$16,326.00	\$16,326.00	\$0.00
G 101-22100 Escrow	(\$0.47)	\$0.00	\$1,500.00	\$1,985.25	\$3,925.00	(\$1,940.22)
G 101-22101 Library Sales	(\$353.23)	\$3.00	\$5.00	\$61.36	\$99.50	(\$391.37)
G 101-22200 Deferred Revenues	(\$85,897.13)	\$0.00	\$0.00	\$0.00	\$0.00	(\$85,897.13)
Total Liability	(\$179,055.16)	\$60,922.81	\$59,749.48	\$448,189.48	\$366,055.01	(\$96,920.69)
Equity						
G 101-25300 Unreserved Fund Balance	(\$2,092,850.93)	\$192,906.87	\$19,387.93	\$1,699,522.32	\$519,124.65	(\$912,453.26)



NEWPORT, MN

GL Yearly

Current Period: June 2015

FUND 101 GENERAL FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Total Equity	(\$2,092,850.93)	\$192,906.87	\$19,387.93	\$1,699,522.32	\$519,124.65	(\$912,453.26)
Total 101 GENERAL FUND	\$0.00	\$277,878.19	\$277,878.19	\$2,842,394.46	\$2,842,394.46	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 201 PARKS SPECIAL FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 201-10100 Cash	\$42,456.78	\$5.21	\$0.00	\$20,550.89	\$102.21	\$62,905.46
Total Asset	\$42,456.78	\$5.21	\$0.00	\$20,550.89	\$102.21	\$62,905.46
Liability						
G 201-20200 Accounts Payable	(\$102.00)	\$0.00	\$0.00	\$102.00	\$0.00	\$0.00
Total Liability	(\$102.00)	\$0.00	\$0.00	\$102.00	\$0.00	\$0.00
Equity						
G 201-25300 Unreserved Fund Balance	(\$42,354.78)	\$0.00	\$5.21	\$102.21	\$20,652.89	(\$62,905.46)
Total Equity	(\$42,354.78)	\$0.00	\$5.21	\$102.21	\$20,652.89	(\$62,905.46)
Total 201 PARKS SPECIAL FUND	\$0.00	\$5.21	\$5.21	\$20,755.10	\$20,755.10	\$0.00



NEWPORT, MN
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Current Period: June 2015

FUND 204	HERITAGE PRESERVATION COMM	June 2015					Balance
		Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	
Asset							
	G 204-10100 Cash	\$6,583.63	\$0.16	\$32.00	\$9,001.06	\$13,680.99	\$1,903.70
	Total Asset	\$6,583.63	\$0.16	\$32.00	\$9,001.06	\$13,680.99	\$1,903.70
Equity							
	G 204-25300 Unreserved Fund Balance	(\$6,583.63)	\$32.00	\$0.16	\$13,680.99	\$9,001.06	(\$1,903.70)
	Total Equity	(\$6,583.63)	\$32.00	\$0.16	\$13,680.99	\$9,001.06	(\$1,903.70)
Total 204 HERITAGE PRESERVATION COMM		\$0.00	\$32.16	\$32.16	\$22,682.05	\$22,682.05	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 205 RECYCLING

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 205-10100 Cash	\$25,056.95	\$1.03	\$1,315.00	\$2,012.40	\$14,683.36	\$12,385.99
Total Asset	\$25,056.95	\$1.03	\$1,315.00	\$2,012.40	\$14,683.36	\$12,385.99
Equity						
G 205-25300 Unreserved Fund Balance	(\$25,056.95)	\$1,315.00	\$1.03	\$14,683.36	\$2,012.40	(\$12,385.99)
Total Equity	(\$25,056.95)	\$1,315.00	\$1.03	\$14,683.36	\$2,012.40	(\$12,385.99)
Total 205 RECYCLING	\$0.00	\$1,316.03	\$1,316.03	\$16,695.76	\$16,695.76	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 208 BUY FORFEITURE

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 208-10100 Cash	\$1,305.40	\$0.11	\$0.00	\$2.13	\$0.00	\$1,307.53
Total Asset	\$1,305.40	\$0.11	\$0.00	\$2.13	\$0.00	\$1,307.53
Equity						
G 208-25300 Unreserved Fund Balance	(\$1,305.40)	\$0.00	\$0.11	\$0.00	\$2.13	(\$1,307.53)
Total Equity	(\$1,305.40)	\$0.00	\$0.11	\$0.00	\$2.13	(\$1,307.53)
Total 208 BUY FORFEITURE	\$0.00	\$0.11	\$0.11	\$2.13	\$2.13	\$0.00



NEWPORT, MN

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Current Period: June 2015

FUND 225 PIONEER DAY

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 225-10100 Cash	\$20,467.73	\$1,911.87	\$0.00	\$2,408.03	\$300.00	\$22,575.76
Total Asset	\$20,467.73	\$1,911.87	\$0.00	\$2,408.03	\$300.00	\$22,575.76
Liability						
G 225-20200 Accounts Payable	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.03
Total Liability	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.03
Equity						
G 225-25300 Unreserved Fund Balance	(\$20,467.76)	\$0.00	\$1,911.87	\$300.00	\$2,408.03	(\$22,575.79)
Total Equity	(\$20,467.76)	\$0.00	\$1,911.87	\$300.00	\$2,408.03	(\$22,575.79)
Total 225 PIONEER DAY	\$0.00	\$1,911.87	\$1,911.87	\$2,708.03	\$2,708.03	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 270 EDA

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 270-10100 Cash	\$457,092.66	\$67.28	\$14,677.82	\$388,450.27	\$33,240.89	\$812,302.04
G 270-10500 Taxes Receivable-Current	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$457,092.66	\$67.28	\$14,677.82	\$388,450.27	\$33,240.89	\$812,302.04
Liability						
G 270-20200 Accounts Payable	(\$1,110.93)	\$0.00	\$0.00	\$1,111.00	\$0.00	\$0.07
Total Liability	(\$1,110.93)	\$0.00	\$0.00	\$1,111.00	\$0.00	\$0.07
Equity						
G 270-25300 Unreserved Fund Balance	(\$455,981.73)	\$14,677.82	\$67.28	\$33,240.89	\$389,561.27	(\$812,302.11)
Total Equity	(\$455,981.73)	\$14,677.82	\$67.28	\$33,240.89	\$389,561.27	(\$812,302.11)
Total 270 EDA	\$0.00	\$14,745.10	\$14,745.10	\$422,802.16	\$422,802.16	\$0.00



NEWPORT, MN
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Current Period: June 2015

FUND 301 2010A G.O. CAPITAL IMP. PLAN	June 2015					
	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 301-10100 Cash	\$17,008.72	\$1.20	\$0.00	\$3.42	\$2,560.00	\$14,452.14
G 301-10500 Taxes Receivable-Current	\$864.00	\$0.00	\$0.00	\$0.00	\$0.00	\$864.00
Total Asset	\$17,872.72	\$1.20	\$0.00	\$3.42	\$2,560.00	\$15,316.14
Equity						
G 301-25300 Unreserved Fund Balance	(\$17,872.72)	\$0.00	\$1.20	\$2,560.00	\$3.42	(\$15,316.14)
Total Equity	(\$17,872.72)	\$0.00	\$1.20	\$2,560.00	\$3.42	(\$15,316.14)
Total 301 2010A G.O. CAPITAL IMP. PLAN	\$0.00	\$1.20	\$1.20	\$2,563.42	\$2,563.42	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 303 2012 STREET NORTH RAVINE

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 303-10100 Cash	\$3,224.20	\$0.27	\$21.00	\$44.94	\$21.00	\$3,248.14
G 303-10400 Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 303-10450 Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$3,224.20	\$0.27	\$21.00	\$44.94	\$21.00	\$3,248.14
Equity						
G 303-25300 Unreserved Fund Balance	(\$3,224.20)	\$21.00	\$0.27	\$21.00	\$44.94	(\$3,248.14)
Total Equity	(\$3,224.20)	\$21.00	\$0.27	\$21.00	\$44.94	(\$3,248.14)
Total 303 2012 STREET NORTH RAVINE	\$0.00	\$21.27	\$21.27	\$65.94	\$65.94	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 305 2013 STREET ASSESSMENT

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 305-10100 Cash	(\$20,316.12)	\$1.81	\$171.00	\$151,410.79	\$109,234.75	\$21,859.92
G 305-10400 Investments	\$60,240.00	\$0.00	\$0.00	\$0.00	\$60,000.00	\$240.00
G 305-10450 Interest Receivable	(\$0.19)	\$0.00	\$0.00	\$0.00	\$304.04	(\$304.23)
Total Asset	\$39,923.69	\$1.81	\$171.00	\$151,410.79	\$169,538.79	\$21,795.69
Liability						
G 305-22200 Deferred Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Liability	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equity						
G 305-25300 Unreserved Fund Balance	(\$39,923.69)	\$171.00	\$1.81	\$109,234.75	\$91,106.75	(\$21,795.69)
Total Equity	(\$39,923.69)	\$171.00	\$1.81	\$109,234.75	\$91,106.75	(\$21,795.69)
Total 305 2013 STREET ASSESSMENT	\$0.00	\$172.81	\$172.81	\$260,645.54	\$260,645.54	\$0.00



NEWPORT, MN

GL Yearly

Current Period: June 2015

FUND 306 2014 STREET ASSESSMENT

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 306-10100 Cash	\$388,461.10	\$28.87	\$441.00	\$150,405.28	\$190,280.93	\$348,585.45
G 306-10400 Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 306-10450 Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 306-10500 Taxes Receivable-Current	(\$504.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$504.00)
G 306-12300 Special Assess Rec-Deferred	\$699,623.00	\$0.00	\$0.00	\$0.00	\$0.00	\$699,623.00
Total Asset	\$1,087,580.10	\$28.87	\$441.00	\$150,405.28	\$190,280.93	\$1,047,704.45
Liability						
G 306-22200 Deferred Revenues	(\$699,623.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$699,623.00)
Total Liability	(\$699,623.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$699,623.00)
Equity						
G 306-25300 Unreserved Fund Balance	(\$387,957.10)	\$441.00	\$28.87	\$190,280.93	\$150,405.28	(\$348,081.45)
Total Equity	(\$387,957.10)	\$441.00	\$28.87	\$190,280.93	\$150,405.28	(\$348,081.45)
Total 306 2014 STREET ASSESSMENT	\$0.00	\$469.87	\$469.87	\$340,686.21	\$340,686.21	\$0.00



NEWPORT, MN
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FUND 315 2002A \$690,000 BOND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 315-10100 Cash	\$0.49	\$0.00	\$0.00	\$0.00	\$0.49	\$0.00
Total Asset	\$0.49	\$0.00	\$0.00	\$0.00	\$0.49	\$0.00
Equity						
G 315-25300 Unreserved Fund Balance	(\$0.49)	\$0.00	\$0.00	\$0.49	\$0.00	\$0.00
Total Equity	(\$0.49)	\$0.00	\$0.00	\$0.49	\$0.00	\$0.00
Total 315 2002A \$690,000 BOND	\$0.00	\$0.00	\$0.00	\$0.49	\$0.49	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 316 PFA/TRLF REVENUE NOTE

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 316-10100 Cash	\$105,297.13	\$8.66	\$300.00	\$429.07	\$1,154.85	\$104,571.35
G 316-12100 SA Recievable -Current	\$582.28	\$0.00	\$0.00	\$0.00	\$0.00	\$582.28
G 316-12200 Special Assess Rec-Delinque	\$11,812.12	\$0.00	\$0.00	\$0.00	\$0.00	\$11,812.12
G 316-12300 Special Assess Rec-Deferred	\$18,059.68	\$0.00	\$0.00	\$0.00	\$0.00	\$18,059.68
Total Asset	\$135,751.21	\$8.66	\$300.00	\$429.07	\$1,154.85	\$135,025.43
Liability						
G 316-22200 Deferred Revenues	(\$29,871.80)	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,871.80)
Total Liability	(\$29,871.80)	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,871.80)
Equity						
G 316-25300 Unreserved Fund Balance	(\$105,879.41)	\$300.00	\$8.66	\$1,154.85	\$429.07	(\$105,153.63)
Total Equity	(\$105,879.41)	\$300.00	\$8.66	\$1,154.85	\$429.07	(\$105,153.63)
Total 316 PFA/TRLF REVENUE NOTE	\$0.00	\$308.66	\$308.66	\$1,583.92	\$1,583.92	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 322 2011A GO BONDS

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 322-10100 Cash	\$86,152.16	\$8.55	\$0.00	\$87,542.91	\$70,435.00	\$103,260.07
G 322-10500 Taxes Receivable-Current	\$616.00	\$0.00	\$0.00	\$0.00	\$0.00	\$616.00
Total Asset	\$86,768.16	\$8.55	\$0.00	\$87,542.91	\$70,435.00	\$103,876.07
Equity						
G 322-25300 Unreserved Fund Balance	(\$86,768.16)	\$0.00	\$8.55	\$70,435.00	\$87,542.91	(\$103,876.07)
Total Equity	(\$86,768.16)	\$0.00	\$8.55	\$70,435.00	\$87,542.91	(\$103,876.07)
Total 322 2011A GO BONDS	\$0.00	\$8.55	\$8.55	\$157,977.91	\$157,977.91	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 401 EQUIPMENT REVOLVING

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 401-10100 Cash	\$258,362.40	\$21.44	\$26,242.95	\$42,626.20	\$42,167.95	\$258,820.65
Total Asset	\$258,362.40	\$21.44	\$26,242.95	\$42,626.20	\$42,167.95	\$258,820.65
Equity						
G 401-25300 Unreserved Fund Balance	(\$258,362.40)	\$26,242.95	\$21.44	\$42,167.95	\$42,626.20	(\$258,820.65)
Total Equity	(\$258,362.40)	\$26,242.95	\$21.44	\$42,167.95	\$42,626.20	(\$258,820.65)
Total 401 EQUIPMENT REVOLVING	\$0.00	\$26,264.39	\$26,264.39	\$84,794.15	\$84,794.15	\$0.00



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Current Period: June 2015

FUND 402 TAX INC DIST 1

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 402-10100 Cash	(\$0.23)	\$0.00	\$0.00	\$0.23	\$0.00	\$0.00
G 402-10500 Taxes Receivable-Current	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.44
G 402-10700 Taxes Receivable-Delinquent	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.02
G 402-12100 SA Recievable -Current	\$0.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.07
G 402-12200 Special Assess Rec-Delinque	\$0.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.06
Total Asset	\$0.36	\$0.00	\$0.00	\$0.23	\$0.00	\$0.59
Liability						
G 402-22200 Deferred Revenues	(\$0.02)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.02)
Total Liability	(\$0.02)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.02)
Equity						
G 402-25300 Unreserved Fund Balance	(\$0.34)	\$0.00	\$0.00	\$0.00	\$0.23	(\$0.57)
Total Equity	(\$0.34)	\$0.00	\$0.00	\$0.00	\$0.23	(\$0.57)
Total 402 TAX INC DIST 1	\$0.00	\$0.00	\$0.00	\$0.23	\$0.23	\$0.00



NEWPORT, MN
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Current Period: June 2015

FUND 405 T.H. HWY 61

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 405-10100 Cash	\$148,931.93	\$12.34	\$0.00	\$68.42	\$0.00	\$149,000.35
G 405-13200 Due From Other Government	(\$0.18)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.18)
Total Asset	\$148,931.75	\$12.34	\$0.00	\$68.42	\$0.00	\$149,000.17
Equity						
G 405-25300 Unreserved Fund Balance	(\$148,931.75)	\$0.00	\$12.34	\$0.00	\$68.42	(\$149,000.17)
Total Equity	(\$148,931.75)	\$0.00	\$12.34	\$0.00	\$68.42	(\$149,000.17)
Total 405 T.H. HWY 61	\$0.00	\$12.34	\$12.34	\$68.42	\$68.42	\$0.00



NEWPORT, MN
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Current Period: June 2015

FUND 409 2013 STREET RECON.

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 409-10100 Cash	\$95,247.00	\$7.85	\$0.00	\$22.39	\$433.00	\$94,836.39
G 409-10400 Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 409-10406 Smith Barney	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 409-10450 Interest Receivable	(\$913.55)	\$0.00	\$0.00	\$0.00	\$0.00	(\$913.55)
G 409-12300 Special Assess Rec-Deferred	\$249,717.00	\$0.00	\$0.00	\$0.00	\$0.00	\$249,717.00
Total Asset	\$344,050.45	\$7.85	\$0.00	\$22.39	\$433.00	\$343,639.84
Liability						
G 409-20200 Accounts Payable	(\$378.00)	\$0.00	\$0.00	\$378.00	\$0.00	\$0.00
G 409-22200 Deferred Revenues	(\$249,717.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$249,717.00)
Total Liability	(\$250,095.00)	\$0.00	\$0.00	\$378.00	\$0.00	(\$249,717.00)
Equity						
G 409-25300 Unreserved Fund Balance	(\$93,955.45)	\$0.00	\$7.85	\$433.00	\$400.39	(\$93,922.84)
Total Equity	(\$93,955.45)	\$0.00	\$7.85	\$433.00	\$400.39	(\$93,922.84)
Total 409 2013 STREET RECON.	\$0.00	\$7.85	\$7.85	\$833.39	\$833.39	\$0.00



NEWPORT, MN
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Current Period: June 2015

FUND 410 2014 STREET RECON.

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 410-10100 Cash	\$249,521.75	\$8.44	\$4,634.50	\$53,809.56	\$201,408.92	\$101,922.39
G 410-10400 Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 410-10450 Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$249,521.75	\$8.44	\$4,634.50	\$53,809.56	\$201,408.92	\$101,922.39
Liability						
G 410-20200 Accounts Payable	(\$100,013.00)	\$0.00	\$0.00	\$100,013.00	\$0.00	\$0.00
Total Liability	(\$100,013.00)	\$0.00	\$0.00	\$100,013.00	\$0.00	\$0.00
Equity						
G 410-25300 Unreserved Fund Balance	(\$149,508.75)	\$4,634.50	\$8.44	\$201,408.92	\$153,822.56	(\$101,922.39)
Total Equity	(\$149,508.75)	\$4,634.50	\$8.44	\$201,408.92	\$153,822.56	(\$101,922.39)
Total 410 2014 STREET RECON.	\$0.00	\$4,642.94	\$4,642.94	\$355,231.48	\$355,231.48	\$0.00



NEWPORT, MN

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Current Period: June 2015

FUND 411 BUILDING FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 411-10100 Cash	\$110,114.41	\$11.43	\$0.00	\$32,558.74	\$4,629.76	\$138,043.39
Total Asset	\$110,114.41	\$11.43	\$0.00	\$32,558.74	\$4,629.76	\$138,043.39
Liability						
G 411-20200 Accounts Payable	(\$4,630.00)	\$0.00	\$0.00	\$4,630.00	\$0.00	\$0.00
Total Liability	(\$4,630.00)	\$0.00	\$0.00	\$4,630.00	\$0.00	\$0.00
Equity						
G 411-25300 Unreserved Fund Balance	(\$105,484.41)	\$0.00	\$11.43	\$4,629.76	\$37,188.74	(\$138,043.39)
Total Equity	(\$105,484.41)	\$0.00	\$11.43	\$4,629.76	\$37,188.74	(\$138,043.39)
Total 411 BUILDING FUND	\$0.00	\$11.43	\$11.43	\$41,818.50	\$41,818.50	\$0.00



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Current Period: June 2015

FUND 416 4TH AVENUE RAVINE

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 416-10100 Cash	\$12,769.98	\$1.06	\$0.00	\$5.87	\$0.00	\$12,775.85
G 416-13200 Due From Other Government	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.47
Total Asset	\$12,770.45	\$1.06	\$0.00	\$5.87	\$0.00	\$12,776.32
Liability						
G 416-20700 Due to Other Funds	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
Total Liability	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
Equity						
G 416-25300 Unreserved Fund Balance	(\$12,770.70)	\$0.00	\$1.06	\$0.00	\$5.87	(\$12,776.57)
Total Equity	(\$12,770.70)	\$0.00	\$1.06	\$0.00	\$5.87	(\$12,776.57)
Total 416 4TH AVENUE RAVINE	\$0.00	\$1.06	\$1.06	\$5.87	\$5.87	\$0.00



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FUND 417 NORTH RAVINE

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 417-10100 Cash	\$53,762.03	\$4.45	\$0.00	\$24.70	\$0.00	\$53,786.73
G 417-12300 Special Assess Rec-Deferred	\$18,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,762.00
G 417-13200 Due From Other Government	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$72,524.03	\$4.45	\$0.00	\$24.70	\$0.00	\$72,548.73
Liability						
G 417-20200 Accounts Payable	\$0.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.18
G 417-20700 Due to Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 417-22200 Deferred Revenues	(\$18,762.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$18,762.00)
Total Liability	(\$18,761.82)	\$0.00	\$0.00	\$0.00	\$0.00	(\$18,761.82)
Equity						
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	(\$53,762.46)	\$0.00	\$4.45	\$0.00	\$24.70	(\$53,787.16)
Total Equity	(\$53,762.21)	\$0.00	\$4.45	\$0.00	\$24.70	(\$53,786.91)
Total 417 NORTH RAVINE	\$0.00	\$4.45	\$4.45	\$24.70	\$24.70	\$0.00



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FUND 423 2011A EQUIPMENT CAPITAL

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 423-10100 Cash	\$0.00	\$0.00	\$0.00	\$15,925.00	\$15,925.00	\$0.00
Total Asset	\$0.00	\$0.00	\$0.00	\$15,925.00	\$15,925.00	\$0.00
Equity						
G 423-25300 Unreserved Fund Balance	\$0.00	\$0.00	\$0.00	\$15,925.00	\$15,925.00	\$0.00
Total Equity	\$0.00	\$0.00	\$0.00	\$15,925.00	\$15,925.00	\$0.00
Total 423 2011A EQUIPMENT CAPITAL	\$0.00	\$0.00	\$0.00	\$31,850.00	\$31,850.00	\$0.00



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Current Period: June 2015

FUND 601 WATER FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 601-10100 Cash	\$473,464.74	\$2,751.45	\$118,787.13	\$128,583.85	\$268,874.49	\$333,174.10
G 601-11500 Accounts Receivable	\$58,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,158.00
G 601-12300 Special Assess Rec-Deferred	\$868.38	\$0.00	\$0.00	\$0.00	\$0.00	\$868.38
G 601-15500 Prepaid Items	\$774.13	\$0.00	\$0.00	\$0.00	\$774.00	\$0.13
G 601-16100 Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$2,962,267.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,962,267.40
G 601-16400 Equipment	\$294,264.08	\$0.00	\$0.00	\$0.00	\$0.00	\$294,264.08
G 601-16410 Accumulated dep. Equip.	(\$1,864,487.19)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,864,487.19)
G 601-16500 Construction in Progress	\$282,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,000.00
G 601-21720 Online fee payable	(\$253.71)	\$98.67	\$29.90	\$723.58	\$657.80	(\$187.93)
G 601-26100 Contributions From City	(\$0.15)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.15)
Total Asset	\$2,330,346.68	\$2,850.12	\$118,817.03	\$129,307.43	\$270,306.29	\$2,189,347.82
Liability						
G 601-20200 Accounts Payable	(\$13,345.33)	\$0.00	\$0.00	\$13,345.00	\$0.00	(\$0.33)
G 601-21500 Accrued Interest Payable	(\$5,855.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$5,855.00)
G 601-21600 Accrued Wages & Salaries P	(\$13,902.09)	\$0.00	\$0.00	\$2,807.00	\$0.00	(\$11,095.09)
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	(\$204.28)	\$0.00	\$0.00	\$204.00	\$0.00	(\$0.28)
G 601-21704 PERA	(\$173.92)	\$0.00	\$0.00	\$174.00	\$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	(\$40.78)	\$0.00	\$0.00	\$41.00	\$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	(\$302.12)	\$0.00	\$0.00	\$0.00	\$0.00	(\$302.12)
G 601-22510 General Obligation Bonds Pa	(\$502,600.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$502,600.00)
G 601-99999 Utility Overpayments	\$0.21	\$40.18	\$370.01	\$1,938.62	\$3,294.03	(\$1,355.20)
Total Liability	(\$536,423.94)	\$40.18	\$370.01	\$18,509.62	\$3,294.03	(\$521,208.35)
Equity						
G 601-25300 Unreserved Fund Balance	(\$1,793,922.74)	\$118,648.28	\$2,351.54	\$266,986.29	\$141,203.02	(\$1,668,139.47)
Total Equity	(\$1,793,922.74)	\$118,648.28	\$2,351.54	\$266,986.29	\$141,203.02	(\$1,668,139.47)
Total 601 WATER FUND	\$0.00	\$121,538.58	\$121,538.58	\$414,803.34	\$414,803.34	\$0.00



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FUND 602 SEWER FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 602-10100 Cash	\$712,740.83	\$2,765.53	\$131,351.55	\$248,476.65	\$390,678.43	\$570,539.05
G 602-11500 Accounts Receivable	\$92,956.40	\$0.00	\$0.00	\$0.00	\$0.00	\$92,956.40
G 602-12300 Special Assess Rec-Deferred	\$868.30	\$0.00	\$0.00	\$0.00	\$0.00	\$868.30
G 602-13100 Due From Other Funds	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29
G 602-15500 Prepaid Items	\$774.13	\$0.00	\$0.00	\$0.00	\$774.00	\$0.13
G 602-16100 Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 602-16200 Building and Improvements	\$417,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$417,170.00
G 602-16300 Improvements other building	\$1,950,830.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950,830.15
G 602-16400 Equipment	\$56,342.75	\$0.00	\$0.00	\$0.00	\$0.00	\$56,342.75
G 602-16410 Accumulated dep. Equip.	(\$1,266,438.22)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,266,438.22)
G 602-16500 Construction in Progress	\$470,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$470,000.00
G 602-26100 Contributions From City	(\$0.36)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.36)
Total Asset	\$2,435,244.27	\$2,765.53	\$131,351.55	\$248,476.65	\$391,452.43	\$2,292,268.49
Liability						
G 602-20200 Accounts Payable	(\$39,092.70)	\$0.00	\$0.00	\$39,093.00	\$0.00	\$0.30
G 602-21500 Accrued Interest Payable	(\$8,467.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,467.00)
G 602-21600 Accrued Wages & Salaries P	(\$14,008.24)	\$0.00	\$0.00	\$2,913.00	\$0.00	(\$11,095.24)
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	(\$181.28)	\$0.00	\$0.00	\$181.00	\$0.00	(\$0.28)
G 602-21704 PERA	(\$211.00)	\$0.00	\$0.00	\$211.00	\$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	(\$41.75)	\$0.00	\$0.00	\$42.00	\$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	(\$754,400.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$754,400.00)
Total Liability	(\$816,401.88)	\$0.00	\$0.00	\$42,440.00	\$0.00	(\$773,961.88)
Equity						
G 602-25300 Unreserved Fund Balance	(\$1,618,842.39)	\$131,351.55	\$2,765.53	\$391,452.43	\$290,916.65	(\$1,518,306.61)
Total Equity	(\$1,618,842.39)	\$131,351.55	\$2,765.53	\$391,452.43	\$290,916.65	(\$1,518,306.61)
Total 602 SEWER FUND	\$0.00	\$134,117.08	\$134,117.08	\$682,369.08	\$682,369.08	\$0.00



NEWPORT, MN
GL Yearly

Current Period: June 2015

FUND 603 STREET LIGHT FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 603-10100 Cash	\$27,562.77	\$2,179.92	\$5,818.29	\$31,256.12	\$27,899.63	\$30,919.26
G 603-11500 Accounts Receivable	\$15,580.47	\$0.00	\$0.00	\$0.00	\$0.00	\$15,580.47
G 603-12200 Special Assess Rec-Delinque	(\$0.24)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.24)
G 603-15500 Prepaid Items	\$77.00	\$0.00	\$0.00	\$0.00	\$77.00	\$0.00
Total Asset	\$43,220.00	\$2,179.92	\$5,818.29	\$31,256.12	\$27,976.63	\$46,499.49
Liability						
G 603-20200 Accounts Payable	(\$3,969.24)	\$0.00	\$0.00	\$3,969.00	\$0.00	(\$0.24)
G 603-20700 Due to Other Funds	(\$0.48)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.48)
Total Liability	(\$3,969.72)	\$0.00	\$0.00	\$3,969.00	\$0.00	(\$0.72)
Equity						
G 603-25300 Unreserved Fund Balance	(\$39,250.28)	\$5,818.29	\$2,179.92	\$27,976.63	\$35,225.12	(\$46,498.77)
Total Equity	(\$39,250.28)	\$5,818.29	\$2,179.92	\$27,976.63	\$35,225.12	(\$46,498.77)
Total 603 STREET LIGHT FUND	\$0.00	\$7,998.21	\$7,998.21	\$63,201.75	\$63,201.75	\$0.00



NEWPORT, MN

GL Yearly

Current Period: June 2015

FUND 604 STORM WATER FUND

June 2015

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 604-10100 Cash	\$15,042.34	\$1,974.65	\$4,776.18	\$28,482.84	\$22,861.88	\$20,663.30
G 604-11500 Accounts Receivable	\$8,712.80	\$0.00	\$0.00	\$0.00	\$0.00	\$8,712.80
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	\$31,448.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,448.00
G 604-15500 Prepaid Items	\$143.00	\$0.00	\$0.00	\$0.00	\$143.00	\$0.00
G 604-16500 Construction in Progress	\$188,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188,000.00
Total Asset	\$243,346.07	\$1,974.65	\$4,776.18	\$28,482.84	\$23,004.88	\$248,824.03
Liability						
G 604-20200 Accounts Payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 604-20700 Due to Other Funds	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.19
G 604-21500 Accrued Interest Payable	(\$1,717.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,717.00)
G 604-22510 General Obligation Bonds Pa	(\$188,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$188,000.00)
Total Liability	(\$189,716.81)	\$0.00	\$0.00	\$0.00	\$0.00	(\$189,716.81)
Equity						
G 604-25300 Unreserved Fund Balance	(\$53,629.26)	\$4,776.18	\$1,974.65	\$23,004.88	\$28,482.84	(\$59,107.22)
Total Equity	(\$53,629.26)	\$4,776.18	\$1,974.65	\$23,004.88	\$28,482.84	(\$59,107.22)
Total 604 STORM WATER FUND	\$0.00	\$6,750.83	\$6,750.83	\$51,487.72	\$51,487.72	\$0.00
Report Total	\$0.00	\$598,220.19	\$598,220.19	\$5,818,051.75	\$5,818,051.75	\$0.00

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

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

TITLE

AN ORDINANCE AMENDING SECTION 1330 (GENERAL DISTRICT REGULATIONS) OF THE
ZONING ORDINANCE OF THE CITY OF NEWPORT

SUMMARY

This ordinance amends Section 811.07(E), 1330 (General District Regulations), and 1390 (Alternative Energy Systems) of the City's Zoning Ordinance as adopted by Ordinance on June 6, 2002 and subsequently amended, which contains the following sections:

1330.01	DISTRICT CLASSIFICATION
1330.02	ZONING MAP
1330.03	BOUNDARY LINES
1330.04	USES
1330.05	PERFORMANCE STANDARDS
1330.06	OFF-STREET PARKING AND DRIVEWAYS

PURPOSE AND INTENT

The ordinance is adopted for the following purposes:

1. To consolidate all of the requirements for off-street parking areas and driveways in one section of the Zoning Ordinance;
2. To update the performance standards for off-street parking areas and driveways in the ordinance;
3. To update the ordinance to be consistent with the current standards in the City's Public Works Design Manual.

COMPLIANCE AND ENFORCEMENT

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

AVAILABILITY OF FULL TEXT

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

Ordinance adopted and summary approved for publication by the City Council of the City of Newport, this 18th day of June, 2015.

Tim Gerarghty, Mayor

ATTEST:

Deb Hill, Administrator/Clerk



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: July 1, 2015

SUBJECT: Approving Municode Proposal for Recodification and Online Hosting

BACKGROUND

At its June 18, 2015 Workshop meeting, the City Council directed staff to bring forward the Municode proposal for recodification and online hosting of the City Code for approval at the July 16, 2015 meeting. The costs of the proposal are below:

Municode	Full Recodification
Recodification (Legal review, recommendations, and codification)	\$7,650
Edits - In print and online	\$18 per page
One-time cost	\$7,650
Estimated Annual costs	\$1,409
Hosting	\$545 per year*
Edits	\$864**

*First year is free with Municode. \$545 includes the hosting fee (\$395) and the additional search feature CodeBank (\$150).

**Includes editing 48 pages, which is the average for the last five years

Please note that the first year of hosting is free. Additionally, Municode will provide the City with all of its online services listed under "A la carte pricing" on page 6 of its proposal for free the first year to test out.

The recodification process will take between 9 months to 1 year to complete and the payments will be split into four different parts:

- Execution of Agreement - \$2,960
- Submission of the Legal Memorandum - \$2,115
- Submission of the Draft Code - \$2,115
- Delivery - Remaining Balance

RECOMMENDATION

It is recommended that the City Council approve the proposal from Municode for recodification and online hosting services.



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

May 1, 2015

Ms. Renee Eisenbeisz
Executive Analyst
City of Newport
596 7th Avenue
Newport, MN 55055

Sent via: reisenbeisz@newportmn.com

Ms. Eisenbeisz:

Thank you for recently speaking with our Sales Representative, Tracy Stevanov, and expressing interest in utilizing Municode for recodification and supplementation services. We have reviewed the City's code and are pleased to submit the following information to the City of Newport for recodification services.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work will be completed by our experienced team of in-house attorneys.

Experience. With over 3,700 customers in all 50 states, we are the most trusted and experienced codifier of local government codes in the nation. Our team of attorneys has an average of over 20 years of codification experience. With over 180 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 64 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over eight years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 64 years and have worked for decades serving the biggest and most advanced municipalities in the nation, as well as 57 clients located in Minnesota. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams, over 35 legal editors and over 20 legal proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. In order to do so, we will establish a routine meeting schedule with you. Your Municode representative, James Bonneville, is able to meet with you in person anytime. James can also provide onsite training or host webinars throughout the term of the contract. Tracy Stevanov or Steffanie Rasmussen will serve as your internal customer service "go to" person.

Your Representative. Municode's Mid-West Regional Sales Representative, James Bonneville, is located in Stillwater, Minnesota. He is available to answer questions and meet with you, as needed. James worked in state government, lobbying and governmental sales for over 13 years. James has been a part of Municode/MCCi since 2009. He regularly attends the Minnesota Municipal League Conference, Clerks Conference and IIMC Conference. James is supported by our entire team in Tallahassee. Municode's Mid-West Inside Sales Representative, Tracy Stevanov, is located in Tampa, FL. She works hand in hand with James Bonneville to ensure that our clients are well taken care of. She is available to answer questions or schedule a meeting with you as needed.

Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you will receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with our Regional Sales Representative, James Bonneville, or Tracy. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,



W. Eric Grant
President

WEG/ll
Enc.
Cc: James Bonneville, Mid-West Regional Sales Representative
JBonneville@municode.com
(651) 262-6262
Tracy Stevanov, Mid-West Inside Sales Representative
tracy@municode.com
(800) 262-2633 ext. 1383

Executive Summary

We would like to propose the following option for your consideration. For further details on the project, please see page 4.

Recodification, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

🔒 Recodification	\$7,650¹
🔒 Supplementation.....	\$18 per page
🔒 Online hosting and support	1st year free, then \$395²
🔒 Timeline	8-12 months

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- 🔒 A full-time, Municode attorney will legally review the code, not just a code editor;
- 🔒 The recodification base cost of **\$7,650** is based on a **530 page, single column code**;
- 🔒 Supplement charges - **single column per page rate of \$18**;
- 🔒 The **online code is free for the first year** and then **only \$395** for our basic service or only **\$995 for the bundled MyMunicode package!**
- 🔒 Municode **does not** charge an extra fee for posting supplements online.
- 🔒 Municode **does not** charge an extra fee for printing your supplement pages.

The supplement page rate is \$18 for single column (including printing and posting each supplement on line). Some companies might have quoted you a double column price or **no supplement rate at all**. Please double check this when comparing responses.

Please consider the fact that some codifiers charge an additional page rate to post your code online. Our basic code on the internet fee of \$395, covers this cost.

¹ Please see page 4 for additional pricing details.

² Please see page 6 for additional features and pricing available on our MunicodeNEXT platform.

Recodification Quotation Sheet

Recodification base cost, includes **\$7,650**

- 530 single column pages³
- Zoning included
- Receipt, review and organization of materials
- Legal analysis & research by a full-time, Municode attorney
- Preparation of Legal Memorandum by a Municode attorney
- Conference with Attorney (make selections below)
- Implementation of approved legal findings
- Updating State Law References
- Editorial preparation and proofreading
- Page formatting (make selections below)
- Creation of tables⁴ and Indexing
- Graphics⁵ & tabular⁶ matter
- 1 printed copy, to include a 3-Post stamped binder and tabs
- PDF copy of the code
- Adopting ordinance prepared by a Municode attorney
- Post your code on MunicodeNEXT⁷

Conference Selection:

- On-site conference, each **Attorney time, travel, lodging and per diem**
- Teleconference or web-based conference, 3 hour session **No charge⁸**

Format Elections (Please check or circle desired elections below)

Font: **New Century Schoolbook**
 will be used as the font unless otherwise indicated.

 Other choices include:
 Helvetica, Times New Roman, **Avant-Garde Demi**, Courier, Palatino, Helvetica Narrow,
 Century Gothic, Gill Sans and Arial MT

- Binder Color:** Semi-Bright Black Dark Blue Hunter Green Burgundy
- Binder Stamping Color:** Gold Silver White

Items Not Included In Base Cost

- Pages over 530 single column, per page **\$18**
- Pages under 530 single column⁹, per page **\$12**
- Freight **Actual**
- State sales tax **If applicable**

Payments for Recodification project¹⁰

- Execution of Agreement **\$2,960**
- Submission of the Legal Memorandum **\$2,115**
- Submission of Draft Code **\$2,115**
- Delivery **Balance**

³ 530 single column, 12 point pages. Other font sizes are available.
⁴ The following Tables will be created and are included in the Base Cost: Supplement History Table, Code Comparative Table, State Law Reference Table and Ordinance History Table. An additional hourly charge applies for creation, modification, addition or updating of any table other than those enumerated in this footnote.
⁵ Includes printing all copies. Additional fees will apply if graphics are printed in color.
⁶ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
⁷ Make Selections on Page 6.
⁸ For the initial 3-hour session. \$75 per hour thereafter.
⁹ Rebate not to exceed 100 single column pages.
¹⁰ Base cost split into four payments – Your project can be budgeted over two fiscal years.

Supplement Service Base Page Rate¹¹ Quotation Sheet

Supplement Service Base Page Rate

Page Format	Base Page Rate
Single Column	\$18 per page

Base page rate above includes:

-  Acknowledgement of material
-  Data conversion, as necessary
-  Editorial work
-  Proofreading
-  Updating the index
-  Schedule as selected by client¹²
-  Updating electronic versions¹³ and online code
-  1 printed copy
-  PDF copy of the code

Base page rate above excludes:

-  Freight
-  State sales tax
-  Graphics¹⁴ & tabular¹⁵ matter, per graphic or table
-  MyMunicode or online code

**Actual freight
If applicable
\$10
Selections on page 6**

Electronic media options for Code of Ordinances (Sent via download)¹⁶

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$150 initially then \$75 per update |

Payment for Supplements and Additional Services:

-  Invoices will be submitted upon shipment of project(s).

¹¹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Internet Publishing and web search portals (NAICS 519130) as reported by US Department of Labor – Bureau of Labor Statistics.

¹² Schedule for Supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur more frequently than printed Supplements.

¹³ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹⁴ Includes printing all copies. Additional fees will apply if graphics are printed in color.

¹⁵ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁶ “delivery” is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, XML, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

Elections below will be implemented upon adoption of your new code.

Please check the appropriate box (es) to indicate your selection:

Value Pricing:

- | | |
|---|--|
| <input type="checkbox"/> MyMunicode¹⁷ includes the following: | \$995 annually¹⁸
<i>First year fee waived</i> |
| <input type="checkbox"/> Online Code = MunicodeNEXT | |
| <input type="checkbox"/> OrdBank | |
| <input type="checkbox"/> CodeBank | |
| <input type="checkbox"/> CodeBank Compare | |
| <input type="checkbox"/> eNotify | |
| <input type="checkbox"/> MuniPRO | |
| <input type="checkbox"/> Custom Banner | |

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Online Code = MunicodeNEXT , (annually) <i>first year fee waived</i> | \$395 |
| <input type="checkbox"/> CodeBank (annually) | \$150 |
| <input type="checkbox"/> CodeBank Compare + eNotify¹⁹ (annually) | \$250 |
| <input type="checkbox"/> MuniPRO Service (annually) | \$295 |
| <input type="checkbox"/> Custom Banner , onetime fee | \$250 |
| <input type="checkbox"/> MuniDocs | Quote available upon request |

ORDINANCES PENDING CODIFICATION

Option 1) OrdBank

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee (15 ordinances per year x \$35 = \$525) | \$35 |
| <input type="checkbox"/> Flat annual fee (recommended if MyMunicode is not selected) | \$275 |

Option 2) OrdBank + OrdLink

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee (15 ordinances per year x \$60 = \$900) | \$60 |
| <input type="checkbox"/> Flat annual fee (recommended if MyMunicode is not selected) | \$375 |

Municode does not charge a per page rate to update the internet – this is all included in the supplement per page rate.

¹⁷ Municode does not charge a per page rate for updating the Internet – this is included in the supplement per page rate.

¹⁸ Total Value if each item purchased a la carte would be approximately \$1,615 per year with participation in our OrdBank service.

¹⁹ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

Scope of Services - Recodification

We will handle the publishing for your Code of Ordinances. This includes legal work, editing, page composition, proofreading, indexing, and delivering the information in print or via electronic copy. Hereinafter, unless specifically cited, a reference to "codes" or "the codes" includes the Municipal Code of Newport, Minnesota. We understand the scope of this project to include a complete recodification of the Code, ongoing supplemental services and online hosting of the Code. A summary of the recodification process is provided below.

Recodification Project Leader: H.E. Rick Grant, Executive Vice President and C.O.O.

Excellence

*"The code update went far beyond my expectations. Everyone at Municode was nice to work with and always responded in a timely manner. Your customer service was outstanding. Thanks again for a very positive experience."
- Barron, WI*

Material. The following sections describe the nature of material included or excluded in the project, creation of a disposition list, and the methodology of adding material to the Client's online version of the code.

Ordinances. All legislation of a general and permanent nature, passed in final form by the Client as of the cutoff date established by the Municode attorney (usually following delivery of the Legal Memorandum), will be included in the new code. We will rely upon the material (in print or electronic form) as furnished by you during the recodification process. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you.

Attorney Analysis and Review of Material. We will assign a team, consisting of a lead attorney, legal editor, proofreader and indexer, to the project. All recommendations by our legal team are intended for use by your attorney and should not be considered legal advice. Our legal team is responsible for the following: We will research all legislation submitted by you against the State Constitution, State Law and the Charter; additionally, the ordinances are compared to other ordinances, in order to determine if there are any inconsistencies or conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the code. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at an agreed upon page rate. We will suggest a structure and organization for your code and provide a Table of Contents indicating the recommended structure.

Page Format Options. We will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law references within the code. Editor's notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you and your staff with a user-friendly legal memorandum containing all of our analysis and recommendations. This memorandum will reflect our attorney's legal review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to state law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you. From start to finish, we will work with you to complete the project as quickly and efficiently as possible.

Conference. We will conduct a conference, either in person, via telephone or webinar, to review the legal memorandum and recommendations. All interested personnel may be included; but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision making authority for resolution of issues brought up at the Conference or noted in the legal memorandum.

Implementation of Conference Decisions

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

Graphics, Index and Tables. Our team will create a hierarchical, subject matter index and all tables (Contents, State Law Reference, Prior Code Comparison, and Ordinance Disposition) for your code as necessitated by the materials provided. The creation of additional Tables can be performed for an additional hourly fee. We will insert the graphics you have provided into the printed and electronic versions of your code. Manipulation, enhancement or reformatting of any graphic supplied by you can be performed for an additional hourly fee.

Post Conference Memorandum and Draft Code. After editing and proofreading, a post-conference memorandum and a draft code incorporating solutions captured in the legal memorandum and agreed upon at the legal conference will be delivered to you. The draft code will be in final print form and will be provided to you for final review prior to printing and shipment. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this Agreement. Our liability for all services shall extend only to correcting the errors in your code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

Adopting Ordinance. Our attorney will provide an Adopting Ordinance upon completion of the project.

Delivery of Code

Electronic Format and Delivery Options. Your new code can be delivered in HTML, PDF, DOCX, Folio or integrated with the dtSearch Engine on our MunicodeNEXT platform. Electronic delivery mediums include online posting and download.

Printing and Binding. We will print your code on acid-free paper in your chosen format. Color printing is available at an additional charge. Standard binding for the code is three-post, expandable, Dark Blue, Hunter Green, Semi-Bright Black, Burgundy, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are also available. A seal or logo can be added to the front cover and spine in addition to the text, for an additional charge, if desired. Divider tabs for each major section of the code and Index are also provided.

Client Responsibility

Amendatory Legislation. Please forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form. Electronic submission is highly preferred.

Review Legal Memorandum. Please review the Legal Memorandum to ensure that it comports with your intentions and modify and/or approve the proposed Table of Contents and organization of the code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.

Participation of Attorney. Please ensure your Attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the code draft.

Submission of Data. Please provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.

Draft Code. Please review and return the draft within thirty (30) days of receipt. To assist you in this endeavor, a post-conference memorandum will accompany the draft code to point out to you where changes and additions have been made. Any changes to the text should be marked directly on the draft and returned to us. Changes not discussed at the conference may result in a proof update fee.

Supplemental Updating

We will handle 100% of the publishing for your Code of Ordinances. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or via electronic copy. Supplementation will start upon completion of the recodification project on the schedule selected by the client.

Editorial Approach. We use a team approach to editing. This provides for consistency in editing, understanding and quality of work for you.

Ongoing Supplementation. Our goal is to meet and exceed the needs and expectations of our clients. Working with you and your staff, we will create whatever supplementation schedule will best serve you and your citizens.

Municode Recodification Process



MunicodeNEXT – Website Tools Defined

STANDARD FEATURES:

- 🔊 **Modern Design** – MunicodeNEXT was designed by our team with an emphasis on mobile devices. This means that tablet users will be directed to the full version of your site. This advance was made possible thanks to the responsive user interface that we have created. Being able to access the full version of MunicodeNEXT from a tablet means that your users will enjoy a more dynamic and satisfying user experience.
- 🔊 **Tablet friendly** – Tablet users are directed to the full desktop version of the site. The advanced user interface uses large buttons and icons, making it extremely touch friendly.
- 🔊 **Searching** – Search results begin in a popover, then move to a persistent left-hand tab as you cycle through the results. You can toggle between search and browse modes by selecting the appropriate tab. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results.
 - 🔊 **Advanced Searching** – You and your power users can conduct searches using Normal Language, Boolean Logic, Stemming, Fuzzy Search and Synonym search.
 - 🔊 **Searchable ordinances** – If you use our OrdBank service, ordinances posted pre and post-codification are full-text searchable with hit highlighting.
 - 🔊 **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, Ordinances, and MuniDocs simultaneously. Search results are color coded and labeled for easy identification.
 - 🔊 **Narrow Searching** – Your users have the ability to search selected chapters or titles.
- 🔊 **Print/Save/Email** – Users can print, save (as Word) or email files at the section level as well as at the article or chapter level. You will also be able to print, save or email non-sequential sections from multiple portions of your code(s).
- 🔊 **Multiple publications** – If you have multiple publications (code, zoning, etc.) they will all be searchable from one interface.
- 🔊 **Social Media Sharing** – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.
- 🔊 **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter, or Section.
- 🔊 **Mouseover (cluetips)**. Navigate to your code and any linked cross-reference will quickly display the pop-up preview window.
- 🔊 **Static Linking** – Copy links of any section, chapter or title to share via email or social media.
- 🔊 **Scrolling Tables and Charts** – Headers stay fixed while you scroll through the table/chart.
- 🔊 **GIS** - We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.
- 🔊 **In-line Images & PDFs**. We take great care to ensure that your images match online and in print, and are captured at the highest quality possible. Our online graphics can be enlarged with a frameless view to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.
- 🔊 **Collapsible TOC**. The table of contents collapses and is re-sizeable, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- 🔊 **Support** - Phone, email and web support for citizens and staff: 24 hour email response; phone support from 8:00 a.m. to 8:00 p.m. Eastern Standard Time.

MunicodeNEXT

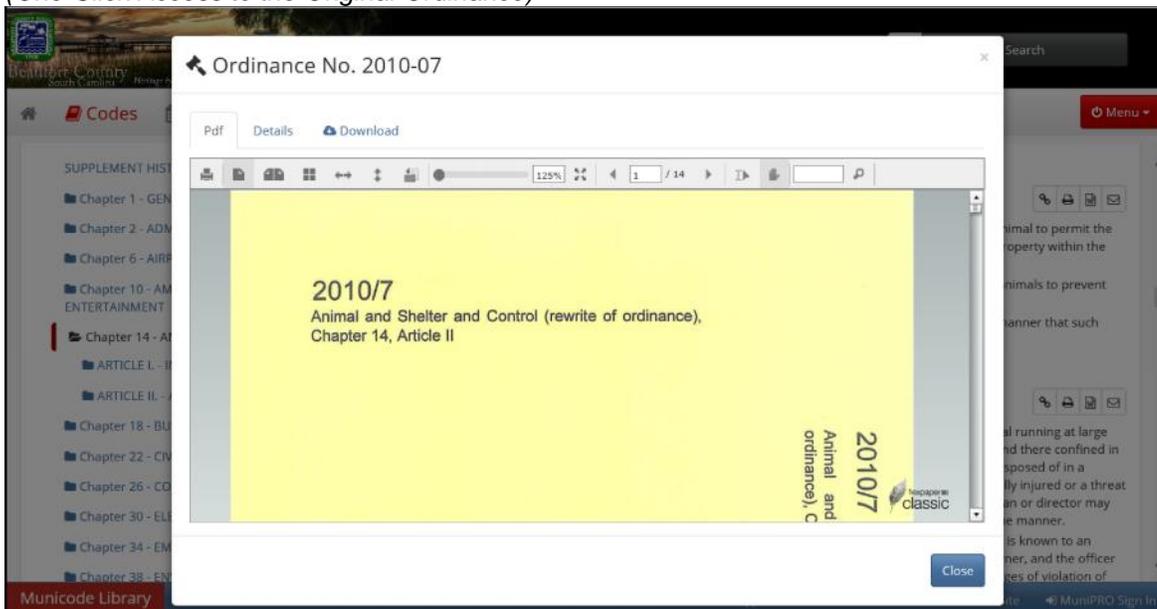
(Take Your Online code to the NEXT Level with these Exclusive, Premium Features!)

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “ordinances” tab.

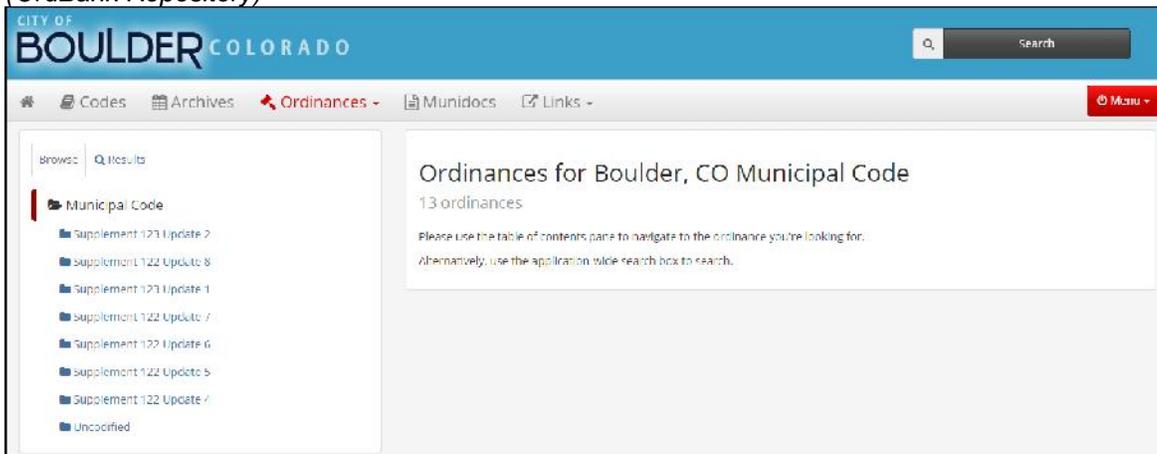
(Hyperlinked Ordinance in Text)



(One-Click Access to the Original Ordinance)



(OrdBank Repository)



OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink system can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the Table of Contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your History Notes. This service helps put everyone on notice that new ordinances have been adopted.



CodeBank. Our CodeBank service serves as an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

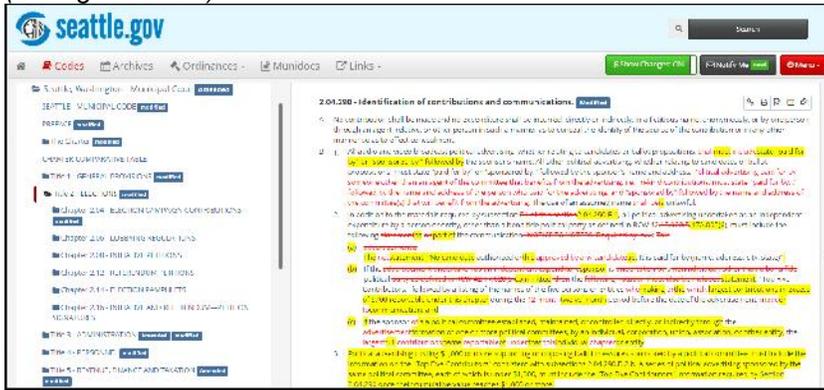
(Archives Tab)



(Permanent Repository)

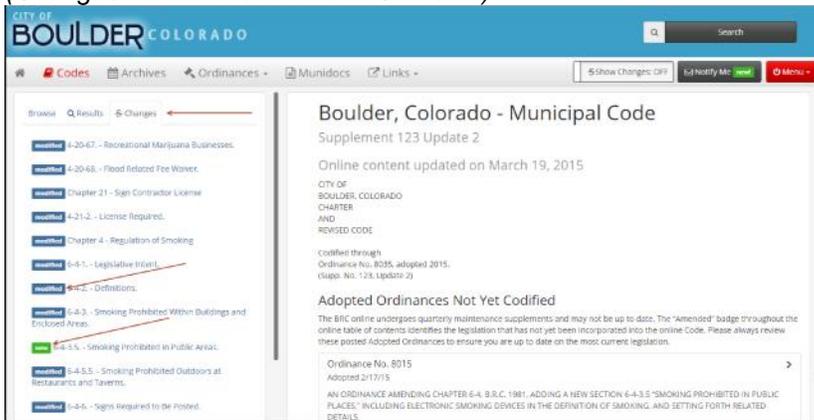


CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your code. The differences will be shown via highlights (added material) or strikethrough (deleted material).
(Changes in Text)



Users will be notified of the changes in the table of contents and within the text of your code via “Modified,” “New,” or “Removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

(Changes Tab in Your Table of Contents)

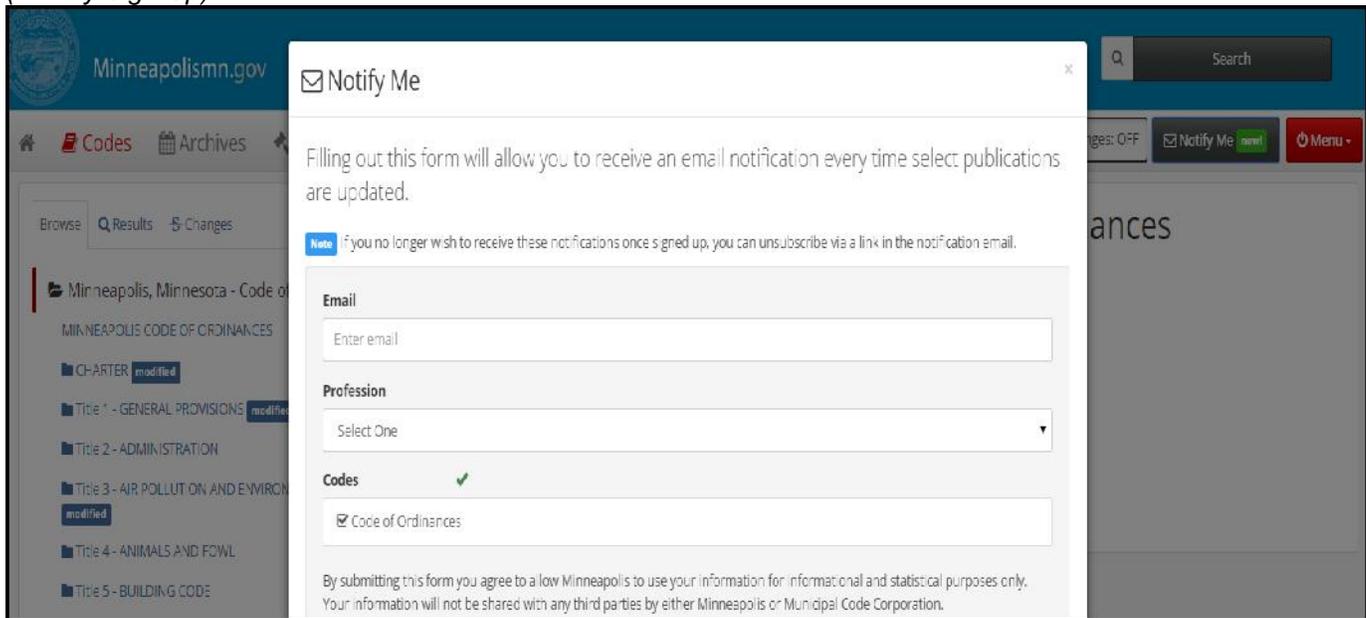


eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your Code of Ordinances is updated by Municode.

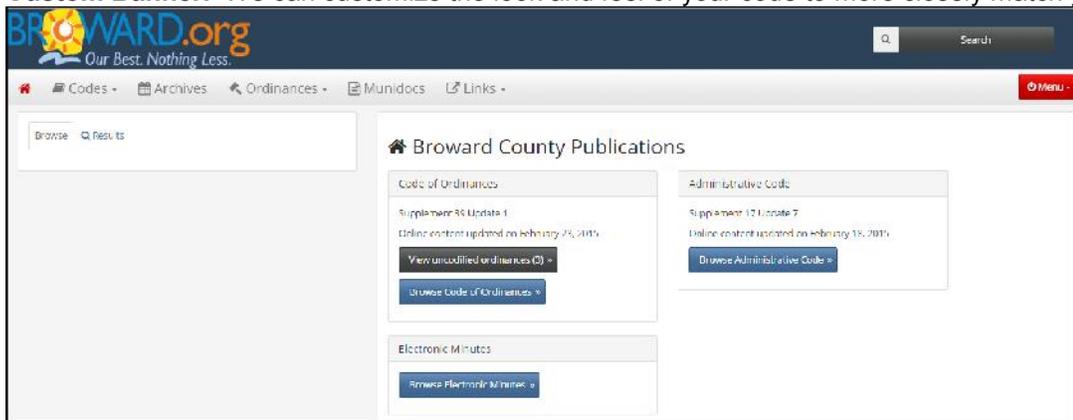
(eNotify Button for Easy Registration)



(eNotify Sign-Up)

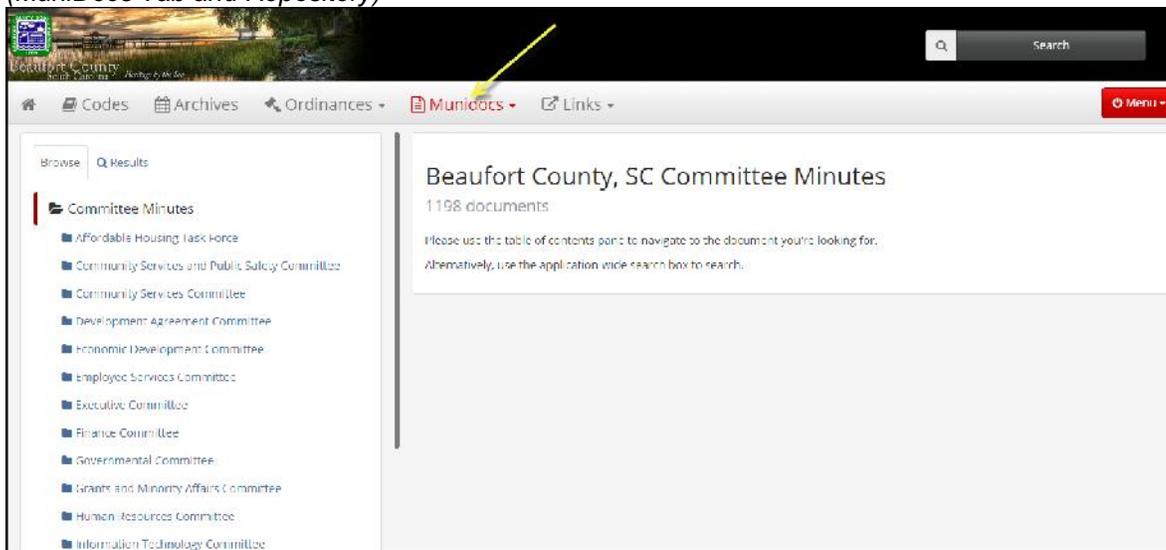


Custom Banner. We can customize the look and feel of your code to more closely match your website.



MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your Minutes, Resolutions, Budgets, and or any other non-code material online. Your collection of documents, will be posted alongside your online code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



MuniPRO. MuniPRO Searching allows you to search the nearly 3,100 codes we host (the entire country, a single state, or individually selected codes of your choosing). MuniPRO Searches are ideal for researching local regulations of special interest, or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- 🔍 **Multiple Code Search.** Search all codes within one state, multiple codes within one state, or search all 3,100 codes in the entire U.S. hosted by us! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- 🔍 **MuniPRO Favorites.** Create a “favorites” list of frequently visited codes or sections. This will save time by making navigation a one-click process from your dashboard.
- 🔍 **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the table of contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication, and a global listing of notes can be accessed with a single click from your dashboard.
- 🔍 **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons will appear in the table of contents and search results, and can also be accessed from a single click.

YOUR ADVANTAGES WITH



 municodeNEXT

 MY municode

Basic Search	●	●
Print/Save/Email	●	●
All-in-One Search	●	●
Advanced Search	●	●
Modern Design	●	●
Fully Searchable PDF documents	●	●
Twitter & Facebook Sharing	●	●
Enhanced for Tablet Use	●	●
PREMIUM FEATURES		
*OrdBank	○	●
*OrdLink	○	●
*CodeBank	○	●
*CodeBank Compare	○	●
*eNotify	○	●
*MuniPro	○	●
*Custom Site Theming	○	●

*Municode's optional, premium offerings are enhanced with MunicodeNEXT. Call or email for details.



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: 

Title: President

Date: May 1, 2015

Accepted by:

CITY OF NEWPORT, MINNESOTA

By: _____

Title: _____

Date: _____

Resumes and Project Contacts

Lawton Langford, Esq., Chairman & CEO. Lawton attended Vanderbilt University with a double major in Economics and Business Administration. His post-graduate degrees are a Juris Doctor from the FSU College of Law and a Masters of Business Administration from the FSU College of Business. Lawton is a member of the Florida Bar.

Eric Grant, Esq., President. B.S., U.S. Naval Academy; M.A., Georgetown University; J.D., University of Virginia School of Law. Member of the Florida Bar. Eric served as a Tank Platoon Commander in the United States Marine Corps. As a Marine, Eric served both stateside and abroad. Eric and his unit were deployed during Operation Enduring Freedom shortly after September 11, 2001. While serving as a United States Marine, Eric served in Virginia, Kentucky, California and abroad as a member of the 15th Marine Expeditionary Unit.

Legal:

H. E. "Rick" Grant, Esq., Executive Vice President and COO. B.S., U. S. Naval Academy; J.D., Florida State University. Rick is a former naval aviator and Navy attorney (JAG Corps) who retired as the Navy's senior attorney, the Judge Advocate General of the Navy. He will have overall supervision of the Legal work for the code project. He will assign the Municode attorney, and will ensure that the final product is up to Municode's demanding standards.

Roger D. Merriam, Esq., B.A. (cum laude), Mercer University; J.D., Emory University; more than 39 years of experience in local government law; Member of Florida Bar. Roger has reviewed codes in all 50 states.

Alyce A. Whitson, J.D., B.A., University of South Florida; J.D., University of Florida; more than 37 years of experience in local government law; Member of Florida Bar. Alyce has completed over 600 codes and various other legal projects throughout the United States.

Daniel F. Walker, Esq., B.S., Florida Southern College; J.D., Georgia State University College of Law; 8 years of private practice; 10 years of experience in local government law; member of Florida and South Carolina Bars. Also admitted to practice before the U.S. Court of International Trade and the U.S. Court of Appeals for the Armed Forces.

William J. Carroll Jr., Esq., B.S., Penn State University; J.D., Florida State University; more than 35 years of experience in local government law; Member of Florida Bar. Bill has completed hundreds of codes and legal projects throughout the United States.

Sandra S. Fox, Esq., B.A, Florida State University; J.D., Florida State University; 13 years of experience in legal research and writing. Sandra has completed codes in Alaska, Alabama, Georgia, Illinois, Kansas, Maine, Michigan, Minnesota, Montana, Oklahoma, Missouri, Rhode Island, South Dakota, Tennessee, Texas, and Wisconsin.

Sally E. Raines, Esq., B.A. (cum laude), University of Florida; J.D., University of Florida Levin College of Law. Sally started with Municode in 2013 and is gaining experience working in local government law in Florida, Texas, and Georgia. Member of the Florida Bar. Member of the Texas Bar.

Jim Jenkins, Esq., B.A., Eckerd College; J.D., University of Maryland School of Law; Former Appellate Attorney and Trial Prosecutor for the Kings County District Attorney's Office, Brooklyn, NY; 19 years of experience in complex legal research and litigation; 8 years of experience in local government law. Jim has completed codes in Alabama, California, Georgia, Louisiana, New Hampshire, South Carolina, Texas, Utah, Washington and Wisconsin.

Project Coordinators/Customer Service:

Dale Barstow, Vice President of Sales & Pilot of Municode's Corporate Airplane. Graduate from Embry-Riddle Aeronautical University; Honorary Town Clerk in 5 States; Municipal Clerks Education Foundation President; Dale has over 40 years of experience in client sales. Dale meets with our customers to ensure face to face communication and coordination.

Steffanie W. Rasmussen, Assistant Vice President of Sales. M.S., Industrial & Organizational Psychology, Kansas State University; B.S., Business Psychology, Florida State University; Certificate in Performance Management, Florida State University. She is Communication, Efficiency and Customer Service driven.

James Bonneville, Mid-West Regional Sales Representative, located in Stillwater, Minnesota. He is available to answer questions and meet with you, as needed. James graduated from the University of Minnesota with a B.S., in Political Science. James worked in State Government, Lobbying and Governmental Sales for over 19 years. James has been a part of Municode/MCCi since 2009. He frequents the Wisconsin area often and attends the Municipal League Conference, Clerks Conference and IIMC Conference. He is also supported by our entire staff in Tallahassee.

Tracy Stevanov, Mid-west Inside Sales Representative. B.S., Public Administration, Florida State University School of Social Science. Tracy has over 15 years of sales experience and has worked with Municode since 2008. She enjoys meeting with clients and assisting them in all facets of their account; from demonstrating new products and solutions to problem solving and preparing budgets. Tracy works hand in hand with James ensuring that clients are taken care of.

Dennis J. Sinnett, Vice President of Supplements. B.S., United States Naval Academy; M.A.S., Embry-Riddle Aeronautical University. A former Naval aviator with over 30 years of leadership experience, he is the Supervisor of the Supplement Department.

Additional Services

As an additional service/product under this contract, the following optional services are available:

Distribution. Fulfillment services are available to distribute individual printed copies of codes and supplements to departments or subscribers at no additional fee to you. We can sell your codes, supplements, chapter reprints, binders and tabs at a pre-determined price. We assume all risk and expense for providing these items. Orders can be placed through our online ordering, via fax, mail or telephone. More detailed information about distribution services will be provided after the return of the proofs.

Future Legal Review. At any point during the term of this Agreement, or extensions thereof, we can provide additional legal reviews to identify inconsistencies, obsolete provisions or compare the code to current State Law. State Law references can be updated in conjunction with this legal review or as a separate engagement.

Utility Billing and Revenue Management Services. MCCadvantage (MCCa), a fully integrated division of Municipal Code Corporation, offers industry leading end-to-end utility bill presentment services for the local government market. MCCa's revenue management services include utility bill print and mailing, e-bill fulfillment, pro-active notifications and electronic payment options. Currently, almost 60 municipal owned utilities trust MCCa to process approximately 7 million bill statements annually. Our utility billing processes create flexible, efficient and customer-centric solutions that allow municipalities to better leverage existing billing resources. Costs for bill presentment services, including custom bill design, data formatting, printing and mailing services are competitively priced based on billing volume.

Enterprise Content Management Software (Laserfiche). With a client base of over 600 government agencies, we are the largest provider of Laserfiche solutions in the country.

Electronic Agenda and Legislative Management (Legistar). MCCi, a subsidiary of Municipal Code Corporation, offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Options for integrating Legistar with Laserfiche and MunicodeNEXT are also available.

Digital Imaging Services. MCCi offers scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi integrates the records with Laserfiche Software to provide the Client with the most powerful search engine available.

Open Records Request Solution (JustFOIA). MCCi offers its JustFOIA solution to help agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.

Contract Management Software (Contract Assistant). MCCi offers the Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.

What Our Clients Say about Partnering With Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"

**City of NEWPORT
PARK PERMIT**

Newport City Hall ♦ 596 7th Avenue ♦ Newport ♦ Minnesota ♦ 55055 ♦ Telephone 651-459-5677 ♦ Fax 651-459-9883

REQUESTER'S NAME: Newport St Paul Park Group

ADDRESS: 321 Broadway Box 10 S.P.

PHONE # (HOME): 651-271-8210 (WORK): _____

PARK REQUESTED:

LOVELAND PARK (Glen Road)

Pavilion #1 (Large Pavilion w/water)

Pavilion #2 (Between Ballfields)

Pavilion #3 (By Kids Play Area)

PIONEER PARK (4th Ave. & 6th St.)

Pavilion #1 (Small Pavilion)

Pavilion #2 (Large Pavilion)

BAILEY SCHOOL FOREST (Wild Ridge Trail & Century Avenue)

Michael J. Phillips Pavilion

LIONS PARK (2nd Ave. & 20th St.)

BUSY BEAVER PARK (10th Ave. & 17th St.)

NOTE: If you wish to use ball fields you must contact someone from the NAA to make sure they are available.

DATE RESERVED: July 28 2014 FROM: 4:00 pm TO: 9:00

PARK BEING USED FOR: Picnic

NUMBER OF PEOPLE ATTENDING: 150

The City provides portable toilets in each Park System. If your group is larger than 25 people, you will either need to contract with a company to provide more portable toilets or the City will take the cost of cleaning its portable toilets out of the \$150 deposit. If you contract with a company, you will need to provide proof to the City.

DO YOU INTEND TO SERVE BEER? : YES NO

NOTE: Beer in any quantity, may be possessed, transported to and from and consumed during the course of picnicking within those grounds specifically designated and equipped for such use, between the hours of 12:00 Noon and 11:00 P.M., by special permit which shall be issued by the City Council prior to the actual occasion.

RESOLUTION NO. 2015-16

A RESOLUTION ACCEPTING DONATIONS FOR THE PERIOD OF JUNE 15 - JULY 13, 2015

WHEREAS, The City of Newport, Minnesota is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, The following persons and entities have offered to contribute the items set forth below to the City:

Individual/Business	Donated Item	Donated Amount	Donated Date
Amerect	Monetary - Pioneer Day	\$150.00	6/15/2015
Red's Savoy Pizza	Monetary - Pioneer Day	\$100.00	6/15/2015
St. Paul Park-Newport Lions Club	Monetary - Pioneer Day	\$500.00	6/15/2015
Cottage Grove Athletic Association	10% for May 2015	\$677.06	6/22/2015
Damien Sanchez	Books for the Library and Community Center	Estimated - \$50.00	6/22/2015
Resource Recovery	Twin Tickets - Pioneer Day Raffle and Monetary - Pioneer Day	\$1,000.00	6/29/2015
John Bartl Hardware	Gift Cards - Pioneer Day Raffle	\$100.00	7/1/2015
RSI Agency	Monetary - Pioneer Day	\$50.00	7/6/2015
Climb Theatre	10% for May 2015	\$215.37	7/7/2015
Cathy Budzyn	Books for the Library and Community Center	Estimated - \$350.00	7/7/2015
Cloverleaf Bar and Grill	Monetary - Pioneer Day	\$50.00	7/9/2015
Fay's Newport Style Salon	Monetary - Pioneer Day	\$50.00	7/9/2015

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED, That the Newport City Council hereby accepts the above donations and directs staff to write a letter of appreciation to each donor.

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:

Geraghty	_____
Ingemann	_____
Sumner	_____
Rahm	_____
Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

RESOLUTION NO. 2015-17

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO APPLY FOR AND EXECUTE AN AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES FOR THE FLOOD DAMAGE REDUCTION GRANT ASSISTANCE PROGRAM AND THE CITY OF NEWPORT FOR THE ACQUISITION OF PROPERTIES LOCATED ALONG CEDAR LANE

WHEREAS, The City Council has expressed interest in the potential purchase and investigation of the availability of certain real estate within the City of Newport, especially in the flood prone area of the uncertified levy along the Mississippi River, in order to mitigate the damages a future Mississippi River flood and its effects on the uncertified levy could have on the area; and

WHEREAS, the City has applied for a Hazard Mitigation Grant with the Federal Emergency Management Agency (FEMA) to purchase the remaining properties along the uncertified levy (1613 Cedar Lane, 1651 Cedar Lane, and 1659 Cedar Lane); and

WHEREAS, the total cost of the acquisition and demolition for the three properties will be approximately \$764,656, with the City's portion being \$191,164; and

WHEREAS, the City will submit a grant to the Department of Natural Resources for 50% of the City's portion to help with the cost of acquiring the properties; and

WHEREAS, the City has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, maintenance and protection of the proposed project; and

WHEREAS, the City has the financial capability to provide any required matching funds; and

WHEREAS, the source of the City's matching funds shall not include other State funds; and

WHEREAS, the source of the City's matching funds shall be from the City's Economic Development Authority Fund; and

WHEREAS, the City hereby pledges to complete the project or phase if it exceeds the total funding provided by the Department of Natural Resources and any required local match; and

WHEREAS, that the Applicant has not incurred any costs, and has not entered into any written agreements to purchase property proposed by this project; and

WHEREAS, that the Applicant has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS, that upon approval of its application by the state, the Applicant may enter into an agreement with the State of Minnesota for the above- references project, and that the Applicant certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

NOW, THEREFORE, BE IT RESOLVED That the Newport City Council Hereby authorizes the Mayor and City Administrator to apply to the Department of Natural Resources for 50% of the City's portion, which is approximately \$191,164 and execute such agreements.

Adopted this 16th day of July, 2016, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE: Geraghty _____
Ingemann _____
Sumner _____
Rahm _____
Lund _____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

RESOLUTION NO. 2015-18

A RESOLUTION AMENDING THE 2015 ANNUAL FEE SCHEDULE

WHEREAS, the City Council of Newport annually establishes and approves a fee schedule for services rendered by the City Attorney, City Engineer, City Planner and other City personnel; and

WHEREAS, Minnesota Statute 326B.148, Subdivision 1, states that the State Surcharge for fixed fee building permits shall be reduced from \$5 to \$1 effective July 1, 2015 and that value-based building permits shall have a State Surcharge of \$0.0005 times the valuation; and

WHEREAS, Cottage Grove has agreed to change the plan review cost for building permits to be "Up to 65%." and

WHEREAS, the City Council did approve the 2015 Fee Schedule at the December 4, 2014 City Council meeting; and

NOW, THEREFORE, BE IT RESOLVED, That the Newport City Council hereby amends the 2015 Fee Schedule to include the above changes to the State Surcharge and Plan Review Cost.

Adopted this 16th day of July, 2015 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

**CITY OF NEWPORT
2015 FEE SCHEDULE**

2015 FEE AMOUNT

1. LIQUOR

On-sale	\$	2,500.00
Off-sale		240.00
Sunday on-sale		200.00
On-sale wine		1,250.00
3.2 On-sale		100.00
3.2 One Day		25.00
3.2 Off-sale		30.00
Brewer Taproom		200.00
On-Sale Brew Pub		200.00
Off-Sale Brew Pub		200.00
Park Permit (Non-intoxicating)		50.00
Park Maintenance Deposit Less than 25 People Attending		100.00
Park Maintenance Deposit More than 25 People Attending		150.00
1 - 4 Day Temporary On-sale		200.00
Investigation Fee for In-State		Actual Cost, Not to Exceed \$500
Investigation Fee for Out-State		Actual Cost, Not to Exceed \$10,000

2. BUSINESS

Rubbish Haulers	\$	300.00	
Commercial Contractors - not licensed with the State		50.00	
Seasonal			
Farmer's Market		75.00	
Christmas Trees		75.00	
Fireworks		350.00	
Incidental Fireworks		50.00	
Billboard		100.00	
Cigarettes		250.00	
Games of Skill		50.00	/game
Solicitors (per day)		50.00	
Solicitors (per year)		300.00	
Transient Merchant (per day)		100.00	
Transient Merchant (per year)		300.00	
Peddler / Hawker (per day)		50.00	
Peddler / Hawker (per year)		250.00	
Investigation Fee for Solicitors, Transient Merchants, Peddlers, Hawkers, and Massage Therapists		50.00	
Whether or not permit is issued, this fee is not refundable.			
Pawn Shop License		10,000.00	
Investigation Fee for Pawn Shop		750.00	
\$500 will be refunded if total investigation is within MN.			
Monthly Transaction Fee for Pawn Shops		1.50	per transaction
Reporting Failure Penalty for Pawn Shops		2.50	per transaction
Massage Therapy Businesses			
Application Fee		300.00	
Investigation Fee		300.00	
Additional Owner/New Officer		300.00	
Change in On-Site Manager		100.00	
Amendment to License		75.00	
Massage Therapists			
New Application Fee		100.00	
Renewal Application Fee		75.00	

3. ANIMAL CONTROL

Dog License	\$	10.00
Dog License after Jan. 31st		20.00

Domestic Impound	
2nd Occurrence	50.00
3rd Occurrence	75.00
4th Occurrence	100.00
Chicken Permit	25.00
Farm Animal Permit	25.00
Special Animal Permit	25.00
Kennel Permit (4 or more dogs / cats)	50.00
Domestic Boarding	actual cost
Domestic Disposal	actual cost
Farm Animal Impound	actual cost
Farm Animal Boarding	actual cost
Farm Animal Disposal	actual cost

4. BUILDING PERMIT

Business Sign (Temporary Banner, etc.)	\$ 10.00 /sign request
Business Sign (Permanent)	based on value
Fireplace (Wood Burning)	based on value
Fireplace (Gas)	50.00
Swimming Pool	based on value
Storage Shed Under 120 Square Feet	75.00
Storage Shed Over 120 Square Feet	based on value
Residing (Residential)	50.00
Reroofing (Residential)	50.00
Commercial Fencing	based on value
Commercial Slab	based on value
Demolition (Residential)	100.00
Demolition (Commercial)	150.00
Commercial Roofing	based on value minus the plan review
Commercial Siding	based on value minus the plan review
Retaining Wall Over 4' (Residential)	based on value
Retaining Wall Over 4' (Commercial)	based on value
Replacing Windows (Residential)	50.00
Replacing Windows (Commercial)	based on value minus the plan review
New Windows (Residential and Commercial)	based on value
Moving House / Building	300.00
Residential Driveway	15.00
Commercial Paving / Parking Lot Repair	based on value
State Surcharge for Fixed Fee Permits	1.00
State Surcharge for Value Based Permits	based on value
Building Without Permit	double fee
Fire Inspection Permit	50.00
Rental Registration Fee	50.00 /building
Each Additional Unit	12.00 /unit
Certificate of Occupancy	50.00
Vacant Building Registration	
Residential - First Year	1,000.00
Residential - Second Year	2,000.00
Commercial - First Year	1,500.00
Commercial - Second Year	3,000.00

5. MECHANICAL

Air to Air Exchanger	\$ 75.00
Air Conditioner	75.00
Furnace	75.00
Residential:	
Up to 400,000 BTU's	75.00

Each additional 100,000 BTU's	15.00
Commercial:	
Per Heating Unit	based on value minus the plan review
Ceiling Unit	based on value minus the plan review
Extra Piping Inspection Per Foot	based on value minus the plan review
State Surcharge for Fixed Fee Permits	1.00
State Surcharge for Value Based Permits	based on value

6. PLUMBING

Residential:	
Permit	\$ 50.00
Per Opening	15.00
Commercial:	
Minimum or as set by City Administrator	based on value
Per Opening	based on value
Water Heater Replacement or New	15.00
Water Softener Replacement or New	15.00
Sprinkling System	based on value
Must be reviewed by State Fire Marshal	
State Surcharge for Fixed Fee Permits	1.00
State Surcharge for Value Based Permits	based on value

7. ELECTRICAL - SEE ATTACHED FEE SCHEDULE FOR RATES

8. UTILITY - SEE ATTACHED FEE SCHEDULE FOR RATES

Late Fee for Utility Bill	10%
Certification of Delinquent Utilities Fee	25.00 plus 18% interest
Normal Working Hours	
Water On	\$ 50.00
Water Off	50.00
After Normal Working Hours (OT)	
Water On	120.00
Water Off	120.00
Final Meter Read	25.00
Fire Flow Test	100.00

9. WATER PERMIT

Hook-Up	\$ 100.00
Water Disconnect	100.00
State Surcharge for Fixed Fee Permits	1.00

10. WATER TAPPING

1" - 1 1/2" line	\$ 400.00
2" line and over	time & material

11. SEWER PERMIT

4" line hook-up	\$ 100.00
Sewer Disconnect	100.00
State Surcharge for Fixed Fee Permits	1.00

12. HYDRANT USE / HOOK-UP

Plus water usage at \$.01 / gal	\$ 50.00
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13. WATER METER TESTING

2" or less	\$ 75.00
2" or more	75.00

14. WATER METER RENTAL PER DAY	\$	10.00
1" with hydrant adapter (deposit)		350.00
2 1/2" with hydrant adapter (deposit)		550.00
15. WATER SALES TAX		7.1250 %
16. SEWER AND WATER MAIN TRUNK	\$	3,000.00
17. CITY ACCESS FEE (WAC)	\$	750.00
18. CITY SEWER ACCESS FEE (SAC)	\$	750.00
19. PUBLIC WORKS MAINTENANCE DEPARTMENT		
Truck use per hour (pick-up)	\$	40.00
Other vehicle use per hour		75.00
Single axle dump truck		150.00
Tandem axle dump truck		200.00
Front end loader		150.00
Back hoe		150.00
Materials used		125%
Labor		150%
20. ADMINISTRATION		
Election Filing	\$	2.00
Assessment Search		25.00
Searches may be requested in writing or oral. A fee is established 336A.09 MN Statutes 2008		
Comprehensive Land Use Plan		50.00
City Code of Ordinances		100.00
Zoning Ordinance		50.00
Large Zoning Map		5.00
Ortho Photomap	City cost at 125%	
Copies per page		0.25
Public Data Requests Less Than 100 Pages		0.25
Public Data Requests 100 Pages or More	Based on cost of	staff's time
Fax Transmissions		3.00
Each additional page		1.00
Compost brush per cubic yard		5.00
Leaves and grass clippings per load		5.00
Rental of Railroad Building per day		1.00
Non-Sufficient Funds (NSF) Checks		30.00
21. USE OF CITY HALL (capacity of 75)		
Commercial	\$	150.00
Special Council Meeting		200.00
22. USE OF LIBRARY AND COMMUNITY CENTER	\$	35.00
23. LIBRARY AND COMMUNITY CENTER		
Copies/Printing	\$	0.25 per page
Fax Transmissions		3.00 first page
Each additional page		1.00
Headphones	Actual Cost	
Paperback Books for Sale		0.50
Hardcover Books for Sale		1.00
VHS/DVDs/Cds for Sale		2.00
24. POLICE DEPARTMENT		
Accident Report	\$	10.00
Driver's License Record		5.00
Police Report		0.25 /page
Permit to carry a firearm		10.00
Photographs		actual cost

DVD's	actual cost
CD's	actual cost
Vehicle Towing	actual cost
Vehicle Impounding	actual cost
Commercial lot per day	actual cost

25. PLANNING & ZONING

Rezoning	\$	500.00 plus escrow
Street / Alley Vacation		350.00 plus escrow
Variance		300.00 plus escrow
Building Without Variance		double fee
Conditional Use/Interim Use Permit		
Residential		300.00 plus escrow
Commercial		450.00 plus escrow
Special Meeting		200.00 plus escrow
Certificate of Compliance (Home Occupation)		150.00
Home Occupation annual renewal		25.00
Comprehensive Guide Plan		500.00 plus escrow
Minor Subdivision		300.00 plus escrow
Major Subdivision Preliminary Plat		500.00 plus escrow
Plus per lot		50.00
Final Plat		200.00
Park Dedication Fees		
Residential Single Family Land Dedication		10% of land
Residential Multi-Family Land Dedication (5-9 Units per Acre)		13% of land
Residential Multi-Family Land Dedication (10-19 Units per Acre)		15% of land
Residential Multi-Family Land Dedication (Over 20 Units per Acre)		18% of land
Residential Single Family (in lieu of land dedication)		2,000.00 per dwelling unit
Residential Multi-Family (in lieu of land dedication)		1,500.00 per dwelling unit
Commercial / Industrial (in lieu of land dedication)		5% of land
Escrow Fees		
Rezoning		500.00
Street/Alley Vacation		1,000.00
Residential Variance		500.00
Commercial Variance		1,000.00
Residential Conditional Use/Interim Use Permit		750.00
Commercial Conditional Use/Interim Use Permit		1,000.00
Preliminary Plat Under 10 Acres		3,500.00
Preliminary Plat Over 10 Acres		6,500.00
Fees for Residential Minor Subdivision, Major Subdivision, Site Plan Review, Final Plat and Planned Unit Development		
8 Units or Less		2,000.00
9 to 40 Units		3,200.00
41 Units or More		4,500.00
Fees for Commercial Minor Subdivision, Major Subdivision, Site Plan Review, Final Plat and Planned Unit Development		
0 to 5,000 sq ft building		2,000.00
5,001 to 10,000 sq ft building		3,000.00
10,001 to 50,000 sq ft building		3,750.00
50,000 plus sq ft building		4,500.00

**CITY OF NEWPORT
2015 UTILITY FEE SCHEDULE**

WATER

2015

Flat Rates

Amount

Residential	\$17.66
Senior	\$13.25
Multi-Family	\$13.25 per unit
Commercial	\$28.96

Usage Rates

Residential and Multi-Family

0-8,000 Gallons	\$1.45 per 1,000 gallons used
8,001-20,000 Gallons	\$1.81 per 1,000 gallons used
Over 20,000 Gallons	\$2.53 per 1,000 gallons used

Senior

0-8,000 Gallons	\$0.00 per 1,000 gallons used
8,001-20,000 Gallons	\$1.81 per 1,000 gallons used
Over 20,000 Gallons	\$2.53 per 1,000 gallons used

Commercial

0-30,000 Gallons	\$1.45 per 1,000 gallons used
30,001-70,000 Gallons	\$1.81 per 1,000 gallons used
Over 70,000 Gallons	\$2.44 per 1,000 gallons used

SEWER AND MWCC

Flat Rates

Residential	\$15.12
Senior	\$11.35
Multi-Family	\$11.35 per unit
Commercial	\$16.67

Usage Rates

Sewer Only	\$3.95 per 1,000 gallons used
Residential, Multi-Family and Commercial	\$3.95 per 1,000 gallons used
Senior	\$2.96 per 1,000 gallons used

STORM WATER

\$6.25 per REU per quarter

RESIDENTIAL STREET LIGHT

\$7.99 per quarter

MULTI-FAMILY STREET LIGHT

\$57.96 per quarter

COMMERCIAL STREET LIGHT

\$96.55 per quarter

**CITY OF NEWPORT
2015 ELECTRICAL PERMIT FEE SCHEDULE**

Residential	Fee Amount
Minimum Fee	\$ 38.50
Single Family Dwelling and Multi Family Dwelling with Individual Service	148.50
Multi-Family Dwelling with Common Service	77.00 each
Swimming Pool, Spa, Fountain	84.00
Finish Basement, Rough-In- and Final Inspection	77.00
Amperes Service, Generators, and Other Power Supplies and Feeders to Separate Structures	
0-400 Amperes	38.50
401-800 Amperes	66.00
> 800 Amperes	110.00
Circuits	
0-200 Amperes	6.60
> 200 Amperes	16.50
Street, Parking, and Outdoor Lighting Standard	5.50
Traffic Signals	5.50
Transformers for Light, Heat, and Power (0-10 KVA)	16.50
Transformers for Light, Heat, and Power (> 10 KVA)	33.00
Transformers for Electronic Power Supplies, Signs, and Outline Lighting	5.50
Alarm Communication, Remote Control and Signal Circuits less than 50 Volts	0.83 each
Electrical Reinspection Fee	38.50
Investigation Fee for Electrical Work Started Without a Permit	Permit Fee
Residential Service Change Fuses to Breakers	75.00
State Surcharge	1.00
Commercial	
Minimum Commercial Electric Fee	\$ 77.00
Electrical Reinspection Fee	38.50
Services	
0-400 Amperes	38.50 each
401-800 Amperes	66.00 each
> 800 Amperes	110.00 each
Circuits and Feeders	
0-200 Amperes	6.60 each
> 200 Amperes	16.50 each
Street, Parking and Outdoor Lighting Standards	5.50 each
Traffic Signals	5.50 each
Transformers for Light, Heat, and Power (0-10 KVA)	16.50 each
Transformers for Light, Heat, and Power (> 10 KVA)	33.00 each
Transformers for Electronic Power Supplies, Signs and Outline	5.50 each
State Surcharge	1.00

**CITY OF NEWPORT
2015 Based on Value Fees**

Permit Cost

Project Valuation	Fee Amount
\$1-\$500	\$25
\$501-\$2,000	\$25 + \$3.25/each additional \$100
\$2,001 - \$25,000	\$73.50 + 14.75/additional \$1,000
\$25,001 - \$50,000	\$415.75 + \$10.75/additional \$1,000
\$50,001 - \$100,000	\$682.50 + \$7.50/additional \$1,000
\$100,001 - \$500,000	\$1,053.50 + \$6/additional \$1,000
\$500,001 - \$1,000,000	\$3,427.75 + \$5/additional \$1,000
\$1,000,001 and up	\$5,945.25 + \$4/additional \$1,000

Plan Review Cost

Up to 65% of Permit Cost

State Surcharge Cost

Project Valuation	Fee Amount
Minimum Cost	\$5
\$1,000,000 or less	\$0 + 0.0005 x Project Valuation
\$1,000,001 - \$2,000,000	\$500 + 0.0004 x Project Valuation - \$1,000,000
\$2,000,001 - \$3,000,000	\$900 + 0.0003 x Project Valuation - \$2,000,000
\$3,000,001 - \$4,000,000	\$1,200 + 0.0002 x Project Valuation - \$3,000,000
\$4,000,001 - \$5,000,000	\$1,400 + 0.0001 x Project Valuation - \$4,000,000
\$5,000,001 and up	\$1,500 + 0.00005 x Project Valuation - \$5,000,000

**CITY OF NEWPORT
2015 Construction Valuation Costs**

Unfinished Standard Basement	\$	16.94	/sf
Basement		40.00	/sf
Frost Footings (5 Courses)		20.00	/lf
Main Floor (Unfinished)		49.08	/sf
Main Floor (Base)		98.16	/sf
2nd Floor (Finished)		98.16	/sf
Bay Windows		1,500.00	each
Garage		37.81	/sf
Extra Baths (Full or 3/4)		3,000.00	each
Rough-In Baths		200.00	each
Whirlpool Bath		3,000.00	each
Fireplace (Masonry)		7,000.00	each
Fireplace (Zero Clearance)		3,000.00	each
Wood Decks		30.00	/sf
Front Stoop with Roof		25.00	/sf
Concrete Patio		3.00	/sf
Concrete Driveways and Floor Slabs		3.00	/sf
Asphalt Driveways		2.00	/sf
Cement Sidewalk		3.00	/sf
Brick or Stone Veneer		7.00	/sf
Patio Doors (6/0 x 6/8)		2,000.00	each
Patio Doors (8/0 x 6/8)		3,000.00	each
Porch Enclosed/Finished Interior		40.00	/sf
Screen Porch		30.00	/sf
Lawn Irrigation System		3,000.00	each
Accessory Buildings Less Than 160 Sq Ft		20.00	/sf
Pole Barn		25.00	/sf



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: July 1, 2015

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

BACKGROUND

Recently, the State Legislature passed an amendment to allow for brew pubs or taprooms to sell growlers off-sale on Sundays. Councilman Lund requested staff to research amending Chapter 5 to allow for this.

DISCUSSION

Please find attached a red-lined version of Chapter 5, Alcoholic Beverages, addressing the requested change. Per the State Legislature amendment, businesses that brew less than 20,000 barrels of its malt liquor annually can sell growlers off-sale on Sundays if the city allows for it. The attached language allows for that to take place. The City Council will need to hold a public hearing and discuss the amendment at its July 16, 2015 meeting.

RECOMMENDATION

The City Council can either approve or deny Ordinance No. 2015-6.

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

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

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

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

500.04 Licenses.

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

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

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

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

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

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

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

- B. A Brewer may only hold one (1) Brewer Taproom License within the City.
- C. The only alcoholic beverage that may be sold or consumed on the premises of a licensed Brewer Taproom will be the malt liquor produced by the Brewer upon the Brewer Taproom premises.
- D. Nothing in this subdivision precludes the holder of a Brewer Taproom License from also holding a license to operate a restaurant on the premises of the brewery.
- E. A Brewery Taproom License may not be issued to a Brewer if the Brewer seeking the license, or any person having an economic interest in the Brewer seeking the license or exercising control over the Brewer seeking the license, is a Brewer that brews or produces more than 250,000 barrels of malt liquor annually or a winery that produces more than 250,000 gallons of wine annually, as defined and prescribed by Minn. Stat. §340.301.

Subd. 7 On-Sale Brew Pub License. On-sale Brew Pub Licenses shall be issued only to hotels, clubs, restaurants, bowling centers, or exclusive liquor stores and shall permit the sale of malt liquor produced on the licensed premises. A licensee cannot sell more than 3,500 barrels of the malt liquor produced on the licensed premises per year. A licensee may hold both an On-Sale License and an On-Sale Brew Pub License.

Subd. 8 Temporary On-Sale License. Temporary on-sale licenses shall only be issued to a club, charitable, religious, or nonprofit organization duly incorporated as a religious or nonprofit corporation under the laws of Minnesota, in connection with a social event within the City. The City may authorize the temporary on-sale license for no more than four (4) days and cannot issue more than 12 days worth of temporary licenses to any one organization in a calendar year. The applicant for a temporary on-sale license shall comply with all other State laws and rules and City ordinances governing the sale of liquor.

Subd. 9 Temporary On-Sale 3.2% Malt Liquor License. Temporary on-sale 3.2% malt liquor licenses shall only be issued to a club, charitable, religious, or nonprofit organization, duly incorporated as a religious or nonprofit corporation under the laws of Minnesota. The applicant for a temporary on-sale 3.2% malt liquor license shall comply with all other State laws and rules and City ordinances governing the sale of 3.2% malt liquor.

Subd. 10 Optional 2:00 a.m. License. The City of Newport allows for the sale of alcohol until 2:00 a.m. by licensed establishments. Licensees desiring to apply for a liquor license to be allowed to sell alcoholic beverages until 2:00 a.m. on all days of the week must apply for an Optional 2:00 a.m. License from the Minnesota Alcohol and Gambling Enforcement Division and pay a fee as established to the Division. The Optional 2:00 a.m. License will run 12 months from the date of approval by the Alcohol and Gambling Enforcement Division. Licensees must notify the City of Newport that they applied to the State of Minnesota for an Optional 2:00 a.m. License.

Subd. 11 Off-Sale Licenses. Off-sale licenses shall be issued only to restaurants or exclusive liquor stores, and shall permit the sale of liquor only in its original container or packaging and for consumption off of the licenses premises. Off-sale licenses may not be located within 1,000 feet of an existing off-sale license.

Subd. 12 Off-Sale Brew Pub License. A licensee that holds a Brewer Taproom License or On-Sale Brew Pub License may also be issued an Off-Sale Brew Pub license to sell Growlers of the malt liquor produced on the licensed premises, subject to the following conditions:

- A. The Growler must be a 64 ounces.
- B. The Growler must be properly sealed with a twist type closure, cork stopper or plug.
- C. The Growler must also bear a plastic or paper adhesive band, strip or sleeve that extends over the top of the container forming a seal that must be broken upon opening the Growler.
- D. The seal and the Growler must bear the name and address of brew pub and will be considered intoxicating liquor.
- E. Off-sale brew pub hours are the same as the hours for off-sale liquor stores as defined in Section 500.09, Subd. 2.

F. Not more than 500 barrels or 50 percent of the brew pub’s annual production may be sold at off-sale.

G. A licensee that holds an Off-Sale Brew Pub License and manufactures less than 20,000 barrels of malt liquor per year may sell Growlers off-sale of the malt liquor produced on the licensed premises on Sundays between the hours of 8:00 a.m. and 10:00 p.m. with the permission of the City Council.

F.H.

Subd. 13 Off-Sale 3.2% Malt Liquor License. Off-sale 3.2% malt liquor licenses shall permit only the sale of 3.2% malt liquor at retail, in the original package, for consumption off the premises.

500.05 Application for License.

Subd. 1 Form. Every application for a license issued under this Chapter shall be on a form provided by the City. Every application shall state the name of the applicant, his or her age, representations as to his or her character, with such references as the Council may require, his or her citizenship, the type of license applied for, the business in connection with which the proposed license will operate and its location, whether the applicant is owner and operator of the business, how long he or she has been in business at that place, and such other information as the Council may require from time to time. In addition to containing the information, the application shall be in the form prescribed by the Commissioner of Public Safety, and shall be verified and filed with the Clerk-Administrator. No person shall make a false statement in an application.

Subd. 2 Bond. Each application for a license shall be accompanied by a surety bond, or in lieu thereof cash or United States Government bonds. The surety bond or other security shall be in the sum of \$3,000.00 for an on-sale or an on-sale wine license and \$1,000.00 for an off-sale license. If a liability insurance policy is made subject to all the conditions of a bond under that statute, the policy may be accepted by the Council in lieu of a bond.

Subd. 3 Approval of Security. The security offered under Subd. 2 shall be approved by the Council, and in the case of applicants for on-sale wine licenses, off-sale licenses, off-sale brew pub licenses, and optional 2:00 a.m. licenses by the State Commissioner of Public Safety. Surety bonds and liability insurance policies shall be approved as to form by the City Attorney. Operation of a licensed business without having on file with the City at all times effective security as required in Subd. 2 shall be a cause for revocation of the license.

**CITY OF NEWPORT
ORDINANCE 2015-6**

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

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

CHAPTER 5. ALCOHOLIC BEVERAGES

Section 500 - General Provisions

500.04 Licenses.

Subd. 12 Off-Sale Brew Pub License. A licensee that holds a Brewer Taproom License or On-Sale Brew Pub License may also be issued an Off-Sale Brew Pub license to sell Growlers of the malt liquor produced on the licensed premises, subject to the following conditions:

- G. A licensee that holds an Off-Sale Brew Pub License and manufactures less than 20,000 barrels of malt liquor per year may sell Growlers off-sale of the malt liquor produced on the licensed premises on Sundays between the hours of 8:00 a.m. and 10:00 p.m. with the permission of the City Council.

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

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative:

Effective Date

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

Adopted by the City Council of the City of Newport, Minnesota on the 16th day of July, 2015.

Signed: _____
Tim Geraghty, Mayor

Attest: _____
Deb Hill, City Administrator

Memorandum

To: Newport Planning Commission
Reference: Newport Business Center-- Rezoning and CUP

Copies To: Deb Hill, City Administrator
Renee Eisenbeisz, Executive Analyst
Joe Sullivan, Applicant
Jon Herdegen, MSA, City Engineer
Project No.: 15742.003

From: Sherri Buss, RLA AICP, City Planner
Routing:

Date: July 6, 2015

SUBJECT: Newport Business Center
Application for Rezoning and a Conditional Use Permit (CUP)

MEETING DATE: July 13, 2015

LOCATION: Hastings Avenue north of Ford Road
PID 25-028-22-32-0035

APPLICANT: Joe Sullivan
August Ventures, LLC
5021 Vernon Avenue Suite 202
Edina, MN 55436

CURRENT ZONING: MX-2 (Mixed Use Commercial)

60-DAY PERIOD: August 14, 2015

ITEMS REVIEWED: Application, site plan, grading and drainage plan, utility plan, landscape plan, survey and contour information, submitted June 13, 2015.

BRIEF DESCRIPTION OF THE REQUEST

The applicant, Joe Sullivan of August Ventures LLC, has submitted an application to develop two buildings and the surrounding site to include new office, warehouse, and commercial uses on a vacant parcel on Hastings Avenue, north of Ford Road. The parcel is 10.79 acres in size.

The application includes a request for rezoning and a Conditional Use Permit (CUP) for the proposed uses at the site.

REZONING REQUEST

BACKGROUND

August Ventures LLC is requesting that the City rezone the parcel where the business center would be located from its current MX-2 classification (Mixed Use – Commercial) to the B-1 Business Park/Office zoning classification. The proposed Warehouse use is not permitted in the MX-2 Classification, and is only permitted in the City's Business zoning districts.

The parcel was included in a Business zoning classification in the land use plan and zoning map included in the City's 2030 Comprehensive Plan. The City selected that zoning based on the size of the parcel, freeway and highway access and visibility, and the existing power-line easement on the parcel which makes development of residential uses on the parcel difficult. The Business district classification permitted Office, Warehouse and other Commercial uses with a Conditional Use Permit, and was similar to the current B-1 District. Several parcels to the south of the August Ventures parcel were also included in the Business classification at the time of the Comp Plan adoption in 2010.

A couple of years ago, the owner of the parcel talked with the Planning Commission about the zoning of his property as the Commission was considering the zoning for the parcels along Hastings Avenue. He expressed a preference to be included in an MX District like other parcels on Hastings Avenue to allow the maximum flexibility for the types of development that he thought might occur on his parcel, including residential uses. The Commission recommended that the parcel be included in the MX-2 Commercial classification based on the request of the landowner and assumptions about the likely use of the parcel at that time. However, no development has occurred on the parcel since the change in classification, and the City has received no inquiries indicating interest in the development of mixed residential and commercial uses on the site.

ANALYSIS OF THE REZONING REQUEST

The subject property includes one large parcel that is 10.79 acres in size. It is located on Hastings Avenue, with excellent access to Highway 61 and Interstate 494. The parcel includes an easement for a power line that restricts the use of that portion of the property and presents challenges for the development of many types of uses. The parcel is vacant, and physically separated from surrounding MX and RE districts by highways, steep topography, and an existing regional stormwater pond.

The applicant is requesting to change the zoning from MX-2 (Mixed Use – Commercial) to B-1 (Business Park/Office/Warehouse). The descriptions of the two districts in the Zoning Ordinance are as follows:

- The B-1 District is intended to provide locations for office, warehouse, and related uses in a business park setting. Some accessory commercial services may also be a part of this land use type to serve the employment base.
- The MX-2 District is intended to provide areas that integrate diverse commercial and residential uses on lots that are typically larger than those in the MX-1 District.



Section 1310.02, Subd. 3 of the City's Zoning Ordinance provides the criteria for evaluating rezoning applications:

- Compatibility with the Comprehensive Plan and the existing and proposed land uses on and around the site.
- How the proposed zoning would fit in with the general zoning pattern of the neighborhood and city.
- The conservation of property values.
- Advantages to the entire City.
- No change shall be recommended unless it is in the interest of public health, safety and welfare, and is compatible with the comprehensive plan.

The next sections include the staff evaluation of the proposed rezoning based on the criteria in the ordinance listed above.

Existing uses on and around the site

The existing zoning of areas around the parcel includes the following:

- The uses to the north and east are large-lot residential uses. They are separated from the parcel by steep topography and existing heavily-wooded areas. The existing power line on the site would make any residential development of the August Ventures parcel unlikely.
- Parcels to the west of the site are occupied by Highway 61.
- The parcels to the south are occupied by commercial land uses that are located in the MX-1 District (Downtown District).
- The only existing use on the site is a high-capacity overhead power line. The easement for the power line permits parking within the easement, but severely limits other uses.

The proposed zoning classification and potential uses will be compatible with and supported by the existing uses to the west and south. The uses will be separated from the large-lot residential uses to the north and east by topography and vegetation. The existing pond to the south provides a buffer between the parcel and the commercial and residential uses to the south. The previous zoning classification of the parcel in the Comprehensive Plan permitted commercial, warehouse, and other business uses, so the proposed classification will not change the situation for surrounding uses. The proposed use is compatible with existing and proposed land uses around the site.

Fit with the City's General Zoning Pattern

The City's general zoning patterns include classification of the areas along Highway 61 and Interstate 494 as Industrial, Business, and Mixed-Use Districts that take advantage of the roadway access and visibility, and are compatible with the high traffic on these roadways. Residential districts are located to the west and east, closer to the Mississippi River and in the bluff areas of the City. The City has generally zoned large parcels along Highway 61 for Business and Industrial uses, to encourage commercial and industrial development and job growth on the few remaining large undeveloped parcels in the City. Rezoning the parcel to the B-1 District will be compatible with the general zoning patterns of the City.

Conservation of Property Values

The change from Mixed Use to Business zoning is unlikely to reduce the property values on the parcel or adjacent parcels, and will provide the opportunity to develop a higher-value use on



parcel owned by August Ventures. The B-1 zoning will provide for the highest viable property use and greatest site utilization given the existence of the high-capacity overhead power lines that encumber approximately half of the property.

Advantages for the Whole City

Newport is actively trying to attract new development to several sites in the City, including the August Ventures site. Rezoning that will permit this development on a vacant parcel with high visibility and excellent roadway access has the potential to increase property values and property taxes, provide jobs, and improve the image of the City.

Compatibility with the Comprehensive Plan

The 2030 Comprehensive Plan update designated the August Ventures parcel for Commercial land use and Business District zoning. The proposed rezoning to the classification originally recommended in the Plan will be consistent with the goals and intent of the Comprehensive Plan.

“Spot Zoning”

Zoning a single parcel for a use that is different from surrounding parcels may raise concerns about “spot zoning.” “Spot zoning” occurs when a zoning amendment does not conform to the comprehensive plan, typically when the zoning for a small parcel is changed in an arbitrary or unreasonable way to a use that is inconsistent with the use to which the rest of the district is restricted and to the detriment of other owners.

The Planner recommends that in this case, the rezoning does not meet the definition of “spot zoning” for the following reasons:

- The rezoning is consistent with the adopted Comprehensive Plan
- The parcel is a relatively large parcel within Newport
- The parcel currently has a unique classification that is different from surrounding uses based on the specific location and physical characteristics of the parcel. The rezoning will change the classification of this parcel only; there are no other areas or owners affected within this district.

FINDINGS FOR THE REZONING REQUEST

1. The proposed rezoning from the MX-2 District to the B-1 District is consistent with the adopted land use and zoning maps in the 2030 Comprehensive Plan, and with the adjacent transportation and commercial land uses to the west and south. The use on the site will be separated from adjacent rural residential areas by steep topography and existing wooded vegetation..
2. The proposed zoning is compatible with the general zoning patterns in the City, which have zoned the areas along major roadways for Business, Industrial, and Mixed Commercial/Residential Districts.
3. Based on the consistency with surrounding land uses, the rezoning is likely to conserve property values in the City and increase the value on the parcel.
4. The rezoning will permit development of a vacant, highly-visible site and will result in positive impacts for the City by permitting development of a vacant parcel which will increase property values and taxes, provide new jobs, and improve the image of the City.



The Planner's findings for the proposed rezoning indicate that the proposed rezoning to the B-1 District is compatible with Comprehensive Plan and meets the other ordinance criteria for rezoning.

If the rezoning is approved by the City Council, the City will update the zoning map to include the parcel in the B-1 District.

CONDITIONAL USE PERMIT REQUEST

BACKGROUND

The applicant is requesting a Conditional Use Permit (CUP) to develop an office/warehouse use and commercial use on the site in two buildings. The Zoning Ordinance requires that Warehouse uses in the B-1 Districts obtain a Conditional Use Permit.

The site plan shows two proposed buildings: a 100,000+ square-foot building that will house warehouse and office uses, and a second 7,000 square-foot building that is proposed for commercial use(s). The site owner estimates that the larger building will be developed with about 75% of the space occupied by warehouse uses and 25% of the space by office uses. The site map identifies the proposed parking areas and access to the site. It also notes the bluff line on the site and the easement for the power line.

The future occupants of the buildings have not been determined. The applicant sent a list of the types of uses that currently occupy his office/warehouse buildings in other Metro Area locations, indicating that the office/warehouse building is likely to have similar occupants. The list included: Fertilizer and equipment supplier, powder coating manufacturer, heavy equipment parts supplier, medical device assembly and distributor, art inventory storage, customized logo bottle water supplier, retail apparel wholesaler, commercial food preparation, metal fabrication, medical supply wholesaler, personal cosmetic manufacturer and supplier, safety equipment manufacturer, assembly equipment manufacturer, merchandise wholesaler, testing equipment manufacturer and wholesaler, merchandise re-seller, small equipment repair/warranty work, commercial cleaning supplies and equipment wholesaler, musical equipment wholesaler, restaurant equipment refurbishing and wholesale, electric motor supplier, electrical equipment refurbishing and recycling. These manufacturing and wholesaling uses are permitted in the B-1 District with a CUP.

EVALUATION OF THE REQUEST:

1. Zoning District and CUP Standards

The B-1 (Business Park/Office/Waterhouse) District is intended to provide locations for office, warehouse, and related uses in a business park setting. Some accessory commercial services may also be a part of this land use type to serve the employment base.

Section 1310.10 of the code indicates that the city may grant a CUP when the use is consistent with the Zoning Ordinance and Comprehensive Plan, and the City may impose conditions and safeguards to protect the health, safety and welfare of the community. Criteria for evaluating the proposed uses and developing conditions for the CUP include the following:



1. The proposed use is designated in Section 1330 of the development code as a conditional use in the appropriate zoning district.
2. The proposed use is consistent with the Newport Comprehensive Plan.
3. The proposed use will not be detrimental to or endanger the public health, safety or general welfare of the City, including the factors of noise, glare, odor, electrical interference, vibration, dust, and other nuisances; fire and safety hazards; existing and anticipated traffic conditions and parking facilities on adjacent streets and land.
4. The potential effects of the proposed use on surrounding properties, including valuation, aesthetics and scenic views, land uses, and character and integrity of the neighborhood.
5. The potential impacts of the proposed use on governmental facilities and services, including roads, sanitary sewer, water and police and fire.
6. The potential impacts on sensitive environmental features including lakes, surface and underground water supply and quality, wetlands, slopes, flood plains and soils.
7. The City may also consider whether the proposed use complies or is likely to comply in the future with all standards and requirements set out in other regulations or ordinances of the City and other governmental bodies having jurisdiction in the City.
8. In permitting a new conditional use, the City may impose additional conditions which it considers necessary to protect the best interest of the surrounding area or community as a whole.

This staff report evaluates the request for a Conditional Use Permit for the property located at 478 7th Avenue based on the City's zoning ordinance and related standards.

2. Proposed Use—Office/Warehouse with Commercial Use

The proposed use is permitted with a CUP in the B-1 District. If the City Council approves the requested rezoning, the use will be consistent with the Zoning Ordinance.

3. Comprehensive Plan

The Comprehensive Plan supports the development of commercial and business park land uses along the Highway 61 corridor. It states that the Commercial/Business Park areas will include a variety of commercial, office, warehouse and light manufacturing uses. The plan includes goals to improve and balance the City's tax base and expand employment opportunities. It supports the development of new business to improve the City's tax base and expand employment. The proposed use is consistent with the goals, land use and zoning maps included in the 2030 Comprehensive Plan.

4. Dimensional Standards, Setbacks, and Requirements

The dimensional standards and setbacks for the B-1 district that apply to the proposed site plan include the following:

- Minimum lot area: 15,000 square feet
- Minimum lot depth: 150 feet
- Minimum lot width: 100 feet
- Maximum lot coverage (buildings): 30%
- Structure setbacks: Front yard: 50 feet (if across from a residential district); side yard 10 ft.; Rear yard, 50 ft.



Parking setbacks: Front yard: 50 feet; side and rear yard: 50 ft.
Maximum building height: 40 feet
Public utilities required, including sewer

The site plan meets the dimensional standards and setback requirements. The application states that the larger building will have a maximum height of 38 feet, and the second building will be smaller.

The sections that follow analyze the application in relation to criteria #3-6 in the zoning ordinance for evaluating Conditional Use Permit applications.

5. Traffic and Roadways

The site plan indicates that a new driveway will provide access to and from the site from Hastings Avenue.

MnDOT staff reviewed the proposed plan for the Business Center, and identified no concerns related to the proposed use of regional roadways.

The City Engineer also reviewed the design plans for Hastings Avenue, and concluded that the road is a 9-ton design for low-volume commercial traffic (capable of handling up to 150 heavy commercial vehicles per day). He stated that “assuming that the commercial vehicle traffic predominately arrives from the north (Bailey Road) so that it does not conflict with other commercial traffic for existing businesses to the south, and the proposed development does not produce an excess of 150 commercial vehicles per day, we would conclude that Hastings Avenue is sufficient in both design and cross –section to handle the proposed development.”

The Planner asked the applicant to estimate the number vehicles that would use Hastings Avenue, and daily traffic to and from the development. The applicant’s engineer estimated approximately 550 trips per day to and from the site at full occupancy. The trips include auto and truck trips; the number of truck trips cannot be estimated until the owner has more knowledge of the future occupants of the building.

6. Parking Requirements and Driveways

Parking Requirements. Section 1330.06 of the Zoning Ordinance includes standards for parking. The ordinance requires the following:

- Office uses: minimum 1 space per 250 square feet of gross floor area
- Warehouse uses: minimum 1 space per 2,000 square feet of gross floor area
- Retail/service uses: minimum 1 space per 250 square feet of gross floor area

Based on the site plan that indicates approximately 25,000 square feet of office use, 75,000 square feet of warehouse use, and 7,000 square feet of retail/service use, the site would need a minimum of 100 parking spaces for the office use, 38 spaces for the warehouse use, and 28 spaces for the retail/service use. The proposed parking shown on the site plan meets the code requirements.

Pavement and Driveways. The Zoning Ordinance requires that all parking, loading and service areas and driveways in Mixed-Use, Business and Industrial Districts be constructed of concrete, asphalt or similar durable and dustless surface that meets the City’s Public Works Design



Manual standards, and that the periphery of all parking areas and drives shall be constructed with poured-in-place concrete curbing unless otherwise approved by the City.

The site plan indicates that the parking areas will be paved with a combination of concrete and heavy-duty asphalt on truck areas. The site plan indicates that standard B 612 curb will surround the lots.

The proposed paving and curb meet the ordinance requirements.

7. Building design and materials/Accessory Structures

Section 1330.05, Subd. 3 of the Zoning Ordinance lists the permitted exterior building materials that may be used in non-residential zoning districts. The applicant stated that “The larger building will be constructed with materials adhering to the city’s material building standards, using masonry, generous glass lines and architectural accents of brick, stucco or stone. The smaller building will be constructed of brick and/or stucco and have generous glass lines appropriate for the use.”

The exterior design of the buildings has not been completed. The applicant will complete the final design of the structures if the City approves the rezoning and conditional use permit.

The Planner included a proposed condition that the applicant shall provide the building plans, elevations and detailed building materials information to the City staff for approval prior to the approval of a building permit.

8. Exterior Storage Requirements

Section 1350.13 requires that no materials, products or equipment be stored outside of an enclosed building except for daily display of merchandise during store hours. The Planner has included a proposed condition for the CUP that no outside storage is permitted on the site. The performance standard related to “outside storage” does not include vehicle storage, which is addressed in another section of the ordinance.

9. Refuse and Recycling

Section 1350.13 requires that all refuse and recycling containers be stored in the principle structure or a fully enclosed accessory structure, and Section 1330.05 (Subd 10) further requires that dumpsters, trash, trash handling equipment and recycling equipment shall be stored within an enclosed accessory structure of the same materials as the principal structure. The site plan does not include a location for trash handling and recycling. The Planner has included a proposed condition for the CUP that refuse and recycling for the business shall meet the ordinance requirements.

10. Screening and Fencing Requirements

The ordinance requires that any vehicles parked for more than forty-eight hours shall be completely screened from residential uses, and screened from the eye-level view of public streets and from the public front and office sides of business and industrial uses.

The description of the proposed uses does not indicate that parking of vehicles will occur for more than 48 hours. If such parking will occur on the site, the location should be screened from



adjacent public streets and residential uses. The Planner has included a condition that vehicles parked for more than 48 hours must be screened from the eye-level view of public streets and adjacent residential uses.

11. Utility Equipment—Screening Requirements

The ordinance requires that all utility equipment (heating and ventilating equipment, meters, and similar equipment) shall be completely screened from eye-level view of adjacent properties and streets. If any utility equipment will be added to the structures, it must meet the ordinance requirement. The equipment and screening should be shown on the final building plans and elevations that the applicant submits to the City.

12. Lighting

The application did not include a lighting plan. The lighting on the site must meet the requirements of Subdivision 13 of Section 1330.05 of the ordinance to be “of a downcast, cutoff type, concealing the light source from view and preventing glare from spilling into residential areas.” The ordinance includes standards for light levels at the property lines.

The applicant shall submit a lighting plan to the City showing the proposed lighting locations and lighting fixtures. The lighting plan shall show the light levels at the site boundaries to meet the ordinance requirements. The City shall approve the lighting plan before approval of a building permit.

13. Landscaping

Section 1330.05, Subdivision 14 includes the landscaping requirements for commercial and office uses:

- At least one over-story tree shall be provided in the front yard for each fifty feet of lot frontage
- The landscape plan materials meet the requirements for physical characteristics such as hardiness and salt-tolerance, and the required proportions of coniferous/deciduous materials.
- The proposed landscape materials meet the planting size requirements of the ordinance.
- There shall be a minimum of one tree for every 1,000 square feet of impervious surface area of parking lots, and parking lots for more than eight cars shall landscape 10 percent of the parking lot surface area.

The parcel has approximately 700 feet of frontage on Ford Road. The applicant is proposing 15 new evergreen trees in the area between the front of the building and the front of the parcel. The proposed species are hardy in the Metro Area, and meet the size requirement of the ordinance. The proposed parking lot landscaping also meets the ordinance requirement.

The site plan meets the landscaping requirements in the Zoning Ordinance.

14. Restricted Operations (noise, odor, glare, etc.) and Hours of Operation

Based on ordinance requirements, noise, odors, smoke and particulate matter should not exceed Minnesota Pollution Control Agency standards. Any glare, direct or reflected, from spotlights or activities on the site should not be visible beyond the property boundaries.



The applicant has not indicated any preferred hours of operation in the application. The site plan proposes the addition of evergreen trees between the parking areas at the front of the building and adjacent uses, and on the east and west sides of the parking lots. The site plan includes preserving existing vegetation near the stormwater ponds and on the slopes in the northeast portion of the site.

The Planning Commission should discuss whether the conditions for the use should include required hours of operation, and whether the screening included in the site plan is and landscape plan are sufficient to meet the intent of the ordinance to screen adjacent properties from glare or lights. The Planner included an aerial photo of the site for this discussion.

15. Signs

The application did not include locations or plans for proposed signs. A freestanding entry sign is permitted for this business. Signs must meet the ordinance requirements. The conditions include a requirement that the applicant obtain any required sign permits.

16. Infrastructure, Public Services, Health and Welfare

The City Engineer reviewed the site plans and indicated that adequate sewer and water services are available to serve the proposed uses at the site. He also provided the following comment regarding sewer and water services to the site:

“During the construction of the stormwater management facilities along Ford Road in 2011, the City installed two 18-inch casing pipes below the influent swale near the southeast corner of the property proposed for development. The purpose of these casing pipes is to provide utility service to this property. The applicant may consider utilizing one of these casing pipes for sanitary sewer service to the property should they desire a deep sewer service connection. The applicant should strongly consider utilizing the other casing pipe for a looped watermain extension around the southeast corner of the proposed building to maximize the water available for fire-flow.”

The Planner has included a condition that the applicant should address the Engineer's comments in the utility plans for the development.

17. Environmental Issues

The site includes a bluff area in the north and east portions of the site. The applicant's surveyor delineated the top of the bluff based on the site contours. The site plan submittal meets the requirements of the bluff overlay ordinance, as follows:

- The application included the required site plan, including topography and delineation of the bluffline, grading plan, drainage plan, landscape plan, and location of proposed structures and paved areas.
- The City Engineer has confirmed that the existing stormwater pond to the south will provide the stormwater management facilities needed to manage runoff from the site.
- The proposed development will not impact the bluff area, and vegetation on the steep slopes will be preserved.
- Vegetation that will be removed is within the spaces that will be occupied by a structure, parking area and driveway.
- No wetlands are located on the site, and none will be impacted by the development.



No development is proposed within the bluff area. Disturbed areas near the bluffs will be seeded. The site plan meets the bluff overlay district requirements.

18. Stormwater Management

The City Engineer reviewed the stormwater plan for the site, and provided the following comments:

"We have reviewed the Planning Request Application, preliminary construction plans and survey prepared by August Ventures LLC for the Newport Business Park located north of Ford Road along the east side of Hastings Avenue, formerly the Swanlund Property. The application documents are general consistent with the applicable standards outlined in the Newport City Code and Public Work Design Manual. We offer the following comments for your review and consideration:

1. The FES S-8 shown on the Grading and Drainage Plan should be located as far east as possible to avoid short-cycling the stormwater treatment facility.
2. No stormwater runoff from pavement, buildings or other impervious surfaces shall be directed toward the infiltration basin located directly south of the retail building.
3. Applicable stormwater BMP's shall be in-place prior to beginning any construction related activities. Particular emphasis shall be made to slopes directed toward existing stormwater management facilities.

A copy of the application was forwarded to the South Washington Watershed District for review. SWWD staff had no comment on the CUP application. The Engineer indicated that the comments do not need to be addressed prior to review by the Planning Commission and approval by the Council, and recommended that they be included in the list of conditions for approval.

FINDINGS FOR THE CONDITIONAL USE PERMIT REQUEST

1. The proposed use is designated in Section 1330 of the development code as a conditional use in the B-1 Zoning District.
2. The proposed use is consistent with the Newport Comprehensive Plan, which supports the development of business and commercial uses in the areas along Highway 61.
3. The conditions for approval of the proposed use include requirements for development and operation of the site so that the proposed use will not be detrimental to or endanger the public health, safety or general welfare of the City, including the potential impacts of noise, glare, dust, and other nuisances; fire and safety hazards; and existing and anticipated traffic conditions and parking facilities.
4. The development of the property with Office/Warehouse and Commercial uses will have positive results for the City.
5. The proposed use will have no negative impacts governmental facilities and services, including roads, sanitary sewer, water and police and fire.
6. In permitting a new conditional use, the City has adopted conditions which it considers necessary to protect the best interest of the surrounding area or community as a whole.



The Planner finds that with proposed conditions, the request meets the ordinance requirements for a Conditional Use Permit.

ACTION REQUESTED FOR THE REZONING AND CUP REQUEST:

The Planning Commission can recommend:

1. Approval
2. Approval with conditions
3. Denial with findings
4. Table the request

PLANNING STAFF RECOMMENDATIONS:

The Planner recommends that the Planning Commission recommend to the City Council approval of the Newport Business Center request for a Rezoning of parcel 2502822320035 to the Business Park/Office/Warehouse (B-1) Zoning District.

The Planner also recommends that the Planning Commission recommend that the Council approve a Conditional Use Permit for the Warehouse/Office and Commercial use of the property, with conditions. The Planner recommends the following conditions for the proposed uses:

1. The Applicant shall submit Final Plans that are substantially in conformance with the plans that were submitted to the City on June 15, 2015. The Plans shall include building plans, elevations, and detailed information on exterior building design and materials that are consistent with the City's performance standards. The Building Plans shall be approved prior to approval of a building permit.
2. The Applicant shall address the Engineer's comments regarding utilities and stormwater management and submit the final site and utility plans to the City Engineer for review prior to approval of a building permit.
3. Maximum truck loads serving the site may not exceed 9 tons in weight year-round.
4. The applicant shall provide the plans for the buildings to the City staff for approval.
5. No outside storage is permitted on the site.
6. All trash and recycling equipment shall be stored within a closed structure. The materials used to construct the trash enclosure shall be the same materials used on the exterior of the principal structure.
7. Vehicles parked for more than 48 hours must be screened from the eye-level view of public streets and adjacent residential areas.
8. Lighting shall conform to the ordinance requirements. The applicant shall submit a lighting plan to the City for approval prior to approval of a building permit.
9. Any utility equipment installed at the site must meet the ordinance requirements.
10. The Applicant shall apply to the City for a permit for sign(s) proposed as the site. All signs shall meet the ordinance requirements.
11. The applicant shall pay all fees and escrow associated with this application.



City of NEWPORT Planning Request Application

Newport City Hall ♦ 596 7th Avenue ♦ Newport ♦ Minnesota ♦ 55055 ♦ Telephone 651-459-5677 ♦ Fax 651-459-9883

Application Date: 6/15/15 Public Hearing Date _____

Applicant Information

Name: August Ventures, LLC Telephone: 612-719-9999
Mailing Address: 5021 Vernon Ave, Suite 202 Telephone: _____
City/State/Zip: Edina MN 55436

Property Owner Information

Name: August Ventures, LLC Telephone: _____
Mailing Address: <same> Telephone: _____
City/State/Zip: _____

Project Information

Location of Property: SEC of Hwy 61 and I-494 on Hastings Ave.
Legal Description of Property (Must match description on the Deed) and P.I.D. #: _____
See attached legal
PID: 25-028-22-32-0035

- Zoning District: _____ Flood Plain: **AE 0.2% Annual Chance Flood Hazard**
- | | |
|--|---|
| <input type="checkbox"/> Comprehensive Plan Amendment | \$500 or Actual Cost plus \$50 for Additional Staff Hours (10 Hr Min) |
| <input checked="" type="checkbox"/> Rezoning | \$500 plus Escrow |
| <input type="checkbox"/> Zoning Amendment | \$500 |
| <input type="checkbox"/> Variance | \$300 plus Escrow |
| <input checked="" type="checkbox"/> Conditional Use Permit | |
| <input type="checkbox"/> Residential | \$300 plus Escrow |
| <input checked="" type="checkbox"/> Commercial | \$450 plus Escrow |
| <input type="checkbox"/> Subdivision Approval | |
| <input type="checkbox"/> Minor Subdivision | \$300 plus Escrow and Parkland Dedication Fee |
| <input type="checkbox"/> Major Subdivision | \$500 plus Escrow, \$50 per Lot, \$200 for Final Plat, and 10% of land value or fee for Parkland Dedication Fee |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Applicable Zoning Code Chapter: _____ | |
| <input type="checkbox"/> Review by Engineer Cost: _____ | |
| <input type="checkbox"/> Total Cost: _____ | |

Escrow Fees

The City of Newport requires that any developer or every person, company, or corporation that is seeking a planning request must first submit detailed plans to the City. The person submitting the planning request must also submit prepayment to the City to cover any expenses that the City incurs by investing extensive amounts of time reviewing these plans. All unused escrow fees will be returned to the applicant upon completion of the request. Additionally, if actual costs are above the paid escrow, the applicant will be required to pay the additional amount. The fees are as follows:

Planning Request	Escrow Fee
Rezoning	\$500
Street/Alley Vacation	\$1,000
Residential Variance	\$500
Commercial Variance	\$1,000
Residential Conditional Use/Interim Use Permit	\$750
Commercial Conditional Use/Interim Use Permit	\$1,000
Preliminary Plat Under 10 Acres	\$3,500
Preliminary Plat Over 10 Acres	\$6,500
Residential Minor Subdivision, Major Subdivision, Site Plan Review, Final Plat, and Planned Unit Development:	
8 Units or Less	\$2,000
9 to 40 Units	\$3,200
41 Units or More	\$4,500
Commercial Minor Subdivision, Major Subdivision, Site Plan Review, Final Plat, and Planned Unit Development:	
0 to 5,000 Square Foot Building	\$2,000
5,001 to 10,000 Square Foot Building	\$3,000
10,001 to 50,000 Square Foot Building	\$3,750
50,000 Plus Square Foot Building	\$4,500

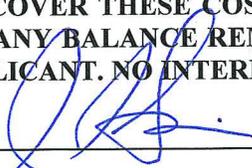
Typical escrow costs include reviewing the application to ensure that State Statutes and the City Codes are followed, preparing the staff report, findings, and recommended conditions for both the Planning Commission and City Council, and communicating with the applicant as needed to complete the staff report. The average fee is \$100 per hour for the Planner and \$70 per hour for the Engineer.

Present Use of Property: Vacant land zoned MX-2 Commercial
Approximately 10.79 acres

State Reason for Planning Request: See attached letter

ALL MATERIALS/DOCUMENTATION, INCLUDING A SITE-PLAN, MUST BE SUBMITTED WITH APPLICATION THAT IS APPLICABLE TO PLANNING REQUEST.

I HEREBY APPLY FOR CONSIDERATION OF THE ABOVE DESCRIBED REQUEST AND DECLARE THAT THE INFORMATION AND MATERIALS SUBMITTED WITH THE APPLICATION ARE COMPLETE AND ACCURATE. I UNDERSTAND THAT APPLICANTS ARE REQUIRED TO REIMBURSE THE CITY FOR ALL OUT-OF-POCKET COSTS INCURRED FOR PROCESSING, REVIEWING, AND HEARING THE APPLICATION. THESE COSTS SHALL INCLUDE, BUT ARE NOT LIMITED TO: PUBLICATION AND MAILING OF NOTICES, REVIEW BY THE CITY'S ENGINEERING, PLANNING AND OTHER CONSULTANTS; LEGALS COSTS, AND RECORDING FEES. AN ESCROW DEPOSIT TO COVER THESE COSTS WILL BE COLLECTED BY THE CITY AT THE TIME OF APPLICATION. ANY BALANCE REMAINING AFTER REVIEW IS COMPLETE WILL BE REFUNDED TO THE APPLICANT. NO INTEREST IS PAID ON ESCROW DEPOSITS

SIGNATURE OF APPLICANT: 

SIGNATURE OF OWNER (IF APPLICABLE): 

For Office Use

Fee: \$2,450 Date Paid: 06/15/15 Receipt #: 3439

Publication of Notice Date: _____

Public Hearing Date: _____

P.C. Resolution #: _____

Council Action Date: _____

Council Resolution #: _____

That part of the West one-half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, lying North of the land covered by the plat of Red Rock Park on file and of record in the Office of the County Recorder, Washington County, Minnesota and lying East of Trunk Highway No. 61 as platted in Minnesota Department of Transportation Right of Way Plat No. 82-99, on file and of record in the Office of the County Recorder, Washington County, Minnesota, except the following described property:

1. All that part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, described as follows, to-wit: Beginning at the intersection of the North line of Ford Avenue with the Easterly right-of-way line of State Highway No. 61, and running thence East along said North line of Ford Avenue 117 feet to an iron pipe monument; thence North at right angles with said North line of said Ford Avenue 75 feet to an iron pipe monument, thence West on a line parallel to and 75 feet North of said North line of Ford Avenue, to the intersection of said parallel line with said Easterly line of said highway; thence Southerly along said Easterly line of said highway 75 feet to the point of beginning.

2. That part of the West Half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, shown as Parcel 219A on Minnesota Department of Transportation Right of Way Plat Numbered 82-99 as the same in on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

3. That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28, Range 22, Washington County, Minnesota, described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, according to the Government Survey thereof; thence North 89 degrees 55 minutes 38 seconds East assumed bearing along the North line of said Northwest Quarter of the Southwest Quarter for a distance of 1309.46 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 00 degrees 08 minutes 42 seconds West along said the East line of the Northwest Quarter of the Southwest Quarter for a distance of 411.84 feet to the point of beginning; thence South 00 degrees 08 minutes 40 seconds West continuing along said East line of the Northwest Quarter of the Southwest Quarter for a distance of 400.04 feet plus or minus to the North right way line of Ford Place; thence South 89 degrees 13 minutes 35 seconds West along said North right way line of Ford Place for a distance of 667.19 feet; thence South 76 degrees 33 minutes 55 seconds West continuing along said North right way line of Ford Place for a distance of 50.44 feet; thence North 13 degrees 26 minutes 05 seconds West at a right angle to said North right way line of Ford Place for a distance of 75.00 feet; thence South 76 degrees 33 minutes 55 seconds West and parallel to said North right way line of Ford Place for a distance of 109.36 feet plus or minus to the Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99; thence North 12 degrees 56 minutes 51 seconds West along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 218.46 feet; thence North 18 degrees 42 minutes 30 seconds East continuing along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 194.56 feet; thence South 37 degrees 26 minutes 23 seconds East for a distance of 60.66 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 130.45 feet; thence South 00 degrees 12 minutes 51 seconds East for a distance of 195.40 feet; thence North 89 degrees 47 minutes 09 seconds East for a distance of 403.33 feet; thence South 00 degrees 12 minutes 52 seconds East for a distance of 111.98 feet; thence South 79 degrees 19 minutes 19 seconds East for a distance of 58.31 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 89.15 feet; thence North 63 degrees 39 minutes 19 seconds East a distance of 23.74 feet; thence North 29 degrees 38 minutes 00 seconds East for a distance of 47.30 feet; thence North 12 degrees 04 minutes 54 seconds East for a distance of 64.12 feet; thence North 00 degrees 06 minutes 52 seconds East for a distance of 156.75 feet; thence Northeasterly along a nontangential curve to the right having a radius of 125.00, a central angle of 40 degrees 05 minutes 31 seconds, an arc length of 87.47 feet, a chord distance of 85.69 feet and a chord bearing of North 36 degrees 25 minutes 14 seconds East to the point of beginning and there terminating.

June 15, 2015

City of Newport
Planning Commission and City Council
596 7th Avenue
Newport, Minnesota 55055

RE: Rezoning Request and Conditional Use Permit Application
10.79 acres of vacant land, Hasting Avenue

To whom it may concern:

Thank you for the opportunity to apply for a rezoning and conditional use permit for the vacant land owned by August Ventures on Hastings Avenue. Presently, the property is zoned MX-2 Commercial; previously, the property was zoned B-1 Business Park/Office Warehouse. I am requesting that the zoning be returned to the original B-1 zoning designation. A rezoning to B-1 is supportable for the following reasons:

- a. The site provides an excellent location with highway access/visibility for office, warehouse and related business park uses providing employment opportunities.
- b. By rezoning from MX-2, the site will not compete for the same users and tenants in the MX-3 districts.
- c. B-1 will allow for higher design standards and material control relative to the I-1 or I-2 districts. B-1 will allow a more complementary building finish with adjacent land uses and diversity of businesses within the development.
- d. Newport has a very limited supply of viable B-1 parcels. Most existing B-1 parcels are relatively small or oddly shaped, have bedrock issues or other limiting conditions.
- e. B-1 zoning provides for the highest possible viable property use and greatest site utilization given the immediate presence of high capacity overhead power lines encumbering half the property.
- f. The project layout minimizes the impact on surrounding property uses. The existing water retention area provides a natural buffer along the south and east borders of the property and the rising topography on the east and north borders of the property provide a natural buffer and distance to adjacent property uses. All trucking activities and trailer storage are on the northern portion of the property and shielded from the most immediate surrounding uses by the building and the natural buffering of the site. As a practical matter, all trucking traffic will come and go to the north along Hastings Avenue to the Highway 61/I-494 interchange and will not negatively impact traffic to the south.



Pursuant to the attached site plan, I am proposing a two building development:

With a parking capacity to provide up to 25% office build-out, the larger building will be an office/warehouse building having a clear height of 32 feet and an elevation not exceeding 38 feet. This configuration will allow for the greatest flexibility to attract prospective businesses. The building will be constructed with materials adhering to the city's material building standards using masonry, generous glass lines and architectural accents of brick, stucco or stone. I anticipate this building will be utilized by the occupying businesses during typical work week/workday hours.

The smaller building of the development be a commercial use and will be constructed of brick and/or stucco and have generous glass lines appropriate to this type of use. I anticipate the businesses occupying this building will have business hours during the typical work week/workday. However, there is some likelihood that the building will be utilized by a medical clinic or complementary retail business that may have typical retail hours.

Please call me if you have any questions regarding my rezoning request or development site plan. I look forward to presenting the development to the Planning Commission in July and the City Council in August. Thank you again.

Sincerely,

Joe Sullivan
612-719-9999



5038

August Ventures, LLC
Minneapolis, MN 55436

Bridgewater Bank
3800 American Blvd. W.
Suite 100
Bloomington, MN 55431
75-1752/910

06/14/15

PAY TO THE ORDER OF City of Newport

\$ **2,450.00

Two Thousand Four Hundred Fifty and 00/100***** DOLLARS |

City of Newport
596 7th Avenue
Newport, MN 55055



AUTHORIZED SIGNATURE

MEMO

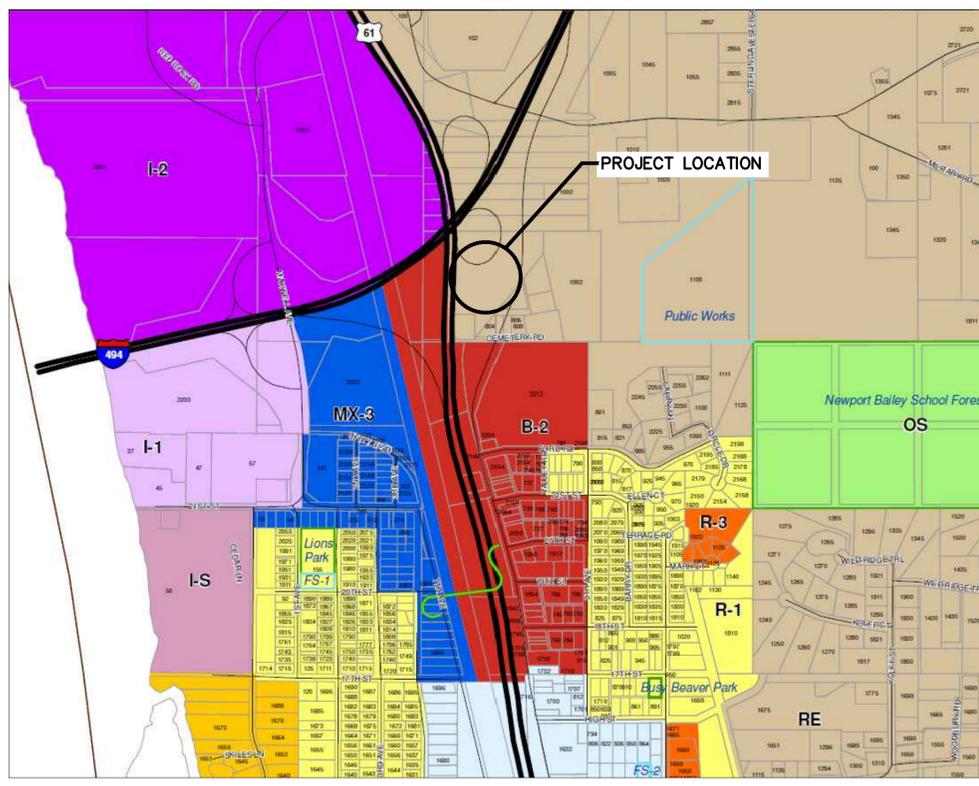
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NEWPORT BUSINESS CENTER

NEWPORT, MINNESOTA

PREPARED FOR:

AUGUST VENTURES



INDEX OF SHEETS

- C1.0 TITLE SHEET
- C2.0 SITE PLAN
- C3.0 GRADING & DRAINAGE PLAN
- C4.0 UTILITY PLAN
- C5.0 LANDSCAPE PLAN

CONTACTS:

Developer/Owner:
 August Ventures LLC
 5021 Vernon Avenue #202
 Edina, MN 55436
 Phone: (612) 719.9999
 Contact: Joe Sullivan

Civil Engineering Consultant:
 Kimley-Horn
 2550 University Avenue West, Suite 238N
 St. Paul, MN 55114
 Phone: (651) 645.4197
 Contact: Brian Wurdeman

Municipality:
 City of Newport
 2550 University Avenue West, Suite 238N
 St. Paul, MN 55114
 Phone: (651) 556.4600
 Contact: Deb Hill

Surveyor:
 Advance Surveying and Engineering
 5300 County Road 101 South
 Minnetonka, MN 55345
 Phone: (651) 474.7964
 Contact: Tom Bloom

ALL CONTRACTORS MUST CONTACT
GOPHER STATE CALL ONE
 MN TOLL FREE 1-800-252-1166
 BEFORE CONSTRUCTION BEGINS
 TWIN CITY AREA 651-454-0002

ALERT TO CONTRACTOR:

- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

K:\TWC_LDE\August Venture\Newport Industrial\3 Design\CAD\PlanSheets\C1.0 - Title Sheet.dwg June 12, 2015 - 11:41am

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PRELIMINARY - NOT FOR CONSTRUCTION

TITLE SHEET

NEWPORT BUSINESS CENTER
 NEWPORT, MINNESOTA

SHEET NUMBER
 C1.0

KHA PROJECT	160806000
DATE	06/15/2015
SCALE	AS SHOWN
DESIGNED BY	NEW
DRAWN BY	NEW
CHECKED BY	BMW

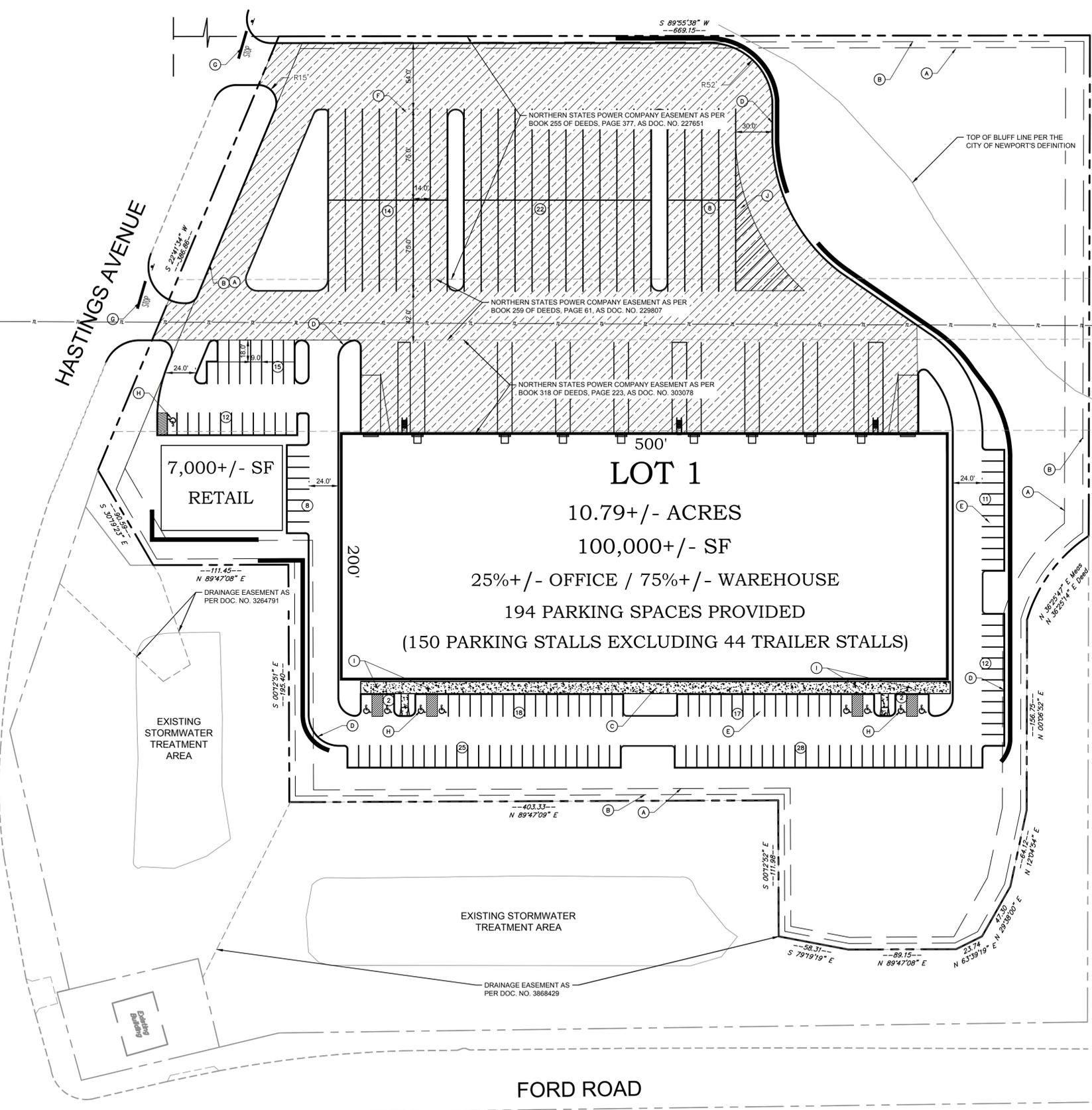
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

WILLIAM D. MATZEK
 MN LIC. NO. 2013013372
 DATE: 06/15/2015

Kimley-Horn

© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
 2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
 PHONE: 651-645-4197
 WWW.KIMLEY-HORN.COM

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LEGEND

	PROPERTY LINE
	PROPOSED FENCE
	SETBACK LINE
	RETAINING WALL
	PROPOSED CURB AND GUTTER
	PROPOSED HEAVY DUTY ASPHALT
	PROPOSED CONCRETE PAVEMENT

SITE LEGEND

(A)	BUILDING SETBACK LINE PER ZONING ORDINANCE
(B)	PARKING SETBACK LINE PER ZONING ORDINANCE
(C)	PROPOSED CONCRETE SIDEWALK
(D)	STANDARD B612 CURB & GUTTER
(E)	STANDARD 9'X18' PARKING STALL (TYP.)
(F)	STANDARD 14'X7' TRUCK PARKING STALL (TYP.)
(G)	STOP SIGN AND PAINTED STOP BAR
(H)	ADA PARKING SPACE, 8' WIDE WITH 8' ACCESS AISLE (TYP.)
(I)	ADA RAMP
(J)	STRIPED AREA PAINTED @ 45° @ 2' O.C.

SITE DATA SUMMARY

NEWPORT BUSINESS CENTER		
ZONING	EXISTING	PROPOSED
LOT 1	MX-2	B-1
TOTAL LOT COVERAGE	10.79 ACRES	
BLDG	0 SF (0%)	100,000 SF (21.33%)
IMPERVIOUS	0 SF (0%)	222,757 SF (47.53%)
PERVIOUS	470,448 SF (100%)	147,691 SF (31.14%)
REQUIRED SETBACKS	10 FT (BUILDING)	20 FT (BUILDING)
FRONT SETBACK	N/A (PAVEMENT)	20 FT (PAVEMENT)
SIDE SETBACK	5 FT (BUILDING)	10 FT (BUILDING)
	5 FT (PAVEMENT)	5 FT (PAVEMENT)
REAR SETBACK	20 FT (BUILDING)	20 FT (BUILDING)
	5 FT (PAVEMENT)	5 FT (PAVEMENT)

PARKING SUMMARY

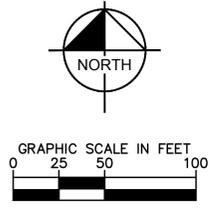
PARKING REQUIRED	STALLS = 166
25,000 SF - 25% OFFICE @ 1/250 SF	STALLS = 100
75,000 SF - 75% WAREHOUSE @ 1/2,000 SF	STALLS = 38
7,000 SF - 100% RETAIL @ 1/250 SF	STALLS = 28
PARKING PROVIDED	STALLS = 194

- SITE NOTES**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
 - CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
 - ALL CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
 - SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
 - TOTAL LAND AREA IS 10.79 ± ACRES.
 - ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.
 - THE PROPOSED BUILDING WILL BE A ONE-STORY BUILDING. IT WILL BE APPROXIMATELY 500' X 200'.
 - THE PROPOSED BUILDING ZONING WILL BE B-1.

ALL CONTRACTORS MUST CONTACT
GOPHER STATE CALL ONE
 MN TOLL FREE 1-800-252-1166
 BEFORE CONSTRUCTION BEGINS
 TWIN CITY AREA 651-454-0002

ALERT TO CONTRACTOR:

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 PHONE: 651-645-4197
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SITE PLAN

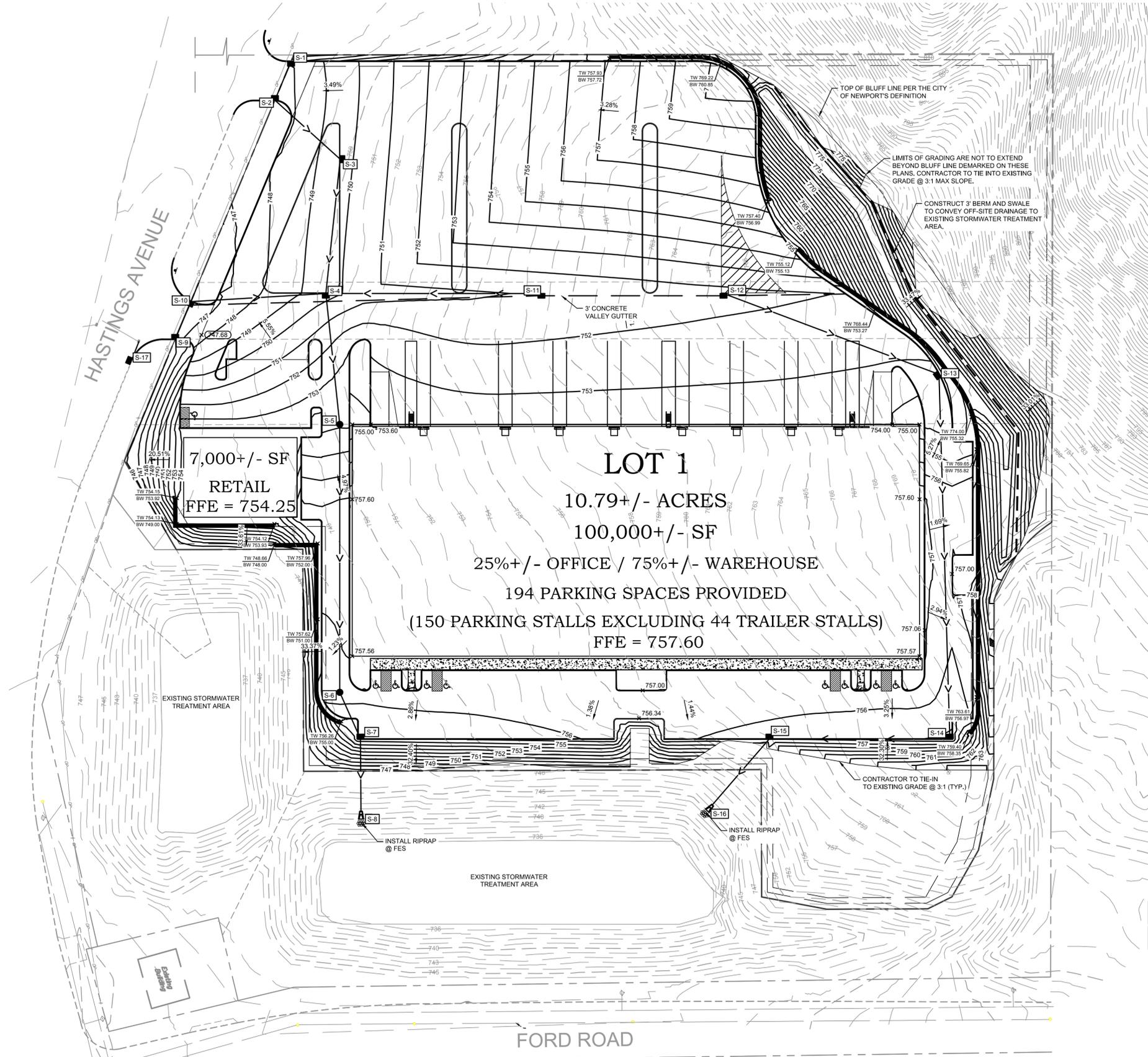
NEWPORT BUSINESS CENTER
 NEWPORT, MINNESOTA

DATE: 06/15/2015
 LIC. NO.: 2013013372
 WILLIAM D. MATZEK
 MN

KHA PROJECT	160806000	DATE	06/15/2015	SCALE	AS SHOWN	DESIGNED BY	NEW	DRAWN BY	NEW	CHECKED BY	BM/W
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SHEET NUMBER
C2.0

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LEGEND

- PROPERTY LINE
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED SPOT ELEVATION

DRAINAGE SCHEDULE

STRUCTURE NO.	STRUCTURE/CASTING TYPE	RIM/GRATE ELEVATION	INVERT ELEVATION IN	PIPE SIZE IN	PIPE SLOPE IN	INVERT ELEVATION OUT	PIPE SIZE OUT	PIPE SLOPE OUT
S-1	CB	748.83				SW 746.00	12"	0.57%
S-2	CB	748.62	NE 745.79	12"	0.57%	SE 745.79	12"	0.57%
S-3	CB	748.22	NW 745.35	12"	0.57%	S 744.85	18"	0.57%
S-4	CB	747.58	N 744.17 W 743.23 E 748.05	18" 12" 12"	0.57% 0.50% 0.50%	S 743.67	24"	0.57%
S-5	MH	746.26	N 743.01	24"	0.57%	S 743.01	24"	0.57%
S-6	MH	744.91	N 741.66	24"	0.57%	SE 741.66	24"	0.57%
S-7	CB	745.40	NW 741.40	24"	0.57%	S 740.40	36"	0.57%
S-8	FES	743.83	N 740.00	36"	0.57%			
S-9	CB	746.46				NE 744.00	12"	0.50%
S-10	CB	0.00	SW 743.82	12"	0.50%	E 743.82	12"	0.50%
S-11	CB	751.10	W 749.00	12"	0.50%			
S-12	CB	751.83				E 749.00	12"	0.52%
S-13	CB	750.82	W 747.94	12"	0.52%	S 747.44	18"	0.52%
S-14	CB	749.18	N 745.77	18"	0.52%	W 745.27	24"	0.52%
S-15	CB	748.35	E 744.44	24"	0.52%	SW 744.44	24"	0.52%
S-16	FES	746.75	NE 744.00	24"	0.52%			
S-17	CB	744.22				N 741.39	12"	1.00%

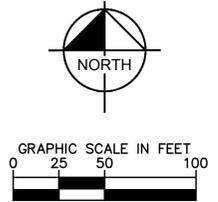
GRADING NOTES:

1. PRECAST CONCRETE RISER SECTIONS AND APPURTENANT UNITS USED IN THE CONSTRUCTION OF MANHOLE, FLARED END SECTIONS, AND CATCH BASIN STRUCTURES SHALL CONFORM WITH THE REQUIREMENTS OF ASTM C-478, C-76 AND MN/DOT 2506.
2. STORM SEWER SHALL BE REINFORCED CONCRETE PIPE WITHIN THE PUBLIC ROW. STORM SEWER NOT WITHIN THE PUBLIC ROW MAY BE RCP, PVC, OR HDPE.
 - 2.1. RCP PIPE, FITTINGS, AND SPECIALS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM C-76. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361, C-990, AND C-443.
 - 2.2. PVC PIPE, FITTINGS, AND SPECIALS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM D-3034. PIPE JOINTS SHALL CONFORM TO ASTM D-3212 AND ASTM F-477.
 - 2.3. HDPE PIPE MAY BE EITHER AASHTO M252 TYPE S, M294 TYPE S, OR ASTM F-2306.
3. ALL BRANCH FITTINGS SHALL BE CAST AS INTEGRAL PARTS OF THE PIPE. ALL FITTINGS AND SPECIALS SHALL BE OF THE SAME STRENGTH CLASS AS THE PIPE TO WHICH THEY ARE ATTACHED.

ALERT TO CONTRACTOR:

1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
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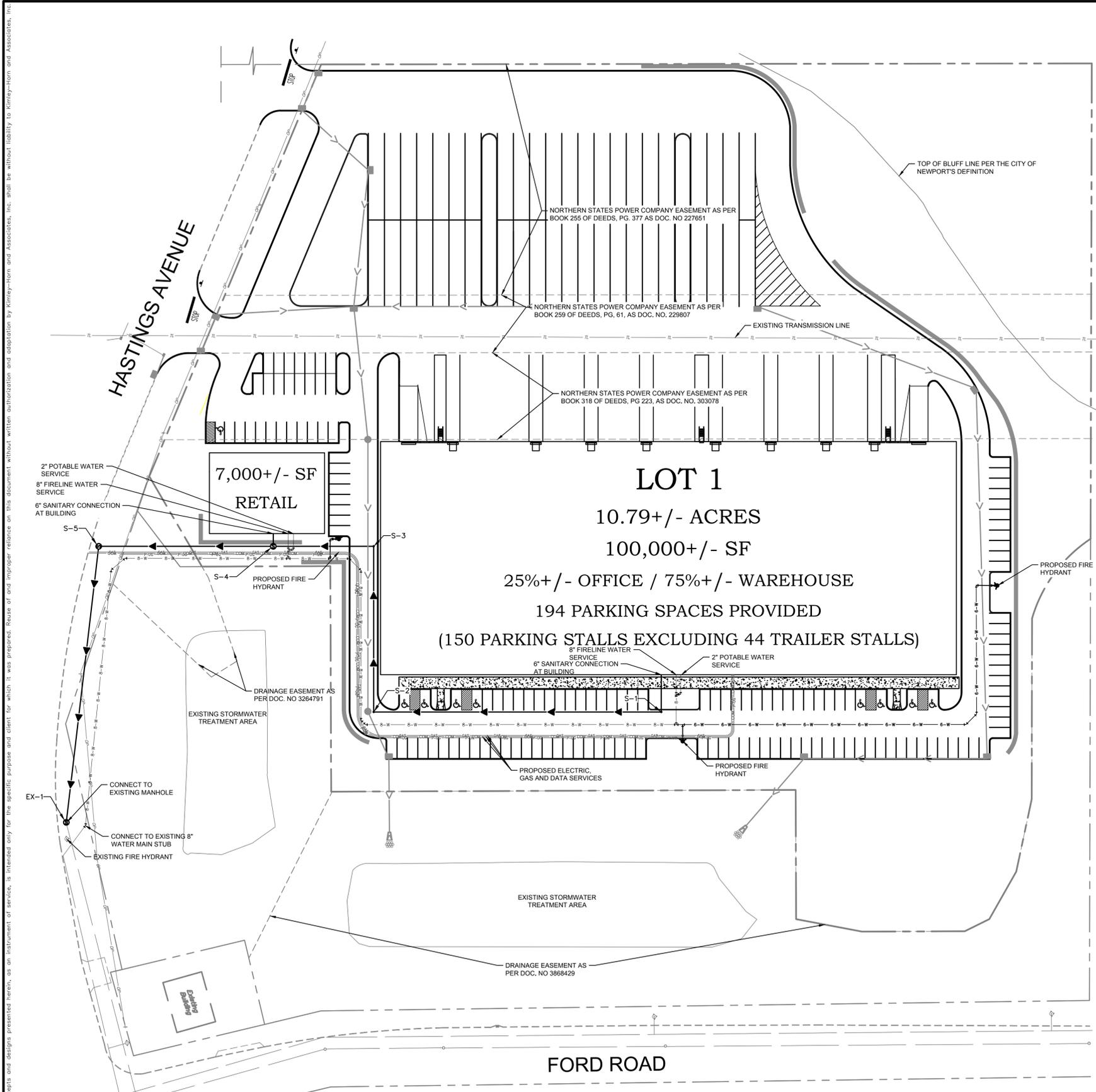
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 MN TOLL FREE 1-800-252-1166
 BEFORE CONSTRUCTION BEGINS
 TWIN CITY AREA 651-454-0002



PRELIMINARY - NOT FOR CONSTRUCTION
GRADING AND DRAINAGE PLAN
NEWPORT BUSINESS CENTER
NEWPORT, MINNESOTA
 SHEET NUMBER **C3.0**

Kimley»Horn
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 2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
 PHONE: 651-645-4197
 WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND REPORTS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 WILLIAM D. MATZEK
 MN LIC. NO. 2013013372
 DATE: 06/15/2015



LEGEND

- PROPOSED REDUCER
- PROPOSED TEE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED MANHOLE (STORM OR SANITARY)
- PROPOSED CATCH BASIN
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED TELEPHONE
- PROPOSED GAS MAIN

SANITARY SEWER SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	RIM/GRADE ELEVATION	INVERT ELEVATION IN	PIPE SIZE IN	PIPE SLOPE IN	INVERT ELEVATION OUT	PIPE SIZE OUT	PIPE SLOPE OUT
EX-1	MH	749.80	N 740.30	8"	0.40%			
S-1	CO	755.58	N 750.23	6"	1.13%	W 750.13	6"	1.00%
S-2	CO	752.99	E 747.64	6"	1.00%	N 747.54	6"	1.03%
S-3	CO	752.62	S 746.06	6"	1.03%	W 745.96	6"	1.00%
S-4	MH	753.52	E 745.09 N 747.14	6"	1.00%	W 741.97	8"	0.40%
S-5	MH	751.17	E 741.36	8"	0.40%	S 741.26	8"	0.40%

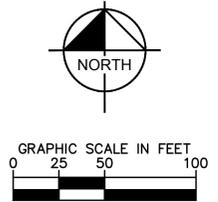
UTILITY NOTES

- CONTRACTOR TO ENSURE MATERIALS AND INSTALLATION ARE IN ACCORDANCE WITH THE CITY OF NEWPORT MOST CURRENT ENGINEERING GUIDELINES AND CITY ENGINEERS OF MINNESOTA.
- PROVIDE MINIMUM 7.5' OF COVER FOR WATERMAIN.
- WATER PIPE SIZES 3-INCHES AND SMALLER FOR INSTALLATION BELOW GRADE AND OUTSIDE THE BUILDING SHALL COMPLY WITH ONE OR A COMBINATION OF THE FOLLOWING:
 - SEAMLESS COPPER TUBING: TYPE "K" SOFT COPY, ASTM B88.
 - FITTINGS: WROUGHT COPPER (95-5 TIN ANTIMONY SOLDER JOINT), ASME B 16.22.
 - POLYVINYL CHLORIDE (PVC) WATER PIPE: PIPE, ASTM D2241, WITH SDR 21 RATING, CONTINUALLY MARKED WITH MANUFACTURER'S NAME, PIPE SIZE, CELL CLASSIFICATION, SDR RATING, AND ASTM D1784 MATERIAL CLASSIFICATION.
 - PIPE JOINTS: INTEGRALLY MOLDED BELL ENDS, ASTM D2672.
 - CEMENT PRIMER: ASTM F656.
 - SOLVENT CEMENT: ASTM D2564
- WATER PIPE SIZES 4 TO 16 INCHES FOR INSTALLATION BELOW GRADE AND OUTSIDE BUILDING SHALL BE:
 - POLYVINYL CHLORIDE (PVC) WATER PIPE: PIPE, AWWA C900, RATED DR 18 (CLASS 150), CONTINUALLY MARKED AS REQUIRED.
 - ELASTOMERIC GASKETS AND LUBRICANT: ASTM F477 FOR SMALLER PIPES.
 - PIPE JOINTS: INTEGRALLY MOLDED BELL ENDS, ASTM D3139.
 - DISINFECTION OF WATER MAIN SHALL BE IN ACCORDANCE WITH AWWA C-651. WATER SHALL BE TESTED AND FOUND TO MEET THE STANDARDS PRESCRIBED BY THE MINNESOTA DEPARTMENT OF HEALTH.
- SANITARY SEWER SHALL BE POLYVINYL CHLORIDE PIPE (PVC): ASTM 3034, RATED SDR 35 UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY. PIPE SHALL BE CONTINUALLY MARKED WITH MANUFACTURER'S NAME, PIPE, CELL CLASSIFICATION, SDR RATING, AND ASTM D 3034 CLASSIFICATION.
 - PIPE JOINTS: INTEGRALLY MOLDED BELL ENDS, ASTM D 3034, TABLE 2, WITH FACTORY SUPPLIED ELASTOMERIC GASKETS AND LUBRICANT.
- SANITARY SEWER LID AND FRAME: ONE OF THE FOLLOWING OR APPROVED EQUAL:
 - BASS AND HAYS FOUNDRY, DEETER FOUNDRY, INC, EAST JORDAN IRON WORKS, NEENAH FOUNDRY, U.S. FOUNDRY AND MANUFACTURING.
 - ASTM A484, CLASS 30B MINIMUM, HEAVY DUTY CAST IRON CONSTRUCTION, MACHINED FLAT BEARING SURFACE.
 - REMOVABLE LID, CLOSED OR PEN AS INDICATED ON CONSTRUCTION DRAWING, WITH SEALING GASKET.

ALERT TO CONTRACTOR:

- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

ALL CONTRACTORS MUST CONTACT
GOPHER STATE CALL ONE
 MN TOLL FREE 1-800-252-1166
 BEFORE CONSTRUCTION BEGINS
 TWIN CITY AREA 651-454-0002



PRELIMINARY - NOT FOR CONSTRUCTION

UTILITY PLAN

NEWPORT BUSINESS CENTER
NEWPORT, MINNESOTA

SHEET NUMBER
C4.0

KHA PROJECT
160806000

DATE
06/15/2015

SCALE AS SHOWN
NEW
DRAWN BY
NEW
CHECKED BY
BMW

DESIGNED BY
NEW

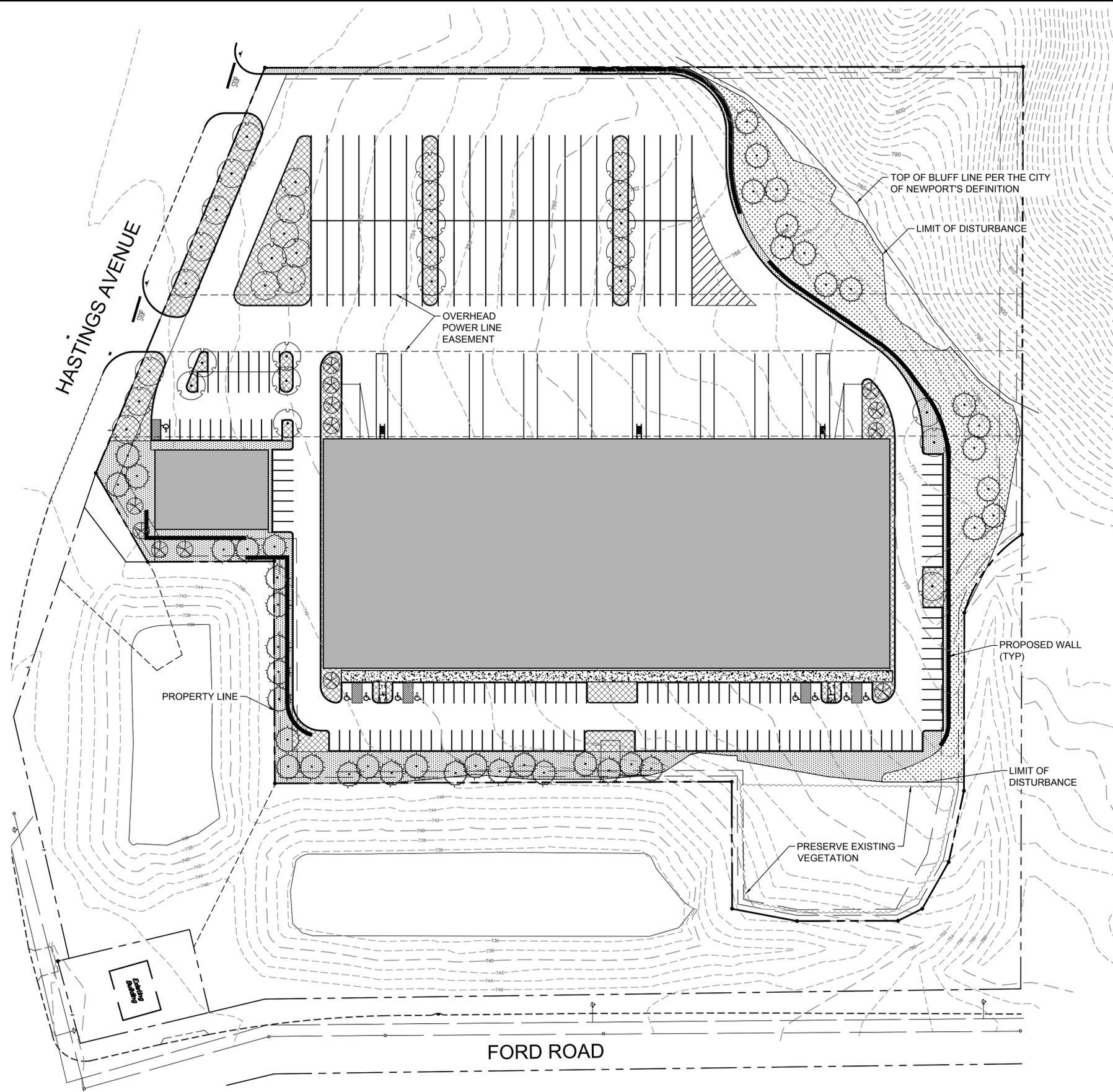
DATE: 06/15/2015
LIC. NO. 2013013372

MIN
WILLIAM D. MATZEK

MINNESOTA
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the state of Minnesota.

© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
2650 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-646-4197
WWW.KIMLEY-HORN.COM

Kimley-Horn



PRELIMINARY PLANT SCHEDULE						
SYMBOL	QTY	COMMON NAME	SIZE	ROOT	MATURE SPREAD	
33		SWAMP WHITE OAK	2" CAL.	B & B	60'	
		COMMON HACKBERRY	2" CAL.	B & B	50'	
		HONEYLOCUST	2" CAL.	B & B	35'	
		AUTUMN BLAZE MAPLE	2" CAL.	B & B	40'	
		NEW HORIZON ELM	2" CAL.	B & B	40'	
13		BOULEVARD LINDEN	2" CAL.	B & B	30'	
		SPRING SNOW CRABAPPLE	1.5" CAL.	B & B	20'	
		AUTUMN BRILLIANCE SERVICEBERRY	1.5" CAL.	B & B	30'	
		DOGWOOD	1.5" CAL.	B & B	20'	
		HAWTHORN	1.5" CAL.	B & B	20'	
42		LILAC	1.5" CAL.	B & B	20'	
		BLACK HILLS SPRUCE	6' HT	B & B	15'	
		AUSTRIAN PINE	6' HT	B & B	40'	
		DOUGLAS FIR	6' HT	B & B	20'	
		WHITE SPRUCE	6' HT	B & B	20'	
23,626 SF		VIBURNUM	#5	CONT.	VARIES	
		HYDRANGEA	#5	CONT.	VARIES	
		JUNIPER	#5	CONT.	VARIES	
		DOGWOOD	#5	CONT.	VARIES	
		ROSE	#5	CONT.	VARIES	
		SPIREA	#5	CONT.	VARIES	
		DAYLILY	#1	CONT.	VARIES	
		KARL FOERSTER	#1	CONT.	VARIES	
	29,500 SF		SEED			
	28,900 SF		NATIVE SEED MIX			

SITE LANDSCAPE REQUIREMENTS		
AREAS	REQUIREMENTS	PROPOSED
PERVIOUS AREA 81,026 SF	1 TREE / 1,000 SF (81 TREES REQUIRED)	81 TREES
PARKING AREA 222,275 SF	10% OF LOT LANDSCAPED (22,227 SF)	23,626 SF
STREET FRONTAGE 385 LF	1 TREE / 50 LF (7 TREES REQUIRED)	7 TREES

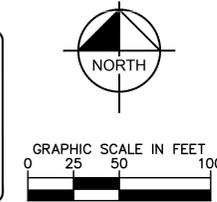
LANDSCAPE PLAN NOTES

1. PLANT MATERIAL SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1. INSTALL PLANT MATERIALS PER PLANTING DETAILS.
2. SUBSTITUTION REQUESTS FOR PLANT MATERIAL TYPE & SIZE SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION PRIOR TO BIDDING. ALL SUBSTITUTIONS AFTER BIDDING MUST BE APPROVED BY LANDSCAPE ARCHITECT AND ARE SUBJECT TO CONTRACT ADJUSTMENTS.
3. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.
4. FERTILIZE PLANT MATERIAL UPON INSTALLATION WITH DRIED BONE MEAL, OR OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS MAY ALSO BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 10-0-5 OF 12 OZ. PER TREE AND 6 OZ. PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-0-10 THE FOLLOWING SPRING IN THE TREE AREA.
5. INSTALL 12" DEPTH OF PLANTING SOIL IN AREAS RECEIVING GROUND COVER, SHRUBS, & PERENNIALS UNLESS OTHERWISE NOTED.
6. INSTALL 4" DEEP DOUBLE SHREDDED HARDWOOD BARK MULCH IN ALL PLANTING BEDS.
7. ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN PLANTING AREAS.
8. WARRANTY NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.
9. INSTALL SEED AS INDICATED IN PLAN. REPLACE TURF GRASS AND ANY PLANT MATERIAL DAMAGED FROM CONSTRUCTION ACTIVITIES AS NECESSARY.
10. EXISTING CONDITIONS SHOWN FOR REFERENCE ONLY. CONTRACTOR TO VERIFY ALL WORK IN FIELD PRIOR TO CONSTRUCTION.

ALERT TO CONTRACTOR:

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 BEFORE CONSTRUCTION BEGINS
 TWIN CITY AREA 651-454-0002



PRELIMINARY - NOT FOR CONSTRUCTION

NEWPORT BUSINESS CENTER
NEWPORT, MINNESOTA

LANDSCAPE PLAN

SHEET NUMBER
L1.0

KHA PROJECT
1600600

DATE
6/8/2015

SCALE
AS SHOWN

DESIGNED BY
CRS

DRAWN BY
MRV

CHECKED BY
CRS

KIMLEY-HORN AND ASSOCIATES, INC.
2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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THESE CONCEPTS, PLANS, SPECIFICATIONS, AND REPORTS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES STEWART
MINN. LIC. NO. 48480
DATE: 6/11/2015

SURVEY FOR: AUGUST VENTURES, LLC

ADDRESS OF PROPERTY:
 Unassigned address, Newport, MN

LEGAL DESCRIPTION:
 That part of the West one-half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, lying North of the land covered by the plat of Red Rock Park on file and of record in the Office of the County Recorder, Washington County, Minnesota and lying East of Trunk Highway No. 61 as platted in Minnesota Department of Transportation Right of Way Plat No. 82-99, on file and of record in the Office of the County Recorder, Washington County, Minnesota, except the following described property:

- All that part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, described as follows, to-wit: Beginning at the intersection of the North line of Ford Avenue with the Easterly right-of-way line of State Highway No. 61, and running thence East along said North line of Ford Avenue 117 feet to an iron pipe monument; thence North at right angles with said North line of said Ford Avenue 75 feet to an iron pipe monument; thence West on a line parallel to and 75 feet North of said North line of Ford Avenue, to the intersection of said parallel line with said Easterly line of said highway; thence Southerly along said Easterly line of said highway 75 feet to the point of beginning.
- That part of the West Half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, shown as Parcel 219A on Minnesota Department of Transportation Right of Way Plat Numbered 82-99 as the same in on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.
- That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28, Range 22, Washington County, Minnesota, described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, according to the Government Survey thereof; thence North 89 degrees 55 minutes 38 seconds East assumed bearing along the North line of said Northwest Quarter of the Southwest Quarter for a distance of 1309.46 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 00 degrees 08 minutes 42 seconds West along said East line of the Northwest Quarter of the Southwest Quarter for a distance of 411.84 feet to the point of beginning; thence South 00 degrees 08 minutes 40 seconds West continuing along said East line of the Northwest Quarter of the Southwest Quarter for a distance of 400.04 feet plus or minus to the North right way line of Ford Place; thence South 89 degrees 13 minutes 35 seconds West along said North right way line of Ford Place for a distance of 667.19 feet; thence South 76 degrees 33 minutes 55 seconds West continuing along said North right way line of Ford Place for a distance of 109.36 feet plus or minus to the Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99; thence North 12 degrees 56 minutes 51 seconds West along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 218.46 feet; thence North 18 degrees 42 minutes 30 seconds East continuing along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 194.56 feet; thence South 37 degrees 26 minutes 23 seconds East for a distance of 60.66 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 130.45 feet; thence South 00 degrees 12 minutes 51 seconds East for a distance of 195.40 feet; thence North 89 degrees 47 minutes 09 seconds East for a distance of 403.33 feet; thence South 00 degrees 12 minutes 52 seconds East for a distance of 111.98 feet; thence South 79 degrees 19 minutes 19 seconds East for a distance of 58.31 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 89.15 feet; thence North 63 degrees 39 minutes 19 seconds East for a distance of 23.74 feet; thence North 29 degrees 38 minutes 00 seconds East for a distance of 47.30 feet; thence North 12 degrees 04 minutes 54 seconds East for a distance of 64.12 feet; thence North 00 degrees 06 minutes 52 seconds East for a distance of 156.75 feet; thence Northeastly along a nontangential curve to the right having a radius of 125.00, a central angle of 40 degrees 05 minutes 31 seconds, an arc length of 87.47 feet, a chord distance of 85.69 feet and a chord bearing of North 36 degrees 25 minutes 14 seconds East to the point of beginning and there terminating.

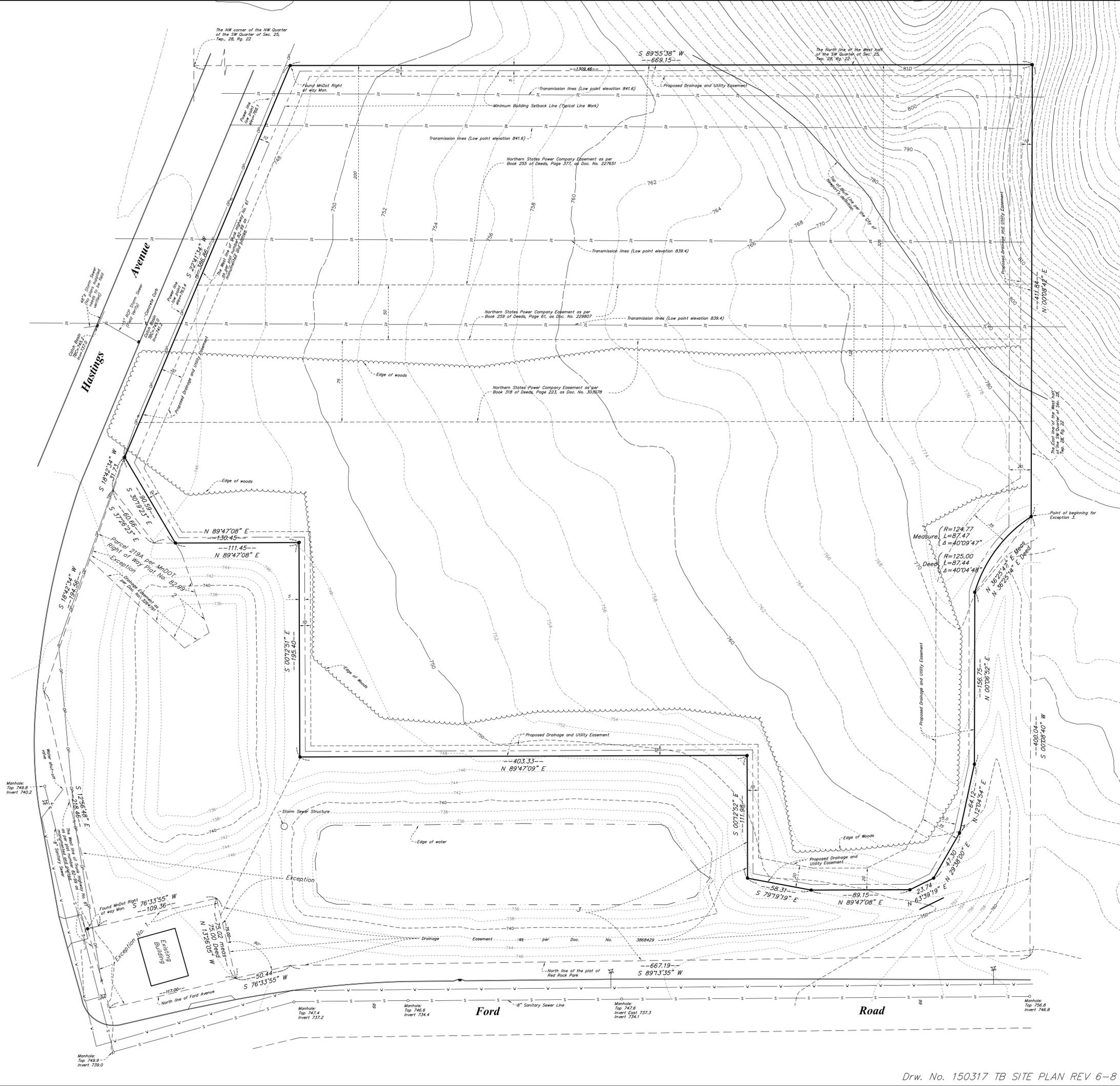
NOTES & LIMITATIONS:

- Showing the length and direction of boundary lines of the above legal description. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct, and that any matters of record, such as encumbrances, that you wish shown on the survey, have been shown.
- Showing the location of existing improvements we deemed important.
- Setting new monuments or verifying old monuments to mark the corners of the property.
- Showing elevations on the site at selected locations to give some indication of the topography of the site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the map when determining other elevations for use on this site.
- While we show proposed improvements to your property, we are not as familiar with your plans as you are nor are we as familiar with the requirements of governmental agencies as their employees are. We suggest that you review the survey to confirm that the proposals are what you intend and submit the survey to such governmental agencies as may have jurisdiction over your project to gain their approvals if you can.

STANDARD SYMBOLS & CONVENTIONS:
 • Denotes 1/2" ID pipe with plastic plug bearing State License Number 9235, set, unless otherwise noted.

CERTIFICATION:
 I hereby certify that this plan, specification, report or survey was prepared by me or under my direct supervision and that I am a licensed Professional Engineer and Professional Surveyor under the laws of the State of Minnesota.

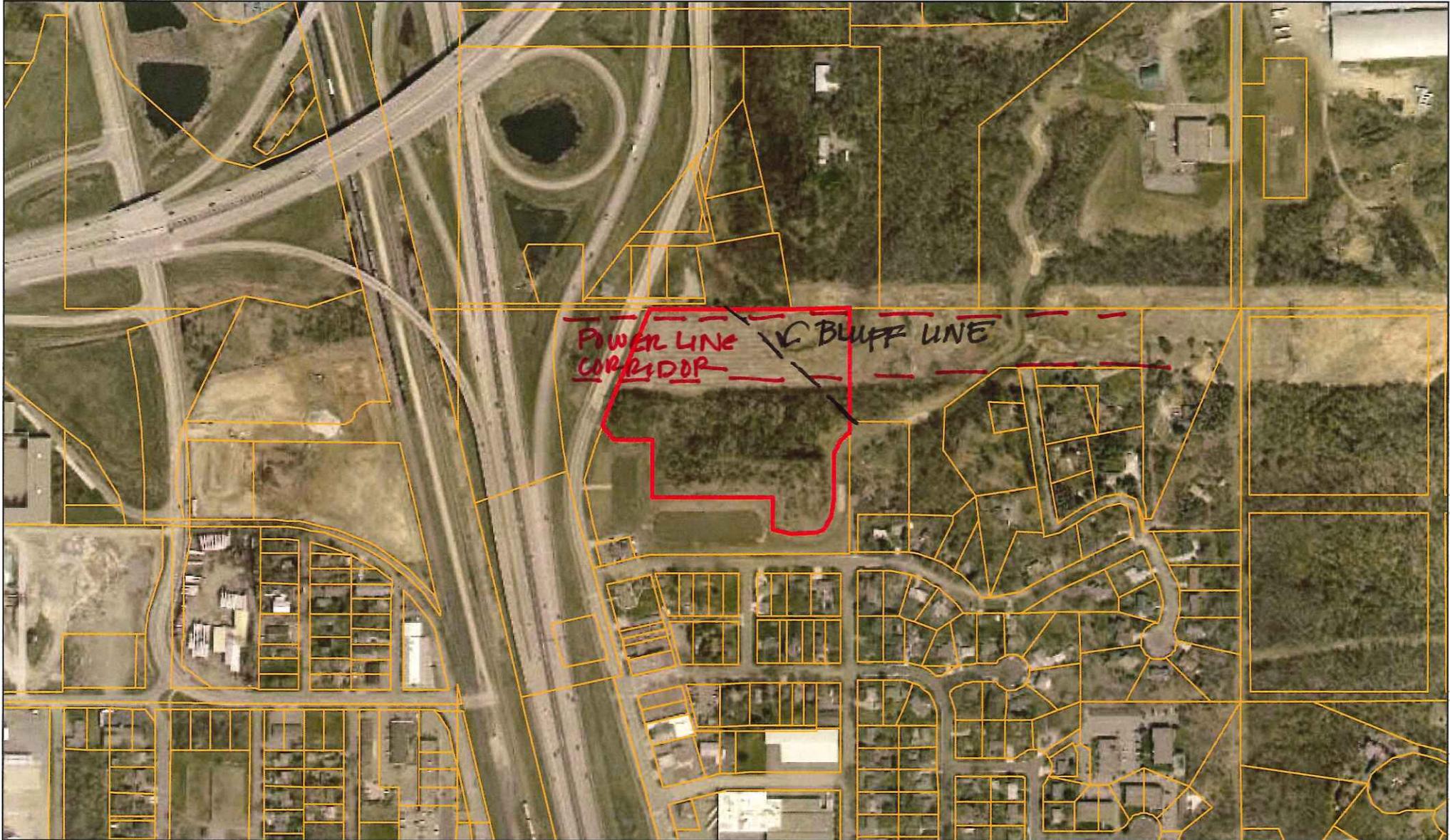
Signature: *James H. Parker* Typed Name: James H. Parker
 Date: June 8, 2015 Reg. No. 9235



LEGEND

- 8" Sanitary Sewer Line
- 8" Storm Sewer Line
- Power Pole
- Electric Pole
- Telephone Pole
- Gas Main and Service
- Sanitary Sewer and Service
- Storm Sewer
- Underroad Electric
- Underroad Telephone
- Overhead Electric
- Overhead Telephone
- Storm Siphon Structure
- Manhole
- Catch Basin
- Storm Catch Basin
- Telephone Pedestal
- Electric Pedestal
- Gas Meter
- Gas Valve
- Fire Hydrant
- Concrete Surface

GRAPHIC SCALE
 0 15 30 60
 (IN FEET)



Parcel ID: 2502822320035

Parcel Address:
, CITY OF NEWPORT

0 300 600 1,200 Feet

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Created on 7/6/2015

This drawing is the result of the compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

RESOLUTION NO. 2015-19

A RESOLUTION APPROVING A REZONING REQUESTED BY AUGUST VENTURES LLC, 5021 VERNON AVE, SUITE 202, EDINA, MN 55436, FOR PROPERTY LOCATED ON HASTINGS AVENUE NORTH OF FORD ROAD, NEWPORT, MN 55055

WHEREAS, August Ventures LLC, 5021 Vernon Ave, Suite 202, Edina, MN 55436, has submitted a request for a rezoning; and

WHEREAS, The proposed rezoning is for property located on Hastings Avenue, north of Ford Road, Newport, MN 55055, and is more fully legally described as follows:

PID# 25.028.22.32.0035 - That part of the West one-half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, lying North of the land covered by the plat of Red Rock Park on file and of record in the Office of the County Recorder, Washington County, Minnesota and lying East of Trunk Highway No. 61 as platted in Minnesota Department of Transportation Right of Way Plat No. 82-99, on file and of record in the Office of the County Recorder, Washington County, Minnesota, except the following described property:

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2. That part of the West Half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, shown as Parcel 219A on Minnesota Department of Transportation Right of Way Plat Numbered 82-99 as the same in on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.
3. That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28, Range 22, Washington County, Minnesota, described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, according to the Government Survey thereof; thence North 89 degrees 55 minutes 38 seconds East assumed bearing along the North line of said Northwest Quarter of the Southwest Quarter for a distance of 1309.46 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 00 degrees 08 minutes 42 seconds West along said the East line of the Northwest Quarter of the Southwest Quarter for a distance of 411.84 feet to the point of beginning; thence South 00 degrees 08 minutes 40 seconds West continuing along said East line of the Northwest Quarter of the Southwest Quarter for a distance of 400.04 feet plus or minus to the North right way line of Ford Place; thence South 89 degrees 13 minutes 35 seconds West along said North right way line of Ford Place for a distance of 667.19 feet; thence South 76 degrees 33 minutes 55 seconds West continuing along said North right way line of Ford Place for a distance of 50.44 feet; thence North 13 degrees 26 minutes 05 seconds West at a right angle to said North right way line of Ford Place for a distance of 75.00 feet; thence South 76 degrees 33 minutes 55 seconds West and parallel to said North right way line of Ford Place for a distance of 109.36 feet plus or minus to the Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99; thence North 12 degrees 56 minutes 51 seconds West along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 218.46 feet; thence North 18 degrees 42 minutes 30 seconds East continuing along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 194.56 feet; thence South 37 degrees 26 minutes 23 seconds East for a distance of 60.66 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 130.45 feet; thence South 00 degrees 12 minutes

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WHEREAS, The described property is zoned Commercial Mixed-Use (MX-2); and

WHEREAS, The request is to rezone the property to Business Park/Office/Warehouse (B-1); and

WHEREAS, Chapter 13, Section 1310.02, Subdivision 3, of the Code of Ordinance states; “Proceedings for amendment, which are initiated by the petition of the owner or owners of the property, shall be filed with the Zoning Administrator. All applications shall be accompanied by an administrative fee as prescribed in Subsection 1310.01 and shall include the following information:

- A. The name and address of the applicant or applicants;
- B. A description of the area proposed to be rezoned; the names and addresses of all owners of property lying within such area and a description of the property owned by each;
- C. The present zone classification of the area and the proposed zone classification;
- D. A description of the present use of each separately owned tract within the area, and the intended use of any tract of land therein;
- E. A site plan showing the location and extent of the proposed building, parking, loading, access drives, landscaping and any other improvements;
- F. A statement of how the rezoning would fit in with the general zoning pattern of the neighborhood, and the zoning plan of the entire City;
- G. A map showing the property to be rezoned, and the present zoning of the surrounding area for at least a distance of five hundred (500) feet, including the street pattern of such area, together with the names and addresses of the owners of the lands in each area; and

WHEREAS, Following publication, posted, and mailed notice thereof, the Newport Planning Commission held a Public Hearing on July 13, 2015; and

WHEREAS, the Planning Commission’s findings related to the request for approval of a Rezoning included the following:

1. The proposed rezoning from the MX-2 District to the B-1 District is consistent with the adopted land use and zoning maps in the 2030 Comprehensive Plan, and with the adjacent transportation and commercial land uses to the west and south. The use on the site will be separated from adjacent rural residential areas by steep topography and existing wooded vegetation..
2. The proposed zoning is compatible with the general zoning patterns in the City, which have zoned the areas along major roadways for Business, Industrial, and Mixed Commercial/Residential Districts.
3. Based on the consistency with surrounding land uses, the rezoning is likely to conserve property values in the City and increase the value on the parcel.

4. The rezoning will permit development of a vacant, highly-visible site and will result in positive impacts for the City by permitting development of a vacant parcel which will increase property values and taxes, provide new jobs, and improve the image of the City.

WHEREAS, The Planning Commission recommended Council approval of the proposed rezoning, Resolution No. P.C. 2015-5.

NOW, THEREFORE, BE IT RESOLVED That the Newport City Council Approves a Rezoning of the described property from MX-2 to B-1 to applicant August Ventures LLC, 5021 Vernon Ave, Suite 202, Edina, MN 55436.

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

RESOLUTION NO. 2015-20

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT REQUESTED BY AUGUST VENTURES LLC, 5021 VERNON AVE, SUITE 202, EDINA, MN 55436, FOR PROPERTY LOCATED ON HASTINGS AVENUE NORTH OF FORD ROAD, NEWPORT, MN 55055

WHEREAS, August Ventures LLC, 5021 Vernon Ave, Suite 202, Edina, MN 55436, has submitted a request for a Conditional Use Permit to allow for a new office/warehouse building, commercial building, and associated parking and site improvements; and

WHEREAS, The proposed rezoning is for property located on Hastings Avenue, north of Ford Road, Newport, MN 55055, and is more fully legally described as follows:

PID# 25.028.22.32.0035 - That part of the West one-half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, lying North of the land covered by the plat of Red Rock Park on file and of record in the Office of the County Recorder, Washington County, Minnesota and lying East of Trunk Highway No. 61 as platted in Minnesota Department of Transportation Right of Way Plat No. 82-99, on file and of record in the Office of the County Recorder, Washington County, Minnesota, except the following described property:

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2. That part of the West Half of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, shown as Parcel 219A on Minnesota Department of Transportation Right of Way Plat Numbered 82-99 as the same in on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

3. That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28, Range 22, Washington County, Minnesota, described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 28 North, Range 22 West, Washington County, Minnesota, according to the Government Survey thereof; thence North 89 degrees 55 minutes 38 seconds East assumed bearing along the North line of said Northwest Quarter of the Southwest Quarter for a distance of 1309.46 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 00 degrees 08 minutes 42 seconds West along said the East line of the Northwest Quarter of the Southwest Quarter for a distance of 411.84 feet to the point of beginning; thence South 00 degrees 08 minutes 40 seconds West continuing along said East line of the Northwest Quarter of the Southwest Quarter for a distance of 400.04 feet plus or minus to the North right way line of Ford Place; thence South 89 degrees 13 minutes 35 seconds West along said North right way line of Ford Place for a distance of 667.19 feet; thence South 76 degrees 33 minutes 55 seconds West continuing along said North right way line of Ford Place for a distance of 50.44 feet; thence North 13 degrees 26 minutes 05 seconds West at a right angle to said North right way line of Ford Place for a distance of 75.00 feet; thence South 76 degrees 33 minutes 55 seconds West and parallel to said North right way line of Ford Place for a distance of 109.36 feet plus or minus to the Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99; thence North 12 degrees 56 minutes 51 seconds West along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for a distance of 218.46 feet; thence North 18 degrees 42 minutes 30 seconds East continuing along said Easterly right of way line of MINNESOTA DEPARTMENT OF TRANSPORTATION MAP NO. 82-99 for

a distance of 194.56 feet; thence South 37 degrees 26 minutes 23 seconds East for a distance of 60.66 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 130.45 feet; thence South 00 degrees 12 minutes 51 seconds East for a distance of 195.40 feet; thence North 89 degrees 47 minutes 09 seconds East for a distance of 403.33 feet; thence South 00 degrees 12 minutes 52 seconds East for a distance of 111.98 feet; thence South 79 degrees 19 minutes 19 seconds East for a distance of 58.31 feet; thence North 89 degrees 47 minutes 08 seconds East for a distance of 89.15 feet; thence North 63 degrees 39 minutes 19 seconds East a distance of 23.74 feet; thence North 29 degrees 38 minutes 00 seconds East for a distance of 47.30 feet; thence North 12 degrees 04 minutes 54 seconds East for a distance of 64.12 feet; thence North 00 degrees 06 minutes 52 seconds East for a distance of 156.75 feet; thence Northeasterly along a nontangential curve to the right having a radius of 125.00, a central angle of 40 degrees 05 minutes 31 seconds, an arc length of 87.47 feet, a chord distance of 85.69 feet and a chord_bearing of North 36 degrees 25 minutes 14 seconds East to the point of beginning and there terminating; and

WHEREAS, The described property is zoned Business Park/Office/Warehouse (B-1); and

WHEREAS, Section 1310.10 Subd. 2 Criteria states the criteria for acting upon a Conditional Use Permit (C.U.P.) application as follows: *“In acting upon an application for a conditional use permit, the City shall consider the effect of the proposed use upon the health, safety, and general welfare of the City including but not limited to the factors of noise, glare, odor, electrical interference, vibration, dust, and other nuisances; fire and safety hazards; existing and anticipated traffic conditions; parking facilities on adjacent streets and land; the effect on surrounding properties, including valuation, aesthetics and scenic views, land uses, character and integrity of the neighborhood; consistency with the Newport comprehensive plan; impact on governmental facilities and services, including roads, sanitary sewer, water and police and fire; effect on sensitive environmental features including lakes, surface and underground water supply and quality, wetlands, slopes flood plains and soils; and other factors as found relevant by the City. The City may also consider whether the proposed use complies or is likely to comply in the future with all standards and requirements set out in other regulations or ordinances of the City or other governmental bodies having jurisdiction over the City. In permitting a new conditional use or the alteration of an existing conditional use, the City may impose, in addition to the standards and requirements expressly specified by this chapter, additional conditions which it considers necessary to protect the best interest of the surrounding area or the community as a whole.”*; and

WHEREAS, Following publication, posted, and mailed notice thereof, the Newport Planning Commission held a Public Hearing on July 13, 2015; and

WHEREAS, the Planning Commission’s findings related to the request for approval of a Conditional Use Permit include the following:

1. The proposed use is designated in Section 1330 of the development code as a conditional use in the B-1 Zoning District.
2. The proposed use is consistent with the Newport Comprehensive Plan, which supports the development of business and commercial uses in the areas along Highway 61.
3. The conditions for approval of the proposed use include requirements for development and operation of the site so that the proposed use will not be detrimental to or endanger the public health, safety or general welfare of the City, including the potential impacts of noise, glare, dust, and other nuisances; fire and safety hazards; and existing and anticipated traffic conditions and parking facilities.
4. The development of the property with Office/Warehouse and Commercial uses will have positive results for the City.
5. The proposed use will have no negative impacts governmental facilities and services, including roads, sanitary sewer, water and police and fire.
6. In permitting a new conditional use, the City has adopted conditions which it considers necessary to protect the best interest of the surrounding area or community as a whole.

WHEREAS, The Planning Commission recommended Council approval of the proposed conditional use permit, Resolution No. P.C. 2015-6.

NOW, THEREFORE, BE IT RESOLVED That the Newport City Council Approves a Conditional Use Permit for a new office/warehouse building, commercial building, and associated parking and site improvements for property located along Hastings Avenue, north of Ford Road with the following conditions:

1. The Applicant shall submit Final Plans that are substantially in conformance with the plans that were submitted to the City on June 15, 2015. The Plans shall include building plans, elevations, and detailed information on exterior building design and materials that are consistent with the City’s performance standards. The Building Plans shall be approved prior to approval of a building permit.
2. The Applicant shall address the Engineer’s comments regarding utilities and stormwater management and submit the final site and utility plans to the City Engineer for review prior to approval of a building permit.
3. Maximum truck loads serving the site may not exceed 9 tons in weight year-round.
4. The applicant shall provide the plans for the buildings to the City staff for approval.
5. No outside storage is permitted on the site.
6. All trash and recycling equipment shall be stored within a closed structure. The materials used to construct the trash enclosure shall be the same materials used on the exterior of the principal structure.
7. Vehicles parked for more than 48 hours must be screened from the eye-level view of public streets and adjacent residential areas.
8. Lighting shall conform to the ordinance requirements. The applicant shall submit a lighting plan to the City for approval prior to approval of a building permit.
9. Any utility equipment installed at the site must meet the ordinance requirements.
10. The Applicant shall apply to the City for a permit for sign(s) proposed as the site. All signs shall meet the ordinance requirements.
11. The applicant shall pay all fees and escrow associated with this application.

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

Memorandum

To:	Newport Planning Commission	Reference:	9 th Street & 2 nd Avenue Subdivision
Copies To:	Deb Hill, City Administrator Renee Eisenbeisz, Executive Analyst City of Newport, owner	Project No.:	15743.000
From:	Sherri Buss, RLA, AICP, Planner	Routing:	
Date:	July 13, 2015		

SUBJECT: 9th Street and 2nd Avenue Minor Subdivision

MEETING DATE: July 13, 2015

LOCATION: 9th Street and 2nd Avenue
Newport, MN

APPLICANT: City of Newport

ZONING: Low Density Single-Family Residential (R-1) District

60-DAY PERIOD: August 30, 2015

ITEMS REVIEWED: Subdivision Sketch Plan received July 1, 2015

BRIEF DESCRIPTION OF THE REQUEST:

The City is proposing to subdivide an existing 27,204 square-foot parcel (0.62 acres) that it owns into two developable parcels. The lots are proposed to be 13,569 (Parcel A) and 13,635 (Parcel B) square feet in size. The subject property is located in the Low-Density Single-Family Residential (R-1) District. The City is also considering vacating the alley east of the proposed Parcel B, and adjusting the lot lines to add the area of half of the vacated alley to Parcel A, to provide more buildable area outside the required bluff setback. The process to vacate the alley would be completed separately to meet the requirements of State Statute, and the area added if the City Council approved the alley vacation.

The existing parcel is vacant. The City is proposing that each of the parcels will be developed with a single-family home.

DETAILED EVALUATION OF THE REQUEST:

The Subdivision Ordinance requires that subdivisions and the subdivision process meet the following standards:

- That the proposed subdivision conform to the Comprehensive Plan
- That subdivisions are consistent with applicable plans, laws and regulations
- To provide for the orderly subdivision of land and ensure proper legal descriptions
- To ensure that adequate public infrastructure, facilities and services are available concurrent with development
- To require that subdividers furnish land, install infrastructure, pay fees, and install measures needed to ensure that development provides its fair share of capital facilities
- To ensure that new subdivisions contribute toward an attractive, orderly, stable, livable and safe community through adequate design and construction
- To encourage wise use and management of land, water, and natural resources and secure the rights of the public with respect to public lands and waters
- To provide a means to provide adequate recreation areas, school sites, and other public facilities

The sections that follow review the proposed subdivision based on the ordinance requirements.

Comprehensive Plan

The Comprehensive Plan says that the intent of the R-1 District is to provide for single-family homes with a minimum lot size of approximately 9,000 square feet. The Plan specifically encourages in-fill development of new homes on vacant parcels in the “old town” area west of Highway 61. The proposed residential use is consistent with the Comprehensive Plan recommendations for uses and lot sizes in the R-1 District.

Dimensional Requirements

The Zoning Ordinance requires that lots in the R-1 District be a minimum 70 feet wide and 130 feet deep. The proposed parcels are each approximately 70 feet wide and 195 and 196 feet deep. (When the vacated alley area is added to the parcels, each will be more than 70 feet wide.)

The setback requirements include the following:

- Front yard: 30 feet
- Side yard: 10 feet
- Rear yard: 30 feet

The proposed lots and existing structures meet the dimensional requirements.

Access and Right-of-Way Requirements

Access for each of the new parcels would be developed from 9th Street. The City's Public Works Director would review the proposed access as part of the building permit review.

Maximum Lot Coverage

The maximum allowed lot coverage in the R-1 District is 35%. The City will require future development on the new parcels to meet the ordinance requirements for lot coverage.



Accessory Structures

There are no existing primary or accessory structures on the parcels.

Building Height

No new buildings are proposed on the parcels. The City will require future development on the parcels to meet the structure and dimensional requirements.

City Utilities

The parcels will have City sewer and water service.

Grading

No construction or grading is proposed with subdivision.

Wetlands and Bluffs

There are no wetlands on the parcels. The western boundary of Parcel A is near the top of the bluffline that faces the Mississippi River. The location of the required structure setback from the bluffline is noted on the parcel. Proposed buildings and driveways will need to meet the bluff setback requirement.

Park Dedication

The City requires that most subdivisions dedicate land, or cash in lieu of land, to the public as parks, playgrounds, trails or open space for all newly-created lots. The Administrator recommended that the City not charge itself for park dedication for the creation of one new parcel for this subdivision.

ACTION REQUESTED:

The Planning Commission may take the following actions:

1. Approval
2. Approval with conditions
3. Denial with findings
4. Table the request

PLANNING STAFF RECOMMENDATIONS:

The Planner recommends that the Planning Commission approve the proposed minor subdivision of the parcel located at 9th Street and 2nd Avenue, with the following conditions:

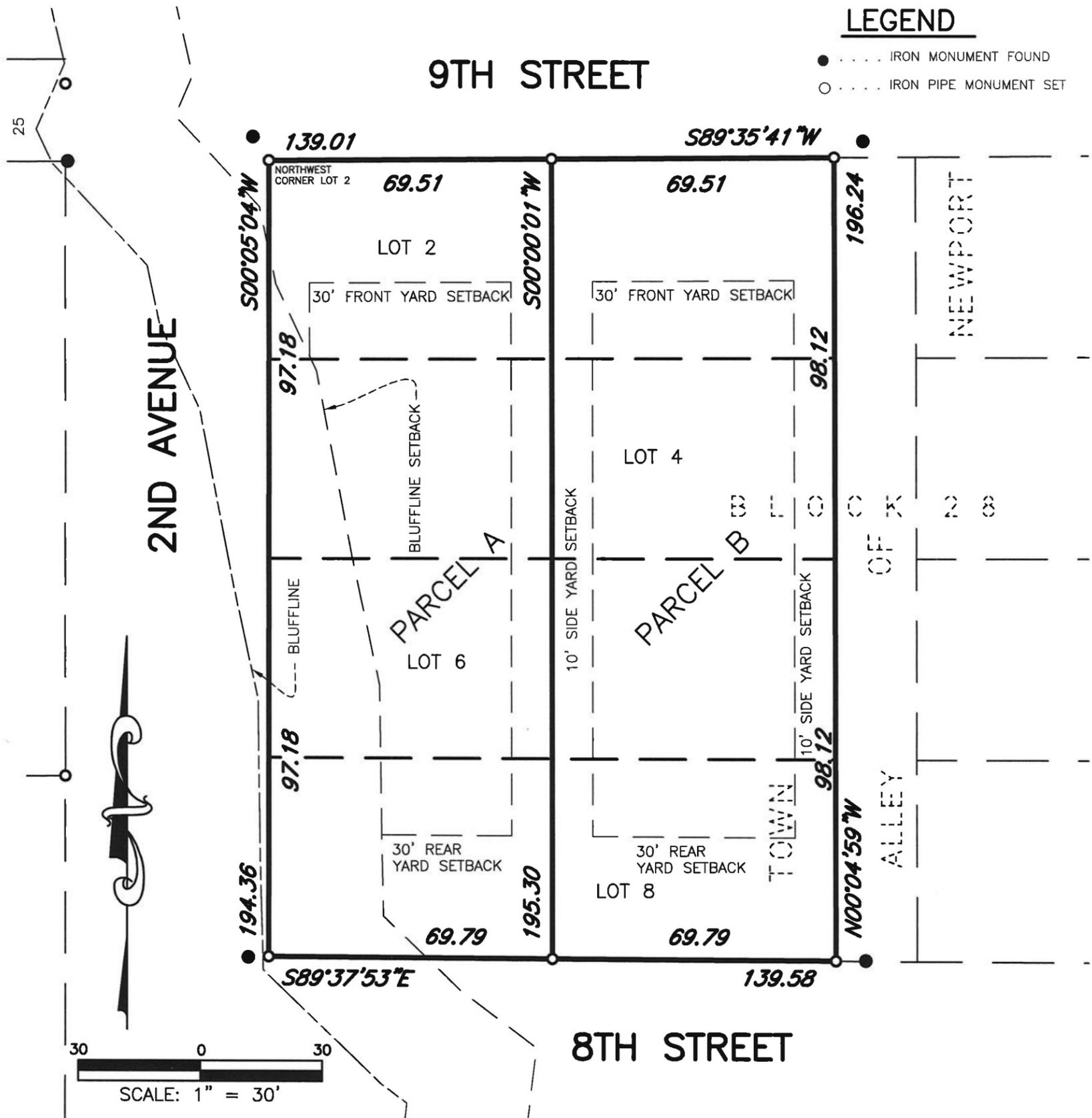
1. The Final Plat shall be substantially in conformance with the survey dated June 8, 2015.
2. All future development on Parcels A and B shall meet the requirements of the City's Ordinances.



ADMINISTRATIVE LOT SPLIT FOR: CITY OF NEWPORT

LEGEND

- IRON MONUMENT FOUND
- IRON PIPE MONUMENT SET



PROPOSED LEGAL DESCRIPTIONS:

PARCEL A:

THAT PART OF LOTS 2, 4, 6 AND 8, BLOCK 28, TOWN OF NEWPORT ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY, MINNESOTA LYING WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 35 MINUTES 41 SECONDS EAST ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 69.51 TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 195.30 FEET TO THE SOUTH LINE OF SAID LOT 8 AND THERE TERMINATING.

CONTAINING 13,569 SQUARE FEET OR 0.31 ACRES. SUBJECT TO EASEMENTS OF RECORD.

PARCEL B:

THAT PART OF LOTS 2, 4, 6 AND 8, BLOCK 28, TOWN OF NEWPORT ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY, MINNESOTA LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 35 MINUTES 41 SECONDS EAST ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 69.51 TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 195.30 FEET TO THE SOUTH LINE OF SAID LOT 8 AND THERE TERMINATING.

CONTAINING 13,635 SQUARE FEET OR 0.31 ACRES. SUBJECT TO EASEMENTS OF RECORD.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD

SIGNED THE 8th OF JUNE, 2015.

Dennis M. Honsa

DENNIS M. HONSA
MINNESOTA LICENSE No. 22440
FOR: MSA PROFESSIONAL SERVICES

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RESOLUTION NO. 2015-21

A RESOLUTION BY THE NEWPORT CITY COUNCIL APPROVING A MINOR SUBDIVISION REQUESTED BY THE CITY OF NEWPORT, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 2ND AVENUE AND 9TH STREET, NEWPORT, MN 55055

WHEREAS, the City of Newport, has submitted a request for a Minor Subdivision; and

WHEREAS, the property is located at the southeast corner of 2nd Avenue and 9th Street, Newport, MN 55055, and is more fully legally described as follows:

PID#35.028.22.44.0044 - Lots 2, 4, 6 and 8, Block 28, Town of Newport According to the Plat on File and of Record in the Office of the County Recorder, Washington County, MN; and

WHEREAS, The described property is zoned Low Density Single-Family Residential (R-1); and

WHEREAS, Chapter 12, Section 1200.03, of the Code of Ordinances states; *“The purpose and intent of this Chapter shall be to ensure that subdivisions are consistent with all applicable provisions of all applicable plans, laws, and regulations, and to provide for the orderly subdivision of land.”* And

WHEREAS, Following publication, posted, and mailed notice thereof, the Newport Planning Commission held a Public Hearing on July 13, 2015; and

WHEREAS, The Planning Commission recommended Council approval of the proposed minor subdivision, Resolution No. P.C. 2015-7; and

NOW, THEREFORE, BE IT FURTHER RESOLVED That the Newport City Council Approve a Minor Subdivision of the described property with the following conditions:

1. The Final Plat shall be substantially in conformance with the survey dated June 8, 2015.
2. All future development on Parcels A and B shall meet the requirements of the City’s Ordinances.

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: July 6, 2015

SUBJECT: Abatement of 1635 Century Avenue

BACKGROUND

In 2014, the City condemned 1635 Century Avenue due to an accumulation of household goods and general unsafe conditions. The property was foreclosed on earlier this year and registered as a vacant property. When conducting an inspection of the property, Bob LaBrosse, Building Official, noted that the property has deteriorated and continues to be unsafe. As such, city staff is recommending that the property be declared a hazardous property and the building be removed.

DISCUSSION

Attached for the City Council's review is Resolution No. 2015-22 which finds 1635 Century Avenue to be a hazardous property and ordering the owner to remove the building, or the City will and assess the costs to the property taxes.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 2015-22.

RESOLUTION NO. 2015-22

A RESOLUTION OF THE CITY OF NEWPORT, MINNESOTA, DECLARING CERTAIN PROPERTY LOCATED AT 1635 CENTURY AVENUE WITHIN THAT CITY TO BE A “HAZARDOUS BUILDING OR PROPERTY” WITHIN THE MEANING OF MINNESOTA STATUTES 463.15, SUBDIVISION 3, AND ORDERING ITS REMOVAL BY ITS OWNER OR, IN THE ALTERNATIVE, DECLARING THE SAME CITY'S INTENTION TO ABATE THE HAZARDOUS STRUCTURE BY ITS REMOVAL AND ASSESSING THE COSTS OF THAT REMOVAL THEREON AS ALLOWED UNDER MINNESOTA STATUTES 463.161.

WHEREAS, the City of Newport, Minnesota, is charged with the responsibility of protecting the Health, Safety and Welfare of its citizens; and

WHEREAS, the City of Newport, Minnesota is a Minnesota Statutory City authorized to proceed on hazardous structures within its City limits under the provisions of Minnesota Statutes Sections 463.15 through 463.26 dealing with “Hazardous and Substandard Buildings”; and

WHEREAS, the City of Newport condemned 1635 Century Avenue on April 3, 2014 due to an accumulation of household goods and general unsafe conditions; and

WHEREAS, the property has been registered as a vacant building by Bank of America; and

WHEREAS, The City of Newport, Minnesota, acting through its City Council, hereby finds:

1. That a certain structure, specifically a residential house, located at 1635 Century Avenue within the City of Newport, Minnesota (hereinafter, “the Structure”) has remained vacant and uninhabited for more than two years.
2. That the Structure has been inspected by the City and been declared to be unsafe for habitation.
3. That the door and window opening to the Structure have been “boarded up” and the Structure appears to have been abandoned.
4. That the condition of the structure has a negative impact on property values in the City, in particular those properties immediately adjacent to the Structure.
5. That the abandonment of the structure has made mitigation of its condition by such means as repairs or remodeling more difficult to the point of being fruitless.
6. Because of its inadequate maintenance and condition, said Structure represents an ongoing fire hazard and hazard to public safety and health within the meaning of Minn. Stat. §463.15, subdivision 3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NEWPORT, MINNESOTA, ACTING THROUGH ITS CITY COUNCIL:

1. **THE OWNER OF THE AFORESAID STRUCTURE IS HEREBY ORDERED TO IMMEDIATELY REMOVE THE STRUCTURE AT HIS OWN COST.**
2. That this Order be served personally upon the Owner of the Structure and this Resolution, with proof of that personal service, be filed with the District Court in Washington County, Minnesota.
3. That in the absence of compliance by the owner, or the filing of a response by the owner to this Resolution and Order in the manner provided and within the 20 days provided by law, the City shall seek an Order from the Court allowing it to remove the structure and to assess any cost of that removal to the property as provided pursuant to Minn. Stat. § 463.161.

Adopted this 16th day of July, 2015 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator





CITY OF NEWPORT

596 7th Avenue
Newport, Minnesota 55055
(651) 459-5677
Fax: (651) 459-9883

April 3, 2014

Jeffery & Patricia Bell
1345 High Site Drive # 317
St Paul, MN 55121

Re: Condemnation – 1635 Century Avenue, Newport, MN

Dear Mr. & Mrs. Bell:

Based on a recent neighborhood property concern, Newport Police Chief, Curt Montgomery and I conducted an inspection of the property and noted an unsecured, vacant, dilapidated home and shed with structural deficiencies and abundant exterior storage.

Due to the immense accumulation of household goods and general unsafe conditions (*including continued electrical and gas service*) the City has deemed the building hazardous warranting condemnation per City Code Chapter 8, Section 800.03 V, 800.05 & State Statutes Chapter 463.

You will be required to address the fire hazard, secure all buildings located on the property from unwanted entry and remove all exterior storage by **April 11, 2014**. Failure to address these items will result in abatement per the City of Newport abatement procedures. Additionally, the property must continuously be maintained per City Code section 811.07.

Please contact me at 651-458-2828 to discuss your future intentions with this property or should you have any questions regarding this notice.

Sincerely,

Bob LaBrosse
Building Official

Enclosure: Condemnation Notice

Cc: Deb Hill, Newport City Administrator
Newport Mayor & Council
Curt Montgomery, Newport Director of Public Safety
City Attorney



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: July 13, 2015

SUBJECT: Social Host Ordinance

BACKGROUND

At the June 18, 2015 meeting, the City Council discussed adding a Social Host ordinance to the City Code. A Social Host ordinance is intended to discourage underage possession and consumption of alcohol at events or gatherings by holding the host of such event or gathering criminally responsible. Even though giving or furnishing alcohol to an underage person is illegal, it's often difficult to prove so individual cities adopt a Social Host ordinance as another tool to help combat underage drinking.

At the June 18 meeting, the City Council directed staff to bring it forward for discussion at the July 16, 2015 meeting with the following changes:

- Add the following findings to Section 780.01, Purpose and Findings:
 - Events and gatherings held on private or public property where alcohol is consumed by persons under the age of twenty one (21) disturb neighbors, damage property and jeopardize their own or others' safety.
 - Events and gatherings held on private or public property where alcohol is consumed by persons under the age of twenty one (21) are responsible for a disproportionate expenditure of public safety resources which can delay or reduce the ability of the police, fire, or EMS to respond to other emergencies.
- Add language in Section 780.03 stating that the host needs to be present and have knowledge of underage drinking to be criminally liable.

DISCUSSION

Please find attached a draft Section 780, Social Host with the above changes and a couple points for discussion. Staff created the draft by combining ordinances from Cottage Grove, St. Paul Park, South St. Paul, West St. Paul, and Woodbury. Below is a summary of the draft ordinance and discussion points for the City Council.

- **Section 780.02, Definitions** - The definitions for Alcohol, Alcoholic Beverages, Event, Parent, Person, Residence or Premises, and Underage Person were similar in all five ordinances.
 - Woodbury is also the only ordinance that had a definition for Reasonable Steps. The City Council will need to discuss whether or not they would like to keep this definition in the draft. Staff is recommending that it remain in the ordinance.
- **Section 780.03, Prohibited Acts** - Staff added language in Subd. 3 stating that the host needs to be present and have knowledge of underage drinking to be criminally responsible.

- **Section 780.04, Exceptions** - The first four subdivisions of this Section were similar in all five ordinances.
 - Cottage Grove is the only ordinance that has the following language in Subd. 3 " but it does apply to a person who hosts a gathering or event at such liquor establishment." The City Council will need to discuss if they would like to keep that language in Subd. 3.
 - Subdivisions 5 through 7 are only included in South St. Paul and West St. Paul's ordinances. The City Council will need to discuss if they would like to keep this Subdivisions.
- **Section 780.05, Severability** - This language was only included in St. Paul Park and Woodbury's ordinances. The City Council will need to discuss if they would like to keep this language.
- **Section 780.06, Penalty** - All five ordinances stated that a violation would be considered a misdemeanor.

RECOMMENDATION

It is recommended that the City Council provide direction on the above discussion points and approve Ordinance No. 2015-5.

**CITY OF NEWPORT
ORDINANCE 2015-5**

**AN ORDINANCE OF THE CITY OF NEWPORT, MINNESOTA, AMENDING THE CITY
CODE OF ORDINANCES CHAPTER 7 TO ADD SECTION 780, SOCIAL HOST**

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

Section 780 - Social Host

780.01 Purpose and Findings. The City Council intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons criminally responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The City Council finds that:

- A. Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of 21 may be harmful to those persons and constitute a potential threat to public health.
- B. Prohibiting underage consumption protects underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol-related traffic crashes.
- C. Alcohol is an addictive drug which, if used irresponsibly, could have adverse effects on those who use it as well as those who are affected by the actions of an irresponsible user.
- D. Events and gatherings held on private or public property where alcohol is consumed by persons under the age of twenty one (21) disturb neighbors, damage property and jeopardize their own or others' safety.
- E. Events and gatherings held on private or public property where alcohol is consumed by persons under the age of twenty one (21) are responsible for a disproportionate expenditure of public safety resources which can delay or reduce the ability of the police, fire, or EMS to respond to other emergencies.
- F. Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present and, condone the activity, and in some circumstances provide the alcohol.
- G. Even though giving or furnishing alcohol to an underage person is a crime, this ordinance is necessary to help further combat underage consumption.
- H. A deterrent effect will be created by holding a person criminally responsible for hosting an event or gathering where underage possession or consumption occurs.

780.02 Definitions. For purposes of this Section, the following terms have the following meanings:

Subd. 1 Alcohol. "Alcohol" shall mean ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin, or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.

Subd. 2 Alcoholic Beverage. "Alcoholic Beverage" shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, liquor, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

Subd. 3 Event or Gathering. "Event or Gathering" shall mean any group of three or more persons who have assembled or gathered together for a social occasion or other activity.

Subd. 4 Host. "Host" shall mean to aid, conduct, allow, entertain, organize, supervise, control, or permit a gathering or event.

Subd. 5 Parent. "Parent" shall mean any person having legal custody of a juvenile such as a natural, adoptive parent, or step-parent; a legal guardian; or a person to whom legal custody has been given by order of the court.

Subd. 6 Person. "Person" shall mean any individual, partnership, co-partnership, corporation, or any association of one or more individuals. A person does not include any city, county, or state agency.

Subd. 7 Reasonable Steps. "Reasonable Steps" shall mean steps taken by a person hosting an event or gathering in order to prevent underage possession or consumption of alcohol or alcoholic beverages. Reasonable steps may include, but are not limited to:

- A. Controlling access to alcohol or alcoholic beverages in such a manner that no underage person has access to the alcohol or alcoholic beverages at the gathering or event;
- B. Directly supervising the activities of underage persons at the gathering or event either in person or through a responsible adult;
- C. Checking the identification of the attendees of the event or gathering in order to determine age; and
- D. Other actions taken by a person hosting an event or gathering in order to prevent underage possession or consumption of alcohol or alcoholic beverages.

Subd. 8 Residence or Premises. "Residence or Premise" shall mean any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented, or used with or without permission or compensation.

Subd. 9 Underage Person. "Underage Person" shall mean any individual under 21 years of age.

780.03 Prohibited Acts.

Subd. 1 It is unlawful for any person(s) to host or allow an event or gathering at any residence, premises, or any other private or public property where alcohol or alcoholic beverages are present when the person knows or reasonably should know that an underage person will or does consume or possess any alcohol or alcoholic beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

Subd. 2 A person is criminally responsible for violating subsection (1) above if the person intentionally aids, advises, hires, counsels, or conspires with or otherwise procures another to commit the prohibited act.

Subd. 3 A person who hosts an event or gathering as described in subsection (1) above has to be present at the event or gathering and have knowledge of underage drinking to be criminally responsible.

780.04 Exceptions.

Subd. 1 This Section does not apply to conduct solely between an underage person and his or her parents while present in the parent's household.

Subd. 2 This Section does not apply to legally protected religious observances.

Subd. 3 This Section does not apply to retail intoxicating liquor or 3.2 percent malt liquor licensees, municipal liquor stores, or bottle club permit holders who are regulated by M.S.A. § 340A.503, subdivision 1(a)(1) but it does apply to a person who hosts a gathering or event at such liquor establishment.

Subd. 4 This Section does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of their employment.

Subd. 5 A landlord, mortgagee, hotel or motel owner or operator who has not actually participated in knowingly furnishing alcohol for an event or gathering.

Subd. 6 Medical procedures or treatment authorized by a physician.

Subd. 7 Law enforcement activities supervised by a law enforcement agency.

780.05 Severability. If any subsection, sentence, clause, phrase, word, or other portion of this Section is, for any reason, held to be unconstitutional or invalid, in whole, or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

780.06 Penalty. Any violation of this Section shall be misdemeanor.

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

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative:

Effective Date

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

Adopted by the City Council of the City of Newport, Minnesota on the 18th day of June, 2015.

Signed: _____
Tim Geraghty, Mayor

Attest: _____
Deb Hill, City Administrator

RESOLUTION NO. 2015-23

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF NEWPORT ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Newport on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newport Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Newport on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Chief of Police, Curt Montgomery, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That the City Attorney, Frederic W. Knaak, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
To assist the Authorized Representative with the administration of the agreement, Michelle E. Hagland, Paralegal, or her successor is appointed as the Authorized Representative’s designee.
4. That Timothy Geraghty, the Mayor for the City of Newport, and Deb Hill, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Newport on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Frederic W. Knaak, City Attorney, 4501 Allendale Drive, St. Paul, MN 55107, 651-490-9078, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision

or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party

receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Newport on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 38901, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of

Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices

Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

To: Honorable Mayor and City Council
Deb Hill City Administrator

From: Curt Montgomery Chief of Police

Date: July 12th 2015

Subject: Request Authorization to hire full time Police Officer and start an eligibility list for any possible new openings.

Introduction

The Police Department is requesting council's authorization to hire a Full Time Police Officer and to advertise to build an eligibility list for possible future openings. The unbudgeted personnel will be a budget neutral expense or positive dollars for the city. The department is currently operating one person short. Another officer is currently applying for an outside position so there is a possibility of being understaffed by 2 officers in the near future.

Discussion

The police department has been short one officer since December 2014. After this Officer's last doctor's visit, there is a strong chance that the Officer will no longer be able to continue his employment as a police officer with the City Of Newport. There is also a possibility of an Officer resigning this Fall. The police department would be at a critical shortage of personnel if this happens.

At the current time, the police department has a Community Service Officer that is qualified and eligible to become a police officer. Promoting Community Service Officer Eichman to a Police Officer position would save the City time and money. The promotion would be full time. It would be understood that if we return to full strength by all current officers being retained, that the CSO would be placed back into their CSO job.

With the current staffing issues, it would be a good idea to start advertising and developing an eligibility list for possible future job openings. This is common practice with other cities and municipalities to develop these lists

With the possibility of the police department being understaffed by two officers, the promotion of the Community Service Officer would lessen the burden on the current staff by several months. The Community Service Officer would be through his field training and able to fill a vacant spot in the shift rotation in approximately four to five months. The hiring process takes a minimum of six to eight months from the time the job is advertised until someone is hired if we start from scratch.

Recommendation

Authorize the promotion of the Community Service Officer to a full time Police Officer position after we do the necessary required paperwork for Police Officer Licensing. This should take a few weeks.

The second recommendation would be to start the hiring process and create an eligibility list for a possible second police officer opening. Authorize the Newport Police Department to bring forth to the Newport City Council a candidate from this list for hire if our department drops below the current number of seven officers.

RESOLUTION NO. 2015-24

**A RESOLUTION TO HIRE DAVID EICHMAN FOR THE POLICE OFFICER
POSITION PENDING A BACKGROUND CHECK**

WHEREAS, the City of Newport has had one less person working as an officer since December 26, 2014; and

WHEREAS, it is the desire of the Newport City Council to fill this position with a highly qualified candidate; and

WHEREAS, David Eichman was hired as the Community Service Officer effective March 2 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Newport City Council Hereby approves the hiring of David Eichman for the vacant police officer position pending a background check.

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator



PROFESSIONAL SERVICES

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Memo

To: Honorable Mayor and City Council Members
Ms. Deb Hill, City Administrator

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

Subject: MN 2016 Capital Budget

Date: July 13, 2015 – For the July 16th Council Meeting

The Budget Services Division of the MN Management & Budget office recently accepted proposals for local capital improvements project for inclusion in the Governor’s 2016 capital budget. Preliminary request forms were due on June 19th with final documentation due no later than October 16, 2015. Given the short turn around, staff prepared capital requests for three (3) projects setting the priority as follows:

1. I & I Sanitary Service Lining & Manhole Sealing – This project is comprised of lining all service laterals (201) and sealing each manhole (76) within the scope of the 2011 sewer lining project. The total project is estimated at \$1,700,000; the City is requesting \$1,475,000 in bonding bill appropriation.
2. I & I Sanitary Mainline/Service Lining & Manhole Sealing – This project will consist of lining the main-line and services for the remainder of the City’s system including sealing all remaining manholes. The total project is estimated at \$7,024,000; the City is requesting \$3,512,000 in bonding bill appropriation.
3. Maxwell Avenue Property Acquisition – The capital funding request consists of the purchase of the Maxwell Avenue site from MnDOT. The total estimate purchase cost is \$430,000; the City is requesting \$215,000 in bonding bill appropriation.

As part of the application process, the governing body of the political subdivision requesting the project must pass a resolution in support of the project and establishes priorities for all projects within its jurisdiction for which bonding appropriations are requested. Enclosed is a draft resolution for the Council’s consideration.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

60 Plato Blvd. East, Suite 140, St. Paul, MN 55107-1835

(612) 548-3132 (866) 452-9454

FAX: (763) 786-4574 WEB ADDRESS: www.msa-ps.com

(\$ in thousands)

Project Title	Priority Ranking	Funding Source	Project Requests for State Funds		
			2016	2018	2020
Newport I&Sanitary Service Lining and Manhole Seal	1	GO	\$ 1,475	\$ 0	\$ 0
Newport I&Sanitary Mainline-Service Lining and Manhole Seal	2	GO	\$ 3,512	\$ 0	\$ 0
Maxwell Avenue Property Acquisition	3	GO	\$ 215	\$ 0	\$ 0
Total Project Requests			\$ 5,202	\$ 0	\$ 0
General Obligation Bonds (GO) Total			\$ 5,202	\$ 0	\$ 0

Newport I&ISanitary Service Lining and Manhole Seal**AT A GLANCE****2016 Request Amount:** \$1,475**Priority Ranking:** 1**Project Summary:** The City of Newport is requesting funding to install a cured in-place liner from the sewer main within the service line toward the residence to a cleanout installed in the boulevard for approximately 200 residential services. Ancillary improvements will include chemical grouting and sealing of the 75 sanitary manholes within the project area and boulevard restoration.**Project Description****Project Rationale**

The City of Newport has recently completed (2012) a sewer main-line lining project in this area in an effort to reduce the infiltration and inflow (I&I) into the sanitary sewer system. The City lined approximately 16,500 feet of sanitary mainline pipe servicing the 200+ residence noted above. The City has since observed significant I&I entering the mainline at the location of these service lines. During the torrential rains in the Metro Area in June of 2014, the City's wastewater flow increased over 10 times more than the average and the City was levied a surcharge of over \$800,000 by the Metropolitan Council for excessive wastewater peak discharge. The City has identified the proposed project area as the worst location in this system for I&I and is requesting funding to help reduce the cost of these improvements.

Other Considerations

The City currently has a very low net taxing capacity due to a per capita levy of over \$700 in addition to an annual sewer rate of \$300 for the average City resident.

Impact on State Operating Subsidies**Who will own the facility?**

The residents of the City of Newport own and maintain their sewer service line from the residence to the sewer main.

Who will operate the facility?

The residents of the City of Newport own and maintain their sewer service line from the residence to the sewer main.

Who will use or occupy this space?

Residents of the City of Newport

Public Purpose

Reduce operation/maintenance costs for the City Public Works Department and protect the City against future Met Council surcharges.

Description of Previous Appropriations

Project Contact Person

Debora Hill
City Administrator
651-459-5677
dhill@newportmn.com

(\$ in thousands)

Newport I&S Sanitary Service Lining and Manhole Seal

PROJECT FUNDING SOURCES

Funding Source	Prior Years	FY 2016	FY 2018	FY 2020
State Funds Requested				
General Obligation Bonds	\$0	\$1,475	\$0	\$0
Funds Already Committed				
General Fund Cash	\$625	\$225	\$0	\$0
Pending Contributions				
TOTAL	\$625	\$1,700	\$0	\$0

TOTAL PROJECT COSTS

Cost Category	Prior Years	FY 2016	FY 2018	FY 2020
Property Acquisition	\$0	\$0	\$0	\$0
Predesign Fees	\$0	\$0	\$0	\$0
Design Fees	\$82	\$117	\$0	\$0
Project Management	\$0	\$78	\$0	\$0
Construction	\$543	\$1,455	\$0	\$0
Relocation Expenses	\$0	\$0	\$0	\$0
One Percent for Art	\$0	\$0	\$0	\$0
Occupancy Costs	\$0	\$0	\$0	\$0
Inflationary Adjustment	\$0	\$50	\$0	\$0
TOTAL	\$625	\$1,700	\$0	\$0

STATUTORY REQUIREMENTS

The following requirements will apply to projects after adoption of the bonding bill.

M.S. 16B.335 (1a): Construction/Major Remodelling Review (by Legislature)	No
M.S. 16B.335(3): Predesign Review Required (by Dept. of Administration)	
Does this request include funding for predesign?	No
Has the predesign been submitted to the Department of Administration?	No
Has the predesign been approved by the Department of Administration?	No
M.S. 16B.325(1): Sustainable Building Guidelines Met	N/A
M.S. 16B.325(2) and M.S. 16B.335(4): Energy Conservation Guidelines	
Do the project designs meet the guidelines?	N/A
Does the project demonstrate compliance with the standards?	N/A
M.S. 16A.695: Public Ownership Required	Yes
M.S. 16A.695(2): Use Agreement Required	Yes
M.S. 16A.695(4): Program Funding Review Required (by granting agency)	Yes
M.S. 16A.86 (4b): Matching Funds Required	Yes
M.S. 16A. 642: Project Cancellation in 2021	Yes
M.S. 174.93 Guideway Project	
Is this a Guideway Project?	No
Has the documentation been submitted to the legislature?	N/A
M.S. 16A.86 (6) Resolution of Support and Established Priorities	No

Newport I&ISanitary Mainline-Service Lining and Manhole Seal**AT A GLANCE****2016 Request Amount:** \$3,512**Priority Ranking:** 2

Project Summary: The City of Newport is requesting funding to install a cured in-place liner in the sanitary sewer main line and service connections in areas of the City sewer system susceptible to infiltration and inflow (I&I). The lining will be applied to approximately 10 miles of deteriorating vitrified clay pipe throughout the City. Included in this project will be the installation of service liners extending from the mainline toward the home with a cleanout installed in the boulevard. Ancillary improvements will include chemical grouting and sealing of the 220 sanitary manholes within the project area and boulevard restoration.

Project Description**Project Rationale**

The City has since observed significant I&I entering the mainline within the project area. During the torrential rains in the Metro Area in June of 2014, the City's wastewater flow increased over 10 times more than the average and the City was levied a surcharge of over \$800,000 by the Metropolitan Council for excessive wastewater peak discharge. The City has identified the proposed project area as the worst location in this system for I&I and is requested funding to help defray the cost of these improvement.

Other Considerations

The City currently has a very low net taxing capacity due to a per capita levy of over \$700 in addition to an annual sewer rate of \$300 for the average City resident.

Impact on State Operating Subsidies**Who will own the facility?**

The City of Newport will own and operate the mainline sewer system. The residents of the City of Newport own and maintain their sewer service line from the residence to the sewer main.

Who will operate the facility?

The City of Newport will own and operate the mainline sewer system. The residents of the City of Newport own and maintain their sewer service line from the residence to the sewer main.

Who will use or occupy this space?

Residents of the City of Newport

Public Purpose

Reduce operation/maintenance costs for the City Public Works Department and protect the City against future Met Council surcharges.

Description of Previous Appropriations**Project Contact Person**

Debora Hill

City Administrator

651-459-5677

dhill@newportmn.com

(\$ in thousands)

Newport I&S Sanitary Mainline-Service Lining and Manhole Seal

PROJECT FUNDING SOURCES

Funding Source	Prior Years	FY 2016	FY 2018	FY 2020
State Funds Requested				
General Obligation Bonds	\$0	\$3,512	\$0	\$0
Funds Already Committed				
General Fund Cash	\$0	\$3,512	\$0	\$0
Pending Contributions				
TOTAL	\$0	\$7,024	\$0	\$0

TOTAL PROJECT COSTS

Cost Category	Prior Years	FY 2016	FY 2018	FY 2020
Property Acquisition	\$0	\$0	\$0	\$0
Predesign Fees	\$0	\$0	\$0	\$0
Design Fees	\$0	\$780	\$0	\$0
Project Management	\$0	\$0	\$0	\$0
Construction	\$0	\$5,724	\$0	\$0
Relocation Expenses	\$0	\$0	\$0	\$0
One Percent for Art	\$0	\$0	\$0	\$0
Occupancy Costs	\$0	\$0	\$0	\$0
Inflationary Adjustment	\$0	\$520	\$0	\$0
TOTAL	\$0	\$7,024	\$0	\$0

STATUTORY REQUIREMENTS

The following requirements will apply to projects after adoption of the bonding bill.

M.S. 16B.335 (1a): Construction/Major Remodelling Review (by Legislature)	No
M.S. 16B.335(3): Predesign Review Required (by Dept. of Administration)	
Does this request include funding for predesign?	No
Has the predesign been submitted to the Department of Administration?	No
Has the predesign been approved by the Department of Administration?	No
M.S. 16B.325(1): Sustainable Building Guidelines Met	N/A
M.S. 16B.325(2) and M.S. 16B.335(4): Energy Conservation Guidelines	
Do the project designs meet the guidelines?	N/A
Does the project demonstrate compliance with the standards?	N/A
M.S. 16A.695: Public Ownership Required	No
M.S. 16A.695(2): Use Agreement Required	Yes
M.S. 16A.695(4): Program Funding Review Required (by granting agency)	Yes
M.S. 16A.86 (4b): Matching Funds Required	Yes
M.S. 16A. 642: Project Cancellation in 2021	Yes
M.S. 174.93 Guideway Project	
Is this a Guideway Project?	No
Has the documentation been submitted to the legislature?	N/A
M.S. 16A.86 (6) Resolution of Support and Established Priorities	No

Maxwell Avenue Property Acquisition**AT A GLANCE****2016 Request Amount:** \$215**Priority Ranking:** 3

Project Summary: The City of Newport is requesting funds for the acquisition of a parcel owned by MNDOT which is located at the intersection of Maxwell Avenue and I-494. The City has an agreement with MNDOT to purchase the property for purposes of economic development – MNDOT does not have any future use for the parcel. The site has a great location due to its being having great visibility and excellent access to I-494 and Highway 61/10. It is also located across the street from the new Transit Station. \$215,000 of state funding is requested to match the same amount of funding from the City of Newport.

Project Description

The site is 2.97 acres of vacant land that is 100% encumbered by a MNDOT easement for highway purposes. The parcel reflects excess right of way no longer needed by MNDOT. An appraisal valued the underlying fee ownership interest and easement interest at \$430,000. The parcel is currently zoned I-1 – light industrial. The City would use EDA funds for the acquisition match.

Project Rationale

- After the new construction of the Wacouta Bridge and Highway 61/10, Newport lost about 10% of its tax base. The City is nearly fully built out and quality buildable sites for economic development and recapturing tax base are few.
- Because MNDOT has no future plans for the site, the City would like to see the land return back to the tax rolls.
- The location lends itself to be very marketable with visibility, access to major highways, and being in the immediate proximity of the new bus transit site.

Other Considerations

The City of Newport has been working with Washington County HRA to market and develop the new bus transit site.

Impact on State Operating Subsidies

No new or additional state operating dollars will be requested for this project.

Who will own the facility?

The City of Newport

Who will operate the facility?

The City of Newport

Who will use or occupy this space?

Public Purpose

Description of Previous Appropriations

Project Contact Person

Debora Hill

City Administrator

651-459-5677

dhill@newportmn.com

(\$ in thousands)

Maxwell Avenue Property Acquisition

PROJECT FUNDING SOURCES

Funding Source	Prior Years	FY 2016	FY 2018	FY 2020
State Funds Requested				
General Obligation Bonds	\$0	\$215	\$0	\$0
Funds Already Committed				
Pending Contributions				
General Fund Cash	\$0	\$215	\$0	\$0
TOTAL	\$0	\$430	\$0	\$0

TOTAL PROJECT COSTS

Cost Category	Prior Years	FY 2016	FY 2018	FY 2020
Property Acquisition	\$0	\$430	\$0	\$0
Predesign Fees	\$0	\$0	\$0	\$0
Design Fees	\$0	\$0	\$0	\$0
Project Management	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0
Relocation Expenses	\$0	\$0	\$0	\$0
One Percent for Art	\$0	\$0	\$0	\$0
Occupancy Costs	\$0	\$0	\$0	\$0
Inflationary Adjustment	\$0	\$0	\$0	\$0
TOTAL	\$0	\$430	\$0	\$0

STATUTORY REQUIREMENTS

The following requirements will apply to projects after adoption of the bonding bill.

M.S. 16B.335 (1a): Construction/Major Remodelling Review (by Legislature)	No
M.S. 16B.335(3): Predesign Review Required (by Dept. of Administration)	
Does this request include funding for predesign?	No
Has the predesign been submitted to the Department of Administration?	No
Has the predesign been approved by the Department of Administration?	No
M.S. 16B.325(1): Sustainable Building Guidelines Met	N/A
M.S. 16B.325(2) and M.S. 16B.335(4): Energy Conservation Guidelines	
Do the project designs meet the guidelines?	N/A
Does the project demonstrate compliance with the standards?	N/A
M.S. 16A.695: Public Ownership Required	No
M.S. 16A.695(2): Use Agreement Required	Yes
M.S. 16A.695(4): Program Funding Review Required (by granting agency)	Yes
M.S. 16A.86 (4b): Matching Funds Required	Yes
M.S. 16A. 642: Project Cancellation in 2021	Yes
M.S. 174.93 Guideway Project	
Is this a Guideway Project?	No
Has the documentation been submitted to the legislature?	N/A
M.S. 16A.86 (6) Resolution of Support and Established Priorities	No

RESOLUTION NO. 2015-25

A RESOLUTION SETTING PROJECT PRIORITY FOR 2016 CAPITAL IMPROVEMENT PROJECTS IN PURSUIT OF BONDING BILL APPROPRIATION

WHEREAS, the City of Newport conducted a sanitary infiltration and inflow (I&I) mitigation project in 2011 to install a cast in-place concrete liner on approximately 16,400 linear feet of sanitary sewer main-line pipe, and

WHEREAS, the City of Newport has continued to observe I&I at the reinstated service lateral connections contributing to a Metropolitan Council Environmental Service surcharge, and

WHEREAS, the City of Newport considers lining mainline pipe and service laterals to be an effective means to control I&I and supports the implementation of these rehabilitation measures, and

WHEREAS, the City of Newport has an agreement with MnDOT to purchase a vacant parcel located at Maxwell Avenue and Interstate 494 currently 100% encumbered by a MnDOT easement for highway purposes, and

WHEREAS, the City of Newport has prepared a preliminary application for State Bonding Bill appropriations for these capital improvements

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

1. The City of Newport supports the following project, in order of priority, as capital improvements project in pursuit of 2016 bonding bill appropriations:
 - a. I & I Sanitary Service Lining & Manhole Sealing
 - b. I & I Sanitary Mainline/Service Lining & Manhole Sealing
 - c. Maxwell Avenue Property Acquisition

Adopted this 16th day of July, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Rahm	_____
	Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator