



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
NOVEMBER 21, 2013 – 5:30 P.M.**

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

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

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes of the November 7, 2013 Regular City Council Meeting
 - B. Minutes of the November 7, 2013 City Council Workshop Meeting
 - C. List of Bills in the Amount of \$483,848.75
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
 - A. Employee Personnel Policy
 - B. City-wide Safety Program
 - C. Internal Controls Policy
 - D. Discussion Regarding Commission Vacancies
10. ATTORNEY'S REPORT
 - A. Prosecution Report
11. POLICE CHIEF'S REPORT
12. FIRE CHIEF'S REPORT

Agenda for 11-21-13

13. ENGINEER'S REPORT

- A. **Resolution No. 2013-56** - Pursue Metropolitan Council Environmental Services Clean Water Grant Program Funds for Sanitary Sewer Line Repairs

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

- A. **Resolution No. 2013-49** - Authorizing the Sale of a Fire Rescue Vehicle for an Offered Price of \$10,000

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- | | | |
|--|------------------------|-----------|
| 1. City Offices Closed due to Thanksgiving Holiday | November 28 - 29, 2013 | |
| 2. City Council Meeting | December 5, 2013 | 5:30 p.m. |
| 3. Volunteer Appreciation Dinner | December 10, 2013 | 6:00 p.m. |
| 4. Planning Commission Meeting | December 12, 2013 | 6:00 p.m. |



**City of Newport
City Council Minutes
November 7, 2013**

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL -

Council Present – Tim Geraghty; Bill Sumner; Tracy Rahm; Steven Gallagher

Council Absent – Tom Ingemann;

Staff Present – Deb Hill, City Administrator; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief; Renee Helm, Executive Analyst; Fritz Knaak, City Attorney; John Stewart, City Engineer; Jon Herdegen, City Engineer

Staff Absent – Bruce Hanson, Supt. of Public Works;

4. ADOPT AGENDA

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

5. ADOPT CONSENT AGENDA

Councilman Gallagher - I would like to pull the List of Bills so we can explain why it's one million dollars.

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

A. Minutes of the October 17, 2013 Regular City Council Meeting

C. Gambling Permits for Capital City Strutters

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

B. List of Bills in the Amount of \$1,068,190.73

Councilman Gallagher - Deb, do you want to explain the Morgan Stanley and Central Bank costs which are about \$900,000.

Admin. Hill - We're not spending that, we're just transferring over. At the last meeting we talked about trying to get as much interest as we can from the unused monies for the bonding we did for the street projects so we sent that money over to Morgan Stanley to get better interest rates for about six months. We'll make about \$1,000. We also had a couple CDs that matured with Central Bank so we moved those monies over to complete our laddering in our investment plan.

Motion by Gallagher, seconded by Rahm to approve the List of Bills as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

7. MAYOR'S REPORT –

Mayor Geraghty - Yesterday, Renee and I met with ambassadors from the Cottage Grove Chamber. We had lunch with them and told them everything that was going on in the City. I also attended Buckthorn Removal Day. It was a record turnout for us, over 100 volunteers showed up. I would like to thank all of those volunteers that showed up.

8. COUNCIL REPORTS –

Councilman Gallagher - Nothing to report.

Councilman Sumner –I also attended Buckthorn Day. It was a very nice day and we had a lot of people there. I'm sure a lot more than Buckthorn was taken that day, I spent much of my time trying to instruct people what needed to be pulled. Also, I wanted to mention that the Heritage Preservation Commission will meet on November 13th. We are looking to add members, we are short one member now and another one may be finishing up their term at the end of the year. You learn a lot about Newport and there are a lot of interesting buildings, places, and events here.

Councilman Rahm – I also attended Buckthorn Day and want to thank all of the volunteers that came out, especially that schools that came out.

9. ADMINISTRATOR'S REPORT –

A. Resolution No. 2013-54 – Directing City Administrator to Certify Unpaid Mowing Charges to the County Treasurer/Auditor to be Collected with Other Taxes on Said Property

Admin. Hill presented on this item as outlined in the November 7, 2013 City Council packet.

Councilman Sumner - I was looking at the amounts that were charged, is there a certain amount that we contract with, are these multiple mowing?

Admin. Hill - Right off hand I don't know if there are multiple mowings, they probably are. It depends on the condition of the property and the size of the lot.

Councilman Sumner - There's a column for mowing charges and then an amount to be certified that's more.

Admin. Hill - When we certify there is a \$25 charge and a percentage of interest for the year.

Motion by Sumner, seconded by Gallagher to approve Resolution No. 2013-54 as presented. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

B. Employee Personnel Policy

Executive Analyst Helm presented on this item as outlined in the November 7, 2013 City Council packet.

Councilman Sumner - We had some language regarding vacation time, can you talk about that?

Executive Analyst Helm - Yes. The recommended vacation matches what the Public Works Union employees have. They start at 100 hours and it increases 10 hours each year of service. Staff is recommending that that be amended for non-union employees as well, the Administration employees, Police Chief and Public Works Superintendent and Assistant Superintendent. It would cap at 250 hours after 15 years of service. We can roll over

80 hours of vacation each year with the City Administrator's approval.

Councilman Sumner - How does the one year probation period for the police compare with other departments?

Chief Montgomery - That's standard among the industry.

Mayor Geraghty - On the table for vacation, it has proposed for Public Works and Police, that's what is being proposed? What's their contract now?

Executive Analyst Helm - It's for Bruce, John and the Chief.

Mayor Geraghty - So both the union Public Works and Police have the 250 cap?

Executive Analyst Helm - No. The Police Union employees increase every five years. They don't get any vacation for the first year, from one to five years they get 80 hours, from five to 10 they get 120 hours, from 10 to 15 they get 160 hours, from 15 to 20 they get 180 hours and 20 or more they get 200 hours.

Mayor Geraghty - I thought 250 was too high myself. I've been with the State for 40 years and I get 234 hours per year.

Councilman Rahm - I think it's because they're using the 10 hour increments versus 8 hours.

Mayor Geraghty - Yea but you don't have to take eight hours or a day at a time.

Councilman Sumner - I'd like to look at these days again and put the vote off for now.

Executive Analyst Helm - For the entire policy or just the vacation?

Mayor Geraghty - The other one I have is, I know the office has 10 hour days, but I don't think it's fair that you get 10 hours of sick leave a month versus eight for the rest of the people. You don't have to necessarily take a day, you can take four hours. Equity wise, vacation you're getting the same.

Executive Analyst Helm - Sick is one day per month.

Mayor Geraghty - For you it's 120 hours a year but for others it's 96 hours.

Councilman Gallagher - In here it says that language was added stating that an employee must work at least 1,040 hours the previous year for vacation to accrue so that would be part-time or half-time. So if someone is half-time do they receive the same amount of vacation as a full-time employee?

Executive Analyst Helm - Part-time employees do not get vacation. That's saying that if they're sick for six or seven months of the year, if they were on long-term disability and didn't work at least 1,040 hours then they would not get vacation. Right now, if someone is on long-term disability they are still an employee so their vacation could roll over on their anniversary date even though they are on long-term disability.

Councilman Sumner - So this would prevent them from accruing new vacation?

Executive Analyst Helm - Yes, if they didn't work at least 1,040 hours.

Councilman Rahm - We're in no hurry to make a decision on this so we could wait until Councilman Ingemann is here to review it.

Councilman Sumner - I would like to look at it a little longer.

Executive Analyst Helm - I would make the recommendation that the amendments from the League at least be approved. I have them outlined in the memo.

Councilman Gallagher - I don't think anyone has an issue with anything that has been proposed besides the vacation and severance.

Councilman Sumner - I was looking at the accrual of sick time and they get 80% pay out of vacation time is that correct?

Executive Analyst Helm - That's what is being proposed, it's capped at 960 hours.

Councilman Sumner - Is that comparable with other cities?

Executive Analyst Helm - With unions, I'm not sure but with non-unions it's typically 50%.

Councilman Sumner - 80% seemed high to me. I would like to have more time to look at vacation pay, severance pay, sick leave. As far as the other amendments.

Mayor Geraghty - What does Minneapolis get Steve?

Councilman Gallagher - I don't know off-hand.

Mayor Geraghty - The State gets 35% but there's no cap.

Councilman Gallagher - I can find out and bring it back.

Councilman Sumner - Do you have a private industry?

Councilman Rahm - Places I'm at have been capped at 200 hours.

Mayor Geraghty - For severance?

Councilman Rahm - You're capped for roll-over. If you have more than 200 hours at the end of the year they'll cash you out. They'll give whatever you have accrued up to 200 hours if you leave.

Councilman Sumner - The State has a limit on what they can accumulate during a year. You have to be below 275.

Councilman Gallagher - Renee, could you provide a spreadsheet comparing the Unions?

Executive Analyst Helm - For severance pay?

Councilman Gallagher - And vacation.

Attorney Knaak - The one clarification I had in my own notes relates to Jury Duty. You provide that employees that are on Jury Duty are paid by the City and continue to be paid to the City and any compensation that is made for Jury Duty should be paid to the City, which is standard. The one area where you might want clarification is for temporary or seasonal employees. There's an indication that you are not going to be paying them which is allowed but it's not clear if they keep the compensation so you might want to make that clear.

Mayor Geraghty - So you would just get rid of the suggested change?

Attorney Knaak - I can do that. I just wanted to point it out.

Mayor Geraghty - Do you want to make a modified approval? I'll make a motion to modify the League's recommended changes and I think you know the areas that we want to talk about, the severance, vacation accrual, sick leave accrual.

Councilman Rahm - I agree that we don't have any issues with the other changes but I would recommend that we just wait and make all of the changes at one time.

Executive Analyst Helm - The League recommends reviewing it on an annual basis and it hasn't been fully reviewed since it was established.

Councilman Gallagher - I think if we get it done by the first of the year it'll be fine.

Mayor Geraghty - I'll withdraw my motion.

Executive Analyst Helm - So you're tabling it until next time?

Councilman Sumner - Assuming we have a full Council.

Councilman Gallagher - It would make it easier because we could start the new benefits on the first of the year.

This item was tabled to a meeting where all five City Council members are in attendance.

C. Update on the Proposals for Developing the Previous Public Works Site

Admin. Hill - We did not receive any proposals from our advertisements. We advertised in the paper and State Register.

Engineer Stewart - We described the property, what it was usable as, the number of lots, the market value, we requested proposals for purchasing the property. We didn't get any calls on it.

Admin. Hill - The gentleman I was speaking with prior to this said that the uncertainties of the land with the high rock level. He knows that he cannot swing it at \$140,000. I asked if he would be willing to sit down again to see if we could work something out and he said yes. We'll meet in a couple weeks with him. I know there's certain site work that needs to be done.

Mayor Geraghty - It doesn't hurt to talk.

Councilman Sumner - That \$140,000 is for the entire property?

Admin. Hill - Yes. There's a lot of flexibility with this process. I think there are a lot of things that we can do to make it work for both of us.

Councilman Gallagher - Next time we do an RFP can we make sure the Council gets a copy so we can send it to people that we might know?

Engineer Stewart - Yes.

D. Discussion Regarding Christmas Hours

Admin. Hill presented on this item as outlined in the November 7, 2013 City Council packet. It is requested that City Hall be closed on December 26, 2013.

Mayor Geraghty - I think as long as we give notice it's fine.

Admin. Hill - I have one more item. We did approve a deferral for a street assessment but there are repairs for wye and service line in the amount of \$1,062.34 on to that deferral.

Councilman Sumner - That's until the property is sold?

Admin. Hill - Yes.

Councilman Sumner - It's based on a request by the resident?

Admin. Hill - Yes. It's an approval by the Council.

Attorney Knaak - It should be by resolution amending the original resolution because the dollar amount was fixed. For purposes of the record, you'll want to have the specific amount. You can approve it now and direct staff to place it in resolution form.

Mayor Geraghty - This was a previously submitted deferral?

Admin. Hill - Yes.

Motion by Sumner, seconded by Geraghty to direct staff to create Resolution No. 2013-55 which will amend the original Resolution deferring assessments for 1102 Mark Court to add an additional \$1,062.34 to the deferred amount. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Mayor Geraghty - I'm not sure if everyone is aware but Washington County did approve the Transit Station. Our member couldn't vote on the project.

Admin. Hill - It was passed 3 to 1.

Councilman Gallagher - Why couldn't she vote?

Mayor Geraghty - They have a purchase agreement for property in the area. The demolition will occur this fall.

Admin. Hill - The golden shovel ceremony is tentatively November 25 and demolition should be completed by the end of January and they're hoping to start the construction in May with it being completed by the end of October. They're also putting in fiber.

10. ATTORNEY'S REPORT – Nothing to report.

Attorney Knaak - I will report on the prosecution report at the next meeting.

Councilman Sumner - Anything we need to know?

Attorney Knaak - No, it remains very active and very busy.

Councilman Gallagher - Do you know the conviction rate off-hand?

Attorney Knaak - By the time I see them, I'm betting 95-100%. On some occasions, we do dismiss under the right circumstances. For example, there was a gentleman who had a license that had been suspended but he didn't know. He thought he had paid it online and established the proof. By the time it gets to my office they are usually guilty. The paperwork is done very well and I have no problem at all with the paperwork we get from the Police

Councilman Gallagher - Compared to reports I've seen from other cities, these officers do an excellent job in their narrative.

Attorney Knaak - It does matter and we are very satisfied with what we've seen.

**11. POLICE CHIEF'S REPORT –
A. September 2013 Activity Report**

Chief Montgomery - I have a couple reminders. As it gets slippery out, please slow down. Also, the winter parking ban is in effect. We've been issuing warnings for now but will start tagging.

12. FIRE CHIEF'S REPORT – Chief Mailand reported on the number of calls in the past few weeks, which include: lift assist, vehicle fire, false alarms and mutual aid to St. Paul Park for a tank rollover and house fire. The Department visited Newport Elementary during Fire Prevention Week.

Councilman Sumner - This is the time to change batteries in CO and Smoke Detectors.

**13. ENGINEER'S REPORT –
A. Street Improvement Project**

John Herdegen, City Engineer, presented on this item as outlined in the November 7, 2013 City Council packet.

Mayor Geraghty - How much is left after this?

Engineer Herdegen - Our retainer is just under \$22,000 and I believe the mailboxes haven't been paid for and they are probably \$2,000. They had not installed the mailboxes when this partial payment was prepared.

Motion by Sumner, seconded by Geraghty to approve Partial Payment #2 at a cost of \$323,835.23 and a certificate of substantial completion. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Councilman Sumner - At one point there was discussion about the costs for us to purchase a camera. I'd like to discuss that.

Engineer Stewart - Bruce looked into that and it came to \$80,000. Our initial cost was closer to \$50,000 and I think everyone decided that it wasn't worth the \$80,000. The quote that Jon is discussing includes cleaning as well so buying the camera your payback would be 8 to 10 years and that doesn't include the staff time to run it. Based on the amount of work, it didn't make sense to purchase the camera.

Councilman Rahm - I've walked into some of the major home repair stores and they rent them.

Engineer Stewart - We could buy one of those and a number of cities do have them to check out service lines but in order to get the quality and ability to determine where it is in the service line, those cameras don't work.

Councilman Gallagher - Does Cottage Grove have one?

Engineer Stewart - I know Hastings has one and each time we've tried to borrow it they're using it.

Councilman Rahm - How do their prices for 2014 compare to 2013?

Engineer Herdegen - They held the prices the same.

Mayor Geraghty - How much do we recover?

Engineer Stewart - About 40%.

Mayor Geraghty - When will they start?

Engineer Herdegen - We've asked that the work be completed by December 15.

Engineer Stewart - That is so that we can have this information before we go out to bid.

Councilman Gallagher - You were happy with the work they did?

Engineer Stewart - Yes. This whole project went like a dream.

Mayor Geraghty - All of these homeowners know that this is coming?

Engineer Stewart - There will be mailings.

Motion by Gallagher, seconded by Rahm to direct staff to contract with Professional Drain Services and accept the bid of \$30,945.

14. SUPERINTENDENT OF PUBLIC WORKS REPORT –

Mayor Geraghty - Is the compost closed?

Admin. Hill - It's scheduled to be closed this Saturday and he has no one to man it the next weekend.

Councilman Sumner - Can we train someone else to be a backup?

Admin. Hill - Not this fast.

Councilman Gallagher - If we don't try to keep it open people will rake them into the street and sewers.

Councilman Sumner - Do we have issues with people burning them?

Admin. Hill - A little bit.

15. NEW/OLD BUSINESS

16. ADJOURNMENT

Motion by Geraghty, seconded by Rahm, to adjourn the regular Council Meeting at 6:16 P.M. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm
Executive Analyst



**City of Newport
City Council Workshop Meeting Minutes
November 7, 2013**

1. ROLL CALL -

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

Council Absent – Tom Ingemann,

Staff Present – Deb Hill, City Administrator; Bruce Hanson, Superintendent of Public Works; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief; Renee Helm, Executive Analyst; Fritz Knaak, City Attorney;

Staff Absent - John Stewart, City Engineer;

2. DISCUSS THE 2014 DRAFT BUDGETS

Admin. Hill presented on this item as outlined in the November 7, 2013 City Council Workshop packet.

Councilman Rahm - What percent did we certify?

Admin. Hill - We sent \$2,420,695 for the preliminary levy. The 2013 bonds came in a little less than we anticipated so it went down to \$2,414,588. The increase from 2013 is \$61,588. That is because of the street bonding.

Councilman Sumner - So outside of the street bonds, we would have had a decrease?

Admin. Hill - Yes.

Councilman Gallagher - Can someone explain the fiscal disparity portion of the levy?

Admin. Hill - It's tax monies that are divvied out.

Councilman Sumner - It's a reallocation of the State's funding.

Admin. Hill - That's within our general revenue.

Councilman Gallagher - Some people had complained that their disparity tax was very high and I didn't understand what that was.

Admin. Hill - I'm not sure how that's calculated. If you look at our actual audited budgets, the fiscal disparities fluctuate all over the place.

Councilman Gallagher - Are those numbers from the State?

Councilman Sumner - I thought the State assigned those amounts.

Attorney Knaak - It's a formula based on valuation. Any new developments get taxed into a pool and you get a certain percentage of it back as a community and the rest goes to other communities to provide a disincentive for people to seek higher value commercial property. It's a very sound public policy behind it. Some communities that don't have a lot of commercial development tend to benefit from it and communities that have a lot tend to be the givers to the pool.

Councilman Sumner - They also look at your expected expenses don't they?

Attorney Knaak - To some extent.

Mayor Geraghty - Are there cities that actually pay \$400,000 - 500,000 out?

Attorney Knaak - Yes.

Mayor Geraghty - The business that complained, it could have been their valuation changed because it was flat between 2012 and 2013 and it seems like it'll be flat for 2014.

Attorney Knaak - I'm not sure what that's about.

Mayor Geraghty - The amount for 2014, is that a definitive amount?

Admin. Hill - That's always projected. It all depends on if they're homesteaded...

Mayor Geraghty - When will we get that number?

Admin. Hill - It's based on the preliminary levy. Are we talking about fiscal disparities again?

Mayor Geraghty - Yes.

Admin. Hill - I'm sorry, I thought we were talking about tax levels.

Councilman Gallagher - Is the \$329,444 promised?

Admin. Hill - Yes.

Councilman Sumner - But there have been times when we've been promised a certain amount and haven't gotten it.

Admin. Hill - Speaking with our auditor, he said that the fiscal disparities are always added to the ad valorem taxes because they're all pretty much the same thing. It's expected revenues.

Councilman Rahm - I'm looking at the property tax impact worksheet. Last year, my assessed valuation went down but my taxes went up. Looking at this chart, it shows that every class is going down. We're still increasing our levy yet everyone's taxes will go down. I'm trying to figure out how we can predict what will be on someone's statement. How do the actions we do here affect homeowners and different classes? People bring their tax statements to me and they look at their bottom line.

Admin. Hill - I fully understand that...

Councilman Rahm - Last year we decreased our levy 1.4% is that not true? Yet it still went up.

Councilman Gallagher - We didn't reduce the overall levy just reduced it from the preliminary levy.

Admin. Hill - It's always an estimate.

Councilman Rahm - I want to see if we can get any better because last year I thought people in a certain class were going to get a decrease and that didn't happen so I want to know if it'll happen this year.

Admin. Hill - This is what we got from the County and this is what we plug in and I cannot guess anything more pass the tables they gave us.

Councilman Gallagher - Does the County assume a negative 5.5% change in the market value?

Admin. Hill - That's what they gave us.

Councilman Rahm - Didn't the County increase their levy 0.06%? They're increasing it 0.06% and we're increasing ours 2.62%. What is CPI, what are peoples wages going up, this is what I keep going back to. Maybe we need more money because we need to build roads and bridges and all the infrastructure, I'm okay with that but people come up to me and say that we're increasing it faster than inflation.

Councilman Sumner - We just said that our taxes would have gone down except for the additional projects that were voted on and supported by the residents here to do street improvements.

Councilman Rahm - That's where I go. I try to have a speech on this regarding why.

Councilman Sumner - One of the big things that increased the taxes was the street project.

Councilman Rahm - I get emails on it and people elected us to be watchdogs about what we're spending our stuff on.

Mayor Geraghty - We were prepared to increase the general levy but we were capped and we kept it at zero.

Councilman Rahm - I agree. I don't like it that we do the one thing and then they get their statements at a higher level. I wish we had a different process of doing that.

Mayor Geraghty - On the property tax impact worksheet, the fiscal disparities is different than the fiscal disparities on the 2014 draft budget.

Admin. Hill - It stills adds up, it factors that in. Our preliminary levy...

Mayor Geraghty - I'm just wondering why it isn't \$329,444 on the draft budget if that's what it is on the property tax impact worksheet.

Admin. Hill - If you go back on the 2012 approved and actual budgets, the approved was \$318,838 but the actual was \$286,461 but the bottom numbers still came out. I can't explain that but that's when I talked with the County and that's what I put in.

Councilman Gallagher - But the fiscal disparities line item in the draft budget does not match the fiscal disparities in the property tax impact worksheet.

Admin. Hill - The bottom line will still be the same because then it will change the ad valorem. Our goal is still the \$2,127,797, that's the number we're working with as far as taxes go outside of the bonding.

Councilman Gallagher - But you need to amend the numbers in the draft budget before we approve it.

Admin. Hill - I'll change that. Moving on to the CIPs. For the Buildings CIP, we added \$20,000 for new carpet

for City Hall and the Fire Station and \$30,000 for the Fire Station HVAC replacement. We're transferring \$70,000 and there are \$50,000 in expenditures. Everything does cash flow. In regards to the Parks CIP, I added in \$6,000 for a community garden fence. Pauline Schottmueller came and asked about the monies from the Lady Slipper and that they would like a fence for the community garden.

Councilman Rahm - Is that to keep the deer out?

Admin. Hill - Yes, and people.

Councilman Gallagher - We want people to go in there. A community garden should be a community garden where everyone feels free to go in.

Mayor Geraghty - I don't agree with this one and we don't even know what we're going to do with that property. A few years ago the Heritage Preservation Commission had talked about putting up a fence around the Red Rock Cemetery.

Admin. Hill - I added that for discussion because I know they'll be coming to you for it.

Mayor Geraghty - As a placeholder I would put "Cemetery Fence" if you want to leave it on there.

Councilman Gallagher - No, put "Install Fence."

Mayor Geraghty - I don't want to give them any false expectations.

Supt. Hanson - The cemetery fence has been on the CIP for a long time.

Councilman Rahm - Why do we want to put a fence around the cemetery?

Supt. Hanson - To maintain a boundary.

Admin. Hill - With the rest of the Parks CIP, we have \$5,000 for warming house repairs, \$15,000 to finish the Veterans' Memorial and \$8,500 to upgrade lighting at Pioneer Park. We're transferring \$32,000 and there are \$34,500 in expenditures. I'll remove the \$6,000 for the fence.

Mayor Geraghty - Keep it in and label it "Cemetery Fencing."

Admin. Hill - I'll put "Fencing." For the equipment CIP, this is the one where we found an error in the formula. For next year, we have \$65,000 to replace the 1981 sweeper and \$43,000 to replace the 2000 Crown Victoria. We're transferring \$278,000 and have \$108,000 for expenditures.

Councilman Rahm - Is that sweeper amount reasonable?

Supt. Hanson - It'll purchase a used one. We contract for spring sweeping and use this one for our fall sweeping. It's about \$5,000 - 6,000 for our spring sweep but we should be sweeping two or three times a year. We try to sweep with this one but we just spent two weeks working on it to do the fall sweep. It's worn out. We'll sell it for parts.

Admin. Hill - This will come to the Council for final approval on December 5, 2013.

Mayor Geraghty - Do we want to see this again before?

Councilman Rahm - I would like to see it again with the updated numbers.

Councilman Gallagher - Let's do something at the next Council meeting.

Admin. Hill - At a workshop?

Mayor Geraghty - Yes.

Admin. Hill - Ok.

Councilman Rahm - Again, we're going less than the preliminary right?

Admin. Hill - Yes, about \$6,000 less.

Councilman Gallagher - Let's keep it at what we approved at the preliminary.

Admin. Hill - I'd just like to remind you that we'll need to go through bonding counsel again and be rated. If we make any big switches it might affect our rating. It saved us \$40,000 this year.

Councilman Rahm - In July 2012, we started providing information on credit card expenditures and it seems like we've spent about \$12,000 less since we started doing that.

Admin. Hill - It could be a couple items. I know we purchased the iPads on the credit card.

Councilman Rahm - It seems like we've had a big decrease this year and I would like to see that.

Admin. Hill - We can get that. If anyone wants anything specific before the next workshop please let me know. I'll provide the resolutions from the last two years to show what we levied.

3. ADJOURNMENT

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm
Executive Analyst

Non-Recurring Bills

Paid Chk# 015645	ATOMIC-COLO, LLC	11/21/2013	\$2,814.54	Additional IT hours for new co
Paid Chk# 015646	BAUER BUILT, INC	11/21/2013	\$542.82	Police tires
Paid Chk# 015647	BRKW APPRAISALS, INC.	11/21/2013	\$3,500.00	Appraisal 2.97 ac. on Maxwell
Paid Chk# 015648	BUFFLEHEAD WEB DESIGN	11/21/2013	\$182.70	Website hosting and updates
Paid Chk# 015649	Cardmember Services	11/21/2013	\$2,862.31	Visa card
Paid Chk# 015650	COMMERCIAL ASPHALT CO.	11/21/2013	\$166.53	Duradrive asphalt
Paid Chk# 015651	BRIAN DOMEIER	11/21/2013	\$155.13	Escrow reimbursement
Paid Chk# 015652	DONALD SALVERDA & ASSOC.	11/21/2013	\$79.03	Leadership Growth group
Paid Chk# 015653	EDS TROPHIES INC	11/21/2013	\$484.85	Plaques for picture frames and
Paid Chk# 015654	EHLERS	11/21/2013	\$100.00	Update utility study
Paid Chk# 015655	EXPRESS AUTO PARTS	11/21/2013	\$77.75	Paint/Repair play equipment
Paid Chk# 015656	FAIR OFFICE WORLD	11/21/2013	\$871.85	Office supplies
Paid Chk# 015657	FLEET ONE LLC	11/21/2013	\$2,700.73	Petrol for PW and Fire
Paid Chk# 015658	GERLACH OUTDOOR POWER EQUIP.	11/21/2013	\$188.66	
Paid Chk# 015659	GLOBE PRINTING & OFFICE SUPPLY	11/21/2013	\$379.41	Labels
Paid Chk# 015660	GOPHER STATE ONE-CALL	11/21/2013	\$161.05	
Paid Chk# 015661	INSTRUMENTAL RESEARCH, INC.	11/21/2013	\$36.00	Coliform testing
Paid Chk# 015662	INVER GROVE FORD	11/21/2013	\$232.89	Police repairs
Paid Chk# 015663	LAWSON PRODUCTS	11/21/2013	\$283.59	Shop supplies
Paid Chk# 015664	LIBERTY NAPA OF NEWPORT	11/21/2013	\$501.75	Vehicle repairs
Paid Chk# 015665	MCNAMARA CONTRACTOR	11/21/2013	\$323,835.23	2013 Street project bill
Paid Chk# 015666	MENARDS - COTTAGE GROVE	11/21/2013	\$144.04	City hall repairs
Paid Chk# 015667	Metropolitan Council	11/21/2013	\$14,855.66	
Paid Chk# 015668	NORSAN	11/21/2013	\$234.60	
Paid Chk# 015669	OXYGEN SERVICE CO.	11/21/2013	\$42.47	Welding supplies
Paid Chk# 015670	PITTNEY BOWES POSTAGE BY PHONE	11/21/2013	\$319.99	
Paid Chk# 015671	RIVERTOWN MULTIMEDIA	11/21/2013	\$524.23	Notice and proposal postings
Paid Chk# 015672	RUMPCA COMPANIES INC.	11/21/2013	\$23,830.00	1625&1629 Cedar Lane clean up
Paid Chk# 015673	ST. PAUL PARK REFINING CO. LLC	11/21/2013	\$2,397.07	
Paid Chk# 015674	STILLWATER TOWING	11/21/2013	\$75.00	Jump start car
Paid Chk# 015675	T.A. SCHIFSKY & SONS, INC.	11/21/2013	\$80.74	Patching material
Paid Chk# 015676	TKDA	11/21/2013	\$3,408.58	Planning
Paid Chk# 015677	WASHINGTON CNTY TAX SERVICES	11/21/2013	\$46.00	First aid kits
Paid Chk# 015678	ZEE MEDICAL SERVICE	11/21/2013	\$192.76	First aid kits

Recurring Bills

Paid Chk# 000229E	CENTRAL BANK	11/5/2013	\$18.00	Fund transfer fee
Paid Chk# 000230E	PSN	11/5/2013	\$72.75	Online payment fees
Paid Chk# 000231E	ING LIFE INSURANCE & ANNUITY	11/13/2013	\$413.59	MSRS
Paid Chk# 000232E	MN REVENUE	11/13/2013	\$1,967.28	State taxes
Paid Chk# 000233E	FEDERAL TAXES	11/13/2013	\$9,385.61	SS, Federal, Medicare
Paid Chk# 015614	BARBARA WILCZIEK	11/7/2013	\$135.00	Election judge temporary emplo
Paid Chk# 015615	CAROL PETERSEN	11/7/2013	\$135.00	Election judge
Paid Chk# 015616	CAROLINE CLAUSEN	11/7/2013	\$135.00	Election judge
Paid Chk# 015617	CENTURY LINK	11/7/2013	\$279.64	Phone service
Paid Chk# 015618	COMCAST	11/7/2013	\$316.04	
Paid Chk# 015619	EVERETT ACKER	11/7/2013	\$135.00	Election judge
Paid Chk# 015620	GERALD EHLERS	11/7/2013	\$135.00	Election judge
Paid Chk# 015621	JANICE KOBE	11/7/2013	\$135.00	Election judge
Paid Chk# 015622	PENNY DUFF	11/7/2013	\$150.00	Election judge
Paid Chk# 015623	RENEE HELM	11/7/2013	\$71.36	Mileage Reimbursement
Paid Chk# 015624	SW/WC SERVICES COOPERATIVES	11/7/2013	\$17,567.00	
Paid Chk# 015625	TENNIS SANITATION LLC	11/7/2013	\$99.05	Garbage service
Paid Chk# 015626	XCEL ENERGY	11/7/2013	\$8.08	Electric
Paid Chk# 015627	Holstad & Knaak, PLC	11/7/2013	\$4,600.75	Legal fees

Paid Chk# 015632	ATOMIC-COLO, LLC	11/14/2013	\$2,532.25 Computer IT monthly fee
Paid Chk# 015633	G & K SERVICES	11/14/2013	\$219.96 Uniform cleaning
Paid Chk# 015634	ING LIFE INSURANCE & ANNUITY	11/14/2013	\$1,523.00
Paid Chk# 015635	JEFF LUEDKE	11/14/2013	\$256.61 Safety glasses 1/2 paid by cit
Paid Chk# 015636	JOHN NESKA	11/14/2013	\$56.10 Safety glasses lense replace 1
Paid Chk# 015637	Holstad & Knaak, PLC	11/14/2013	\$3,401.75 Reimburse on law suit and pay
Paid Chk# 015638	PERA	11/14/2013	\$8,153.56
Paid Chk# 015639	SELECTACCOUNT	11/14/2013	\$34.77 HAS participation fee
Paid Chk# 015640	SELECTACCOUNT	11/14/2013	\$773.67
Paid Chk# 015641	VERIZON	11/14/2013	\$148.08 Police air cards
Paid Chk# 015642	XCEL ENERGY	11/14/2013	\$10,082.93 Electricity and gas
Paid Chk# 015643	ADVANCED SPORTSWEAR	11/21/2013	\$41.68 Uniform logo & names
Paid Chk# 015644	AGGREGATE INDUSTRIES MIDWEST	11/21/2013	\$3,659.97 Gravel Century
	Staff		\$30,897.31
			\$483,848.75

Cardmember Services

November

Hanson	Cub Foods	Food for Retirement party	\$121.56	yes	
Neska	Minnesota Erosion	Seminar fee	\$90.00	yes	
	Sherwin Williams	Paint	\$47.33	yes	
	Pollution Control	Conference fee		no	\$300
	Viking Industrial	Safety wear	\$240.46	yes	
	Viking Industrial	Hard hats, liners, etc.	\$177.65	yes	
Mailand	Office Max	Reimbursed	\$81.39		
	Sports Authority	Canopy and chairs	\$274.03	yes	
	Menards	Reimbursed	\$26.75		
	Wal-Mart	Smoke alarm & extinguisher	\$68.46	yes	
	Walgreens	Reimbursed	\$21.45		
	St. Croix Parcel	Postage and boxing	\$125.95	yes	
Montgomery	Uniforms Unlimited	Boots	\$198.50	yes	
	Public Agency Training	Course	\$295.00	yes	
	Dell Sales & Service	External hard drive	\$69.62	yes	
	B&H Photo Video	Digital recorders	\$308.90	yes	Returned
	AED Superstore	AED supplies	\$544.00	yes	
	Grainger	Gun cleaning supplies	\$77.39	yes	
Helm	Discount Rubber Stamp	Library stamp	\$25.29	yes	
	Costco Photo	Copy of mayoral photos	\$13.61	yes	
	Kohls	Frames for mayor photos	\$68.47	yes	
	Target	Office supplies	\$67.20	yes	
	Target	Office supplies	\$42.79	yes	
Hill	MGFOA	Event Registration	\$15.00	yes	



City of Newport, MN

Financial Status Report

Period ended October 31, 2013

(Un-Audited)

Prepared by:
Administration Department



Table of Contents

Section 1 – Cash & Investment Report

Section 2 – Budget Control Summary

Section 3 – Cash Balances

Section 4 – Revenue Summary

Section 5 – Expenditure Summary

Section 6 – Balance Sheets

Section 1 – Cash & Investment

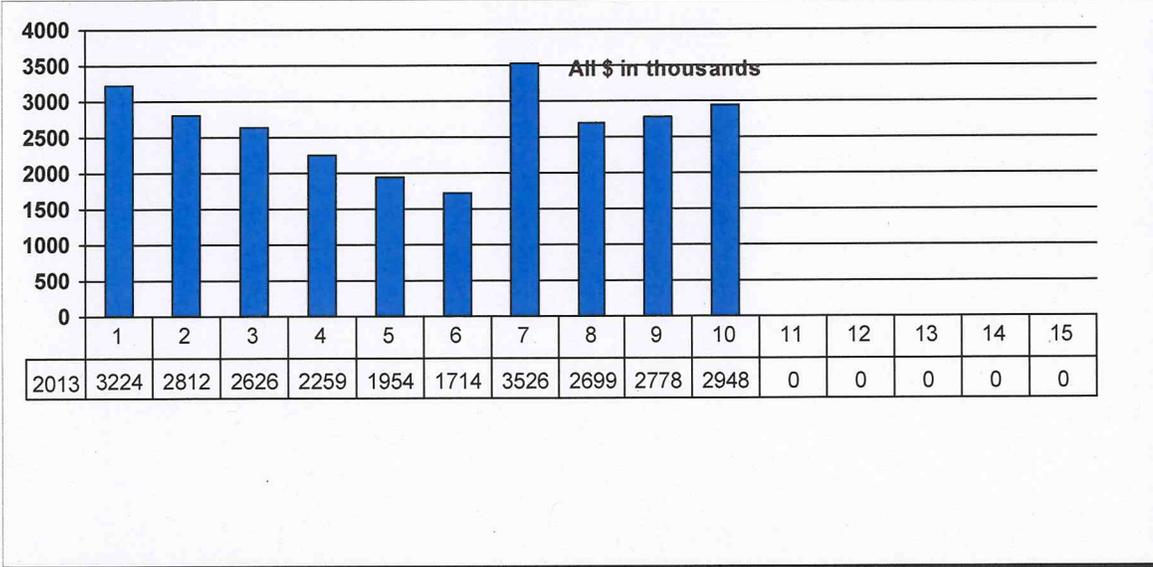
Purpose:

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



CITY OF NEWPORT
***Check Reconciliation©**

Central Bank
10100 CASH
October 2013



Account Summary

Beginning Balance on	10/1/2013	\$2,722,447.21	Cleared	\$2,962,777.77
+ Receipts/Deposits		\$1,562,334.83	Statement	\$2,962,777.77
- Payments (Checks and Withdrawals)		\$1,322,004.27	Difference	\$0.00
Ending Balance as of	10/30/2013	\$2,962,777.77		

Check Book Balance

Active	G 101-10100	GENERAL FUND	-\$98,324.38
Active	G 201-10100	PARKS SPECIAL FUND	\$12,379.28
Active	G 204-10100	HERITAGE PRESERVATIO	\$8,415.92
Active	G 205-10100	RECYCLING	\$24,953.76
Active	G 206-10100	FIRE ENGINE	\$0.00
Active	G 208-10100	BUY FORFEITURE	\$1,303.98
Active	G 225-10100	PIONEER DAY	\$19,706.89
Active	G 270-10100	EDA	\$628,914.17
Active	G 301-10100	G.O. CAPITAL IMP. PLAN 2	-\$118,822.59
Active	G 305-10100	2013 Street Assessments	\$4,116.22
Active	G 307-10100	GO TIF 1994B	\$0.00
Active	G 308-10100	CERIFICATES OF INDEBT	\$0.00
Active	G 313-10100	GO IMP BOND 2000B	\$0.00
Active	G 315-10100	\$690,000 BOND 2002A	-\$56,022.41
Active	G 316-10100	PFA/TRLF REVENUE NOT	\$250,974.65
Active	G 321-10100	EQUIP CERTIFICATE 2006	\$0.00
Active	G 322-10100	GO BONDS OF 2011A	-\$42,096.41
Active	G 401-10100	EQUIPMENT REVOLVING	\$100,935.83
Active	G 402-10100	TAX INC DIST 1	\$4.77

Active	G 405-10100	T.H. HWY 61	\$233,962.85
Active	G 409-10100	STREET RECONSTRUCTI	\$653,663.54
Active	G 411-10100	BUILDING FUND	\$40,006.42
Active	G 416-10100	4TH AVENUE RAVINE	\$12,755.99
Active	G 417-10100	NORTH RAVINE	\$548.36
Active	G 422-10100	2011A UTILITY CAPITAL	\$0.00
Active	G 423-10100	2011A EQUIPMENT CAPIT	\$102.91
Active	G 601-10100	WATER FUND	\$512,286.06
Active	G 602-10100	SEWER FUND	\$714,945.24
Active	G 603-10100	STREET LIGHT FUND	\$14,734.20
Active	G 604-10100	STORM WATER FUND	\$28,529.88
		Cash Balance	\$2,947,975.13

Beginng Balance	\$2,722,447.21	
+ Total Deposits	\$1,566,181.90	
- Checks Written	\$1,340,653.98	
		\$2,947,975.13
Check Book Balance		\$2,947,975.13
Difference		\$0.00

City of Newport
INVESTMENTS
Oct-13

<u>TYPE</u>	<u>BOUGHT DATE</u>	<u>MATURITY DATE</u>	<u># OF DAYS</u>	<u>COST</u>	<u>RATE</u>	<u>GASB #40 Value</u>
SB (Morgan)						
BK China NY CD	10/21/2013	4/30/2014	192	120,000	0.30%	119,856.00
BK China NY CD	10/21/2013	10/30/2014	374	120,000	0.40%	119,661.60
BMW CD	6/28/2013	6/29/2015	728	120,000	0.75%	119,503.20
AMEX Cent.	7/5/2013	7/5/2016	1,092	120,000	1.10%	119,236.80
BMW CD	6/28/2013	6/28/2017	1,456	125,000	1.30%	123,356.25
AMEX Cent.	7/5/2013	7/5/2018	1,820	125,000	1.70%	121,532.50
Accrued Interest	all CDs above					1,990.41
Fed Farm Cr Bk	7/17/2013	7/17/2020	2,548	125,000	2.87%	126,906.38
Cash, Deposits						540.43
409-2013 Street Project						
Fifththird Bank CD	10/21/2013	4/30/2014	192	245,000	0.35%	244,767.25
BK of India NY CD	10/21/2013	4/23/2014	185	245,000	0.40%	244,840.75
sub total						1,342,191.57
NORTHLAND						
MNY MKT	Govmt security money market class B					17,224.17
GO BOND	10/6/2010	3/1/2015	365	240,000.00	1.85%	243,156.00
GO BOND	10/6/2010	3/1/2015	365	100,000.00	1.75%	101,469.00
Accrued Interest						936.14
subtotal						362,785.31
Sub-total Investments GASB 40						1,704,976.88
Central Bank						
305-2013 Street Assessment						
Central Bank	10/17/2013	1/17/2015	547	60,000.00	0.40%	60,000.00
Central Bank	10/17/2013	4/17/2014	183	25,000.00	0.25%	25,000.00
Checking						2,962,777.77
Total Cash, Investments and CD's						4,667,754.65

Section 2 – Budget Control Summary

Purpose:

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



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Varianc	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
FUND 101 GENERAL FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$3,051,576.00	\$1,943,022.83	\$1,108,553.17	36.33%	\$0.00	\$3,051,576.00	-\$3,051,576.00	0.47	0.12
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	\$645.64	-\$645.64	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$3,051,576.00	\$1,943,668.47	\$1,107,907.53	36.31%	\$0.00	\$3,051,576.00	-\$3,051,576.00	0.45	0.12
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$426,858.23	-\$426,858.23	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 41000 Administration (GENERAL)	\$273,008.00	\$206,666.12	\$66,341.88	24.30%	\$0.00	\$273,008.00	-\$273,008.00	0.55	-0.21
DEPT 41110 Mayor and Council	\$24,090.00	\$17,904.30	\$6,185.70	25.68%	\$0.00	\$24,090.00	-\$24,090.00	0.33	-0.31
DEPT 41410 Elections	\$1,600.00	\$470.00	\$1,130.00	70.63%	\$0.00	\$1,600.00	-\$1,600.00	0.19	-0.41
DEPT 41600 Professional Services	\$291,146.00	\$263,364.73	\$27,781.27	9.54%	\$0.00	\$291,146.00	-\$291,146.00	0.80	0.00
DEPT 41910 Planning and Zoning	\$48,073.00	\$53,037.61	-\$4,964.61	-10.33%	\$0.00	\$48,073.00	-\$48,073.00	0.61	0.05
DEPT 41940 City Hall Bldg	\$18,795.00	\$9,027.82	\$9,767.18	51.97%	\$0.00	\$18,795.00	-\$18,795.00	0.40	-0.60
DEPT 42000 Police Department(GENERAL)	\$807,733.00	\$676,446.02	\$131,286.98	16.25%	\$0.00	\$807,733.00	-\$807,733.00	0.60	-0.19
DEPT 42100 Civil Defense	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 42260 Fire Protection	\$191,011.00	\$153,865.30	\$37,145.70	19.45%	\$0.00	\$191,011.00	-\$191,011.00	0.45	-0.28
DEPT 42280 Fire Stations No. 1	\$17,222.00	\$13,124.09	\$4,097.91	23.79%	\$0.00	\$17,222.00	-\$17,222.00	0.47	-0.53
DEPT 42290 Fire Station No. 2	\$2,772.00	\$2,044.32	\$727.68	26.25%	\$0.00	\$2,772.00	-\$2,772.00	0.25	-0.25
DEPT 43000 PW Street (GENERAL)	\$384,988.00	\$343,225.19	\$41,762.81	10.85%	\$0.00	\$384,988.00	-\$384,988.00	0.50	-0.06
DEPT 43100 Public Works Garage	\$15,750.00	\$18,050.43	-\$2,300.43	-14.61%	\$0.00	\$15,750.00	-\$15,750.00	2.00	1.00
DEPT 43160 Street Lighting	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 43260 Composting	\$5,000.00	\$4,958.56	\$41.44	0.83%	\$0.00	\$5,000.00	-\$5,000.00	0.10	-0.13
DEPT 45000 Parks (GENERAL)	\$361,308.00	\$326,872.33	\$34,435.67	9.53%	\$0.00	\$361,308.00	-\$361,308.00	0.72	0.02
DEPT 45100 Recreation (GENERAL)	\$3,000.00	\$3,074.72	-\$74.72	-2.49%	\$0.00	\$3,000.00	-\$3,000.00	0.19	-0.03
DEPT 45206 Parks Bldgs. & Warming Houses	\$5,500.00	\$4,359.61	\$1,140.39	20.73%	\$0.00	\$5,500.00	-\$5,500.00	0.16	-0.13
DEPT 45501 Library Bldg	\$23,570.00	\$18,685.26	\$4,884.74	20.72%	\$0.00	\$23,570.00	-\$23,570.00	0.52	-0.04
DEPT 45550 Heritage Pres. Committee	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49470 Street Lights	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49754 Railroad Tower	\$1,120.00	\$526.73	\$593.27	52.97%	\$0.00	\$1,120.00	-\$1,120.00	0.25	-0.50
DEPT 49985 Special Contributions	\$5,000.00	\$1,621.00	\$3,379.00	67.58%	\$0.00	\$5,000.00	-\$5,000.00	0.32	-0.68
DEPT 49995 Miscellaneous Contingency	\$10,000.00	\$4,000.00	\$6,000.00	60.00%	\$0.00	\$10,000.00	-\$10,000.00	0.20	-0.30
Total Expenditure Accounts	\$2,490,686.00	\$2,548,182.37	\$57,496.37	-2.31%	\$0.00	\$2,490,686.00	-\$2,490,686.00	0.50	-0.13
Total FUND 101 GENERAL FUND	\$560,890.00	-\$604,513.90	\$1,165,403.90	207.78%	\$0.00	\$560,890.00	-\$560,890.00		



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$4,252.05	-\$4,252.05	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$4,252.05	\$4,252.05	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 205 RECYCLING	\$0.00	\$461.37	-\$461.37	0.00%	\$0.00	\$0.00	\$0.00		
FUND 206 FIRE ENGINE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	-\$0.14	\$0.14	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	-\$0.14	\$0.14	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 206 FIRE ENGINE	\$0.00	-\$0.14	\$0.14	0.00%	\$0.00	\$0.00	\$0.00		
FUND 208 BUY FORFEITURE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.96	-\$0.96	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.96	-\$0.96	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
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	\$0.96	-\$0.96	0.00%	\$0.00	\$0.00	\$0.00		
FUND 225 PIONEER DAY									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$6,013.59	-\$6,013.59	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$6,013.59	-\$6,013.59	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$4,610.83	-\$4,610.83	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$4,610.83	\$4,610.83	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 225 PIONEER DAY	\$0.00	\$1,402.76	-\$1,402.76	0.00%	\$0.00	\$0.00	\$0.00		



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.30	-\$0.30	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.30	-\$0.30	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	\$0.30	-\$0.30	0.00%	\$0.00	\$0.00	\$0.00		
FUND 308 CERIFICATES OF INDEBTEDNESS									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	-\$0.53	\$0.53	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	-\$0.53	\$0.53	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	-\$0.53	\$0.53	0.00%	\$0.00	\$0.00	\$0.00		
FUND 313 GO IMP BOND 2000B									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 313 GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 315 \$690,000 BOND 2002A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$35,842.28	-\$35,842.28	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Revenue Accounts	\$0.00	\$35,842.28	-\$35,842.28	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$91,865.00	-\$91,865.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$91,865.00	\$91,865.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 315 \$690,000 BOND 2002A	\$0.00	-\$56,022.72	\$56,022.72	0.00%	\$0.00	\$0.00	\$0.00		
FUND 316 PFA/TRLF REVENUE NOTE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$75,997.32	-\$75,997.32	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$75,997.32	-\$75,997.32	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$124,705.70	-\$124,705.70	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$124,705.70	\$124,705.70	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 316 PFA/TRLF REVENUE NOTE	\$0.00	-\$48,708.38	\$48,708.38	0.00%	\$0.00	\$0.00	\$0.00		
FUND 321 EQUIP CERTIFICATE 2006A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 321 EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 322 GO BONDS OF 2011A									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$14.40	-\$14.40	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Revenue Accounts	\$0.00	\$14.40	-\$14.40	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$112,655.00	-\$112,655.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$112,655.00	\$112,655.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 322 GO BONDS OF 2011A	\$0.00	-\$112,640.60	\$112,640.60	0.00%	\$0.00	\$0.00	\$0.00		
FUND 401 EQUIPMENT REVOLVING									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$75,141.82	-\$75,141.82	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$75,141.82	-\$75,141.82	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$183,863.84	-\$183,863.84	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$183,863.84	\$183,863.84	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 401 EQUIPMENT REVOLVING	\$0.00	-\$108,722.02	\$108,722.02	0.00%	\$0.00	\$0.00	\$0.00		
FUND 402 TAX INC DIST 1									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49995 Miscellaneous Contingency	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 402 TAX INC DIST 1	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00		
FUND 405 T.H. HWY 61									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$171.91	-\$171.91	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Revenue Accounts	\$0.00	\$171.91	-\$171.91	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$8,005.22	-\$8,005.22	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$8,005.22	\$8,005.22	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 405 T.H. HWY 61	\$0.00	-\$7,833.31	\$7,833.31	0.00%	\$0.00	\$0.00	\$0.00		
FUND 409 STREET RECONSTRUCTION									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$1,351,151.41	\$1,351,151.41	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$1,351,151.41	\$1,351,151.41	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$248,425.65	-\$248,425.65	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$248,425.65	\$248,425.65	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 409 STREET RECONSTRUCTION	\$0.00	\$1,102,725.76	\$1,102,725.76	0.00%	\$0.00	\$0.00	\$0.00		
FUND 411 BUILDING FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$40,006.42	-\$40,006.42	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$40,006.42	-\$40,006.42	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 411 BUILDING FUND	\$0.00	\$40,006.42	-\$40,006.42	0.00%	\$0.00	\$0.00	\$0.00		
FUND 416 4TH AVENUE RAVINE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$9.23	-\$9.23	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT
***Budget Control Summary**

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Total Revenue Accounts	\$0.00	\$9.23	-\$9.23	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	\$9.23	-\$9.23	0.00%	\$0.00	\$0.00	\$0.00		
FUND 417 NORTH RAVINE									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$5,370.23	-\$5,370.23	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$5,370.23	-\$5,370.23	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$10,329.76	-\$10,329.76	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Expenditure Accounts	\$0.00	\$10,329.76	\$10,329.76	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total FUND 417 NORTH RAVINE	\$0.00	-\$4,959.53	\$4,959.53	0.00%	\$0.00	\$0.00	\$0.00		
FUND 422 2011A UTILITY CAPITAL									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.44	-\$0.44	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
Total Revenue Accounts	\$0.00	\$0.44	-\$0.44	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	\$0.44	-\$0.44	0.00%	\$0.00	\$0.00	\$0.00		
FUND 423 2011A EQUIPMENT CAPITAL									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$252.53	-\$252.53	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00



CITY OF NEWPORT

*Budget Control Summary

Current Period: October 2013

Account Descr	2013 Cumulative Budget	2013 Cumulative Actuals	2013 Cumulative Variance	2013 % Variance	2013 Adopted Budget	2013 Forecast	Variance at Completion	2013 YTD Perf	2013 Est to Complete
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$6.06	-\$6.06	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 43160 Street Lighting	\$48,460.00	\$46,929.41	\$1,530.59	3.16%	\$0.00	\$48,460.00	-\$48,460.00	0.24	-0.01
Total Revenue Accounts	\$48,460.00	\$46,935.47	\$1,524.53	3.15%	\$0.00	\$48,460.00	-\$48,460.00	0.14	-0.01
Expenditure Accounts									
DEPT 43160 Street Lighting	\$0.00	\$244.54	-\$244.54	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49470 Street Lights	\$44,087.00	\$43,320.86	\$766.14	1.74%	\$0.00	\$44,087.00	-\$44,087.00	0.46	-0.04
Total Expenditure Accounts	\$44,087.00	\$43,565.40	-\$521.60	1.18%	\$0.00	\$44,087.00	-\$44,087.00	0.31	-0.03
Total FUND 603 STREET LIGHT FUND	\$4,373.00	\$3,370.07	\$1,002.93	22.93%	\$0.00	\$4,373.00	-\$4,373.00		
FUND 604 STORM WATER FUND									
Revenue Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$9.50	-\$9.50	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49460 Storm Water	\$30,000.00	\$20,397.86	\$9,602.14	32.01%	\$0.00	\$30,000.00	-\$30,000.00	0.17	-0.08
Total Revenue Accounts	\$30,000.00	\$20,407.36	\$9,592.64	31.98%	\$0.00	\$30,000.00	-\$30,000.00	0.11	-0.06
Expenditure Accounts									
DEPT 00000 ALL DEPARTMENTS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00	0.00
DEPT 49460 Storm Water	\$301.00	\$6,929.56	-\$6,628.56	2202.18%	\$0.00	\$301.00	-\$301.00	7.67	7.34
Total Expenditure Accounts	\$301.00	\$6,929.56	\$6,628.56	-2202.18%	\$0.00	\$301.00	-\$301.00	5.76	5.51
Total FUND 604 STORM WATER FUND	\$29,699.00	\$13,477.80	\$16,221.20	54.62%	\$0.00	\$29,699.00	-\$29,699.00		
	\$569,444.00	-\$170,999.01	\$740,443.01	130.03%	\$0.00	\$569,444.00	-\$569,444.00		

FILTER: None

Section 3 – Cash Balances

Purpose:

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



CITY OF NEWPORT
***Cash Balances**

11/06/13 5:39 PM

Page 1

Current Period October 2013

Fund	2013 Begin Balance	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance	
				Rec/Disb	Journal Entry			
10100 Central Bank								
101 GENERAL FUND	\$335,721.29	\$2,353,625.93	\$1,792,507.49	\$0.00	(\$425,450.07)	(\$569,714.04)	(\$98,324.38)	In Bal
201 PARKS SPECIAL F	\$28,334.68	\$392.45	\$73,347.85	\$0.00	\$57,000.00	\$0.00	\$12,379.28	In Bal
204 HERITAGE PRESE	\$2,339.31	\$2.32	\$1,125.71	\$0.00	\$7,200.00	\$0.00	\$8,415.92	In Bal
205 RECYCLING	\$24,492.39	\$4,713.42	\$4,252.05	\$0.00	\$0.00	\$0.00	\$24,953.76	In Bal
206 FIRE ENGINE	\$0.14	\$0.00	\$0.00	\$0.00	(\$0.14)	\$0.00	\$0.00	In Bal
208 BUY FORFEITURE	\$1,303.02	\$0.96	\$0.00	\$0.00	\$0.00	\$0.00	\$1,303.98	In Bal
225 PIONEER DAY	\$18,304.13	\$6,013.59	\$4,610.83	\$0.00	\$0.00	\$0.00	\$19,706.89	In Bal
270 EDA	\$569,896.12	\$124,712.24	\$311,944.26	\$0.00	\$246,250.07	\$0.00	\$628,914.17	In Bal
301 G.O. CAPITAL IMP	\$5,643.58	\$1.33	\$124,467.50	\$0.00	\$0.00	\$0.00	(\$118,822.59)	In Bal
305 2013 Street Assess	\$0.48	\$89,185.72	\$85,069.50	\$0.00	(\$0.48)	\$0.00	\$4,116.22	In Bal
307 GO TIF 1994B	(\$0.30)	\$0.00	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	In Bal
308 CERIFICATES OF I	\$0.53	\$0.00	\$0.00	\$0.00	(\$0.53)	\$0.00	\$0.00	In Bal
313 GO IMP BOND 200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
315 \$690,000 BOND 20	\$0.31	\$35,842.28	\$91,865.00	\$0.00	\$0.00	\$0.00	(\$56,022.41)	In Bal
316 PFA/TRLF REVEN	\$299,683.03	\$75,996.91	\$124,705.70	\$0.00	\$0.41	\$0.00	\$250,974.65	In Bal
321 EQUIP CERTIFICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
322 GO BONDS OF 20	\$70,544.19	\$14.40	\$112,655.00	\$0.00	\$0.00	\$0.00	(\$42,096.41)	In Bal
401 EQUIPMENT REV	\$209,657.85	\$141.82	\$183,863.84	\$0.00	\$75,000.00	\$0.00	\$100,935.83	In Bal
402 TAX INC DIST 1	\$4.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.77	In Bal
405 T.H. HWY 61	\$241,796.16	\$171.91	\$8,005.22	\$0.00	\$0.00	\$0.00	\$233,962.85	In Bal
409 STREET RECONS	\$40,937.78	\$1,351,151.41	\$738,425.65	\$0.00	\$0.00	\$0.00	\$653,663.54	In Bal
411 BUILDING FUND	\$0.00	\$6.42	\$0.00	\$0.00	\$40,000.00	\$0.00	\$40,006.42	In Bal
416 4TH AVENUE RAV	\$12,746.76	\$9.23	\$0.00	\$0.00	\$0.00	\$0.00	\$12,755.99	In Bal
417 NORTH RAVINE	\$5,507.89	\$5,370.23	\$10,329.76	\$0.00	\$0.00	\$0.00	\$548.36	In Bal
422 2011A UTILITY CA	(\$0.44)	\$0.00	\$0.00	\$0.00	\$0.44	\$0.00	\$0.00	In Bal
423 2011A EQUIPMEN	\$494,389.05	\$252.53	\$494,538.67	\$0.00	\$0.00	\$0.00	\$102.91	In Bal
601 WATER FUND	\$469,661.17	\$200,761.19	\$93,289.29	\$0.00	\$0.00	(\$64,847.01)	\$512,286.06	In Bal
602 SEWER FUND	\$666,307.46	\$303,659.12	\$188,992.36	\$0.00	\$0.00	(\$66,028.98)	\$714,945.24	In Bal
603 STREET LIGHT FU	\$11,364.13	\$46,935.47	\$43,565.40	\$0.00	\$0.00	\$0.00	\$14,734.20	In Bal
604 STORM WATER F	\$15,052.08	\$20,407.36	\$6,929.56	\$0.00	\$0.00	\$0.00	\$28,529.88	In Bal
	\$3,523,687.56	\$4,619,368.24	\$4,494,490.64	\$0.00	\$0.00	(\$700,590.03)	\$2,947,975.13	

Section 4 – Revenue Summary

Purpose:

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



CITY OF NEWPORT

*Revenue Summary

FUND	Description	2013 YTD Budget	October 2013 Amt	2013 YTD Amt	YTD Balance	% of YTD Budget
101	GENERAL FUND	\$3,051,576.00	\$49,407.16	\$1,943,668.47	\$1,107,907.53	63.69%
201	PARKS SPECIAL FUND	\$0.00	\$77.15	\$57,392.45	-\$57,392.45	0.00%
202	POLICE FORFEITURE FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
204	HERITAGE PRESERVATION C	\$0.00	\$0.18	\$7,202.32	-\$7,202.32	0.00%
205	RECYCLING	\$0.00	\$1.86	\$4,713.42	-\$4,713.42	0.00%
206	FIRE ENGINE	\$0.00	\$0.00	-\$0.14	\$0.14	0.00%
208	BUY FORFEITURE	\$0.00	\$0.10	\$0.96	-\$0.96	0.00%
225	PIONEER DAY	\$0.00	\$1.39	\$6,013.59	-\$6,013.59	0.00%
270	EDA	\$0.00	\$4,217.14	\$370,962.31	-\$370,962.31	0.00%
301	G.O. CAPITAL IMP. PLAN 2010	\$0.00	\$0.44	\$1.33	-\$1.33	0.00%
305	2013 Street Assessments	\$0.00	\$2,985.50	\$89,185.24	-\$89,185.24	0.00%
307	GO TIF 1994B	\$0.00	\$0.00	\$0.30	-\$0.30	0.00%
308	CERIFICATES OF INDEBTEDN	\$0.00	\$0.00	-\$0.53	\$0.53	0.00%
313	GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	\$690,000 BOND 2002A	\$0.00	\$0.00	\$35,842.28	-\$35,842.28	0.00%
316	PFA/TRLF REVENUE NOTE	\$0.00	\$22.79	\$75,997.32	-\$75,997.32	0.00%
321	EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
322	GO BONDS OF 2011A	\$0.00	\$5.37	\$14.40	-\$14.40	0.00%
401	EQUIPMENT REVOLVING	\$0.00	\$15.95	\$75,141.82	-\$75,141.82	0.00%
402	TAX INC DIST 1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
405	T.H. HWY 61	\$0.00	\$18.39	\$171.91	-\$171.91	0.00%
409	STREET RECONSTRUCTION	\$0.00	\$1,351,135.66	\$1,351,151.41	-\$1,351,151.41	0.00%
411	BUILDING FUND	\$0.00	\$0.00	\$40,006.42	-\$40,006.42	0.00%
416	4TH AVENUE RAVINE	\$0.00	\$0.97	\$9.23	-\$9.23	0.00%
417	NORTH RAVINE	\$0.00	\$183.89	\$5,370.23	-\$5,370.23	0.00%
422	2011A UTILITY CAPITAL	\$0.00	\$0.00	\$0.44	-\$0.44	0.00%
423	2011A EQUIPMENT CAPITAL	\$0.00	\$37.60	\$252.53	-\$252.53	0.00%
601	WATER FUND	\$190,220.00	\$26,064.50	\$200,353.81	-\$10,133.81	105.33%
602	SEWER FUND	\$340,162.00	\$43,566.99	\$303,659.12	\$36,502.88	89.27%
603	STREET LIGHT FUND	\$48,460.00	\$5,564.10	\$46,935.47	\$1,524.53	96.85%
604	STORM WATER FUND	\$30,000.00	\$1,132.62	\$20,407.36	\$9,592.64	68.02%
		\$3,660,418.00	\$1,484,439.75	\$4,634,453.47	-\$974,035.47	126.61%

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.



CITY OF NEWPORT

*Expenditure Summary

FUND	Description	2013 YTD Budget	October 2013 Amt	2013 YTD Amt	Enc Current	YTD Balance	% YTD Budget
101	GENERAL FUND	\$2,490,686.00	\$342,210.96	\$2,548,182.37	\$0.00	-\$57,496.37	102.31%
201	PARKS SPECIAL FUND	\$0.00	\$1,505.65	\$73,347.85	\$0.00	-\$73,347.85	0.00%
204	HERITAGE PRESERVATION C	\$0.00	\$0.00	\$1,125.71	\$0.00	-\$1,125.71	0.00%
205	RECYCLING	\$0.00	\$0.00	\$4,252.05	\$0.00	-\$4,252.05	0.00%
208	BUY FORFEITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
225	PIONEER DAY	\$0.00	\$184.89	\$4,610.83	\$0.00	-\$4,610.83	0.00%
270	EDA	\$0.00	\$4,135.80	\$311,944.26	\$0.00	-\$311,944.26	0.00%
301	G.O. CAPITAL IMP. PLAN 2010	\$0.00	\$0.00	\$124,467.50	\$0.00	-\$124,467.50	0.00%
305	2013 Street Assessments	\$0.00	\$69.50	\$69.50	\$0.00	-\$69.50	0.00%
307	GO TIF 1994B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
308	CERIFICATES OF INDEBTEDN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
313	GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	\$690,000 BOND 2002A	\$0.00	\$0.00	\$91,865.00	\$0.00	-\$91,865.00	0.00%
316	PFA/TRLF REVENUE NOTE	\$0.00	\$0.00	\$124,705.70	\$0.00	-\$124,705.70	0.00%
321	EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
322	GO BONDS OF 2011A	\$0.00	\$0.00	\$112,655.00	\$0.00	-\$112,655.00	0.00%
401	EQUIPMENT REVOLVING	\$0.00	\$4,800.00	\$183,863.84	\$0.00	-\$183,863.84	0.00%
402	TAX INC DIST 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
405	T.H. HWY 61	\$0.00	\$0.00	\$8,005.22	\$0.00	-\$8,005.22	0.00%
409	STREET RECONSTRUCTION	\$0.00	\$124,607.19	\$248,425.65	\$0.00	-\$248,425.65	0.00%
411	BUILDING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
416	4TH AVENUE RAVINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
417	NORTH RAVINE	\$0.00	\$1,155.00	\$10,329.76	\$0.00	-\$10,329.76	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	\$494,538.67	\$0.00	-\$494,538.67	0.00%
601	WATER FUND	\$245,129.00	\$15,960.43	\$157,547.27	\$0.00	\$87,581.73	64.27%
602	SEWER FUND	\$310,771.00	\$26,194.95	\$255,021.34	\$0.00	\$55,749.66	82.06%
603	STREET LIGHT FUND	\$44,087.00	\$3,996.49	\$43,565.40	\$0.00	\$521.60	98.82%
604	STORM WATER FUND	\$301.00	\$0.00	\$6,929.56	\$0.00	-\$6,628.56	2302.18%
		\$3,090,974.00	\$524,820.86	\$4,805,452.48	\$0.00	-\$1,714,478.48	155.47%

FILTER: None

Section 6 – Balance Sheets

Purpose:

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

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



CITY OF NEWPORT

GL Yearly

11/06/13 5:40 PM

Page 1

Current Period: October 2013

FUND 101 GENERAL FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 101-10100 Cash	\$335,721.29	\$79,970.04	\$588,448.49	\$2,472,291.61	\$2,906,337.28	(\$98,324.38)
G 101-10200 Petty Cash	\$74.73	\$0.00	\$0.00	\$0.00	\$0.00	\$74.73
G 101-10300 Bond Street Account	\$62,239.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,239.00
G 101-10400 Investments	(\$0.44)	\$220,000.00	\$0.00	\$220,000.00	\$377,399.04	(\$157,399.48)
G 101-10401 Northland Securities	\$355,794.26	\$0.00	\$0.00	\$0.00	\$0.00	\$355,794.26
G 101-10402 CDARS/Central Bank	\$312,321.07	\$0.00	\$0.00	\$0.00	\$0.00	\$312,321.07
G 101-10406 Smith Barney	\$101,930.27	\$0.00	\$0.00	\$0.00	\$0.00	\$101,930.27
G 101-10410 Smith Barney MM	\$533,506.17	\$0.00	\$0.00	\$0.00	\$0.00	\$533,506.17
G 101-10450 Interest Receivable	\$4,480.04	\$0.00	\$0.00	\$0.00	\$0.00	\$4,480.04
G 101-10500 Taxes Receivable-Current	\$26,552.41	\$0.00	\$0.00	\$0.00	\$0.00	\$26,552.41
G 101-10700 Taxes Receivable-Delinquent	\$84,605.12	\$0.00	\$0.00	\$0.00	\$0.00	\$84,605.12
G 101-13100 Due From Other Funds	(\$1.25)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1.25)
G 101-13200 Due From Other Government	\$4,565.76	\$0.00	\$0.00	\$0.00	\$0.00	\$4,565.76
G 101-15500 Prepaid Items	\$32,123.42	\$0.00	\$0.00	\$0.00	\$0.00	\$32,123.42
Total Asset	\$1,853,911.85	\$299,970.04	\$588,448.49	\$2,692,291.61	\$3,283,736.32	\$1,262,467.14
Liability						
G 101-20200 Accounts Payable	(\$58,188.25)	\$0.00	\$0.00	\$0.00	\$0.00	(\$58,188.25)
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	(\$15,202.21)	\$0.00	\$0.00	\$0.00	\$0.00	(\$15,202.21)
G 101-21701 Federal W/H Payable	(\$2,420.70)	\$14,214.04	\$14,214.04	\$105,705.74	\$105,705.74	(\$2,420.70)
G 101-21702 State Withholding Payable	\$11,537.44	\$6,041.43	\$6,041.43	\$44,036.30	\$44,036.30	\$11,537.44
G 101-21703 FICA Tax Withholding	(\$1,969.48)	\$10,834.37	\$10,834.37	\$79,435.38	\$79,435.38	(\$1,969.48)
G 101-21704 PERA	(\$4,436.99)	\$24,362.11	\$24,362.12	\$172,558.54	\$172,558.55	(\$4,437.00)
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	\$616.29	\$616.29	\$0.40
G 101-21707 Union Dues	\$1,486.18	\$270.00	\$450.07	\$3,025.00	\$4,411.65	\$99.53
G 101-21708 United Way	(\$0.45)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.45)
G 101-21709 Medicare	(\$764.48)	\$4,253.02	\$4,253.02	\$30,560.10	\$30,560.10	(\$764.48)
G 101-21710 Other Deductions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 101-21711 NPERS - Life	(\$43.91)	\$141.43	\$80.00	\$861.43	\$800.00	\$17.52
G 101-21712 HSA Employee	(\$323.78)	\$2,271.01	\$6,521.01	\$12,977.02	\$17,794.02	(\$5,140.78)
G 101-21713 Dental Family	(\$1,657.97)	\$290.24	\$292.19	\$3,000.29	\$2,711.69	(\$1,369.37)
G 101-21714 LTD Employee	\$1,215.19	\$389.35	\$487.65	\$4,670.97	\$4,753.53	\$1,132.63
G 101-21715 MSRS Employee	(\$2,739.75)	\$1,269.26	\$1,269.26	\$9,077.28	\$9,077.28	(\$2,739.75)
G 101-21716 Health Insurance	(\$2,085.06)	\$602.00	\$833.70	\$5,590.90	\$5,604.40	(\$2,098.56)
G 101-21717 MNBA Life Ins.	(\$140.98)	\$0.00	\$61.44	\$552.87	\$614.40	(\$202.51)
G 101-21719 ING Employee	\$951.42	\$4,569.00	\$4,569.00	\$32,314.80	\$32,314.80	\$951.42
G 101-21721 Child Support	(\$228.57)	\$0.00	\$0.00	\$5,680.00	\$5,680.00	(\$228.57)
G 101-21722 Cobra Payment	(\$16.50)	\$1,075.00	\$2,585.47	\$10,039.00	\$11,101.47	(\$1,078.97)
G 101-21723 Insurance Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$2,721.00	(\$2,721.00)
G 101-22100 Escrow	(\$5,500.00)	\$3,547.16	\$1,600.00	\$6,325.50	\$9,600.00	(\$8,774.50)
G 101-22200 Deferred Revenues	(\$84,605.13)	\$0.00	\$0.00	\$0.00	\$0.00	(\$84,605.13)
Total Liability	(\$165,133.58)	\$74,129.42	\$78,454.77	\$527,027.41	\$540,096.60	(\$178,202.77)
Equity						
G 101-25300 Unreserved Fund Balance	(\$1,688,778.27)	\$371,618.23	\$78,814.43	\$2,730,664.55	\$2,126,150.65	(\$1,084,264.37)
Total Equity	(\$1,688,778.27)	\$371,618.23	\$78,814.43	\$2,730,664.55	\$2,126,150.65	(\$1,084,264.37)
Total 101 GENERAL FUND	\$0.00	\$745,717.69	\$745,717.69	\$5,949,983.57	\$5,949,983.57	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 201 PARKS SPECIAL FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 201-10100 Cash	\$28,334.68	\$77.15	\$1,505.65	\$57,392.45	\$73,347.85	\$12,379.28
Total Asset	\$28,334.68	\$77.15	\$1,505.65	\$57,392.45	\$73,347.85	\$12,379.28
Equity						
G 201-25300 Unreserved Fund Balance	(\$28,334.68)	\$1,505.65	\$77.15	\$73,347.85	\$57,392.45	(\$12,379.28)
Total Equity	(\$28,334.68)	\$1,505.65	\$77.15	\$73,347.85	\$57,392.45	(\$12,379.28)
Total 201 PARKS SPECIAL FUND	\$0.00	\$1,582.80	\$1,582.80	\$130,740.30	\$130,740.30	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 204 HERITAGE PRESERVATION COMM		October 2013					
		Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset							
G 204-10100 Cash		\$2,339.31	\$0.18	\$0.00	\$7,272.32	\$1,195.71	\$8,415.92
	Total Asset	\$2,339.31	\$0.18	\$0.00	\$7,272.32	\$1,195.71	\$8,415.92
Equity							
G 204-25300 Unreserved Fund Balance		(\$2,339.31)	\$0.00	\$0.18	\$1,195.71	\$7,272.32	(\$8,415.92)
	Total Equity	(\$2,339.31)	\$0.00	\$0.18	\$1,195.71	\$7,272.32	(\$8,415.92)
Total 204 HERITAGE PRESERVATION COMM		\$0.00	\$0.18	\$0.18	\$8,468.03	\$8,468.03	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 205 RECYCLING

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 205-10100 Cash	\$24,492.39	\$1.86	\$0.00	\$4,713.42	\$4,252.05	\$24,953.76
Total Asset	\$24,492.39	\$1.86	\$0.00	\$4,713.42	\$4,252.05	\$24,953.76
Equity						
G 205-25300 Unreserved Fund Balance	(\$24,492.39)	\$0.00	\$1.86	\$4,252.05	\$4,713.42	(\$24,953.76)
Total Equity	(\$24,492.39)	\$0.00	\$1.86	\$4,252.05	\$4,713.42	(\$24,953.76)
Total 205 RECYCLING	\$0.00	\$1.86	\$1.86	\$8,965.47	\$8,965.47	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 206 FIRE ENGINE

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 206-10100 Cash	\$0.14	\$0.00	\$0.00	\$0.14	\$0.28	\$0.00
Total Asset	\$0.14	\$0.00	\$0.00	\$0.14	\$0.28	\$0.00
Equity						
G 206-25300 Unreserved Fund Balance	(\$0.14)	\$0.00	\$0.00	\$0.28	\$0.14	\$0.00
Total Equity	(\$0.14)	\$0.00	\$0.00	\$0.28	\$0.14	\$0.00
Total 206 FIRE ENGINE	\$0.00	\$0.00	\$0.00	\$0.42	\$0.42	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 208 BUY FORFEITURE

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 208-10100 Cash	\$1,303.02	\$0.10	\$0.00	\$0.96	\$0.00	\$1,303.98
Total Asset	\$1,303.02	\$0.10	\$0.00	\$0.96	\$0.00	\$1,303.98
Equity						
G 208-25300 Unreserved Fund Balance	(\$1,303.02)	\$0.00	\$0.10	\$0.00	\$0.96	(\$1,303.98)
Total Equity	(\$1,303.02)	\$0.00	\$0.10	\$0.00	\$0.96	(\$1,303.98)
Total 208 BUY FORFEITURE	\$0.00	\$0.10	\$0.10	\$0.96	\$0.96	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 225 PIONEER DAY

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 225-10100 Cash	\$18,304.13	\$1.39	\$184.89	\$6,207.48	\$4,804.72	\$19,706.89
Total Asset	\$18,304.13	\$1.39	\$184.89	\$6,207.48	\$4,804.72	\$19,706.89
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	(\$18,304.16)	\$184.89	\$1.39	\$4,804.72	\$6,207.48	(\$19,706.92)
Total Equity	(\$18,304.16)	\$184.89	\$1.39	\$4,804.72	\$6,207.48	(\$19,706.92)
Total 225 PIONEER DAY	\$0.00	\$186.28	\$186.28	\$11,012.20	\$11,012.20	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 270 EDA

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 270-10100 Cash	\$569,896.12	\$4,217.14	\$4,135.80	\$376,981.35	\$317,963.30	\$628,914.17
G 270-10500 Taxes Receivable-Current	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$569,896.12	\$4,217.14	\$4,135.80	\$376,981.35	\$317,963.30	\$628,914.17
Liability						
G 270-20200 Accounts Payable	(\$7,192.93)	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,192.93)
Total Liability	(\$7,192.93)	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,192.93)
Equity						
G 270-25300 Unreserved Fund Balance	(\$562,703.19)	\$4,135.80	\$4,217.14	\$317,963.30	\$376,981.35	(\$621,721.24)
Total Equity	(\$562,703.19)	\$4,135.80	\$4,217.14	\$317,963.30	\$376,981.35	(\$621,721.24)
Total 270 EDA	\$0.00	\$8,352.94	\$8,352.94	\$694,944.65	\$694,944.65	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 301 G.O. CAPITAL IMP. PLAN 2010A

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 301-10100 Cash	\$5,643.58	\$0.44	\$0.00	\$1.33	\$124,467.50	(\$118,822.59)
G 301-10500 Taxes Receivable-Current	\$1,589.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,589.00
Total Asset	\$7,232.58	\$0.44	\$0.00	\$1.33	\$124,467.50	(\$117,233.59)
Equity						
G 301-25300 Unreserved Fund Balance	(\$7,232.58)	\$0.00	\$0.44	\$124,467.50	\$1.33	\$117,233.59
Total Equity	(\$7,232.58)	\$0.00	\$0.44	\$124,467.50	\$1.33	\$117,233.59
Total 301 G.O. CAPITAL IMP. PLAN 2010A	\$0.00	\$0.44	\$0.44	\$124,468.83	\$124,468.83	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 305 2013 Street Assessments

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 305-10100 Cash	\$0.48	\$87,985.50	\$170,069.50	\$174,256.56	\$170,140.82	\$4,116.22
G 305-10400 Investments	\$0.00	\$170,000.00	\$85,000.00	\$170,000.00	\$85,000.00	\$85,000.00
Total Asset	\$0.48	\$257,985.50	\$255,069.50	\$344,256.56	\$255,140.82	\$89,116.22
Liability						
G 305-22200 Deferred Revenues	\$0.00	\$0.00	\$0.00	\$0.30	\$0.30	\$0.00
Total Liability	\$0.00	\$0.00	\$0.00	\$0.30	\$0.30	\$0.00
Equity						
G 305-25300 Unreserved Fund Balance	(\$0.48)	\$69.50	\$2,985.50	\$140.52	\$89,256.26	(\$89,116.22)
Total Equity	(\$0.48)	\$69.50	\$2,985.50	\$140.52	\$89,256.26	(\$89,116.22)
Total 305 2013 Street Assessments	\$0.00	\$258,055.00	\$258,055.00	\$344,397.38	\$344,397.38	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 307 GO TIF 1994B

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 307-10100 Cash	(\$0.30)	\$0.00	\$0.00	\$0.60	\$0.30	\$0.00
Total Asset	(\$0.30)	\$0.00	\$0.00	\$0.60	\$0.30	\$0.00
Equity						
G 307-25300 Unreserved Fund Balance	\$0.30	\$0.00	\$0.00	\$0.30	\$0.60	\$0.00
Total Equity	\$0.30	\$0.00	\$0.00	\$0.30	\$0.60	\$0.00
Total 307 GO TIF 1994B	\$0.00	\$0.00	\$0.00	\$0.90	\$0.90	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 308 CERIFICATES OF INDEBTEDNESS	October 2013					
	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 308-10100 Cash	\$0.53	\$0.00	\$0.00	\$1.39	\$1.92	\$0.00
G 308-10500 Taxes Receivable-Current	\$0.03	\$0.00	\$0.00	\$0.03	\$0.03	\$0.03
G 308-10700 Taxes Receivable-Delinquent	\$0.30	\$0.00	\$0.00	\$0.30	\$0.30	\$0.30
Total Asset	\$0.86	\$0.00	\$0.00	\$1.72	\$2.25	\$0.33
Liability						
G 308-22200 Deferred Revenues	(\$0.30)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.30)
Total Liability	(\$0.30)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.30)
Equity						
G 308-25300 Unreserved Fund Balance	(\$0.56)	\$0.00	\$0.00	\$0.53	\$0.00	(\$0.03)
Total Equity	(\$0.56)	\$0.00	\$0.00	\$0.53	\$0.00	(\$0.03)
Total 308 CERIFICATES OF INDEBTEDNESS	\$0.00	\$0.00	\$0.00	\$2.25	\$2.25	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 313 GO IMP BOND 2000B

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 313-10100 Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 313-12200 Special Assess Rec-Delinque	(\$0.07)	\$0.00	\$0.00	\$0.07	\$0.07	(\$0.07)
Total Asset	(\$0.07)	\$0.00	\$0.00	\$0.07	\$0.07	(\$0.07)
Liability						
G 313-22200 Deferred Revenues	\$0.07	\$0.00	\$0.00	\$0.07	\$0.07	\$0.07
Total Liability	\$0.07	\$0.00	\$0.00	\$0.07	\$0.07	\$0.07
Equity						
G 313-25300 Unreserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Equity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total 313 GO IMP BOND 2000B	\$0.00	\$0.00	\$0.00	\$0.14	\$0.14	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 315 \$690,000 BOND 2002A

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 315-10100 Cash	\$0.31	\$0.00	\$0.00	\$35,842.59	\$91,865.31	(\$56,022.41)
Total Asset	\$0.31	\$0.00	\$0.00	\$35,842.59	\$91,865.31	(\$56,022.41)
Equity						
G 315-25300 Unreserved Fund Balance	(\$0.31)	\$0.00	\$0.00	\$91,865.31	\$35,842.59	\$56,022.41
Total Equity	(\$0.31)	\$0.00	\$0.00	\$91,865.31	\$35,842.59	\$56,022.41
Total 315 \$690,000 BOND 2002A	\$0.00	\$0.00	\$0.00	\$127,707.90	\$127,707.90	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 316 PFA/TRLF REVENUE NOTE

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 316-10100 Cash	\$299,683.03	\$22.79	\$0.00	\$75,997.32	\$124,705.70	\$250,974.65
G 316-12100 SA Recievable -Current	\$7,736.28	\$0.00	\$0.00	\$0.00	\$0.00	\$7,736.28
G 316-12200 Special Assess Rec-Delinque	\$10,023.12	\$0.00	\$0.00	\$0.00	\$0.00	\$10,023.12
G 316-12300 Special Assess Rec-Deferred	\$246,037.68	\$0.00	\$0.00	\$0.00	\$0.00	\$246,037.68
Total Asset	\$563,480.11	\$22.79	\$0.00	\$75,997.32	\$124,705.70	\$514,771.73
Liability						
G 316-22200 Deferred Revenues	(\$256,060.80)	\$0.00	\$0.00	\$0.00	\$0.00	(\$256,060.80)
Total Liability	(\$256,060.80)	\$0.00	\$0.00	\$0.00	\$0.00	(\$256,060.80)
Equity						
G 316-25300 Unreserved Fund Balance	(\$307,419.31)	\$0.00	\$22.79	\$124,705.70	\$75,997.32	(\$258,710.93)
Total Equity	(\$307,419.31)	\$0.00	\$22.79	\$124,705.70	\$75,997.32	(\$258,710.93)
Total 316 PFA/TRLF REVENUE NOTE	\$0.00	\$22.79	\$22.79	\$200,703.02	\$200,703.02	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 321 EQUIP CERTIFICATE 2006A

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 321-10100 Cash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total 321 EQUIP CERTIFICATE 2006A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 322 GO BONDS OF 2011A

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 322-10100 Cash	\$70,544.19	\$5.37	\$0.00	\$14.40	\$112,655.00	(\$42,096.41)
G 322-10500 Taxes Receivable-Current	\$1,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,075.00
Total Asset	\$71,619.19	\$5.37	\$0.00	\$14.40	\$112,655.00	(\$41,021.41)
Equity						
G 322-25300 Unreserved Fund Balance	(\$71,619.19)	\$0.00	\$5.37	\$112,655.00	\$14.40	\$41,021.41
Total Equity	(\$71,619.19)	\$0.00	\$5.37	\$112,655.00	\$14.40	\$41,021.41
Total 322 GO BONDS OF 2011A	\$0.00	\$5.37	\$5.37	\$112,669.40	\$112,669.40	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 401 EQUIPMENT REVOLVING

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 401-10100 Cash	\$209,657.85	\$15.95	\$4,800.00	\$75,141.82	\$183,863.84	\$100,935.83
Total Asset	\$209,657.85	\$15.95	\$4,800.00	\$75,141.82	\$183,863.84	\$100,935.83
Equity						
G 401-25300 Unreserved Fund Balance	(\$209,657.85)	\$4,800.00	\$15.95	\$183,863.84	\$75,141.82	(\$100,935.83)
Total Equity	(\$209,657.85)	\$4,800.00	\$15.95	\$183,863.84	\$75,141.82	(\$100,935.83)
Total 401 EQUIPMENT REVOLVING	\$0.00	\$4,815.95	\$4,815.95	\$259,005.66	\$259,005.66	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 405 T.H. HWY 61

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 405-10100 Cash	\$241,796.16	\$18.39	\$0.00	\$171.91	\$8,005.22	\$233,962.85
G 405-13200 Due From Other Government	(\$0.18)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.18)
Total Asset	\$241,795.98	\$18.39	\$0.00	\$171.91	\$8,005.22	\$233,962.67
Equity						
G 405-25300 Unreserved Fund Balance	(\$241,795.98)	\$0.00	\$18.39	\$8,005.22	\$171.91	(\$233,962.67)
Total Equity	(\$241,795.98)	\$0.00	\$18.39	\$8,005.22	\$171.91	(\$233,962.67)
Total 405 T.H. HWY 61	\$0.00	\$18.39	\$18.39	\$8,177.13	\$8,177.13	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 409 STREET RECONSTRUCTION

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 409-10100 Cash	\$40,937.78	\$2,702,268.21	\$1,965,739.74	\$2,716,776.35	\$2,104,050.59	\$653,663.54
G 409-10400 Investments	\$0.00	\$490,000.00	\$0.00	\$490,000.00	\$0.00	\$490,000.00
G 409-10406 Smith Barney	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Asset	\$40,937.78	\$3,192,268.21	\$1,965,739.74	\$3,206,776.35	\$2,104,050.59	\$1,143,663.54
Equity						
G 409-25300 Unreserved Fund Balance	(\$40,937.78)	\$1,475,739.74	\$2,702,268.21	\$1,614,050.59	\$2,716,776.35	(\$1,143,663.54)
Total Equity	(\$40,937.78)	\$1,475,739.74	\$2,702,268.21	\$1,614,050.59	\$2,716,776.35	(\$1,143,663.54)
Total 409 STREET RECONSTRUCTION	\$0.00	\$4,668,007.95	\$4,668,007.95	\$4,820,826.94	\$4,820,826.94	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 411 BUILDING FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 411-10100 Cash	\$0.00	\$0.00	\$0.00	\$40,006.42	\$0.00	\$40,006.42
Total Asset	\$0.00	\$0.00	\$0.00	\$40,006.42	\$0.00	\$40,006.42
Equity						
G 411-25300 Unreserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$40,006.42	(\$40,006.42)
Total Equity	\$0.00	\$0.00	\$0.00	\$0.00	\$40,006.42	(\$40,006.42)
Total 411 BUILDING FUND	\$0.00	\$0.00	\$0.00	\$40,006.42	\$40,006.42	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 416 4TH AVENUE RAVINE

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 416-10100 Cash	\$12,746.76	\$0.97	\$0.00	\$9.23	\$0.00	\$12,755.99
G 416-13200 Due From Other Government	\$12,776.47	\$0.00	\$0.00	\$0.00	\$0.00	\$12,776.47
Total Asset	\$25,523.23	\$0.97	\$0.00	\$9.23	\$0.00	\$25,532.46
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	(\$25,523.48)	\$0.00	\$0.97	\$0.00	\$9.23	(\$25,532.71)
Total Equity	(\$25,523.48)	\$0.00	\$0.97	\$0.00	\$9.23	(\$25,532.71)
Total 416 4TH AVENUE RAVINE	\$0.00	\$0.97	\$0.97	\$9.23	\$9.23	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 417 NORTH RAVINE

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 417-10100 Cash	\$5,507.89	\$183.89	\$1,155.00	\$5,553.70	\$10,513.23	\$548.36
G 417-13200 Due From Other Government	\$41,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,563.00
Total Asset	\$47,070.89	\$183.89	\$1,155.00	\$5,553.70	\$10,513.23	\$42,111.36
Liability						
G 417-20200 Accounts Payable	(\$1,846.82)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,846.82)
G 417-20700 Due to Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Liability	(\$1,846.82)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,846.82)
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	(\$45,224.32)	\$1,155.00	\$183.89	\$10,513.23	\$5,553.70	(\$40,264.79)
Total Equity	(\$45,224.07)	\$1,155.00	\$183.89	\$10,513.23	\$5,553.70	(\$40,264.54)
Total 417 NORTH RAVINE	\$0.00	\$1,338.89	\$1,338.89	\$16,066.93	\$16,066.93	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 422 2011A UTILITY CAPITAL

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 422-10100 Cash	(\$0.44)	\$0.00	\$0.00	\$0.88	\$0.44	\$0.00
Total Asset	(\$0.44)	\$0.00	\$0.00	\$0.88	\$0.44	\$0.00
Equity						
G 422-25300 Unreserved Fund Balance	\$0.44	\$0.00	\$0.00	\$0.44	\$0.88	\$0.00
Total Equity	\$0.44	\$0.00	\$0.00	\$0.44	\$0.88	\$0.00
Total 422 2011A UTILITY CAPITAL	\$0.00	\$0.00	\$0.00	\$1.32	\$1.32	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 423 2011A EQUIPMENT CAPITAL	October 2013					
	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 423-10100 Cash	\$494,389.05	\$37.60	\$0.00	\$58,023.21	\$552,309.35	\$102.91
Total Asset	\$494,389.05	\$37.60	\$0.00	\$58,023.21	\$552,309.35	\$102.91
Equity						
G 423-25300 Unreserved Fund Balance	(\$494,389.05)	\$0.00	\$37.60	\$552,309.35	\$58,023.21	(\$102.91)
Total Equity	(\$494,389.05)	\$0.00	\$37.60	\$552,309.35	\$58,023.21	(\$102.91)
Total 423 2011A EQUIPMENT CAPITAL	\$0.00	\$37.60	\$37.60	\$610,332.56	\$610,332.56	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 601 WATER FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 601-10100 Cash	\$469,661.17	\$28,422.85	\$17,698.08	\$208,623.78	\$165,998.89	\$512,286.06
G 601-11500 Accounts Receivable	\$37,657.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,657.00
G 601-12300 Special Assess Rec-Deferred	\$11,871.38	\$0.00	\$0.00	\$0.00	\$0.00	\$11,871.38
G 601-15500 Prepaid Items	\$1,167.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,167.13
G 601-16100 Land	(\$0.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.50)
G 601-16200 Building and Improvements	\$123,291.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,291.00
G 601-16300 Improvements other building	\$2,962,267.40	\$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.	(\$1,723,637.19)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,723,637.19)
G 601-21720 Online fees payable	(\$31.90)	\$104.65	\$59.80	\$801.32	\$810.29	(\$40.87)
G 601-26100 Contributions From City	(\$0.15)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.15)
Total Asset	\$2,176,509.42	\$28,527.50	\$17,757.88	\$209,425.10	\$166,809.18	\$2,219,125.34
Liability						
G 601-20200 Accounts Payable	(\$7,293.33)	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,293.33)
G 601-21500 Accrued Interest Payable	(\$3,598.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,598.00)
G 601-21600 Accrued Wages & Salaries P	(\$1,174.09)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,174.09)
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	(\$73.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$73.28)
G 601-21704 PERA	(\$84.92)	\$0.00	\$0.00	\$0.00	\$0.00	(\$84.92)
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	(\$16.78)	\$0.00	\$0.00	\$0.00	\$0.00	(\$16.78)
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	(\$1,993.12)	\$0.00	\$0.00	\$522.00	\$522.00	(\$1,993.12)
G 601-22510 General Obligation Bonds Pa	(\$236,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$236,000.00)
G 601-99999 Utility Overpayments	(\$0.46)	\$50.00	\$715.55	\$3,762.26	\$3,571.64	\$190.16
Total Liability	(\$250,234.61)	\$50.00	\$715.55	\$4,284.26	\$4,093.64	(\$250,043.99)
Equity						
G 601-25300 Unreserved Fund Balance	(\$1,926,274.81)	\$17,543.43	\$27,647.50	\$161,279.11	\$204,085.65	(\$1,969,081.35)
Total Equity	(\$1,926,274.81)	\$17,543.43	\$27,647.50	\$161,279.11	\$204,085.65	(\$1,969,081.35)
Total 601 WATER FUND	\$0.00	\$46,120.93	\$46,120.93	\$374,988.47	\$374,988.47	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 602 SEWER FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 602-10100 Cash	\$666,307.46	\$43,566.99	\$26,194.95	\$304,422.04	\$255,784.26	\$714,945.24
G 602-11500 Accounts Receivable	\$61,353.40	\$0.00	\$0.00	\$0.00	\$0.00	\$61,353.40
G 602-12300 Special Assess Rec-Deferred	\$11,870.30	\$0.00	\$0.00	\$0.00	\$0.00	\$11,870.30
G 602-13100 Due From Other Funds	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29
G 602-15500 Prepaid Items	\$1,367.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,367.13
G 602-16100 Land	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50
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.	(\$1,137,899.22)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,137,899.22)
G 602-16500 Construction in Progress	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G 602-26100 Contributions From City	(\$0.36)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.36)
Total Asset	\$2,027,342.40	\$43,566.99	\$26,194.95	\$304,422.04	\$255,784.26	\$2,075,980.18
Liability						
G 602-20200 Accounts Payable	(\$5,165.70)	\$0.00	\$0.00	\$0.00	\$0.00	(\$5,165.70)
G 602-21500 Accrued Interest Payable	(\$4,418.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,418.00)
G 602-21600 Accrued Wages & Salaries P	(\$1,196.24)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,196.24)
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	(\$74.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$74.28)
G 602-21704 PERA	(\$87.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$87.00)
G 602-21707 Union Dues	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25
G 602-21709 Medicare	(\$16.75)	\$0.00	\$0.00	\$0.00	\$0.00	(\$16.75)
G 602-21711 NPERS - Life	(\$0.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.28)
G 602-21712 HSA Employee	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.47
G 602-21714 LTD Employee	(\$0.35)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.35)
G 602-21715 MSRS Employee	(\$0.08)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.08)
G 602-22510 General Obligation Bonds Pa	(\$304,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$304,000.00)
Total Liability	(\$314,957.88)	\$0.00	\$0.00	\$0.00	\$0.00	(\$314,957.88)
Equity						
G 602-25300 Unreserved Fund Balance	(\$1,712,384.52)	\$26,194.95	\$43,566.99	\$256,438.86	\$305,076.64	(\$1,761,022.30)
Total Equity	(\$1,712,384.52)	\$26,194.95	\$43,566.99	\$256,438.86	\$305,076.64	(\$1,761,022.30)
Total 602 SEWER FUND	\$0.00	\$69,761.94	\$69,761.94	\$560,860.90	\$560,860.90	\$0.00



CITY OF NEWPORT
GL Yearly

Current Period: October 2013

FUND 603 STREET LIGHT FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 603-10100 Cash	\$11,364.13	\$5,564.10	\$3,996.49	\$59,630.25	\$56,260.18	\$14,734.20
G 603-11500 Accounts Receivable	\$9,741.47	\$0.00	\$0.00	\$0.00	\$0.00	\$9,741.47
G 603-12200 Special Assess Rec-Delinque	(\$0.24)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.24)
Total Asset	\$21,105.36	\$5,564.10	\$3,996.49	\$59,630.25	\$56,260.18	\$24,475.43
Liability						
G 603-20200 Accounts Payable	(\$4,560.24)	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,560.24)
G 603-20700 Due to Other Funds	(\$0.48)	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.48)
Total Liability	(\$4,560.72)	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,560.72)
Equity						
G 603-25300 Unreserved Fund Balance	(\$16,544.64)	\$3,996.49	\$5,564.10	\$56,260.18	\$59,630.25	(\$19,914.71)
Total Equity	(\$16,544.64)	\$3,996.49	\$5,564.10	\$56,260.18	\$59,630.25	(\$19,914.71)
Total 603 STREET LIGHT FUND	\$0.00	\$9,560.59	\$9,560.59	\$115,890.43	\$115,890.43	\$0.00



CITY OF NEWPORT

GL Yearly

Current Period: October 2013

FUND 604 STORM WATER FUND

October 2013

	Begin Yr	MTD Debits	MTD Credits	YTD Debits	YTD Credits	Balance
Asset						
G 604-10100 Cash	\$15,052.08	\$1,132.62	\$0.00	\$20,480.98	\$7,003.18	\$28,529.88
G 604-11500 Accounts Receivable	\$3,392.80	\$0.00	\$0.00	\$0.00	\$0.00	\$3,392.80
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	\$2,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,730.00
Total Asset	\$21,174.81	\$1,132.62	\$0.00	\$20,480.98	\$7,003.18	\$34,652.61
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
Total Liability	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.19
Equity						
G 604-25300 Unreserved Fund Balance	(\$21,175.00)	\$0.00	\$1,132.62	\$7,003.18	\$20,480.98	(\$34,652.80)
Total Equity	(\$21,175.00)	\$0.00	\$1,132.62	\$7,003.18	\$20,480.98	(\$34,652.80)
Total 604 STORM WATER FUND	\$0.00	\$1,132.62	\$1,132.62	\$27,484.16	\$27,484.16	\$0.00
Report Total	\$0.00	\$5,814,721.28	\$5,814,721.28	\$14,547,715.57	\$14,547,715.57	\$0.00



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: November 12, 2013

SUBJECT: Employee Personnel Policy

BACKGROUND

The City Council discussed recommended amendments to the City's Personnel Policy at the September 5, 2013 and November 7, 2013 meetings and tabled it November 7 to a meeting where all Council members would be present. City staff met with Mayor Geraghty and Councilman Rahm to discuss the recommended amendments on October 15, 2013.

At the November 7, 2013 meeting, the City Council noted that the following amendments were ok to move forward with.

Employee Recruitment and Selection

- **Selection Process** – This section was amended to allow the appropriate supervisor to hire part-time, seasonal, or temporary employees without the City Council's approval. Mayor Geraghty and Councilman Rahm requested that language be added to this section stating that the appropriate supervisor may hire seasonal, temporary or part-time employees within the budget.
- **Background Checks** – This language was added from the League's template.
- **Training Period** – The probationary period was changed to six months to one year depending on the Department. Mayor Geraghty and Councilman Rahm requested that this language be amended to state what the probationary period is for each Department. It is six months for Administration and Public Works and one year for Police. Additionally, language was added stating that the City will prorate the assigned amount for an employee's Health Savings Account during their probationary period. In the past, the City has deposited the entire amount immediately after hiring a full-time employee. If an employee leaves the City, the balance in their Health Savings Account goes with them and is not reimbursed to the City. Finally, language was added to require employees who leave the City during their probationary period to reimburse the City for all costs associated with their employment such as uniforms and medical exams. This cost will be taken from their last paycheck.

Hours of Work

- **Attendance and Punctuality** – Language was added regarding absences extending one day.
- **Adverse Weather Conditions** – Language was amended regarding what time employees will take if the offices are closed due to adverse weather. Currently, employees are required to use vacation leave, leave without pay, compensatory time, or personal leave. Since employees cannot control the weather, it is recommended that they be paid for a full work day if the offices close instead of having to take personal leave.
- **State of Emergencies or Emergency Work** – Language was added to refer to Resolution No 96-55 and the Administrative Policy for compensation during a State of Emergency or Emergency Work. These two documents will be attached to the Policy.

Performance Evaluations – Language was amended to reflect what the past practice has been in regards to performance evaluations. Additionally, language was added from the League's template regarding signing the performance evaluation document.

Temporary and Part-Time Employment – Language was added specifying what parts of the Policy don't apply to part-time, seasonal, or temporary employees.

Citywide Work Rules and Code of Conduct

- **Conduct as a City Employee** – Language was added from the League’s template regarding the requirements for each position at the City.

Sexual Harassment Prevention – This section was removed from the Personnel Policy per the League’s template. According to the template, a City should include either the Respectful Workplace Policy or the Sexual Harassment Prevention Policy.

Discipline

- **Dismissal** – Language was added allowing the immediate supervisor to dismiss a part-time, seasonal, or temporary employee without City Council approval.

News Releases - Councilman Gallagher requested that language be added to allow the Police Chief to issue news releases, speak with the media, or speak on behalf of the City without the City Administrator's approval in issues regarding Public Safety.

Safety – This language was added from the League’s template.

Benefits

- **Holidays** – Language was amended regarding holiday pay. The new language states that employees must work the day before and after a holiday to receive holiday pay unless their supervisor approves the use of vacation leave, sick leave or a floating holiday.

Leaves

- **Adoptive Parents Leave** – This language was added from the League’s template.
- **Court Appearances** – This language was added from the League’s template.
- **Parental Leave** – This language was added from the League’s template.
- **Victim or Witness Leave** – This language was added from the League’s template.

DISCUSSION

At the November 7, 2013 meeting, the City Council requested that the below items be discussed further. City staff reviewed and compared the benefits from the last three Employee Personnel Policies (1999, 2003 and 2011) to the union contracts at the time of adoption and found that the benefits were the same across the board until 2006 when both unions increased their severance pay to 60%. The other major changes came in 2009 when the Public Works union amended the severance pay and vacation accrual. Attorney Knaak also noted that past practice for the City has been to generally give non-union employees the same benefits as union employees.

Separation from Service

- **Severance Pay** – This section was amended to reflect what the Public Work Union employees are currently receiving in regards to their accrued sick leave. All employees receive 100% of their accrued vacation. Additionally, language was added stating that the City will withhold an employee’s last pay check until all City property is returned. Below is a spreadsheet outlining the financial impact of the proposed severance pay for non-union employees:

	Severance Pay with Current Rate (50%)	Severance Pay with Proposed Rates (60%, 70%, or 80%)
Bruce Hanson	\$19,440	80% - \$31,104
Renee Helm	\$2,316.20	60% - \$2,779.43
Deb McDonald	\$524.40	60% - \$629.28
Curt Montgomery	\$19,440	80% - \$31,104
John Neska	\$17,424	80% - \$27,848.40
Total	\$59,144.60	\$93,465.11

All employees, except Bruce Hanson, have a cap of 960 hours for sick leave accrual. Per Resolution 93-7, Bruce Hanson, is allowed to accrue up to 2,080 hours of sick leave because he was employed with the City prior to the

adoption of the 960 hour cap. Once Bruce's sick leave goes below 960 hours he cannot accrue more than that. As such, he could potentially take 28 weeks of sick leave before hitting the 960 hour cap. Bruce has noted that if the proposed severance of 60%, 70%, or 80% is approved he will reduce his sick leave from 2,080 to 960.

Below is a spreadsheet outlining what the Public Works and Police Unions receive for severance pay in regards to sick leave:

Years of Service	Public Works Union (Since 2009)	Police Union (Since 2006)
0-9	Same as severance pay in Employee Personnel Policy	
10-14	60% of accumulated sick leave	60% of accumulated sick leave
15-19	70% of accumulated sick leave	60% of accumulated sick leave
20 and more	80% of accumulated sick leave	60% of accumulated sick leave

Leaves

- **Vacation** – This section was amended to reflect what the Public Work Union employees are receiving in regards to vacation. Currently, Public Work Union employees receive an increase of one day of vacation every year whereas non-union employees only receive an increase in vacation every five (5) years. Language was also added stating that an employee must work at least 1,040 hours the previous year for vacation to accrue. Below is a spreadsheet outlining the impact of the proposed vacation accrual for non-union employees.

Years of Service	Current Vacation Accrual for Administration	Proposed Vacation Accrual for Administration	Current Vacation Accrual for Non-Union Public Works and Police	Proposed Vacation Accrual for Non-Union Public Works and Police
0	100 hours	100 hours	80 hours	100 hours
1	100 hours	110 hours	80 hours	110 hours
2	100 hours	120 hours	80 hours	120 hours
3	100 hours	130 hours	80 hours	130 hours
4	100 hours	140 hours	80 hours	140 hours
5	150 hours	150 hours	120 hours	150 hours
6	150 hours	160 hours	120 hours	160 hours
7	150 hours	170 hours	120 hours	170 hours
8	150 hours	180 hours	120 hours	180 hours
9	150 hours	190 hours	120 hours	190 hours
10	200 hours	200 hours	160 hours	200 hours
11	200 hours	210 hours	160 hours	210 hours
12	200 hours	220 hours	160 hours	220 hours
13	200 hours	230 hours	160 hours	230 hours
14	200 hours	240 hours	160 hours	240 hours
15	225 hours	250 hours	180 hours	250 hours
16	225 hours	250 hours	180 hours	250 hours
17	225 hours	250 hours	180 hours	250 hours
18	225 hours	250 hours	180 hours	250 hours
19	225 hours	250 hours	180 hours	250 hours
20 and more	250 hours	250 hours	200 hours	250 hours

Below is a spreadsheet outlining what the Public Works and Police Unions receive for vacation accrual:

Years of Service	Public Works Union (Since 2009)	Police Union (Since at least 1998)
0	80 hours*	0 hours
1	88 hours	80 hours
2	96 hours	80 hours
3	104 hours	80 hours
4	112 hours	80 hours
5	120 hours	120 hours
6	128 hours	120 hours
7	136 hours	120 hours
8	144 hours	120 hours
9	152 hours	120 hours
10	160 hours	160 hours
11	168 hours	160 hours
12	176 hours	160 hours
13	184 hours	160 hours
14	192 hours	160 hours
15	200 hours	180 hours
16	200 hours	180 hours
17	200 hours	180 hours
18	200 hours	180 hours
19	200 hours	180 hours
20 and more	200 hours	200 hours

*Although they accrue vacation during the first year, Public Works Union employees cannot use it until after their one year anniversary.

- **Sick Leave** – Language was added to reflect what is required of both the Public Work and Police Union employees in regards to accumulating sick leave. Language was also added requiring any employee who is out on leave for more than 30 days to turn in all City property. At the November 7, 2013 meeting, the City Council asked to discuss the accrual rate for sick leave. The current sick leave accrual for all employees is below:

	Sick Leave Accrual
Non-Union Administration	1 day or 10 hours per month
Non-Union Police and Public Works	1 day or 8 hours per month
Police Union	8 hours per month
Public Works Union	1 day per month

- **Jury Duty** – This language was added from the League’s template. Attorney Knaak recommended that the City clarify whether or not a temporary or seasonal employee can keep their compensation from Jury Duty. As such, language has been added stating that temporary or seasonal employees can keep any compensation they receive for Jury Duty.

RECOMMENDATION

It is recommended that the City Council approve the amendments that are listed in the Background section above and provide direction on Severance Pay, Vacation Accrual, Sick Leave Accrual, and Jury Duty.

WELCOME TO THE CITY OF NEWPORT!

Dear Employee:

Welcome! I am pleased to have you join the City of Newport, a team of dedicated individuals working together to provide high quality services to the residents, businesses, and property owners in the City. I hope that you will find the information in this policy beneficial to helping you succeed in your new position.

The City's overall mission is being “committed to serving the people and businesses of Newport” and the City Council and staff are committed to achieving this goal through the provision of quality municipal services. I encourage you to review the City's mission and value statements included in this policy. We recognize that our dedicated, professional City employees are our greatest resource and that the maintenance of a high quality municipal work force is essential in reaching these long term goals.

The City of Newport’s success, like the success of any business, relies heavily on the level of teamwork and cooperation of all staff members. Through teamwork, each individual contributes to the growth and development of the entire City of Newport. Your attitude and efforts contribute much toward achieving our goals.

This policy summarizes many current City policies and guidelines. Please read this guide thoroughly and keep it as a reference. Please consult your supervisor with any questions you may have.

Again, welcome to the City of Newport and I look forward to your success here.

Sincerely,

City Administrator

~~CITY OF NEWPORT — MISSION & VISION~~

~~Mission Statement~~

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

~~Vision Statement~~

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

INTRODUCTION

Purpose

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the [City of Newport City](#). Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or cover every situation that may arise. These policies may be amended at any time at the sole discretion of the City [Council](#) and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Newport City Council.

Scope

These policies apply to all employees of the [City of Newport City](#). Except where specifically noted, these policies do not apply to:

1. Elected Officials;
2. City Attorney;
3. Members of City Boards, Commissions, and Committees;
4. Consultants and Contractors;
5. Volunteers, except as specifically noted for paid on-call firefighters.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. [This includes, but is not limited to vacation schedule, holidays, severance pay, sick leave, etc.](#) Any policy or portion thereof, that does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO Policy

The [City of Newport City](#) is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation, and selection for training. The [City of Newport City](#) will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, gender, sexual orientation, disability, age, marital status, status with regard to public assistance, membership on a local human rights commission, or any other characteristic protected by law.

The [City of Newport City](#) will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Data Practices Advisory

Employee records are maintained in a location designated by the City Administrator. Personnel data is kept in personnel files, finance files, and benefit / medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Personnel files are the property of the ~~City of Newport City~~ and access to the information they contain is restricted. Generally, only supervisors and management of personnel of the ~~City of Newport City~~ who have legitimate reason to review information in a file are allowed to do so.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act. Employees who wish to review their own file should contact the City Administrator. With written advance notice, employees may review their own personnel files, within seven working days of the ~~City of Newport City~~'s receipt of the written notice. The files may be reviewed in the ~~City of Newport City~~'s offices and in the presence of an individual appointed by the ~~City of Newport City~~ to maintain the files.

Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. It is the intent of the ~~City of Newport City~~ to avoid such circumstances and / or conflicts.

Although the ~~City of Newport City~~ has no prohibition against hiring relatives of existing employees, the City is committed to monitoring situations in which relatives work in the same area. In the case of actual or potential problems, the ~~City of Newport City~~ will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For purposes of this policy, a relative is any person who is related by blood, or whose relationship with the employee is similar to that of persons who are related by blood, such as marriage.

Immigration Law Compliance

The ~~City of Newport City~~ is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the ~~City of Newport City~~ within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the City Administrator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits

Privileges or non-monetary compensation granted to employees that are included in the total compensation to employees.

Compensatory Time

Time of work at one-and-one half times the number of overtime hours worked.

Demotion

The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Employee

An individual who has successfully completed all stages of the selection process including the training period.

Exempt Employee

Employees who are not covered by the overtime provisions of the Federal or State Fair Labor Standards Act.

FICA (Federal Insurance Contributions Act)

FICA is the federal requirements that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2% for Social Security and 1.45% for Medicare. The City contributes a matching 7.65% on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year

The period from January 1 to December 31.

Full-Time Employee

Employees who are required to work forty (40) or more hours per week, or two thousand eighty (2,080) hours per year in an ongoing position.

Job Classification

A group of positions sufficiently alike in duties, qualifications, authority, and responsibility to warrant the same job title, grade, and pay schedule for all positions in the group.

Job Description

The written description of a job containing a title, a statement of duties, authority and responsibilities of the job, and the qualifications deemed necessary and / or desirable for the satisfactory performance of the duties of the job.

Management Employee

An employee who is responsible for managing a department or division of the City.

Non-Exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given work week.

Overtime

Time worked in excess of forty (40) hours per week or in excess of the employee's normal work schedule as established by the employer.

Part-Time Employee

Employees who are required to work less than forty (40) hours per week year round in an ongoing position.

Pay Period

A fourteen (14) day period beginning at 12:00 a.m.(midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later.

PERA (Public Employees Retirement Association)

Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account. [Employees that receive \\$425 in wages during any month are eligible for PERA.](#)

Promotion

Movement of an employee from one job class to another within the City, where the maximum new salary for the new position is higher than that of the employee's former position.

Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

Seasonal Employee

Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Service Credit

Time worked for the City. An employee begins earning service credit on the first day worked for the City. Some forms of leave will create a break in service.

Temporary Employee

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

Training Period

A six month period at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job. The training period is the last part of the selection process.

Transfer

Movement of an employee from one City position to another of equivalent pay.

EMPLOYEE RECRUITMENT & SELECTION

Scope

The City Administrator or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision [for full-time positions](#) and must approve all hires to City employment. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System

The City Administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will be made on application forms provided by the City. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline in order to be considered for the position. The deadline for application may be extended by the City Administrator.

Position vacancies may be filled on an “acting” basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

Testing & Examinations

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test, or other appropriate job-related exam.

Internal recruitments will be open to any City employee who: (1) has successfully completed 180 calendar days in their current position; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the last six months been in good standing with the City, which includes having no written warnings on file or suspensions.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

Pre-Employment Medical Examinations

The City Administrator or designee may determine that a pre-employment examination, which may include a psychological examination, is necessary to determine fitness to perform the essential functions of any City position safely.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and / or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the City with the cost of the exam paid by the City. (Psychological / psychiatric exams will be conducted by a licensed psychologist or psychiatrist.) The physician will notify the City Administrator or designee that a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, he / she will be notified of this determination.

Selection Process

The selection process will be a cooperative effort between the City Administrator or designee and the hiring supervisor, subject to final hiring approval by the City Council (for full-time positions only). Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal, temporary, or part-time employees will be delegated to the appropriate supervisor who will hire according to the budget.

~~The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.~~

Background Checks

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled.

Training Period

The training period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions, and rehires. Training and probationary periods are ~~generally one yearsix months to one year in duration depending on the Department~~ six months for Administration and Public Works employees and one year for Police employees.-

If a full-time employee elects to receive health benefits through the City, the City will prorate the assigned amount for their Health Savings Account and deposit the appropriate amount on a monthly basis during their probationary period. At the end of their probationary period, the remaining amount will be deposited.

ORGANIZATION

Job Descriptions

The City will maintain job descriptions for each regular position. New positions will be developed as needed, but must be approved by the City Council prior to the position being filled.

A job description is prepared for each position within the City. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisor direction or guidance provided to position.

Prior to posting a vacant position, the existing job description is reviewed by the City Administrator or designee and the hiring supervisor to ensure that the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the City Administrator

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator or designee.

Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor.

HOURS OF WORK

Work Hours

Forty (40) hours will constitute the regular work week for full-time employees. Work schedules for employees will be established by supervisors and may be subject to change with the approval of the City Administrator. A regular work week is outlined as follows:

The regular work hours for Administration employees is Monday through Thursday from 8:00 a.m. to 6:00 p.m. A regular work day shall be 10 hours.

The regular work hours for Public Works employees ~~during winter hours are Monday through Friday from 7:00 a.m. to 3:30 p.m. A regular work day shall be 8 hours~~ varies throughout the year. A regular work day shall be 8 hours.

Meal Breaks and Rest Periods

A paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. An unpaid (30) minute lunch period is provided when an employee works eight or more consecutive hours.

If approved by your supervisor, you may, on a daily basis, extend your one-half hour lunch break by fifteen (15) minutes or thirty (30) minutes by foregoing one or both of your breaks.

Attendance & Punctuality

The operations and standards of service in the ~~City of Newport~~ City require that employees be at work unless valid reasons warrant absence. Absenteeism and tardiness place a burden on other employees and the ~~City of Newport~~ City.

Employees who are going to be absent from or tardy to work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before

the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he / she can be reached and / or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The City may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days.

Adverse Weather Conditions

The Mayor may authorize the closing of City offices due to inclement weather. If offices are closed, each department head will be responsible for notifying employees of such closing.

In the event that offices are closed due to inclement weather during the course of the workday or for the full work day, employees will be paid for a full work day and will not be required to use vacation leave, leave without pay, compensatory time, or personal leave. ~~may use vacation leave, leave without pay, compensatory time, or personal leave. If City offices are closed during the course of the workday, employees may choose to use vacation leave, leave without pay, compensatory time, personal leave, or may work the remaining assigned hours.~~

Employees excluded from this policy include: Police employees and Public Works employees who are involved in snow plowing activities. These employees will be expected to report to and remain at work under all weather conditions.

State of Emergencies or Emergency Work

Compensation for non-union management and supervisory personnel shall follow Resolution No. 96-55 and the Administrative Policy during a Declared "State of Emergency," which was approved March 14, 1997.

COMPENSATION

Full-time employees of the City will be compensated according to schedules adopted by the City Council. Unless approved by the City Council, employees will not receive any amount from the City in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for part-time, seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

Pay Periods

Employees are paid on a bi-weekly basis. When paydays fall on a holiday, checks / direct deposits are normally issued the day before the holiday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the ~~City of Newport~~City. Employees will receive an itemized statement of wages when the ~~City of Newport~~City -makes direct deposits.

Employees are responsible for notifying the appropriate personnel of any change in status including changes in address, phone number, names of beneficiaries, marital status, bank account information, etc.

Time Reporting

Full-time, non-exempt employees are expected to work 40 hours per work week and will be paid according to the time reported on their timesheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis.

Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a timesheet may be cause for immediate termination.

Overtime / Compensatory Time

The ~~City of Newport~~City has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime.

Non-Exempt, Non-Administration (Overtime-eligible) Employees:

All Non-Exempt, Non-Administration overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over forty (40) in one work week.

The employee’s supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Non-Exempt Administration (Overtime-eligible) Employees:

All Non-Exempt Administration overtime-eligible employees will be compensated with compensatory time at the rate of time and one half for all hours worked over forty (40) in one work week.

The employee’s supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

PERFORMANCE EVALUATIONS

An objective performance evaluation system will be established by the City Administrator or designee for the purpose of periodically evaluating the performance of City employees. The quality of an employee’s past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations, and salary adjustments.

Performance reviews will be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written response which will be attached to the performance review.

Performance evaluations are to be conducted after the employees’ first six months and then annually thereafter; ~~and after the employee’s first ninety (90) days, one hundred eighty (180) days, and two hundred seventy (270) days.~~ The evaluation form(s), with all required signatures, will be retained as part of the employee’s personnel file.

During the training / probationary period, informal performance meetings should occur frequently between the supervisor and the employee.

Signing of the performance review document by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

TEMPORARY & PART-TIME EMPLOYMENT

Persons whose employment is part-time, seasonal or temporary will not be entitled to sick leave, vacation benefits, holiday pay, or insurance benefits, except for workers compensation insurance.

An employee on a temporary part-time status does not accumulate ~~service time~~seniority with the City.

The following sections of the Employee Personnel Policy do not apply to part-time, seasonal or temporary employees:

- Educational Assistance
- Benefits
- Leaves
- Family and Medical Leave
- Benefit Providers

An employee on temporary or part-time status will be entitled to such public employee benefits as may be provided under the Public Employment Labor Relations Act, Minn. Stat. § 179A.

CITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Newport. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a City employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the City. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, pagers, credit cards, identification badges, or other City-owned / issued equipment must register his / her name and the serial number (if applicable) or identifying information about the equipment with his / her supervisor. All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to resign in good standing, or immediately upon request.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the City is prohibited unless authorized by the City Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Conflict of Interest

Employees shall not engage in any activities which create, or might appear to create, a conflict of interest with the employee's responsibilities and obligations to the City. Employees shall fully and completely disclose to the City Administrator any actual or potential conflict of interest he or she may be facing so that the City may assess and prevent potential conflicts. Employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be perceived or actual conflict of interest.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Gifts Acceptance

Minnesota State law prohibits any City employee from accepting a gift from anyone doing business with the City. While the State law allows limited exceptions, for all practical purposes, gifts of any value are prohibited.

Personnel Data Changes

The employee is responsible for notifying the City Administrator or designee of any changes in personnel data. Personal mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, and other such status reports should be accurate and current at all times.

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

Per Minnesota State law, the Mayor nor any City Council member may be employed by the City. "Employed" refers to full-time permanent employment.

Drug-Free Workplace

While on the ~~City of Newport~~City-premises and while conducting business-related activities off the ~~City of Newport~~City-premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's

ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the [City of Newport City](#) of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

The City recognizes drug and alcohol abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans or Employee Assistance Plans, as appropriate.

Random testing without prior notice may be given to those employees who are in safety sensitive positions, including any supervisory or management position in which an impairment caused by drug or alcohol use would threaten the health or safety of any person. Testing without prior notice may be given to employees who have been referred by the employer for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program under an employee benefit plan or have participated in a chemical dependency treatment program in the prior two years.

Smoking

All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or other substances or use smokeless tobacco while in a City facility or vehicle.

Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

RESPECTFUL WORKPLACE POLICY

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel, including regular and temporary employees, volunteers, firefighters, and City Council members.

Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. Any employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 9-1-1 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior includes the use of physical force, harassment, or intimidation.

Discriminatory behavior includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos, or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to take the steps below.

Step 1 (a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1 (b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1 (c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator, or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the City Administrator.

Step 2. If, after what is considered to be a reasonable length of time (i.e. 30 days), you believe inadequate action is being taken to resolve your complaint / concern, the next step is to report the incident to the City Administrator or Mayor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his / her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his / her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time, and place:

- Corroborating evidence
- List of witnesses
- Identification of the offender

Step 3. The supervisor must notify the City Administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior, a report will be made to the City Attorney, who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney, who will undertake the necessary investigation. The City Attorney will report his / her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his / her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Consistent with the terms of applicable statutes and City personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding, or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

DISCIPLINE

General Policy

Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the [City of Newport](#). City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The supervisor and / or the City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process

The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any City employee has a property right to the job he / she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand, including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the City Administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive, or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors, including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due, had the suspension not taken place.

Demotion and / or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the City Administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Salary

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

Dismissal

The City Administrator, with the approval of the City Council, may dismiss ~~an~~ a full-time employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards. Part-time, seasonal, or temporary employees may be dismissed by their immediate supervisor without City Council approval.

If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

GRIEVANCE PROCEDURE

Any dispute between an employee and the City relative to the application, meaning, or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within twenty one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, by the employee to the City Administrator within seven (7) days after the supervisor's response is due. The City Administrator or his / her designee will respond to the employee in writing within seven (7) calendar days. The decision of the City Administrator is final.

Waiver

If a grievance is not presented within the time limits set forth above, it will be considered “waived”. If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:

1. Performance evaluations;
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

SEPARATION FROM SERVICE

Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least fourteen (14) days before leaving, unless otherwise specified in an employee contract. Prior to an employee’s departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. The employee’s termination date must be a day worked, not a paid leave. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Layoffs

Shortage of work or funds, abolition of positions, or other reasons, may necessitate the layoff of positions from time to time. The City Administrator or Department Head shall make layoff recommendations for regular positions to the Newport City Council. A fourteen (14) calendar day written notice will be provided to affected regular employees. The City Administrator or Department Head may lay off or terminate temporary or seasonal employees with no prior notice and without City Council approval.

Severance Pay

~~Employees who leave the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation and 50% of their unused accrued sick leave, up to sixty (60) days.~~

Employees who leave the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation and will follow the below schedule for accrued sick leave:

<u>Up to 10 years of service</u>	<u>60% of accrued sick leave</u>
<u>10 to 15 years of service</u>	<u>70% of accrued sick leave</u>
<u>15 or more years of service</u>	<u>80% of accrued sick leave</u>

The payment for accrued sick leave shall be applied toward the Employees Minnesota State Retirement Health Care Savings Plan.

The employee's last pay check and any benefits will be withheld until all City property is returned to their immediate supervisor.

COMMUNICATION RESPONSE

~~City of Newport staff~~City staff shall check their electronic mail (e-mail) and voicemail at least once per day. If the message requires a response, the response should be sent as soon as possible, but no later than seventy two (72) hours after the call (excluding weekends and holidays). Receipt of a message should be acknowledged within forty eight (48) hours, even if a subsequent response is required.

For absences of one day or longer, the "Out of Office Assistant" shall be used for the e-mail system. This should state what day(s) the employee will be gone.

For absences of one day or longer, the temporary voicemail greeting shall be activated for the voicemail system. This should state what day(s) the employee will be gone and should give callers an option of talking to another staff member.

E-MAIL USAGE

The ~~City of Newport~~City's electronic mail system (e-mail) is designed to facilitate City business communication among employees and other business associates for messages or memoranda. Since no computer system is completely secure, the e-mail system is not intended to transmit sensitive materials, such as personnel decisions and other similar information that may be more appropriately communicated by written memorandum or personal conversation.

The e-mail system is City property and intended for City business. The system is not to be used for employee personal gain or to support or advocate for non-City related business or purposes. All data and other electronic messages within this system are the property of the ~~City of Newport~~City.

General Information on Passwords

While you have a confidential password, users should be aware that this does not suggest that the system is for personal confidential communication, nor does it suggest that e-mail is the property right of the employee. The use of the e-mail system is for City business. Passwords should be periodically changed to ensure security of the e-mail system. Users should not share their password with anyone else.

Prohibited Uses

Solicitation of funds, political messages, harassing messages and other such messages are specifically prohibited. All e-mail messages are subject to all state and federal laws, such as, open meeting laws, data practices act, the human rights act, etc.

Retention of E-Mails

Employees, members of the City Council, members of Advisory Boards, and Consultants shall retain all e-mails associated with City business for one month.

Applicability to Employees and Other Users

This e-mail policy applies to all full-time employees, part-time employees, temporary employees, interns, volunteers, and other individuals in all departments who are provided access to the ~~City of Newport~~City's e-mail system as necessary for their business purpose with the City.

Employee Termination, Leave of Absence, Vacation, and Other

Employees who are terminated or laid off have no right to the contents of their e-mail messages and are not allowed access to the e-mail system. Department Heads and supervisors may access an employee's e-mail if employees are on a leave of absence, vacation, or are transferred from one department to another department, and if it is necessary for the conduct of business.

System Monitoring

Users expressly waive any right of any privacy in anything they create, store, send, or receive on the company's computer system. The [City of Newport City](#) can, but is not obliged to, monitor e-mails without prior notification. If there is evidence that an employee is not adhering to the guidelines set out in this policy, the [City of Newport City](#) reserves the right to take disciplinary action, including termination and / or legal action.

INTERNET USAGE

Business Use Only

By definition, the Internet is a collection of computers, computer networks, communication protocols, information servers, and personal and organizational information retrieval clients, connected together in a global community. Traffic may cross multiple networks prior to reaching the client destination. The [City of Newport City](#) provides its employees with access to the vast information resources of the Internet to assist them in performing their job duties in an effective and efficient matter. The facilities to provide Internet access represent a substantial commitment of City resources and therefore, the City has developed this policy to ensure that the Internet is being used appropriately.

The Internet is a business tool to be used exclusively for business purposes, i.e., to communicate with customers and suppliers, to research relevant topics, and to obtain business information. When using the Internet, employees are expected to conduct themselves in a professional manner and to respect copyrights, software licensing rules, etc.

Unnecessary or unauthorized Internet usage takes away from work time, consumes supplies, ties up printers and other shared resources. Unlawful Internet usage may also garner negative publicity for the City and expose it to significant legal liabilities.

This policy covers all files that can be read on a computer screen, including HTML files read in an Internet browser, any file meant to be accessed by a word processing or desk-top publishing program or its viewer, any files prepared for the Adobe Acrobat reader and other electronic publishing tools. Graphics includes all photographs, pictures, animations, movies or other drawings.

Prohibited Use

Inappropriate Internet use includes: transmitting obscene, harassing, offensive, or unprofessional messages; accessing any site that is sexually or racially offensive or discriminatory; displaying, downloading, or distributing any sexually explicit material; transmitting any of the [City of Newport City](#)'s confidential or proprietary information, including customer data, trade secrets, or other confidential information.

Monitoring

The [City of Newport City](#) reserves the right to monitor employee use of the Internet at any time and employees should not consider their Internet usage to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

Copyright Restrictions; Permission Required

Any software or other material downloaded into the [City of Newport City](#)'s computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from a manager is required before introducing software into the [City of Newport City](#)'s computer system. Employees may not download entertainment software, games, or any other software unrelated to their work.

No Company Representation

Only authorized employees may communicate on the Internet on behalf of the [City of Newport City](#). Employees may not express opinions or personal views that could be misconstrued as being those of the [City of Newport City](#). Employees may not state their company affiliation on the Internet unless required as part of their assigned duties.

Violations of Policy

Any violation of this policy may result in loss of computer access and disciplinary action, including immediate termination.

TELEPHONE USAGE

City Cellular Phone Use

[City](#) Cellular telephones are intended for the use of City employees in the conduct of their work for the City. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use.

Supervisors may prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

~~All personal calls made by employees on a City-provided cellular phone must be paid for by the employee through reimbursement to the City based on actual cost listed on the City's phone bill.~~

Personal Telephone and Cellular Telephone Calls

All personal telephone calls, text messaging, and e-mailing from telephones, are to be done only during breaks or lunch breaks, or when emergency situations warrant. They are not to interfere with City work and are to be completed as quickly as possible. Any personal long distance costs will be paid for by the employee.

All personal calls made by employees on a City-provided cellular phone must be paid for by the employee through reimbursement to the City based on actual cost listed on the City's phone bill.

NEWS RELEASES

Formal news releases concerning municipal affairs are the responsibility of the City Administrator or his or her designee. All media interviews must be approved by the City Administrator before the interview in all situations practicable. All contacts with the media should be reported to the City Administrator as soon as possible.

No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his / her designee.

The Police Chief may issue news releases, speak to the media, or speak on behalf of the City without City Administrator approval in regards to Public Safety matters.

All news releases concerning City personnel will be the responsibility of the City Administrator.

CITY DRIVING

This policy applies to all employees who drive a vehicle on City business, whether driving a City-owned vehicle or their own personal vehicle.

The City expects all employees who are required to drive as part of their job, to drive safely and legally while on City business, and maintain a good driving record.

Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending, or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis.

OUTSIDE EMPLOYMENT

Employees may not engage in outside employment which would conflict with their job or might in any way hinder their objective and impartial performance of their public duties or impair their efficiency on the job.

Employees must not engage in any employment activity or enterprise that is inconsistent, incompatible, or in conflict with his or her duties as a City employee, or with the duties, functions and responsibilities of the department by which he or she is employed.

The following activities are considered inconsistent, incompatible or in conflict with City employment:

- Any employment activity or enterprise which involves the use for private gain or advantage of the City's time, facilities, equipment or supplies, prestige or influence of a City office or employment.
- Activities that involve the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for the performance of an act which the officer or employee would be required or expected to render in the regular course of his or her City employment or a part of his or her duties as a City officer or employee.
- Activities that involve the performance of an act in other than his or her capacity as a city officer or employee which may later be subject directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the department by which he or she is employed.
- Activities that involve so much of the employee's time that it impairs his or her attendance or efficiency in the performance of his duties as a City officer or employee.
- Activities that involve the public employee's use of his or her official authority or influence to compel a person to apply for membership in or become a member of a political organization, to pay or promise to pay a political contribution, or to take part in political activity.

Employees are free to engage in any political activity of their choice provided it does not conflict with information above.

SAFETY

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Reporting Accidents and Illnesses

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

TRAVEL REIMBURSEMENT

Approval

Reimbursement for City business related travel, seminar, and meeting expenses are intended to refund actual costs incurred by employees and elected officials of the ~~City of Newport~~City. Employees and City Officials are required to submit itemized receipts in order to be eligible for reimbursement.

All in state and out of state travel must be pre-approved in writing by the City Administrator on prescribed City forms.

Allowable Expenses

Lodging.

Accommodations shall be made at a reasonable cost that is consistent with the facilities available and convenient to the location of the conference, seminar, or meeting attended.

Only costs of single occupancy will be reimbursed. If a double occupancy occurs, the employee is responsible for the additional cost of double over single occupancy.

Lodging costs shall be reimbursable only from the night preceding an event, through the night immediately following such event, unless an additional evening's stay will decrease airfare or lodging costs.

Lodging within the seven county metro area will not be reimbursed.

Any incidental expenses occurred by a spouse or guest attending a conference with an employee must be paid by the employee. Room service and other incidental expenses must be paid for by the employee.

Transportation.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the current allowable Internal Revenue Service rate. Mileage should be documented on forms prescribed by the City and turned in within 30 days of the travel date.

Air transportation shall be coach-class unless such service is unavailable. Reservations are to be made in advance at the earliest date to ensure the lowest possible fares.

Local transportation, such as a taxicab and bus fares to and from the place of lodging / conference are reimbursable if circumstances require such travel. Costs for local transportation not pertaining directly to City business will not be reimbursed.

Meals.

In-state travel allows an employee to spend up to \$45.00 per day on meals. Reimbursement for meals while on authorized travel shall include only actual expenditures including tax and a 15% tip.

Out of state travel will allow employees to be reimbursed for the reasonable cost of meals exceeding \$45.00 according to the cost of living standards applicable to the area.

Costs for alcoholic beverages shall not be reimbursed.

TRAVEL TIME

The following applies only to non-exempt employees, in accordance with FLSA.

Home to Work Travel

Generally, travel from home to work is not work time, no matter how long the commute. The following examples are exceptions to this rule:

- **Travel from home to work after hours:** An employee who has gone home after completing his or her day's work and is later called out to perform an emergency job can claim all time spent on travel as working time.
- **Special one day assignment:** When an employee is given a special 1-day or more assignment in another city and travel is performed for the employer's benefit and at the employer's request, such travel time is considered work time. Regular home to work travel time can be counted as time worked.

Overnight Travel Away From Home

Travel away from home is work time when it happens during the employee's regular work day hours. The time to be considered is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on non-working days.

Example: If an employee regularly works from 8:00 a.m. to 4:30 p.m., Monday through Friday, the travel time during these hours is work time on Saturday and Sunday as well as on the other days. Thus, if travel is overnight and done outside of working hours, the travel time is not compensable.

Time that is spent traveling away from home outside of regular working hours as a passenger on an airplane, boat, bus, or automobile are not considered time worked. However, all time spent driving an automobile in relation to this section must be compensated, except as follows:

- **Public Transportation:** If an employee is offered public transportation but requests permission to drive his or her car instead, the employer may count as hours worked either:
 - (a) the time spent driving the car; or
 - (b) the time he would have had to count as hours worked during working hours if the employee had used the public conveyance.
- **Work While Traveling:** Any work which an employee is required to perform while traveling must be counted as hours worked. An employee who drives a truck, bus, automobile, boat, or airplane, or an employee who is required to ride therein as an assistant or helper, is working while riding. Meal periods and sleep time in adequate facilities furnished by the employer need not be counted.

EDUCATIONAL ASSISTANCE

The ~~City of Newport~~City will provide educational assistance to all eligible full-time employees who have completed at least 180 calendar days of service with City Administrator approval. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through the completion of each course.

- Courses must be related to the employee's current job duties or a foreseeable future position in the organization in order to be eligible for educational assistance. The ~~City of Newport~~City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact the City Administrator for more information or questions about educational assistance.
- The ~~City of Newport~~City invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee voluntarily separates employment from the ~~City of Newport~~City within one year of the last educational assistance payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to 50% of the original educational assistance payment.
- While educational assistance is expected to enhance employees' performance and professional abilities, the ~~City of Newport~~City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

BENEFITS

Employee benefits stated in this section apply only to full-time employees and specifically exclude seasonal, contract, part-time, temporary, or volunteer employees, except when such groups are expressly included by the provisions of this policy.

Health and Dental Insurance

The City Council will, by resolution, establish from time to time insurance plans that will be provided to eligible fulltime City employees. The employee's insurance coverage will begin on his or her first day of employment.

Life Insurance

Full-time employees will be eligible to receive life insurance coverage through the ~~City of Newport~~City upon their first day of employment. The City will contribute premiums for a group term life insurance policy for all eligible employees. Supplemental life insurance may be made available for purchase by eligible employees.

Long-Term Disability Insurance

All employees are covered under Group Long-Term Disability Insurance and have premiums deducted from their paycheck each pay period.

Retirement

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee's Social Security and Medicare withholding).

Workers' Compensation Insurance

The ~~City of Newport~~City provides a comprehensive Workers' Compensation Insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits three (3) working days after the injury, or, if the employee is hospitalized, immediately. The employee benefits with two-thirds (2/3) of their average weekly wage for a time period to be determined on a case by case basis, depending on the authorization of a physician.

Employees who sustain work-related injuries or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. The employee's immediate supervisor must file a Supervisor's Report of Injury with the Human Resources Department within forty eight (48) hours following the injury.

Neither the ~~City of Newport~~City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the ~~City of Newport~~City.

Benefits Continuation (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the ~~City of Newport~~City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements, and other life events.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the ~~City of Newport~~City's group rates, plus an administration fee. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan, including information about the employee's rights and obligations.

The length of continuation depends on the qualifying event that applies to the employee's loss of coverage. COBRA beneficiaries generally are eligible for group coverage during a maximum of eighteen (18) months for qualifying events due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of

36 months of coverage. COBRA beneficiaries generally are eligible for group coverage during a maximum of thirty six (36) months if an individual is not an employee, but is: a separated or divorced spouse or child of a City employee, a surviving spouse or child of a deceased City employee, a child of a City employee, and is no longer an eligible dependent as defined in the City insurance plan, or a dependent who loses dependent coverage when the City employee becomes enrolled in Medicare benefits. [Employees that are eligible to receive PERA are allowed to continue health and dental insurance under COBRA indefinitely.](#)

An employee's right to continuation coverage will immediately cease if the employee fails to pay the required premium due. Plan eligibility will cease if: an employee becomes covered under another group plan as a result of employment, reemployment, marriage, or remarriage; an employee, an employee's spouse, or an employee's dependent children become enrolled in Medicare, in which case coverage ceases for each individual so covered; or all City insurance plans under this policy are terminated.

If an employee decides to continue group coverage, the employee must complete an election form and return it to the address show on the election form within sixty (60) days of the later of the dates identified below, or the employee loses the employee's right to elect coverage:

- a. The date coverage is scheduled to stop; or
- b. The date the election packet is mailed.

Deferred Compensation

Regular full-time employees will be eligible to participate in the deferred compensation plan. Deferred Compensation is a program that allows employees to save and invest for retirement, deferring federal and state income taxes until the employee's assets are withdrawn.

Donated Medical Leave

With the approval of the City Administrator, City employees having accrued sick leave will be allowed to donate a portion of such accrued sick leave to fellow employees experiencing a major life threatening disease or condition suffered by the employee or the employee's minor child. A major life threatening disease or condition shall include, but not be limited to a heart attack, stroke, organ transplant, cancer, or life threatening illness or condition as defined by a physician's diagnosis.

A donation of sick leave from one employee to another shall be subject to the following terms and conditions:

- An employee is only eligible to receive donated medical leave for time lost from work due to a major life threatening disease or condition as described above, equal to the number of hours of time which the employee would lose from his or her job due to the major life threatening disease or condition.
- An employee will be eligible to receive donated medical leave only after the employee has exhausted all of his / her accrued sick leave, compensatory time, and vacation time.
- Employees will be allowed to receive no more than twenty (20) work days, or two hundred (200) hours, of medical leave for any single major life threatening disease or condition, unless otherwise approved by the City Administrator.
- An employee may donate no more than two (2) work days, or twenty (20) hours, whichever is lesser, per calendar year to a single fellow employee.
- A written request to donate medical leave must be made to the City Administrator.

- The City Administrator shall have the right to deny use of donated medical leave or limit its use as shall be determined necessary and in the best interest of the [City of Newport City](#).
- Donations must be made in one (1) hour increments. For every one (1) hour of sick, vacation, or compensatory time donated by the donor, the recipient will be credited with one (1) hour of sick leave. The pay levels of the two employees shall not affect the transaction.

Employee Assistance Program (EAP)

The [City of Newport City](#) has a contract with a provider whereby the employee can receive diagnostic referral assistance in such areas as parent / child relationships, marital problems, behavior problems, drug and alcohol problems, emotional and mental disorders, financial problems, and personal adjustment difficulties. The service is provided at no cost to the employee. All contact between the employee and the provider is confidential. The employer does not receive information concerning employees as a result of the service.

Flexible Spending Accounts

Regular, full-time employees will be eligible to participate in flexible spending account plans.

Flexible Spending Accounts allow employees to set aside money for certain qualified medical and dependent care costs through a tax-deferred payroll deduction. The program provides for tax-deferred payment plans in health care and dependent daycare expense reimbursement.

All expenses must be qualified medical or benefit expenses, as defined in Section 125 of the Internal Revenue Code. The employee must choose the amount of pre-tax salary reduction for each type of benefit prior to the start of each year plan.

Section 457 of the Internal Revenue Code determines the annual contribution limits for employees. Participation is handled through payroll deduction, providing for a reduction of tax for each pay period.

The plan allows participants to increase, decrease, stop, and restart contributions as often as desired.

Boot / Clothing Allowance – Exempt Public Works Department Staff

All exempt Public Works Department staff shall be entitled to receive boot / clothing items in kind with a value consistent with that of the Labor agreement between the [City of Newport City](#) and the International Union of Operating Engineers (Local No. 49 AFL-CIO) for non-exempt employees.

Uniform Allowance – Exempt Police Department Staff

All exempt Police Department staff shall be entitled to receive uniform items in kind with a value consistent with that of the Labor Agreement between the [City of Newport City](#) and Law Enforcement Labor Services, Inc. (Local #347) for non-exempt employees.

Holidays

The [City of Newport City](#) will grant paid holiday time off to all full-time employees for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving (Public Works & Police Department)
- Christmas Eve (Administration)
- Christmas

Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

~~To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.~~

For non-Administrative employees who are not subject to a collective bargaining agreement, a recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed the following Monday.

For Administrative employees, when a recognized holiday falls on a Friday or Saturday, the employee will earn one floating holiday. If a recognized holiday falls on a Sunday, it will be observed the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave) holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay, plus one-half time for the hours worked on this holiday.

In addition to the recognized holidays previously listed, eligible employees will receive two floating holidays in each calendar year. These holidays must be scheduled with the prior approval of the employee's supervisor. Floating holidays may not be carried over to the next calendar year.

LEAVES

Depending upon the employee's situation, more than one form of leave may apply during the same period of time (e.g. The Family & Medical Leave Act is likely to apply during a worker's compensation absence.). An employee will need to meet the requirements of each form of leave separately.

Except as otherwise states, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Vacation

Regular full-time exempt employees shall earn paid vacation in accordance with the following schedule based on years of continuous employment ~~and work day schedule~~:

<u>Years of Service</u>	<u>Vacation Accrual</u>
<u>0</u>	<u>100</u>

<u>1</u>	<u>110</u>
<u>2</u>	<u>120</u>
<u>3</u>	<u>130</u>
<u>4</u>	<u>140</u>
<u>5</u>	<u>150</u>
<u>6</u>	<u>160</u>
<u>7</u>	<u>170</u>
<u>8</u>	<u>180</u>
<u>9</u>	<u>190</u>
<u>10</u>	<u>200</u>
<u>11</u>	<u>210</u>
<u>12</u>	<u>220</u>
<u>13</u>	<u>230</u>
<u>14</u>	<u>240</u>
<u>15</u>	<u>250</u>

<u>Years of Service</u>	<u>Annual Accrual</u>	
	<u>Administration</u>	<u>Police / Public Works</u>
0 through year 4	100 hours	80 hours
5-9	150 hours	120 hours
10-14	200 hours	160 hours
15-19	225 hours	180 hours
20+	250 hours	200 hours

Vacation accruals shall be based on each employee’s anniversary date. Vacation time is paid at the employee’s base pay rate at the time of vacation. Employees must have worked at least 1,040 hours the previous year for vacation to accrue.

In the event that available vacation and / or compensatory time is not used by the end of the benefit year, employees may carry eighty (80) hours of unused time forward to the next benefit year with administrative approval.

To take vacation, employees should request approval from their supervisors in advance. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

Sick Leave

Full time employees will accrue sick leave benefits at the rate of one day per month beginning upon the employee’s hire. One day shall mean 10 hours for Administration employees and 8 hours for Police and Public Works employees.

Employees must work at least fourteen (14) days in any one calendar month for sick leave to accumulate for that month. Sick leave does not accrue during an unpaid leave of absence.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the following conditions:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy)
- For medical, dental, or other care provider appointments
- When an employee has been exposed to a contagious disease of such nature that his / her presence at the workplace could endanger the health of others
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary
- To take children, including stepchildren, to a medical, dental, or other care provider appointment

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required for verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well, and may be required as a condition to receiving sick leave benefits.

Before returning to work from a sick leave absence of seven calendar days or more, an employee must provide a physician's verification that he / she may safely return to work.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.

Employees will be allowed to accumulate a total of 960 hours of sick leave benefits. ~~Employees who leave the City in good standing by retirement or resignation will receive pay for 50% of their unused accrued sick leave, up to a maximum of 60 days.~~

Resolution A-93-7 defines sick leave accrual for those employees who, at the date of adoption of the resolution, had accumulated in excess of 960 hours. Only those employees specified will be allowed to keep their accumulated days. All other employees are subject to the maximum 960 hours accrual. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Employees who are on sick leave or medical leave for more than 30 days are required to turn in all City property. Items will be returned to the employee once they have returned to work.

Administrative Leave

Under special circumstances, an employee may be placed on paid or unpaid administrative leave, depending on the circumstances and as determined by the City Council, pending the outcome of an internal or external investigation.

Adoptive Parents Leave

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

Bone Marrow Donation Leave

Full-time employees to undergo medical procedures to donate bone marrow are allowed a paid leave of absence not to exceed forty (40) hours, unless agreed to by the City. A physician's verification of the purpose and length of the leave is required. If there is a medical determination that the employee does not qualify as a bone marrow donor, paid leave granted prior to the medical determination is not forfeited.

Court Appearances

Employees will be paid their regular wage to testify in court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the City.

Elections Leave

An employee selected to serve as an election judge pursuant to Minnesota law will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least ten (10) days written notice.

Funeral Leave

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. The [City of Newport City](#) defines an "immediate family member" as a spouse, ~~or~~ a child, step-child, mother, father, sister, brother, grandparent of the employee or the employee's spouse. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or City Administrator depending on individual circumstances.

General Leave

Full-time employees who have worked for the [City of Newport City](#) for at least 180 days may apply for an unpaid leave of absence for personal or emergency reasons. The granting of such leave will be at the sole discretion of the City and will not be granted for periods exceeding ninety (90) days in duration. The City may, in its discretion, extend such a leave upon written request by the employee, but not, in any event, to exceed a total of twelve (12) months.

Requests for personal leave will be evaluated on a number of factors to ensure efficiency in the conduct of the City business, including employee / department workload and the reason for the leave.

Requests for leave must be made in writing with a full explanation for the leave and, if possible, submitted to the City Administrator fourteen (14) days in advance of the leave date.

An employee on an unpaid leave of absence will be entitled to retain the employee's accrued leave and other benefits. The employee will accrue no sick leave, vacation, holiday, or other benefits for the period of time that the employee is on leave.

Health insurance benefits will be provided by the [City of Newport City](#) to the employee until the end of the month in which the approved personal leave begins. At that time, employees will subject to paying for full costs of the benefits they wish to continue.

If the employee has an unauthorized absence from work promptly at the expiration of the approved leave period, the [City of Newport City](#) will consider the employee to have resigned.

Jury Duty

Regular full-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty to the City in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees are expected to report for work whenever the court schedule permits.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so the City will be able to determine the amount of compensation due for the period involved.

Part-time, Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department head approval. Part-time, temporary, or seasonal employees may keep any compensation they receive for jury duty. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

Military Leave

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of fifteen (15) days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years. In calculating the five years of service, inactive duty service, such as drill weekends and annual training, are not counted. An employee is entitled to military leave regardless of whether the military duty is involuntary or the employee volunteered for the duty.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond thirty (30) days will be at the expense of the employee for up to twenty four (24) months.

When possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. Employees have the option of using accrued vacation during the period of military service. Employees will continue to accrue seniority with respect to employment while engaged in military service.

Parental Leave

The City of Newport City grants up to six (6) weeks of unpaid parental leave for the birth or adoption of a child. To be eligible for this leave, an employee must have worked half-time for the City for at least twelve (12) consecutive months prior to requesting the leave.

The leave will begin at a time requested by the employee, but must begin within six (6) weeks of the birth or adoption. If the child must be in the hospital longer than the mother, the leave can begin six (6) weeks after the child leaves the hospital. The employee is not required to use sick leave for this absence.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the six (6) week Parenting Leave.

School Conference & Activities Leave

An employee has unpaid leave of up to a total of sixteen (16) hours within a twelve (12) month period to attend school conferences or school-related activities that cannot be scheduled during non-work hours. If the employee's child receives childcare services or attends a pre-kindergarten regular or special education program, the employee may use the leave time to attend a conference or activity related to the employee's child or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours.

When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide the supervisor with reasonable prior notice and make a reasonable effort to schedule the leave so as not to disrupt the operations of the ~~City of Newport~~City. The employee may substitute any accrued paid vacation leave or other appropriate leave for any part of the leave.

Sick Child Leave

Employees with children, including step-children, may use their sick leave in order to care for a sick child. The use of sick leave to take care of a child must be used in the same manner as the employee who would use the sick leave for his / her own illness.

Victim or Witness Leave

An employee who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case.

Voting Leave

Every employee who is entitled to vote at any statewide election or any election to fill a vacancy in the office of Representative in Congress is entitled to be absent from work for two hours for the purpose of voting during the election day without penalty or deduction from the employee's salary or wage on account of such absence. Arrangements must be made with the employee's supervisor at least twenty four (24) hours in advance.

FAMILY & MEDICAL LEAVE

General

In accordance with the Family and Medical Leave Act (FMLA) unpaid job protected leave will be granted to all eligible employees for up to twelve (12) weeks per twelve (12) month period for any of the following reasons:

1. Birth or placement of a child with the employee for adoption or foster care;
2. To care for a spouse, child or parent who has a serious health condition; or
3. A serious health condition that makes the employee unable to perform the essential functions of the position.

In accordance with the law, the following definitions apply:

“Caring” for someone includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

An eligible “child” is defined as a person under 18 years of age (or a person incapable of self-care because of a physical or mental disability) who is a biological, adopted, foster, or step-child, a ward of the employee, or a person with whom the employee is charged with a parent’s rights, duties, and responsibilities.

An eligible “parent” includes a biological parent or a person who was charged with a parent’s rights, duties, and responsibilities over the employee when the employee was under the legal age, but doesn’t include in-laws.

“Serious health condition” is defined in Federal law, but generally includes incapacity requiring absence from work or more than three (3) days that also involves continuing treatment by a health care provider (includes prenatal care).

Eligibility

An eligible employee is one who has worked for the City for a cumulative period of twelve (12) months and at least 1,250 hours during the twelve (12) month period prior to the start of leave.

Length of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of that child.

Leave Year

The 12-month period is calculated by measuring twelve (12) months backward from the start date of the employee’s last FMLA leave.

Notice

The employee is to give verbal or written notice to his / her supervisor at least thirty (30) days prior to the date on which leave is to begin or if the thirty (30) days notice cannot be given as much notice as practical.

If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt the City’s operations.

Medical Certification

The employee may be required to provide medical certification to support a request for leave because of the serious health condition of a child, spouse, parent, or the employee. The certification is to be completed by the attending physician or practitioner and submitted to the City Administrator within ten (10) days after requested, or as soon as reasonably practicable.

Recertification

Recertification may be required if the employee requests an extension of the original length approved by the City or if the employee’s circumstances change. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Intermittent Leave

Leave requested because of a serious health condition of either a family member or the employee may be taken intermittently or on a reduced schedule if medically necessary. All requests for intermittent leave will be evaluated on a case-by-case basis.

The City may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits that better accommodates the intermittent leave than the employee's regular position.

Fitness for Duty Certification

The City may require a medical certificate attesting to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of his / her regular job.

The City Administrator may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the ADA (Americans with Disabilities Act). If a fitness for duty certification is required, the City may deny reinstatement until it is provided.

Job Protection

Employees returning from Family and Medical Leave will be reinstated in their former position or a position equivalent in pay, benefits, and other terms and conditions of employment.

An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated had they not been on leave, the employee would not have the right to be reinstated upon return from leave.

Effect on Benefits

An employee granted leave under this policy will continue to be covered under the City's group health plan under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage. In addition, the employee will be responsible for the employee's portion and the City's portion plus any required administrative fee for life insurance continuation, if continuation is desired. The City may choose to continue the City's portion if administratively more convenient.

Arrangements for payment of the employee's portion of premiums must be made by the employee with the City. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage, subject to COBRA requirements.

Seniority

Seniority does not accrue during any period of unpaid FMLA except as allowed when the leave is covered by worker's compensation. However, seniority accrued prior to the commencement of FMLA leave will not be lost.

Use of Accrued Paid Leave or Compensatory Time During Family and Medical Leave

During the Family and Medical Leave, employees must use accrued sick leave, vacation leave, and compensatory time prior to taking an unpaid leave unless their medical condition / injury is covered by worker's compensation or the absence qualifies under the state Parental Leave law.

FMLA leave counts as continued service for purpose of retirement and / or pensions plans.

Records Retention

Records on FMLA leave will generally be kept with normal payroll records except that any medical record will be maintained separately as a confidential medical record in accordance with the law.

Failure to Return from FMLA Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued sick leave, compensatory time, or vacation leave that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage.

If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the City Council's approval.

If an employee fails to return from an FMLA leave and is determined to have voluntarily quit as described above, the City may seek reimbursement from the employee for the portion of the insurance premiums paid by the City on behalf of that employee during the period of leave.

Light Duty / Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his / her job due to a temporary disability, he / she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he / she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to work with no restrictions, meeting all essential requirements and functions of the City's job description, along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the City Administrator.

The City may require a medical exam conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

If the City offers a light duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he / she refuses such work. The City will not, however, require an

employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty / modified work assignment may be discontinued at any time.

WELCOME TO THE CITY OF NEWPORT!

Dear Employee:

Welcome! I am pleased to have you join the City of Newport, a team of dedicated individuals working together to provide high quality services to the residents, businesses, and property owners in the City. I hope that you will find the information in this policy beneficial to helping you succeed in your new position.

The City's overall mission is being “committed to serving the people and businesses of Newport” and the City Council and staff are committed to achieving this goal through the provision of quality municipal services. I encourage you to review the City's mission and value statements included in this policy. We recognize that our dedicated, professional City employees are our greatest resource and that the maintenance of a high quality municipal work force is essential in reaching these long term goals.

The City of Newport's success, like the success of any business, relies heavily on the level of teamwork and cooperation of all staff members. Through teamwork, each individual contributes to the growth and development of the entire City of Newport. Your attitude and efforts contribute much toward achieving our goals.

This policy summarizes many current City policies and guidelines. Please read this guide thoroughly and keep it as a reference. Please consult your supervisor with any questions you may have.

Again, welcome to the City of Newport and I look forward to your success here.

Sincerely,

City Administrator

INTRODUCTION

Purpose

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City. Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or cover every situation that may arise. These policies may be amended at any time at the sole discretion of the City Council and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Newport City Council.

Scope

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected Officials;
2. City Attorney;
3. Members of City Boards, Commissions, and Committees;
4. Consultants and Contractors;
5. Volunteers, except as specifically noted for paid on-call firefighters.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. This includes, but is not limited to vacation schedule, holidays, severance pay, sick leave, etc. Any policy or portion thereof, that does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO Policy

The City is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation, and selection for training. The City will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, gender, sexual orientation, disability, age, marital status, status with regard to public assistance, membership on a local human rights commission, or any other characteristic protected by law.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Data Practices Advisory

Employee records are maintained in a location designated by the City Administrator. Personnel data is kept in personnel files, finance files, and benefit / medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc. Personnel files are the property of the City and access to the information they contain is restricted. Generally, only supervisors and management of personnel of the City who have legitimate reason to review information in a file are allowed to do so.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act. Employees who wish to review their own file should contact the City Administrator. With written advance notice, employees may review their own personnel files, within seven working days of the City's receipt of the written notice. The files may be reviewed in the City's offices and in the presence of an individual appointed by the City to maintain the files.

Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. It is the intent of the City to avoid such circumstances and / or conflicts.

Although the City has no prohibition against hiring relatives of existing employees, the City is committed to monitoring situations in which relatives work in the same area. In the case of actual or potential problems, the City will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For purposes of this policy, a relative is any person who is related by blood, or whose relationship with the employee is similar to that of persons who are related by blood, such as marriage.

Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the City Administrator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits

Privileges or non-monetary compensation granted to employees that are included in the total compensation to employees.

Compensatory Time

Time of work at one-and-one half times the number of overtime hours worked.

Demotion

The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Employee

An individual who has successfully completed all stages of the selection process including the training period.

Exempt Employee

Employees who are not covered by the overtime provisions of the Federal or State Fair Labor Standards Act.

FICA (Federal Insurance Contributions Act)

FICA is the federal requirements that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2% for Social Security and 1.45% for Medicare. The City contributes a matching 7.65% on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year

The period from January 1 to December 31.

Full-Time Employee

Employees who are required to work forty (40) or more hours per week, or two thousand eighty (2,080) hours per year in an ongoing position.

Job Classification

A group of positions sufficiently alike in duties, qualifications, authority, and responsibility to warrant the same job title, grade, and pay schedule for all positions in the group.

Job Description

The written description of a job containing a title, a statement of duties, authority and responsibilities of the job, and the qualifications deemed necessary and / or desirable for the satisfactory performance of the duties of the job.

Management Employee

An employee who is responsible for managing a department or division of the City.

Non-Exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given work week.

Overtime

Time worked in excess of forty (40) hours per week or in excess of the employee's normal work schedule as established by the employer.

Part-Time Employee

Employees who are required to work less than forty (40) hours per week year round in an ongoing position.

Pay Period

A fourteen (14) day period beginning at 12:00 a.m.(midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later.

PERA (Public Employees Retirement Association)

Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account. Employees that receive \$425 in wages during any month are eligible for PERA.

Promotion

Movement of an employee from one job class to another within the City, where the maximum new salary for the new position is higher than that of the employee's former position.

Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

Seasonal Employee

Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Service Credit

Time worked for the City. An employee begins earning service credit on the first day worked for the City. Some forms of leave will create a break in service.

Temporary Employee

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

Training Period

A six month period at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job. The training period is the last part of the selection process.

Transfer

Movement of an employee from one City position to another of equivalent pay.

EMPLOYEE RECRUITMENT & SELECTION

Scope

The City Administrator or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision for full-time positions and must approve all hires to City employment. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System

The City Administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will be made on application forms provided by the City. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline in order to be considered for the position. The deadline for application may be extended by the City Administrator.

Position vacancies may be filled on an “acting” basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

Testing & Examinations

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test, or other appropriate job-related exam.

Internal recruitments will be open to any City employee who: (1) has successfully completed 180 calendar days in their current position; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the last six months been in good standing with the City, which includes having no written warnings on file or suspensions.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

Pre-Employment Medical Examinations

The City Administrator or designee may determine that a pre-employment examination, which may include a psychological examination, is necessary to determine fitness to perform the essential functions of any City position safely.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and / or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the City with the cost of the exam paid by the City. (Psychological / psychiatric exams will be conducted by a licensed psychologist or

psychiatrist.) The physician will notify the City Administrator or designee that a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, he / she will be notified of this determination.

Selection Process

The selection process will be a cooperative effort between the City Administrator or designee and the hiring supervisor, subject to final hiring approval by the City Council (for full-time positions only). Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal, temporary, or part-time employees will be delegated to the appropriate supervisor who will hire according to the budget.

Background Checks

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled.

Training Period

The training period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions, and rehires. Training and probationary periods are six months for Administration and Public Works employees and one year for Police employees.

If a full-time employee elects to receive health benefits through the City, the City will prorate the assigned amount for their Health Savings Account and deposit the appropriate amount on a monthly basis during their probationary period. At the end of their probationary period, the remaining amount will be deposited.

ORGANIZATION

Job Descriptions

The City will maintain job descriptions for each regular position. New positions will be developed as needed, but must be approved by the City Council prior to the position being filled.

A job description is prepared for each position within the City. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisor direction or guidance provided to position.

Prior to posting a vacant position, the existing job description is reviewed by the City Administrator or designee and the hiring supervisor to ensure that the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the City Administrator

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator or designee.

Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor.

HOURS OF WORK

Work Hours

Forty (40) hours will constitute the regular work week for full-time employees. Work schedules for employees will be established by supervisors and may be subject to change with the approval of the City Administrator. A regular work week is outlined as follows:

The regular work hours for Administration employees is Monday through Thursday from 8:00 a.m. to 6:00 p.m. A regular work day shall be 10 hours.

The regular work hours for Public Works employees varies throughout the year. A regular work day shall be 8 hours.

Meal Breaks and Rest Periods

A paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. An unpaid (30) minute lunch period is provided when an employee works eight or more consecutive hours.

If approved by your supervisor, you may, on a daily basis, extend your one-half hour lunch break by fifteen (15) minutes or thirty (30) minutes by foregoing one or both of your breaks.

Attendance & Punctuality

The operations and standards of service in the City require that employees be at work unless valid reasons warrant absence. Absenteeism and tardiness place a burden on other employees and the City.

Employees who are going to be absent from or tardy to work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he / she can be reached and / or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The City may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days.

Adverse Weather Conditions

The Mayor may authorize the closing of City offices due to inclement weather. If offices are closed, each department head will be responsible for notifying employees of such closing.

In the event that offices are closed due to inclement weather during the course of the workday or for the full work day, employees will be paid for a full work day and will not be required to use vacation leave, leave without pay, compensatory time, or personal leave.

Employees excluded from this policy include: Police employees and Public Works employees who are involved in snow plowing activities. These employees will be expected to report to and remain at work under all weather conditions.

State of Emergencies or Emergency Work

Compensation for non-union management and supervisory personnel shall follow Resolution No. 96-55 and the Administrative Policy during a Declared "State of Emergency," which was approved March 14, 1997.

COMPENSATION

Full-time employees of the City will be compensated according to schedules adopted by the City Council. Unless approved by the City Council, employees will not receive any amount from the City in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for part-time, seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

Pay Periods

Employees are paid on a bi-weekly basis. When paydays fall on a holiday, checks / direct deposits are normally issued the day before the holiday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the City. Employees will receive an itemized statement of wages when the City makes direct deposits.

Employees are responsible for notifying the appropriate personnel of any change in status including changes in address, phone number, names of beneficiaries, marital status, bank account information, etc.

Time Reporting

Full-time, non-exempt employees are expected to work 40 hours per work week and will be paid according to the time reported on their timesheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis.

Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a timesheet may be cause for immediate termination.

Overtime / Compensatory Time

The City has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator will determine whether each employee is designated as "exempt" or "non-exempt" from earning overtime.

Non-Exempt, Non-Administration (Overtime-eligible) Employees:

All Non-Exempt, Non-Administration overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over forty (40) in one work week.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Non-Exempt Administration (Overtime-eligible) Employees:

All Non-Exempt Administration overtime-eligible employees will be compensated with compensatory time at the rate of time and one half for all hours worked over forty (40) in one work week.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

PERFORMANCE EVALUATIONS

An objective performance evaluation system will be established by the City Administrator or designee for the purpose of periodically evaluating the performance of City employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations, and salary adjustments.

Performance reviews will be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written response which will be attached to the performance review.

Performance evaluations are to be conducted after the employees' first six months and then annually thereafter. The evaluation form(s), with all required signatures, will be retained as part of the employee's personnel file.

During the training / probationary period, informal performance meetings should occur frequently between the supervisor and the employee.

Signing of the performance review document by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

TEMPORARY & PART-TIME EMPLOYMENT

Persons whose employment is part-time, seasonal or temporary will not be entitled to sick leave, vacation benefits, holiday pay, or insurance benefits, except for workers compensation insurance.

An employee on a temporary part-time status does not accumulate seniority with the City.

The following sections of the Employee Personnel Policy do not apply to part-time, seasonal or temporary employees:

- Educational Assistance Benefits
- Leaves
- Family and Medical Leave
- Benefit Providers

An employee on temporary or part-time status will be entitled to such public employee benefits as may be provided under the Public Employment Labor Relations Act, Minn. Stat. § 179A.

CITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Newport. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a City employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the City. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, pagers, credit cards, identification badges, or other City-owned / issued equipment must register his / her name and the serial number (if applicable) or identifying information about the equipment with his / her supervisor. All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to resign in good standing, or immediately upon request.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the City is prohibited unless authorized by the City Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Conflict of Interest

Employees shall not engage in any activities which create, or might appear to create, a conflict of interest with the employee's responsibilities and obligations to the City. Employees shall fully and completely disclose to the City Administrator any actual or potential conflict of interest he or she may be facing so that the City may assess and prevent potential conflicts. Employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be perceived or actual conflict of interest.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Gifts Acceptance

Minnesota State law prohibits any City employee from accepting a gift from anyone doing business with the City. While the State law allows limited exceptions, for all practical purposes, gifts of any value are prohibited.

Personnel Data Changes

The employee is responsible for notifying the City Administrator or designee of any changes in personnel data. Personal mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, and other such status reports should be accurate and current at all times.

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

Per Minnesota State law, the Mayor nor any City Council member may be employed by the City. "Employed" refers to full-time permanent employment.

Drug-Free Workplace

While on the City premises and while conducting business-related activities off the City premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the City of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

The City recognizes drug and alcohol abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans or Employee Assistance Plans, as appropriate.

Random testing without prior notice may be given to those employees who are in safety sensitive positions, including any supervisory or management position in which an impairment caused by drug or alcohol use would threaten the health or safety of any person. Testing without prior notice may be given to employees who have been referred by the employer for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program under an employee benefit plan or have participated in a chemical dependency treatment program in the prior two years.

Smoking

All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or other substances or use smokeless tobacco while in a City facility or vehicle.

Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

RESPECTFUL WORKPLACE POLICY

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel, including regular and temporary employees, volunteers, firefighters, and City Council members.

Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. Any employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 9-1-1 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior includes the use of physical force, harassment, or intimidation.

Discriminatory behavior includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos, or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to take the steps below.

Step 1 (a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1 (b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1 (c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator, or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the City Administrator.

Step 2. If, after what is considered to be a reasonable length of time (i.e. 30 days), you believe inadequate action is being taken to resolve your complaint / concern, the next step is to report the incident to the City Administrator or Mayor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his / her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his / her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time, and place:

- Corroborating evidence
- List of witnesses
- Identification of the offender

Step 3. The supervisor must notify the City Administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior, a report will be made to the City Attorney, who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney, who will undertake the necessary investigation. The City Attorney will report his / her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his / her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Consistent with the terms of applicable statutes and City personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding, or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

DISCIPLINE

General Policy

Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The supervisor and / or the City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process

The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any City employee has a property right to the job he / she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand, including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the City Administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive, or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors, including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due, had the suspension not taken place.

Demotion and / or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the City Administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Salary

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

Dismissal

The City Administrator, with the approval of the City Council, may dismiss a full-time employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards. Part-time, seasonal, or temporary employees may be dismissed by their immediate supervisor without City Council approval.

If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

GRIEVANCE PROCEDURE

Any dispute between an employee and the City relative to the application, meaning, or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within twenty one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, by the employee to the City Administrator within seven (7) days after the supervisor's response is due. The City Administrator or his / her designee will respond to the employee in writing within seven (7) calendar days. The decision of the City Administrator is final.

Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived". If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:

1. Performance evaluations;
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

SEPARATION FROM SERVICE

Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least fourteen (14) days before leaving, unless otherwise specified in an employee contract. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. The employee's termination date must be a day worked, not a paid leave. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Layoffs

Shortage of work or funds, abolition of positions, or other reasons, may necessitate the layoff of positions from time to time. The City Administrator or Department Head shall make layoff recommendations for regular positions to the Newport City Council. A fourteen (14) calendar day written notice will be provided to affected regular employees. The City Administrator or Department Head may lay off or terminate temporary or seasonal employees with no prior notice and without City Council approval.

Severance Pay

Employees who leave the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation and will follow the below schedule for accrued sick leave:

Up to 10 years of service	60% of accrued sick leave
10 to 15 years of service	70% of accrued sick leave
15 or more years of service	80% of accrued sick leave

The payment for accrued sick leave shall be applied toward the Employees Minnesota State Retirement Health Care Savings Plan.

The employee's last pay check and any benefits will be withheld until all City property is returned to their immediate supervisor.

COMMUNICATION RESPONSE

City staff shall check their electronic mail (e-mail) and voicemail at least once per day. If the message requires a response, the response should be sent as soon as possible, but no later than seventy two (72) hours after the call (excluding weekends and holidays). Receipt of a message should be acknowledged within forty eight (48) hours, even if a subsequent response is required.

For absences of one day or longer, the "Out of Office Assistant" shall be used for the e-mail system. This should state what day(s) the employee will be gone.

For absences of one day or longer, the temporary voicemail greeting shall be activated for the voicemail system. This should state what day(s) the employee will be gone and should give callers an option of talking to another staff member.

E-MAIL USAGE

The City's electronic mail system (e-mail) is designed to facilitate City business communication among employees and other business associates for messages or memoranda. Since no computer system is completely secure, the e-mail system is not intended to transmit sensitive materials, such as personnel decisions and other

similar information that may be more appropriately communicated by written memorandum or personal conversation.

The e-mail system is City property and intended for City business. The system is not to be used for employee personal gain or to support or advocate for non-City related business or purposes. All data and other electronic messages within this system are the property of the City.

General Information on Passwords

While you have a confidential password, users should be aware that this does not suggest that the system is for personal confidential communication, nor does it suggest that e-mail is the property right of the employee. The use of the e-mail system is for City business. Passwords should be periodically changed to ensure security of the e-mail system. Users should not share their password with anyone else.

Prohibited Uses

Solicitation of funds, political messages, harassing messages and other such messages are specifically prohibited. All e-mail messages are subject to all state and federal laws, such as, open meeting laws, data practices act, the human rights act, etc.

Retention of E-Mails

Employees, members of the City Council, members of Advisory Boards, and Consultants shall retain all e-mails associated with City business for one month.

Applicability to Employees and Other Users

This e-mail policy applies to all full-time employees, part-time employees, temporary employees, interns, volunteers, and other individuals in all departments who are provided access to the City's e-mail system as necessary for their business purpose with the City.

Employee Termination, Leave of Absence, Vacation, and Other

Employees who are terminated or laid off have no right to the contents of their e-mail messages and are not allowed access to the e-mail system. Department Heads and supervisors may access an employee's e-mail if employees are on a leave of absence, vacation, or are transferred from one department to another department, and if it is necessary for the conduct of business.

System Monitoring

Users expressly waive any right of any privacy in anything they create, store, send, or receive on the company's computer system. The City can, but is not obliged to, monitor e-mails without prior notification. If there is evidence that an employee is not adhering to the guidelines set out in this policy, the City reserves the right to take disciplinary action, including termination and / or legal action.

INTERNET USAGE

Business Use Only

By definition, the Internet is a collection of computers, computer networks, communication protocols, information servers, and personal and organizational information retrieval clients, connected together in a global community. Traffic may cross multiple networks prior to reaching the client destination. The City provides its employees with access to the vast information resources of the Internet to assist them in performing their job duties in an effective

and efficient matter. The facilities to provide Internet access represent a substantial commitment of City resources and therefore, the City has developed this policy to ensure that the Internet is being used appropriately.

The Internet is a business tool to be used exclusively for business purposes, i.e., to communicate with customers and suppliers, to research relevant topics, and to obtain business information. When using the Internet, employees are expected to conduct themselves in a professional manner and to respect copyrights, software licensing rules, etc.

Unnecessary or unauthorized Internet usage takes away from work time, consumes supplies, ties up printers and other shared resources. Unlawful Internet usage may also garner negative publicity for the City and expose it to significant legal liabilities.

This policy covers all files that can be read on a computer screen, including HTML files read in an Internet browser, any file meant to be accessed by a word processing or desk-top publishing program or its viewer, any files prepared for the Adobe Acrobat reader and other electronic publishing tools. Graphics includes all photographs, pictures, animations, movies or other drawings.

Prohibited Use

Inappropriate Internet use includes: transmitting obscene, harassing, offensive, or unprofessional messages; accessing any site that is sexually or racially offensive or discriminatory; displaying, downloading, or distributing any sexually explicit material; transmitting any of the City's confidential or proprietary information, including customer data, trade secrets, or other confidential information.

Monitoring

The City reserves the right to monitor employee use of the Internet at any time and employees should not consider their Internet usage to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

Copyright Restrictions; Permission Required

Any software or other material downloaded into the City's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from a manager is required before introducing software into the City's computer system. Employees may not download entertainment software, games, or any other software unrelated to their work.

No Company Representation

Only authorized employees may communicate on the Internet on behalf of the City. Employees may not express opinions or personal views that could be misconstrued as being those of the City. Employees may not state their company affiliation on the Internet unless required as part of their assigned duties.

Violations of Policy

Any violation of this policy may result in loss of computer access and disciplinary action, including immediate termination.

TELEPHONE USAGE

City Cellular Phone Use

City cellular telephones are intended for the use of City employees in the conduct of their work for the City. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use.

Supervisors may prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Personal Telephone and Cellular Telephone Calls

All personal telephone calls, text messaging, and e-mailing from telephones, are to be done only during breaks or lunch breaks, or when emergency situations warrant. They are not to interfere with City work and are to be completed as quickly as possible. Any personal long distance costs will be paid for by the employee.

All personal calls made by employees on a City-provided cellular phone must be paid for by the employee through reimbursement to the City based on actual cost listed on the City's phone bill.

NEWS RELEASES

Formal news releases concerning municipal affairs are the responsibility of the City Administrator or his or her designee. All media interviews must be approved by the City Administrator before the interview in all situations practicable. All contacts with the media should be reported to the City Administrator as soon as possible.

No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his / her designee.

The Police Chief may issue news releases, speak to the media, or speak on behalf of the City without City Administrator approval in regards to Public Safety matters.

All news releases concerning City personnel will be the responsibility of the City Administrator.

CITY DRIVING

This policy applies to all employees who drive a vehicle on City business, whether driving a City-owned vehicle or their own personal vehicle.

The City expects all employees who are required to drive as part of their job, to drive safely and legally while on City business, and maintain a good driving record.

Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending, or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis.

OUTSIDE EMPLOYMENT

Employees may not engage in outside employment which would conflict with their job or might in any way hinder their objective and impartial performance of their public duties or impair their efficiency on the job.

Employees must not engage in any employment activity or enterprise that is inconsistent, incompatible, or in conflict with his or her duties as a City employee, or with the duties, functions and responsibilities of the department by which he or she is employed.

The following activities are considered inconsistent, incompatible or in conflict with City employment:

- Any employment activity or enterprise which involves the use for private gain or advantage of the City's time, facilities, equipment or supplies, prestige or influence of a City office or employment.
- Activities that involve the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for the performance of an act which the officer or employee would be required or expected to render in the regular course of his or her City employment or a part of his or her duties as a City officer or employee.
- Activities that involve the performance of an act in other than his or her capacity as a city officer or employee which may later be subject directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the department by which he or she is employed.
- Activities that involve so much of the employee's time that it impairs his or her attendance or efficiency in the performance of his duties as a City officer or employee.
- Activities that involve the public employee's use of his or her official authority or influence to compel a person to apply for membership in or become a member of a political organization, to pay or promise to pay a political contribution, or to take part in political activity.

Employees are free to engage in any political activity of their choice provided it does not conflict with information above.

SAFETY

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Reporting Accidents and Illnesses

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

TRAVEL REIMBURSEMENT

Approval

Reimbursement for City business related travel, seminar, and meeting expenses are intended to refund actual costs incurred by employees and elected officials of the City. Employees and City Officials are required to submit itemized receipts in order to be eligible for reimbursement.

All in state and out of state travel must be pre-approved in writing by the City Administrator on prescribed City forms.

Allowable Expenses

Lodging.

Accommodations shall be made at a reasonable cost that is consistent with the facilities available and convenient to the location of the conference, seminar, or meeting attended.

Only costs of single occupancy will be reimbursed. If a double occupancy occurs, the employee is responsible for the additional cost of double over single occupancy.

Lodging costs shall be reimbursable only from the night preceding an event, through the night immediately following such event, unless an additional evening's stay will decrease airfare or lodging costs.

Lodging within the seven county metro area will not be reimbursed.

Any incidental expenses occurred by a spouse or guest attending a conference with an employee must be paid by the employee. Room service and other incidental expenses must be paid for by the employee.

Transportation.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the current allowable Internal Revenue Service rate. Mileage should be documented on forms prescribed by the City and turned in within 30 days of the travel date.

Air transportation shall be coach-class unless such service is unavailable. Reservations are to be made in advance at the earliest date to ensure the lowest possible fares.

Local transportation, such as a taxicab and bus fares to and from the place of lodging / conference are reimbursable if circumstances require such travel. Costs for local transportation not pertaining directly to City business will not be reimbursed.

Meals.

In-state travel allows an employee to spend up to \$45.00 per day on meals. Reimbursement for meals while on authorized travel shall include only actual expenditures including tax and a 15% tip.

Out of state travel will allow employees to be reimbursed for the reasonable cost of meals exceeding \$45.00 according to the cost of living standards applicable to the area.

Costs for alcoholic beverages shall not be reimbursed.

TRAVEL TIME

The following applies only to non-exempt employees, in accordance with FLSA.

Home to Work Travel

Generally, travel from home to work is not work time, no matter how long the commute. The following examples are exceptions to this rule:

- **Travel from home to work after hours:** An employee who has gone home after completing his or her day's work and is later called out to perform an emergency job can claim all time spent on travel as working time.
- **Special one day assignment:** When an employee is given a special 1-day or more assignment in another city and travel is performed for the employer's benefit and at the employer's request, such travel time is considered work time. Regular home to work travel time can be counted as time worked.

Overnight Travel Away From Home

Travel away from home is work time when it happens during the employee's regular work day hours. The time to be considered is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on non-working days.

Example: If an employee regularly works from 8:00 a.m. to 4:30 p.m., Monday through Friday, the travel time during these hours is work time on Saturday and Sunday as well as on the other days. Thus, if travel is overnight and done outside of working hours, the travel time is not compensable.

Time that is spent traveling away from home outside of regular working hours as a passenger on an airplane, boat, bus, or automobile are not considered time worked. However, all time spent driving an automobile in relation to this section must be compensated, except as follows:

- **Public Transportation:** If an employee is offered public transportation but requests permission to drive his or her car instead, the employer may count as hours worked either:
 - (a) the time spent driving the car; or
 - (b) the time he would have had to count as hours worked during working hours if the employee had used the public conveyance.
- **Work While Traveling:** Any work which an employee is required to perform while traveling must be counted as hours worked. An employee who drives a truck, bus, automobile, boat, or airplane, or an employee who is required to ride therein as an assistant or helper, is working while riding. Meal periods and sleep time in adequate facilities furnished by the employer need not be counted.

EDUCATIONAL ASSISTANCE

The City will provide educational assistance to all eligible full-time employees who have completed at least 180 calendar days of service with City Administrator approval. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through the completion of each course.

- Courses must be related to the employee's current job duties or a foreseeable future position in the organization in order to be eligible for educational assistance. The City has the sole discretion to

determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact the City Administrator for more information or questions about educational assistance.

- The City invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee voluntarily separates employment from the City within one year of the last educational assistance payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to 50% of the original educational assistance payment.
- While educational assistance is expected to enhance employees' performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

BENEFITS

Employee benefits stated in this section apply only to full-time employees and specifically exclude seasonal, contract, part-time, temporary, or volunteer employees, except when such groups are expressly included by the provisions of this policy.

Health and Dental Insurance

The City Council will, by resolution, establish from time to time insurance plans that will be provided to eligible fulltime City employees. The employee's insurance coverage will begin on his or her first day of employment.

Life Insurance

Full-time employees will be eligible to receive life insurance coverage through the City upon their first day of employment. The City will contribute premiums for a group term life insurance policy for all eligible employees. Supplemental life insurance may be made available for purchase by eligible employees.

Long-Term Disability Insurance

All employees are covered under Group Long-Term Disability Insurance and have premiums deducted from their paycheck each pay period.

Retirement

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee's Social Security and Medicare withholding).

Workers' Compensation Insurance

The City provides a comprehensive Workers' Compensation Insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits three (3) working days after the injury, or, if the employee is hospitalized, immediately. The employee benefits with two-thirds (2/3) of their average weekly wage for a time period to be determined on a case by case basis, depending on the authorization of a physician.

Employees who sustain work-related injuries or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. The employee's immediate supervisor must file a Supervisor's Report of Injury with the Human Resources Department within forty eight (48) hours following the injury.

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Benefits Continuation (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements, and other life events.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates, plus an administration fee. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan, including information about the employee's rights and obligations.

The length of continuation depends on the qualifying event that applies to the employee's loss of coverage. COBRA beneficiaries generally are eligible for group coverage during a maximum of eighteen (18) months for qualifying events due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage. COBRA beneficiaries generally are eligible for group coverage during a maximum of thirty six (36) months if an individual is not an employee, but is: a separated or divorced spouse or child of a City employee, a surviving spouse or child of a deceased City employee, a child of a City employee, and is no longer an eligible dependent as defined in the City insurance plan, or a dependent who loses dependent coverage when the City employee becomes enrolled in Medicare benefits. Employees that are eligible to receive PERA are allowed to continue health and dental insurance under COBRA indefinitely.

An employee's right to continuation coverage will immediately cease if the employee fails to pay the required premium due. Plan eligibility will cease if: an employee becomes covered under another group plan as a result of employment, reemployment, marriage, or remarriage; an employee, an employee's spouse, or an employee's dependent children become enrolled in Medicare, in which case coverage ceases for each individual so covered; or all City insurance plans under this policy are terminated.

If an employee decides to continue group coverage, the employee must complete an election form and return it to the address shown on the election form within sixty (60) days of the later of the dates identified below, or the employee loses the employee's right to elect coverage:

- a. The date coverage is scheduled to stop; or
- b. The date the election packet is mailed.

Deferred Compensation

Regular full-time employees will be eligible to participate in the deferred compensation plan. Deferred Compensation is a program that allows employees to save and invest for retirement, deferring federal and state income taxes until the employee's assets are withdrawn.

Donated Medical Leave

With the approval of the City Administrator, City employees having accrued sick leave will be allowed to donate a portion of such accrued sick leave to fellow employees experiencing a major life threatening disease or condition suffered by the employee or the employee's minor child. A major life threatening disease or condition shall include, but not be limited to a heart attack, stroke, organ transplant, cancer, or life threatening illness or condition as defined by a physician's diagnosis.

A donation of sick leave from one employee to another shall be subject to the following terms and conditions:

- An employee is only eligible to receive donated medical leave for time lost from work due to a major life threatening disease or condition as described above, equal to the number of hours of time which the employee would lose from his or her job due to the major life threatening disease or condition.
- An employee will be eligible to receive donated medical leave only after the employee has exhausted all of his / her accrued sick leave, compensatory time, and vacation time.
- Employees will be allowed to receive no more than twenty (20) work days, or two hundred (200) hours, of medical leave for any single major life threatening disease or condition, unless otherwise approved by the City Administrator.
- An employee may donate no more than two (2) work days, or twenty (20) hours, whichever is lesser, per calendar year to a single fellow employee.
- A written request to donate medical leave must be made to the City Administrator.
- The City Administrator shall have the right to deny use of donated medical leave or limit its use as shall be determined necessary and in the best interest of the City.
- Donations must be made in one (1) hour increments. For every one (1) hour of sick, vacation, or compensatory time donated by the donor, the recipient will be credited with one (1) hour of sick leave. The pay levels of the two employees shall not affect the transaction.

Employee Assistance Program (EAP)

The City has a contract with a provider whereby the employee can receive diagnostic referral assistance in such areas as parent / child relationships, marital problems, behavior problems, drug and alcohol problems, emotional and mental disorders, financial problems, and personal adjustment difficulties. The service is provided at no cost to the employee. All contact between the employee and the provider is confidential. The employer does not receive information concerning employees as a result of the service.

Flexible Spending Accounts

Regular, full-time employees will be eligible to participate in flexible spending account plans.

Flexible Spending Accounts allow employees to set aside money for certain qualified medical and dependent care costs through a tax-deferred payroll deduction. The program provides for tax-deferred payment plans in health care and dependent daycare expense reimbursement.

All expenses must be qualified medical or benefit expenses, as defined in Section 125 of the Internal Revenue Code. The employee must choose the amount of pre-tax salary reduction for each type of benefit prior to the start of each year plan.

Section 457 of the Internal Revenue Code determines the annual contribution limits for employees. Participation is handled through payroll deduction, providing for a reduction of tax for each pay period.

The plan allows participants to increase, decrease, stop, and restart contributions as often as desired.

Boot / Clothing Allowance – Exempt Public Works Department Staff

All exempt Public Works Department staff shall be entitled to receive boot / clothing items in kind with a value consistent with that of the Labor agreement between the City and the International Union of Operating Engineers (Local No. 49 AFL-CIO) for non-exempt employees.

Uniform Allowance – Exempt Police Department Staff

All exempt Police Department staff shall be entitled to receive uniform items in kind with a value consistent with that of the Labor Agreement between the City and Law Enforcement Labor Services, Inc. (Local #347) for non-exempt employees.

Holidays

The City will grant paid holiday time off to all full-time employees for the following holidays:

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

Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

For non-Administrative employees who are not subject to a collective bargaining agreement, a recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed the following Monday.

For Administrative employees, when a recognized holiday falls on a Friday or Saturday, the employee will earn one floating holiday. If a recognized holiday falls on a Sunday, it will be observed the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave) holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay, plus one-half time for the hours worked on this holiday.

In addition to the recognized holidays previously listed, eligible employees will receive two floating holidays in each calendar year. These holidays must be scheduled with the prior approval of the employee's supervisor. Floating holidays may not be carried over to the next calendar year.

LEAVES

Depending upon the employee's situation, more than one form of leave may apply during the same period of time (e.g. The Family & Medical Leave Act is likely to apply during a worker's compensation absence.). An employee will need to meet the requirements of each form of leave separately.

Except as otherwise states, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Vacation

Regular full-time exempt employees shall earn paid vacation in accordance with the following schedule based on years of continuous employment:

Years of Service	Vacation Accrual
0	100
1	110
2	120
3	130
4	140
5	150
6	160
7	170
8	180
9	190
10	200
11	210
12	220
13	230
14	240
15	250

Vacation accruals shall be based on each employee's anniversary date. Vacation time is paid at the employee's base pay rate at the time of vacation. Employees must have worked at least 1,040 hours the previous year for vacation to accrue.

In the event that available vacation and / or compensatory time is not used by the end of the benefit year, employees may carry eighty (80) hours of unused time forward to the next benefit year with administrative approval.

To take vacation, employees should request approval from their supervisors in advance. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

Sick Leave

Full time employees will accrue sick leave benefits at the rate of one day per month beginning upon the employee's hire. One day shall mean 10 hours for Administration employees and 8 hours for Police and Public Works employees.

Employees must work at least fourteen (14) days in any one calendar month for sick leave to accumulate for that month. Sick leave does not accrue during an unpaid leave of absence.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the following conditions:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy)
- For medical, dental, or other care provider appointments
- When an employee has been exposed to a contagious disease of such nature that his / her presence at the workplace could endanger the health of others
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary
- To take children, including stepchildren, to a medical, dental, or other care provider appointment

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required for verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well, and may be required as a condition to receiving sick leave benefits.

Before returning to work from a sick leave absence of seven calendar days or more, an employee must provide a physician's verification that he / she may safely return to work.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.

Employees will be allowed to accumulate a total of 960 hours of sick leave benefits. Resolution A-93-7 defines sick leave accrual for those employees who, at the date of adoption of the resolution, had accumulated in excess of 960 hours. Only those employees specified will be allowed to keep their accumulated days. All other employees are subject to the maximum 960 hours accrual. If the employee's

benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Employees who are on sick leave or medical leave for more than 30 days are required to turn in all City property. Items will be returned to the employee once they have returned to work.

Administrative Leave

Under special circumstances, an employee may be placed on paid or unpaid administrative leave, depending on the circumstances and as determined by the City Council, pending the outcome of an internal or external investigation.

Adoptive Parents Leave

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

Bone Marrow Donation Leave

Full-time employees to undergo medical procedures to donate bone marrow are allowed a paid leave of absence not to exceed forty (40) hours, unless agreed to by the City. A physician's verification of the purpose and length of the leave is required. If there is a medical determination that the employee does not qualify as a bone marrow donor, paid leave granted prior to the medical determination is not forfeited.

Court Appearances

Employees will be paid their regular wage to testify in court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the City.

Elections Leave

An employee selected to serve as an election judge pursuant to Minnesota law will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least ten (10) days written notice.

Funeral Leave

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. The City defines an "immediate family member" as a spouse, a child, step-child, mother, father, sister, brother, grandparent of the employee or the employee's spouse. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or City Administrator depending on individual circumstances.

General Leave

Full-time employees who have worked for the City for at least 180 days may apply for an unpaid leave of absence for personal or emergency reasons. The granting of such leave will be at the sole discretion of the City and will not be granted for periods exceeding ninety (90) days in duration. The City may, in its discretion, extend such a leave upon written request by the employee, but not, in any event, to exceed a total of twelve (12) months.

Requests for personal leave will be evaluated on a number of factors to ensure efficiency in the conduct of the City business, including employee / department workload and the reason for the leave.

Requests for leave must be made in writing with a full explanation for the leave and, if possible, submitted to the City Administrator fourteen (14) days in advance of the leave date.

An employee on an unpaid leave of absence will be entitled to retain the employee's accrued leave and other benefits. The employee will accrue no sick leave, vacation, holiday, or other benefits for the period of time that the employee is on leave.

Health insurance benefits will be provided by the City to the employee until the end of the month in which the approved personal leave begins. At that time, employees will subject to paying for full costs of the benefits they wish to continue.

If the employee has an unauthorized absence from work promptly at the expiration of the approved leave period, the City will consider the employee to have resigned.

Jury Duty

Regular full-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty to the City in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees are expected to report for work whenever the court schedule permits.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so the City will be able to determine the amount of compensation due for the period involved.

Part-time, temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department head approval. Part-time, temporary, or seasonal employees may keep any compensation they receive for jury duty.

Military Leave

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of fifteen (15) days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years. In calculating the five years of service, inactive duty service, such as drill weekends and annual training, are not counted. An employee is entitled to military leave regardless of whether the military duty is involuntary or the employee volunteered for the duty.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and

benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond thirty (30) days will be at the expense of the employee for up to twenty four (24) months.

When possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. Employees have the option of using accrued vacation during the period of military service. Employees will continue to accrue seniority with respect to employment while engaged in military service.

Parental Leave

The City grants up to six (6) weeks of unpaid parental leave for the birth or adoption of a child. To be eligible for this leave, an employee must have worked half-time for the City for at least twelve (12) consecutive months prior to requesting the leave.

The leave will begin at a time requested by the employee, but must begin within six (6) weeks of the birth or adoption. If the child must be in the hospital longer than the mother, the leave can begin six (6) weeks after the child leaves the hospital. The employee is not required to use sick leave for this absence.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the six (6) week Parenting Leave.

School Conference & Activities Leave

An employee has unpaid leave of up to a total of sixteen (16) hours within a twelve (12) month period to attend school conferences or school-related activities that cannot be scheduled during non-work hours. If the employee's child receives childcare services or attends a pre-kindergarten regular or special education program, the employee may use the leave time to attend a conference or activity related to the employee's child or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours.

When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide the supervisor with reasonable prior notice and make a reasonable effort to schedule the leave so as not to disrupt the operations of the City. The employee may substitute any accrued paid vacation leave or other appropriate leave for any part of the leave.

Sick Child Leave

Employees with children, including step-children, may use their sick leave in order to care for a sick child. The use of sick leave to take care of a child must be used in the same manner as the employee who would use the sick leave for his / her own illness.

Victim or Witness Leave

An employee who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case.

Voting Leave

Every employee who is entitled to vote at any statewide election or any election to fill a vacancy in the office of Representative in Congress is entitled to be absent from work for two hours for the purpose of voting during the

election day without penalty or deduction from the employee's salary or wage on account of such absence. Arrangements must be made with the employee's supervisor at least twenty four (24) hours in advance.

FAMILY & MEDICAL LEAVE

General

In accordance with the Family and Medical Leave Act (FMLA) unpaid job protected leave will be granted to all eligible employees for up to twelve (12) weeks per twelve (12) month period for any of the following reasons:

1. Birth or placement of a child with the employee for adoption or foster care;
2. To care for a spouse, child or parent who has a serious health condition; or
3. A serious health condition that makes the employee unable to perform the essential functions of the position.

In accordance with the law, the following definitions apply:

“Caring” for someone includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

An eligible “child” is defined as a person under 18 years of age (or a person incapable of self-care because of a physical or mental disability) who is a biological, adopted, foster, or step-child, a ward of the employee, or a person with whom the employee is charged with a parent's rights, duties, and responsibilities.

An eligible “parent” includes a biological parent or a person who was charged with a parent's rights, duties, and responsibilities over the employee when the employee was under the legal age, but doesn't include in-laws.

“Serious health condition” is defined in Federal law, but generally includes incapacity requiring absence from work or more than three (3) days that also involves continuing treatment by a health care provider (includes prenatal care).

Eligibility

An eligible employee is one who has worked for the City for a cumulative period of twelve (12) months and at least 1,250 hours during the twelve (12) month period prior to the start of leave.

Length of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of that child.

Leave Year

The 12-month period is calculated by measuring twelve (12) months backward from the start date of the employee's last FMLA leave.

Notice

The employee is to give verbal or written notice to his / her supervisor at least thirty (30) days prior to the date on which leave is to begin or if the thirty (30) days notice cannot be given as much notice as practical.

If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt the City's operations.

Medical Certification

The employee may be required to provide medical certification to support a request for leave because of the serious health condition of a child, spouse, parent, or the employee. The certification is to be completed by the attending physician or practitioner and submitted to the City Administrator within ten (10) days after requested, or as soon as reasonably practicable.

Recertification

Recertification may be required if the employee requests an extension of the original length approved by the City or if the employee's circumstances change. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Intermittent Leave

Leave requested because of a serious health condition of either a family member or the employee may be taken intermittently or on a reduced schedule if medically necessary. All requests for intermittent leave will be evaluated on a case-by-case basis.

The City may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits that better accommodates the intermittent leave than the employee's regular position.

Fitness for Duty Certification

The City may require a medical certificate attesting to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of his / her regular job.

The City Administrator may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the ADA (Americans with Disabilities Act). If a fitness for duty certification is required, the City may deny reinstatement until it is provided.

Job Protection

Employees returning from Family and Medical Leave will be reinstated in their former position or a position equivalent in pay, benefits, and other terms and conditions of employment.

An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated had they not been on leave, the employee would not have the right to be reinstated upon return from leave.

Effect on Benefits

An employee granted leave under this policy will continue to be covered under the City's group health plan under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage. In addition, the employee will be responsible for the employee's portion and the City's portion plus any required

administrative fee for life insurance continuation, if continuation is desired. The City may choose to continue the City's portion if administratively more convenient.

Arrangements for payment of the employee's portion of premiums must be made by the employee with the City. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage, subject to COBRA requirements.

Seniority

Seniority does not accrue during any period of unpaid FMLA except as allowed when the leave is covered by worker's compensation. However, seniority accrued prior to the commencement of FMLA leave will not be lost.

Use of Accrued Paid Leave or Compensatory Time During Family and Medical Leave

During the Family and Medical Leave, employees must use accrued sick leave, vacation leave, and compensatory time prior to taking an unpaid leave unless their medical condition / injury is covered by worker's compensation or the absence qualifies under the state Parental Leave law.

FMLA leave counts as continued service for purpose of retirement and / or pensions plans.

Records Retention

Records on FMLA leave will generally be kept with normal payroll records except that any medical record will be maintained separately as a confidential medical record in accordance with the law.

Failure to Return from FMLA Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued sick leave, compensatory time, or vacation leave that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage.

If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the City Council's approval.

If an employee fails to return from an FMLA leave and is determined to have voluntarily quit as described above, the City may seek reimbursement from the employee for the portion of the insurance premiums paid by the City on behalf of that employee during the period of leave.

Light Duty / Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his / her job due to a temporary disability, he / she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he / she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to work with no restrictions, meeting all essential requirements and functions of the City's job description, along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the City Administrator.

The City may require a medical exam conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

If the City offers a light duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he / she refuses such work. The City will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty / modified work assignment may be discontinued at any time.



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: November 13, 2013

SUBJECT: City-Wide Safety Program

BACKGROUND

In 2011, the League of Minnesota Cities recommended that the City establish a City-Wide Employee Safety Program. The City Council approved the Program at its April 7, 2011 meeting. Through the City-wide Program, staff from each department meets on a quarterly basis to review safety procedures and any accident reports. In doing so, the loss control requirements set forth by the LMC are met and a safer working environment is created.

DISCUSSION

The Safety Committee met September 17, 2013 to review the first reports of injury and the Safety Program. At the meeting it was asked if the Safety Committee needs to meet on a quarterly basis or if it could be as needed. The League recommends that the Committee meet at least quarterly. The League also recommended that the Committee meet immediately following a First Report of Injury if there was any time loss. As such, the Committee recommends that language be added to page six of the Program stating that the Committee will meet on a quarterly basis at minimum. Please find attached a red-lined version of the Safety Program and the draft minutes of the last meeting. Please note that there were no changes to the General Safety Practices. As such, I did not include them in the packet. If you would like to see them, please feel free to contact me for a copy. The next meeting is scheduled for December 4, 2013.

RECOMMENDATION

It is recommended that the City Council approve the attached City-Wide Employee Safety Program as presented.



CITY OF NEWPORT

EMPLOYEE SAFETY PROGRAM

Last Approved by the Newport City Council on November 15, 2012

TABLE OF CONTENTS

Introduction.....	3
Goals & Objectives.....	4
Roles & Responsibilities.....	5
Hazard Identification, Analysis, & Control.....	7
Accident & Injury Reporting.....	10
Communication.....	11
Accident Review.....	13
Safety Committee.....	15
Training Matrix.....	18
General Safety Practices.....	Attached
Personal Protective Equipment Program	
Respiratory Protection Program	
Return to Work Program	
AWAIR Program	
Bloodborne Pathogen Program	
Driving Program	
Emergency Action Plan Program	
Hazard Communication Program Outline	
Forklift Program	

INTRODUCTION

It is the policy of the City of Newport to strive for the highest safety standards for its employees. Safety does not occur by chance. It is the result of careful attention to recognized hazards by all those involved. Supervisors and employees share the responsibility of maintaining a safe workplace. All staff must make every effort to keep accidents at an absolute minimum.

This can be done only by the establishment of sound safety procedures and by an organization dedicated to the prevention of accidents. The City of Newport considers no area of its operation more important than safety and health. Our safety program is designed specifically for the protection of our employees and the general public, and has been developed to ensure compliance with all State and Federal OSHA regulations.

All employees are encouraged to make suggestions that will assist in maintaining safe working conditions, and to bring to the attention of their supervisor any unsafe working conditions. It is through our joint participation that accidents can be prevented, but only you, the individual, can make safety a regular work practice.

GOALS & OBJECTIVES

Goals

1. The City of Newport will provide and maintain safe and healthy working conditions for its employees.
2. The City will establish and follow safe work methods and practices at all times.
3. The City will work to reduce the number of accidents and injuries to a minimum, striving to attain a goal of ZERO accidents and injuries.

Objectives

To meet these goals, the City will:

1. Develop a program that assesses all potential hazards of the worksite and prevents or controls these hazards.
2. Establish time, resources, and personnel to manage safety and health activities within City facilities.
3. Provide safety and health training to supervisors and employees.
4. Ensure that employees are provided with all reasonable safeguards to ensure safe working conditions.
5. Maintain all equipment, tools, and machines in good operating condition.
6. Develop safe work methods and train employees in these methods.
7. Comply with Federal, State, and local laws regarding accident prevention and working conditions.
8. Measure progress using recognized safety performance standards, accident frequency, and accident severity.
9. Budget funds sufficient to provide the required safety materials and training that will attain and maintain a safe workplace as outlined by OSHA and the City.

ROLES AND RESPONSIBILITIES

As partners in the City's Safety Program, we are all expected to be aware of our responsibilities, knowledgeable of safety and health related standards, policies, and work practices, and exercise common sense in safety and health practices.

1. *Employees shall:*

- a. Be active participants in issues of workplace safety and health.
- b. Comply with the Federal, State, and local laws, safety policies, and procedures.
- c. Perform assigned work in accordance with established policies, procedures, and safe work practices.
- d. Identify and properly eliminate or control all potential hazards when performing assigned work.
- e. Act with care and consideration for themselves and others.
- f. Report all job related injuries and accidents immediately to a supervisor.
- g. Use all safety equipment and protective clothing as required.
- h. Be alert to needed improvements in working conditions and equipment, and suggest changes or improvements to their supervisor.
- i. Report all unsafe conditions to their supervisor immediately.

2. *Supervisors shall:*

- a. Promote a culture of safety in the workplace.
- b. Instruct each employee and / or volunteer in the safe and proper manner of performing their job.
- c. Ensure that the needed safety equipment and protective devices are provided for each job and maintained in good condition.
- d. Ensure that all equipment is properly maintained and in good operating condition, and unsafe items are immediately withdrawn from service for repair or replacement.
- e. Take prompt action to correct unsafe conditions and work practices.
- f. Conduct accident and injury investigations to determine root cause and appropriate corrective actions.
- g. Ensure compliance with the City Safety Program in their departments.

- h. Ensure that policies and procedures are established in their departments that are specific to their operations.

3. Safety Committees shall:

- a. Make suggestions or recommendations regarding safety procedures.
- b. Review accident and injury reports to identify and analyze hazards and recommend solutions on a quarterly basis at minimum.
- c. Conduct an annual walkthrough safety inspection of City facilities.
- d. Review accidents both personal injury and property damage as necessary, and make suggestions regarding corrective action.
- e. Identify and communicate specific safety and health related information to the City, supervisors, and staff.
- f. Perform an annual review of the AWAIR program and audit of the City's Safety Program.

4. Safety Liaisons / Coordinators shall:

- a. Initiate and maintain a safety program that is effective and assures each employee and / or volunteer safe and healthy working conditions.
- b. Conduct periodic walk through safety inspections of City facilities.
- c. Be informed of OSHA regulations and work for compliance with the regulations.
- d. Ensure active participation of supervisors and employees and / or volunteers in the maintenance of an effective Safety Program.

5. Compliance:

- a. Health and safety requirements are to be regarded as part of the City policies and procedures. All City employees shall be required to perform assigned tasks in accordance with established safety and health related policies, procedures, and work practices.
- b. Employees violating these safety rules shall be subject to discipline in accordance with union contracts and personnel policies at the discretion of supervisors and the City Administrator.

HAZARD IDENTIFICATION, ANALYSIS, AND CONTROL

A hazard is any condition, act, or event that has the potential to cause injury or illness. Supervisors and staff shall remain alert for, and report, workplace safety and health hazards.

1. *Hazard Identification:*

Methods used to identify workplace hazards include:

- a. Walkthrough Safety Inspections.
 - (1) Walkthrough safety inspections shall be conducted in work areas by the supervisor and / or safety liaisons.
 - (2) All observed hazards will be noted on the General Facility Safety Checklist. The supervisor and / or safety liaisons shall correct unsafe items that can be corrected at the time of the inspection. Hazards that need further attention shall be noted on the form.
 - (3) The supervisor shall be responsible for reporting the status of any hazards or unsafe conditions that have not been corrected during subsequent inspections.
 - (4) The safety committee shall conduct similar walkthrough inspections on a periodic basis. Results will be reported to the supervisor for correction.
- b. Initial Hazard Assessments.
 - (1) Prior to the introduction of new materials, equipment, or work processes, the department introducing the change shall conduct an initial hazard assessment.
 - (2) The assessment shall include a walkthrough inspection of the workplace and a review of employee job duties. Results shall be tabulated as an inventory of workplace hazards.
 - (3) The assessment shall be performed by a qualified individual with the direct involvement of supervisors and employees.
 - (4) Results of the assessment shall be communicated to supervisors, staff, and the safety committee.
- c. Staff Reporting of Unsafe Working Conditions.
 - (1) For unsafe or potentially unsafe conditions that do not require immediate corrective action, staff shall fill out an "Employee Report of Unsafe Condition or Action" report. The individual shall provide specific information on the location, a description of the hazard, and recommendations for correcting the hazard. The completed form shall be given to the individual's supervisor.
 - (2) The supervisor shall investigate the hazard and take whatever corrective action is necessary. A copy of the "Employee Report of Unsafe Condition or Action"

with the supervisor's corrective action shall be forwarded to the safety committee for review.

- (3) Imminent danger hazards that require immediate corrective action shall be reported to the employee's supervisor at once and the supervisor shall take immediate action to correct the hazard. The safety committee may be apprised of the hazard and work with the supervisor in its resolution. Work should not resume until the hazard has been corrected.
 - (4) Malfunctioning equipment or vehicles will be repaired, replaced, or removed from service. Appropriate lockout / tag out devices must be used when equipment / vehicle is removed from service due to an unsafe condition.
- d. Accident / Injury Review. The safety committee shall review accident report, first reports of injury, and OSHA 300 logs to identify trends and highlight potential hazards within the workplace.

2. Hazard Analysis:

Safety and health hazards shall be evaluated to determine severity, root cause, and appropriate corrective actions. Hazard analysis includes the following methods:

- a. Job Hazard Analysis (JHA). A formal job hazard analysis shall be conducted as required to evaluate complex tasks or work processes, severe hazards, and / or recurring accidents / injuries.
 - (1) A JHA shall be performed by the department identifying the specific hazard.
 - (2) The analysis and results will be recorded on the Job Hazard Analysis form and communicated to management, staff, and the safety committee as necessary.
- b. Indoor Environmental Audits. Indoor environmental audits shall be conducted to assess indoor air quality, noise levels, lighting, and / or temperature and humidity as required by workplace hazards and applicable standards.
 - (1) Departments identifying a potential hazard requiring an environmental audit shall notify the safety committee through their supervisor.
 - (2) The safety committee shall evaluate and attempt to resolve the hazard. If the safety committee cannot resolve the hazard, specialized assistance shall be sought.
 - (3) The results of any indoor environment audit, along with any recommendations, shall be communicated to supervisors, staff, and the safety committee.
- c. Hazard Analysis. As safety and health hazards are identified in the workplace they shall be evaluated to determine root cause, severity, and appropriate corrective actions.
 - (1) Hazards identified through walkthrough inspections, staff observations, or accidents / injuries shall be evaluated by the safety committee and involve the supervisor and staff in the applicable department / division.

- (2) Results of the analysis, and recommendations to eliminate or control the hazard, shall be communicated to management and staff.
- d. Personal Exposure Monitoring. Personal exposure monitoring shall be conducted as necessary to evaluate staff exposed to specific workplace hazards, such as noise and airborne contaminants.
- (1) Upon identification of a hazard by walkthrough inspections, staff observations, or accidents / injuries, the safety committee shall evaluate the hazard and arrange for assessment by a qualified individual.
 - (2) Results of personal exposure monitoring shall be communicated to affected supervisors and staff in accordance with applicable confidentiality restrictions.
 - (3) Human Resources shall maintain all employee personal exposure records. Access to, and release of information, shall be in accordance with applicable local, state, and OSHA restrictions and procedures.

3. Hazard Control/Elimination:

Where practical and feasible, safety and health hazards shall be eliminated by changing work processes, materials, and / or procedures in lieu of other control measures. The elimination and control of hazards includes the following methods:

- a. Engineering Controls. Effective engineering controls shall be the preferred method to control safety and health hazards that cannot be eliminated by changing processes, materials, and / or procedures. Recommended engineering controls implemented by the City include, but are not limited to, improvements in ventilation or exhaust systems, guards and barricades, interlocks and other safety devices, installation of enclosures / devices that isolate staff from hazards, and the redesigning of workstations/areas.
- b. Administrative Controls. Administrative controls shall be used to control workplace safety and health hazards when appropriate and feasible. Controls implemented by the City include, but are not limited to, modifying work schedules, implementing safety and health related policies, procedures, and work practices, implementing specific programs such as Hazard Communication, Hazardous Energy Control (Lockout / Tagout), or Confined Space Entry. Additional administrative controls can include providing staff with information and training as required by applicable safety standards, workplace hazards, and employee job duties, as well as posted warning signs, Material Safety Data Sheets, and job briefings.
- c. Personal Protective Equipment. When safety and health hazards cannot be eliminated or controlled by other means, employees will be provided with, and required to wear, suitable personal protective equipment. Personal protective equipment includes, but is not limited to, reflective vests, protective eyewear and face shields, hard hats, gloves, protective footwear, and hearing protection. Personal protective equipment shall be selected based on job need or hazard, and shall be cared for and inspected in accordance with applicable safety standards and manufacturer's instructions.

ACCIDENT AND INJURY REPORTING

1. *Reporting Procedure:*

- a. All accidents shall be reported immediately to the supervisor on duty. If no supervisor is available, the accident shall be reported within 24 hours.
- b. In all cases, the supervisor shall interview the employee and witnesses and complete the Supervisor's Report of Accident / Injury form. In the case of a vehicle accident, the employee will fill out the appropriate vehicle accident report form. In the event of a personal injury, employees will fill out the first report of injury form.
- c. All reports shall be completed and submitted to the supervisor as soon as possible, but no later than the end of the shift. Copies of the accident report shall also be forwarded to the Administration Office, which will then inform the Safety Committee. Copies of Injury Reporting forms shall be forwarded to the Human Resources Department.
- d. If the employee sustains serious injury, the supervisor shall be notified as soon as possible.

2. ***OSHA Recordable Injuries.*** All injuries shall be reported to the Administration Office. The Administration Office shall be responsible for reporting and recording OSHA recordable injuries (including the processing of workers' compensation claims and compilation of the OSHA 300 log) in accordance with applicable regulations.

COMMUNICATION

For the safety program to be effective staff must be able to understand and follow safety rules, identify hazards, use correct work procedures or protective equipment, or work to achieve safety goals. Communicating safety information to staff through training, posters, and other means is fundamental to achieving program success.

1. ***New Employees:***

- a. Supervisors shall provide new employees, full-time, part-time, and seasonal, with a safety orientation specific to their department.
- b. Information provided during the orientation shall include:
 - (1) Information on safety and health-related policies, procedures, and practices.
 - (2) Instruction on identity and nature of workplace safety and health hazards, including hazard control procedures.
 - (3) Instruction on specific job duties, including safe work practices.
 - (4) Instruction on emergency procedures.
- c. New employees shall receive a copy of the employee safety manual as part of the orientation.
- d. Orientation training will be documented and kept on file in each department.
- e. New employees shall receive hands on training on specialized equipment before being assigned to operate the equipment.

2. ***Employee Training:***

- a. All employees shall receive topical and refresher training:
 - (1) On applicable federal and Minnesota OSHA standards and regulations.
 - (2) Upon the introduction of new equipment, chemicals, or changes in work practices.
 - (3) Whenever changes are made to existing procedures or policies.
 - (4) When indicated by hazards in the workplace.
- b. Employee training will be documented and kept on file in each department.

3. ***Safety Talks.*** Supervisors are encouraged to conduct safety talks at the beginning of the work day or prior to the assignment of tasks to highlight:

- a. Topical safety and health related information.

- b. Work site specific hazards and hazard control procedures.
 - c. Hazards associated with non-routine tasks.
4. ***Employee Safety Manual.*** The Safety Committee shall develop and distribute a safety manual to City staff that outlines the safety program, provides information on accident and injury reporting, and details general safety practices. Departments will develop and maintain specific safety practices pertinent to their operations and activities as appendixes to the Employee Safety Manual.

ACCIDENT REVIEW

All accidents are to be investigated. The goal is to identify hazards and prevent future accidents. The primary focus of accident review is to determine the facts surrounding the accident and recommend actions to prevent recurrence.

1. *Types of Accidents:*

- a. A minor accident is one in which the personal injury requires little or no treatment, results in no lost time, or property damage does not require significant repair.
- b. A serious accident is one that results in a fatality, or in a permanent total, permanent partial, or temporary total (lost time) disability.
- c. A close call is an occurrence in which there is no injury or only minor injury requiring only first aid, no significant equipment or property damage, and no significant interruption of productive work, but which possesses a high severity potential for a mishap

2. *Roles and Responsibilities:*

- a. Supervisors shall be responsible for promptly investigating all accidents and injuries within their department to determine root cause and take appropriate corrective actions. The results of any investigation shall be communicated to supervisors, staff, and the safety committee.
- b. The Safety Committee shall review all property damage and personal injury accidents to determine cause, recommend actions to prevent recurrence, and to ensure that prompt preventive or corrective actions are implemented.
- c. In conducting an accident review, the Safety Committee shall:
 - 1) Review the individual's accident report and the supervisor's report of the accident.
 - 2) Evaluate the facts surrounding the accident to include location, time of day, weather conditions, the task being accomplished, and any known hazardous conditions affecting the task.
 - 3) Determine whether the accident was preventable.
 - 4) Make recommendations to management to correct problems, eliminate causes, or improve policies that will help prevent the accident from recurring.

3. *Process:*

- a. Individuals involved in an accident will report the accident immediately to their supervisor.

b. Supervisors will:

- 1) Review the accident with the individual.
- 2) Complete the Supervisor's Report of Accident form and, in the case of an injury, the First Report of Injury form.
- 3) Provide preliminary feedback to the individual to prevent recurrence.
- 4) If possible, resolve the problem on the spot to prevent recurrence.

c. The Safety Committee will:

- 1) Review all accidents in accordance with the Employee Safety Program.
- 2) Review accident reports and information provided by the supervisor, the individual involved in the accident, and any witnesses.
- 3) Develop a sequence of events leading to the accident and decide on the condition, acts, or circumstances causing or permitting the accident to happen.
- 4) Make a final determination of accident preventability.
- 5) Make recommendations on preventive or corrective actions to prevent recurrence.
- 6) Document the accident review and communicate results to the affected supervisor and staff.
- 7) Ensure that prompt preventive or corrective actions are implemented.

SAFETY COMMITTEE

The safety committee's purpose is to develop and implement an effective safety program.

1. Structure:

- a. A safety committee shall meet at least quarterly.
- b. The City shall designate a Safety Coordinator, who shall act as the Chairperson to ensure program continuity, coordinate committee activities, coordinate and present training, and maintain program information.
- c. Committee membership shall reflect job categories that make up City staffing, specifically, administrative, maintenance, emergency services, field staff, and retail sales.

2. Purpose. The Committee shall:

- a. Support the City of Newport safety policies by bringing safety awareness to the forefront.
- b. Facilitate close communication and coordination with supervisors.
- c. Effectively address all employee safety concerns.

3. Objectives. The committee shall:

- a. Review all reports of property damage and personal injury accidents, no matter how minor, to determine probable causes, recommend actions to prevent recurrence, and to ensure that prompt preventive or corrective actions are implemented. This review may be limited to a review of a report made by others who have investigated the accident.
- b. Provide safety-related information for bulletin board posting, and participate in safety instruction programs for the continuing education of all personnel.
- c. Conduct departmental and safety inspections at defined intervals to detect unsafe conditions and practices, hazardous material, or environmental factors.
- d. Discuss safety policies and make recommendations for their adoption by department supervisors. Assist supervisors in implementing approved safety policies and practices.
- e. Use appropriate safety organizations and agencies in the fulfillment of Safety Committee duties.

4. Departmental Safety Committees

- a. Individual departments shall establish safety committees to improve safety awareness within the department, react in a timelier manner to safety issues and concerns, or to

support the efforts of the City Safety Committee.

- b. Departmental safety committees shall meet at least quarterly.
- c. These committees will structure themselves based on AWAIR guidelines and this Safety Program.
- d. Roles and responsibilities within the committee will follow those outlined in this Safety Program.
- e. Safety liaisons from the City Safety Committee shall be a part of the departmental committee. Safety liaisons shall provide a summary of the departmental committee meeting to the City safety committee.

Training Levels:

- Level 1 – General Knowledge. This level imparts basic information to the individual about a standard or program, outlining requirements, general safety procedures, and where to find additional information.
- Level 2 – Process Knowledge. This level imparts detailed information to the individual concerning use and operation of safety equipment and processes or procedures to follow in response to an accident.
- Level 3 – Skilled Knowledge. Imparts information to the individual sufficient to enable them to understand the rationale behind the standard and to be able to perform and complete the requirements of the standard in the performance of specific job tasks.

PROPOSED TRAINING MATRIX				
Standard	Maintenance Staff	Emergency Services	Administrative Staff	Comments
A Workplace Accident and Injury Reduction Program (AWAIR) (MN Statute 182.653, subd. 8)	1	1	1	
Ladders (OSHA 1910.25 and 26)	2	3	1	
Employee Emergency and Fire Prevention Plans (OSHA 1910.38 & 39)	2	2	2	
Vehicle Mounted Work Platforms (OSHA 1910.67)	3	3		
Occupational Noise Exposure (OSHA 1910.95)	1	1	1	Hazard Awareness
Compressed Gases (OSHA 1910.101)	1	1		
Process Safety Management (OSHA 1910.119)	3			Utility Dept
Hazardous Waste Operations and Emergency Response (HAZWOPER) (OSHA 1910.120)	2	3		
Personal Protective Equipment (PPE) (OSHA 1910.132)	1	1	1	Use and Hazard Awareness
Respiratory Protection (OSHA 1910.134)	1	2		Use and Hazard Awareness
Confined Space Entry (OSHA 1910.146)	3	3		Parks/Streets: 2 Police: 2
Control of Hazardous Energy (Lockout/Tagout) (OSHA 1910.147) (MN Rule 5207.0600)	3	1		
Portable Fire Extinguishers (OSHA 1910.157)	2	3	2	
Powered Industrial Trucks (OSHA 1910.178 and 1926.602)	3			Trained and Licensed
Overhead and Gantry Cranes (OSHA 1910.179)	1			Use and Operation

Machinery and Machine Guarding (OSHA 1910.213)	1			Use and Hazard Awareness
Hand and Portable Power Tools (OSHA 1910.243 and 244)	1	1		Use and Hazard Awareness
Welding, Cutting, and Brazing (OSHA 1910.252, 253, 254, and 255)	3			Designated Individuals
Logging (OSHA 1910.266)	2			Designated Individuals: 3
Bloodborne Pathogens (OSHA 1910.1030)	2	3	1	
Hazard Communications (OSHA 1910.1200)	2	2	1	
Employee Right-to-Know (MN Rule, Chapter 5296)				
Excavations and Trenching (OSHA 1926.604)	2	1		Utility Dept: 3
Earth Moving Equipment (MN Rule 5207.1000)	3			

NEWPORT SAFETY COMMITTEE MINUTES



September 17, 2013

Staff Present: Deb Hill, City Administrator
Renee Helm, Executive Analyst
Curt Montgomery, Police Chief
Scott Freemyer, Investigator
Mark Mailand, Fire Marshal
Dean Swearingen, Public Works

1. CALL TO ORDER

Executive Analyst Helm called the meeting to order at 10:04 a.m.

2. REVIEW MINUTES OF THE SEPTEMBER 17, 2012 SAFETY COMMITTEE MEETING

The staff reviewed the September 17, 2012 minutes and did not find anything that needed to be changed. Chief Montgomery stated that he checked with Attorney Knaak regarding signage prohibiting guns on the premises and found that we can place a sign on the door but individuals can still bring guns onto the premises. Executive Analyst Helm stated that Bruce Hanson is working with the City of St. Paul to develop an agreement to contract out water main breaks to St. Paul. The agreement should be going before the City Council in the next couple months.

3. REVIEW FIRST REPORTS OF INJURY FOR SEPTEMBER 1, 2012 - AUGUST 31, 2013

The Committee reviewed four First Reports of Injury for the time period listed above.

The first report involved a Police Officer who was treated for being spat at in the face while escorting and fighting with a suspect. The Committee determined that the Police Officer could not have prevented this from occurring and that it was a unique accident.

The second report involved a Public Works employee who was treated for a sprained wrist. The employee sustained the injury from falling on ice after stepping out of the snow plow. The Committee determined that the employee took all necessary precautions when exiting the truck and that the street was pure ice.

The third report involved a Public Works employee who was treated for a twisted knee. The employee sustained this injury while weeding along the boulevards, he stepped back off of the curb. The Committee determined that the employee should have been aware of his surroundings.

The fourth report involved a Public Works employee who was treated for lower back pain. The employee sustained this injury while climbing down a ladder into a lift station. The employee lost his footing and fell four feet and struck his back on the motor pump. Dean Swearingen noted that Public Work employees should be wearing fall protection devices. Admin. Hill will follow up with Bruce Hanson regarding this.

Executive Analyst Helm will schedule quarterly meetings for 2014.

4. REVIEW EMPLOYEE SAFETY PROGRAM

Executive Analyst Helm noted that the City is supposed to review the Safety Program on an annual basis to determine if anything needs to be amended. Bruce Hanson will be checking with Wells Fargo to see if there were

any changes to the General Safety Practices that they provide information on. The Committee commented on the following:

- Executive Analyst Helm asked if there was a need for the Safety Committee to meet on a quarterly basis if there are no First Reports of Injury and she will check to see if there are any State regulations regarding it. If there is no regulation, the Safety Committee will meet as needed.
- Admin. Hill asked if the City has any incentives for being injury free for a certain amount of time. The Committee stated that there was not an incentive program.
- Admin. Hill will follow up with Bruce Hanson to see if Public Works employees are required to wear safety shoes. The Police Department's policy is that if the City buys a bullet proof vest for a Police Officer they are required to wear it if they're in uniform.

Dean Swearingen discussed whether or not Public Work employees could wear shorts during the summer depending on the job that they are performing. Admin. Hill will follow up with Bruce Hanson regarding this.

The Committee also discussed first aid kits. Every squad car has a first aid kit for trauma. Executive Analyst Helm will purchase a first aid kit for City Hall.

5. ADJOURN

The meeting adjourned at 10:35 a.m.



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: November 18, 2013

SUBJECT: Internal Controls Procedure – Payment of Recurring Bills

BACKGROUND

The City Council recently amended the Internal Controls Procedure Policy to allow City staff to issue payments immediately for recurring invoices and reimbursements to staff. Since the amendment, City staff have identified four more recurring invoices that they would like to add to the list. The four are: Select Account, Holstad and Knaak, Metropolitan Council, and replenishing Petty Cash.

DISCUSSION

Attached is an updated Policy with the four new invoices. With the addition, the list is as follows:

1. Human Resource Payments
 - i. Delta Dental
 - ii. PERA
 - iii. Standard Insurance
 - iv. SW/WC Services
 - v. **Select Account Monthly Fee**
2. IT Payments
 - i. Atomic, excluding overages
 - ii. Century Link
 - iii. Comcast
 - iv. Leaf
 - v. Verizon
3. Utilities Payments
 - i. On-Site Sanitation
 - ii. Tennis Sanitation
 - iii. Xcel Energy
 - iv. **Metropolitan Council Monthly Fee**
4. Public Works, Police and Fire Payments
 - i. G&K Services
 - ii. St. Paul Park Refining
5. **Miscellaneous**
 - i. **Petty Cash Replenishment**
 - ii. **Holstad and Knaak Monthly Fee**

The City Council will need to discuss whether or not the additional invoices should be paid immediately.

RECOMMENDATION

It is recommended that the City Council approve the updated Internal Controls Procedure Policy.

**CITY OF NEPWORT
INTERNAL CONTROLS PROCEDURE**

I. PURPOSE

The City of Newport seeks to balance its internal accounting control in such a way as to ensure public confidence and maintain the integrity of its financial systems and assets, without unduly inhibiting the ability to efficiently carry out its mission.

II. CASH DISBURSEMENTS

A. Goal

The goal in establishing an internal control system for cash disbursements is to safeguard the assets of the city and ensure an appropriate level of fiduciary responsibility.

B. Objective

The objective in meeting this goal is to ensure that cash is disbursed only upon proper authorization of management for valid governmental purposes, and that all disbursements are properly recorded.

C. Procedures

1. **Segregation of Duties.** No financial transaction shall be handled by only one person from beginning to end.
 - a. Payment of all claims shall be authorized by the appropriate department supervisor, the City Administrator, and the City Council. ACH and wire transfers shall be processed by the Accountant/Bookkeeper with authorization from the City Administrator.
 - b. Payments shall be coded by the appropriate department supervisor or the Accountant/Bookkeeper.
 - c. Payments shall be recorded by the Accountant/Bookkeeper and presented to the City Administrator for accuracy and completeness.
 - d. All checks shall be stamped with the signatures of the Mayor and City Administrator by the City Administrator. In the absence of the City Administrator, the Accountant/Bookkeeper can authorize the signatures of the Mayor and City Administrator to be stamped on the checks. All checks shall require two signatures.
 - e. Financial reports and bank reconciliations shall be prepared by the Accountant/Bookkeeper and presented to the City Administrator for review on a monthly basis.
 - f. Properly signed and approved checks shall be mailed by the Accountant/Bookkeeper or the Executive Analyst.

2. Accounting Controls. The following common internal controls relate to paying bills:

- a. All disbursements, except those from petty cash, will be made by pre-numbered check or by authorized ACH withdrawals from designated accounts.
- b. It is not permissible to draw checks payable to Cash.
- c. Under no circumstances will blank checks be signed in advance. A disbursement voucher shall be prepared for each invoice or request for reimbursement that details the date, the payee, the amount, description of expense account to be charged, authorization signature or initials, and be accompanied with related source documents.
- d. Expenditures must be approved in advance by authorized persons.
- e. Reimbursements to City staff and the recurring expenditures listed below shall be paid immediately. The checks will be listed on next available list of bills for the City Council's approval.

1. Human Resource Payments

- i. Delta Dental
- ii. PERA
- iii. Standard Insurance
- iv. SW/WC Services

~~iv-v.~~ Select Account Monthly Fee

2. IT Payments

- i. Atomic, excluding overages
- ii. Century Link
- iii. Comcast
- iv. Leaf
- v. Verizon

3. Utilities Payments

- i. On-Site Sanitation
- ii. Tennis Sanitation
- iii. Xcel Energy

~~iii-iv.~~ Metropolitan Council Monthly Fee

4. Public Works, Police and Fire Payments

- i. G&K Services
- ii. St. Paul Park Refining

5. Miscellaneous

- i. Petty Cash Replenishment
- ii. Holstad and Knaak Monthly Fee

- f. All signed checks shall be mailed promptly by the Accountant/Bookkeeper or Executive Analyst.

- g. The individuals authorized to sign the checks shall review each cash disbursement voucher for the proper approved authorization and supporting documentation of the expense.
- h. Paid invoices will have the check stub attached.
- i. Invoices and requests for reimbursement will be checked for accuracy and reasonableness before approval.
- j. A cash disbursement journal will be prepared that details the date of the check, check number, amount of check, and description of expense account to be charged.
- k. Unpaid invoices shall be maintained in an unpaid invoice file by the Accountant/Bookkeeper.
- l. Advance payments to employees or vendors shall be recorded as receivables in the general ledger.
- m. Expense reports for travel related expenses shall be submitted on a timely basis.
- n. Checks by which claims are paid shall have printed on the reverse side, above the space for endorsement: "The undersigned payee, in endorsing this check order, declares that the same is received in payment of a just and correct claim against the City of Newport, and that no part of such CLAIM has heretofore been paid."
- o. In accordance with M.S. 471.425, subd. 2, claims of the city shall be paid within 35 days from the date of receipt, or as otherwise stipulated by the terms of a contract. Claims not paid with this time frame will be subject to penalty and interest charges assessed by the vendor, as provided for in M.S. 471.425, subd. 4.
- p. Disallowed claims shall be so marked and kept in a file for an appropriate time period.
- q. Credit card purchases shall not be allowed except as legally provided under M.S. 471.382 and by authorization of the City Council.

III. PETTY CASH FUND

A. Goal

The goal in establishing an internal control system for Petty Cash Fund is to safeguard the assets of the city and ensure an appropriate level of fiduciary responsibility.

B. Objective

The objective in meeting this goal is to provide guidelines for use, safekeeping and reporting standards of the Petty Cash Fund, while allowing for small purchases or reimbursements to be made from the Petty Cash Fund.

C. Procedures

1. **Segregation of Duties.** The Petty Cash Fund is available to staff to make small purchases or reimbursements, in cash, for items such as stamps, office supplies, parking, etc. The following guidelines shall apply:
 - a. The Executive Analyst shall be the custodian of the Petty Cash Fund and is the person to make disbursements from the fund. In the absence of the Executive Analyst, the Accountant/Bookkeeper will have limited authority to disburse petty cash funds.
 - b. The custodian of the Petty Cash Fund shall be responsible for reconciling the fund on a quarterly basis at a minimum.
 - c. The Accountant/Bookkeeper shall make the appropriate entries to record the expenses and arrange for replenishment of the Petty Cash Fund.
 - d. The Executive Analyst must approve all withdrawals from the Petty Cash Fund.
2. **Accounting Controls.** The following guidelines will govern the use and keeping of the Petty Cash Fund:
 - a. The Petty Cash Fund will not exceed the amount of \$75.
 - b. The Petty Cash Fund will be kept by the Executive Analyst in a locked box. The locked box shall be kept in a secure place.
 - c. Withdrawals from the Petty Cash Fund will be made only by completing a Petty Cash Voucher. The voucher must state the date and amount of the withdrawal, the reason the cash was withdrawn, the expenditure account to which the expense should be charged, and the name and signature of the person receiving the cash. The voucher shall also contain the signature of the Executive Analyst approving the withdrawal.
 - d. Supporting documentation (receipts, invoices) must be attached to each Petty Cash Voucher.
 - e. Unannounced counts of petty cash and change will be made on occasion by the Finance Officer.
 - f. No staff member shall be allowed to cash personal checks, including paychecks, in the petty cash or change funds of the city.
 - g. Under no circumstances shall staff members be permitted to borrow from petty cash or change funds for personal use.

IV. CASH RECEIPTS

A. Goal

The goal in establishing an internal control system for cash receipts is to safeguard the assets of the city and ensure an appropriate level of fiduciary responsibility.

B. Objective

The objective in meeting this goal is to ensure that all cash intended for the city is received, promptly deposited, properly recorded, reconciled, and kept under adequate security.

C. Procedures

1. **Segregation of Duties.** No financial transaction shall be handled by only one person from beginning to end.
 - a. The Executive Analyst will be responsible for receiving cash payments to the city, whether by mail or in person. In the absence of the Executive Analyst, the Accountant/Bookkeeper or City Administrator may receive cash payments.
 - b. The Executive Analyst will be responsible for reconciling the receipts for deposit on a daily basis.
 - c. The Executive Analyst will prepare the bank deposit.
 - d. A Newport Police officer will deposit the funds at the bank.
 - e. The Accountant/Bookkeeper or the Executive Analyst will record Utility Billing receipts and post the revenue to the general ledger. The Accountant/Bookkeeper will record all other cash receipts in the general ledger.
 - f. Financial reports and bank reconciliations shall be prepared by the Accountant/Bookkeeper and presented to the City Administrator for review on a monthly basis.
 - g. Invoices for city services shall be prepared by the Executive Analyst. An accounts receivable register for utility billing will be maintained by the Accountant/Bookkeeper.
2. **Accounting Controls.** The following internal controls relate to cash receipts:
 - a. All payments to the City shall be accompanied by numbered cash receipt, stating the date of the receipt, the amount of the receipt, a description of the item or service being paid for, and a description of the revenue account the revenue should be allocated to. The receipt shall indicate whether the payment is cash or check. For payments made by check, the check number will be included on the receipt. Cash shall be deposited in the City's bank account.
 - b. Cash Receipts shall be kept in a in a secure place until deposit.
 - c. Cash receipts shall be reconciled on a daily basis by the designated staff person. Any discrepancies shall be reported immediately to the City Administrator.

- d. ACH deposits into the City's account will be recorded by the Accountant/Bookkeeper.

V. CREDIT CARDS

A. Authorized Users and Procedures

1. The City Administrator is responsible for assignment and designation of credit cards or purchasing cards to certain departments to allow for more efficient purchasing and to make purchases at businesses that do not offer open accounts.
2. The City Administrator, Department Heads and Lead Staff are issued and authorized to use a corporate credit card and/or purchasing card to procure goods and services on behalf of the City of Newport as authorized by the City Council. The City Administrator may authorize employees to use a credit card on the City's behalf.
3. The cards may only be used for city-related purchases pursuant to the adopted budget. The corporate credit card or purchasing card is not intended to replace or circumvent the City's Purchasing Policy.
4. Each card holder will be responsible for maintaining accurate and complete records. Use of city credit cards for personal purchases is strictly prohibited. A receipt, or other documentation, of each purchase must be retained and given to the Accountant.
5. The City Administrator or a designee will be responsible for development and administration of credit card and purchasing card procedures.

VI. CHARGE ACCOUNTS

A. Authorized Users and Procedures

1. In certain situations, it may be advantageous to use charge accounts with local businesses and vendors which allow authorized employees to purchase goods and services with periodic (usually monthly) billing to the City. Employees must sign sales slips or other vendor documentation at the time of the sale and submit documentation to their supervisor.

VII. DISCIPLINARY ACTION

Any employee violating this policy may be subject to disciplinary action.



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: November 13, 2013

SUBJECT: Commission Vacancies

BACKGROUND

Each year the City Council revises its annual appointments for items such as official newspaper, inspectors, Council Advisory Boards, and Council Appointed Committees. In October 2013 City staff contacted the following members whose terms expire on December 31, 2013:

- Planning Commission
 - Anthony Mahmood
 - Janice Anderson
- Park Board
 - Mary Ann Newman
 - Tom Aguilar-Downing
- Library Board
 - Nancy Wetsel
 - Jo Bailey
 - Beverly Bartl
- Heritage Preservation Commission
 - Linda Michie
 - Steven Lanz
- South Washington County Cable Commission
 - Virginia Keenan
 - Barb Wilcziek (Alternate)

Of the 11, the following requested to be re-appointed for another three year term: Anthony Mahmood, Planning Commission; Tom Aguilar-Downing, Park Board; Nancy Wetsel, Library Board; Jo Bailey, Library Board; Beverly Bartl, Library Board; Linda Michie, Heritage Preservation Commission; Virginia Keenan, South Washington County Cable Commission; and Barb Wilcziek, South Washington County Cable Commission. Janice Anderson of the Planning Commission, Mary Ann Newman of the Park Board, and Steve Lanz of the Heritage Preservation Commission do not wish to be re-appointed.

DISCUSSION AND RECOMMENDATION

The City Council will need to fill the vacant seats when it approves its annual appointments in January 2014. Per the Park Board By-Laws, there should be five, not six members of the Park Board. As such, staff is recommending that the vacant seat left by Mary Ann not be filled. There is also a vacant seat on the Heritage Preservation Commission in addition to the one created by Steve Lanz. It is recommended that the City advertise the vacancies for the Planning Commission and Heritage Preservation Commission through December 19, 2013 and conduct interviews at a City Council meeting in January.

HOLSTAD & KNAAK, PLC

Attorneys at Law

Frederic W. Knaak*
Wayne B. Holstad**

*Also Licensed in
Wisconsin & Colorado

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

4501 Allendale Drive
St. Paul, MN 55127
Telephone: (651) 490-9078
Facsimile: (651) 490-1580

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

Paralegal
Michelle E. Hagland
mhagland@klaw.us

MEMORANDUM: MONTHLY NEWPORT PROSECUTION REPORT

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: FRITZ KNAAK, NEWPORT CITY ATTORNEY
DATE: November 6, 2013

This past month, our office has represented the City in a total of 72 prosecutions that were followed through to conviction or alternative disposition. They break down as follows:

Arraignments & Rule 8 Hearings: 35
Pretrials: 28
Omnibus Hearings: 6
Court Trials: 0
Jury Trials: 3
Revocation/Plea Hearings/Sentencing: 1

The report from the court Hearing Officer regarding Newport tickets for the month of October is summarized as follows:

Customers	34	
Citations	35	
Charges	49	62.79% Resolved
Disposed	20	
CFD/DUP	7	
Contest/NG	8	
DNQ	8	
Extension	6	
No Guidelines	0	
Parking	0	
Petty Misdemeanor	27	
Misdemeanor	22	

RESOLUTION NO. 2013-56

A RESOLUTION TO PURSUE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES CLEAN WATER GRANT PROGRAM FUNDS FOR SANITARY SEWER LINE REPAIRS

WHEREAS, The City of Newport has been advised by the Metropolitan Council Environmental Services (MCES) that the City allows excessive Clear Water inflow and infiltration (I&I) to be discharged to the Metropolitan Council’s sanitary collection and treatment facilities and that the City may be fined or required to pay additional fees for such discharges; and

WHEREAS, The City of Newport has been designated by the MCES as a high priority area and eligible to receive appropriations from the Clean Water Grant Program for rehabilitation or service line replacement; and

WHEREAS, The City of Newport Ordinance 1010.14 states that “*The property owner shall be responsible for maintenance of the sewer line from any building to the sewer main in the street;*” and

WHEREAS, Elimination of I&I from the service line is considered by the City of Newport to be maintenance of the service and that any costs associated with said maintenance shall be the sole cost of the property owner; and

WHEREAS, Only sewer service laterals that are owned and maintained by the property owner (private, governmental, institutional), between its connection to the municipally owned trunk or lateral system and the first cleanout inside the building shall be eligible for grant reimbursement; and

WHEREAS, There was or will be sanitary service line work performed under the 2013 and 2014 Street Improvements projects and this cost of such work will be the sole responsibility of the property owner.

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

1. All sanitary sewer lateral repair work associated with the 2013 Street Improvement project will be submitted to MCES for eligibility approval for Clean Water Grant Program appropriations.
2. All sanitary sewer lateral repair work associated with the 2014 Street Improvement project will be submitted to MCES for pre-approval for the Clean Water Grant Program.
3. Upon pre-approval, the City of Newport will enter into a standard MCES agreement for fund reimbursement.

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

Motion by: _____, Seconded by: _____

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

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT NO. _____

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

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2013, chapter 137, article 2, section 9, appropriated to the Met Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund" or "clean water fund") for State fiscal years 2014 and 2015, for grants and loans for local sanitary sewer inflow and infiltration reduction ("I/I") programs addressing high priority areas in the metropolitan area as defined in Minnesota Statutes section 473.121, subdivision 2.

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

3. The Grantee is authorized by [statutory or other authority] to receive grants from the Clean Water Fund to protect, enhance and restore water quality in lakes, rivers and streams, to protect groundwater from degradation and protect drinking water sources.

4. On September 25, 2013, Met Council authorized the granting of portions of the appropriation to the Grantees for completion of the grant program, the portion for Grantee defined ahead in this Agreement as "Grantee Program."

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

GRANT AGREEMENT

1. Term of Grant Agreement.

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

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

1.3. **Expiration Date.** The latter of (i) 2 years after final distribution of funds to Grantee; or (ii) until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

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

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

The Grant Funds cannot be used for:

- Normal municipal operating or overhead costs, including such related to the Grantee Program;
- Grantee's own public sewer infrastructure costs, except for: (i) service laterals to connect city buildings to sewer pipes, or (ii) city owned portions of service laterals under right-of-way;
- The cost of studies;
- Engineering costs;
- Planning costs; and
- For equipment, machinery, supplies or other property to conduct the Grantee Program, except for equipment, supplies or other property which is used primarily for the Grantee Program and is specifically listed in **Exhibit A**.

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

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

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

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

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

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

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

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

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

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

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

K. It has complied with the financial responsibility requirements contained in **Exhibit A**.

L. The Grantee Program will be conducted substantially in accordance with **Exhibit A** by the Completion Date as stated in **Exhibit A**.

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

3. Time.

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

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee generally only for sewer service lateral repairs or replacements and foundation drain disconnections as described in **Exhibit A**. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an

eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 **Consideration.** The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period in an amount of up to the prequalified work's grant amount ("Grant Amount"). The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee or subrecipients of any tier in the performance of the Grantee Program. The initial Grant amount to Grantee under this Grant Agreement is _____. The Grantee will be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure set forth in the Grant Amendment Form attached hereto and made a part hereof as Exhibit B. Upon signature by both Grantee and Met Council on Exhibit B this Grant is amended by the amount of increase or decrease approved by Met Council in Exhibit(s) B.

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

5.3. **Payment.** To obtain payment under this Grant Agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by or acceptable to the Met Council. Reimbursement Request/Progress Reports may be submitted once per month after this grant agreement has been executed, but must be submitted at least semi-annually by December 1 and June 1 of each calendar year of the grant period. The Grantee shall describe its compliance with its the financial requirements and construction work completed and specific addresses where work was undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents to the Met Council a Reimbursement Request/Progress Report and an itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

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

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

A. The Met Council shall have received a Reimbursement Request/Progress Report for such amount of funds being requested for which the amounts for each individual site have been pre-qualified by Met Council.

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

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

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

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

7. **Authorized Representative.**

The Met Council's Authorized Representative is:

Name: John Atkins or successor
Title: MCES Manager, Budget
Mailing Address: 390 North Robert Street
St. Paul, MN 55101
Phone: (651) 602-1020
E-Mail Address: john.atkins@metc.state.mn.us

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

The Grantee's Authorized Representative is:

Name:
Mailing Address:
Phone:
E-Mail Address:

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

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

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

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

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

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

9. Liability and Insurance.

9.1 Liability. The Grantee and the Met Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Met Council is governed by the provisions contained in Minn. Stat. Chapter 466 as it may be amended, modified or replaced from time to time. The liability of the Grantee, including but not limited to the indemnification provided under Section 10.2 is governed by the provisions contained in such Chapter 466.

9.2 Indemnification by the Grantee. The Grantee shall bear all losses, expenses (including attorneys' fees) and damages in connection with the Grantee Program and agrees to indemnify and hold harmless the Met Council, its agents, servants and employees from all claims, demands and judgments made or recovered against the Met Council, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Grantee Program whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Met Council, its employees, servants or agents.

Grantee further agrees to indemnify, save and hold the Met Council, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, or any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 11.

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

The Grantee shall maintain or require to be maintained adequate insurance coverage for the Grantee Program in such amounts with such limits as it determines in good faith to be reasonable or in such amounts and with such limits as may be reasonably required for participating cities by the Met Council from time to time.

9.3 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Met Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Grantee Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grantee Program. All personnel of the Grantee or

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

10. Audits.

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

11. Government Data Practices.

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

12. Workers' Compensation.

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

13. Data Availability.

To the extent and as requested by the Council, Grantee agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Grantee Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Grantee Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Grantee Program. The Council will put overall summary information on the internet and will not request that the Grantee put its city information on the web if Grantee receives total Grant funds pursuant to this Agreement in an amount of under one hundred thousand dollars (\$100,000). Grantee understands and agrees that Council may list its name and summary information on the internet or in any other Grantor reporting.

14. Governing Law, Jurisdiction, and Venue.

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

15. Termination.

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

16. Data Disclosure.

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

17. Notices.

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

To the Grantee at:

_____, MN _____
Attention: _____

To the Met Council at:

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

With copy to:

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

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

18. Miscellaneous.

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

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Therefore, the Grantee hereby certifies to the Met Council that there was and is no traditional Grantee sources of funding for the City to help fund one-third (1/3) of the subject I/I mitigation work. Further the City agrees it will inform the Council immediately if other funds for this type of work become available.

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

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

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

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

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

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

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

18.9 Constitutionally Dedicated Funding Accountability. Pursuant to Minnesota Statutes § 3.03, subd. 10, the Grantee shall submit the following additional information as deemed necessary by the Met Council to comply with Minn. Stat. § 3.03 subd. 10, to the Met Council by January 15 of each fiscal year:

- (i) the name of the Grantee Program and a Grantee Program description;
- (ii) the name, telephone number, members of the City Council or equivalent governing body, and e-mail address of the funding recipient and, when applicable, the Website address where the public can directly access detailed information on the recipient's receipt and use of money for the Grantee Program;
- (iii) the amount and source of funding, including the state fiscal year of the appropriation;
- (iv) the amount and source of any additional funding or leverage;
- (v) the duration of the Grantee Program;
- (vi) the number of full-time equivalents funded under the Grantee Program. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088;
- (vii) the direct expenses and administration costs of the Grantee Program;
- (viii) proposed measurable outcomes and the plan for measuring and evaluating the results;
- (ix) for pass-through, noncompetitive grants, the entity acting as the fiscal agent or administering agency and a point of contact for additional information;

- (x) actual measured outcomes and evaluation of Grantee Programs as required under 114D.50, subdivision 4; and
- (xi) education about the areas and issues the Grantee Programs address, including, when feasible, maps of where Grantee Programs have been undertaken;

All information for proposed and funded Grantee Programs, including the proposed measurable outcomes, must be made available on the Web site as soon as practicable. Information on the measured outcomes and evaluation must be posted as soon as it becomes available. For purposes of this section, "measurable outcomes" means outcomes, indicators, or other performance measures that may be quantified or otherwise measured in order to measure the effectiveness of a Grantee Program or program in meeting its intended goal or purpose.

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

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

18.12. General Provisions.

- (i) Grants. The Grantee shall implement this Grant Agreement according to Minnesota Statutes, section 16B.98, and shall account for all expenditures of funds.
- (ii) Lawsuit. This Grant shall be canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- (iii) Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2013 Session Laws Chapter 137, Section 17. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice to Grantee by Council of termination or unavailability of funds, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

19. Default and Remedies.

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

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

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

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

METROPOLITAN COUNCIL

By: _____
Regional Administrator

Date: _____

GRANTEE:

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

By: _____

Date: _____

EXHIBIT A

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**2013 CLEAN WATER FUND INFLOW & INFILTRATION (I&I)
GRANT APPLICATION FORM**

NOTICE TO APPLICANTS: Submission of this application form confirms your city’s intention to participate in the Metropolitan Council Environmental Services (MCES) 2013 Clean Water Fund I/I Grant program (Grantee Program).

Applicants must review the Program design and process details which, along with other valuable information on the MCES Inflow and Infiltration (I&I) Program, can be found at the following link:

[http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-\(I-I\)-Program.aspx](http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-(I-I)-Program.aspx)

Pre-qualification of individual projects is mandatory and becomes the basis for determining initial grant agreement amounts. The pre-qualification information submitted, whether with this form or submitted separately, becomes a part of Exhibit A.

Grant agreements will be sent for signature 1) on December 15, 2013, 2) when your city submits at least 15 pre-qualification requests that meet the requirements for funding, or 3) when the total amount of funding available from the Clean Water Fund has been encumbered, whichever occurs first. Funds are available on a ‘first qualified, first serve’ basis.

MCES will accept and review pre-qualification requests from cities that have completed this application process until all of the funds appropriated in 2013 from the Clean Water Fund have been encumbered. After the initial grant agreement is signed, additional submittals will result in follow up letters from MCES which become part of this Agreement specifying the additional amounts the Council will encumber. Grant agreements include an Exhibit B which is the anticipated letter for readily adding additional pre-qualified projects (assuming funding is available).

CITY NAME: _____

The City’s designated authorized representative (all correspondence and city responsibility regarding participation in the Grantee Program should be should be addressed to individual named below) is:

NAME: _____
TITLE: _____
STREET: _____
CITY, ZIP: _____
PHONE: _____
EMAIL: _____

Please attach a city resolution confirming this individual’s authority and certification that s/he has read the program details documents.

Once a city is approved to participate in the Program, the following information is required for each project submitted for pre-qualification:

- Owner name and building address
- Date and copy of contractor bid/estimate (date we will use in ranking first qualified, first served)
- Type of building (Single Family, Multi-family, Commercial)
- Type of work proposed
- Affirmative statement of the City that the building is in use.

MCES will email the City's authorized representative notification of the funding determination for each project submitted for pre-qualification within 10 working days of submission. This allows your city the option of remitting to property owners with the timing at your discretion and under your terms.

Work must be done and claims for pre-qualified projects must be submitted within one (1) year of contractor bid/estimate, unless, prior to expiration, MCES receives and approves a written justification for extension, including a new proposed completion date.

To receive payment for completed projects, cities must submit a claim (in a format of your choosing) that includes all of the following information:

- Owner name and building address
- Total project cost
- Date of city inspection (to certify work was completed)
- Statement attesting to retention of auditable records

Within 30 days of receipt of claim, MCES will remit to cities in amounts identifiable to specific projects, subject to limits as prescribed by program design and grant agreement (i.e. 1/3 of total eligible project costs to a maximum of \$2,000 per site).

Questions may be directed to the MCES Program Administrator:

John Atkins
MCES Budget Manager
390 Robert Street North
St. Paul, MN 55101-1805
Phone: (651) 602-1020
Email: john.atkins@metc.state.mn.us

QUICK REFERENCE FACT SHEET: I/I Clean Water Fund Grant Program

(this is for reference only; should anything herein be contradicted by the Agreement language, the Agreement terms prevail).

1. Community Eligibility:

a) Communities eligible include:

- The 50 metro area communities eligible under the Public Infrastructure bond grant program offered in 2012(and ongoing)
- In addition, during 2013 and during the grant program any communities that receive an I/I surcharge notice for the first time from MCES and are required to take some action will also be eligible.

b) Communities eligible per (a) above must also must pre-apply and sign a standard Council grant agreement, before any eligible expenses can be submitted for reimbursement. Agreements shall require that communities:

- Entirely pass through grants received (as is being done by MCES).
- Cooperate with pre-qualification requirements of MCES, and screening of eligibility.
- Sign certifications of work done to receive grants.
- Retain records, and cooperate with any audit.
- Do communications with retail applicants.
- Issue plumbing permits for all eligible repairs.
- Report quantitative info of fixes, for MCES reporting to state.

2. Repair Eligibility:

a) Grants are only for non-municipal sewer infrastructure (i.e. municipally owned trunks and lateral pipes, lift stations and other related appurtenances are **not** eligible).

b) A prequalification is mandatory. Retail applicants will submit a dated contractors bid/estimate for the repair to their City.

c) Types of repairs eligible include:

- i. Any rehabilitation or service line replacement, either in part, or in its entirety that is owned and maintained by the property owner (private, governmental, institutional), between its connection to the municipally owned trunk or lateral system and the first cleanout inside the building shall be eligible for grant reimbursement., and
- ii. In addition, foundation drain disconnections will be eligible.
- iii. City owned service laterals under 'Right of Way' qualify subject to all terms and conditions herein as long as the full connection to service line is repaired.

d) The private service line or foundation drain must be active and serving an occupied building.

e) All repairs and replacements must be made with materials and methods consistent with local codes.

- f) The completed improvement must be inspected and found acceptable *by the city* having jurisdiction for said improvements.

3. **Eligible Costs:**

- a. Eligible expenses are for out-of-pocket costs of a repair only, may not include any owner labor costs.
- b. Inspection costs are allowable ONLY if the service line inspected results in eligible repairs.
- c. Eligible expenses are eligible for reimbursement for work inspected no sooner than July 1, 2013.
- d. MCES grants are **1/3 of actual, reasonable and verifiable eligible repair costs**, but limited to \$2000 maximum per site. Note: Given the regional sewer, city sewer and private benefit, a City and private match are proposed so funding would be 1/3 regional, 1/3 municipal, and 1/3 private (if total cost is \$6000 or less). However, the City match is not mandatory (this does not change the MCES grant limit of 1/3 of eligible costs and max of \$2000 per site).

4. **Process:**

- a. Eligible cities need to first apply and be approved to participate in the program.
- b. Monthly, participating cities screen & submit requests in batch for prequalification of individual site work.
 - i. Each individual request must include the following information:
 - Owner name and building address
 - Date of contractor bid/estimate (for use in ranking first come, first served)
 - Type of building (Single Family, Multi-family, Commercial)
 - Type of work proposed
 - City affirmation that the building is being used
- c. MCES reviews technical details and approves by site, within 10 business days. MCES to encumber the amounts prequalified. MCES can only approve up to the full amount of the \$1 million appropriation. If within a month, qualified applications submitted to MCES exceed the amount available, the dates of the contractor bid/estimates will be used to determine the approvals (first qualified, first served) and the remaining projects will be put on waiting list for further funding when available. If there are multiple qualified applications with contractor dates on the same day that cannot be fully funded, MCES will use a random assignment method to select those funded.
- d. Agreements will be sent to cities for signature and, upon return with the first requests for prequalification, signed by Council and executed copies returned to the City.
- e. Cities must notify retail applicants of approval decisions and that the approved amount is the maximum grant from MCES. In addition that following the work completion, that the applicant must submit actual receipts for work to get the rebate.
- f. Cities to send info to MCES, basically certifying that the work was done and records auditable.
- g. Within 30 days, MCES remits to Cities in amounts identified to specific individual site(s). Cities choose when to remit to property owner(s).
- h. MCES to reduce encumbrances. If claims are reimbursed in less than the prequalified amounts, the released funding will become available for next applications in line (by contractor date).

EXHIBIT B

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**2013 CLEAN WATER FUND INFLOW & INFILTRATION (I&I)
GRANT AMENDMENT FORM**

NOTICE TO GRANTEE: Submission of this form is required to modify your city's signed agreement with Metropolitan Council Environmental Services (MCES) 2013 Clean Water Fund I/I Grant program (Grantee Program).

Subsequent to determination of your city's initial grant amount, completion and submission of this form is necessary when: 1) you are submitting additional projects requesting pre-qualification, or 2) when your city has determined that previously approved projects will not be completed, or cost less than the amount for which they were pre-qualified.

You agree you have reviewed the program design and process details which, along with other information on the MCES Inflow and Infiltration (I&I) Program, which can be found at the following link:

[http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-\(I-I\)-Program.aspx](http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/MCES-Inflow-and-Infiltration-(I-I)-Program.aspx)

The process for modifying your agreement is as follows:

1. Your City's designated authorized representative submits Exhibit B to MCES, with an attachment itemizing request(s) for a) pre-qualification of additional projects and/or b) changes to prior prequalified amounts.
2. Upon receipt of signed Exhibit B, MCES's Program Administrator modifies the agreement, simply by inclusion of the Exhibit B in the contract file and sends confirmation of new grant amount to City's designated authorized representative.

These steps will occur electronically and MCES requires City retention of signed documents to be made available upon request.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box. Enter the current grant agreement amount (as MCES approved) in #3 box. Enter the amount to increase the grant amount by in #4 box. This number must agree with itemized project sites as included in the attachment you submit. Be sure to include all required site information. In #5 box, indicate the amount to decrease the grant agreement due to deleting or changing amounts for previously approved projects. Please provide a written detailed explanation that identifies the specific project(s) removed/changed from funding agreement. Enter in #6 box the amount derived from adding adding #3 to #4 and subtracting #5.

1. Date of change request:

2. Change request number:

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

4. Total request for funding for additional projects:

5.Amount due to deleting/changing previously approved projects:

6. New Grant Agreement Amount total requested:

CITY NAME: _____

The detail information on the attached sheets are true and correct to the best of my knowledge, and I request the above changes (sign and date):

MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):

Questions may be directed to the MCES Program Administrator:

John Atkins
MCES Budget Manager
390 Robert Street North
St. Paul, MN 55101-1805
Phone: (651) 602-1020
Email: john.atkins@metc.state.mn.us

RESOLUTION NO. 2013-49

RESOLUTION OF THE CITY OF NEWPORT, MINNESOTA, AUTHORIZING THE SALE OF A FIRE RESCUE VEHICLE FOR AN OFFERED PRICE OF \$10,000

WHEREAS, the City of Newport, Minnesota (hereinafter, "the City"), is a Minnesota Statutory City and may purchase or sell vehicles that are or have been necessary in the performance of its duties and functions; and

WHEREAS, the City owns a fire emergency vehicle (hereinafter, "the Truck"), namely a 1987 Marion Heavy Rescue truck, which was actively used by the City's Fire Department and replaced by a new, more capable vehicle; and

WHEREAS, the City wishes to sell the Truck at a value believed to be at or in excess of its market value so as to return that benefit to the City's taxpayers; and

WHEREAS, the City has received an offer of \$10,000.00 for the Truck from the City of Greenville, Maine (hereinafter, "the Buyer"), which, in the estimate of the City's staff, and the Fire Department, is in excess of the likely value that could be expected to be received if the Truck were to be retained for, and sold at auction; and

WHEREAS, the City Council finds the offer received by the City of \$10,000 to be full and fair value for a vehicle such as the Truck in its current age, condition and history of use, and wishes to sell the Truck to the Buyer at the price of \$10,000.00.

NOW, THEREFORE BE IT RESOLVED that the Newport City Council agrees to sell the aforesaid Truck to the Buyer and authorizes the Mayor and Administrator to execute any necessary contracts on behalf of the City to affect this purpose.

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

Motion by: _____, Seconded by: _____

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

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator