



**City of Newport  
City Council Minutes  
March 19, 2015**

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL -**

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

**Council Absent** –

**Staff Present** – Deb Hill, City Administrator; Curt Montgomery, Police Chief; Steve Wiley, Fire Chief; Renee Eisenbeisz, Executive Analyst; Fritz Knaak, City Attorney; Jon Herdegen, City Engineer;

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

**4. ADOPT AGENDA**

**Mayor Geraghty** - I'd like to add a Mutual Aid Agreement to the Fire Chief's Report for consideration and I would like to move the Engineer's Report to after the Council Reports.

**Councilman Rahm** - Has the Mutual Aid Agreement changed significantly?

**Mayor Geraghty** - No, it was just given to us and I didn't want to add it to the Consent Agenda.

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

**5. ADOPT CONSENT AGENDA**

**Councilman Lund** - I'd like to pull the March 5 minutes.

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

- B. Minutes of the March 5, 2015 Workshop Meeting
- C. List of Bills in the Amount of \$381,808.86
- D. **Resolution No. 2015-4** - Approving a Gambling Application for the St. Paul Park-Newport Lions Club to Conduct Gambling at 396 21st Street on April 25, 2015
- E. Gambling Permit for Newport Firefighters Relief Association for May 15, 2015
- F. **Resolution No. 2015-5** - Accepting Donations for the Period of January 13-March 16, 2015

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

**A. Minutes of the March 5, 2015 Regular City Council Meeting**

**Councilman Lund** - On page 6, it should be "So he needs" instead of "So he knows."

**Motion by Lund, seconded by Ingemann, to approve the March 5, 2015 Regular City Council minutes as amended. With 5 Ayes, 0 Nays, the motion carried.**

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

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

## **8. COUNCIL REPORTS** –

**Councilman Rahm** - Nothing to report.

**Councilman Ingemann** - I attended a Planning Commission meeting last Thursday. Also, gas in South St. Paul is \$2.19 and it's \$2.35 in Newport.

**Councilman Sumner** - I attended a HPC meeting on Wednesday and they have a bold plan of 10 items. There are a couple things I found out that I'd like to share. They'll be celebrating the 150th anniversary of the first railroad built through Newport. There's going to be a volunteer day at the house on 4th Avenue where they'll continue to dismantle it. On May 13, there will be a discussion by Bob Vogel at the Library on early MN explorers. I found out that Newport is named after Newport, New York. I found something else in my reading, in the 1920's, the Pendergast Candy Company accidentally invented fluffy nougat. Soon after, an independent candy maker named Frank Mars from Newport, MN borrowed this recipe and added it to the Milky Way Bar, Snickers, and the Mars Bars. We have a rich history in the food industry because you also remember that Lucy Irish, in the 1840's put 8 cattle on a raft and pulled them from Iowa and set up the first cheese-making operation in Newport and sold them to Pig's Eye or St. Paul. Finally, the Stone Soup Soup-er Bowl is on Saturday, April 18th. It's a good community get-together. You can go to [Stonesoupthriftshop.org](http://Stonesoupthriftshop.org) and get a lane of bowling. It's at the Park Grove Bowling Lanes. You can wear a costume, there will be food, prizes and fun.

**Councilman Lund** - Nothing to report.

## **13. ENGINEER'S REPORT** –

### **A. Former Public Works Site**

Engineer Herdegen presented on this item as outlined in the March 19, 2015 City Council packet.

**Councilman Sumner** - Do we have an isolated cost just for the drainage portion?

**Engineer Herdegen** - We were estimating \$30,000 including storm sewer and a swale. Bedrock is fairly high in that area so carving in a swale will be a challenge.

**Mayor Geraghty** - You're estimating \$170,000 for just the four lots?

**Engineer Herdegen** - Yes and that includes the drainage improvements.

**Mayor Geraghty** - Can we sell them for \$45,000?

**Admin. Hill** - Lots seem to be going for \$32,000-\$35,000 right now.

**Councilman Lund** - Would we need an easement?

**Engineer Herdegen** - Yes and we could define that during the plat.

**Councilman Lund** - So it would make sense to do this before we sell any of the lots?

**Engineer Herdegen** - I think we need to make sure we have a willing developer to make sure this layout would make sense.

**Admin. Hill** - We did have one developer interested. I have spoken with Stacie Kvilvang from Ehler's and she mentioned that she might have a couple developers interested as well.

**Mayor Geraghty** - Tonight is just more informational for us?

**Admin. Hill** - Yes.

**Councilman Sumner** - What size homes could we put on there and what is the potential tax?

**Admin. Hill** - I think a \$200,000 - \$250,000 home is about \$1,000 to the City.

**Councilman Rahm** - I would think a developer would want all of the lots.

**Admin. Hill** - That could be a possibility or part of the agreement.

**Councilman Sumner** - There is no sanitary sewer line on 5th Avenue?

**Engineer Herdegen** - There is no storm, there is sanitary.

## **9. ADMINISTRATOR'S REPORT –**

### **A. Resolution No. 2015-6 - Approving a Variance Requested by Paul Haagenson, 95 7th Avenue, for Property Located at 95 7th Avenue**

Sherri Buss, TKDA Planner, presented on this item as outlined in the March 19, 2015 City Council packet.

**Mayor Geraghty** - How many feet will be between the buildings after the expansion?

**Paul Haagenson, 95 7th Avenue** - There's probably 30 feet. One of the renters has a portable trailer parked there and I recommended that he move that. He would probably park it more towards the big building.

**Mayor Geraghty** - Vehicles can still get back there?

**Mr. Haagenson** - Yes.

**Councilman Rahm** - My only concern is the fire access and you said that's ok?

**Councilman Ingemann** - Yes.

**Mr. Haagenson** - My plan is to get that cleaned up. I'm going to get a dumpster or have people take stuff out of there. I want to get a fence along there as well.

**Councilman Sumner** - When will you start construction?

**Mr. Haagenson** - We're hoping to get started as soon as possible before our season gets too busy.

**Motion by Sumner, seconded by Rahm, to approve Resolution No. 2015-6 as presented. With 5 Ayes, 0 Nays, the motion carried.**

### **B. Proposed Vacation of 9th Street and Parcel Exchange**

Sherri Buss, TKDA Planner, presented on this item as outlined in the March 19, 2015 City Council packet and attached map.

**Mayor Geraghty** - This doesn't affect the William's property at all?

**Ms. Buss** - No, he is north of 9th Street.

**Councilman Lund** - He would get half of the vacated portion.

**Mayor Geraghty** - Do we need that half to make it buildable?

**Councilman Lund** - Does he know he won't get all of it?

**Ms. Buss** - Yes. I've put a 10 foot setback on the map. Mr. William's doesn't know about this yet. Unless we know there's something buildable, I don't know if it's worth going to a public hearing. If you could get Steve Marko to get a survey and figure out if it's buildable that would be a good next step.

**Mayor Geraghty** - What would prevent the City from vacating it and buying the other half from Williams to make it bigger and a buildable lot?

**Ms. Buss** - Nothing. The issue with that is that part of the rationale to the DNR was that we may get better access through the trade for the Mill Pond.

**Councilman Lund** - Has the DNR expressed concern about losing access?

**Ms. Buss** - No but they don't just give up access for nothing. The argument they've heard is that they could get something better with the Mill Pond. I don't know what they would say if we just ask them to let us vacate because no one is using it.

**Councilman Lund** - I think we should try that first because we have two lots that could use it. Let's not give the DNR anything if they're not asking for it.

**Ms. Buss** - So you want the rationale to say that we're asking them to vacate 9th Street because it'll never be used?

**Mayor Geraghty** - Well just take out the rationale that we necessarily want the Mill Pond and then it would leave it open to us to sell the new lot and buy the Mill Pond.

**Councilman Lund** - Have we asked Mr. Marko what he wants for the Mill Pond?

**Ms. Buss** - He wants a trade.

**Mayor Geraghty** - How much would that be worth when he goes to sell it?

**Admin. Hill** - It's a difficult lot.

**Councilman Ingemann** - If we go too long we won't be able to do anything because of the new regulations.

**Councilman Lund** - Worst case is that one of our other lots becomes a river lot.

**Mayor Geraghty** - I would hate to send Mr. Marko down the wrong path and have him pay for a survey and we end up doing something different.

**Councilman Ingemann** - Then the City needs to get it surveyed.

**Mayor Geraghty** - Was it surveyed when we got the lots?

**Admin. Hill** - No.

**Councilman Sumner** - How much is a survey?

**Attorney Knaak** - You can expect about \$1,200-\$1,500.

**Councilman Sumner** - If we vacate 9th and Mr. Williams wants to keep it or wants a lot for it, we'd be stuck.

**Councilman Lund** - If I were him, I wouldn't want a house that close to my yard. We should ask him.

**Admin. Hill** - I'll contact him.

**Mayor Geraghty** - The question is then do we vacate and get it on the tax rolls?

**Ms. Buss** - So the letter will talk more about returning 9th Street to the tax rolls and potentially building a house?

**Mayor Geraghty** - Yes.

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

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

**12. FIRE CHIEF'S REPORT –**

**A. Mutual Aid Agreement between the Fire Departments of Washington County and the Fire Departments of St. Croix County, Wisconsin**

Fire Chief Wiley presented on this item as outlined in the attached. There were no changes to the Agreement.

**Councilman Sumner** - Have you ever had to bring them in?

**Councilman Ingemann** - Stillwater went to Hudson two years ago.

**Chief Wiley** - Yes, Woodbury has as well. They come over here as well. We're less likely to interact with them.

**Councilman Sumner** - I think this is a wonderful example of cooperation.

**Motion by Sumner, seconded by Ingemann, to approve the Mutual Aid Agreement. With 5 Ayes, 0 Nays, the motion carried.**

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

**15. NEW/OLD BUSINESS**

**16. ADJOURNMENT**

**Motion by Ingemann, seconded by Sumner, to adjourn the regular Council Meeting at 6:14 P.M. With 5 Ayes, 0 Nays, the motion carried.**

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

Respectfully Submitted,

Renee Eisenbeisz  
Executive Analyst



**MUTUAL AID AGREEMENT**  
**INCLUSIVE OF: THE FIRE DEPARTMENTS OF WASHINGTON**  
**COUNTY, MINNESOTA (will list each dept) AND THE FIRE DEPARTMENTS**  
**OF ST. CROIX COUNTY, WISCONSIN (will list each dept)**

This Agreement is made pursuant to Minnesota Statutes §471.59 and Minnesota Statutes §438.08 and Wisconsin Statutes §66.0303, Subd. (2) and (3)(b) which authorize the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions during an emergency situation or for designated training activities.

**Section 1. Definitions.**

- a. "Party" means a political subdivision.
- b. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
- c. "Requesting Party" means a party that requests assistance from other parties.
- d. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
- e. "Responding Party" means a party that provides assistance to a Requesting Party.
- f. "Assistance" means Fire and/or emergency medical services personnel and equipment, and any associated and related training necessary to further the purpose of this Agreement.

**Section 2. Request for assistance.**

Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

**Section 3. Response to request.**

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.

**Section 4. Recall of Assistance.**

The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

**Section 5. Command of Scene.**

The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

**Section 6. Workers' compensation.**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

**Section 7. Damage to equipment.**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

**Section 8. Liability.**

- a. For the purposes of Tort Liability, the employees and officers of the Responding Party are deemed to be employees of the Requesting Party.
- b. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.
- c. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in its Home State applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- d. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under the laws of its Home State. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

- e. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.
- f. For the purposes of training, and other than Workers' compensation claims as described in Section 6, the laws of the State where the training takes place will control disputes based upon claims of one party against the other.

**Section 9. Charges to the Requesting Party.**

- a. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 12 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.
- b. Such charges are not contingent upon the availability of federal or state government funds.

**Section 10. Duration.**

This agreement will be in force from the date of execution and shall continue until terminated. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

**Section 11. Amendments.**

Any amendments to this agreement shall be in writing and signed by all parties.

**Section 12. Agreement.**

This agreement contains the entire agreement of the Fire Departments of Washington County Minnesota and the Fire Departments of St. Croix County Wisconsin. Any prior correspondence, memoranda or agreements are replaced in total by this agreement.

**Section 13. Execution.**

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. Each party to this agreement shall maintain a copy of an executed copy of this agreement.

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

**Lower St. Croix Valley  
Fire Protection District**

**City of Hudson**

\_\_\_\_\_  
James Stanton Chairman

\_\_\_\_\_  
Allan Burchill, Mayor

\_\_\_\_\_  
Nancy Korson , City Clerk

**Lower St. Croix Valley FD**

**Hudson Fire Department**

\_\_\_\_\_  
Kris Peterson, Fire Chief

\_\_\_\_\_  
Scott St. Martin, Fire Chief

Dated: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

**STATE OF MINNESOTA**

**STATE OF WISCONSIN**

\_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

## **City of Newport**

---

Tim Geraghty, Mayor

Dated: \_\_\_\_\_, 2015

---

Deb Hill, City Administrator

Dated: \_\_\_\_\_, 2015

---

Steve Wiley, Fire Chief

Date: \_\_\_\_\_, 2015