



**City of Newport  
City Council Minutes  
October 16, 2014**

**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; Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Renee Eisenbeisz, Executive Analyst; Fritz Knaak, City Attorney; John Stewart, City Engineer;

**Staff Absent** –Mark Mailand, Fire Chief;

**4. ADOPT AGENDA**

**Mayor Geraghty** - There are a couple of additions. First, under the Administrator's Report there's a joint powers agreement with Washington County Sheriff's Office for Code Red. Second, John Stewart is going to report on additional sewer charges for certain residences. Finally, under the Consent Agenda, there's an updated Resolution No. 2014-47 on the table so I'll include that in the Consent Agenda.

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

**5. ADOPT CONSENT AGENDA**

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

- A. Minutes of the October 2, 2014 Special City Council Meeting
- B. Minutes of the October 2, 2014 Regular City Council Meeting
- C. List of Bills in the Amount of \$960,732.82
- D. **Resolution No. 2014-47** - Accepting Donations for the Period of August 19-October 9, 2014 as amended
- E. Gambling Permits for Capital City Strutters

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

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

**7. MAYOR'S REPORT –**

**Mayor Geraghty** - I just wanted to announce that Buckthorn Days is a week from Saturday at 9:00 a.m. at the Bailey School Forest.

**8. COUNCIL REPORTS –**

**Councilman Gallagher** - Nothing to report.

**Councilman Sumner** - Nothing to report.

**Councilman Rahm** - Nothing to report.

**9. ADMINISTRATOR'S REPORT –**

**A. Joint Powers Agreement Between the Washington County Sheriff's Office and City of Newport**

Admin. Hill presented on this item as outlined in the attached. The City's annual fee would be \$270.

**Councilman Rahm** - I think it's money well spent.

**Motion by Geraghty, seconded by Gallagher, to approve the Joint Powers Agreement between the Washington County Sheriff's Office and City of Newport. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.**

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

**11. POLICE CHIEF'S REPORT -**

**Chief Montgomery** - At the last meeting, Councilman Gallagher asked about our numbers for the Towards Zero Death Initiative. We had 170 hours worth of overtime funding for that, there were 311 traffic stops, 240 violations issued and 9 arrests. We would like to see two traffic stops per hour, we average 1.75 and the State averages 0.5. St. Paul Park had 1.5, Bayport had 1.5, and Oak Park Heights had 1.25.

**Councilman Gallagher** - Does that include when our officers go to Bayport or Hugo?

**Chief Montgomery** - Yes. There were two saturations in Newport that brought in extra officers and we went outside four times. We brought in more cops during those two than the four times we left.

**Mayor Geraghty** - What period of time is that from?

**Chief Montgomery** - October to October.

**Mayor Geraghty** - Is the time split up pretty evenly?

**Chief Montgomery** - They have to take a special class and it's optional. Right now, we have three officers and two have to take a seat belt class yet.

**Admin. Hill** - Deb mentioned that one officer does 80 to 90% of the time.

**Councilman Sumner** - That's by their choice?

**Chief Montgomery** - Yes, we're not going to force them.

**Councilman Sumner** - Are the arrests for DUI's?

**Chief Montgomery** - Yes, they were all DUI's.

**Councilman Gallagher** - Did we figure stuff out for next year?

**Chief Montgomery** - At this time it's on hold until we figure things out.

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

**13. ENGINEER'S REPORT –**

**Engineer Stewart** - Quick update on the street project, we've had a successful year. Most of the blacktop should be down by next Friday. We have about 20% of the restoration done. There is one issue that I would like to bring to your attention. Before we did this project, we televised all of the sewer lines and determined that a number would need to be replaced. As we went through the project we had the contractor re-televising the areas and there were eight properties that needed much more work than had originally been intended and two properties that didn't need work at all. Of the eight, six had no sewer repairs on their original assessment and the other two had increased work. We have three choices to recover the costs. First, we can send them a bill and tell them to pay it right away. Second, we can reopen the feasibility hearing. Finally, we can send them a letter saying that they can pay it off within 30 days or put it on their assessment. If they want to put it on their assessment they need to waive an appeal. We propose to send the letter next week. The properties that are affected are:

- 2255 Larry Lane
- 870 Ford Road
- 1090 Ford Road
- 2080 8th Avenue
- 785 18th Street
- 812 18th Street
- 825 18th Street
- 793 21st Street

The amounts vary from \$756 to \$3,700. I'm suggesting that staff send out a letter and give them the option of paying within 30 days or sign the waiver and put it on their assessment.

**Councilman Sumner** - Did we give them any indication that there would be extra charges?

**Engineer Stewart** - Yes.

**Councilman Rahm** - We televised them and didn't find this?

**Engineer Stewart** - The first one we did didn't show a problem. The second one, they did a better job of getting up the service lines and it became clear that there was an issue.

**Councilman Sumner** - What lesson can we learn from that?

**Engineer Stewart** - The second time around the lines were cleaner and the company wanted to show us that they did everything correctly.

**Mayor Geraghty** - What caused the second televising?

**Engineer Stewart** - We wanted to go back where we did a main line repair to make sure we didn't break any other lines. That was part of the agreement.

**Councilman Sumner** - So they repaired the main line and then had to open the ground back up to repair the service line?

**Supt. Hanson** - On some of them. Four of them happened as we were working on them.

**Engineer Stewart** - The issue is that we became aware of these problems after we started and the ordinance states that homeowners are responsible for the costs associated with fixing it.

**Councilman Rahm** - How much is the total of these extra repairs?

**Engineer Stewart** - Probably around \$11,000.

**Councilman Sumner** - So these are on top of their assessments?

**Engineer Stewart** - Yes. For example, Pickerign had an assessment of \$2,400 and the additional sewer work was \$1,823 so his assessment is going up from \$2,400 to \$4,223.

**Councilman Sumner** - Will it be divided into tenths?

**Engineer Stewart** - It will be added to the assessment over the ten years.

**Mayor Geraghty** - If they don't sign the waiver is it a lein on the property?

**Attorney Knaak** - Yes.

**Mayor Geraghty** - So if they sign the waiver, it'll be added to their assessment roll. They have the letters all drafted, they're just informing us.

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

**Councilman Gallagher** - How's the salt supply?

**Supt. Hanson** - We have purchased ours already and received half of it so far. We should be set. They were at last year's prices.

#### **15. NEW/OLD BUSINESS**

#### **16. ADJOURNMENT**

**Motion by Geraghty, seconded by Rahm, to adjourn the regular Council Meeting at 5:50 P.M. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.**

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

Respectfully Submitted,

Renee Eisenbeisz  
Executive Analyst

**JOINT POWERS AGREEMENT BETWEEN THE WASHINGTON COUNTY SHERIFF'S  
OFFICE AND THE CITY OF NEWPORT**

**THIS AGREEMENT** is made by and between political subdivisions organized and existing under the Constitution and laws of the State of Minnesota. Washington County a political subdivision by and through its Sheriff's Office (hereinafter "Provider") and the City of Newport Minnesota, a municipal corporation, (hereinafter referred to as the "City") are the parties to this agreement.

**WHEREAS**, both political subdivisions through their law enforcement agencies manage threats to public health and safety.

**WHEREAS**, Minnesota Statutes Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting parties.

**WHEREAS**, The Provider has entered into a contract with Emergency Communications Network for the purpose of providing a Mass Emergency Notification System also known as Code Red.

**WHEREAS**, The provider has agreed to purchase 150,000 minutes from Emergency Communications Network for the purpose of sending Mass Emergency Notifications to home, business or cell phones.

**WHEREAS**, the Provider has agreed to purchase the Mass Emergency Communication system to assist agencies within Washington County provide necessary emergency and non emergency mass notifications.

**WHEREAS**, The City is in need of having the ability to communicate with the public in a timely fashion during both emergency and non emergency situations.

**WHEREAS**, At the request of the City, the Provider is willing to provide a Mass Emergency Notification System.

**NOW THEREFORE**, Pursuant to the authority contained in Minnesota Statute Section 471.59. commonly known as the Joint Powers Act which authorizes two or more governmental units to jointly exercise any power common to them and /or Minnesota Statutes Sections 626.76 and in consideration of the mutual covenant herein contain and the benefits that each party hereto shall derive hereby the Provider and City agree to the following terms and conditions.

## **PURPOSE**

The purpose of this joint powers agreement is set forth in the recitals contained in the above whereas clauses which are incorporated by references if fully set forth herein.

## **CITY'S RESPONSIBILITIES**

1. When needed, the City's representative shall be able to utilize the Mass Emergency Notification Communication System by notifying the Washington County Sheriff's Office 911 PSAP for Emergency Notifications. Emergency Notifications are those that are related to public safety as defined in the Code Red Policy. The 150,000 minutes purchased by the provider will be used for all Emergency Notifications at no additional cost to the City.
2. The City agrees to pay the Provider \$270.00 for the purpose of purchasing its proportionate share of 150,000 Emergency Notification minutes per year.
3. The City will conform to any Policy developed by Provider related to the use and maintenance of Code Red.
4. The City's representative shall be responsible for determining the content of any Emergency Notification message in addition to the geographic area the message is to be sent.
5. The Washington County 911 PSAP Center personnel will assist in preparing Emergency Notifications as defined in the Code Red Policy and will be responsible for initiating the call procedures through Code Red at the direction of the City's authorized representative.
6. The City's representative will be responsible for sending any General Notifications, as defined in the Code Red Policy, through a web based server. General Notification minutes used will be paid by the City to the Provider at an additional contracted rate of .25 per minute. Those funds will be retained by the provider for the sole purpose of purchasing minutes on the Code Red System.
7. For every additional year this agreement is extended the Provider will invoice the City at a rate of \$270.00 per year for emergency notification minutes.

8. City will be responsible for the payment of additional year(s) extension upon receipt of the invoice from the Provider.

### **PROVIDER'S RESPONSIBILITIES**

1. Provider agrees to enter into a contract with Emergency Communications Network for the purchase of 150,000 minutes of the Code Red Mass Notification System in 2012.
2. Provider will develop a policy related to the use and maintenance of the Code Red System.
3. Provider will assign an employee as the Code Red System administrator.
4. Provider agrees to train the 911 PSAP personnel in the operation of the Code Red System.
5. Provider agrees to train the City representative in the use of the Code Red System.
6. The Provider will test the Code Red System to ensure the system is operating properly.
7. The Provider will monitor the number of minutes used by all agencies to ensure there is sufficient number of minutes available in the event of an emergency.

### **TERM OF AGREEMENT**

The initial Term of this Agreement shall be from January 01, 2015 and ends December 31, 2016, the date of the signature of the parties notwithstanding, unless earlier terminated in accordance with the termination clause. After the initial Term, this Agreement will automatically renew for three additional one year periods with the final termination date of December 31<sup>st</sup> 2019, unless the automatic extension is cancelled by the City in accordance with the termination clause.

### **PAYMENT**

The City shall pay the Provider within 30 days of being invoiced for the City's annual portion of the Code Red System or for any General Message minute usage.

### **INDEPENDENT CONTRACTOR**

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the City as the agent, representative, or employee of the Provider for any purpose or in any manner whatsoever.

## **ASSIGNMENT**

The City shall not assign any services contemplated under this agreement.

## **RECORD DISCLOSURES/MONITORING**

Pursuant to Minn. Statute 16C.05 SUBD. 5, the books, records, documents and accounting procedures and practices of the contractor relevant to the contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate. The contractor agrees to maintain and make available these records for a period of six years from the date of termination of this agreement.

## **INDEMNIFICATION**

- a. The City agrees it will defend, indemnify and hold harmless the Provider, its officers and employees against any and all liability, loss, costs, damages, and expenses which the Provider, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the City in the performance of this agreement.
- b. The liability of the parties under this agreement shall be governed by Minnesota Statutes section 471.59 subdivision 1a. Each party to this agreement shall be liable for its own acts or omissions and shall not be liable for the acts or omissions of any other party to this agreement.

## **INSURANCE REQUIREMENTS**

The City agrees that in order to protect itself, as well as the Provider, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Maintain membership and participation in the Minnesota League of Cities Trust or Commercial General liability Insurance with contractual liability coverage in the amount of the City's and Provider's tort liability limits set forth in Minnesota Statute Section 466.04 and as amended from time to time.
2. Automobile coverage in the amount of the City's and Provider's tort liability limits set forth in Minnesota Statute Section 466.04 and as amended from time to time.
3. Worker's Compensation in statutory amount.

Prior to the effective date of this Agreement, the City will furnish the Provider, with certificates of insurance as proof of insurance. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the Provider.

## **DATA PRACTICES**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the contractor, because of this agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data privacy.

**TERMINATION**

- a. Provider may cancel this Agreement with or without cause at any time upon giving a 30 days written notice to the City Administrator or designee. The City may cancel this Agreement with or without cause at anytime upon giving a 30 days notice to the Washington County Sheriff or designee. No monies paid will be refunded to the City upon termination of this contract.
- b. During the initial or subsequent term if the City does not want to exercise the automatic one year renewal, it must provide written notice of such to Provider at least 90 days prior to December 31<sup>st</sup> of the current year.
- c. If Provider does not renew its contract with Emergency Communication Network for 150,000 minutes of the Code Red Mass Notification System for years 2017, 2018 and or 2019, the Provider will notify the City 30 days prior to December 31st 2016, December 31st 2017 or December 31st 2018 respectively.

WASHINGTON COUNTY

NEWPORT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
County Board Chair

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
County Administrator

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sheriff

Approved to as form:

Richard H. Johnson

Asst County Attorney