



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
AUGUST 6, 2015 – 5:30 P.M.**

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

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

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes of the July 16, 2015 Regular City Council Meeting
 - B. Minutes of the July 16, 2015 City Council Workshop Meeting
 - C. List of Bills in the Amount of \$111,965.03
 - D. Gambling Permits
 - E. **Resolution No. 2015-26** - Accepting Donations for the Period of July 14 - August 3, 2015
 - F. Agreement between the City and Washington Conservation District for the 2016-2018 East Metro Water Resource Education Program
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR'S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR'S REPORT
 - A. **Public Hearing** - To consider, and possibly approve an Alley Vacation between 2nd and 3rd Avenues and 8th and 9th Streets
 1. **Resolution No. 2015-27** - Approving an Alley Vacation
 - B. Building Inspections Agreement with Cottage Grove
10. ATTORNEY'S REPORT
11. POLICE CHIEF'S REPORT
12. FIRE CHIEF'S REPORT

Agenda for 08-06-15

13. ENGINEER'S REPORT

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- | | | |
|--------------------------------|-----------------|-----------|
| 1. Pioneer Day | August 9, 2015 | |
| 2. Planning Commission Meeting | August 13, 2015 | 6:00 p.m. |
| 3. City Council Meeting | August 20, 2015 | 5:30 p.m. |
| 4. Park Board Meeting | August 27, 2015 | 6:30 p.m. |



**City of Newport
City Council Minutes
July 16, 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; Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Steve Wiley, Fire Chief; Renee Eisenbeisz, Executive Analyst; Fritz Knaak, City Attorney; Jon Herdegen, City Engineer; Sherri Buss, TKDA Planner

Staff Absent –

4. ADOPT AGENDA

Mayor Geraghty - I'd like to move the Engineer's Report to right after the Council reports.

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

5. ADOPT CONSENT AGENDA

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

- A. Minutes of the June 18, 2015 Regular City Council Meeting
- B. Minutes of the June 18, 2015 City Council Workshop Meeting
- C. List of Bills in the Amount of \$606,647.70
- D. Publication of Ordinance No. 2015-4
- E. Agreement between the City and Municode
- F. Liquor License for Lions Annual Picnic
- G. **Resolution No. 2015-16** - Accepting Donations for the Period of June 15- July 13, 2015
- H. **Resolution No. 2015-17** - Authorizing the Mayor and City Administrator to Apply for and Execute an Agreement between the DNR and City for Acquisition of Properties Along Cedar Lane
- I. **Resolution No. 2015-18** - Amending the 2015 Fee Schedule

With 5 Ayes, 0 Nays, the motion carried.

6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

7. MAYOR'S REPORT –

Mayor Geraghty - I wanted to congratulate the Fire Department on a successful Booya. I know they sold out again and had a lot of compliments.

8. COUNCIL REPORTS –

Councilman Rahm - I also went to Booya and enjoyed it and wanted to thank Tom for being the voice of Booya.

Councilman Ingemann - I was also at Booya. This is an observation and comment that I would like to make, it has come to my attention that certain public officials don't read the letters they are sent or don't understand the words that in the letters. I'm really disappointed. When you send public officials a letter, they should acknowledge it or reply. I was also at the Planning Commission.

Councilman Sumner - I attended the parade and Booya. By the time we got there, there was no Booya for sale and it was very disappointing. I wish you would look at that in the future. I talked to a lot of people and think a lot more could be sold. I brought my granddaughter and she picked my pocket to play games. I was also at the HPC Meeting and we talking about the Johnson house. We also talked about the Mission Building, which is the oldest log cabin in MN. We would like to look at doing more to preserve it because it won't last forever. We may be bringing some requests forward. I also learned that Harriet Bishop was one of the first school teachers in MN. It has been noted that the roof on the train tower is in rough shape and I'm wondering if that's in the works to be replaced.

Supt. Hanson - Yes, I'm receiving quotes as we speak.

Councilman Lund - The parade was good and more Booya sounds good to me.

13. ENGINEER'S REPORT –

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

Engineer Herdegen presented on this item as outlined in the July 16, 2015 City Council packet.

Councilman Sumner - Are we expecting one of the three?

Engineer Herdegen - I think the 2nd is a long shot. I think the City can show that they've put a lot of cost towards that first project. I think something out of that is feasible.

Councilman Sumner - Does it make any difference that it's been mandated?

Engineer Herdegen - We've made that point very clear.

Admin. Hill - We're not the only city that's applied for I&I money. It's an extensive list, anyone can apply for it.

Councilman Sumner - So it's been mandated across the State?

Councilman Ingemann - The Met Council has demanded that we do this.

Councilman Sumner - So the Met Council can put that demand on cities?

Admin. Hill - Yes.

Councilman Lund - The Met Council mandate isn't as bad as it was since we only have to spend 25% of our annual sewer fee so it's not hanging over our heads like it was because when we complained, they said there was a limit to how much they can make us spend.

Admin. Hill - Yes.

Councilman Lund - The more impending issue is that we have I&I that's so bad, our sewers are backing up. We shouldn't have a hard time spending up to that mandate. The question I have is how does \$7 million compare to more traditional ways to stopping this? It sounds like a really big number.

Engineer Herdegen - It is. To compare it with what we just finished, we paved maybe 10% of the City streets and some sewer repairs and that was about \$4.5 million.

Councilman Lund - What part was the sewer repair? It's not efficient to spend \$7 million if we can do it for \$3 million, especially if we can do street improvements.

Engineer Herdegen - You'll still spend money to repair the streets. The 10% is how many streets we improved. The \$7 million would be a lining project for 70% of the town. If we were to do the streets in 70% of the town, it would a significant cost.

Councilman Lund - Let me back up and ask it differently because you're skating around it. If we were to replace the streets anyway, how much extra does it cost to dig them up and fix the sewer?

Engineer Herdegen - I don't have a cost.

Councilman Lund - You don't know how that \$4.5 million was spent?

Engineer Herdegen - Our project is broken down and I can provide that number, I don't have it off-hand.

Supt. Hanson - To me, \$7 million would do another 20% of the City if we did streets and everything.

Councilman Lund - Personally, with our stormwater troubles, we should be discussing if we need street improvements in other areas. I'm far from convinced that this liner thing works so it's a little premature to kick in \$7 million into the project, it hasn't worked yet right?

Engineer Herdegen - It hasn't shown yet.

Councilman Lund - We have unique problems but we're kind of at the frontend of this and spending \$7 million on something that doesn't work doesn't make sense. Back to the other part, but why do we think a 3 foot liner will work better than the original liner in the mainline?

Engineer Herdegen - In the repairs we've made, we've seen the majority of root infiltration between the clay pipe and cast iron service pipe so we would cover that joint with the 3 feet.

Councilman Lund - We have an unique problem of a flow of water between the liner and clay pipe and it's going to follow the 3 feet and pop out at the end right?

Engineer Herdegen - They put a gasket at the end of the liner so that doesn't happen.

Councilman Lund - Just to summarize, I'm a strong advocate of doing this in small steps before we do it all over.

Mayor Geraghty - We can tweak the way the project proceeds. On the Maxwell property, is that including the purchase of the right-of-way, easements, and land?

Admin. Hill - Yes.

Motion by Ingemann, seconded by Geraghty, to approve Resolution No. 2015-25. With 5 Ayes, 0 Nays, the motion carried.

9. ADMINISTRATOR'S REPORT –

A. Public Hearing - To consider, and possibly adopt, amendments to Chapter 5, Alcoholic Beverages

The Public Hearing opened at 5:49 p.m.

Executive Analyst Eisenbeisz presented on this item as outlined in the July 16, 2015 City Council packet.

The Public Hearing closed at 5:50 p.m.

Councilman Sumner - Is this being asked for by one location?

Executive Analyst Eisenbeisz - Councilman Lund had asked for staff to look into.

Councilman Lund - And I received a request.

Councilman Sumner - It's something that's happening in other cities? We recently had that Sunday sales.

Executive Analyst Eisenbeisz - Yes.

Councilman Rahm - And the growlers are only for the malt liquor that they make correct?

Executive Analyst Eisenbeisz - Yes.

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

B. Application from August Ventures for a Rezoning and Conditional Use Permit for Property Located Along Hastings Avenue, north of Ford Road

Sherris Buss, TKDA Planner, presented on this item as outlined in the attached memo and amended Resolution No. 2015-20. Resolution No. 2015-19 was not amended.

Noreen Mooney, 770 Ford Road - I live right across from it and it would be nice if they could compensate the nature part and ensure there is adequate tree coverage, enough trees are put in and the right type of trees to shade it. I didn't hear anything about what type, how many, how tall they are. Just so it's appealing, the more trees, the merrier. I thought pine trees because they don't have any leaves and would be less maintenance.

Troy Kingore, 780 Ford Road - Thanks for giving me time to speak. I did speak pretty extensively on Monday about this area about the view, trees, buffer, protection of the neighborhood from storms. I understand that whatever construction goes there, the trees will be gone. I am for the development in Newport, I want August Ventures to be successful, I just want some limitations because it's difficult to correct something once it's been in place. It's the conditional permit of the semi's that will be sitting there. It's a 24-7 operation, there haven't been any restrictions on business hours, are the trucks going to be running constantly? We would hear that. It's not only the traffic but the trucks that are running. He's stated that he doesn't know who will move in there. Are there trees on the side to protect the noise from the loading area. I'd like you to deny the CUP tonight and send it back to the Planning Commission for further thought. As was stated, it came up pretty quick. I want good thought put into this. I want more discussion with the neighborhood. Quite a few of them said they didn't get the letter. There is a 500 foot rule for mailing, how many people were mailed this letter? Were only four people sent this letter? There was a comment that only 1 person came and talked at the Planning Commission meeting. There are three neighbors here now, that's a large percentage depending on the actual mailings. What are these real numbers, how many were asked. I talked with people outside of the mailing area and they weren't happy about this. I'd like to go back and read this and see if it's familiar to you "Newport is primarily a residential community and its strength is the people who live within the City. Newport is a small river community with residential streets bordered by large

trees, which wind their way along the river's edge and the bluff lands. Newport's small town persona is retained within its people and its physical environment even though it is within a 15 minute commute to St. Paul and Minneapolis." Does that sound familiar? That is on the front page of your website and the first point made in your strategic plan. Please think of the people. I want the people to be happy here.

Admin. Hill - One thing that did come out at the Planning Commission meeting was about planting trees around the pond. I spoke with Bruce about that and he has had a couple requests for that.

Mayor Geraghty - Do we know how many notices were sent out?

Executive Analyst Eisenbeisz - I don't have the exact number but it looks like over 30 people were sent notices and it was in the paper.

Supt. Hanson - I've had a request for trees along that pond. We are looking at replacing trees so we'll look at this area. I would prefer not to put pine trees because they act as a snow fence but there is something we can do.

Mayor Geraghty - I have some issues as well with hours of operation and noise regulations. Do we know if the trucks have back-up alarms. I can hear them across the River.

Ms. Buss - You can restrict hours if you wish. The Planning Commission discussed that and felt that since the trucks are on the back side of the very large building, their feeling was not to restrict hours of operation.

Councilman Ingemann - You won't hear them. The building will block it.

Mayor Geraghty - Will the trucks have back-up alarms? I'm just hesitant to give carte blanche up front and would like to be restrictive and open it up once we know what type of businesses are coming in.

Ms. Buss - The list of typical businesses is in your staff report. They are sort of small manufacturing, distribution, medical assembly, etc.

Mayor Geraghty - My concern is if it's going to 24-7 and there's a delivery at 3:30 a.m., will there be an alarm?

Supt. Hanson - I don't believe on a semi.

Mayor Geraghty - So we could put that in there and it wouldn't be an issue.

Ms. Buss - You could add a condition about no trucks with alarms after 10 p.m. The other option would be to require the new back-up alarms that don't generate as much sound.

Mayor Geraghty - I know those sounds carry quite a bit. What about refrigerated trucks?

Ms. Buss - The list of typical uses doesn't include anything that would use a refrigerated truck.

Admin. Hill - I believe there are refrigerators in the Fritze building and we haven't had any complaints on that.

Mayor Geraghty - I'm for the project and just want to protect the residents as much as we can upfront.

Ms. Buss - To help people understand about the proposed landscaping. They're proposing a staggered row of spruces between the parking lot and pond. They'll typically be between 4 and 6 feet tall when they go in. The idea is to screen the parking lot. It'll take the trees a while to screen the building. They'll also be keeping the existing vegetation where the property dips to the south.

Councilman Sumner - I live right there and did get a letter. I do have a concern about the noise but if these

trucks are going to be on the north side of this building that is 30 feet tall, that will reduce the amount of sound tremendously. I would be concerned if I heard the sound of back-up beepers. I would like to be able to know that this building can go forward and not be held up by something like this. I would be more comfortable if we had something on the hours of noise rather than hours of operation.

Ms. Buss - And I think that's what the Mayor was getting at.

Councilman Sumner - Is there an option to turn the beepers off?

Kevin Haley, 3025 Bailey Road - The trucks are so random, you can't suggest that they can't send a truck there with a backup so you're putting restrictions on the business owner. Trucks don't operate on the weekend or after 5, they're all 8 to 5. The business probably won't have someone there to welcome a truck during the middle of the night. That site is as shaded from noise as you could want. They've done an excellent job. More restrictive will make it hard for him to fill it. Plus, will we be able to enforce it. I've had a few trucks over 15 years on Bailey during the middle of the night and have talked with the trucker and they turned it off.

Councilman Ingemann - Mr. Crawford who lives on top of the hill was at the meeting and wasn't concerned about the noise. He's more concerned about the lighting.

Councilman Rahm - I would think that the highway noise would dominate. That's what I hear.

Mr. Kingore - As I was walking around last night, we did listen. We're used to the highway noise. A semi going down the highway, you'll hear tire noise. It's when they speed up, slow down, go up the hill, back up, that's what they'll be doing in the parking lot. I did not speak to the individual specifically but I was told there were complaints about the semis at Fritze and I did specifically talk with a neighbor who can hear them two blocks away. This CUP is giving them use, if you have concerns about not being able to enforce something, why issue it? In the CUP request, under traffic and roads, they state 550 trips per day and that it can't be verified until the occupants are known so he can't say how many will be there. Is there a restriction on how many trucks can come and go? There was talk about the hours of operation at the Planning Commission. Is this 24-7? In his request, "I anticipate this building will be utilized during typical weekday hours." It does not say anything about 24-7 operation. "However there is likelihood that this could be used by medical clinic or complementary retail businesses that may have typical retail hours." That's the last sentence in that paragraph. He's stated twice, typical work hours, he's never stated 24-7 operation. Trucks going in and out of the day won't impact as many people. The exhaust will roll to the neighbors. I just want this fully vetted before it's issued.

Councilman Ingemann - I'm glad Cemstone didn't get in there when they wanted to.

Ken German, 801 Ford Road - This building is going to be right in my yard. When the City pushed the ravine on us, they said they'll put trees in there and make it beautiful. A four foot spruce going against a 30 foot building is nothing. You can't tell me they can't put taller trees there. They can. Nothing is going on the east side of the building. Is the maintenance road, Mr. Hanson, going to stay there?

Supt. Hanson - Yes.

Mr. German - Can anything be planted there.

Supt. Hanson - We own the property where the maintenance road is. We wouldn't plant anything along the maintenance road.

Mr. German - They'll put a parking lot there, so that's what I'll see.

Councilman Ingemann - It says proposed wall. It's a north-south wall on the east side.

Mr. German - What type of wall? Noise is a big issue. That's really going to come to my yard. 30 feet is a big building. Do we not have enough. Another issue, I remember a while ago, we didn't need any more car lots, now we have used car lots all over Newport and now we're going to put this big building. What will people think when they come into Newport?

Joe Sullivan, on behalf of August Ventures - That's a retaining wall and won't go above grade.

Brian, Kinley-Horn Engineering on behalf of August Ventures - It'll be approximately 7 feet in height with the parking lot sitting lower. We are planting evergreen trees to the east and north. Due to the grades in that area, we can't get trees along the east retaining wall.

Mayor Geraghty - How would you mitigate potential noise issues?

Mr. Sullivan - This site is set up to mitigate the traffic noise to the extent that it drowns out the noise from the interchange. It's a sizeable building. I anticipate businesses being done during regular work hours. To the extent you start putting restrictions on hours of operation or anything else, that impedes my ability to compete. I would ask you to consider that when considering restrictions. I have to decide whether to move ahead based on that.

Councilman Sumner - I saw that the building would be constructed with nice materials. Can you expand on that so people understand that it won't be an eyesore?

Mr. Sullivan - It's all masonry. You need to build an attractive building so we have guidelines in place. The design and curb appeal needs to address potential tenants. We haven't finalized designs yet but you look around the metro and they're very attractive. That will be the portion of the building that will be facing the south.

Mayor Geraghty - What would be the worst-case scenario on deliveries overnight if we left it wide open?

Mr. Sullivan - That would require a big speculation. We don't have businesses going throughout the night at any of our buildings.

Mayor Geraghty - Do you have restrictions on those buildings? Any CUP's?

Mr. Sullivan - I don't believe so. We've never run into an issue with municipalities in regards to hours.

Tami Mitchell, 925 Ellen Court - How many of your other buildings are in residential areas?

Mr. Sullivan - It varies, some are in industrial parks. Our biggest asset is on Shoreland Drive on Lake Minnetonka that is surrounded by condos and homes.

Mrs. Mitchell - Do you ever receive any complaints for those?

Mr. Sullivan - I haven't but that doesn't mean the cities haven't. We live in the city, people come and go, business is conducted, we're not in the middle of the country. It's an urban area, there's noises and people conducting businesses. The site is going to get developed regardless. This is a fantastic project, the site works out perfectly for it. I don't know what else I can do to lessen your concerns.

Mayor Geraghty - I would just ask that if there are any issues in the future that you would address them.

Mr. Sullivan - As any responsible business owner would.

Mrs. Mitchell - When all of the redevelopment came and we lost our trees from the pond, it became very noisy and I'm further up the road. So noise is an issue. I also know light can be a big factor. I'm just letting you know that further up the road, it is noisy where I live so just be careful with that. I'm not against the development of that

but I agree with Troy, really think about this and consider it because once it's done, it's done.

Councilman Lund - Do we need to close the public hearing?

Councilman Ingemann - There was no public hearing.

Councilman Rahm - This changes the zoning back to where it was?

Councilman Ingemann - Yes.

Motion by Ingemann, seconded by Sumner, to approve Resolution No. 2015-19 as presented. With 5 Ayes, 0 Nays, the motion carried.

Councilman Sumner - I'll make a motion to approve the CUP with the conditions as proposed:

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

Councilman Ingemann - The lighting needs to point down.

Ms. Buss - That's in your zoning ordinance already.

Councilman Sumner - I'm right in this neighborhood so these decisions will impact me just as much and I hope the applicant understands the concerns and I believe they have been addressed. I think it'll be a win-win situation.

Councilman Rahm - The Planning Commission looked at this and didn't see any issues with noise?

Councilman Ingemann - They had a lot of conversation around it.

Ms. Buss - They heard the same concerns you did and felt that the location of the building and where the trucks are will address the noise. Also, that it's very appropriate given the highway location, size of site, and the fact that there won't be any residential development here.

Councilman Ingemann - With the power lines running through it, this is the best you can do.

Ms. Buss - Yes and this was zoned business for a long time. This is probably the best use that can be developed on this site.

Councilman Sumner - Also, we had changed the zoning to provide for residential development and nothing happened.

Councilman Rahm - I do share concerns of how our city will look but I do think this will look very nice to be competitive. Sometimes, you have to start anchoring things. The worst things you can have is when businesses leave and you have vacant buildings. When you look at our tax base and the limited opportunities we have, this is a pretty good deal for Newport. I can't find a better use for it.

Councilman Lund - Yes, I think the value is significant enough to where it will make a difference to the City finances so it's not just a small project that doesn't warrant support.

Mayor Geraghty - I agree with everything that was just said, I just hope that if there are any issues, that you'll deal with them as they come forward.

Councilman Rahm - If the residents hear noise, we will hear noise.

Mayor Geraghty - I think it's a good project.

Motion by Sumner, seconded by Ingemann, to approve Resolution No. 2015-20 as presented. With 5 Ayes, 0 Nays, the motion carried.

C. Resolution No. 2015-21 - Approving a Minor Subdivision for Property Located at the Corner of 2nd Avenue and 9th Street

Sherri Buss, TKDA Planner, presented on this item as outlined in the July 16, 2015 City Council packet.

Councilman Sumner - Because these are typical-sized lots, they can put a home similar to the ones we've seen built lately?

Ms. Buss - Yes.

Councilman Lund - I think they last time we talked about this we had talked about splitting it the other way, what happened.

Admin. Hill - We were never going to split it the other way. That was a different parcel.

Councilman Lund - I misunderstood. So by splitting it this way, one has a view of the River and the other doesn't. I would question if that's the highest use of the split.

Admin. Hill - They would need to have a shared driveway.

Councilman Lund - They have the alley?

Councilman Sumner - I thought it was vacated.

Executive Analyst Eisenbeisz - It will be on the August 6th agenda for vacation.

Supt. Hanson - If you split it the other way, there would need to be an easement for utilities as well and I don't know about the grades for that distance.

Councilman Ingemann - This is after 9th Street is vacated right?

Councilman Lund - No, these are different lots.

Mayor Geraghty - Is there a view of the River?

Admin. Hill - In the wintertime, if they position the houses right.

Mayor Geraghty - Who decided to split it this way?

Admin. Hill - Well there would need to be an utilities and driveway easement. These are conforming lots for R-1.

Councilman Lund - Would it make sense to reach out to a developer?

Admin. Hill - There is someone who wants all four of the lots.

Councilman Lund - And they want them split this way?

Admin. Hill - This is the most logical way.

Councilman Lund - Unless the view of the River is worth something.

Councilman Sumner - Should we explore this more with the developer?

Admin. Hill - I had already talked with someone and they said we could get two houses. If they wanted to, they could do a lot line adjustment afterwards. It's an administrative procedure.

Ms. Buss - Yes, I think this makes sense with utilities.

Councilman Sumner - If a single developer came in, he could maximize it by going east-west.

Admin. Hill - Yes, he would need to go through the process of the lot line adjustment.

Supt. Hanson - It would increase his costs because there's rock there for sewer and water.

Councilman Lund - I think we'll maximize the value by making an association with River access and slips. I understand there would be significant expense with flipping these, but getting River access with slips would maximum it. I'm not convinced that saving \$10,000-\$20,000 in lot cost, wouldn't be made up with the view and access.

Mayor Geraghty - Do you want to withdraw and have them look at further options?

Ms. Buss - I think if someone wants to do that, they can with a lot line adjustment.

Councilman Lund - Why are we doing this now?

Admin. Hill - Because then a developer wouldn't have to go through this process and it's easier to market.

Councilman Sumner - Can we control the extra cost?

Councilman Lund - That's for blasting the sewer and water. They would need to pay for that.

Ms. Buss - It's a couple hundred dollars for a lot line adjustment and a subdivision is more.

Councilman Sumner - I don't see a need to pull our motions.

Motion by Rahm, seconded by Sumner, to approve Resolution No. 2015-21 as presented. With 4 Ayes, Lund Voting Nay, the motion carried.

D. Resolution No. 2015-22 - Declaring Certain Property Located at 1635 Century Avenue to be a Hazardous Building and Ordering its Removal by its Owner or Declaring the Same City's Intention to Abate the Structure by its Removal and Assessing the Costs of that Removal

Admin. Hill presented on this item as outlined in the July 16, 2015 City Council packet.

Councilman Sumner - We would then take the building down? And the property owner hasn't responded?

Admin. Hill - Yes.

Executive Analyst Eisenbeisz - Yes, I've contacted the bank and property management company. They've just asked that I notify them of tonight's decisions.

Councilman Sumner - Ok and there's no way it could be restored?

Supt. Hanson - No.

Councilman Sumner - Would it become the City's property?

Admin. Hill - No.

Councilman Lund - And we'll recoup the cost?

Admin. Hill - Yes.

Councilman Sumner - So we'll have a vacant lot?

Admin. Hill - Yes. It's a couple acres. They have their own water and sewer, which would be capped when we demolish it.

Supt. Hanson - Yes, they would need to install new ones.

Councilman Sumner - Why can't we keep the old ones?

Supt. Hanson - It's State Law. The well is not good regardless. The residents that did live there got their water from Loveland Park.

Councilman Sumner - Could we turn that into more than one lot?

Admin. Hill - No, there's a two acre minimum.

Councilman Ingemann - It's not up to us.

Motion by Geraghty, seconded by Sumner, to approve Resolution No. 2015-22 as presented. With 5 Ayes, 0 Nays, the motion carried.

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

Executive Analyst Eisenbeisz presented on this item as outlined in the July 16, 2015 City Council packet.

Councilman Ingemann - We said the host has to be present and have knowledge, but if the kids have a party and aren't home, they should still be liable correct?

Executive Analyst Eisenbeisz - That is up for you to discuss.

Councilman Ingemann - I was thinking about it and thought that the parents should still be responsible for it.

Executive Analyst Eisenbeisz - That's what most social host ordinances say.

Councilman Ingemann - I would like it back in.

Councilman Rahm - That's the opposite of what we wanted.

Councilman Ingemann - I know but the kids will have a heyday when the parents are gone.

Councilman Rahm - What happens if someone catches kids on my property that are partying and I don't even know about it.

Councilman Lund - The current ordinance cuts it in the middle where it say's "know or reasonably should know." I think that would address both issues. It gets to be a constitutional issue and I don't think some of these ordinances aren't constitutional because it goes beyond the control of the person who would be held criminally liable. There's civil liability.

Attorney Knaak - It's a criminal negligence statute. It's someone not exercising appropriate control over something that they should be. That is not an uncommon criminal charge. The civil liability is another part of this. From the perspective of law enforcement, the language you have now guts it. I think they're more interested in something that is where a parent allows that situation to occur on their property. You cannot do that, which is what the ordinance does here and requires the parent to know what's going on and allows it to happen. This would create a crime for doing that. This would deal with the one that buys the keg or is actively there and present.

Executive Analyst Eisenbeisz - Subd. 1 hasn't changed at all, it's Subd. 3 that's changed. It used to read " A person who hosts an event or gathering as described in subsection (1) above does not have to be present at the event or gathering to be criminally responsible" Now it's "A person who hosts an event or gathering as described in subsection (1) above does not have to be present at the event or gathering to be criminally responsible." That's where the change is that you requested.

Councilman Lund - Ok.

Councilman Rahm - My thing is that they have to be knowledgeable. I know kids will do a lot of stuff and I don't know how you can hold parents responsible for what their kids do.

Attorney Knaak - I would say that this would not be unconstitutional, the way it's written.

Councilman Lund - That reasonably should know is a negligence standard?

Attorney Knaak - Yes.

Councilman Rahm - I'll agree to what is written.

Councilman Sumner - Summarize what we're trying to do here.

Attorney Knaak - What you're doing is creating a criminal act on part of a parent or property owner that allows for underage consumption knowingly, while they are there.

Councilman Sumner - So it wouldn't apply to a parent that doesn't know? I would support that.

Attorney Knaak - Knowingly means knowingly. The civil liability could happen.

Councilman Lund - Ours requires the host to be present and says "reasonably should know." If you're upstairs, you can't say that you didn't know. We don't limit a host to a parent, guardian, or adult, it could apply to a 13 or 14 year old. Is that something we want to include?

Attorney Knaak - You're right.

Mayor Geraghty - I don't think it should be limited to parents.

Councilman Lund - So there could be a scenario where a 13 or 14 year old host has friends that are drinking but they aren't so they would be held liable.

Mayor Geraghty - They're hosting the party.

Motion by Geraghty, seconded by Rahm, to approve Ordinance No. 2015-5 as presented. With 5 Ayes, 0 Nays, the motion carried.

10. ATTORNEY'S REPORT -

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

Attorney Knaak presented on this item as outlined in the July 16, 2015 City Council packet. The Joint Powers Agreement is for information sharing and electronic sharing. The Agreement allows the City to use information from the BCA subject to confidentiality requirements. This Agreement is necessary for the City to participate in the new system.

Councilman Sumner - Is this voluntary?

Attorney Knaak - No. We can petition but the Chief Judge has made it clear that that would only be granted in exceptional circumstances.

Councilman Rahm - Has anyone tried to do this?

Attorney Knaak - Yes, it's happening all over the place.

Councilman Rahm - Does anyone not want to do this?

Attorney Knaak - No and I don't see why they wouldn't other than a concern about hacking. I have to believe it's for the better in the long run.

Councilman Rahm - Yes but I want to make sure it's secure and correct.

Chief Montgomery - The Police Department had a similar agreement about five years ago for e-charging, my guess is it's the same thing.

Councilman Sumner - Are there charges for us to be a part of this? When we had to go to the same radio frequencies, there were tremendous charges.

Councilman Ingemann - I'm sure there will be.

Chief Montgomery - We haven't been charged for e-charging and I think it's because it's saving them personnel.

Attorney Knaak - There may be circumstances where there might be some but I couldn't tell you what that would be.

Councilman Sumner - The Department of Revenue went to e-filing years ago and there was a lot of concern but it's working very well.

Motion by Sumner, seconded by Ingemann, to approve Resolution No. 2015-23 as presented. With 5 Ayes, 0 Nays, the motion carried.

Attorney Knaak - The other thing I have is an update on the Quade matter. We are in litigation on the Quade issue which is a request to eliminate a right-of-way that a City has down there to gain access to the rail right-of-way for emergency purposes and a potential avenue for a water loop. We are set to mediate, which we are in the process of doing. The City's objective has always been to maintain that access for public safety purposes. We have engaged in the mediation process with an eye in mind that if we can gain access through an easement as well as allowing us to use that in the future for a water main and that's the direction we're going.

Councilman Lund - Don't we need room for a semi between the fence and rail?

Attorney Knaak - That's the public safety issue that we're concerned about. The focus of the City has always been that public safety is paramount. For reasons unknown to me, St. Paul Park, which owns the other half of the road, vacated that easement even though they were aware of this litigation. We could still reach a resolution that would but they made it a little more difficult. We drafted a letter to them in light of our position and their own concerns about public safety and I'm baffled that that's what they decided to do. The letter requested that they hold off and they decided not to. I think they should reconsider at the next Council meeting.

Mayor Geraghty - I think ultimately, they want to close the crossing there. I think that's the motivation.

Councilman Sumner - Is that the crossing that was being discussed with the Governor?

Councilman Rahm - Yes.

Mayor Geraghty - They can't close it without us. Could we make it a one way going in or do anything with it?

Attorney Knaak - What we've been in the process of doing is defending the access. They wanted to get rid of the City's interest and we said no. We're in a position now where it's not in the City interest to have a road there if everything that the City wants, we get, without having a public right-of-way.

Councilman Lund - We made that clear when this first came up so it's frustrating that it ended up in court. If we're being reasonable, I don't see why we have to go beyond that.

Mayor Geraghty - The point tonight is if we want Fritz to draft a letter and attend a St. Paul Park meeting to request that they reconsider.

Councilman Sumner - Could the mediator overturn their decision?

Councilman Ingemann - No.

Attorney Knaak - In the best situation, we'll get St. Paul Park to back off and get a solution and everyone will get what they want or need. I don't think it was very smart of Mr. Quade's representatives to not agree to put it off while we were waiting for a resolution. Getting beyond that, I think the idea is that once we have a solution that gives the City access, St. Paul Park's problem is resolved.

Mayor Geraghty - Is there any argument that St. Paul Park abandoned it?

Attorney Knaak - Actually, no. They can't abandon it because their half of it is registered property and once you have a Torrens certificate, it can't be abandoned.

Motion by Ingemann, seconded by Geraghty, directing Attorney Knaak to draft a letter and attend a St. Paul Park City Council meeting to request them to reconsider. With 5 Ayes, 0 Nays, the motion carried.

11. POLICE CHIEF'S REPORT

Chief Montgomery - The first thing, last week, Officer Brodin was recognized as an All-Star, meaning that he was one of the top producers of DUI's in the State of MN. During that time, he got to go to a Twin's game. It's quite the honor.

Councilman Sumner - Is this citation plus conviction?

Chief Montgomery - Yes. He's very much into vehicle enforcement so the more vehicles he stops, the more he'll get.

Attorney Knaak - I don't know any other Officer in Washington County that has more successful arrests.

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

Chief Montgomery presented on this item as outlined in the July 16, 2015 City Council packet. The City Council directed staff to start advertising and develop an eligibility list for future vacancies.

Councilman Sumner - I thought he needed a background check to be a CSO.

Chief Montgomery - They do, we'll do a background check from when he was hired to now, a physical, and psychological, which is not done when he's hired as a CSO.

Councilman Rahm - This is in our budget?

Councilman Sumner - He's replacing one who has been gone. Can we discuss if we're still paying for that other Officer?

Mayor Geraghty - I'd rather not.

Councilman Lund - Is there a plan to look into reserve officers?

Chief Montgomery - Not at this time, it would be a budgetary issue.

Admin. Hill - I think we can look into that.

Councilman Lund - You don't pay them.

Chief Montgomery - Yes but you do have to buy them uniforms.

Councilman Lund - I've just heard that it's been tough on our Officers and if we had reserve officers, it wouldn't have been so bad.

Motion by Sumner, seconded by Geraghty, to approve Resolution No. 2015-24 as presented. With 5 Ayes, 0 Nays, the motion carried.

12. FIRE CHIEF'S REPORT –

Chief Wiley - I appreciate everyone's support for Booya. I'd like to thank Bruce and his staff for the prep work, Officer Crist and soon-to-be Officer Eichman for spending the day there. I'd like to thank the community for coming out as well, it was extremely hot and muggy which I think drove the high purchases. We made the same amount as in the past, but we'll take a look at it. I'd also like to thank all of the volunteers, it was an extremely successful event. Also, the Department pre-planned Newport Cold Storage with St. Paul's Fire Hazmat Team last night. I think it was really educational for the owner and two departments.

Councilman Sumner - That was to simulate an ammonia leak?

Chief Wiley - No, just a walk through to look at what they have, what their safety plans are, etc.

14. SUPERINTENDENT OF PUBLIC WORKS REPORT -

Supt. Hanson - The SCADA system is up and running. Unfortunately, we don't have all of the information from the last two events but I'll have something for you soon.

Councilman Sumner - How much rain did we get?

Supt. Hanson - We had 4-5 inches two weeks ago and 1-2 inches last week. I was working two weeks ago and we received 2.5 inches in 45 minutes.

Councilman Ingemann - I would like to thank Public Works for the quick clean-up of sand and rocks that made it to the street after the rain.

15. NEW/OLD BUSINESS

16. ADJOURNMENT

Motion by Geraghty, seconded by Ingemann, to adjourn the regular Council Meeting at 7:39 P.M. With 5 Ayes, 0 Nays, the motion carried.

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz
Executive Analyst



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

Memorandum

To:	Newport City Council	Reference:	Newport Business Center— Rezoning and CUP
Copies To:	Deb Hill, City Administrator Renee Eisenbeisz, Executive Analyst Joe Sullivan, August Ventures LLC, applicant	Project No.:	15742.003
From:	Sherri Buss, RLA AICP, City Planner	Routing:	
Date:	July 14, 2015		

On Monday, July 13, the Planning Commission held public hearings to review a request from August Ventures, LLC to rezone a parcel and approve a Conditional Use Permit for the Newport Business Center. A copy of the staff report for the proposed use is included in the Council packet. The Commission meeting was delayed from Thursday, July 9 to July 13 in order to have a quorum of Commissioners present to hear the request.

The applicant is proposing the development of two buildings and related site improvements on the parcel on Hastings Avenue north of Ford Road—a 100,000 square-foot building that will include a variety of office and warehouse uses, and a 7,000 square-foot commercial building. The proposed site plan is attached. The proposed development requires a rezoning of the 10.79-acre parcel to permit the use, and a Conditional Use Permit.

Public Hearing Comments

The Commission received several comments at the meeting from neighbors that opposed and supported the request. Concerns expressed included the following:

- Loss of trees on the site that provide a buffer between homes to the south and Highway 61
- Increase in truck traffic on Hastings Avenue to serve the development
- Potential impact of site lighting on surrounding residential uses
- Preference for residential development on the site rather than commercial use

Planning Commission Recommendations

The Planning Commission discussed the comments and noted the following:

- Any development of the site, including residential development, would remove the remaining trees on the site.
- The developer is leaving some areas of existing vegetation north of the adjacent homes and on steep slopes, and is adding trees on the south side of the building, between the

parking lot and City-owned stormwater pond. The proposed landscaping exceeds the ordinance requirement.

- The developer will need to submit a lighting plan for City approval. The ordinance requires that the lighting be down-cast and that it be controlled so that it does not impact uses beyond the site boundary.
- Truck traffic from the Newport Business Center will utilize Hastings Avenue, largely to the north of the site. Hastings Avenue was built to handle the amount of truck traffic proposed.
- The Comprehensive Plan supports development of Business Park uses on this site.
- The Findings for the request support both the rezoning and granting the Conditional Use Permit.

The Planning Commission recommended approval of the requested re-zoning and the Conditional Use Permit. The Commission made two changes to the conditions:

- Condition #3: language that specifies maximum 9 tons in weight was changed to “capacity of Hastings Avenue.”
- A condition was added that requires the applicant to maintain the number and health of the trees proposed between the south parking lot and the City’s stormwater pond.

The proposed conditions for approval are attached.

The Commission also suggested that the Council ask the City Engineer and Public Works Director about whether trees could be included in the planting around the stormwater pond.

ACTION REQUESTED FOR THE REZONING AND CUP REQUEST:

The City Council can recommend:

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

PLANNING COMMISSION RECOMMENDATIONS:

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

The Commission also recommends that the Council approve a Conditional Use Permit for the Warehouse/Office and Commercial use of the property, with conditions:

1. The Applicant shall submit Final Plans that are substantially in conformance with the plans that were submitted to the City on June 15, 2015. The Plans shall include building plans, elevations, and detailed information on exterior building design and materials that are consistent with the City’s performance standards. The Building Plans shall be approved prior to approval of a building permit.



2. The Applicant shall address the Engineer's comments regarding utilities and stormwater management and submit the final site and utility plans to the City Engineer for review prior to approval of a building permit.
3. Maximum truck loads serving the site may not exceed the capacity of Hastings Avenue year-round.
4. The applicant shall maintain the number and health of the trees planted between the south parking lot and the stormwater pond to provide an effective screen for the long-term.
5. No outside storage is permitted on the site.
6. All trash and recycling equipment shall be stored within a closed structure. The materials used to construct the trash enclosure shall be the same materials used on the exterior of the principal structure.
7. Vehicles parked for more than 48 hours must be screened from the eye-level view of public streets and adjacent residential areas.
8. Lighting shall conform to the ordinance requirements. The applicant shall submit a lighting plan to the City for approval prior to approval of a building permit.
9. Any utility equipment installed at the site must meet the ordinance requirements.
10. The Applicant shall apply to the City for a permit for sign(s) proposed as the site. All signs shall meet the ordinance requirements.
11. The applicant shall pay all fees and escrow associated with this application.



RESOLUTION NO. 2015-20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion by: _____, Seconded by: _____

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

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator



**City of Newport
City Council Workshop Meeting Minutes
July 16, 2015**

1. ROLL CALL -

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

Council Absent –

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

Staff Absent -

2. DISCUSSION REGARDING SAUL/PARRISH BERM ISSUE

Mayor Geraghty - The first item is regarding the berm at the Saul property. I know it's been going on for a while and have been hearing lots of different things and spoke with Mr. Saul and felt it was a good idea to have it at a workshop to talk about the issue and hear each other's side of the story. I believe the berm went in last fall and it was brought to the City's attention and I understood that it was supposed to be removed in May and things mushroomed from there. I want to give you the opportunity to present your side. I guess the main issue was that it was put in without the City's approval.

Don Saul, 301 10th Street - There has been a lot of confusion on this and when we spoke, I was under duress because there was a letter saying either I take it out or the City will. The issue is obstructing the normal flow of water. Here is the normal flow of water as it is today. I circled three different areas and two of the areas next to the berm have been obstructed intentionally. The third area, in front of my house, because of a patch of tar, is flooding my property as well. All three of these spots are obstructing the normal flow of the water. These were taken a couple weeks ago when it was raining. This is some of the damage, water gets in there and floods it. I get all types of weeds. This is the third time that Bonnie has had to lay seed. I wish we had a picture before the berm. I literally have 1,000 gallons of water sitting in front of the boulevard from the Parrish's and street. Now, anytime it rains, it comes in those three spots, I'm just flooded. I have to dig up weeds every year. To me, that's not normal. This is Bonnie's berm, you can't even see it.

Mayor Geraghty - I drove by and you have to look for it. What is the berm accomplishing for you and what is it doing for the Parrish's?

Mr. Saul - Barry has built himself a barrage of railroad ties in the back of his yard. I will show you this. He told us himself that he stole the ties in Cottage Grove 18 years ago. Here's the horrific story of that backyard. He literally has 1,000 - 5,000 gallons of water in that backyard and has blocked off the water flow going in and out of his property. He has it dug done and expects us to accept this water.

Councilman Lund - What does that have to do with what's going on in the front.

Mr. Saul - He pumps the water into the street. There are laws saying he can do that but it's a self-made dilemma and is ruining the City streets and properties intentionally. I regret, there's a family at the end of the block who are still mourning over their suicidal daughter and he's flooding their property. There's a party across the street with a handicapped child, he's flooding their property.

Councilman Lund - Did you add any fill?

Mr. Saul - We leveled ours out with the adjoining neighbors. Not one other yard is being flooded, we aren't being flooded but the yard that he blocked is flooding our yard. He intentionally did that. That's definitely a civil matter. When it touches City property, then we have an issue with the City. This little berm stops all of that water plus the City water and runs it back to the street. I was watching it yesterday. It's not blocking the property water. Here's the clincher of those two spots, Cary Kissner, their stepson, went from one side of the property, dug up snow from their property, dumped it in my yard. That white post you see is the dividing line. He intentionally did that, I've caught him twice. I know he did it a third time but couldn't get pictures. That's his driver's license plate in 2012 and 2013. He digs it up so that Barry can flood the front of our property.

Councilman Lund - I spent an hour looking at this and couldn't understand why the City got involved. I think we should get out of it as soon and clean as possible. I think it's clear that you don't get along with Mr. Parrish.

Mayor Geraghty - The only thing we can address is the berm and whether we think it's reasonable or not.

Councilman Lund - I think we have a legal opinion that says we're in charge of the boulevard and can tell them to take it out. I would be interested in hearing from Bruce, the City's position.

Mr. Saul - Before we even started redoing the lawn, this is my house when I bought it 22 years ago, it was perfectly pitched. 22 years later, I have a sunken boulevard from the water. Bruce okayed the dirt and sod and the berm because of so much water coming in. I had one tree go down because of the water. I have two, very nice looking trees and would hate to lose them. Along the line, Bruce did not tell anyone about this, Scott Freemyer said that Bruce told him that the berm has to go because Barry complained. I got this information, I got Scott lying on camera saying that Parrish wasn't screaming and yelling and a police report that says Parrish was quiet as a mouse. I have a false police report and lying Police Officer.

Councilman Lund - Let's not make this night any longer than it needs to be. The question that we're here for is to figure out what we need to do about the berm. I understand there's a long history and you get very agitated over things but let's talk about this berm and go home.

Mayor Geraghty - Is the berm causing any problems or issues for the City in terms of drainage or the Parrish property?

Supt. Hanson - It's not allowing water to get off the street.

Mayor Geraghty - I thought it was directing water to the street.

Supt. Hanson - It is basically. In this area, we have 20-25 feet of boulevard, which was a ditch at one time.

Councilman Lund - Did you see this picture?

Mr. Saul - There wasn't a culvert.

Supt. Hanson - There was. The point is that this berm goes above the level of the road so it's impeding the flow.

Councilman Sumner - Where would it flow? Through their yard?

Supt. Hanson - The boulevard, parallel to their house.

Mayor Geraghty - Is it causing an issue for the Parrish's?

Supt. Hanson - In my opinion, if it's not flowing down, it's an issue.

Councilman Lund - The Parrish's have a driveway that's not a natural grade and is effectively a berm. If you drive down the street, many of the houses are raised and lead directly to the street. There should be some way for the water to get to the street and that should be shared.

Councilman Ingemann - It sounds like the water is going down the City's portion of the boulevard, you want it off the street.

Councilman Rahm - We don't have storm sewers in that area and that's the main issue with water. I'm not saying we're going to put them there but that's the issue.

Mr. Saul - When all the water hits my yard, it stays there and when I have two different sources plus the sky, my wife has to get out there and dig out all of the weeds every year and that's not normal. The Parrish's take that back water and flood my yard with 1,000-5,000 gallons of water every time it rains. To me, I think you're getting into a civil issue. If he would level out his property, there would be no problem. It's hellacious when it rains, you have 5,000 gallons of water. He's ruining my yard.

Councilman Ingemann - All we can deal with is the berm.

Councilman Sumner - The backyard is a civil issue?

Attorney Knaak - Most of what you're hearing is a civil issue and it's not unique. There have been other episodes where water has caused disputes between neighbors. My advice is to discuss the berm. If you obstruct any portion of the boulevard, technically that's a crime. You can decide that it's not an obstruction and Bruce has said it is.

Mayor Geraghty - Dan talked about the driveway, is that an obstruction?

Attorney Knaak - I haven't reviewed it.

Mayor Geraghty - I'm sure this isn't the first case and a lot of stuff has been adjusted in the boulevard that we don't know about.

Mr. Saul - Here are 10 other properties in Newport that have hellacious blockages compared to the berm I have. Right now, it looks like discrimination at me to remove this berm compared to these other properties that are obstructing water.

Councilman Lund - Difference might be that those people aren't fighting with their neighbor.

Mayor Geraghty - No but if they're in the boulevard. I don't want to get involved in the civil issues, I want to focus on the berm. We can't make any decisions tonight, it's a workshop. The main purpose was to give you a chance to talk.

Mr. Saul - I appreciate it, you're the only one that's listened, everyone else has said get rid of it.

Councilman Sumner - Is it allowable to pump water into the street?

Attorney Knaak - Yes.

Mr. Saul - This is a man-made dilemma.

Supt. Hanson - I don't see anything here that is obstructing flow.

Mayor Geraghty - Did they seek permission from the City?

Supt. Hanson - In the right-of-way, it cannot impede traffic or flow. That's when we deal with it.

Mr. Saul - I have one more here, when you told me I couldn't have a berm I thought about putting a rock barrier around there and needed your permission. You took too long and that's when Dan and Tracy came around. I went around town and saw this one rock formation that isn't any good. When you okayed that six days later, which looks like a third grader.

Councilman Lund - Let's try to stick to the question. You're not doing yourself any favors with the insults from the Police Department, to the Parrish's, to our Director of Public Works. When the whole world is against you, at some point, you need to look in the mirror.

Mr. Saul - I have been.

Admin. Hill - Is there anything else to say.

Mayor Geraghty - I want to hear him out and let him voice his opinion. The first time I drove by, I couldn't see it. I want to know if it's causing problems to the Parrish's or pushing it out to the street.

Mrs. Saul - Don, did you bring that picture of where it was raining so much that you took a picture next to the berm and there wasn't any water next to the berm.

Councilman Sumner - Can you put a rain garden in? Is this on the bedrock?

Mr. Saul - It's limestone underneath.

Mayor Geraghty - Alright.

Councilman Lund - I've driven by in the rain and didn't see any issues in the Parrish's yard.

Mayor Geraghty - Thanks for coming.

Mr. Saul - Thanks for listening, no one else has.

3. DISCUSSION REGARDING RENTAL INSPECTIONS AGREEMENT WITH COTTAGE GROVE

Admin. Hill presented on this item as outlined in the July 16, 2015 City Council packet. Matt Aune, Newport Fire Department, will take over rental inspections for the City of Newport. Captain Aune will shadow Cottage Grove inspectors for the first couple inspections until he is comfortable with performing the inspections solo. In terms of compensation, Captain Aune will receive an hourly rate while he's working with Cottage Grove inspectors and will receive a flat rate once he goes solo.

4. DISCUSSION REGARDING HOURLY RATE FOR FIREFIGHTERS

Admin. Hill and Chief Wiley presented on this item as outlined in the July 16, 2015 City Council packet and attached.

Councilman Sumner - We can make a decision to move the differentials ourselves, we don't need Springsted to do that.

Admin. Hill - Correct, you can direct us tonight and we'll bring something forward at the August 6th meeting. I think a differential is needed. Everyone is at \$9 right now.

Councilman Ingemann - We're the lowest paid in the County.

Chief Wiley - In the Twin Cities. The request is to increase the differential, right now Captains and Engineers had the same pay rate and there's a big difference in responsibility and duties. Same goes for Assistant Chief to Chief. The request is to mirror what St. Paul Park has. The survey is from 2014. The average pay for base firefighters is \$13.05.

Councilman Ingemann - We're quite a bit below that.

Chief Wiley - Yes. I understand the budgetary impact which is why we're looking at the one-hour callout.

Councilman Sumner - I wouldn't want to be paid for less than one hour for being on-call. I think at least one hour, if they had the two hour and it's a shorter call, they're getting \$18 per call. That's more than the \$13.05 average.

Chief Wiley - For the calls that are less than one hour but not for training or meetings.

Councilman Sumner - There's no pay for meetings?

Chief Wiley - There is but there's no minimum.

Councilman Sumner - Do we have hourly blocks for that?

Councilman Ingemann - 72 hours of training per year is mandatory. Every Tuesday is a two hour training.

Admin. Hill - Right now, we have \$37,000 for wages. If we kept the differential the same with a one hour call out, it would go up \$12,000 but if we followed St. Paul Park, it would go up \$21,000, which is a 1% levy.

Councilman Sumner - I'm thankful for the firefighters and am not opposed to this but am thinking that if we have to pay more here and more for staff, where is that going to come from? The average income is less than \$40,000. I'm trying to be realistic and think of all of the increases on the City's budget. I don't want to short the firefighters. I understand that we can't retain them like we have in the past so we should like at this as a retention strategy.

Chief Wiley - Summer work for Public Works gets paid more. To be allowed to go into a structure, there is a minimum of 200 hours of training. There's a lot of education and training that goes into this. We're just asking to be brought up to the second lowest paid department in the cities.

Admin. Hill - Do you want to mirror St. Paul Park or go with the pay study?

Councilman Ingemann - I would say no and mirror St. Paul Park.

Councilman Sumner - I think so too.

Councilman Lund - This is pretty good and a one hour callout.

Mayor Geraghty - So we'll go from \$37,000 to \$58,300?

Admin. Hill - Yes. We'll bring this forward at the next Council meeting.

Mayor Geraghty - We'll defiantly implement the \$9 minimum wage but I'm not sure when we'll decide on the differential. Maybe we'll take a look at it during the budget.

Chief Wiley - There needs to be a differential between the different ranks.

Admin. Hill - So you want this at the next Council meeting?

Mayor Geraghty - When are we taking action on the budget?

Admin. Hill - In September.

Executive Analyst Eisenbeisz - So a resolution for those wages at the next meeting?

Mayor Geraghty - I would say the second meeting in August, I want to see how the budget shapes up.

Admin. Hill - Ok.

5. DISCUSSION REGARDING 2016 BUDGET

Admin. Hill presented on this item as outlined in the July 16, 2015 City Council packet. The next workshop discussion will be the second meeting in August. The City should be receiving information on local government aid in the next couple weeks.

Councilman Lund - We expect the transfers of \$200,000 to be sustainable? We've had about \$600,000 the last few years.

Admin. Hill - That was to beef up the funds. The equipment CIP isn't looking to good in the future but I feel good about it now.

Councilman Lund - The big new item is the debt service?

Admin. Hill - Yes and it comes down next year and levels off after that. One thing that Bruce and I were talking about is trees, we have a lot of empty spaces around town. We do have room in the Parks Fund to replace some of the dead trees. We're going to propose some sort of tree program.

Supt. Hanson - We've lost somewhere between 200-300 trees and I think we'll put back around 100. Susan Lindoo did a fantastic job on her tree survey, we're really only down about 15%.

Councilman Rahm - We had some droughts too.

Executive Analyst Eisenbeisz - One question I had is if I could look at increasing the election judge rates. We pay election judges \$9 per hour and the County average is \$9.38 and the head judge is paid \$10 and the County average is \$11.50. It's an extra \$100 per year.

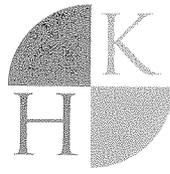
Mayor Geraghty - Yes.

6. ADJOURNMENT

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Eisenbeisz
Executive Analyst



Frederic W. Knaak*
Wayne B. Holstad**

**Also Licensed in
Wisconsin & Colorado
Qualified Neutral under Rule 114

***Also Licensed in Iowa &
Federal Court of Claims*

HOLSTAD & KNAAK PLC
"Local in character, national in reputation, international in reach"

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July 13, 2015

Ms. Deb Hill
City Administrator
City of Newport, MN.
596 7th Street
Newport, MN. 55055

RE: Right-of-way Obstruction

Dear Ms. Hill:

Recently you asked me to research and develop an opinion regarding the following set of facts:

A resident has used fill and materials to raise the level of a platted right-of-way immediately adjacent to a paved City street within the City. The effect of this action has been to create a berm that obstructs the flowage of water from its previous course has caused some damage to neighboring properties.

You have asked whether a resident, without permission, can dam or modify the land in a public right-of-way to affect the flowage pattern over that right-of-way.

The short answer is "no."

Minnesota Statutes Section 609.74, subdivision 2, provides,

609.74 Public Nuisance

Whoever by an act or failure to perform a legal duty intentional does any of the following is guilty of maintaining a public nuisance, which is a misdemeanor:

.....

(2) Interferes with, obstructs or renders dangerous for passage, any public highway or right-of-way, or waters used by the public.....

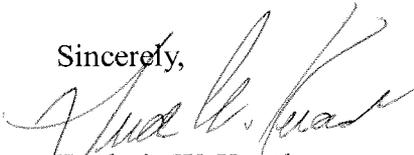
Ms. Deb Hill
July 13, 2015
Page Two

In other words, it is a crime to interfere with or obstruct a public right-of-way. So long as the materials are being placed on the platted right-of-way and that action has a consequence of obstructing or interfering with the expected ongoing use of that right-of-way, that action is a crime punishable with up to 90 days in jail and a \$1000 fine. "Ongoing use" in this context would include normal, historical drainage or water flowage patterns over the right-of-way.

As an aside I would note that this is not an obscure, little-used provision of the law. Just this past year we successfully prosecuted a person under this statute in another city where the actions an individual to "repair" a right-of-way in a manner detrimental to his neighbors resulted in a conviction.

If you should have further questions regarding this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Frederic W. Knaak
Newport City Attorney

Firefighter Pay Survey

2/4/2014

<u>City</u>	<u>Firefighter</u>
Andover	\$14.55
Apple Valley	\$14.27
Arlington	\$10.00
Brooklyn Park	\$15.00
Chanhassen	\$10.00
Chaska	\$13.49
Columbia Heights	\$14.39
Coon Rapids	\$12.00
Cottage Grove	\$13.00
Edina	\$12.85
Elk River	\$14.70
Faribault	\$17.08
Farmington	\$10.57
Forest Lake	\$13.00
Fridley	\$16.49
Golden Valley	\$14.54
Hastings	\$13.53
Hopkins	\$14.07
Inver Grove Heights	\$12.50
Lake Johanna (Shoreview)	\$13.88
Lakeville	\$11.00
Maple Grove	\$14.33
Minnetonka	\$13.59
New Brighton	\$13.96
Northfield	\$16.17
Oakdale	\$10.00
Prior Lake	\$11.25
Ramsey	\$12.88
Red Wing	\$10.00
Rosemount	\$10.00
Roseville	\$14.60
St. Paul Park	\$9.00
Savage	\$12.59
Shakopee	\$10.50
St Louis Park	\$16.19
West Metro Fire (Crystal & New Hope)	\$15.21
Waconia	\$11.15
White Bear Lake	\$11.75
Woodbury	\$15.00

Average Pay for Firefighters (39 Departments) = \$13.05

Recurring

Paid Chk# 000487E	FEDERAL TAXES	7/23/2015	\$9,311.74	SS, Med, & Federal
Paid Chk# 000488E	MN REVENUE	7/23/2015	\$1,833.99	State taxes
Paid Chk# 000489E	MSRS	7/23/2015	\$2,975.06	MSRS, HCSP, & Vol. Retirement
Paid Chk# 000490E	SELECTACCOUNT	7/23/2015	\$929.07	HSPA
Paid Chk# 000491E	SELECTACCOUNT	7/23/2015	\$35.87	Monthly fee
Paid Chk# 000492E	DELTA DENTAL OF MN	7/30/2015	\$1,237.46	Dental insurance
Paid Chk# 017659	SCOTT & IVY NIELSEN	7/16/2015	\$44.00	Reimburse final bill over paid
Paid Chk# 017660	VERIZON	7/16/2015	\$157.07	
Paid Chk# 017661	XCEL ENERGY	7/16/2015	\$8,495.42	
Paid Chk# 017662	MATT YOKIEL	7/16/2015	\$145.36	Reimburse parking and Sam's Club
Paid Chk# 017663	ASSURANT EMPLOYEE BENEFITS	7/23/2015	\$375.38	
Paid Chk# 017664	DEBORA HILL	7/23/2015	\$100.86	Mileage reimbursement
Paid Chk# 017665	ING LIFE INSURANCE & ANNUITY	7/23/2015	\$150.00	
Paid Chk# 017666	LAW ENFORCEMENT LABOR SERVICES	7/23/2015	\$235.00	
Paid Chk# 017667	LEAF	7/23/2015	\$580.49	Copier and printer contract
Paid Chk# 017668	MN BOARD OF POST	7/23/2015	\$90.00	Peace officer license
Paid Chk# 017669	ON SITE SANITATION	7/23/2015	\$415.00	Port o potty
Paid Chk# 017670	PERA	7/23/2015	\$8,786.76	
Paid Chk# 017671	DEB SCHULZ	7/23/2015	\$97.46	Mileage reimbursement
Paid Chk# 017672	VERIZON	7/23/2015	\$371.86	
Paid Chk# 017673	GERLACH SERVICE, INC	7/27/2015	\$9.61	Parts
Paid Chk# 017674	COMCAST	8/3/2015	\$138.03	
Paid Chk# 017675	Holstad & Knaak, PLC	8/3/2015	\$5,220.00	
Paid Chk# 017676	NCPERS MINNESOTA	8/3/2015	\$48.00	
Paid Chk# 017677	XCEL ENERGY	8/3/2015	\$78.08	
	staff		\$29,541.49	

Non-Recurring

Paid Chk# 017678	ALLINA HEALTH	8/6/2015	\$253.00	Physical exam
Paid Chk# 017679	ARAMARK REFRESHMENT SERV.	8/6/2015	\$115.49	
Paid Chk# 017680	ATOMIC-COLO, LLC	8/6/2015	\$167.16	
Paid Chk# 017681	BAUER BUILT, INC	8/6/2015	\$75.50	Mower repair
Paid Chk# 017682	BRYAN ROCK PRODUCTS INC.	8/6/2015	\$180.90	Ballfield gravel
Paid Chk# 017683	CHAD EDWARDS BAND	8/6/2015	\$900.00	Pioneer day band
Paid Chk# 017684	DAHLEN, DWYER & FOLEY INC.	8/6/2015	\$2,500.00	Vacant land appraisal
Paid Chk# 017685	DIETRICH ELECTRIC, INC	8/6/2015	\$815.10	Electrical inspections
Paid Chk# 017686	FAIR OFFICE WORLD	8/6/2015	\$77.40	office supplies
Paid Chk# 017687	FERGUSON WATERWORKS #2516	8/6/2015	\$344.63	Water supplies
Paid Chk# 017688	FLAGSHIP RECREATION	8/6/2015	\$47.85	Bolt caps and trolley
Paid Chk# 017689	FLEET ONE LLC	8/6/2015	\$2,240.77	Petrol
Paid Chk# 017690	FRONTIER AG & TURF	8/6/2015	\$170.92	Mower supplies and repair
Paid Chk# 017691	FUNCHARACTERS	8/6/2015	\$150.00	Balloon artist
Paid Chk# 017692	GERLACH OUTDOOR POWER EQUIP.	8/6/2015	\$722.03	Part equipment repair
Paid Chk# 017693	HAWKINS	8/6/2015	\$1,342.11	Chlorine, cylinders, hydroflou
Paid Chk# 017694	DEBORA HILL	8/6/2015	\$150.00	Pioneer Day Petty cash
Paid Chk# 017695	INVER GROVE FORD	8/6/2015	\$194.69	PD repairs
Paid Chk# 017696	JOHN BARTL HARDWARE	8/6/2015	\$109.42	Supplies
Paid Chk# 017697	MENARDS - COTTAGE GROVE	8/6/2015	\$1,222.59	Boards park
Paid Chk# 017698	MMKR	8/6/2015	\$485.00	Filing audit reports
Paid Chk# 017699	MSA PROFESSIONAL SERVICES, INC	8/6/2015	\$12,281.50	City engineering
Paid Chk# 017700	MUNICODE	8/6/2015	\$2,960.00	Recodification

Paid Chk# 017701	OXYGEN SERVICE CO.	8/6/2015	\$42.00 Oxygen supplies
Paid Chk# 017702	RCM SPECIALIST	8/6/2015	\$2,493.00 Patching
Paid Chk# 017703	RIDDLEMEMUSIC, LLC	8/6/2015	\$600.00 Pioneer day band
Paid Chk# 017704	SOUTH SUBURBAN RENTAL, INC.	8/6/2015	\$171.20 Lions park
Paid Chk# 017705	SPRINGSTEAD INCORPORATED	8/6/2015	\$9,000.00 PD Assessment
Paid Chk# 017706	STREICHERS	8/6/2015	\$412.95 Uniforms
Paid Chk# 017707	TBS OFFICE AUTOMATIONS	8/6/2015	\$216.76 Printer and copier contract
Paid Chk# 017708	USA INFLATABLES	8/6/2015	\$120.00 5 in 1 inflatable for Pioneer
			\$111,965.03

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Newport Firefighters Relief Association Previous Gambling Permit Number: X-82020-15-020

Minnesota Tax ID Number, if any: 3317629 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 596 7th Ave

City: Newport State: MN Zip: 55055 County: Washington

Name of Chief Executive Officer (CEO): Matthew Aune

Daytime Phone: (651) 332-4820 Email: matt.aune@yahoo.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): CloverLeaf Bar & Grill

Address (do not use P.O. box): 2146 Hastings Ave

City or Township: Newport Zip: 55055 County: Washington

Date(s) of activity (for raffles, indicate the date of the drawing): September 11, 2015

Check each type of gambling activity that your organization will conduct:

Bingo* Paddlewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Newport</u></p> <p>Signature of City Personnel: _____</p> <p>Title: <u>Mayor</u> Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Matthew Aune

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

Application fee (nonrefundable)
If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.

Organization Information

Organization Name: Pheasant's Forever - Washington County Chapter 0671 Previous Gambling Permit Number: X-03701-15-007
 Minnesota Tax ID Number, if any: 41-1429149 Federal Employer ID Number (FEIN), if any:

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Mailing Address: c/o Mark E. O'Sell, Treasurer City: Stillwater State and Zip: MN 55083 County: Washington
13927 40th Street North

Name of Chief Executive Officer (CEO): Brent Smith Daytime Phone: 651-245-9400 Email: Brentsmith6@Comcast.net

Nonprofit Status

Attach a copy of ONE of the following for proof of nonprofit status:

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Minnesota Secretary of State
 Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Phone: 651-296-2803

IRS income tax exemption (501(c)) letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).
 If your organization falls under a parent organization, attach copies of both of the following:
 a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

Gambling Premises Information

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):
Tinucci's Restaurant + Catering

Address (do not use PO box): 396 21st Street City or Township: Newport Zip Code: 55055 County: Washington

Date(s) of activity (for raffles, indicate the date of the drawing):
April 27, 2014

Check each type of gambling activity that your organization will conduct:
 Bingo* Paddlewheels* Pull-Tabs* Tipboards*
 Raffle (total value of raffle prizes awarded for the year: \$ Approx 4000)

*Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

Local Unit of Government Acknowledgment

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

Local unit of government must sign.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county).
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Brent Smith Date: 7/20/2015

Print Name: Brent Smith

Requirements

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

_____ a copy of your proof of nonprofit status, and
_____ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required.
A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.mn.gov/gcb.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

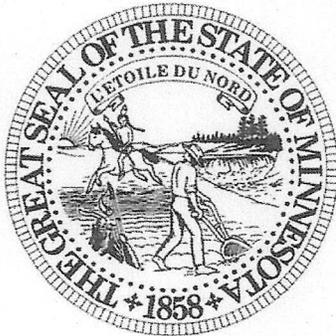
ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

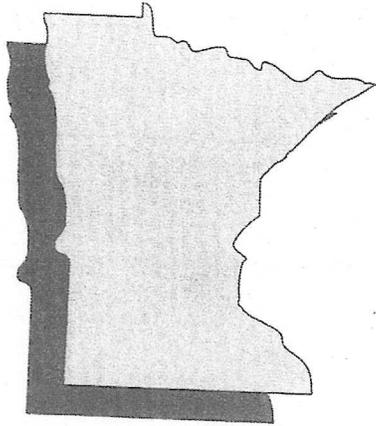
Name: PHEASANTS FOREVER, INC.
Date Filed: 08/05/1982
File Number: V-156
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

This certificate has been issued on: 07/20/2015



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



**Minnesota
Gambling Control
Board**

has issued

Lawful Gambling Exempt Permit

X-03701-15-007

Tinucci's Restaurant

396 21st St

Newport, MN 55055

to

**Pheasants Forever Washington
County Chapter 671**

Effective Date: Feb 25 2015

Expiration Date: Feb 25 2015

Licensing Supervisor

Mark Hassel
Pheasants Forever Washington County Chapter 671
13827 49th St N
Stillwater, MN 55082

Issued by:
Minnesota Gambling Control Board
Suite 300 South
1711 W. County Road B
Roseville, MN 55113

RESOLUTION NO. 2015-26

A RESOLUTION ACCEPTING DONATIONS FOR THE PERIOD OF JULY 14 - AUGUST 3, 2015

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

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

Individual/Business	Donated Item	Donated Amount	Donated Date
Bailey's Nursery	Flowers for Lions Park	Estimated - \$270	7/10/2015
Northern Tier Energy	Gift Cards - Pioneer Day Raffle	\$1,000.00	7/15/2015
Tinucci's	Gift Cards - Pioneer Day Raffle	\$50.00	7/15/2015
Ten-E Packaging	Twin Tickets - Pioneer Day Raffle	N/A	7/15/2015
Xcel Energy - Jake Sedlacek	Monetary - Pioneer Day	\$300.00	7/20/2015
Gladstone Used Cars	Monetary - Pioneer Day	\$200.00	7/27/2015
Newport St. Paul Cold Storage	Twin Tickets - Pioneer Day Raffle and Monetary - Pioneer Day	\$250.00	8/3/2015
Advanced Sportswear	2 Free Shirts - Pioneer Day Raffle	N/A	8/3/2015
NAPA Auto Parts	Gift Cards - Pioneer Day Raffle	Estimated - \$250	08/03/15

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

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

Adopted this 6th day of August, 2015, by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:

Geraghty	_____
Ingemann	_____
Sumner	_____
Rahm	_____
Lund	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2016-2018
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Resource Education Program, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to the East Metro Water Resource Education Program. Eligible PARTNERS include watershed organizations and municipalities partially or wholly within Washington County.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the Twin Cities east metro area about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, 8 watershed organizations in Washington County have education components in their respective watershed management plans; and

WHEREAS, 25 communities, including multiple watersheds and the County, in Washington County are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2016 to December 31, 2018 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

In the case that overall contributions of funding from all of the PARTNERS exceeds the budget in Exhibit B by less than 20%, the excess contributions will be used to fund additional educational materials or support staff. Once the revised overall funding contribution from all of the PARTNERS exceeds the budget in Exhibit B by 20%, the PARTNERS have the option of having their proportional amount of the excess budget refunded or can direct the funds to be used for EMWREP activities.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure:

County: \$12,250/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$12,250/year
Medium Watershed Districts (TMV \$1-5 Billion): \$18,500/year
Large Watershed Districts (TMV >\$5 Billion): \$24,000/year
Watershed Management Organizations: \$6,000/year
Large MS4 Cities: \$2,500/year (Population > 5,000)
Small MS4 Cities: \$650/year (Population < 5,000)

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$12,250 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined

contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

HOST: **Washington Conservation District**

PARTNER: **City of Newport**

Annual Contribution Amount: **\$650**

Contract start date: **January 1, 2016**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

HOST

BY: _____

BY: _____
Board Chair Date

Title

BY: _____

BY: _____
WCD Manager Date

Title

Approval as to form and execution:

Date

EXHIBIT A

SCOPE OF SERVICES EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:

1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:

1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information for web-based East Metro Water Resource Education Program.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members

**EXHIBIT B
BUDGET**

Shared Water Resource Education Program - Washington Conservation District Annual Budget

Staff Support (2400 hours/year)	Materials	Total
\$134,500	\$6,000	\$140,500

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS*

* PARTNER contributions will be reviewed and adjusted on an annual basis, as needed and in accordance with the terms of the Agreement.

PARTNER	Annual Contribution
SWWD	\$24,000
VBWD	\$18,500
BCWD	\$18,500
CLFLWD	\$18,500
CMSCWD	\$12,250
RWMWD	\$12,250
RCWD	\$2,500
Washington County	\$12,250
MSCWMO	\$6,000
Cottage Grove	\$2,500
Forest Lake	\$2,500
Lake Elmo	\$2,500
Stillwater	\$2,500
Dellwood	\$650
Willernie	\$650
West Lakeland Twp	\$650
Woodbury	\$2,500
Grant	\$650
Newport	\$650
TOTAL	\$140,500



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

Memorandum

To:	Newport City Council	Reference:	Alley Vacation – Public Hearing
Copies To:	Deb Hill, City Administrator		
	Renee Eisenbeisz, Executive Analyst		
From:	Sherri Buss, RLA, AICP, Planner	Project No.:	15743.000
Date:	August 3, 2015	Routing:	

Background

The City Council will hold a public hearing on August 6th to consider vacation of an alley located between 2nd Avenue and 3rd Avenue, and 8th Street and 9th Street. Minnesota Statutes 412.851 requires that the City notify the public and affected landowners regarding the proposed alley vacation and hold a public hearing for the proposed vacation. City staff completed the required notice so that the Council may hold the hearing.

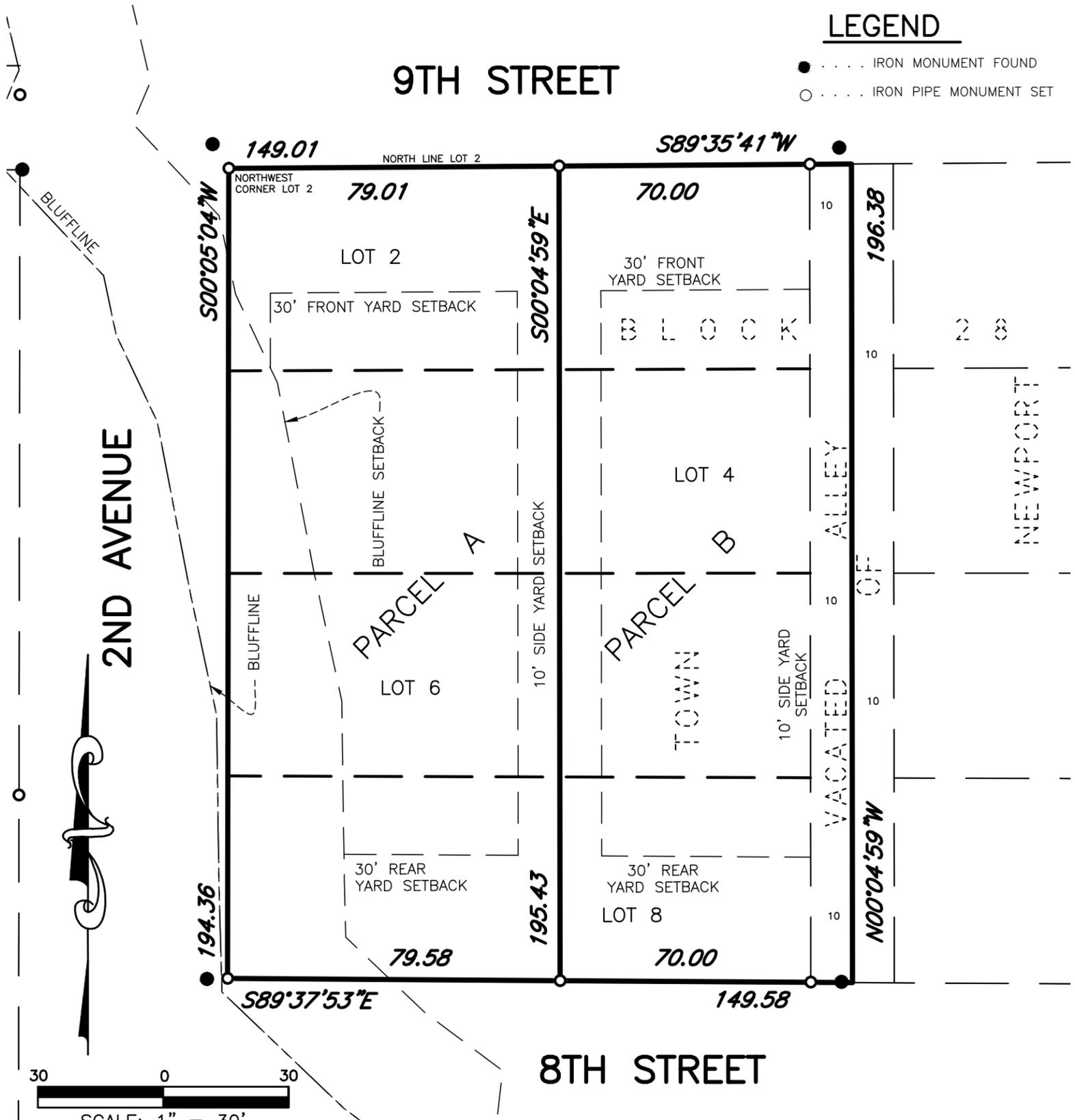
The City Council discussed the proposed vacation at its previous meeting when it approved the subdivision of two parcels that the City owns to the west of the alley. Vacation of the alley will permit some additional area to be added to Parcel A, so that it has a larger buildable area outside the required bluff setback, and is therefore more attractive for potential development. The alley vacation will put the un-used alley area on the tax rolls as part of Parcel A, and enhance the value of the parcel.

The area of the vacated alley will be divided between the parcels to the east and west of the alley. A copy of the survey that shows the vacated alley and distribution of the area to Parcel A of the subdivision that the Council approved on July 16 is attached.

Request for Council Action

Staff request that the City Council hold the public hearing on the proposed alley vacation on August 6, and approve the vacation. Because the vacation was initiated by the City, four-fifths of the Council members need to vote to approve the alley vacation.

ADMINISTRATIVE LOT SPLIT FOR: CITY OF NEWPORT



LEGEND

- IRON MONUMENT FOUND
- IRON PIPE MONUMENT SET

PROPOSED LEGAL DESCRIPTIONS:

PARCEL A:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 35 MINUTES 41 SECONDS EAST ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 79.01 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 195.43 FEET TO THE SOUTH LINE OF SAID LOT 8 AND THERE TERMINATING.

CONTAINING 15,454 SQUARE FEET OR 0.35 ACRES. SUBJECT TO EASEMENTS OF RECORD.

PARCEL B:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 35 MINUTES 41 SECONDS EAST ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 79.01 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 195.43 FEET TO THE SOUTH LINE OF SAID LOT 8 AND THERE TERMINATING.

AND ALSO:

THE THAT PART OF THE VACATED ALLEY ACCRUING THERETO.

CONTAINING 13,713 SQUARE FEET OR 0.31 ACRES. SUBJECT TO EASEMENTS OF RECORD.

CERTIFICATION:

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

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

SIGNED THE 8th OF JUNE, 2015.


 DENNIS M. HONSA
 MINNESOTA LICENSE No. 22440
 FOR: MSA PROFESSIONAL SERVICES
 REVISED: 7-28-15; ADDED VACATED ALLEY

ALTERATIONS TO THIS DRAWING ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF MSA
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PROFESSIONAL SERVICES
 TRANSPORTATION • MUNICIPAL
 DEVELOPMENT • ENVIRONMENTAL
 60 Plato Boulevard East, Suite 140, St. Paul, MN 55107
 866-452-9454 651-334-8413 Fax: 763-786-4574

RESOLUTION NO. 2015-27

A RESOLUTION AUTHORIZING THE VACATION OF AN ALLEY BETWEEN 2ND AVENUE AND 3RD AVENUE AND 8TH STREET AND 9TH STREET

WHEREAS, the Newport City Council has proposed that the City vacate an alley between 2nd Avenue and 3rd Avenue and 8th Street and 9th Street; and

WHEREAS, the City posted the notice and mailed a notice of the alley vacation request and public hearing to each property owner affected by the proposed vacation as required by Minnesota Statutes 412.851, and held a public hearing regarding the proposed vacation on August 6, 2015, at which hearing all interested parties were heard.

WHEREAS, FOLLOWING THE PUBLIC HEARING, THE City determined that vacation of the City’s interests in the alley between 2nd Avenue and 3rd Avenue and 8th Street and 9th Street is in the public interest, as follows:

- The City has no foreseeable intent or need to develop the alley. Adequate street access is available for properties in the area;
- The public receives no current benefit or foreseeable future benefit from the alley. The vacation of the alley and allocation of the area to adjacent parcels will benefit adjacent parcels and create additional taxable land.

NOW, THEREFORE, BE IT RESOLVED that the Newport City Council hereby authorizes vacation of the alley between 2nd Avenue and 3rd Avenue and 8th Street and 9th Street, and authorizes the City Administrator or her designee to direct and to prepare and to present to the Washington County Auditor a notice that the City has completed these proceedings and record same with the Washington County Recorder.

Adopted this 6th day of August, 2015 by the Newport City Council.

Motion by: _____, Seconded by: _____

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

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Deb Hill, City Administrator



MEMO

TO: Mayor and City Council
Deb Hill, City Administrator

FROM: Renee Eisenbeisz, Executive Analyst

DATE: July 29, 2015

SUBJECT: Building Inspections Services Agreement with the City of Cottage Grove

BACKGROUND

In 2013, the City Council approved renewing an agreement with Cottage Grove for building inspections services. At that time, the City added rental inspections to the agreement. City staff and Cottage Grove staff recently reviewed and updated the agreement for both City Councils to approve. Staff agreed that having Cottage Grove conduct the inspections is going well and is recommending that the City continue to work with them in regards to building inspections. The Cottage Grove City Council will be discussing the agreement at its August 12, 2015 meeting.

At the June 4, 2015 City Council meeting, the City Council directed staff to work with Cottage Grove and the Fire Department in regards to rental inspections and to bring it forward at a future workshop. City staff held a meeting between Cottage Grove and the Fire Chief and Captain Matt Aune and determined that Captain Aune would start conducting rental inspections for the City of Newport. As such, that section was removed from Item 13 of the Agreement.

DISCUSSION

Attached for your review is the Building Inspections Services Agreement with Cottage Grove. The changes are noted below:

- Item 1 - This section was amended to state that the agreement will continue indefinitely unless one of the Cities decides to terminate.
- Item 2 - Three items were removed from this section because Cottage Grove does not perform them for the City. These items include planning and zoning reviews for building permits, issuing building permits, and preparing all reports required by the State. All of these items are performed by City staff or other consultants.
- Item 6 - This section was amended to increase the percent that the City will pay Cottage Grove for permits. Staff estimates that the 3% increase will cost an additional \$1,000 per year.

RECOMMENDATION

It is recommended that the City Council approve the Building Inspections Services Agreement with Cottage Grove as presented.

BUILDING INSPECTION SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2015, by and between the City of Newport (hereinafter referred to as “Newport”) and the City of Cottage Grove (hereinafter referred to as “Cottage Grove”) for the utilization of Cottage Grove employees to provide services to Newport within the boundaries of Newport.

WHEREAS, Newport is authorized and empowered to provide for various types of building inspections and code enforcement to ensure the public health, welfare, and safety; and

WHEREAS, Cottage Grove maintains qualified full-time staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by purchasing these services from Cottage Grove, Newport can effect cost savings to its citizens while, at the same time, providing support for those same services by Cottage Grove to its citizens; and

WHEREAS, it is the desire of the parties and the purpose of this Agreement that certain of the aforesaid building inspection and code enforcement services be performed by qualified personnel of Cottage Grove on behalf of Newport.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this agreement shall be perpetuating, unless either party to the Agreement provides notice to the other party that they shall terminate the contract at the end of the current term, and further subject to termination as provided in paragraph 8.
2. For the term of this Agreement, Cottage Grove, through use of its personnel, shall provide Newport with the following services, in and on behalf of Newport and at the direction of Newport’s City Administrator:
 - a. Building inspections and code enforcement, as necessary.
 - b. Property inspections for structural integrity for purposes of exercising eminent domain powers or protection of life.
 - c. Preparation of an annual written report of work completed for the City Council of Newport.
 - d. Provide copies of all permits issued and inspections made on a monthly basis.

The services Cottage Grove will provide under this Agreement do not include property maintenance inspections and do not include planning or zoning review unless such review is specifically related to a building permit request for a structure permitted under the Newport Code.

3. Cottage Grove shall consult with and abide by the manner in which the inspections, plan review, and activities are conducted and over the determination of what enforcement action is appropriate and consistent with Newport City Code Chapter 11, Building and Housing Code, and Section 1130, Swimming Pools, and other policies as established by Newport. Cottage Grove shall confer with Newport staff regarding interpretation of the Code. Newport shall have a duty to inform Cottage Grove of any and all updates or changes to the Newport Code.
4. Cottage Grove personnel are not required to maintain office hours at Newport's City Hall. However, if Cottage Grove providing these services finds it necessary to meet with citizens at Newport's City Hall, Newport will arrange for a work area for such meetings. Cottage Grove's main contact at Newport shall be Newport's City Administrator and Cottage Grove shall take direction from Newport's City Administrator for all work performed under this Agreement.
5. Cottage Grove shall assume the expense of performing the inspections and code enforcement.
6. Newport will pay Cottage Grove 28 percent of the total permit and plan review fee. Such permit and plan review fees shall be separate from, and in addition to, the payment provided for by Paragraph 7 of this Agreement. All other provisions of this agreement shall remain applicable with respect to the plan review and inspection services being provided.
7. In addition to the above fees Newport will pay Cottage Grove for services performed by Cottage Grove personnel outside those contemplated by this agreement but only as specifically requested by Newport. These additional fees will be billed to Newport on a time and material basis. Services performed by the Cottage Grove Building Official will be at the rate of \$60 per hour plus expenses. Services performed by Cottage Grove Building Inspector(s) will be at the rate of \$45 per hour plus expenses.
8. This agreement shall terminate as follows:
 - a. Upon the expiration of the 90 days after service of written notice upon the other party; or
 - b. At any time, upon agreement of the parties.
9. Cottage Grove agrees to defend, indemnify, and hold harmless Newport, and its officials, agents, and employees, from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Cottage Grove's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Cottage Grove. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limitators on liability with respect to claims made by third parties.

10. Newport agrees to defend, indemnify, and hold harmless Cottage Grove, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Newport's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Newport. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limitators on liability with respect to claims made by third parties.
11. Cottage Grove shall carry liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both Bodily Injury and Property Damage. Newport shall be named as an additional insured, and a certificate of said insurance shall be provided to Newport. Cottage Grove shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Newport.
12. Any employee assigned by Cottage Grove to perform its obligations hereunder shall remain the exclusive employee of Cottage Grove for all purposes including, but not limited to, wages, salary, and employee benefits.
13. In addition to the services listed in Paragraph 2 above, Cottage Grove shall, upon request, also provide for and on behalf of Newport:
 - a. Collecting fees for issuing building permits and inspections.
 - b. Clerical and other office duties related to building inspections and review of building permits.
14. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint parties to any joint powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by Cottage Grove as the agent, representative, or employee of Newport for any purpose or in any manner whatsoever except as expressly otherwise provided herein. Cottage Grove is to be and shall remain an independent contractor with respect to all services performed under this contract. Cottage Grove represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this contract. Any and all personnel of Cottage Grove or other persons, while engaged in the performance of any work or services required by Cottage Grove under this contract, and shall not be considered employees of Newport and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Cottage Grove, its officers, agents, contracts, or employees shall in no way be the responsibility of Newport; and Cottage Grove shall defend, indemnify, and hold Newport, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency,

board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Newport, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.

15. The books, records, documents, and accounting procedures of Cottage Grove relevant to this Agreement, are subject to examination by Newport and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.
16. This Agreement represents the entire Agreement between Cottage Grove and Newport and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
17. Cottage Grove and Newport agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. Cottage Grove has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the City Administrator, City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016; telephone 651-458-2800; TDD: 651-458-2880. Newport agrees to hold harmless and indemnify Cottage Grove from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA by Cottage Grove.
18. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF COTTAGE GROVE

CITY OF NEWPORT

By: _____
Its Mayor

By: _____
Its Mayor

Date

Date

By: _____
Its City Administrator

Date

By: _____
Its City Administrator

Date