



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL**

May Be Held Electronically From Remote Locations

Zoom Meeting Link <https://us02web.zoom.us/j/81555137620> Meeting ID: 815 5513 7620 PW: Newport

February 4, 2021 – 5:30 P.M.

MAYOR:	Laurie Elliott	City Administrator:	Deb Hill
COUNCIL:	Kevin Chapdelaine	Supt. of Public Works:	Bruce Hanson
	Tom Ingemann	Fire Chief:	Steven Wiley
	Marvin Taylor	Asst. to the City Admin:	Travis Brierley
	Rozlyn Johnson	Law Enforcement (WCSO):	Bill Harrell

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. PUBLIC COMMENTS - Visitors may share their concerns with the City Council on any issue, which is not already on the agenda, under Public Comments. Please give your name, address and your concern or comments. Each person will have 3 minutes to speak. Your comments must be addressed exclusively to the Mayor and City Council, not to any individual Council or staff member. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.
6. 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- January 14, 2021 Council Workshop
 - B. Minutes- January 21, 2021 Regular Council
 - C. Kennel License- Buetow
 - D. **Resolution No. 2021-11-** State of Emergency Extension
 - E. List of Bills- \$132,175.39
7. PRESENTATIONS
 - A. Utility Rate Study- Elher's
8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
9. FIRE CHIEF'S REPORT

10. ENGINEER'S REPORT

- A. 3M Settlement

11. SUPERINTENDENT OF PUBLIC WORKS REPORT

- A. Parks Presentation
- B. Environmental Study- Police Gun Range

12. ADMINISTRATOR'S REPORT

- A. **Resolution No. 2020-10-** Liquor License 5CX Corporation
- B. Washington County Historical Society Request
- C. Appointment to the Capital Investment Committee

13. MAYOR AND COUNCIL REPORTS

14. ADJOURNMENT



**CITY OF NEWPORT
CITY COUNCIL WORKSHOP MINUTES
NEWPORT CITY HALL
January 14, 2021**

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 3:00 p.m. on January 14, 2021.

2. ROLL CALL

Present (4): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, and Council Member Marvin Taylor.

3. BOARD, COMMISSIONS, AND COMMITTEE INTERVIEWS

A. Anita Wasmundt - Library Advisory Committee

Anita Wasmundt expressed her desire to serve on the Library Advisory Committee as she has been a volunteer at the library for three years and feels her volunteer work would be beneficial to the board.

B. Barb Wilcziek - Library Advisory Committee

Barb Wilcziek expressed her desire to serve on the Library Advisory Committee as she has been a volunteer at the library and is part of Newport on the Move. Ms. Wilcziek expressed she would like to get more volunteers so the library could be open longer hours.

C. Tami Fuelling - Planning Commission

Tami Fuelling expressed her desire to serve on the Planning Commission as she wants to get involved in her community. Ms. Fuelling informed the Council that she moved to Minnesota twenty years ago and wants to step in, learn, and make a commitment.

D. Michael Kermes - Planning Commission

Michael Kermes expressed his desire to serve on the Planning Commission. Mr. Kermes informed the Council that he has lived in Newport for over fifteen years. Mr. Kermes expressed that he likes the schools and wants to get more involved in the community.

4. CITY COUNCIL APPOINTMENT INTERVIEWS

A. Kay Buetow

Kay Buetow expressed her desire to serve on the City Council. Ms. Buetow informed Council of her background working for the City of St. Paul. Ms. Buetow's priorities would be to upgrade the City website, improve code enforcement, and youth programming.

B. Nathan Knox

Nathan Knox expressed his desire to serve on the City Council. Mr. Knox informed Council he ran a few times for Council and was appointed to the Library Board. Mr. Knox's priorities are to get Council to capacity, help navigate COVID-19, and to represent Newport.

C. Rozlyn Johnson

Rozlyn Johnson expressed her desire to serve on the City Council. Ms. Johnson informed Council that she has been a resident and business owner in Newport for thirty years and served on City Council for two years. Ms. Johnson's priorities are retail development and the new City Hall/Fire station.

5. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 4:49 p.m. on January 14, 2021.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



**CITY OF NEWPORT
REGULAR COUNCIL MEETING MINUTES
NEWPORT CITY HALL
January 21, 2021**

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on January 21, 2021.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, Council Member Marvin Taylor, and Council Member Rozlyn Johnson (appointed by Resolution No. 2021-09).

Not Present (0): None.

4. ADOPT AGENDA

Member Chapdelaine motioned to adopt the agenda. Seconded by Member Ingemann. Approved 4-0.

5. APPOINTING CITY COUNCIL VACANCY

A. Resolution No. 2021-09- Appointing City Council Vacancy

Mayor Elliott stated there was a vacancy created when she was elected Mayor. Interviews were conducted last Thursday for this position.

Member Ingemann motioned to adopt Resolution No. 2021-09 – Appointing the City Council vacancy to Rozlyn Johnson. Seconded by Member Chapdelaine. Approved 3-1 (Taylor).

6. PUBLIC COMMENTS

None.

7. ADOPT CONSENT AGENDA

- A. Minutes-** January 7, 2021 Regular Council
- B. Minutes-** January 7, 2021 Council Workshop
- C. 10th Avenue Stormwater Improvements Update**
- D. Change Order No. 1-** Decrease \$500
- E. Ordinance No. 2021-01-** Boards, Commissions, and Committees
- F. Boards, Commissions, and Committees Appointments**
- G. List of Bills-** \$190,621.21
- H. Financial Statement-** December 2020

Member Taylor requested to have Ordinance No. 2021-01 pulled from the Consent Agenda.

Member Ingemann motioned to adopt the Consent Agenda with the removal of item E. Seconded by Member Chapdelaine. Approved 5-0.

Member Taylor inquired if Ordinance No. 2021-01 includes all Commissions ending on January 31. Mayor Elliott stated yes as other committees follow the Planning Commission ordinance.

Member Taylor motioned to approve Ordinance No. 2021-01. Seconded by Member Johnson. Approved 5-0.

8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

None.

9. FIRE CHIEF'S REPORT

Fire Chief Steve Wiley stated he has nothing to report but congratulated Member Johnson on her appointment.

10. ENGINEER'S REPORT

A. Inflow and Infiltration (I-I)

City Engineer Jon Herdegen stated last summer the City of Newport requested bonding funds to implement I-I improvement projects from the state legislature. The City was awarded a \$2M bonding bill appropriation in late October to implement I-I mitigation improvements within its sanitary sewer collection system. Engineer Herdegen described the proposal to include work within the sewer that was lined back in 2011 as well as mainline lining and lateral lining in the area down 18th Street and crossing the Highway 61 corridor.

Engineer Herdegen explained the challenge given that they do not have a lot of information, so requested Council authorize staff to solicit bids to complete the televising work associated with the I-I improvement project. The overall project will include assessments to benefiting property owners.

Member Chapdelaine inquired if Engineer Herdegen has a rough idea of what this assessment could cost the property owners. Engineer Herdegen stated it will depend on the scope of the project, but a rough estimate would be \$3,000-\$5,000. Member Ingemann inquired if the City completes this televising work, would that satisfy the required televising needed when you sell your home. Engineer Herdegen stated all work will be documented, so we can look further into this. Member Elliott inquired how much sewer we are looking to repair and the televising costs. Engineer Herdegen stated about 250-300 connections. Engineer Herdegen stated the televising will cost about \$30,000-\$50,000, but this work is eligible for reimbursement through the bonding bill.

Member Ingemann motioned to approve the RFP for televising work for the I-I improvement project. Seconded by Member Chapdelaine. Approved 5-0.

11. SUPERINTENDENT OF PUBLIC WORKS REPORT

Superintendent of Public Works Bruce Hanson stated he has nothing to report but will stand for questions. Member Chapdelaine inquired if the gas piping project had any impact and caused the watermain break near him. Superintendent does not believe there was any correlation

12. ADMINISTRATOR'S REPORT

A. Ordinance No. 2021-02- MRCCA

City Planner Sherri Buss stated the Planning Commission has been working on the MRCCA overlay ordinance. The ordinance has provisional approval from the DNR. The Planning Commission held a public hearing on the draft at their January meeting. The Planning Commission made a few final changes to the ordinance based on the comments they received at the hearing.

Planner Buss stated the State of MN adopted new rules for the riverway in 2017. The State requires all local governments in the MRCCA to adopt a new ordinance for this district and the DNR provided a model ordinance to use as a base. When the City gives variances or conditional use permits in this district there are new setback requirements from the river and the bluff. There are permit requirements if people want to make changes to existing and native vegetation. If someone wants to change the grade or stormwater management on their property, MSA will need to review and ensure it meets the new standards.

Planner Buss stated there were a few comments made during the Public Hearing and summarized these comments for Council. Mary Kinney who resides at 1349 2nd Avenue spoke about the ordinary high-water level and inquired why her private wetland was included. Planner Buss stated she left messages with the DNR but has not heard back. Colleen Toberman, who is with Friends of the Mississippi River, had several suggestions about the ordinance. Ms. Toberman wanted us to look at bird safe standards for building and building heights near the transit station. The Planning Commission will investigate these items when looking at design standards for that area. Ms. Toberman wanted us to look at open space, but that is already addressed within our park dedication. There was an email from Penny Duff who wanted us to look at native plantings in the overlook areas. The City will get new plans for the overlook areas in the next month or so.

Member Ingemann inquired about the Cold Storage sign. Planner Buss stated that sign was approved under the old ordinance, so it would not be affected by this new ordinance.

Anthony Mahmood, who resides at 822 High Street, clarified that Ms. Kinney's question is to understand why a privately owned wetland would be under the DNR regulation. Planner Buss stated she posed this question to the DNR but has not received an answer yet.

Member Taylor stated there is also a provision, using setback averaging, that may help people conform to neighbors around them in lieu of the strict setbacks. Planner Buss stated there are several exceptions for existing structures or for people who want to build in the same general area as their neighbors.

Member Chapdelaine motioned to adopt Ordinance No. 2021-02 for the MRCCA. Seconded by Member Johnson. Approved 5-0.

B. Chamber of Commerce Request

City Administrator Deb Hill stated the local area Chamber of Commerce puts out a yearly community resource guide called Connect. In the past, the Bulletin paid for this mailing. The Chamber of Commerce inquired if local communities would pay the cost of mailing to their own community. The cost for Newport would be \$328.48. Newport would also be provided an advertising space in 2021 to advertise one of our community events.

Member Ingemann motioned to approve the Chamber of Commerce request. Seconded by Member Chapdelaine. Approved 5-0.

13. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated she participated in a zoom meeting with Senator Bigham and Representative Frankie. They discussed priorities for Newport at the legislative level. They spoke about LGA funding, clean drinking water for Newport, and I-I funding with the impact on our water rates. Mayor Elliott stated her other zoom meeting was with Representative McCollum and the Mayors of Washington County. Ms. McCollum spoke about the \$600 stimulus money from the federal government, rental assistance, loan forgiveness, and money to help places stay COVID safe. They also discussed the scrutiny government entities are under for spending money from the CARES Act. Finally, they discussed the COVID vaccine.

Member Taylor stated he attended the Planning Commission meeting where Anthony Mahmood was appointed Chair and Brandon Leyde was appointed Vice-Chair. Member Taylor stated he is beginning the League of Minnesota Cities - Elected Leaders Institute program.

Member Johnson stated she looks forward to working with everyone.

Member Chapdelaine stated he attended a zoom meeting with Administrator Hill for a Mississippi River plastic pollution initiative project. They are looking for individuals or small groups to clean up plastic in the river.

14. ADJOURNMENT

Member Chapdelaine motioned to adjourn the City Council Meeting. Seconded by Member Ingemann. Approved 5-0.

The City Council Meeting was adjourned at 6:28 p.m. on January 21, 2021.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



**City of Newport, Minnesota
ANNUAL KENNEL LICENSE**

Name: Kay Buetow

Address: 1777 3rd Ave

Phone: 651-458-5610

Total Lot Size (Sq Ft): _____

Size of Kennel (Sq Ft): _____

Type of Animal to be Kenneled: _____

Breed(s): Pugness, cockapoo's, mixed terrior

Maximum Adult Animals to be Kenneled: 4

Applicants Signature: Kay Buetow

Fee: \$50

Receipt #: _____ Date: _____ Cash: _____ Check #: _____

Approved by the Newport City Council on the _____ day of _____, 20__.

This license is valid until December 31, 20__.

City Administrator

Mayor

City of Newport, MN
Resolution No 2021-11

By Its City Council Ratifying The Declaration Of Local Emergency By The
Mayor Of The City And Extended The Declared Emergency Created Thereby
For 30 Days Pursuant To Minnesota Statute Section 12.29

WHEREAS, the Mayor of the City of Newport, Minnesota, has issued a Proclamation declaring the existence of a Local Emergency, and that it be extended, dated the 7th day of January, 2020, pursuant to the authority granted to the Mayor under Minnesota Statute §12.29;

WHEREAS, the Council agrees with the Mayor's determination that COVID-19 (Coronavirus) is predicted to significantly impact the population of the City of Newport, MN; and

WHEREAS, COVID-19 can cause a significant amount of negative affects upon the well-being of the residents of Newport and prompt action is necessary to protect the public health, safety and property within the City; and

WHEREAS, the Proclamation and Declaration of Emergency by the Mayor must be ratified by the City Council for it to be effective for 30 days from the date of that action by the Mayor; and

WHEREAS, the City Council agrees in all respects with the action taken by the Mayor and wishes to ratify the Declaration of Emergency at least thirty days to be assured that necessary actions allowed under such a State of Emergency can be undertaken on behalf of the City in the manner allowed by law.

BE IT RESOLVED, that the Newport City Council ratifies the Declaration of the Mayor of the City of Newport and declares the City of Newport in a State of Emergency for conditions resulting from the health concerns presented by COVID-19.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Newport declares a State of Emergency that will remain in effect for 30 days in accordance with State Statute ending no later than March 5, 2021 unless extended by the Newport City Council.

Adopted this 4th day of February 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Johnson	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator

Recurring

Paid Chk#	001558E	COMCAST	1/28/2021	\$89.46	Telephone, cable and internet
Paid Chk#	001559E	COMCAST	1/28/2021	\$3.66	Telephone, internet and cable
Paid Chk#	001560E	COMCAST	1/28/2021	\$140.92	Cable, internet and telephone
Paid Chk#	001561E	UNITED STATES TREASURY	1/28/2021	\$8,433.28	SS, medicare and federal
Paid Chk#	001562E	FURTHER	1/28/2021	\$518.45	HPSA contribution
Paid Chk#	001563E	MN REVENUE	1/28/2021	\$1,397.64	State taxes
Paid Chk#	001564E	MSRS	1/28/2021	\$3,687.29	Voluntary retirement and HCSP
Paid Chk#	001565E	UNUM	1/28/2021	\$457.89	Long-term and life insurance
Paid Chk#	001566E	WEX BANK	1/28/2021	\$2,046.41	Petrol
Paid Chk#	023439	ANCHOR SOLAR INVESTMENTS, LLC	1/28/2021	\$358.02	Solar leasing
Paid Chk#	023440	PAUL GRETEN	1/28/2021	\$300.00	Uniform allowance
Paid Chk#	023441	ROZLYN JOHNSON	1/28/2021	\$74.75	Election judge
Paid Chk#	023442	THOMAS JOHNSON	1/28/2021	\$176.65	Overpayment of final water bil
Paid Chk#	023443	NCPERS GROUP LIFE INS.	1/28/2021	\$32.00	Additional life insurance
Paid Chk#	023444	PERA	1/28/2021	\$4,827.86	Retirement
Paid Chk#	023445	QUADIENT FINANCE USA, INC.	1/28/2021	\$664.97	Postage 1/4 contract and posta
Paid Chk#	023446	SAMS CLUB DIRECT	1/28/2021	\$67.16	Supplies
Paid Chk#	023447	JOSH STROM	1/28/2021	\$44.50	Water rebate grant
Paid Chk#	023448	VERIZON	1/28/2021	\$391.72	Cell phones and hot spots
Paid Chk#	023449	XCEL ENERGY	1/28/2021	\$10,294.82	Natural gas and electricity
			Staff	\$20,452.09	

Non-recurring

Paid Chk#	023450	ADVANCED GRAPHIX INC.	2/4/2021	\$278.25	Vehicle decals
Paid Chk#	023451	AGGREGATE INDUSTRIES MIDWEST	2/4/2021	\$826.97	Childs road
Paid Chk#	023452	BURGGRAFS ACE	2/4/2021	\$517.88	Streets supplies
Paid Chk#	023453	CARGILL INC.	2/4/2021	\$8,336.15	Deicer
Paid Chk#	023454	COMPASS MINERALS AMERICA	2/4/2021	\$9,040.59	Road salt
Paid Chk#	023455	COMPUTER INTEGRATION TECH	2/4/2021	\$60.00	Monthly softare fees
Paid Chk#	023456	COTTAGE GROVE AREA CHAMBER	2/4/2021	\$328.48	Contribution for mailing flyer
Paid Chk#	023457	CITY OF COTTAGE GROVE	2/4/2021	\$42,041.86	4th quarter building permits,
Paid Chk#	023458	LEAGUE OF MINNESOTA CITIES	2/4/2021	\$95.00	Leaders Institute Program
Paid Chk#	023459	METERING & TECHNOLOGY SOLUTIONS	2/4/2021	\$11,729.27	Water meters and supplies
Paid Chk#	023460	METRO CITIES	2/4/2021	\$1,682.00	Membership dues
Paid Chk#	023461	METROPOLITAN AREA MGMT ASSO	2/4/2021	\$45.00	Membership dues
Paid Chk#	023462	OXYGEN SERVICE CO.	2/4/2021	\$135.95	Gas supplies
Paid Chk#	023463	PERMIT WORKS	2/4/2021	\$2,100.00	Yearly software and software s
Paid Chk#	023464	SHRED RIGHT	2/4/2021	\$56.70	Document shredding
Paid Chk#	023465	WATER CONSERVATION SERVICE	2/4/2021	\$319.00	Leak locate
Paid Chk#	023466	WINZER	2/4/2021	\$122.75	Plow bolts
				\$132,175.39	



MSA Engineer's Report

To: Honorable Mayor and City Council Members
From: Jon Herdegen, P.E. – City Engineer
Date: January 27, 2021 – For the February 4th Council Meeting

3M PFC Settlement

The Co—Trustees have scheduled another round of work group meetings for February 16th (Citizen-Business Group) and February 17th (Government and 3M Working Group & Technical Subgroup 1). Council Member Chapdelaine and I plan to attend these meetings and report any pertinent information to the Council during the regular meeting.

As the conceptual drinking water supply plan and recommended projects lists become finalize, some of our fellow south Washington County communities have passed resolutions expressing their support of option currently under consideration by the Co-Trustees. We thought it would be an appropriate time to provide a high-level review of the options under consideration and solicit Council feedback. Following this discussion, we suggest preparing a resolution to pass along to the Co-Trustees.

Action Requested: We respectfully request the Council provide direction pertaining to the forum this discussion should take place (regular Council Meeting or Council Workshop) and any specific information that will aid in the discussion.

Attachments:

None.

Newport Parks and Funding

Bruce Hanson, Superintendent of Public Works

Agenda

- Lion's Park
- Busy Beaver
- Pioneer Park
- Loveland Park
- Newport-Bailey School Forest
- Overlooks and Pocket Parks
- Expenditures/Revenue
- Funding Options
- Park Dedication Funds

Lion's Park

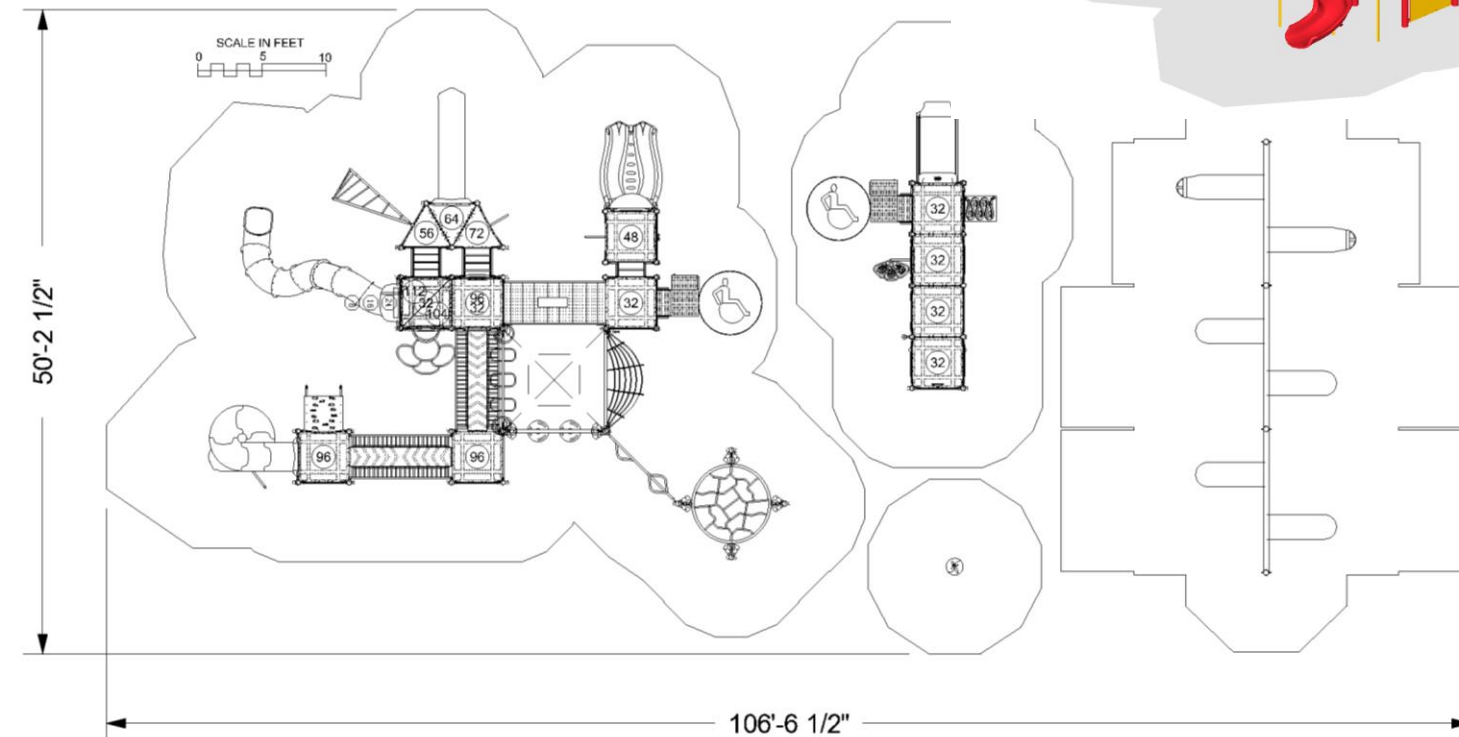
- Dedicated in 1994
- Play Equipment 1999
- Ages 5-12
- Capacity Approx. 12
- Pavilion w/ power, water and grills
- Hockey and pleasure rink w/ warming house



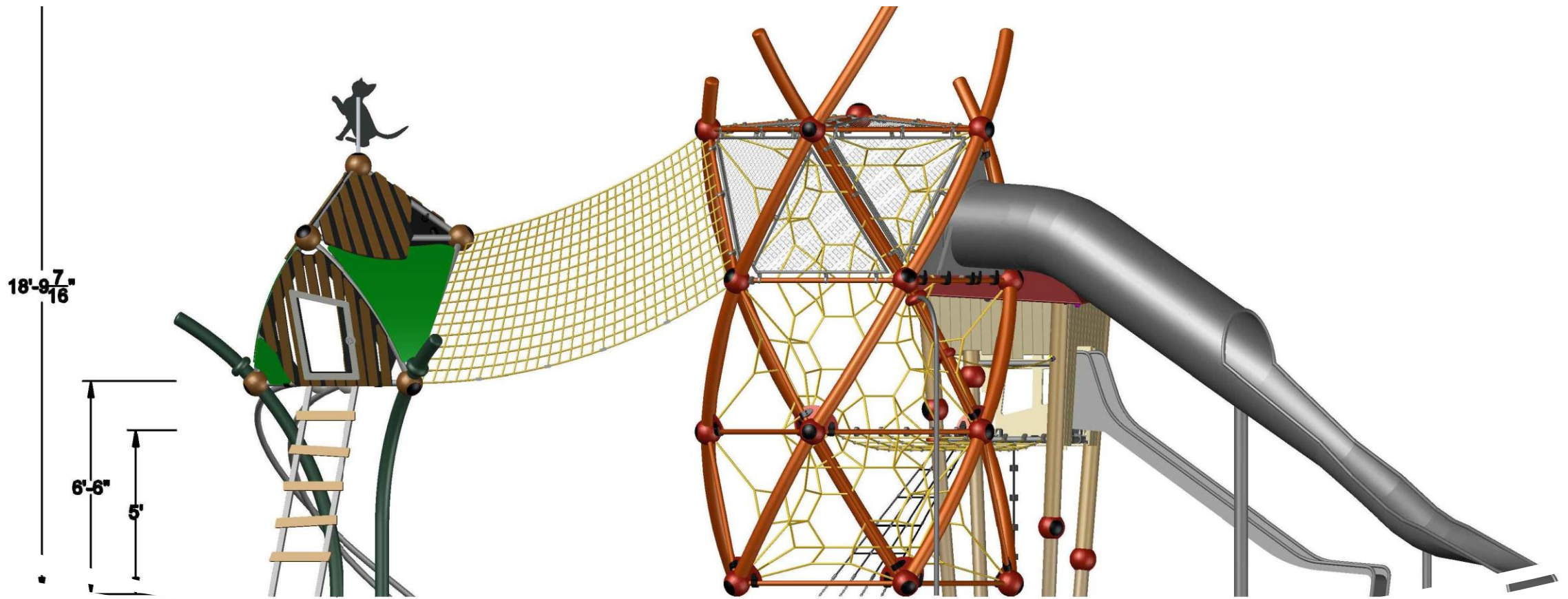
Lion's Park Play Option 1

Capacity 240

Total Cost: **\$243,719**



Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge.



Lion's Park Play Option 2

Approx. \$200,000 plus Fall Area \$120,000

Lion's Park

PLANNED CIP EXPENDITURES

New Skate Rink Lighting

- \$50,000 (2022)

Asphalt Skating Rink

- \$30,000 (2021)

Parking Lot Overlay

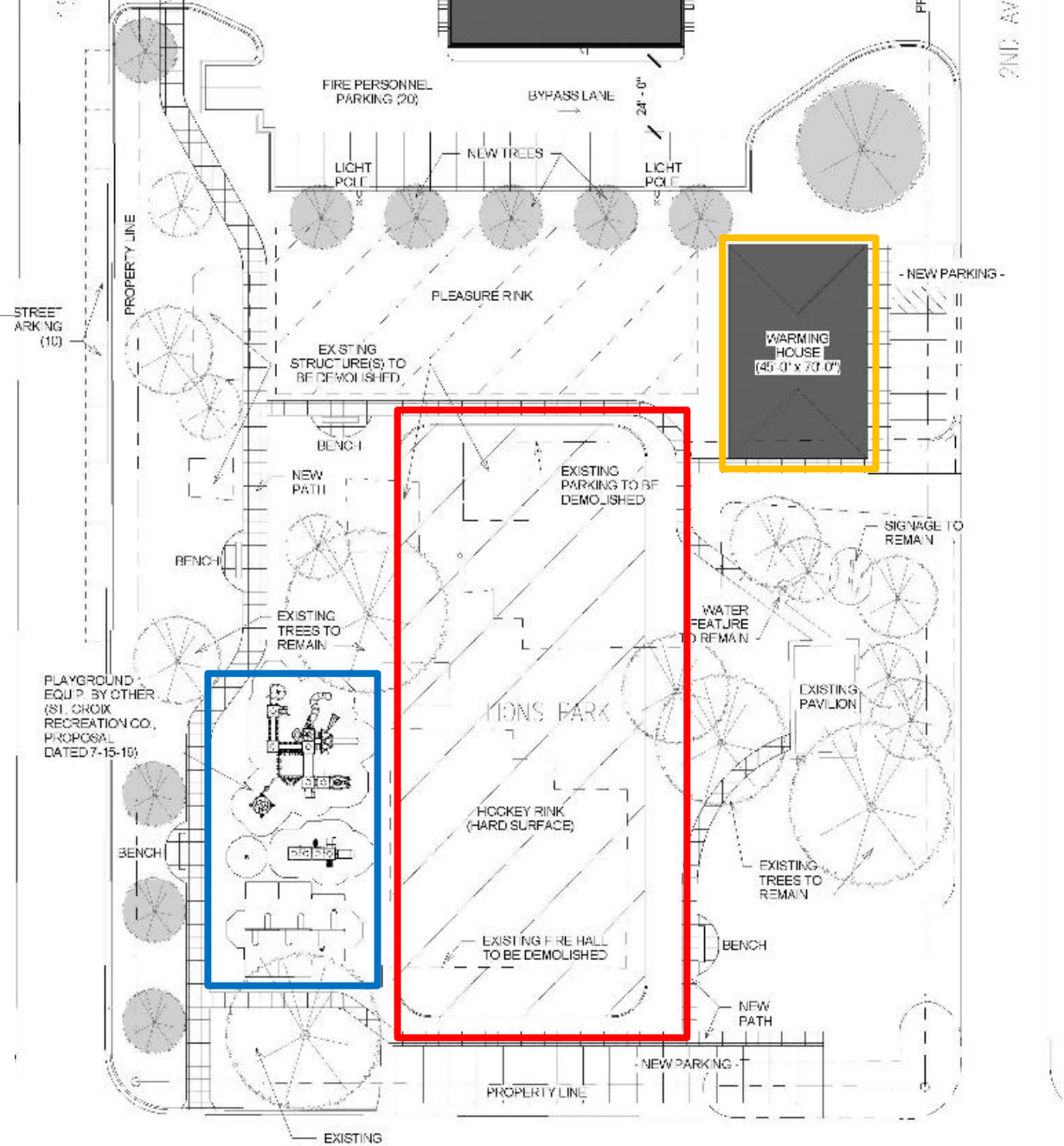
- \$105,000 (2022)

Rink Repair

\$75,000 (2022)

New Play Structure

- \$250,000 (2022)



Warming House (St. Anonthy Village)

Estimated Cost to Build is
\$100,000

Possible Community Room

Seasonal Rest Rooms

Possible storage for rink
sweeper



Busy Beaver

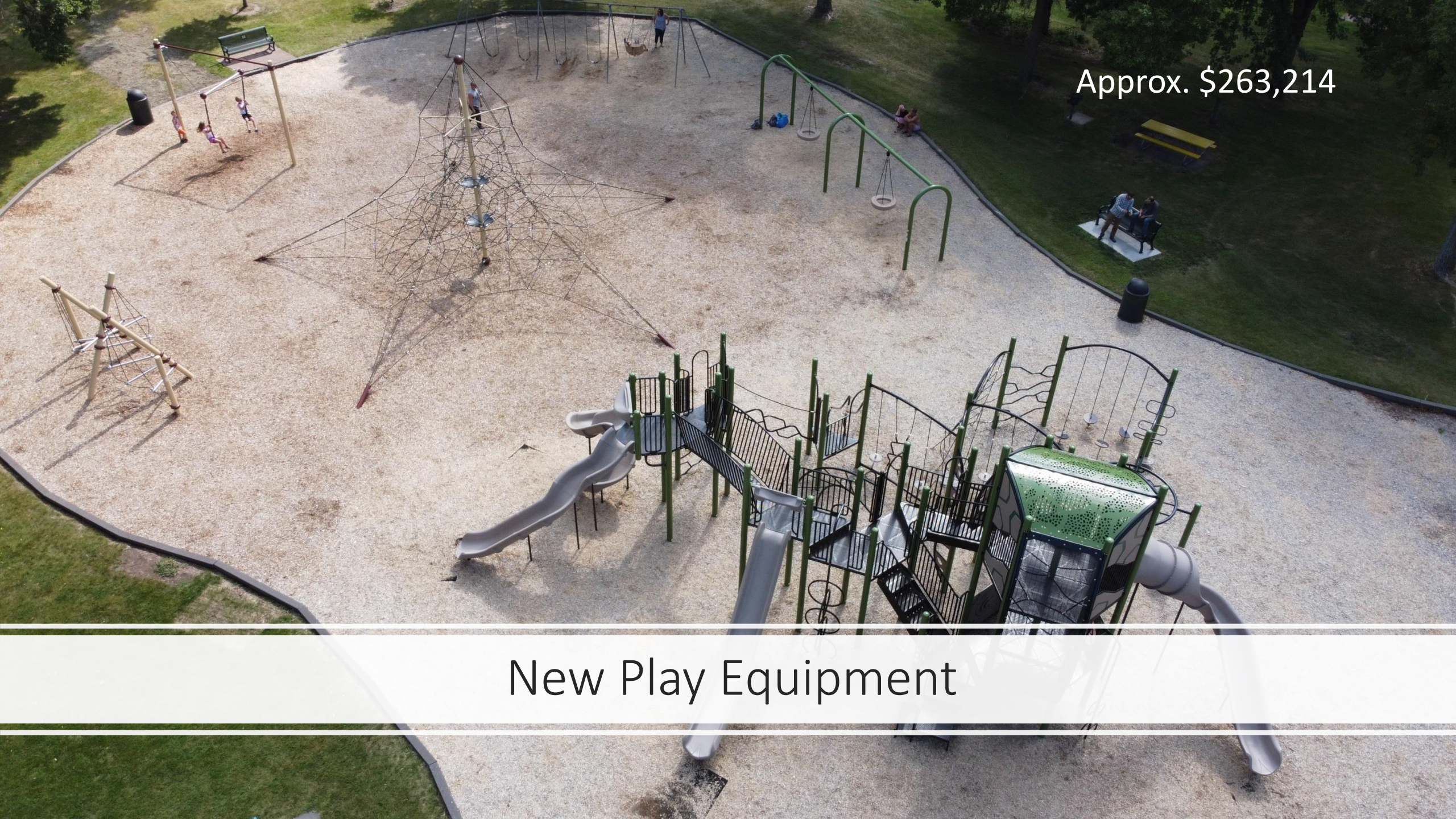
- Play Equipment 1997
- Updated Play Equipment 2007
- Ages: 2-5
- Capacity: 20
- Two Table Shelters w/Grill





Pioneer Park

- Play Equipment 1996
- Utilizes recycled materials provided by a 1-time recycling grant
- Ages 5-12 Capacity 181
- Horseshoe pits
- Two pavilions and grills
- Veterans Memorial
- Time capsule



Approx. \$263,214

New Play Equipment



Loveland Park

- Play Equipment 2001
- Capacity 81
- Ages 5-12
- Baseball/Softball Fields, Pavilions, and Horseshoe Pits
- Basketball and Tennis courts
- Three pavilions
- Hiking trails with shelters
- Hockey and Pleasure rink with Warming house

Newport-Bailey School Forest



- Pavilion Built 2013 w/ solar power
- Parking Lot Resurfaced 2019
- Sign Tree Trust
- Hiking trails-some segments ADA accessible
- ISD 833 learning stations



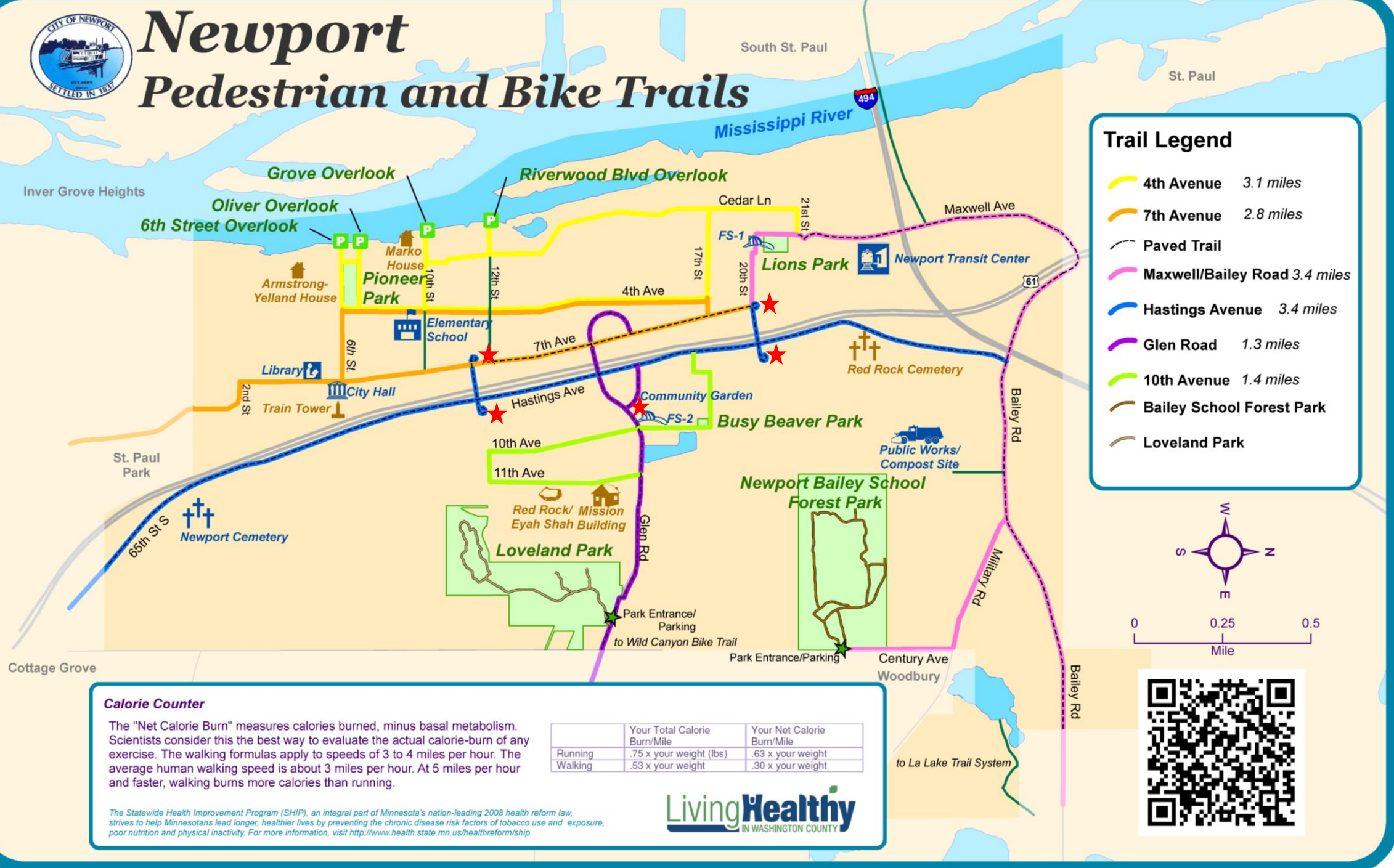
Overlooks and Pocket Parks

- Overlooks
 - Park Place replanting 2021
 - Grove Street landscaping 2021
 - 12th Street replanting 2021
- Pocket Parks
 - Dogwood Park (NE) Concrete pad and table
 - Arrowwood Park (NW) Concrete pad and table
 - Hawthorn Park (SE) Concrete pad and table
 - Chokeberry Park (SW) Concrete pad and table
 - Henry Clay James (Glen Road) Concrete pad and table





Newport Pedestrian and Bike Trails



Trail Legend

- 4th Avenue 3.1 miles
- 7th Avenue 2.8 miles
- Paved Trail
- Maxwell/Bailey Road 3.4 miles
- Hastings Avenue 3.4 miles
- Glen Road 1.3 miles
- 10th Avenue 1.4 miles
- Bailey School Forest Park
- Loveland Park

Calorie Counter

The "Net Calorie Burn" measures calories burned, minus basal metabolism. Scientists consider this the best way to evaluate the actual calorie-burn of any exercise. The walking formulas apply to speeds of 3 to 4 miles per hour. The average human walking speed is about 3 miles per hour. At 5 miles per hour and faster, walking burns more calories than running.

	Your Total Calorie Burn/Mile	Your Net Calorie Burn/Mile
Running	.75 x your weight (lbs)	.63 x your weight
Walking	.53 x your weight	.30 x your weight

The Statewide Health Improvement Program (SHIP), an integral part of Minnesota's nation-leading 2008 health reform law, strives to help Minnesotans lead longer, healthier lives by preventing the chronic disease risk factors of tobacco use and exposure, poor nutrition and physical inactivity. For more information, visit <http://www.health.state.mn.us/healthreform/ship>.

Living Healthy
IN WASHINGTON COUNTY

Planned Capital Expenditures Thru 2026

- Bailey School Forest
 - No planned CIP Expenses
- Busy Beaver Park
 - New Play Structure- \$100,000 (2023)
- Loveland Park
 - Skating Rink Lighting- \$30,000 (2026)
 - Replace Drinking Fountains (ADA)- \$7,500 (2021)
 - Sprinkler System on Ball Fields- \$15,000 (2026)
 - New Play Structure- \$150,000 (2026)
- Pioneer Park
 - Paving Parking Area- \$8,500 (2025)
 - Replace Play Structure- \$150,000 (2023)
 - Water to Large Pavilion- \$5,000 (2023)

Newport Park Expenditure

Play Equipment

- New Playground Equipment- \$450,000
- Playground Removal Options

Annual Maintenance

- Parks Total Operating Budget- \$436,620 (2021)
- Annual Maintenance is approx. 5% of original equipment cost

Capital Maintenance

- Fencing- \$6,000 (2023)
- Tree Removal (EAB)- Ongoing
- Levee Removal- \$30,000 (2022)
- Fishing Pier- \$30,000 (2025)

Park Funding Options

Park Dedication

- New and expanded uses

Capital Improvement Planning

- Funds set aside bit-by-bit for future use

Annual Budget

- General maintenance and upkeep of current parks

Bonding

- Only for large expenditures requiring a loan

Park Dedication Fund

Current Park Dedication fund
balance- \$209,916

Primary Focus: Redevelopment and
Expansion of Lion's Park

- Regulated by State Statute (M.S.A. § 462) and City Code (Ch. 28, Art. IV)
- How the money is funded?
 - New development of residential properties
 - Single-Family- \$3,400
 - Multi-Family- \$2,550 per dwelling unit
 - Commercial/Industrial- \$6,000 per acre
 - Developers may choose to include park space in lieu of dedication fees
- What the money can be spent on?
 - Sec 28-126(6) "...the subdivider shall be required to deposit with the city a cash payment in lieu of land dedication. The deposit shall be placed [i]n a separate fund established by the city, and shall be used only for the acquisition of parks, trails, or other recreation areas, and **expansion and development of existing parks.**"



January 5, 2021

Mr. Bruce Hanson
Supervisor of Public Works
1100 Bailey Road
Newport, MN 55055

Submitted by email: brhanson@mninter.net

**Re: Proposal to Conduct Phase I Environmental Site Assessment
City of Newport Public Works Property
1100 Bailey Road
Newport, MN 55055
MSA Project #P10316078**

Dear Mr. Hanson,

This letter and the attached agreement comprise MSA's proposal to perform a Phase I Environmental Site Assessment (ESA) of the City of Newport Public Works Property consisting of Washington County Parcel 25.028.22.24.001 located at 1100 Bailey Road, Newport, Washington County, Minnesota.

The purpose of a Phase I ESA is to conduct an appropriate inquiry into the ownership and use of the property with the goal of identifying recognized environmental conditions in connection with the property and to permit the user to qualify for landowner liability protection in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The term, recognized environmental condition, refers to the presence, or likely presence, of a hazardous substance or petroleum product on the property under conditions that represent a release, a past release, or a material threat of a release into structures on the property or into the ground, groundwater, or surface water of the property. De minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action, if brought to the attention of appropriate government agencies, are not recognized environmental conditions.

SCOPE OF SERVICES

MSA will perform a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-13. ASTM Practice E 1527-13 includes four components:

RECORDS REVIEW - Check standard federal and state environmental database records; review the current USGS 7.5-minute topographic map, and reasonably ascertainable historical documents.

SITE RECONNAISSANCE - Visit the site to visually and physically observe the property and any features located on the property, to the extent not obstructed by bodies of water, adjacent buildings or other obstacles.

INTERVIEWS - Interview the current and former property owner, and to the extent applicable a key site manager, occupants of the property, and at least one local government official.

REPORT - Evaluate and document the findings, opinions and conclusions in a Phase I ESA report.

It is MSA's understanding that this assessment is being performed to check the environmental integrity of the property as it relates to potential future use.

332 W. Superior Street
Suite 600
Duluth, MN 55802

P (218) 722-3915
TF (800) 777-7380
F (218) 722-4548

www.msa-ps.com

Mr. Bruce Hanson, Superintendent
January 5, 2021

Client Provided Information

You are requested to provide the following information in connection to the property, if available:

- A complete legal description of the property that is the subject of the Phase I ESA.
- A copy of certified survey map(s) for the property that are the subject of the Phase I ESA.
- Copies of any other maps related to the property.
- Any environmental liens or activity or use limitations identified during a review of information related to the property.

In addition, the ASTM 1527-13 standard defines the following User Responsibilities:

- Review copies of land title records, with the goal of identifying environmental liens and/or use restrictions currently recorded against the property.
- Review environmental liens and/or use restrictions that currently apply to the property, but which are not recorded on land title records.
- Provide the environmental professional with copies of documents or written summaries of specialized knowledge you have regarding the environmental condition of the property.
- Notify MSA of the existence of a lower purchase price for the property, if you have actual knowledge that the purchase price of the property is significantly less than the purchase price of comparable properties.

In addition, if needed, a completed Property Owner's Permission Form will need to be on file prior to accessing the property.

Significant Assumptions

Information provided to MSA by individuals familiar and/or associated with the property and adjacent properties will be accepted by MSA in good faith and will be assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, will also be accepted by MSA in good faith and will be assumed to be accurate.

Limitations and Exceptions

There may be environmental issues or conditions relevant to a particular property or property transaction that are outside the scope of the ASTM 1527 standard report. Typical non-scope considerations include, but are not limited to the following:

- | | |
|-----------------------------------|----------------------------|
| • evaluation of asbestos | • industrial hygiene |
| • radon | • health and safety |
| • lead based paint | • ecological resources |
| • lead in drinking water | • endangered species |
| • wetlands | • indoor air quality |
| • regulatory compliance | • high voltage power lines |
| • cultural and historic resources | |

No environmental assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this assessment as prescribed by ASTM 1527 is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions. The findings, opinions and conclusions presented in the final report will be based on the information obtained through the records review, site reconnaissance and interviews conducted during the assessment. No certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, information provided by others, or observations made in connection with this assessment is offered. Similarly, no certification, warranty or guarantee regarding the presence or absence of recognized environmental conditions, is offered, whether or not recognized environmental conditions are identified in the final report.

Mr. Bruce Hanson, Superintendent
January 5, 2021

User Reliance

It is understood that the Phase I ESA report will be prepared for the exclusive use of the Client. Additional "Users" of the report can be identified in the body of the report if provided by the Client prior to the publication of the Phase I ESA report at no additional cost. Additional "Users" of the report may then rely on the report subject to the terms and conditions of the proposal and agreement between MSA Professional Services and the Client. User reliance correspondence issued after the publication of the report will be prepared at a cost agreed upon by MSA and the Client, subject to the General Terms and Conditions of Services of the Environmental Consulting Services Agreement between MSA and the Client.

Cost Estimate and Schedule

MSA's fee to complete the Phase I ESA described above is **\$2,000.00** Lump Sum.

The final ESA report will be completed and delivered to you within three weeks of receipt of authorization to proceed, pending timely receipt (within two weeks of your authorization to proceed) of the client provided information listed above. We will provide 1-paper copy of the report and a diskette or memory stick with a pdf file of the report.

Authorization to proceed shall be given by signing and returning the enclosed Environmental Consulting Services Agreement. Thank you for the opportunity to submit this proposal. Please contact me if you have questions regarding this proposal.

Sincerely,
MSA Professional Services, Inc.



Jeffrey K. Anderson, PE
Senior Project Manager

JKA

Enclosures: MSA Environmental Consulting Services Agreement



Environmental Consulting Services Agreement

This AGREEMENT ("Agreement") is made on January 5, 2021, by and between CITY OF NEWPORT (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), Duluth, which agree as follows:

Scope of Services: MSA shall provide the scope of professional environmental consulting services for the OWNER, directly or indirectly, indicated in the letter proposal dated January 5, 2021 ("Services"). Any changes or additions to the Scope of Services shall be made by written amendment to this Agreement by MSA and OWNER.

Terms and Conditions: All Services performed by MSA pursuant to this Agreement shall be performed in accordance with, and MSA's and OWNER's obligations shall be governed by, the General Terms and Conditions attached hereto and incorporated herein by this reference. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Authorization: MSA will commence performance of the Services on this project upon OWNER's written authorization. OWNER's written authorization is provided and acknowledged by the signatures of MSA's and OWNER's authorized representatives below. By signing this Agreement below, each of the undersigned parties represent and warrant that he or she has full right, power and authority to execute this Agreement and bind his or her respective party to the terms and conditions hereof. A copy of this fully-executed Agreement shall be returned for MSA's files.

Survival: The General Terms and Conditions incorporated into this Agreement shall survive the completion of the Services performed hereunder or the termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby.

CITY OF NEWPORT

Bruce Hanson
Superintendent

Date: _____

1100 Bailey Road
Newport, MN 55055
Phone: (651) 459-2475
Fax: (651) 459-2043

MSA PROFESSIONAL SERVICES, INC.

Jeffrey Anderson

Jeffrey Anderson, PE
Senior Project Manager

Date: January 5, 2021

332 W Superior Street, Suite 600
Duluth, MN 55802
Phone: (218) 499-3175
Fax: (218) 722-4548

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES (ENVIRONMENTAL)

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

9. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the

date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

13. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

14. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

16. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

17. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

18. OWNER ACKNOWLEDGES AND AGREES THAT THE INFORMATION DEVELOPED OR IDENTIFIED BY MSA PURSUANT TO THIS AGREEMENT MAY TRIGGER FOR THE OWNER OBLIGATIONS UNDER LOCAL, STATE OR FEDERAL ORDINANCES, LAWS, RULES OR REGULATIONS TO REPORT THE DISCOVERY OF CONDITIONS TO LOCAL, STATE OR FEDERAL REGULATORY OR GOVERNMENTAL AUTHORITIES. OWNER ACKNOWLEDGES THAT MSA DOES NOT PROVIDE ANY ADVICE, RECOMMENDATION OR CONCLUSION REGARDING THE REPORTABLE NATURE OF ANY OF THE FINDINGS OR OBSERVATIONS RESULTING FROM THE PERFORMANCE OF SERVICES HEREUNDER. THE DETERMINATION OF THE OWNER'S REPORTING REQUIREMENTS OR OBLIGATIONS UNDER LAW IS A LEGAL CONCLUSION FOR WHICH MSA ASSUMES NO RESPONSIBILITY AND ABOUT WHICH MSA PROVIDES NO OPINION, CONCLUSION, FINDING OR CERTIFICATION. OWNER ACKNOWLEDGES AND AGREES THAT OWNER MUST SEEK THE ADVICE OF LEGAL COUNSEL TO DETERMINE OWNER'S OBLIGATIONS SHOULD ENVIRONMENTAL RELEASES OR CONDITIONS BE IDENTIFIED.

19. MSA shall perform its Services under this Agreement in accordance with laws and regulations in effect at the time of execution of this Agreement. OWNER shall retain responsibility for compliance with all laws and regulations applicable to its property, employees, and operations, including but not limited to: the reporting of any hazardous substance releases, disclosing information to protect employees and public health, applying for and obtaining required permits or licenses, submitting reports, providing a safe work place, and providing the proper management of wastes and hazardous substances and materials.

20. All data, documents, reports and other information relating directly or indirectly to the Services shall be supplied by MSA to the OWNER for the OWNER's sole and exclusive use in connection with the evaluation of property. All such data, reports, and other information shall be held in confidence for the aforementioned use only to the extent allowable by law. Data, documents and reports prepared by MSA pursuant to this Agreement are prepared for the exclusive use of the OWNER and not for use or reliance upon by any third-party. Any third-party necessarily has different interests, purposes, concerns, and motives than the OWNER with regard to such documents and reports. Therefore, use of such documents by any third-party is expressly prohibited without the joint written authorization of the OWNER and MSA, which shall necessarily include the precondition that the third-party agree to accept the terms and conditions of this Agreement, including the limitation of liability and indemnification protections. Data, documents and reports prepared by MSA pursuant to this Agreement are intended to be presented and reproduced only in their entirety, complete with all supporting data, assumptions, limitations, and, if applicable, recommendations. Such documents shall not be used by OWNER or any party in any form other than in their entirety and all abridged or altered versions are prohibited.

21. OWNER shall assist MSA in performance of the Services hereunder by placing at MSA's disposal all available documents and information pertinent to the Services, including, but not limited to, those that relate to the identity, location, quantity, nature, or characteristics of any hazardous substance or waste at, on, or under the site. In addition, OWNER shall furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by MSA for performance of its Services.

The OWNER shall furnish information identifying utility types and locations, and other manmade objects beneath the surface. MSA shall take reasonable precautions to avoid damaging the utilities and objects in conjunction with activities performed with its Services. OWNER shall approve the work plan and Scope of Services. OWNER agrees to waive any claim against MSA and to indemnify, defend, (by counsel of MSA's choice) and hold harmless MSA and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for

injury or loss, cost, fee or expense arising from damaged utilities or other objects that were not called to MSA's attention or which were not properly located on plans and information furnished to MSA. OWNER shall continue to supply to Consultant all material information and documents in its possession, custody or control known to OWNER and material to the Site and the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks and telephone cables. OWNER will give prompt notice to Consultant whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.

22. The OWNER will furnish right-of-entry and complete access for MSA, its subcontractors, consultants, agents, officers, directors and employees to such property as may be necessary for MSA to perform the Services under this Agreement. MSA will take reasonable precautions to minimize damage to the property caused by MSA's equipment, but has not included in MSA's fee the cost of restoration of damage which may result from MSA's operations. If the OWNER requires MSA to restore property to its former condition, the costs associated with restoration will be added to MSA's fee.

23. The Scope of Services may not be adequate to identify environmental hazards or problems, even if performed in accordance with "current professional standards", and, therefore, MSA cannot guarantee the accuracy of results or conclusions relating thereto.

Information provided to MSA by individuals familiar and/or associated with the property and/or facility, or adjacent land parcels and/or facilities, that is the subject of this Agreement has been accepted by MSA in good faith and is assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, has been accepted by MSA in good faith and is assumed to be accurate. OWNER has neither requested nor paid MSA to independently verify the truthfulness, accuracy or completeness of the information provided to MSA by database search services, governmental or regulatory records or databases, or by individuals. MSA assumes no responsibility for and provides no certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, or information provided by others to MSA.

MSA's findings, opinions, conclusions and recommendations are based on the actually observed conditions and operations at the property or facility on the specific date or dates of the site tour. OWNER acknowledges that conditions that limit visual observation, such as the presence of snow, thick vegetation, pavement, or structures may interfere with the identification of possible environmental factors or conditions. Hidden or concealed conditions, subsurface conditions, subsequent changes to those conditions actually observed, or incomplete disclosure by others to MSA of past or present activities at, upon or beneath the property or facility, may alter MSA's findings, opinions, conclusions and recommendations. MSA does not accept, and specifically disavows any responsibility or liability for environmental conditions at the property or facility which currently exist, formerly existed, or may exist in the future.

OWNER acknowledges that the OWNER has approved the scope of services and the level of effort for MSA to undertake and, therefore, has determined the corresponding degree of uncertainty as acceptable for the OWNER's purposes. The scope of any sampling or assessment performed by MSA hereunder is limited to the sampling and laboratory analysis of soil and/or groundwater only in certain selected locations. This sampling is intended to investigate the potential for the presence of contaminants in the immediate vicinity of the sampling point or location. Laboratory analysis is only performed for those parameters identified as potential contaminants prior to conducting the sampling or assessment. MSA assumes no responsibility for and expresses no opinion, finding, conclusion or recommendation regarding the presence or absence of any compounds or contaminants for which no such sampling or laboratory analysis was requested or performed. OWNER acknowledges that OWNER has neither requested nor paid MSA to sample and test for compounds or contaminants other than those identified herein.

24. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

25. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MSA PROFESSIONAL SERVICES, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON

THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MSA PROFESSIONAL SERVICES, INC., ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY, MSA PROFESSIONAL SERVICES, INC. AGREES TO COOPERATE WITH THE OWNER AND THE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

26. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



RATE SCHEDULE 2021

CLASSIFICATION

LABOR RATE

Architects	\$115 – \$175/hr.
Clerical	\$ 80 – \$125/hr.
CAD Technician	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration	\$ 82 – \$125/hr.
Hydrogeologists	\$127 – \$160/hr.
Planners	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers	\$ 92 – \$200/hr.
Project Manager	\$ 150 – \$242/hr.
Professional Land Surveyors	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile, 1/1/21 \$0.56/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	\$30/hour
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

City of Newport, MN
Resolution No. 2021-10
A Resolution Approving Liquor License For 5CX Corporation

WHEREAS, The City of Newport requires a license to be issued for the sale of alcohol; and

WHEREAS, applications have been submitted by the listed liquor establishments for the listed liquor licenses; and

- 5CX Corporation- Off-Sale at 1638 Hastings Avenue

; and

WHEREAS, the effective dates of all liquor licenses shall expire on June 30, 2021; and

WHEREAS, this is a new liquor business in Newport; and

WHEREAS, this liquor license will require approval from the City prior to the required inspections by Alcohol and Gambling, and

WHEREAS, this liquor business is in the process of signing a lease and transitioning the purchase from Newport Liquor, and

WHEREAS, the business has successfully passed an alcohol background check, and

WHEREAS, the business is required to provide proof of liquor insurance along with workers' compensation insurance set to expire on June 30th and prove the ability to operate of it's location, and

WHEREAS, the business will be subject to a review from Alcohol and Gambling prior to operation, and

NOW, THEREFORE BE IT RESOLVED, that the City of Newport, Minnesota, approves the application 5CX Corporations and grants a liquor license for off-sale liquor with the following conditions:

1. Provide a lease document for the operational space at 1638 Hastings Avenue
2. Provide proof of liquor liability insurance
3. Provide proof of workers' compensation insurance or appropriate form waiving this insurance requirement

Adopted this 4th day of February 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Johnson	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator



MEMO

TO: Newport City Council

FROM: Deb Hill, City Administrator

DATE: February 4, 2021

SUBJECT: Request of Donation to the Washington County Historical Society

Background: In October of 2019, the City of Newport was approached by the Washington County Historical Society to donate \$5000 for a new Heritage Center. The Council discussed the donation request and chose not to take any action until after the City/Fire Hall was closer to construction. The City has also been asked by the Washington County Historical Society for a \$5,000 donation annually for the next 5 years. Council discussed the donation request and chose to not take any action on the request until after the City/Fire Hall is closer to construction.

Discussion: The Historical Society has circled back to inquire if Newport will consider a donation. Communities that have committed so far:

Scandia - \$5,000

West Lakeland Township - \$13,000 [over 5 years]

Stillwater - \$20,000 [\$10k last two years - we ask every year for \$10k - so far, they have done so]

Baytown Township \$1,000

St. Mary's Point - \$500

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Recommendation: Staff is looking for direction on the donation request.

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Deb Hill

From: Brent Peterson <brent.peterson@wchsmn.org>
Sent: Tuesday, January 12, 2021 1:37 PM
To: Deb Hill; chapdelaine61@msn.com
Subject: Washington County Heritage Center
Attachments: Bandit Barrier from Newport, MN bank..png

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Ms. Hill:

The Washington County Historical Society presented to the Newport City Council our project of a new Washington County Heritage Center to be able to collect the entire history of the county and for making it more available to the public and to school children.

We are now starting our first phase of the project. We hope that the Newport City Council will join in with other communities that have donated/granted funds for this project.

If the city council would like us to again present to them we would be more than happy to.

As a side note, the WCHS recently was contacted by the Wells Fargo museum which is in the process of closing. In that museum is a "bandit barrier" that was from the Newport, MN bank. This item will be transferred to our organization in the next few weeks. You never know when a piece of Washington County History will become available! We are extremely excited and hopefully have it on display in our new center -- if we can meet our budget goals of course.

Thank you for your consideration and I look forward to hearing from you.

--
Brent T. Peterson

Executive Director
Washington County Historical Society
PO Box 167
Stillwater, Minnesota 55082
651-439-5956
www.wchsmn.org

PRESERVING TOMORROW'S HISTORY



MEMO

TO: Newport City Council

FROM: Travis Brierley, Assistant to the City Administrator

DATE: February 4, 2021

SUBJECT: Appointment to the Capital Investment Committee

Background: Council Member Marvin Taylor has elected to step down from the Capital Investment Committee as he would be a 3rd Council Member on the Committee creating a quorum of Council. The City Council requested a member of the Park Board volunteer to serve on the Committee. Jenna Johnson volunteered with the consensus of the Park Board to serve on the Committee.

Discussion: Ms. Johnson will provide a Parks Board/Resident point-of-view for the Committee as the City moves forward with redesign of Lion's Park.

Recommendation: Staff recommends that Jenna Johnson be appointed to the Capital Investment Committee.

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24) SOUTH WASHINGTON COUNTY CABLE COMMISSION (1-Year Term):	Expiration Date:
a. Tracy Rahm	01-31-2022
b. Barb Wilczek (Alternate)	01-31-2022
c. <u>Tom Ingemann (Council Liaison)</u>	01-31-2022
25) RED ROCK CORRIDOR COMMISSION: (1-Year Term)	Expiration Date:
a. <u>Marvin Taylor (Council Liaison)</u>	01-31-2022
b. <u>Kevin Chapdelaine (Council Liaison Alternate)</u>	01-31-2022
26) CAPITAL INVESTMENT COMMITTEE:	
a. Laurie Elliott	01-31-2022
b. Tom Ingemann	01-31-2022
c. Jenna Johnson	01-31-2022
d. Deb Hill	01-31-2022
e. Bruce Hanson	01-31-2022
f. Steve Wiley	01-31-2022
27) NEWPORT FIRE RELIEF ASSOCIATION (EX-OFFICIO MEMBERS)	
a. Tom Ingemann	01-31-2022
b. Deb Hill	01-31-2022
28) WASHINGTON COUNTY SHERIFF'S OFFICE LIAISON	
1. Laurie Elliott	01-31-2022
2. Deb Hill	01-31-2022
29) 3M DRINKING WATER WORKING GROUP (SG1)	
a. Jon Herdegen	01-31-2022
30) 3M SETTLEMENT CITIZEN / 3M BUSINESS WORKING GROUP	
a. Kevin Chapdelaine	01-31-2022
31) 3M SETTLEMENT GOVERNMENT / 3M WORKING GROUP	
a. Kevin Chapdelaine	01-31-2022
b. Deb Hill (Alternate)	01-31-2022
32) CITY APPROVED SOCIAL MEDIA OUTLETS	
a. Facebook	Indefinite
b. Twitter	Indefinite
c. You Tube	Indefinite
d. LinkedIn	Indefinite
e. Instagram	Indefinite