



**CITY OF NEWPORT  
CITY COUNCIL WORKSHOP  
NEWPORT CITY HALL**

**March 18, 2021 – IMMEDIATELY FOLLOWING THE REGULAR COUNCIL MEETING  
May Be Held Electronically From Remote Locations**

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

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. ROLL CALL
3. NEWPORT PARKS
4. PIONEER DAY
5. BUILDING INSPECTIONS CONTRACT
6. COUNCIL CHAMBERS
7. FUTURE AGENDA ITEMS
8. ADJOURNMENT



# PARK MASTER PLAN

## Update

City of  
**NEWPORT**

NOVEMBER 2018





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# City of Newport | Master Plan Updates

## Acknowledgements

### City of Newport Park Board

Emily White, Chairperson

Anita Perkins

Heidi Tweeten

Jared Flewellen

John Graber

### Newport City Council

Dan Lund, Mayor

Bill Sumner

Tracy Rahm

Kevin Chapdelaine

Roz Johnson



# Levee Park

## History and Site Character

Levee Park is 8 property parcels totaling approximately 5.7 acres located along the eastern shore of the Mississippi River in a primarily single-family residential neighborhood. It is bounded by Cedar Lane to the east between between 16th Street and 15th Streets. Cedar Lane is part of the 4th Street trail system. The park may be renamed at some later date.

Due to repeated flooding, the City has acquired 7 of the 8 single family residential parcels using Federal Emergency Management Assistance (FEMA) funding. The homes on the 7 parcels have been removed. There is currently a residence on the remaining parcel. There is the potential to purchase an approximately 23 acre island directly across the channel from the park. The island succumbs to repeated flooding and therefore is not suitable for built structures. Currently the island is mainly used for boater recreation and is comprised of river shoreline vegetation. Access to the island would need to be considered both for users and emergency vehicles. It would remain mostly primitive with river access. An earthen levee was built in the late 1960s along the shoreline which separates the park from the river. On the landward side of the levee is a pond that collects run-off from the neighborhood to the east and has an overflow outlet to the river. There is no access from the pond to the river.

The landscape of the park is dominated by residential landscape such as turf grass, shrubs, and a canopy of oak, maple, pine, and basswood trees. The levee is overgrown with floodplain species trees and undergrowth. The rest of the site is currently becoming overgrown with buckthorn.

## Vision

- Preserve high quality natural resources
- Passive use (limit development due to flooding)
- Provide access to the river/ water recreation
- This site has been identified as a potential site for the relocation of the Sacred Red Rock or In-Yan-Sa from the Newport United Methodist Church

## Design Narrative

Due to the location of the park along the river and the

frequent flooding, the park is best suited to a passive natural park with trails, picnicking, play area, river access, and kayak/canoe launch.

**Vehicular Circulation:** A small parking area is located on the northern side of the park with access from Cedar Lane that provides access to the kayak/canoe launch and the picnic and play areas.

**Pedestrian Circulation:** A loop trail around the site provides a connection from the neighborhood at either end of the park on Cedar Lane and creates the main circulation path within the park that connects the picnic areas, play area, overlooks, fishing pier, kayak/canoe launch, and parking lot.

**Eyah-Shaw:** This Dakota sacred rock is currently housed at the Newport United Methodist church. It is the desire of the Dakota community to relocate this rock near its original location along the shore of the Mississippi River. The Dakota elders will make a decision on its new location, but a space has been identified in Levee Park if it is found to be a suitable location.

**Site Amenities:** Two picnic shelters, a canoe/kayak launch, fishing pier, play area, portable toilet enclosure, and parking lot for approximately 12-15 vehicles.

**Vegetation:** The site should be restored with a floodplain plant palette that can withstand intermittent flooding and an oak forest that is characteristic of the city of Newport. These oaks could be located in the picnic areas where there is mown turf.

## Implementation

**Acquisition:** to be completed as soon as seller is willing.

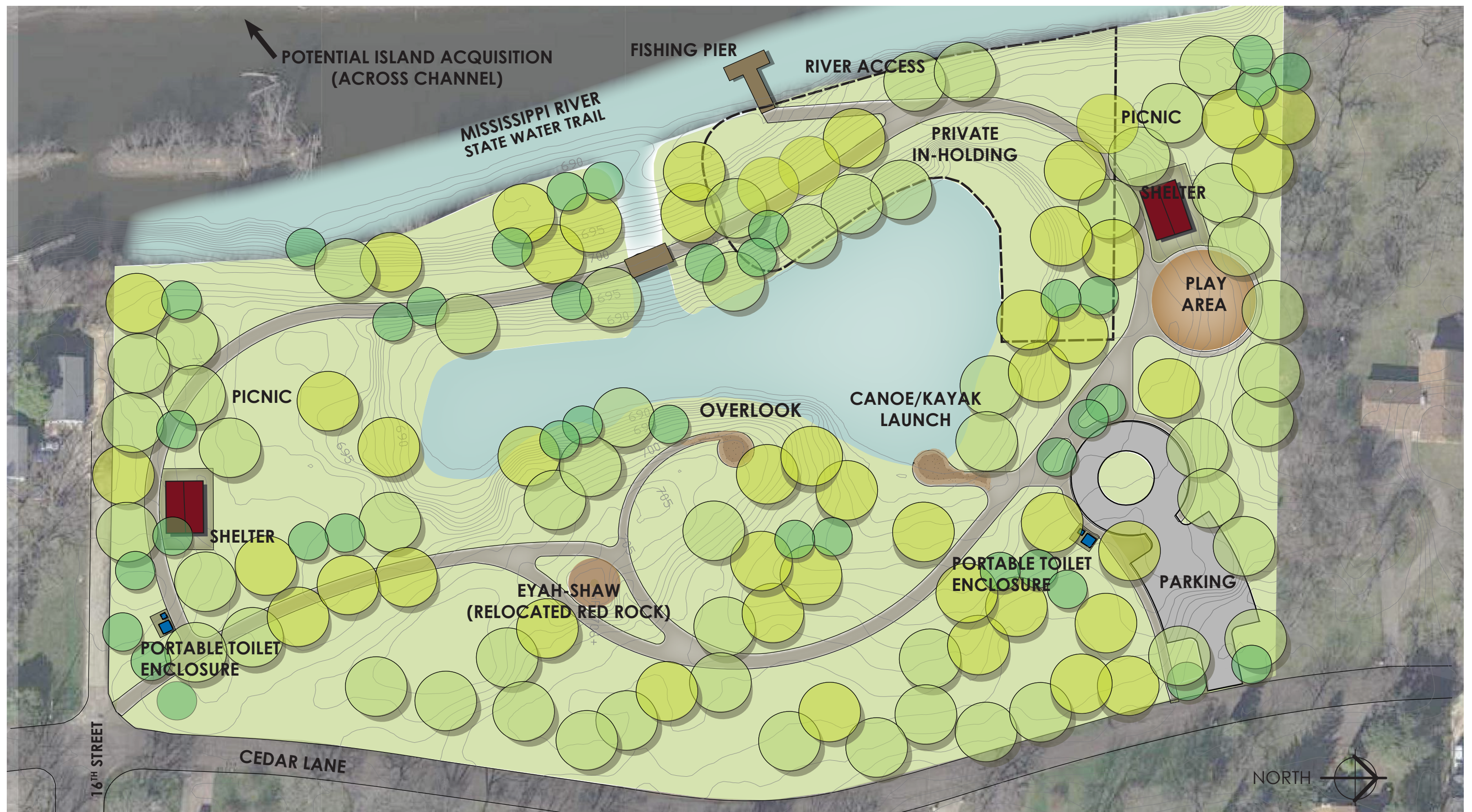
**Phase 1:** Signage (identification and regulatory), non-native invasive species removal (buckthorn), tree assessment (remove dead and/or poor quality trees), and site survey. These items can be done without final parcel acquisition. If the final parcel is acquired earlier, the fishing pier could be installed at that time.

**Phase 2:** Relocation of Eyah-Shaw (Sacred Red Rock) (once consensus on the relocation has been reached).

**Phase 3:** (Dependent on acquisition) Trail development, overlooks, parking area, kayak/canoe launch, river access from pond to river, pedestrian trail bridge, and a fishing pier along river shoreline.

**Phase 4:** Picnic shelters and play area.





Levee Park Master Plan

# Levee Park

## Cost Estimate

### Phase 1: Site assessment and preliminary development

ITEM	UNITS	QTY.	COST/UNIT	SUBTOTAL	TOTAL
Entry Signage	EA	1	\$ 5,000.00	\$ 5,000.00	
Regulatory Signage	EA	2	\$ 300.00	\$ 600.00	
Boundary markers	EA	4	\$ 1,200.00	\$ 4,800.00	
Site survey	LS	1	\$ 20,000.00	\$ 20,000.00	
Tree Assessment	LS	1	\$ 10,000.00	\$ 10,000.00	
Invasive species removal (goat rental?)	Acre	4	\$ 10,000.00	\$ 40,000.00	
Selective tree removal	EA	25	\$ 1,000.00	\$ 25,000.00	
Tree planting (bare root whips)	LS	1	\$ 5,000.00	\$ 5,000.00	
					\$ 110,400.00

### Phase 2: Relocation of In-Ya-San (when consensus of relocation is secured)

ITEM	UNITS	QTY.	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering		1			
Initial site grading	ls	1	\$ 100,000.00	\$ 100,000.00	
Initial trail development to In-Ya-San	LF	1500	\$ 15.00	\$ 22,500.00	
In-Ya-San site work	LS	1	\$ 30,000.00	\$ 30,000.00	
					\$ 152,500.00

### Phase 3: Site development, trails, parking, river access, fishing pier

ITEM	UNITS	QTY.	COST/UNIT	SUBTOTAL	TOTAL
Parking lot	STALL	16	\$ 7,500.00	\$ 120,000.00	
Bituminous trail loop	LF	3500	\$ 12.00	\$ 42,000.00	
Pond/river connection	LS	1	\$ 150,000.00	\$ 150,000.00	
Pedestrian bridge	EA	1	\$ 500,000.00	\$ 500,000.00	
Fishing pier	EA	1	\$ 125,000.00	\$ 125,000.00	
Kayak/canoe launch	LS	1	\$ 40,000.00	\$ 40,000.00	
Overlook	LS	1	\$ 50,000.00	\$ 50,000.00	
Picnic areas	LS	1	\$ 75,000.00	\$ 75,000.00	
Utilities (electrical, water)	LS	1	\$ 40,000.00	\$ 40,000.00	
Site amenities (benches, trash receptacles)	LS	1	\$ 50,000.00	\$ 50,000.00	
Portable toilet enclosure	EA	2	\$ 10,000.00	\$ 20,000.00	
Landscaping	Acre	2	\$ 25,000.00	\$ 50,000.00	
					\$ 1,262,000.00

### Phase 4: Picnic shelters, play area

ITEM	UNITS	QTY.	COST/UNIT	SUBTOTAL	TOTAL
Picnic Shelters	EA	2	\$ 125,000.00	\$ 250,000.00	
Play Area	LS	1	\$ 300,000	\$ 300,000.00	
					\$ 550,000.00

**TOTAL** **\$ 2,074,900.00**



# Lions Park

## History and Site Character

Lions Park comprises a full city block located on the northern boundary of Newport bordered by Maxwell Avenue to the north, 20th Street to the south, 2nd Avenue to the west and 1st Avenue to the east. Located on the southern portion of the site along 20th Street, is Fire hall #1 for the City of Newport. The site is relative flat, but does have an infiltration swale between the newly acquired parcels on the north and the existing park amenities to the south. There are stands of large mature oaks on either side of the fire station that provide shade to the existing play area and picnic shelter. The softball field isn't programmed and is mainly for pick-up games. There is a hockey rink on the west side of the park and a small storage building in the center.

## Vision

- Maintain neighborhood park character
- Add amenities such as a splashpad or skatepark
- Adapt the site to new community service building, should development occur

## Design Narrative

The master plan update doesn't change drastically from the previous master plan completed in 2012. The additions of a splash pad and a possible skate park came from the results of a community parks survey conducted in late summer 2018. The park is well loved and in need of updates to existing amenities. If a Community Services building (City services, Fire Hall #1, Community space) is proposed for development on the north side of the park, the proposed site amenities in this plan can be rearranged to accommodate that development. Due to the additional parking needs, the community gardens may need to be relocated elsewhere. The park is within a walkable distance of existing single family housing and is the closest park to the new higher density housing in the Red Rock development just to the north on Maxwell Avenue which may increase park use.

**Vehicular Circulation:** Access to the park is on all sides from Maxwell Avenue, 1st Avenue, 2nd Avenue and 20th Street. The majority of parking will remain on-street.

There is a small existing parking lot on the north side of the fire hall near the existing picnic shelter. Should a new community services building be developed, limit on-site parking requirements to maintain as much park space as possible.

**Pedestrian and Bicycle Circulation:** Sidewalks will be added around the perimeter of the park with internal east-west circulation. The park is also located on the City of Newport trail system (20th Street and 1st Avenue).

**Programming:** The site is designed with neighborhood park amenities such as a new play area, splashpad, picnicking, open play space, community gardens, and ice skating. The open play space can be used for various pick-up sports such as volleyball, Frisbee, kite-flying, kick-ball, etc.

**Site Amenities:** The existing picnic shelter is to remain. The existing storage building is proposed for removal with the addition of a new picnic shelter, restroom building that will include space for storage. The hockey rink will be rebuilt and moved to the east. The splash pad and play area will be located near the existing fire hall with access to restrooms nearby. The community gardens are located on the northern portion of the site so they are close to the higher density housing being developed just to the north on Maxwell Avenue. The plaza on the corner of 1st Avenue and Maxwell serves as a focal point and main entrance in to the park and the City of Newport from the north.

**Vegetation:** The master plan update concentrates on the preservation of the large overstory trees with the addition of trees along the perimeter and within the park. The plaza plantings should be pollinator friendly in conjunction with the community gardens on the north.

## Implementation (No Building)

**Phase 1:** Paved walks, entry plaza, and community gardens, and/or skate park.

**Phase 2:** Hockey rink upgrades with new lighting, parking along 1st and 2nd Avenues.

**Phase 3:** New park structure, play area and splash pad.

## Implementation (with new Community Services Building)

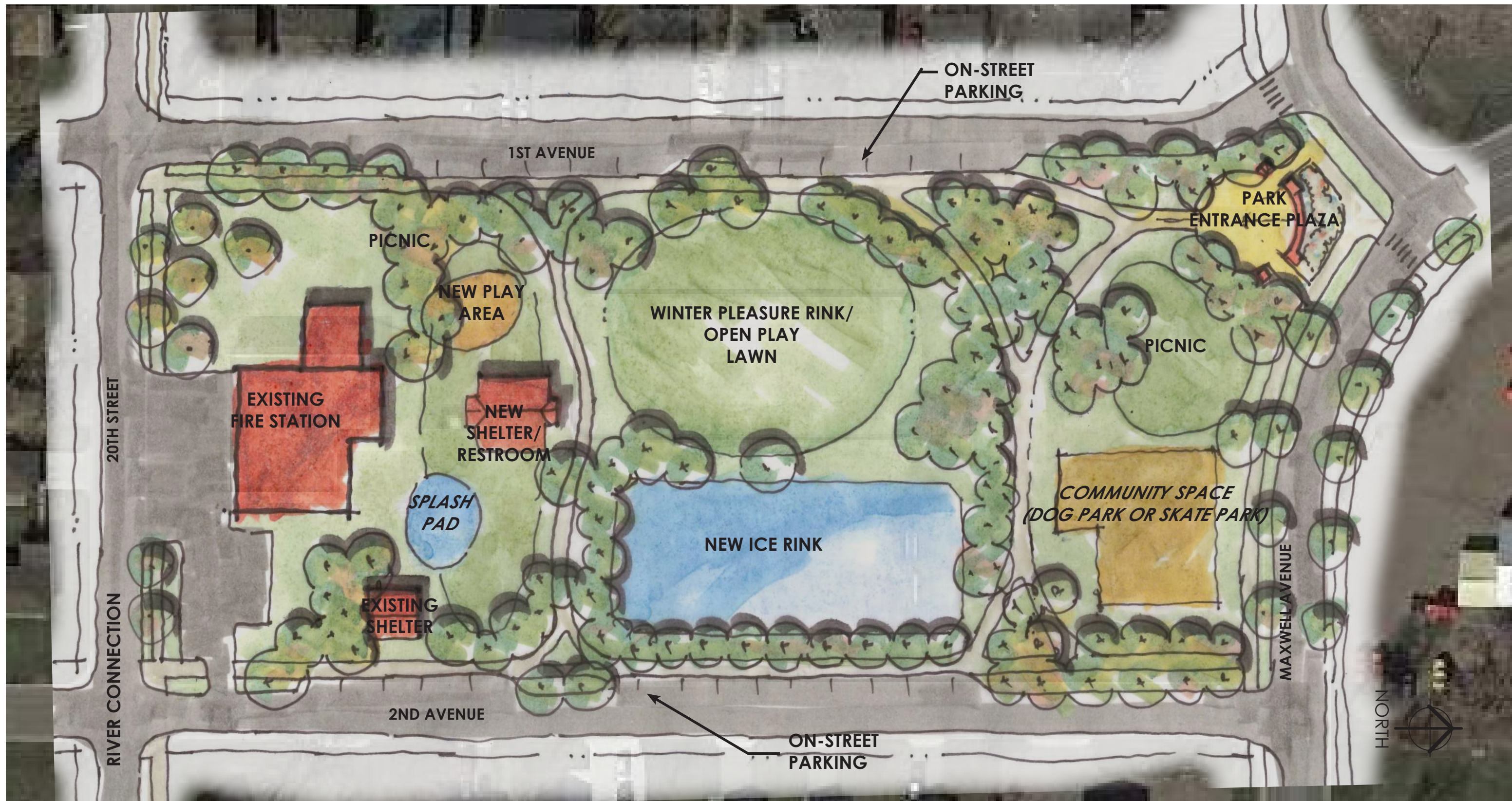
**Phase 1:** Paved walks, entry plaza, splash pad, play area.

**Phase 2:** Hockey rink upgrades with new lighting, parking along 1st and 2nd Avenues.

**Phase 3:** Open lawn area, new park structure, possible skate park.



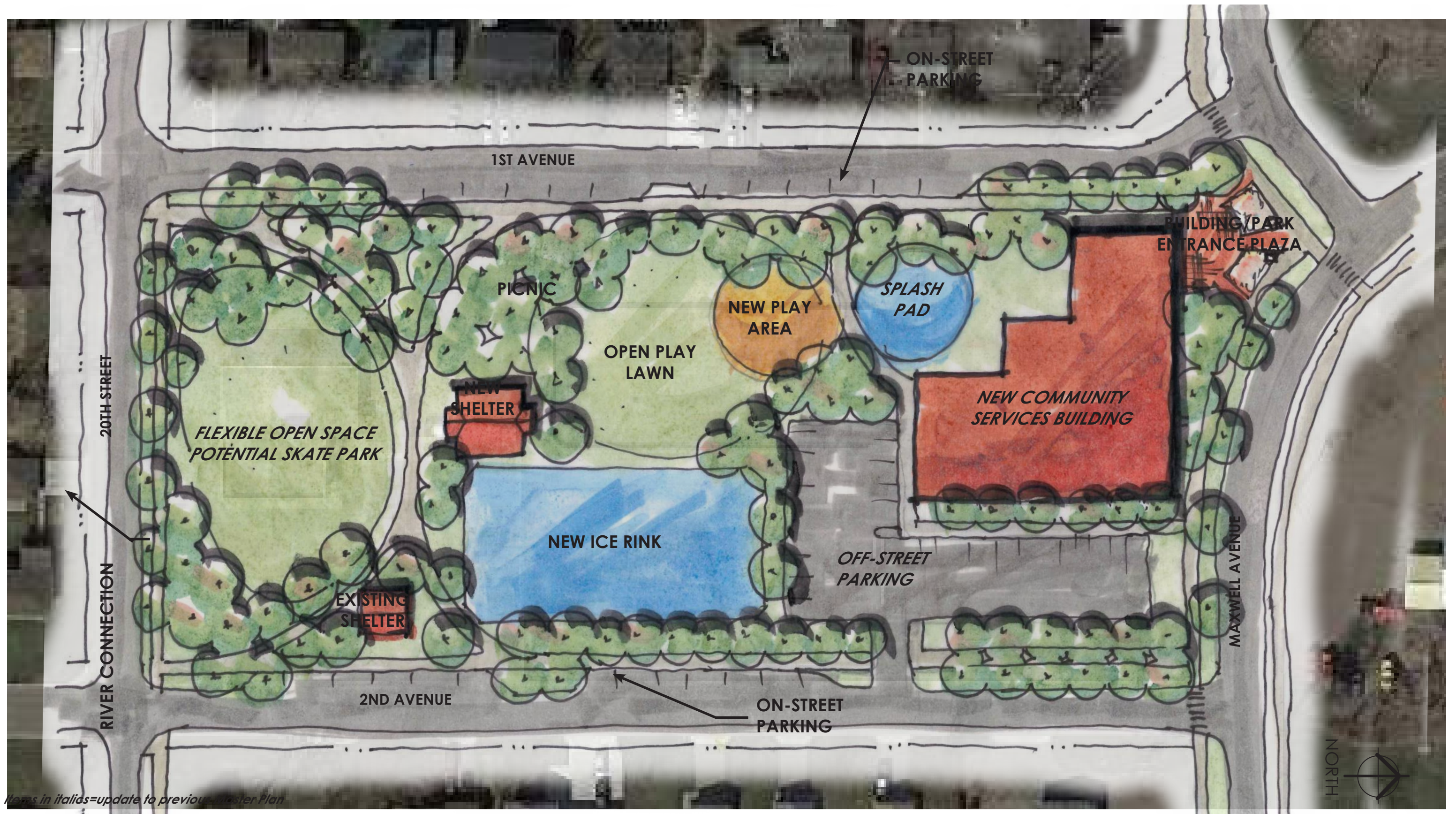




*Items in italics=update to previous Master Plan*

## Lions Park Master Plan Update





## Lions Park Master Plan Update | New Community Building Option



# Lions Park

## Cost Estimate (No Building)

### PHASE 1 (Paved Walks, Entry Plaza, Community gardens):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 47,000.00	\$ 47,000.00	
Site Grading	LS	1	\$ 25,000.00	\$ 25,000.00	
Walks	SF	5,400	\$ 12.00	\$ 64,800.00	
City/Park Entrance Sign	LS	1	\$ 50,000.00	\$ 50,000.00	
Park Entrance Plaza	LS	1	\$ 30,000.00	\$ 30,000.00	
Information Kiosk/Misc. Signage	LS	1	\$ 30,000.00	\$ 30,000.00	
Skate Park	LS	1	\$ 100,000.00	\$ 100,000.00	
Community Gardens	LS	1	\$ 25,000.00	\$ 25,000.00	
Misc. Site Furnishings (Benches/Tables, etc.)	LS	1	\$ 50,000.00	\$ 50,000.00	
Misc. Site Lighting	LS	1	\$ 60,000.00	\$ 60,000.00	
Site restoration	LS	1	\$ 40,000.00	\$ 40,000.00	
<b>Phase Total:</b>					<b>\$ 521,800.00</b>

### PHASE 2 (Hockey Rink w/ Pavement & Lights / Parking along 1st & 2nd Ave.):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 33,000.00	\$ 33,000.00	
Misc. Removals / Demolition	LS	1	\$ 15,000.00	\$ 15,000.00	
Site Grading	LS	1	\$ 40,000.00	\$ 40,000.00	
Walks	SF	3,200	\$ 12.00	\$ 38,400.00	
Concrete curb and gutter	LF	800	\$ 22.00	\$ 17,600.00	
Bituminous parking spaces along 1st & 2nd Ave.	SF	8,000	\$ 5.00	\$ 40,000.00	
Bituminous for hockey rink	SF	20,000	\$ 3.00	\$ 60,000.00	
Dasher boards for hockey rink	LS	1	\$ 60,000.00	\$ 60,000.00	
Lighting for hockey rink	LS	1	\$ 40,000.00	\$ 40,000.00	
Storm water management	LS	1	\$ 5,000.00	\$ 5,000.00	
Site restoration	LS	1	\$ 20,000.00	\$ 20,000.00	
<b>Phase Total:</b>					<b>\$ 369,000.00</b>

### PHASE 3 (Structures and Other Amenities):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 148,000.00	\$ 148,000.00	
Multi-purpose/Warming Shelter w/ Restrooms	LS	1	\$ 450,000.00	\$ 450,000.00	
Walks	SF	2,500	\$ 12.00	\$ 30,000.00	
Misc. Signage	LS	1	\$ 25,000.00	\$ 25,000.00	
Misc. Site Furnishings (Benches/Tables, etc.)	LS	1	\$ 80,000.00	\$ 80,000.00	
Splash Pad	LS	1	\$ 650,000.00	\$ 650,000.00	
Tot Lot Play Equipment	LS	1	\$ 200,000.00	\$ 250,000.00	
<b>Phase Total:</b>					<b>\$ 1,633,000.00</b>

# Lions Park

## Cost Estimate (With New Building)

### PHASE 1 (In conjunction with building development: Paved Walks, Entry Plaza, Play Area, Splash Pad):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 120,000.00	\$ 120,000.00	
Site Grading	LS	1	\$ 25,000.00	\$ 25,000.00	
Walks	SF	5,400	\$ 12.00	\$ 64,800.00	
City/Park Entrance Sign	LS	1	\$ 50,000.00	\$ 50,000.00	
Building/Park Entrance Plaza	LS	1	\$ 30,000.00	\$ 30,000.00	
Information Kiosk/Misc. Signage	LS	1	\$ 30,000.00	\$ 30,000.00	
Splash Pad	LS	1	\$ 650,000.00	\$ 650,000.00	
Tot Lot Play Equipment	LS	1	\$ 200,000.00	\$ 250,000.00	
Misc. Site Furnishings (Benches/Tables, etc.)	LS	1	\$ 50,000.00	\$ 50,000.00	
Misc. Site Lighting	LS	1	\$ 60,000.00	\$ 60,000.00	
Site restoration	LS	1	\$ 40,000.00	\$ 40,000.00	
<b>Phase Total:</b>				<b>\$</b>	<b>1,369,800.00</b>

### PHASE 2 (Hockey Rink w/ Pavement & Lights / Parking along 1st & 2nd Ave.):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 36,000.00	\$ 36,000.00	
Misc. Removals / Demolition	LS	1	\$ 15,000.00	\$ 15,000.00	
Site Grading	LS	1	\$ 40,000.00	\$ 40,000.00	
Walks	SF	3,200	\$ 12.00	\$ 38,400.00	
Concrete curb and gutter	LF	800	\$ 22.00	\$ 17,600.00	
Bituminous parking spaces along 1st & 2nd Ave.	SF	8,000	\$ 5.00	\$ 40,000.00	
Bituminous for hockey rink	SF	20,000	\$ 3.00	\$ 60,000.00	
Dasher boards for hockey rink	LS	1	\$ 60,000.00	\$ 60,000.00	
Lighting for hockey rink	LS	1	\$ 40,000.00	\$ 40,000.00	
Storm water management	LS	1	\$ 5,000.00	\$ 5,000.00	
Site restoration	LS	1	\$ 20,000.00	\$ 20,000.00	
<b>Phase Total:</b>				<b>\$</b>	<b>372,000.00</b>

### PHASE 3 (Structures and Other Amenities):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 68,000.00	\$ 68,000.00	
Multi-purpose/Warming Shelter w/ Restrooms	LS	1	\$ 450,000.00	\$ 450,000.00	
Walks	SF	2,500	\$ 12.00	\$ 30,000.00	
Community Gardens	LS	1	\$ 25,000.00	\$ 25,000.00	
Skate Park	LS	1	\$ 100,000.00	\$ 100,000.00	
Misc. Signage	LS	1	\$ 25,000.00	\$ 25,000.00	
Misc. Site Furnishings (Benches/Tables, etc.)	LS	1	\$ 80,000.00	\$ 80,000.00	
<b>Phase Total:</b>				<b>\$</b>	<b>778,000.00</b>



# Loveland Park

## History and Site Character

Loveland Park is located on Glen Road just west of Century Avenue and is the second largest park in Newport. The 67 rolling acres were donated by the Bailey family in the mid-1970s. The park is easily accessible by pedestrians and bicyclists from the trail located on the south side of Glen Road. Approximately 1/3 of the site is reserved for active recreation programming. As you enter the site off Glen Road, the northern 1/3 of the site is programmed for active recreation. A large parking area provides access to a baseball field, softball field, batting cages, 2 tennis courts, a full court basketball court, a play area, and three picnic shelters. Further along the entrance road is another parking area providing access to a hockey rink and warming shelter.

The passive area is located on the southern 2/3 of the park with approximately four miles of hiking trails. The grade rises steeply to the top of the knoll from the active recreation area. The main trail has extensive erosion from pedestrian use. The trails are either mown grass or gravel. There is no access to the park from Century Avenue or the south side of the site. The trails that access the southern portion of the park are marked by a wooden sign and framed by lilac bushes as trial shrubs by Bailey Nurseries.

The Park was originally named Eyeh-shaw Park after the Red Rock held sacred by the Dakotah. The rock is currently located at the Newport Methodist Church and is in the process of relocation to a site agreed upon by the Dakotah elders. The park was renamed in 1982 in honor of Basil Loveland, who served as Mayor of Newport from 1960 to 1982.

## Vision

- Maintain both active recreation and passive recreation areas.
- Add recreation activities currently not found within the Newport park system if feasible
- Add access point to the park from both Century Avenue and 12th Street

## Design Narrative

Loveland Park serves most of the City's active recreation needs with ballfields, tennis courts, basketball, hockey, and a play area. Other active recreation programming that has been identified as a want or a need for Newport

is additional basketball courts, pickleball courts, a ninja-warrior type obstacle course, and disc golf. The active recreation area for the park has room to expand the tennis and basketball courts and to add a ninja-warrior type course near the hockey rink. An 18 hole disc golf course needs anywhere between 8 to 32 acres for development. This is dependent on level of play and existing vegetation. A disc golf course may be accommodated in the passive recreation in the more open areas at the top of the hill.

**Vehicular Circulation:** The current access from Glen Road will be maintained while the parking lot will be reconfigured to concentrate and organize parking in a more efficient manner. The main parking area remains near the ball fields and the play area moves closer to the ballfields.

**Pedestrian and Bicycle Circulation:** The site is easily accessed from the trail located along Glen Road. Internal circulation is organized around a paved loop trail that connects the parking lot to the tennis/pickleball/ basketball courts, the ball fields, the play area, the hockey rink, obstacle course and the nature trails. Stairs are proposed for the eastern nature trail due to extensive erosion from pedestrian traffic. Trail connections are proposed at 12th Street and Century Avenue to create easier connections to the nearby residential areas.

**Active Recreation Programming:** Additions to the park include a pickleball court, a ½ court basketball court, a new play area, a ninja-warrior style obstacle course, and a potential disc golf course.

**Site Amenities:** Picnic shelters and tables, a new warming shelter and restroom building and benches.

**Vegetation:** The site character is largely unchanged, with the active recreation area dominated by mown turf and overstory trees. The passive recreation area remains woodlands and open meadow plantings. The areas should be maintained to control the growth of non-native invasive species.

# Loveland Park

## Implementation

**Phase1:** Hiking and Cross Country Ski Trail Upgrades, trail signage

**Phase 2:** Reconfigured parking lot and entry drive. Additional paved trails.

**Phase 3:** Pickleball courts, basketball court, new play area.

**Phase 4:** Hockey rink, pavement, lighting, obstacle course equipment, warming shelter, and parking.



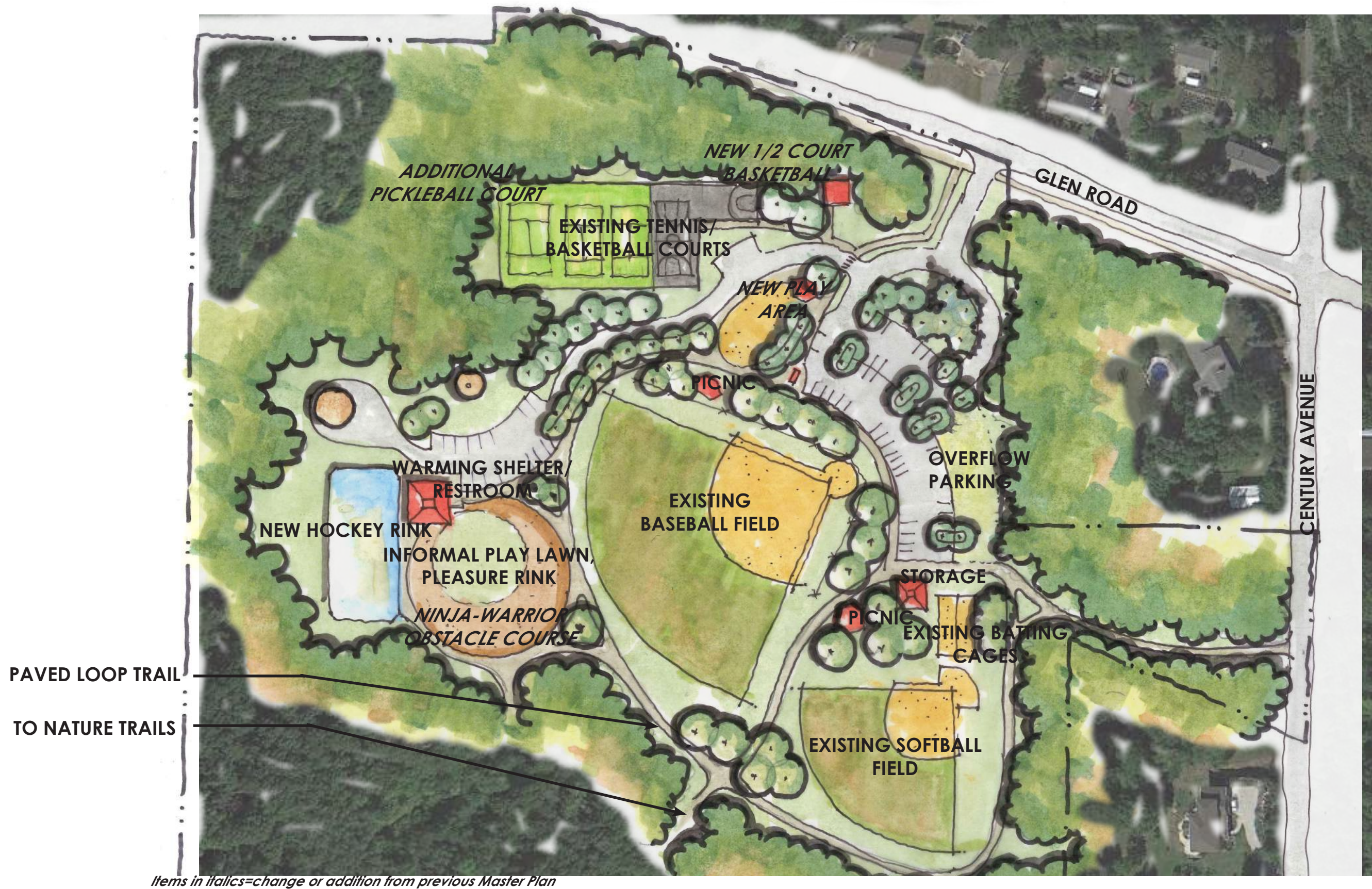




*Items in italics=change or addition from previous Master Plan*









# Loveland Park

## Cost Estimate

### PHASE 1 (Hiking & Cross Country Ski Trail Upgrades / Signage):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Misc. Removals / Clearing	LS	1	\$ 25,000.00	\$ 25,000.00	
Site Grading	LS	1	\$ 40,000.00	\$ 40,000.00	
Wood Chip Trails	LF	5,000	\$ 8.00	\$ 40,000.00	
Stairs on Eastern Trail	LS	1	\$ 25,000.00	\$ 25,000.00	
Trail connection @ 12th Street	LF	2,500	\$ 8.00	\$ 20,000.00	
Misc. Signage	LS	1	\$ 20,000.00	\$ 20,000.00	
Site restoration	LS	1	\$ 12,000.00	\$ 12,000.00	
<b>Phase Total:</b>					<b>\$ 182,000.00</b>

### PHASE 2 (Parking Lot & Entry/Paved Trails):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Misc. Removals / Demolition	LS	1	\$ 20,000.00	\$ 20,000.00	
Site Grading	LS	1	\$ 75,000.00	\$ 75,000.00	
Concrete curb and gutter	LF	2,000	\$ 22.00	\$ 44,000.00	
Bituminous parking lot	SF	43,000	\$ 6.00	\$ 258,000.00	
Bituminous Trail	LF	5,000	\$ 20.00	\$ 100,000.00	
Storm water management	LS	1	\$ 25,000.00	\$ 25,000.00	
Site restoration	LS	1	\$ 30,000.00	\$ 30,000.00	
<b>Phase Total:</b>					<b>\$ 552,000.00</b>

### PHASE 3 (Pickleball / Basketball / Play Area):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Misc. Removals / Demolition	LS	1	\$ 15,000.00	\$ 15,000.00	
Site Grading	LS	1	\$ 10,000.00	\$ 10,000.00	
Pickleball Court	EA	1	\$ 50,000.00	\$ 50,000.00	
Multipurpose Court	EA	1	\$ 50,000.00	\$ 50,000.00	
Information Kiosk	EA	1	\$ 25,000.00	\$ 25,000.00	
Additional Picnic Shelter	EA	1	\$ 125,000.00	\$ 125,000.00	
New Play Area	LS	1	\$ 250,000.00	\$ 250,000.00	
Storage Shelter	EA	1	\$ 150,000.00	\$ 150,000.00	
Misc. Site Furnishings (Benches/Tables, etc.)	LS	1	\$ 70,000.00	\$ 70,000.00	
Storm water management	LS	1	\$ 25,000.00	\$ 25,000.00	
Site restoration	LS	1	\$ 25,000.00	\$ 25,000.00	
<b>Phase Total:</b>					<b>\$ 795,000.00</b>

### PHASE 4 (Hockey Rink, Pavement, Lighting, Parking, Obstacle Course, Warming Shelter):

ITEM	UNIT	QUANTITY	COST/UNIT	SUBTOTAL	TOTAL
Design and Engineering	LS	1	\$ 100,000.00	\$ 100,000.00	
Misc. Removals / Demolition	LS	1	\$ 20,000.00	\$ 20,000.00	
Site Grading	LS	1	\$ 30,000.00	\$ 30,000.00	
Concrete curb and gutter	LF	500	\$ 22.00	\$ 11,000.00	
Bituminous parking lot	SF	15,000	\$ 6.00	\$ 90,000.00	
Bituminous for hockey rink	SF	20,000	\$ 6.00	\$ 120,000.00	
Dasher boards for hockey rink	LS	1	\$ 100,000.00	\$ 100,000.00	
Obstacle course	LS	1	\$ 150,000.00	\$ 150,000.00	
Lighting for hockey rink	LS	1	\$ 100,000.00	\$ 100,000.00	
Warming Shelter w/ Restrooms	LS	1	\$ 400,000.00	\$ 400,000.00	
Storm water management	LS	1	\$ 30,000.00	\$ 30,000.00	
Site restoration	LS	1	\$ 30,000.00	\$ 30,000.00	
<b>Phase Total:</b>					<b>\$ 1,181,000.00</b>

**TOTAL** **\$ 2,710,000.00**

### Other Considerations:

Misc. Site Lighting  
Utility Extensions (Sewer/Water for Restrooms, etc.)  
Disc Golf Development



# Pioneer Park

## History and Site Character

Pioneer Park is the oldest park within the City of Newport. The Village Council acquired the (x) acre parcels under direction from concerned citizens who were worried about the loss of historically significant land to new development as the city was expanding during the late 1930s. The final parcel was acquired in 1941 and Pioneer Park was dedicated. The land was the place where volunteers mustered to join the Union Army and set off for the Civil War. There is now a monument in the center of the park with the inscription:

“Here on Sept 26th, 1861 The 3rd Minn. Regiment mustered into service”

Currently, the park includes 2 picnic shelters, picnic area, grills, play equipment, half-court basketball, horseshoe pits, and a Veteran's Memorial. Also located at Pioneer Park is the Newport Heritage Monument and War Memorial. Enclosed in the Newport Heritage Monument area is a time capsule to be opened in the year 2100. The park is home to Pioneer Day, Newport's annual celebration.

A master plan for the park was created in 2008 to guide development over the course of 10 years. This master plan update provides opportunities to recognize changes made to the park since that time and re-evaluate proposed amenities and improvements to align with current city resources and planning direction.

## Vision

- Preserve heritage as a City square/neighborhood park
- Preserve oak trees (limit development impacts)
- Focus on improved circulation and existing amenities
- Replace non-native invasive species plantings with environmentally appropriate selections
- Create connection to the river and city trails

## Design Narrative

The park has a well established canopy of large oaks and maples and a perimeter hedge that gives it a quintessential neighborhood square feeling. The master plan update concentrates on ways to improve existing amenities within the park and add desired programming without compromising the health of the trees and its sense of place. The current play area has components spread throughout the park, the proposed design locates

all of the play activities to the center of the park near the 2 park shelters, where the large play area is currently located. The ½ court basketball is moved closer to the center, as well, to concentrate the more active areas of the park to the center. The eastern portion of the park is left as open space for activities such as Movies in the Park or festivals. It can also be used for pickup soccer or Frisbee. The western end of the park remains passive and contemplative with the Veterans Memorial and Newport Heritage Monument. The horseshoe courts remain in their existing location. The new design also adds walks around the perimeter of the park and a central walk between Park Place and 6th Street. River connections are enhanced at the terminus of Park Place and 6th Streets.

**Vehicular Circulation:** Access to the park is on all sides from Park Place, 6th Street, 4th Avenue and 2nd Avenue. The majority of parking will remain on-street, with a small upgraded parking lot off 6th Street near the picnic shelters for drop off and accessible parking.

**Pedestrian and Bicycle Circulation:** Sidewalks will be added around the perimeter of the park with a central walk added between Park Place and 6th Street. A diagonal walk is added from the center of the park on Park Place to the existing western picnic shelter. The plan maintains the previous plan's design of connections to the river at 6th Street and Park Place. The park is also located on the City of Newport trail system (6th Street).

**Programming:** The site is designed to be flexible to accommodate different festivals or events during the year. There is no active recreation programming proposed for the site, such as softball, soccer, etc. The open play space can be used for various pick-up sports such as volleyball, Frisbee, kite-flying, etc.

**Site Amenities:** Both existing shelters are in good condition and should remain. The play equipment should be replaced and designed to incorporate the existing merry-go-round. Shade trees are to be planted along the western and southern sides of the play area. Additional picnic tables could be added around the periphery of the play area. The ½ court basketball court is moved closer to the play area and the small storage building on the eastern side of the park is proposed to be removed.

**Vegetation:** The master plan update concentrates on the preservation of the large overstory trees and the historic, formal character of the park. A few additional trees are

# Pioneer Park

proposed to flank either side of the diagonal walk and near the play area to provide shade. The existing hedge is a non-native invasive species and should be replaced with a native species.

## Implementation

**Phase 1:** Additional internal walks, play area improvements, storage shed removal, relocation of ½ court basketball, additional tree plantings, and site amenities.

**Phase 2:** New perimeter hedge, trees, walks, and parking upgrades.

**Phase 3:** Intersection improvements, river connections, and site furnishings.







*Items in italics=update to previous Master Plan*

## Pioneer Park Master Plan Update



# Pioneer Park

## Cost Estimate

### PHASE 1 (Additional internal walks, play area improvements, storage shed removal):

ITEM	UNIT	QUANTITY		COST/UNIT	SUBTOTAL	TOTAL
Design	LS	1	\$	50,000.00	\$ 50,000.00	
Misc. Removals in Park (Walks)	LS	1	\$	5,000.00	\$ 5,000.00	
Misc. Removals (storage shed)	LS	1	\$	5,000.00	\$ 5,000.00	
Concrete Walks	SF	250	\$	10.00	\$ 2,500.00	
Secondary Park Entrances	EA	5	\$	20,000.00	\$ 100,000.00	
New play curb and equipment	LS	1	\$	300,000.00	\$ 300,000.00	
Relocate Merry-Go-Round	LS	1	\$	5,000.00	\$ 5,000.00	
1/2 Court Basketball	EA	1	\$	15,000.00	\$ 15,000.00	
Tree plantings	EA	8	\$	400.00	\$ 3,200.00	
Perennial Beds	SQ.	100	\$	25.00	\$ 2,500.00	
Site amenities (benches, tables, trash rec.)	LS	1	\$	60,000.00	\$ 60,000.00	
Site Restoration in Park	LS	1	\$	5,000.00	\$ 5,000.00	

**Phase Total:** \$ 553,200.00

### PHASE 2 (New perimeter hedge, trees, walk, and parking updates):

ITEM	UNIT	QUANTITY		COST/UNIT	SUBTOTAL	TOTAL
Exist. Hedge Removal	LS	1	\$	10,000.00	\$ 10,000.00	
New perimeter walks	SF	8,500	\$	10.00	\$ 85,000.00	
Park entry monumentation	EA	4	\$	35,000.00	\$ 140,000.00	
Parking Lot curb and paving	SF	2,000	\$	30.00	\$ 60,000.00	
Street restoration	LS	1	\$	15,000.00	\$ 15,000.00	
New Hedge Plantings	LS	1	\$	25,000.00	\$ 25,000.00	
New Street Tree Plantings around Park Perimeter	EA	50	\$	500.00	\$ 25,000.00	

**Phase Total:** \$ 360,000.00

### PHASE 3 (River Connections):

ITEM	UNIT	QUANTITY		COST/UNIT	SUBTOTAL	TOTAL
Misc. Removals / Demolition for intersection improveme	LS	1	\$	20,000.00	\$ 20,000.00	
Intersection improvements/walks	LF	700	\$	150.00	\$ 105,000.00	
Site Restoration for Street Reconstruction	LS	1	\$	25,000.00	\$ 25,000.00	
Per. Pav. Wlks (6th St. & to River OL @ Park Ave.)	SF	6,000	\$	25.00	\$ 150,000.00	
Misc. Site Furnishings (Benches/Tables, etc.)	LS	1	\$	35,000.00	\$ 35,000.00	

**Phase Total:** \$ 335,000.00

**TOTAL** \$ 1,248,200.00

# Grant Funding

The list that follows identifies potential sources for financial assistance for the development of the Riverfront Park or other parks in the City of Newport. The list briefly describes the funding source, funding focus, and requirements. Additional information, such as the dates and forms for periodic funding cycles, is available on the funding organization websites.

## Federal Funding Sources

- **National Park Service (NPS)**

**Trails and Open Space Partnership.** Federal money is available for projects within the Mississippi River National River and Recreation Area (MNRRA) boundary that connect people to the river using alternative transportation (non-automobile transportation). The contact is Susan Overson at the National Park Service.

**NPS Tribal Historic Preservation Office Grants and Tribal Heritage Grants.** The NPS Historic Preservation Fund provides funding to Tribal Historic Preservation Offices to protect and conserve important Tribal cultural and historic assets and sites. There are also competitive Tribal Heritage Grants to federally-recognized Indian tribes for cultural and historic preservation projects.

**NPS Mississippi River Paddle Share.** This project provides kayak rental locations in parks along the Mississippi River in the Twin Cities. The closest locations to Newport are Harriet Island Regional Park in St. Paul and Lilydale Regional Park. The project sponsors provide and operate the rental sites.

Other NPS grants and funding support is generally limited to parks of national and state-wide significance. NPS also provides some non-grant technical assistance to communities within the MNRRA boundary using its staff.

## State Funding Sources

- **Minnesota DNR**

**Local Trail Connections Program.** State grants to local governments to fund acquisition or development of short trail linkages between residential areas and historic areas, parks, or other trails. Requires a dedicated easement for the trail and 20-year maintenance commitment by the local government. Requires a 25% local match. Minimum grant is \$5,000 and maximum is \$150,000 and the annual grants are competitive.

**Outdoor Recreation Grant Program.** Grants to local governments for acquisition or development of parks and recreational facilities. Funding occurs through an annual competitive grant cycle and grants reimburse up to 50% of costs. Eligible recreational facilities must include one or more of the following: boat/canoe access sites, campgrounds, fishing piers, skating rinks, natural areas, picnic shelters, playgrounds, sports fields and courts, swimming beaches or pools, splash parks, trails. The project must be consistent with the current State Comprehensive Outdoor Recreation Plan (SCORP).

**Public Water Access Site – Partnership Funding.** Provides grants and technical assistance to local projects to improve public boat accesses, including acquisition and development of the boat access, parking lots, docks, and launching ramps. This is a competitive program, and is linked to the State Water Trails System that includes a network of sites on the Mississippi River.

**Partnership Program for Fishing Piers and Shore-fishing Areas.** Joint Power Agreements between the DNR and local governments for the installation, development, operation, and maintenance of fishing pier and shore-fishing areas. Typically the DNR installs the fishing pier and the local government provides the Americans with Disabilities Act (ADA) features and maintains the fishing pier for 25 years. The local government must also contribute \$10,000 or more to the cost of the pier. Must have a fishable depth range of 5-10' at the end of the pier and be a great location for catching fish.

## Regional Funding Sources

- **Metropolitan Council**

**Legacy Amendment Funds.** Funds from the Clean Water Land and Legacy Amendment go to the Metropolitan Council in the Twin Cities area, and are distributed by the County only to Regional Park Implementing Agencies, including Washington County. The county is the only Park Implementing Agency within the County. The County uses its funds to support the designated Regional Parks within the County.

A discussion with the County's Parks Director, Sandy Breuer, indicated that the County will use its funds for the designated Regional Parks, which are large parks that are more than 100 acres in size and serve multiple communities. The County is not seeking new parks to add to its system. Regional Parks are typically 100 acres or larger in size.

The Parks Director indicated that the City should look at opportunities through the State's Public Water Access Sites grants if it is considering developing a canoe/kayak access site at the Riverfront Park or wants the Riverfront Park to be part of the State Water Trails System.

**Environment and Natural Resources Trust Fund managed by the LCCMR.** These funds go primarily to Regional Parks and Trails. There is also a very competitive grants process outside the regional allocation. These projects need to meet LCCMR priorities, which may change each grant cycle, and need strong support from local legislators in order to compete for funding.

## Local Funding Sources

- **South Washington Watershed District (SWWD)** has identified some Newport parks projects in its report titled East Mississippi – Newport Subwatershed Retrofit Analysis. The projects are stormwater-related improvements. The District also has a cost-share program for other projects that help to meet its priorities or implement its Water Plan.
- **Local Corporations** – local businesses such as the Marathon Refinery have helped to fund community projects in Newport in the past. The refinery or other businesses may be willing to fund parks projects, particularly capital facilities.







# MEMO

TO: Newport City Council

FROM: Travis Brierley, Assistant to the City Administrator

DATE: March 18, 2021

SUBJECT: Pioneer Day

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**Background:** Due to the COVID-19 pandemic, the City Council elected to cancel Pioneer Day in 2020.

**Discussion:** It is still early before staff must start putting in sufficient time into planning and preparing for Pioneer Day. It takes 3-4 months of planning to make Pioneer Day successful. Currently the City is still in a Declared State of Emergency with media outlets and the CDC not presenting a timeline for when things will get back to what our new normal will be. There are several unknown variables when considering planning for an event in August to include: what other communities are doing and how those events will take place, CDC guidelines several months from now, and what level of participation the community will have during the events.

If Council elects to move forward with Pioneer Day on August 8, 2021, Staff will need to start planning for the events with the CDC guidelines in mind. Items that must be considered early include: band selection, button designs, parade information, and sponsorship solicitation.

Staff contacted 2 of the event's larger sponsors learning that kids games and corn are unlikely to be provided unless there is a significant change in the pandemic.

**Recommendation:** Staff is asking for direction if Pioneer Day planning should move forward, be delayed for consideration until the first Council meeting in April, or should be cancelled.



# MEMO

TO: Newport City Council

FROM: Deb Hill, City Administrator  
Travis Brierley, Assistant to the City Administrator

DATE: March 18, 2021

SUBJECT: Building Inspection Contract

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**Background:** The City of Newport has retained the building inspection services from the City of Cottage Grove for over 10 years. They currently also provide rental inspections and code enforcement services. The staff from Cottage Grove has been very easy to work with and they provide excellent service. St. Paul Park uses their services and utilizes the same contract.

Cottage Grove is looking to a significant change to the contract in the line item of the building review fee. The reason given was not so much that the monies received are not covering expenses but that if we contracted with a private entity we would be paying as much if not more.

The cost of inspection is based on the line item fees charged by Newport when issuing a permit. The proposed change by Cottage Grove is to charge 75% of the "Plan Review" fee collected by Newport. This amount is currently 28%.

If this change was applied to the New Home Permits issued in 2020, the increased cost of inspections for Newport would have been an additional \$416.29 per home or \$27,475.14.

**Discussion:** Staff sent the contract to our city attorney for review – several contract revisions were added which includes that the amount of time spent on each review be recorded. This will give Newport information on actual time and dollars spent on review which will help us with future planning.

The extra dollars spent on Cottage Grove reviews will not break our bank.

**Recommendation:** Staff recommends council approve the contract with Cottage Grove for inspection services.



## BUILDING INSPECTION SERVICES AGREEMENT BETWEEN THE CITY OF NEWPORT AND THE CITY OF COTTAGE GROVE

This Building Inspection Services Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020, 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; (collectively Cottage Grove and Newport are referred to herein as the “parties”).

WHEREAS, Newport is authorized and empowered to provide for various types of building inspections and code enforcement services 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 this aAgreement, purchasing these services from Cottage GrovNewport can effect cost savings to its citizens while , at the same time, providing support for those -services by Cottage Grove to its citizens; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, it is the desire of the parties and the purpose of this Agreement that the aforesaid building inspection and code enforcement services required by Newport be performed by qualified personnel of Cottage Grove on behalf of Newport within the jurisdictional limits of Newport in accordance with the terms and conditions contained herein.

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

1. Term. The term of this aAgreement (the “term”) shall commence effective the date of the latest signature hereto and annually renew under the same terms and conditions, unless terminated as provided herein. The term of this Agreement shall automatically renew for subsequent annual termsbe perpetuating, unless either party to the Agreement provides written notice of termination to the other party in which case the that they shall terminate the contractAgreement shall at the end of the then current term. Notwithstanding the foregoing, this Agreement and further subject to may be terminationed as provided in paragraphs 8 and 89 below.
2. Scope of Services. For the term of this Agreement, Cottage Grove, through use of its personnel and/or agents, shall provide Newport with the following services (the “services”), in and on behalf of Newport and at the direction of Newport’s City Administrator:
  - a. Building Official Services. Newport has adopted the Minnesota State Building Code, Fire Code and Plumbing Code. It is the intent of the parties that Cottage Grove performs all of the duties normally performed by a municipal building official in the state of Minnesota within the corporate limits of Newport and is appointed Newport’s contracted Building Official. As Newport’s contracted Building Official, Cottage Grove shall implement and enforce the Building Code, Fire Code, Plumbing Code, and Newport City Code (“City Code”) on behalf of Newport, and shall provide the following services, among others:

- i. Receive and process requests for building and/or plumbing permits in a timely manner.
  - ii. Review all plans and specifications for construction requiring building and/or plumbing permits in order to ensure compliances with the Building Code, Fire Code, Plumbing Code, and City Code.
  - iii. Except as otherwise provided in this Agreement, issue all building permits and plumbing permits and handle correspondence and communications relating to building, fire safety, and /or plumbing inspections.
  - iv. Schedule and perform building inspections, plumbing inspections, fire safety inspections, and rental licensing inspections and services to include plan review, all associated inspections and approvals.
  - v. Perform specific requests of Newport, including but not limited to matters relating to identification, documentation, reports and testimony on nuisance conditions and hazardous buildings, conditions and habitability, as well as violations of City Code.
  - vi. Except as otherwise provided in this Agreement, issue Notices of Violations, Correction Notices and Orders and Certificates of Occupancy, and like correspondence, notices and orders as necessary and appropriate pursuant to City Code and/or applicable law.
  - vii. Maintain a log and comment sheet for all permits issued and inspections. The log will contain at a minimum the time, place, and type of inspection service.
- b. Rental Housing Inspector Services. Newport has adopted the Minnesota State Building Code and a Rental Housing Code. It is the intent of the parties that Cottage Grove performs all of the duties normally performed by a municipal Rental Housing Inspector in the state of Minnesota and Cottage Grove is appointed as Newport's contracted Rental Housing Inspector. As Newport's contracted Rental Housing Inspector, Cottage Grove shall implement and enforce the Building Code, Fire Code, Plumbing Code, and City Code, including but not limited to the Newport Rental Housing Ordinance, on behalf of Newport and shall provide the following services, among others:
- i. Schedule and perform inspections of rental properties in Newport in accordance with the inspection schedule established by the Newport to ensure compliance with the Building Code, Fire Code, Plumbing Code, and City Code, including but not limited to the Newport Rental Housing Ordinance.
  - ii. Upon receipt of a notice of a reinspection request, Newport shall collect reinspection fees and Cottage Grove shall receive \$37.00 per reinspection of each property.
  - iii. Provide inspection reports to Newport upon request.

- i-iv. Except as otherwise provided in this Agreement, issue all correspondence and communications relating to rental licensing and inspections performed in Newport.
- v. Perform specific requests of Newport, including but not limited to matters relating to identification, documentation, reports and testimony on nuisance conditions and hazardous buildings, conditions and habitability, as well as violations of City Code.
- vi. Except as otherwise provided in this Agreement, issue Notices of Violations, Correction Notices and Orders and Certificates of Occupancy, and like correspondence, notices and orders as necessary and appropriate pursuant to City Code and/or applicable law.
- vii. Maintain a log and comment sheet for all permits issued and inspections. The log will contain at a minimum the time, place, and type of inspection service.
- e. ~~Building Inspection and Rental Licensing Services to include plan review, all associated inspections and approvals.~~
- c. Other Services. Cottage Grove shall additionally provide the following other services:
- d-i. Fire Safety Services.
- e-ii. Code Enforcement will be addressed upon complaints to either Newport City Staff or Cottage Grove Code Enforcement Officer.
- f-iii. Property inspections for structural integrity for purposes of exercising eminent domain powers or protection of life.
- g-iv. Preparation of an annual written report of ~~works~~services completed for the City Council of Newport.
- h-v. Provide copies of all permits issued and inspections made on a monthly basis.
- vi. The services Cottage Grove will provide under this Agreement do not include ~~property maintenance inspections or~~ planning or zoning review unless such review is specifically requested by the City Administrator and related to a building permit request for a structure permitted under the Newport City Code.
- vii. Cottage Grove and Newport will establish a regular communication process between the primary service provider(s) and the City Administrator and/or City Planner in order to communicate on issues and discuss timing for Cottage Grove to provide and complete services.
3. Newport Responsibilities in Providing Services. Newport shall be responsible for the following:
- a. Newport shall provide Cottage Grove with a current list of all licensed rental properties.

b. Newport shall forward all completed rental license applications to Cottage Grove following collection of all associated rental fees. Fees must be paid in full prior to forwarding the application to Cottage Grove.

c. Newport shall notify rental property owners of upcoming rental inspections.

d. Newport shall issue Occupancy permits upon Cottage Grove approval.

3.4. Standard of Care. Services provided by Cottage Grove or its subcontractors and/or sub-consultants under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of such profession. Cottage Grove shall put forth reasonable efforts to complete its duties in a timely manner. Cottage Grove shall not be responsible for delays caused by factors beyond its control, or that could not be reasonably foreseen at the time of execution of this Agreement. Cottage Grove shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

4.5. Newport City Code Compliance. 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 and ordinances as established by Newport. Cottage Grove shall confer with Newport staff regarding interpretation of the City Code. Newport shall have a duty to inform Cottage Grove of any and all updates or changes to the Newport City Code.

5. Office Hours. 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 workservices performed under this Agreement.

6. ~~Cottage Grove shall assume the expense of performing Inspection and Code Enforcement/Rental Services.~~the inspections and code enforcement.

7. Compensation for Services. Subject to the limitations set forth in this Agreement, Newport will compensate Cottage Grove in accordance with the schedule of fees below for the time spent in performance of services under this Agreement. Cottage Grove shall assume the expense of performing the services specified in this Agreement and shall be compensated for the same by Newport as provided herein. There shall be no compensation for the services other than as specified in this Agreement.

a. Newport will pay Cottage Grove 28-percent-% of the total permit fee and 75% of the plan review fees. Such permit and plan review fees shall be separate from, and in addition to, the payment provided below for by Paragraph 7 and 13 of this Agreement. All other provisions of this aAgreement shall remain applicable with respect to the plan review and inspection services being provided.



~~a.b.~~ The City of Newport shall pay Cottage Grove \$37.00/Rental Inspection and \$100/Code Enforcement Case. Cottage Grove may consider an annual cost of living increase for Enforcement Cases not to exceed 3%.

c. In addition to the above noted fees Newport will pay Cottage Grove for services performed by Cottage Grove personnel outside those contemplated by this ~~a~~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 \$65 per hour plus expenses. Services performed by Cottage Grove Building Inspector(s), Fire Safety and Code Enforcement Officer will be at the rate of \$50 per hour plus expenses.

d. If rental license and/or rental inspection fees are modified, the amount paid to Cottage Grove for services shall be renegotiated.

e. Newport will make periodic payment to Cottage Grove at intervals not more often than monthly at the rates specified above for services rendered in the prior month by Cottage Grove, provided that services have been performed to the satisfaction of the Newport City Administrator. Such payments will be made only after Cottage Grove provides Newport with a monthly summary of all services performed under this Agreement. Payment by Newport may be withheld for services found by the Newport City Administrator to be unsatisfactory or in violation of federal, state, and local laws, ordinances, rules or regulations. If Newport fails to make any payment due Cottage Grove for services performed to the satisfaction of the Newport City Administrator and expenses within thirty (30) days after the date of Cottage Grove's invoice, Cottage Grove may, after giving thirty (30) days written notice to Newport, and without waiving any claim or right against Newport and without incurring liability whatsoever to Newport, suspend services under this Agreement until Cottage Grove has been paid in full all amounts due for services, expenses and charges.

~~b.f.~~ All Cottage Grove's expense incurred in providing the services are included in the above fees. Newport shall not be liable to Cottage Grove for any expenses paid or incurred by Cottage Grove, unless otherwise agreed to in writing by Newport.

~~7.8.~~ Termination. Notwithstanding any the foregoing, ~~T~~this ~~agreement~~Agreement shall terminate as follows:

- a. Upon the expiration of the 90 days after service of written notice of termination upon the other party; or
- b. At any time, upon mutual agreement of the parties.

9. Default. Notwithstanding any provision hereof, if Cottage Grove fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed herein in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. Unless Cottage Grove's default is excused by Newport or otherwise cured by Cottage Grove within 10 days of such written notice of default from Newport, Newport may, upon subsequent written notice, immediately cancel/terminate this

Agreement or exercise any other rights or remedies available to Newport under this Agreement or law. In the event of Cottage Grove's default, Cottage Grove shall be liable to Newport for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by Newport in enforcing this Agreement.

#### 10. Indemnification.

~~e~~a. 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~~services 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 limits on liability with respect to claims made by third parties.

b. 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 limits on liability with respect to claims made by third parties.

~~d~~c. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

11. Insurance. Cottage Grove shall procure and carry, at its expense, liability insurance in the amount of at least \$1,0500,000 per occurrence and \$230,000,000 in the aggregate for both ~~B~~bodily injury or death, and P~~property D~~amage, including loss of use, which may arise out of operations by Cottage Grove or by any subcontractors or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. Newport shall be named as an additional insured, and a certificate of said insurance shall be provided to Newport. Cottage Grove shall procure and carry, at its expense, 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. All this insurance coverage shall be maintained throughout the life of this Agreement. Cottage Grove's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to Newport with respect to any claim arising out of Cottage Grove's performance under this Agreement. Cottage Grove is responsible for payment of Agreement related insurance premiums and deductibles. Notwithstanding any provision of this Agreement, Newport reserves the right to

immediately terminate this Agreement if Cottage Grove is not in compliance with the insurance requirements contained herein.

8.12. Cottage Grove Personnel. 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.

~~9. 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.~~

~~a. Inspection of Rental Properties:~~

~~— Newport shall provide Cottage Grove with a current list of all licensed rental properties.~~

~~— Newport shall forward all completed rental license applications to Cottage Grove following collection of all associated rental fees. Fees must be paid in full prior to forwarding the application to Cottage Grove.~~

~~— Newport shall notify rental property owners of upcoming rental inspections.~~

~~— Cottage Grove shall conduct rental property inspections.~~

~~— Upon receipt of a notice of a reinspection request, Newport shall collect reinspection fees and Cottage Grove shall receive \$37.00 per unit for each reinspection.~~

~~— Cottage Grove shall provide inspection reports to Newport upon request.~~

~~— Newport shall issue Occupancy permits upon Cottage Grove approval.~~

~~• If rental license and/or rental inspection fees are modified, the amount paid to Cottage Grove for service shall be renegotiated~~

~~b. Clerical and other office duties related to Building Inspections and review of building permits.~~

~~— Schedule Building Inspection and Rental Licensing inspections~~

### 13. General Terms.

- a. 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, 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 contractAgreement. Cottage Grove represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this contractAgreement. Any and all personnel of Cottage Grove or other persons, while engaged in the performance of any work or services required by CottageGroveNewport under this contractAgreement, ~~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 Cottage Grove 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.

- b. Records—Availability and Retention. 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. Cottage Grove agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- c. Entire Contract. 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.
- ~~e.d.~~ Modifications/Amendment. ~~a~~Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- ~~d.e.~~ Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. 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.~~
- ~~e.f.~~ Compliance with Laws. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which a party is responsible.
- ~~f.g.~~ Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in

executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

~~g~~.h. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

~~h~~.i. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. The parties' representatives for notification for all purposes are:

Newport:

City Administrator  
City of Newport

\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Cottage Grove:

City Administrator  
City of Cottage Grove

\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

~~i~~.j. Dispute Resolution. The parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

~~j~~.k. Subcontracting. Cottage Grove shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of Newport.

l. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

m. Force Majeure. The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood,



earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, pandemic, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

~~k.n.~~ Governing Law. This Agreement shall be deemed to have been made and accepted in Washington County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

~~l.o.~~ Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.*

~~m.p.~~ No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

~~n.q.~~ Patented Devices, Materials and Processes. If this Agreement requires, or Cottage Grove desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, Cottage Grove shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, Cottage Grove shall indemnify and hold harmless Newport from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under this Agreement, and shall indemnify and defend Newport for any costs, liability, expenses and attorney's fees that result from any such infringement.

~~o.r.~~ Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

~~p.s.~~ Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

~~q.t.~~ Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of Newport and Cottage Grove

arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

- u. Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
~~Mayor~~ Myron Bailey, Its Mayor

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
~~City Clerk~~ Neil Belcamper, Its City Clerk

\_\_\_\_\_  
Date \_\_\_\_\_

|

|



**CITY OF NEWPORT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Laurie Elliott, By: \_\_\_\_\_

Its Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Deb Hill, By: \_\_\_\_\_

Its City Administrator

~~Date:~~ \_\_\_\_\_



# MEMO

TO: Newport City Council

FROM: Deb Hill, City Administrator

DATE: March 18, 2021

SUBJECT: Council Chamber

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**Background:** Attached are three renderings of the new council chambers. The first was with the center window that was rejected, the second with a light apron on the dais, and the third which is the latest option.

**Recommendation:** Staff recommends council approve the latest rendering so the cable commission staff can design the lighting that would work with the light and dark woods.

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Current Design

Proposed

