



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

MAYOR: Laurie Elliott
COUNCIL: Kevin Chapdelaine
Tom Ingemann
Marvin Taylor
Bill Sumner

City Administrator: Joe Hatch
Supt. of Public Works: Matt Yokiel
Fire Chief: Steven Wiley
Asst. to the City Admin: Travis Brierley
Law Enforcement (WCSO): Bill Harrell

CITY COUNCIL AGENDA May 4, 2023- 5:30 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. SPECIAL ORDER OF BUSINESS
 - A. **Proclamation No. 2023-01-** Preservation Month
6. 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.
7. COUNTY ROAD 38 TRAIL
 - A. Presentation- Kevin Peterson, Washington County Public Works
 - B. Cost Share and Maintenance Agreement
 - C. **Resolution No. 2023-24-** Night Work for County Highway 38 Trail
8. 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- April 20, 2023 Regular City Council
 - B. Memo- Purchasing Hockey Boards
 - C. **Resolution No. 2023-22-** Deed Correction
 - D. List of Bills- \$272,441.65
9. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
10. FIRE CHIEF'S REPORT
11. ENGINEER'S REPORT
 - A. Lateral Lining Improvements
 1. **Resolution No. 2023-23** Calling for Improvement Hearing

12. SUPERINTENDENT OF PUBLIC WORKS REPORT

13. ADMINISTRATION REPORT

14. MAYOR AND COUNCIL REPORTS

15. ADJOURNMENT

City of Newport, MN
Proclamation No. 2023-01
National Preservation Month

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, “People Saving Places” has been chosen as the theme for this year’s Preservation Month; and

NOW, THEREFORE, I, Mayor Laurie Elliott, Mayor of the City of Newport, do proclaim May 2023 as Preservation Month, and call upon the people of Newport to join their fellow citizens across the United States in recognizing and participating in this special observance.

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator

Proclaimed: 4 may 2023

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
NEWPORT AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF
COUNTY STATE AID HIGHWAY (CSAH) 38 MULTI-USE TRAIL PROJECT**

WASHINGTON COUNTY	
CONTRACT NO.	15488
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – END OF PROJECT

THIS AGREEMENT, by and between the City of Newport, a municipal corporation, hereinafter referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County," sets forth the parties' respective financial responsibilities as they relate to construction of County State Aid Highway (CSAH) 38 Multi-use Trail Project, hereinafter referred to as the "Project").

RECITALS

- WHEREAS, the County intends to construct County State Aid Highway (CSAH) 38 (21st Street/7th Avenue) from the pedestrian bridge near 20th to 21st Street/Maxwell Avenue in the City of Newport; and
- WHEREAS, items included in the Project require City cost participation in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects"; and
- WHEREAS, the City desires to use local and federal funds for these improvements; and
- WHEREAS, the County desires to use State Aid and federal funds for these improvements; and
- WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the construction of these transportation improvements; and
- WHEREAS, this Agreement is made pursuant to the statutory authority contained in Minnesota Statute § 162.17 sub.1 and Minnesota Statute § 471.59.

AGREEMENT

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is stated in the recitals, which, along with the attached Exhibits, are all incorporated by reference as if fully set forth herein.

B. SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROCUREMENTS

Washington County is a Grantee or Subrecipient of federal assistance. All contracts, including contracts for goods and services, involving the use of federal funds must contain provisions covering the following, as applicable. A party to any contract where federal funds are utilized must agree to abide by the following federal requirements and to bind lower tier and third party contractors and subcontractors to the same. See Exhibit C for special provisions.

C. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of this Project.
2. The following County project numbers have been assigned to the Project: SP 082-638-015 (CSAH 38), CP 23-23802.

D. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all new permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.
2. The City shall continue to maintain ownership of all its existing rights of way, permanent easements, and temporary easements necessary for this Project.
3. Any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.

E. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the City and County, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids and at the sole discretion of the County award the contract to the lowest responsible bidder subject only to the final consent of the City for costs relating to any elements for which the City is requested to pay and only for the purposes of ensuring costs are within reasonable market parameters. City consent shall be received within seven (7) days after bid opening and may not be unreasonably conditioned, withheld, or delayed.

F. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The County shall be responsible for the construction administration, inspection, and for the observation and testing for all roadway and trail construction items.

The City shall be responsible for the inspection, and for the observation and testing of all city sewer and water construction items.

G. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The City hereby agrees to be bound to the cost participation provisions in the “Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects”, which is incorporated into this Agreement by reference. The City’s cost participation is set forth in Table 1 and is broken down into five categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way; and 5) County-Furnished Material.

1. Construction

Construction costs shall be the cost to construct the Project. The County has prepared a statement of estimated quantities and cost splits hereto attached as Exhibit B. The City shall pay to the County its share of the total cost as shown in Exhibit B and set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual contractor’s unit prices.

2. Design Engineering

Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the City’s share of the construction cost, the City shall pay the prorated cost of design engineering for the entire Project as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual design engineering cost.

3. Construction Engineering/Contract Administration

Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is 8% of the construction cost. The City shall pay 8% of the City’s share of the construction cost for construction engineering/contract administration as set forth in Table 1. After the County has awarded

the construction contract, Exhibit B will be updated to reflect the estimated construction engineering/contract administration cost.

4. Right of Way

Right of Way costs shall be the County acquisition of permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and condemnation commissioner costs. If applicable, the City shall pay its share of the final right of way cost. The estimated amount is set forth in Table 1.

5. County-Furnished Material

County-furnished material costs shall be items such as light poles, traffic signal control equipment, and street name signs which are separately procured outside of the construction contract and installed within the Project limits. The City shall pay its share of the final County-furnished material cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS City of Newport Cost Summary			
ITEM	TOTAL COST	CITY SHARE	CITY COST
Construction	\$1,152,999	See Exhibit B	\$318,250
Design Engineering	\$423,500	See Exhibit B	\$57,284
Construction Engineering/Contract Administration – Trail	\$76,279	12%	\$9,499
Contract Administration – Watermain (a)	\$3,990	100%	\$3,990
Right of Way	\$20,000	55%	\$11,000
Federal Grant Funding	\$(460,000)		\$(57,285)
TOTAL ESTIMATED COST	\$1,216,768		\$354,738

(a) 2% of the Watermain Construction Cost (\$199,509) payable to Washington County for Contract Administration

6. The costs and shares attributable to the City and payable to the County as shown in Table 1 are merely estimated, and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual City costs and shares are based on the following:
- Construction shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes.
 - Design engineering shall be based on the contractor's unit prices at the time of contract award.
 - Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.
 - Right of way shall be based on the final costs to acquire right of way.
 - County-furnished material shall be based on the final costs to acquire County-furnished material.

H. PAYMENT

1. Construction and Construction Engineering/Contract Administration

- After the County has awarded the construction contract, the County shall update Exhibit B to conform the Exhibit to the amounts in the awarded bid and shall invoice the City 10 percent of the City's estimated construction and construction engineering/contract administration cost based on the updated Exhibit B.

- b. During construction, the County shall submit to the City partial estimates of work performed by the contractor. The City shall pay to the County its share of the partial estimate as determined in Section F.
 - c. Upon substantial completion of the work the County shall submit to the City a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the City's Project components, adjustments for liquidated damages pursuant to Section I., and previous Project cost payments made by the City to the County.
2. The costs set forth in Table 1 for design engineering and right of way shall be separate line items on the invoice and paid by the City on a reimbursable basis.
 3. In the event that the City paid more in advance than the actual cost of the City's portion of the Project, the County shall refund without interest the amount to the City.
 4. The City shall pay 100 percent of an invoice amount within thirty (30) days of receipt.

I. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement.

J. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the City's construction engineering/contract administration costs as stated in F.6.c. No adjustment to construction costs will be made to the City's portion of the Project in the event of liquidated damages.

K. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County-owned property.

L. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

M. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the

construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

N. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

O. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

P. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

Q. COUNTERPARTS

This Agreement may be executed in counterparts.

R. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

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

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF NEWPORT

Laurie Elliott Date
Mayor

City Administrator Date
Joseph Hatch

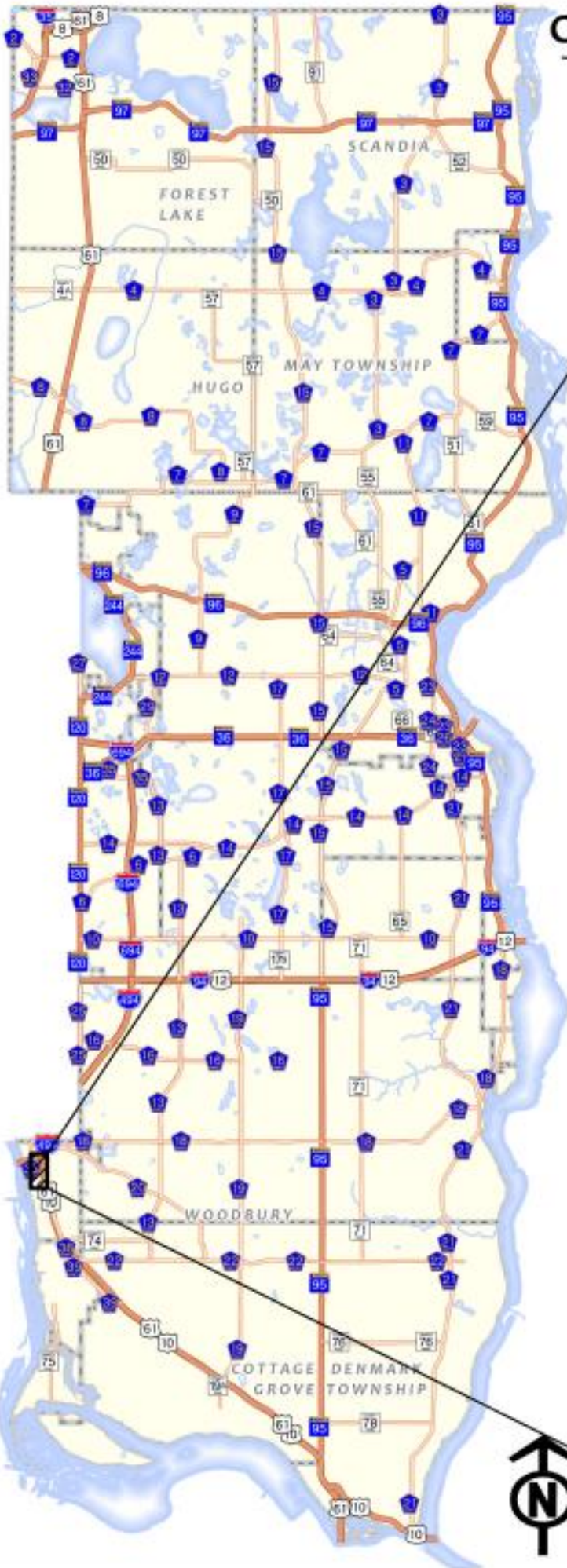
Approved as to form:

City Attorney Date

CSAH 38 - (21ST ST & 7TH AVE)

20TH ST TO 1ST AVE

EXHIBIT A



Multi-Use Trail
Project
RB-2660

Washington
County

THIS MAP IS THE RESULT OF A COMPILATION
AND REPRODUCTION OF LAND RECORDS AS THEY
APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES.
THIS MAP SHOULD BE USED FOR REFERENCE
PURPOSES ONLY. WASHINGTON COUNTY IS NOT
RESPONSIBLE FOR ANY INACCURACIES.

CSAH 38 TRAIL CONSTRUCTION PROJECT - EXHIBIT B, 4/5/2023													
ITEM NO.	ITEM	UNIT	UNIT PRICE	PROJECT TOTAL COST		PARTICIPATING FEDERAL FUNDING 80/20 SAP 082-638-015						NON-PARTICIPATING WATERMAIN IMPROVEMENTS	
				QUANTITY	COST	WASHINGTON COUNTY SAP 082-638-015	COST	WASHINGTON COUNTY SAP 082-638-015 STORM SEWER	COST	CITY OF NEWPORT LOCAL FUNDS	COST	CITY OF NEWPORT LOCAL FUNDS	COST
2021.501	MOBILIZATION	LUMP SUM	\$ 74,000.00	1	\$ 74,000.00	0.51	\$ 37,740.00	0.2	\$ 14,800.00	0.10	\$ 7,400.00	0.19	\$ 14,060.00
2101.502	GRUBBING	EACH	\$ 620.00	24	\$ 14,880.00	11.5	\$ 7,130.00		\$ -	11.5	\$ 7,130.00	1	\$ 620.00
2011.601	VIBRATION MONITORING	LUMP SUM	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00		\$ -		\$ -		\$ -
2031.502	FIELD OFFICE	EACH	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00		\$ -		\$ -		\$ -
									\$ -				
2104.502	REMOVE CASTING	EACH	\$ 250.00	6	\$ 1,500.00	6	\$ 1,500.00		\$ -		\$ -		\$ -
2104.502	REMOVE GATE VALVE	EACH	\$ 500.00	3	\$ 1,500.00		\$ -		\$ -		\$ -	3	\$ 1,500.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 1,290.00	10	\$ 12,900.00	10	\$ 12,900.00		\$ -		\$ -		\$ -
2104.502	REMOVE SIGN	EACH	\$ 32.00	22	\$ 704.00	22	\$ 704.00		\$ -		\$ -		\$ -
2104.502	REMOVE SIGN TYPE SPECIAL	EACH	\$ 32.00	7	\$ 224.00	7	\$ 224.00		\$ -		\$ -		\$ -
2104.502	SALVAGE SIGN	EACH	\$ 50.00	5	\$ 250.00	5	\$ 250.00		\$ -		\$ -		\$ -
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 3.00	1256	\$ 3,768.00	1154	\$ 3,462.00		\$ -		\$ -	102	\$ 306.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$ 52.00	179	\$ 9,308.00	179	\$ 9,308.00		\$ -		\$ -		\$ -
2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 8.00	1996	\$ 15,968.00	1927	\$ 15,416.00		\$ -		\$ -	69	\$ 552.00
2104.504	REMOVE CONCRETE WALK	SQ YD	\$ 11.00	113	\$ 1,243.00	113	\$ 1,243.00		\$ -		\$ -		\$ -
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 13.00	87	\$ 1,131.00	87	\$ 1,131.00		\$ -		\$ -		\$ -
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$ 7.00	224	\$ 1,568.00	224	\$ 1,568.00		\$ -		\$ -		\$ -
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 5.00	2636	\$ 13,180.00	2516	\$ 12,580.00		\$ -		\$ -	120	\$ 600.00
2104.504	REMOVE BITUMINOUS WALK	SQ YD	\$ 1.00	118	\$ 118.00	118	\$ 118.00		\$ -		\$ -		\$ -
2104.603	REMOVE UTILITY PIPE	LIN FT	\$ 12.00	1009	\$ 12,108.00		\$ -		\$ -		\$ -	1009	\$ 12,108.00
									\$ -				
2106.507	EXCAVATION - COMMON	CU YD	\$ 25.00	1144	\$ 28,600.00	572	\$ 14,300.00		\$ -	572	\$ 14,300.00		\$ -
2106.507	EXCAVATION - ROCK	CU YD	\$ 100.00	283	\$ 28,300.00	8	\$ 800.00		\$ -		\$ -	275	\$ 27,500.00
2106.507	GRANULAR EMBANKMENT (CV)	CU YD	\$ 28.00	219	\$ 6,132.00		\$ -		\$ -		\$ -	219	\$ 6,132.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$ 19.00	422	\$ 8,018.00	211	\$ 4,009.00		\$ -	211	\$ 4,009.00		\$ -
							\$ -		\$ -		\$ -		\$ -
2123.602	UTILITY PROTECTION	EACH	\$ 800.00	6	\$ 4,800.00	6	\$ 4,800.00		\$ -		\$ -		\$ -
2123.610	STREET SWEEPER (WITH VACUUM PICKUP)	HOUR	\$ 300.00	50	\$ 15,000.00	44	\$ 13,200.00		\$ -	6	\$ 1,800.00		\$ -
							\$ -		\$ -		\$ -		\$ -
2130.523	WATER	M GALLON	\$ 50.00	60	\$ 3,000.00	52	\$ 2,600.00		\$ -	8	\$ 400.00		\$ -
							\$ -		\$ -		\$ -		\$ -
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 25.00	640	\$ 16,000.00	320	\$ 8,000.00		\$ -	320	\$ 8,000.00		\$ -
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2215.504	FULL DEPTH RECLAMATION	SQ YD	\$ 4.00	2614	\$ 10,456.00	1668	\$ 6,672.00		\$ -		\$ -	946	\$ 3,784.00
							\$ -		\$ -				
2232.504	MILL BITUMINOUS SURFACE (3.0")	SQ YD	\$ 2.00	2979	\$ 5,958.00	2033	\$ 4,066.00		\$ -		\$ -	946	\$ 1,892.00
2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	SQ YD	\$ 2.00	2550	\$ 5,100.00	2550	\$ 5,100.00		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -		\$ -
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	\$ 80.00	524	\$ 41,920.00	524	\$ 41,920.00		\$ -		\$ -		\$ -
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	\$ 80.00	479	\$ 38,320.00	479	\$ 38,320.00		\$ -		\$ -		\$ -
2360.509	TYPE SP 12.5 NON WEARING COURSE MIX(3,B)SPEC	TON	\$ 140.00	60	\$ 8,400.00	60	\$ 8,400.00		\$ -		\$ -		\$ -
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$ 90.00	717	\$ 64,530.00	717	\$ 64,530.00		\$ -		\$ -		\$ -
							\$ -		\$ -				
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$ 80.00	179	\$ 14,320.00		\$ -	179	\$ 14,320.00		\$ -		\$ -
2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	\$ 100.00	12	\$ 1,200.00		\$ -	12	\$ 1,200.00		\$ -		\$ -
2503.602	CONNECT TO EXISTING SEWER - SANITARY	EACH	\$ 500.00	3	\$ 1,500.00		\$ -		\$ -		\$ -	3	\$ 1,500.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$ 1,630.00	18	\$ 29,340.00		\$ -	18	\$ 29,340.00		\$ -		\$ -
2503.603	CLEAN PIPE SEWER	LIN FT	\$ 50.00	335	\$ 16,750.00		\$ -	335	\$ 16,750.00		\$ -		\$ -
2503.603	INSTALL 4" PVC SANITARY SEWER SERVICE PIPE - SDR 26	LIN FT	\$ 70.00	84	\$ 5,880.00		\$ -		\$ -		\$ -	84	\$ 5,880.00
2503.603	LINING SEWER PIPE 15"	LIN FT	\$ 100.00	528	\$ 52,800.00		\$ -	528	\$ 52,800.00		\$ -		\$ -
									\$ -				
2504.601	TEMPORARY WATER BYPASS	LUMP SUM	\$ 10,000.00	1	\$ 10,000.00		\$ -		\$ -		\$ -	1	\$ 10,000.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	\$ 2,500.00	6	\$ 15,000.00		\$ -		\$ -		\$ -	6	\$ 15,000.00
2504.602	INSTALL HYDRANT	EACH	\$ 2,000.00	1	\$ 2,000.00		\$ -		\$ -		\$ -	1	\$ 2,000.00
2504.602	CONNECT TO EXISTING SERVICE PIPE - WATER	EACH	\$ 1,000.00	2	\$ 2,000.00		\$ -		\$ -		\$ -	2	\$ 2,000.00
2504.602	ADJUST GATE VALVE	EACH	\$ 500.00	1	\$ 500.00		\$ -		\$ -	1	\$ 500.00		\$ -
2504.602	INSTALL 1" CORPORATION STOP	EACH	\$ 750.00	3	\$ 2,250.00		\$ -		\$ -		\$ -	3	\$ 2,250.00
2504.602	INSTALL 6" GATE VALVE & BOX	EACH	\$ 2,000.00	8	\$ 16,000.00		\$ -		\$ -		\$ -	8	\$ 16,000.00
2504.602	INSTALL CURB STOP & BOX	EACH	\$ 750.00	3	\$ 2,250.00		\$ -		\$ -		\$ -	3	\$ 2,250.00
2504.602	INSTALL 1" TYPE K COPPER PIPE	LIN FT	\$ 25.00	90	\$ 2,250.00		\$ -		\$ -		\$ -	90	\$ 2,250.00
2504.603	INSTALL 6" WATERMAIN C900 PVC	LIN FT	\$ 40.00	1018	\$ 40,720.00		\$ -		\$ -		\$ -	1018	\$ 40,720.00
2504.604	4" POLYSTYRENE INSULATION	SQ YD	\$ 28.00	302	\$ 8,456.00		\$ -		\$ -		\$ -	302	\$ 8,456.00
									\$ -				
2506.502	CASTING ASSEMBLY	EACH	\$ 1,160.00	22	\$ 25,520.00	6	\$ 6,960.00	16	\$ 18,560.00		\$ -		\$ -
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$ 500.00	4	\$ 1,750.00		\$ -	3.5	\$ 1,750.00		\$ -		\$ -
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	\$ 400.00	7.8	\$ 3,120.00		\$ -	7.8	\$ 3,120.00		\$ -		\$ -
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$ 600.00	4.0	\$ 2,400.00		\$ -	4	\$ 2,400.00		\$ -		\$ -
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 600.00	54.3	\$ 32,580.00		\$ -	54.3	\$ 32,580.00		\$ -		\$ -
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	\$ 1,200.00	4.4	\$ 5,280.00		\$ -	4.4	\$ 5,280.00		\$ -		\$ -
2506.602	CHIMNEY SEAL	EACH	\$ 300.00	4.0	\$ 1,200.00		\$ -		\$ -		\$ -	4	\$ 1,200.00
									\$ -				
2521.518	6" CONCRETE WALK	SQ FT	\$ 15.00	2816	\$ 42,240.00	1408	\$ 21,120.00		\$ -	1408	\$ 21,120.00		\$ -
2521.518	3" BITUMINOUS WALK	SQ FT	\$ 3.00	13534	\$ 40,602.00	6767	\$ 20,301.00		\$ -	6767	\$ 20,301.00		\$ -
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$ 16.00	102	\$ 1,632.00	51	\$ 816.00		\$ -	51	\$ 816.00		\$ -
									\$ -				
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 35.00	2020	\$ 70,700.00	1951	\$ 68,285.00		\$ -		\$ -	69	\$ 2,415.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 111.00	118	\$ 13,098.00	59.0	\$ 6,549.00		\$ -	59.0	\$ 6,549.00		\$ -
2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$ 150.00	44	\$ 6,600.00	44	\$ 6,600.00		\$ -		\$ -		\$ -
2531.618	TRUNCATED DOMES	SQ FT	\$ 68.00	278	\$ 18,904.00	139	\$ 9,452.00		\$ -	139	\$ 9,452.00		\$ -
							\$ -		\$ -		\$ -		\$ -

CSAH 38 TRAIL CONSTRUCTION PROJECT - EXHIBIT B, 4/5/2023													
ITEM NO.	ITEM	UNIT	UNIT PRICE	PROJECT TOTAL COST		PARTICIPATING FEDERAL FUNDING 80/20 SAP 082-638-015						NON-PARTICIPATING WATERMAIN IMPROVEMENTS	
				QUANTITY	COST	WASHINGTON COUNTY SAP 082-638-015	COST	WASHINGTON COUNTY SAP 082-638-015 STORM SEWER	COST	CITY OF NEWPORT LOCAL FUNDS	COST	CITY OF NEWPORT LOCAL FUNDS	COST
2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	\$ 20.00	1200	\$ 24,000.00	1032	\$ 20,640.00		\$ -	168	\$ 3,360.00		\$ -
2533.503	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	\$ 5.00	650	\$ 3,250.00	559	\$ 2,795.00		\$ -	91	\$ 455.00		\$ -
									\$ -				
2550.601	ELECTRICAL SERVICE	LUMP SUM	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00		\$ -		\$ -		\$ -
									\$ -				
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$ 20,000.00	1	\$ 20,000.00	0.51	\$ 10,200.00	0.2	\$ 4,000.00	0	\$ 2,000.00	0.19	\$ 3,800.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 60,000.00	1	\$ 60,000.00	0.51	\$ 30,600.00	0.2	\$ 12,000.00	0.10	\$ 6,000.00	0.19	\$ 11,400.00
2563.610	FLAGGER	HOURL	\$ 100.00	48	\$ 4,800.00	34	\$ 3,400.00		\$ -	5.00	\$ 500.00	9	\$ 900.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$ 105.00	14	\$ 1,470.00	14	\$ 1,470.00		\$ -		\$ -		\$ -
2563.618	CONSTRUCTION SIGN-SPECIAL	SQ FT	\$ 23.00	61	\$ 1,403.00	61	\$ 1,403.00		\$ -		\$ -		\$ -
									\$ -				
2564.518	SIGN PANELS TYPE SPECIAL	SQ FT	\$ 75.00	41	\$ 3,093.75	41.25	\$ 3,093.75		\$ -		\$ -		\$ -
2564.602	INSTALL SIGN	EACH	\$ 500.00	6	\$ 3,000.00	6	\$ 3,000.00		\$ -		\$ -		\$ -
2564.618	SIGN	SQ FT	\$ 50.00	146.07	\$ 7,303.50	146.07	\$ 7,303.50		\$ -		\$ -		\$ -
2564.618	SIGN TYPE SPECIAL	SQ FT	\$ 53.00	6	\$ 318.00	6	\$ 318.00		\$ -		\$ -		\$ -
									\$ -				
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$ 5,000.00	1	\$ 5,000.00	0.71	\$ 3,550.00		\$ -	0.10	\$ 500.00	0.19	\$ 950.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	\$ 3,000.00	1	\$ 3,000.00	0.71	\$ 2,130.00		\$ -	0.10	\$ 300.00	0.19	\$ 570.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 170.00	34	\$ 5,780.00	30	\$ 5,100.00		\$ -	4	\$ 680.00		\$ -
2573.503	SILT FENCE, TYPE MS	LIN FT	\$ 3.00	150	\$ 450.00	131	\$ 393.00		\$ -	19	\$ 57.00		\$ -
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$ 3.00	1378	\$ 4,134.00	1199	\$ 3,597.00		\$ -	179	\$ 537.00		\$ -
									\$ -				
2574.505	SOIL BED PREPARATION	ACRE	\$ 3,000.00	0.42	\$ 1,260.00	0.35	\$ 1,050.00		\$ -	0.05	\$ 150.00	0.02	\$ 60.00
2574.507	COMMON TOPSOIL BORROW	CU YD	\$ 25.00	325	\$ 8,125.00	271	\$ 6,775.00		\$ -	40	\$ 1,000.00	14	\$ 350.00
2574.508	FERTILIZER TYPE 3	POUND	\$ 2.00	149	\$ 298.00	124	\$ 248.00		\$ -	18	\$ 36.00	7	\$ 14.00
									\$ -				
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	\$ 2.50	1939.00	\$ 4,847.50	1615	\$ 4,037.50		\$ -	241.00	\$ 602.50	83	\$ 207.50
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$ 2.50	1939.00	\$ 4,847.50	1615	\$ 4,037.50		\$ -	241.00	\$ 602.50	83	\$ 207.50
2575.505	SEEDING	ACRE	\$ 2,000.00	0.42	\$ 840.00	0.35	\$ 700.00		\$ -	0.05	\$ 100.00	0.02	\$ 40.00
2575.508	SEED MIXTURE 25-131	POUND	\$ 7.00	95	\$ 665.00	78	\$ 546.00		\$ -	12	\$ 84.00	5	\$ 35.00
									\$ -				
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 2.00	2952	\$ 5,904.00	2952	\$ 5,904.00		\$ -		\$ -		\$ -
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 30.00	53	\$ 1,590.00	53	\$ 1,590.00		\$ -		\$ -		\$ -
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 4.00	1746	\$ 6,984.00	1746	\$ 6,984.00		\$ -		\$ -		\$ -
2582.518	PAVT MSSG PREF THERMO GR IN	SQ FT	\$ 14.00	15	\$ 210.00	15	\$ 210.00		\$ -		\$ -		\$ -
2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	\$ 25.00	308	\$ 7,700.00	308	\$ 7,700.00		\$ -		\$ -		\$ -
CONSTRUCTION SUBTOTAL					\$ 1,152,999.25		\$ 625,849.25		\$ 208,900.00		\$ 118,741.00		\$ 199,509.00
FEDERAL GRANT FUNDS					\$ 460,000.00	0.66	\$ 301,933.51	0.22	\$ 100,781.31	0.12	\$ 57,285.18		
CONSTRUCTION TOTAL					\$ 692,999.25		\$ 323,915.74		\$ 108,118.69		\$ 61,455.82		\$ 199,509.00
							Without Percentage Items	\$ 467,510.25	\$ 178,100.00	\$ 92,177.00	\$ 166,915.00		
							Percent of Total	\$ 0.5168	\$ 0.1969	\$ 0.1019	\$ 0.1845		
							Percent of Participating	\$ 0.66	\$ 0.22	\$ 0.12			
RIGHT OF WAY					\$ 20,000.00	0.45	\$ 9,000.00			0.55	\$ 11,000.00		
PRELIM ENGINEERING					\$ 130,700.00	0.66	\$ 85,788.50	0.22	\$ 28,635.04	0.12	\$ 16,276.46		
FINAL ENGINEERING					\$ 262,800.00	0.66	\$ 172,495.93	0.22	\$ 57,576.80	0.12	\$ 32,727.27		
GEOTECHNICAL ENGINEERING					\$ 15,000.00	0.54	\$ 8,142.02	0.18	\$ 2,717.69	0.10	\$ 1,544.77	0.17	\$ 2,595.52
PRECONDITION SURVEYS					\$ 15,000.00	0.54	\$ 8,142.02	0.18	\$ 2,717.69	0.10	\$ 1,544.77	0.17	\$ 2,595.52
CONSTRUCTION ENGINEERING/ADMIN - TRAIL					\$ 76,279.22	0.66	\$ 50,067.94	0.22	\$ 16,712.00	0.12	\$ 9,499.28		\$ -
CONSTRUCTION ENGINEERING - WATERMAIN					\$ 3,990.18		\$ -		\$ -		\$ -	1.00	\$ 3,990.18
PROJECT TOTAL					\$ 1,212,778.47		\$ 657,552.14		\$ 216,477.92		\$ 134,048.37		\$ 204,700.04

Exhibit C – Special Provisions for Federally Funded Procurements

Some or all of the payments may be made from federal funds obtained by the County through Federal Grant. Therefore, Contractor agrees to comply with the Federal Grant, as amended, as well as the rules of any regulatory body under the Federal Grant.

A. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

B. MODIFICATIONS

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the County and the Contractor shall not require written approval.

C. TERMINATION –

Termination by County for Convenience

The County may terminate the contract at any time and for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the contract which were incurred prior to termination.

TERMINATION BY COUNTY FOR CAUSE

The County may immediately terminate the contract if the County determines that the Contractor has failed to comply with any of the provisions of the contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default.

The County in its sole discretion may, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. REMEDIES FOR BREACH AND/OR DISPUTE

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be addressed in writing by the authorized representative of the County. Unless otherwise directed by the County, the Contractor shall continue to perform under this Contract while matters in dispute are being resolved. If a resolution cannot be reached and unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction, with venue in Washington County, Minnesota. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law

E. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

[Contract Work Hours and Safety Standards Act](#). Contractor and any subcontractor, in the performance of work on this contract, must comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Each contractor and any subcontracts are required to compute the wages of every mechanic and laborer (including watchmen and guards) on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Additionally, each contractor and any subcontractors must ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

G. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**Clean Air Act**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

H. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (3) This certification is a material representation of fact relied upon subrecipient/contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

I. LOBBYING

The Lobbying requirements mandate the maximum flow down at every contracting tier, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the certification attached hereto as an Appendix.

J. COMPLIANCE WITH THE DAVIS-BACON ACT

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141 – 3144, and 3146 – 3148) and the requirements of 29 C.F.R. pt. 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141 – 3144, and 3146 – 3148 and the requirements of 29 C.F.R. pt. 5, as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, Contractors are required to pay wages not less than once a week.

K. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

L. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guidelin-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Washington County, the designated state/federal Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the County, State, or Federal Administrator or his/her authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Washington and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal Administrator or the Comptroller General of the United States.

N. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal funding. It is further agreed that the clause shall not be modified, except to identify the

subcontractor who will be subject to its provisions.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

P. SOCIOECONOMIC AFFIRMATIVE STEPS (2 C.F.R. § 200.321)

In the performance of this contract, the Contractor must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (see [PDAT Field Manual](#) for definitions). Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5 above.

Q. DOMESTIC PREFERENCES FOR PROCUREMENTS

- (1) As appropriate and to the extent consistent with federal law, including 2 C.F.R. § 200.322, the [Contractor](#) should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

R. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to all underlying contracts. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
 - a. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
 - b. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (§ 200.216) –

(a) Recipients and subrecipients of federal assistance are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The undersigned Contractor the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Date: _____

Signature and Title of Authorized Official

Byrd Anti-Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date_____

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF NEWPORT AND WASHINGTON COUNTY
FOR MAINTENANCE OF COUNTY STATE AID
HIGHWAY (CSAH) 38 MULTI-USE TRAIL PROJECT**

WASHINGTON COUNTY	
CONTRACT NO.	<u>15489</u>
DEPT.	<u>PUBLIC WORKS</u>
DIVISION	<u>TRANSPORTATION</u>
TERM	<u>PERPETUAL</u>

THIS AGREEMENT, by and between the City of Newport, a municipal corporation, hereinafter referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County," sets forth the parties' respective financial responsibilities as they relate to post-construction maintenance of County State Aid Highway (CSAH) 38 Multi-Use Trail Project, hereinafter referred to as the "Project."

RECITALS

- WHEREAS, the County intends to construct and maintain County State Aid Highway (CSAH) 38 (21st Street/7th Avenue) from the pedestrian bridge near 20th to 21st Street/Maxwell Avenue in the City of Newport, including a new multi-use trail; and
- WHEREAS, the following County project numbers have been assigned to the Project: SP 082-638-015 (CSAH 38), CP 23-23802; and
- WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the ongoing maintenance of this Project; and
- WHEREAS, this Agreement is made pursuant to the statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is stated in the recitals, which, along with the attached Exhibits, are all incorporated by reference as if fully set forth herein

B. MAINTENANCE/OWNERSHIP

1. Upon completion of the Project, the City shall own and maintain the following Project improvements:
 - a. Municipal Utilities, including, but not limited to, sanitary sewer trunk main, sanitary sewer service lines, water main, water main service lines, sanitary sewer manholes, and hydrants.
 - b. Pavement systems updated or constructed on its existing City right-of-ways.
 - c. Curb and gutters updated or constructed on its existing City right-of-ways.
 - d. Permanent roadway signing and striping on City roads.
 - e. Corridor boulevards. The City, at its expense, may, but is not required to, perform corridor boulevard mowing. Washington County does not have the staff or equipment to maintain turf grass. The City and County shall review seeded areas no more than 45-days after the installation of seed. If these areas have established to the satisfaction of the City and County, the City shall immediately take over maintenance of these areas to their standards. Any costs for improvements, amendments, or re-seeding requested by the City shall be the responsibility of the City.

2. Upon completion of the Project, the County shall own and maintain the following Project improvements:
 - a. The storm sewer trunk line and catch basin, and leads on its County right-of-way, existing or obtained under this project.
 - b. Permanent roadway signing and striping on County roads.
 - c. Curb and gutter on its County right-of-way, existing or obtained under this project.
 - d. Pavement systems on its County right-of-way, existing or obtained under this project.
3. Sidewalks, Trails, and Pedestrian Ramps. The County will own sidewalks, trails, and pedestrian ramps located within County right-of-way. The maintenance of the sidewalks, trails, and pedestrian ramps within County right-of-way will be split between the County and City as follows:
 - a) The County will be responsible for major maintenance, including repair and/or replacement of sidewalk and pedestrian ramp panels, steps, and failing trail segments. The County will not complete snow removal on any sidewalks, trails, and pedestrian ramps.
 - b) The City, at no cost to the County, will be responsible for minor maintenance, including sweeping, plowing, debris removal, patching, crack repair, and elements consistent with City ordinances, policies, or council directives.
4. All maintenance required to be performed by this Agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.
5. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.
6. The County and City will notify each other at least 24 hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.
7. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and the County.
8. The City shall not assess or otherwise recover any portion of its cost for the maintenance under this Agreement through special assessment of County-owned property.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

G. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

H. COUNTERPARTS

This Agreement may be executed in counterparts.

I. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

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

WASHINGTON COUNTY

Chair Date

Board of Commissioners

Kevin Corbid Date

County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF NEWPORT

Mayor Date

City Administrator Date

Joseph Hatch

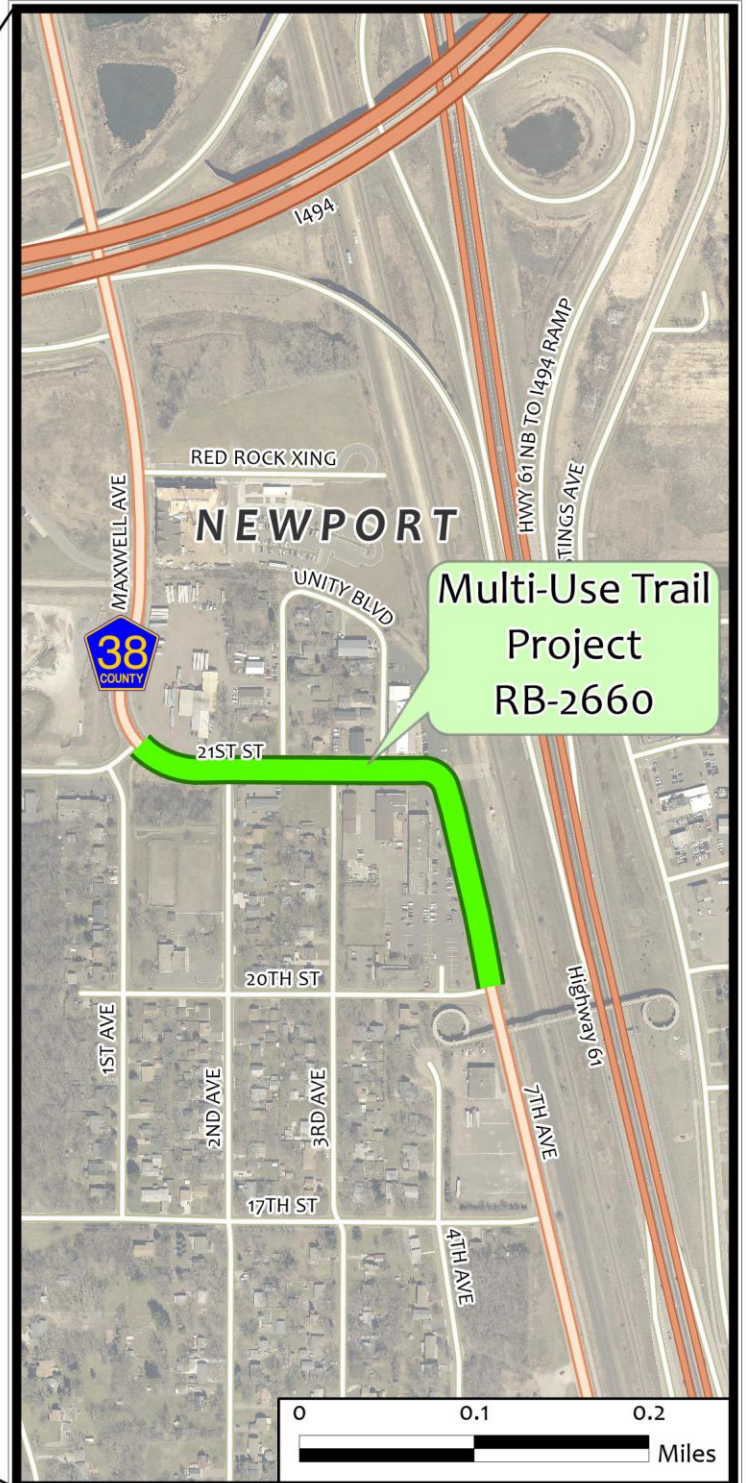
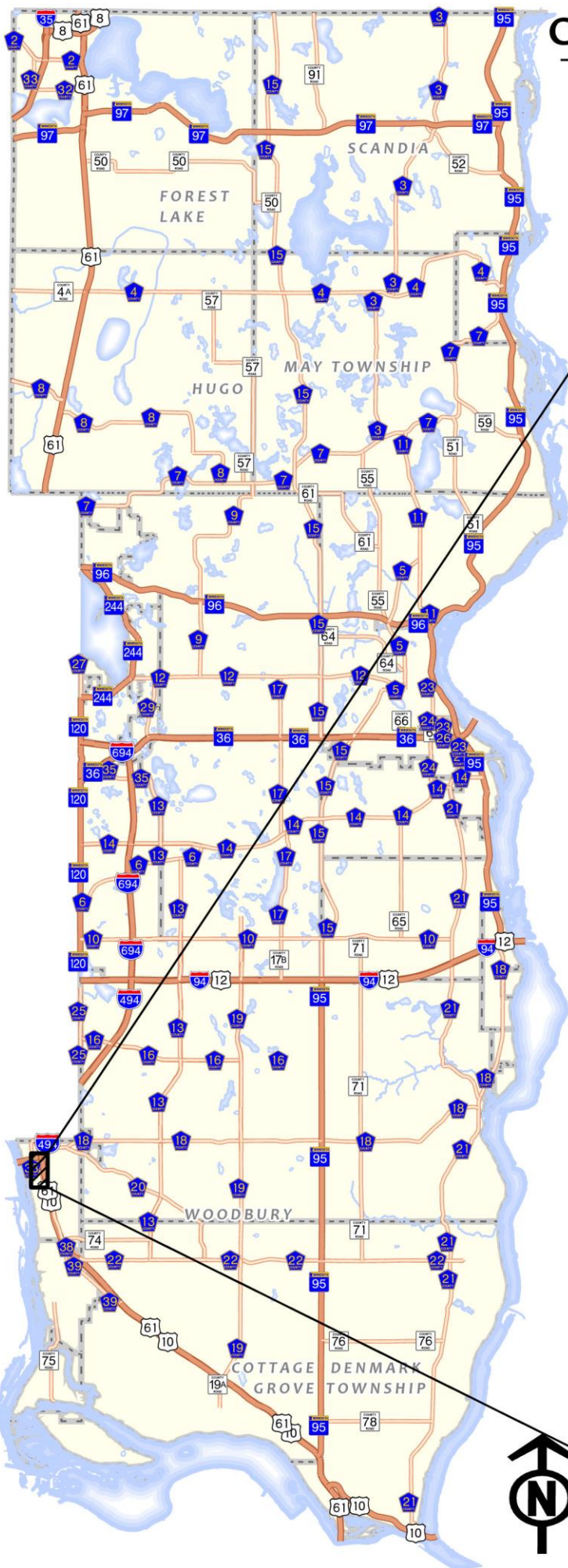
Approved as to form:

City Attorney Date

CSAH 38 - (21ST ST & 7TH AVE)

20TH ST TO 1ST AVE

EXHIBIT A



Multi-Use Trail
Project
RB-2660



Washington
County

THIS MAP IS THE RESULT OF A COMPILATION
AND REPRODUCTION OF LAND RECORDS AS THEY
APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES.
THIS MAP SHOULD BE USED FOR REFERENCE
PURPOSES ONLY. WASHINGTON COUNTY IS NOT
RESPONSIBLE FOR ANY INACCURACIES.

City of Newport, MN
Resolution No. 2023-24

A Resolution Regarding Night Work for the County Highway 38 Multi-Use Trail Project

WHEREAS, Washington County in partnership with the City of Newport intends to construct a multi-use trail along County Highway 38 (21st Street/7th Avenue) between 20th Street and 21st Street in 2023; and

WHEREAS, Construction of the multi-use trail will require reconstruction of County Highway 38 (21st Street/7th Avenue) in 2023; and

WHEREAS, To safely and efficiently complete reconstruction of County Highway 38; County Highway 38 (21st Street/7th Avenue) will be closed to westbound/southbound traffic; and

WHEREAS, Washington County has requested a variance to the City's noise ordinance to allow work from 10pm to 7am for no more than three (3) nights to minimize disruption; and

WHEREAS, Section 18-3 of the City Code provides for construction hours between 10pm and 7am.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newport hereby approves a variance to Section 18-3 of the Noise Ordinance to allow Washington County to work from 10pm to 7am no more than three (3) nights from May 1 to December 31, 2023, subject to the condition that the following activities may not be performed after 7pm or before 7am:

- Pile driving/removal
- Concrete pavement demolition
- Sawing for pavement removal
- Crushing operations
- Jack-hammering

NOW, THEREFORE, BE IT RESOLVED that Washington County shall notify Newport City Staff no more than 48-hours prior to any work taking place from 10pm to 7am

Adopted this 4th day of May, 2023 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Sumner	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

CITY COUNCIL MEETING MINUTES

April 20, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on April 20, 2023

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 Bill Sumner

Not Present (0): None.

4. ADOPT AGENDA

Member Chapdelaine motioned to adopt the agenda. Seconded by Member Sumner. Approved 5-0.

5. PUBLIC COMMENTS

No public comments were made.

6. SOUTH WASHINGTON WATERSHED DISTRICT

John Loomis, Deputy Administrator with the South Washington Watershed District, addressed the Council. Mr. Loomis stated we are on year seven of the ten-year watershed management plan. At the start of the ten-year plan they were focused on wrapping up a lengthy flood control project. That work is done and have now shifted their focus to water quality and resiliency work. The watershed fees are flat from last year and they had a nominal increase in their levy. The typical household in the district saw a \$2.00 impact on their bill over last year. Mr. Loomis stated they have re-established the citizen advisory committee and thanked Member Sumner for being part that committee. Mr. Loomis discussed multiple incentive programs as well as educational programs with the South Washington County School District. Mr. Loomis stated they recently cost shared on a vacuum truck with Newport and St. Paul Park. Mayor Elliott inquired if Mr. Loomis could explain what a watershed district means. Mr. Loomis stated a watershed district is focused on water resources within a specific drainage area.

7. ADOPT CONSENT AGENDA

- A. Minutes-** April 6, 2023⁴ Council Workshop
- B. List of Bills-** \$540,622.13
- C. Financial Statement-** March 2023

Member Ingemann motioned to adopt the Consent Agenda. Seconded by Member Chapdelaine. Approved 5-0.

8. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

Washington County Sheriff's Deputy Sergeant Bill Harrell stated the county donated four automated external defibrillators (AED) to the city. They can be used at City Hall, the Library, and Public Works. Sergeant Harrell stated he intends to train staff on how to use them.

9. FIRE CHIEF'S REPORT

A. Mutual Aid Agreement

City Administrator Joe Hatch stated he is filling in for Fire Chief Steve Wiley who could attend this evening. Administrator Hatch stated there is a Mutual Aid Agreement between the fire departments within Washington County Minnesota and the fire departments within St. Croix County Wisconsin. If there is an emergency and one of these entities requests additional resources, another department can respond. Administrator Hatch stated there have not been changes to this agreement from the previous one and requests Council to authorize this agreement.

Member Ingemann motioned to adopt the Mutual Aid Agreement. Seconded by Member Sumner. Approved 5-0.

10. ENGINEER'S REPORT

City Engineer Jon Herdegen stated next Thursday is the pre-construction meeting for the lining project. Over the next four weeks there will be televising trucks collecting the televised inspections. Once the televising is complete, homeowners will be able to review the results. The actual lining work will start around the fourth of July. Engineer Herdegen stated the County Road 38 Trail project is out for bid and Washington County is leading that effort. Staff is working on the cost share and maintenance agreements. Kevin Peterson plans to attend the Council Meeting on May 2nd to formally present the agreement and give a project update. Engineer Herdegen stated he submitted the grant applications for the 3M settlement funds.

11. SUPERINTENDENT OF PUBLIC WORKS REPORT

Superintendent of Public Works Matt Yokiell stated they have been watching the river for potential flooding. The current prediction is for the river to crest around nineteen feet next Tuesday or Wednesday. For reference, in 2019, we hit 20.2 feet. Mayor Elliott inquired if we are sand bagging. Superintendent Yokiell stated no, but they dropped off sand and sandbags for one resident last Friday. Superintendent Yokiell stated the brush cleanup is still in progress. As of last Sunday, they had around five hundred hours of staff time with this storm event. Residents can pick up free woodchips at Public Works anytime between 7am and 3pm Monday through Friday. Superintendent Yokiell stated he spoke to H+U who is working with contractors to line up the flagpole repairs at City Hall. Superintendent Yokiell stated the Newport Library window restoration project is still in progress. There were supply chain and weather issues which caused delays. Mayor Elliott inquired if Superintendent Yokiell could talk about the items that have been pushed out in their work schedule. Superintendent Yokiell stated street sweeping, potholes patching, and fire hydrant flushing have been delayed.

12. ADMINISTRATION REPORT

Administrator Hatch stated last Monday, the city purchased the 1651 Cedar Lane property. This property has experienced water issues as it is right next to the river. This is an exciting opportunity for potential recreation and park space. Mayor Elliott stated we have been working with the Federal Emergency Management Agency (FEMA) for grant funds for about two years. Administrator Hatch stated he attended the Washington County Community Development Agency (CDA) meeting yesterday. They authorized an agreement to pay for half of our area study, which will be approximately \$25,000.

13. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated she and Administrator Hatch attended several meetings related to our congressionally directed spending application. Administrator Hatch sent in the final application last Thursday for a grant up to \$350,000.

Member Ingemann invited residents to go online to <https://foodscrapspickup.com>. The east side of Highway 61 in Newport is the Newport test area for the Ramsey/Washington County food scrap pickup program. Residents in the test area can sign up and request the free compostable food scrap bags. When the bag is filled with food scraps, simply tie a knot at the top of the bag and place it in your trash can.

Member Chapdelaine stated he attended the latest 3M drinking water meetings. The Environmental Protection Agency (EPA) came out with suggestions on safe level for PFAS in our drinking water. A few interesting things he learned from the meeting include there is no guarantee that bottled water is any safer than the drinking water you are getting out of your tap. Also, the East Metro is in a good position compared to other areas of the state and country because we have 3M settlement money available to build new treatment facilities. Member Chapdelaine stated we need to thank Katie Sieben and Karla Bigham for pursuing this issue and getting us to where we are today. Mayor Elliott stated Minnesota is doing its own studies and research and not just accepting what the EPA says it should be. Engineer Herdegen stated the Minnesota Department of Health (MDH) and trustees anticipated lower contaminate levels were coming and have a robust contingency program built-in with the conceptual drinking water supply plan. Member Chapdelaine stated that Newport will continue to have safe drinking water as we will be tied to new treatment plants with Woodbury and Cottage Grove. Member Ingemann stated at the present time we do not have a problem with PFAS. Mayor Elliott stated that is correct as we meet current state standards as well as proposed state standards.

Member Taylor stated the Planning Commission met last week to discuss a concept plan for Red Rock Villas.

Member Sumner stated he talked to people from other cities, and they did not have Public Works collecting their brush from the storm. Member Sumner thanked Newport Public Works for their excellent level of service. Member Sumner stated on Wednesday, May 10th, the Heritage Preservation Commission (HPC) will have a special training on preservation techniques.

14. POTENTIALLY CLOSED MEETING

(Meeting closed as authorized by Minn. Stat. 13D.05, subd. 3(b), to consider potential litigation regarding Total Mechanical Inc, 420 Broadway Ave, St. Paul Park, Minnesota.)

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

The City Council Meeting was closed at 6:22 p.m. on April 20, 2023.

Member Chapdelaine motioned to open the City Council Meeting. Seconded by Member Sumner. Approved 5-0.

The City Council Meeting was opened at 6:51 p.m. on April 20, 2023.

Member Chapdelaine motioned to direct staff to prepare an agreement with Total Mechanical for the repainting of the interior of Ground Storage Reservoir #3 in the amount of \$4,900. Seconded by Member Sumner. Approved 5-0.

15. ADJOURNMENT

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

The City Council Meeting was adjourned at 6:53 p.m. on April 20, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

MEMO

TO: Mayor and Newport City Council
FROM: Public Works Superintendent Matt Yokiell
DATE: May 1, 2023
SUBJECT: Purchase of Hockey Boards for Loveland Park

Background:

The City of Newport has hockey boards at Loveland Park that are in need of replacement. The existing wood boards are beyond their useful life and should be relocated to allow for easier and safer skater access to the pleasure and hockey rinks.

Discussion:

The Council approved the spending of up to \$125,000 of capital improvement funds to upgrade the skating facilities.

Rink Systems Inc. would provide new galvanized free-standing steel frame and fiberglass boards for \$84,000. Posts will be driven into the ground instead of sitting on a footing providing greater stability. The fiberglass facing has a life expectancy of 15 plus years. The steel framing has an expected life of 30 plus years. A mesh puck containment system is also included and has a 2-year warranty.

Budget:

The cost of new galvanized steel frame and fiberglass boards installed from Rink Systems Inc. along with a 4" class 5 gravel base would be around \$91,000 of the budgeted \$125,000. Warming house improvements could be made for under \$15,000 to allow the storage of rink maintenance equipment on site instead of trailering from public works.

Recommendation:

Staff recommends that Council approve the purchase of the new Rink Systems Inc. hockey boards including all materials, and direct staff to negotiate the purchase and installation of the new hockey boards from Rink Systems Inc for a cost not to exceed \$100,000.

City of Newport, MN
Resolution No. 2023-22
A Resolution Correcting Deed for 260 9th Street

WHEREAS, The City of Newport (“City”) sold property at 260 9th Street, Newport, MN 55055 to Galloway Holdings, LLC DBA Stone River Homes (“Stone River Homes”); and

WHEREAS, a warranty deed was signed on March 29, 2018 and subsequently recorded on March 30, 2018 with the Washington County Recorder’s Office; and

WHEREAS, the property description on the deed had a clerical error as the Lot was not specified; and

WHEREAS, the corrected property description should read as:

“That part of Lots 2, 4, 6 and 8, Town of Newport, lying EAST of the following described line:

Commencing at the Northwest corner of said Lot 2; thence North 89 degrees 35 minutes 41 seconds East, assumed bearing along the North line of said Lot 2 a distance of 79.01 feet to the Point of Beginning of the line to be described; thence South 00 degrees 04 minutes 59 seconds East for a distance of 195.43 feet to the South line of said Lot 8 and there terminating

And also:

The part of the vacated alley accruing thereto”

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the changed property description from attached (recorded) warranty deed and further directs the City Administrator to execute a new corrected warranty deed, and negotiate recording fees, and all other documents to complete this corrected transaction.

Adopted this 4th day of May, 2023 by the Newport City Council.

Motion by: _____,

Seconded by: _____,

VOTE:

Elliott	_____
Chapdelaine	_____
Ingemann	_____
Taylor	_____
Sumner	_____

Signed: _____

Laurie Elliott, Mayor

Attest: _____

Joe Hatch, City Administrator

Receipt# 392751

WAR	\$46.00
CONV	\$5.00
SDT	\$105.60
Transferred Entered	
CRV Filed	
No Delinquent Taxes	

Return to:
E - CSC
1300 North 200 East #118

Logan UT 84341

4149240



Certified Filed and/or recorded on:

3/30/2018 9:25 AM

4149240

Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder
Kevin Corbid, Auditor Treasurer

WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.9 (2013)

eCRV number: 785559

DEED TAX DUE: \$105.60

DATE: March 29, 2018

FOR VALUABLE CONSIDERATION,

CITY OF NEWPORT,

a a Minnesota statutory city under the laws of Minnesota, ("Grantor"),

hereby conveys and warrants to

GALLOWAY HOLDINGS, LLC DBA STONE RIVER HOMES

a limited liability company under the laws of Minnesota, ("Grantee"),

real property in WASHINGTON County, MINNESOTA legally described as follows:

SEE ATTACHED EXHIBIT A

☐ Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Easements, restrictions and reservations of record, if any

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. If electronically filed, insert WDC number: _____
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

City of Newport, a Minnesota statutory city

BY: Debora A. Hill

Debora A. Hill

Its: City Administrator

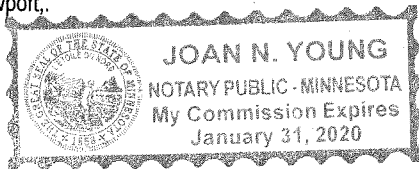
Premier Title

OR4012

State of MINNESOTA, County of HENNEPIN

This instrument was acknowledged before me on March 29, 2018,
by DEBORA A. HILL as CITY ADMINISTRATOR,

of City of Newport.

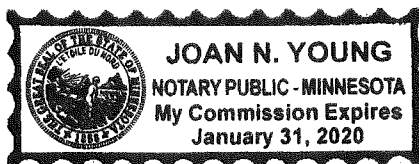


[Signature]
Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

Premier Title Insurance Agency, Inc.
7300 Metro Blvd #300
Edina, Minnesota 55439
(952)897-1707
File No. OR4012



TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Galloway Holdings, LLC dba Stone River Homes
7401 Metro Blvd., Suite 350
Edina, MN 55439

EXHIBIT A

File No. OR4012

That part of Lots 2, 4, 6 and 8, Block 28, Town of Newport, lying EAST of the following described line:

Commencing at the Northwest corner of said Lot 2; thence North 89 degrees 35 minutes 41 seconds East, assumed bearing along the North line of said Lot 2 a distance of 79.01 feet to the Point of Beginning of the line to be described; thence South 00 degrees 04 minutes 59 seconds East for a distance of 195.43 feet to the South line of said Lot and there terminating

And also:

The part of the vacated alley accruing thereto

Washington County, Minnesota

Abstract Property

Property Address (FOR REFERENCE PURPOSES ONLY):

260 9th St
Newport, MN 55055

Recurring

2154e	COMCAST	18-Apr-23	\$461.85 Phone rental and lines
2155e	UNITED STATES TREASURY	18-Apr-23	\$9,169.51 SS, federal and medicare
2156e	MN REVENUE	18-Apr-23	\$1,632.37 State taxes
2157e	MSRS	18-Apr-23	\$3,734.77 HCSP & voluntary retirement
2158e	QUADIENT FINANCE USA, INC.	18-Apr-23	\$164.97 Quarterly postage machine fee
2159e	UNUM	18-Apr-23	\$544.97 Long-term disability and life insurance
2160e	WEX HEALTH	18-Apr-23	\$745.73 HSPA
25558	INTERNATIONAL UNION OF OP. EN	18-Apr-23	\$210.00 Union dues
25559	NCPERS GROUP LIFE INS.	18-Apr-23	\$16.00 Addt. Life insurance
25560	PERA	18-Apr-23	\$5,212.50 Retirement
25563	ANCHOR SOLAR INVESTMENTS, LL	04-May-23	\$387.07 Solar Leasing
25573	JAN PRO CLEANING SYSTEMS	04-May-23	\$1,275.00 Cleaning services
25585	DEAN SWEARINGEN	04-May-23	\$123.75 Uniform reimbursement - boots
25586	VERIZON	04-May-23	\$269.79 Cell phones and hot spots
	Staff		\$22,288.03

Non-recurring

25561	ACE TRAILER SALES	04-May-23	\$12,345.00 CIP Trailer
25562	ADVANCED SPORTSWEAR	04-May-23	\$157.50 Shirt embroidery
25564	BAUER BUILT, INC	04-May-23	\$1,295.76 Pickup tires
25565	BIFFS INC.	04-May-23	\$64.83 Port o potty
25566	BOLTON & MENK, INC.	04-May-23	\$5,022.50 City Planning
25567	BURGGRAFS ACE	04-May-23	\$181.89 Supplies
25568	CRAWFORD DOOR SALES	04-May-23	\$651.50 Garage door repair / cable replacement
25569	EDS TROPHIES INC	04-May-23	\$45.25 PAR and Locker Tags
25570	GERLACH OUTDOOR POWER EQUI	04-May-23	\$490.81 Chainsaw and chains bar
25571	GRAINGER PARTS	04-May-23	\$443.35 Fire hose adapter/5th street sump pump
25572	HAWKINS	04-May-23	\$40.00 Chlorine cylinder
25574	DAN KELLER	04-May-23	\$17.80 Valve for Brush 1
25575	MACQUEEN EMERGENCY	04-May-23	\$670.49 Helmets
25576	MACQUEEN EMERGENCY	04-May-23	\$187,900.36 SCBA's
25577	MARCO TECHNOLOGY LLC	04-May-23	\$268.70 Copier contract
25578	MASTER MECHANICAL	04-May-23	\$1,317.00 City Hall spring HVAC preventative maintainance
25579	MENARDS - COTTAGE GROVE	04-May-23	\$364.90 April 1st Storm & 5th Street lift station dehumidifier
25580	MMKR	04-May-23	\$9,500.00 Audit through 3/31/23
25581	MN FIRE SERVICE CERT. BOARD	04-May-23	\$357.00 HaxMat Certification Test - Khoury/Hively
25582	NEWPORT POST OFFICE	04-May-23	\$290.00 First class presort
25583	RIVERLAND COMMUNITY COLLEGE	04-May-23	\$1,300.00 SCBA Training Trailer and Instructor
25584	SAFE-FAST, INC.	04-May-23	\$480.10 Uniform
25587	WASHINGTON CTY PUBLIC SAFETY	04-May-23	\$3,000.60 Quarter 1 radio bill
			\$272,441.65



MSA Engineer's Report

To: Mayor Laurie Elliott and Newport City Council Members
Joe Hatch, City Administrator

From: Jon Herdegen, P.E. – City Engineer

Date: May 1, 2023 for the May 4th City Council Meeting

Subject: Lateral Lining Improvements

On April 27th, Staff held a preconstruction meeting with Musson Brothers, Inc. (MBI) and their televising subcontractor (Equix) to review the upcoming project. We had a great discussion, and everyone is excited to get started. The sewer televising work is scheduled to begin this week (5/1) and will continue for the next 3-4 weeks. At the end of each week, the contractor will provide the City will inspection videos of each lateral line that City Staff can share with property owners to assess the condition of their existing service.

During the April 20th Council Work Session, the City Attorney confirmed the City's ability to allow property owners, who choose to install additional lateral lining at their owner expense, to assess the cost of the additional work along with the base project assessment. City Staff will prepare formal agreements for each property owner who chooses to perform additional lining work.

Action Requested: We respectfully request Council confirms their direction to allow property owners assess additional sanitary sewer lateral work.

In addition, Staff recommends Council consider the following:

- Staff will use lateral televising video to satisfy point-of-sale inspection requirements for a period of five (5) years following the project. Property owners will remain responsible for any corrective action in accordance with article 34-16.8 of the City code upon point-of-sale.
- Property owners who choose to install additional lateral lining up to the building, shall be granted a waiver from point-of-sale inspection and corrective action for a period of 15 years following installation.

During the final design of the project, Staff identified one (1) parcel included within the project scope that was not properly noticed for the Improvement Hearing held for the project last August. The omitted property is located at 381 7th Street. Staff intends to reach out to this property owner directly and provide project information. However, it is important that the City

MEMO

May 1, 2023

follows the Special Assessment process outlined in MS429 and hold another Improvement Hearing with mailed notice to the omitted property owner.

Action Requested: We respectfully request Council considers the enclosed draft resolution Calling for an Improvement Hearing.

Attachments

Resolution Ordering an Improvement Hearing

City of Newport, MN
Resolution No. 2023-23
A Resolution Calling For An Improvement Hearing

WHEREAS, pursuant to resolution 2022-25 adopted July 21, 2022 a report has been prepared by Jon D. Herdegen P.E., Newport City Engineer with reference to the Lateral Lining & Manhole Sealing project (City Project No. 2022-01), and

WHEREAS, it is proposed to improve the municipal sanitary sewer collection system by installing cast-in-place-pipe (CIPP) liners on the lateral services for each property connected to the collection system on the following street segments:

<u>Street</u>	<u>From</u>	<u>To</u>
2 nd Avenue	Unity Boulevard	21 st Street
3 rd Avenue	Unity Boulevard	21 st Street
21 st Street	1 st Avenue	7 th Avenue
1 st Avenue	21 st Street	17 th Street
17 th Street	1 st Avenue	Cedar Lane
Cedar Lane	17 th Street	2 nd Avenue
16 th Street	2 nd Avenue	Cedar Lane
15 th Street	2 nd Avenue	Cedar Lane
2 nd Avenue	Cedar Lane	South Terminus (4 th Street)*
Easement	Cedar Lane	10 th Street (Lying west of 2 nd Avenue)*
15 th Street	2 nd Avenue	Mississippi River
11 th Street	3 rd Avenue	2 nd Avenue
3 rd Avenue	11 th Street	Park Place*
10 th Street	2 nd Avenue	Mississippi River
9 th Street	4 th Avenue	2 nd Avenue
Park Place	3 rd Avenue	2 nd Avenue
5 th Street	2 nd Avenue	Mississippi River
9 th Avenue	12 th Street	Tibbetts Place
Tibbetts Place	Hastings Avenue	9 th Avenue

*Included unimproved right-of-way

and,

WHEREAS, the City of Newport intends to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate the individual assessments for affected parcels.

NOW, THEREFORE, BE IT RESOLVED,

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$2,076,565.

2. A public hearing shall be held on such proposed improvement on the 1st day of June, 2023, in the council chambers of the City Hall at 5:30 p.m. and the Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this 4th day of May, 2023 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Sumner	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator