Council Minutes

September 19, 2022

A duly warned meeting of the Newport City Council was held on Monday, September 19, 2022, in the council room in the Newport Municipal Building immediately following a Public Hearing on the Municipal Plan. Present were Mayor Paul Monette, Council President John Wilson, Council members Kevin Charboneau, and Chris Vachon, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Police Chief Travis Bingham, Zoning Admin. Frank Cheney III., Recreation Dir. Mike Brown, Planning Commission Chairman John Monette, Vice Chair Denis Chenette, Ira Morgan, Mike Welch, Karen Geraghty, Allison Low, members of the Press and Public. Council member Melissa Pettersson was absent.

Mayor Monette called the meeting to order at 7:05 PM following a Public Hearing on the Municipal Plan update.

Approval of Minutes

Mr. Vachon moved to approve the minutes of September 12, 2022. Seconded by Mr. Wilson, motion carried.

Comments by the Public

None

RCDI Grant Conclusion Report & NCIC Contract for Grant Services (attached)

Karen Geraghty gave a final overview report on the RCDI Grant. Noting that the grant had five goals. To complete an action plan, to initiate viable construction projects, to promote a four-season economy, build up the Downtown Development Corp, .and attract business to the city. The $250,000 RCDI grant was leveraged for $1.7 million in grants.

Mike Welch noted the NCIC grant ends on September 30th. The grant was for a contract for services to apply for grants and administer grants. The contract with NCIC is for $30,000 per year. The amended agreement will be from October 1st to June 30th. Ms. Dolgin recommended using Wal-Mart funds. Mr. Wilson moved to enter a contract with NCIC effective October 1, 2022, in an amount not to exceed $30,000 to be funded using Wal-Mart funds. Seconded by Mr. Charboneau, motion carried.

New Business

Mr. Johnson requested a valuation change to the 2022 Grand List (attached).

Mr. Vachon moved to approve the change to the 2022 Grand List. Seconded by Mr. Wilson, motion carried.

Mr. Vachon checked out the new campsites at Prouty Beach complemented the Recreation and Public Works Department.

Old Business

Ms. Dolgin noted a new Hazardous Mitigation survey is on the website and asked people to fill it out and the ribbon cutting ceremony for the new Parklet is on Saturday, September 24th.

Next Meeting Date

Monday, October 3, 2022, at 6:30 PM.

Adjournment

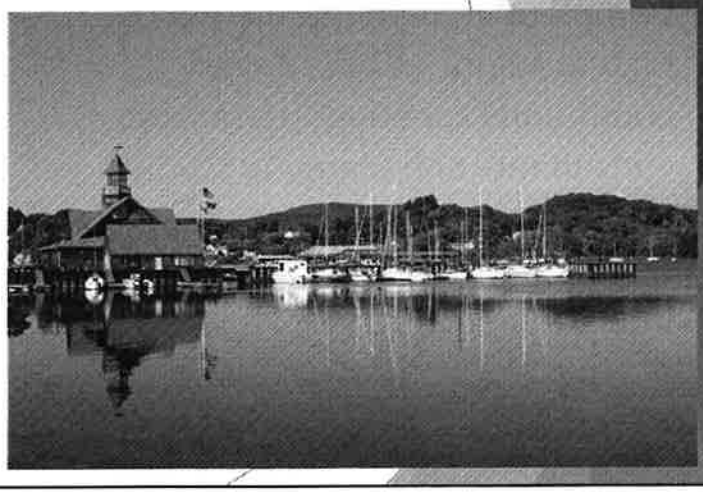
Mr. Charboneau moved to adjourn at 7:34 PM. Seconded by Mr. Vachon, motion carried.

Attested James Johnson this ~~17~~ 3rd day of October 2022

_____ Mayor

USDA - Rural Community Development Initiative - RCDI

"Creating a Vibrant Newport"



NCIC
Northern Community Investment Corporation

1

NCIC
Northern Community Investment Corporation

- Northern Community Investment Corporation applied for and received a 3-year USDA Rural Community Development Initiative grant on behalf of the City of Newport.
- The activities of the Grant focused on 5 main goals:

2

Goal 1.

NEWPORT
BYLAW MODERNIZATION

NEWPORT CITY PLANNING COMMISSION

- Complete Implementable Action Plan of Priorities based on community meetings, data from consultants and planning studies including prioritized steps that will lead to physical improvements in the community.

3

Goal 2.

- Encourage and lead a viable construction project for vacant Main Street properties.

4

Goal 3.

- Develop a four-season outdoor recreational economy.

5

Goal 4.

- Build the capacity of the Newport Downtown Development Organization.

6

Goal 5.

- Support and attract businesses and entrepreneurs.

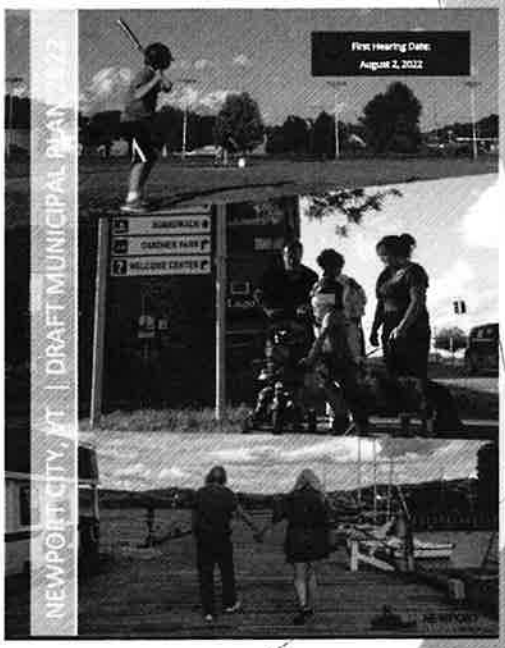
7

Leveraged Funding

- **The $250,000 RCDI grant was leveraged into acquiring $1,709,397 in additional funding to support these 5 goals**

8

Newport Municipal Plan



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Strategies for Downtown Development

white + burke
REAL ESTATE ADVISORS

10

- Prouty Connector Path

11

- GARDNER PARK RESTORATION
- PROJECT

12

- **Build Capacity for the Newport City Downtown Development Organization**

13

- **Destination Marketing**

Discover Newport VERMONT

14

- Infrastructure Projects
- Main and Field Avenues
- Causeway Intersection
- Street lamps

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TERMS AND CONDITIONS OF CONTRACT
GRANT MANAGEMENT SERVICES
BETWEEN
CITY OF NEWPORT, VT
AND
NORTHERN COMMUNITY INVESTMENT CORPORATION

This Contract made on this 19th day of September, 2022 is entered into by and between the City of Newport, VT (hereinafter called the City), and Northern Community Investment Corporation, (hereinafter called NCIC).

Witnesseth
Whereas, on Sept 19, 2022 NCIC was selected by the City to provide grant writing and project management expertise to the City, as detailed in ARTICLE I.

Whereas, the City desires to engage NCIC to render assistance in such activities;

Now, therefore, the City and NCIC do mutually agree as follows:

1) NCIC will provide the professional services as outlined in ARTICLE I.

2) The City shall pay NCIC for these professional services in an amount not to exceed $30,000 from October 1, 2022 through June 30, 2023. At such time, the City and NCIC shall discuss an extension of this agreement for a minimum one year period. As additional grant funds become available the City and NCIC may amend this contract amount upon mutual agreement.

ARTICLE I

RESPONSIBILITY OF NCIC
A) NCIC shall perform the following services for the City:

1. Grant Writing and research. Prepare and provide all the work and documentation needed to submit grant applications.
2. Project and Grant Coordination. Understand and document grant's eligible use and match requirements.

This shall include:

- Grant(s) Identification and Summary
- Match Coordination
- Narrative Preparation
- Establish master schedule with benchmarks for project (design, permits, ROW, bid, construction)
- Completion of Required Standard Forms
- Drafting Community and Partner Letters of Support
- Coordination of Required Applicant Signatures
- Assistance with RFP's Needed for Pre-Development Work (Environmental Reviews, Preliminary Engineering Reports, etc.)
- Application Submission, as requested by the City
- Aggregation of All Documents Associated with the Grant(s)

- Presenting Grant Opportunity at Public Hearing.
- Coordination/Meetings with Funders
- Meetings with City Representatives and/or Partners

When funding sources allow sole sourcing and/or when NCIC capacity allows, we propose to provide the following services to the City. NCIC Project Management Services will be discussed with the City Manager ahead of Grant Application Submission to ensure a clear plan is in place for implementation.

1. Grant Management and Invoice Processing.
    a. Establish a financial management system acceptable for the funding of each grant which includes the review of invoices for accuracy, completeness and reasonableness,
    b. Preparation of invoices with correct funding source and account code for submittal to Finance Director for payment,
    c. Prepare and submit financial reports and reimbursement requests to the funder,
    d. Prepare and submit narrative reports to the funder,
    e. Maintain adequate records of disbursement and receipt of grant funds in a manner acceptable to Finance Director,
    f. Prepare and submit closeout and final documentation for grant,
    g. Maintain full and accurate records of all documentation on an ongoing basis. By request, make hard-copy binders available for City audit,
    h. Assist the City with and attend any monitoring visits by funding agencies and prepare City response to any findings.
2. Project and Grant Coordination. Understand and document grant's eligible use and match requirements.

    a. Develop request for proposals/qualifications, place ad in the local newspaper, answer questions from respondents, review responses and make recommendation to City,
    b. Develop contract for professional services which comply with state and federal regulations for City signature. Ensure selected consultant provides a W-9 and proof of insurance,
    c. Monitor contracts for grant compliance and maximization of match including eligible use, ensure provisions of contract are met and monitor grant period including start and end dates including all environmental review reports as applicable,
    d. Provide quarterly progress report on status of each grant/project
    e. Maintain adequate communications with City Representatives throughout project lifecycle
    f. Highlight critical points/decisions necessary to keep project progressing and clearly communicate these needs to City Representatives,
    g. Coordinate all project activity and monitor project development.
3. Design Phase.
    a. Coordinate with engineer and City for any required approvals or permits including ROW or property,
    b. Obtain funder approvals as required,
    c. Be available to provide updates and answer questions at public informational meetings.
4. Construction Phase.
    a. Coordinate with engineer and/or City to ensure development of bid packages, bid opening, notice of award, notice to proceed, and construction contract are completed appropriately,
    b. Be available to provide updates and answer questions at public informational meetings as well as respond to citizen inquiries or complaints,
    c. Facilitate project meetings, as necessary, with owner, engineer, contractor, funder, partners, etc.
    d. At project completion, assist the City in verifying the project has achieved all of the activities and outcomes proposed in the original application.

ARTICLE II

RESPONSIBILITY OF THE CITY

The scope of services is reliant on the City's willingness to work to accomplish all tasks as outlined in the scope of services. The City shall assume responsibility for assisting NCIC insofar as possible for the purpose of efficiency, but nothing herein shall be construed as relieving NCIC of its responsibility to provide the services described. This includes;

- Responding to communications in a timely manner
- Providing needed documentation in a timely manner
- Providing signatures on required forms in a timely manner
- Applying for and/or securing any necessary permits, easements, or right of ways, and
- Other responsibilities, as applicable

ARTICLE III

SUBCONTRACTS

A) No subcontract may be awarded by NCIC, the purpose of which is to fulfill in whole or part, the services required by NCIC, without the prior written approval of the City.

TERMS OF CONTRACT

A) All services to be performed hereunder shall commence October 1, 2022 and shall continue through and include the last day of June, 2023 unless continued by agreement of the parties in written amendment prior to said termination.

B) This Contract may be extended or shortened by mutual consent of both parties.

ARTICLE IV

PAYMENT TERMS AND CONDITIONS

A) For the administrative and grant management services as outlined in ARTICLE I of this Contract, NCIC will receive a fee of $125 per hour through December 31, 2022 and $135 per hour effective January 1, 2023, not to exceed $30,000 in aggregate.

B) NCIC will submit quarterly invoices to the City identifying the amount being charged and a detailed description of the services that were performed upon which payment will be based.

ARTICLE V

This Contract is subject to the following provisions:

A) Amendments
This Contract may be amended provided such amendment is agreed to in writing by all signatories hereto.

B) Personnel
All the services required hereunder will be performed by NCIC or under its supervision as approved under Article III.

The relationship of the parties is that of independent contractors. Nothing in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. NCIC principals, officers, agents, employees, subcontractors and contractors are not employees or agents of the City within the meaning or application of any federal, state or local law, rule or regulation, including without limitation, laws, rules and regulations regarding or related to unemployment, benefits, workers' compensation, labor, personal injury, or taxes of any kind. NCIC shall assume sole and exclusive responsibility for the payment of wages and all applicable taxes and insurance.

C) Termination of Agreement for Cause

1) If through any cause, one party shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if one party shall substantially violate one of the covenants, agreements or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract.

2) The City shall give NCIC ten (10) days written notice of its intention to terminate this Contract for cause. The specific cause(s) for termination must be stated in the notice of termination.

3) Within the 10-day period, NCIC shall furnish the City with written documentation, satisfactory to the City, that the conditions of the Contract are being fulfilled and that all the objections raised by the City under this section have been rectified.

4) If NCIC fails to furnish satisfactory documentation of fulfillment of the conditions as set forth in the preceding paragraphs, the City shall send a Letter of Termination, notifying NCIC that it shall incur no new obligations after receipt of the Letter of Termination.

5) Ten (10) days after receipt of the Letter of Termination, NCIC shall submit an accounting acceptable to the City of all outstanding obligations.

6) In the event of termination, NCIC shall be compensated by payment of an amount equal to the effort of NCIC as of the date of termination.

D) Interest of Parties
No officer, member, or employee of the City or NCIC, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

E) Compliance with Local Laws
NCIC shall comply with all applicable laws, ordinances and codes of the State and local government.

F) Assignability
NCIC shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the City, provided, however, that claims for money due or to become due NCIC from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

G) Governing Law
Unless otherwise specified, this Contract shall be covered by the laws of the State of Vermont.

H) Extent of the Contract
This Contract represents the entire and integrated Contract between the City and NCIC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both NCIC and the City.

I) Hold Harmless:
The City shall fully defend, indemnify, and hold harmless NCIC from any and all claims, lawsuits, demands, causes of action, loss, damage and/or injury, of any kind whatsoever (including without any limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, to hold harmless and indemnify NCIC for claims arising out of the operations of the City. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to NCIC for all legal fees, expenses, and costs incurred by it.

Laura Dolgin
City Manager
Newport, VT

Katelyn Robinson
Director of Economic Development
Northern Community Investment Corporation

Assessors request for Valuation change on 2022 Grand List

To The City Counsel, Newport Vt.

Parcel #113208 Janet Cartee

Errors and Omissions Request

Due to an error on the part of the Office of Veterans Affairs in recognizing Janet Cartee as survivor to Richard Cartee, the $40,000 Veterans exemption was removed from the City's 2022 Grand List for Parcel #113208 in May of 2022. The Office of Veteran's Affairs notified me of the error on 9/19/2022. As Assessor, I am requesting the Newport City Council vote to allow the exemption to be reinstated and a $40,000 reduction to the 2022 Grand List be voted on to reflect the reinstatement of this exemption to Mrs. Cartee.

Sincerely

Rob Naramore

Newport City Assessor

Chris Vieira moved
Jean Wilson seconded

approved
9/19/2022