



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
FEBRUARY 2, 2012 – 5:30 P.M.**

MAYOR:	Tim Geraghty	City Administrator:	Brian Anderson
COUNCIL:	Tom Ingemann	Supt. of Public Works:	Bruce Hanson
	Bill Sumner	Chief of Police:	Curt Montgomery
	Tracy Rahm	Fire Chief:	Mark Mailand
	Steven Gallagher	Executive Analyst:	Renee Helm

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes of the January 5, 2012 Regular City Council Meeting
 - B. Minutes of the January 9, 2012 Special City Council Meeting
 - C. List of Bills in the Amount of \$281,957.10
 - D. Gambling Permit for Knights of Columbus
 - E. Kennel Permit for Debra Boughton
 - F. Liability Coverage Waiver Form
6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE
7. MAYOR’S REPORT
8. COUNCIL REPORTS
9. ADMINISTRATOR’S REPORT
 - A. **Public Hearing** – To Consider Amending the City Code of Ordinance Chapter 11, Housing and Buildings, by adding Section 1170, International Property Maintenance Code – Adoption by Reference
 - a. Memo from Renee Helm
 - b. Notice of Public Hearing

Agenda for 02-02-2012

- c. Ordinance No. 2012-2
- B. **Resolution No. 2012-1** – Approving the Bailey School Forest Learning Facility Work Plan and Payment of Approximately \$12,000 for the Learning Facility
- C. Contract Agreements with International Union of Operating Engineers and Law Enforcement Labor Services
- D. Agreement between the City of Newport and Payment Service Network for Online Credit Card Payments
- E. iPad Policy

10. ATTORNEY'S REPORT

11. POLICE CHIEF'S REPORT

12. FIRE CHIEF'S REPORT

13. ENGINEER'S REPORT

- A. **Ordinance No. 2012-3** – Amending the City Code of Ordinances Chapter 10, Water and Sewer Systems, of the City of Newport Code of Ordinances
- B. **Resolution No. 2012-2** – Accepting bids and awarding the contract of the North Ravine Project
- C. **Resolution No. 2012-3** – Amending the Contract with Insituform to Include a Change Order to Increase the Contract Amount

14. SUPERINTENDENT OF PUBLIC WORKS REPORT

15. NEW / OLD BUSINESS

16. ADJOURNMENT

Upcoming Meetings and Events:

- | | | |
|---|-------------------|-----------|
| 1. Planning Commission Meeting | February 9, 2012 | 7:00 p.m. |
| 2. City Council Meeting | February 16, 2012 | 5:30 p.m. |
| 3. Presidents Day – City Offices are Closed | February 20, 2012 | |



**City of Newport
City Council Minutes
January 5, 2012**

1. CALL TO ORDER

Mayor Tim Geraghty called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL -

Council Present – Tim Geraghty, Bill Sumner, Tracy Rahm, Steven Gallagher

Council Absent –Tom Ingemann,

Staff Present – Brian Anderson, City Administrator; Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief; Renee Helm, Executive Analyst; Fritz Knaak, City Attorney; John Stewart, City Engineer

Staff Absent – None

4. ADOPT AGENDA

Motion by Sumner, seconded by Rahm, to adopt the Agenda as amended. With 3 Ayes, 0 Nays, 2 Absent, the motion carried.

Councilman Gallagher arrived at 5:32 p.m.

5. ADOPT CONSENT AGENDA

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

- A. Minutes of the December 15, 2011 Regular City Council Meeting
- B. List of Bills in the Amount of \$70,907.22
- C. Pay Equity Report
- D. Ordinance No. 2012-1 – Amending the City Code of Ordinances, Chapter 7, General Regulations and Offenses

With 3 Ayes, 0 Nays, 2 Absent, the motion carried.

6. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

7. MAYOR'S REPORT

Mayor Geraghty – I attended a Library Board meeting on December 26. It was a bit sad but I think the transition will work well for the Library and Mike is off to a good start.

8. COUNCIL REPORTS

Councilman Rahm – Nothing to report

Councilman Ingemann – Absent

Councilman Gallagher – Nothing to report

Councilman Sumner – I've been working with Tom and staff in regards to negotiations and we'll be bringing more information as they make progress.

9. ADMINISTRATOR'S REPORT

A. 2012 Strategic Plan Goals and Objectives

Admin. Anderson presented on the 2012 Strategic Plan Goals and Objectives as outlined in the January 5, 2012 City Council packet.

Mayor Geraghty – In regards to the 2012 Plan, would you like to discuss it tonight or have a separate workshop?

Admin. Anderson – Yea, we could discuss it tonight and then bring it back for a workshop.

Councilman Gallagher – Could we take a week to think about it and bring it back?

Admin. Anderson – Yes

Mayor Geraghty – I have a couple things. I would like the City to continue working on the website and providing information to the public on our financial situation. We've committed to doing that and I would like that noted in here. Also, providing more online services such as paying bills online. I'd also like to add that the City will market the Veterans' Memorial throughout 2012.

Councilman Gallagher – I would like to add something regarding citizen outreach. Maybe we can try to connect with our citizens more through Facebook, Twitter, or an electronic monthly newsletter. Do we have any analytics about how many hits we get on our website?

Admin. Anderson – I think we can request to have that put on the website. It's usually HR, Parks and Rec and then Building Inspections that are the most popular. What was our last Facebook count?

Executive Analyst Helm – There's about 100 followers.

Councilman Rahm – I like having a strategic plan and I like that we've been able to knock a couple of these items out. I would like to see what our main themes are that we want to accomplish and how we show alignment to those themes. I'd also like to add a resident satisfaction survey.

Admin. Anderson – Yes, we can roll that out but I wanted to wait until we had accomplished a couple tasks since we had so much going on. There are a couple things that we'll want to decide such as who we want to contact. We can have the survey be electronic or spend a little more money for a phone bank.

Councilman Rahm – As our population ages and becomes technological savvy, electronic feedback is what young people are looking for.

Councilman Sumner – I think we have a fairly mature population and I think paper contact will reach the most people.

Councilman Rahm – A lot of people have email these days so we could save on postage cost.

10. ATTORNEY'S REPORT

Attorney Knaak – You have before you the monthly prosecution report. The total cases were 27, which is higher than our norm, which is 15-20. I have nothing new to report on two particular cases.

11. POLICE CHIEF'S REPORT –

Chief Montgomery – On Saturday, December 31, there was a robbery at the Newport Subway shop. Newport Police is still investigating the robbery and it's still considered an active case. I'd just like to ask that if anyone was by Subway around 1:00 p.m. on December 31 and they think they saw something to please give us a call. Secondly, I am a member of the local law enforcement officers association. I have been elected president of the association and am therefore the regional representative for the state. I'll be going to quarterly meetings on behalf of the association. Lastly, you have the December activity report and I'll take any questions.

12. FIRE CHIEF'S REPORT – No Report

13. ENGINEER'S REPORT – I provided you with a list for the North Ravine project, we have 27 potential bidders and I'm hoping to get 12. We'll be opening the bids on Tuesday at 10:00. In regards to the 4th Avenue Ravine, we had an agreement with MNDot for \$80,000 for land acquisition costs. We spent around \$42,000 and we were successful in getting MNDot to transfer the remaining balance of \$38,000 to the North Ravine project. The contractor that we hired for the I/I project would like to get started with the nice weather so we're going to meet with them to discuss it.

14. SUPERINTENDENT OF PUBLIC WORKS REPORT – The ice rinks are still closed due to the weather. We'll continue to work on them as the weather permits. There are signs on the building. With the technology of our new water meter system I was able to do a profile for an upset resident. I was able to show her that she used a lot of water in September. We can get down to the hour with the profile system.

15. NEW/OLD BUSINESS

Mayor Geraghty – I want to announce that we're having a meeting on January 9 at the Newport Library to discuss the library and interviewing candidates for 2012 vacancies.

16. ADJOURNMENT

Motion by Geraghty, seconded by Sumner, to adjourn the regular Council Meeting at 6:06 P.M. With 4 Ayes, 0 Nays, 1 Absent, the motion carried.

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm
Executive Analyst



**City of Newport
City Council Minutes
January 9, 2012**

1. CALL TO ORDER

Mayor Tim Geraghty called the meeting to order at 6:24 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL -

Council Present – Tim Geraghty, Tom Ingemann, Bill Sumner, Tracy Rahm, Steven Gallagher

Council Absent –

Staff Present – Brian Anderson, City Administrator;

Staff Absent – Bruce Hanson, Supt. of Public Works; Curt Montgomery, Police Chief; Mark Mailand, Fire Chief; Renee Helm, Executive Analyst; Fritz Knaak, City Attorney; John Stewart, City Engineer

4. ADOPT AGENDA

Motion by Gallagher, seconded by Sumner, to adopt the Agenda. With 5 Ayes, 0 Nays, the motion carried.

5. VISITORS PRESENTATIONS/PETITIONS/CORRESPONDENCE

6. ADMINISTRATOR'S REPORT

A. Approve Annual Appointments for 2012

Admin. Anderson presented on the 2012 Annual Appointments as outlined in the January 9, 2012 City Council packet. The City Council interviewed four candidates for the open vacancies. Three of the candidates interviewed were for Planning Commission and one candidate interviewed for the Park Board.

The City Council voted by ballot on the three open seats for the Planning Commission. Admin. Anderson tallied the votes as follows: Susan Lindoo - 4; Matt Prestegaard - 4; Dan Lund - 5; and Kathy Aguilar-Downing - 2.

Councilman Gallagher – Can we ask Kathy if she would like join the HPC?

Mayor Geraghty – Yes, we can certainly extend the offer.

Councilman Ingemann – Can we make that HPC appointment tentative on her accepting the offer?

Motion by Geraghty, seconded by Rahm, to approve the Annual Appointments as amended, which includes the following appointments:

1. Planning Commission
 - a. Susan Lindoo
 - b. Matt Prestegaard
 - c. Dan Lund

2. Park Board
 - a. Laura Duffey
3. Library Board
 - a. Tracy Rahm as the Council Liaison
4. Heritage Preservation Commission
 - a. Kathy Aguilar-Downing (tentative upon her accepting the offer)
 - b. Tim Geraghty as the Council Liaison
5. Deleting the Aesthetic Design Committee
6. Social Media Outlets
 - a. Facebook
 - b. Twitter
 - c. You Tube

With 5 Ayes, 0 Nays, the motion carried.

7. NEW/OLD BUSINESS

8. ADJOURNMENT

**Motion by Ingemann, seconded by Rahm, to adjourn the regular Council Meeting at 6:39 P.M.
With 4 Ayes, 0 Nays, 1 Absent, the motion carried.**

Signed: _____
Tim Geraghty, Mayor

Respectfully Submitted,

Renee Helm
Executive Analyst

NEWPORT, MN

12/29/11

***Check Summary Register©**

December 2011

Name	Check Date	Check Amt	
10100 Central Bank			
Paid Chk# 013071	ATOMIC-COLO, LLC	12/29/2011	\$26.78 email set-up
Paid Chk# 013072	BAUER BUILT, INC	12/29/2011	\$294.00 street mower supplies
Paid Chk# 013073	BDM Consulting Engineers	12/29/2011	\$1,453.50 engineering
Paid Chk# 013074	BOYER TRUCKS	12/29/2011	\$122.91 0124 sterling
Paid Chk# 013075	CDW GOVERNMENT	12/29/2011	\$548.41 i-pad
Paid Chk# 013076	EDS TROPHIES INC	12/29/2011	\$344.94 fire fighter plaques
Paid Chk# 013077	GERLACH OUTDOOR POWER E	12/29/2011	\$595.95 park op supplies
Paid Chk# 013078	HIGHLAND SANITATION	12/29/2011	\$151.87 trash removal
Paid Chk# 013079	ING LIFE INSURANCE & ANNUIT	12/29/2011	\$1,024.62 403-b
Paid Chk# 013080	INTERNATIONAL UNION OF OP.	12/29/2011	\$160.00 union dues
Paid Chk# 013081	JASON JOA	12/29/2011	\$50.41 clothing allowance
Paid Chk# 013082	MENARDS - COTTAGE GROVE	12/29/2011	\$147.83 ch-lib supplies
Paid Chk# 013083	NCPERS MINNESOTA	12/29/2011	\$112.00
Paid Chk# 013084	NORTH AMERICAN SALT CO.	12/29/2011	\$3,755.73 road salt
Paid Chk# 013085	PATHFINDER CRM, LLC	12/29/2011	\$7,200.00 consultant fee
Paid Chk# 013086	PERA	12/29/2011	\$8,122.16
Paid Chk# 013087	POWER PLAN	12/29/2011	\$605.65 str veh supplies
Paid Chk# 013088	SELECTACCOUNT	12/29/2011	\$25.62 participant fee
Paid Chk# 013089	SO ST PAUL PARK STEEL SUPP	12/29/2011	\$225.99 sewer op supplies
Paid Chk# 013090	STANDARD INSURANCE CO.	12/29/2011	\$461.51 ltd
Paid Chk# 013091	TBS OFFICE AUTOMATIONS	12/29/2011	\$157.10 copier base rate change
Paid Chk# 013092	TKDA	12/29/2011	\$2,027.79 planning
Paid Chk# 013093	VERIZON	12/29/2011	\$354.02 cell phone
Paid Chk# 013094	WASHINGTON CTY HRA	12/29/2011	\$11,750.00 analysis fee grant
Paid Chk# 013095	XCEL ENERGY	12/29/2011	\$7.41 electricity
Total Checks			\$39,726.20

FILTER: None

NEWPORT, MN

01/12/12

*Check Summary Register©

January 2012

Name	Check Date	Check Amt	
10100 Central Bank			
Paid Chk# 000003E MN REVENUE	1/11/2012	\$685.00	water sales tax
Paid Chk# 013096 ATOMIC-COLO, LLC	1/5/2012	\$599.26	it support
Paid Chk# 013097 BRIAN ANDERSON	1/5/2012	\$155.37	library supplies
Paid Chk# 013098 CENTURY LINK	1/5/2012	\$332.12	phone
Paid Chk# 013099 CITY OF WOODBURY	1/5/2012	\$1,631.99	ser contribution
Paid Chk# 013100 DEAN SWEARINGEN	1/5/2012	\$31.96	clothing allowance
Paid Chk# 013101 DVS RENEWAL	1/5/2012	\$192.00	tab renewals
Paid Chk# 013102 FERRELLGAS	1/5/2012	\$169.52	warminghouse heat
Paid Chk# 013103 GOPHER BEARING	1/5/2012	\$141.94	sewer op supplies
Paid Chk# 013104 GOPHER STATE ONE-CALL	1/5/2012	\$15.95	tickets
Paid Chk# 013105 HYDRO-VAC INC	1/5/2012	\$172.00	11th st sewer line
Paid Chk# 013106 JOHN NESKA	1/5/2012	\$154.00	safety glasses
Paid Chk# 013107 KISS-S	1/5/2012	\$160.51	police car repair
Paid Chk# 013108 LIBERTY NAPA OF NEWPORT	1/5/2012	\$502.29	vehicle supplies
Paid Chk# 013109 MCMA	1/5/2012	\$350.00	renee/brian seminar
Paid Chk# 013110 MENARDS - COTTAGE GROVE	1/5/2012	\$147.83	city hall remodel
Paid Chk# 013111 MICHAEL FRAZER	1/5/2012	\$310.48	clothing allowance
Paid Chk# 013112 MOTOR PARTS SERVICE	1/5/2012	\$9.84	str vehicle maint
Paid Chk# 013113 SELECTACCOUNT	1/5/2012	\$25,600.00	has accounts
Paid Chk# 013114 SOUTH SUBURBAN RENTAL, IN	1/5/2012	\$59.32	fuel - streets
Paid Chk# 013115 SWWC SERVICES COOPERATI	1/5/2012	\$29,052.00	health insurance
Paid Chk# 013116 W S & D PERMIT SERVICE	1/5/2012	\$175.36	permit refund
Paid Chk# 013143 ARAMARK REFRESHMENT SER	1/12/2012	\$397.17	coffee, lib coffee
Paid Chk# 013144 ATOMIC-COLO, LLC	1/12/2012	\$26.78	email acct library
Paid Chk# 013145 BAUER BUILT, INC	1/12/2012	\$1,288.88	street vehicle supplies
Paid Chk# 013146 BUSINESS FORMSA ND ACCOU	1/12/2012	\$259.99	checks
Paid Chk# 013147 CAPITAL CITY FIREFIGHTER AS	1/12/2012	\$50.00	annual dues
Paid Chk# 013148 CENTURY LINK	1/12/2012	\$104.86	parks phones
Paid Chk# 013149 CINTAS -754	1/12/2012	\$345.53	uniforms, rugs
Paid Chk# 013150 COMCAST	1/12/2012	\$509.28	internet,voice,cable
Paid Chk# 013151 DEPT OF EMPLOYMENT & ECON	1/12/2012	\$5,819.46	unemployment benefits
Paid Chk# 013152 ENVENTIS TELECOM	1/12/2012	\$4.11	long distance
Paid Chk# 013153 FAIR OFFICE WORLD	1/12/2012	\$283.05	office supplies
Paid Chk# 013154 FLEET ONE LLC	1/12/2012	\$2,321.83	gas
Paid Chk# 013155 GRAINGER PARTS	1/12/2012	\$87.07	rink lights
Paid Chk# 013156 HAWKINS	1/12/2012	\$15.00	chlorine
Paid Chk# 013157 ING LIFE INSURANCE & ANNUIT	1/12/2012	\$1,024.62	employee contribution
Paid Chk# 013158 JEFF LUEDKE	1/12/2012	\$149.95	uniform -2011
Paid Chk# 013159 Knaak & Assoc. PA	1/12/2012	\$5,200.00	legal fees
Paid Chk# 013160 LEAGUE OF MINNESOTA CITIES	1/12/2012	\$9,866.00	workers comp
Paid Chk# 013161 MENARDS - COTTAGE GROVE	1/12/2012	\$96.48	rink repairs
Paid Chk# 013162 Metropolitan Council	1/12/2012	\$15,613.70	wastewater treatment
Paid Chk# 013163 MN STATE FIRE DEPT. ASSOC.	1/12/2012	\$203.00	annual dues
Paid Chk# 013164 MNCPA	1/12/2012	\$45.00	membership
Paid Chk# 013165 OXYGEN SERVICE CO.	1/12/2012	\$35.84	welding supplies
Paid Chk# 013166 PITTNEY BOWES POSTAGE BY	1/12/2012	\$319.99	postage

NEWPORT, MN

01/12/12

*Check Summary Register©

January 2012

	Name	Check Date	Check Amt	
Paid Chk# 013167	REEDS SALES & SERVICE	1/12/2012	\$384.99	steel cutting supplies
Paid Chk# 013168	RIVER COUNTRY COOPERATIV	1/12/2012	\$770.03	antifreeze, lube, oil
Paid Chk# 013169	RIVERTOWN NEWSPAPER GRO	1/12/2012	\$909.41	advertising
Paid Chk# 013170	RUMPCA COMPANIES INC.	1/12/2012	\$3,570.00	chip grinding
Paid Chk# 013171	SELECTACCOUNT	1/12/2012	\$496.00	employee contribution
Paid Chk# 013172	ST. PAUL PARK REFINING CO. L	1/12/2012	\$2,851.04	police fuel
Paid Chk# 013173	UNIFORMS UNLIMITED, INC.	1/12/2012	\$1,450.37	uniforms, taser
Paid Chk# 013174	VERIZON	1/12/2012	\$78.27	cell phone -police
Paid Chk# 013175	WASHINGTON CTY PROPERTY	1/12/2012	\$4.00	copies
Paid Chk# 013176	WASHINGTON CTY SHERIFF	1/12/2012	\$270.00	code red fee
Paid Chk# 013177	WESTSIDE EQUIPMENT	1/12/2012	\$237.00	hoister inspection
Paid Chk# 013178	XCEL ENERGY	1/12/2012	\$1,617.53	electricity
Paid Chk# 013179	MN PUBLIC FACILITIES AUTHOR	1/12/2012	\$3,342.95	go bond interest pmt
Paid Chk# 013180	US Bank	1/12/2012	\$85,806.25	2002a bond pmt
Paid Chk# 013181	WASHINGTON CTY FIRE CHIEF	1/12/2012	\$50.00	annual dues
	Total Checks		\$206,554.17	

FILTER: None

NEWPORT, MN

01/19/12

***Check Summary Register©**

January 2012

Name	Check Date	Check Amt	
10100 Central Bank			
Paid Chk# 013182	BANYON DATA SYSTEMS, INC.	1/19/2012	\$2,630.71 computer support
Paid Chk# 013183	BENEFIT EXTRAS	1/19/2012	\$175.00 cobra processing
Paid Chk# 013184	BUFFALOHEAD WEB DESIGN	1/19/2012	\$415.70 website maintenance
Paid Chk# 013185	Cardmember Services	1/19/2012	\$3,524.73 visa
Paid Chk# 013186	CENTURY LINK	1/19/2012	\$10.97 library phone
Paid Chk# 013187	CONTINENTAL SAFETY EQUIPM	1/19/2012	\$263.36 sewer contractual
Paid Chk# 013188	DORSEY & WHITNEY LLP	1/19/2012	\$5,500.00 go bond agent fees
Paid Chk# 013189	GRAINGER PARTS	1/19/2012	\$267.90 park rink lighting
Paid Chk# 013190	INTERNATIONAL UNION OF OP.	1/19/2012	\$160.00 union dues
Paid Chk# 013191	JOHN BARTL HARDWARE	1/19/2012	\$286.33 op supplies
Paid Chk# 013192	METRO CITIES	1/19/2012	\$1,583.00 dues
Paid Chk# 013193	METROPOLITAN AREA MGMT A	1/19/2012	\$50.00 brian, renee meeting
Paid Chk# 013194	MINNESOTA BENEFIT ASSOC.	1/19/2012	\$61.43 neska
Paid Chk# 013195	SELECTACCOUNT	1/19/2012	\$8,350.00 hsa grant distr.
Paid Chk# 013196	STAR TRIBUNE	1/19/2012	\$29.51 newspaper
Paid Chk# 013197	THE LOCK SHOP	1/19/2012	\$307.38 library keys
Paid Chk# 013198	TKDA	1/19/2012	\$1,477.89 planning
Paid Chk# 013199	USABUEBOOK	1/19/2012	\$139.86 water meter
Paid Chk# 013200	XCEL ENERGY	1/19/2012	\$10,442.96 electricity
	Total Checks		\$35,676.73

FILTER: None

LG220 Application for Exempt Permit

For Board Use Only

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

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

Fee is \$50 for each event

Check# _____
\$ _____

ORGANIZATION INFORMATION

Organization name Knights of Columbus Fr. Jeremiah O'Callaghan Counvil #3659	Previous gambling permit number 19075
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Type of nonprofit organization. Check (✓) one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address P.O.Box 465	City South St. Paul	State/Zip Code 55075	County Dakota
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Name of chief executive officer (CEO) Michael Biallas	Daytime phone number (651) 450-7645
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ATTACH A COPY OF ONE OF THE FOLLOWING FOR PROOF OF NONPROFIT STATUS

★ Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

___ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

___ **Internal Revenue Service - IRS income tax exemption [501(c)] letter in your organization's name.**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, send your federal ID number and the date your organization initially applied for tax exempt status to:
 IRS, P.O. Box 2508, Room 4010, Cincinnati, OH 45201

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

Internal Revenue Service - proof previously submitted to Gambling Control Board
 If you previously submitted proof of nonprofit status from the Internal Revenue Service, no attachment is required.

GAMBLING PREMISES INFORMATION

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

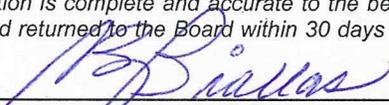
Address (do not use PO box) 396 - 21ST St.	City Newport, Mn.	Zip Code 55055	County Washington
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Date(s) of activity (for raffles, indicate the date of the drawing)
 Sunday, April 29, 2012.

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

*Bingo Raffles *Paddlewheels *Pull-Tabs *Tipboards

* **Gambling equipment** for pull-tabs, tipboards, paddlewheels, and bingo (bingo paper, hard cards, and bingo number selection device) must be obtained from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT	
<p>If the gambling premises is within city limits, the city must sign this application.</p> <p>Check (✓) the action that the city is taking on this application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print city name _____</p> <p><i>On behalf of the city, I acknowledge this application.</i> Signature of city personnel receiving application _____</p> <p>Title _____ Date ____/____/____</p>	<p>If the gambling premises is located in a township, both the county and township must sign this application.</p> <p>Check (✓) the action that the county is taking on this application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print county name _____ <i>On behalf of the county, I acknowledge this application.</i> Signature of county personnel receiving application _____</p> <p>Title _____ Date ____/____/____</p> <p>TOWNSHIP: <i>On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.213, subd. 2]]</i></p> <p>Print township name _____</p> <p>Signature of township official acknowledging application _____</p> <p>Title _____ Date ____/____/____</p>
CHIEF EXECUTIVE OFFICER'S SIGNATURE	
<p><i>The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.</i></p> <p>Chief executive officer's signature  Date <u>1 / 4 / 12</u></p>	
<p>Complete an application for each gambling activity:</p> <ul style="list-style-type: none"> • one day of gambling activity • two or more consecutive days of gambling activity • each day a raffle drawing is held <p>Send application with:</p> <ul style="list-style-type: none"> • a copy of your proof of nonprofit status, and • \$50 application fee for each event. <p>Make check payable to "State of Minnesota."</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p>Financial report and recordkeeping required</p> <p>A financial report form and instructions will be sent with your permit. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-639-4076.</p>

Data privacy. This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you a permit. If you supply the information requested,

the Board will be able to process your application. Your name and your organization's name and address will be public information when received by the Board. All the other information you provide will be private data until the Board issues your permit. When the Board issues your permit, all of the information provided to the Board will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your name and your organization's name and address which will remain public. Private data are available to: Board members,

Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Finance, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your consent.

CITY OF NEWPORT
APPLICATION FOR
20 12
ANNUAL KENNEL LICENSE

Name: Debra Boughton
Address: 1006 Catherine Drive
Phone: 651-458-3836
Total Lot Size (Sq. Ft.): 150 x 324
Size of Kennel (Sq. Ft.): 20 x 30
Type of Animal to be Keneled: ~~cats~~ dogs
Breed (s): Labs
Maximum Adult Animals to be Keneled: 4
Applicants Signature: Edward Boughton
Fee: \$50.00
Receipt# 666 Cash _____ Check# 11386
Date: January 24, 2012
Approved by the Newport City Council on the _____ day of _____, 20____.
This License is valid until December 31, 2012.

City Administrator

Mayor

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

LIABILITY COVERAGE – WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000, regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

City of Newport _____ accepts liability coverage limits of \$ 500,000/1,500,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature/Date _____
Brian Anderson

Position _____
City Administrator

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044



MEMO

TO: Mayor and City Council
Brian Anderson, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: January 24, 2012

SUBJECT: International Property Maintenance Code

BACKGROUND

The City administers an average of 100 rental licenses for 350 rental units each year. It has recently come to the City's attention that some of these properties have ongoing property maintenance issues that are not being addressed. Therefore, the City would like to adopt Ordinance No. 2012-2 amending Chapter 11 of the City Code by adding Section 1170, International Property Maintenance Code – Adoption by Reference. This would allow the City's Fire Marshall and Building Official to enforce blight properties and questionable living conditions in a timely manner.

DISCUSSION

Please find attached Ordinance No. 2012-2 amending Chapter 11 of the City Code by adding Section 1170, International Property Maintenance Code – Adoption by Reference. The International Property Maintenance Code (IPMC) is attached for your review and adoption. The IPMC is a model code that regulates the minimum maintenance requirements for properties such as basic equipment, lighting, ventilation, heating, sanitation, and fire safety. By adopting the IPMC, the City will be able to use it as a reference for properties located within the City.

RECOMMENDATION

It is recommended to approve Ordinance No. 2012-2 amending Chapter 11 of the City Code by adding Section 1170, International Property Maintenance Code – Adoption by Reference.

**South Washington County Bulletin/Woodbury Bulletin
AFFIDAVIT OF PUBLICATION**

STATE OF MINNESOTA)
)SS.
 COUNTY OF WASHINGTON)

Julie M. Klecker being duly sworn, on oath says that he/she is an authorized agent and employee of the publisher of the newspaper, known as *The South Washington County Bulletin and/or The Woodbury Bulletin*, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statutes 331A.02, 331A.07 and other applicable laws, as amended.

(B) The printed **CITY OF NEWPORT -- PUBLIC HEARING/CHAPTER 11 ADDITION**

which is attached was cut from the columns of said newspaper, and was printed and published once each week for **1** successive weeks; it was first published on Wednesday, the **18th** day of **January**, 2012 and was thereafter printed and published on every Wednesday, to and including Wednesday, the **18th** day of **January**, 2012.

SOUTH WASHINGTON COUNTY BULLETIN
 AND/OR WOODBURY BULLETIN

BY: *Julie M. Klecker*
 TITLE: **Legal Notice Clerk**

Subscribed and sworn to before me on this **18th** DAY OF **January** 2012

Karen M. Georgakas
 Notary Public



	Client #	32700
FEES:	Order #	286240
File #		
Publication Fee		\$ 71.19

**CITY OF NEWPORT
 PLANNING COMMISSION**

NOTICE OF PUBLIC HEARING TO CONSIDER AN ADDITION TO CHAPTER 11, HOUSING AND BUILDINGS, OF THE CITY OF NEWPORT CODE OF ORDINANCES

Notice is hereby given that the Newport Planning Commission will hold a Public Hearing on Thursday, February 2, 2012, at 5:30 P.M., in the City Hall Council Chambers at Newport City Hall, 596 7th Ave., Newport, MN, to consider an addition to Chapter 11, Housing and Buildings, of the City of Newport Code of Ordinances. The amendment adopts the 2012 edition of the International Property Maintenance Code as a reference guide. Information on this Amendment can be reviewed at Newport City Hall. The purpose of this hearing is to provide citizens the opportunity to comment on the Amendment either at, or in writing prior to, the Public Hearing.

Dated this 12th day of January 2012.

Brian Anderson
 City Administrator

(Published in the Washington County Bulletin January 18, 2012)

**CITY OF NEWPORT
ORDINANCE NO. 2011-2**

**AN ORDINANCE FOR THE CITY OF NEWPORT, MINNESOTA, ADDING SECTION 1170,
INTERNATIONAL PROPERTY MAINTENANCE CODE – ADOPTION BY REFERENCE TO
THE CITY OF NEWPORT CODE OF ORDINANCES**

Section 1170 International Property Maintenance Code – Adoption by Reference

The City of Newport, Minnesota, by its City Council acting at its regularly scheduled meeting on February 17, 2011, hereby ORDAINS:

1170.01 International Property Maintenance Code – Adoption by Reference. The International Property Maintenance Code, 2012 edition, published by the International Code Council is, except as modified or amended herein, adopted by reference and is made a part of this Code as if fully set out at length. If any provision of the International Property Maintenance Code is inconsistent with a specific provision of this City Code, the specific provisions of the City Code shall control. One copy of the International Property Maintenance Code, together with a copy of this ordinance, must be kept on file in the office of the Zoning Administrator and available for public inspection. The Zoning Administrator must keep a reasonable number of additional copies of the International Property Maintenance Code and this ordinance available for use and inspection by the public at reasonable times.

1170.02 The following sections are hereby modified:

- Section 101.1 Replace [NAME OF JURISDICTION] with City of Newport
- Section 103.5 Replace [APPROPRIATE SCHEDULE] with the Annual Fee Schedule
- Section 302.4 Replace: [HEIGHT IN INCHES] with eight (8) inches
- Section 602.3 Replace: [DATES] with October 15 to April 15
- Section 602.4 Replace: [DATES] with October 15 to April 15

Effective Date: Now Be It Resolved that this Ordinance amendment shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Adopted by the City Council of the City of Newport, Minnesota on the 2nd day of February 2012.

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Gallagher	_____
	Rahm	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Brian Anderson, City Administrator

CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1 — SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as other-

wise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identi-

fied by number, shall be construed to refer to such chapter, section or provision of this code.

[A] **102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] **103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] **103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] **103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] **103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] **104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] **104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by

approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] **104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] **104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] **104.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

[A] **105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] **105.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

[A] **105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] **105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved agency*.

[A] **105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] **105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] **105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] **105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved sources*.

SECTION 106 VIOLATIONS

[A] **106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] **106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] **106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a vio-

lation continues after due notice has been served shall be deemed a separate offense.

[A] **106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

[A] **107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] **107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] **107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] **107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] **107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] **107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the

provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

**SECTION 108
UNSAFE STRUCTURES AND EQUIPMENT**

[A] 108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

[A] 108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] 108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] 108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] 108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] 108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel con-

nections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

[A] 108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] 108.3 Notice. Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 107.2.

[A] 108.4 Placarding. Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] 108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who

defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

[A] 108.5 Prohibited occupancy. Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] 108.6 Abatement methods. The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] 108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

[A] 109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

[A] 109.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** All notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

[A] **111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] **111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] **111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] **111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] **111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] **111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] **111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] **111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112 STOP WORK ORDER

[A] **112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] **112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] **112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] **112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “*dwelling unit*,” “*dwelling*,” “*premises*,” “*building*,” “*rooming house*,” “*rooming unit*,” “*housekeeping unit*” or “*story*” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. *Approved by the code official.*

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[B] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[B] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

DEFINITIONS

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for liv-

ing, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

301.3 Vacant structures and land. All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of viola-

tion, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate,

GENERAL REQUIREMENTS

the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation

areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound

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and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened

and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*;
 - 2.2. *Ultimate deformation*;
 - 2.3. Fractures;
 - 2.4. Fissures;
 - 2.5. Spalling;
 - 2.6. Exposed reinforcement; or
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. *Ultimate deformation*;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration*;
 - 4.2. *Ultimate deformation*;
 - 4.3. Fractures in masonry or mortar joints;
 - 4.4. Fissures in masonry or mortar joints;
 - 4.5. Spalling;
 - 4.6. Exposed reinforcement; or
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*;
 - 5.2. Elastic deformation;
 - 5.3. *Ultimate deformation*;
 - 5.4. Metal fatigue; or
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. *Ultimate deformation*;
 - 6.2. *Deterioration*;
 - 6.3. Damage from insects, rodents and other vermin;
 - 6.4. Fire damage beyond charring;
 - 6.5. Significant splits and checks;
 - 6.6. Horizontal shear cracks;
 - 6.7. Vertical shear cracks;
 - 6.8. Inadequate support;
 - 6.9. *Detached*, dislodged or failing connections; or
 - 6.10. Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) in height

above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

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rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

Table of contents listing sections 309.1 through 309.10, including sections on General Requirements, Occupant, and various pest control measures.

SECTION 309
PEST ELIMINATION

309.1 Definitions. All words used in this chapter shall be defined as follows... 309.2 General. The owner of any structure shall be responsible for pest elimination... 309.3 Single occupancy. The occupant of a one-family dwelling shall be responsible for pest elimination... 309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units shall be responsible for pest elimination...

SECTION 309
PEST ELIMINATION

309.1 Definitions. All words used in this chapter shall be defined as follows... 309.2 General. The owner of any structure shall be responsible for pest elimination... 309.3 Single occupancy. The occupant of a one-family dwelling shall be responsible for pest elimination... 309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units shall be responsible for pest elimination...

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have at least one window of *approved size* facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any

plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every bedroom shall contain a minimum of 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical

receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.093 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

[P] 502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking

device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing a maximum of one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located a maximum of one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. All records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the

building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

[F] 703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

[F] 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

[F] 704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

[F] 704.3 Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for building wiring without the removal of interior finishes.

[F] 704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm

FIRE SAFETY REQUIREMENTS

shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

SECTION 101
 GENERAL

101.01.1. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures and for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

101.01.2. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

101.01.3. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

101.01.4. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

101.01.5. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

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101.01.8. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

101.01.9. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

101.01.10. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

SECTION 102
 MEANS OF EGRESS

102.01.1. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

102.01.2. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

102.01.3. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

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102.01.10. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

SECTION 103
 FIRE RESISTANCE RATING

103.01.1. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.2. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.3. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.4. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.5. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.6. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.7. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.8. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.9. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

103.01.10. The purpose of this chapter shall be to provide for the safety and health of the public by establishing minimum standards for the construction and maintenance of buildings and structures.

CHAPTER 8

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016-5990

Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators	606.1

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

Standard reference number	Title	Referenced in code section number
F 1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

ICC

International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
IBC—12	International Building Code®	102.3, 201.3, 401.3, 702.3
IEBC—12	International Existing Building Code®	305.1.1, 306.1.1
IFC—12	International Fire Code®	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IFGC—12	International Fuel Gas Code®	102.3
IMC—12	International Mechanical Code®	102.3, 201.3
IPC—12	International Plumbing Code®	201.3, 505.1, 602.2, 602.3
IRC—12	International Residential Code®	201.3
IZC—12	International Zoning Code®	102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
25—11	Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	704.1.1
70—11	National Electrical Code	102.4, 201.3, 604.2

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

A101 GENERAL

A101.1 General. All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured

with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104 REFERENCED STANDARDS

IBC—12 International Building Code A102.1, A102.2, A102.3

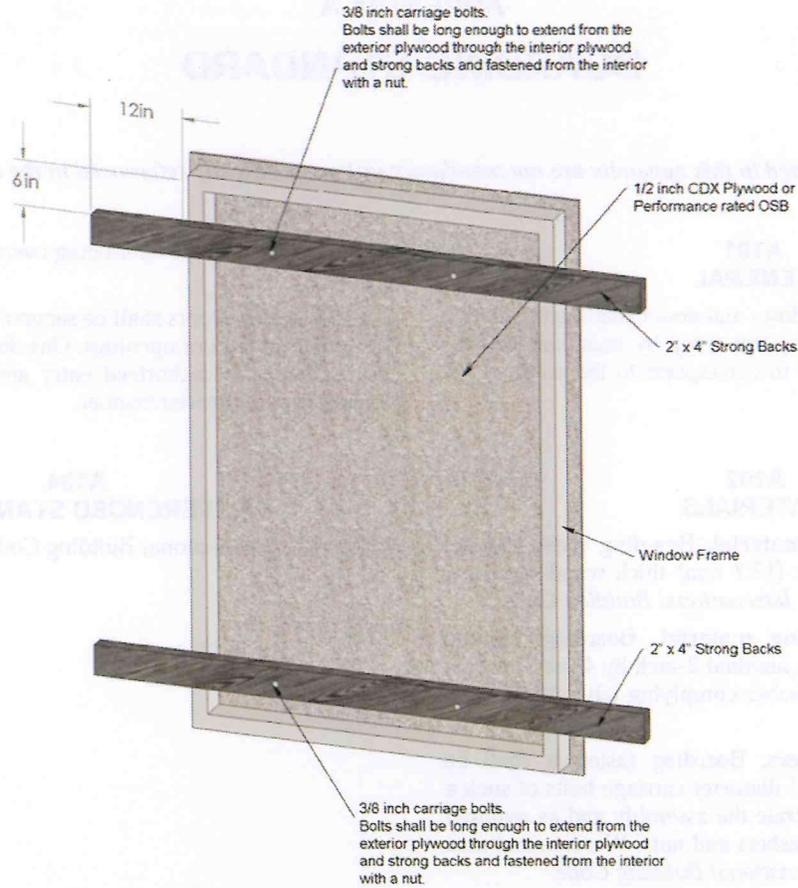


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW

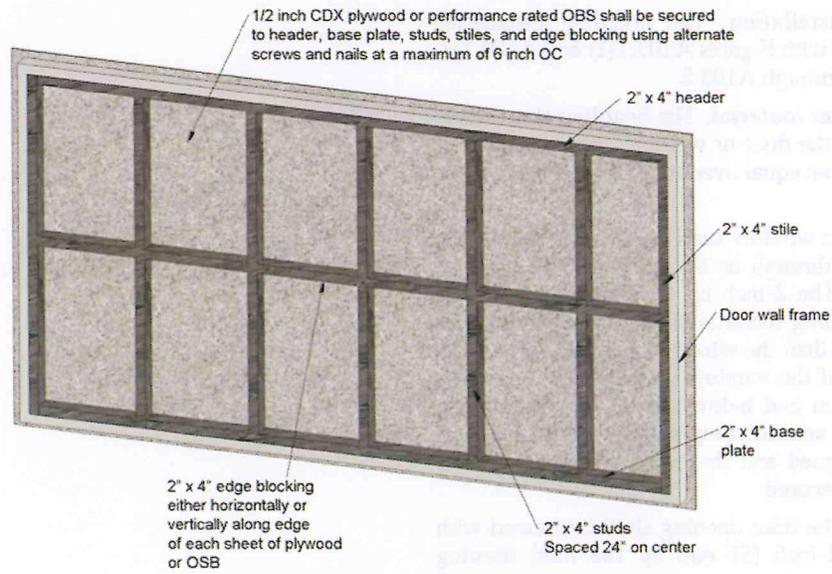


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MEMO

TO: Mayor and City Council
Brian Anderson, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: January 24, 2012

SUBJECT: Bailey School Forest Learning Facility Work Plan

BACKGROUND

The Bailey School Forest Committee met several times throughout 2011 to discuss items such as the school curriculum, students' attendance and future projects for the School Forest. Due to the high turnout of students, the Committee is proposing that a learning facility be constructed in the School Forest. The learning facility would be utilized to provide a learning area for classrooms.

It is estimated that this project will cost a total of \$50,000. The Committee is recommending the following for financing this project:

1. City	\$12,000 (secured)
2. ISD 833	12,000 (secured)
3. Mike Phillips Fund	10,000 (secured)
4. Other Donations/Grants	10,000 (pending)
5. Bailey Family	<u>6,000</u> (secured)
Total	\$50,000

DISCUSSION

In order to reach out to perspective businesses, individuals, and foundations for donations and grants, City staff drafted the attached report. The report outlines the history of the Bailey School Forest and Committee, the roles and responsibilities of each governing entity, and the recommendation for the learning facility. City staff will continue to update the report as it continues to find ways to reduce the total expenditures cost through in-house construction.

City staff presented on the report at the January 26, 2012 Park Board meeting. The Park Board approved a resolution recommending that the City Council approve the report and payment. The attached resolution states that the City Council approves the report and the City paying approximately \$12,000 of the total cost. If approved the funds for this project will be taken from the Park Fund, which has approximately \$80,800 in addition to the annual amount of \$11,800 for ongoing maintenance and capital expenditures such as this in 2012.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 2012-2.

RESOLUTION NO. 2012-1

A RESOLUTION APPROVING THE BAILEY SCHOOL FOREST LEARNING FACILITY WORK PLAN AND PAYMENT OF APPROXIMATELY \$12,000 FOR THE LEARNING FACILITY

WHEREAS, the Bailey Family donated 80 acres to the City in 1989, known as the Newport Bailey School Forest; and

WHEREAS, the City partnered with the Independent School District 833 to establish a School Forest for teaching its students; and

WHEREAS, the City and ISD 833 established a Governance Committee to administer the School Forest; and

WHEREAS, the Committee is recommending that a learning facility be constructed at a cost of approximately \$50,000 in the School Forest to provide a learning area for students; and

WHEREAS, the City will pay approximately \$12,000 of the total cost to be taken out of the Park Fund, with the remaining balance being distributed between ISD 833, private donations, and grants; and

WHEREAS, the Newport Park Board recommends that the Newport City Council approve the Bailey School Forest Learning Facility Work Plan and payment of approximately \$12,000 for the Learning Facility.

THEREFORE, BE IT RESOLVED, that the Newport City Council hereby approves the Bailey School Forest Learning Facility Work Plan and payment of approximately \$12,000 for the Learning Facility.

Adopted by the City Council this 2nd day of February, 2012.

Motion by: _____, Seconded by: _____

VOTE: Geraghty _____
 Ingemann _____
 Sumner _____
 Gallagher _____
 Rahm _____

Signed: _____
 Tim Geraghty, Mayor

ATTEST: _____
 Brian Anderson, City Administrator



City of Newport & ISD 833 Bailey School Forest Learning Facility Work Plan



Project Initiation

In 1989, the Bailey Family donated an 80-acre parcel of land to the City of Newport, which is now known as the Newport Bailey School Forest. One condition of the donation was that the City develop a park for the public to use and enjoy, as well as a school forest for Independent School District (ISD) 833 to use to teach its students. In order to fulfill this condition, the City and ISD 833 entered into a joint powers agreement in 1993 for the creation of a school forest. One stipulation of the agreement was the creation of a Governance Committee to administer the school forest. The Committee consists of four appointees from the City and four appointees from ISD 833.

Governance Committee Members

In 2011, the City appointed the following members to the Governance Committee: John Neska, Assistant Public Works Superintendent; Laura Duffey, DNR Forestry; Marge Meconis, Newport Parks Board; and Thomas Aguilar-Downing, Newport Parks Board.

ISD 833 appointed the following members to the Governance Committee in 2011: Jim Bain, Safety and Energy Manager; Wendy Niesl, K-12 Science Specialist; Aaron Krueger, Newport Principal; and Josh Loy, Park High School Science Teacher.

The Committee held several meetings throughout 2011 where they discussed several items such as the school curriculum, students' attendance, and a proposed gazebo, which is discussed further in this report.

Roles of Each Governmental Agency

In order to operate and maintain the School Forest properly, the Joint Powers agreement assigned different responsibilities to each governmental agency. The roles of each agency are outlined below. Additionally, the Minnesota Department of Natural Resources joined the Governance Committee in 2011 to provide information what it means to be in the School Forest program. .

1. City of Newport

The City of Newport always had and will continue to have the following responsibilities:

- Provide site and trail maintenance
- Remove nonnative buckthorn
- Provide park signage and trail markers
- Provide and maintain parking
- Provide insurance coverage

2. Independent School District 833

School District 833 always had and will continue to have the following responsibilities:

- Provide and finance transportation for an estimated 3,000 students annually.
- Maintain a curriculum for the school forest (Exhibit 1).
- Provide financing for the two portable restrooms for the School Forest.

3. Minnesota Department of Natural Resources

In 2011, the Minnesota Department of Natural Resources provided information to the Governance Committee on what it means to be in the School Forest program. The Department of Natural Resources always had and will continue to have the following responsibilities:

- Provide DNR regional and area foresters to help schools identify, plan, and implement school forest activities
- Provide to educators support in terms of staff and educational materials and resources for using the school forest
- Provide a DNR forester to write a school forest stewardship plan at no cost (A stewardship plan is a long-term site management plan designed to help meet the goals of the school and landowner, and is based from the forester's professional assessment of the natural resources on the site.)

Bailey School Forest Governance Committee's Recommendation

Recommended Learning Facility Design

Due to the high turnout of students, the Committee is recommending that the Learning Facility be a 45' hexagonal gazebo be constructed in Bailey School Forest. The gazebo would be a total of 13' in height with eight foot openings between posts. It is recommended that the gazebo be 45' so that it can accommodate several picnic tables for students to perform their classroom work. It is also recommended that the gazebo be located near the entrance of the School Forest. Exhibit 2 shows the proposed location.

Learning Facility Estimated Cost

St. Croix Recreation Company provided the City with a cost estimate of the proposed gazebo. It is anticipated that the City would hire a separate company to construct the gazebo. The complete cost of the Learning Facility is outlined below:

1. 45' Gazebo	\$44,000
2. Picnic Tables	5,400
3. Sign (To match Newport City Signs)	600
4. Labor (City will complete)	0
5. Footing (Aggregate Industries)	<u>0</u>
Total	\$50,000

Learning Facility Financing

There are several resources for financing the Learning Facility. The Committee is proposing the following:

1. City	\$12,000 (secured)
2. ISD 833	12,000 (secured)
3. Mike Phillips Fund	10,000 (secured)
4. Other Donations/Grants	10,000 (pending)
5. Bailey Family	<u>6,000 (secured)</u>
Total	\$50,000

The Governance Committee can apply for a grant through Lowes called the Toolbox for Education grant. Through this grant, the Committee can receive between \$2,000 and \$5,000 for the gazebo. ISD 833 would need to submit the grant in honor of the Committee as this program only allows public schools or non-profits associated with public schools to apply. The next deadline for this grant is Friday February 17, 2012.

Beginning in 2012, the Committee will also reach out to businesses and foundations such as Xcel, Northern Tier Energy, 3M, the St. Croix Valley Foundation and Jeffers Foundation for donations.

Learning Facility Work Plan

In order to accomplish the proposed design the Committee has outlined the following work plan to take place over the four to six months:

1. Staff will work with the Park Board on the issues of design, signage, and other area improvements in early 2012.
2. City staff will approach the School District with this report for their consideration.
3. City staff will work with appropriate School officials and will apply for any possible funding.
4. The Committee will update Council and School Board on the latest findings and revise the work plan accordingly.

If everything goes according to plan, the Committee feels that the gazebo could be constructed by the fall of 2012.

Bailey School Forest/Outdoor Classroom Curriculum Summary
--

Forest Guidelines:

- Attached

School Forest Trunk:

- We have 2 “trunks” that teachers can check out to use while at the forest.
- Contents include:
 - 10-laminated rough maps of the forest
 - 10-tree cookies
 - 1-“All About Minnesota’s Forests and Trees: A Primer”
 - 1-Minnesota invasive non-native terrestrial plants ID guide
 - 5-pocket guides to Trees of Minnesota
 - 1-Guide to Backyard Birds of Eastern North America
 - 36-“kiddie” binoculars
 - 16-bug magnifiers
 - 32- compasses
 - 32-thermometers
 - Video: Bill Nye the Science Guy Plants/Forests
 - Video: Spring and Summer Songbirds of the Backyard

Curriculum Recommendations for Primary (Grades K-2)

- Use gardens/natural areas for instruction and/or visit the Bailey School Forest each year
 - A Walk in the Woods
 - Inference or Observation?
 - Project WILD: Learning to Look, Looking to See
- Students collect and describe an object that is life and one that is not life
 - Leaf and rock example:
 - As a class group students share 3 observations about their objects. Students state whether the object is life or not life and attach the object to a T-chart in the classroom. One side should be objects that are life and objects that are not life.
 - Group things that are life and things that are not life according to their defining characteristics (grow, reproduce, made of cells, death, etc.)
 - Teacher should address student misconceptions about things that are life and not life (i.e., Not life (nonliving) does not mean dead). Examples: leaf (life), twig (life), insect (life), rock (not life), sand (not life), feather (not life).
- Nature Detectives activity is from NSTA – it has children track changes in their school yard throughout the seasons
- Take students outside to collect or have them bring in leaves to create leaf rubbings in science notebooks. Have them do 2 rubbings of leaves that look different.
 - Label parts of the leaf: blade, stem (petiole), veins, midrib, describe edge pattern, describe branching patterns (opposite/alternate), describe leaf shape

Curriculum Recommendations for Intermediate (Grades 3-5)

- Group plants using pictures or real plant specimens. Plant groups to represent include: ferns (reproduce by spores), flowering plants (reproduce by seeds); deciduous trees (lose leaves), evergreen trees or coniferous trees (evergreen trees remain green through winter, coniferous trees produce a cone); broad leaf (like a maple tree), needle-like leaf (like a pine tree); fibrous roots, tap roots; etc. Use plant examples from Minnesota as well as other ecosystems such as a desert, an ocean, a mountain, etc.
- Use pictures to match parent with offspring from multiple plant groups. Students should be able to describe the similarities and differences seen between the generations and identify characteristics that are inherited (leaf shape, flower shape/color, stem type, seed size/shape, etc). Consider using a graphic organizer to note patterns. In addition, ask students to identify plant traits that are acquired (leaf damage, lost or broken branches, total number of leaves, etc).
- Group animals using pictures and distinguishable characteristics: coverings (skin, fur, hair, scales, feathers), appendages (wings, fins, arms, legs and how many), eyes, ears, mouths/beaks, tails, teeth. Also sex, color, size, shape, age, etc. Include the following groups:
 - Vertebrates
 - Fish
 - Reptiles
 - Amphibians
 - Birds
 - Mammals
 - Invertebrates
 - Arthropods
 - Marine invertebrates
 - Mollusks
 - Worms
- Use pictures to match parent with offspring from multiple animal groups. Students should be able to describe the similarities and differences seen between the generations and identify characteristics that are inherited (eye color, skin color, fur/hair color, number of appendages, etc). Consider using a graphic organizer to note patterns. In addition, ask students to identify animal traits that are acquired (pierced ears, tattoos, docked tails, weight, an insect with only 5 legs, etc).
- Match animal adaptations to resource needs. For example, camouflage, eye sight, speed, etc. As a literacy extension, have students create a fictitious animal, draw it, label its parts, then describe how its traits are fit to its environment.
 - Some good activities include:
 - Project WILD: What Bear Goes Where?
 - Project WILD: Graphananimal
 - Project WILD: The Thicket Game
 - Project WILD: Adaptation Artistry
 - Project WILD: Seeing in Believing or The Eyes Have It
 - Project WILD: Surprise Terrarium
 - Project WILD: Owl Pellets
 - Math in Science: Comparing Speeds of Fish
 - Math in Science: Comparing Animal Traits
- Trip to the school forest or to an area outside your school. Students should work on identifying plants and animals that are native to Minnesota ecosystems and be able to describe ways they interact with each other and other factors in their environment.
- Use outdoor opportunities for helping students develop their observation & notebooking skills.

- Construct a food chain and food web using either pictures of organisms or names of organisms. (Cut and paste activity). Construct food chains for a deciduous forest ecosystem (twin cities), a prairie ecosystem (southwestern MN) and a coniferous forest ecosystem (northern MN). Include other ecosystems at your discretion.
- Connect with social studies mapping and landforms – social studies focus is on native peoples and where they lived and the resources they depended on. Science focus is on all organisms, where they live and the resources they depend on.
- Project WILD: The Beautiful Basics or Everybody Needs a Home
- Project Learning Tree: Renewable or Not? Activity # 14
- Project Learning Tree: Waste Watchers Activity # 73
- Project Wet activity: The Incredible Journey
- How can you find out how many animals live in an area? Or Project WILD activity How Many Bears Can Live in this Forest?
- Introduce terms biotic (life) & abiotic (not life). Biotic factor: any living part of the environment; animals and plants for example. Abiotic factor: physical part of the environment; water, air, and rocks for example.
- Focus on MN biomes (grasslands/prairie, temperate deciduous forest, and taiga)

Other:

- Activities from the School Forest Program website have been placed on internal shared drives for teachers.

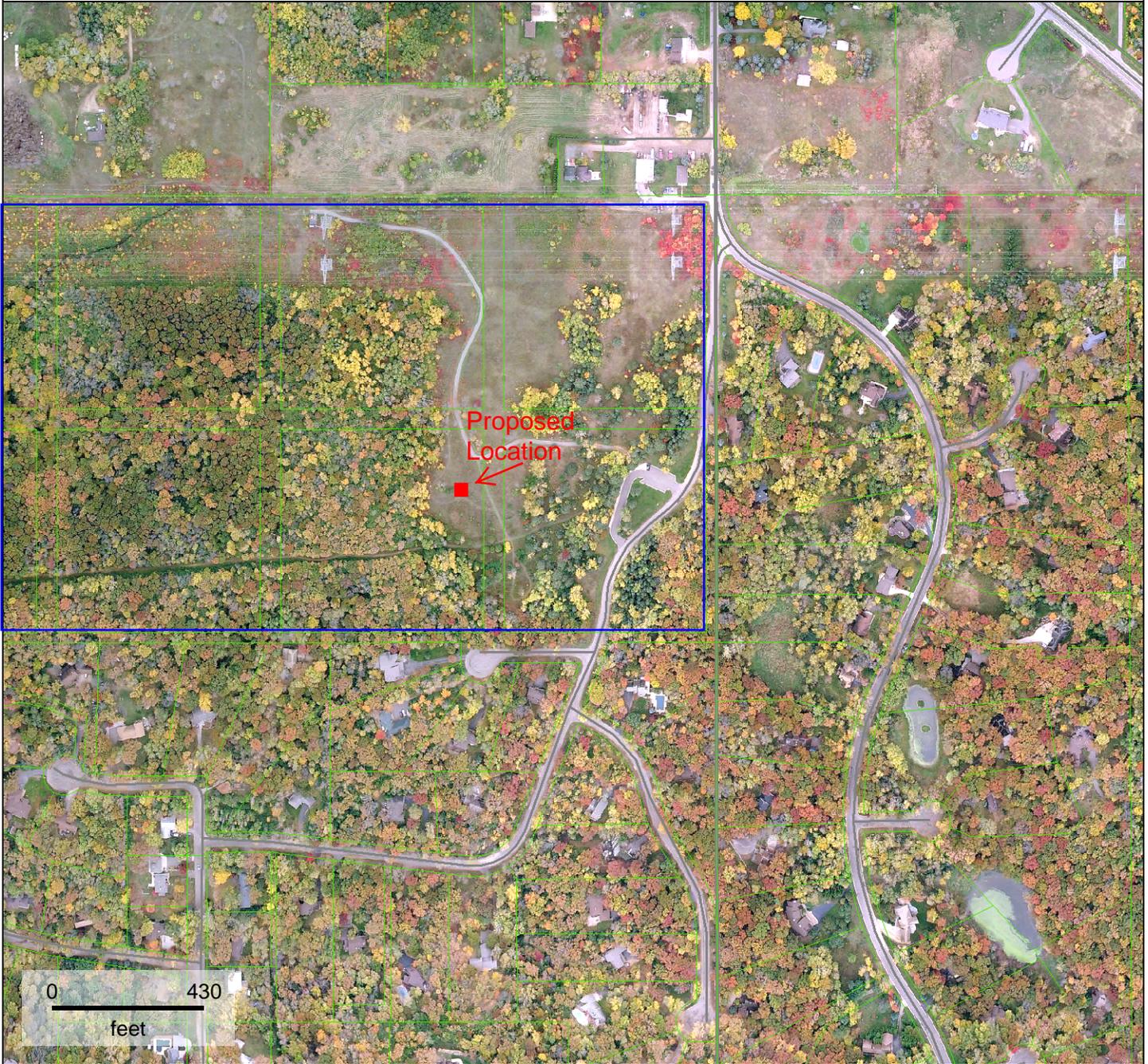
Bus Funding:

- Transportation has always bussed and covered the costs associated with these trips.
- Last school year there were 20 Forest trips: 364 total miles (1.95/mile) and 64.5 driver hours (21.00/hr) for a total cost of \$2064.30.

Portable Toilet:

- A portable toilet is provided by D833 and is located at the entrance to the park.
- Cost for the toilet
 - ??

Washington County, MN



Property Information

Property ID
Location



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

This drawing is a result of the compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

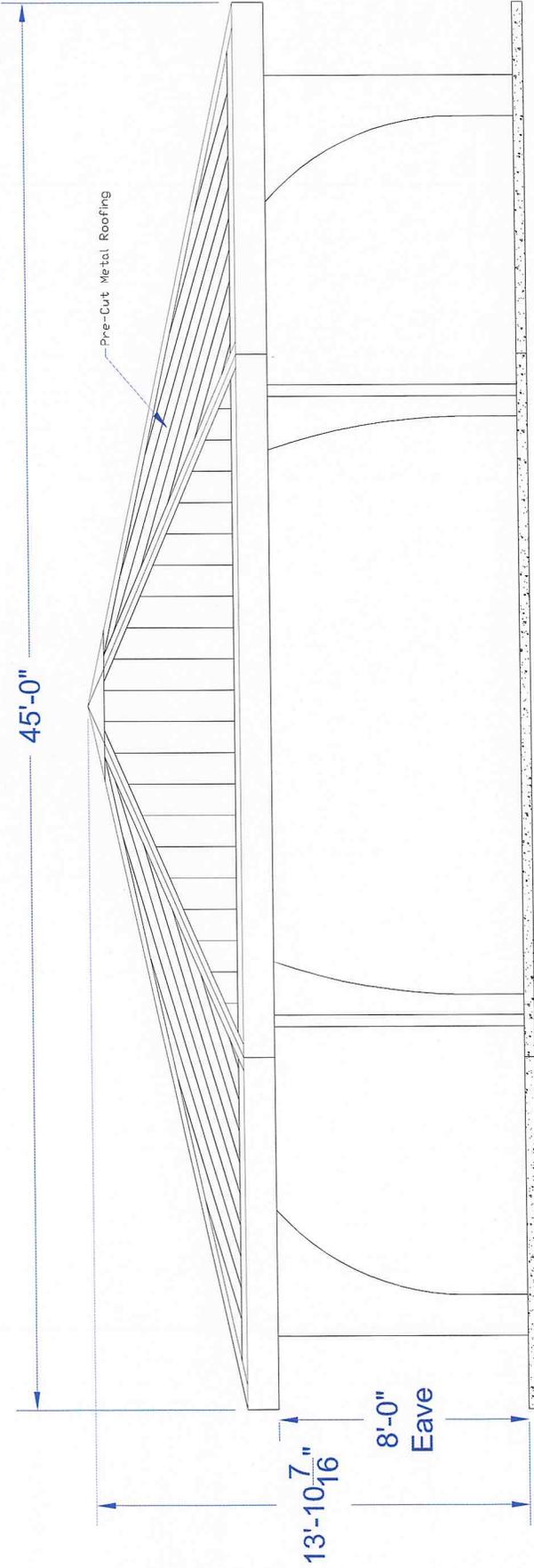


Elements

PRELIMINARY

Litchfield

All quotation drawings are preliminary only, not to be used for installation of any kind.



Landscaping

MODEL: 45' Laminated Solid Arch Hexagonal Structure

QUOTE #: L5121AL

SHEET: 1

Ph: 678 839 5700
Fx: 678 839 5732



TITLE: Elevation

206 Adamson Ind Blvd
Carrollton, GA 30117

DATE: 05/16/2011

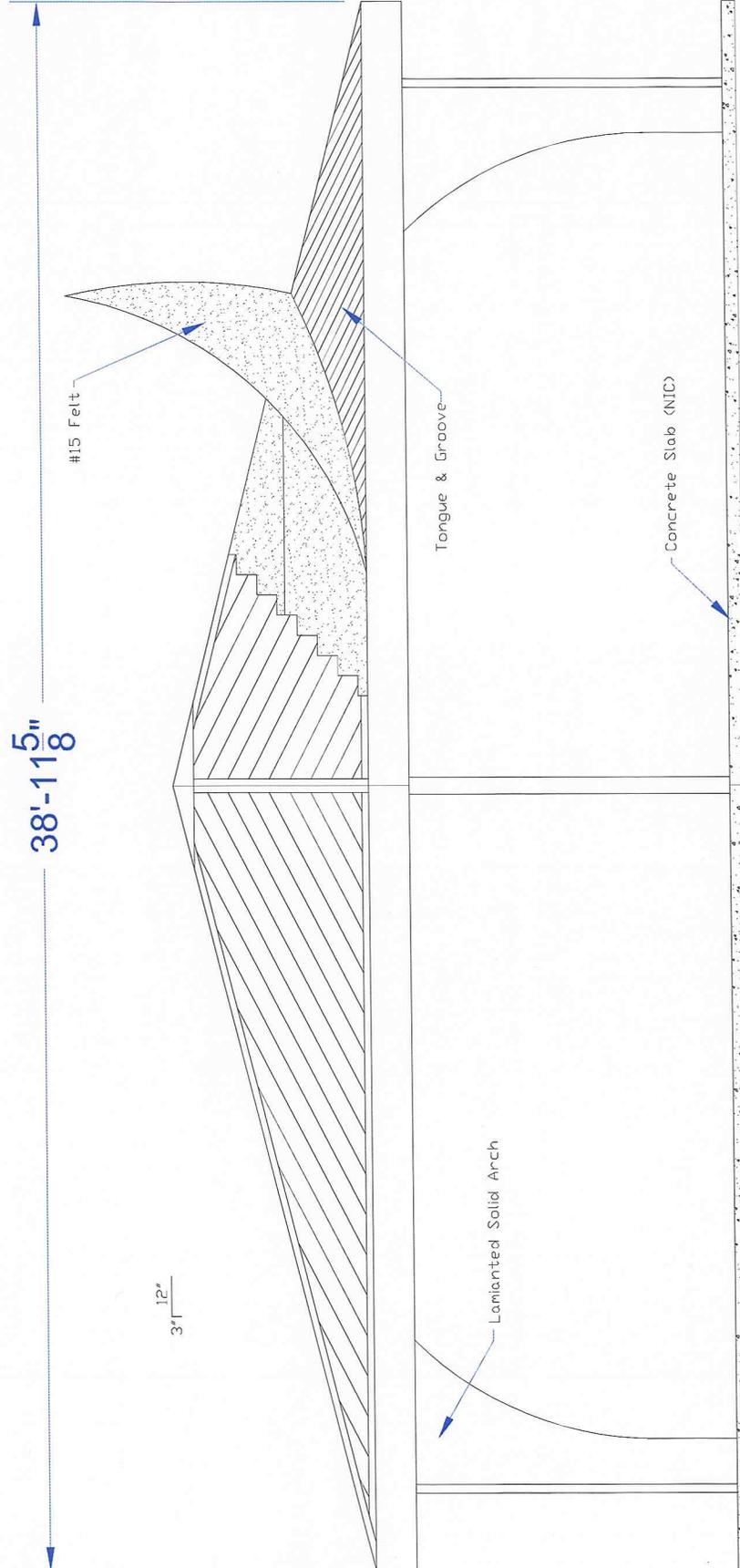
DRAWN BY: M.R.I.

Elements

PRELIMINARY

Ditchfield

All quotation drawings are preliminary only,
not to be used for installation of any kind.



MODEL: 45' Laminated Solid Arch Hexagonal Structure

QUOTE #: L5121AL

SHEET: 2

Ph: 678 839 5700
Fx: 678 839 5732



TITLE: Elevation

DATE: 05/16/2011
206 Adamson Ind Blvd
Carrollton, GA 30117

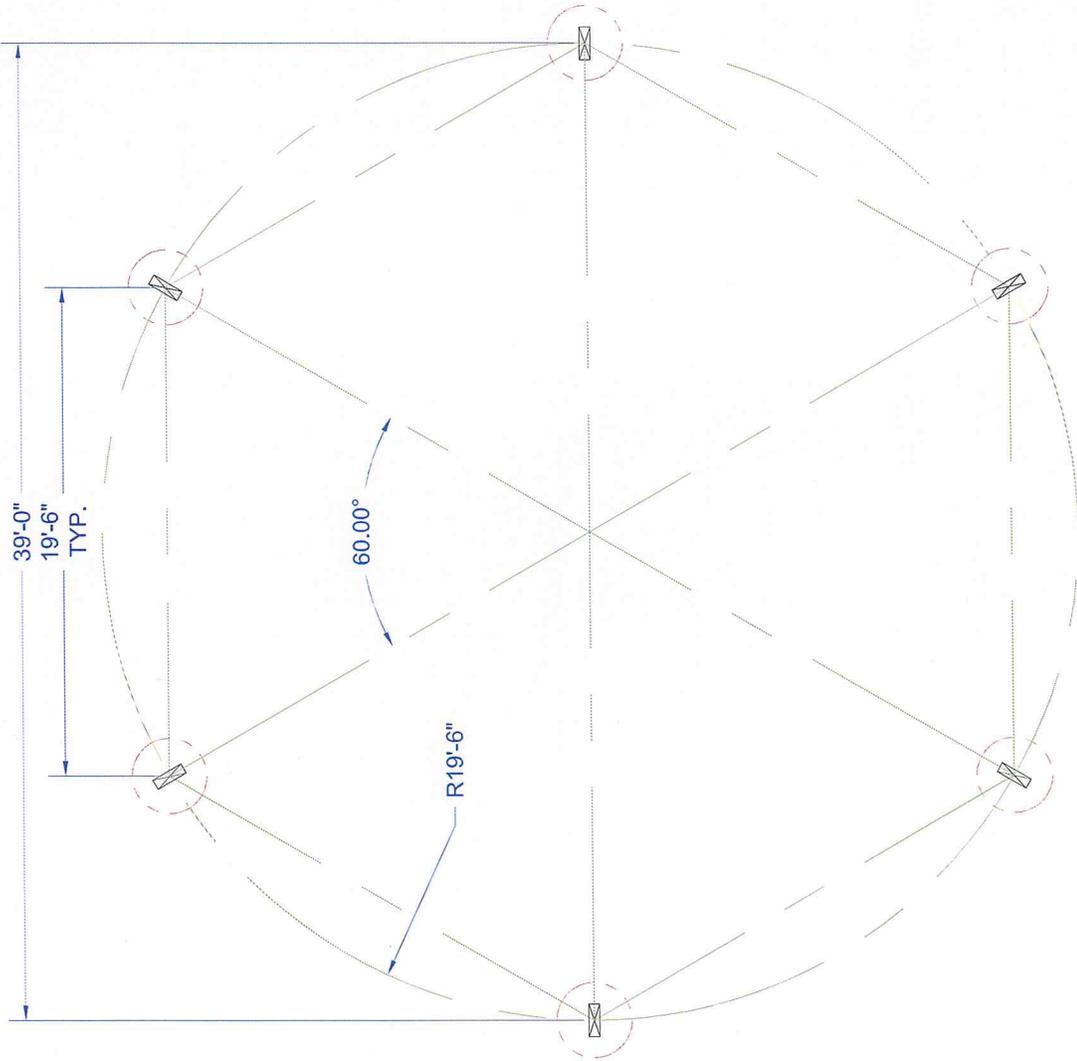
DRAWN BY: M.R.I.

Sandscaphe

PRELIMINARY

Ditchfield

All quotation drawings are preliminary only,
not to be used for installation of any kind.



MODEL: 45' Laminated Solid Arch Hexagonal Structure

QUOTE #: L5121AL

SHEET: 3

Ph: 678 839 5700
Fx: 678 839 5732

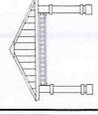
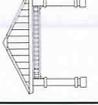


206 Adamson Ind Blvd
Carrollton, GA 30117

TITLE: Ground Plan

DRAWN BY: M.R.I.

DATE: 05/16/2011



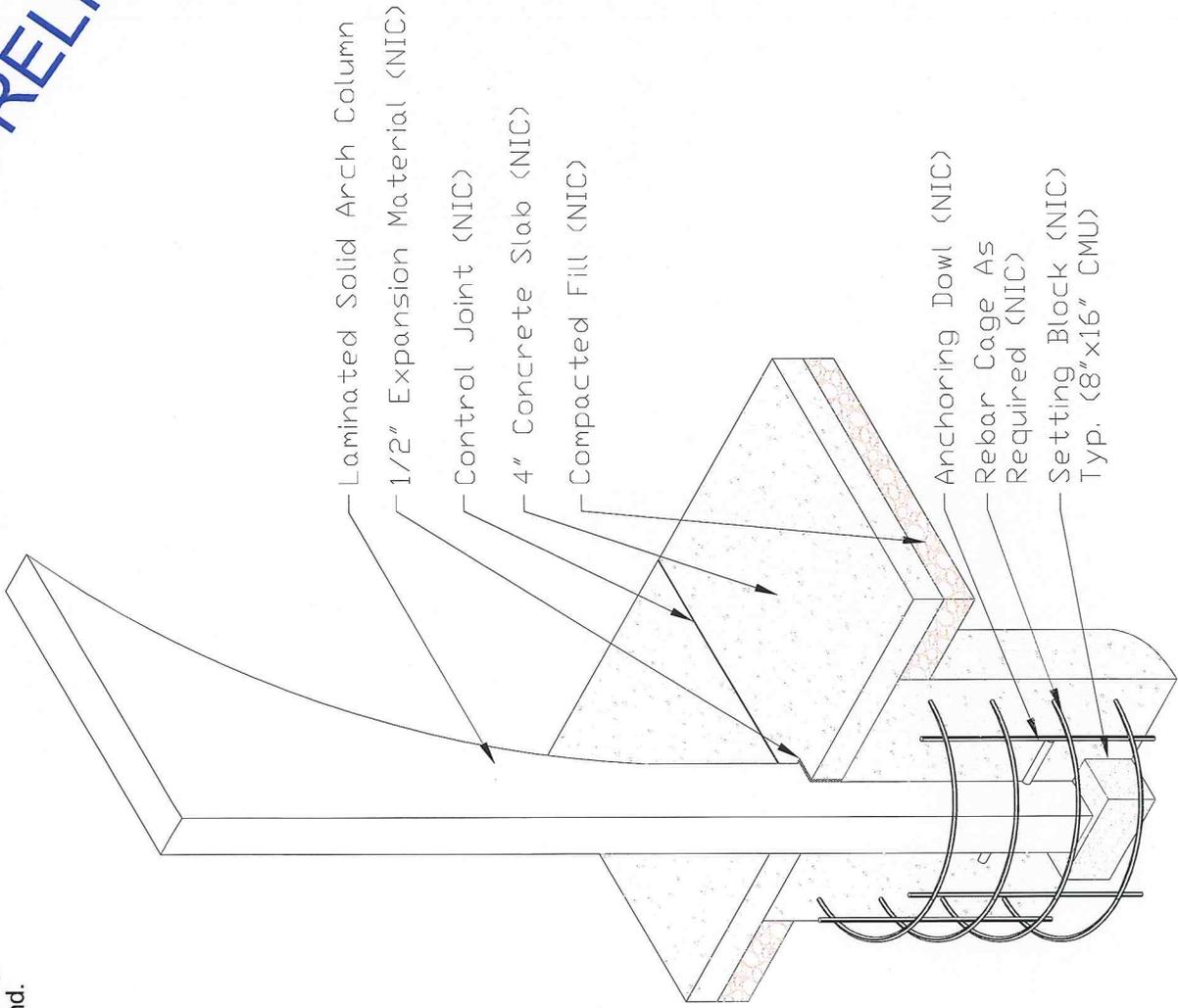
PRELIMINARY

Ditchfield

All quotation drawings are preliminary only, not to be used for installation of any kind.

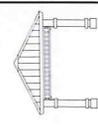
***DESIGN NOTE:**

All foundation design information should be considered as preliminary only. A local soils engineer shall be retained to design the foundation according to local conditions and codes. Final design of the footing/foundation is the responsibility of the general contractor/owner.



- Laminated Solid Arch Column
- 1/2" Expansion Material (NIC)
- Control Joint (NIC)
- 4" Concrete Slab (NIC)
- Compacted Fill (NIC)
- Anchoring Dowl (NIC)
- Rebar Cage As Required (NIC)
- Setting Block (NIC) Typ. (8"x16" CMU)

Landscape



MODEL: 45' Laminated Solid Arch Hexagonal Structure

QUOTE #: L5121AL

SHEET: 4

Ph: 678 839 5700
Fx: 678 839 5732

TITLE: Column Detail

DRAWN BY: M.R.I. DATE: 05/16/2011 206 Adamson Ind Blvd
Carrollton, GA 30117



All quotation drawings are preliminary only, not to be used for installation of any kind.

Material Specifications and Notes:

1. All structural steel tubing shall be ASTM A-500 Grade B.
2. All other steel (plates, gussets, etc.) shall be ASTM A-36.
3. All welding is to be done in accordance with latest AWS standards. All welds are to develop full strength of component parts. (E7081 Electrodes)
4. All bolts to be ASTM A-325 & threaded rod to be ASTM B-7.
5. All fabricated steel & structural tubes to be sand blasted to a white condition
Electrostatic Special Epoxy TGIC Primer Applied - 3 mils.
Electrostatic Epoxy TGIC "Top Coat" Powder Coat Applied - 3 mils.
Final cure of coating at 450 degrees for 30 to 45 minutes.
6. Roofing Material-2"x6" (Nom) SYP Tongue & Groove w/ 29 Gauge 36" Wide Max-Rib Pre-Cut Metal Roofing.

ERECTION NOTES:

All members must be properly braced until the complete structural system has been constructed.

This building has been designed as a free standing, open structure. If walls are to be added, or if the building is to adjoin another structure, or if other modifications are to be made, the structure must be reengineered prior to these modifications.

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND IS NOT TO BE REPRODUCED WITHOUT THE WRITTEN PERMISSION FROM LITCHFIELD INDUSTRIES, INC. AND/OR IS NOT TO BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF LITCHFIELD INDUSTRIES, INC.

N.I.C. = NOT IN CONTRACT

TITLE: General Notes

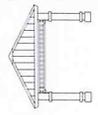
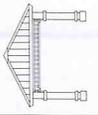
DRAWN BY: M.R.I. DATE: 05/16/2011 206 Adamson Ind Blvd
Carrollton, GA 30117

MODEL: 45' Laminated Solid Arch Hexagonal Structure

Ph: 678 839 5700
Fx: 678 839 5732

SHEET: 5

QUOTE #: L5121AL





MEMO

TO: Mayor and City Council
Brian Anderson, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: January 25, 2012

SUBJECT: Contract Agreements between the City and International Union of Operating Engineers and Law Enforcement Labor Services

BACKGROUND

The City has contracts with two unions through the Police Department and Public Works Department. Both contracts expired at the end of 2011. As such, the City Administrator, Councilman Ingemann, and Councilman Sumner have been working with both unions to establish revised contracts. Public Works Superintendent Hanson was also involved in the negotiations with the International Union of Operating Engineers (Local 49).

DISCUSSION

Both contracts are attached for your review and approval. Below is information on the main points of both contracts.

Local 49

Overtime:

- Union employees who work on July 4th, Thanksgiving Day, December 25th, or January 1st will be compensated for their hours at a rate two times their hourly rate.

Wages:

- The following wages were established for 2012 through 2014:
 - January 1, 2012 – 0% increase
 - July 1, 2013 – 1% increase
 - January 1, 2014 – 1.5% increase
 - July 1, 2014 - .5% increase
- Additionally, employees who work prior to 7:00 a.m. during the winter months shall receive premium pay of \$1.00/hour for the duration of their shift.
- A 3% increase is accounted for in the 2012 budget. As such, there is an excess of \$1,985 for 2012 and \$14,027 for the budget period 2012-2014.

The language was also cleaned up throughout the contract.

City employees that are members of the Local 49 have approved the Contract Agreement.

Law Enforcement Labor Service

Wages:

- The following wages were established for 2012 through 2014:
 - January 1, 2012 – 0% increase
 - July 1, 2013 – 1% increase
 - January 1, 2014 – 1.5% increase

- July 1, 2014 - .5% increase
- A 3% increase is accounted for in the 2012 budget. As such, there is an excess of \$14,811 for 2012 and \$63,376 for the budget period 2012-2014.

The contract language was also revised to read better and to account for the change from an 8-hour shift to a 12-hour shift.

RECOMMENDATION

It is recommended that the City Council approve the contracts for the between the City and International Union of Operating Engineers and Law Enforcement Labor Services. Both contracts are for the period January 1, 2012 – December 31, 2014.

International Union of Operating Engineers

LOCAL NO. 49, 49A, 49B, 49D, AND 49E
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

THOMAS H. PARISEAU, President
JOSEPH L. RYAN, Vice President
KYLE D. JONES,
Recording-Corresponding Secretary
JAMES J. HANSEN, Treasurer



GLEN D. JOHNSON
Business Manager/Financial Secretary

Affiliated with the A.F.L. - C.I.O.

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

January 25, 2012

sent via e-mail

Mr. Brian Anderson
City of Newport
596 7th Ave.
Newport, MN 55055

Dear Brian:

Members of Local 49 employed by the City of Newport, by majority vote, have accepted the tentative agreements as attached that were reached at our last negotiation on December 20, 2012. The contract changes when accepted by the council will be in effect from January 1, 2012 through December 31, 2014. Local 49 and its members in Newport appreciate your cooperation in reaching a settlement in a timely manner. I will wait to hear from you regarding council approval. Let me know the council decision and hopefully I can then work to prepare contracts for signatures.

Respectfully,

Todd Doncavage
Area Business Representative
I.U.O.E., Local 49

cc: Steward

LABOR AGREEMENT

Between

CITY OF NEWPORT
Newport, Minnesota

And

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49
AFL-CIO

January 1, 2012 through December 31, 2014

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**CITY OF NEWPORT
-And-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49, AFL-CIO**

MASTER CONTRACT

January 1, 2012 through December 31, 2014

THIS AGREEMENT, entered into this 12th day of December, 2008, by and between the City Council of the City of Newport, Washington County, Minnesota, hereinafter called "City", and the International Union of Operating Engineers, Local No. 49, AFL-CIO, hereinafter called "Union", for establishing working conditions, rates of pay, arbitration, seniority, vacations and other conditions governing maintenance employees in the City of Newport.

**ARTICLE I
PURPOSE**

The City and Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize the Agreement as a pledge of this dedication. The City recognizes the Union as the exclusive representative for all permanent maintenance employees of the City of Newport, excluding supervisory personnel. The City shall deduct from each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees who authorize the same in writing and the City shall remit such deduction to the appropriate designated officer of the Union.

**ARTICLE II
EMPLOYER AUTHORITY**

Section A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. The prerogatives or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City such as, but not limited to:

Subd. 1. Direct employees.

Subd. 2. Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees.

- Subd. 3.** Relieve employees from duties because of lack of work or other legitimate reasons.
- Subd. 4.** Maintain the efficiency of the government operations.
- Subd. 5.** Determine the methods, means and personnel by which such operations are to be conducted.
- Subd. 6.** Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.
- Subd. 7.** Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

ARTICLE III SENIORITY

Section A. New employees shall be on a six-month probationary period.

Section B. All Temporary, Part-time and Seasonal employees shall be laid off first. In the event of a lay off due to lack of work, permanent employees with the least seniority shall be the first to be laid off, and in the event of rehire, the last employee laid off shall be the first to be rehired. When a determination is made that a permanent full-time employee layoff is necessary due to budget constraints or lack of work, the City shall give a minimum 14 calendar day written notice to affected employee(s) prior to layoff.

Section C. The City shall not interfere with, restrain or coerce member employees in the exercise of their rights as members of the Union as prescribed by the State statutes.

ARTICLE IV PAID ABSENCES

Section A. Sick Leave:

- Subd. 1.** Sick leave days will accumulate at the rate of one (1) day per calendar month of service for full-time employees. Whenever an employee uses more sick leave than accumulated at the end of each month, the employee's pay will be reduced at the daily rate of pay for all days of absences in excess of accumulated sick leave.

Subd. 2. Employees must work at least fourteen (14) days in any one calendar month for sick leave to accumulate for that month. Sick leave shall be cumulative to a maximum of one hundred twenty (120) working days.

Subd. 3. Sick leave may be used for actual illness, physical disability, legal quarantine or to receive dental or medical care for the employee only.

Up to six (6) days sick leave per year as earned in Subd. 1 may be allowed for actual illness, physical disability, or other sickness preventative measures of the employee's dependents.

Subd. 4. The City at its discretion may require a doctor's certificate showing the nature of any injury or illness.

Subd. 5. Holidays established by Article V, which occur while an employee is on sick leave, shall not be deducted from the accumulated sick leave.

Section B. Funeral Leave:

Subd. 1. A maximum of three (3) days leave per year (not deducted from sick leave) may be granted an employee in case of death in the immediate family.

Subd. 2. Up to three (3) additional days leave per year (deducted from sick leave) may be granted an employee in case of death in the immediate family with the approval of the department head.

Section C. Immediate Family: The immediate family shall consist of the following with no exceptions:

spouse or child, step child, mother, father, sister, brother, grandparent of the employee or employee's spouse.

Section D. Jury Duty Leave:

Subd. 1. All permanent employees will be granted paid leave to serve on Jury Duty.

Subd. 2. Travel expenses will be allowed the employee at the approved City rate.

Subd. 3. The employee will endorse his or her Jury Duty check, including travel reimbursement, to the City.

Subd. 4. An employee must report to work if jury duty permits him or her to work four (4) or more hours in any one day.

ARTICLE V HOLIDAYS

Section A. The holidays shown below will be observed as paid holidays for all permanent full-time City employees:

HOLIDAYS CELEBRATED	DATE
1. New Year's Day	January 1st
2. Martin Luther King's Birthday	3 rd Monday in January
3. President's Day	February (3 rd Monday)
4. Memorial Day	May (Last Monday)
5. Independence Day	July 4th
6. Labor Day	September (1 st Monday)
7. Day After Thanksgiving	November (4 th Friday)
8. Veteran's Day	November 11th
9. Thanksgiving Day	November (4 th Thursday)
10. Christmas Day	December 25 th

Subd. 1. Whenever one of the above legal holidays falls on a Saturday, the preceding day shall be observed as a holiday. Whenever one of the legal holidays falls on a Sunday, the following day shall be observed as a holiday.

Subd. 2. In addition to the holidays set forth in Section A, each employee shall be entitled to two (2) holidays per year to be designated at the employee's option, subject to the consent of his/her immediate superior, which consent shall not be unreasonably withheld. Notice of such intended holiday shall be given at least two (2) days in advance. ~~A new employee must work six (6) months prior to January 1st, to be eligible for a floating holiday.~~
A new employee starting January 2nd through June 30th shall receive one (1) floating holiday for that calendar year. A new employee starting on or after July 1st shall not be eligible for floating holidays until the next calendar year.

Subd. 3. A new employee during the first sixty (60) days of employment will not be granted holiday pay as indicated in Section 5.1, except for Christmas Day.

Subd. 4. To be eligible for holiday pay, the employee must be at work on the day for which he/she is scheduled prior to the holiday and following the holiday, unless absence is authorized in this Agreement.

ARTICLE VI VACATIONS

Section A. Vacation Schedule: Full-time employees employed twelve (12) months a year shall earn paid vacation in accordance with the following schedule based on years of continuous employment:

First	year accrual	10	Days
After	1 st Year	11	Days
After	2 nd Year	12	Days
After	3 rd Year	13	Days
After	4 th Year	14	Days
After	5 th Year	15	Days
After	6 th Year	16	Days
After	7 th Year	17	Days
After	8 th Year	18	Days
After	9 th Year	19	Days
After	10 th Year	20	Days
After	11 th Year	21	Days
After	12 th Year	22	Days
After	13 th Year	23	Days
After	14 th Year	24	Days
After	15 th Year	25	Days

Section B. Continuous Employment Credit: Vacation accruals shall be based on each employee's anniversary date.

Section C. Vacation Selection: The selection of vacation periods shall be by seniority until May 1st of each year. After May 1st, vacations may be taken at any time during the basic work year mutually agreed upon by the employee and the employee's supervisor.

Section D. Vacation Usage: Earned vacation shall not accumulate from vacation year to vacation year, unless approved by the City, and the City will determine how long vacation may accumulate.

Section E. Vacation Compensation: Vacation compensation shall be paid at the employee's current base salary.

Section F. Holidays Occurring During Vacation: Holidays established by Article V, which occur during an employee's scheduled vacation, shall not be deducted from earned vacation.

Section G. Separation: Employees who are terminated or resign from employment will be compensated for all unused vacation provided that employees who resign have given at least fourteen (14) calendar days written notice of resignation.

ARTICLE VII HOURS

Section A. The regular work day for employees shall be eight (8) hours.

Section B. The regular work week shall be forty (40) hours per week, Monday through Friday, except that the City reserves the right to alter the work week days and shift hours by posting Notice of Change of Shift seventy-two (72) hours before the effective date of change on the bulletin board in the City Garage. The City shall change days of the week and shift hours of employees in inverse order of seniority, unless employee with greater seniority demands said shift by notifying the supervisor. Employees may, in writing, waive the seventy-two (72) hour notice.

Section C. A day is defined as commencing at 12:01 A.M., and a week is defined as commencing at 12:01 A.M. on Monday.

ARTICLE VIII OVERTIME

Section A. Overtime is defined as all hours worked in excess of eight (8) hours per day or forty (40) hours per week and all hours worked on unscheduled days.

Section B. Overtime for all employees shall be paid as it is earned at the rate of time and one-half (1-1/2).

Section C. An employee called back to work after he/she has completed his/her regular work day or called out on his/her day off shall receive a minimum of three (3) hours compensation at the overtime rate.

Section D. Any regular employee required to work on a Holiday, in addition to receiving eight (8) hours Holiday pay, shall receive time and one-half (1-1/2) for

all hours worked up to his/her daily scheduled hours and two and one-half (2-1/2) times thereafter. This Section D will apply to all hours worked between 0001 and 2400 hours on the day designated as the Holiday.

Employees performing any work on July 4th, Thanksgiving Day, December 25th or January 1st when they are not also the designated (observed) Holiday shall be compensated for actual hours worked at two (2) times their hourly rate.

Section E. Any work in excess of sixteen (16) hours in one twenty-four (24) hour period will be paid at two (2) times the regular rate of pay (i.e. double time) for all hours over sixteen (16).

ARTICLE IX WAGES

Section A.

Subd. 1. Maintenance employees' hourly rate of pay for the period of January 1, 2012 through June 30, 2013 shall be \$25.67. The hourly rate of pay for the period of July 1, 2013 through December 31, 2013 shall be \$25.93. The hourly rate of pay for the period of January 1, 2014 through June 30, 2014 shall be \$26.32. The hourly rate of pay for the period of July 1, 2014 through December 31, 2014 shall be \$26.45.

Subd. 2. The foregoing rate of pay shall not apply to new employees for the first two (2) years of employment. Instead, new employees will start at a wage rate equal to ninety (90) percent of the contract rate for the job classification into which the employee is hired for the employee's first year. This rate will increase to ninety-five (95) percent of the contract rate for the employee's second year, and move to the contract rate for the employee's third year of employment. The foregoing steps may be waived for new employees exceeding desired requirements. The Council may start a new employee at any rate step depending on qualifications.

Subd. 3. Effective January 1, 1991, the City will pay a \$1.40 per hour premium to any Union Member formally assigned supervisory duties during the absence of the Public Works

Management Representative. Any assignment of supervisory duties will be at the sole discretion of the City.

Subd. 4. Employees properly notified as required in Article VII; Section B shall receive premium pay of \$1.00 per hour for the duration of a scheduled shift during the winter months that begins prior to 7 a.m.

Section B. Maintenance employees shall perform any type of maintenance work required to maintain roads, buildings or property of the City of Newport. Maintenance employees shall be required to operate any type of equipment owned by the City.

Section C. BOOT/ CLOTHING ALLOWANCE. The City will provide each employee a clothing allowance in the amount of six hundred dollars (\$600.00) over the term of this Agreement, but no more than three hundred dollars (\$300.00) can be spent in one calendar year. This allowance will allow Employees to purchase City approved jackets, bibs, t-shirts, polo type shirts, sweat shirts, safety boots/shoes, gloves, hats and safety glasses. ~~for the purchase of safety boots/shoes and additional winter clothing at a cost not to exceed six hundred dollars (\$600.00) over the term of this Agreement.~~

The articles of Clothing shall be chosen from a list approved by the Union Steward and City. The Public Works Superintendent shall approve and authorize the purchase of safety work boots/shoes. The City shall pay fifty percent (50%) of the cost of prescription safety glasses and the remaining balance may be deducted from the employee's Boot/Clothing Allowance at the employee's request.

ARTICLE X GRIEVANCE PROCEDURE

Section A. A grievance is defined as any dispute or disagreement between an employee and the City as to the interpretation or application of this agreement and shall not include proposed changes in the terms and conditions of this agreement, nor shall a grievance extend to matters of inherent managerial policy, the overall budget of the City, utilization of technology, the organizational structure or selection, direction and number of personnel.

Section B. A grievance shall not be valid for consideration unless the grievance is submitted in writing within twenty (20) days after the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section C. The employee and the City shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

Subd. 1. An effort shall first be made to adjust the grievance informally between the employee and supervisor. If the grievance cannot be resolved through informal discussion, then the grievance shall be submitted in writing to the supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated. The supervisor or his/her designee will give his/her written decision on the grievance within ten (10) days after receipt of the written grievance.

Subd. 2. In the event that the grievance is not resolved in Subd. 1, the decision rendered in Subd. 1 may be appealed to the City Administrator provided such appeal is made in writing and appealed to the City Administrator within five (5) days after receipt of the decision in Subd. 1. The City Administrator or his/her designee shall set a time to meet with the employee within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the City Administrator or his/her designee shall issue a decision in writing.

Subd. 3. In the event that the grievance is not resolved in Subd. 2, the decision rendered in Subd. 2 may be appealed to the City Council within five (5) days after receipt of the decision in Subd. 2. Said City Council shall consider such grievance at a meeting called within fifteen (15) days after said appeal is filed with the City Clerk.

Subd. 4. A grievance unresolved in Subd. 3 and appealed in Subd. 4, shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Subd. 4 may be appealed to Section F within fifteen (15) days following the EMPLOYER'S final answer in Subd. 4. Any grievance not appealed in writing to Section F by the UNION within fifteen (15) days, shall be considered waived.

Subd. 5. The employee in each of the above subdivisions may be accompanied by and represented by a person designated by him/her.

Section D. Failure by the employee to appeal a grievance from one subdivision to another within the time periods provided; therein, shall be deemed a waiver of the grievance. In computing time in the foregoing procedure, the word "day" shall constitute work days.

Section E. Failure by the City Council or the City employees to issue a decision within the time period provided herein shall constitute a denial of the grievance.

Section F. Arbitration Procedure: In the event that the employee and the City are unable to adjust any grievance as defined in Section A herein, the grievance may be submitted to binding arbitration.

Subd. 1. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Clerk within ten (10) days following the decision in Subd. 3 of the grievance procedure.

Subd. 2. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions outlined in this procedure.

Subd. 3. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 4. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties.

Subd. 5. Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript shall be made of the hearing. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript, and any other expenses which the parties mutually agree are necessary for the conduction of the arbitration.

Subd. 6. The arbitrator shall have jurisdiction over disputes or disagreements relating to matters properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to the proposed changes in terms and conditions of employment as defined herein and contained in a written agreement or memorandum of agreement as agreed to by the parties; nor

shall an arbitrator have jurisdiction over any matter which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Subd. 7. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within fifteen (15) days after the submission, attempt to agree upon the selection of an arbitrator. If no agreement is reached within ten (10) days, the parties may individually or jointly request the Bureau of Mediation Services to appoint an arbitrator, requesting that said appointment be made within thirty (30) days after the receipt of said request.

Subd. 8. Upon notice of the appointment of the arbitrator, the appealing party shall promptly forward to the arbitrator, with a copy to the City Clerk, the submission of the dispute, which shall include the following:

- a. Question or questions at issue.
- b. Statement of facts.
- c. Position of the grievant.
- d. The written documents on file relating to the grievance procedure.

ARTICLE XI INSURANCE

Section A. The City of Newport will contribute \$850 per month per employee in the aggregate for group health, life, and other insurance coverage. The 2013 and 2014 contribution rates shall equal the contribution rate established for all city employees effective January 1 of the respective years and include any and all retroactive payments and special source funding not to be less than the previous calendar year per month contribution.

ARTICLE XII SEVERANCE PAY

Section A. An employee will receive one hundred percent (100%) of accumulated vacation and holiday time, computed at the regular pay rate in effect at the time of severance or upon the employee's death. For purposes of severance, vacation leave will be earned monthly.

Section B. An employee will receive a severance payment equal to their current hourly wage times the appropriate hours as listed below:

10 years of service	60% of accumulated sick leave
15 years of service	70% of accumulated sick leave
20 years of service	80% of accumulated sick leave

Upon termination of employment with the City of Newport or an employee's death, "NONEXEMPT union member employees shall contribute 100%, of their sick leave severance payment to the Minnesota State Retirement System Health Care Savings Plan."

"NONEXEMPT union member employees shall also contribute one (1%) percent of their gross yearly salary to the Minnesota State Retirement System Health Care Saving Plan."

ARTICLE XIII ELIGIBILITY

Section A. The terms and conditions contained in this Agreement shall apply only to full-time employees. Part-time employees shall be defined as anyone who works less than thirty-six (36) hours in one week, or less than one hundred (100) days in any calendar year.

ARTICLE XIV SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

ARTICLE XV RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the City from subcontracting any or all of the work performed by employees covered by this Agreement.

**ARTICLE XVI
EDUCATION**

Fifty percent (50%) of College tuition will be refunded to an employee upon satisfactory completion of work-related courses at an accredited education institution with prior City Council written approval.

**ARTICLE XVII
DURATION**

This Agreement shall be effective as of the 1st day of January, 2012 and shall remain in full force and effect and expire at midnight on the 31st day of December, 2014.

IN WITNESS WHEREOF, the parties here to have set their hands:

FOR THE CITY OF NEWPORT:

FOR I.U.O.E. LOCAL NO. 49, AFL-CIO

Mayor

Glen D. Johnson, Business Manager

Clerk-Administrator

Todd Doncavage, ABR

Dated _____

Jason Joa, Steward

Dated _____

Statement Regarding Health Insurance Coverage
Premiums for Single Employees

Regarding the Master Labor Agreement between the City of Newport and the International Union of Operating Engineers, Local No. 49 – Public Works Department, Article XI – Insurance, concerning health insurance coverage premiums for single employees:

- Single employees will not contribute out-of-pocket health insurance premium coverage dollars unless the premium for single employee coverage exceeds the cap of \$850.00 per month per employee as authorized by the City Council.

DRAFT

LABOR AGREEMENT

BETWEEN

CITY OF NEWPORT

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #347)**

| Effective January 1, 20~~12~~09 through December 31, 201~~4~~1

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LABOR AGREEMENT
BETWEEN
THE CITY OF NEWPORT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #347)

This Agreement entered into this 1st day of January, by and between the City Council of the City of Newport, Washington County, Minnesota, hereinafter called the "City", and the Law Enforcement Labor Services, Inc., (Local #347), hereinafter called the "Union", for establishing working conditions, rates of pay, arbitration, seniority, vacations and other conditions governing employees in the Police Department in the City of Newport.

ARTICLE I. PURPOSE

The City and the Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize the Agreement as a pledge of this dedication. The City recognizes the Union as the exclusive representative for all law enforcement employees of the City of Newport, excluding the Chief of Police and Police Sergeant.

ARTICLE II. EMPLOYER AUTHORITY

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities, including municipal personnel policies and work rules. The prerogatives or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City, such as, but not limited to:

- 2.1 Direct Employees.
- 2.2 Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees.
- 2.3 Relieve employees from duties because of lack of work or other legitimate reasons.
- 2.4 Maintain the efficiency of the government operations.
- 2.5 Determine the methods, means, job classifications and personnel by which such operations are to be conducted.
- 2.6 Take whatever actions may be necessary to carry out the missions of the City in

situations of emergency.

- 2.7 Determine reasonable schedules of work and establish the methods or processes by which such work is performed.

ARTICLE III. UNION SECURITY

- 3.1 Dues Deduction: In recognition of the Union, as the exclusive representative, the Employer shall:
- a. Deduct from each payroll, an amount sufficient to provide payment of dues, or a fair-share deduction, as provided in Minnesota State Statute 179.65, Subdivision 2, if the employee elects not to become a member of the Union, from the wages of all employees authorizing, in writing, such a deduction; and
 - b. Remit such deduction to the appropriate designated officers of the Union.
- 3.2 Designation of Stewards: The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate.

ARTICLE IV. SENIORITY

In the event of lay off, due to lack of work, permanent employees with the least seniority shall be first to be laid off and in the event of rehire, the last employee laid off shall be the first to be rehired.

ARTICLE V. PAID ABSENCES

- 5.1 Sick Leave
- A. Sick leave days will accumulate at the rate of eight (8) hours per calendar month of service for full-time employees. Whenever an employee uses more sick leave than accumulated at the end of each month, the employee's pay will be reduced at the daily rate of pay for all days of absences in excess of accumulated sick leave.
 - B. Employees must work at least fourteen (14) days in any one calendar month for sick leave to accumulate for that month.

- C. Sick leave will be granted for actual sickness, temporary physical disability, or serious illness in the immediate family or quarantine.
- D. The City at its discretion may require a doctor's certificate showing the nature of any injury or illness.
- E. Holidays established by Article VI , which occur while an employee is on sick leave, shall not be deducted from the accumulated sick leave.
- F. Employees may voluntarily elect to donate sick leave to another employee.

5.2 Funeral Leave

- A. Three (3) days funeral leave not to be deducted from sick leave will be granted to full-time employees for death in the immediate family.
- B. An employee may be granted two (2) extra days leave, if needed, to be deducted from the employees' accrued vacation, sick, or compensatory time upon approval of the Chief of Police or the City Administrator.

5.3 Immediate Family

The immediate family shall consist of the following with no exceptions:

Spouse, Father, Mother, Brother, Sister, Son, Daughter, Father-in-law and Mother-in-law, Grandparents and Spouse's Grandparent

5.4 Jury Duty

- A. An employee called to serve on jury duty shall receive the difference between jury fees and his normal work day compensation.
- B. The employee must furnish all information necessary to substantiate such pay differential to the City to collect the jury duty claim.
- C. An employee must report to work if jury duty consists of four (4) or less hours in any one day.

ARTICLE VI. HOLIDAYS

6.1 All full-time employees shall be granted the following paid holidays:

New Year's Day	Independence Day
Veteran's Day	President's Day
Labor Day	Thanksgiving Day
Memorial Day	Christmas Day
Day after Thanksgiving	Martin Luther King Day

6.2 In addition to the holidays set forth in Section 6.1, each employee shall be entitled to two (2) eight (8) hour personal days per year to be designated at the employee's option, subject to the consent of the immediate supervisor, which consent shall not be unreasonably withheld.

Notice of such intended Personal day shall be given at least two (2) days in advance. Notice of such intended holiday shall be approved or disapproved within two (2) days of the request for the single Personal day. A new employee must work six (6) months prior to January 1, to be eligible for a Personal day.

6.3 A new employee during the first sixty (60) days of employment will not be granted holiday pay as indicated in Section 6.1 except for Christmas Day.

6.4 To be eligible for holiday pay, the employee must be at work on the day for which he is scheduled prior to the holiday and at work on the day for which he is scheduled following the holiday, unless absence is authorized in this Agreement.

ARTICLE VII. VACATIONS

7.1 Vacation Schedule. Full-time employees employed twelve (12) months a year shall earn paid vacation in accordance with the following schedule based on years of continuous employment:

- A. Following one full year of continuous service eighty (80) hours vacation.
- B. Following five (5) full years of continuous employment one hundred twenty (120) hours vacation.
- C. Following ten (10) full years of continuous employment one hundred sixty hours vacation.
- D. Following fifteen (15) full years of continuous employment one hundred eighty

(180) hours vacation.

E. Following twenty (20) full years of continuous employment two hundred (200) hours vacation.

7.2 Continuous Employment Credit. For the purpose of establishing continuous employment for earned vacation, employees shall be assigned an anniversary date for this section continuous employment date. Employees having less than one full year of continuous employment, prior to their anniversary date, shall earn a prorated amount of vacation as established by Section 7.1 of this Article.

7.3 Vacation Selection. The selection of vacation shall be by seniority until April 1st of each year. After April 1st vacation may be taken at any time during the basic work year mutually agreed upon by the employee and the employee's supervisor. Request for single days of vacation shall be approved or disapproved within two (2) days of the request.

7.4 Vacation Usage. Earned vacation may accumulate from vacation year to vacation year, up to a maximum of eighty (80) hours.

7.5 Vacation Compensation. Vacation compensation shall be paid at the employee's current base salary.

7.6 Holidays Occurring During Vacation. Holidays established by Article VI, which occur during an employee's scheduled vacation, shall not be deducted from earned vacation.

7.7 Separation. Employees who are terminated or resigned from employment will be compensated for all unused vacation provided that employees who resign have given at least fourteen (14) calendar days written notice of resignation.

ARTICLE VIII. HOURS

8.1 Hours of work shall be the regular assigned work schedule for all employees, which schedule shall not exceed 2,080 hours per year, including holidays and vacations.

8.2 A day is defined as commenced at ~~706~~:00 a.m. for the purpose of commencing a shift and holiday.

ARTICLE IX. WAGES

9.1 Patrolman Pay Rate: Wages shall be paid to patrolmen with more than two (2) years of service at the following rates and periods:

January 1, 20~~1209~~ - ~~December-June 3304~~, 20~~1309~~ ~~\$31.1029.46 (0.0%)~~

January-July 1, 2013 - December 31, 2013	\$31.41 30.20 (1.0%)
January 1, 2014 - June December 30, 2014	\$31.88 31.40 (1.5%)
<u>July 1, 2014 – December 31, 2014</u>	<u>\$32.04 (0.5%)</u>

9.2 New employees, ~~hired after January 1, 2009, hired~~ to the Police Department in the City of Newport shall be paid a starting salary equal to 85% of that provided for in Section 9.1, they shall be entitled to 90% of Section 9.1 after one (1) year of service, and -95% of Section 9.1 after two (2) years of service -until the rate of patrolman is reached, as provided in this Article. ~~Employees hired, prior to January 1, 2009, shall be entitled to 95% of Section 9.1 after one (1) year of service, and until the rate of patrolman is reached, as provided in this Article.~~

9.3 Employees assigned, by the Chief of Police, to perform the duties of a full time Investigator shall be paid an additional allowance per month as follows:

- For 2009 - \$267.50
- For 2010 - \$277.50
- For 2011 - \$287.50

This assignment or reassignment with cause shall not be subject to the grievance procedure.

9.4 Field Training Officer: An employee assigned the duties of training a new police officer shall receive compensation in the amount of 1 hours pay at straight time for each shift the officer is assigned FTO duties.

ARTICLE X. UNIFORMS

10.1 The Employer shall provide the complete initial uniform for new employees. All other full-time employees shall be entitled to receive uniform items in kind with a value of Seven Hundred Seventy dollars (\$770.00) for 2009, Seven Hundred Ninety dollars (\$790.00) for 2010 and Eight Hundred Ten dollars (\$810.00) for 2011.

Two Hundred (\$200.00) of the allowance may be carried over into the next calendar year. The Employer shall provide Newport Police Department approved footwear every two (2) years. Expenditures on footwear shall be credited against the Employer's obligation to provide an annual uniform allowance.

10.2 Investigators allowed to use their clothing allowance for duty related clothing.

ARTICLE XI. DISCIPLINE

11.1 The City will discipline employees for just cause only. Discipline will be in the form of:

- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Demotion, or
 - E. Discharge
- 11.2 Suspensions, demotions and discharges will be in written form.
- 11.3 Written reprimands, notice of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the Union will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under direct supervision of the City.
- 11.5 Discharges will be preceded by five (5) day suspension without pay.
- 11.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has given an opportunity to have a Union representative present at such questioning.
- 11.7 Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance procedure under Article XII of this Agreement.
- 11.8 No patrolman, after a period of no longer than twelve (12) months continuous employment thereafter, shall be removed or discharged except for just cause upon written charges and after an opportunity to be heard in his own defense before the City Council. Such hearing shall be held only after a request is made by the patrolman and such hearing shall be held within thirty (30) days of the date of the request for such a hearing.

ARTICLE XII. GRIEVANCE PROCEDURE

- 12.1 Grievance is any dispute or disagreement between an employee and the City as to the interpretation or application of this Agreement and shall not include proposed changes in the terms and conditions of this Agreement, nor shall grievance extend to matters of inherent managerial policy, the overall budget of the City, utilization of technology, the organizational structure or selection, direction and number of personnel.
- 12.2 Grievance shall not be valid for consideration unless the grievance is submitted in writing within twenty (20) days after the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof.
- 12.3 The employee and the City shall attempt to adjust all grievances which may arise during

the course of employment in the following manner.

STEP 1. An effort shall first be made to adjust the grievance informally between the employee and the supervisor. If the grievance cannot be resolved through informal discussion, then the grievance shall be submitted in writing to the supervisor setting forth the facts and the specific provisions of the agreement allegedly violated. The supervisor or his designee will give his written decision on the grievance within ten (10) days after receipt of the written grievance.

STEP 2. In the event that the grievance is not resolved in Step 1, the decision rendered in Step 1 may be appealed to the Administrator of the City provided such appeal is made in writing and appealed to the Administrator within ten (10) days after receipt of the decision in Step 1. The Administrator and his designee shall set a time to meet with the employee within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Administrator or his designee shall issue, a decision in writing.

STEP 3. In the event that the grievance is not resolved in Step 2, the decision rendered in Step 2 may be appealed to the City Council within ten (10) days after receipt of the decision in Step 2. The City Council shall consider such grievance at a meeting within fifteen (15) days after said appeal is filed within the City Clerk.

In each of the above steps, the employee may be accompanied by and represented by a person designated by him.

- 12.4 Failure by the employee to appeal a grievance from one step to another within the time periods provided therein shall be deemed a waiver of the grievance. For provisions of this Article, a day shall mean a period of time from 8:00 a.m. to 5:00 p.m. Monday through Friday only, not including legal holidays.
- 12.5 Failure by the City Council or the City employees to issue a decision within the time period provided herein shall constitute a denial of the grievance.
- 12.6 Arbitration Procedure: In the event that the employee and the City Council are unable to adjust any grievance as defined in Section 12.1 herein, the grievance may be submitted to binding arbitration.
 - A. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Clerk within ten (10) days following the decision in Section 12.2, Step 3 of the grievance procedure.
 - B. No grievance shall be considered by the Arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions outlined in this procedure.

- C. The grievance shall be heard by a single Arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the Arbitrator.
- D. Decisions by the Arbitrator in cases properly before him shall be final and binding upon the parties.
- E. Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in the connection with, presenting its case arbitration. A transcript shall be made of the hearing. The parties shall share equally fees and expenses of the Arbitrator, the cost of the transcript, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- F. The Arbitrator shall have jurisdiction over disputes or disagreements relating to matters properly before the Arbitrator shall not extend to the proposed changes in terms and conditions of employment as defined herein and contained in a written agreement or memorandum of agreement as agreed to by the parties; nor shall an Arbitrator have jurisdiction over any matter which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the Arbitrator extends to matters of inherent managerial policy, which shall include by are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- G. Upon the proper submission of the grievance under the terms of this procedure, the parties shall, within fifteen (15) days after the submission, attempt to agree to the selection of an Arbitrator. If no agreement is reached within ten (10) days, the parties may individually or jointly request the Bureau of Mediation Services to appoint an Arbitrator, requesting that said appointment be made within thirty (30) days after the receipt of said request.
- H. Upon notice of the appointment of the Arbitrator, the appealing party shall forward to the Arbitrator, with a copy to the City Clerk, the submission of the dispute, which shall include the following:
 - 1) Question or questions at issue.
 - 2) Statement of facts.
 - 3) Position of the grievant.
 - 4) The written documents on file relating to Section 1 2.6 of the grievance

procedure.

- I. Election of Remedies: If as a result of the written Employer's response at Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this Article, or a procedure such as Veteran's Preference or Human Rights Department. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure set forth herein. The aggrieved Employee shall indicate in writing which procedure is to be utilized, Step 3 of this Article or another appeal procedure, and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved Employee from making an additional appeal through Step 3 of the grievance procedure.

ARTICLE XIII. OVERTIME

13.1 All employees shall be paid at the rate of time and one-half for all hours worked in excess of the regular scheduled work hours.

13.2 In the event the employee is called for court duty when he is not on regular duty, the minimum pay shall be shown as below at time and one-half (1.5%) rate. An extension or early report to a regularly scheduled shift for court appearances does not qualify the employee for the two (2) hour minimum.

Rates will be as follows:

3 hours minimum for Stillwater Court Appearances

2 hours minimum for Cottage Grove Court Appearances

13.3 In the event the employee is called out for duty when he is not on regular duty, the minimum pay shall be two (2) hours wages at time and one-half rate.

13.4 Holiday Pay. Employees who are required to work on a holiday as shown in Article VI, Section 6.1, will be compensated in accordance to the following schedule:

A. For the first five (5) Holidays worked:

Two and one-half (~~2 1/2~~) times the basic rate of pay for the hours worked or one and one-half (~~1 1/2~~) times the basic rate of pay for the hours worked plus a day off, equal to one (1) ~~regular shift~~ eight (8) hour shift.

B. For Holidays worked in excess of five (5):

Double time (2) for each Holiday worked plus another eight (8) hour shift off or double time plus eight (8) hours pay at straight time. a day off at straight time or double time plus eight (8) hours pay at straight time.

- C. Employees who do not work on a holiday will be paid for one (1) eight (8) hour shift on a straight time basis or may take compensated time off equal to one eight (8) hour regular shift.

13.5 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked and shall be calculated to the nearest six (6) minutes.

13.6 Employees shall have the right to bank compensatory time, but in lieu of time off, Employees shall cash in their accumulated compensatory time to overtime anytime during the year it was earned.
~~Employees shall have the right to cash in their accumulated compensatory time to overtime anytime during the year.~~

ARTICLE XIV. INSURANCE

The Employer's contribution toward health, medical and life insurance coverage for bargaining unit members shall be the same as its contribution toward health insurance for other city employees of the Employer, provided that the contribution shall not fall below Four Hundred Twenty-five (\$425.00) per month.

ARTICLE XV. SEVERANCE PAY

Employees shall receive 60% of unused sick leave if the employee terminates in good standing after a minimum of 10 years service with the City and shall be applied toward the Employees Minnesota State Retirement Health Care Savings Plan.

ARTICLE XVI. ELIGIBILITY

The terms and conditions contained in this contract shall apply only to full-time employees and part-time employees shall define as anyone who works less than fourteen (14) hours in one week and less than sixty-seven (67) days in any calendar year.

ARTICLE XVII. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and Washington County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been

taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

ARTICLE XVIII. RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the City from subcontracting any or all of the work performed by employees covered by the Agreement.

ARTICLE XIX. DURATION

This Agreement shall be in full force and effect from January 1, ~~2009~~2012 and shall expire at midnight on December 31, ~~2014~~2012.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ___ day of _____, ~~2009~~2012.

CITY OF NEWPORT

LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL #347)

Mayor

Business Agent

City Administrator

Union Representative

~~MEMORANDUM OF UNDERSTANDING~~

~~— This Memorandum of Agreement is entered into between the City of Newport (hereafter “City” and Law Enforcement Labor Services, Inc. (Local 347) (hereafter “Union”).~~

~~— WHEREAS, THE City the Union are parties to a collective bargaining agreement in effect from January 1, 2009 through December 31, 2011 covering Police Officers; and~~

~~— WHEREAS, the City has agreed to implement a variation of a twelve (12) hour shift and eight (8) hour shift schedule on a trial basis effective January 1, 2010; and~~

~~— WHEREAS, the collective bargaining agreement language requires modification to accommodate this schedule.~~

~~— NOW, THEREFORE, The City and Union agree as follows:~~

~~1. Article XIII, Overtime shall be modified to provide:~~

~~— 13.4 Holiday Pay. Employees who are required to work on a holiday as shown in Article VI, Section 6.1, will be compensated in accordance to the following schedule:~~

~~A. For the first five (5) Holidays worked:~~

~~Two and one half (2.2) times the basic rate of pay for the hours worked or one and one half (1.2) times the basic rate of pay for the hours worked plus a day off, equal to one eight (8) hour shift.~~

~~B. For Holidays worked in excess of five (5):~~

~~Double time (2) for each Holiday worked plus a day off at straight time or double time plus eight (8) hours pay at straight time.~~

~~C. Employees who do not work on a holiday will be paid for one eight (8) hour shift on a straight time basis or may take compensated time off equal to one eight (8) hour shift.~~

~~13.5 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked and shall be calculated to the nearest six (6) minutes.~~

~~13.6 Employees shall have the right to bank compensatory time, but in lieu of time off, Employees shall cash in their accumulated compensatory time to overtime anytime during the year it was earned.~~

~~2. The Memorandum of Understanding may be reviewed and discussion upon request of either party after the one (1) year trial period.~~

~~3. This Memorandum of Understanding represents the complete and total agreement between the parties regarding this matter.~~

~~IN WITNESS WHEREOF, The Parties have caused this Memorandum of Understanding to be executed this ___ day of _____ 2009.~~

~~CITY OF NEWPORT~~

~~LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #347)~~

~~_____~~

~~_____~~

~~_____~~



MEMO

TO: Mayor and City Council
Brian Anderson, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: January 24, 2012

SUBJECT: Credit Card Payments

BACKGROUND

City staff presented information to the City Council at the November 3, 2011 Budget Workshop regarding the possibility of accepting credit cards as a source of payment. City staff provided information regarding both online payments and in-person payments through Wells Fargo and Payment Service Network (PSN). City staff recommended moving forward with PSN as it would be the least expensive route. Below is a brief overview of online and in-person payments through PSN.

Online Payments

For online payments the City can either pay the processing fee or pass it on to the resident. The City cannot pass a processing fee for in-person payments. PSN estimated that 15% (180) of the 1,200 utility customers would pay their utility bill online. It is also estimated that an average bill is \$80 per quarter. Given this, the City receives an average of \$96,000 per quarter for utility payments.

If the City were to pay the processing fee through PSN, it would pay a transaction fee in addition to the merchant fees for the different credit card companies. Given PSN's estimates, it was determined that the City would pay \$75 per month in processing fees for online payments. Additionally, PSN has a one-time fee of \$200 plus a monthly fee of \$12.95 for online payments. In addition, PSN requires an annual fee of \$89.00 for security compliance. In total, the City would pay \$95.37 per month in addition to the one-time fee.

If the City were to pass the processing fee onto the residents, the residents would be charged a fee of \$2.99 per transaction. The City would still be required to pay the one-time and monthly fees outlined in the above paragraph. Several municipalities pass on the processing fee to its residents.

In-Person Payments

In order for residents to pay with a credit card at City Hall, the City would need to purchase a swipe machine. Through this machine, residents could pay for miscellaneous fees such as building permits and licenses with a credit card at City Hall. PSN estimate that 50% of residents would pay with a credit card in person. The City cannot pass on the processing fee to residents if they are paying in person.

If the City were to purchase a swipe machine through PSN, it would pay a one-time fee of \$350.00 plus shipping. Additionally, the City would pay at most 2.2% of the monthly transactions that occur at City

Hall. It is estimated that the City receives an average of \$26,000 per month in miscellaneous fees such as building permits, rental fees, and licenses. Given this, the City would pay \$286 per month through PSN for in-person credit card payments plus a compliance fee of \$6 per month. In total, the City would pay PSN \$292 per month for in-person credit card payments.

DISCUSSION

At the time of discussion, the City Council seemed interested in moving forward with online payments only and passing the processing fee onto the residents. Staff recommended that the City only offer online payment for utility bills because most other payments, such as building permits, rental fees and licenses, require applications with the payment.

Attached for your review is an agreement with PSN for processing online payments. Below is information on the main points of the agreement:

- PSN will:
 - Provide residents and property owners with the ability to pay their utility bills online, up to \$300, by phone or by fax for a processing fee of \$2.99 per transaction
 - Provide residents and property owners with secured access to PSN's website where they will receive real-time access to their account information where they can set up recurring payments or one-time payments
 - Provide the City with secured access to their website where staff can receive real-time access to all account information such as transaction totals
 - Provide the City with training and will work with the City to integrate their system with Banyon
 - Provide all customer support regarding their services or website
- The City will:
 - Give PSN the authority to collect payments from residents and property owners who sign up on PSN's website
 - Work with PSN to resolve any residential/property owner disputes
- The agreement is for three (3) years

RECOMMENDATION

It is recommended that the City Council approve the attached agreement. If the City Council approves the agreement, staff will work with PSN to have online credit card payments available by March 31, 2012.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE (“Agreement”) is made as of [REDACTED] (insert date) (the “Effective Date”) between City of Newport, MN (“Account Holder”) and Payment Service Network, Inc. (“PSN”).

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder’s tenants and/or customers (“Customers”) can make payments through the PSN Web site, www.PaymentServiceNetwork.com (the “Site”), by facsimile transmission, or telephonically via 800# access. The Customers, and rental properties (if applicable), which are to be serviced pursuant to this Agreement are listed on Schedule “A” attached hereto. Additional Customers (or properties, if applicable) may be added hereafter, upon written agreement of the parties.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder’s registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the terms and conditions of the Site. PSN shall collect the “Fees” (as shown on Schedule “B”) from the Customers, or directly from Account Holder if Account Holder elects to assume responsibility for payment of such Fees, in the manner, amounts and pursuant to the terms set forth on Schedule “B”.
2. The Services to be provided by PSN (the “Services”) are as follows:
 - a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN’s payment network will also be required to register on the Site and will be bound by the terms and conditions set forth on the Site.
 - b. Account Holder is given real-time access to all account information via PSN’s administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by property/account, and specification by transaction/account type (e.g. rent, security deposit, amenity fees). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder’s management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.
 1. Said compatibility does not adversely affect, alter or change PSN’s established service;

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software.
 - c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the services that will be charged to the Customer for the services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN fees to Customers. At the discretion of Account Holder, such fees may be paid by Account Holder.
 - d. PSN will provide Account Holder with Check 21 Services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - e. PSN will provide Account Holder with V Post Services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
3. PSN reserves the right to modify the Services and fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material modifications to the Services or fees and service charges by electronic means to a designated representative of Account Holder or by written notice at least 30 days prior to the effective date of any such modifications.
 4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:
 - a. Credit Card Transactions:
 1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

Account Holder agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.

2. Account Holder will be charged a fee of Fifteen Dollars (\$15.00) for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the Fifteen Dollars (\$15.00) chargeback fee for the purpose of charging it back to the Customer.
- b. ACH - Checking and Savings Account Transactions:
 1. Problem transactions: NSF, Invalid Account, Receivers Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:
 - a. PSN will notify Account Holder and Customer of said problem;
 - b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.
 - c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.
5. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date (the "Initial Term"), and shall automatically extend for additional period of one (1) year (each, an "Extension Term") unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or any Extension Term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days' prior written notice and payment of Five Hundred Fifty Dollars (\$550.00) to PSN as an early termination fee. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of one hundred eighty (180) days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

this Agreement, including without limitation, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds.

6. This Agreement may not be assigned by Account Holder without PSN's prior written consent. If PSN gives consent to assignment of this Agreement by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B. PSN may assign this Agreement.
7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.
8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers listed in Schedule A, or as otherwise provided by Account Holder to PSN in electronic format, and all other Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation, MasterCard and Visa), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (f) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv) should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

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9. Account Holder agrees to defend, indemnify, and hold PSN harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of Account Holder's representations and warranties contained in this Agreement; (b) Account Holder's breach of any covenant or obligation contained in this Agreement; (c) any claims or disputes arising under any agreement between Account Holder and a Customer (or any third party) or otherwise relating to the relationship between Account Holder and a Customer (or any third party) including, without limitation, any dispute over the amount owed by a Customer to Account Holder (other than claims relating to PSN fees); and (d) any claims or disputes caused in whole or in part by the information or directions provided to PSN by Account Holder.
10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder. Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.
 - a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitials web pages, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transaction of a Customer from Account Holder's Web site to the Site.
 - b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquiries.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

- c. PSN's privacy policy shall make any disclosures, or obtain any Customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.
 - d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits accruing from the use of such Marks shall automatically vest in Account Holder.
12. EXCEPT AS SET FORTH IN PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER AND/OR ITS CUSTOMERS HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S AND/OR ITS CUSTOMERS' ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER, ACCOUNT HOLDER'S CUSTOMERS OR ACCOUNT HOLDER'S EMPLOYEES OR AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEBSITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR ACCOUNT HOLDER'S CUSTOMERS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY TO ACCOUNT HOLDER, CUSTOMERS, OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

AND ITS CUSTOMERS TO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. PSN SHALL NOT BE LIABLE TO ACCOUNT HOLDER, CUSTOMERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS PROFITS) OR PUNITIVE DAMAGES FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF PSN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

14. PSN agrees to procure and maintain the following insurance policies and bond in no less than the following minimum amounts (or such other minimum amounts, if higher, as required by law):

Errors and Omissions Professional Liability Coverage

\$1,000,000 Each Claim; \$1,000,000 Aggregate; \$10,000 Deductible

Commercial Umbrella Liability Coverage

\$2,000,000 Each Occurrence; \$2,000,000 Aggregate; \$10,000 Retained Limit

Commercial Crime Coverage

\$250,000 Form A - Blanket Employee Dishonesty; \$250,000 Form B - Forgery or Alteration; \$10,000 Form C - Money and Securities; \$250,000 Business Service Bond; \$2,500 Deductible

Commercial General Liability Coverage

\$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal and Advertising Injury; \$1,000,000 Each Occurrence; \$100,000 Fire Damage; \$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage

\$100,000 Accident; \$500,000 Policy Limit; \$100,000 Each Employee

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without application of its conflicts of law principles. For the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement, the parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin. The parties hereby submit to the exclusive jurisdiction of the federal and state courts situated in Dane County, Wisconsin, and agree not to raise any objection to or defense based upon the venue of said courts.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.

16. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.
17. The undersigned warrants and represents that he/she has all requisite authority to execute this Agreement on behalf of Account Holder, and that he/she is authorized to bind Account Holder to the terms of this Agreement.
18. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. Faxed, photocopied and scanned signatures shall be acceptable to and legally binding on the parties to this Agreement. No party to this Agreement shall raise the use of a facsimile machine, email transmissions, or other electronic transmission to deliver a signature or the fact that any signature or this Agreement were transmitted or communicated through the use of facsimile machine, by email, or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCOUNT HOLDER

Company: _____

Signature: _____

Print Name: _____

Title: _____

PAYMENT SERVICE NETWORK, Inc.

By: _____

Name: Marll Thiede

Title: CFO

Payment Service Network, Inc.
2901 International Lane, Suite 101
Madison, WI 53704
608-442-5088 Direct
608-442-5116 Fax
877-390-7368 Toll Free

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "A" [Fill out sections I, II and III]

I. Corporate Office Information

Contact Name:

Business Name:

Address:

City, State, ZIP:

Telephone:

Fax:

Email:

II. List of Properties, Accounts or Services: (Please use a separate sheet if needed or supply an Excel spreadsheet if possible.)

Total Number Payers	Service Description or Property Name	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Contact Person	Email	Phone Number
1,200	Utility Payment	NA	NA	NA	NA

III. Depositing and Invoicing Instructions and Request for Voided Check(s):

- Please indicate by checking the appropriate box how you want PSN to debit its fees from your bank account(s).
 - PSN should invoice and take its fees from the same bank account(s) to which it is depositing funds
 - PSN should invoice and take its fees from a different bank account than the one to which it is depositing funds
- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, and/or a voided check of the account from which PSN will debit its fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s), on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which service, property or account (from the list above) it represents.
- In order to debit fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Newport, MN

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
<input checked="" type="checkbox"/>	One-time Setup		\$199.00	Paid by Account Holder	
<input checked="" type="checkbox"/>	Web Customization	Basic Included	\$	NA	
<input checked="" type="checkbox"/>	Training	Included	\$	NA	
<input checked="" type="checkbox"/>	Software Integration	Included	\$	NA	
<input type="checkbox"/>	Custom Programming		\$	NA	
<input type="checkbox"/>	Integrated Point of Sale (IPOST) Setup		\$	NA	
<input type="checkbox"/>	Check Scanning Equipment		\$	NA	
<input type="checkbox"/>	Credit Card Swipe Machine		\$	NA	
Monthly Fees					
<input checked="" type="checkbox"/>	Gateway for each PSN Account	\$12.95	\$12.95	Paid by Account Holder	
<input type="checkbox"/>	Bank Bill Pay eSolution		\$	NA	
<input type="checkbox"/>	eCash Solution		\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA	
<input type="checkbox"/>	Integrated Point of Sale (IPOST)		\$	NA	
Transaction Fees (all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/> Online	Gross Deposit	\$2.99	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Gross Deposit	\$2.99	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Gross Deposit	\$2.99	Paid by Customer
<input checked="" type="checkbox"/>	Credit Card Payments Accepted <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express	<input checked="" type="checkbox"/> Online	Gross Deposit	\$2.99	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Gross Deposit	\$2.99	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Gross Deposit	\$2.99	Paid by Customer
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)	NA	\$	NA	
<input type="checkbox"/>	eCash Solution	NA	\$	NA	
<input type="checkbox"/>	Integrated Scanned Paper Checks (Check 21 or RDC)	NA	\$	NA	
<input type="checkbox"/>	Virtual Point of Sale Terminal (VPOST)	NA	\$	NA	
<input type="checkbox"/>	Integrated Point of Sale (IPOST for credit cards)	NA	\$	NA	
<input type="checkbox"/>	Credit Card Swipe	NA	\$	NA	
<input type="checkbox"/>	Cash Distribution	NA	\$	NA	
Other Fees					
<input checked="" type="checkbox"/>	Annual Security Compliance (billed annually)	Due each December	\$89.00	Paid by Account Holder	
<input type="checkbox"/>	Outbound Auto-Call Messaging	Only answered calls get assess the fee; recording device pickups are considered answered.	\$ for first 2 minutes and \$ for each additional minute.	NA	
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)		\$35.00	Paid by Customer	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)		\$	NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)		\$15.00	Paid by Account Holder	

If this box is checked, it indicates that Account Holder also has an agreement with a Merchant Provider.

If this box is checked, it indicates that Account Holder will be billed per item fees for credit card transactions by the Merchant Provider

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" continued Fee Schedule for Newport, MN

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN.

ACCOUNT HOLDER:

Signature: _____

Date: _____

Print Name: _____

Title: _____



MEMO

TO: Mayor and City Council
Brian Anderson, City Administrator

FROM: Renee Helm, Executive Analyst

DATE: January 24, 2012

SUBJECT: iPad Policy

BACKGROUND

The City Council recently discussed purchasing seven Apple iPads for the City Council and two staff members at a cost of \$3,493. Half of the funds for this expenditure would be taken from the Recycling Account and the other half would be taken from the General Fund IT Account. The City's current IT policy does not cover the use of City-owned iPads. Staff feels that a policy on City-owned iPads would be a good addition to its current IT policy.

DISCUSSION

The attached policy allows City Council and advisory board members to properly utilize City-owned iPads. Per the policy, each iPad issued to members of the City Council and advisory boards are the property of the City and shall be returned to the City Administrator at the end of their term. Members are responsible for the iPad that is checked out to them and must reasonably maintain and care for it. Furthermore, the policy outlines prohibited activities such as downloading/installing software without permission, sharing password information, or engaging in uses that are not related to City work. City staff feels that the attached policy best fits the City's needs in regards to City-owned iPad but is open for discussion.

RECOMMENDATION

It is recommended that the City Council approve the attached iPad policy.

NEWPORT IPAD POLICY

PURPOSE:

The purpose of this policy is to protect the City's iPads and its contents from being harmed by external individuals. This policy shall apply only to Council Members and advisory board members.

POLICY:

City-owned iPads issued to members of the City Council and advisory boards are the property of the City of Newport and shall remain the property of the City. Each member shall return the equipment to the City Administrator at the end of their term or as directed by the City Administrator for routine maintenance and upgrades.

It is the responsibility of the member to reasonably maintain and care for the electronic equipment while in their possession. If a member has any issues with their equipment, the member must immediately return the equipment to the City Administrator.

Members are allowed to:

- Send and receive emails.
- Review City related business documents provided by the City.
- Browse the internet for items related to City business.
- Check social media web sites for items related to City business
- Take and send pictures/video related to City business.

Members must not:

- Share password information with anyone else.
- Allow others to use the City's iPads.
- Circumvent, attempt to circumvent, or assist others in circumventing security controls in place to protect the privacy and integrity of data stored on the City's iPads.
- Knowingly download or install software or applications onto the City's iPads unless it has been approved by the City Administrator.
- Knowingly delete software, applications or documents from the City's iPads unless it has been approved by the City Administrator.
- Engage in activities that interfere with or disrupt network users, equipment or service.
- Engage in inappropriate uses, including:
 - Activities that violate State or Federal law/regulation
 - Wagering or betting
 - Harassment, threats to or defamation of others, stalking, and/or illegal discrimination
 - Fund-raising, private business, or commercial activity, unless it is related to the mission of the City
 - Storage, display, transmission, or intentional/solicited receipt of material that is or may be reasonably regarded as sexually explicit
 - Spamming through widespread dissemination of unsolicited and unauthorized email messages



MEMO: MS4 Ordinance Requirement - Illicit Discharge & Connection

TO: *Newport City Council*

From: *Jim Stremel, P.E.*

Date: *January 26, 2012*

1. MS4 ORDINANCE REQUIREMENT:

As a part of the City's Municipal Separate Storm Sewer System (MS4) permit, the MPCA requires that the City have an ordinance giving regulatory authority to the City to prohibit (non-stormwater) illicit discharges and connections from entering the City's MS4. This is a separate set of requirements from those that govern general stormwater management practices for construction and/or property development.

The main objectives of the draft ordinance are:

1. To regulate the contribution of pollutants to the MS4 by storm water discharges by any user.
2. To prohibit illicit connections and discharges to the MS4.
3. To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with the ordinance.

The draft ordinance provided in the packet was based on a model ordinance provided by the MPCA. It is a thorough ordinance covering all aspects of defining and prohibiting illicit discharges and connections including violation notices, enforcement measures, penalties, and an appeals process among others. The MPCA will require that the City address all of the components of the ordinance, but if the City determines that there are already other ordinances covering certain aspects in similar form, these sections could be eliminated to reduce overlap and confusion. In general, the sections (highlighted) in question include 1025.14 "Violations, Enforcement, and Penalties" through 1025.17 "Cost of Abatement of the Violation". The City simply needs to demonstrate that there is another mechanism covering the critical aspects of the ordinance.

2. ACTION RECOMMENDED:

The MPCA will require that this ordinance is approved by the City by March of 2012. It is our recommendation that the City Council approve the draft ordinance subject to any comments so that it can be revised and published in the local paper.

**CITY OF NEWPORT
ORDINANCE 2012-3**

AN ORDINANCE OF THE CITY OF NEWPORT, MINNESOTA, ADDING SECTION 1025, ILLICIT DISCHARGE AND CONNECTION, TO THE CITY OF NEWPORT CODE OF ORDINANCES

THE CITY COUNCIL OF THE CITY OF NEWPORT, MINNESOTA, HEREBY ORDAINS THAT:

Section 1025 – Illicit Discharge and Connection

1025.01 Statutory Authorization

This ordinance is adopted pursuant to Minnesota Statutes Section 462.351 (1990).

1025.02 Purpose and Intent

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of **City of Newport** through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

- (1) To regulate the contribution of pollutants to the MS4 by storm water discharges by any user.
- (2) To prohibit illicit connections and discharges to the MS4.
- (3) To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this ordinance.

1025.03 Definitions

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning stated below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.

1. **Authorized Enforcement Agency.** City Administrator or other Staff as designated to enforce this ordinance by the City Council.
2. **Best Management Practices (BMPs).** Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. BMP's shall be the more stringent as defined by the Minnesota Pollution Control Agency or by the South Washington Watershed District
3. **Clean Water Act.** The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
4. **Construction Activity.** Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
5. **Hazardous Materials.** Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
6. **Illegal Discharge.** Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 8 of this ordinance.
7. **Illicit Connections.** An illicit connection is defined as either of the following:

- (a) Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
 - (b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.
8. **Industrial Activity.** Activities subject to NPDES Industrial Storm Water Permits as defined in 40 CFR, Section 122.26 (b)(14).
 9. **Minnesota Pollution Control Agency (MPCA).** The Minnesota Pollution Control Agency is the governing body in the State of Minnesota responsible for monitoring environmental quality and enforcing environmental regulations. Included with this oversight is the enforcement of the City's Municipal Separate Storm Sewer System (MS4).
 10. **Municipal Separate Storm Sewer System (MS4).** The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the **City of Newport** and designed or used for collecting or conveying storm water, and that is not used for collecting or conveying sewage.
 11. **National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit.** The permit issued by the Minnesota Pollution Control Agency (MPCA) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
 12. **Non-Storm Water Discharge.** Any discharge to the storm drain system that is not composed entirely of storm water, or snowmelt.
 13. **Person.** Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
 14. **Pollutant.** Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
 15. **Premises.** Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
 16. **Storm Drainage System.** Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
 17. **Storm Water.** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
 18. **Storm Water Management Plan.** A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Storm Water, Storm Water Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.
 19. **Wastewater.** Any water or other liquid, other than uncontaminated storm water, discharged from a residence, business, or other facility.

1025.04 Applicability

This ordinance shall apply to all water entering the storm drain system, serving the area encompassed by the municipal boundary and as generated on any developed and undeveloped lands unless explicitly exempted by the **City of Newport**.

1025.05 Responsibility for Administration

The **City of Newport** shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the **City of Newport** may be delegated in writing by the Administrator of the **City of Newport** to persons or entities acting in the beneficial interest of or in the employ of the City.

1025.06 Compatibility With Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

1025.07 Severability

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

1025.08 Ultimate Responsibility

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

1025.09 Discharge Prohibitions

Subd. 1 Prohibitions of Illegal Discharges

No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than storm water.

The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (1) Discharges associated with water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
- (2) Discharges or flow from firefighting, and other discharges specified in writing by the **City of Newport** as being necessary to protect public health and safety.
- (3) Discharges associated with dye testing, however this activity requires a verbal notification to the **City of Newport** prior to the time of the test.
- (4) The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Minnesota Pollution Control Agency (MPCA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

Subd. 2 Prohibitions of Illegal Connections

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
- (4) Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the **City of Newport**.
- (5) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the **City of Newport** requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the **City of Newport**.

1025.10 Industrial or Construction Activity Discharges

Subd. 1 Submission of permit application or (notice of intent) to City of Newport

- (1) Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the **City of Newport** prior to the allowing of discharges to the MS4.
- (2) The operator of a facility required to have an NPDES permit to discharge storm water associated with industrial activity or construction site activity shall submit a copy of the completed permit application (notice of intent) to the **City of Newport** at the same time the operator submits the original completed permit application to the Minnesota Pollution Control Agency (MPCA) as applicable.
- (3) The copy of the permit application may be delivered to the **City of Newport** either in person or by mailing it to:
City of Newport
Attention: City Administrator
596 7th Avenue
Newport, MN 55055
- (4) A person commits an offense if the person operates a facility that is discharging storm water associated with industrial activity without having submitted a copy of the permit application to the **City of Newport**.

1025.11 Compliance Monitoring

Subd. 1 Right of Entry: Inspection and Sampling

The **City of Newport** shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance.

- (1) If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the **City of Newport**.
- (2) Facility operators shall allow the **City of Newport** ready access to all parts of the premises for the purposes of inspection, sampling, examination, and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (3) The **City of Newport** shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the **City of Newport** to conduct monitoring and/or sampling of the facility's storm water discharge.
- (4) The **City of Newport** has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.

- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the **City of Newport** and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) Unreasonable delays in allowing the **City of Newport** access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the **City of Newport** reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

Subd. 2 Search Warrants

If the **City of Newport** has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the **City of Newport** may seek issuance of a search warrant from any court of competent jurisdiction.

1025.12 Requirement to Prevent, Control, and Reduce Storm Water Pollutants By The Use of Best Management Practices

City of Newport has adopted Best Management Practices in Section 1371 of the City Code as well as the Public Works Design Manual for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the state as defined by the MPCA. The owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section. These BMPs shall be part of a Storm Water Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

1025.13 Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the State of Minnesota, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the **City of Newport** in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the **City of Newport** within **5** business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least **2** years.

Failure to provide notification of a release as provided above is a violation of this ordinance.

1025.14 Violations, Enforcement, and Penalties

Subd. 1 Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the **City of Newport** is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The **City of Newport** is authorized to seek costs of the abatement as outlined in **Section 17**.

Subd. 2 Warning Notice

When the **City of Newport** finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, the **City of Newport** may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the **City of Newport** to take any action, including emergency action or any other enforcement action, without first issuing a Warning Notice.

Subd. 3 Notice of Violation

Whenever the **City of Newport** finds that a person has violated a prohibition or failed to meet a requirement of this ordinance, the **City of Newport** may order compliance by written notice of violation to the responsible person.

Subd. 4 Compensatory Action In addition to enforcement proceedings, penalties, and remedies authorized by this ordinance, the **City of Newport** may impose upon a violator additional compensatory actions, such as storm drain stenciling or signing, attendance at compliance workshops, creek and drainage way cleanup, etc.

Subd. 5 Suspension of MS4 Access

(1) Emergency Cease and Desist Orders

When the **City of Newport** finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the **City of Newport** may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:

- a. Immediately comply with all ordinance requirements; and
- b. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

Any person notified of an emergency order directed to it under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the **City of Newport** may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The **City of Newport** may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the **City of Newport** that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the **City of Newport** within 7 days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

(2) Suspension due to Illicit Discharges in Emergency Situations

The **City of Newport** may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and

substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the **City of Newport** may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

(3) Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Newport will notify a violator of the proposed termination of its MS4 access. The violator may petition the City of Newport for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Newport.

Subd. 6 Civil Penalties

Civil penalties are identified in the City's administrative procedures attachment to this ordinance which by reference hereto apply to this ordinance.

Subd. 7 Criminal Prosecution

Criminal prosecution procedures are identified in the City's administrative procedures attachment to this ordinance which by reference hereto apply to this ordinance.

1025.15 Appeal of Notice of Violation

Any person receiving a Notice of Violation may appeal the determination of the **City of Newport**. The notice of appeal must be received within **14** days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within **30** days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

1025.16 Enforcement Measures After Appeal

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within **14** days of the decision of the municipal authority upholding the decision of the **City of Newport**, then representatives of the **City of Newport** shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

1025.17 Cost of Abatement of the Violation

Within **14** days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within **14** days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the **City of Newport** by reason of such violation. The liability shall be paid in not more than **12** equal payments. Interest at the maximum percent per annum rate permitted by state law Interest shall be assessed on any remaining outstanding balance beginning on the **30th** day following discovery of the violation.

1025.18 Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

1025.19 Remedies Not Exclusive

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the **City of Newport** to seek cumulative remedies.

The **City of Newport** may recover all attorney’s fees, including costs of expert witnesses called to testify on the City’s behalf, court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

1025.20 Adoption of Ordinance

This ordinance shall be in full force and effect **30** days after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

The foregoing Ordinance was moved by Councilmember _____ and seconded by Councilmember _____.

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative:

Effective Date

This Ordinance becomes effective upon its passage and publication according to law.

Adopted by the City Council of the City of Newport, Minnesota on the 2nd day of February 2012.

Signed: _____
Tim Geraghty, Mayor

Attest: _____
Brian Anderson, City Administrator

Section 1025 – Illicit Discharge and Connection (Draft)

1025.01 Statutory Authorization

This ordinance is adopted pursuant to Minnesota Statutes Section 462.351 (1990).

1025.02 Purpose and Intent

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of **City of Newport** through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

- (1) To regulate the contribution of pollutants to the MS4 by storm water discharges by any user.
- (2) To prohibit illicit connections and discharges to the MS4.
- (3) To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this ordinance.

1025.03 Definitions

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning stated below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.

1. **Authorized Enforcement Agency.** City Administrator or other Staff as designated to enforce this ordinance by the City Council.
2. **Best Management Practices (BMPs).** Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. BMP's shall be the more stringent as defined by the Minnesota Pollution Control Agency or by the South Washington Watershed District
3. **Clean Water Act.** The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
4. **Construction Activity.** Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
5. **Hazardous Materials.** Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
6. **Illegal Discharge.** Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 8 of this ordinance.
7. **Illicit Connections.** An illicit connection is defined as either of the following:

- (a) Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
 - (b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.
8. **Industrial Activity.** Activities subject to NPDES Industrial Storm Water Permits as defined in 40 CFR, Section 122.26 (b)(14).
 9. **Minnesota Pollution Control Agency (MPCA).** The Minnesota Pollution Control Agency is the governing body in the State of Minnesota responsible for monitoring environmental quality and enforcing environmental regulations. Included with this oversight is the enforcement of the City's Municipal Separate Storm Sewer System (MS4).
 10. **Municipal Separate Storm Sewer System (MS4).** The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the **City of Newport** and designed or used for collecting or conveying storm water, and that is not used for collecting or conveying sewage.
 11. **National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit.** The permit issued by the Minnesota Pollution Control Agency (MPCA) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
 12. **Non-Storm Water Discharge.** Any discharge to the storm drain system that is not composed entirely of storm water, or snowmelt.
 13. **Person.** Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
 14. **Pollutant.** Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
 15. **Premises.** Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
 16. **Storm Drainage System.** Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
 17. **Storm Water.** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
 18. **Storm Water Management Plan.** A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Storm Water, Storm Water Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.
 19. **Wastewater.** Any water or other liquid, other than uncontaminated storm water, discharged from a residence, business, or other facility.

1025.04 Applicability

This ordinance shall apply to all water entering the storm drain system, serving the area encompassed by the municipal boundary and as generated on any developed and undeveloped lands unless explicitly exempted by the **City of Newport**.

1025.05 Responsibility for Administration

The **City of Newport** shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the **City of Newport** may be delegated in writing by the Administrator of the **City of Newport** to persons or entities acting in the beneficial interest of or in the employ of the City.

1025.06 Compatibility With Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

1025.07 Severability

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

1025.08 Ultimate Responsibility

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

1025.09 Discharge Prohibitions

Subd.1 Prohibitions of Illegal Discharges

No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than storm water.

The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (1) Discharges associated with water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
- (2) Discharges or flow from firefighting, and other discharges specified in writing by the **City of Newport** as being necessary to protect public health and safety.
- (3) Discharges associated with dye testing, however this activity requires a verbal notification to the **City of Newport** prior to the time of the test.
- (4) The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Minnesota Pollution Control Agency (MPCA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

Subd.2 Prohibitions of Illegal Connections

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

- (4) Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the **City of Newport**.
- (5) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the **City of Newport** requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the **City of Newport**.

1025.10 Industrial or Construction Activity Discharges

Subd.1 Submission of permit application or (notice of intent) to City of Newport

- (1) Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the **City of Newport** prior to the allowing of discharges to the MS4.
- (2) The operator of a facility required to have an NPDES permit to discharge storm water associated with industrial activity or construction site activity shall submit a copy of the completed permit application (notice of intent) to the **City of Newport** at the same time the operator submits the original completed permit application to the Minnesota Pollution Control Agency (MPCA) as applicable.
- (3) The copy of the permit application may be delivered to the **City of Newport** either in person or by mailing it to:
City of Newport
Attention: City Administrator
596 7th Avenue
Newport, MN 55055
- (4) A person commits an offense if the person operates a facility that is discharging storm water associated with industrial activity without having submitted a copy of the permit application to the **City of Newport**.

1025.11 Compliance Monitoring

Subd.1 Right of Entry: Inspection and Sampling

The **City of Newport** shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance.

- (1) If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the **City of Newport**.
- (2) Facility operators shall allow the **City of Newport** ready access to all parts of the premises for the purposes of inspection, sampling, examination, and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (3) The **City of Newport** shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the **City of Newport** to conduct monitoring and/or sampling of the facility's storm water discharge.
- (4) The **City of Newport** has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the **City of Newport** and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) Unreasonable delays in allowing the **City of Newport** access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the **City of Newport** reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

Subd.2 Search Warrants

If the **City of Newport** has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the **City of Newport** may seek issuance of a search warrant from any court of competent jurisdiction.

1025.12 Requirement to Prevent, Control, and Reduce Storm Water Pollutants By The Use of Best Management Practices

City of Newport has adopted Best Management Practices in Section 1371 of the City Code as well as the Public Works Design Manual for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the state as defined by the MPCA. The owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section. These BMPs shall be part of a Storm Water Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

1025.13 Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the State of Minnesota, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the **City of Newport** in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the **City of Newport** within **5** business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least **2** years.

Failure to provide notification of a release as provided above is a violation of this ordinance.

1025.14 Violations, Enforcement, and Penalties

Subd.1 Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the **City of Newport** is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The **City of Newport** is authorized to seek costs of the abatement as outlined in **Section 17**.

Subd.2 Warning Notice

When the **City of Newport** finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, the **City of Newport** may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieves the alleged violator of liability for

any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the **City of Newport** to take any action, including emergency action or any other enforcement action, without first issuing a Warning Notice.

Subd.3 Notice of Violation

Whenever the **City of Newport** finds that a person has violated a prohibition or failed to meet a requirement of this ordinance, the **City of Newport** may order compliance by written notice of violation to the responsible person.

Subd.4 Compensatory ActionIn addition to enforcement proceedings, penalties, and remedies authorized by this ordinance, the **City of Newport** may impose upon a violator additional compensatory actions, such as storm drain stenciling or signing, attendance at compliance workshops, creek and drainage way cleanup, etc.

Subd.5 Suspension of MS4 Access

(1) Emergency Cease and Desist Orders

When the **City of Newport** finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the **City of Newport** may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:

- a. Immediately comply with all ordinance requirements; and
- b. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

Any person notified of an emergency order directed to it under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the **City of Newport** may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The **City of Newport** may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the **City of Newport** that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the **City of Newport** within 7 days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

(2) Suspension due to Illicit Discharges in Emergency Situations

The **City of Newport** may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the **City of Newport** may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

(3) Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Newport will notify a violator of the proposed termination of its MS4 access. The violator may petition the City of Newport for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Newport.

Subd.6 Civil Penalties

Civil penalties are identified in the City's administrative procedures attachment to this ordinance which by reference hereto apply to this ordinance.

Subd.7 Criminal Prosecution

Criminal prosecution procedures are identified in the City's administrative procedures attachment to this ordinance which by reference hereto apply to this ordinance.

1025.15 Appeal of Notice of Violation

Any person receiving a Notice of Violation may appeal the determination of the **City of Newport**. The notice of appeal must be received within **14** days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within **30** days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

1025.16 Enforcement Measures After Appeal

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within **14** days of the decision of the municipal authority upholding the decision of the **City of Newport**, then representatives of the **City of Newport** shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

1025.17 Cost of Abatement of the Violation

Within **14** days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within **14** days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the **City of Newport** by reason of such violation. The liability shall be paid in not more than **12** equal payments. Interest at the maximum percent per annum rate permitted by state law Interest shall be assessed on any remaining outstanding balance beginning on the **30th** day following discovery of the violation.

1025.18 Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

1025.19 Remedies Not Exclusive

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the **City of Newport** to seek cumulative remedies.

The **City of Newport** may recover all attorney's fees, including costs of expert witnesses called to testify on the City's behalf, court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

1025.20 Adoption of Ordinance

This ordinance shall be in full force and effect **30** days after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.



MEMO: 2012 North Ravine Area Drainage Improvements – Accepting Bids and Awarding Contract

TO: *Newport City Council*

From: *John Stewart P.E. City Engineer*

Date: *January 26, 2012*

1. INTRODUCTION:

On January 17, 2012 the City received bids for the North Ravine Area Drainage Improvement Project. There were a total of 13 bids received and all were compliant in submission of the necessary bid documents. The bids ranged in price from \$1,533,317.58 to \$2,183,137.63. We attribute the range in bids to the complexity of the project as well as the time of the year.

2. SCHEDULE & NEXT STEPS:

The next step in the special assessment process pursuant to Chapter 429 of the State Statutes is for the City to pass a resolution accepting the bids and awarding the contract. At this time, the Contractor has submitted the necessary paperwork to the Civil Rights Office at the Minnesota Department of Transportation (MnDOT) and is awaiting clearance for their Disadvantaged Business Enterprise (DBE) contracting goal. In consideration of the required MnDOT process, we ask that the Council pass the resolution contingent upon clearance of the DBE goal. This allows the City to finalize the contract and notify the Contractor to proceed with the project as soon as MnDOT clearance is received. Once DBE clearance is granted and the City has finalized the contract with the contractor, the City Council should then consider ordering the assessment hearing.

In discussions with the Contractor, they would like to get started in March or early April depending on City and MnDOT approval. The contract requires that the project is substantially complete by September 14, 2012.

3. ACTION RECOMMENDED:

Enclosed is a draft resolution "Accepting Bids and Awarding the Contract". If the Council wishes to pass the resolution we recommend doing so contingent upon clearance by the Minnesota Department of Transportation.

RESOLUTION NO. 2012-2

A RESOLUTION ACCEPTING BIDS AND AWARDING THE CONTRACT FOR THE 2012 NORTH RAVINE AREA DRAINAGE IMPROVEMENTS

WHEREAS, pursuant to an advertisement for bids for Improvement No. 2011-01, the improvement of Valley Road between Ford Road and 21st Street and 21st Street from 220 feet west of and 160 feet east of Valley Road by regrading and improving the road surface, drainage, storm sewer conveyance system, as well as drainage improvements through the adjacent ravine north to the Sterling Street area, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Park Construction Company	\$1,533,317.58
Max Steininger, Inc.	\$1,625,812.23
Veit & Company	\$1,675,911.76
Peterson Companies, Inc.	\$1,717,760.36
Meyer Contracting, Inc	\$1,787,453.80
Rachel Contracting, Inc.	\$1,870,034.20
Carl Bolander & Sons Company	\$1,904,500.50
Rud Excavating	\$1,936,739.72
LaTour Construction, Inc.	\$1,971,535.05
Eureka Construction, Inc.	\$1,982,014.00
Burschville Construction, Inc.	\$2,033,810.40
Northwest Asphalt, Inc.	\$2,183,137.63

AND WHEREAS, it appears that Park Construction Company of Hampton, MN is the lowest responsible bidder,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEWPORT MINNESOTA:

1. Contingent upon clearance from the Minnesota Department of Transportation, the Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Park Construction Company of Hampton, MN in the name of the City of Newport for the improvement of Valley Road between Ford Road and 21st Street and 21st Street from 220 feet west of and 160 feet east of Valley Road by regrading and improving the road surface, drainage, storm sewer conveyance system, as well as drainage improvements through the adjacent ravine north to the Sterling Street area according to the plans and specifications therefor approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by this council this 2nd day of February, 2012.

Motion by: _____, Seconded by: _____

VOTE:	Geraghty	_____
	Ingemann	_____
	Sumner	_____
	Gallagher	_____
	Rahm	_____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Brian Anderson, City Administrator

BID TABULATION: January 17, 2012

2011-01 North Ravine Area Drainage Improvements

City Project No. 2011-01, S.P. 098-080-034

BDM Project No. 118-044

Addendum No. 1 - January 12, 2012, Addendum No. 2 - January 13, 2012

				Park Construction Co. 23260 Main Street, Suite 6 Hampton, MN 55031		Max Steinger, Inc. 3080 Lexington Ave S Eagan, MN 55121		Veit & Company 14000 Veit Place Rogers, MN 55374		Peterson Companies, Inc. 8326 Wyoming Trail Chisago City, MN 55013		Frattalone Companies, Inc. 3205 Spruce St. St. Paul, MN 55117	
SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - STREET & GRADING													
2021.501	MOBILIZATION	LS	1.00	\$ 64,411.92	\$ 64,411.92	\$ 23,750.00	\$ 23,750.00	\$ 179,000.00	\$ 179,000.00	\$ 118,397.00	\$ 118,397.00	\$ 87,630.00	\$ 87,630.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1.00	\$ 4,830.00	\$ 4,830.00	\$ 3,377.19	\$ 3,377.19	\$ 5,000.00	\$ 5,000.00	\$ 26,070.00	\$ 26,070.00	\$ 8,480.00	\$ 8,480.00
2101.501	CLEARING	AC	11.35	\$ 2,300.00	\$ 26,105.00	\$ 2,137.02	\$ 24,255.18	\$ 2,500.00	\$ 28,375.00	\$ 2,000.00	\$ 22,700.00	\$ 2,120.00	\$ 24,062.00
2101.502	CLEARING	TREE	15	\$ 100.00	\$ 1,500.00	\$ 106.85	\$ 1,602.75	\$ 110.00	\$ 1,650.00	\$ 150.00	\$ 2,250.00	\$ 106.00	\$ 1,590.00
2101.506	GRUBBING	AC	11.35	\$ 1,000.00	\$ 11,350.00	\$ 1,068.52	\$ 12,127.70	\$ 1,100.00	\$ 12,485.00	\$ 1,000.00	\$ 11,350.00	\$ 1,060.00	\$ 12,031.00
2101.507	GRUBBING	TREE	15	\$ 15.00	\$ 225.00	\$ 42.74	\$ 641.10	\$ 110.00	\$ 1,650.00	\$ 100.00	\$ 1,500.00	\$ 42.50	\$ 637.50
2103.501	BUILDING REMOVAL	LS	1.00	\$ 7,340.00	\$ 7,340.00	\$ 9,233.51	\$ 9,233.51	\$ 13,000.00	\$ 13,000.00	\$ 9,475.00	\$ 9,475.00	\$ 9,050.00	\$ 9,050.00
2104.501	REMOVE CURB AND GUTTER	LF	228	\$ 2.70	\$ 615.60	\$ 4.65	\$ 1,060.20	\$ 2.50	\$ 570.00	\$ 12.08	\$ 2,754.24	\$ 3.15	\$ 718.20
2104.505	REMOVE CONCRETE PAVEMENT	SY	312	\$ 5.90	\$ 1,840.80	\$ 7.80	\$ 2,433.60	\$ 4.00	\$ 1,248.00	\$ 5.16	\$ 1,609.92	\$ 3.25	\$ 1,014.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	4,096	\$ 2.25	\$ 9,216.00	\$ 2.08	\$ 8,519.68	\$ 2.50	\$ 10,240.00	\$ 2.05	\$ 8,396.80	\$ 2.00	\$ 8,192.00
2104.509	REMOVE MAILBOX SUPPORT	EACH	6	\$ 25.00	\$ 150.00	\$ 37.40	\$ 224.40	\$ 35.00	\$ 210.00	\$ 25.00	\$ 150.00	\$ 26.50	\$ 159.00
2104.525	ABANDON AND SEAL WELL SHAFT	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,549.35	\$ 3,098.70	\$ 1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00	\$ 2,830.00	\$ 5,660.00
2104.521	SALVAGE CHAIN LINK FENCE	LF	524	\$ 2.00	\$ 1,048.00	\$ 3.20	\$ 1,676.80	\$ 3.00	\$ 1,572.00	\$ 3.00	\$ 1,572.00	\$ 3.20	\$ 1,676.80
2104.523	SALVAGE SIGN	EACH	3	\$ 20.00	\$ 60.00	\$ 37.40	\$ 112.20	\$ 35.00	\$ 105.00	\$ 20.00	\$ 60.00	\$ 21.25	\$ 63.75
2105.501	COMMON EXCAVATION (STREET) (EV) (P)	CY	1,306	\$ 10.70	\$ 13,974.20	\$ 11.36	\$ 14,836.16	\$ 6.00	\$ 7,836.00	\$ 26.20	\$ 34,217.20	\$ 13.30	\$ 17,369.80
2105.501	COMMON EXCAVATION (POND & RAVINE) (EV)	CY	69,438	\$ 3.75	\$ 260,392.50	\$ 3.43	\$ 238,172.34	\$ 3.40	\$ 236,089.20	\$ 3.33	\$ 231,228.54	\$ 3.60	\$ 249,976.80
2105.522	SELECT GRANULAR BORROW (CV)	CY	161	\$ 19.70	\$ 3,171.70	\$ 6.57	\$ 1,057.77	\$ 4.00	\$ 644.00	\$ 19.20	\$ 3,091.20	\$ 31.25	\$ 5,031.25
2105.525	TOPSOIL BORROW (LV)	CY	3,507	\$ 14.10	\$ 49,448.70	\$ 14.45	\$ 50,676.15	\$ 5.00	\$ 17,535.00	\$ 10.86	\$ 38,086.02	\$ 20.25	\$ 71,016.75
2105.607	TOPSOIL BORROW MOD (LV)	CY	616	\$ 15.90	\$ 9,794.40	\$ 21.15	\$ 13,028.40	\$ 8.00	\$ 4,928.00	\$ 14.26	\$ 8,784.16	\$ 20.50	\$ 12,628.00
2105.607	HAUL & STOCKPILE EXCESS MATERIAL (EV)	CY	4,000	\$ 3.25	\$ 13,000.00	\$ 3.15	\$ 12,600.00	\$ 2.00	\$ 8,000.00	\$ 3.35	\$ 13,400.00	\$ 3.45	\$ 13,800.00
2105.604	COMPOSITE LINER (P)	SY	2,112	\$ 5.10	\$ 10,771.20	\$ 26.68	\$ 56,348.16	\$ 19.25	\$ 40,656.00	\$ 12.55	\$ 26,505.60	\$ 18.00	\$ 38,016.00
2211.501	AGGREGATE BASE CLASS 5	TON	1,587	\$ 14.80	\$ 23,487.60	\$ 12.14	\$ 19,266.18	\$ 14.50	\$ 23,011.50	\$ 15.77	\$ 25,026.99	\$ 14.80	\$ 23,487.60
2118.501	AGGREGATE SURFACING CLASS 5	TON	246	\$ 14.80	\$ 3,640.80	\$ 16.61	\$ 4,086.06	\$ 18.50	\$ 4,551.00	\$ 15.60	\$ 3,837.60	\$ 15.20	\$ 3,739.20
2232.501	MILL BITUMINOUS SURFACE (1.5")	SY	167	\$ 7.20	\$ 1,202.40	\$ 16.73	\$ 2,793.91	\$ 14.00	\$ 2,338.00	\$ 9.00	\$ 1,503.00	\$ 15.90	\$ 2,655.30
2301.501	CONCRETE PAVEMENT (6" THICK)	SY	125	\$ 52.20	\$ 6,525.00	\$ 49.68	\$ 6,210.00	\$ 50.00	\$ 6,250.00	\$ 40.05	\$ 5,006.25	\$ 49.25	\$ 6,156.25
2350.501	TYPE SP 12.5 WEAR COURSE MIXTURE 2B (HASTINGS)	TON	45	\$ 81.56	\$ 3,670.20	\$ 139.40	\$ 6,273.00	\$ 110.00	\$ 4,950.00	\$ 82.00	\$ 3,690.00	\$ 132.50	\$ 5,962.50
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (STREET)	TON	331	\$ 77.69	\$ 25,715.39	\$ 75.83	\$ 25,099.73	\$ 90.00	\$ 29,790.00	\$ 82.00	\$ 27,142.00	\$ 72.25	\$ 23,914.75
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (TRAIL)	TON	11	\$ 83.51	\$ 918.61	\$ 139.40	\$ 1,533.40	\$ 130.00	\$ 1,430.00	\$ 82.00	\$ 902.00	\$ 132.50	\$ 1,457.50
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (D/W)	TON	15	\$ 131.86	\$ 1,977.90	\$ 139.40	\$ 2,091.00	\$ 150.00	\$ 2,250.00	\$ 82.00	\$ 1,230.00	\$ 132.50	\$ 1,987.50
2350.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE 2B (STREET)	TON	463	\$ 70.11	\$ 32,460.93	\$ 72.49	\$ 33,562.87	\$ 80.00	\$ 37,040.00	\$ 82.00	\$ 37,966.00	\$ 69.00	\$ 31,947.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	113	\$ 10.31	\$ 1,165.03	\$ 3.34	\$ 377.42	\$ 3.00	\$ 339.00	\$ 4.00	\$ 452.00	\$ 3.20	\$ 361.60
2506.522	ADJUST FAME & RING CASTING	EACH	3	\$ 223.00	\$ 669.00	\$ 296.37	\$ 889.11	\$ 110.00	\$ 330.00	\$ 290.00	\$ 870.00	\$ 1,070.00	\$ 3,210.00
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	1,699	\$ 10.20	\$ 17,329.80	\$ 10.89	\$ 18,502.11	\$ 11.00	\$ 18,689.00	\$ 11.65	\$ 19,793.35	\$ 13.20	\$ 22,426.80
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LF	139	\$ 22.00	\$ 3,058.00	\$ 23.51	\$ 3,267.89	\$ 23.00	\$ 3,197.00	\$ 13.35	\$ 1,855.65	\$ 25.75	\$ 3,579.25
2531.501	BITUMINOUS CURB	LF	27	\$ 30.90	\$ 834.30	\$ 16.73	\$ 451.71	\$ 16.00	\$ 432.00	\$ 44.00	\$ 1,188.00	\$ 18.30	\$ 494.10
2540.602	INSTALL MAIL BOX SUPPORT	EACH	6	\$ 135.00	\$ 810.00	\$ 90.82	\$ 544.92	\$ 90.00	\$ 540.00	\$ 135.00	\$ 810.00	\$ 143.00	\$ 858.00
2557.603	INSTALL CHAIN LINK FENCE (SALVAGED)	LF	463	\$ 7.30	\$ 3,379.90	\$ 8.54	\$ 3,954.02	\$ 8.50	\$ 3,935.50	\$ 8.00	\$ 3,704.00	\$ 8.50	\$ 3,935.50
2557.603	INSTALL CHAIN LINK FENCE	LF	1,580	\$ 13.40	\$ 21,172.00	\$ 13.04	\$ 20,603.20	\$ 13.00	\$ 20,540.00	\$ 12.20	\$ 19,276.00	\$ 12.90	\$ 20,382.00
2563.601	TRAFFIC CONTROL	LS	1.00	\$ 3,150.00	\$ 3,150.00	\$ 4,968.59	\$ 4,968.59	\$ 3,500.00	\$ 3,500.00	\$ 3,150.00	\$ 3,150.00	\$ 3,340.00	\$ 3,340.00
2564.603	4" DOUBLE SOLID LINE YELLOW-EPOXY	LF	50	\$ 39.80	\$ 1,990.00	\$ 41.76	\$ 2,088.00	\$ 5.25	\$ 262.50	\$ 3.84	\$ 192.00	\$ 55.00	\$ 2,750.00
2564.602	INSTALL SIGN (SALVAGED)	EACH	3	\$ 95.00	\$ 285.00	\$ 106.85	\$ 320.55	\$ 105.00	\$ 315.00	\$ 95.00	\$ 285.00	\$ 101.00	\$ 303.00
2564.602	F&I SIGN PANEL TYPE C	EACH	10	\$ 110.00	\$ 1,100.00	\$ 117.54	\$ 1,175.40	\$ 120.00	\$ 1,200.00	\$ 110.00	\$ 1,100.00	\$ 116.50	\$ 1,165.00
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	3,034	\$ 1.90	\$ 5,764.60	\$ 2.03	\$ 6,159.02	\$ 1.60	\$ 4,854.40	\$ 2.50	\$ 7,585.00	\$ 1.65	\$ 5,006.10
2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL (6")	LF	4,115	\$ 2.20	\$ 9,053.00	\$ 2.35	\$ 9,670.25	\$ 2.05	\$ 8,435.75	\$ 3.02	\$ 12,427.30	\$ 3.15	\$ 12,962.25
2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL (12")	LF	2,069	\$ 3.75	\$ 7,758.75	\$ 4.01	\$ 8,296.69	\$ 2.79	\$ 5,772.51	\$ 3.73	\$ 7,717.37	\$ 4.10	\$ 8,482.90

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SPEC NO.	ITEM DESCRIPTION	TOT. UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2573.602	INLET PROTECTION	EACH	15	\$ 223.00	\$ 3,345.00	\$ 227.71	\$ 3,415.65	\$ 225.00	\$ 3,375.00	\$ 75.00	\$ 1,125.00	\$ 126.50	\$ 1,897.50
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	4	\$ 1,390.00	\$ 5,560.00	\$ 1,128.16	\$ 4,512.64	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,410.00	\$ 5,640.00
2573.513	TEMPORARY DITCH CHECK TYPE 7	CY	81	\$ 62.10	\$ 5,030.10	\$ 51.99	\$ 4,211.19	\$ 60.00	\$ 4,860.00	\$ 100.00	\$ 8,100.00	\$ 62.75	\$ 5,082.75
2573.602	ROCK DITCH CHECK	EACH	9	\$ 1,050.00	\$ 9,450.00	\$ 1,139.65	\$ 10,256.85	\$ 1,500.00	\$ 13,500.00	\$ 3,059.00	\$ 27,531.00	\$ 2,620.00	\$ 23,580.00
2575.505	SODDING	SY	1,845	\$ 2.40	\$ 4,428.00	\$ 2.56	\$ 4,723.20	\$ 2.65	\$ 4,889.25	\$ 12.63	\$ 23,302.35	\$ 2.90	\$ 5,350.50
2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SY	55,942	\$ 1.10	\$ 61,536.20	\$ 1.18	\$ 66,011.56	\$ 1.00	\$ 55,942.00	\$ 0.84	\$ 46,991.28	\$ 1.05	\$ 58,739.10
2575.523	EROSION CONTROL BLANKETS CATEGORY 4	SY	7,447	\$ 1.15	\$ 8,564.05	\$ 1.25	\$ 9,308.75	\$ 1.00	\$ 7,447.00	\$ 0.94	\$ 7,000.18	\$ 1.95	\$ 14,521.65
2575.525	EROSION STABILIZATION MAT CLASS 2	SY	1,912	\$ 5.75	\$ 10,994.00	\$ 6.14	\$ 11,739.68	\$ 3.75	\$ 7,170.00	\$ 3.28	\$ 6,271.36	\$ 4.00	\$ 7,648.00
2575.525	EROSION STABILIZATION MAT CLASS 4	SY	7,437	\$ 8.00	\$ 59,496.00	\$ 8.54	\$ 63,511.98	\$ 6.00	\$ 44,622.00	\$ 10.39	\$ 77,270.43	\$ 8.10	\$ 60,239.70
2575.532	FERTILIZER TYPE 4	LB	2,494	\$ 0.65	\$ 1,621.10	\$ 0.69	\$ 1,720.86	\$ 0.75	\$ 1,870.50	\$ 0.65	\$ 1,621.10	\$ 0.61	\$ 1,521.34
2575.550	COMPOST GRADE 2	CY	206	\$ 53.20	\$ 10,959.20	\$ 53.16	\$ 10,950.96	\$ 20.00	\$ 4,120.00	\$ 24.72	\$ 5,092.32	\$ 27.00	\$ 5,562.00
2575.555	TURF ESTABLISHMENT	LS	1.00	\$ 6,550.00	\$ 6,550.00	\$ 6,993.42	\$ 6,993.42	\$ 16,800.00	\$ 16,800.00	\$ 40,000.00	\$ 40,000.00	\$ 4,550.00	\$ 4,550.00
2575.608	SEED MIXTURE 330	LB	1,115	\$ 4.60	\$ 5,129.00	\$ 4.89	\$ 5,452.35	\$ 4.30	\$ 4,794.50	\$ 8.50	\$ 9,477.50	\$ 8.40	\$ 9,366.00
2575.608	SEED MIXTURE 328	LB	57	\$ 4.50	\$ 256.50	\$ 4.83	\$ 275.31	\$ 4.25	\$ 242.25	\$ 8.75	\$ 498.75	\$ 8.15	\$ 464.55
2575.608	SEED MIXTURE SPECIAL 1	LB	79	\$ 1.70	\$ 134.30	\$ 1.80	\$ 142.20	\$ 1.80	\$ 142.20	\$ 7.05	\$ 556.95	\$ 3.55	\$ 280.45
2575.608	HYDRAULIC SOIL STABILIZER TYPE 6	LB	109,534	\$ 0.65	\$ 71,197.10	\$ 0.69	\$ 75,578.46	\$ 0.55	\$ 60,243.70	\$ 0.40	\$ 43,813.60	\$ 0.73	\$ 79,959.82
T	SCHEDULE 1.0 - STREET & GRADING - TOTAL				\$ 933,613.78		\$ 939,822.08		\$ 991,564.76		\$ 1,054,359.01		\$ 1,043,770.31
	SCHEDULE 2.0 - SANITARY												
2104.501	REMOVE PIPE (SEWER SERVICE)	LF	297	\$ 2.70	\$ 801.90	\$ 12.94	\$ 3,843.18	\$ 9.00	\$ 2,673.00	\$ 64.64	\$ 19,198.08	\$ 10.40	\$ 3,088.80
2503.602	CONNECT TO EXISTING SEWER (SERVICE)	EACH	9	\$ 275.00	\$ 2,475.00	\$ 2,155.41	\$ 19,398.69	\$ 850.00	\$ 7,650.00	\$ 250.00	\$ 2,250.00	\$ 2,150.00	\$ 19,350.00
2503.603	INSTALL PIPE SEWER (SERVICES)	LF	297	\$ 23.60	\$ 7,009.20	\$ 14.55	\$ 4,321.35	\$ 18.00	\$ 5,346.00	\$ 59.30	\$ 17,612.10	\$ 65.00	\$ 19,305.00
2506.602	ADJUST FAME & RING CASTING (SPECIAL)	EACH	1	\$ 223.00	\$ 223.00	\$ 1,050.77	\$ 1,050.77	\$ 240.00	\$ 240.00	\$ 400.00	\$ 400.00	\$ 1,070.00	\$ 1,070.00
T	SCHEDULE 2.0 - SANITARY - TOTAL				\$ 10,509.10		\$ 28,613.99		\$ 15,909.00		\$ 39,460.18		\$ 42,813.80
	SCHEDULE 3.0 - WATERMAIN												
2104.501	REMOVE PIPE (WATERMAIN)	LF	72	\$ 5.40	\$ 388.80	\$ 40.42	\$ 2,910.24	\$ 9.00	\$ 648.00	\$ 55.56	\$ 4,000.32	\$ 10.40	\$ 748.80
2504.602	ADJUST VALVE BOX	EACH	4	\$ 318.00	\$ 1,272.00	\$ 269.43	\$ 1,077.72	\$ 175.00	\$ 700.00	\$ 480.00	\$ 1,920.00	\$ 281.50	\$ 1,126.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	6	\$ 691.00	\$ 4,146.00	\$ 2,209.29	\$ 13,255.74	\$ 810.00	\$ 4,860.00	\$ 300.00	\$ 1,800.00	\$ 1,530.00	\$ 9,180.00
2504.603	18" CP PIPE CASING	LF	35	\$ 101.00	\$ 3,535.00	\$ 56.04	\$ 1,961.40	\$ 52.00	\$ 1,820.00	\$ 100.00	\$ 3,500.00	\$ 89.75	\$ 3,141.25
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LF	80	\$ 78.60	\$ 6,288.00	\$ 61.97	\$ 4,957.60	\$ 111.00	\$ 8,880.00	\$ 100.69	\$ 8,055.20	\$ 181.00	\$ 14,480.00
2504.604	4" POLYSTYRENE INSULATION	SY	194	\$ 62.60	\$ 12,144.40	\$ 26.94	\$ 5,226.36	\$ 47.00	\$ 9,118.00	\$ 48.79	\$ 9,465.26	\$ 30.00	\$ 5,820.00
T	SCHEDULE 3.0 - WATERMAIN - TOTAL				\$ 27,774.20		\$ 29,389.06		\$ 26,026.00		\$ 28,740.78		\$ 34,496.05
	SCHEDULE 4.0 - STORM												
2104.501	REMOVE SEWER PIPE (STORM)	LF	1,865	\$ 3.50	\$ 6,527.50	\$ 8.08	\$ 15,069.20	\$ 12.00	\$ 22,380.00	\$ 13.45	\$ 25,084.25	\$ 10.40	\$ 19,396.00
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	7	\$ 307.00	\$ 2,149.00	\$ 242.49	\$ 1,697.43	\$ 430.00	\$ 3,010.00	\$ 665.00	\$ 4,655.00	\$ 388.50	\$ 2,719.50
2104.607	SALVAGE RANDOM RIP RAP	CY	209	\$ 9.25	\$ 1,933.25	\$ 43.11	\$ 9,009.99	\$ 25.00	\$ 5,225.00	\$ 11.00	\$ 2,299.00	\$ 26.00	\$ 5,434.00
2451.507	GRANULAR BEDDING (CV)	CY	2,703	\$ 2.85	\$ 7,703.55	\$ 7.81	\$ 21,110.43	\$ 4.00	\$ 10,812.00	\$ 1.05	\$ 2,838.15	\$ 15.50	\$ 41,896.50
2501.515	24" GS PIPE APRON	EACH	5	\$ 517.00	\$ 2,585.00	\$ 398.75	\$ 1,993.75	\$ 755.00	\$ 3,775.00	\$ 570.00	\$ 2,850.00	\$ 647.00	\$ 3,235.00
2501.515	30" GS PIPE APRON	EACH	1	\$ 1,170.00	\$ 1,170.00	\$ 775.95	\$ 775.95	\$ 1,295.00	\$ 1,295.00	\$ 960.00	\$ 960.00	\$ 979.50	\$ 979.50
2501.515	36" GS PIPE APRON	EACH	3	\$ 2,060.00	\$ 6,180.00	\$ 1,115.43	\$ 3,346.29	\$ 1,720.00	\$ 5,160.00	\$ 1,297.00	\$ 3,891.00	\$ 1,310.00	\$ 3,930.00
2501.515	48" GS PIPE APRON	EACH	1	\$ 2,530.00	\$ 2,530.00	\$ 2,039.02	\$ 2,039.02	\$ 2,650.00	\$ 2,650.00	\$ 2,084.00	\$ 2,084.00	\$ 2,270.00	\$ 2,270.00
2501.515	60" GS PIPE APRON	EACH	1	\$ 5,100.00	\$ 5,100.00	\$ 3,071.46	\$ 3,071.46	\$ 3,760.00	\$ 3,760.00	\$ 3,138.00	\$ 3,138.00	\$ 3,920.00	\$ 3,920.00
2501.573	INSTALL FLAP GATE (36" ELASTOMERIC CHECK VALVE)	EACH	1	\$ 8,270.00	\$ 8,270.00	\$ 9,780.18	\$ 9,780.18	\$ 9,955.00	\$ 9,955.00	\$ 8,835.00	\$ 8,835.00	\$ 8,910.00	\$ 8,910.00
2502.521	8" TP PIPE DRAIN	LF	73	\$ 21.50	\$ 1,569.50	\$ 20.21	\$ 1,475.33	\$ 44.00	\$ 3,212.00	\$ 20.55	\$ 1,500.15	\$ 35.00	\$ 2,555.00
2502.602	8" TP PIPE DRAIN CLEAN OUT	EACH	2	\$ 302.00	\$ 604.00	\$ 323.31	\$ 646.62	\$ 685.00	\$ 1,370.00	\$ 450.00	\$ 900.00	\$ 536.00	\$ 1,072.00
2503.511	15" RC PIPE SEWER DES 3006 CL III	LF	59	\$ 27.20	\$ 1,604.80	\$ 36.38	\$ 2,146.42	\$ 35.00	\$ 2,065.00	\$ 53.09	\$ 3,132.31	\$ 30.75	\$ 1,814.25
2503.511	18" RC PIPE SEWER DES 3006 CL III	LF	60	\$ 29.40	\$ 1,764.00	\$ 44.94	\$ 2,696.40	\$ 38.00	\$ 2,280.00	\$ 41.12	\$ 2,467.20	\$ 32.25	\$ 1,935.00
2503.511	24" RC PIPE SEWER DES 3006 CL III	LF	376	\$ 34.10	\$ 12,821.60	\$ 43.82	\$ 16,476.32	\$ 39.00	\$ 14,664.00	\$ 37.23	\$ 13,998.48	\$ 39.50	\$ 14,852.00
2503.511	30" RC PIPE SEWER DES 3006 CL III	LF	240	\$ 45.90	\$ 11,016.00	\$ 56.05	\$ 13,452.00	\$ 54.00	\$ 12,960.00	\$ 42.18	\$ 10,123.20	\$ 54.75	\$ 13,140.00
2503.511	36" RC PIPE SEWER DES 3006 CL III	LF	233	\$ 60.40	\$ 14,073.20	\$ 72.29	\$ 16,843.57	\$ 69.00	\$ 16,077.00	\$ 63.46	\$ 14,786.18	\$ 80.25	\$ 18,698.25
2503.511	48" RC PIPE SEWER DES 3006 CL III	LF	146	\$ 105.00	\$ 15,330.00	\$ 108.30	\$ 15,811.80	\$ 105.00	\$ 15,330.00	\$ 93.33	\$ 13,626.18	\$ 122.00	\$ 17,812.00
2503.603	18" CP PIPE SEWER	LF	160	\$ 26.20	\$ 4,192.00	\$ 33.19	\$ 5,310.40	\$ 28.00	\$ 4,480.00	\$ 18.38	\$ 2,940.80	\$ 21.75	\$ 3,480.00
2503.603	24" CP PIPE SEWER	LF	740	\$ 28.70	\$ 21,238.00	\$ 38.04	\$ 28,149.60	\$ 34.00	\$ 25,160.00	\$ 32.74	\$ 24,227.60	\$ 29.00	\$ 21,460.00
2503.603	30" CP PIPE SEWER	LF	400	\$ 37.80	\$ 15,120.00	\$ 46.18	\$ 18,472.00	\$ 45.00	\$ 18,000.00	\$ 31.88	\$ 12,752.00	\$ 41.25	\$ 16,500.00

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SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2503.603	36" CP PIPE SEWER	LF	1,906	\$ 43.40	\$ 82,720.40	\$ 55.23	\$ 105,268.38	\$ 49.00	\$ 93,394.00	\$ 38.31	\$ 73,018.86	\$ 45.00	\$ 85,770.00
2503.603	48" CP PIPE SEWER	LF	613	\$ 65.70	\$ 40,274.10	\$ 71.94	\$ 44,099.22	\$ 70.00	\$ 42,910.00	\$ 55.11	\$ 33,782.43	\$ 61.25	\$ 37,546.25
2503.603	60" CP PIPE SEWER	LF	240	\$ 110.00	\$ 26,400.00	\$ 112.08	\$ 26,899.20	\$ 103.00	\$ 24,720.00	\$ 90.60	\$ 21,744.00	\$ 99.25	\$ 23,820.00
2503.603	PLUG FILL & ABANDON PIPE SEWER	LF	147	\$ 26.80	\$ 3,939.60	\$ 8.62	\$ 1,267.14	\$ 16.00	\$ 2,352.00	\$ 10.08	\$ 1,481.76	\$ 35.00	\$ 5,145.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 27-4020	EACH	3	\$ 1,050.00	\$ 3,150.00	\$ 937.61	\$ 2,812.83	\$ 1,360.00	\$ 4,080.00	\$ 1,258.34	\$ 3,775.02	\$ 1,160.00	\$ 3,480.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	6	\$ 1,880.00	\$ 11,280.00	\$ 1,461.37	\$ 8,768.22	\$ 2,455.00	\$ 14,730.00	\$ 2,527.84	\$ 15,167.04	\$ 1,850.00	\$ 11,100.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 60-4020	EACH	10	\$ 3,020.00	\$ 30,200.00	\$ 2,529.37	\$ 25,293.70	\$ 3,815.00	\$ 38,150.00	\$ 3,552.60	\$ 35,526.00	\$ 3,400.00	\$ 34,000.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 66-4020	EACH	1	\$ 3,110.00	\$ 3,110.00	\$ 2,658.70	\$ 2,658.70	\$ 3,940.00	\$ 3,940.00	\$ 3,333.00	\$ 3,333.00	\$ 3,370.00	\$ 3,370.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 72-4020	EACH	4	\$ 3,680.00	\$ 14,720.00	\$ 3,100.56	\$ 12,402.24	\$ 4,650.00	\$ 18,600.00	\$ 3,498.75	\$ 13,995.00	\$ 4,190.00	\$ 16,760.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 78-4020	EACH	2	\$ 4,710.00	\$ 9,420.00	\$ 3,697.61	\$ 7,395.22	\$ 5,650.00	\$ 11,300.00	\$ 5,120.50	\$ 10,241.00	\$ 4,800.00	\$ 9,600.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 84-4020	EACH	3	\$ 5,350.00	\$ 16,050.00	\$ 4,107.14	\$ 12,321.42	\$ 5,895.00	\$ 17,685.00	\$ 5,994.00	\$ 17,982.00	\$ 5,030.00	\$ 15,090.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 96-4020	EACH	2	\$ 8,350.00	\$ 16,700.00	\$ 7,472.82	\$ 14,945.64	\$ 9,700.00	\$ 19,400.00	\$ 8,720.00	\$ 17,440.00	\$ 9,400.00	\$ 18,800.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 24"X36"	EACH	4	\$ 1,480.00	\$ 5,920.00	\$ 1,049.69	\$ 4,198.76	\$ 1,630.00	\$ 6,520.00	\$ 1,559.50	\$ 6,238.00	\$ 1,430.00	\$ 5,720.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 32"X48"	EACH	2	\$ 2,130.00	\$ 4,260.00	\$ 2,532.61	\$ 5,065.22	\$ 3,515.00	\$ 7,030.00	\$ 3,819.00	\$ 7,638.00	\$ 2,880.00	\$ 5,760.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 60	EACH	4	\$ 5,250.00	\$ 21,000.00	\$ 4,862.61	\$ 19,450.44	\$ 5,100.00	\$ 20,400.00	\$ 6,810.75	\$ 27,243.00	\$ 6,860.00	\$ 27,440.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 78	EACH	1	\$ 7,530.00	\$ 7,530.00	\$ 8,254.15	\$ 8,254.15	\$ 12,150.00	\$ 12,150.00	\$ 10,650.00	\$ 10,650.00	\$ 9,790.00	\$ 9,790.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 5'X6'	EACH	3	\$ 9,000.00	\$ 27,000.00	\$ 5,695.68	\$ 17,087.04	\$ 8,000.00	\$ 24,000.00	\$ 10,240.67	\$ 30,722.01	\$ 7,020.00	\$ 21,060.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 6'X18'	EACH	1	\$ 25,000.00	\$ 25,000.00	\$ 12,070.31	\$ 12,070.31	\$ 15,625.00	\$ 15,625.00	\$ 20,800.00	\$ 20,800.00	\$ 30,190.00	\$ 30,190.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	3	\$ 893.00	\$ 2,679.00	\$ 2,155.41	\$ 6,466.23	\$ 1,450.00	\$ 4,350.00	\$ 834.00	\$ 2,502.00	\$ 648.00	\$ 1,944.00
2511.501	RANDOM RIPRAP CLASS III	CY	990	\$ 47.10	\$ 46,629.00	\$ 55.53	\$ 54,974.70	\$ 46.00	\$ 45,540.00	\$ 50.85	\$ 50,341.50	\$ 49.75	\$ 49,252.50
2511.501	RANDOM RIPRAP CLASS IV	CY	131	\$ 52.20	\$ 6,838.20	\$ 102.38	\$ 13,411.78	\$ 48.00	\$ 6,288.00	\$ 45.45	\$ 5,953.95	\$ 53.00	\$ 6,943.00
2511.501	RANDOM RIPRAP CLASS V	CY	56	\$ 52.10	\$ 2,917.60	\$ 102.38	\$ 5,733.28	\$ 50.00	\$ 2,800.00	\$ 50.52	\$ 2,829.12	\$ 52.75	\$ 2,954.00
2511.511	GRANULAR FILTER (CV)	CY	850	\$ 2.60	\$ 2,210.00	\$ 15.63	\$ 13,285.50	\$ 19.50	\$ 16,575.00	\$ 22.92	\$ 19,482.00	\$ 30.00	\$ 25,500.00
2511.515	GEOTEXTILE FILTER TYPE IV	SY	2,316	\$ 2.90	\$ 6,716.40	\$ 2.31	\$ 5,349.96	\$ 2.00	\$ 4,632.00	\$ 1.00	\$ 2,316.00	\$ 1.35	\$ 3,126.60
2511.515	GEOTEXTILE FILTER TYPE VI	SY	56	\$ 2.45	\$ 137.20	\$ 1.19	\$ 66.64	\$ 2.00	\$ 112.00	\$ 1.20	\$ 67.20	\$ 14.00	\$ 784.00
2511.607	INSTALL RANDOM RIPRAP (SALVAGED)	CY	96	\$ 9.25	\$ 888.00	\$ 91.61	\$ 8,794.56	\$ 14.00	\$ 1,344.00	\$ 33.00	\$ 3,168.00	\$ 14.40	\$ 1,382.40
2554.509	GUIDE POST TYPE B (STRUCTURE MARKERS)	EACH	3	\$ 83.20	\$ 249.60	\$ 90.82	\$ 272.46	\$ 55.00	\$ 165.00	\$ 225.00	\$ 675.00	\$ 282.50	\$ 847.50
T	SCHEDULE 4.0 - STORM - TOTAL				\$ 561,420.50		\$ 627,987.10		\$ 642,412.00		\$ 595,200.39		\$ 663,184.25
	<u>BID SUMMARY</u>												
T	SCHEDULE 1 - STREET & GRADING - TOTAL				\$ 933,613.78		\$ 939,822.08		\$ 991,564.76		\$ 1,054,359.01		\$ 1,043,770.31
T	SCHEDULE 2 - SANITARY - TOTAL				\$ 10,509.10		\$ 28,613.99		\$ 15,909.00		\$ 39,460.18		\$ 42,813.80
T	SCHEDULE 3 - WATERMAIN - TOTAL				\$ 27,774.20		\$ 29,389.06		\$ 26,026.00		\$ 28,740.78		\$ 34,496.05
T	SCHEDULE 4 - STORM - TOTAL				\$ 561,420.50		\$ 627,987.10		\$ 642,412.00		\$ 595,200.39		\$ 663,184.25
T	GRAND TOTAL				\$ 1,533,317.58		\$ 1,625,812.23		\$ 1,675,911.76		\$ 1,717,760.36		\$ 1,784,264.41

BID TABULATION: January 17, 2012

2011-01 North Ravine Area Drainage Improvements

City Project No. 2011-01, S.P. 098-080-034

BDM Project No. 118-044

Addendum No. 1 - January 12, 2012, Addendum No. 2 - January 13, 2012

				Meyer Contracting, Inc. 11000 93rd Ave N Maple Grove, MN 55369		Rachel Contracting, Inc. 4125 Napier Ct. NE St. Michael, MN 55376		Carl Bolander & Sons Company 251 Stakey St. St. Paul, MN 55107		Rud Excavating 4280 Bagley Ave. Webster, MN 55088		LaTour Construction, Inc. 2134 Co. Rd. 8 Maple Lake, MN 55358	
SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - STREET & GRADING													
2021.501	MOBILIZATION	LS	1.00	\$ 105,000.00	\$ 105,000.00	\$ 89,600.00	\$ 89,600.00	\$ 15,000.00	\$ 15,000.00	\$ 166,700.00	\$ 166,700.00	\$ 165,000.00	\$ 165,000.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1.00	\$ 8,270.00	\$ 8,270.00	\$ 13,358.00	\$ 13,358.00	\$ 200.00	\$ 200.00	\$ 1.00	\$ 1.00	\$ 2,000.00	\$ 2,000.00
2101.501	CLEARING	AC	11.35	\$ 2,240.00	\$ 25,424.00	\$ 2,431.00	\$ 27,591.85	\$ 2,350.00	\$ 26,672.50	\$ 2,650.00	\$ 30,077.50	\$ 2,250.00	\$ 25,537.50
2101.502	CLEARING	TREE	15	\$ 112.00	\$ 1,680.00	\$ 106.00	\$ 1,590.00	\$ 55.00	\$ 825.00	\$ 159.00	\$ 2,385.00	\$ 54.00	\$ 810.00
2101.506	GRUBBING	AC	11.35	\$ 1,120.00	\$ 12,712.00	\$ 1,057.00	\$ 11,996.95	\$ 1,500.00	\$ 17,025.00	\$ 1,272.00	\$ 14,437.20	\$ 1,500.00	\$ 17,025.00
2101.507	GRUBBING	TREE	15	\$ 45.00	\$ 675.00	\$ 106.00	\$ 1,590.00	\$ 40.00	\$ 600.00	\$ 106.00	\$ 1,590.00	\$ 36.00	\$ 540.00
2103.501	BUILDING REMOVAL	LS	1.00	\$ 7,120.00	\$ 7,120.00	\$ 10,050.00	\$ 10,050.00	\$ 7,650.00	\$ 7,650.00	\$ 8,480.00	\$ 8,480.00	\$ 8,200.00	\$ 8,200.00
2104.501	REMOVE CURB AND GUTTER	LF	228	\$ 3.50	\$ 798.00	\$ 5.55	\$ 1,265.40	\$ 2.00	\$ 456.00	\$ 4.25	\$ 969.00	\$ 4.10	\$ 934.80
2104.505	REMOVE CONCRETE PAVEMENT	SY	312	\$ 4.50	\$ 1,404.00	\$ 4.20	\$ 1,310.40	\$ 2.00	\$ 624.00	\$ 5.30	\$ 1,653.60	\$ 5.10	\$ 1,591.20
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	4,096	\$ 2.50	\$ 10,240.00	\$ 1.40	\$ 5,734.40	\$ 2.00	\$ 8,192.00	\$ 4.25	\$ 17,408.00	\$ 4.10	\$ 16,793.60
2104.509	REMOVE MAILBOX SUPPORT	EACH	6	\$ 39.00	\$ 234.00	\$ 37.20	\$ 223.20	\$ 100.00	\$ 600.00	\$ 38.00	\$ 228.00	\$ 155.00	\$ 930.00
2104.525	ABANDON AND SEAL WELL SHAFT	EACH	2	\$ 2,800.00	\$ 5,600.00	\$ 846.00	\$ 1,692.00	\$ 1,650.00	\$ 3,300.00	\$ 1,000.00	\$ 2,000.00	\$ 840.00	\$ 1,680.00
2104.521	SALVAGE CHAIN LINK FENCE	LF	524	\$ 3.40	\$ 1,781.60	\$ 2.10	\$ 1,100.40	\$ 10.00	\$ 5,240.00	\$ 2.11	\$ 1,105.64	\$ 2.05	\$ 1,074.20
2104.523	SALVAGE SIGN	EACH	3	\$ 39.00	\$ 117.00	\$ 37.00	\$ 111.00	\$ 40.00	\$ 120.00	\$ 38.00	\$ 114.00	\$ 125.00	\$ 375.00
2105.501	COMMON EXCAVATION (STREET) (EV) (P)	CY	1,306	\$ 6.30	\$ 8,227.80	\$ 8.40	\$ 10,970.40	\$ 6.50	\$ 8,489.00	\$ 6.95	\$ 9,076.70	\$ 13.50	\$ 17,631.00
2105.501	COMMON EXCAVATION (POND & RAVINE) (EV)	CY	69,438	\$ 3.90	\$ 270,808.20	\$ 4.10	\$ 284,695.80	\$ 4.55	\$ 315,942.90	\$ 4.95	\$ 343,718.10	\$ 5.05	\$ 350,661.90
2105.522	SELECT GRANULAR BORROW (CV)	CY	161	\$ 17.50	\$ 2,817.50	\$ 18.00	\$ 2,898.00	\$ 11.00	\$ 1,771.00	\$ 10.00	\$ 1,610.00	\$ 20.00	\$ 3,220.00
2105.525	TOPSOIL BORROW (LV)	CY	3,507	\$ 19.00	\$ 66,633.00	\$ 14.50	\$ 50,851.50	\$ 26.00	\$ 91,182.00	\$ 20.00	\$ 70,140.00	\$ 20.50	\$ 71,893.50
2105.607	TOPSOIL BORROW MOD (LV)	CY	616	\$ 18.50	\$ 11,396.00	\$ 21.50	\$ 13,244.00	\$ 26.00	\$ 16,016.00	\$ 22.00	\$ 13,552.00	\$ 23.50	\$ 14,476.00
2105.607	HAUL & STOCKPILE EXCESS MATERIAL (EV)	CY	4,000	\$ 4.80	\$ 19,200.00	\$ 2.60	\$ 10,400.00	\$ 4.00	\$ 16,000.00	\$ 4.75	\$ 19,000.00	\$ 4.85	\$ 19,400.00
2105.604	COMPOSITE LINER (P)	SY	2,112	\$ 19.00	\$ 40,128.00	\$ 10.50	\$ 22,176.00	\$ 14.00	\$ 29,568.00	\$ 12.00	\$ 25,344.00	\$ 12.50	\$ 26,400.00
2211.501	AGGREGATE BASE CLASS 5	TON	1,587	\$ 11.50	\$ 18,250.50	\$ 11.60	\$ 18,409.20	\$ 15.00	\$ 23,805.00	\$ 16.00	\$ 25,392.00	\$ 17.00	\$ 26,979.00
2118.501	AGGREGATE SURFACING CLASS 5	TON	246	\$ 14.50	\$ 3,567.00	\$ 12.35	\$ 3,038.10	\$ 15.00	\$ 3,690.00	\$ 16.00	\$ 3,936.00	\$ 19.00	\$ 4,674.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	SY	167	\$ 8.10	\$ 1,352.70	\$ 17.30	\$ 2,889.10	\$ 12.00	\$ 2,004.00	\$ 15.90	\$ 2,655.30	\$ 15.30	\$ 2,555.10
2301.501	CONCRETE PAVEMENT (6" THICK)	SY	125	\$ 58.00	\$ 7,250.00	\$ 51.30	\$ 6,412.50	\$ 40.50	\$ 5,062.50	\$ 60.00	\$ 7,500.00	\$ 54.00	\$ 6,750.00
2350.501	TYPE SP 12.5 WEAR COURSE MIXTURE 2B (HASTINGS)	TON	45	\$ 91.50	\$ 4,117.50	\$ 144.00	\$ 6,480.00	\$ 125.00	\$ 5,625.00	\$ 132.50	\$ 5,962.50	\$ 128.00	\$ 5,760.00
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (STREET)	TON	331	\$ 87.00	\$ 28,797.00	\$ 78.50	\$ 25,983.50	\$ 70.00	\$ 23,170.00	\$ 72.08	\$ 23,858.48	\$ 69.00	\$ 22,839.00
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (TRAIL)	TON	11	\$ 93.50	\$ 1,028.50	\$ 144.25	\$ 1,586.75	\$ 120.00	\$ 1,320.00	\$ 132.50	\$ 1,457.50	\$ 134.00	\$ 1,474.00
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (D/W)	TON	15	\$ 93.50	\$ 1,402.50	\$ 144.25	\$ 2,163.75	\$ 125.00	\$ 1,875.00	\$ 132.50	\$ 1,987.50	\$ 134.00	\$ 2,010.00
2350.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE 2B (STREET)	TON	463	\$ 78.50	\$ 36,345.50	\$ 75.00	\$ 34,725.00	\$ 65.00	\$ 30,095.00	\$ 68.90	\$ 31,900.70	\$ 66.00	\$ 30,558.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	113	\$ 11.50	\$ 1,299.50	\$ 3.50	\$ 395.50	\$ 3.00	\$ 339.00	\$ 3.18	\$ 359.34	\$ 3.10	\$ 350.30
2506.522	ADJUST FAME & RING CASTING	EACH	3	\$ 524.00	\$ 1,572.00	\$ 259.40	\$ 778.20	\$ 425.00	\$ 1,275.00	\$ 424.00	\$ 1,272.00	\$ 450.00	\$ 1,350.00
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	1,699	\$ 13.50	\$ 22,936.50	\$ 11.25	\$ 19,113.75	\$ 12.00	\$ 20,388.00	\$ 12.00	\$ 20,388.00	\$ 11.40	\$ 19,368.60
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LF	139	\$ 26.50	\$ 3,683.50	\$ 24.25	\$ 3,370.75	\$ 14.00	\$ 1,946.00	\$ 15.00	\$ 2,085.00	\$ 23.50	\$ 3,266.50
2531.501	BITUMINOUS CURB	LF	27	\$ 36.50	\$ 985.50	\$ 17.30	\$ 467.10	\$ 15.00	\$ 405.00	\$ 15.90	\$ 429.30	\$ 16.00	\$ 432.00
2540.602	INSTALL MAIL BOX SUPPORT	EACH	6	\$ 95.00	\$ 570.00	\$ 98.60	\$ 591.60	\$ 200.00	\$ 1,200.00	\$ 90.10	\$ 540.60	\$ 122.00	\$ 732.00
2557.603	INSTALL CHAIN LINK FENCE (SALVAGED)	LF	463	\$ 9.00	\$ 4,167.00	\$ 8.05	\$ 3,727.15	\$ 10.00	\$ 4,630.00	\$ 7.74	\$ 3,583.62	\$ 7.50	\$ 3,472.50
2557.603	INSTALL CHAIN LINK FENCE	LF	1,580	\$ 13.50	\$ 21,330.00	\$ 14.80	\$ 23,384.00	\$ 15.50	\$ 24,490.00	\$ 14.20	\$ 22,436.00	\$ 14.00	\$ 22,120.00
2563.601	TRAFFIC CONTROL	LS	1.00	\$ 4,980.00	\$ 4,980.00	\$ 4,908.00	\$ 4,908.00	\$ 5,000.00	\$ 5,000.00	\$ 4,720.00	\$ 4,720.00	\$ 4,540.00	\$ 4,540.00
2564.603	4" DOUBLE SOLID LINE YELLOW-EPOXY	LF	50	\$ 27.50	\$ 1,375.00	\$ 44.00	\$ 2,200.00	\$ 54.00	\$ 2,700.00	\$ 5.00	\$ 250.00	\$ 4.00	\$ 200.00
2564.602	INSTALL SIGN (SALVAGED)	EACH	3	\$ 112.00	\$ 336.00	\$ 110.00	\$ 330.00	\$ 125.00	\$ 375.00	\$ 106.00	\$ 318.00	\$ 128.00	\$ 384.00
2564.602	F&I SIGN PANEL TYPE C	EACH	10	\$ 123.00	\$ 1,230.00	\$ 121.00	\$ 1,210.00	\$ 250.00	\$ 2,500.00	\$ 117.00	\$ 1,170.00	\$ 112.00	\$ 1,120.00
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	3,034	\$ 2.10	\$ 6,371.40	\$ 1.75	\$ 5,309.50	\$ 2.00	\$ 6,068.00	\$ 2.00	\$ 6,068.00	\$ 1.95	\$ 5,916.30
2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL (6")	LF	4,115	\$ 2.50	\$ 10,287.50	\$ 2.75	\$ 11,316.25	\$ 2.00	\$ 8,230.00	\$ 2.33	\$ 9,587.95	\$ 2.25	\$ 9,258.75
2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL (12")	LF	2,069	\$ 4.20	\$ 8,689.80	\$ 4.95	\$ 10,241.55	\$ 2.85	\$ 5,896.65	\$ 3.98	\$ 8,234.62	\$ 3.85	\$ 7,965.65

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SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2573.602	INLET PROTECTION	EACH	15	\$ 128.00	\$ 1,920.00	\$ 154.50	\$ 2,317.50	\$ 135.00	\$ 2,025.00	\$ 100.00	\$ 1,500.00	\$ 220.00	\$ 3,300.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	4	\$ 1,140.00	\$ 4,560.00	\$ 1,554.00	\$ 6,216.00	\$ 1,250.00	\$ 5,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00
2573.513	TEMPORARY DITCH CHECK TYPE 7	CY	81	\$ 39.50	\$ 3,199.50	\$ 27.60	\$ 2,235.60	\$ 135.00	\$ 10,935.00	\$ 60.00	\$ 4,860.00	\$ 128.00	\$ 10,368.00
2573.602	ROCK DITCH CHECK	EACH	9	\$ 539.00	\$ 4,851.00	\$ 290.70	\$ 2,616.30	\$ 1,650.00	\$ 14,850.00	\$ 700.00	\$ 6,300.00	\$ 2,220.00	\$ 19,980.00
2575.505	SODDING	SY	1,845	\$ 5.90	\$ 10,885.50	\$ 6.70	\$ 12,361.50	\$ 5.00	\$ 9,225.00	\$ 2.54	\$ 4,686.30	\$ 2.45	\$ 4,520.25
2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SY	55,942	\$ 1.20	\$ 67,130.40	\$ 1.20	\$ 67,130.40	\$ 0.90	\$ 50,347.80	\$ 1.17	\$ 65,452.14	\$ 1.15	\$ 64,333.30
2575.523	EROSION CONTROL BLANKETS CATEGORY 4	SY	7,447	\$ 1.50	\$ 11,170.50	\$ 1.10	\$ 8,191.70	\$ 1.10	\$ 8,191.70	\$ 1.24	\$ 9,234.28	\$ 1.20	\$ 8,936.40
2575.525	EROSION STABILIZATION MAT CLASS 2	SY	1,912	\$ 3.90	\$ 7,456.80	\$ 6.10	\$ 11,663.20	\$ 3.50	\$ 6,692.00	\$ 6.10	\$ 11,663.20	\$ 5.85	\$ 11,185.20
2575.525	EROSION STABILIZATION MAT CLASS 4	SY	7,437	\$ 7.30	\$ 54,290.10	\$ 8.30	\$ 61,727.10	\$ 8.35	\$ 62,098.95	\$ 8.48	\$ 63,065.76	\$ 8.20	\$ 60,983.40
2575.532	FERTILIZER TYPE 4	LB	2,494	\$ 0.75	\$ 1,870.50	\$ 0.50	\$ 1,247.00	\$ 0.75	\$ 1,870.50	\$ 0.69	\$ 1,720.86	\$ 0.70	\$ 1,745.80
2575.550	COMPOST GRADE 2	CY	206	\$ 76.00	\$ 15,656.00	\$ 23.50	\$ 4,841.00	\$ 45.00	\$ 9,270.00	\$ 52.74	\$ 10,864.44	\$ 50.00	\$ 10,300.00
2575.555	TURF ESTABLISHMENT	LS	1.00	\$ 22,400.00	\$ 22,400.00	\$ 18,200.00	\$ 18,200.00	\$ 25,000.00	\$ 25,000.00	\$ 6,940.00	\$ 6,940.00	\$ 6,700.00	\$ 6,700.00
2575.608	SEED MIXTURE 330	LB	1,115	\$ 5.30	\$ 5,909.50	\$ 4.70	\$ 5,240.50	\$ 5.00	\$ 5,575.00	\$ 4.85	\$ 5,407.75	\$ 4.70	\$ 5,240.50
2575.608	SEED MIXTURE 328	LB	57	\$ 5.40	\$ 307.80	\$ 4.70	\$ 267.90	\$ 5.00	\$ 285.00	\$ 4.79	\$ 273.03	\$ 4.60	\$ 262.20
2575.608	SEED MIXTURE SPECIAL 1	LB	79	\$ 6.70	\$ 529.30	\$ 2.20	\$ 173.80	\$ 2.00	\$ 158.00	\$ 1.79	\$ 141.41	\$ 2.00	\$ 158.00
2575.608	HYDRAULIC SOIL STABILIZER TYPE 6	LB	109,534	\$ 0.55	\$ 60,243.70	\$ 0.75	\$ 82,150.50	\$ 0.75	\$ 82,150.50	\$ 0.69	\$ 75,578.46	\$ 0.65	\$ 71,197.10
T	SCHEDULE 1.0 - STREET & GRADING - TOTAL				\$ 1,064,571.60		\$ 1,038,060.55		\$ 1,041,237.00		\$ 1,185,369.78		\$ 1,213,459.55
	SCHEDULE 2.0 - SANITARY												
2104.501	REMOVE PIPE (SEWER SERVICE)	LF	297	\$ 7.40	\$ 2,197.80	\$ 8.80	\$ 2,613.60	\$ 7.50	\$ 2,227.50	\$ 1.06	\$ 314.82	\$ 1.00	\$ 297.00
2503.602	CONNECT TO EXISTING SEWER (SERVICE)	EACH	9	\$ 728.00	\$ 6,552.00	\$ 1,163.00	\$ 10,467.00	\$ 1,000.00	\$ 9,000.00	\$ 614.80	\$ 5,533.20	\$ 550.00	\$ 4,950.00
2503.603	INSTALL PIPE SEWER (SERVICES)	LF	297	\$ 17.50	\$ 5,197.50	\$ 18.00	\$ 5,346.00	\$ 22.00	\$ 6,534.00	\$ 19.08	\$ 5,666.76	\$ 18.00	\$ 5,346.00
2506.602	ADJUST FAME & RING CASTING (SPECIAL)	EACH	1	\$ 464.00	\$ 464.00	\$ 1,586.00	\$ 1,586.00	\$ 650.00	\$ 650.00	\$ 1,696.00	\$ 1,696.00	\$ 450.00	\$ 450.00
T	SCHEDULE 2.0 - SANITARY - TOTAL				\$ 14,411.30		\$ 20,012.60		\$ 18,411.50		\$ 13,210.78		\$ 11,043.00
	SCHEDULE 3.0 - WATERMAIN												
2104.501	REMOVE PIPE (WATERMAIN)	LF	72	\$ 11.00	\$ 792.00	\$ 10.60	\$ 763.20	\$ 11.00	\$ 792.00	\$ 1.06	\$ 76.32	\$ 10.00	\$ 720.00
2504.602	ADJUST VALVE BOX	EACH	4	\$ 227.00	\$ 908.00	\$ 370.00	\$ 1,480.00	\$ 165.00	\$ 660.00	\$ 318.00	\$ 1,272.00	\$ 255.00	\$ 1,020.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	6	\$ 741.00	\$ 4,446.00	\$ 835.00	\$ 5,010.00	\$ 1,350.00	\$ 8,100.00	\$ 1,378.00	\$ 8,268.00	\$ 1,050.00	\$ 6,300.00
2504.603	18" CP PIPE CASING	LF	35	\$ 1,680.00	\$ 58,800.00	\$ 42.30	\$ 1,480.50	\$ 52.00	\$ 1,820.00	\$ 48.76	\$ 1,706.60	\$ 86.00	\$ 3,010.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LF	80	\$ 70.50	\$ 5,640.00	\$ 106.00	\$ 8,480.00	\$ 50.00	\$ 4,000.00	\$ 50.88	\$ 4,070.40	\$ 80.00	\$ 6,400.00
2504.604	4" POLYSTYRENE INSULATION	SY	194	\$ 21.00	\$ 4,074.00	\$ 18.00	\$ 3,492.00	\$ 17.50	\$ 3,395.00	\$ 51.94	\$ 10,076.36	\$ 50.00	\$ 9,700.00
T	SCHEDULE 3.0 - WATERMAIN - TOTAL				\$ 74,660.00		\$ 20,705.70		\$ 18,767.00		\$ 25,469.68		\$ 27,150.00
	SCHEDULE 4.0 - STORM												
2104.501	REMOVE SEWER PIPE (STORM)	LF	1,865	\$ 9.50	\$ 17,717.50	\$ 10.60	\$ 19,769.00	\$ 14.00	\$ 26,110.00	\$ 2.12	\$ 3,953.80	\$ 8.50	\$ 15,852.50
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	7	\$ 228.00	\$ 1,596.00	\$ 211.00	\$ 1,477.00	\$ 500.00	\$ 3,500.00	\$ 26.50	\$ 185.50	\$ 280.00	\$ 1,960.00
2104.607	SALVAGE RANDOM RIP RAP	CY	209	\$ 1.20	\$ 250.80	\$ 21.15	\$ 4,420.35	\$ 15.00	\$ 3,135.00	\$ 10.00	\$ 2,090.00	\$ 18.00	\$ 3,762.00
2451.507	GRANULAR BEDDING (CV)	CY	2,703	\$ 16.00	\$ 43,248.00	\$ 3.20	\$ 8,649.60	\$ 40.00	\$ 108,120.00	\$ 1.24	\$ 3,351.72	\$ 12.00	\$ 32,436.00
2501.515	24" GS PIPE APRON	EACH	5	\$ 876.00	\$ 4,380.00	\$ 772.00	\$ 3,860.00	\$ 925.00	\$ 4,625.00	\$ 530.00	\$ 2,650.00	\$ 830.00	\$ 4,150.00
2501.515	30" GS PIPE APRON	EACH	1	\$ 1,390.00	\$ 1,390.00	\$ 1,698.00	\$ 1,698.00	\$ 1,050.00	\$ 1,050.00	\$ 922.20	\$ 922.20	\$ 1,265.00	\$ 1,265.00
2501.515	36" GS PIPE APRON	EACH	3	\$ 1,730.00	\$ 5,190.00	\$ 2,749.00	\$ 8,247.00	\$ 1,450.00	\$ 4,350.00	\$ 1,272.00	\$ 3,816.00	\$ 1,605.00	\$ 4,815.00
2501.515	48" GS PIPE APRON	EACH	1	\$ 2,320.00	\$ 2,320.00	\$ 3,172.00	\$ 3,172.00	\$ 1,750.00	\$ 1,750.00	\$ 2,544.00	\$ 2,544.00	\$ 2,565.00	\$ 2,565.00
2501.515	60" GS PIPE APRON	EACH	1	\$ 2,560.00	\$ 2,560.00	\$ 6,343.00	\$ 6,343.00	\$ 2,350.00	\$ 2,350.00	\$ 3,604.00	\$ 3,604.00	\$ 3,765.00	\$ 3,765.00
2501.573	INSTALL FLAP GATE (36" ELASTOMERIC CHECK VALVE)	EACH	1	\$ 12,600.00	\$ 12,600.00	\$ 12,686.00	\$ 12,686.00	\$ 9,250.00	\$ 9,250.00	\$ 10,494.00	\$ 10,494.00	\$ 7,700.00	\$ 7,700.00
2502.521	8" TP PIPE DRAIN	LF	73	\$ 16.50	\$ 1,204.50	\$ 15.90	\$ 1,160.70	\$ 40.00	\$ 2,920.00	\$ 26.50	\$ 1,934.50	\$ 16.00	\$ 1,168.00
2502.602	8" TP PIPE DRAIN CLEAN OUT	EACH	2	\$ 712.00	\$ 1,424.00	\$ 238.00	\$ 476.00	\$ 275.00	\$ 550.00	\$ 1,272.00	\$ 2,544.00	\$ 310.00	\$ 620.00
2503.511	15" RC PIPE SEWER DES 3006 CL III	LF	59	\$ 33.50	\$ 1,976.50	\$ 27.50	\$ 1,622.50	\$ 39.00	\$ 2,301.00	\$ 34.98	\$ 2,063.82	\$ 38.00	\$ 2,242.00
2503.511	18" RC PIPE SEWER DES 3006 CL III	LF	60	\$ 35.50	\$ 2,130.00	\$ 30.65	\$ 1,839.00	\$ 48.00	\$ 2,880.00	\$ 38.16	\$ 2,289.60	\$ 40.00	\$ 2,400.00
2503.511	24" RC PIPE SEWER DES 3006 CL III	LF	376	\$ 40.50	\$ 15,228.00	\$ 38.00	\$ 14,288.00	\$ 56.00	\$ 21,056.00	\$ 44.52	\$ 16,739.52	\$ 45.50	\$ 17,108.00
2503.511	30" RC PIPE SEWER DES 3006 CL III	LF	240	\$ 57.50	\$ 13,800.00	\$ 60.25	\$ 14,460.00	\$ 69.00	\$ 16,560.00	\$ 58.30	\$ 13,992.00	\$ 57.70	\$ 13,848.00
2503.511	36" RC PIPE SEWER DES 3006 CL III	LF	233	\$ 73.00	\$ 17,009.00	\$ 77.20	\$ 17,987.60	\$ 76.00	\$ 17,708.00	\$ 76.32	\$ 17,782.56	\$ 73.00	\$ 17,009.00
2503.511	48" RC PIPE SEWER DES 3006 CL III	LF	146	\$ 114.00	\$ 16,644.00	\$ 131.00	\$ 19,126.00	\$ 102.00	\$ 14,892.00	\$ 115.54	\$ 16,868.84	\$ 105.00	\$ 15,330.00
2503.603	18" CP PIPE SEWER	LF	160	\$ 22.00	\$ 3,520.00	\$ 21.10	\$ 3,376.00	\$ 36.00	\$ 5,760.00	\$ 34.98	\$ 5,596.80	\$ 39.00	\$ 6,240.00
2503.603	24" CP PIPE SEWER	LF	740	\$ 28.00	\$ 20,720.00	\$ 29.60	\$ 21,904.00	\$ 45.00	\$ 33,300.00	\$ 42.40	\$ 31,376.00	\$ 40.00	\$ 29,600.00
2503.603	30" CP PIPE SEWER	LF	400	\$ 47.00	\$ 18,800.00	\$ 45.50	\$ 18,200.00	\$ 53.00	\$ 21,200.00	\$ 51.94	\$ 20,776.00	\$ 50.00	\$ 20,000.00

				Meyer Contracting, Inc. 11000 93rd Ave N Maple Grove, MN 55369		Rachel Contracting, Inc. 4125 Napier Ct. NE St. Michael, MN 55376		Carl Bolander & Sons Company 251 Stakey St. St. Paul, MN 55107		Rud Excavating 4280 Bagley Ave. Webster, MN 55088		LaTour Construction, Inc. 2134 Co. Rd. 8 Maple Lake, MN 55358	
SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2503.603	36" CP PIPE SEWER	LF	1,906	\$ 46.50	\$ 88,629.00	\$ 57.10	\$ 108,832.60	\$ 62.00	\$ 118,172.00	\$ 63.60	\$ 121,221.60	\$ 65.00	\$ 123,890.00
2503.603	48" CP PIPE SEWER	LF	613	\$ 71.00	\$ 43,523.00	\$ 89.85	\$ 55,078.05	\$ 77.00	\$ 47,201.00	\$ 115.54	\$ 70,826.02	\$ 87.00	\$ 53,331.00
2503.603	60" CP PIPE SEWER	LF	240	\$ 129.00	\$ 30,960.00	\$ 151.00	\$ 36,240.00	\$ 145.00	\$ 34,800.00	\$ 154.76	\$ 37,142.40	\$ 130.00	\$ 31,200.00
2503.603	PLUG FILL & ABANDON PIPE SEWER	LF	147	\$ 3.40	\$ 499.80	\$ 15.90	\$ 2,337.30	\$ 15.00	\$ 2,205.00	\$ 31.80	\$ 4,674.60	\$ 15.00	\$ 2,205.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 27-4020	EACH	3	\$ 1,730.00	\$ 5,190.00	\$ 1,375.00	\$ 4,125.00	\$ 1,275.00	\$ 3,825.00	\$ 1,378.00	\$ 4,134.00	\$ 1,550.00	\$ 4,650.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	6	\$ 2,110.00	\$ 12,660.00	\$ 2,232.00	\$ 13,392.00	\$ 1,675.00	\$ 10,050.00	\$ 2,226.00	\$ 13,356.00	\$ 2,100.00	\$ 12,600.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 60-4020	EACH	10	\$ 2,620.00	\$ 26,200.00	\$ 4,043.00	\$ 40,430.00	\$ 3,200.00	\$ 32,000.00	\$ 3,498.00	\$ 34,980.00	\$ 3,400.00	\$ 34,000.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 66-4020	EACH	1	\$ 3,340.00	\$ 3,340.00	\$ 3,383.00	\$ 3,383.00	\$ 3,200.00	\$ 3,200.00	\$ 3,816.00	\$ 3,816.00	\$ 3,350.00	\$ 3,350.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 72-4020	EACH	4	\$ 3,370.00	\$ 13,480.00	\$ 4,532.00	\$ 18,128.00	\$ 3,650.00	\$ 14,600.00	\$ 4,346.00	\$ 17,384.00	\$ 3,900.00	\$ 15,600.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 78-4020	EACH	2	\$ 4,060.00	\$ 8,120.00	\$ 4,942.00	\$ 9,884.00	\$ 4,900.00	\$ 9,800.00	\$ 4,876.00	\$ 9,752.00	\$ 4,300.00	\$ 8,600.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 84-4020	EACH	3	\$ 4,380.00	\$ 13,140.00	\$ 6,819.00	\$ 20,457.00	\$ 5,125.00	\$ 15,375.00	\$ 5,724.00	\$ 17,172.00	\$ 5,100.00	\$ 15,300.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 96-4020	EACH	2	\$ 5,320.00	\$ 10,640.00	\$ 11,298.00	\$ 22,596.00	\$ 9,625.00	\$ 19,250.00	\$ 9,328.00	\$ 18,656.00	\$ 8,200.00	\$ 16,400.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 24"X36"	EACH	4	\$ 1,850.00	\$ 7,400.00	\$ 1,374.00	\$ 5,496.00	\$ 1,500.00	\$ 6,000.00	\$ 1,802.00	\$ 7,208.00	\$ 1,810.00	\$ 7,240.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 32"X48"	EACH	2	\$ 3,070.00	\$ 6,140.00	\$ 5,920.00	\$ 11,840.00	\$ 2,850.00	\$ 5,700.00	\$ 4,982.00	\$ 9,964.00	\$ 4,950.00	\$ 9,900.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 60	EACH	4	\$ 4,750.00	\$ 19,000.00	\$ 7,464.00	\$ 29,856.00	\$ 5,125.00	\$ 20,500.00	\$ 6,254.00	\$ 25,016.00	\$ 6,000.00	\$ 24,000.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 78	EACH	1	\$ 5,880.00	\$ 5,880.00	\$ 13,214.00	\$ 13,214.00	\$ 10,000.00	\$ 10,000.00	\$ 9,328.00	\$ 9,328.00	\$ 9,100.00	\$ 9,100.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 5'X6'	EACH	3	\$ 4,880.00	\$ 14,640.00	\$ 27,730.00	\$ 83,190.00	\$ 8,500.00	\$ 25,500.00	\$ 7,632.00	\$ 22,896.00	\$ 6,800.00	\$ 20,400.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 6'X18'	EACH	1	\$ 17,300.00	\$ 17,300.00	\$ 24,285.00	\$ 24,285.00	\$ 19,500.00	\$ 19,500.00	\$ 18,020.00	\$ 18,020.00	\$ 16,650.00	\$ 16,650.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	3	\$ 1,080.00	\$ 3,240.00	\$ 2,114.00	\$ 6,342.00	\$ 2,000.00	\$ 6,000.00	\$ 1,060.00	\$ 3,180.00	\$ 5,000.00	\$ 15,000.00
2511.501	RANDOM RIPRAP CLASS III	CY	990	\$ 59.00	\$ 58,410.00	\$ 64.20	\$ 63,558.00	\$ 70.00	\$ 69,300.00	\$ 57.00	\$ 56,430.00	\$ 56.00	\$ 55,440.00
2511.501	RANDOM RIPRAP CLASS IV	CY	131	\$ 59.00	\$ 7,729.00	\$ 66.00	\$ 8,646.00	\$ 70.00	\$ 9,170.00	\$ 57.00	\$ 7,467.00	\$ 56.00	\$ 7,336.00
2511.501	RANDOM RIPRAP CLASS V	CY	56	\$ 61.50	\$ 3,444.00	\$ 66.00	\$ 3,696.00	\$ 70.00	\$ 3,920.00	\$ 57.00	\$ 3,192.00	\$ 57.00	\$ 3,192.00
2511.511	GRANULAR FILTER (CV)	CY	850	\$ 28.50	\$ 24,225.00	\$ 17.30	\$ 14,705.00	\$ 35.00	\$ 29,750.00	\$ 25.00	\$ 21,250.00	\$ 22.50	\$ 19,125.00
2511.515	GEOTEXTILE FILTER TYPE IV	SY	2,316	\$ 1.90	\$ 4,400.40	\$ 1.75	\$ 4,053.00	\$ 2.00	\$ 4,632.00	\$ 3.00	\$ 6,948.00	\$ 2.10	\$ 4,863.60
2511.515	GEOTEXTILE FILTER TYPE VI	SY	56	\$ 1.90	\$ 106.40	\$ 2.15	\$ 120.40	\$ 3.00	\$ 168.00	\$ 4.00	\$ 224.00	\$ 1.90	\$ 106.40
2511.607	INSTALL RANDOM RIPRAP (SALVAGED)	CY	96	\$ 13.50	\$ 1,296.00	\$ 24.25	\$ 2,328.00	\$ 15.00	\$ 1,440.00	\$ 25.00	\$ 2,400.00	\$ 23.00	\$ 2,208.00
2554.509	GUIDE POST TYPE B (STRUCTURE MARKERS)	EACH	3	\$ 170.00	\$ 510.00	\$ 93.75	\$ 281.25	\$ 220.00	\$ 660.00	\$ 159.00	\$ 477.00	\$ 120.00	\$ 360.00
T	SCHEDULE 4.0 - STORM - TOTAL				\$ 633,810.90		\$ 791,255.35		\$ 826,085.00		\$ 712,689.48		\$ 719,882.50
	<u>BID SUMMARY</u>												
T	SCHEDULE 1 - STREET & GRADING - TOTAL				\$ 1,064,571.60		\$ 1,038,060.55		\$ 1,041,237.00		\$ 1,185,369.78		\$ 1,213,459.55
T	SCHEDULE 2 - SANITARY - TOTAL				\$ 14,411.30		\$ 20,012.60		\$ 18,411.50		\$ 13,210.78		\$ 11,043.00
T	SCHEDULE 3 - WATERMAIN - TOTAL				\$ 74,660.00		\$ 20,705.70		\$ 18,767.00		\$ 25,469.68		\$ 27,150.00
T	SCHEDULE 4 - STORM - TOTAL				\$ 633,810.90		\$ 791,255.35		\$ 826,085.00		\$ 712,689.48		\$ 719,882.50
T	GRAND TOTAL				\$ 1,787,453.80		\$ 1,870,034.20		\$ 1,904,500.50		\$ 1,936,739.72		\$ 1,971,535.05

BID TABULATION: January 17, 2012

2011-01 North Ravine Area Drainage Improvements

City Project No. 2011-01, S.P. 098-080-034

BDM Project No. 118-044

Addendum No. 1 - January 12, 2012, Addendum No. 2 - January 13, 2012

SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	Eureka Construction, Inc. 8500 210th St. W. #130 Lakeville, MN 55044		Burschville Construction, Inc. PO Box 65 Hanover, MN 55341		Northwest Asphalt, Inc. 1451 Stagecoach Rd. Shakopee, MN 55379	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - STREET & GRADING									
2021.501	MOBILIZATION	LS	1.00	\$ 95,000.00	\$ 95,000.00	\$ 32,000.00	\$ 32,000.00	\$ 64,537.00	\$ 64,537.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
2101.501	CLEARING	AC	11.35	\$ 2,300.00	\$ 26,105.00	\$ 2,350.00	\$ 26,672.50	\$ 2,350.00	\$ 26,672.50
2101.502	CLEARING	TREE	15	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 125.00	\$ 1,875.00
2101.506	GRUBBING	AC	11.35	\$ 1,000.00	\$ 11,350.00	\$ 1,550.00	\$ 17,592.50	\$ 1,050.00	\$ 11,917.50
2101.507	GRUBBING	TREE	15	\$ 100.00	\$ 1,500.00	\$ 50.00	\$ 750.00	\$ 125.00	\$ 1,875.00
2103.501	BUILDING REMOVAL	LS	1.00	\$ 8,000.00	\$ 8,000.00	\$ 14,000.00	\$ 14,000.00	\$ 6,100.00	\$ 6,100.00
2104.501	REMOVE CURB AND GUTTER	LF	228	\$ 2.00	\$ 456.00	\$ 2.00	\$ 456.00	\$ 2.75	\$ 627.00
2104.505	REMOVE CONCRETE PAVEMENT	SY	312	\$ 6.00	\$ 1,872.00	\$ 7.00	\$ 2,184.00	\$ 4.00	\$ 1,248.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	4,096	\$ 2.00	\$ 8,192.00	\$ 3.00	\$ 12,288.00	\$ 2.50	\$ 10,240.00
2104.509	REMOVE MAILBOX SUPPORT	EACH	6	\$ 35.00	\$ 210.00	\$ 30.00	\$ 180.00	\$ 100.00	\$ 600.00
2104.525	ABANDON AND SEAL WELL SHAFT	EACH	2	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00
2104.521	SALVAGE CHAIN LINK FENCE	LF	524	\$ 3.00	\$ 1,572.00	\$ 4.00	\$ 2,096.00	\$ 5.00	\$ 2,620.00
2104.523	SALVAGE SIGN	EACH	3	\$ 35.00	\$ 105.00	\$ 25.00	\$ 75.00	\$ 50.00	\$ 150.00
2105.501	COMMON EXCAVATION (STREET) (EV) (P)	CY	1,306	\$ 7.30	\$ 9,533.80	\$ 16.50	\$ 21,549.00	\$ 10.50	\$ 13,713.00
2105.501	COMMON EXCAVATION (POND & RAVINE) (EV)	CY	69,438	\$ 7.90	\$ 548,560.20	\$ 8.00	\$ 555,504.00	\$ 9.00	\$ 624,942.00
2105.522	SELECT GRANULAR BORROW (CV)	CY	161	\$ 10.00	\$ 1,610.00	\$ 13.50	\$ 2,173.50	\$ 18.00	\$ 2,898.00
2105.525	TOPSOIL BORROW (LV)	CY	3,507	\$ 13.50	\$ 47,344.50	\$ 15.50	\$ 54,358.50	\$ 17.00	\$ 59,619.00
2105.607	TOPSOIL BORROW MOD (LV)	CY	616	\$ 26.00	\$ 16,016.00	\$ 19.00	\$ 11,704.00	\$ 30.00	\$ 18,480.00
2105.607	HAUL & STOCKPILE EXCESS MATERIAL (EV)	CY	4,000	\$ 4.50	\$ 18,000.00	\$ 5.25	\$ 21,000.00	\$ 7.40	\$ 29,600.00
2105.604	COMPOSITE LINER (P)	SY	2,112	\$ 14.25	\$ 30,096.00	\$ 24.00	\$ 50,688.00	\$ 28.00	\$ 59,136.00
2211.501	AGGREGATE BASE CLASS 5	TON	1,587	\$ 11.00	\$ 17,457.00	\$ 14.00	\$ 22,218.00	\$ 12.25	\$ 19,440.75
2118.501	AGGREGATE SURFACING CLASS 5	TON	246	\$ 13.50	\$ 3,321.00	\$ 14.00	\$ 3,444.00	\$ 14.75	\$ 3,628.50
2232.501	MILL BITUMINOUS SURFACE (1.5")	SY	167	\$ 15.00	\$ 2,505.00	\$ 17.00	\$ 2,839.00	\$ 9.00	\$ 1,503.00
2301.501	CONCRETE PAVEMENT (6" THICK)	SY	125	\$ 46.50	\$ 5,812.50	\$ 45.00	\$ 5,625.00	\$ 45.55	\$ 5,693.75
2350.501	TYPE SP 12.5 WEAR COURSE MIXTURE 2B (HASTINGS)	TON	45	\$ 125.00	\$ 5,625.00	\$ 150.00	\$ 6,750.00	\$ 87.70	\$ 3,946.50
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (STREET)	TON	331	\$ 68.00	\$ 22,508.00	\$ 70.00	\$ 23,170.00	\$ 77.40	\$ 25,619.40
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (TRAIL)	TON	11	\$ 125.00	\$ 1,375.00	\$ 150.00	\$ 1,650.00	\$ 150.00	\$ 1,650.00
2350.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (D/W)	TON	15	\$ 125.00	\$ 1,875.00	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00
2350.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE 2B (STREET)	TON	463	\$ 65.00	\$ 30,095.00	\$ 67.00	\$ 31,021.00	\$ 70.25	\$ 32,525.75
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	113	\$ 3.00	\$ 339.00	\$ 3.10	\$ 350.30	\$ 3.50	\$ 395.50
2506.522	ADJUST FAME & RING CASTING	EACH	3	\$ 250.00	\$ 750.00	\$ 600.00	\$ 1,800.00	\$ 350.00	\$ 1,050.00
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	1,699	\$ 10.20	\$ 17,329.80	\$ 12.75	\$ 21,662.25	\$ 12.25	\$ 20,812.75
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LF	139	\$ 22.00	\$ 3,058.00	\$ 14.50	\$ 2,015.50	\$ 14.00	\$ 1,946.00
2531.501	BITUMINOUS CURB	LF	27	\$ 15.00	\$ 405.00	\$ 20.00	\$ 540.00	\$ 8.00	\$ 216.00
2540.602	INSTALL MAIL BOX SUPPORT	EACH	6	\$ 85.00	\$ 510.00	\$ 150.00	\$ 900.00	\$ 25.00	\$ 150.00
2557.603	INSTALL CHAIN LINK FENCE (SALVAGED)	LF	463	\$ 8.00	\$ 3,704.00	\$ 10.00	\$ 4,630.00	\$ 10.00	\$ 4,630.00
2557.603	INSTALL CHAIN LINK FENCE	LF	1,580	\$ 12.20	\$ 19,276.00	\$ 14.75	\$ 23,305.00	\$ 15.50	\$ 24,490.00
2563.601	TRAFFIC CONTROL	LS	1.00	\$ 4,450.00	\$ 4,450.00	\$ 4,000.00	\$ 4,000.00	\$ 6,930.00	\$ 6,930.00
2564.603	4" DOUBLE SOLID LINE YELLOW-EPOXY	LF	50	\$ 3.84	\$ 192.00	\$ 5.00	\$ 250.00	\$ 4.00	\$ 200.00
2564.602	INSTALL SIGN (SALVAGED)	EACH	3	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 125.00	\$ 375.00
2564.602	F&I SIGN PANEL TYPE C	EACH	10	\$ 110.00	\$ 1,100.00	\$ 125.00	\$ 1,250.00	\$ 250.00	\$ 2,500.00
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	3,034	\$ 1.65	\$ 5,006.10	\$ 2.00	\$ 6,068.00	\$ 1.55	\$ 4,702.70
2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL (6")	LF	4,115	\$ 2.00	\$ 8,230.00	\$ 2.35	\$ 9,670.25	\$ 2.50	\$ 10,287.50
2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL (12")	LF	2,069	\$ 2.85	\$ 5,896.65	\$ 3.95	\$ 8,172.55	\$ 4.50	\$ 9,310.50

				Eureka Construction, Inc. 8500 210th St. W. #130 Lakeville, MN 55044		Burschville Construction, Inc. PO Box 65 Hanover, MN 55341		Northwest Asphalt, Inc. 1451 Stagecoach Rd. Shakopee, MN 55379	
SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2573.602	INLET PROTECTION	EACH	15	\$ 135.00	\$ 2,025.00	\$ 150.00	\$ 2,250.00	\$ 100.00	\$ 1,500.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00
2573.513	TEMPORARY DITCH CHECK TYPE 7	CY	81	\$ 50.00	\$ 4,050.00	\$ 65.00	\$ 5,265.00	\$ 75.00	\$ 6,075.00
2573.602	ROCK DITCH CHECK	EACH	9	\$ 1,200.00	\$ 10,800.00	\$ 2,000.00	\$ 18,000.00	\$ 15,000.00	\$ 135,000.00
2575.505	SODDING	SY	1,845	\$ 5.30	\$ 9,778.50	\$ 2.75	\$ 5,073.75	\$ 6.00	\$ 11,070.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SY	55,942	\$ 0.90	\$ 50,347.80	\$ 1.20	\$ 67,130.40	\$ 1.10	\$ 61,536.20
2575.523	EROSION CONTROL BLANKETS CATEGORY 4	SY	7,447	\$ 1.05	\$ 7,819.35	\$ 1.25	\$ 9,308.75	\$ 0.98	\$ 7,298.06
2575.525	EROSION STABILIZATION MAT CLASS 2	SY	1,912	\$ 3.45	\$ 6,596.40	\$ 6.00	\$ 11,472.00	\$ 5.50	\$ 10,516.00
2575.525	EROSION STABILIZATION MAT CLASS 4	SY	7,437	\$ 8.25	\$ 61,355.25	\$ 8.40	\$ 62,470.80	\$ 7.50	\$ 55,777.50
2575.532	FERTILIZER TYPE 4	LB	2,494	\$ 0.70	\$ 1,745.80	\$ 0.70	\$ 1,745.80	\$ 0.45	\$ 1,122.30
2575.550	COMPOST GRADE 2	CY	206	\$ 24.00	\$ 4,944.00	\$ 52.25	\$ 10,763.50	\$ 19.00	\$ 3,914.00
2575.555	TURF ESTABLISHMENT	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 16,500.00	\$ 16,500.00
2575.608	SEED MIXTURE 330	LB	1,115	\$ 4.55	\$ 5,073.25	\$ 4.80	\$ 5,352.00	\$ 4.25	\$ 4,738.75
2575.608	SEED MIXTURE 328	LB	57	\$ 4.65	\$ 265.05	\$ 4.75	\$ 270.75	\$ 4.25	\$ 242.25
2575.608	SEED MIXTURE SPECIAL 1	LB	79	\$ 1.75	\$ 138.25	\$ 2.00	\$ 158.00	\$ 2.00	\$ 158.00
2575.608	HYDRAULIC SOIL STABILIZER TYPE 6	LB	109,534	\$ 0.70	\$ 76,673.80	\$ 0.70	\$ 76,673.80	\$ 0.65	\$ 71,197.10
T	SCHEDULE 1.0 - STREET & GRADING - TOTAL				\$ 1,261,555.00		\$ 1,302,586.40		\$ 1,523,248.76
	SCHEDULE 2.0 - SANITARY								
2104.501	REMOVE PIPE (SEWER SERVICE)	LF	297	\$ 7.00	\$ 2,079.00	\$ 2.00	\$ 594.00	\$ 5.00	\$ 1,485.00
2503.602	CONNECT TO EXISTING SEWER (SERVICE)	EACH	9	\$ 117.00	\$ 1,053.00	\$ 600.00	\$ 5,400.00	\$ 450.00	\$ 4,050.00
2503.603	INSTALL PIPE SEWER (SERVICES)	LF	297	\$ 33.00	\$ 9,801.00	\$ 20.00	\$ 5,940.00	\$ 24.65	\$ 7,321.05
2506.602	ADJUST FAME & RING CASTING (SPECIAL)	EACH	1	\$ 287.00	\$ 287.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00
T	SCHEDULE 2.0 - SANITARY- TOTAL				\$ 13,220.00		\$ 13,934.00		\$ 14,256.05
	SCHEDULE 3.0 - WATERMAIN								
2104.501	REMOVE PIPE (WATERMAIN)	LF	72	\$ 13.00	\$ 936.00	\$ 8.00	\$ 576.00	\$ 8.00	\$ 576.00
2504.602	ADJUST VALVE BOX	EACH	4	\$ 373.00	\$ 1,492.00	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	6	\$ 1,363.00	\$ 8,178.00	\$ 2,200.00	\$ 13,200.00	\$ 770.00	\$ 4,620.00
2504.603	18" CP PIPE CASING	LF	35	\$ 40.00	\$ 1,400.00	\$ 50.00	\$ 1,750.00	\$ 70.00	\$ 2,450.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LF	80	\$ 76.00	\$ 6,080.00	\$ 45.00	\$ 3,600.00	\$ 55.00	\$ 4,400.00
2504.604	4" POLYSTYRENE INSULATION	SY	194	\$ 34.00	\$ 6,596.00	\$ 65.00	\$ 12,610.00	\$ 30.00	\$ 5,820.00
T	SCHEDULE 3.0 - WATERMAIN - TOTAL				\$ 24,682.00		\$ 32,936.00		\$ 18,866.00
	SCHEDULE 4.0 - STORM								
2104.501	REMOVE SEWER PIPE (STORM)	LF	1,865	\$ 9.00	\$ 16,785.00	\$ 8.00	\$ 14,920.00	\$ 5.00	\$ 9,325.00
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	7	\$ 395.00	\$ 2,765.00	\$ 350.00	\$ 2,450.00	\$ 350.00	\$ 2,450.00
2104.607	SALVAGE RANDOM RIP RAP	CY	209	\$ 6.00	\$ 1,254.00	\$ 25.00	\$ 5,225.00	\$ 15.00	\$ 3,135.00
2451.507	GRANULAR BEDDING (CV)	CY	2,703	\$ 12.00	\$ 32,436.00	\$ 13.50	\$ 36,490.50	\$ 13.00	\$ 35,139.00
2501.515	24" GS PIPE APRON	EACH	5	\$ 605.00	\$ 3,025.00	\$ 600.00	\$ 3,000.00	\$ 346.00	\$ 1,730.00
2501.515	30" GS PIPE APRON	EACH	1	\$ 1,273.00	\$ 1,273.00	\$ 825.00	\$ 825.00	\$ 502.00	\$ 502.00
2501.515	36" GS PIPE APRON	EACH	3	\$ 2,180.00	\$ 6,540.00	\$ 1,275.00	\$ 3,825.00	\$ 865.00	\$ 2,595.00
2501.515	48" GS PIPE APRON	EACH	1	\$ 2,801.00	\$ 2,801.00	\$ 1,625.00	\$ 1,625.00	\$ 1,207.00	\$ 1,207.00
2501.515	60" GS PIPE APRON	EACH	1	\$ 5,731.00	\$ 5,731.00	\$ 2,375.00	\$ 2,375.00	\$ 1,678.00	\$ 1,678.00
2501.573	INSTALL FLAP GATE (36" ELASTOMERIC CHECK VALVE)	EACH	1	\$ 8,500.00	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00	\$ 14,574.00	\$ 14,574.00
2502.521	8" TP PIPE DRAIN	LF	73	\$ 12.00	\$ 876.00	\$ 30.00	\$ 2,190.00	\$ 30.05	\$ 2,193.65
2502.602	8" TP PIPE DRAIN CLEAN OUT	EACH	2	\$ 350.00	\$ 700.00	\$ 450.00	\$ 900.00	\$ 265.00	\$ 530.00
2503.511	15" RC PIPE SEWER DES 3006 CL III	LF	59	\$ 48.00	\$ 2,832.00	\$ 26.50	\$ 1,563.50	\$ 34.64	\$ 2,043.76
2503.511	18" RC PIPE SEWER DES 3006 CL III	LF	60	\$ 40.00	\$ 2,400.00	\$ 28.60	\$ 1,716.00	\$ 36.02	\$ 2,161.20
2503.511	24" RC PIPE SEWER DES 3006 CL III	LF	376	\$ 46.00	\$ 17,296.00	\$ 36.00	\$ 13,536.00	\$ 38.59	\$ 14,509.84
2503.511	30" RC PIPE SEWER DES 3006 CL III	LF	240	\$ 52.00	\$ 12,480.00	\$ 50.00	\$ 12,000.00	\$ 49.56	\$ 11,894.40
2503.511	36" RC PIPE SEWER DES 3006 CL III	LF	233	\$ 69.00	\$ 16,077.00	\$ 69.00	\$ 16,077.00	\$ 63.12	\$ 14,706.96
2503.511	48" RC PIPE SEWER DES 3006 CL III	LF	146	\$ 125.00	\$ 18,250.00	\$ 126.00	\$ 18,396.00	\$ 98.07	\$ 14,318.22
2503.603	18" CP PIPE SEWER	LF	160	\$ 30.00	\$ 4,800.00	\$ 25.50	\$ 4,080.00	\$ 28.82	\$ 4,611.20
2503.603	24" CP PIPE SEWER	LF	740	\$ 43.00	\$ 31,820.00	\$ 30.00	\$ 22,200.00	\$ 33.37	\$ 24,693.80
2503.603	30" CP PIPE SEWER	LF	400	\$ 51.00	\$ 20,400.00	\$ 40.00	\$ 16,000.00	\$ 39.59	\$ 15,836.00

SPEC NO.	ITEM DESCRIPTION	UNIT	TOT. QTY.	Eureka Construction, Inc. 8500 210th St. W. #130 Lakeville, MN 55044		Burschville Construction, Inc. PO Box 65 Hanover, MN 55341		Northwest Asphalt, Inc. 1451 Stagecoach Rd. Shakopee, MN 55379	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2503.603	36" CP PIPE SEWER	LF	1,906	\$ 48.00	\$ 91,488.00	\$ 51.00	\$ 97,206.00	\$ 44.21	\$ 84,264.26
2503.603	48" CP PIPE SEWER	LF	613	\$ 66.00	\$ 40,458.00	\$ 72.00	\$ 44,136.00	\$ 61.29	\$ 37,570.77
2503.603	60" CP PIPE SEWER	LF	240	\$ 111.00	\$ 26,640.00	\$ 118.00	\$ 28,320.00	\$ 93.54	\$ 22,449.60
2503.603	PLUG FILL & ABANDON PIPE SEWER	LF	147	\$ 12.00	\$ 1,764.00	\$ 15.00	\$ 2,205.00	\$ 10.00	\$ 1,470.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 27-4020	EACH	3	\$ 1,215.00	\$ 3,645.00	\$ 1,050.00	\$ 3,150.00	\$ 971.00	\$ 2,913.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	6	\$ 1,962.00	\$ 11,772.00	\$ 1,800.00	\$ 10,800.00	\$ 1,735.00	\$ 10,410.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 60-4020	EACH	10	\$ 3,288.00	\$ 32,880.00	\$ 3,250.00	\$ 32,500.00	\$ 3,203.00	\$ 32,030.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 66-4020	EACH	1	\$ 3,379.00	\$ 3,379.00	\$ 3,600.00	\$ 3,600.00	\$ 3,302.00	\$ 3,302.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 72-4020	EACH	4	\$ 4,018.00	\$ 16,072.00	\$ 3,800.00	\$ 15,200.00	\$ 3,888.00	\$ 15,552.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 78-4020	EACH	2	\$ 5,175.00	\$ 10,350.00	\$ 5,000.00	\$ 10,000.00	\$ 4,888.00	\$ 9,776.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 84-4020	EACH	3	\$ 5,720.00	\$ 17,160.00	\$ 6,000.00	\$ 18,000.00	\$ 5,206.00	\$ 15,618.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN 96-4020	EACH	2	\$ 9,711.00	\$ 19,422.00	\$ 9,500.00	\$ 19,000.00	\$ 9,166.00	\$ 18,332.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 24"X36"	EACH	4	\$ 1,436.00	\$ 5,744.00	\$ 1,250.00	\$ 5,000.00	\$ 1,203.00	\$ 4,812.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 32"X48"	EACH	2	\$ 2,149.00	\$ 4,298.00	\$ 3,750.00	\$ 7,500.00	\$ 1,898.00	\$ 3,796.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 60	EACH	4	\$ 5,831.00	\$ 23,324.00	\$ 5,250.00	\$ 21,000.00	\$ 5,237.00	\$ 20,948.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 78	EACH	1	\$ 9,685.00	\$ 9,685.00	\$ 9,600.00	\$ 9,600.00	\$ 9,494.00	\$ 9,494.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 5'X6'	EACH	3	\$ 7,800.00	\$ 23,400.00	\$ 7,250.00	\$ 21,750.00	\$ 4,853.00	\$ 14,559.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 6'X18'	EACH	1	\$ 27,000.00	\$ 27,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,849.00	\$ 24,849.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	3	\$ 800.00	\$ 2,400.00	\$ 900.00	\$ 2,700.00	\$ 690.00	\$ 2,070.00
2511.501	RANDOM RIPRAP CLASS III	CY	990	\$ 55.00	\$ 54,450.00	\$ 65.00	\$ 64,350.00	\$ 62.00	\$ 61,380.00
2511.501	RANDOM RIPRAP CLASS IV	CY	131	\$ 55.00	\$ 7,205.00	\$ 75.00	\$ 9,825.00	\$ 62.00	\$ 8,122.00
2511.501	RANDOM RIPRAP CLASS V	CY	56	\$ 55.00	\$ 3,080.00	\$ 75.00	\$ 4,200.00	\$ 70.00	\$ 3,920.00
2511.511	GRANULAR FILTER (CV)	CY	850	\$ 38.00	\$ 32,300.00	\$ 45.00	\$ 38,250.00	\$ 37.00	\$ 31,450.00
2511.515	GEOTEXTILE FILTER TYPE IV	SY	2,316	\$ 1.75	\$ 4,053.00	\$ 2.00	\$ 4,632.00	\$ 2.03	\$ 4,701.48
2511.515	GEOTEXTILE FILTER TYPE VI	SY	56	\$ 2.50	\$ 140.00	\$ 6.00	\$ 336.00	\$ 2.03	\$ 113.68
2511.607	INSTALL RANDOM RIPRAP (SALVAGED)	CY	96	\$ 12.00	\$ 1,152.00	\$ 25.00	\$ 2,400.00	\$ 30.00	\$ 2,880.00
2554.509	GUIDE POST TYPE B (STRUCTURE MARKERS)	EACH	3	\$ 85.00	\$ 255.00	\$ 100.00	\$ 300.00	\$ 50.00	\$ 150.00
T	SCHEDULE 4.0 - STORM - TOTAL				\$ 682,557.00		\$ 684,354.00		\$ 626,766.82
	<u>BID SUMMARY</u>								
T	SCHEDULE 1 - STREET & GRADING - TOTAL				\$ 1,261,555.00		\$ 1,302,586.40		\$ 1,523,248.76
T	SCHEDULE 2 - SANITARY - TOTAL				\$ 13,220.00		\$ 13,934.00		\$ 14,256.05
T	SCHEDULE 3 - WATERMAIN - TOTAL				\$ 24,682.00		\$ 32,936.00		\$ 18,866.00
T	SCHEDULE 4 - STORM - TOTAL				\$ 682,557.00		\$ 684,354.00		\$ 626,766.82
T	GRAND TOTAL				\$ 1,982,014.00		\$ 2,033,810.40		\$ 2,183,137.63

I hereby certify that this tabulation of the bids received is accurate to the best of my knowledge and belief and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota



01/17/12

Jim Stremel, P.E.
Reg. No. 45782

Date:

All figures shown in italics and/or highlighted are different than figures shown on bids received. These figures correct a computation error or have been changed to reflect the intent of the Bid.



MEMO: City of Newport I/I Program - 2011-2012 Improvement Project

TO: Newport City Council

From: John Stewart P.E. City Engineer

Date: August 24, 2011

1. INTRODUCTION:

On September 1, 2011 the City of Newport Council resolved to award the contract for the Cured-In-Place-Pipe (CIPP) lining portion of the project to Insituform Technologies USA, Inc. as a part of the ongoing I/I improvements. Since that time, the City has given them written notice to proceed and has conducted a pre-construction conference.

2. PROJECT & SCHEDULE:

Based on discussions during the pre-construction conference, the Contractor intends to start the project early on in February. The process begins with cleaning and televising the sewers (3 weeks), then the installation of the CIPP liner (5 weeks), and finally the grouting and repair of the manholes and non-factory made wye connections (2 weeks). It is possible some of these activities will overlap each other.

The process of installing the cured-in-place-pipe may create odors that smell like plastic or glue. In addition, there will be a period of time (hours) when the property owners affected by the section of pipe being worked on will not be able to use water or discharge wastes into their drains. The enclosed door hanger provides pertinent information about the work and will be dropped off at each property the day prior to the work being completed. In addition, the City will send out notices to the affected property owners about a week in advance of the work which will include this information.

3. ADDITIONAL CIPP WORK:

The Public Works Department completed additional inspections and televising in December and documented excessive cracking and significant infiltration on a 600 foot section of pipe along 11th Street between 5th and 7th Avenues. It would be advantages for the City to include this section in the CIPP lining project to reduce the imminent danger of failure and a subsequent sewer back-up.

4. ACTION RECOMMENDED:

Enclosed with this memorandum is a draft resolution to increase the contract amount to include the additional costs to repair the section of pipe on 11th Street. We recommend that the City pass this resolution now so that the Contractor can include this with the critical portions of the system which will be completed first. This will help avoid delays in completing this work.

Please Read below for details.

Your Sewer Access Will Temporarily Be Shut Off!



In the next few days, we will be in the neighborhood reconstructing certain sewer pipes in need of repair.

Insituform is under contract by your local government. The Insituform® process repairs pipes without digging up your neighborhood. This helps to preserve your property and minimize any inconveniences.

Please bear with us as we repair your sewer system. We apologize for any equipment noise which may be created.

While the work is being performed, your sewer service connection will be temporarily sealed off (see Figure 3).

We need your cooperation to avoid backup of sewer water into your residence or business by preventing water from escaping through any drain during the specified time period.

- 1 Do not wash clothes or dishes.
- 2 Do not take showers or baths.
- 3 Do not flush toilets.
- 4 Turn off sump pumps which are connected to the sewer service.

If any problem occurs with your sewer service during this rehabilitation process, please visit one of our on-site representatives. If you have any questions after completion of the project, please call the local representative listed below, not a plumber.

Insituform is sending this handout to provide advance notice before beginning actual work. Please do not use water during the hours of:

_____ to _____ on _____
Day and Date

_____ Phone No.

_____ Local Representative

For additional questions regarding our process, please visit www.insituform.com or call our headquarters at 636-530-8000.

Thank you for your cooperation.

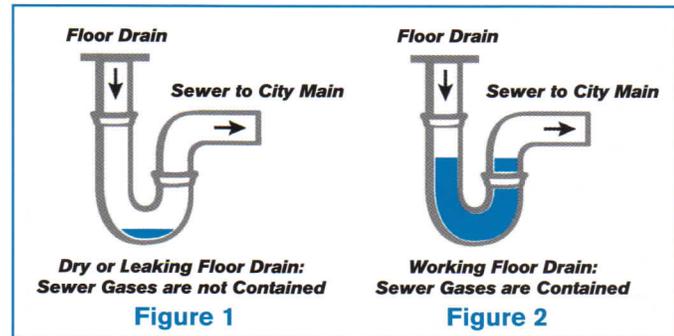
We have enjoyed being your neighbor—if only for a day.

DOC ID: COR/FRM-OPR-10 EFF. DATE: 03/01/01

APPROVAL: CO. MGMT. REP. ON FILE

Please Take Note...

You may detect odors (like plastic or glue) from the new sewer liner being installed on your street. If you smell this odor inside your home, it is perhaps the result of a dry or broken sewer trap. The purpose of the sewer trap is to maintain a water barrier in the pipe to prevent all sewer odor and sewer gases from entering your home (see figures below).



Pour 1 gallon of water down all floor drains or any rarely used sinks/tubs/toilets to ensure that a water barrier is maintained in the traps. If this does not prevent odors from entering your home, then your trap may require repair and you may need to temporarily place plastic bags filled with water over the drain to prevent the backflow of odors. Opening windows to allow ventilation can also be effective. If you continue to smell odors, please call the Insituform representative so they may assist you with this problem.

Insituform has been chosen by your local government or sewer agency to rehabilitate your sewers. Used worldwide for 40 years, our product is proven and reliable. We typically complete installations in a single day, using robotic methods to restore active house connections from within the pipe.

Typical Cross Section - Sanitary Sewer at Service

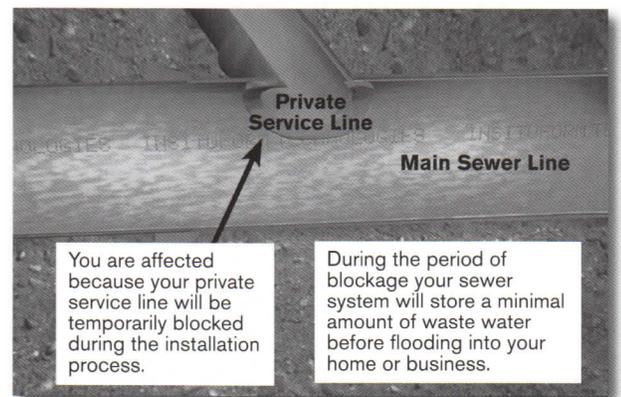


Figure 3 (After Rehabilitation)



RESOLUTION NO. 2012-3

A RESOLUTION AMENDING THE CONTRACT TO INCLUDE A CHANGE ORDER TO INCREASE THE CONTRACT AMOUNT

WHEREAS, the City Council awarded the contract to Insituform Technologies USA, Inc. on September 1, 2011 in the amount of \$520,058 which included the cost of the Base Bid, Alternate A, and Alternate B. The City has since entered into contract with Insituform Technologies USA, Inc. and issued the notice to proceed.

AND WHEREAS, the Public Works Department has since inspected and televised additional sections of the City's sanitary sewer system and has found a section of sewer pipe (600 feet) in need of repairs located along 11th Street between 5th and 7th Avenues. Based on the inspection, this section of pipe shows excessive cracking and significant infiltration.

AND WHEREAS, the cost to repair this section of pipe using the Cured-In-Place-Pipe (CIPP) process as specified in the original contract documents is anticipated to be \$23,000. Once the MCES grant reimbursement is applied (25%), the final cost to the City is expected to be \$17,250.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEWPORT MINNESOTA:

1. The Mayor and City Administrator are hereby authorized and directed to increase the contract amount by \$23,000 through the approval of a change order.

Adopted by the City Council this 2nd day of February, 2012.

Motion by: _____, Seconded by: _____

VOTE: Geraghty _____
Ingemann _____
Sumner _____
Gallagher _____
Rahm _____

Signed: _____
Tim Geraghty, Mayor

ATTEST: _____
Brian Anderson, City Administrator