



**CITY OF NEWPORT
REGULAR COUNCIL MEETING
NEWPORT CITY HALL
October 7, 2021 – 5:30 P.M.**

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

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. PUBLIC COMMENTS - Visitors may share their concerns with the City Council on any issue, which is not already on the agenda, under Public Comments. Please give your name, address and your concern or comments. Each person will have 3 minutes to speak. Your comments must be addressed exclusively to the Mayor and City Council, not to any individual Council or staff member. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.
6. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes- September 16, 2021 Regular Council
 - B. Kennel License
 - C. **Resolution No. 2021-42-** Deer Hunting
 - D. List of Bills- \$215,011.56
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT
9. ENGINEER'S REPORT
 - A. 10th Avenue Stormwater Improvements
 1. Partial Payment Application No 4 (Final)
 - B. 3M PFC Settlement

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

11. ADMINISTRATOR'S REPORT

- A. Storm Sewer Maintenance Agreement

12. MAYOR AND COUNCIL REPORTS

- A. Annual Appointments

13. ADJOURNMENT



**CITY OF NEWPORT
REGULAR COUNCIL MEETING MINUTES
NEWPORT CITY HALL
September 16, 2021**

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on September 16, 2021.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, Council Member Marvin Taylor, and Council Member Rozlyn Johnson.

Not Present (0): None.

4. ADOPT AGENDA

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

5. PUBLIC COMMENTS

None.

6. ADOPT CONSENT AGENDA

- A. Minutes-** August 19, 2021 Regular Council
- B. Minutes-** August 19, 2021 Council Workshop
- C. Minutes-** August 19, 2021 Special Council
- D. Minutes-** September 2, 2021 Regular Council
- E. Minutes-** September 2, 2021 Council Workshop
- F. Administrative Assistant Full-Time**
- G. List of Bills-** \$605,676.52
- H. Financial Statement-** August 2021

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

7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

Washington County Sheriff Deputy Sergeant Bill Harrell stated he had nothing formal to report but will stand for questions. Mayor Elliott inquired if Sergeant Harrell would give the public an update on firework reporting. Sergeant Harrell stated they have been getting calls for fireworks, but explained they need to witness the violation in order to take action. Sergeant Harrell encouraged people to call 911 with a good description if they witness anything suspicious and they will be happy to check it out.

8. FIRE CHIEF'S REPORT

None.

9. ENGINEER'S REPORT

A. 12th Ave and 12th St- Partial Payment No. 10

City Engineer Jon Herdegen stated Public Works and MSA walked the 12th Avenue and 12th Street project site with the contractor, A-1 Excavating, on September 9th. This week A-1 Excavating sprayed for weeds and mowed the boulevard areas. Next week A-1 Excavating will be back to re-seed and fix a couple minor items. The project quantities have been finalized, and now they are mostly doing warranty work. The contractor submitted Partial Payment No. 10 in the amount of \$78,176.96 and requested reducing the retainage fees from 5% down to 1%. Engineer Herdegen explained that would leave approximately \$18,000 for that contract which exceeds the total restoration bid and therefore feels it is appropriate.

Member Johnson motioned to approved Partial Payment No. 10 in the amount of \$78,176.96, which includes reducing the retainage fees to 1% for A-1 Excavating. Seconded by Member Ingemann. Approved 5-0.

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

A. H&U Pay Request- \$491,012.23

Assistant Superintendent of Public Works Matt Yokiell stated H+U submitted Pay Application No. 8 in the amount of \$491,012.23 which includes labor and materials for the new City Hall / Fire Hall. Assistant Yokiell stated once permanent power is established the plan is to set up a camera inside the building so we can continue to monitor the progress.

Member Ingemann motioned to approve Pay Application No. 8 in the amount of \$491,012.23 for H+U. Seconded by Member Chapdelaine. Approved 5-0.

11. ADMINISTRATOR'S REPORT

A. Resolution No. 2021-41- Preliminary Levy Payable 2022

City Administrator Deb Hill stated we need to approve the preliminary levy for 2022. Some highlights include reducing building permit fees as the Bailey Meadows development is almost built up and adding the billboard monies which is just over \$150,000. One-time expenses include the new website and new I.T. equipment. Administrator Hill explained we are looking at a levy increase of 11.37%, but 9.37% is captured money, and therefore the actual levy increase would be 2%. The 2% levy increase equates to 19.77 per year or \$1.65 per month for a medium valued home. Mayor Elliott stated there have been a lot of budget discussions, and the goal of the Council is to have a levy increase of less than 2% if possible.

Member Chapdelaine motioned to adopt Resolution No. 2021-41 – Approving the Preliminary Levy for 2022. Seconded by Member Johnson. Approved 5-0.

12. MAYOR AND COUNCIL REPORTS

Mayor Elliott stated she attended a meeting where they brainstormed questions for the upcoming park survey. The consultant will bring a draft of possible questions to the next meeting. The survey calls will most likely start in mid-October and will come from a 507-area code.

Member Taylor stated he attended the Park Survey and the Planning Commission meeting. Member Taylor stated the Planning Commission discussed the residential parking ordinance.

Member Johnson stated the Paws-to-Read program is back at the library starting September 21st. Every Tuesdays from 2:30 p.m. – 4:00 p.m. children can read to a therapy dog named Charlie.

Member Johnson stated the library is gearing up for Banned Books Week 2021 which will be held Sept 27th – Sept 30th. That week they will be spotlighting the current and historical attempts to censor books. This year's theme is "Books Unit Us. Censorship Divides Us".

Member Johnson stated the library is seeking volunteers to help with circulation, tutors, programs, and data input.

13. ADJOURNMENT

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

The City Council Meeting was adjourned at 5:57 p.m. on September 16, 2021.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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

Name: Jim Chirpich and Judy Kaldenberg

Address: 1089 Birchwood Lane, Newport, 55055

Phone: 612-839-0740 or 651-491-1386

Total Lot Size (Sq Ft): 9400 sq.ft.

Size of Kennel (Sq Ft): there is not an outside kennel, they will live in the house with us - 3620sq ft finished plus an unfinished basement

Type of Animal to be Kenneled: 3 dogs and daughter's dog temporarily

Breed(s): lab, american heeler, mini-poodle and pomsy

Maximum Adult Animals to be Kenneled: 4

Applicants Signature: 

Fee: \$50

Receipt #: 25761585 Date: 9/23/21 Cash: _____ Check #: 10343

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

This license is valid until December 31, 20____.

City Administrator

Mayor

Force added after close of 10/1. Already contracted.

City of Newport, MN
Resolution No. 2021-42
A Resolution Approving the 2021 Deer Bow Hunting Areas

WHEREAS, The City Council shall determine, by resolution, areas for archery deer hunting. The resolution shall define the areas, by map, which may be hunted. This map shall be effective for the stated hunting season; and

WHEREAS, Archery deer hunting shall be permitted on private lots consisting of a minimum of five contiguous acres as allowed by resolution. A combination of parcels may be used to create five contiguous acres of land. All hunting must be done in accordance with archery deer hunting regulations set forth by state statutes and the ordinances of the city. Hunters must obtain written permission from the landowner to hunt on the property owner's land; and

WHEREAS, Hunters must comply with all regulations as stated in Sec. 6-122:

- Written permission from the landowners must be in the possession of the hunter at the time of hunting, along with adequate identification.
- Persons may hunt deer with a bow and arrow on land approved by the map provided they are at least:
 - Twenty feet from any property with a zoning classification other than those areas identified by the hunting map.
 - Twenty feet from any public right-of-way.
 - Twenty feet from any land or building not owned by the landowner, unless permission has been granted.
- Deer shall be the only animal allowed to be hunted. No other small or large game hunting shall be permitted.
- Persons successful in harvesting deer shall notify the city.

; and

WHEREAS, There will be no hunting on Public Property; and

WHEREAS, The use of firearms, air rifles, or similar weapons shall not be used for deer hunting; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves bow hunting within the City of Newport as shown on the attached map for the 2020 Minnesota deer bow hunting season.

Adopted this 7th day of October 2021 by the Newport City Council.

Motion by: _____, Seconded by: _____

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

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Deb Hill, City Administrator

Recurring

Paid Chk# 001733E	COMCAST	9/16/2021	\$719.27 Business voice edge phones
Paid Chk# 001734E	HEALTHPARTNERS	9/16/2021	\$8,561.09 Health insurance
Paid Chk# 001735E	UNUM	9/16/2021	\$460.39 Life and long-term disability
Paid Chk# 001736E	COMCAST	9/23/2021	\$176.14 Library internet and cable
Paid Chk# 001737E	FURTHER	9/23/2021	\$41.25 Monthly fees
Paid Chk# 001738E	FURTHER	9/23/2021	\$618.45 HSPA
Paid Chk# 001739E	UNITED STATES TREASURY	9/23/2021	\$8,546.43 SS, federal and Medicare
Paid Chk# 001740E	MN REVENUE	9/23/2021	\$1,406.84 State taxes
Paid Chk# 001741E	MSRS	9/23/2021	\$3,886.68 HCSP & voluntary retirement
Paid Chk# 001742E	COMCAST	9/29/2021	\$140.92 Fire Hall internet
Paid Chk# 001743E	COMCAST	9/29/2021	\$209.48 City hall internet, phone and
Paid Chk# 001744E	MN REVENUE	9/29/2021	\$1,327.00 Water sales and use tax
Paid Chk# 001745E	WEX BANK	9/30/2021	\$2,167.39 Petrol
Paid Chk# 024011	ATOMIC DATA, LLC	9/16/2021	\$811.95 IT support monthly
Paid Chk# 024012	TRAVIS BRIERLEY	9/16/2021	\$239.38 Mileage and phone reimbursemen
Paid Chk# 024013	Metropolitan Council	9/16/2021	\$28,421.22 Waste water cleaning
Paid Chk# 024014	Metropolitan Council	9/16/2021	\$9,840.60 SAC charges
Paid Chk# 024015	A-1 EXCAVATING	9/23/2021	\$78,176.96 12th and 12th partial payment
Paid Chk# 024016	PERA	9/23/2021	\$4,971.98 Retirement
Paid Chk# 024017	VERIZON	9/23/2021	\$425.73 Cell phones and hot spots
Paid Chk# 024018	XCEL ENERGY	9/23/2021	\$84.88
Paid Chk# 024019	DEBORA HILL	9/29/2021	\$82.05 Mileage reimbursement
Paid Chk# 024020	MARCO TECHNOLOGY LLC	9/29/2021	\$263.17 Copier contract
Paid Chk# 024021	NCPERS GROUP LIFE INS.	9/29/2021	\$32.00 Addt. Life insurance
Paid Chk# 024022	XCEL ENERGY	9/29/2021	\$7,362.88 Natural gas and electricity
	Staff		\$21,111.69

Non-recurring

Paid Chk# 024024	AGGREGATE INDUSTRIES MIDWEST	10/7/2021	\$1,779.58 Childs road
Paid Chk# 024025	ALEX AIR APPARATUS, INC.	10/7/2021	\$741.40 Annual NFPA SCBA compressor te
Paid Chk# 024026	ANCHOR SOLAR INVESTMENTS, LL	10/7/2021	\$358.02 Solar leasing
Paid Chk# 024027	CITY OF BLOOMINGTON	10/7/2021	\$72.00 Water test
Paid Chk# 024028	BROCK WHITE COMPANY LLC	10/7/2021	\$49.58 Curb supplies
Paid Chk# 024029	BRUNTON ARCHITECTS & ENGINEE	10/7/2021	\$4,180.00 Construction administration
Paid Chk# 024030	SHERRI BUSS	10/7/2021	\$390.00 City planning
Paid Chk# 024031	CENTURY COLLEGE	10/7/2021	\$918.75 Quarter 3 CEU Program
Paid Chk# 024032	CHETS SAFETY SALES	10/7/2021	\$165.29 Joa Boots
Paid Chk# 024033	COMMERCIAL ASPHALT CO.	10/7/2021	\$12,610.97 Asphalt paved to booster 2 and
Paid Chk# 024034	EHLERS	10/7/2021	\$3,750.00 Arbitrage
Paid Chk# 024035	FIRE SAFETY USA, INC.	10/7/2021	\$2,141.00 E11 Repairs: foam system and d
Paid Chk# 024036	GUARDIAN SUPPLY	10/7/2021	\$225.00 Uniform patches
Paid Chk# 024037	H&L MESABI	10/7/2021	\$5,293.00 Plow blades
Paid Chk# 024038	INSTRUMENTAL RESEARCH, INC.	10/7/2021	\$38.00 Water testing
Paid Chk# 024039	JAN PRO CLEANING SYSTEMS	10/7/2021	\$721.00 Cleaning services
Paid Chk# 024040	MENARDS - COTTAGE GROVE	10/7/2021	\$526.90 Supplies
Paid Chk# 024041	SAFE-FAST, INC.	10/7/2021	\$295.10 Uniforms
Paid Chk# 024042	SCHLOMKAS PORTABLE RESTROO	10/7/2021	\$580.00 Port o potty
Paid Chk# 024043	SOUTH SUBURBAN RENTAL, INC.	10/7/2021	\$28.50 LP gas for patch trailer
Paid Chk# 024044	A-1 HYDRAULIC SALES	10/7/2021	\$61.65 Hydraulics for 1414
			\$215,011.56



MSA Engineer's Report

To: Honorable Mayor and City Council Members
From: Jon Herdegen, P.E. – City Engineer
Date: September 23, 2021 – For the October 7th Regular City Council Meeting

10th Avenue Stormwater Improvements

Fitzgerald Excavating has completed all punch list items and submitted the project closeout documentation. This project is ready to be closed. Enclosed for your review and consideration is a final payment application which includes the release of the remaining project retainage.

Fitzgerald Excavating has submitted Partial Payment Application No. 4 for your review and consideration. The original contract amount for this project was \$145,252.97. The value of the work completed by Fitzgerald to date is \$120,129.08. Less \$102,9.32 previously paid, the amount requested by Fitzgerald on this application is \$17,33.75. In our opinion, the work is satisfactory and the quantities requested accurately reflect the work completed.

Action Requested: We respectfully request the Council consider Partial Payment Application No. 4 requested by Fitzgerald Excavating for \$17,33.75.

Provided the applications are acceptable, please retain one copy of the enclosed application for City records; send one copy to Fitzgerald with payment and return one copy to MSA.

Attachments:

Partial Payment Application No. 4 (Final)

PARTIAL PAY ESTIMATE NO. 4 - Final

FROM: January 12, 2021
TO: September 30, 2021

COMPLETION DATE
ORIGINAL: June 30, 2021
REVISED:

AMOUNT OF CONTRACT
ORIGINAL: \$145,252.97
REVISED:

PROJECT: 10TH AVENUE STORMWATER IMPROVEMENTS
10316048

CONTRACTOR: FITGERALD EXCAVATING
ADDRESS: 21432 350th STREET
GOODHUE, MN 55027
PHONE 651-923-4060

OWNER: CITY OF NEWPORT

OWNER: CITY OF NEWPORT						THIS PERIOD		TOTAL TO DATE	
ITEM NO	SPEC NO.	ITEM DESCRIPTION	QTY TOTAL	UNIT	UNIT PRICE	QTY	TOTAL	QTY	TOTAL
SCHEDULE 1.0 - STREET									
1	2021.501	MOBILIZATION	1	LS	\$ 18,000.00		\$ -	1.00	\$ 18,000.00
2	2101.501	CLEARING & GRUBBING	1	LS	\$ 2,000.00		\$ -	1.00	\$ 2,000.00
3	2101.524	TREE REMOVAL	15	TREE	\$ 240.00		\$ -	15.00	\$ 3,600.00
4	2104.503	REMOVE CONCRETE CURB	91	LF	\$ 9.00		\$ -	30.00	\$ 270.00
5	2104.503	REMOVE FENCE	199	LF	\$ 4.00		\$ -	199.00	\$ 796.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT	140	SY	\$ 4.00		\$ -	132.00	\$ 528.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	84	LF	\$ 10.00		\$ -	64.00	\$ 640.00
8	2104.503	SALVAGE FENCE	250	LF	\$ 8.00	125.00	\$ 1,000.00	250.00	\$ 2,000.00
9	2104.502	SALVAGE LANDSCAPING	1	EACH	\$ 500.00		\$ -	1.00	\$ 500.00
10	2104.601	SALVAGE SHED	2	EACH	\$ 800.00		\$ -	2.00	\$ 1,600.00
11	2104.603	REINSTALL FENCE	168	EACH	\$ 10.00	168.00	\$ 1,680.00	168.00	\$ 1,680.00
12	2105.507	COMMON EXCAVATION (STREET) (EV) (P)	30	CY	\$ 20.00		\$ -	30.00	\$ 600.00
13	2105.507	ROCK EXCAVATION	42	CY	\$ 50.00		\$ -	14.00	\$ 700.00
14	2105.601	DEWATERING	1	LS	\$ 5,000.00		\$ -	1.00	\$ 5,000.00
15	2211.507	AGGREGATE BASE CLASS 5	76	TON	\$ 25.00	29.64	\$ 741.00	29.64	\$ 741.00
16	2232.504	MILL BITUMINOUS SURFACE (1.5")	320	SY	\$ 11.00	393.00	\$ 4,323.00	393.00	\$ 4,323.00
17	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	24	GAL	\$ 4.00		\$ -	0.00	\$ -
18	2360.503	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	47	TON	\$ 185.00	10.00	\$ 1,850.00	10.00	\$ 1,850.00
19	2360.509	TYPE SP 12.5 BIT MIXTURE FOR PATCHING	20	TON	\$ 195.00		\$ -	18.59	\$ 3,625.05
20	2531.503	CONCRETE CURB & GUTTER DESIGN B618	90	LF	\$ 35.00		\$ -	30.00	\$ 1,050.00
21	2563.601	TRAFFIC CONTROL	1	LS	\$ 1,200.00		\$ -	1.00	\$ 1,200.00
22	2571.524	DECIDUOUS TREE 2" CAL B & B	1	TREE	\$ 500.00		\$ -	0.00	\$ -
23	2573.602	INLET PROTECTION	7	EACH	\$ 100.00		\$ -	7.00	\$ 700.00
24	2574.505	SOIL BED PREPARATION	0.6	AC	\$ 1,500.00		\$ -	0.60	\$ 900.00
25	2574.507	COMMON TOPSOIL BORROW (LV)	312	CY	\$ 15.00		\$ -	0.00	\$ -
26	2574.508	FERTILIZER, TYPE 3	116	LB	\$ 1.00		\$ -	116.00	\$ 116.00
27	2575.504	SODDING TYPE LAWN	801	SY	\$ 7.00		\$ -	0.00	\$ -
28	2575.505	SEEDING	0.5	AC	\$ 1,500.00	0.75	\$ 1,125.00	0.75	\$ 1,125.00
29	2575.508	SEED, MIXTURE 33-261	14	LB	\$ 5.00	9.00	\$ 45.00	14.00	\$ 70.00
30	2575.523	EROSION CONTROL BLANKET CATEGORY D	2005	SY	\$ 2.00	685.00	\$ 1,370.00	1320.00	\$ 2,640.00
31	2575.601	EROSION & SEDIMENT CONTROL	1	LS	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
T	SCHEDULE 1.0 - STREET - TOTAL						\$ 12,134.00		\$ 57,254.05
SCHEDULE 2.0 - STORM									
32	2104.503	REMOVE SEWER PIPE (STORM)	32	LF	\$ 15.00		\$ -	32.00	\$ 480.00
33	2104.502	REMOVE MANHOLE OR CATCH BASIN	1	EACH	\$ 650.00		\$ -	1.00	\$ 650.00
34	2451.507	COARSE FILTER AGGREGATE	187	CY	\$ 20.00		\$ -	192.75	\$ 3,855.00
35	2404.602	12" CHECK VALVE (STORM)	1	EACH	\$ 3,000.00		\$ -	1.00	\$ 3,000.00
36	2502.601	12" PERF PE PIPE DRAIN	466	LF	\$ 43.00		\$ -	466.00	\$ 20,038.00
37	2502.601	HEAVY DUTY LANDSCAPE EDGING	518	LF	\$ 5.00		\$ -	518.00	\$ 2,590.00
38	2503.503	12" HDPE PIPE SEWER	206	LF	\$ 43.00		\$ -	206.00	\$ 8,858.00
39	2503.503	24" RC PIPE SEWER DES 3006 CL III	34	LF	\$ 80.00		\$ -	34.00	\$ 2,720.00
40	2504.602	ADJUST GATE VALVE BOX	2	EACH	\$ 300.00		\$ -	0.00	\$ -
41	2504.604	4" POLYSTYRENE INSULATION	9	SY	\$ 35.00		\$ -	3.50	\$ 122.50
42	2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	3	EACH	\$ 2,000.00		\$ -	3.00	\$ 6,000.00
43	2506.502	CONST DRAINAGE STRUCTURE DESIGN (SPECIAL)	4	EACH	\$ 1,650.00		\$ -	4.00	\$ 6,600.00
44	2506.502	INSTALL CASTING ASSEMBLY (STORM)	1	EACH	\$ 750.00		\$ -	1.00	\$ 750.00
45	2506.602	CHIMNEY SEAL	3	EACH	\$ 300.00		\$ -	3.00	\$ 900.00
46	2506.602	INSTALL SALVAGED CASTING ASSEMBLY (STORM)	1	EACH	\$ 500.00		\$ -	1.00	\$ 500.00
47	2506.602	INSTALL DROP IN GRATE (STORM)	4	EACH	\$ 550.00		\$ -	4.00	\$ 2,200.00
48	2506.602	CONNECT TO EXISTING STRUCTURE (STORM)	1	EACH	\$ 1,500.00		\$ -	1.00	\$ 1,500.00
49	2506.602	ADJUST FRAME & RING CASTING (SANITARY)	1	EACH	\$ 650.00		\$ -	0.00	\$ -
50	2506.602	ADJUST FRAME & RING CASTING (STORM)	2	EACH	\$ 650.00		\$ -	2.00	\$ 1,300.00
51	2511.515	GEOTEXTILE FILTER TYPE IV	653	SY	\$ 1.49		\$ -	880.22	\$ 1,311.53
T	SCHEDULE 2.0 - STORM - TOTAL						\$ -		\$ 63,375.03

52	CO1	SCHEDULE 3.0 - CHANGE ORDER LIQUIDATED DAMAGES	10	EACH	\$ 500.00	\$ -	(1.00)	\$ (500.00)
T		SCHEDULE 3.0 - CHANGE ORDER - TOTAL				\$ -		\$ (500.00)

BID SUMMARY

T	SCHEDULE 1.0 - STREET - TOTAL	\$ 12,134.00	\$ 57,254.05
T	SCHEDULE 2.0 - STORM - TOTAL	\$ -	\$ 63,375.03
T	SCHEDULE 3.0 - CHANGE ORDER - TOTAL	\$ -	\$ (500.00)

AMOUNT EARNED	\$ 12,134.00	\$ 120,129.08
AMOUNT RETAINED - 0%	\$ (5,399.75)	\$ -
PREVIOUS PAYMENTS		\$ 102,595.32
AMOUNT DUE	\$ 17,533.75	

CONTRACTOR'S CERTIFICATION

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THEIR KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS PAYMENT ESTIMATE HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS PAYMENT ESTIMATES WAS ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN

CONTRACTOR: FITZGERALD EXCAVATING

BY 

DATE 9-23-2021

ENGINEER'S CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE WORK HAS BEEN CAREFULLY OBSERVED AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE QUANTITIES SHOWN IN THIS ESTIMATE ARE CORRECT AND THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

ENGINEER: MSA PROFESSIONAL SERVICES

BY 

DATE 9/23/2021

APPROVED BY OWNER

OWNER: CITY OF NEWPORT

BY _____

DATE _____

STORMWATER LINE MAINTENANCE AGREEMENT

This Stormwater Line Maintenance Agreement (the “**Agreement**”) is made to be effective as of _____, 2021 (the “**Effective Date**”), by and between BAILEY MEADOWS HOMEOWNERS ASSOCIATION, a Minnesota nonprofit corporation (“**Bailey Meadows**”) and THE CITY OF NEWPORT, a municipal corporation under the laws of the State of Minnesota (“**City**”); (each a “party” and collectively the “parties”).

RECITALS

- A. Bailey Meadows is the homeowners association for the residential lots platted as the various additions known as Bailey Meadows located in the City, Washington County, Minnesota (the “**Development**”).
- B. City is the owner of certain public drainage and utility easements over all of the residential lots and outlots located within the Development,
- C. The lots and outlot legally described in the attached Exhibit A (the “**Applicable Lots**”) contain a stormwater sewer line that benefits the Applicable Lots along with other lots in the Development and the City has elected not to maintain such storm sewer line due to the encroachment of a retaining wall within the Applicable Lots.
- D. The easements located on the Applicable Lots shall be referred to herein as the “**Applicable Easements**” and shall constitute the licensed premises for purposes of this Agreement. A sketch of the general location of the storm sewer line within the Applicable Lots is provided in Exhibit B, which is attached hereto and incorporated herein by reference.

- E. Bailey Meadows has requested from the City a license to operate and maintain the storm sewer line within the Applicable Easements at Bailey Meadows' cost and expense.
- F. City desires to grant Bailey Meadows a license to perform such operation and maintenance of the storm sewer line within the Applicable Easements pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. **License.** In consideration of the terms, covenants, and conditions contained herein, the City hereby grants to Bailey Meadows a terminable, nonexclusive license within the Applicable Easements in connection with Bailey Meadows' maintenance obligations set forth below, for the purpose of the operation, flow, passage, use, maintenance, repair, replacement and relocation of the existing stormwater sewer line and related improvements located within the Applicable Easements, including but not limited to all connecting pipes and associated materials, located within the Applicable Easements (collectively, the "**Applicable Line**"). The foregoing license is subject to the following conditions:

- a. Bailey Meadows shall commence no work authorized by this Agreement related to repair or replacement of the Applicable Line until it has obtained all required approvals and permits as required by the City. Bailey Meadows shall submit plans and specifications for the proposed repair or replacement of the Applicable Line to the City Engineer for approval in the event that the cost of repair or replacement exceeds \$5,000.
- b. Any work performed on the Applicable Line and all improvements related thereto shall comply with applicable law and City Code at all times.
- c. Bailey Meadows shall take all necessary and reasonable precautions to protect and preserve the Applicable Easements during any activities within or use of the Applicable Easements as contemplated in this Agreement.
- d. Bailey Meadows shall take all necessary and reasonable precautions to avoid creating unsafe or unsanitary conditions within the Applicable Easements and shall not unreasonably hinder the use of the Applicable Easements by the City, except as otherwise authorized in writing by the City.
- e. Bailey Meadows shall conduct any work authorized by this Agreement or subsequently approved by the City in a manner so as to ensure the least obstruction to and interference with present and continued use of the Applicable Easements by the City and shall return the Applicable Easements, except for the changes to the Applicable Line authorized hereby, to substantially the same condition following such authorized work at Bailey Meadows' sole cost and expense.
- f. Bailey Meadows shall notify Gopher State One Call prior to conducting any excavation within the Applicable Easements and comply with the requirements thereof.

- g. Bailey Meadows shall, upon completion of each project within the Applicable Easements, remove all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters.
- h. Bailey Meadows shall not conduct any work outside the Applicable Easements.
- i. Bailey Meadows shall be responsible for either; 1) removing the removing the retaining wall encroachment and all associated costs, or 2) the cost of removal of the retaining wall encroachment by the City, should the City or another authorized entity need to conduct work in the Applicable Easements, and the retaining wall encroachment materially and unreasonably interferes with such work in the judgment of the City.

2. **Term and Termination.**

- a. This Agreement shall be for an indefinite term commencing on the Effective Date and continuing until terminated by the City by written notice to Bailey Meadows. Such notice shall be given at least 180 days in advance of the date of such termination. Such notice shall be delivered to Bailey Meadows or its successor in interest, either personally or by certified mail.
- b. Notwithstanding the foregoing, this Agreement may be terminated by mutual agreement of the parties at any time.

3. **License Fee and Costs.** Bailey Meadows shall pay a license fee of \$1.00 at the time of execution of this Agreement. During the term of this Agreement, in addition to the license fee provided herein, Bailey Meadows shall be responsible for all costs and expenses of every kind whatsoever associated or in connection with the use, operation, maintenance, repair, replacement or alteration of the Applicable Line, and all activities conducted thereon by Bailey Meadows. City shall have no responsibility of any kind for such costs or expenses. Bailey Meadows shall be responsible for the costs associated with any damage to public utilities located within the Applicable Easements, which is caused by Bailey Meadows as a result of its use of or operations within the Applicable Easements. Bailey Meadows shall pay such costs within 30 days of Bailey Meadows' receipt of a billing statement for such charges from the City. Unpaid charges shall constitute a lien against Outlot A, Bailey Meadows 2nd Addition, Washington County, Minnesota ("Outlot A") from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes.

4. **Condition Of Applicable Easements Not Warranted.** Bailey Meadows acknowledges that it has inspected the Applicable Easements and Applicable Line and accepts the same in an "as is" condition. The City does not warrant that the Applicable Easements and Applicable Line are suitable for the purposes for which it is permitted to be used under this Agreement. The City shall have no responsibility with regard to any failure of or damage to Bailey Meadows' improvements within the Applicable Easements, including the Applicable Line.

5. **Use of Licensed Premises.** Subject to the other terms and provisions contained herein, Bailey Meadows shall be permitted to use the Applicable Easements only for the specific purpose hereinabove stated.

6. **Right of Entry, Inspection, and Compliance.**

- a. The City may order the immediate cessation of any project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Bailey Meadows to correct any project or work or condition to comply with the scope of this Agreement or other applicable standards, conditions, ordinances or laws
- b. If, as a result of inspection, the Applicable Line or any portion thereof are determined by the City Engineer not to be functioning in accordance with the specifications, this Agreement, or applicable law and the City Code, as amended, Bailey Meadows shall restore/repair/replace, as necessary, or as required by the City Engineer, in the time specified by the City Engineer in the City's written notice thereof to Bailey Meadows, the Applicable Line to function as specified herein at Bailey Meadows' sole cost and expense. If Bailey Meadows fails to timely take the corrective actions, the City may undertake the corrective actions and invoice Bailey Meadows for the same. Bailey Meadows shall reimburse the City within thirty (30) days after receipt of an invoice from the City for any and all costs incurred by the City in connection with all work completed by the City to bring the Applicable Line back into compliance. If Bailey Meadows does not timely reimburse the City, the City may recover its costs by levying a special assessment against Outlot A and certifying the same to the Washington County Auditor for collection in the same manner as property taxes.

7. **Maintenance Obligations.** Bailey Meadows shall be responsible for all use, maintenance, operation, repair, alteration and replacement of the portion of the Applicable Line from CBMH15 to FES11 (each as identified in Exhibit C) as a common element of the association in accordance with the City-required Stormwater Maintenance Checklists attached hereto as Exhibit D. Subject to the terms and conditions contained herein, Bailey Meadows shall have the right and duty to operate, maintain, repair, replace, and alter the Applicable Line. Plans and specifications shall be sufficiently detailed to show the materials to be used, shape and size of the improvement(s), safety features, the presence of utilities affected by the work and such other or different information as the City Engineer may require.

8. **Standards for Performance.** As required in Section 1(b) above, any act of construction, installation, operation, maintenance, repair or replacement to be performed under this Agreement shall be performed in a good and workmanlike manner pursuant to sound engineering practices and in compliance with all applicable governmental requirements, City Code, the approved specifications, and applicable law and rules.

9. **Covenants to Indemnify and Hold Harmless.** Bailey Meadows shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Bailey Meadows or its agents, employees, contractors, with respect to Bailey Meadows' use of the Applicable Easements,

including the Applicable Line. Bailey Meadows shall defend City against the foregoing, or litigation in connection with the foregoing, at Bailey Meadows' expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

10. **Waiver and Assumption of Risk.** Bailey Meadows knows, understands and acknowledges the risks and hazards associated with using the Applicable Easements for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Bailey Meadows understands and acknowledges that the primary purposes of the Applicable Easements, notwithstanding this Agreement, are to accommodate the uses authorized by the Applicable Easements, which uses may require regular maintenance, repairs or other work for the benefit of the public. Bailey Meadows hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Bailey Meadows as a result of using the Applicable Easements or any of Bailey Meadows' activities or improvements, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related to the Applicable Easements or the improvements therein, or the City's maintenance, repair or other work conducted within the Applicable Easements by Bailey Meadows or City or any other third party, except those resulting from the negligence or intentional misconduct of the City.

11. **Insurance.** With respect to all work performed by Bailey Meadows, or its employees, contractors or agents, within the Applicable Easements, Bailey Meadows shall at Bailey Meadows' expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in Bailey Meadows' insurance certificate, whichever is greater. Upon request, Bailey Meadows shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied.

12. **Attorneys' Fees.** If any action at law or in equity shall be brought by City on account of any breach of this Agreement by Bailey Meadows or for the recovery of the possession of the Applicable Easements, City shall be entitled to recover from Bailey Meadows reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

13. **Default.** If Bailey Meadows fails to perform any of the provisions of this Agreement, this shall constitute default. Unless Bailey Meadows' default is excused by the City or cured by the Bailey Meadows within 30 days of notice from the City, the City may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the City under this Agreement or law.

14. **Binding Effect.** The covenants, restrictions, and conditions described and set forth in this Agreement shall bind upon and inure to the parties, and their respective successors and assigns.

15. **Notices.** All notices, demands and requests (collectively, the “**Notice**”) required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for “next business day” service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended. The initial addresses of the parties shall be:

If to City: City of Newport
596 7th Avenue
Newport, MN 55055
Attn: City Administrator

If to Bailey Meadows: Bailey Meadows Homeowners Association
c/o M/I Homes of Minneapolis/St. Paul, LLC
Attn: Tana Wahtola
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America.

16. **General Terms.**

- a. **RECITALS.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **ASSIGNMENT OR TRANSFER OF AGREEMENT.** Bailey Meadows shall have no right to assign its interest in this Agreement without the prior written consent of City, which consent may be granted in writing by the City Manager upon request.

- e. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Bailey Meadows.
- f. **NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and Bailey Meadows.
- g. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City or Bailey Meadows is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- h. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Washington County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- i. **DATA PRACTICES.** To the extent applicable to Bailey Meadows' activities hereunder, the parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- j. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- k. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. **ENTIRE AGREEMENT.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- m. **HEADINGS AND CAPTIONS.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- n. **SURVIVABILITY.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Bailey Meadows arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

- o. RECORDING. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This Agreement shall be recorded by Bailey Meadows upon Outlot A (and no other lots or outlots within the Development) at the expense of Bailey Meadows within 90 days of full execution hereof and a copy of the recorded document shall be provided to the City Administrator.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth above.

BAILEY MEADOWS:
BAILEY MEADOWS HOMEOWNERS
ASSOCIATION

By: _____

(Print Name)

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on
_____, 2021, by _____ the
_____ of Bailey Meadows Homeowners Association, a Minnesota
nonprofit corporation.

Notary Public

CITY:
CITY OF NEWPORT

By: _____

(Print Name)

Its: Mayor

By: _____

(Print Name)

Its: City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

 This instrument was acknowledged before me on _____, 2021, by
_____, the Mayor and by _____, the City
Administrator of the City of Newport, a Minnesota municipal corporation, on behalf of said
municipal corporation.

Notary Public

Drafted By:
Larkin Hoffman Law Firm (TFA)
8300 Norman Center Drive, Suite 1000
Bloomington, MN 55437-1060

EXHIBIT A

Applicable Easements:

The platted drainage and utility easements located within:

Lot 10, Block 2 and Outlot A, Bailey Meadows 2nd Addition, Washington County, Minnesota; and

Lots 1-5, Block 1, Bailey Meadows 3rd Addition, Washington County, Minnesota.

[THIS AGREEMENT SHALL BE RECORDED ONLY ON OUTLOT A, BAILEY MEADOWS 2ND ADDITION, WASHINGTON COUNTY, MINNESOTA]

EXHIBIT B

Depiction of Applicable Lines



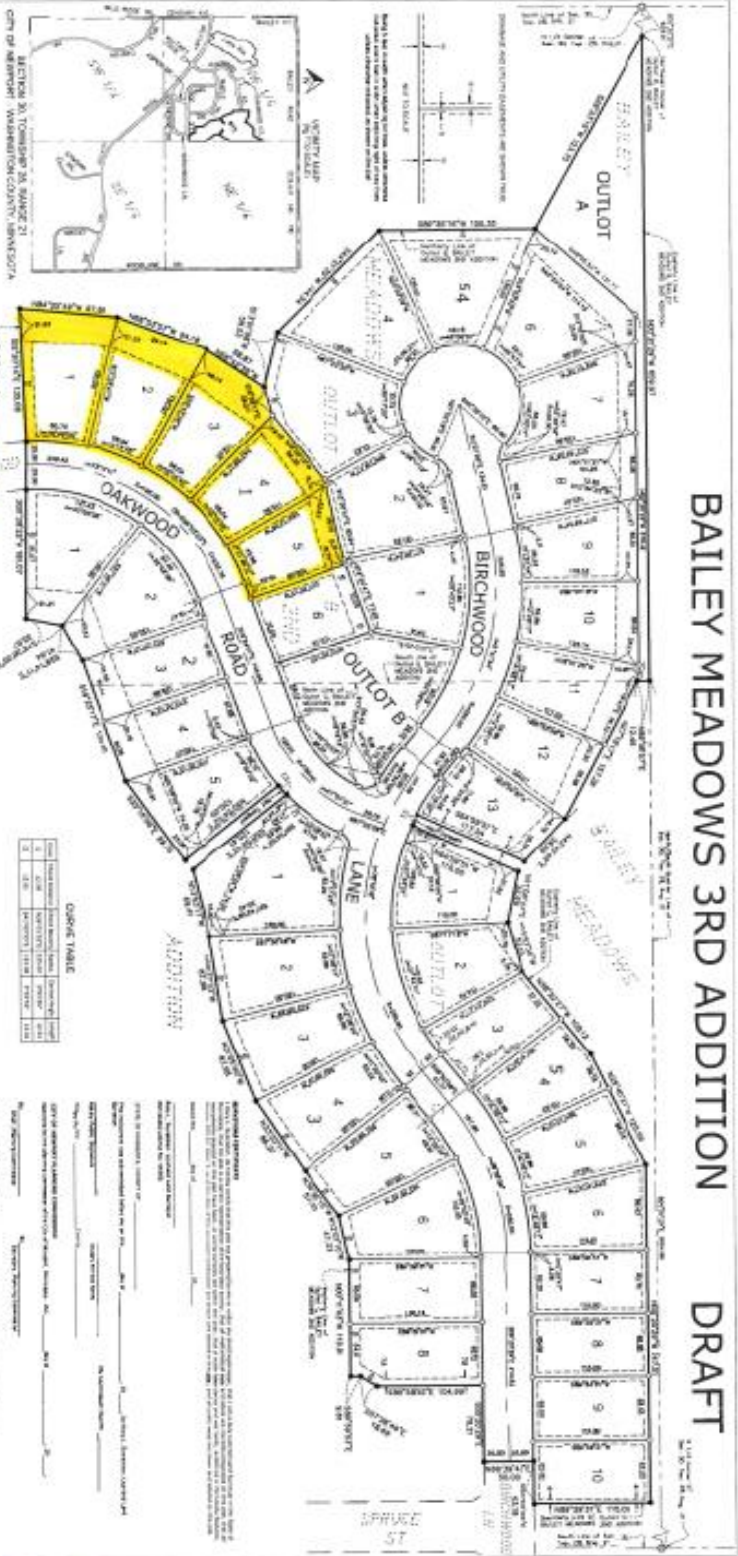
EXHIBIT C

Depiction of Applicable Easements and Applicable Line

That portion of the Applicable Line from CBMH15 to FES11 (as depicted on the final/amended grading plan approved by the City and attached hereto).

(See attached)

BAILEY MEADOWS 3RD ADDITION DRAFT



CHANGING TABLE

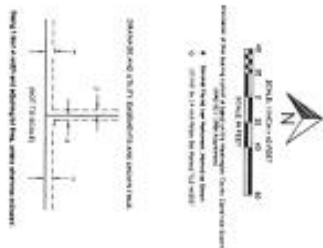
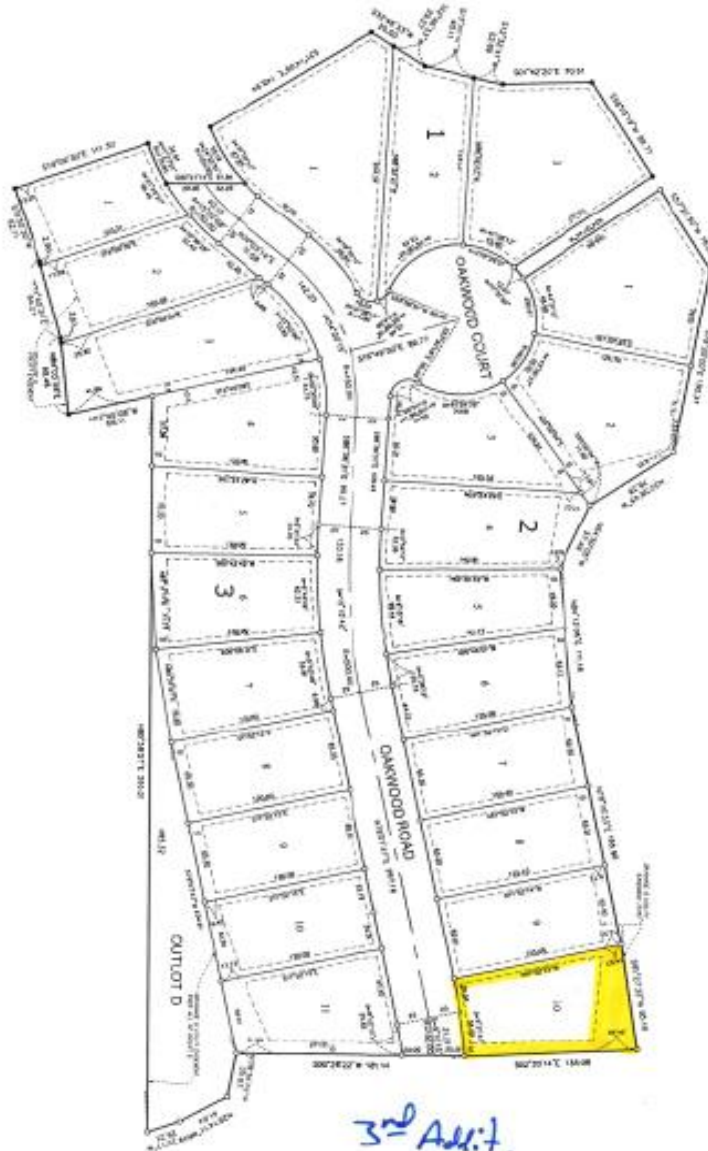
NO.	DESCRIPTION	DATE	BY
1	Initial Plan	1/1/2020	John Doe
2	Revised Plan	2/1/2020	John Doe
3	Final Plan	3/1/2020	John Doe

DRAFT

CivilSite

BAILEY MEADOWS 2ND ADDITION

INSET A
Scale 1" = 20' 0"



CivilSite
10/10/17 1:00 PM

EXHIBIT D

Stormwater Maintenance Checklists (See attached)

Stormwater Maintenance Checklists

These maintenance standards can be used as inspection forms for the site features and associated components. Record the date each time an inspection is completed, along with any problems and actions taken. Keep complete forms with the Site Operations and Maintenance Manual. Some components and features do not need to be observed every time an inspection is conducted. Use the suggested frequency at the left of each item as a guideline for activities to be completed with each inspection.

The feature-specific maintenance standards contained in this section are intended to be conditions for determining if maintenance actions are required as identified through inspection. They are intended to be measures of the facility's required condition at all times between inspections. In other words, exceeding these conditions at the time between inspections and/or maintenance does not automatically constitute a violation of these standards. However, based upon inspection observations, the inspection and maintenance schedules shall be adjusted to minimize the length of time that a facility is in a condition that requires maintenance action.

- #1 – Maintenance Checklist for Catch Basins / Manholes [3 pages]
- #2 – Maintenance Checklist for Pipe / Culverts [1 page]

At a minimum, all stormwater devices must be inspected every six months and after every major storm event (6" in 24 hours).

A. Maintenance Checklists

The maintenance checklists are for you to use when checking the facilities identified on the attached sketch in Appendix A.

The checklists are in table format for ease of use and brevity (Appendix B). Each checklist outlines what part of the feature to check, how often to check, what to check for, and what to do about it. Log sheets are included to help you keep track of when the site was last surveyed (Appendix C).

Although it is not intended for the maintenance survey to involve anything too difficult or strenuous, there are a few tools that will make the job easier and safer. These tools include:

- A flashlight.
- A long pole or broom handle.
- Some kind of pry bar or lifting tool for pulling manhole and grate covers.
- Gloves.

B. Checklist Instructions

The following pages contain maintenance checklists covering most of the component need for the site, as well as for some site components that may not be applicable. A check for all system components should be completed on the following schedule:

1. Annually – plan to inspect the facilities at least once during the following month – March (or after the storm system is not frozen)
2. Items marked "After Major Storm Event", use 6-inch in 24 hours as a guideline.

Using photocopies of these checklists and the log sheets in Appendix C, check off the items that are observed each time an inspection is performed. Add comments on problems found and actions taken on the log sheet. Keep the completed forms for future reference.

SAFETY WARNING: Due to OSHA regulations, you should never stick your head or any part of your body into a manhole or other type of confined space. When looking into a manhole or catch basin, stand above it and use the flashlight to help you see. Use a pole or broom handle that is long enough when you are checking sediment depths in confined spaces. NO PART OF YOUR BODY SHOULD BREAK THE PLANE OF THE OPEN HOLE.

M/I Homes

Bailey Meadows

Appendix A

Area of Inspection

M/I Homes

Bailey Meadows

Appendix B

#1 – Maintenance Checklist for Catch Basins / Manholes

Frequency	Site Feature	Date	Problem	Condition to Check For	Maintenance Activities and Conditions that Should Exist
Monthly and after any Major Storm Event	General		Trash and Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10 percent.	No trash or debris located immediately in front of catch basin or on grate opening.
Monthly and after any Major Storm Event	General		Trash and Debris	Trash or debris(in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin in invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
Monthly and after any Major Storm Event	General		Trash and Debris	Trash or debris in any inlet or outlet pipe blocking more than one-third of its height.	Inlet and outlet pipes free of trash or debris.
Monthly and after any Major Storm Event	General		Trash and Debris	Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane)	No dead animals or vegetation present within catch basin.
Monthly and after any Major Storm Event	General		Sediment	Sediment (in basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin.
Monthly and after any Major Storm Event	General		Vegetation	Vegetation growing across and blocking more than 10 percent of the basin opening.	No vegetation blocking opening to basin.

M/I Homes

Bailey Meadows

#1 – Maintenance Checklist for Catch Basins / Manholes (continued)

Frequency	Site Feature	Date	Problem	Condition to Check For	Maintenance Activities and Conditions that Should Exist
Monthly and after any Major Storm Event	General		Vegetation	Vegetation growing in inlet/outlet pipe joints that is more than 6 inches tall and less than 6 inches apart.	No vegetation or root growth present.
Monthly and after any Major Storm Event	General		Vegetation	Any evidence of oil, gasoline, contaminants or other pollutants.	No contaminants or pollutants present. (Coordinate removal/cleanup with governing jurisdiction)
Annually	General		Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than one-fourth inch (intent is to make sure no material is running into the basin)	Top slab is free of holes and cracks.
Annually	General		Structure Damage to Frame and/or Top Slab	Frame not sitting flush on top slab, i.e., separation of more than three-fourth inch of the frame from the top slab. Frame not securely attached.	Frame is sitting flush on the riser rings or top slab and firmly attached.
Annually	General		Fractures or Cracks in Basin Walls/Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
Annually	General		Fractures or Cracks in Basin Walls/Bottom	Grout fillet has separated or cracked wider than one-half-inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through crack.	Pipe is regouted and secure to basin wall.
Annually	General		Settlement/ Misalignment	If failure of basin has created a safety function, or design problem.	Basin replaced or repaired to design standards.
Annually	Catch Basin Cover		Cover Not in Place	Cover is missing or only partially in place.	Any open catch basin requires maintenance. Catch basin cover is closed.
Annually	Catch Basin Cover		Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into the frame have less than one-half-inch of thread.	Mechanism opens with proper tools.

M/I Homes

Bailey Meadows

#1 – Maintenance Checklist for Catch Basins / Manholes (continued)

Frequency	Site Feature	Date	Problem	Condition to Check For	Maintenance Activities and Conditions that Should Exist
Annually	Catch Basin Cover		Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure (intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Annually	Ladder		Ladder rungs unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges	Ladder meets design standards and allows maintenance person safe access.
Annually	Grates		Grate opening unsafe	Grate with opening wider than seven-eighths of an inch.	Grate opening meets design standards.
Annually	Grates		Damaged or Missing	Grate missing or broken member (s) of the grate.	Grate is in place and meeting design standards.
Annually	General		Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site. Apply insecticides in compliance with state and local policies.

M/I Homes

Bailey Meadows

#2 – Maintenance Checklist for Pipe

Frequency	Site Feature	Date	Problem	Condition to Check For	Maintenance Activities and Conditions that Should Exist
Annually	General		Blockage	Accumulated sediment, vegetation, or debris that exceeds 20% of the diameter of the pipe, or significantly reduces free movement of water through pipes.	All sediment, vegetation, and debris removed so water flows freely through pipes.
Annually	General		Damaged Pipe	Any dent that decreases the cross section area of a pipe by more than 20%.	Pipe repaired or replaced.
Annually	General		Erosion	Slope erosion over 2' deep where cause of damage is still present or where there is potential for continued erosion.	Slopes restored by using appropriate erosion control measures such as rock reinforcement, planting of grass or soil compaction.
Annually	General		Corrosion	Rust is causing more than 50% deterioration of any part of the pipe.	Pipe refinished or replaced.
Annually	General		Askew	Visibly misaligned pipe joints.	Affected pipe reset / connected.
Annually	General		Cover	Pipe has been unearthed by excavation or buried by inappropriate dumping.	Cover restored to original condition.
Annually	General		Damage	Any crack or tears 1" or longer in the pipe.	Pipe repaired or replaced.

M/I Homes

Bailey Meadows

Appendix C

Log Sheet

Date Checked: 11-1-11
 Checked By: _____
 Name: _____
 Company: _____
 Email: _____
 Phone Number: (____) _____

[illegible]

M/I Homes

Bailey Meadows



CITY OF NEWPORT 2021 ANNUAL APPOINTMENTS

1) MAYOR PRO TEM (Until 1/6/2022):	Kevin Chapdelaine
2) OFFICIAL NEWSPAPER:	Pioneer Press
3) OFFICIAL DEPOSITORIES:	MidWest One Bank
4) CITY ADMINISTRATOR / CLERK / TREASURER:	Debora Hill
5) CITY ATTORNEY:	Flaherty & Hood, P.A.
6) PROSECUTION SERVICES	Eckberg Lammers, P.C.
7) CITY AUDITOR:	Jim Eichten (MMKR)
8) CITY ENGINEER:	MSA
9) CITY HERITAGE PRESERVATION CONSULTANT:	Robert Vogel
10) CITY PLANNING PROFESSIONAL:	Sherri Buss
11) BUILDING INSPECTOR:	City of Cottage Grove
12) PLUMBING/HEATING INSPECTOR:	City of Cottage Grove
13) ELECTRICAL INSPECTOR:	Pat McMullen
14) FIRE MARSHAL:	Steven Wiley
15) WEED INSPECTOR:	Laurie Elliott
16) ASST. WEED INSPECTOR:	Bruce Hanson
17) CIVIL DEFENSE DIRECTOR:	Steven Wiley
18) EMERGENCY MANAGEMENT DIRECTOR	Sheriff Dan Starry
19) RESPONSIBLE AUTHORITY TO ADMINISTER REQUIREMENTS FOR COLLECTION, STORAGE, USE, AND DISSEMINATION OF DATA:	Travis Brierley
20) COMMUNITY GARDEN VOLUNTEER MANAGER:	Marge Meconis

COUNCIL ADVISORY BOARDS (3-Year Terms)

21) PLANNING COMMISSION:

- a. Anthony Mahmood
- b. Maria Bonilla
- c. Brandon Leyde
- d. Tami Fuelling
- e. Michael Kermes
- f. Marvin Taylor (Council Liaison)

Expiration Date:

01-31-2023
01-31-2022
01-31-2022
01-31-2024
01-31-2024
01-31-2022

22) PARK BOARD:

- a. Anita Perkins
- b. Emily White
- c. **Brian Xiong**
- d. Jenna Johnson
- e. John Graber
- f. Laurie Elliott (Council Liaison)

Expiration Date:

01-31-2022
01-31-2023
01-31-2024
01-31-2023
01-31-2024
01-31-2022

23) LIBRARY ADVISORY COMMITTEE:

- a. Christina Rahm
- b. Jo Bailey
- c. Beverly Bartl
- d. Anita Wasmundt
- e. Barb Wilczek
- f. Roz Johnson (Council Liaison)

Expiration Date:

01-31-2022
01-31-2023
01-31-2023
01-31-2024
01-31-2024
01-31-2022

24) HERITAGE PRESERVATION COMMISSION:

- a. Fred Leimbek
- b. **Penny Duff**
- c. Beverly Bartl
- d. Jo Bailey
- e. Bill Sumner
- f. Kevin Chapdelaine (Council Liaison)

Expiration Date:

01-31-2023
01-31-2023
01-31-2024
01-31-2024
01-31-2022
01-31-2022

COUNCIL APPOINTED COMMITTEES

22) NEWPORT / BAILEY SCHOOL FOREST GOVERNANCE COMMITTEE:

- a. Bill Sumner
- b. Matt Yokiell
- c. Laura Duffey
- d. Marge Meconis

Expiration Date:

Indefinite
Indefinite
Indefinite
Indefinite

23) RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD (1-Year Term):

- a. Tom Ingemann Ex-Officio Member)

Expiration Date:

01-31-2022

24) SOUTH WASHINGTON COUNTY CABLE COMMISSION (1-Year Term):

Expiration Date:

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