



REGULAR CITY COUNCIL MEETING AGENDA

Tuesday, March 12, 2024, at 6:00 P.M.

Location: Church of Christ 205 1st St. NE Plainview

Broadcast of the City Council Meetings will be streamed on FaceBook Live”

<https://www.facebook.com/plainviewmn/>

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS– *Using the Four Minutes Per Attendee Policy*

The City Council welcomes and encourages participation from community members. Please keep in mind that your comments must be pertinent to City business and must adhere to Data Privacy Rules, no employee's names may be used. Please do not expect action from the Council this evening regarding your concerns. We also request that your comments be limited to four (4) minutes. Council members may ask clarifying questions but is not intended to be a back-and-forth discussion. At this time, we ask that anyone who would like to address the City Council to please step up to the podium and state your name and address for the record. We ask that citizens maintain social distancing and that all comments remain respectful.

In an effort to better communicate with your City, we have designated the City Administrator as a conduit to questions related to the City Council Agenda. We continue to POST this agenda on the City Website, Facebook page and a copy is posted at City Hall and the Post Office.

Should you have any questions related to the City Council Agenda, PLEASE contact the City Administrator at 507-534-2229.

This agenda item is intended to provide an opportunity for citizens to address the City Council. The topics can include any agenda item or general comment they would like to share with the City Council. We do expect that all participants provide a name and address of their residence and expect that all parties remain respectful and adhere to the four-minute period to permit all to participate. This is the only portion of the meeting that public comments are allowed.

4. APPROVAL OF AGENDA

5. APPROVAL OF CONSENT AGENDA

- A. City Council Minutes- February 13, 2024
- B. Bills
- C. Permits/Licenses/Donations
 - 1. 3.2% Liquor License Renewal – Kwik Trip
 - 2. 3.2% Liquor License Renewal – BP Lyons Oil
 - 3. Building Permit Extension – Kayla Arens
 - 4. Gambling Permit – Lions Club – American Legion – April 13, 2024
- D. Department Head Reports and Board Minutes
- E. Brush & Compost Site Lease Agreements – Morath and Edwards

6. UNFINISHED BUSINESS –

- A. Building Inspection Proposals

7. NEW BUSINESS

- A. Amendment to Commercial District Improvement Loan for 42 N Main Common Grounds, LLC
- B. Amendment to Lot Development Loan Agreement for 42 N Main Common Grounds, LLC
- C. 2024 Pool Employee Hires
- D. Fire Dept. Hires

8. INFORMATION ONLY DOCUMENTS

- A. Board of Equalization Hearing Notice
- B. 2023 Highlights by Department

9. COUNCIL COMMENT

10. ADJOURN

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM: Minutes	AGENDA SECTION: Consent
PREPARED BY: Carol Kujath, City Clerk	AGENDA NO. 5.A.
ATTACHMENTS: Draft Minutes	APPROVED BY: cjk
RECOMMENDED ACTION: Motion to approve Minutes of the February 13, 2024, Regular Meeting Proceedings.	

**PLAINVIEW CITY COUNCIL
REGULAR MEETING
Tuesday February 13, 2024, at 6:00 P.M.**

1. CALL TO ORDER- Mayor Luckstein called the Regular Plainview City Council meeting to order on Tuesday February 13, 2024, at 6:00 p.m.

Council Members in attendance: Aaron Luckstein, Holly Reeve, Lindsay Hammer Bartley, and Ben Jacobs.

Council Members absent: Don Kuschel.

Department Heads in attendance: City Administrator David Todd, Finance Director Vicki Axley, City Clerk Carol Kujath, Deputy Clerk Kayla Hall, Public Works Director Shane Loftus, Police Chief Jason Timm, and Fire Chief Mike Lyons.

Department Heads absent: Library Director Alice Henderson.

Guests in attendance: Tim Weaver, Roger Ziebell, Greg Speedling, Tom Wiener, Dave Sparks, Seamus Johnston, Jae Gourley, Jeff Anneke with DBS Group, and Richard Johnson.

2. PLEDGE OF ALLEGIANCE –

3. PUBLIC COMMENTS –

Tom Wiener – CEO of WSE Engineering Services, the parent company of CMS Construction Management Services, WSE Massey and Ienga – Gave a background on WSE, and noted 1/3 of their staff lives in Wabasha County. CMS did have a tough year providing adequate customer service to their jurisdictions, Plainview included, due to the retirement of an office manager of 30 years. Several changes were made to correct the issues. Jay Kruger is the division manager and building official for Plainview. CMS has a long history of code experts in the area. CMS continues to excel in this area of code expertise. Conflict of interest is not an issue as Tom Wiener is not a developer, he has attempted to be a developer, however this has not come to fruition. If the development does go through, then believes any conflict or perceived conflict of interest needs to be managed. He has merged with a design, build, and investment team, DBS Group, so is no longer the controlling entity. It is a common practice to enter into a conflict-of-interest agreement and acknowledge where there may be a conflict of interest, and how to manage it. Wiener is willing to do this with the City of Plainview, however, believes this is a future issue. The permits on the 2 houses built in Plainview were issued before the merger with CMS. CMS building inspectors whole job centers around integrity. CMS is local where MNSPECT's corporate office is in Colorado, with an office in the cities. Would like to see the City stay with CMS as their building inspection services company.

Roger Ziebell – 730 2nd Ave SW – Is in support of CMS staying Plainview's building inspection services company. Would like to see Plainview "shop local" and noted that MNSPECT is in 37 states around the US. Believes that if the Council chooses MSPECT, small companies, like CMS will go away.

Greg Speedling – 25408 533 Street Plainview – Has been a builder in Plainview for 50 years and has a good relationship with the inspectors at CMS. Believes the code book can be interpreted in different

ways and CMS does a good job with city code. Would like to see the Council table this agenda item and get the trades involved with the decision-making process.

4. APPROVAL OF AGENDA – Motion by Jacobs, second by Reeve to approve the Agenda.
Motion carried unanimously.

5. APPROVAL OF CONSENT AGENDA – Motion by Reeve, second by Jacobs to approve the Consent Agenda. It was noted that Councilmember Hammer Bartley was abstaining from Consent Agenda Items C.1. Motion carried.

- A. City Council Minutes – January 9, 2024 and January 10, 2024.
- B. Bills
- C. Permits/Licenses/Donations
 - 1. Building Permit Extension – Lindsay and Alex Bartley.
- D. Department Head Reports and Board Minutes
- E. Planning Commission 2023 Annual Report to Council
- F. Appointment of Election Judges for 2024-Resolution 2024-04
- G. Sale of Police Department's 2013 Ford Explorer.

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS –

- A. **Facility Use Agreement with the Church of Christ – Resolution 2024-05**– In 2019, the City of Plainview relocated City Council meetings to the Church of Christ, at 205 1st St. NE Plainview, MN due to the COVID 19 pandemic. The Church and the City entered into a Facility Use Agreement in 2022 which has been a benefit for both the Church of Christ and the City of Plainview. Prior to the agreement, the Church had not sought any compensation from the City for the use of the space citing the use as a “Public Service” to the community. As a practical matter, the use of the Worship Hall has proven to be a perfect fit for Council meetings as the space can accommodate more residents, the sound and video capabilities at the Church has proven much better for meetings to be broadcast to the public, and the Church has welcomed the use of the hall as an addition to other activities undertaken at the Church. The City provided a \$5,000 donation to upgrade the audio/visual capabilities from COVID funds provided by the Cares Act. Simply put, City Hall has limited space, poor audio/visual capabilities, a general lack of parking, and is not set up to adequately host regular City Council Meetings. The City is seeking to continue to use the space at the Church of Christ to host City Council meetings for the foreseeable future and the Church leadership has welcomed the opportunity to host. Although Church leaders initially did not want compensation for the use of the space, the City is obligated to provide such compensation for the use of the space. A meeting was held with Church officials and City staff whereby a mutual agreement to provide \$600 per year in the form of a Facility Use Agreement for the space at the Church. The agreement is to be evaluated and approved on an annual basis.

Motion by Hammer Bartley, second by Jacobs to approve Resolution 2024-05 entering a Facility Use Agreement between the City of Plainview and the Church of Christ for the use of the Worship Hall for City Council Meetings.

Aye: Reeve, Jacobs, and Hammer Bartley
Nay: None
Abstain: Luckstein
Absent: Kuschel
Motion carried.

B. Building Inspection Proposals –

The Plainview Planning Commission requested Administrator Todd to investigate alternative sources of building inspection services for the City and to solicit quotes due to issues related to the services provided by CMS. CMS is Plainview's current building inspector services company. The issues range from poor service delivery, slow response times providing inspections, delays in processing permits, lost permits, as well as communication issues. CMS has recently been purchased by a local individual who is currently developing in Plainview and has had some completed projects. This presents a conflict-of-interest issue for the city by having a builder/developer have projects inspected by a company owned by the same person.

The only alternative to CMS in the region is MNSPECT. The City received quotes for services from both CMS and MNSPECT. Bolton and Menk produced a cost comparison worksheet for the Planning Commission and Council. The Planning Commission's discussion included the fee differences, the extra cost for software from CMS, where MNSPECT did not charge extra for the software, the services provided by both companies, the conflict of interest, the complexity of building with CMS's proposal, the relationship with CMS and sometimes objectivity can be forgotten. It was noted that CMS proposal if not accepted by the end of February 2024, then the city would continue at the hourly rate with CMS. There was no deadline for the MNSPECT proposal. Mayor Luckstein reached out to local contractors to get their insights on working with CMS and the overwhelming response was favorable, as they have all had a positive relationship with the inspectors and office staff at CMS. CMS can address the conflict of interest, real or perceived, by managing it with a disclosure statement. The City can reevaluate if not pleased with the results after 3-6 months. Property owners have expressed their frustration in CMS. While having long relationships with the inspectors and staff at CMS, there is value in an objective viewpoint, when it comes to checks and balances, through the permit process.

It was noted the inspection companies are audited by the state.

Motion by Reeve second by Hammer Bartley to approve MNSPECT to provide building inspection services to the City of Plainview.

Aye: Reeve and Hammer Bartley

Nay: Luckstein and Jacobs

Absent: Kuschel

Motion failed for lack of majority vote.

Motion by Luckstein, second by Jacobs to table this agenda item until the March 2024 meeting when we hopefully have a full Council to be able to have a majority vote.

Motion carried unanimously.

C. Street Sweeper Purchase –

The purchase of a street sweeper has been on the City's CIP for several years and has been pushed out to the following year time after time in hopes of helping the CIP fund other projects. It can no longer be pushed out any further. Public Works Director Shane Loftus provided the Council with 3 different options to pay for the street sweeper.

The options are as follows:

1. The City can pay for the new street sweeper with funds from the CIP. We have an estimated \$300,000 left in the CIP at the end of 2023. There is going to be an additional \$200,000 added to the CIP in 2024. This means the City would not have to raise the levy to make payments, nor would the City pay interest. This would require moving the walking trail to 2025 and potentially moving other projects and equipment purchases to different years.
2. We do an interfund loan from the sewer fund. Vicki spoke with Mike Bubany and if the Council chooses to finance the purchase, this is the option Mike recommended. With this option the City is paying interest to one of our own funds instead of an outside bank. This would require us to raise the levy in future years to make the loan payments which are estimated to be around \$40,000-\$52,000 a year, depending on the loan terms.

These prices were figured at a 4.5% interest rate.

<u>Amount</u>	<u>Years</u>	<u>Interest</u>	<u>Total</u>
\$269,931.00	6	\$44,007.00	\$313,938.00
\$269,931.00	7	\$50,649.00	\$320,580.00
\$269,931.00	8	\$57,378.00	\$327,309.00

3. We finance the sweeper through MacQueen's finance company. They have a 5, 6, and 7-year municipal lease program. There will be an initial down payment and then an annual payment each year until paid in full.

Mayor Luckstein and Councilmember Hammer Bartley were in favor of the cash option 1, however Hammer Bartley wondered if the walking trail could be patched in places for now. Loftus assured the Council the walking trail could be patched in places at minimal cost.

Motion by Jacobs, second by Hammer Bartley to approve the purchase of a new street sweeper for \$257,037.00.

Motion carried unanimously.

- D. 2024 Pool Staff Wages** – Michelle Olig is a seasonal employee who manages the swimming pool each year. This is Olig's 10th year as pool manager. Olig typically works from January-August. The request is a salary be set at \$9,000 for the 2024 season plus \$20.00 per hour for training hours. In 2022 and 2023 the seasonal pay scale was adjusted to try to stay competitive with area employers. For the 2024 season staff are requesting an increase in wages by 4%. Mayor Luckstein expressed his concern of the 4%, noting that with seasonal employees are also allowed the ESST benefit, he would like to see a 2% increase instead. Finance Director Vicki Axley pointed out that only employees who work over 80 hours in a year will receive the ESST benefit, and not all pool employees will work over 80 hours.

Motion by Reeve, second by Hammer Bartley to approve the salary for Michelle Olig, Pool Manager, for the 2024 pool season at \$9,000 for the season, plus \$20.00 per hour for training hours.

Motion carried unanimously.

Motion by Hammer Bartly, second by Reeves to approve the 2024 wage scale for pool employees as listed below.

Lifeguard - \$14.56/hour

WSI Guard - \$15.60/hour

Headguard - \$17.32/hour
Desk Attendant - \$13.00/hour
Water Aerobics Instructor - \$14.56/hour
Aye: Reeve, Hammer Bartley, and Jacobs
Nay: Luckstein
Absent: Kuschel
Motions carried.

- E. **2023 Public Works Seasonal Wages** - Each summer Public Works hire seasonal help to assist with mowing, trimming, watering flowers, cleaning parks, and other tasks as needed. They also help with weekend duties, which helps lower overtime expenses for full-time employees. In 2022 and 2023 The increase in wages was factored into the 2024 budget. In 2022 and 2023 the seasonal pay scale was adjusted to try to stay competitive with area employers. For the 2024 season staff are requesting an increase in wages by 4%. Mayor Luckstein expressed his concern of the 4%, noting that with seasonal employees are also allowed the ESST benefit, he would like to see a 2% increase instead.

Motion by Reeve, second by Hammer Bartley to approve the 2024 wage scale for the Public Works seasonal employees as listed below.

Mower - \$15.60/hour
Trimmer, Parks - \$14.56/hour
Aye: Reeve, Hammer Bartley, and Jacobs
Nay: Luckstein
Absent: Kuschel
Motions carried.

F. **Amend City Code Chapter 200 Municipal Administration – Fire Department Membership –**

Councilmember and Fire Department Liaison Reeve and leaders of the Plainview Fire Department recently reviewed and compared the hiring practices of the department with the guidance document published by the League of Minnesota Cities titled “Fire Department Management and Liability Issues (Managing city fire department employees)” Importantly, the League states that “In no case may employees be hired by a vote of other employees.”

To establish objective hiring practices which align with the LMC guidance, the following amended language is proposed.

211.2 Membership. The officers of the Fire Department shall consist of a Fire Chief, three (3) Assistant Fire Chiefs, and as many ~~volunteers~~ **firefighters** as the Council may from time to time deem necessary for the safety and protection of the City. The Chief and the Assistant Chiefs, ~~and the firefighters~~ shall be appointed by the Council upon recommendation of the Fire Department. **Firefighters will be appointed following the hiring processes outlined by the City of Plainview Personnel Policies. The hiring committee will consist of a majority of Fire Department representation to City Administration.** ~~Each officer and every other member of the department shall serve during good behavior and may be removed by the Council only for cause.~~

Motion by Reeve, second by Hammer Bartley to approve amending City Code Chapter 200, Section 211.2 Fire Department Membership, modifying language reflecting the

hiring process to be more consistent with the Personnel Policy.
Motion carried unanimously.

G. Minnesota Housing Workforce Development Program Resolution of Support for Tax Abatement – Resolution 2024-06

Skye View Development, LLC has proposed a development in the City of Plainview that will provide market rate owner/occupied housing and market rate rentals for the City, consistent with current housing needs and the City's Comprehensive Plan. The developer has asked the City to submit a grant application to the Minnesota Housing Authority to assist with funding the project. The grant was awarded in the amount of \$1,300,000 and the City executed a deferred loan agreement on July 1, 2022. The request is to submit an updated deferred loan agreement to the Minnesota Housing Workforce Development Program to assist the developer with financing the project. The amended deferred loan agreement is for an additional \$600,000 to increase the total grant award not to exceed to \$1.9 million and provide city support of tax abatement in the amount not to exceed \$1.6 million as a match to the grant money.

Motion by Luckstein, second by Hammer Bartley to approve Resolution 2024-06 supporting tax abatement for the Skye View Project not to exceed \$1,600,000.

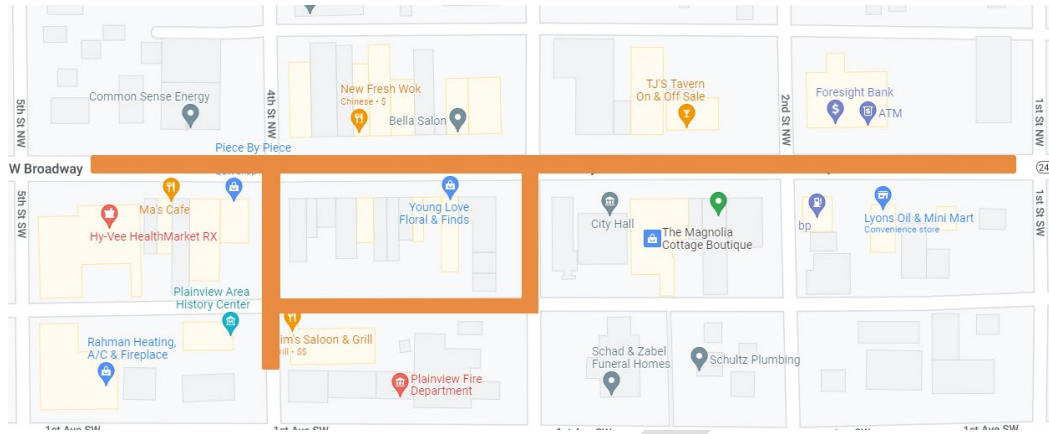
Motion carried unanimously.

H. Sip and Shop Event-Temporarily Suspend Public Consumption – Resolution 2024-07

The City of Plainview is in receipt of a letter requesting the suspension of the prohibition on public consumption in accordance with a planned Sip and Shop event proposed by a coalition of businesses in downtown Plainview. The event will be held on Friday, March 15, 2024, from 10:00AM to 8:00PM. The event proposes to allow customers to sip alcoholic and non-alcoholic beverages while shopping at participating stores. The location(s) associated with the requested temporary suspension of the prohibition of public consumption are outlined on the map below. They include West Broadway from 5th Street SW to 1st Street SW; 4th Street SW from Broadway to 1st Avenue SW; the alley running west to east in front of Kim's Saloon from 4th Street SW to 3rd Street SW; and finally, 3rd Street SW from Broadway to the alley leading to Kim's Saloon. City staff (Public Works and Police Department) reviewed the request, and no issues were identified. Luckstein stated between the Sip and Shop Events and the local festival are the busiest days for downtown area local businesses.

Motion by Jacobs, second by Luckstein to approve Resolution 2024-07 suspending prohibition of public consumption for The Sip and Shop Event on Friday, March 15, 2024, from 10:00 a.m. to 8:00 p.m. in accordance with the attached map/location(s).

Motion carried unanimously.



8. INFORMATION ONLY DOCUMENTS – None

9. COUNCIL COMMENT

-Reeve – On behalf of the Planning Commission express deepest condolences to the family of Roger Durgin. Roger served on the Planning Commission for several years. His contribution to the City was greatly appreciated, and he will be missed.

-Luckstein – EDA update – the City approved a contract with CEDA. CEDA hired Will Giesen who will be taking care of the City's EDA director responsibilities. Will started approximately two weeks ago with CEDA. He will be in the Plainview City Hall two days, (Tuesday and Wednesday) a week and going around meeting with local businesses. Excited to have Will on board.

10. ADJOURN –

Motion by Luckstein, second by Hammer Bartley to adjourn the Plainview City Council meeting.

Motion carried. Meeting adjourned at 7:03 p.m.

Aaron Luckstein, Mayor

Carol Kujath, City Clerk

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM: Bills	AGENDA SECTION: Consent
PREPARED BY: Vicki Axley	AGENDA NO. 5.B.
ATTACHMENTS: Bills Report	APPROVED BY: dt
RECOMMENDED ACTION: Motion to approve payment of all bills listed in attached report.	

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[Report].GL Account = {<>} "10121709"
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Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
263 1 SOURCE								
03/06/2024	286115-0	1	Invoice	PAPER, SHARPIES, CORRECTION TAPE/PD	01/12/2024	03/07/2024	79.86	101-42100-201
03/06/2024	286119-0	1	Invoice	SHIPPING CHARGE/PD	01/12/2024	03/07/2024	7.99	101-42100-201
03/06/2024	286119-1	1	Invoice	TONER/PD	01/15/2024	03/07/2024	112.50	101-42100-201
Total 263 1 SOURCE:							200.35	
106237 42 N. MAIN COMMON GROUNDS, LLC								
02/08/2024	FEB. 2024	1	Invoice	FEB. 24 TIF PAYMENT	02/08/2024	02/08/2024	3,229.00	506-46500-439
Total 106237 42 N. MAIN COMMON GROUNDS, LLC:							3,229.00	
106632 AG PARTNERS COOP								
02/15/2024	101626	1	Invoice	CREDIT TAX ON INVOICE #427001/PW	02/07/2024	02/15/2024	3.68-	101-43100-217
02/15/2024	427001	1	Invoice	SUPPLIES PW	02/05/2024	02/15/2024	53.58	101-43100-217
Total 106632 AG PARTNERS COOP:							49.90	
751 ANCOM COMMUNICATIONS								
02/15/2024	118671	1	Invoice	PALM MIC/PD	12/06/2023	02/15/2024	180.00	101-42100-221
Total 751 ANCOM COMMUNICATIONS:							180.00	
106617 AT&T MOBILITY								
02/15/2024	2872918546	1	Invoice	PHONES POLICE	01/25/2024	02/15/2024	804.06	101-42100-321
02/27/2024	2872969810	1	Invoice	PHONES FIRE DEPT	01/11/2024	02/28/2024	76.46	101-42200-321
Total 106617 AT&T MOBILITY:							880.52	
106375 AXON ENTERPRISES, INC.								
02/15/2024	INUS224994	1	Invoice	BODY MOUNTS, LICENSES, EVIDENCE STO	02/01/2024	02/15/2024	42,397.07	101-42100-590
Total 106375 AXON ENTERPRISES, INC.:							42,397.07	
104716 BAKER & TAYLOR								
02/22/2024	L2300462 FE	1	Invoice	BOOKS/LIBRARY	01/31/2024	02/22/2024	2,748.80	211-45500-592
Total 104716 BAKER & TAYLOR:							2,748.80	
106980 BARNES, ANDREW								
02/15/2024	PL23-197 RE	1	Invoice	BUILDING PERMIT REFUND DEPOSIT	02/09/2024	02/15/2024	100.00	101-41500-32210
Total 106980 BARNES, ANDREW:							100.00	
329 BECKLEYS OFFICE PRODUCTS								
03/06/2024	101326	1	Invoice	paper shred	03/05/2024	03/07/2024	44.50	101-41500-401
Total 329 BECKLEYS OFFICE PRODUCTS:							44.50	
31 BENNETT & SONS SAND & GRAVEL								
02/22/2024	40660	1	Invoice	PUSH UP COMPOST AT DUMPSITE/PW	12/31/2023	02/22/2024	2,962.50	101-43100-310
02/22/2024	40746	1	Invoice	SCREENED SAND DELIVERED/SNOW	01/29/2024	02/22/2024	930.00	101-43125-217
Total 31 BENNETT & SONS SAND & GRAVEL:							3,892.50	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
682 BLACKBURN MFG COMPANY								
03/06/2024	0728156	1	Invoice	DOOR TAGS/WATER	02/12/2024	03/07/2024	139.88	601-49400-217
03/06/2024	0728156	2	Invoice	DOOR TAGS/SEWER	02/12/2024	03/07/2024	139.88	602-49450-217
Total 682 BLACKBURN MFG COMPANY:							279.76	
106463 BOLTON & MENK, INC.								
02/15/2024	0329899	1	Invoice	WATER FEASIBILTY STUDY	01/31/2024	02/15/2024	4,421.00	601-49400-303
02/15/2024	0329901	1	Invoice	2023 STREET PROJECT	01/31/2024	02/15/2024	11,059.00	418-48000-303
02/15/2024	0329902	1	Invoice	VERIZON TOWER INSTALLATION	01/31/2024	02/15/2024	1,351.00	601-49400-303
02/15/2024	0329968	1	Invoice	GENERAL ENGINEERING	01/31/2024	02/15/2024	4,770.00	101-41500-303
02/27/2024	0330315	1	Invoice	CEMETERY GIS SYSTEM	02/19/2024	02/28/2024	4,074.00	235-49010-590
Total 106463 BOLTON & MENK, INC.:							25,675.00	
106729 CHURCH OF CHRIST								
02/15/2024	2024 LEASE	1	Invoice	ANNUAL FACILITY LEASE FOR MEETINGS	02/14/2024	02/15/2024	600.00	101-41500-401
Total 106729 CHURCH OF CHRIST:							600.00	
106449 CINTAS CORPORATION								
03/07/2024	4182437004	1	Invoice	MOPS&TOWELS/CITYHALL	02/06/2024	03/07/2024	30.81	101-41500-310
03/07/2024	4182437062	1	Invoice	MATS & SCRAPER/PW	02/06/2024	03/07/2024	34.67	101-43100-310
03/07/2024	4183128804	1	Invoice	MATS & SCRAPER/PW	02/13/2024	03/07/2024	34.67	101-43100-310
03/07/2024	4183868603	1	Invoice	MATS & SCRAPER/PW	02/20/2024	03/07/2024	34.67	101-43100-310
03/07/2024	4184607190	1	Invoice	MATS & SCRAPER/PW	02/27/2024	03/07/2024	34.67	101-43100-310
Total 106449 CINTAS CORPORATION:							169.49	
106052 CJ SIGNAGE LLC								
02/27/2024	909	1	Invoice	ALUMINUM SIGN-CITY OF PLAINVIEW	12/14/2023	02/28/2024	130.00	101-43100-217
Total 106052 CJ SIGNAGE LLC:							130.00	
106758 COMPASS MINERALS AMERICA INC.								
02/13/2024	1291942	1	Invoice	BULK COARSE LA- HWY	01/26/2024	02/14/2024	5,541.45	101-43125-217
Total 106758 COMPASS MINERALS AMERICA INC.:							5,541.45	
51 CONSTRUCTION MGMT. SERVICES								
02/27/2024	819-244592-	1	Invoice	BUILDING INSPECTION	02/02/2024	02/28/2024	1,641.88	101-41500-316
Total 51 CONSTRUCTION MGMT. SERVICES:							1,641.88	
62 DALCO								
02/27/2024	4195982	1	Invoice	TRASH LINERS & TOILET PAPER/PARKS	02/13/2024	02/28/2024	552.81	225-45200-217
02/27/2024	4195982	2	Invoice	SOAP/POOL	02/13/2024	02/28/2024	307.48	225-45128-217
Total 62 DALCO:							860.29	
106428 DATA SMART COMPUTERS INC.								
02/15/2024	83614	1	Invoice	MONTHLY DATTO BACKUP	01/01/2024	02/15/2024	149.00	101-41500-309
02/15/2024	84571	1	Invoice	REPLACE 3 DESKTOPS/ADMIN	02/09/2024	02/15/2024	3,164.41	101-41500-580
02/13/2024	84590	1	Invoice	FORTINET LICENSE/ADMIN	02/13/2024	02/14/2024	552.63	101-41500-309
02/15/2024	84594	1	Invoice	ADMIN IT-DAVID'S AND CAROL'S NEW DESK	02/14/2024	02/15/2024	507.50	101-41500-310
02/15/2024	84595	1	Invoice	ADMIN IT-KAYLA'S NEW DESKTOP	02/14/2024	02/15/2024	435.00	101-41500-310
02/22/2024	84638	1	Invoice	ADMIN IT SUPPORT-FORTIGATE RENEWALS	02/21/2024	02/22/2024	72.50	101-41500-310
02/28/2024	84659	1	Invoice	ADMIN IT SUPPORT	02/27/2024	02/28/2024	435.00	101-41500-310

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
02/28/2024	84677	1	Invoice	ADMIN IT SUPPORT-CEMETERY SOFTWARE	02/27/2024	02/28/2024	217.50	101-41500-310
Total 106428 DATA SMART COMPUTERS INC.:							5,533.54	
105564 DEARBORN LIFE INS CO.								
02/15/2024	MARCH 202	1	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	148.35	101-41500-131
02/15/2024	MARCH 202	2	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	334.39	101-42100-131
02/15/2024	MARCH 202	3	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	72.67	101-43100-131
02/15/2024	MARCH 202	4	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	74.43	211-45500-131
02/15/2024	MARCH 202	5	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	35.15	225-45200-131
02/15/2024	MARCH 202	6	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	35.15	601-49400-131
02/15/2024	MARCH 202	7	Invoice	EMPLOYEE INS.	02/13/2024	02/15/2024	34.17	602-49450-131
Total 105564 DEARBORN LIFE INS CO.:							734.31	
105649 ELECTRIC PUMP								
02/27/2024	0077591	1	Invoice	SERVICE POOL PUMP/POOL	02/12/2024	02/28/2024	1,502.50	225-45128-221
Total 105649 ELECTRIC PUMP:							1,502.50	
106645 ELLINGSON, MATTHEW								
02/22/2024	2/14/24	1	Invoice	REIMBURSE DOT PHYSICAL	02/20/2024	02/22/2024	85.00	225-45200-310
Total 106645 ELLINGSON, MATTHEW:							85.00	
105049 FIRE SAFETY USA, INC.								
03/07/2024	183377	1	Invoice	HELMETS/FIRE DEPT.	02/22/2024	03/07/2024	4,574.25	101-42200-221
Total 105049 FIRE SAFETY USA, INC.:							4,574.25	
105806 FLAHERTY & HOOD, P.A.								
02/13/2024	20704	1	Invoice	JANUARY GENERAL LEGAL FEES	02/02/2024	02/14/2024	1,218.75	101-41500-304
Total 105806 FLAHERTY & HOOD, P.A.:							1,218.75	
105336 GALE/CENGAGE LEARNING								
02/22/2024	83213744	1	Invoice	BOOKS/LIBRARY	01/10/2024	02/22/2024	31.49	211-45500-592
Total 105336 GALE/CENGAGE LEARNING:							31.49	
97 GALLS, LLC								
02/15/2024	026930326	1	Invoice	UNIFORM K.KUHLEMEIER	01/29/2024	02/15/2024	65.19	101-42100-417
Total 97 GALLS, LLC:							65.19	
104 GOPHER STATE ONE CALL								
03/06/2024	4020687	1	Invoice	LOCATES/WATER	02/29/2024	03/07/2024	2.70	601-49400-310
03/06/2024	4020687	2	Invoice	LOCATES/SEWER	02/29/2024	03/07/2024	2.70	602-49450-310
Total 104 GOPHER STATE ONE CALL:							5.40	
105970 HG ELECTRIC, LLC								
02/22/2024	C1142	1	Invoice	LIGHTS IN KIDS AREA TO LED/LIBRARY	02/07/2024	02/22/2024	1,445.00	211-45500-223
Total 105970 HG ELECTRIC, LLC:							1,445.00	
116 HIGH PLAINS								
02/29/2024	1380	1	Invoice	FUEL/SNOW	01/05/2024	02/28/2024	45.02	101-43125-212

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
02/28/2024	1944	1	Invoice	FUEL/SNOW	01/11/2024	02/28/2024	15.03	101-43125-212
02/28/2024	2105	1	Invoice	FUEL/SNOW	01/12/2024	02/28/2024	84.31	101-43125-212
02/28/2024	2180	1	Invoice	FUEL/SNOW	01/13/2024	02/28/2024	106.19	101-43125-212
02/28/2024	2288	1	Invoice	FUEL/SNOW	01/22/2024	02/28/2024	11.68	101-43125-212
02/28/2024	2509	1	Invoice	FUEL/SNOW	01/23/2024	01/28/2024	63.49	101-43125-212
02/28/2024	630	1	Invoice	FUEL/SNOW	01/16/2024	02/28/2024	16.29	101-43125-212
02/28/2024	6707	1	Invoice	FUEL/SNOW	01/02/2024	02/28/2024	134.43	101-43125-212
02/28/2024	8769	1	Invoice	FUEL/SNOW	01/09/2024	02/28/2024	112.98	101-43125-212
02/28/2024	8773	1	Invoice	FUEL/SNOW	01/09/2024	02/28/2024	102.17	101-43125-212
02/28/2024	9070	1	Invoice	FUEL/SNOW	01/10/2024	02/28/2024	15.67	101-43125-212
02/28/2024	9281	1	Invoice	FUEL/PW	01/11/2024	02/28/2024	3.65	101-43100-212
02/28/2024	9406	1	Invoice	FUEL/PW	01/11/2024	02/28/2024	77.14	101-43100-212
02/28/2024	949	1	Invoice	FUEL/SNOW	01/02/2024	02/28/2024	43.96	101-43125-212
02/28/2024	9853	1	Invoice	FUEL/SNOW	01/13/2024	02/28/2024	137.40	101-43125-212
02/28/2024	9891	1	Invoice	FUEL/SNOW	01/13/2024	02/28/2024	133.40	101-43125-212
Total 116 HIGH PLAINS:							1,102.81	
105714 I.U.O.E LOCAL49 FRINGE BENEFIT FUND								
02/28/2024	APRIL 2024	1	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	4,425.00	101-41500-131
02/28/2024	APRIL 2024	2	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,475.00	101-42100-131
02/28/2024	APRIL 2024	3	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,239.00	101-43100-131
02/28/2024	APRIL 2024	4	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	236.00	101-43125-131
02/28/2024	APRIL 2024	5	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,475.00	225-45200-131
02/28/2024	APRIL 2024	6	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,475.00	601-49400-131
02/28/2024	APRIL 2024	7	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,475.00	602-49450-131
02/28/2024	APRIL 2024	1	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,682.00	101-41500-131
02/28/2024	APRIL 2024	2	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	13,456.00	101-42100-131
02/28/2024	APRIL 2024	3	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	1,412.88	101-43100-131
02/28/2024	APRIL 2024	4	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	269.12	101-43125-131
02/28/2024	APRIL 2024	5	Invoice	EMPLOYEE HEALTH INSURANCE-APRIL 202	02/28/2024	02/28/2024	3,364.00	211-45500-131
Total 105714 I.U.O.E LOCAL49 FRINGE BENEFIT FUND:							31,984.00	
106340 IDENTISYS								
02/15/2024	P122605	1	Invoice	SOFTWARE LICENSE	01/03/2024	02/15/2024	148.18	101-42100-309
Total 106340 IDENTISYS:							148.18	
106906 J & S REPAIR								
02/22/2024	EJ04185	1	Invoice	VENTRAC DECKS/PARKS	02/14/2024	02/22/2024	3,758.60	225-45200-221
Total 106906 J & S REPAIR:							3,758.60	
348 JOHN DEERE FINANCIAL								
03/07/2024	IP40739	1	Invoice	MN AG GROUP-PARTS/PW	03/05/2024	03/07/2024	1.75	101-43100-221
Total 348 JOHN DEERE FINANCIAL:							1.75	
106520 KENNY SYLVESTER CONSTRUCTION								
02/22/2024	JAN 11-FEB	1	Invoice	CLEANING CITY HALL/COUNCIL	02/19/2024	02/22/2024	600.00	101-41110-401
02/22/2024	JAN 11-FEB	2	Invoice	CLEANING CITY HALL/ADMIN	02/19/2024	02/22/2024	600.00	101-41500-401
Total 106520 KENNY SYLVESTER CONSTRUCTION:							1,200.00	
141 KREOFISKY BUILDING SUPPLIES								
03/07/2024	2402-830677	1	Invoice	BATTERIES/ADMIN	02/02/2024	03/07/2024	19.29	101-41500-217
03/07/2024	2402-831166	1	Invoice	SOFTENER SALT/PW	02/05/2024	03/07/2024	35.56	101-43100-217

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
03/07/2024	2402-831304	1	Invoice	VALVE/WATER	02/06/2024	03/07/2024	26.49	601-49400-217
03/07/2024	2402-831567	1	Invoice	PLIERS/WATER	02/07/2024	03/07/2024	38.98	601-49400-217
03/07/2024	2402-831614	1	Invoice	TAPE/PW	02/07/2024	03/07/2024	5.49	101-43100-217
03/07/2024	2402-831712	1	Invoice	HOSE BIBB, KEY FAUCET/WATER	02/07/2024	03/07/2024	12.48	601-49400-223
03/07/2024	2402-831880	1	Invoice	LED BULB/FIRE DEPT	02/08/2024	03/07/2024	11.49	101-42200-223
03/07/2024	2402-831910	1	Invoice	RETURN LED BULB/FIRE DEPT	02/08/2024	03/07/2024	11.49	101-42200-223
03/07/2024	2402-832223	1	Invoice	ELECTRONIC BALLAST/FIRE DEPT.	02/09/2024	03/07/2024	21.99	101-42200-223
03/07/2024	2402-833067	1	Invoice	LEVEL & SCREWS/PW	02/14/2024	03/07/2024	13.48	101-43100-217
03/07/2024	2402-833405	1	Invoice	GARNER BRUSH/PW	02/15/2024	03/07/2024	12.21	101-43100-217
03/07/2024	2402-834314	1	Invoice	STRUCT. HEM FIR, SANDPAPER/PARKS	02/20/2024	03/07/2024	15.28	225-45200-217
03/07/2024	2402-835060	1	Invoice	STRAP, SDS BIT/FIRE DEPT.	02/23/2024	03/07/2024	34.48	101-42200-223
Total 141 KREOFKY BUILDING SUPPLIES:							235.73	
106851 KREOFKY OVERHEAD DOOR								
03/07/2024	2402-831899	1	Invoice	REPAIR RAYNOR DOOR, ADD REMOTE TO A	02/08/2024	03/07/2024	189.22	101-42200-223
Total 106851 KREOFKY OVERHEAD DOOR:							189.22	
104695 KUHLEMEIER, KEVIN								
02/15/2024	2/7/24	1	Invoice	TEAR DOWN SQUAD #131	02/07/2024	02/15/2024	1,000.00	101-42100-310
Total 104695 KUHLEMEIER, KEVIN:							1,000.00	
106730 KUJATH, CAROL								
02/22/2024	2/15/24 MILE	1	Invoice	MILEAGE TO COSTCO FOR SUPPLIES	02/16/2024	02/22/2024	17.16	101-41500-331
02/22/2024	2/15/24 MILE	2	Invoice	MILEAGE TO COSTCO FOR ELECTION SUPP	02/16/2024	02/22/2024	17.16	101-41410-331
Total 106730 KUJATH, CAROL:							34.32	
106329 LAKE CITY RECYCLING & DISPOSAL								
03/07/2024	118170	1	Invoice	GARBAGE/PARKS	03/01/2024	03/07/2024	72.54	225-45200-384
03/07/2024	118170	2	Invoice	GARBAGE/PARKS	03/01/2024	03/07/2024	72.54	225-45200-384
03/07/2024	118170	3	Invoice	GARBAGE/CEMETERY	03/01/2024	03/07/2024	72.54	235-49010-384
03/07/2024	118170	4	Invoice	GARBAGE/STREETS	03/01/2024	03/07/2024	50.25	101-43100-384
03/07/2024	118170	5	Invoice	GARBAGE/PW	03/01/2024	03/07/2024	72.54	101-43100-384
03/07/2024	118170	6	Invoice	GARBAGE/FIRE HALL	03/01/2024	03/07/2024	54.76	101-42200-384
Total 106329 LAKE CITY RECYCLING & DISPOSAL:							395.17	
365 LEAGUE OF MINNESOTA CITIES/FINANCE								
03/06/2024	397874	1	Invoice	PATROL SUBSCRIPTION/PD	01/02/2024	03/07/2024	990.00	101-42100-433
Total 365 LEAGUE OF MINNESOTA CITIES/FINANCE:							990.00	
106017 LEAGUE OF MN CITIES INSURANCE TRUST								
02/28/2024	2024 WORK	1	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	59.45	101-41110-151
02/28/2024	2024 WORK	2	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	2,166.71	101-41500-151
02/28/2024	2024 WORK	3	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	26,876.23	101-42100-151
02/28/2024	2024 WORK	4	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	2,488.33	101-42200-151
02/28/2024	2024 WORK	5	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	14,737.15	101-43100-151
02/28/2024	2024 WORK	6	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	543.39	211-45500-151
02/28/2024	2024 WORK	7	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	2,896.06	225-45128-151
02/28/2024	2024 WORK	8	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	2,136.23	225-45200-151
02/28/2024	2024 WORK	9	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	2,494.43	245-42200-151
02/28/2024	2024 WORK	10	Invoice	2024 WORK COMP PREMIUMS	02/28/2024	02/28/2024	1,070.02	601-49400-151

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
Total 106017 LEAGUE OF MN CITIES INSURANCE TRUST:							55,468.00	
106720 LOFFLER COMPANIES INC.								
02/13/2024	35863835	1	Invoice	ADMIN COPIER LEASE	02/05/2024	02/14/2024	161.22	101-41500-401
02/14/2024	4600114	1	Invoice	COPIES/LIBRARY	02/01/2024	02/14/2024	44.72	211-45500-401
03/07/2024	4627961	1	Invoice	COPIER CHARGES/ADMIN	03/01/2024	03/07/2024	139.13	101-41500-401
Total 106720 LOFFLER COMPANIES INC.:							345.07	
160 LYONS OIL MINI MART								
02/13/2024	1/31/24 STAT	1	Invoice	CREDIT/DISCOUNT JANUARY 2024	01/31/2024	02/14/2024	4.76-	101-43100-212
02/13/2024	1/31/24 STAT	2	Invoice	CREDIT/DISCOUNT JANUARY 2024	01/31/2024	02/14/2024	8.05-	101-43125-212
02/13/2024	5126611	1	Invoice	FUEL/SNOW	01/13/2024	02/14/2024	67.99	101-43125-212
02/13/2024	5126699	1	Invoice	FUEL/SNOW	01/18/2024	02/14/2024	38.42	101-43125-212
02/13/2024	5126826	1	Invoice	FUEL/SNOW	01/29/2024	02/14/2024	19.06	101-43125-212
02/13/2024	5126830	1	Invoice	FUEL/SNOW	01/19/2024	02/14/2024	49.46	101-43125-212
02/13/2024	5126871	1	Invoice	FUEL/SNOW	01/22/2024	02/14/2024	94.80	101-43125-212
02/13/2024	5126891	1	Invoice	FUEL/PW	01/23/2024	02/14/2024	45.48	101-43100-212
02/13/2024	5127029	1	Invoice	FUEL/PW	01/25/2024	02/14/2024	62.36	101-43100-212
02/15/2024	5626557	1	Invoice	CAR WASHES/PD	01/31/2024	02/15/2024	64.38	101-42100-221
02/13/2024	5626807	1	Invoice	FUEL/SNOW	01/08/2024	02/14/2024	8.22	101-43125-212
02/13/2024	5626816	1	Invoice	FUEL/SNOW	01/09/2024	02/14/2024	66.95	101-43125-212
02/13/2024	5626818	1	Invoice	FUEL/SNOW	01/09/2024	02/14/2024	69.77	101-43125-212
02/13/2024	5626834	1	Invoice	FUEL/SNOW	01/10/2024	02/14/2024	77.20	101-43125-212
02/13/2024	5626844	1	Invoice	FUEL/SNOW	01/10/2024	02/14/2024	63.56	101-43125-212
02/13/2024	5626846	1	Invoice	FUEL/PW	01/10/2024	02/14/2024	65.13	101-43100-212
02/13/2024	5626895	1	Invoice	FUEL/PW	01/12/2024	02/14/2024	50.49	101-43100-212
02/13/2024	5656789	1	Invoice	FUEL/PW	01/08/2024	02/14/2024	47.58	101-43100-212
Total 160 LYONS OIL MINI MART:							878.04	
164 MACQUEEN EQUIPMENT INC.								
02/22/2024	W05893	1	Invoice	EMS CABINETS/LIGHTS FOR LADDER TRUC	02/05/2024	02/22/2024	4,830.82	101-42200-221
Total 164 MACQUEEN EQUIPMENT INC.:							4,830.82	
105998 METERING & TECHNOLOGY SOLUTION								
02/13/2024	INV4366	1	Invoice	RUBBER METER GASKET/WATER	02/06/2024	02/14/2024	177.26	601-49400-550
Total 105998 METERING & TECHNOLOGY SOLUTION:							177.26	
175 MICHAEL'S TIRE & AUTO								
02/15/2024	136901	1	Invoice	OIL CHANGE, WASHER FLUID/PD	01/17/2024	02/15/2024	66.95	101-42100-221
02/15/2024	137010	1	Invoice	211 OIL CHANGE, WASHER FLUID/PD	01/31/2024	02/15/2024	66.05	101-42100-221
Total 175 MICHAEL'S TIRE & AUTO:							133.00	
106719 MIDWEST TAPE								
02/22/2024	2000018848	1	Invoice	BOOKS/LIBRARY	01/31/2024	02/22/2024	500.29	211-45500-592
Total 106719 MIDWEST TAPE:							500.29	
104410 MN DEPARTMENT OF HEALTH								
02/22/2024	1ST QTR 20	1	Invoice	1ST QTR WATER CONNECT FEES	02/22/2024	02/22/2024	3,137.00	601-49400-310
Total 104410 MN DEPARTMENT OF HEALTH:							3,137.00	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
223 MN ENERGY RESOURCES CORP.								
02/15/2024	0503043614	1	Invoice	GAS UTILITY/SEWER	01/29/2024	02/15/2024	61.28	602-49450-383
02/15/2024	0503078391	1	Invoice	GAS UTILITY/FIRE HALL	01/29/2024	02/15/2024	980.05	101-42200-383
02/15/2024	0503494971	1	Invoice	GAS UTILITY/ICE RINK	01/31/2024	02/15/2024	196.35	225-45127-383
02/15/2024	0505377887	1	Invoice	GAS UTILITY/COUNCIL	01/29/2024	02/15/2024	229.73	101-41110-383
02/15/2024	0505377887	2	Invoice	GAS UTILITY/ADMIN	01/29/2024	02/15/2024	229.74	101-41500-383
02/15/2024	0505377887	3	Invoice	GAS UTILITY/PD	01/29/2024	02/15/2024	229.73	101-42100-383
02/15/2024	0506816622	1	Invoice	GAS UTILITY/SEWER	01/31/2024	02/15/2024	34.65	602-49450-383
02/15/2024	050691263 F	1	Invoice	GAS UTILITY/PUBLIC WORKS	01/30/2024	02/15/2024	1,030.45	101-43100-383
02/15/2024	0507609025	1	Invoice	GAS UTILITY/LIBRARY	01/29/2024	02/15/2024	550.41	211-45500-383
Total 223 MN ENERGY RESOURCES CORP.:							3,542.39	
106753 MyRec.Com								
03/07/2024	03217122S	1	Invoice	RECREATION SOFTWARE 2024/POOL	03/01/2024	03/07/2024	3,295.00	225-45128-309
Total 106753 MyRec.Com:							3,295.00	
106877 NICK'S SKID & STEER								
02/27/2024	1840	1	Invoice	HYD OIL, REPAIR TRACTION CTRL SENSOR/	11/07/2023	02/28/2024	339.93	101-43100-221
Total 106877 NICK'S SKID & STEER:							339.93	
201 OLMSTED COUNTY PUBLIC HEALTH SERVICES								
03/07/2024	747	1	Invoice	WATER FEES	02/09/2024	03/07/2024	270.00	601-49400-310
Total 201 OLMSTED COUNTY PUBLIC HEALTH SERVICES:							270.00	
106085 ON-SITE COMPUTERS, INC.								
02/28/2024	CW91022	1	Invoice	MICROSOFT 365 BUSINESS AGREEMENT/P	02/01/2024	02/28/2024	98.00	101-42100-309
02/28/2024	CW91194	1	Invoice	CLOUD BACKUP, HUNTRESS, ACRONIS/PD	02/01/2024	02/28/2024	207.70	101-42100-309
02/28/2024	CW91470	1	Invoice	REMOTE SUPPORT/POLICE	01/31/2024	02/28/2024	97.75	101-42100-310
Total 106085 ON-SITE COMPUTERS, INC.:							403.45	
106161 PEOPLE'S ENERGY COOPERATIVE								
02/15/2024	2643900 FE	1	Invoice	ELEC WELL #3	02/05/2024	02/15/2024	502.00	601-49400-381
02/15/2024	2647400 FE	1	Invoice	ELEC SKATING RINK	02/05/2024	02/15/2024	110.00	225-45127-381
02/15/2024	2658900 FE	1	Invoice	ELEC POOL	02/05/2024	02/15/2024	148.00	225-45128-381
02/15/2024	2706100 FE	1	Invoice	ELEC NE LIFT STATION	02/05/2024	02/15/2024	280.00	602-49450-381
02/15/2024	2709900 FE	1	Invoice	ELEC WEST BROADWAY	02/05/2024	02/15/2024	10.00	101-42500-381
02/15/2024	2714900 FE	1	Invoice	ELEC STREET LIGHTS	02/05/2024	02/15/2024	3,163.00	101-43100-381
02/15/2024	2738000 FE	1	Invoice	ELEC WELL #2	02/05/2024	02/15/2024	2,555.00	601-49400-381
02/15/2024	2739100 FE	1	Invoice	ELEC PW BUILDING	02/05/2024	02/15/2024	374.00	101-43100-381
02/15/2024	2747700 FE	1	Invoice	ELEC SW SIREN	02/05/2024	02/15/2024	73.00	101-42500-381
02/15/2024	2764400 FE	1	Invoice	ELEC NW LIFT STATION	02/05/2024	02/15/2024	503.00	602-49450-381
02/15/2024	2767800 FE	1	Invoice	ELEC CEMETERY FLAG LIGHT	02/05/2024	02/15/2024	62.00	235-49010-381
02/15/2024	2777600 FE	1	Invoice	ELEC LIBRARY	02/05/2024	02/15/2024	316.00	211-45500-381
02/15/2024	3036800 FE	1	Invoice	ELEC FIRE HALL	02/05/2024	02/15/2024	168.00	101-42200-381
02/15/2024	3038100 FE	1	Invoice	ELEC CITY HALL/COUNCIL	02/05/2024	02/15/2024	153.00	101-41110-381
02/15/2024	3038100 FE	2	Invoice	ELEC CITY HALL/ADMIN	02/05/2024	02/15/2024	153.00	101-41500-381
02/15/2024	3038100 FE	3	Invoice	ELEC CITY HALL/PD	02/05/2024	02/15/2024	153.00	101-42100-381
02/15/2024	3041300 FE	1	Invoice	ELEC WEDGEWOOD PARK	02/05/2024	02/15/2024	58.00	225-45200-381
02/15/2024	3042300 FE	1	Invoice	ELEC WATER TOWER	02/05/2024	02/15/2024	228.00	601-49400-381
02/15/2024	3043900 FE	1	Invoice	ELEC BIKE TRAIL	02/05/2024	02/15/2024	76.00	225-45200-381
02/15/2024	3274000 FE	1	Invoice	ELEC 6TH ST SW LIGHTS	02/05/2024	02/15/2024	104.84	101-43100-381
02/15/2024	3274100 FE	1	Invoice	ELEC 4TH ST SW LIGHTS	02/05/2024	02/15/2024	126.34	101-43100-381
02/15/2024	3274200 FE	1	Invoice	ELEC 2ND ST SW LIGHTS	02/05/2024	02/15/2024	98.93	101-43100-381

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
02/15/2024	3274300 FE	1	Invoice	ELEC 1ST ST SW LIGHTS	02/05/2024	02/15/2024	87.75	101-43100-381
02/15/2024	3333200 FE	1	Invoice	ELEC ECKSTEIN TENNIS COURT	02/05/2024	02/15/2024	65.00	225-45200-381
Total 106161 PEOPLE'S ENERGY COOPERATIVE:							9,567.86	
104928 PITNEY BOWES INC.								
02/27/2024	1024826813	1	Invoice	SEALER/POSTAGE MACHINE	02/16/2024	02/28/2024	58.08	101-41500-201
Total 104928 PITNEY BOWES INC.:							58.08	
105004 PK MEYER BUILDERS, INC.								
02/08/2024	FEB. 2024	1	Invoice	FEB. 2024 TIF PAYMENT	02/08/2024	02/08/2024	12,343.00	505-46500-439
Total 105004 PK MEYER BUILDERS, INC.:							12,343.00	
105272 PLAINVIEW LAWN & SNOW								
02/15/2024	9841	1	Invoice	OPEN & CLOSE/M. REMMERS	02/01/2024	02/15/2024	150.00	235-49010-401
02/15/2024	9842	1	Invoice	OPEN & CLOSE/I. JACOBS	02/05/2024	02/15/2024	670.00	235-49010-401
02/22/2024	9843	1	Invoice	OPEN & CLOSE/K. MUSSELL	02/09/2024	02/22/2024	335.00	235-49010-401
02/22/2024	9844	1	Invoice	OPEN & CLOSE/R. DURGIN	02/13/2024	02/22/2024	670.00	235-49010-401
Total 105272 PLAINVIEW LAWN & SNOW:							1,825.00	
238 PLAINVIEW PARTS HOUSE								
02/28/2024	721560	1	Invoice	TAPE/PD	01/05/2024	02/28/2024	10.69	101-42100-221
02/28/2024	722135	1	Invoice	WIPER BLADES/PD	01/13/2024	02/28/2024	44.98	101-42100-221
02/28/2024	722270	1	Invoice	WIPER BLADES/PD	01/16/2024	02/28/2024	43.98	101-42100-221
02/15/2024	723197	1	Invoice	BATTERY/PD	01/29/2024	02/15/2024	122.87	101-42100-221
Total 238 PLAINVIEW PARTS HOUSE:							222.52	
240 PLAINVIEW POSTMASTER								
03/04/2024	MARCH 202	1	Invoice	UTILITY BILLING	03/04/2024	03/04/2024	241.37	601-49400-322
03/04/2024	MARCH 202	2	Invoice	UTILITY BILLING	03/04/2024	03/04/2024	241.36	602-49450-322
Total 240 PLAINVIEW POSTMASTER:							482.73	
105152 PURCHASE POWER								
02/22/2024	0602-5906 2/	1	Invoice	POSTAGE REFILL	02/11/2024	02/22/2024	420.99	101-41500-322
Total 105152 PURCHASE POWER:							420.99	
741 QUILL CORPORATION								
02/27/2024	37089234	1	Invoice	PENS/ADMIN	02/07/2024	02/28/2024	22.99	101-41500-201
02/27/2024	37095702	1	Invoice	PAPER PLATES/ADMIN	02/07/2024	02/28/2024	22.59	101-41500-217
02/27/2024	37102731	1	Invoice	BINDER CLIPS, PENS, FILE FOLDERS, PAPE	02/07/2024	02/28/2024	132.27	101-41500-201
02/27/2024	37102731	2	Invoice	CUPS, NAPKINS, PLATES/ADMIN	02/07/2024	02/28/2024	72.95	101-41500-217
02/27/2024	37102731	3	Invoice	FILE FOLDERS/PW	02/07/2024	02/28/2024	29.99	101-43100-201
02/27/2024	37270418	1	Invoice	PLEDGE/ADMIN	02/16/2024	02/28/2024	20.07	101-41500-211
02/27/2024	37270418	2	Invoice	CUPS/ADMIN	02/16/2024	02/28/2024	22.59	101-41500-217
02/27/2024	37270418	3	Invoice	NOTEPADS, POST-IT NOTES/ADMIN	02/16/2024	02/28/2024	40.98	101-41500-201
03/07/2024	37301322	1	Invoice	FILE CABINET/ADMIN	02/20/2024	03/07/2024	1,268.06	101-41500-560
03/07/2024	37313911	1	Invoice	HANGING FOLDERS/ADMIN	02/20/2024	03/07/2024	70.66	101-41500-201
03/07/2024	37346775	1	Invoice	RECOGNITION PLAQUES E. JACOBS, G. LU	02/22/2024	03/07/2024	358.92	101-41500-437
Total 741 QUILL CORPORATION:							2,062.07	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
106981 ROCHESTER TITLE & ESCROW COMPANY								
02/15/2024	21694.04	1	Invoice	REFUND OVERPAYMENT OF FINAL BILL ACC	02/15/2024	02/15/2024	166.77	601-49400-229
Total 106981 ROCHESTER TITLE & ESCROW COMPANY:							166.77	
105890 RONCO ENGINEERING SALES								
02/22/2024	3348804	1	Invoice	SUPPLIES/PW	02/05/2024	02/22/2024	106.00	101-43100-217
Total 105890 RONCO ENGINEERING SALES:							106.00	
268 SELCO								
02/22/2024	52041	1	Invoice	ILS PACKAGE, PC SUPPORT/LIBRARY	02/05/2024	02/22/2024	431.69	211-45500-418
Total 268 SELCO:							431.69	
284 STREICHER'S								
02/15/2024	11676841	1	Invoice	UNIFORM/A. FERGUSON	01/17/2024	02/15/2024	82.00	101-42100-417
Total 284 STREICHER'S:							82.00	
716 THREE RIVERS COMMUNITY ACTION								
03/07/2024	FEBRUARY	1	Invoice	TRANSIT BUS FEES	02/29/2024	03/07/2024	1,005.00	101-41500-317
Total 716 THREE RIVERS COMMUNITY ACTION:							1,005.00	
106785 US INTERNET CORP.								
02/29/2024	4344557	1	Invoice	MONTHLY EMAIL SPAM FILTERING/ADMIN	02/29/2024	02/29/2024	31.50	101-41500-309
Total 106785 US INTERNET CORP.:							31.50	
105973 USA BLUEBOOK								
02/13/2024	00214725	1	Invoice	CPVC BUSHING, PVC VALVE, BACTERIOSTA	12/06/2023	02/14/2024	171.96	101-43100-217
Total 105973 USA BLUEBOOK:							171.96	
105461 VISA/TCM BANK N.A.								
02/14/2024	#0165 FEBR	1	Invoice	THE ATLANTIC-SUBSCRIPTION/LIBRARY	02/02/2024	02/14/2024	89.99	211-45500-592
02/14/2024	#0165 FEBR	2	Invoice	USPS-STAMPS/LIBRARY	02/02/2024	02/14/2024	66.00	211-45500-322
02/14/2024	#0165 FEBR	3	Invoice	AMAZON-BOOKS/LIBRARY	02/02/2024	02/14/2024	22.96	211-45500-592
02/14/2024	#0165 FEBR	4	Invoice	AMAZON-BOOKS/LIBRARY	02/02/2024	02/14/2024	52.43	211-45500-592
02/14/2024	#0165 FEBR	5	Invoice	AMAZON-BOOKS/LIBRARY	02/02/2024	02/14/2024	113.93	211-45500-592
02/14/2024	#0165 FEBR	6	Invoice	AMAZON-PAPER CLIPS/LIBRARY	02/02/2024	02/14/2024	9.99	211-45500-201
02/14/2024	#0165 FEBR	7	Invoice	OVERDRIVE-EBOOK/LIBRARY	02/02/2024	02/14/2024	8.95	211-45500-592
02/14/2024	#0165 FEBR	8	Invoice	AMAZON-BOOKS/LIBRARY	02/02/2024	02/14/2024	46.95	211-45500-592
02/14/2024	#0165 FEBR	9	Invoice	AMAZON-PAPER/LIBRARY	02/02/2024	02/14/2024	24.58	211-45500-201
02/14/2024	#0165 FEBR	10	Invoice	OVERDRIVE-BOOKS/LIBRARY	02/02/2024	02/14/2024	41.52	211-45500-592
02/14/2024	#0165 FEBR	11	Invoice	AMAZON-BOOKS/LIBRARY	02/02/2024	02/14/2024	33.98	211-45500-592
02/14/2024	#0165 FEBR	12	Invoice	AMAZON-WAX PAPER/LIBRARY	02/02/2024	02/14/2024	2.45	211-45500-201
02/14/2024	#0165 FEBR	13	Invoice	MOBILE BEACON-12 MONTH SERVICE FEE/L	02/02/2024	02/14/2024	744.00	211-45500-221
02/14/2024	#0165 FEBR	14	Invoice	AMAZON-LAMINATING POUCHES/LIBRARY	02/02/2024	02/14/2024	15.85	211-45500-201
02/13/2024	#6188 FEBR	1	Invoice	AMAZON-SCREWS/POOL	02/02/2024	02/14/2024	26.97	225-45128-221
02/12/2024	#6196 FEBR	1	Invoice	MENARDS-TWISK-LOK ROLLER, STEEL WO	02/02/2024	02/14/2024	38.71	101-43100-217
02/12/2024	#6196 FEBR	2	Invoice	MENARDS-LED LIGHT BULBS/LIBRARY	02/02/2024	02/14/2024	49.95	211-45500-223
02/12/2024	#6196 FEBR	3	Invoice	HOME DEPOT-CAP SCREWS/POOL	02/02/2024	02/14/2024	23.75	225-45128-221
02/12/2024	#6196 FEBR	4	Invoice	MENARDS-FOLDING SAWHORSE/PW	02/02/2024	02/14/2024	97.95	101-43100-217
02/12/2024	#6196 FEBR	5	Invoice	MENARDS-PLYWOOD,PILASTER & CLIPS,BR	02/02/2024	02/14/2024	167.28	211-45500-590
02/12/2024	#6196 FEBR	6	Invoice	TRUCKIN' AMERICA-SHOE WITH HARDWAR	02/02/2024	02/14/2024	130.00	101-43125-221
02/13/2024	#6725 FEBR	1	Invoice	MENARDS-HARDWARE FOR BOOKCASES/LI	02/02/2024	02/14/2024	50.03	211-45500-590

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
02/13/2024	#6725 FEBR	2	Invoice	MENARDS-ROUTERBITS/PW	02/02/2024	02/14/2024	28.98	101-43100-217
02/13/2024	#6840 FEBR	1	Invoice	DEPT OF LABOR-2023 4TH QTR BUILDING P	02/02/2024	02/14/2024	64.50	101-41500-316
02/13/2024	#6840 FEBR	2	Invoice	MAURICES-UNIFORM/C. KUJATH	02/02/2024	02/14/2024	123.14	101-41500-417
02/13/2024	#6840 FEBR	3	Invoice	ADOBE/C. KUJATH	02/02/2024	02/14/2024	21.46	101-41500-433
02/14/2024	#6998 FEBR	1	Invoice	MICROSOFT-ONLINE SERVICES/PD	02/02/2024	02/14/2024	17.71	101-42100-309
02/14/2024	#6998 FEBR	2	Invoice	HOSTGATOR.COM-WEEBLY/PD	02/02/2024	02/14/2024	8.99	101-42100-321
02/12/2024	#7111 FEBR	1	Invoice	USPS-POSTAGE/WATER	02/02/2024	02/14/2024	7.79	601-49400-322
02/13/2024	#7228 FEBR	1	Invoice	AMAZON-GLADE PLUG-INS/ADMIN	02/02/2024	02/14/2024	9.74	101-41500-217
02/13/2024	#7228 FEBR	2	Invoice	AMAZON-GLADE PLUG-INS/ADMIN	02/02/2024	02/14/2024	81.24	101-41500-217
02/13/2024	#7228 FEBR	3	Invoice	AMAZON-INK/FIRE DEPT	02/02/2024	02/14/2024	109.99	101-42200-201
02/13/2024	#7228 FEBR	4	Invoice	MN DEPT PUBLIC SAFETY-TITLE FEES 2023	02/02/2024	02/14/2024	27.58	101-42100-437
02/14/2024	#7798 FEBR	1	Invoice	AMAZON-TOOLS/PD	02/02/2024	02/14/2024	17.37	101-42100-228
02/14/2024	#7798 FEBR	2	Invoice	APPLE.COM/PD	02/02/2024	02/14/2024	.99	101-42100-321
02/14/2024	#7798 FEBR	3	Invoice	HSGI-UNIFORM L. SZYMANSKI/PD	02/02/2024	02/14/2024	74.24	101-42100-417
02/14/2024	#7798 FEBR	4	Invoice	5.11 INC-UNIFORM A. FERGUSON/PD	02/02/2024	02/14/2024	99.95	101-42100-417
02/14/2024	#7798 FEBR	5	Invoice	ARROWHEAD FORENSICS-EVIDENCE BAGS	02/02/2024	02/14/2024	239.69	101-42100-228
02/14/2024	#7798 FEBR	6	Invoice	USPS-POSTAGE/PD	02/02/2024	02/14/2024	9.34	101-42100-322
02/14/2024	#7798 FEBR	7	Invoice	DANA SAFETY SUPPLY-ITEMS FOR DURANG	02/02/2024	02/14/2024	2,308.52	101-42100-590
02/14/2024	#7798 FEBR	8	Invoice	FENIEX INDUSTRIES-ITEMS FOR DODGE D	02/02/2024	02/14/2024	2,535.00	101-42100-590
02/14/2024	#7798 FEBR	9	Invoice	EOTECH-UNIFORM L. SZYMANSKI/PD	02/02/2024	02/14/2024	546.81	101-42100-417
02/14/2024	#7798 FEBR	10	Invoice	BLADETECH-BELT ATTACHMENT L.SZYMANSKI	02/02/2024	02/14/2024	16.32	101-42100-417
02/14/2024	#7798 FEBR	11	Invoice	BCA TRAINING-L. SZYMANSKI/PD	02/02/2024	02/14/2024	375.00	101-42100-331
02/14/2024	#7798 FEBR	12	Invoice	3D MATS-RETURN FLOOR LINER/PD	02/02/2024	02/14/2024	119.74	101-42100-217
02/14/2024	#7798 FEBR	13	Invoice	ARBY'S-MEAL WHEN PICKING UP SQUAD/P	02/02/2024	02/14/2024	19.82	101-42100-437
02/14/2024	#7798 FEBR	14	Invoice	VISTAPRINT-BUSINESS CARDS & HOLDER,	02/02/2024	02/14/2024	85.55	101-42100-201
02/14/2024	#7798 FEBR	15	Invoice	KOHL'S-UNIFORM A. MCGRAW/PD	02/02/2024	02/14/2024	214.98	101-42100-417
02/14/2024	#7798 FEBR	16	Invoice	US FLEET TRACKING-MONTHLY SERVICE/P	02/02/2024	02/14/2024	59.90	101-42100-309
02/14/2024	#7798 FEBR	17	Invoice	SLICE/KIMS SALOON & GRILL-PIZZA FOR TR	02/02/2024	02/14/2024	84.73	101-42100-331
Total 105461 VISA/TCM BANK N.A.:							8,927.81	
307 WABASHA COUNTY AUDITOR/TREAS.								
02/15/2024	FEBRUARY	1	Invoice	LEGAL SERVICES CONTRACT	02/08/2024	02/15/2024	1,800.00	101-42100-304
Total 307 WABASHA COUNTY AUDITOR/TREAS.:							1,800.00	
106269 WATER SYSTEMS COMPANY								
03/06/2024	669266	1	Invoice	WATER/CITY HALL	02/15/2024	03/07/2024	56.40	101-41500-401
03/06/2024	672868	1	Invoice	WATER/CITY HALL	02/22/2024	03/07/2024	37.60	101-41500-401
Total 106269 WATER SYSTEMS COMPANY:							94.00	
105600 WEX BANK								
02/15/2024	94984941	1	Invoice	FUEL/POLICE DEPT.	01/31/2024	02/15/2024	1,612.83	101-42100-212
Total 105600 WEX BANK:							1,612.83	
324 ZARNOTH BRUSH WORKS INC.								
02/27/2024	0196890	1	Invoice	DRAIN PLUG/PW	02/05/2024	02/28/2024	42.20	101-43100-221
Total 324 ZARNOTH BRUSH WORKS INC.:							42.20	
Grand Totals:							259,629.98	

GL Period	Amount
12/23	2,962.50
03/24	14,069.12
01/24	21,750.00
02/24	220,848.36
Grand Totals:	259,629.98

Vendor number hash: 10842569
Vendor number hash - split: 18773022
Total number of invoices: 190
Total number of transactions: 276

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	259,629.98	.00	259,629.98
Grand Totals:	259,629.98	.00	259,629.98

Report Criteria:
[Report].GL Account = {<>} "10121709"

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM: Permits/Licenses/Donations	AGENDA SECTION: Consent
PREPARED BY: Carol Kujath, City Clerk	AGENDA NO. 5.C.
ATTACHMENTS: None	APPROVED BY: dt
RECOMMENDED ACTION: 1. Motion to approve the renewal of Off-Sale, 3.2% Liquor License to Kwik Trip, Inc. for the period April 7, 2024 to April 6, 2025. 2. Motion to approve the renewal of Off-Sale, 3.2% Liquor License to Lyons Oil Company for the period April 7, 2024 to April 6, 2025. 3. Motion to approve the extension request for Permit PL23-80 for Kayla Arens. 4. Motion to approve the Gambling Permit Application for the Plainview Lions Club.	

SUMMARY

1. Kwik Trip, Inc has submitted the required application, proof of insurance, and paid the appropriate license fees to the City of Plainview for their 3.2% Liquor License.
2. Lyons Oil Company has submitted the required application, proof of insurance, and paid the appropriate license fees to the City of Plainview for their 3.2% Liquor License.
3. The City received a request from Kayla Arens to extend her building permit that was issued on April 6, 2023. The extension request is due to cost of materials.
4. The Plainview Lions Club has submitted a gambling permit application, with a Certificate of Good Standing from the MN Secretary of State Office to the City of Plainview. The date of activity is April 13, 2024.

BUILDING PERMIT REPORT

March 2024

Permit Number & Applicant

24819015 Priority Construction Services (Holly Reeve)	410 6 th St NW – Reroof and Reside	Value: \$35,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24819016 K&S Heating/AC (Leander Lingl)	210 1 st St NW – Furnace/AC	Value: \$4,930.00 Total Fee: \$35.00 Permit Fee: \$34.00 State Surcharge: \$1.00
24819017 Haley Comfort Systems (Cindy Watson)	624 6 th Ave NW – Water Heater	Value: \$1,500.00 Total Fee: \$35.00 Permit Fee: \$34.00 State Surcharge: \$1.00
24819018 All Craft Exteriors (Damon Devlin)	425 7 th St SW – Reroof	Value: \$24,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24819019 Shelly Sawyer	515 4 th St SW – Reside	Value: \$14,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24819020 Priority Construction Services (Margarita Martinez)	340 2 nd St NE – Reroof	Value: \$9,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24819021 Pat Schmidt	415 2 nd Ave NE – Reroof	Value: \$10,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24819022 Priority Construction Services (Nick Pitzer)	140 7 th St SW – Reside	Value: \$20,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24819023 Rory's Home Improvement (Martin Hoffman)	115 1 st Ave NW – Reroof/Reside	Value: \$35,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM:	Dept. Head Reports & Board Minutes	AGENDA SECTION:	Consent
PREPARED BY:	David Todd, City Administrator	AGENDA NO.	5.D.
ATTACHMENTS:	Department Head Reports	APPROVED BY:	dt
RECOMMENDED ACTION: Motion to accept Department reports.			

MONTHLY REPORT OF FINANCE DIRECTOR
February, 2024

Routine Work/General Items

- Processed bi-weekly payroll and all duties related to payroll, benefits and personnel administration.
- Liability & Work Comp and Unemployment Insurance Claims
- Provide financial information and assistance as needed to department
- Provide software support for financial/utility billing/xpress bill pay systems
- Work with DataSmart – IT/Network Issues
- Journal Entries to record payments, receipts, adjustments
- Code invoices for payment
- Dept. Budget Reports
- Investments Redeemed/Purchased
- Assist in front office as needed
- Monthly Financial Processes-Bank recs, account reconciliations/fund cash balances, cash allocations
- Assist City Administrator
- Finance Issues/Current Development Projects

Activities

- Utility Billing-New & Terminated Services, Customer Inquiries, Monthly Billing Process, Delinquent Accounts, Meter Changes & Issues
- Help with EDA transition to CEDA.
- 2023 year-end process/audit preparation.
- Feb. 2024 TIF payments
- Work with City Attorney to amend Cabin Coffee's commercial loans
- Update Entity Registration in SAM.gov

Projects

- Continued water meter changeout program started in March, 2021—coordinating with Public Works. Project will continue over multiple years. We will be running two software systems for meter reading and billing until the entire city is converted to the new meters. By the end of February 2024, 575 new meters have been installed.
- Future projects:
 - File/Organize Financial/Personnel Records
 - Review utility billing, disconnect and write-off procedures/policies/clean-up utility billing A/R

Reports

- Monthly Department of Labor Report
- Monthly Sales Tax Report
- 2024 Fire State Aid Certification - MN Dept of Rev
- 2024 Police State Aid Certification - MN Dept of Rev

Training/Meetings

- Dept. head meetings/Council meetings/special meetings
- Meet with City Administrator on current issues
- Meetings with council members and staff regarding current issues
- Meet with Cabin Coffee regarding commercial loan

Other Items of Interest

Submitted by Vicki Axley, Finance Director

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
Council					
101-41110-103	Part-Time Employees	13,300.00	13,300.00	.00	13,300.00
101-41110-121	PERA	165.00	165.00	.00	165.00
101-41110-122	FICA	812.85	813.00	.00	813.00
101-41110-151	Worker s Comp Insurance Prem	73.71	78.00	59.45	18.55
101-41110-201	Office Supplies(paper-pens-et)	.00	100.00	.00	100.00
101-41110-310	Other Professional Services	66.00	200.00	.00	200.00
101-41110-331	Meetings-Conferences (mtgs/mi)	1,379.52	1,500.00	.00	1,500.00
101-41110-343	Advertising	480.00	100.00	.00	100.00
101-41110-362	Property - Casualty Ins (Auto)	6,727.05	7,063.00	6,718.08	344.92
101-41110-381	Electric Utilities	1,792.98	1,800.00	153.00	1,647.00
101-41110-383	Gas Utilities	930.91	1,100.00	229.73	870.27
101-41110-401	Contractual Services	7,200.00	7,200.00	1,200.00	6,000.00
101-41110-433	Dues and Subscriptions	10,996.00	11,000.00	.00	11,000.00
101-41110-437	Miscellaneous	296.82	500.00	.00	500.00
101-41110-440	City Cleanup	6,022.83	7,500.00	.00	7,500.00
Total Council:		50,243.67	52,419.00	8,360.26	44,058.74
Elections					
101-41410-103	Part-Time Employees	.00	9,000.00	.00	9,000.00
101-41410-331	Meetings-Conferences (mtgs/mi)	.00	850.00	43.36	806.64
101-41410-437	Miscellaneous	960.00	3,500.00	.00	3,500.00
Total Elections:		960.00	13,350.00	43.36	13,306.64
Administration					
101-41500-101	Full-Time Employees Regular	324,983.71	318,102.00	48,269.62	269,832.38
101-41500-102	Full-Time Employees Overtime	14,868.28	17,500.00	2,583.67	14,916.33
101-41500-120	CENTRAL PENSION FUND	2,995.20	3,000.00	460.80	2,539.20
101-41500-121	PERA	24,953.84	24,795.00	3,806.50	20,988.50
101-41500-122	FICA	25,776.71	25,674.00	3,859.09	21,814.91
101-41500-131	Employer Paid Health	78,220.64	74,361.00	18,372.70	55,988.30
101-41500-151	Worker s Comp Insurance Prem	2,707.10	2,843.00	2,166.71	676.29
101-41500-201	Office Supplies	3,376.88	4,500.00	823.50	3,676.50
101-41500-211	Operating Supplies - Cleaning	309.03	1,000.00	34.86	965.14
101-41500-217	Other Operating Supplies	1,195.48	1,300.00	209.11	1,090.89
101-41500-221	Repair/Maint - Equipment	.00	200.00	.00	200.00
101-41500-223	Repair/Maintain - Building	2,171.25	2,500.00	236.89	2,263.11
101-41500-227	Repair/Maintain - Amb Building	468.51	2,000.00	199.78	1,800.22
101-41500-301	Auditing and Acct g Services	30,800.00	32,000.00	.00	32,000.00
101-41500-303	Engineering Fees	28,804.00	40,000.00	4,770.00	35,230.00
101-41500-304	Legal Fees	16,833.65	25,000.00	1,218.75	23,781.25
101-41500-309	Software and Design	21,737.46	23,000.00	11,687.73	11,312.27
101-41500-310	Other Professional Services	28,926.78	30,000.00	3,419.81	26,580.19
101-41500-312	CITY WEBSITE	13,350.00	6,350.00	.00	6,350.00
101-41500-316	Building Inspections	37,074.00	30,000.00	1,706.38	28,293.62
101-41500-317	Dial A Ride Bus	9,630.25	6,000.00	1,182.50	4,817.50
101-41500-321	Communications	5,893.18	6,450.00	956.56	5,493.44
101-41500-322	Postage	2,577.30	2,700.00	420.99	2,279.01
101-41500-331	Meetings-Conferences (mtgs/mi)	3,147.05	5,000.00	17.16	4,982.84
101-41500-343	Advertising	3,238.57	3,500.00	91.86	3,408.14
101-41500-362	Property - Casualty Ins (Auto)	4,876.28	5,120.00	4,869.97	250.03
101-41500-381	Electric Utilities	1,793.03	2,000.00	153.00	1,847.00
101-41500-383	Gas Utilities	930.91	1,200.00	229.74	970.26
101-41500-401	Contractual Services	16,146.77	13,500.00	2,971.60	10,528.40

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
101-41500-417	Uniforms	1,628.64	1,872.00	193.62	1,678.38
101-41500-433	Dues and Subscriptions	2,735.03	2,100.00	21.46	2,078.54
101-41500-434	Sales Tax Paid	11.00	20.00	.00	20.00
101-41500-437	Miscellaneous	823.16	500.00	.00	500.00
101-41500-442	Bank Service Charges	3,177.80	3,500.00	248.80	3,251.20
101-41500-443	Credit Card Merchant Fees	2,892.56	3,500.00	280.40	3,219.60
101-41500-444	XPRESS Bill Pay Fees	5,742.38	5,600.00	460.49	5,139.51
101-41500-570	Office Equipment & Furnishings	1,299.48	1,000.00	.00	1,000.00
101-41500-580	Computers & Technology	11,037.09	3,000.00	3,164.41	164.41-
Total Administration:		737,133.00	730,687.00	119,088.46	611,598.54
Police					
101-42100-101	Full-Time Employees Regular	633,966.30	685,841.00	99,647.82	586,193.18
101-42100-102	Full-Time Employees Overtime	38,755.09	37,500.00	10,192.08	27,307.92
101-42100-103	Part-Time Employees	7,186.41	8,500.00	213.12	8,286.88
101-42100-120	CENTRAL PENSION FUND	998.40	1,000.00	153.60	846.40
101-42100-121	PERA	107,761.59	120,518.00	18,462.36	102,055.64
101-42100-122	FICA	13,602.52	15,533.00	2,169.13	13,363.87
101-42100-131	Employer Paid Health	172,242.10	184,107.00	44,766.78	139,340.22
101-42100-151	Worker s Comp Insurance Prem	33,585.61	35,265.00	26,876.23	8,388.77
101-42100-201	Office Supplies(paper-pens-et)	2,247.39	3,000.00	85.55	2,914.45
101-42100-212	Motor Fuels-Gas	19,391.74	20,000.00	1,612.83	18,387.17
101-42100-217	Other Operating Supplies	576.61	500.00	119.74-	619.74
101-42100-221	Repair/Maint - Equipment	11,905.74	16,000.00	620.15	15,379.85
101-42100-228	Repair/Maintain Other	2,363.60	3,000.00	1,443.40	1,556.60
101-42100-240	Repair/Maint Taser Program	6,279.99	6,500.00	.00	6,500.00
101-42100-304	Legal Fees	21,600.00	21,600.00	3,600.00	18,000.00
101-42100-305	Employee Wellness Program	.00	10,000.00	.00	10,000.00
101-42100-309	Software and Design	11,566.38	12,000.00	2,164.49	9,835.51
101-42100-310	Other Professional Services	13,294.30	8,000.00	1,408.39	6,591.61
101-42100-318	Animal Control	.00	500.00	.00	500.00
101-42100-319	Forfeitures	.00	1,200.00	.00	1,200.00
101-42100-321	Communications	15,593.83	15,000.00	1,521.46	13,478.54
101-42100-322	Postage	186.00	500.00	9.34	490.66
101-42100-331	Meetings-Conferences (mtgs/mi)	7,092.96	9,000.00	459.73	8,540.27
101-42100-343	Advertising	.00	500.00	.00	500.00
101-42100-362	Property - Casualty Ins (Auto)	5,409.07	5,680.00	5,402.62	277.38
101-42100-381	Electric Utilities	1,792.99	2,000.00	153.00	1,847.00
101-42100-383	Gas Utilities	930.88	1,300.00	229.73	1,070.27
101-42100-406	Safety	.00	1,200.00	.00	1,200.00
101-42100-417	Uniforms	18,168.31	12,000.00	1,099.49	10,900.51
101-42100-418	Range/Ammo	9,096.09	10,000.00	.00	10,000.00
101-42100-433	Dues and Subscriptions	2,597.32	3,500.00	.00	3,500.00
101-42100-436	Towing Charges	.00	200.00	.00	200.00
101-42100-437	Miscellaneous	2,116.74	3,000.00	47.40	2,952.60
101-42100-438	Police - DARE Prog	1,089.58	2,500.00	.00	2,500.00
101-42100-446	NSF Checks	43.53	500.00	.00	500.00
101-42100-560	Furniture & Fixtures	.00	1,000.00	.00	1,000.00
101-42100-590	Capital Outlay	45,354.67	7,000.00	90,691.53	83,691.53-
Total Police:		1,206,795.74	1,265,444.00	312,910.49	952,533.51
City Fire					
101-42200-103	Part-Time Employees	31,388.04	25,000.00	100.00	24,900.00
101-42200-122	FICA	2,401.19	1,913.00	7.65	1,905.35

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
101-42200-151	Worker s Comp Insurance Prem	3,109.44	3,265.00	2,488.33	776.67
101-42200-201	Office Supplies(paper-pens-et)	109.99	200.00	109.99	90.01
101-42200-207	Fire Prevention Instruct Supps	808.50	2,000.00	.00	2,000.00
101-42200-211	Operating Supplies - Cleaning	.00	100.00	.00	100.00
101-42200-212	Motor Fuels-Gas	1,152.54	1,500.00	.00	1,500.00
101-42200-217	Other Operating Supplies	710.46	1,500.00	.00	1,500.00
101-42200-221	Repair/Maint - Equipment	76,174.95	30,000.00	4,851.07	25,148.93
101-42200-223	Repair/Maintain - Building	1,614.36	10,000.00	11.67	9,988.33
101-42200-226	Foam	2,449.12	2,500.00	.00	2,500.00
101-42200-228	Repair/Maintain - Other	.00	1,000.00	.00	1,000.00
101-42200-309	Software and Design	71.39	100.00	.00	100.00
101-42200-310	Other Professional Services	1,073.75	1,000.00	288.56	711.44
101-42200-321	Communications	4,630.80	3,200.00	678.41	2,521.59
101-42200-322	Postage	.00	50.00	.00	50.00
101-42200-331	Meetings-Conferences (mtgs/mi)	8,963.77	2,000.00	.00	2,000.00
101-42200-343	Advertising	127.89	200.00	.00	200.00
101-42200-362	Property - Casualty Ins (Auto)	5,934.86	6,232.00	5,927.67	304.33
101-42200-381	Electric Utilities	2,034.00	2,000.00	168.00	1,832.00
101-42200-383	Gas Utilities	5,165.75	8,000.00	980.05	7,019.95
101-42200-384	Garbage Service	657.12	700.00	54.76	645.24
101-42200-417	Uniforms/Fire Equip	22,419.30	20,000.00	.00	20,000.00
101-42200-433	Dues and Subscriptions	1,100.00	1,000.00	.00	1,000.00
101-42200-437	Miscellaneous	.00	100.00	.00	100.00
101-42200-602	Other LT Obligation Principal	.00	43,030.00	.00	43,030.00
101-42200-612	Other Long-Term Obligation Int	20,500.00	19,656.00	.00	19,656.00
Total City Fire:		192,597.22	186,246.00	15,666.16	170,579.84
Emergency Management					
101-42500-103	Part-Time Employees	1,226.71	1,276.00	.00	1,276.00
101-42500-122	FICA	93.85	98.00	.00	98.00
101-42500-221	Repair/Maint - Equipment	1,675.80	4,000.00	.00	4,000.00
101-42500-310	Other Professional Services	892.00	900.00	1,112.00	212.00-
101-42500-381	Electric Utilities	988.00	1,000.00	83.00	917.00
Total Emergency Management:		4,876.36	7,274.00	1,195.00	6,079.00
Public Works (GENERAL)					
101-43100-101	Full-Time Employees Regular	124,017.04	127,458.00	20,233.65	107,224.35
101-43100-102	Full-Time Employees Overtime	1,439.11	2,940.00	71.24	2,868.76
101-43100-120	CENTRAL PENSION FUND	838.72	840.00	129.04	710.96
101-43100-121	PERA	9,234.06	9,780.00	1,515.94	8,264.06
101-43100-122	FICA	9,554.87	9,975.00	1,546.22	8,428.78
101-43100-131	Employer Paid Health	31,185.26	33,217.00	7,987.58	25,229.42
101-43100-151	Worker s Comp Insurance Prem	18,415.92	19,337.00	14,737.15	4,599.85
101-43100-201	Office Supplies(paper-pens-et)	320.22	250.00	29.99	220.01
101-43100-211	Operating Supplies - Cleaning	35.96	200.00	.00	200.00
101-43100-212	Motor Fuels-Gas	10,934.78	8,000.00	412.07	7,587.93
101-43100-217	Other Operating Supplies	11,626.76	14,000.00	2,543.07	11,456.93
101-43100-221	Repair/Maint - Equipment	23,765.58	25,000.00	5,897.29	19,102.71
101-43100-222	Tree trimming	6,165.00	18,500.00	.00	18,500.00
101-43100-223	Repair/Maintain - Building	4,063.16	7,500.00	.00	7,500.00
101-43100-224	Repair/Maintain - Streets	26,105.71	100,000.00	.00	100,000.00
101-43100-225	Repair/Maint - Detention Ponds	.00	20,000.00	.00	20,000.00
101-43100-226	Sidewalk Repairs	58,003.00	55,000.00	.00	55,000.00
101-43100-303	Engineering Fees	13,548.50	15,000.00	.00	15,000.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
101-43100-310	Other Professional Services	19,980.67	30,000.00	451.29	29,548.71
101-43100-321	Communications	3,688.76	4,000.00	634.34	3,365.66
101-43100-331	Meetings-Conferences (mtgs/mi)	41.47	300.00	.00	300.00
101-43100-343	Advertising	.00	300.00	.00	300.00
101-43100-362	Property - Casualty Ins (Auto)	15,027.13	15,775.00	15,004.64	770.36
101-43100-381	Electric Utilities	46,228.71	43,000.00	3,954.86	39,045.14
101-43100-383	Gas Utilities	4,240.08	6,300.00	1,030.45	5,269.55
101-43100-384	Garbage Service	1,473.48	1,650.00	122.79	1,527.21
101-43100-401	Contractual Services	.00	850.00	.00	850.00
101-43100-406	Safety	928.69	1,000.00	.00	1,000.00
101-43100-417	Uniforms	996.92	1,248.00	.00	1,248.00
101-43100-418	Rentals	.00	1,000.00	.00	1,000.00
101-43100-437	Miscellaneous	.00	200.00	.00	200.00
101-43100-590	Capital Outlay	84,646.86	255,000.00	.00	255,000.00
Total Public Works (GENERAL):		526,506.42	827,620.00	76,301.61	751,318.39
Ice & Snow Removal					
101-43125-101	Full-Time Employees Regular	23,622.18	24,278.00	3,854.00	20,424.00
101-43125-102	Full-Time Employees Overtime	274.11	560.00	13.57	546.43
101-43125-120	CENTRAL PENSION FUND	159.68	160.00	24.56	135.44
101-43125-121	PERA	1,758.78	1,863.00	288.74	1,574.26
101-43125-122	FICA	1,820.06	1,900.00	294.56	1,605.44
101-43125-131	Employer Paid Health	5,778.24	6,092.00	1,493.76	4,598.24
101-43125-212	Motor Fuels-Gas	6,013.00	8,000.00	1,569.40	6,430.60
101-43125-217	Other Operating Supplies	11,735.37	15,000.00	6,471.45	8,528.55
101-43125-221	Repair/Maint - Equipment	7,897.00	7,500.00	316.52	7,183.48
101-43125-310	Other Professional Services	21,817.50	36,750.00	3,850.00	32,900.00
101-43125-343	Advertising	198.00	100.00	.00	100.00
101-43125-437	Miscellaneous	500.00	.00	.00	.00
Total Ice & Snow Removal:		81,573.92	102,203.00	18,176.56	84,026.44
Economic Development					
101-46500-101	Full-Time Employees Regular	31,708.37	.00	.00	.00
101-46500-102	Full-Time Employees Overtime	657.84	.00	.00	.00
101-46500-121	PERA	2,394.72	.00	.00	.00
101-46500-122	FICA	2,476.05	.00	.00	.00
101-46500-131	Employer Paid Health	9,767.89	.00	.00	.00
101-46500-201	Office Supplies	36.48	.00	.00	.00
101-46500-304	Legal Fees	3,325.00	.00	.00	.00
101-46500-331	Meetings-Conferences (mtgs/mi)	446.67	.00	.00	.00
101-46500-401	Contractual Services	.00	66,030.00	.00	66,030.00
101-46500-433	Dues and Subscriptions	.00	.00	3,500.00	3,500.00-
Total Economic Development:		50,813.02	66,030.00	3,500.00	62,530.00
Other Financing Uses/Contrib					
101-49300-422	Corn on the Cob Activities	3,000.00	3,000.00	.00	3,000.00
101-49300-423	Ye Old Fashioned Christmas	.00	1,000.00	.00	1,000.00
101-49300-424	Sesquicentennial/Garden Club	300.00	300.00	.00	300.00
101-49300-425	Plainview Community Center	27,500.00	12,500.00	.00	12,500.00
101-49300-426	Blue Bell Festival	1,000.00	1,000.00	.00	1,000.00
Total Other Financing Uses/Contrib:		31,800.00	17,800.00	.00	17,800.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
Libraries (GENERAL)					
211-45500-101	Full-Time Employees Regular	135,512.05	140,920.00	21,680.02	119,239.98
211-45500-103	Part-Time Employees	21,589.23	28,894.00	3,584.04	25,309.96
211-45500-121	PERA	11,645.29	12,555.00	1,867.93	10,687.07
211-45500-122	FICA	11,931.16	12,991.00	1,911.69	11,079.31
211-45500-131	Employer Paid Health	39,160.78	41,263.00	10,080.86	31,182.14
211-45500-151	Worker s Comp Insurance Prem	679.43	713.00	543.39	169.61
211-45500-201	Office Supplies(paper-pens-et)	2,554.59	3,000.00	139.74	2,860.26
211-45500-217	Other Operating Supplies	402.56	.00	.00	.00
211-45500-221	Repair/Maint - Equipment	2,844.84	4,500.00	744.00	3,756.00
211-45500-223	Repair/Maintain - Building	3,246.49	2,000.00	1,634.95	365.05
211-45500-310	Other Professional Services	.00	100.00	45.00	55.00
211-45500-321	Communications	680.07	700.00	113.52	586.48
211-45500-322	Postage	.00	200.00	66.00	134.00
211-45500-331	Meetings-Conferences (mtgs/mi)	390.24	500.00	.00	500.00
211-45500-362	Property - Casualty Ins (Auto)	4,760.12	5,500.00	5,231.41	268.59
211-45500-381	Electric Utilities	3,980.00	5,000.00	316.00	4,684.00
211-45500-383	Gas Utilities	2,184.25	3,000.00	550.41	2,449.59
211-45500-401	Contractual Services	9,742.85	11,015.00	1,646.52	9,368.48
211-45500-418	Rentals	8,774.43	7,780.00	863.38	6,916.62
211-45500-434	Sales Tax Paid	243.00	250.00	64.00	186.00
211-45500-437	Miscellaneous	250.00	500.00	.00	500.00
211-45500-590	Capital Outlay	4,268.02	.00	1,640.08	1,640.08-
211-45500-592	Books/Periodicals	33,663.68	35,000.00	5,006.78	29,993.22
Total Libraries (GENERAL):		298,503.08	316,381.00	57,729.72	258,651.28
Libraries (GENERAL)					
215-45500-700	Tansfers Out	4,351.47	.00	.00	.00
Total Libraries (GENERAL):		4,351.47	.00	.00	.00
ICE RINK					
225-45127-212	Motor Fuels-Gas	62.79	500.00	.00	500.00
225-45127-217	Other Operating Supplies	1,139.96	1,500.00	.00	1,500.00
225-45127-221	Repair/Maint - Equipment	.00	500.00	.00	500.00
225-45127-223	Repair/Maintain - Building	998.29	1,000.00	.00	1,000.00
225-45127-381	Electric Utilities	1,276.00	1,300.00	110.00	1,190.00
225-45127-383	Gas Utilities	951.94	1,300.00	196.35	1,103.65
Total ICE RINK:		4,428.98	6,100.00	306.35	5,793.65
POOL					
225-45128-103	Part-Time Employees	95,712.76	96,000.00	642.86	95,357.14
225-45128-121	PERA	632.78	675.00	48.22	626.78
225-45128-122	FICA	7,322.34	7,497.00	49.18	7,447.82
225-45128-142	Unemployment Benefit Payments	.00	7,152.00	.00	7,152.00
225-45128-151	Worker s Comp Insurance Prem	3,637.89	3,800.00	2,896.06	903.94
225-45128-211	Operating Supplies - Cleaning	6.60	100.00	.00	100.00
225-45128-217	Other Operating Supplies	7,323.49	8,000.00	307.48	7,692.52
225-45128-221	Repair/Maint - Equipment	4,008.79	5,000.00	1,553.22	3,446.78
225-45128-223	Repair/Maintain - Building	1,235.47	5,000.00	.00	5,000.00
225-45128-228	Repair/Maintain - Other	.00	1,000.00	.00	1,000.00
225-45128-259	Merchandise For Resale - Other	8,138.37	7,500.00	.00	7,500.00
225-45128-309	SOFTWARE & DESIGN	3,295.00	3,450.00	.00	3,450.00
225-45128-310	Other Professional Services	3,248.50	3,000.00	.00	3,000.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
225-45128-321	Communications	577.62	800.00	66.82	733.18
225-45128-322	Postage	61.45	75.00	.00	75.00
225-45128-331	Meetings-Conferences (mtgs/mi)	4,367.00	4,000.00	.00	4,000.00
225-45128-343	Advertising	144.00	300.00	.00	300.00
225-45128-362	Property - Casualty Ins (Auto)	12,983.34	13,632.00	12,966.29	665.71
225-45128-381	Electric Utilities	7,933.00	7,500.00	148.00	7,352.00
225-45128-383	Gas Utilities	7,533.99	5,400.00	.00	5,400.00
225-45128-417	UNIFORMS	2,575.63	3,000.00	.00	3,000.00
225-45128-433	Dues and Subscriptions	670.00	1,000.00	.00	1,000.00
225-45128-434	Sales Tax Paid	3,996.00	4,000.00	.00	4,000.00
225-45128-437	Miscellaneous	.00	300.00	.00	300.00
225-45128-443	Credit Card Merchant Fees	1,390.52	2,000.00	10.95	1,989.05
Total POOL:		176,794.54	190,181.00	18,689.08	171,491.92

PARKS

225-45200-101	Full-Time Employees Regular	61,582.00	64,126.00	10,131.60	53,994.40
225-45200-102	Full-Time Employees Overtime	4,942.68	5,500.00	1,454.20	4,045.80
225-45200-103	Part-Time Employees	15,742.50	16,000.00	.00	16,000.00
225-45200-120	CENTRAL PENSION FUND	998.40	1,000.00	153.60	846.40
225-45200-121	PERA	4,934.79	6,541.00	865.19	5,675.81
225-45200-122	FICA	6,270.56	6,285.00	882.49	5,402.51
225-45200-131	Employer Paid Health	17,357.82	18,314.00	4,440.30	13,873.70
225-45200-151	Worker s Comp Insurance Prem	2,669.80	2,803.00	2,136.23	666.77
225-45200-212	Motor Fuels-Gas	3,454.59	4,500.00	.00	4,500.00
225-45200-217	Other Operating Supplies	3,437.36	4,000.00	552.81	3,447.19
225-45200-221	Repair/Maint - Equipment	6,548.94	6,000.00	4,562.85	1,437.15
225-45200-223	Repair/Maintain - Building	2,644.46	10,000.00	.00	10,000.00
225-45200-228	Repair/Maintain - Other	.00	200.00	.00	200.00
225-45200-229	Refunds	.00	100.00	.00	100.00
225-45200-310	Other Professional Services	1,280.73	2,000.00	85.00	1,915.00
225-45200-331	Meetings-Conferences (mtgs/mi)	.00	100.00	.00	100.00
225-45200-343	Advertising	198.00	250.00	.00	250.00
225-45200-362	Property - Casualty Ins (Auto)	17,310.24	18,175.00	17,287.44	887.56
225-45200-381	Electric Utilities	10,512.00	6,500.00	199.00	6,301.00
225-45200-384	Garbage Service	1,565.46	1,900.00	145.08	1,754.92
225-45200-417	Uniforms	598.58	600.00	.00	600.00
225-45200-418	Rentals	.00	1,000.00	.00	1,000.00
225-45200-433	Dues and Subscriptions	25.00	.00	.00	.00
225-45200-434	Sales Tax Paid	87.00	100.00	4.00	96.00
225-45200-590	Capital Outlay	9,756.49	350,000.00	.00	350,000.00
Total PARKS:		171,917.40	525,994.00	42,899.79	483,094.21

AED SMART CABINETS PROJECT

228-41500-437	Miscellaneous	344.13	.00	.00	.00
228-41500-590	Capital Outlay	14,390.00	.00	.00	.00
Total AED SMART CABINETS PROJECT:		14,734.13	.00	.00	.00

Cemetery

235-49010-217	Other Operating Supplies	760.84	1,500.00	.00	1,500.00
235-49010-221	Repair/Maint - Equipment	.00	500.00	.00	500.00
235-49010-228	Repair/Maintain - Other	.00	500.00	.00	500.00
235-49010-258	Columbarium Plaques	.00	2,000.00	.00	2,000.00
235-49010-309	Software & Design	1,842.00	1,400.00	.00	1,400.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
235-49010-310	Other Professional Services	1,802.61	2,500.00	.00	2,500.00
235-49010-362	Property - Casualty Ins (Auto)	3,275.31	3,440.00	3,272.01	167.99
235-49010-381	Electric Utilities	688.00	650.00	62.00	588.00
235-49010-384	Garbage Service	737.10	1,900.00	72.54	1,827.46
235-49010-401	Contractual Services	27,550.00	30,000.00	1,825.00	28,175.00
235-49010-418	Rental	.00	200.00	.00	200.00
235-49010-590	Capital Outlay	5,227.50	42,101.00	4,074.00	38,027.00
Total Cemetery:		41,883.36	86,691.00	9,305.55	77,385.45
RURAL FIRE					
245-42200-103	Part-Time Employees	7,833.04	11,000.00	.00	11,000.00
245-42200-122	FICA	599.22	841.00	.00	841.00
245-42200-151	Worker s Comp Insurance Prem	3,117.43	3,273.00	2,494.43	778.57
245-42200-201	Office Supplies(paper-pens-et)	.00	100.00	.00	100.00
245-42200-212	Motor Fuels-Gas	1,734.29	2,700.00	.00	2,700.00
245-42200-217	Other Operating Supplies	.00	200.00	.00	200.00
245-42200-221	Repair/Maint - Equipment	13,508.92	10,000.00	.00	10,000.00
245-42200-226	Foam	2,449.13	2,500.00	.00	2,500.00
245-42200-228	Repair/Maintain - Other	.00	500.00	.00	500.00
245-42200-310	Other Professional Services	.00	1,000.00	.00	1,000.00
245-42200-331	Meetings-Conferences (mtgs/mi)	.00	300.00	.00	300.00
245-42200-362	Property - Casualty Ins (Auto)	5,934.86	6,232.00	5,927.67	304.33
245-42200-417	Uniform	.00	2,000.00	.00	2,000.00
245-42200-433	Dues and Subscriptions	995.00	500.00	.00	500.00
245-42200-437	Miscellaneous	.00	100.00	.00	100.00
245-42200-590	Capital Outlay	.00	.00	9,867.00	9,867.00-
Total RURAL FIRE:		36,171.89	41,246.00	18,289.10	22,956.90
Fire Relief					
250-42300-124	Fire Pension Contributions	46,752.51	46,752.00	.00	46,752.00
250-42300-490	Donations - Fire Relief Assoc	20,200.00	21,200.00	.00	21,200.00
Total Fire Relief:		66,952.51	67,952.00	.00	67,952.00
Debt Service					
300-47000-601	Bond Principal Pymt	381,000.00	560,000.00	560,000.00	.00
300-47000-611	Bond Interest Payment	72,551.50	208,526.00	109,267.25	99,258.75
Total Debt Service:		453,551.50	768,526.00	669,267.25	99,258.75
STREET IMPROVEMENT FUND					
325-43100-700	Transfers Out	.00	635,325.00	.00	635,325.00
Total STREET IMPROVEMENT FUND:		.00	635,325.00	.00	635,325.00
CAPITAL IMPROVEMENT FUND					
405-48000-700	Tansfers Out	183,043.24	367,000.00	.00	367,000.00
Total CAPITAL IMPROVEMENT FUND:		183,043.24	367,000.00	.00	367,000.00
2023 STREET/UTIL IMPROVE PROJ					
418-48000-303	Engineering Fees	608,038.52	204,629.00	11,059.00	193,570.00
418-48000-310	Other Professional Services	69,368.50	.00	.00	.00
418-48000-352	General Notices and Pub Info	216.00	.00	.00	.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
418-48000-530	Capital-Other Improvements	2,641,766.01	1,500,000.00	.00	1,500,000.00
418-48000-620	Fiscal Agent Fees	750.00	.00	.00	.00
Total 2023 STREET/UTIL IMPROVE PROJ:		3,320,139.03	1,704,629.00	11,059.00	1,693,570.00
TIF 1-9 LEVAN					
505-46500-310	Other Professional Services	1,000.00	1,000.00	.00	1,000.00
505-46500-439	TIF Payments	18,420.00	20,000.00	12,343.00	7,657.00
Total TIF 1-9 LEVAN:		19,420.00	21,000.00	12,343.00	8,657.00
TIF DOWNTOWN REDEVELOPMENT					
506-46500-310	Other Professional Services	1,000.00	1,000.00	.00	1,000.00
506-46500-439	TIF Payments	5,330.00	7,000.00	3,229.00	3,771.00
Total TIF DOWNTOWN REDEVELOPMENT:		6,330.00	8,000.00	3,229.00	4,771.00
Water Utilities (GENERAL)					
601-49400-101	Full-Time Employees Regular	61,833.98	64,646.00	9,659.62	54,986.38
601-49400-102	Full-Time Employees Overtime	1,490.75	5,000.00	350.76	4,649.24
601-49400-120	CENTRAL PENSION FUND	998.40	1,000.00	153.60	846.40
601-49400-121	PERA	4,726.85	5,223.00	747.03	4,475.97
601-49400-122	FICA	4,821.47	5,328.00	761.97	4,566.03
601-49400-131	Employer Paid Health	17,351.66	18,314.00	4,440.30	13,873.70
601-49400-151	Worker s Comp Insurance Prem	1,336.67	1,404.00	1,070.02	333.98
601-49400-201	Office Supplies(paper-pens-et)	424.57	1,000.00	.00	1,000.00
601-49400-212	Motor Fuels-Gas	46.94	750.00	.00	750.00
601-49400-217	Other Operating Supplies	8,806.43	10,000.00	954.52	9,045.48
601-49400-221	Repair/Maint -WELLS	9,982.37	30,000.00	.00	30,000.00
601-49400-223	Repair/Maintain - Building	1,875.01	2,000.00	7.99	1,992.01
601-49400-228	Repair-Water Main Repairs	31,201.69	30,000.00	.00	30,000.00
601-49400-229	Refunds	2,500.00	3,000.00	166.77	2,833.23
601-49400-303	Engineering Fees	35,675.60	25,000.00	5,772.00	19,228.00
601-49400-309	Software and Design	4,491.49	10,000.00	.00	10,000.00
601-49400-310	Other Professional Services	25,096.97	18,000.00	4,525.12	13,474.88
601-49400-321	Communications	6,451.61	5,000.00	562.48	4,437.52
601-49400-322	Postage	3,246.53	2,880.00	488.55	2,391.45
601-49400-331	Meetings-Conferences (mtgs/mi)	1,060.78	1,000.00	.00	1,000.00
601-49400-343	Advertising	48.00	200.00	.00	200.00
601-49400-362	Property - Casualty Ins (Auto)	6,611.76	6,950.00	6,610.60	339.40
601-49400-381	Electric Utilities	39,803.00	43,000.00	3,285.00	39,715.00
601-49400-401	Contractual Services	.00	1,500.00	.00	1,500.00
601-49400-406	SAFETY	309.95	1,000.00	.00	1,000.00
601-49400-417	Uniforms	548.96	624.00	.00	624.00
601-49400-420	Depreciation	.00	115,000.00	.00	115,000.00
601-49400-433	Dues and Subscriptions	400.00	1,000.00	.00	1,000.00
601-49400-434	Sales Tax Paid	.06-	.00	.67	.67-
601-49400-437	Miscellaneous	.00	200.00	.00	200.00
601-49400-550	WA Meter Replacement Program	73,547.56	150,000.00	106,151.62	43,848.38
601-49400-570	Capital Outlay - Equipment	10,000.00	.00	.00	.00
601-49400-611	Bond Interest	2,650.88	2,361.00	1,180.76	1,180.24
601-49400-700	Transfers Out	154,910.60	340,608.00	198,448.90	142,159.10
Total Water Utilities (GENERAL):		512,250.42	901,988.00	345,338.28	556,649.72

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
Sewer (GENERAL)					
602-49450-101	Full-Time Employees Regular	64,609.05	67,332.00	10,674.00	56,658.00
602-49450-102	Full-Time Employees Overtime	5,644.43	5,500.00	1,984.00	3,516.00
602-49450-120	CENTRAL PENSION FUND	998.40	1,000.00	153.60	846.40
602-49450-121	PERA	5,069.37	5,462.00	945.60	4,516.40
602-49450-122	FICA	5,351.46	5,572.00	964.50	4,607.50
602-49450-131	Employer Paid Health	17,352.15	18,302.00	4,438.34	13,863.66
602-49450-201	Office Supplies(paper-pens-et)	424.56	1,000.00	.00	1,000.00
602-49450-212	Motor Fuels-Gas	69.73	250.00	.00	250.00
602-49450-217	Other Operating Supplies	326.39	2,000.00	.00	2,000.00
602-49450-221	Repair/Maint - Equipment	6,064.01	20,000.00	1,102.50	18,897.50
602-49450-223	BUILDING REPAIR	108.45	.00	.00	.00
602-49450-229	Refunds	2,500.00	2,000.00	.00	2,000.00
602-49450-310	Other Professional Services	927.69	1,000.00	33.10	966.90
602-49450-322	Postage	2,846.81	2,880.00	480.76	2,399.24
602-49450-331	Meetings-Conferences (mtgs/mi)	1,050.16	1,000.00	.00	1,000.00
602-49450-343	Advertising	144.00	.00	.00	.00
602-49450-362	Property - Casualty Ins (Auto)	4,567.98	4,800.00	4,565.60	234.40
602-49450-381	Electric Utilities	8,278.00	9,500.00	783.00	8,717.00
602-49450-383	Gas Utilities	650.99	1,500.00	95.93	1,404.07
602-49450-385	Sewer Plv-Elgin Sewer District	587,047.91	828,665.00	192,780.21	635,884.79
602-49450-417	UNIFORM	600.00	624.00	.00	624.00
602-49450-420	Depreciation	.00	35,000.00	.00	35,000.00
602-49450-437	Miscellaneous	.00	500.00	.00	500.00
602-49450-700	Transfers Out	207,365.90	340,608.00	297,673.35	42,934.65
Total Sewer (GENERAL):		921,997.44	1,354,495.00	516,674.49	837,820.51
Net Grand Totals:		9,115,768.34-	10,264,581.00-	2,260,372.51-	8,004,208.49-



PLAINVIEW POLICE DEPARTMENT

241 West Broadway
Plainview, Minnesota 55964

Jason M. Timm
CHIEF OF POLICE

Telephone:
1-507-534-2441 Private
1-800-927-2647 Non-Emergency
Fax: 1-507-534-2437



Executive Summary

City Council Regular Meeting: March 12th, 2024

AGENDA ITEM: Department Report for Council	AGENDA SECTION: Consent
PREPARED BY: Jason Timm, Chief of Police	AGENDA NO. 5.D.
ATTACHMENTS: February Activity Summary Report	APPROVED BY: JT
RECOMMENDED ACTION: Information only	

SUMMARY

**The following is a brief summary of the highlights for the month of February. Day to day operations continue to be very busy with changes, updates and planning. **

Meeting/Training

- Officers completed the annual Use of Force and non-lethal mandated training.
- Officer Ferguson received certification to operate the DMT (DWI breath test machine) through the BCA.

Misc. Activity

- Our 2023 Ford Explorer was outfitted by Audio Designs and put into service.
- Rampart Audit LLC to performed our mandated bi-annual body cam audit. The onsite visit was very successful. They are in the process of reviewing our policies and expect to give us a full written report within 6 weeks. The final report will be shared with council.
- The 2023 Durango is scheduled to be outfitted later this month.
- AXON body and squad cameras are starting to arrive. Install is scheduled for the middle of April. We will start transitioning over to the AXON platform in the next couple of weeks.

Citations issued: 19**February Call Activity 2024**

9-11 Hang-Ups	0
Alarms	1
All other	2
Animal Complaints	3
Assault	0
Assist Other Department	13
Attempt to Locate	0
ATV Violations	1
Burglary/Open Door	0
Child Abuse/Custody Exchange	0
Civil Matter	0
Contempt/Curfew Violation	0
Damage to Property	1
DANCO Violation	0
Disorderly Conduct	0
Domestics	0
Driving Complaints	1
Driving Under the Influence	0
Drugs All Types	0
Escort	0
Fire Calls	1
Fireworks	0
Found Property	0
Fraud	0
Funeral Assist	4
Gun Permit	0
Harassment/Threats	0
Littering	0
Lost Property	1
Medical Calls	25
Misc. Information	1
Motorist Assists	1
Noise Complaints	1
OFP/HRO Violation	1
Ordinance Violation	1
Parking Complaints/Violations	1
POR Predatory Offender Reg.	0
Public Assists	3
School Bus/Incident & Tobacco	3
Security Check	0
Sex Offense	0
Snow Removal	0
Sudden Death	0
Suspicious Activity	4
Theft Offenses	1
Traffic Crashes/Violations	139
Trespassing	0
Vulnerable Adults	0
Weapons Violation	0

Warrants All	0
Welfare Checks	6
Worthless Checks	0
TOTAL CALLS	216

CITY OF PLAINVIEW PUBLIC WORKS DIRECTOR REPORT



Water

- Water reports were filled out and sent to the MDH (Minnesota Department of Health) for the month of February. We as a city averaged 266,068 gallons per day. The highest being 510,000 gallons and the lowest being 162,000 gallons. We pumped 7,716,000 gallons for the month.
- Water meters were read on the 1st of the month.
- Water meter replacement is ongoing.
- We had 4 locates for Gopher State One Call.
- We had State inspections on our well houses.
- We began flushing dead-end hydrants.
- We fixed a check valve at well #2.

Sewer

- We are currently working with Bolton & Menk to repair an invert in a manhole.
- We had a pump failure at the High Rise lift station. After further investigation, it was determined there was a high temp sensor that had trip.

Snow

- We had 2 snow events that resulted in us treating roads and sidewalks.

Streets

- We have been filling potholes as they appear. This will continue as needed.

Parks

- We cleaned up the lime for the upper ice rink.
- We have been fixing picnic tables and painting them.
- We performed an inspection on all park equipment.

Trees

- We have been trimming trees that hit our trucks and equipment. This will continue as needed.
- We are continuing to work with residents to remove Ash trees from their properties.

Buildings

- We replaced the faucets at City Hall.
- We repaired a light fixture and installed an airline for the new fire truck at the Fire Hall.
- We removed a bunch of old books that did not sell from the Library.
- We installed some pikes in the rain gutters at the Library to keep the pigeons from building nests in them. We also cleaned up the mess the pigeons made on the building.

CITY OF PLAINVIEW PUBLIC WORKS DIRECTOR REPORT



Daily Tasks

- We check the wells and record the readings from the day before. We record these readings for the MDH and check our equipment to ensure everything is operating as it should.
- We check the lift stations and record the readings from the day before. We do this for record keeping and to ensure our pumps are working properly.
- We take water samples and test them and record test for the MDH.
- We check for locates, if there are any, we have 48 hours to complete them.

**Respectfully,
Shane Loftus
Public Works Director**



**BOLTON
& MENK**

Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

Ph: (507) 208-4332
Bolton-Menk.com

MEMORANDUM

Date: March 6, 2024
To: David Todd, City Administrator
From: Brian Malm, P.E., City Engineer
Subject: Current Projects Update
City of Plainview
Project No.: OH1.123353

2nd Avenue NW Reconstruction Project (2023 Street & Utility Improvements)

Work has been suspended on this project for the winter months. Work will resume when weather permits in the spring.

Orchard Hills 7th and 8th Subdivisions

No updates since last meeting.

Well No. 3 Air Entrainment – Water Tower

Work is progressing on the feasibility study. A meeting was held with City Staff to review background information, population projections, water demand projections, and storage needs for the 20-year planning period. Next steps will include preparing a draft final report with cost estimates for ground storage/booster station and elevated tower alternatives. The final report will include recommendations for possible low interest loan funding through the Public Facilities Authority.

Chapter 600 Code Updates

We are still working on reformatting and updating the code based on input received from the January PC/CC workshop.

GIS Cemetery Management System

Work is proceeding on this project related to data review and boundary development. Headstone data gathering and field verification will take place over the summer months.

Miscellaneous

We are continuing to work with staff on the following miscellaneous items:

- Standby generator improvements for Well No. 2.
- Lead service line inventory, as required by Minnesota Department of Health and EPA. This work is expected to be covered by grant funding from MDH, however, that funding has been significantly delayed, and work has yet to start. If notice of funding is not received prior to the

Name: Current Project Update

Date: 3/6/24

Page: 2

end of March, we recommend the City discuss proceeding g without funding to ensure deadline for submitted is achieved.

Director's Report: March 2024

Fraud Prevention Seminar: The Library will be hosting the *Don't Get Hooked by Fraud!* collaboration by Foresight Bank and Peoples State Bank on Tuesday, March 26 at 6:00pm. This will be a great opportunity to learn more about how to protect ourselves and our loved ones from scams, fraud, and identity theft.

SELCO Libraries App Update: I am excited to report that our library app is now available in both the Apple and Google Play Stores. For those that already had the app, it should have updated on its own. For those who removed the app or are new to it, links can be found on our website at www.plainview.lib.mn.us/app/

Database Migration: After careful consideration of the circumstances surrounding our app outage and the age of our 20+ year old database, the SELCO region has decided to move forward with a migration to a new product in the next year. To prepare for the upcoming change, libraries worked together to standardize our loan settings on most items. Effective April 1, most items held by SELCO libraries will move to a three-week loan period. This will help smooth the database transition process in the short term and improve patron experience when utilizing materials from multiple regional libraries in the long term.

February Quick Stats:



2892 Items Circulated



18 New Patrons



217 New Items

Respectfully Submitted,

Alice L. Henderson
Director, Plainview Public Library



Plainview Public Library Board of Trustees

Tuesday January 16, 2024 7:00 PM

Members Present: Miranda Muller, Youlonda Loechler, Ian McDonald, Chad Gelner, Carla Tentis, Adam Feils

Members Not Present: Nicholas Ozment

Staff: Alice Henderson

City Council Member: Don Kuschel

The meeting was called to order by Youlonda at 7:00 PM.

A motion was made by Ian and seconded by Carla to approve the agenda. Motion carried unanimously.

Trustee Chad Gelner was sworn in.

Election of Officers:

- Youlonda volunteered as President
- Adam volunteered as Vice President
- Miranda volunteered as Secretary

A motion was made by Youlonda and seconded by Chad to approve officers. Motion carried unanimously.

Public Comments: No comments

A motion was made by Carla and seconded by Adam to approve the board minutes from 12/19/2023 with a noted change of the next meeting date to 1/16/2024. Motion carried unanimously.

A motion was made by Miranda and seconded by Ian to approve the consent agenda as follows:

- Director's Report
- Programming & Outreach Report
- Acknowledgement of Donations
 - Susan Ihrke
 - Keith and Sandy Todd
- SELCO/SELS & Foundation Reports

Unfinished Business

New Business

- A. Payment of Bills: A motion was made by Ian and seconded by Youlonda to approve the Payables by Payee in the amount of \$5,506.84. Motion carried unanimously.
- B. Review Capital Improvement Plan: Review of improvement plan and discussion of gathering estimates to begin looking at the costs of improvements. During our discussion, it was noted that one of the CDs would need to be reinvested shortly. A motion was made by Youlonda and seconded by Chad to move \$5,000.00 of that CD to savings and reinvest the remaining amount at the best rate available. Motion carried unanimously.

Announcements

- A. Trustee or Staff Comments (None)
- B. Next Regular Meeting is 2/20/2024

Motion to adjourn was made by Youloda and seconded by Carla at 7:47 PM. Motion carried unanimously.

Respectfully submitted,

Miranda Muller

Secretary, Plainview Library Board of Trustees

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM:	Brush & Compost Site Lease Agreements – Morath and Edwards	AGENDA SECTION:	Consent
PREPARED BY:	Carol Kujath, City Clerk	AGENDA NO 5.E.	
ATTACHMENTS:	Previous Morath Lease Agreement, Previous Edwards Lease Agreement	APPROVED BY:	sl
RECOMMENDED ACTION: Motion to approve the Brush & Compost Site Lease agreement with Michael & Jeanette Morath for a term of 3 years. Motion to approve the Brush & Compost Site Lease agreement with David & Elizabeth Edwards for a term of 3 years.			

SUMMARY

- The lease agreement duration would run from April 1, 2024, to March 31, 2027.
- No changes in the cost from the previous lease agreement.
- Morath Lease is \$1,700 per year.
- Edwards Lease is \$925 per year.

BRUSH AND COMPOST SITE LEASE

THIS AGREEMENT, entered into this 1st day of April, 2021, by and between Michael and Jeanette Morath, hereinafter referred to as "Lessor", and the City of Plainview, a municipal corporation, hereinafter referred to as "Lessee" or "City".

WHEREAS, the Lessor is the owner of real estate lying and being in the County of Wabasha, State of Minnesota, the legal description of which is shown on the attached Exhibit A, which said property contains an old quarry site which is an adequate site for the purposes of a brush dump and compost site;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The Lessor hereby leases unto the Lessee the above described quarry site for use as a public brush and compost site for the City of Plainview and for the benefit of its citizens.
2. This lease shall be from April 1, 2021, to March 31, 2024, but shall be cancelable by either party upon fifteen (15) days advance written notice.
3. Lessee shall pay to the Lessor as rent for said premises the sum of \$1700.00 per year payable in advance at the time the lease is approved and signed. If terminated prior to the expiration of the term of the lease, then any lease payment shall be prorated back to the Lessee as of the date of termination thereof.
4. The City shall be allowed to dispose of tree cuttings and compost of the citizens of the City of Plainview but shall not dispose of any other waste on Lessor's property. The City shall be responsible for sorting all waste material before dumping. Any non-degradable waste dumped onto the site shall be removed by the City at its own expense.
5. Only City trucks operated by City employees shall be utilized in the hauling and dumping of brush & compost at the site.
6. Although no scheduled burning appears to be necessary at this time, if it should be required or desired by the Lessor, then the City shall arrange for such burning with the necessary permits from the DNR and other governmental agencies as required.
7. The access road to the dump-site shall be maintained by the City at its expense and shall include grading of the roadway entrance as required in the discretion of lessors.
8. The City shall turn and move such compost as required in order to stack waste at the appropriate heights. In addition, if the City deems it necessary to clear existing trees in the quarry in order to more effectively deposit the brush/compost, the same shall be accomplished at City's expense, subject to Lessor's consent to do so.
9. The City agrees to add Lessor as a co-insured under City's property and liability insurance policy, pertaining to this lease agreement.
10. The City, its employees, agents, and representatives, hereby releases, holds harmless, and indemnifies forever Lessor, their representatives, heirs, successors, and assigns from any and all claims, damages, demands, actions, causes of action or suits at law, or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done, by City, its employees, agents, and representatives prior to, and including the date hereof, whether such

matter or things, or the consequences thereof, are now existing or may hereafter arise, and whether they are known or unknown, anticipated or unanticipated, relating to the hauling and depositing of brush and compost to certain property owned by Lessor, and agrees to indemnify the Lessor from any and all costs of defending any such claim, action, cause of action, or suit, including but not limited to, attorney's fees.

11. The City shall provide such supervision of the brush and compost site area at such hours and times as it deems necessary to properly maintain the site in a neat and orderly fashion. In no case shall any work be done at the designated site before the hours of 7:00 a.m. or after 9:00 p.m. on any given day.
12. Compost and chips may be left in the quarry until they are decayed or room runs out. Chips and compost may be hauled out by City personnel for the City use. In all other respects said chips and compost material shall become the property of the Lessor once they are dumped in the Quarry. The Lessor may haul out chips or compost for their own use.
13. If it is found that the private parties are going onto the Lessor property to get chips or compost, the City, at the request of the Lessor, will install a gate that locks and a key will be held by the City and a key will be given to the Lessor.
14. Lessor will be responsible for mosquito-control measures on the leased property, to Lessor's sole satisfaction, including but not limited to application of appropriate insecticides.

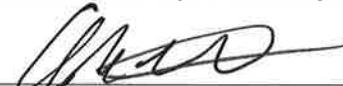
IN WITNESS WHEREOF, the parties have signed this lease the day and the year first above written.

LESSOR

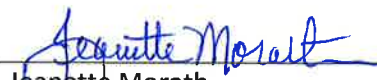


Michael Morath

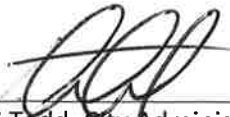
LESSEE – CITY OF PLAINVIEW



Aaron Luckstein, Mayor



Jeanette Morath



David Todd, City Administrator

EXHIBIT A

COUNTY OF WABASHA, STATE OF MINNESOTA

Beginning at the S quarter stake of Sec. 32-108-11, thence N $15\frac{1}{2}$ Deg. E along road 425 feet, thence N 17 Deg. E 290 feet, thence N 53 Deg. E 280 feet, thence N 17 Deg. E 115 feet, thence N $6\frac{1}{2}$ Deg. W 643 feet, thence N $72\frac{1}{2}$ Deg. W 720 feet, thence N across river 690 feet, thence S 62 Deg. E 263 feet along N bank of river, thence N 250 feet to center of said Sec. 32, thence E 1,320 feet, thence N 440 feet to river, thence N $54\frac{1}{2}$ Deg. E 224 feet, along center of river, thence N 75 Deg. E 192 feet, thence S 49 Deg. E 115 feet, thence N 79 Deg. E 155 feet, thence N 62 Deg. E 232 feet, thence N 86 Deg. E 293 feet, thence N 64 Deg. E 255 feet, thence S 3,368 feet, more or less, to the SE corner of said Sec. 32, thence W 2,643.13 feet to the place of beginning. Being a part of Sec. 32-108-11.

EXCEPTING therefrom that portion lying W of the center line of Wabasha County Road No. 4, and that portion thereof lying E of said Wabasha County Road No. 4, owned by the State of Minnesota and A. M. Christenson.

ALSO EXCEPTING, Beginning at the S quarter stake of Sec. 32-108-11, thence N 15 Deg. 30' E along the road 425 feet, thence N 17 Deg. 00' E 290 feet, thence N 53 Deg. 00' E 280 feet, thence S 80 Deg. 02' 23" E 304.46 feet, thence N 6 Deg. 12' 49" W 483.31 feet, thence S 89 Deg. 54' 25" E 386.31 feet, thence N 1 Deg. 39' 32" E 358.66 feet, thence N 36 Deg. 14' 35" E 693.46 feet, thence N 81 Deg. 03' 15" E 349.81 feet, thence N 1 Deg. 49' 43" W 298.16 feet, thence N 79 Deg. 04' 47" E 529.39 feet, thence S 35 Deg. 46' 01" E to the E line of the $SE\frac{1}{4}$ of Sec. 32, thence Sly along the E line of said $SE\frac{1}{4}$ to the SE corner of said $SE\frac{1}{4}$ of Sec. 32, thence on a bearing of W along the S line of said $SE\frac{1}{4}$, 2643.13 feet to the point of beginning.

The above description contains approximately 58 acres, more or less.

BRUSH AND COMPOST SITE LEASE

THIS AGREEMENT, entered into this 1st day of April, 2021, by and between David and Elizabeth Edwards, hereinafter referred to as "Lessor", and the City of Plainview, a municipal corporation, hereinafter referred to as "Lessee" or "City".

WHEREAS, the Lessor is the owner of real estate lying and being in the County of Wabasha, State of Minnesota, the legal description of which is shown on the attached Exhibit A, which said property contains an old quarry site which is an adequate site for the purposes of a brush dump and compost site;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

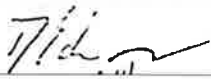
1. The Lessor hereby leases unto the Lessee the above described quarry site for use as a public brush and compost site for the City of Plainview and for the benefit of its citizens.
2. This lease shall be from April 1, 2021, to March 31, 2024, but shall be cancelable by either party upon fifteen (15) days advance written notice.
3. Lessee shall pay to the Lessor as rent for said premises the sum of \$925.00 per year payable in advance at the time the lease is approved and signed. If terminated prior to the expiration of the term of the lease, then any lease payment shall be prorated back to the Lessee as of the date of termination thereof.
4. The City shall be allowed to dispose of tree cuttings and compost of the citizens of the City of Plainview but shall not dispose of any other waste on Lessor's property. The City shall be responsible for sorting all waste material before dumping. Any non-degradable waste dumped onto the site shall be removed by the City at its own expense.
5. Only City trucks operated by City employees shall be utilized in the hauling and dumping of brush & compost at the site.
6. Although no scheduled burning appears to be necessary at this time, if it should be required or desired by the Lessor, then the City shall arrange for such burning with the necessary permits from the DNR and other governmental agencies as required.
7. The access road to the dump-site shall be maintained by the City at its expense and shall include grading of the roadway entrance as required in the discretion of lessors.
8. The City shall turn and move such compost as required in order to stack waste at the appropriate heights. In addition, if the City deems it necessary to clear existing trees in the quarry in order to more effectively deposit the brush/compost, the same shall be accomplished at City's expense, subject to Lessor's consent to do so.
9. The City agrees to add Lessor as a co-insured under City's property and liability insurance policy, pertaining to this lease agreement.
10. The City, its employees, agents, and representatives, hereby releases, holds harmless, and indemnifies forever Lessor, their representatives, heirs, successors, and assigns from any and all claims, damages, demands, actions, causes of action or suits at law, or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted, or suffered to be done, by City, its employees, agents, and representatives prior to, and including the date hereof, whether such matter or things, or the consequences thereof, are now existing or may hereafter arise, and whether they are known or unknown, anticipated or unanticipated, relating to the hauling and depositing of brush and compost to certain property owned by Lessor, and agrees to indemnify the Lessor from any and

all costs of defending any such claim, action, cause of action, or suit, including but not limited to, attorney's fees.

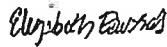
11. The City shall provide such supervision of the brush and compost site area at such hours and times as it deems necessary to properly maintain the site in a neat and orderly fashion. In no case shall any work be done at the designated site before the hours of 7:00 a.m. or after 9:00 p.m. on any given day.
12. Compost and chips may be left in the quarry until they are decayed or room runs out. Chips and compost may be hauled out by City personnel for the City use. In all other respects said chips and compost material shall become the property of the Lessor once they are dumped in the Quarry. The Lessor may haul out chips or compost for their own use.
13. If it is found that the private parties are going onto the Lessor property to get chips or compost, the City, at the request of the Lessor, will install a gate that locks and a key will be held by the City and a key will be given to the Lessor.

IN WITNESS WHEREOF, the parties have signed this lease the day and the year first above written.

LESSOR



David Edwards

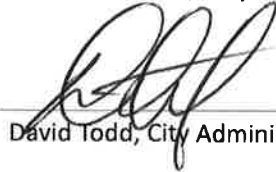


Elizabeth Edwards

LESSEE – CITY OF PLAINVIEW



Aaron Luckstein, Mayor



David Todd, City Administrator

Exhibit A

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$); also, that part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) lying North of the White Water River (otherwise known as Lot 1), all in Section 32, Township 108, Range 11.

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM: Building Inspection Proposals	AGENDA SECTION: Unfinished Business
PREPARED BY: David Todd, City Administrator	AGENDA NO. 6.A.
ATTACHMENTS: CMS and MNSPECT Proposals, Cost Comparison Worksheets, References, Draft Planning Commission Minutes	APPROVED BY: dt
RECOMMENDED ACTION: Motion to approve MNSPECT to provide building inspection services to the City of Plainview.	

SUMMARY

Over the last several months, the City has been experiencing issues related to building inspection services provided by CMS. The issues ranged from poor service delivery, slow response times providing inspections, delays in processing permits, lost permits, as well as communication issues.

CMS has recently been purchased by a local individual who is currently developing property in Plainview and has had some completed projects over the past few months. This presents a conflict-of-interest issue for the city by having a builder/developer have projects inspected by a company owned by the same person.

I was asked by the Planning Commission to investigate alternative sources of building inspection services for the City of Plainview and to solicit quotes. The only alternative to CMS in the region is MNSPECT.

Both CMS and MNSPECT have supplied the city with quotes for services. The industry standard has been trending towards a percent of fee calculation for building inspection services. Both companies have supplied quotes based on percent of fee calculations with CMS also providing quotes using hourly rate

and retainer calculations. Likewise, both companies offer permitting software with their proposals—MNSPECT is offering the software at no cost to the City and CMS is willing to waive the fee for 2024 but could not waive the fee long-term. The fee for the software in CMS's proposal will cost the city \$3,300 per year.

I had Bolton and Menk, the City's engineer, produce a cost comparison worksheet utilizing the most common types of permits applied for in Plainview as an example. These are for both flat fee permits as well as valuation permits, and the costs compared in both proposals are quite similar. Beyond costs, the City should evaluate the proposals based on service delivery, complaints, potential for conflicts of interest as well as other factors such as ease of billing, and reputation. I conducted reference checks on MNSPECT from other communities that utilize their services, and the result was very positive.

Ultimately, the City Council should make their recommendation for a building inspection service company that will best serve the community and promote development while increasing service delivery, minimizing complaints, establishing, or building relationships with local builders, contractors, and developers, and eliminating the potential for real or perceived conflicts of interest.

The Planning Commission recommends the City Council approve MNSPECT to provide building inspection services for the reasons outlined above. The recommendation was unanimous with two members absent (vote was 4-0).

City Staff recommends the City Council approve MNSPECT to provide building inspection services to the City of Plainview for the same reasons outlined above.

Respectfully Submitted,

David Todd
City Administrator



Hello and Seasons Greetings!

It is with heartfelt gratitude that all of us at CMS thank you for allowing us to serve you in the past, as well as the opportunity to continue to serve you in the future.

First, let me start by acknowledging that we had some expected, but also some unexpected bumps in the road this year. As many of you are aware, CMS merged forces with WSE Engineering Services. We expected a few bumps due to the merger, and we also expected bumps from the bittersweet celebration of Jude Kruger's retirement after 22 years as CMS's office manager.

However, what was unexpected was the record number of permits CMS processed in 2023; and the State imposing a new plumbing inspection process mid-season that limited plumbing inspections to only our Master Plumber. Lastly, to create the "perfect storm", both CMS and WSE's financial controllers moved on with other employment away from the Rochester area.

I share all this with you to provide insight, but not deflect, nor excuse the impact that this had on you and Permit Applicants. I know in several instances we misplaced permit applications, struggled to provide timely plumbing inspections, struggled to provide timely plan reviews, and didn't communicate effectively when there were issues with an incomplete application. As the CEO I take responsibility and I apologize.

I want to assure you we have taken the necessary steps to weather any future perfect storms:

- We have made significant investments in our technology by outfitting our inspectors with field computers, and implementing a web-based software that not only connects to our GIS system, but also the county's GIS data for easier completion of permit applications. The GIS spatial components allow for global map views for all stakeholders, as well as the ability to zoom in to specific permit details, or to easily check if work is being performed without a permit.
- We've reorganized our staff and created a Plans Review Department, as well as adding a senior level administrative manager to oversee our new Customer Service Department.
- Last, but not least, we've bolstered our training program to increase Administrative and Technical competencies and redundancies.



A special thank you to those who reached out to us with your concerns. Without your valuable input we wouldn't have been able to make the changes to better serve you. For those of you who did not reach out, please consider this a formal invitation to reach out to me directly regarding any of your concerns. Our parent company WSE stands for, and was founded on the principle of, We put the Service in Engineering. That is a deeply engrained attitude in our management philosophy, and we are confident that you, and the people you represent, will be pleased with the changes that are being proposed.

Jurisdictions with populations under 2500 may be considering whether the benefits of administering the Building Code outweigh the cost. For your convenience, we have included the State's "Guide to the State Building Code" which offers several benefits to consider. Regardless of population, residents are increasingly accustomed to having public information readily available at their fingertips. Another point to consider is how a web-based system for inspection records will be a factor in whether a prospective new business, or resident is able to obtain inspection records related to their potentially large purchase.

Lastly, if you are considering staffing internally, partnering with other government entities, or seeking proposals to provide Building Official services, we are confident you will find CMS a better value when equally compared. One of the primary benefits listed in the Guide is uniformity; and how it plays a major role in keeping construction costs down due to the consistent enforcement of the code. As can also be seen in the Guide, there are many facets to the Building Code, and it does not remain static. CMS goes to great lengths to stay technically excellent. Our technical excellence not only allows CMS to inspect residential and commercial buildings, but CMS is also delegated authority to inspect public buildings. Said another way, since CMS serves over 40 Jurisdictions, and we can inspect all building types; and can efficiently communicate code updates and expectations with local contractors often before costly mistakes are made.

As can be expected, this level of technical breadth and expertise requires redundant staff, local knowledge, extensive training, extensive experience, and a commitment to continuing education. For these reasons, we ask you to measure value compared to cost, and not solely a minimum service vs cost.

I deeply regret not having the time to meet with each of you before sending you this proposal. Again, thank you to those who reached out to me and took the time to help me identify areas in need of improvement; and I especially thank those that worked closely with me to develop the solutions presented in this proposal.



CMS understands that each of the 40+ Jurisdictions are unique in their own way. We want to respect that uniqueness while simultaneously keeping your professional service costs down by providing enough uniformity to capture economy of scale savings; therefore, CMS has limited the options into the three (3) following options to choose from:

1. Percent of Fee Compensation - Jurisdiction adopts attached Permit Fee Schedule.
2. Lump Sum Compensation - Jurisdiction develops/keeps their own Fee Schedule.
3. Hourly Rate Compensation – Jurisdiction develops/keeps their own Fee Schedule

Although our new rates, and processes go into effect January 1, 2024, we recognize that not all Jurisdictions will be able to meet with their respective boards, or councils to accept, any options in our proposal prior to January 1. Therefore, the agreement states an effective date of January 1, 2024, regardless of when the agreement is signed.

Furthermore, the agreement allows for either party to terminate the agreement with 60 days' notice. In the event we do not receive an agreement by the end of Feb1, 2024 CMS will invoice for any services rendered in accordance with option 3.

Please don't hesitate to contact me via email, or the number listed above if you have any questions, or if you would like to schedule a time for me to meet you in person.

Construction Management Services (CMS),
A Division of WSE Engineering Services, Ltd.

12/11/2023

Tom Wiener, PE (MN, SD, AZ, MT)

CEO/President

Tom@WSE.Engineering



A Division of WSE Engineering
Services, Ltd
1765 Restoration Rd SW
Rochester, MN 55902
507-282-8206

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EXECUTIVE SUMMARY – 1.0

Executive Summary

CMS's research has revealed there are vast differences between Jurisdiction's Building Permit Fee Schedules, yet costs to administer the Building Code are largely similar. The costs are similar due to the large area that CMS covers and how CMS apportion costs (hours and mileage) when an inspector's day is split among multiple Jurisdictions. The differences between Jurisdiction's fee schedule were not straight forward, with one not necessarily higher than another's for all permits; and Permit Fees varied greatly between types and value of the Permit.

The heart of our approach was to align actual costs with the actual revenue collected for each permit, and not under or over price any one permit. This includes not pricing in the risk of non-passing inspections, or any acceleration costs due to lack of planning by the permit holder, or their preference to accelerate their schedule such as taking advantage of weather windows. We believe the party responsible for generating those extra costs should also be responsible for paying for them instead of unfairly building those costs into other permit fees. Therefore, CMS is proposing that any acceleration costs, and any reinspection costs be directly paid to CMS by the permit holder at the time the cost is incurred.

As stated above the heart of our approach is to align costs with the actual revenue. However, not all costs are specifically associated with a permit. CMS consistently answers Code questions that are not related to any specific permit. CMS has correlated that cost to the number of permits issued and determined it is more cost effective to invoice a nominal monthly retainer fee rather than individually account for the many phone calls and meetings.

Due to the large number of permits that are processed daily at CMS, and on any given day the amount of time working on a permit can range from minutes to several hours, creating logistical challenges to efficiently and accurately apportion staff time to the correct permit. For this reason, CMS recommends Option 1 or 2 as the most long-term cost-effective method for administering the Build Code. The costs are fixed and known for each permit, and CMS can allocate their time more globally than individually; said another way, it is more efficient to track what permits were worked on in 8 hours, vs apportioning 8 hours correctly to individual permits.

CMS recommends Option 1 for Jurisdictions that do not wish to subsidize their Building Code Administration costs. However, CMS's approach of aligning actual costs with permit revenues will cause some permit values to go up, and some to go down globally across all the Jurisdictions we serve; and some cases Fee schedules haven't been updated in decades and certain Permit fees will change substantially for certain projects (value). This was especially prominent in the lower valued projects.

CMS recommends Option 2 for Jurisdictions that desire to subsidize all, or portions of their Building Code Administration cost. Below is a summary, including pros and cons that CMS had identified for each of the Options proposed.

All options include:

- CMS invoices the Permit Holder directly for Other Fees (reinspection fee, or acceleration fee due to insufficient lead time, or other requested services)
- CMS invoices the Jurisdiction a monthly Code Consultant Retainer (based on number of permits).
- CMS invoices the Jurisdiction a monthly Software Subscription/Retainer (based on population). <Optional Subscription>
- Adding permit language to administratively close after 540 days.
- A faster turnaround commitment for permit review,
- A new plans valuation process that eliminates surprises and provides the applicant with the Permit Fee prior to technical review starting.

Option 1 - Percent of Fee Compensation

- The Jurisdiction adopts the attached Permit Fee Schedule.
- CMS and the Jurisdiction each receive a percentage of the Fees collected.

Pros

- Provides the Jurisdiction an updated Fee/Valuation Schedule
- Provides Fee consistency with other Jurisdictions that adopt this Fee/Valuation schedule.
- No Permits are subsidized.
- Fee/Valuation bands are more narrowly defined and allow for easier adjustment in the future.
- Places the burden on CMS to work with the Jurisdiction to update their Fee/Valuation schedule to stay consistent with nearby Jurisdictions.
- The cost to administer the Building Code is fixed, predictable and aligns actual costs with the actual revenue.
- Places the risk on CMS, but correctly incentivizes CMS to be more efficient.
- Administrative errors are reduced since invoicing does not require staff to break their time down to individuals permits.
- The Permit holder, instead of the Jurisdiction, covers the cost of extra work and/or the cost of insufficient lead time.
- If the software subscription option is chosen, the Jurisdictions will see a substantial reduction in administrative time; as well as providing visibility of permit status for all stakeholders. Permit holders will be able to request an inspection online, expanding the hours available to them to request an inspection.
- CMS collects inspection fees prior to performing the inspection, making fiscal tie-out easier for the Jurisdiction.

Cons

- Potential for large percentage increases to Building Permit Fees for certain ranges. Some Jurisdictions have not updated their fee schedule for 10, 20 or even 30+years leaving the bottom range of permits significantly underfunded.

- Many Permit holders are not used to paying fees for insufficient lead time or reinspection fees. (CMS will implement this in on June 1st, with warnings prior to this date).
- CMS collects inspection fees prior to performing the inspection, exposing the Jurisdiction with some risk.

Option 2 - Lump Sum Compensation

- The Jurisdiction develops/keeps their own Fee Schedule.
- CMS invoices a lump sum fee per permit (Same amount as Option 1).

Pros.

- The Jurisdiction determines which permits to subsidize, and what degree.
- The cost to administer the Building Code is fixed, predictable and aligns actual costs with the actual revenue.
- Places the risk on CMS, but correctly incentives CMS to be more efficient.
- The Permit holder covers the cost of extra work and/or the cost of insufficient lead time.
- If the software subscription option is chosen, the Jurisdictions will see a substantial reduction in administrative time; as well as providing visibility to permit status for all stakeholders. Permit holders will be able to request an inspection online and expand the hours available to them to request an inspection.
- CMS collects inspection fees prior to performing the inspection, making fiscal tie-out easier for the Jurisdiction.

Cons

- Permit Fees may not be consistent with other Jurisdictions.
- Places the burden on the Jurisdiction to maintain their Fee/Valuation schedule to manage that permit revenue will cover actual permit costs.
- Many Permit holders are not used to paying fees for insufficient lead time or reinspection fees. (CMS will implement this in on June 1st, with warnings prior to this date).
- CMS collects inspection fees prior to performing the inspection, exposing the Jurisdiction with some risk.

Option 3 - Hourly Rate Compensation

- Jurisdiction develops/keeps their own Fee Schedule
- CMS invoices by the actual hours and mileage charged to the permit.

Pros.

- The Jurisdiction determines which permits to subsidize, and what degree.
- If the software subscription option is chosen, the Jurisdictions will see a substantial reduction in administrative time; as well as providing visibility to permit status for all stakeholders. Permit holders will be able to request an inspection online and expand the hours available to them to request an inspection.
- CMS collects inspection fees after performing the inspection.

Cons

- Permit Fees may not be consistent with other Jurisdictions.
- The cost to administer the Building Code is variable and is dependent on actual hours and mileage incurred on the permit.
- Cost apportioning, timecards, invoicing are subject to more errors when greater detail is needed to apportion hours and mileage at the permit level.
- Places the most risk on the Jurisdiction that permit revenue will cover actual permit costs.
- Many Permit holders are not used to paying fees for insufficient lead time or reinspection fees. (CMS will implement this in on June 1st, with warnings prior to this date).

BACKGROUND & FEEDBACK – 2.0

BACKGROUND & FEEDBACK

As we listened to your feedback, ideas, and concerns we were able to summarize them into the following categories:

- Technical Capacity
- Fiscal Management
- Accountability
- Transparency
- Efficiency

Technical Capacity

The concerns and/or issues:

- *Adequate resources/redundancies*

CMS goes to great lengths to provide extensive training to our technical staff to ensure we are the foremost experts in the field of Designated Building Official duties. These licenses/certifications allow CMS to be your Designated Building Official and inspect ANY building, including public buildings. CMS has the following technical staff and licensure/certifications:

- Building Official (2)
- Limited Building Official (2)
- Master Plumber (1)
- Delegated Building Official (1) – delegated authority as Building Official duties for public buildings.

Although Technical Competency was not a common concern I heard; I did hear that our Technical Capacity was a burden to several Permit Holders due to plumbing inspections restricted to only our Master Plumber. As stated earlier, this new State restriction did catch us off guard, but in our tradition of unequaled technical training, we have already planned for a master plumber instructor to dually train several of our staff in master plumber expertise. CMS also added additional training to ensure we have the necessary redundancies in place in the other licenses/certifications as well.

Fiscal Management

The concerns and/or issues:

- *The fiscal tie-out of actual costs of administering a permit were difficult and onerous to track for Jurisdiction's financial managers.*
- *No incentive for Permit Holders to close-out their permit*
- *Errors in coding time to the correct permit.*
- *What are the controls in place to manage Valuation amounts?*

In July several Jurisdictions started reaching out asking for our updated Fee Structure for 2024. We sent the following letter (in the next Section - Inflation Impact) to those that asked, with the intent to send it to all Jurisdictions soon after. However, the letter started a larger conversation with several Jurisdictions and brought awareness that a significant number of Jurisdictions have not updated their Permit Fees in decades and perhaps should update them to reflect the impacts of inflation.



In our research we found several Jurisdictions were deliberately subsidizing Building Official's costs, while others found it difficult to fully analyze this due to the number of permits still open that may or may not yet incurred costs against them. The issue is compounded when a permit remains open across multiple fiscal years, or a permit holder requires extraordinary enforcement.

There was also concern regarding permit valuations. As many know, Valued Permits Fees are a function of how much the Building Official determines the value of the project to be. There is little to no transparency in this process, and virtually no controls to limit a Building Official from valuing a project up or down and affecting the Jurisdiction's Permit Fee (Revenue). One distant control is a percentage of fee compensation structure (option 1) since a Jurisdiction could track their costs against a permit and compare it to what revenue should have been to cover the cost. However, this is a weak control as it also depends on having the correct fee structure assigned at that value. To further compound this issue, several Jurisdictions have not updated their fee schedule in decades; and because permit fees are not a linear relationship to the value (permit fee is less expensive per dollar the higher the value of the project), the **Jurisdictions are disproportionately collecting less fees due to the impacts of inflation when using an older Valuation/Fee schedule.**

Since Over-The-Counter Permits (O-T-C Flat Fee Permits) do not require a plan, the cost basically boils down to how many inspection trips are needed, and whether the inspection will pass or not. Most O-T-C inspections either require 1, 2, or 3 inspections; and some trips can potentially be reduced by instituting a QC/QA process using geo-tagged photos or other similar advances in technology.



As part of our approach, we narrowed the valuation bands in the Fee/Valuation schedules (See Appendix A in Option 1) to allow Jurisdictions to finetune the scalability factor in more discrete bands to align actual costs with actual revenues and make it easier for Jurisdictions to update their Fee/Valuation schedules in a timelier manner.

Our approach to establish controls for how a project is valued is to work with county assessors to update our valuation unit rate schedule every 2 years. This will serve 2 purposes: 1) ensure the valuation schedule is transparent, 2) share permit information with county assessor to accurately assess improvements.

We believe for these reasons; CMS is also experiencing a trend toward “Percent of Permit” Compensation instead of hourly based. However, one of the hurdles in a “Percent of Permit” compensation model is accounting for services not related to Plan Review and Inspections costs, or apportioning the risk costs for Permit holders that require more effort to administer. For this reason, CMS has broken those costs out in our proposed Fee Schedule instead of “burying” those costs in Permit Fee. CMS has introduced an Escrow Process into the Permit Fee to incentivize Permit Holders to close-out their permit. This will also reduce unpredictable costs of “chasing” open permits.

There are pros and cons to the “Percent of Permit” compensation model.

The pros are:

1. The cost of the inspections and/or plan review are known and fixed. The Jurisdiction no longer carries the risk of how much time is spent on the inspections and plan review.
2. Permit Holder will bear the cost of any reinspection and/or acceleration costs.
3. Places the onus on CMS, but correctly incentivizes CMS to become more efficient.
4. The fiscal tie out is simplified due to plan review and inspection costs are invoiced soon after revenue is received by the Jurisdiction and not invoiced at an unknown future date.
5. Correct coding of time is not essential to accurately align costs to a specific permit.

The cons are:

1. The inspections are pre-paid and reliant on CMS to fulfill inspection responsibilities. This risk is offset by not complicating an accounts payable process due to the need to manage a timed payout structure that must be continually rebooked as a changing liability.

Regardless of which option the Jurisdiction chooses, CMS is adjusting their Fee Schedule to break out costs to better identify costs that are not specific to a permit:

- Plan Review Application Fee - This is not an added cost to the permit, but rather the portion of the fee that covers the Valuation process that determines the actual Permit Fee. This fee will aid in not incurring plan review costs if the applicant decides not to move forward and pay the Permit Fee (See Agreement section for further details).
- Permit Holder Specific Fees (Other Fees) – This fee allows the Permit Holder to decide if they wish to pay costs due to weather or lack of planning. This will aid in keeping costs down for all other permit holders that schedule their inspection in a timely manner. (CMS spends a great deal of resources planning and replanning

inspection routes to try and accommodate inspection requests (See Agreement section for further details)).

- Retainer Fees – This fee is to cover Code Consultant Fees, and software. CMS fields a large number of code consulting calls that are not related to a specific or active permit; although they are large in quantity, there are short in nature and difficult to track in a time sheet. The software fee is to cover the cost of a web-based permit management software system.

Accountability

The concerns and/or issues:

- *Unknown or uncommitted timelines*



As part of our accountability improvement measures, CMS is offering an agreement that defines roles and holds us accountable for timelines.

The agreement also addresses a common loophole that adds burden to the Building Official Duties and adds unnecessary costs due to an Applicant not actively working to close out a building permit.

We've reorganized our staff and created a Plans Review Department, as well as adding a senior level administrative manager to oversee our new Customer Service Department. (See Organization Chart Section)

CMS will keep the same phone number and email for Permit Holders, but we will provide a separate email and phone number for our to Jurisdictions to contact Customer Support directly. Customer support has direct access to our CEO and will bring timely resolution to concerns.

Transparency and Efficiency

The concerns and/or issues:

- *Permit issuance takes too long.*
- *Inspection scheduling takes too long.*
- *Permits being issued without checking with other entities (hold points)*
- *No electronic means to transfer plans and/or applications.*
- *No electronic means to schedule inspections.*
- *No electronic means to communicate permit status.*

As part of our transparency and efficiency improvement measures, CMS is breaking apart the Plan Review Permit process into two parts, thereby alerting the applicant to the cost of

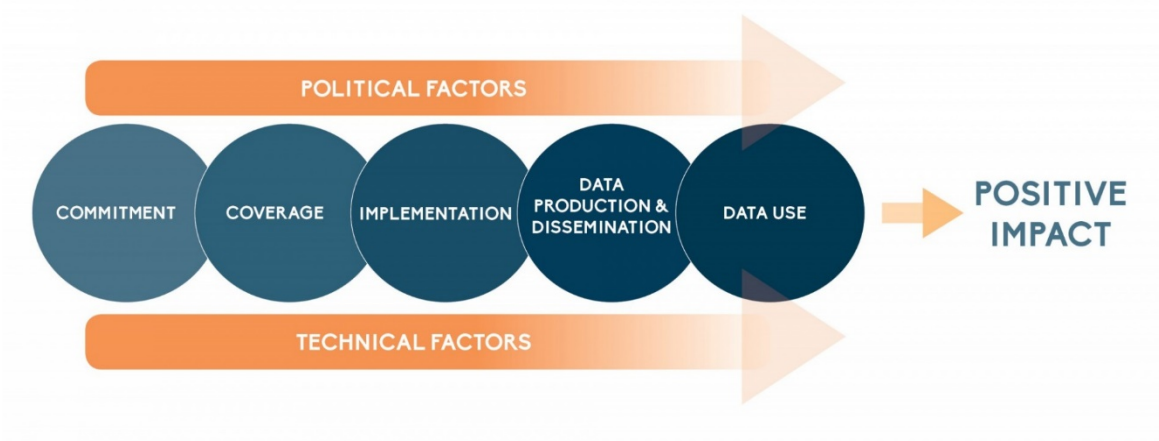
the valued permit before further costs are incurred. (See Agreement Section for more detail).

As stated above we have already initiated training programs internal to the CMS division. We have also already initiated some cross training programs to allow us to shift resources from other parts of the company during peak demands.

CMS is also implementing web-based software that will not only add an enormous amount of efficiency for the Jurisdictions, Applicants, and Permit Holders, but it will also add transparency to exactly what is happening with a permit. To name a few other benefits, the software will:

- Allow applicants to pull and print their own permit from the comfort of their office or living room for flat fee permits (now called Over-The-Counter permits).
- Allow applicants to load their plans electronically into the system for Plan Reviewed Permits.
- Communicate to all interested parties in a timely fashion when an applicant turns in an incomplete application.
- Allow applicants to pay their Fee online (or drop off a check at the Jurisdiction)
- Allow Permit Holders to request an inspection on-line.
- Send copies of any non-passing inspections to interested parties.
- Remind Permit Holders, and other interested parties, the Permit is approaching expiration.
- Create hold Points for other department or expert area sign offs before a permit is issued.

TRANSPARENCY LIFECYCLE



INFLATION IMPACT LETTER – 3.0



A Division of WSE Engineering Services, Ltd
 1765 Restoration Rd SW
 Rochester, MN 55902
 507-282-8206

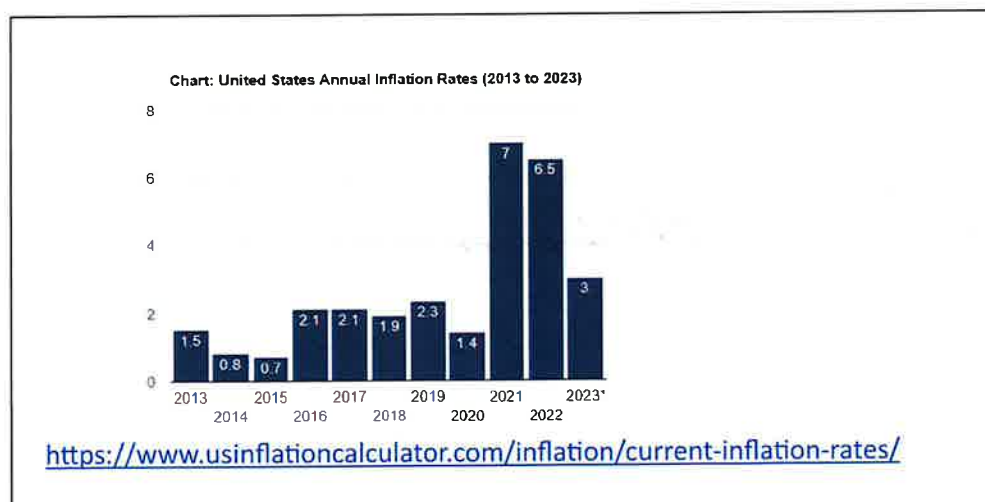
TO: CMS Jurisdictions
 RE: Fee Schedule

Many of you are preparing budgets for next fiscal year and have asked us for our updated fee structure. For the last two years (2022 and 2023) CMS has raised labor rates by 2.5% and 3% respectively, knowing inflation was likely higher than our increased rates. CMS has taken every measure to minimize the impacts of inflation; however, CMS was not insulated from the effects of inflation.

With the benefit of looking backward, we have a better understanding of the magnitude of inflation. Using Jan 2020 as a baseline, CMS has raised their rates 5.58%; while in the same time period (Jan-2020 to Jan-2023) inflation has increased 15.55% ⁽¹⁾, and IRS Mileage rate 13.91%.

Inflation continues to be difficult to predict, but it appears to be cooling (See chart below); however, inflation in the construction industry continues to outpace other sectors of our economy ⁽²⁾. Therefore, it has become necessary to increase our rates to be able to continue to provide competent staff and professionally licensed Building Official's to serve you.

CMS will be raising their labor rates by 10% effective January 1, 2024. See attached Rate Structure Sheet. This will bring CMS's cumulative rate increase to 16% from the baseline of 2020, while in the same time period inflation increased by 19%. ⁽¹⁾



Other references:

¹ <https://www.dol.gov/general/topic/statistics/inflation>

² <https://www.cbre.com/insights/books/2022-us-construction-cost-trends>

 7/20/2023

Tom Wiener, PE Date

CEO/President

Tom@WSE.Engineering

OPTION 1 (Percent of Fee Model) – 4.0

Option 1 - Percent of Fee Agreement - 4.1

Building Inspections Services Agreement

THIS AGREEMENT is made and entered into this ____ day of ____, 20____ by and between Construction Management Services of Rochester, a Division of WSE Engineering Services, Ltd, hereinafter referred to as ("CMS"), and the Jurisdiction of _____, hereinafter referred to as ("the Jurisdiction"), and collectively the Parties.

WHEREAS, the Jurisdiction is desirous of contracting with CMS for the performance of the hereinafter described Building Official functions within its boundaries; and

WHEREAS, CMS is agreeable and desirous of rendering such building inspection services on the terms and the conditions hereinafter set forth.

WHEREAS, CMS and the Jurisdiction mutually agree that the Minnesota Building Code and all corresponding laws, rules and regulations govern this Agreement.

ARTICLE I

Inspection Services

CMS agrees to provide building inspection services within the boundaries of the Jurisdiction to the extent and in the manner hereinafter set forth.

1. Except as otherwise specifically set forth herein, such building inspection services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a Building Official under law. Services shall not include those services that are normally provided by the State of Minnesota such as issuance of electrical permits and electrical inspections or any miscellaneous Jurisdiction Ordinances.
2. The Jurisdiction shall, adopt, or not rescind, the latest Minnesota Building Code.
3. CMS will add language similar to the following in their building permit application. The Jurisdiction shall ensure there is no conflict in their code or ordinance with the following.
 - a. *The term "completed" shall include all work proposed in the approved permit. All building permits issued shall complete construction of the project within one hundred and eighty (180) days after the permit is issued, without additional approval. If at the time of application, the project is anticipated to not be completed within one hundred and eighty (180) days, the applicant shall provide the project's anticipated timeline. CMS may adjust for reasonableness and approve project timelines as part of the permit review process up to five hundred and forty (540) days. Projects anticipated to exceed five hundred and forty (540) days shall seek approval from the Jurisdiction's applicable governing body.*
 - b. *A permit holder may request extensions in increments of one hundred and eighty (180) days. CMS may approve up to two extensions if CMS judges steady and continuous progress is being made. Permit holders requesting more than two extensions shall make an application for a new permit. The new permit application shall state the reason and demonstrate that circumstances were beyond the control of the permit holder.*

4. Under this agreement, the Jurisdiction will receive all applications for the applicable building Permit within the Jurisdiction as required by existing laws, codes and ordinances, and shall forward, or cause to be forwarded, to CMS, who shall examine all such applications which are under Jurisdiction to determine compliance with existing Building Codes.
 - a. CMS offers a web-based software to manage Permit Applications. Fees for this service are listed in Appendix A; and the Jurisdiction may opt out of this service with 60-day notice.
5. CMS shall perform their services in accordance with the generally accepted building inspector practices and principles. The standard of performance, the method of providing building inspection services and other matters incident to the performance of the services under this Agreement shall be determined by CMS.
6. Issuance of Permits is broken into two Permit Types:
 - a. Over-The-Counter Permits (Flat Fee Permits). Over-The-Counter Permits are of the nature that do not require a plan review and only require inspection(s). Over-The-Counter permits are valid the moment the fee is paid.
 - b. Plan Reviewed Permits (Valued Permits). Plan Reviewed Permits are of the nature that require plans and various support documents.
7. CMS shall provide job-site inspections of projects under permits as required by existing laws, codes and ordinances, as well as ensure all such special inspections are performed as deemed necessary in order to ensure compliance with existing laws, and upon completion of each project,
8. CMS may contract with other entities for services as building official, provided such other services do not impair or delay the performance of CMS services provided under this Agreement.
9. CMS will provide plan checking services as necessary in all instances where such plan checking is mandatory by existing Federal or State laws, codes or ordinances.
 - a. CMS will provide a cursory review of all "Plan Reviewed Permit" applications to check for compliance to Jurisdiction codes or ordinances; however, a comprehensive review of Jurisdiction codes or ordinances is beyond the scope of this Agreement. CMS will provide written comments for any found deviations to the Jurisdiction Administrator and work closely with applicable planning and zoning staff prior to issuing a permit. No Permit will be issued that knowingly requires a variance to existing Jurisdiction code or ordinance.
10. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a "Limited Notice to Proceed" for certain elements of work depending on project circumstances and completeness of application. Depending on the circumstances and completeness of the application CMS may require the applicant to sign a notarized affidavit that includes acknowledging risk and responsibility for remedy due to work proceeding prior issuance of Permit.

11. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a “Temporary Certificate of Occupancy” if there is unfinished work, but CMS determines the dwelling has met minimum livable conditions.
12. CMS shall carry out these responsibilities and duties in a timely, appropriate, and respectful manner.
 - a. Issuance of “Plan Reviewed Permit” will be broken into 2 phases.
 - i. Valuation Phase. The Valuation Phase will be completed within 5 calendar days. The Valuation Phase starts after Plan Review Application Fee is paid (See Attachment A); in this review CMS will calculate the Value and Permit Fee, as well as provide comments on any major missing items to complete the application.
 - ii. Technical Review Phase. The Technical Review Phase will be completed within 10 calendar days; CMS will either approve the permit or provide comments. The Technical Review phase starts when the applicant pays the Permit Fees (Plan Review Application Fees are credited to the Permit Fee).
 1. Subsequent Reviews will be completed within 16 business hours. Subsequent reviews start when applicant submits a response and any needed documentation to address all CMS comments.
 - b. For Inspections on Plan Reviewed Permits (Valued Permits) - CMS will provide an inspection within 16 Business Hours of a request for inspection. Inspection Business Hours are M-F 8:30a-4:30pm, excluding major holidays. Applicant subject to additional fee if services required prior to proper notice (See Attachment A)
 - c. For Over-The-Counter Permit inspections, that require the permit holder to provide access to the site, CMS will designate a specific day of the week for your Jurisdiction; Applicant subject to additional fee if services required outside of designated day (See Attachment A). For Over-The-Counter Permit inspections that do not require access to the site, CMS will perform inspections prior to the expiration of the permit (e.g roofing permit).
13. For avoidance of doubt, a delay may occur if:
 - a. The Jurisdiction request CMS perform additional services (Special Project) beyond Plan Review and Inspection Services.
 - b. The State imposes new processes or procedures.
 - c. An occurrence of a nearby natural disaster requiring CMS to prioritize life and safety matters at the location of the disaster.

ARTICLE II

Fees and Charges

The parties hereto further agree that the schedule of fees and charges contained herein shall apply to all permits and services performed under the provisions of this Agreement.

1. The Jurisdiction shall maintain records of all fees and charges collected by the Jurisdiction according to the Schedule of Fees and Charges agreed to by both parties.
2. Fees and charges shall be due and payable upon initial application for permit and shall be collected by the Jurisdiction from the applicant.
3. When CMS requires a plan, or other data, a Plan Review Application Fee, in accordance with Appendix A (Fee Schedule) shall be paid before the review can start. CMS will review the application for completeness and assign a Valuation. The Valuation of the project shall be determined as provided in Section 1300.0160 Subp. 3 of the Minnesota State Building Code.
4. Permit Fees shall be based on the Valuation and calculated in accordance with Appendix A (Fee Schedule). The Total Permit Fee shall then be paid prior to CMS commencing the remainder of the review.
5. In circumstances where the application for permit is reviewed and the applicant withdraws the application, or the permit is denied, CMS will retain the plan review fee; but the remainder of fees may be refunded to the applicant pursuant to the refund policy adopted by the Jurisdiction in accordance with Section 1300.0160 Subp. 9 of the Minnesota State Building Code
6. If work for which a permit is required by the code has been commenced without first obtaining a permit an investigation fee will be added to the Permit Fee in accordance with Section 1300.0160 Subp. 8 of the Minnesota State Building Code. The investigation fee will be billed hourly in accordance with Appendix A (Fee Schedule).
7. The fees and charges listed herein are exclusive of fees and charges required by the State of Minnesota pertaining to electrical permits and inspections.

ARTICLE III

Compensation

1. The Jurisdiction agrees that payment for the Building Inspection Services shall be in accordance with Appendix A (Fee Schedule) and invoiced monthly for the following:
 - a. Special Projects –
 - i. as needed on an hourly rate basis.
 - b. Code Consultant Monthly Retainer Fee –
 - i. based on the number of permits issued in the previous quarter.
 - c. IWorQ's Community Development & Public Works Software Fee –
 - i. based on the population of the Jurisdiction.
 - d. Plan Reviews Fees –
 - i. one hundred percent (100%) of all plan review fees.
 - e. Inspection Fees –
 - i. Eighty percent (80%) of the Permit Fee for all "Over-The-Counter (Flat Fee) Permits", and all "Plan Reviewed Permits (Valued Permits)" over \$1000 in value.
 - ii. One hundred percent (100%) of all "Plan Reviewed Permits (Valued Permits)" under \$1000 in value.
2. The Jurisdiction shall account for and forward to the State of Minnesota all building permit surcharge monies required by law.
3. CMS understands that they are working in the capacity of an independent contractor and must promote and conduct their building inspections in that capacity.
4. Minnesota Statute 466.02 shall govern liability of the Jurisdiction and CMS for any tort claims enumerated therein. Nothing in this section waives the defense of judicial, quasi-judicial, or legislative immunity except to the extent provided by law.

ARTICLE IV

Miscellaneous

1. The Jurisdiction, its officers, agents and employees, will cooperate with and assist CMS in the orderly performance of services listed herein.
2. Each Party hereunder, agrees to mutually indemnify and hold harmless the other Party and shall not be liable to the other, for any intentional or negligent acts of the other and shall not be responsible for damages resulting from the negligent acts of the other, including each Party's agents, officers or employees.
3. Unless terminated as provided for herein, this Agreement shall be effective upon the date specified in this Agreement and shall automatically renew annually on January 1.
4. This Agreement shall be self-renewing for additional one (1) year periods. At the option of the Jurisdiction, this Agreement may be terminated with sixty (60) days written notice to

CMS. Should CMS desire to terminate this Agreement, they shall so notify the Jurisdiction with a sixty (60) day written notice.

5. On or before November 1 of each year, CMS shall review and adjust as necessary the Schedule of Fees and Charges included in Appendix A of this Agreement to insure that such charges and fees are commensurate with the actual costs of providing the service. Any changes to the Schedule of Fees and Charges in Appendix A shall be agreed to by both CMS and the Jurisdiction. No amendment to the Agreement is required to update Appendix A. The Parties shall each execute updated Appendix A, which shall become effective on first day of January of the next year.
6. It is understood that this Agreement contains the entire Agreement between CMS and the Jurisdiction and that no statement, promises, or inducement made by any party hereto, or officer, agent or employee of the Jurisdiction which is not contained in the Written Agreement, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereto.
7. It is expressly understood between the Parties hereto, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain and insure the purpose of this Agreement. Any such Amendment shall be written, signed by both Parties, and attached to the Agreement. As provided above, any such revision, addition or deletion will only apply to the provision revised, added, or deleted and the remainder of this Agreement shall remain in full force and effect.

In witness hereof, the Parties legal signatory authority hereby executes this Agreement.

JURISDICTION OF _____

A MN Municipal Corporation

(Signature)

(Printed or Typed Name)

Its _____ *(Title)*

*Construction Management Services of Rochester,
a Division of WSE Engineering Services, Ltd.*

(Signature)

Tom Wiener

It's CEO/President

Option 1 - Percent of Fee Appendix A (Fee Schedule) - 4.2

APPENDIX A

BUILDING PERMIT FEE SCHEDULE

Page 39 of 118

OVER THE COUNTER PERMIT FEE = Flat Fee

Type of O-T-C Permit	Flat Fee
Manufactured Home	\$220.00
Demolition	\$175.00
Windows/Doors*	\$125.00
All others	\$100.00
Reinspection Fee - (If Special Trip is needed)	\$80.00

*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee (See Other Fees)

PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Escrow)

Plan Review Fee Calculation

Plan Review Application Fee*	\$150.00
Plan Review Fee	65% of Permit Fee.

*The Plan Review Application Fee will be applied toward Plan Review Fee if a Permit is issued.

Valued Permit Fee

Permit Valuation*	Permit Fee Calculation**	Escrow = % x Permit Fee
\$1-999	\$55.00	
\$1000 - \$4,999	\$55.00 + \$20.00 /\$1000 x for each \$1000 >\$1,000	50%
\$5,000 - \$19,999	\$121.00 + \$6.00 /\$1000 x for each \$1000 >\$5,000	50%
\$20,000 - \$99,999	\$216.00 + \$5.00 /\$1000 x for each \$1000 >\$20,000	50%
\$100,000 - \$249,999	\$614.75 + \$3.75 /\$1000 x for each \$1000 >\$100,000	25%
\$250,000 - \$499,999	\$1,176.75 + \$3.65 /\$1000 x for each \$1000 >\$250,000	25%
\$500,000 - \$749,999	\$2,088.50 + \$3.50 /\$1000 x for each \$1000 >\$500,000	25%
\$750,000 - \$999,999	\$2,962.25 + \$3.25 /\$1000 x for each \$1000 >\$750,000	25%
\$1,000,000 - \$1,999,999	\$3,774.50 + \$3.20 /\$1000 x for each \$1000 >\$1,000,000	25%
\$2,000,000 - \$4,999,999	\$6,950.75 + \$2.25 /\$1000 x for each \$1000 >\$2,000,000	25%
\$5,000,000 - \$9,999,999	\$13,695.75 + \$2.20 /\$1000 x for each \$1000 >\$5,000,000	25%
\$10,000,000 and over	\$24,695.75 + \$2.20 /\$1000 x for each \$1000 >\$10,000,000	25%

** An additional \$35 Mechanical and/or Plumbing Fee will be added to applicable Permits

State Surcharge per Minnesota Statute 326B.148

Permit Valuation*	State Surcharge Fee Calculation
\$0 - \$1,000,000	\$5/\$10000 x the valuation
\$1,000,001 - \$2,000,000	\$500 + \$4/\$10000 x value between \$1,000,000 & \$2,000,000)
\$2,000,001 - \$3,000,000	\$900 + \$3/\$10000 x value between \$2,000,000 & \$3,000,000)
\$3,000,001 - \$4,000,000	\$1200 + \$2/\$10000 x value between \$3,000,000 & \$4,000,000)
\$4,000,001 - \$5,000,000	\$1400 + \$1/\$10000 x value between \$4,000,000 & \$5,000,000)
Greater than \$5,000,000	\$1500 + \$0.50/10000 x value that exceeds \$5,000,000)

*Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

Other Fees

Permit Holder to pay CMS directly for:	
\$20.00	Less than 16 business hours notice
\$80.00	Less than 12 business hours notice
\$200.00	(Same day) Less than 8 business hours or Saturday
\$100.00	Reinspect Fee (If special trip)
\$0.25/page	Print/Copy plans submitted electronically 11x17 or smaller
\$5/page	Print/Copy large plans (plot size) submitted electronically

Special Projects and Retainer Fees

Hourly Rates for Special Projects

\$65.78/hr	Certified Building Official
\$65.78/hr	Building Official Consultant
\$65.10/hr	Field Inspector
\$43.14/hr	Clerical/Secretarial
IRS rate	Mileage
At Cost	Other Expenses

Retainer Fees

<u># of permits previous quarter</u>	<u>Code Consultant Retainer Fee</u>
0-10	\$25/mo
11-25	\$50/mo
26-50	\$75/mo
51-75	\$100/mo
100+	\$100/mo+\$25 for each 25 increment
<u>Population</u>	<u>IWorQ's Community Development & Public Works Software Fee</u>
1-1000	\$100/mo
1001-2000	\$150/mo
2001-3000	\$185/mo
3001-4000	\$200/mo
4000+	\$250/mo

Option 1

Exhibit (Fee Calculation Example) - 4.3

Valuation	2024 Permit fee	2024 CMS Plan Review Fee	2024 State Surcharge	2024 Total Permit
\$1,000.00	\$55.00	\$36.00	\$0.50	\$91.50
\$2,000.00	\$75.00	\$49.00	\$1.00	\$125.00
\$3,000.00	\$95.00	\$62.00	\$1.50	\$158.50
\$4,000.00	\$115.00	\$75.00	\$2.00	\$192.00
\$5,000.00	\$121.00	\$79.00	\$2.50	\$202.50
\$6,000.00	\$133.00	\$87.00	\$3.00	\$223.00
\$7,000.00	\$139.00	\$91.00	\$3.50	\$233.50
\$8,000.00	\$145.00	\$95.00	\$4.00	\$244.00
\$9,000.00	\$151.00	\$99.00	\$4.50	\$254.50
\$10,000.00	\$157.00	\$103.00	\$5.00	\$265.00
\$11,000.00	\$163.00	\$106.00	\$5.50	\$274.50
\$12,000.00	\$169.00	\$110.00	\$6.00	\$285.00
\$13,000.00	\$175.00	\$114.00	\$6.50	\$295.50
\$14,000.00	\$181.00	\$118.00	\$7.00	\$306.00
\$15,000.00	\$187.00	\$122.00	\$7.50	\$316.50
\$16,000.00	\$193.00	\$126.00	\$8.00	\$327.00
\$17,000.00	\$199.00	\$130.00	\$8.50	\$337.50
\$18,000.00	\$205.00	\$134.00	\$9.00	\$348.00
\$19,000.00	\$211.00	\$138.00	\$9.50	\$358.50
\$20,000.00	\$216.00	\$141.00	\$10.00	\$367.00
\$21,000.00	\$221.00	\$144.00	\$10.50	\$375.50
\$22,000.00	\$226.00	\$147.00	\$11.00	\$384.00
\$23,000.00	\$231.00	\$151.00	\$11.50	\$393.50
\$24,000.00	\$236.00	\$154.00	\$12.00	\$402.00
\$25,000.00	\$241.00	\$157.00	\$12.50	\$410.50
\$26,000.00	\$246.00	\$160.00	\$13.00	\$419.00
\$27,000.00	\$251.00	\$164.00	\$13.50	\$428.50
\$28,000.00	\$256.00	\$167.00	\$14.00	\$437.00
\$29,000.00	\$261.00	\$170.00	\$14.50	\$445.50
\$30,000.00	\$266.00	\$173.00	\$15.00	\$454.00
\$31,000.00	\$271.00	\$177.00	\$15.50	\$463.50
\$32,000.00	\$276.00	\$180.00	\$16.00	\$472.00
\$33,000.00	\$281.00	\$183.00	\$16.50	\$480.50
\$34,000.00	\$286.00	\$186.00	\$17.00	\$489.00
\$35,000.00	\$291.00	\$190.00	\$17.50	\$498.50
\$36,000.00	\$296.00	\$193.00	\$18.00	\$507.00
\$37,000.00	\$301.00	\$196.00	\$18.50	\$515.50
\$38,000.00	\$306.00	\$199.00	\$19.00	\$524.00
\$39,000.00	\$311.00	\$203.00	\$19.50	\$533.50
\$40,000.00	\$316.00	\$206.00	\$20.00	\$542.00
\$41,000.00	\$321.00	\$209.00	\$20.50	\$550.50
\$42,000.00	\$326.00	\$212.00	\$21.00	\$559.00
\$43,000.00	\$331.00	\$216.00	\$21.50	\$568.50
\$44,000.00	\$336.00	\$219.00	\$22.00	\$577.00
\$45,000.00	\$341.00	\$222.00	\$22.50	\$585.50
\$46,000.00	\$346.00	\$225.00	\$23.00	\$594.00
\$47,000.00	\$351.00	\$229.00	\$23.50	\$603.50
\$48,000.00	\$356.00	\$232.00	\$24.00	\$612.00
\$49,000.00	\$361.00	\$235.00	\$24.50	\$620.50
\$50,000.00	\$366.00	\$238.00	\$25.00	\$629.00
\$51,000.00	\$371.00	\$242.00	\$25.50	\$638.50
\$52,000.00	\$376.00	\$245.00	\$26.00	\$647.00
\$53,000.00	\$381.00	\$248.00	\$26.50	\$655.50
\$54,000.00	\$386.00	\$251.00	\$27.00	\$664.00
\$55,000.00	\$391.00	\$255.00	\$27.50	\$673.50
\$56,000.00	\$396.00	\$258.00	\$28.00	\$682.00
\$57,000.00	\$401.00	\$261.00	\$28.50	\$690.50
\$58,000.00	\$406.00	\$264.00	\$29.00	\$699.00
\$59,000.00	\$411.00	\$268.00	\$29.50	\$708.50
\$60,000.00	\$416.00	\$271.00	\$30.00	\$717.00
\$61,000.00	\$421.00	\$274.00	\$30.50	\$725.50
\$62,000.00	\$426.00	\$277.00	\$31.00	\$734.00
\$63,000.00	\$431.00	\$281.00	\$31.50	\$743.50
\$64,000.00	\$436.00	\$284.00	\$32.00	\$752.00
\$65,000.00	\$441.00	\$287.00	\$32.50	\$760.50
\$66,000.00	\$446.00	\$290.00	\$33.00	\$769.00
\$67,000.00	\$451.00	\$294.00	\$33.50	\$778.50
\$68,000.00	\$456.00	\$297.00	\$34.00	\$787.00

Valuation	2024 Permit fee	2024 CMS Plan Review Fee	2024 State Surcharge	2024 Total Permit	Page 44 of 118
\$69,000.00	\$461.00	\$300.00	\$34.50	\$795.50	
\$70,000.00	\$466.00	\$303.00	\$35.00	\$804.00	
\$71,000.00	\$471.00	\$307.00	\$35.50	\$813.50	
\$72,000.00	\$476.00	\$310.00	\$36.00	\$822.00	
\$73,000.00	\$481.00	\$313.00	\$36.50	\$830.50	
\$74,000.00	\$486.00	\$316.00	\$37.00	\$839.00	
\$75,000.00	\$491.00	\$320.00	\$37.50	\$848.50	
\$76,000.00	\$496.00	\$323.00	\$38.00	\$857.00	
\$77,000.00	\$501.00	\$326.00	\$38.50	\$865.50	
\$78,000.00	\$506.00	\$329.00	\$39.00	\$874.00	
\$79,000.00	\$511.00	\$333.00	\$39.50	\$883.50	
\$80,000.00	\$516.00	\$336.00	\$40.00	\$892.00	
\$81,000.00	\$521.00	\$339.00	\$40.50	\$900.50	
\$82,000.00	\$526.00	\$342.00	\$41.00	\$909.00	
\$83,000.00	\$531.00	\$346.00	\$41.50	\$918.50	
\$84,000.00	\$536.00	\$349.00	\$42.00	\$927.00	
\$85,000.00	\$541.00	\$352.00	\$42.50	\$935.50	
\$86,000.00	\$546.00	\$355.00	\$43.00	\$944.00	
\$87,000.00	\$551.00	\$359.00	\$43.50	\$953.50	
\$88,000.00	\$556.00	\$362.00	\$44.00	\$962.00	
\$89,000.00	\$561.00	\$365.00	\$44.50	\$970.50	
\$90,000.00	\$566.00	\$368.00	\$45.00	\$979.00	
\$91,000.00	\$571.00	\$372.00	\$45.50	\$988.50	
\$92,000.00	\$576.00	\$375.00	\$46.00	\$997.00	
\$93,000.00	\$581.00	\$378.00	\$46.50	\$1,005.50	
\$94,000.00	\$586.00	\$381.00	\$47.00	\$1,014.00	
\$95,000.00	\$591.00	\$385.00	\$47.50	\$1,023.50	
\$96,000.00	\$596.00	\$388.00	\$48.00	\$1,032.00	
\$97,000.00	\$601.00	\$391.00	\$48.50	\$1,040.50	
\$98,000.00	\$606.00	\$394.00	\$49.00	\$1,049.00	
\$99,000.00	\$611.00	\$398.00	\$49.50	\$1,058.50	
\$100,000.00	\$614.75	\$400.00	\$50.00	\$1,064.75	
\$250,000.00	\$1,176.75	\$765.00	\$125.00	\$2,066.75	
\$500,000.00	\$2,088.50	\$1,358.00	\$250.00	\$3,696.50	
\$750,000.00	\$2,962.25	\$1,926.00	\$375.00	\$5,263.25	
\$1,000,000.00	\$3,774.50	\$2,454.00	\$500.00	\$6,728.50	
\$2,000,000.00	\$6,950.75	\$4,518.00	\$900.00	\$12,368.75	
\$3,000,000.00	\$9,200.75	\$5,981.00	\$1,200.00	\$16,381.75	
\$4,000,000.00	\$11,450.75	\$7,443.00	\$1,400.00	\$20,293.75	
\$5,000,000.00	\$13,695.75	\$8,903.00	\$1,500.00	\$24,098.75	
\$10,000,000.00	\$24,695.75	\$16,053.00	\$1,750.00	\$42,498.75	
\$20,000,000.00	\$46,695.75	\$30,352.24	\$2,250.00	\$79,297.99	

APPENDIX A BUILDING PERMIT FEE SCHEDULE

OVER THE COUNTER PERMIT FEE = Flat Fee	
Type of O-T-C Permit	Flat Fee
Manufactured Home	\$220.00
Demolition	\$175.00
Windows/Doors*	\$125.00
All others	\$100.00
Reinspection Fee - (If Special Trip is needed)	\$80.00

*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee (See Other Fees)

OPTION 2 (Lump Sum Model) – 5.0

Option 2 - Lump Sum Agreement - 5.1

Building Inspections Services Agreement

THIS AGREEMENT is made and entered into this ____ day of ____, 20____ by and between Construction Management Services of Rochester, a Division of WSE Engineering Services, Ltd, hereinafter referred to as ("CMS"), and the Jurisdiction of _____, hereinafter referred to as ("the Jurisdiction"), and collectively the Parties.

WHEREAS, the Jurisdiction is desirous of contracting with CMS for the performance of the hereinafter described Building Official functions within its boundaries; and

WHEREAS, CMS is agreeable and desirous of rendering such building inspection services on the terms and the conditions hereinafter set forth.

WHEREAS, CMS and the Jurisdiction mutually agree that the Minnesota Building Code and all corresponding laws, rules and regulations govern this Agreement.

ARTICLE I

Inspection Services

CMS agrees to provide building inspection services within the boundaries of the Jurisdiction to the extent and in the manner hereinafter set forth.

1. Except as otherwise specifically set forth herein, such building inspection services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a Building Official under law. Services shall not include those services that are normally provided by the State of Minnesota such as issuance of electrical permits and electrical inspections or any miscellaneous Jurisdiction Ordinances.
2. The Jurisdiction shall, adopt, or not rescind, the latest Minnesota Building Code.
3. CMS will add language similar to the following in their building permit application. The Jurisdiction shall ensure there is no conflict in their code or ordinance with the following.
 - a. *The term "completed" shall include all work proposed in the approved permit. All building permits issued shall complete construction of the project within one hundred and eighty (180) days after the permit is issued, without additional approval. If at the time of application, the project is anticipated to not be completed within one hundred and eighty (180) days, the applicant shall provide the project's anticipated timeline. CMS may adjust for reasonableness and approve project timelines as part of the permit review process up to five hundred and forty (540) days. Projects anticipated to exceed five hundred and forty (540) days shall seek approval from the Jurisdiction's applicable governing body.*
 - b. *A permit holder may request extensions in increments of one hundred and eighty (180) days. CMS may approve up to two extensions if CMS judges steady and continuous progress is being made. Permit holders requesting more than two extensions shall make an application for a new permit. The new permit application shall state the reason and demonstrate that circumstances were beyond the control of the permit holder.*

4. Under this agreement, the Jurisdiction will receive all applications for the applicable building Permit within the Jurisdiction as required by existing laws, codes and ordinances, and shall forward, or cause to be forwarded, to CMS, who shall examine all such applications which are under Jurisdiction to determine compliance with existing Building Codes.
 - a. CMS offers a web-based software to manage Permit Applications. Fees for this service are listed in Appendix A; and the Jurisdiction may opt out of this service with 60-day notice.
5. CMS shall perform their services in accordance with the generally accepted building inspector practices and principles. The standard of performance, the method of providing building inspection services and other matters incident to the performance of the services under this Agreement shall be determined by CMS.
6. Issuance of Permits is broken into two Permit Types:
 - a. Over-The-Counter Permits (Flat Fee Permits). Over-The-Counter Permits are of the nature that do not require a plan review and only require inspection(s). Over-The-Counter permits are valid the moment the fee is paid.
 - b. Plan Reviewed Permits (Valued Permits). Plan Reviewed Permits are of the nature that require plans and various support documents.
7. CMS shall provide job-site inspections of projects under permits as required by existing laws, codes and ordinances, as well as ensure all such special inspections are performed as deemed necessary in order to ensure compliance with existing laws, and upon completion of each project,
8. CMS may contract with other entities for services as building official, provided such other services do not impair or delay the performance of CMS services provided under this Agreement.
9. CMS will provide plan checking services as necessary in all instances where such plan checking is mandatory by existing Federal or State laws, codes or ordinances.
 - a. CMS will provide a cursory review of all "Plan Reviewed Permit" applications to check for compliance to Jurisdiction codes or ordinances; however, a comprehensive review of Jurisdiction codes or ordinances is beyond the scope of this Agreement. CMS will provide written comments for any found deviations to the Jurisdiction Administrator and work closely with applicable planning and zoning staff prior to issuing a permit. No Permit will be issued that knowingly requires a variance to existing Jurisdiction code or ordinance.
10. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a "Limited Notice to Proceed" for certain elements of work depending on project circumstances and completeness of application. Depending on the circumstances and completeness of the application CMS may require the applicant to sign a notarized affidavit that includes acknowledging risk and responsibility for remedy due to work proceeding prior issuance of Permit.

11. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a “Temporary Certificate of Occupancy” if there is unfinished work, but CMS determines the dwelling has met minimum livable conditions.
12. CMS shall carry out these responsibilities and duties in a timely, appropriate, and respectful manner.
 - a. Issuance of “Plan Reviewed Permit” will be broken into 2 phases.
 - i. Valuation Phase. The Valuation Phase will be completed within 5 calendar days. The Valuation Phase starts after Plan Review Application Fee is paid (See Attachment A); in this review CMS will calculate the Value and Permit Fee, as well as provide comments on any major missing items to complete the application.
 - ii. Technical Review Phase. The Technical Review Phase will be completed within 10 calendar days; CMS will either approve the permit or provide comments. The Technical Review phase starts when the applicant pays the Permit Fees (Plan Review Application Fees are credited to the Permit Fee).
 1. Subsequent Reviews will be completed within 16 business hours. Subsequent reviews start when applicant submits a response and any needed documentation to address all CMS comments.
 - b. For Inspections on Plan Reviewed Permits (Valued Permits) - CMS will provide an inspection within 16 Business Hours of a request for inspection. Inspection Business Hours are M-F 8:30a-4:30pm, excluding major holidays. Applicant subject to additional fee if services required prior to proper notice (See Attachment A)
 - c. For Over-The-Counter Permit inspections, that require the permit holder to provide access to the site, CMS will designate a specific day of the week for your Jurisdiction; Applicant subject to additional fee if services required outside of designated day (See Attachment A). For Over-The-Counter Permit inspections that do not require access to the site, CMS will perform inspections prior to the expiration of the permit (e.g roofing permit).
13. For avoidance of doubt, a delay may occur if:
 - a. The Jurisdiction request CMS perform additional services (Special Project) beyond Plan Review and Inspection Services.
 - b. The State imposes new processes or procedures.
 - c. An occurrence of a nearby natural disaster requiring CMS to prioritize life and safety matters at the location of the disaster.

ARTICLE II

Fees and Charges

The parties hereto further agree that the schedule of fees and charges contained herein shall apply to all permits and services performed under the provisions of this Agreement.

1. The Jurisdiction shall maintain records of all fees and charges collected by the Jurisdiction according to the Schedule of Fees and Charges agreed to by both parties.
2. Fees and charges shall be due and payable upon initial application for permit and shall be collected by the Jurisdiction from the applicant, or paid in IworQs..
3. When CMS requires a plan, or other data, a Plan Review Application Fee, in accordance with Appendix A (Fee Schedule) shall be paid before the review can start. CMS will review the application for completeness and assign a Valuation. The Valuation of the project shall be determined as provided in Section 1300.0160 Subp. 3 of the Minnesota State Building Code.
4. Compensation to CMS shall be based on the Fee Calculation in accordance with Appendix A (Fee Schedule). However, Permit Fees shall be determined by the Jurisdiction.
5. In circumstances where the application for permit is reviewed and the applicant withdraws the application, or the permit is denied, CMS will retain the plan review fee; but the remainder of fees may be refunded to the applicant pursuant to the refund policy adopted by the Jurisdiction in accordance with Section 1300.0160 Subp. 9 of the Minnesota State Building Code
6. If work for which a permit is required by the code has been commenced without first obtaining a permit an investigation fee will be added to the Permit Fee in accordance with Section 1300.0160 Subp. 8 of the Minnesota State Building Code. The investigation fee will be billed hourly in accordance with Appendix A (Fee Schedule).
7. The fees and charges listed herein are exclusive of fees and charges required by the State of Minnesota pertaining to electrical permits and inspections.

ARTICLE III

Compensation

1. The Jurisdiction agrees that payment for the Building Inspection Services shall be in accordance with Appendix A (Fee Schedule) and invoiced monthly for the following:
 - a. Special Projects –
 - i. as needed on an hourly rate basis.
 - b. Code Consultant Monthly Retainer Fee –
 - i. based on the number of permits issued in the previous quarter.
 - c. IWorQ's Community Development & Public Works Software Fee –
 - i. based on the population of the Jurisdiction.
 - d. Plan Reviews Fees – Based on Appendix A Fees
 - i. One hundred percent (100%) of calculated plan review fees.
 - e. Inspection Fees – Based on Appendix A Fees
 - i. Eighty percent (80%) of the Permit Fee for all "Over-The-Counter (Flat Fee) Permits", and all "Plan Reviewed Permits (Valued Permits)" over \$1000 in value.
 - ii. One hundred percent (100%) of all "Plan Reviewed Permits (Valued Permits)" under \$1000 in value.
2. The Jurisdiction shall account for and forward to the State of Minnesota all building permit surcharge monies required by law.
3. CMS understands that they are working in the capacity of an independent contractor and must promote and conduct their building inspections in that capacity.
4. Minnesota Statute 466.02 shall govern liability of the Jurisdiction and CMS for any tort claims enumerated therein. Nothing in this section waives the defense of judicial, quasi-judicial, or legislative immunity except to the extent provided by law.

ARTICLE IV

Miscellaneous

1. The Jurisdiction, its officers, agents and employees, will cooperate with and assist CMS in the orderly performance of services listed herein.
2. Each Party hereunder, agrees to mutually indemnify and hold harmless the other Party and shall not be liable to the other, for any intentional or negligent acts of the other and shall not be responsible for damages resulting from the negligent acts of the other, including each Party's agents, officers or employees.
3. Unless terminated as provided for herein, this Agreement shall be effective upon the date specified in this Agreement and shall automatically renew annually on January 1.
4. This Agreement shall be self-renewing for additional one (1) year periods. At the option of the Jurisdiction, this Agreement may be terminated with sixty (60) days written notice to

CMS. Should CMS desire to terminate this Agreement, they shall so notify the Jurisdiction with a sixty (60) day written notice.

5. On or before November 1 of each year, CMS shall review and adjust as necessary the Schedule of Fees and Charges included in Appendix A of this Agreement to insure that such charges and fees are commensurate with the actual costs of providing the service. Any changes to the Schedule of Fees and Charges in Appendix A shall be agreed to by both CMS and the Jurisdiction. No amendment to the Agreement is required to update Appendix A. The Parties shall each execute updated Appendix A, which shall become effective on first day of January of the next year.
6. It is understood that this Agreement contains the entire Agreement between CMS and the Jurisdiction and that no statement, promises, or inducement made by any party hereto, or officer, agent or employee of the Jurisdiction which is not contained in the Written Agreement, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereto.
7. It is expressly understood between the Parties hereto, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain and insure the purpose of this Agreement. Any such Amendment shall be written, signed by both Parties, and attached to the Agreement. As provided above, any such revision, addition or deletion will only apply to the provision revised, added, or deleted and the remainder of this Agreement shall remain in full force and effect.

In witness hereof, the Parties legal signatory authority hereby executes this Agreement.

*JURISDICTION OF _____
A MN Municipal Corporation*

_____ *(Signature)*

_____ *(Printed or Typed Name)*

Its _____ (Title)

*Construction Management Services of Rochester,
a Division of WSE Engineering Services, Ltd.*

_____ *(Signature)*

Tom Wiener

It's CEO/President

Option 2 - Lump Sum Appendix A (Fee Schedule) - 5.2

APPENDIX A

BUILDING PERMIT FEE SCHEDULE

Page 59 of 118

OVER THE COUNTER PERMIT FEE = Flat Fee

Type of O-T-C Permit	Flat Fee
Manufactured Home	\$220.00
Demolition	\$175.00
Windows/Doors*	\$125.00
All others	\$100.00
Reinspection Fee - (If Special Trip is needed)	\$80.00

*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee (See Other Fees)

PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Escrow)

Plan Review Fee Calculation

Plan Review Application Fee*	\$150.00	Lump Sum Based on this Permit Fee, but Permit Fee is set by Jurisdiction
Plan Review Fee	65% of Permit Fee.	

*The Plan Review Application Fee will be applied toward Plan Review Fee if a Permit is issued

Valued Permit Fee

Permit Valuation*	Permit Fee Calculation**		Escrow = % x Permit Fee
\$1-999	\$55.00		
\$1000 - \$4,999	\$55.00 +	\$20.00 /\$1000 x for each \$1000 >\$1,000	50%
\$5,000 - \$19,999	\$121.00 +	\$6.00 /\$1000 x for each \$1000 >\$5,000	50%
\$20,000 - \$99,999	\$216.00 +	\$5.00 /\$1000 x for each \$1000 >\$20,000	50%
\$100,000 - \$249,999	\$614.75 +	\$3.75 /\$1000 x for each \$1000 >\$100,000	25%
\$250,000 - \$499,999	\$1,176.75 +	\$3.65 /\$1000 x for each \$1000 >\$250,000	25%
\$500,000 - \$749,999	\$2,088.50 +	\$3.50 /\$1000 x for each \$1000 >\$500,000	25%
\$750,000 - \$999,999	\$2,962.25 +	\$3.25 /\$1000 x for each \$1000 >\$750,000	25%
\$1,000,000 - \$1,999,999	\$3,774.50 +	\$3.20 /\$1000 x for each \$1000 >\$1,000,000	25%
\$2,000,000 - \$4,999,999	\$6,950.75 +	\$2.25 /\$1000 x for each \$1000 >\$2,000,000	25%
\$5,000,000 - \$9,999,999	\$13,695.75 +	\$2.20 /\$1000 x for each \$1000 >\$5,000,000	25%
\$10,000,000 and over	\$24,695.75 +	\$2.20 /\$1000 x for each \$1000 >\$10,000,000	25%

** An additional \$35 Mechanical and/or Plumbing Fee will be added to applicable Permits

State Surcharge per Minnesota Statute 326B.148

Permit Valuation*	State Surcharge Fee Calculation
\$0 - \$1,000,000	\$5/\$10000 x the valuation
\$1,000,001 - \$2,000,000	\$500 + \$4/\$10000 x value between \$1,000,000 & \$2,000,000)
\$2,000,001 - \$3,000,000	\$900 + \$3/\$10000 x value between \$2,000,000 & \$3,000,000)
\$3,000,001 - \$4,000,000	\$1200 + \$2/\$10000 x value between \$3,000,000 & \$4,000,000)
\$4,000,001 - \$5,000,000	\$1400 + \$1/\$10000 x value between \$4,000,000 & \$5,000,000)
Greater than \$5,000,000	\$1500 + \$0.50/10000 x value that exceeds \$5,000,000)

*Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

Other Fees

Permit Holder to pay CMS directly for:

\$20.00	Less than 16 business hours notice
\$80.00	Less than 12 business hours notice
\$200.00	(Same day) Less than 8 business hours or Saturday
\$100.00	Reinspect Fee (If special trip)
\$0.25/page	Print/Copy plans submitted electronically 11x17 or smaller
\$5/page	Print/Copy large plans (plot size) submitted electronically

Special Projects and Retainer Fees

Hourly Rates for Special Projects

\$65.78/hr	Certified Building Official
\$65.78/hr	Building Official Consultant
\$65.10/hr	Field Inspector
\$43.14/hr	Clerical/Secretarial
IRS rate	Mileage
At Cost	Other Expenses

Retainer Fees

<u># of permits previous quarter</u>	<u>Code Consultant Retainer Fee</u>
0-10	\$25/mo
11-25	\$50/mo
26-50	\$75/mo
51-75	\$100/mo
100+	\$100/mo+\$25 for each 25 increment
<u>Population</u>	<u>IWorQ's Community Development & Public Works Software Fee</u>
1-1000	\$100/mo
1001-2000	\$150/mo
2001-3000	\$185/mo
3001-4000	\$200/mo
4000+	\$250/mo

Option 2 - Lump Sum Exhibit (Lump Sum Calculation Example) - 5.3

Valuation	2024 CMS Lump Sum Inspection Fee	2024 CMS Lump Sum Plab Review Fee	2024 CMS Combined Inspect and Review Fee
\$1,000.00	\$55.00	\$36.00	\$91.00
\$2,000.00	\$60.00	\$49.00	\$109.00
\$3,000.00	\$76.00	\$62.00	\$138.00
\$4,000.00	\$92.00	\$75.00	\$167.00
\$5,000.00	\$96.80	\$79.00	\$175.80
\$6,000.00	\$106.40	\$87.00	\$193.40
\$7,000.00	\$111.20	\$91.00	\$202.20
\$8,000.00	\$116.00	\$95.00	\$211.00
\$9,000.00	\$120.80	\$99.00	\$219.80
\$10,000.00	\$125.60	\$103.00	\$228.60
\$11,000.00	\$130.40	\$106.00	\$236.40
\$12,000.00	\$135.20	\$110.00	\$245.20
\$13,000.00	\$140.00	\$114.00	\$254.00
\$14,000.00	\$144.80	\$118.00	\$262.80
\$15,000.00	\$149.60	\$122.00	\$271.60
\$16,000.00	\$154.40	\$126.00	\$280.40
\$17,000.00	\$159.20	\$130.00	\$289.20
\$18,000.00	\$164.00	\$134.00	\$298.00
\$19,000.00	\$168.80	\$138.00	\$306.80
\$20,000.00	\$172.80	\$141.00	\$313.80
\$21,000.00	\$176.80	\$144.00	\$320.80
\$22,000.00	\$180.80	\$147.00	\$327.80
\$23,000.00	\$184.80	\$151.00	\$335.80
\$24,000.00	\$188.80	\$154.00	\$342.80
\$25,000.00	\$192.80	\$157.00	\$349.80
\$26,000.00	\$196.80	\$160.00	\$356.80
\$27,000.00	\$200.80	\$164.00	\$364.80
\$28,000.00	\$204.80	\$167.00	\$371.80
\$29,000.00	\$208.80	\$170.00	\$378.80
\$30,000.00	\$212.80	\$173.00	\$385.80
\$31,000.00	\$216.80	\$177.00	\$393.80
\$32,000.00	\$220.80	\$180.00	\$400.80
\$33,000.00	\$224.80	\$183.00	\$407.80
\$34,000.00	\$228.80	\$186.00	\$414.80
\$35,000.00	\$232.80	\$190.00	\$422.80
\$36,000.00	\$236.80	\$193.00	\$429.80
\$37,000.00	\$240.80	\$196.00	\$436.80
\$38,000.00	\$244.80	\$199.00	\$443.80
\$39,000.00	\$248.80	\$203.00	\$451.80
\$40,000.00	\$252.80	\$206.00	\$458.80
\$41,000.00	\$256.80	\$209.00	\$465.80
\$42,000.00	\$260.80	\$212.00	\$472.80
\$43,000.00	\$264.80	\$216.00	\$480.80
\$44,000.00	\$268.80	\$219.00	\$487.80
\$45,000.00	\$272.80	\$222.00	\$494.80
\$46,000.00	\$276.80	\$225.00	\$501.80
\$47,000.00	\$280.80	\$229.00	\$509.80
\$48,000.00	\$284.80	\$232.00	\$516.80
\$49,000.00	\$288.80	\$235.00	\$523.80
\$50,000.00	\$292.80	\$238.00	\$530.80
\$51,000.00	\$296.80	\$242.00	\$538.80
\$52,000.00	\$300.80	\$245.00	\$545.80
\$53,000.00	\$304.80	\$248.00	\$552.80
\$54,000.00	\$308.80	\$251.00	\$559.80
\$55,000.00	\$312.80	\$255.00	\$567.80
\$56,000.00	\$316.80	\$258.00	\$574.80
\$57,000.00	\$320.80	\$261.00	\$581.80
\$58,000.00	\$324.80	\$264.00	\$588.80
\$59,000.00	\$328.80	\$268.00	\$596.80

\$60,000.00	\$332.80	\$271.00	\$603.80
\$61,000.00	\$336.80	\$274.00	\$610.80
\$62,000.00	\$340.80	\$277.00	\$617.80
\$63,000.00	\$344.80	\$281.00	\$625.80
\$64,000.00	\$348.80	\$284.00	\$632.80
\$65,000.00	\$352.80	\$287.00	\$639.80
\$66,000.00	\$356.80	\$290.00	\$646.80
\$67,000.00	\$360.80	\$294.00	\$654.80
\$68,000.00	\$364.80	\$297.00	\$661.80
\$69,000.00	\$368.80	\$300.00	\$668.80
\$70,000.00	\$372.80	\$303.00	\$675.80
\$71,000.00	\$376.80	\$307.00	\$683.80
\$72,000.00	\$380.80	\$310.00	\$690.80
\$73,000.00	\$384.80	\$313.00	\$697.80
\$74,000.00	\$388.80	\$316.00	\$704.80
\$75,000.00	\$392.80	\$320.00	\$712.80
\$76,000.00	\$396.80	\$323.00	\$719.80
\$77,000.00	\$400.80	\$326.00	\$726.80
\$78,000.00	\$404.80	\$329.00	\$733.80
\$79,000.00	\$408.80	\$333.00	\$741.80
\$80,000.00	\$412.80	\$336.00	\$748.80
\$81,000.00	\$416.80	\$339.00	\$755.80
\$82,000.00	\$420.80	\$342.00	\$762.80
\$83,000.00	\$424.80	\$346.00	\$770.80
\$84,000.00	\$428.80	\$349.00	\$777.80
\$85,000.00	\$432.80	\$352.00	\$784.80
\$86,000.00	\$436.80	\$355.00	\$791.80
\$87,000.00	\$440.80	\$359.00	\$799.80
\$88,000.00	\$444.80	\$362.00	\$806.80
\$89,000.00	\$448.80	\$365.00	\$813.80
\$90,000.00	\$452.80	\$368.00	\$820.80
\$91,000.00	\$456.80	\$372.00	\$828.80
\$92,000.00	\$460.80	\$375.00	\$835.80
\$93,000.00	\$464.80	\$378.00	\$842.80
\$94,000.00	\$468.80	\$381.00	\$849.80
\$95,000.00	\$472.80	\$385.00	\$857.80
\$96,000.00	\$476.80	\$388.00	\$864.80
\$97,000.00	\$480.80	\$391.00	\$871.80
\$98,000.00	\$484.80	\$394.00	\$878.80
\$99,000.00	\$488.80	\$398.00	\$886.80
\$100,000.00	\$491.80	\$400.00	\$891.80
\$250,000.00	\$941.40	\$765.00	\$1,706.40
\$500,000.00	\$1,670.80	\$1,358.00	\$3,028.80
\$750,000.00	\$2,369.80	\$1,926.00	\$4,295.80
\$1,000,000.00	\$3,019.60	\$2,454.00	\$5,473.60
\$2,000,000.00	\$5,560.60	\$4,518.00	\$10,078.60
\$3,000,000.00	\$7,360.60	\$5,981.00	\$13,341.60
\$4,000,000.00	\$9,160.60	\$7,443.00	\$16,603.60
\$5,000,000.00	\$10,956.60	\$8,903.00	\$19,859.60
\$10,000,000.00	\$19,756.60	\$16,053.00	\$35,809.60
\$20,000,000.00	\$37,356.60	\$30,352.24	\$67,708.84

OVER THE COUNTER PERMIT FEE = Flat Fee

Type of O-T-C Permit	2024
Manufactured Home	\$176.00
Demolition	\$140.00
Windows/Doors*	\$100.00
All others	\$80.00
Reinspection Fee - (If Special Trip is needed)	\$64.00

OPTION 3 (Hourly Rate Model) – 6.0

Option 3 (Hourly Rate) Agreement - 6.1

Building Inspections Services Agreement

THIS AGREEMENT is made and entered into this ____ day of ____, 20____ by and between Construction Management Services of Rochester, a Division of WSE Engineering Services, Ltd, hereinafter referred to as ("CMS"), and the Jurisdiction of _____, hereinafter referred to as ("the Jurisdiction"), and collectively the Parties.

WHEREAS, the Jurisdiction is desirous of contracting with CMS for the performance of the hereinafter described Building Official functions within its boundaries; and

WHEREAS, CMS is agreeable and desirous of rendering such building inspection services on the terms and the conditions hereinafter set forth.

WHEREAS, CMS and the Jurisdiction mutually agree that the Minnesota Building Code and all corresponding laws, rules and regulations govern this Agreement.

ARTICLE I

Inspection Services zz

CMS agrees to provide building inspection services within the boundaries of the Jurisdiction to the extent and in the manner hereinafter set forth.

1. Except as otherwise specifically set forth herein, such building inspection services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a Building Official under law. Services shall not include those services that are normally provided by the State of Minnesota such as issuance of electrical permits and electrical inspections or any miscellaneous Jurisdiction Ordinances.
2. The Jurisdiction shall, adopt, or not rescind, the latest Minnesota Building Code.
3. The Jurisdiction shall either add language similar to the following in their building permit application, or code, or ordinances; and at a minimum ensure there is no conflict in their code or ordinance with the following.
 - a. *The term "completed" shall include all work proposed in the approved permit. All building permits issued shall complete construction of the project within one hundred and eighty (180) days after the permit is issued, without additional approval. If at the time of application, the project is anticipated to not be completed within one hundred and eighty (180) days, the applicant shall provide the project's anticipated timeline. Jurisdiction Staff may adjust for reasonableness and approve project timelines as part of the permit review process up to five hundred and forty (540) days. Projects anticipated to exceed five hundred and forty (540) days shall require Jurisdiction Council approval.*
 - b. *A permit holder may request extensions in increments of one hundred and eighty (180) days. Jurisdiction Staff may approve up to two extensions without council approval if steady and continuous progress is being made. Permit holders requesting more than two extensions shall make an application to the Jurisdiction Council for an extension of time. The application to the Jurisdiction Council for the extension shall state the reasons for*

the request and demonstrate that circumstances were beyond the control of the permit holder.

- c. *A violation of any portion of this section of the Jurisdiction Code shall cause suspension of the building permit and/or shall subject the permit holder so found to be violating the ordinance to a fine of not more than One Hundred (\$100.00) Dollars for each day that the violation continues or is not corrected 601.1.6 Duties of Building Inspector.*
4. Under this agreement, the Jurisdiction will receive all applications for the applicable building Permit within the Jurisdiction as required by existing laws, codes and ordinances, and shall forward, or cause to be forwarded, to CMS, who shall examine all such applications which are under Jurisdiction to determine compliance with existing Building Codes.
 - a. CMS offers a web-based software to manage Permit Applications. Fees for this service are listed in Appendix A; and the Jurisdiction may opt out of this service with 60-day notice.
5. CMS shall perform their services in accordance with the generally accepted building inspector practices and principles. The standard of performance, the method of providing building inspection services and other matters incident to the performance of the services under this Agreement shall be determined by CMS.
6. Issuance of Permits is broken into two Permit Types:
 - a. Over-The-Counter Permits (Flat Fee Permits). Over-The-Counter Permits are of the nature that do not require a plan review and only require an inspection(s). Over-The-Counter permits are valid at the moment the fee is paid.
 - b. Plan Reviewed Permits (Valued Permits). Plan Reviewed Permits are of the nature that require plans and various support documents.
7. CMS shall provide job-site inspections of projects under permits as required by existing laws, codes and ordinances, as well as ensure all such special inspections are performed as deemed necessary in order to ensure compliance with existing laws, and upon completion of each project,
8. CMS may contract with other entities for services as building official, provided such other services do not impair or delay the performance of CMS services provided under this Agreement.
9. CMS will provide plan checking services as necessary in all instances where such plan checking is mandatory by existing Federal or State laws, codes or ordinances.
 - a. CMS will provide a cursory review of all "Plan Reviewed Permit" applications to check for compliance to Jurisdiction codes or ordinances; however, a comprehensive review of Jurisdiction codes or ordinances is beyond the scope of this Agreement. CMS will provide written comments for any found deviations to the Jurisdiction Administrator and work closely with applicable planning and zoning staff prior to issuing a permit. No Permit will be issued that knowingly requires a variance to existing Jurisdiction code or ordinance.
10. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a "Limited Notice to Proceed" for certain elements of work depending on project

circumstances and completeness of application. Depending on the circumstances and completeness of the application CMS may require the applicant to sign a notarized affidavit that includes acknowledging risk and responsibility for remedy due to work proceeding prior issuance of Permit.

11. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a "Temporary Certificate of Occupancy" if there is unfinished work, but CMS determines the dwelling has met minimum livable conditions.
12. CMS shall carry out these responsibilities and duties in a timely, appropriate, and respectful manner.
 - a. Issuance of "Plan Reviewed Permit" will be broken into 2 phases.
 - i. Valuation Phase. The Valuation Phase will be completed within 5 calendar days. The Valuation Phase starts after Plan Review Application Fee is paid (See Attachment A); in this review CMS will calculate the Value and Permit Fee, as well as provide comments on any major missing items to complete the application.
 - ii. Technical Review Phase. The Technical Review Phase will be completed within 10 calendar days; CMS will either approve the permit or provide comments. The Technical Review phase starts when the applicant pays the Permit Fees (Plan Review Application Fees are credited to the Permit Fee).
 1. Subsequent Reviews will be completed within 16 business hours. Subsequent reviews start when applicant submits a response and any needed documentation to address all CMS comments.
 - b. For Inspections on Plan Reviewed Permits (Valued Permits) - CMS will provide an inspection within 16 Business Hours of a request for inspection. Inspection Business Hours are M-F 8:30a-4:30pm, excluding major holidays. Applicant subject to additional fee if services required prior to proper notice (See Attachment A)
 - c. For Over-The-Counter Permit inspections, that require the permit holder to provide access to the site, CMS will designate a specific day of the week for your Jurisdiction; Applicant subject to additional fee if services required outside of designated day (See Attachment A). For Over-The-Counter Permit inspections, that do not require access to the site, CMS will perform inspections prior to the expiration of the permit (e.g roofing permit).
13. For avoidance of doubt, a delay may occur if:
 - a. The Jurisdiction request CMS perform additional services (Special Project) beyond Plan Review and Inspection Services.
 - b. The State imposes new processes or procedures.
 - c. An occurrence of a nearby natural disaster requiring CMS to prioritize life and safety matters at the location of the disaster.

ARTICLE II

Fees and Charges

The parties hereto further agree that the schedule of fees and charges contained herein shall apply to all permits and services performed under the provisions of this Agreement.

1. The Jurisdiction shall maintain records of all fees and charges collected by the Jurisdiction according to the Schedule of Fees and Charges agreed to by both parties.
2. Fees and charges shall be due and payable upon initial application for permit and shall be collected by the Jurisdiction from the applicant.
3. When CMS requires a plan, or other data, a Plan Review Application Fee, in accordance with Appendix A (Fee Schedule) shall be paid before the review can start. CMS will review the application for completeness and assign a Valuation. The Valuation of the project shall be determined as provided in Section 1300.0160 Subp. 3 of the Minnesota State Building Code.
4. Permit Fees shall be based on the Valuation. The Total Permit Fee shall then be paid prior to CMS commencing the remainder of the review.
5. In circumstances where the application for permit is reviewed and the applicant withdraws the application, or the permit is denied, CMS will retain the plan review fee; but the remainder of fees may be refunded to the applicant pursuant to the refund policy adopted by the Jurisdiction.
6. Where work for which a permit is required, is commenced without first obtaining a permit, the provisions of Section 1300.0160 Subp. 8 of the Minnesota State Building Code shall apply.
7. The fees and charges listed herein are exclusive of fees and charges required by the State of Minnesota pertaining to electrical permits and inspections.

ARTICLE III

Compensation

1. The Jurisdiction agrees that payment for the Building Inspection Services shall be in accordance with Appendix A (Fee Schedule) and invoiced monthly for the following:
 - a. Hourly rate basis.
 - b. Code Consultant Monthly Retainer Fee – based on the number of permits issued in the previous quarter.
 - c. IWorQ's Community Development & Public Works Software Fee – based on Jurisdictions population.
2. The Jurisdiction shall account for and forward to the State of Minnesota all building permit surcharge monies required by law.

3. CMS understands that they are working in the capacity of an independent contractor and must promote and conduct their building inspections in that capacity.
4. Minnesota Statute 466.02 shall govern liability of the Jurisdiction and CMS for any tort claims enumerated therein. Nothing in this section waives the defense of judicial, quasi-judicial, or legislative immunity except to the extent provided by law.

ARTICLE IV

Miscellaneous

1. The Jurisdiction, its officers, agents and employees, will cooperate with and assist CMS in the orderly performance of services listed herein.
2. Each Party hereunder, agrees to mutually indemnify and hold harmless the other Party and shall not be liable to the other, for any intentional or negligent acts of the other and shall not be responsible for damages resulting from the negligent acts of the other, including each Party's agents, officers or employees.
3. Unless terminated as provided for herein, this Agreement shall be effective upon the date specified in this Agreement and shall automatically renew annually on January 1.
4. This Agreement shall be self-renewing for additional one (1) year periods. At the option of the Jurisdiction, this Agreement may be terminated with sixty (60) days written notice to CMS. Should CMS desire to terminate this Agreement, they shall so notify the Jurisdiction with a sixty (60) day written notice.
5. On or before November 1 of each year, CMS shall review and adjust as necessary the Schedule of Fees and Charges included in Appendix A of this Agreement to insure that such charges and fees are commensurate with the actual costs of providing the service. Any changes to the Schedule of Fees and Charges in Appendix A shall be agreed to by both CMS and the Jurisdiction. No amendment to the Agreement is required to update Appendix A. The Parties shall each execute each updated Appendix A, which shall become effective on first day of January of the next year.
6. It is understood that this Agreement contains the entire Agreement between CMS and the Jurisdiction and that no statement, promises, or inducement made by any party hereto, or officer, agent or employee of the Jurisdiction which is not contained in the Written Agreement, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereto.
7. It is expressly understood between the Parties hereto, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain and insure the purpose of this Agreement. Any such Amendment, shall be written, signed by both Parties and attached to the Agreement. As provided above, any such revision, addition or deletion will only apply to the provision revised, added or deleted and the remainder of this Agreement shall remain in full force and effect.

In witness hereof, the Parties legal signatory authority hereby executes this Agreement.

JURISDICTION OF _____

A MN Municipal Corporation

(Signature)

(Printed or Typed Name)

Its _____ (Title)

*Construction Management Services of Rochester,
a Division of WSE Engineering Services, Ltd.*

(Signature)

Tom Wiener

It's CEO/President

Option 3 (Hourly Rate)

Appendix A (Fee Schedule) - 6.2

APPENDIX A

BUILDING PERMIT FEE SCHEDULE

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PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge)

Plan Review Fee Calculation

Plan Review Application Fee*	\$150.00
Plan Review Fee	65% of Permit Fee.
*The Plan Review Application Fee will applied toward Plan Review Fee if a Permit is issued.	

Other Fees

Permit Holder to pay CMS directly for:	
\$20.00	Less than 16 business hours notice
\$80.00	Less than 12 business hours notice
\$200.00	(Same day) Less than 8 business hours or Saturday
\$100.00	Reinspect Fee (If special trip)
\$0.25/page	Print/Copy plans submitted electronically 11x17 or smaller
\$5/page	Print/Copy large plans (plot size) submitted electronically

Hourly Rates and Retainer Fees

Hourly Rates

\$65.78/hr	Certified Building Official
\$65.78/hr	Building Official Consultant
\$65.10/hr	Field Inspector
\$43.14/hr	Clerical/Secretarial
IRS rate	Mileage
At Cost	Other Expenses

Retainer Fees

<u># of permits previous quarter</u>	<u>Code Consultant Retainer Fee</u>
0-10	\$25/mo
11-25	\$50/mo
26-50	\$75/mo
51-75	\$100/mo
100+	\$100/mo+\$25 for each 25 increment

<u>Population</u>	<u>IWorQ's Community Development & Public Works Software Fee</u>
1-1000	\$100/mo
1001-2000	\$150/mo
2001-3000	\$185/mo
3001-4000	\$200/mo
4000+	\$250/mo

Option 3 (Hourly Rate) Exhibit (Example) - 6.3

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Organization Chart –7.0

BOARD OF DIRECTORS

Tom Wiener, Chair

Construction Management
Services Division
(CMS)

Jay Kruger, BO
Division Manager

Tom Nirk
Administrative Controller

Randy Bothun, BO
Inspection Manager

Tanner Young, LBO
Plan Review Manager

Emily Harlow
Office Manager /
Customer Service

Sierra Wiener
Dispatch /
Scheduling

Jay Kruger

Kim Wadley
Plans Valuation

Olivia
Germundson

Randy Bothun

Allison Wiener

Tanner Young

Ben Fink
Master Plumber

Craig Ziebell

MN Guide to the State Building Code –8.0



MINNESOTA Guide to the State Building Code

- Administration
- Special Provisions
- Commercial Building
- Elevators and Related Devices
- Residential Building
- Existing Buildings
- Electrical
- Flood-proofing
- Energy Conservation
- Accessibility
- Mechanical and Fuel Gas
- Plumbing
- High Pressure Piping Systems
- Manufactured Homes
- Prefabricated Structures
- Industrialized/Modular Buildings
- Storm Shelters





INTRODUCTION

For nearly 50 years, the Minnesota State Building Code has been the standard by which buildings have been constructed to provide our citizens with safe, energy efficient and accessible buildings.

From the many buildings built during those years, no one will know the countless lives saved from fire, structural collapse and hazardous materials; the injuries prevented from falls, shattered glass and electric shock; or the prevention of damage to buildings from roof ice, frost heave or water leakage.

In addition, many hundreds of buildings are now fully accessible and usable for our family members and friends with disabilities while much less fossil fuel has had to be burned to heat and cool these same buildings.



This Guide looks back to the original intent of the legislature to provide safe and affordable housing, places to work, shop, eat, congregate, do business, recreate and worship. It reviews where these protections currently exist in the state and what codes are in place to ensure this occurs.

The purpose of this Guide is to inform and educate regulators, government officials and policy makers about the State Building Code and how it serves the public's interest by providing for the safe use of buildings. Because one of the most important roles of government is to protect its citizens, it is our responsibility to ensure this occurs in the construction of buildings.

A handwritten signature in dark ink, reading "Scott D. McLellan". The signature is written in a cursive, flowing style.

Scott D. McLellan
State Building Official

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HISTORY

1965 A State Building Code was established that applied only to state-owned buildings.

1971 The first State Building Code was enacted into law that applied to all areas of Minnesota that enforced a building code. Up to this point, each municipality maintained its own unique building code or had none at all.

1972 The State Building Code became effective on July 1. If a municipality enforced a building code, it now had to be the State Building Code.



Photo credit: Ben Franske - Own work, GFDL, <https://commons.wikimedia.org/w/index.php?curid=4390505>

1977 Legislation established that the State Building Code would be enforced statewide beginning Jan. 1, 1977, but no later than Jan. 1, 1978. Subsequent legislation passed in 1978 extended the date for mandatory state-wide enforcement of the State Building Code to Jan. 1, 1979.

1979 Legislation provided that a non-metropolitan county may by negative referendum rescind enforcement of the State Building Code (except provisions for accessibility). This enabled county residents and those residing in cities that had not already adopted the code by January 1977 to participate in the vote.

- If the vote was negative, the code no longer applied to townships or cities located within the county.
- As a result of the referendums, only eight counties voted to retain the State Building Code. These were in addition to the seven mandatory metropolitan counties.

1981 Legislation allowed municipalities having a population of less than 2,500 to decide whether or not the State Building Code will apply in their jurisdiction. If these municipalities had already adopted the code, they can now rescind their ordinance adopting the State Building Code (unless they were located in one of the seven metropolitan counties mandated to enforce the State Building Code).

2008 Legislation established for the first time that the State Building Code is the standard that applies statewide for the construction and remodeling of buildings. This means that the State Building Code now applies to all work, regardless of whether or not the State Building Code is required to be enforced by a municipality. This applies to everyone who constructs or remodels buildings, both homeowners and contractors.

2008 Legislation established that as of Jan. 1, 2008, if a municipality had in effect an ordinance adopting the State Building Code, that municipality must continue to enforce the State Building Code and may not repeal its adopting ordinance. The exception is for those municipalities having a population of less than 2,500 (as permitted by the 1981 legislation).

LEGISLATIVE INTENT

Below is an excerpt from the 1971 Session Laws when the legislature first authorized creation of a State Building Code. The purpose of the code, as shown in the first and fourth paragraphs, still appears today in Minnesota Statute 326B.101. The second and third paragraphs describe factors facing the construction industry and society at the time that likely contributed to the establishment of the first State Building Code.

LAWS 1971 – REGULAR SESSION

Be in enacted by the Legislature of the State of Minnesota:

Section 1. Minnesota Statutes 1969, Section 16.83, is amended to read:

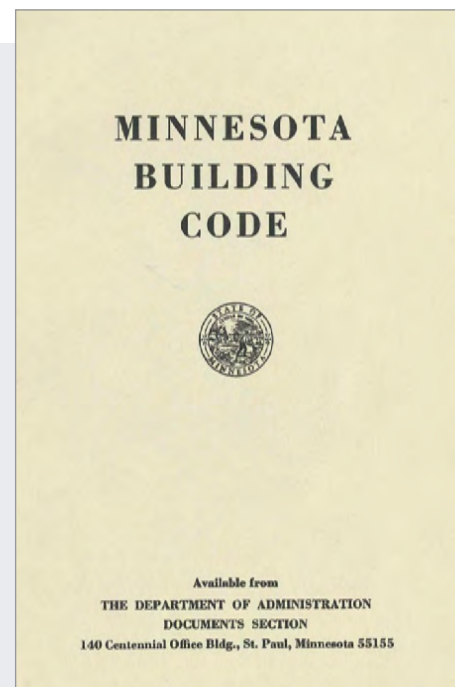
16.83 STATE BUILDING CODE; POLICY AND PURPOSE;

APPROPRIATING MONEY. Sections 1 to 17 of the act are enacted to enable the commissioner of administration to promulgate and administer a state building code in accordance with the provisions hereof, which code shall govern the construction, reconstruction, alternation, and repair of state-owned buildings and other structures to which the code is applicable. It is necessary that building codes be adopted and enforced to protect the health, safety, welfare, comfort, and security of the residents of this state. However, the construction of buildings should be permitted at the least possible cost consistent with recognized standards of health and safety.

Many citizens of the state are unable to secure adequate housing at prices or rentals which they can afford. Such a situation is contrary to the public interest and threatens the health, safety, welfare, comfort, and security of the people of the state. Other persons in commerce and industry are also affected by the high cost of construction. Construction costs for buildings of all types have risen and are continuing to rise at unprecedented rates.

A multitude of laws, ordinances, rules, regulations, and codes regulating the construction of buildings and the use of materials therein is a factor contributing to the high cost of construction. Many such requirements are obsolete, complex, and unnecessary. They serve to increase costs without providing correlative benefits of safety to owners, builders, tenants, and users of buildings.

It is the purpose of this act to prescribe and provide for the administration and amendment of a state code of building construction which will provide basic and uniform performance standards, establish reasonable safeguards for health, safety, welfare, comfort, and security of the residents of this state who are occupants and users of buildings, and provide for the use of modern methods, devices, materials, and techniques which will in part tend to lower construction costs.



PURPOSE

The purpose of the State Building Code is described in Minnesota Statutes 326B.101 where it reads:



The commissioner shall administer and amend a state code of building construction which will provide basic and uniform performance standards, establish reasonable safeguards for health, safety, welfare, comfort, and security of the residents of this state and provide for the use of modern methods, devices, materials, and techniques which will in part tend to lower construction costs. The construction of buildings should be permitted at the least possible cost consistent with recognized standards of health and safety.

In other words:

- **Basic** – *minimum*
- **Uniform** – *everyone designs and builds to comply with the same requirements*
- **Performance standards** – *requirements should focus on the outcome not specific methods*
- **Reasonable safeguards** – *not overly complex, costly or difficult*
- **Health** – *safe clean water, proper sewer, sanitation, air quality, light, ventilation*
- **Safety** – *protection from fire, smoke, falling, wind, snow, frost, extreme temperature, electrocution, hazardous materials, panic, breaking glass, structural collapse*
- **Welfare** – *accessibility, conserves energy resources, peace of mind, habitability*
- **Comfort** – *heating facilities, soundproofing between apartments, room size*
- **Security** – *school safety, nursing home dementia units, correctional facilities*
- **Provide for the use of modern methods, devices, materials and techniques which will in part tend to lower construction costs** – *encourage and recognize innovation and technologies that provide cost savings in labor, equipment, and building materials*
- **The construction of buildings should be permitted at the least possible cost consistent with recognized standards of health and safety** – *manage adoption of nationally recognized safety and health codes to keep construction costs as low as possible*

FEDERAL IMPACT

Energy

Minnesota is obligated to review and adopt a new commercial energy code when recommended by the U.S. Department of Energy. However, when a new, more efficient residential energy code becomes available, Minnesota is only required to review and consider adopting the new code.

Manufactured Homes

Since 1976, Minnesota has been a State Administrative Agency (SAA) for the U.S. Department of Housing and Urban Development for the installation of manufactured homes. As a condition of being an SAA, Minnesota must adopt installation and dispute-resolution programs compatible with federal regulations for manufactured homes.

Prefabricated Structures

Since 1995, Minnesota has been part of an interstate compact for the regulation of prefabricated structures and modular buildings. This compact obligates Minnesota and partner states to follow specific state codes as well as uniform model rules and regulations when constructing prefabricated structures.



Accessibility

Although Minnesota is not required by the federal government to administer an accessibility code, the Americans with Disabilities Act (ADA) established both the requirement and standard that all new and remodeled buildings are required to follow. To simplify compliance for architects and building owners, Minnesota adopted a model accessibility code that is compatible with ADA.

UNIFORMITY

The State Building Code preempts and supersedes local regulation for the construction of buildings. A key purpose of the legislature establishing a single State Building Code was to promote uniformity of construction standards throughout Minnesota.

Uniformity is important for several reasons:

Reduced cost

Contractors only have to learn one code. This enables them to become more efficient in their design and construction methods, thus minimizing construction costs. Building product manufacturers are able to reduce their costs as they can design their materials to meet just one standard.

Levels the competition

As the entire construction industry uses the same standard, estimating construction costs will be equitable.

Consistent code enforcement

Building officials throughout Minnesota are trained to understand and enforce a single standard. This promotes uniform application and enforcement of the code, thus minimizing errant interpretations, construction delays and additional construction cost.

Statutory requirements for uniformity

Minnesota Statute 326B.121 Subd. 1(a):

The State Building Code is the standard that applies statewide for the construction, reconstruction, alteration, repair, and use of buildings and other structures of the type governed by the code.

Minnesota Statute 326B.121 Subd. 1(b):

The State Building Code supersedes the building code of any municipality.

Minnesota Statute 326B.121 Subd. 2(c):

A municipality must not by ordinance, or through development agreement, require building code provisions regulating components or systems of any structure that are different from any provision of the State Building Code.



BENEFITS

- Provides safe and healthy buildings
- Provides peace of mind that buildings are safe to be used as intended
- Provides accessible buildings for all people, regardless of ability
- Provides energy efficient buildings
- Provides buildings that are resilient to weather extremes
- Provides reduced property loss in the event of fire, flood, wind and snow
- Provides consistency in building design, bidding process and building construction
- Provides financial institutions with an assured value of quality and safety. Most require evidence of this through the Certificate of Occupancy
- Provides insurance companies with permit, inspection and occupancy approvals to verify insurability
- Provides prospective property owners with documented improvement records that are sometimes necessary for real estate transfers and tax purposes
- Provides the Insurance Services Office (ISO) with a measurable industry standard to determine cost-effective statewide insurance ratings
- Provides FEMA with a responsible safety standard to base reconstruction costs to replace or repair disaster-destroyed property
- Provides the public with a way to verify that work is done by licensed contractors, architects and engineers
- Provides a standard for consumer protection through Minnesota's Contractor Licensing program and Contractor Recovery Fund
- Provides compatibility with the State Fire Code
- Provides quality community development through the construction of buildings that meets the needs of society, municipalities, building owners and residents



REQUIREMENTS

The State Building Code is a set of documents that regulate the construction of buildings so they are safe, energy efficient and accessible. The specific regulations contained in the State Building Code appear in one of three forms: model codes and standards, Minnesota Rules and Minnesota Statutes.

Model codes

Minnesota law requires the State Building Code to conform as much as possible to model building codes generally accepted and in use throughout the United States. A model code is a book of published construction regulations developed by members of an organization having subject-matter expertise. Model codes are intended for adoption into law by local governments, states and even countries. Because writing codes requires a great deal of work by many experienced and varied industry experts, this is usually beyond the capacity of a local government to produce on its own.

The preferred way to efficiently regulate building safety, accessibility for the disabled and energy efficiency is through the adoption and enforcement of model codes. However, because model codes are produced for widespread use throughout all parts of the country, state government must usually amend or change some provisions in order to address its own particular geography, climate and legislative mandates.

Minnesota rules

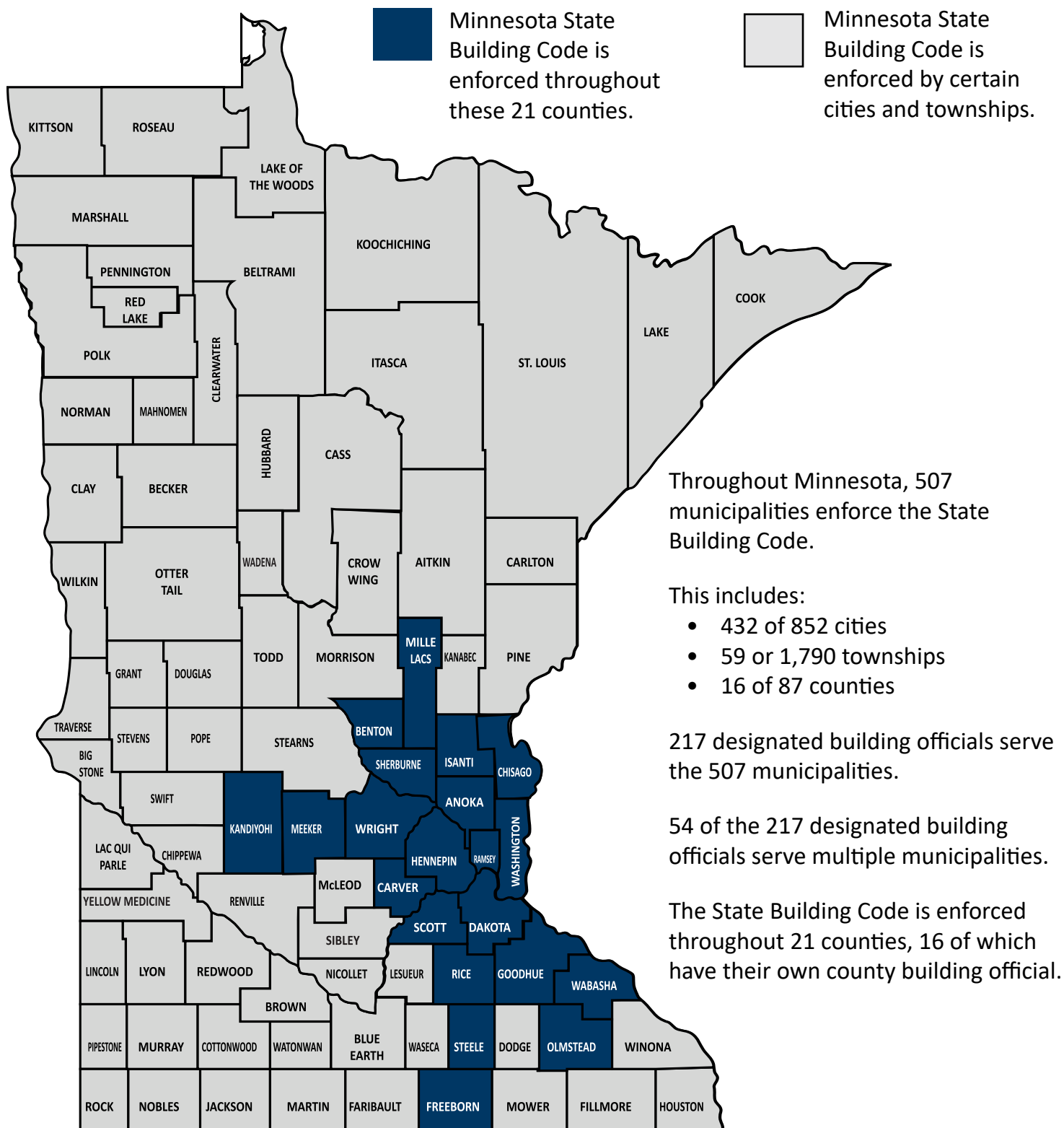
Minnesota law states that the commissioner [of the Minnesota Department of Labor and Industry] shall by rule and in consultation with the Construction Codes Advisory Council establish a code of building standards. A rule is a type of Minnesota law that is produced by a state agency through a legally prescribed process. Although authority for making a rule must be granted by the legislature, the legislature is not directly involved in the process. Adopting a model code into the State Building Code is done by rule. Another example of a rule is when the changes are made to specific requirements of the model code. Usually these are referred to as amendments or amending the model code.

Minnesota statutes

Even though the State Building Code is established by rule using model codes, the legislature can still enact specific requirements into law to regulate the construction of buildings. Most often, this occurs as a result of a tragedy or string of accidents where the State Building Code may not have provided adequate protections. Examples of some of the special provisions passed into law by the legislature include:

- bleacher safety,
- window-fall protection,
- required safety devices for automatic garage door openers,
- window-cleaning safety anchorages,
- radon control, and
- smoke detection devices.

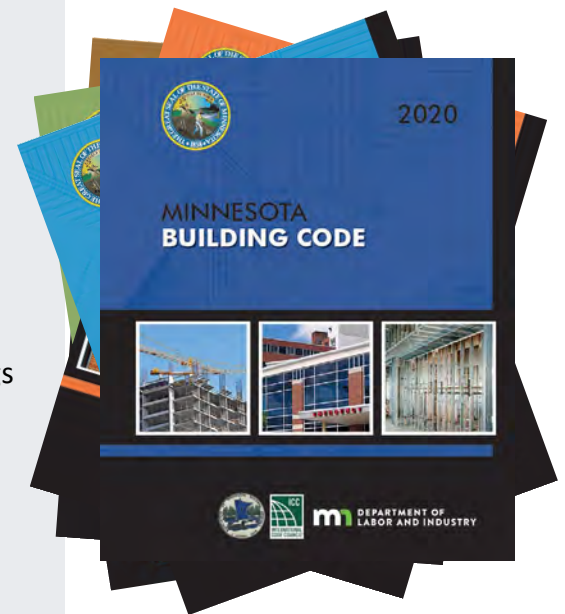
ENFORCEMENT AREAS



CHAPTERS

The Minnesota State Building Code consists of 18 chapters. Most of them adopt by reference a model code or standard that has been developed by a national code-making organization. The remaining chapters contain subject matter that has been written specifically for Minnesota.

- 1300 – Minnesota Building Code Administration
- 1303 – Special Provisions
- 1305 – Minnesota Commercial Building Code
- 1307 – Elevators and Related Devices
- 1309 – Minnesota Residential Code
- 1311 – Minnesota Conservation Code for Existing Buildings
- 1315 – Minnesota Electrical Code
- 1322/23 – Minnesota Energy Code
- 1335 – Flood-proofing Regulations
- 1341 – Minnesota Accessibility Code
- 1346 – Minnesota Mechanical and Fuel Gas Code
- 1350 – Manufactured Homes
- 1360 – Prefabricated Structures
- 1361 – Industrialized/Modular Buildings
- 1370 – Storm Shelters (Manufactured Home Parks)
- 4714 – Minnesota Plumbing Code
- 5230 – Minnesota High Pressure Piping Systems



CODE BOOK FACT SHEET

2020 MINNESOTA BUILDING CODE

ADMINISTRATION

Page 100 of 118

2020 MINNESOTA BUILDING CODE ADMINISTRATION

- Regulates the administration of all Minnesota adopted codes.
- Contains detailed provisions governing building official duties, building department operations, permits, plan review, violations, fees, inspections, board of appeals and certificate of occupancy.
- Located in Minnesota Rules Chapter 1300. This rule chapter replaces the administrative chapters in each of the 2018 International Code Council (ICC) model codes adopted by Minnesota.

EFFECTIVE DATE

- Updates to Minnesota Building Code Administration became effective **March 31, 2020**.

CODE BOOK

The 2020 Minnesota Building Code Administration is incorporated into custom code books published for Minnesota by the International Code Council (ICC). There is no longer a need to separately purchase the ICC model code and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

The Minnesota Building Code Administration is available for free online viewing or can be purchased in soft-cover format as part of Minnesota's other published codes.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533



2020 MINNESOTA PROVISIONS TO THE STATE BUILDING CODE

2020 MINNESOTA PROVISIONS TO THE STATE BUILDING CODE

- Addresses a number of subjects related to Minnesota's climatic conditions and other provisions not appropriately regulated in the International Residential Code (IRC) or International Building Code (IBC).
- Contains Minnesota provisions addressing restroom facilities in public buildings, parking spaces for commuter vans, automatic garage door opening systems, recycling space, footing frost protection, ground snow load, radial ice on towers, wood for exterior decks, patios and balconies, bleacher safety, simplified wind loads and radon.
- Located in Minnesota Rules Chapter 1303. This rule chapter contains special code provisions required by Minnesota statutes.

EFFECTIVE DATES

- Updates to Minnesota Provisions to the State Building Code became effective **July 31, 2020**.

CODE BOOK

The 2020 Minnesota Provisions to the State Building Code is incorporated into both the Minnesota Building Code and Minnesota Residential Code published for Minnesota by the International Code Council (ICC). There is no longer a need to separately purchase the ICC model code and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

The Minnesota Provisions to the State Building Code is available for free online viewing or can be purchased as part of the Minnesota Building or Minnesota Residential codes in soft-cover format.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

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701-931-4533



CODE BOOK FACT SHEET

2020 MINNESOTA BUILDING CODE

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2020 MINNESOTA BUILDING CODE

- Regulates the design, construction, addition, alteration, repair, use and location of all buildings and structures other than those regulated by the 2020 Minnesota Residential Code.
- Contains detailed provisions governing building construction. These include requirements for structural, means of egress, sanitation, life-safety, fire-safety, and moisture protection.
- Located in Minnesota Rules Chapter 1305. This rule chapter adopts by reference Chapters 2 through 35 of the 2018 International Building Code (IBC) and includes amendments to the IBC.

EFFECTIVE DATES

- Minnesota Building Code became effective **March 31, 2020**.

CODE BOOK

The 2020 Minnesota Building Code is a custom code book published for Minnesota by the International Code Council (ICC). It includes Minnesota's amendments into the body of changed sections and reads as a unified code book. It also includes Minnesota chapters about Administration and Radon. There is no longer a need to separately purchase the ICC model code and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

Code books are available for purchase and free, online viewing is available.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533



CODE BOOK FACT SHEET

2020 MINNESOTA ELEVATOR AND RELATED DEVICES CODE

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2020 MINNESOTA ELEVATOR AND RELATED DEVICES CODE

- Regulates the design, construction, installation, alteration, repair, removal, operation and maintenance of elevators and related devices.
- Contains detailed provisions governing passenger elevators, freight elevators, hand-powered elevators, dumbwaiters, escalators, moving walks, vertical reciprocating conveyors, stage and orchestra lifts, endless belt lifts, wheelchair lifts and other related devices.
- Located in Minnesota Rules Chapter 1307. This rule chapter incorporates certain standards of the American Society of Mechanical Engineers (ASME).

EFFECTIVE DATE

- Minnesota Elevator and Related Devices Code became effective **Sept. 28, 2020**.

CODE BOOK

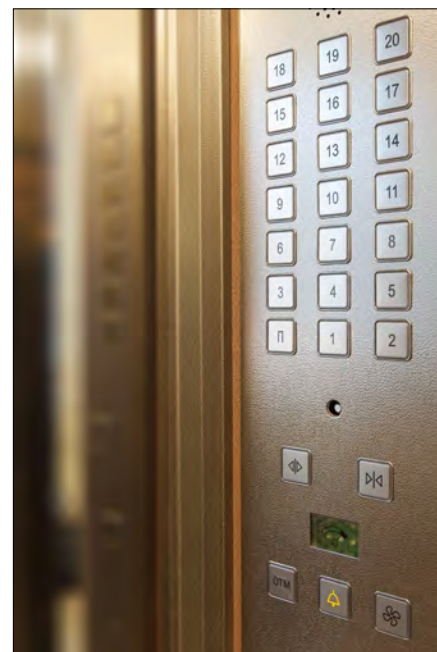
The 2020 Minnesota Elevator and Related Devices Code incorporates several ASME codes and standards with Minnesota amendments.

TO VIEW CODES ONLINE FREE

- Minnesota Rules Chapter 1307, Elevators and Related Devices, www.revisor.mn.gov/rules/1307/

TO PURCHASE CODE BOOKS

- The American Society of Mechanical Engineers at www.asme.org/codes-standards/publications-information/safety-codes-standards



2020 MINNESOTA RESIDENTIAL CODE

- Regulates the design, construction, addition, alteration, repair, use, and location of detached one- and two-family dwellings, certain townhouses and their accessory structures.
- Contains detailed provisions governing dwelling construction including requirements for structural, life-safety, fire-safety and moisture protection.
- Located in Minnesota Rules Chapter 1309. This rule chapter adopts by reference Chapters 2 through 10, 44, Section P2904, and Appendix K and Q from the 2018 International Residential Code (IRC) as amended in Minnesota.

EFFECTIVE DATES

- Residential Code became effective **March 31, 2020.**

CODE BOOK

The 2020 Minnesota Residential Code is a custom code book published for Minnesota by the International Code Council (ICC). It includes Minnesota's amendments into the body of changed sections and reads as a unified code book. It also includes Minnesota chapters about Administration, Radon and Energy. There is no longer a need to separately purchase the ICC model code and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

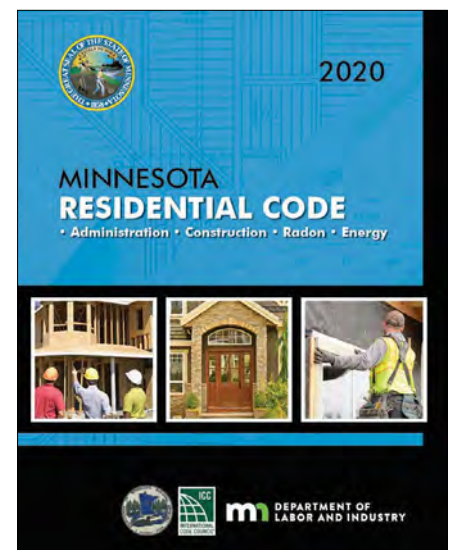
The Minnesota Residential Code is available for free online viewing or can be purchased in soft-cover format (English and Spanish versions).

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533



2020 MINNESOTA CONSERVATION CODE FOR EXISTING BUILDINGS

2020 MINNESOTA CONSERVATION CODE FOR EXISTING BUILDINGS

- Regulates the design, alteration, repair, addition, change of occupancy and relocation of existing buildings and structures, including historic buildings. This code does not apply to buildings or structures regulated by the 2020 Minnesota Residential Code.
- Contains regulations for building conservation using both prescriptive and performance-based provisions with emphasis on performance. These regulations may often be less restrictive than the IBC, making building conservation and reuse of existing buildings more cost effective while maintaining building safety.
- Located in Minnesota Rules Chapter 1311. This rule chapter adopts by reference Chapters 2 through 16 of the 2018 International Existing Building Code (IEBC) and includes amendments to the IEBC.

EFFECTIVE DATE

- Conservation Code for Existing Buildings became effective **March 31, 2020**.

CODE BOOK

The 2020 Minnesota Conservation Code for Existing Buildings is a custom code book published for Minnesota by the International Code Council (ICC). It includes Minnesota's amendments into the body of changed sections and reads as a unified code book. It also includes a Minnesota chapter about Administration. There is no longer a need to separately purchase the ICC model code and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

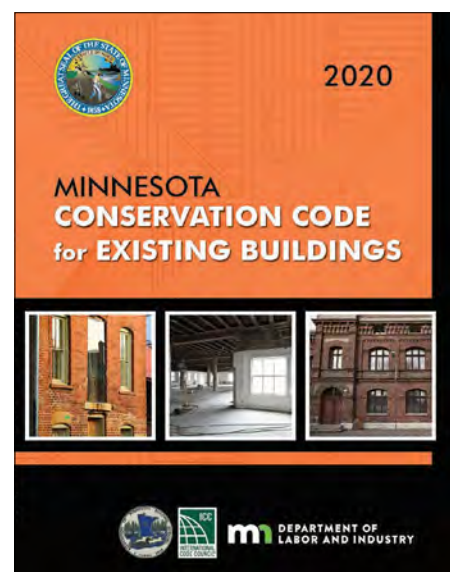
The Minnesota Conservation Code for Existing Buildings is available for purchase in soft-cover format. Free online viewing is also available.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533



2020 MINNESOTA ENERGY CODE

- Provides energy-conserving standards for the design, construction, alteration, renovation and repair of residential and commercial buildings.
- Contains design and construction standards regarding heat-loss control, illumination and climate control.
- Located in Minnesota Rules Chapters 1322 and 1323. This rule chapter adopts by reference Chapters 2(RE) through 5(RE) of the 2012 International Energy Conservation Code (IECC) for residential, 2(CE) through 4(CE) and 6(CE) of the 2018 IECC for commercial, and optional AHSRAE Standard 90.1-2016, the 2012 IECC and Minnesota amendments to the IECC. The IECC includes requirements for both residential and commercial buildings.

EFFECTIVE DATE

- Commercial Energy Code with ANSI/ASHRAE/IES Standard 90.1-2016 became effective **March 31, 2020**.
- Residential Energy Code became effective **Feb. 14, 2015**.

CODE BOOK

The 2020 Minnesota Energy Code is a custom code published for Minnesota by the International Code Council (ICC). It includes Minnesota's amendments into the body of changed sections and reads as a unified code book. It also includes a Minnesota chapter on Administration. There is no longer a need to separately purchase the ICC model code and Minnesota amendments and refer to them both. Now they are contained a single reformatted Minnesota-specific code book.

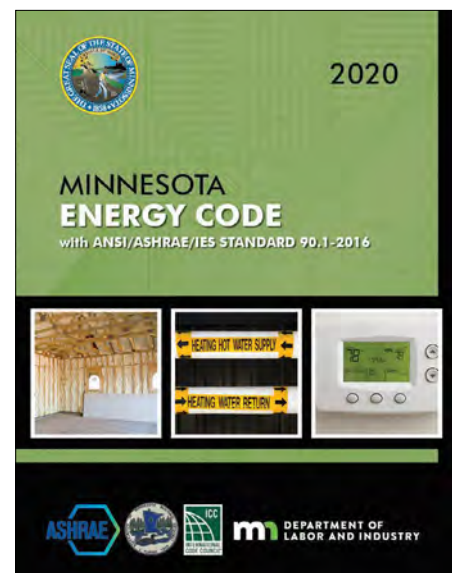
Code books are available for purchase and free, online viewing is also available.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533



2020 MINNESOTA ACCESSIBILITY CODE

2020 MINNESOTA ACCESSIBILITY CODE

- Provides standards for the design and construction of buildings to be accessible for all persons.
- Contains detailed scoping requirements from IBC Chapter 11 and detailed technical provisions from ICC/ANSI A117.1-2009 to ensure that buildings and facilities are designed and constructed to be accessible.
- Located in Minnesota Rules Chapter 1341. This rule chapter adopts by reference Chapter 11 of the 2018 International Building Code (IBC), Section 305 of the 2018 International Existing Building Code (IEBC), ICC/ANSI A117.1-2009, and Minnesota amendments.

EFFECTIVE DATE

- Minnesota Accessibility Code became effective **March 31, 2020**.

CODE BOOK

The 2020 Minnesota Accessibility Code is a custom code published for Minnesota by the International Code Council (ICC). It includes Minnesota's amendments into the body of changed sections and reads as a unified code book. It also includes a Minnesota chapter about Administration. There is no longer a need to separately purchase the ICC model codes and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

The Minnesota Accessibility Code is available for purchase in soft-cover format. Free online viewing is also available.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533



CODE BOOK FACT SHEET

2020 MINNESOTA MECHANICAL AND FUEL GAS CODE

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2020 MINNESOTA MECHANICAL AND FUEL GAS CODE

- Regulates the design, installation, maintenance, alteration and inspection of building mechanical systems that are used to provide control of environmental conditions and related processes.
- Contains provisions governing mechanical and fuel gas systems using prescriptive and performance-based provisions with emphasis on performance.
- Located in Minnesota Rules Chapter 1346. This rule chapter adopts by reference Chapters 2 through 15 of the 2018 International Mechanical Code, Chapters 2 through 8 of the 2018 International Fuel Gas Code (including amendments to both), chapters 1 through 9 of ANSI/ASHRAE Standard 154-2016, Ventilation for Commercial Cooking Operations, and ANSI/ASHRAE 62.2-2016, Ventilation and Acceptable Indoor Air Quality in Residential Buildings.

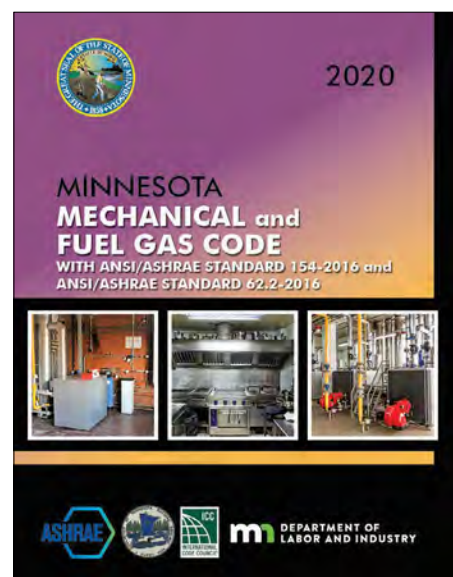
EFFECTIVE DATE

- Minnesota Mechanical and Fuel Gas Code became effective **April 6, 2020.**

CODE BOOK

The 2020 Minnesota Mechanical and Fuel Gas Code is a custom code published for Minnesota by the International Code Council (ICC). It includes Minnesota's amendments into the body of changed sections and reads as a unified code book. It also includes a Minnesota chapter about Administration. There is no longer a need to separately purchase the ICC model codes and Minnesota amendments and refer to them both. Now they are contained in a single reformatted Minnesota-specific code book.

The Minnesota Mechanical and Fuel Gas Code is available for free online viewing or can be purchased in soft-cover format.



TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

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CODE BOOK FACT SHEET

2020 MINNESOTA PLUMBING CODE

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2020 MINNESOTA PLUMBING CODE

- Regulates the design and installation of plumbing systems statewide for all buildings including new, addition, alteration, repair and replacement.
- Contains requirements for drain, waste, and vent systems, water supply and distribution systems, backflow prevention, water conditioning equipment, roof drainage systems, plumbing fixtures, materials and non-potable rainwater catchment systems.
- Minnesota Rules, Chapter 4714. The rule incorporates by reference Chapters 2 to 11, 16, and 17 of the 2018 edition of the Uniform Plumbing Code (UPC), and UPC Appendices A, B, and I, with Minnesota amendments.

EFFECTIVE DATE

- Minnesota Plumbing Code became effective **Dec. 17, 2021**.

CODE BOOK

The 2020 Minnesota Plumbing Code is published by the International Association of the Plumbing and Mechanical Officials (IAPMO) for Minnesota in a single, reformatted custom code book. It incorporates Minnesota amendments and reads as a unified code book. It also includes Chapter 4716, Plumber Licensing and Apprentice Registration, and Chapter 1300, Minnesota Administration Code.

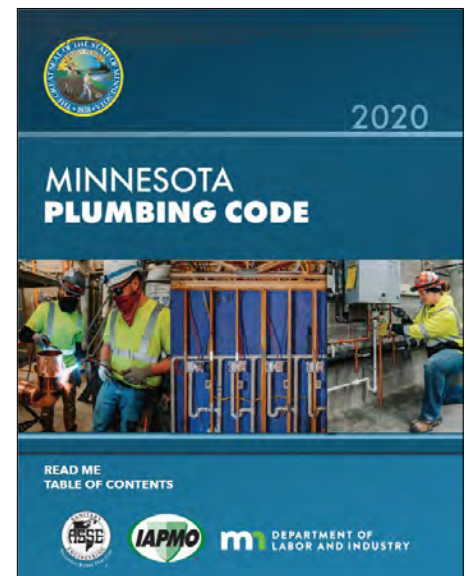
The 2020 Minnesota Plumbing Code is available for free online viewing or can be purchased in soft-cover format or eBook.

TO VIEW CODES ONLINE FREE

- Visit <http://epubs.iapmo.org/2020/MPC/>

TO PURCHASE CODE BOOKS

- International Association of the Plumbing and Mechanical Officials Online Bookstore
<https://iapmomembership.org/store/2020-minnesota-plumbing-code/1126/>
909-472-4208
Email: publications@iapmo.org



2019 HIGH PRESSURE PIPING CODE

2019 HIGH PRESSURE PIPING CODE

- Regulates the design, construction and installation of high-pressure steam and other heating mediums, ammonia refrigeration and bioprocess piping systems.
- Contains detailed material and pressure requirements for pipe, fittings and valves as well as procedure, qualification and production welding requirements on high pressure piping (HPP) systems.
- The Board of High Pressure Piping Systems has adopted five model codes, with Minnesota amendments: ASME B31.1-2016 for high pressure steam and other heating mediums; ANSI/IIAR2-2014 and ASME B31.5-2016 for ammonia refrigeration; ASME BPE-2016 for bioprocess; and ASME Section IX-2017 for welding requirements on all high-pressure piping systems.

EFFECTIVE DATE

- Minnesota Rules Chapter 5230, containing the Minnesota High Pressure Piping Code, became effective **May 14, 2019**.

CODE BOOK

Minnesota High Pressure Piping Laws and Rules is available for free online viewing or can be purchased as part of the Minnesota Building Code in soft-cover format.

The four American Society of Mechanical Engineers (ASME) codes adopted by reference as part of the Minnesota High Pressure Piping Code are available for purchase online through ASME or other third-party vendors.

The International Institute of Ammonia Refrigeration Standard ANSI/IIAR2-2014 is available for purchase online through IIAR.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- American Society of Mechanical Engineers
www.asme.org/shop/standards or 800-843-2763
- International Institute of Ammonia Refrigeration
www.iiar.org or 703-312-4200



CODE BOOK FACT SHEET

2020 NATIONAL ELECTRICAL CODE

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2020 NATIONAL ELECTRICAL CODE

- The 2020 National Electrical Code (NEC) provides the minimum installation criteria for electrical wiring for commercial, residential and industrial occupancies. The original code document was developed in 1897 as a result of united efforts of various insurance, electrical, architectural and allied interests.
- The purpose of the code is the practical safeguarding of persons and property from hazards arising from the use of electricity. Contains prescriptive installation requirements for premises wiring systems but is not intended to be a design specification or an instruction manual for untrained persons.
- The code is adopted by the Minnesota Board of Electricity as required by Minnesota Statutes 326B.32 Subd. 2 (3) pursuant to Chapter 14.

EFFECTIVE DATE

- The 2020 NEC became effective **Nov. 17, 2020**.

CODE BOOK

The 2020 NEC is published by the National Fire Protection Association (NFPA) and is adopted in Minnesota without amendment.

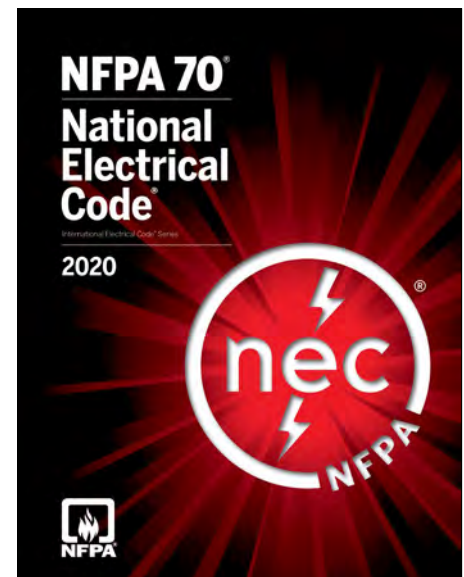
The NEC is available for purchase from the NFPA and free online viewing is available with user registration, membership is not required.

TO VIEW CODES ONLINE FREE

- Visit www.dli.mn.gov/business/codes-and-laws/2020-minnesota-state-building-codes to view the code.

TO PURCHASE CODE BOOKS

- National Fire Protection Association
One Batterymarch Park
Quincy, Massachusetts 02169-7471
1-800-344-3555



INDUSTRIALIZED MODULAR BUILDINGS

INDUSTRIALIZED MODULAR BUILDINGS

- Regulates the construction, review process and approval for industrialized modular buildings built away from the site of occupancy by approved modular builders. Modular buildings may be any occupancy or construction type allowed by code.
- Provides for Minnesota to become member of the Interstate Industrialized Building Commission.
- Contained in Minnesota Rules Chapter 1361. The rule incorporates parts of the 2007 Model Rules and Regulations and 2007 Uniform Administrative Procedures of the Model Rules and Regulations for Industrialized/Modular Buildings as adopted by the Industrialized Buildings Commission.
- Regardless of where it is manufactured, the building must be constructed to the Minnesota State Building Code when it is to be installed in Minnesota.
- Industrialized Modular Buildings must be constructed in accordance with the 2020 Minnesota Building Code.



EFFECTIVE DATES

- Interstate Industrialized Building Commission, 2007 Model Rules and Regulations and 2007 Uniform Procedures became effective **July 1, 2007**.
- Minnesota Rule Chapter 1361, Industrialized Modular Buildings, became effective in **1995**.

CODE BOOK

- The 2007 Model Rules and Regulations and 2007 Uniform Administrative Procedures are available online.

TO VIEW CODE ONLINE FREE

- Minnesota Rule Chapter 1361, Industrialized Modular Buildings
www.revisor.mn.gov/rules/?id=1361
- 2007 IIBC Model Rules and Regulations and Uniform Administrative Procedures
www.interstateibc.org/forms

TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html> or 701-931-4533

MINNESOTA MANUFACTURED HOME CODE

MINNESOTA MANUFACTURED HOME CODE

- Regulates the installation and sales of manufactured homes and licensing of manufacturers, dealers and installers of manufactured homes built and installed to Code of Federal Regulations.
- Contains detailed regulations for installation and certification of manufactured homes, application forms to sell manufactured homes and record keeping of the sales and installations.
- Is contained in Minnesota Rules Chapter 1350 and the Code of Federal Regulations CFR 3280, 3282, 3285, 3286 and 3288.
- Manufactured homes are required only to be constructed to the Manufactured Home Code, CFR 3280 and 3282.

EFFECTIVE DATES

- Minnesota Rule 1350 became effective **Jan. 4, 2010**.
- CFR 3280 and 3282 became effective **June 15, 1976**.
- CFR 3288 became effective **Feb. 8, 2008**.
- CFR 3285 and 3286 became effective **Jan. 1, 2009**.

CODE BOOK

- Code of Federal Regulations is available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/rmra/mhs/csp



TO VIEW CODE ONLINE FREE

- Minnesota Rule Chapter 1350, Manufactured homes www.revisor.mn.gov/rules/?id=1350
- Code of Federal Regulations https://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/rmra/mhs/csp

TO PURCHASE CODE BOOKS

- The Institute for Building Technology and Safety (IBTS) at www.ibts.org/publications.html

CODE BOOK FACT SHEET

PREFABRICATED BUILDINGS

Page 114 of 118

PREFABRICATED BUILDINGS

- Governs the construction of prefabricated buildings. These buildings are intended for use as one- and two-family dwellings or accessory buildings of closed construction built away from the site of occupancy typically by vocational schools or lumber yards.
- Contains detailed regulations for the submittal of documents to be reviewed and approved prior to construction. Includes requirements for inspections to determine compliance with the Minnesota State Building Code.
- Is contained in Minnesota Rules Chapter 1360.
- Prefabricated buildings must be constructed in accordance with the 2020 Minnesota Residential Code.

EFFECTIVE DATES

- Minnesota Rule Chapter 1360 became effective in **1995**.

TO VIEW CODE ONLINE FREE

- Minnesota Rule Chapter 1360, Prefabricated Buildings, is available at www.revisor.mn.gov/rules/?id=1360.



TO PURCHASE CODE BOOKS

- International Code Council
<https://shop.iccsafe.org/state-and-local-codes/minnesota.html>
701-931-4533

MINNESOTA FLOOD-PROOFING CODE

MINNESOTA FLOOD-PROOFING CODE

- Ensures that buildings and structures located in a flood hazard zone are properly flood-proofed or elevated in accordance with prescribed standards.
- These regulations apply to the construction, alteration and repair of any building or parts of a building or structure in the flood hazard area(s) of municipalities.
- Located in Minnesota Rules Chapter 1335. The rule adopts by reference sections 100 to 1406 of the 1972 edition of the “Flood-proofing Regulations” from the Office of the Chief Engineers, U.S. Army, Washington, D.C., and made part of the State Building Code.

EFFECTIVE DATES

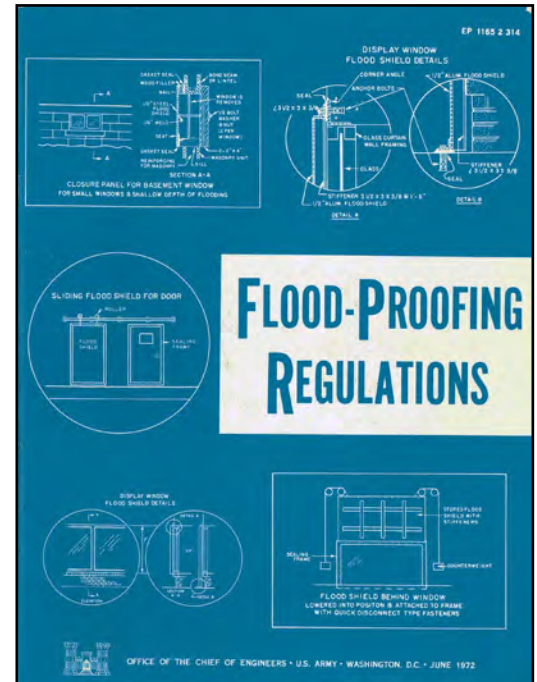
- Minnesota Rule Chapter 1335, Flood-proofing, became effective **Jan. 14, 1974.**

CODE BOOK

- 1972 Flood-proofing Regulations by the Office of the Chief Engineers, U.S. Army, Washington, D.C.

TO VIEW CODES ONLINE FREE

- 1972 Flood-proofing Regulations by the Office of the Chief Engineers, U.S. Army, Washington, D.C., available at www.dnr.state.mn.us/waters/watermgmt_section/floodplain/floodproofing.html.
- Minnesota Rule Chapter 1335, Flood-proofing, is available at www.revisor.mn.gov/rules/?id=1335.



STORM SHELTERS

- Ensures that buildings or portions of buildings intended to shelter manufactured home park residents from tornadoes and extreme winds are constructed to provide required protection.
- Provides minimum standards of design and construction of manufactured home park storm shelters.
- Is contained in Minnesota Rules Chapter 1370, Storm Shelters. The rule adopts by reference FEMA 361, the Design and Construction Guidance for Community Shelters, July 2000, published by the Federal Emergency Management Agency, Washington, D.C.

EFFECTIVE DATES

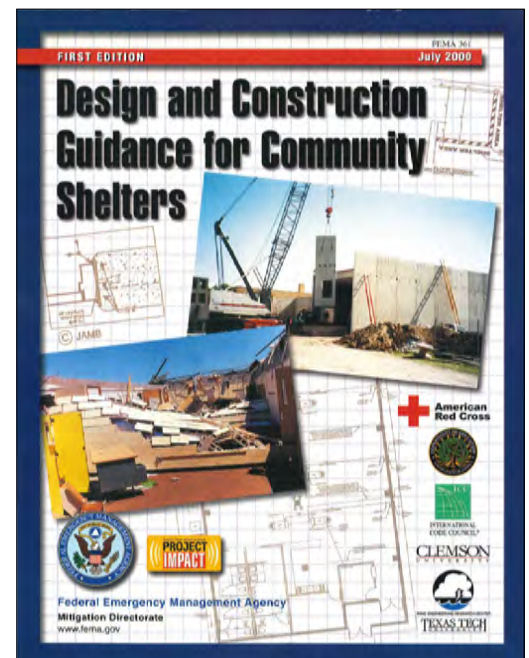
- Minnesota Rule Chapter 1370, Storm Shelters, became effective **March 1, 1988**.

CODE BOOK

- It is available in the Minnesota State Law Library and the Minnesota Department of Public Safety, Division of Emergency Management, 85 State Capitol, Saint Paul, Minnesota 55155.

TO VIEW CODES ONLINE FREE

- Minnesota Rule Chapter 1370, Storm Shelters, is available at www.revisor.mn.gov/rules/?id=1370.
- www.fema.gov/fema-p-361-safe-rooms-tornadoes-and-hurricanes-guidance-community-and-residential-safe-rooms





Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
443 Lafayette Road N., St. Paul, MN 55155
1-800-657-3944
www.dli.mn.gov

APPENDIX A

BUILDING PERMIT FEE SCHEDULE

OVER THE COUNTER PERMIT FEE = Flat Fee

Type of O-T-C Permit	Flat Fee
Manufactured Home	\$220.00
Demolition	\$175.00
All Maintenance Items (Windows/Doors, Roofs etc)*	\$125.00
All others	\$100.00
Reinspection Fee - (If Special Trip is needed)	\$80.00

*Includes all Maintenance Items (Re-Roof/side, Repair or Replace fixture/appliance). Fee is 1/2 (\$62.50) if 1 item is Maintained per permit.

*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee (See Other Fees)

PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Escrow)

Plan Review Fee Calculation

Plan Review Application Fee* \$150.00

Plan Review Fee 65% of Permit Fee.

*The Plan Review Application Fee will be applied toward Plan Review Fee if a Permit is issued.

Valued Permit Fee

Permit Valuation*	Permit Fee Calculation**	Escrow = % x Permit Fee
\$1-999	\$55.00	
\$1000 - \$4,999	\$55.00 + \$20.00 /\$1000 x for each \$1000 >\$1,000	50%
\$5,000 - \$19,999	\$121.00 + \$6.00 /\$1000 x for each \$1000 >\$5,000	50%
\$20,000 - \$99,999	\$216.00 + \$5.00 /\$1000 x for each \$1000 >\$20,000	50%
\$100,000 - \$249,999	\$614.75 + \$3.75 /\$1000 x for each \$1000 >\$100,000	25%
\$250,000 - \$499,999	\$1,176.75 + \$3.65 /\$1000 x for each \$1000 >\$250,000	25%
\$500,000 - \$749,999	\$2,088.50 + \$3.50 /\$1000 x for each \$1000 >\$500,000	25%
\$750,000 - \$999,999	\$2,962.25 + \$3.25 /\$1000 x for each \$1000 >\$750,000	25%
\$1,000,000 - \$1,999,999	\$3,774.50 + \$3.20 /\$1000 x for each \$1000 >\$1,000,000	25%
\$2,000,000 - \$4,999,999	\$6,950.75 + \$2.25 /\$1000 x for each \$1000 >\$2,000,000	25%
\$5,000,000 - \$9,999,999	\$13,695.75 + \$2.20 /\$1000 x for each \$1000 >\$5,000,000	25%
\$10,000,000 and over	\$24,695.75 + \$2.20 /\$1000 x for each \$1000 >\$10,000,000	25%

** An additional \$35 Mechanical and/or Plumbing Fee will be added to applicable Permits

State Surcharge per Minnesota Statute 326B.148

Permit Valuation*	State Surcharge Fee Calculation
\$0 - \$1,000,000	\$5/\$10000 x the valuation
\$1,000,001 - \$2,000,000	\$500 + \$4/\$10000 x value between \$1,000,000 & \$2,000,000)
\$2,000,001 - \$3,000,000	\$900 + \$3/\$10000 x value between \$2,000,000 & \$3,000,000)
\$3,000,001 - \$4,000,000	\$1200 + \$2/\$10000 x value between \$3,000,000 & \$4,000,000)
\$4,000,001 - \$5,000,000	\$1400 + \$1/\$10000 x value between \$4,000,000 & \$5,000,000)
Greater than \$5,000,000	\$1500 + \$0.50/10000 x value that exceeds \$5,000,000)

*Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

Other Fees

Permit Holder to pay CMS directly for:

\$20.00	Less than 16 business hours notice
\$80.00	Less than 12 business hours notice
\$200.00	(Same day) Less than 8 business hours or Saturday
\$100.00	Reinspect Fee (If special trip)
\$0.25/page	Print/Copy plans submitted electronically 11x17 or smaller
\$5/page	Print/Copy large plans (plot size) submitted electronically

Special Projects and Retainer Fees

	Hourly Rates for Special Projects
\$65.78/hr	Certified Building Official
\$65.78/hr	Building Official Consultant
\$65.10/hr	Field Inspector
\$43.14/hr	Clerical/Secretarial
IRS rate	Mileage
At Cost	Other Expenses

Retainer Fees

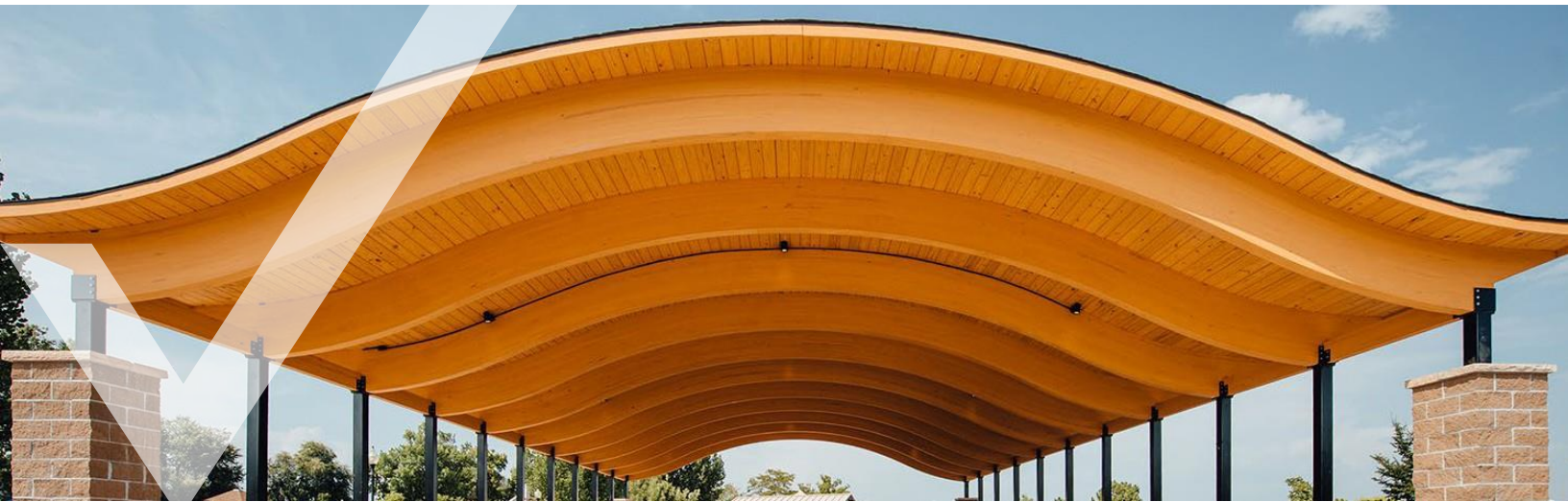
<u># of permits previous quarter</u>	<u>Code Consultant Retainer Fee</u>
0-10	\$25/mo
11-25	\$50/mo
26-50	\$75/mo
51-75	\$100/mo
100+	\$100/mo+\$25 for each 25 increment

<u>Population</u>	<u>IWorQ's Community Development & Public Works Software Fee</u>
1-1000	\$100/mo
1001-2000	\$150/mo
2001-3000	\$185/mo
3001-4000	\$200/mo
4000+	\$250/mo

Building Department Services

December 6, 2023

Plainview, MN and MNSPECT Partnership



Proposal Overview

MNSPECT proposes the following percentage of fee structure for services performed

- 80% of permit fees (\$50.00 minimum)
- 100% of plan review fees*
 - *Plan reviews are required on all commercial and residential projects, with the exception of the following residential projects (as defined in the Minnesota Residential Code); residential roof covering replacements, exterior siding replacement like-for-like window and exterior door replacements, plumbing work and mechanical work.
- 100% of the following fees:
 - Re-inspection
 - Copies
 - License look-up fee
 - Inspections outside of normal business hours
 - Lead look-up fee
 - Site inspection fee
 - Hourly fees
 - Moved and pre-moved building fees
 - Special Investigation fees
 - Manufactured home Fees
 - Additional plan review fees

The following print fees apply for plan sheets:

- | | | |
|---------------|---------------------|-----------------------------|
| ▪ 8.5 x 11 | \$1.00/side (color) | \$.25/side (black & white) |
| ▪ 8.5 x 14 | \$1.00/side (color) | \$.25/side (black & white) |
| ▪ 11 x 17 | \$2.00/side (color) | \$.50/side (black& white) |
| ▪ Large Plans | \$4.00/side (color) | \$4.00/side (black & white) |

One set for the job site will be provided at no additional cost. These printing fees apply to requested additional copies of plan sets.

This proposal is contingent on the following items:

- The city will adopt the 1988 UBC fee schedule as discussed in our meeting on 11-28-23
- A sufficient number of surrounding communities will agree to contract with MNSPECT to perform similar services in the next 60 days.



The following Standard hourly fees apply to work not related to permits:

Services/Duties	Hourly Rate
Designated Building Official	\$150.00
Certified Building Official - State Delegation Projects	\$150.00
Certified Building Official	\$105.00
Limited Building Official	\$95.00
Office/Support Staff	\$75.00
Code Enforcement/Nuisance Abatement	\$90.00

**As an added incentive MNSPECT will provide the city with our Community Core permitting software at no additional cost. The normal price for Community Core is a one-time fee of \$49,000 plus a \$1500 licensing fee per user per year.



Cost Comparison
Building Official Proposals
City of Plainview

2/6/2024

Annual Fees

Firm	Retainer Fee*	Software Fee**	Total
CMS	\$900.00	\$2,400.00	\$3,300.00
MNSPECT	\$0.00	\$0.00	\$0.00

* CMS proposal indicates variable montly rate based on # of permits per quarter. City, on average, has 160-250 permits per year. Assumption used here is \$75/month based on 200 permits/year. MnsPECT has no retainer fee.

** CMS fee based on population is \$200/month. MnsPECT has no software fee.

Permit Fees for Typical Construction

				Fees							
Permit Type		Valuation	Firm	Permit Fee	Plan Review Fee	State Surcharge Fee	Total Fee Charged to Permittee		Fee to Firm	Fee to City	Fee to State
Residential Window Installation	Over the Counter Permit Fee	N/A	CMS	\$62.50	\$0.00	\$1.00	\$63.50		\$50.00	\$12.50	\$1.00
			MNSPECT	\$63.00	\$0.00	\$1.00	\$64.00		\$50.40	\$12.60	\$1.00
Residential Re-Roof	Over the Counter Permit Fee	N/A	CMS	\$62.50	\$0.00	\$1.00	\$63.50		\$50.00	\$12.50	\$1.00
			MNSPECT	\$63.00	\$0.00	\$1.00	\$64.00		\$50.40	\$12.60	\$1.00
Residential Re-Side	Over the Counter Permit Fee	N/A	CMS	\$62.50	\$0.00	\$1.00	\$63.50		\$50.00	\$12.50	\$1.00
			MNSPECT	\$63.00	\$0.00	\$1.00	\$64.00		\$50.40	\$12.60	\$1.00
Residential Deck	Valued Permit Fee	\$8,000.00	CMS	\$139.00	\$90.35	\$4.00	\$233.35		\$201.55	\$27.80	\$4.00
			MNSPECT	\$99.00	\$64.35	\$4.00	\$167.35		\$143.55	\$19.80	\$4.00
Residential Garage	Valued Permit Fee	\$25,000.00	CMS	\$241.00	\$156.65	\$12.50	\$410.15		\$349.45	\$48.20	\$12.50
			MNSPECT	\$252.00	\$163.80	\$12.50	\$428.30		\$365.40	\$50.40	\$12.50
New Single Family Home	Valued Permit Fee	\$300,000.00	CMS	\$1,359.25	\$883.51	\$150.00	\$2,392.76		\$1,970.91	\$271.85	\$150.00
			MNSPECT	\$1,339.50	\$870.68	\$150.00	\$2,360.18		\$1,942.28	\$267.90	\$150.00

Notes:

1. Each firm's proposal specifies that the firm keeps 80% of permit fee and 100% of plan review fee.
2. Each firm has different rates for miscellaneous items, reinspections, etc. Difficult to compare apples to apples with typical permits, but these fees are unlikely to make a large difference in cost.
3. MNSPECT proposal has separate fee schedule for commercial permits (all valuation based, with minimums). CMS proposal does not specify any difference in fees for commercial vs residential.
4. MNSPECT has optional fees for site inspection and erosion/sediment control inspections. CMS proposal does not include fees for these services.

MNSPECT References

- Glencoe, MN – BO, Inspections, Rental Inspections & Plan Review
- Customer since 2016
- Mark Larson – City Administrator 320-864-5586 mlarson@ci.glencoe.mn.us

“Glencoe, MN has had MNSPECT as their inspectors for quite some time. They are very happy with their services. They’ve had great success with the permitting process, turnaround times, timely inspections, and great success with the online permitting process. Would recommend MNSPECT to any city seeking these services.”

- Bayport, MN – BO, Inspections, Code Enforcement & Plan Review
- Customer since 2017
- Matt Kline – City Administrator 651-275-4404 mcline@ci.bayport.mn.us

“Bayport, MN has been using MNSPECT for nearly a decade. They are very pleased with their work. Mr. Kline indicated that they do several hundred permits per year and depending on the inspector you get, it can be difficult for the contractors. Some inspectors are more rigid than others. But overall, he would highly recommend MNSPECT to any city seeking their services. HE also added that the online permitting software takes some getting used to, but they send someone down to train your staff on how to use it.”

- Mound, MN – BO, Inspections & Plan Review
- Customer since 2019
- Sarah Smith – Community Development Director (952-472-0604 sarahsmith@cityofmound.com)

“Sarah stated that MNSPECT has been servicing Mound, Mn for several years and they have been a good decision. The City Council has been extremely satisfied with their online permitting process and it has made the permitting process much more efficient not only for the applicant, but for the city as well. Having the ability to track permits from application to final issue has been a real game-changer for the community development department. She also added that MNSPECT has been very responsive to questions from applicant and staff and are willing to prioritize inspections that the city asks them to with an extremely quick turnaround time. Mound would highly recommend MNSPECT to other cities seeking a quality building inspection service.”

- St. Charles, MN—BO, Inspections, Plan Review
- Customer Since 2024
- Andrew Langholz, City Administrator

“Andrew stated that the city of St. Charles has made the switch from CMS to MNSPECT for many of the same reasons that other cities have—to improve service to their citizens. He indicated that they gave CMS a 10 day drop dead date to complete their permits in process before the switch to MNSPCT services. He also advised that Pine Island and Zumbrota have also made the switch from CMS to MNSPECT. He is looking forward to seeing how MNSPECT performs fore the City of St. Charles.”

Respectfully Submitted,

David Todd

City Administrator

CITY OF PLAINVIEW PLANNING COMMISSION
FEBRUARY 6, 2024
MEETING MINUTES

The February 6, 2024, meeting for the Plainview Planning Commission was called to order at 6:00 p.m. by Commission Chair Holly Reeve.

Members present: Holly Reeve, Jim Walkes, Scott Kujath, and Don Kuschel.

Members absent: Ann Liebenow-Anttila.

Staff members present: City Administrator David Todd, City Clerk Carol Kujath, and Deputy Clerk Kayla Hall.

Guests in attendance: Brian Malm with Bolton & Menk.

Motion by Kuschel, second by Walkes to approve the Agenda.
Motion carried unanimously.

Motion by Kujath, second by Kuschel to approve the Consent Agenda which included the January 10, 2024, Planning Commission Minutes.
Motion carried unanimously.

Building Inspection Proposals:

Construction Management Services (CMS) has been the City of Plainview's building inspections company for many years. Lately, the City has been experiencing some issues with service delivery, slow processing of permits, and missing permits. The City has also received complaints from applicants regarding the length of time in getting their permits back and inspections taking too long to complete. CMS has recently been sold. The new owner has developed properties in Plainview, which creates a conflict-of-interest issue for building inspection services on certain properties. The Planning Commission requested Administrator David Todd to investigate other options for building inspection services in the area. The only alternative to CMS in the region is MNSPECT. Both CMS and MNSPECT supplied the City with quotes for services. CMS has also provided a quote for hourly as well as a retainer fee option. Both proposals offer office software for filing and tracking permits as well as remote inspections. In CMS' proposal this is an add-on service that costs \$3,300, which will be waived for 2024, however, will be added in 2025 and beyond. MNSPECT offers their office software at no additional cost to the City. The Planning Commission had a lengthy discussion and reviewed both proposals. A cost comparison worksheet was provided by Brian Malm with Bolton & Menk, with updated calculations from CMS. Some of the talking points were the added office software cost, even with it being waived for 2024, this is an added expense in the future, the conflict of interest, whether it is real or not,

just how it is perceived as such, service delivery, reputation, and communication. It was noted that if the Planning Commission recommends to Council to switch to MNSPECT, it can be addressed again in the future if the City is not satisfied with the service being provided by MNSPECT. References for MNSPECT were provided to the Planning Commission for review. Administrator Todd did receive feedback from local contractors on their experiences with CMS, which were all positive.

Motion by Reeve, second by Kuschel to recommend to the City Council to accept the building inspection services as proposed by MNSPECT.

Motion carried unanimously.

Updates/Discussion:

Reeve – Condolences to the family of Roger Durgin. Roger served on the Planning Commission for several years and will be missed and remembered with gratitude for his service to the City.

Clerk Kujath – The Planning Commission is down two (2) members, and the City is having a tough time recruiting residents to volunteer to be on the Planning Commission. The City of Elgin pays a stipend to their Planning Commission per meeting. This is something the City of Plainview may want to consider.

Administrator Todd – Per City Code the Planning Commission is to have seven (7) members, two (2) of which can be council members. The Planning Commission has been a difficult board to fill due to the number of board members needed and for members to have an understanding or at least rudimentary knowledge of the trades regarding building inspections and planning. In small towns it has been difficult to find commission members. Would recommend the Council and Planning Commission reach out to see if they can find interested people to serve on the Planning Commission.

Motion by Kuschel, second by Walkes to adjourn.

Motion carried unanimously.

Meeting adjourned at 6:35 p.m.

Planning Commissioner

City Clerk

Date

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM:	Amendment to Commercial District Improvement loan for 42 N Main Common Grounds, LLC	AGENDA SECTION: New Business
PREPARED BY:	Vicki Axley, Finance Director	AGENDA NO. 7.A.
ATTACHMENTS:	Amended Loan Agreement, Original Loan Agreement, New Amortization Schedule	APPROVED BY: DT
RECOMMENDED ACTION: Motion to approve the First Amendment to the Commercial District Improvement Loan Agreement dated December 26, 2017, with 42 N Main Common Grounds, LLC.		

SUMMARY

42 N Main Common Grounds (Cabin Coffee) was awarded a Commercial District Improvement Loan December 26, 2017, in the amount of \$10,000 to develop the property at 10 W Broadway into a restaurant business. Per the initial loan agreement, payments were to begin May 12, 2019. The city has determined that no payments have been made since the date of the loan.

We recognize the challenges that service industry businesses faced during the COVID pandemic and the impact that it had on their projected revenues. However, those restrictions are now over, and we need to address the repayment status of this loan.

David and I met with the owner of Cabin Coffee to discuss the loan and were able to reach an agreement to amend the payment terms on this loan. The loan balance of \$10,000 shall be repaid monthly beginning on May 1, 2024, and continuing for 60 months with an interest rate of 3%. Staff recommends approval of this loan amendment.

**CITY OF PLAINVIEW
COMMERICAL DISTRICT IMPROVEMENT PROGRAM
FIRST AMENDMENT TO LOAN AGREEMENT DATED DECEMBER 26, 2017**

THIS FIRST AMENDMENT (“First Amendment”) to the LOAN AGREEMENT (“Original Agreement”) dated December 26, 2017 is made and entered into as of this ____ day of _____, 2024 (the “Effective Date,”), by 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota (the “Recipient”), and the City of Plainview, Minnesota, a municipal corporation under the laws of the State of Minnesota, 241 West Broadway, Plainview, MN 55964 (the “City”).

WITNESSETH:

WHEREAS, the City administers a Commercial District Improvement Program (the “Loan Program”) for the purpose of encouraging property owners to make improvements to property located in the City’s C1 and C2 districts; and

WHEREAS, Recipient was awarded a Commercial District Improvement Loan on May 10, 2017 in the amount of ten thousand dollars (\$10,000.00) to develop the property at 10 W Broadway into a restaurant business; and

WHEREAS, the City has determined that no payments have been made by Recipient since the date of the loan; and

WHEREAS, the City and Recipient have mutually agreed to amend the Original Agreement with new repayment terms as stated in this First Amendment to the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The Original Agreement is attached hereto and incorporated herein by reference as Exhibit A.
2. The City and Recipient agree that the terms of the Original Agreement shall remain in full force and effect as stated therein, and that the Original Agreement is only amended as stated in this First Amendment. To the extent the terms of the Original Agreement and this First Amendment conflict, the terms of this First Amendment shall supersede the Original Agreement.
3. The currently existing loan balance of \$10,000 shall be repaid, beginning on May 1, 2024, and continuing for 60 months with a interest rate of 3%, and pursuant to the amortization schedule attached hereto and incorporated herein by reference as Exhibit B.

IN WITNESS WHEREOF the parties have caused these presents to be signed as of the date first above mentioned.

RECIPIENT:

Date: _____

By: _____

Charlene Balcome

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

This instrument was acknowledged before me on _____, 2024, by Charlene Balcome, as _____, of 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota.

(Notary Seal)

Notary Public

CITY OF PLAINVIEW

Date: _____

By: _____

Aaron Luckstein, Its Mayor

Date: _____

By: _____

David Todd, City Administrator

[illegible]

This instrument was acknowledged before me on _____, 2024, by Aaron Luckstein, as Mayor, and David Todd, as City Administrator, of the City of Plainview, Minnesota.

(Notary Seal)

Notary Public

Exhibit A

Original Loan Agreement Follows this Page

**CITY OF PLAINVIEW
COMMERICAL DISTRICT IMPROVEMENT PROGRAM
LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Agreement") is made and entered into as of this 26 day of DECEMBER, 2017 (the "Effective Date,"), by and 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota (the "Recipient"), and the City of Plainview, Minnesota, a municipal corporation under the laws of the State of Minnesota, 241 West Broadway, Plainview, MN 55964 (the "City").

WITNESSETH:

WHEREAS, the City administers a Commercial District Improvement Program (the "Loan Program") for the purpose of encouraging property owners to make improvements to property located in the City's C1 and C2 districts; and

WHEREAS, Recipient currently owns real property located at 10 W Broadway Street in the City of Plainview and Recipient has applied to the City for a loan to develop the property into a coffee shop; and

WHEREAS, the City has determined that Recipient's loan application is consistent with the intent of its Loan Program and has agreed to make a loan in the principal amount of \$10,000.00 in accordance with the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. AMOUNT AND TERMS OF THE LOAN.

a. Loan. Subject to, and upon the terms and conditions herein set forth, the City agrees to make a loan to Recipient in the principal amount of Ten Thousand and No/100ths Dollars (\$10,000.00) (the "Loan").

b. Length of Loan. The length of the loan shall be for a period of seven (7) years with a maturity date of April 12, 2023.

c. Repayment Terms. The Recipient shall repay the loan as follows:

(i) Within a period of 36 months from April 12, 2016, (the date of the loan), Recipient may repay the entire principal balance interest free.

(ii) If payment of the entire principal balance is not made in full by April 12, 2019 (36 months from the date of the loan), interest shall accrue on the unpaid principal balance at an annual rate of three percent (3%). Monthly payments of principal and interest shall be made commencing on May 12, 2019, and each month thereafter until April 12, 2023, when all remaining principal and interest due thereon shall be paid in full.

d. Promissory Note. Recipient shall execute a Promissory Note in the amount of Ten Thousand and No/100ths Dollars (\$10,000.00).

e. Amortization Schedule. If payment of the entire principal balance is not made in full by April 12, 2019 (36 months from the date of the loan), an amortization schedule shall be prepared by the City and sent to the Recipient by certified mail, return receipt requested, at the address provided by the Recipient in the loan application unless the Recipient has provided the City, in writing, an updated mailing address.

2. REPRESENTATIONS OF RECIPIENT. Recipient warrants that the following statements are true:

a. The statements and representations made in Recipient's request for the Loan were at the time of the request and are as of the date hereof true and correct.

b. Recipient is in good standing with all public entities having any authority or jurisdiction over Recipient, and Recipient is in compliance with and shall at all times remain in compliance with all federal, state and local laws, rules and regulations which apply to Recipient.

c. Recipient shall use the Loan funds for, and only for, the purposes stated in Recipient's request or as otherwise approved by the City in the award of the Loan, specifically, costs related to the construction of a coffee shop at 10 W Broadway Street in the City of Plainview, MN;

3. DISCLOSURE BY RECIPIENT. Recipient shall provide to the City, upon request, any and all business and financial records as may be necessary to confirm to the City that Loan funds have been used in compliance with the approved purposes of the Loan.

4. REPAYMENT OF LOAN FUNDS. Recipient shall repay the Loan as set forth in Section 1.e. above. Recipient may prepay the Loan at any time without penalty. Principal and interest shall be payable in lawful money of the United States at the City's offices located at 241 West Broadway, Plainview, MN 55964.

5. SECURITY. As security for the payment of principal and accrued interest under this Agreement, Recipient hereby grants the following to the City:

a. Mortgage. A mortgage on the real property located at 10 W Broadway Street, Plainview, Minnesota.

6. EVENTS OF DEFAULT OF RECIPIENT. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

a. Recipient shall fail to pay when due (whether by acceleration or otherwise) principal or interest under this Agreement, and such default unless otherwise cured shall have

continued for a period of thirty calendar days after Recipient receives notice thereof from the City;

b. Recipient shall sell the property located at 10 W Broadway Street, Plainview, Minnesota, at any time during the term of this Agreement;

c. Any representation or warranty made by or on behalf of Recipient in this Agreement, in any other Loan Document or in any statement or certificate given in writing pursuant thereto or in connection therewith is false, misleading or incomplete in any material respect when made (or deemed to have been made);

d. Recipient fails or neglects to perform, keep or observe any covenant set forth in this Agreement and the same has not been cured within thirty calendar days after Recipient receives notice thereof from the City;

e. Recipient shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to themselves or their debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against them, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay their debts as they become due;

f. An involuntary case or other proceeding shall be commenced against Recipient seeking liquidation, reorganization or other relief with respect to them or their debts under any bankruptcy, insolvency or other similar law now or hereafter in effect and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Recipient under the federal bankruptcy laws as now or hereafter in effect; or

g. This Agreement, for any reason (other than the satisfaction in full of all amounts owing in connection with the Loan) ceases to be, or is asserted by Recipient not to be, a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms, and such occurrence has not been cured to the City's satisfaction within five (5) calendar days after Recipient receives notice thereof from the City.

7. CITY REMEDIES IN EVENT OF DEFAULT. If an Event of Default shall occur and be continuing, the outstanding principal amount of the Loan and interest accrued thereon shall be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, interest thereon shall accrue on the total amount of the Loan (principal and interest) outstanding from and after the date of default at the rate of .00 percent simple interest per annum (the current interest rate on state court judgments established by the State Court Administrator's office), and an action therefore shall immediately accrue. After the date of default, payments by Recipient shall be applied first to interest and then to principal. Recipient shall also pay any costs of collection, including but not limited to reasonable

attorneys' fees and expenses, incurred by the City in enforcing this obligation.

8. GENERAL TERMS.

a. 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.

b. 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.

c. Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

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

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 Recipient.

f. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Recipient agrees that the, the City of Plainview, State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Recipient and involve transactions relating to this Agreement.

Recipient agrees to maintain these records for a period of six years from the date of termination of this Agreement.

g. Compliance with Laws. Recipient shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

h. Interest by City/City Officials. No elected official, officer, or employee of the City of Plainview or the City shall, during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this

Agreement or the proceeds thereof.

i. Governing Law. This Agreement shall be deemed to have been made and accepted in Wabasha 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.

j. Data Practices. 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.*

k. 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.

l. 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.

m. 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.

n. 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.

o. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of the City and Recipient arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

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

IN WITNESS WHEREOF the parties have caused these presents to be signed as of the date first above mentioned.

RECIPIENT:

Date: 12-26-17

By: Charlene Balcome
Charlene Balcome
Its: President

Date: _____

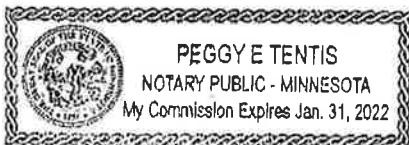
By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

This instrument was acknowledged before me on Dec. 26th, 2017, by Charlene Balcome, as President and by _____, as _____, of 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota.

(Notary Seal)



Peggy E. Tentis
Notary Public

CITY OF PLAINVIEW

Date: 12-26-17

By: Roger Ziebell
Roger Ziebell, Its Mayor

Date: 12-26-17

By: John Chattin
John Chattin, Its Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

This instrument was acknowledged before me on Dec. 26th, 2017, by Roger Ziebell,
as Mayor, and John Chattin, as Interim City Administrator, of the City of Plainview, Minnesota.

(Notary Seal)

Peggy E. Tentis
Notary Public

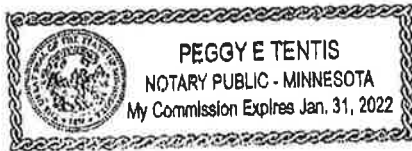


Exhibit B

Amortization Schedule Follows this Page

42 N Main Common Grounds, LLC Commercial District Improvement Program Loan

Loan amount	\$ 10,000.00	Monthly payment	\$ 179.69
Annual interest rate	3.00%	Number of payments	60
Loan period in years	5	Total interest	\$ 781.21
Amended Loan Date	4/1/2024	Total cost of loan	\$ 10,781.21

No.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
1	5/1/2024	\$ 10,000.00	\$ 179.69	\$ 154.69	\$ 25.00	\$ 9,845.31
2	6/1/2024	\$ 9,845.31	\$ 179.69	\$ 155.07	\$ 24.61	\$ 9,690.24
3	7/1/2024	\$ 9,690.24	\$ 179.69	\$ 155.46	\$ 24.23	\$ 9,534.78
4	8/1/2024	\$ 9,534.78	\$ 179.69	\$ 155.85	\$ 23.84	\$ 9,378.93
5	9/1/2024	\$ 9,378.93	\$ 179.69	\$ 156.24	\$ 23.45	\$ 9,222.69
6	10/1/2024	\$ 9,222.69	\$ 179.69	\$ 156.63	\$ 23.06	\$ 9,066.06
7	11/1/2024	\$ 9,066.06	\$ 179.69	\$ 157.02	\$ 22.67	\$ 8,909.04
8	12/1/2024	\$ 8,909.04	\$ 179.69	\$ 157.41	\$ 22.27	\$ 8,751.62
9	1/1/2025	\$ 8,751.62	\$ 179.69	\$ 157.81	\$ 21.88	\$ 8,593.81
10	2/1/2025	\$ 8,593.81	\$ 179.69	\$ 158.20	\$ 21.48	\$ 8,435.61
11	3/1/2025	\$ 8,435.61	\$ 179.69	\$ 158.60	\$ 21.09	\$ 8,277.01
12	4/1/2025	\$ 8,277.01	\$ 179.69	\$ 158.99	\$ 20.69	\$ 8,118.02
13	5/1/2025	\$ 8,118.02	\$ 179.69	\$ 159.39	\$ 20.30	\$ 7,958.63
14	6/1/2025	\$ 7,958.63	\$ 179.69	\$ 159.79	\$ 19.90	\$ 7,798.84
15	7/1/2025	\$ 7,798.84	\$ 179.69	\$ 160.19	\$ 19.50	\$ 7,638.65
16	8/1/2025	\$ 7,638.65	\$ 179.69	\$ 160.59	\$ 19.10	\$ 7,478.06
17	9/1/2025	\$ 7,478.06	\$ 179.69	\$ 160.99	\$ 18.70	\$ 7,317.07
18	10/1/2025	\$ 7,317.07	\$ 179.69	\$ 161.39	\$ 18.29	\$ 7,155.67
19	11/1/2025	\$ 7,155.67	\$ 179.69	\$ 161.80	\$ 17.89	\$ 6,993.87
20	12/1/2025	\$ 6,993.87	\$ 179.69	\$ 162.20	\$ 17.48	\$ 6,831.67
21	1/1/2026	\$ 6,831.67	\$ 179.69	\$ 162.61	\$ 17.08	\$ 6,669.06
22	2/1/2026	\$ 6,669.06	\$ 179.69	\$ 163.01	\$ 16.67	\$ 6,506.05
23	3/1/2026	\$ 6,506.05	\$ 179.69	\$ 163.42	\$ 16.27	\$ 6,342.63
24	4/1/2026	\$ 6,342.63	\$ 179.69	\$ 163.83	\$ 15.86	\$ 6,178.80
25	5/1/2026	\$ 6,178.80	\$ 179.69	\$ 164.24	\$ 15.45	\$ 6,014.56
26	6/1/2026	\$ 6,014.56	\$ 179.69	\$ 164.65	\$ 15.04	\$ 5,849.91
27	7/1/2026	\$ 5,849.91	\$ 179.69	\$ 165.06	\$ 14.62	\$ 5,684.84
28	8/1/2026	\$ 5,684.84	\$ 179.69	\$ 165.47	\$ 14.21	\$ 5,519.37
29	9/1/2026	\$ 5,519.37	\$ 179.69	\$ 165.89	\$ 13.80	\$ 5,353.48
30	10/1/2026	\$ 5,353.48	\$ 179.69	\$ 166.30	\$ 13.38	\$ 5,187.18
31	11/1/2026	\$ 5,187.18	\$ 179.69	\$ 166.72	\$ 12.97	\$ 5,020.46

No.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
32	12/1/2026	\$ 5,020.46	\$ 179.69	\$ 167.14	\$ 12.55	\$ 4,853.32
33	1/1/2027	\$ 4,853.32	\$ 179.69	\$ 167.55	\$ 12.13	\$ 4,685.77
34	2/1/2027	\$ 4,685.77	\$ 179.69	\$ 167.97	\$ 11.71	\$ 4,517.80
35	3/1/2027	\$ 4,517.80	\$ 179.69	\$ 168.39	\$ 11.29	\$ 4,349.41
36	4/1/2027	\$ 4,349.41	\$ 179.69	\$ 168.81	\$ 10.87	\$ 4,180.59
37	5/1/2027	\$ 4,180.59	\$ 179.69	\$ 169.24	\$ 10.45	\$ 4,011.36
38	6/1/2027	\$ 4,011.36	\$ 179.69	\$ 169.66	\$ 10.03	\$ 3,841.70
39	7/1/2027	\$ 3,841.70	\$ 179.69	\$ 170.08	\$ 9.60	\$ 3,671.62
40	8/1/2027	\$ 3,671.62	\$ 179.69	\$ 170.51	\$ 9.18	\$ 3,501.11
41	9/1/2027	\$ 3,501.11	\$ 179.69	\$ 170.93	\$ 8.75	\$ 3,330.17
42	10/1/2027	\$ 3,330.17	\$ 179.69	\$ 171.36	\$ 8.33	\$ 3,158.81
43	11/1/2027	\$ 3,158.81	\$ 179.69	\$ 171.79	\$ 7.90	\$ 2,987.02
44	12/1/2027	\$ 2,987.02	\$ 179.69	\$ 172.22	\$ 7.47	\$ 2,814.80
45	1/1/2028	\$ 2,814.80	\$ 179.69	\$ 172.65	\$ 7.04	\$ 2,642.15
46	2/1/2028	\$ 2,642.15	\$ 179.69	\$ 173.08	\$ 6.61	\$ 2,469.07
47	3/1/2028	\$ 2,469.07	\$ 179.69	\$ 173.51	\$ 6.17	\$ 2,295.56
48	4/1/2028	\$ 2,295.56	\$ 179.69	\$ 173.95	\$ 5.74	\$ 2,121.61
49	5/1/2028	\$ 2,121.61	\$ 179.69	\$ 174.38	\$ 5.30	\$ 1,947.23
50	6/1/2028	\$ 1,947.23	\$ 179.69	\$ 174.82	\$ 4.87	\$ 1,772.41
51	7/1/2028	\$ 1,772.41	\$ 179.69	\$ 175.26	\$ 4.43	\$ 1,597.15
52	8/1/2028	\$ 1,597.15	\$ 179.69	\$ 175.69	\$ 3.99	\$ 1,421.46
53	9/1/2028	\$ 1,421.46	\$ 179.69	\$ 176.13	\$ 3.55	\$ 1,245.32
54	10/1/2028	\$ 1,245.32	\$ 179.69	\$ 176.57	\$ 3.11	\$ 1,068.75
55	11/1/2028	\$ 1,068.75	\$ 179.69	\$ 177.02	\$ 2.67	\$ 891.74
56	12/1/2028	\$ 891.74	\$ 179.69	\$ 177.46	\$ 2.23	\$ 714.28
57	1/1/2029	\$ 714.28	\$ 179.69	\$ 177.90	\$ 1.79	\$ 536.38
58	2/1/2029	\$ 536.38	\$ 179.69	\$ 178.35	\$ 1.34	\$ 358.03
59	3/1/2029	\$ 358.03	\$ 179.69	\$ 178.79	\$ 0.90	\$ 179.24
60	4/1/2029	\$ 179.24	\$ 179.69	\$ 179.24	\$ 0.45	\$ 0.00

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM:	Amendment to Lot Development Loan Agreement for 42 N Main Common Grounds, LLC	AGENDA SECTION: New Business
PREPARED BY:	Vicki Axley, Finance Director	AGENDA NO. 7.B.
ATTACHMENTS:	Amended Loan Agreement, Original Loan Agreement, New Amortization Schedule	APPROVED BY: DT
RECOMMENDED ACTION: Motion to approve the First Amendment to the Lot Development Program Loan Agreement dated May 10, 2017, with 42 N Main Common Grounds, LLC.		

SUMMARY

42 N Main Common Grounds (Cabin Coffee) was awarded a Lot Development on May 10, 2017, in the amount of \$10,000 to develop the property at 10 W Broadway into a restaurant business. Per the initial loan agreement, payments were to begin May 12, 2019. The city has determined that no payments have been made since the date of the loan.

We recognize the challenges that service industry businesses faced during the COVID pandemic and the impact that it had on their projected revenues. However, those restrictions are now over, and we need to address the repayment status of this loan.

David and I met with the owner of Cabin Coffee to discuss the loan and were able to reach an agreement to amend the payment terms on this loan. The loan balance of \$10,000 shall be repaid monthly beginning on May 1, 2024, and continuing for 60 months with an interest rate of 3%. Staff recommends approval of this loan amendment.

**CITY OF PLAINVIEW
LOT DEVELOPMENT PROGRAM
FIRST AMENDMENT TO LOAN AGREEMENT DATED MAY 10, 2017**

THIS FIRST AMENDMENT (“First Amendment”) to the LOAN AGREEMENT (“Original Agreement”) dated May 10, 2017 is made and entered into as of this ____ day of ____, 2024 (the “Effective Date,”), by 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota (the “Recipient”), and the City of Plainview, Minnesota, a municipal corporation under the laws of the State of Minnesota, 241 West Broadway, Plainview, MN 55964 (the “City”).

WITNESSETH:

WHEREAS, the City administers a Lot Development Program (the “Loan Program”) for the purpose of encouraging property owners to develop commercial and industrial lots located in the City; and

WHEREAS, Recipient was awarded a Lot Development Loan on May 10, 2017 in the amount of ten thousand dollars (\$10,000.00) to develop the property at 10 W Broadway into a restaurant business; and

WHEREAS, the City has determined that no payments have been made by Recipient since the date of the loan; and

WHEREAS, the City and Recipient have mutually agreed to amend the Original Agreement with new repayment terms as stated in this First Amendment to the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The Original Agreement is attached hereto and incorporated herein by reference as Exhibit A.
2. The City and Recipient agree that the terms of the Original Agreement shall remain in full force and effect as stated therein, and that the Original Agreement is only amended as stated in this First Amendment. To the extent the terms of the Original Agreement and this First Amendment conflict, the terms of this First Amendment shall supersede the Original Agreement.
3. The currently existing loan balance of \$10,000 shall be repaid, beginning on May 1, 2024, and continuing for 60 months with a interest rate of 3%, and pursuant to the amortization schedule attached hereto and incorporated herein by reference as Exhibit B.

IN WITNESS WHEREOF the parties have caused these presents to be signed as of the date first above mentioned.

RECIPIENT:

Date: _____

By: _____

Charlene Balcome

Its: _____

[illegible]

This instrument was acknowledged before me on _____, 2024, by Charlene Balcome, as _____, of 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota.

(Notary Seal)

Notary Public

CITY OF PLAINVIEW

Date: _____

By: _____

Aaron Luckstein, Its Mayor

Date: _____

By: _____

David Todd, City Administrator

[illegible]

This instrument was acknowledged before me on _____, 2024, by Aaron Luckstein, as Mayor, and David Todd, as City Administrator, of the City of Plainview, Minnesota.

(Notary Seal)

Notary Public

Exhibit A

Original Loan Agreement Follows this Page

**CITY OF PLAINVIEW
LOT DEVELOPMENT PROGRAM
LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Agreement") is made and entered into as of this 10th day of May, 2017 (the "Effective Date,"), by 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota (the "Recipient"), and the City of Plainview, Minnesota, a municipal corporation under the laws of the State of Minnesota, 241 West Broadway, Plainview, MN 55964 (the "City").

WITNESSETH:

WHEREAS, the City administers a Lot Development Program (the "Loan Program") for the purpose of encouraging development of residential, commercial and industrial lots in the City; and

WHEREAS, Recipient currently owns real property located at 10 W Broadway Street in the City of Plainview and Recipient has applied to the City for a loan to develop the property into a coffee shop; and

WHEREAS, the City has determined that Recipient's loan application is consistent with the intent of its Loan Program and has agreed to make a loan in the principal amount of \$10,000.00 in accordance with the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. AMOUNT AND TERMS OF THE LOAN.

a. Loan. Subject to, and upon the terms and conditions herein set forth, the City agrees to make a loan to Recipient in the principal amount of Ten Thousand and No/100ths Dollars (\$10,000.00) (the "Loan").

b. Length of Loan. The length of the loan shall be for a period of seven (7) years, with a maturity date of April 12, 2023.

c. Repayment Terms. The Recipient shall repay the loan as follows:

(i) Within a period of 36 months from April 12, 2016, (the date of the loan), Recipient may repay the entire principal balance interest free.

(ii) If payment of the entire principal balance is not made in full by April 12, 2019 (36 months from the date of the loan), interest shall accrue on the unpaid principal balance at an annual rate of three percent (3%). Monthly payments of principal and interest shall be made commencing on May 12, 2019, and each month thereafter until April 12, 2023, when all remaining principal and interest due thereon shall be paid in full.

d. Promissory Note. Recipient shall execute a Promissory Note in the amount of Ten Thousand and No/100ths Dollars (\$10,000.00).

e. Amortization Schedule. If payment of the entire principal balance is not made in full by April 12, 2019 (36 months from the date of the loan), an amortization schedule shall be prepared by the City and sent to the Recipient by certified mail, return receipt requested, at the address provided by the Recipient in the loan application unless the Recipient has provided the City, in writing, an updated mailing address.

2. REPRESENTATIONS OF RECIPIENT. Recipient warrants that the following statements are true:

a. The statements and representations made in Recipient's request for the Loan were at the time of the request and are as of the date hereof true and correct.

b. Recipient is in good standing with all public entities having any authority or jurisdiction over Recipient, and Recipient is in compliance with and shall at all times remain in compliance with all federal, state and local laws, rules and regulations which apply to Recipient.

c. Recipient shall use the Loan funds for, and only for, the purposes stated in Recipient's request or as otherwise approved by the City in the award of the Loan, specifically, costs related to the construction of a coffee shop at 10 W Broadway Street in the City of Plainview, MN;

3. DISCLOSURE BY RECIPIENT. Recipient shall provide to the City, upon request, any and all business and financial records as may be necessary to confirm to the City that Loan funds have been used in compliance with the approved purposes of the Loan.

4. REPAYMENT OF LOAN FUNDS. Recipient shall repay the Loan as set forth in Section 1.e. above. Recipient may prepay the Loan at any time without penalty. Principal and interest shall be payable in lawful money of the United States at the City's offices located at 241 West Broadway, Plainview, MN 55964.

5. SECURITY. As security for the payment of principal and accrued interest under this Agreement, Recipient hereby grants the following to the City:

a. Mortgage. A mortgage on the real property located at 10 W Broadway Street, Plainview, Minnesota.

6. EVENTS OF DEFAULT OF RECIPIENT. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

a. Recipient shall fail to pay when due (whether by acceleration or otherwise) principal or interest under this Agreement, and such default unless otherwise cured shall have

continued for a period of thirty calendar days after Recipient receives notice thereof from the City;

b. Recipient shall sell the property located at 10 W Broadway Street, Plainview, Minnesota, at any time during the term of this Agreement;

c. Any representation or warranty made by or on behalf of Recipient in this Agreement, in any other Loan Document or in any statement or certificate given in writing pursuant thereto or in connection therewith is false, misleading or incomplete in any material respect when made (or deemed to have been made);

d. Recipient fails or neglects to perform, keep or observe any covenant set forth in this Agreement and the same has not been cured within thirty calendar days after Recipient receives notice thereof from the City;

e. Recipient shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to themselves or their debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against them, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay their debts as they become due;

f. An involuntary case or other proceeding shall be commenced against Recipient seeking liquidation, reorganization or other relief with respect to them or their debts under any bankruptcy, insolvency or other similar law now or hereafter in effect and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Recipient under the federal bankruptcy laws as now or hereafter in effect; or

g. This Agreement, for any reason (other than the satisfaction in full of all amounts owing in connection with the Loan) ceases to be, or is asserted by Recipient not to be, a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms, and such occurrence has not been cured to the City's satisfaction within five (5) calendar days after Recipient receives notice thereof from the City.

7. CITY REMEDIES IN EVENT OF DEFAULT. If an Event of Default shall occur and be continuing, the outstanding principal amount of the Loan and interest accrued thereon shall be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, interest thereon shall accrue on the total amount of the Loan (principal and interest) outstanding from and after the date of default at the rate of .00 percent simple interest per annum (the current interest rate on state court judgments established by the State Court Administrator's office), and an action therefore shall immediately accrue. After the date of default, payments by Recipient shall be applied first to interest and then to principal. Recipient shall also pay any costs of collection, including but not limited to reasonable

attorneys' fees and expenses, incurred by the City in enforcing this obligation.

8. GENERAL TERMS.

a. 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.

b. 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.

c. Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

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

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 Recipient.

f. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Recipient agrees that the, the City of Plainview, State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Recipient and involve transactions relating to this Agreement.

Recipient agrees to maintain these records for a period of six years from the date of termination of this Agreement.

g. Compliance with Laws. Recipient shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

h. Interest by City/City Officials. No elected official, officer, or employee of the City of Plainview or the City shall, during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this

Agreement or the proceeds thereof.

i. Governing Law. This Agreement shall be deemed to have been made and accepted in Wabasha 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.

j. Data Practices. 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.*

k. 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.

l. 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.

m. 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.

n. 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.

o. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of the City and Recipient arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

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

IN WITNESS WHEREOF the parties have caused these presents to be signed as of the date first above mentioned.

RECIPIENT:

42 N Main Common Grounds, LLC

Date: 5-8-17

By: Charlene Balcome
Charlene Balcome
Its: Owner - President

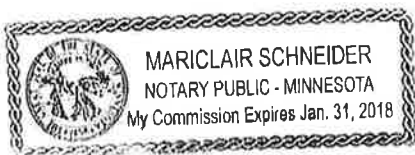
Date: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

This instrument was acknowledged before me on May 8, 2017, by Charlene Balcome, as _____, and _____, as _____, of 42 N Main Common Grounds, LLC, a limited liability company under the laws of the State of Minnesota.

(Notary Seal)



Mariclaire Schneider
Notary Public

CITY OF PLAINVIEW

Date: 5/10/17

By: Roger Ziebell
Roger Ziebell, Its Mayor

Date: 5/10/17

By: Renee Mierau
Renee Mierau, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

This instrument was acknowledged before me on May 10, 2017, by Roger Ziebell, as Mayor, and Renee Mierau, as City Administrator, of the City of Plainview, Minnesota.

(Notary Seal)



Mariclaire Schneider
Notary Public

Exhibit B

Amortization Schedule Follows this Page

42 N Main Common Grounds, LLC Lot Development Program Loan

Loan amount	\$ 10,000.00	Monthly payment	\$ 179.69
Annual interest rate	3.00%	Number of payments	60
Loan period in years	5	Total interest	\$ 781.21
Amended Loan Date	4/1/2024	Total cost of loan	\$ 10,781.21

No.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
1	5/1/2024	\$ 10,000.00	\$ 179.69	\$ 154.69	\$ 25.00	\$ 9,845.31
2	6/1/2024	\$ 9,845.31	\$ 179.69	\$ 155.07	\$ 24.61	\$ 9,690.24
3	7/1/2024	\$ 9,690.24	\$ 179.69	\$ 155.46	\$ 24.23	\$ 9,534.78
4	8/1/2024	\$ 9,534.78	\$ 179.69	\$ 155.85	\$ 23.84	\$ 9,378.93
5	9/1/2024	\$ 9,378.93	\$ 179.69	\$ 156.24	\$ 23.45	\$ 9,222.69
6	10/1/2024	\$ 9,222.69	\$ 179.69	\$ 156.63	\$ 23.06	\$ 9,066.06
7	11/1/2024	\$ 9,066.06	\$ 179.69	\$ 157.02	\$ 22.67	\$ 8,909.04
8	12/1/2024	\$ 8,909.04	\$ 179.69	\$ 157.41	\$ 22.27	\$ 8,751.62
9	1/1/2025	\$ 8,751.62	\$ 179.69	\$ 157.81	\$ 21.88	\$ 8,593.81
10	2/1/2025	\$ 8,593.81	\$ 179.69	\$ 158.20	\$ 21.48	\$ 8,435.61
11	3/1/2025	\$ 8,435.61	\$ 179.69	\$ 158.60	\$ 21.09	\$ 8,277.01
12	4/1/2025	\$ 8,277.01	\$ 179.69	\$ 158.99	\$ 20.69	\$ 8,118.02
13	5/1/2025	\$ 8,118.02	\$ 179.69	\$ 159.39	\$ 20.30	\$ 7,958.63
14	6/1/2025	\$ 7,958.63	\$ 179.69	\$ 159.79	\$ 19.90	\$ 7,798.84
15	7/1/2025	\$ 7,798.84	\$ 179.69	\$ 160.19	\$ 19.50	\$ 7,638.65
16	8/1/2025	\$ 7,638.65	\$ 179.69	\$ 160.59	\$ 19.10	\$ 7,478.06
17	9/1/2025	\$ 7,478.06	\$ 179.69	\$ 160.99	\$ 18.70	\$ 7,317.07
18	10/1/2025	\$ 7,317.07	\$ 179.69	\$ 161.39	\$ 18.29	\$ 7,155.67
19	11/1/2025	\$ 7,155.67	\$ 179.69	\$ 161.80	\$ 17.89	\$ 6,993.87
20	12/1/2025	\$ 6,993.87	\$ 179.69	\$ 162.20	\$ 17.48	\$ 6,831.67
21	1/1/2026	\$ 6,831.67	\$ 179.69	\$ 162.61	\$ 17.08	\$ 6,669.06
22	2/1/2026	\$ 6,669.06	\$ 179.69	\$ 163.01	\$ 16.67	\$ 6,506.05
23	3/1/2026	\$ 6,506.05	\$ 179.69	\$ 163.42	\$ 16.27	\$ 6,342.63
24	4/1/2026	\$ 6,342.63	\$ 179.69	\$ 163.83	\$ 15.86	\$ 6,178.80
25	5/1/2026	\$ 6,178.80	\$ 179.69	\$ 164.24	\$ 15.45	\$ 6,014.56
26	6/1/2026	\$ 6,014.56	\$ 179.69	\$ 164.65	\$ 15.04	\$ 5,849.91
27	7/1/2026	\$ 5,849.91	\$ 179.69	\$ 165.06	\$ 14.62	\$ 5,684.84
28	8/1/2026	\$ 5,684.84	\$ 179.69	\$ 165.47	\$ 14.21	\$ 5,519.37
29	9/1/2026	\$ 5,519.37	\$ 179.69	\$ 165.89	\$ 13.80	\$ 5,353.48
30	10/1/2026	\$ 5,353.48	\$ 179.69	\$ 166.30	\$ 13.38	\$ 5,187.18
31	11/1/2026	\$ 5,187.18	\$ 179.69	\$ 166.72	\$ 12.97	\$ 5,020.46

No.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
32	12/1/2026	\$ 5,020.46	\$ 179.69	\$ 167.14	\$ 12.55	\$ 4,853.32
33	1/1/2027	\$ 4,853.32	\$ 179.69	\$ 167.55	\$ 12.13	\$ 4,685.77
34	2/1/2027	\$ 4,685.77	\$ 179.69	\$ 167.97	\$ 11.71	\$ 4,517.80
35	3/1/2027	\$ 4,517.80	\$ 179.69	\$ 168.39	\$ 11.29	\$ 4,349.41
36	4/1/2027	\$ 4,349.41	\$ 179.69	\$ 168.81	\$ 10.87	\$ 4,180.59
37	5/1/2027	\$ 4,180.59	\$ 179.69	\$ 169.24	\$ 10.45	\$ 4,011.36
38	6/1/2027	\$ 4,011.36	\$ 179.69	\$ 169.66	\$ 10.03	\$ 3,841.70
39	7/1/2027	\$ 3,841.70	\$ 179.69	\$ 170.08	\$ 9.60	\$ 3,671.62
40	8/1/2027	\$ 3,671.62	\$ 179.69	\$ 170.51	\$ 9.18	\$ 3,501.11
41	9/1/2027	\$ 3,501.11	\$ 179.69	\$ 170.93	\$ 8.75	\$ 3,330.17
42	10/1/2027	\$ 3,330.17	\$ 179.69	\$ 171.36	\$ 8.33	\$ 3,158.81
43	11/1/2027	\$ 3,158.81	\$ 179.69	\$ 171.79	\$ 7.90	\$ 2,987.02
44	12/1/2027	\$ 2,987.02	\$ 179.69	\$ 172.22	\$ 7.47	\$ 2,814.80
45	1/1/2028	\$ 2,814.80	\$ 179.69	\$ 172.65	\$ 7.04	\$ 2,642.15
46	2/1/2028	\$ 2,642.15	\$ 179.69	\$ 173.08	\$ 6.61	\$ 2,469.07
47	3/1/2028	\$ 2,469.07	\$ 179.69	\$ 173.51	\$ 6.17	\$ 2,295.56
48	4/1/2028	\$ 2,295.56	\$ 179.69	\$ 173.95	\$ 5.74	\$ 2,121.61
49	5/1/2028	\$ 2,121.61	\$ 179.69	\$ 174.38	\$ 5.30	\$ 1,947.23
50	6/1/2028	\$ 1,947.23	\$ 179.69	\$ 174.82	\$ 4.87	\$ 1,772.41
51	7/1/2028	\$ 1,772.41	\$ 179.69	\$ 175.26	\$ 4.43	\$ 1,597.15
52	8/1/2028	\$ 1,597.15	\$ 179.69	\$ 175.69	\$ 3.99	\$ 1,421.46
53	9/1/2028	\$ 1,421.46	\$ 179.69	\$ 176.13	\$ 3.55	\$ 1,245.32
54	10/1/2028	\$ 1,245.32	\$ 179.69	\$ 176.57	\$ 3.11	\$ 1,068.75
55	11/1/2028	\$ 1,068.75	\$ 179.69	\$ 177.02	\$ 2.67	\$ 891.74
56	12/1/2028	\$ 891.74	\$ 179.69	\$ 177.46	\$ 2.23	\$ 714.28
57	1/1/2029	\$ 714.28	\$ 179.69	\$ 177.90	\$ 1.79	\$ 536.38
58	2/1/2029	\$ 536.38	\$ 179.69	\$ 178.35	\$ 1.34	\$ 358.03
59	3/1/2029	\$ 358.03	\$ 179.69	\$ 178.79	\$ 0.90	\$ 179.24
60	4/1/2029	\$ 179.24	\$ 179.69	\$ 179.24	\$ 0.45	\$ 0.00

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM: 2024 Pool Employee Hires	AGENDA SECTION: New Business
PREPARED BY: Michelle Olig, Pool Manager Carol Kujath, City Clerk	AGENDA NO. 7.C.
ATTACHMENTS: Pool Employee List for 2024	APPROVED BY: mo
RECOMMENDED ACTION: Motion to approve the hiring of pool employees as listed for the 2024 pool season.	

SUMMARY

The interview and hiring process for the 2024 pool season is complete for Water Aerobics, Headguard, Water Safety Instructor (WSI), Lifeguard, and Desk Attendant positions. Pool Manager Michelle Olig has provided a list of employees to be approved by Council. All hires are pending drug screens and background checks. Some hires are contingent on passing the Water Safety Instructor Course or Lifeguard Training.

2024 Pool Employees

Headguards/\$17.32

Ellie Eidenschink
Kaylee Peter
Isabel Reeve
Kadence Ihrke
Noah Eidenschink

WSI/\$15.60

Molly Eversman
Emma Tentis
Isabelle Loftus
Presley Marshman**
Maryn Kreofsky**
Adyson Nielsen**
Karly Peter**
Delani Schweim**
Lyllia Benike**
Taylor Tentis**
Olivia Benike**
Lucille Doane**
Margaret Brueske**

Desk Attendants/\$13.00

Teagan Loftus
Lauren Klavetter
Hazel Bartley
Mary Tienter
Ryla Meyer

Water Aerobics/\$14.56

Tamara Sawyer
Bonnie Bosma

Lifeguards/\$14.56

Elizabeth Curtiss
Danica Heppding*
Alyvia Engler*
Cole Floeter*
Gavin Staudacher*
Landon Staudacher*
Aidan Noehl*
Aaron Matiash*
Kadin Hebert*
Sadie Schroeder*
Jayda Schwantz*
Cate Rahman*
Addie Grant*
Gloria Welke*
Kayden Klavetter*
Jordan Murphy*
Maura Marshman*
Paige Marshman*
Taylon Kreofsky*
Ella Bedsted*
Zoey Ziebell*
Matthew Graner*
Brynlee Beauperlant*
Mason Hall*
Hayden Riess*
Dominic Loya*
Grace Prigge*

**Contingent on passing the Water Safety Instructor Course on June 6 and 7, 2024.

*Contingent on passing Lifeguard Training on May 27 and 28, 2024 or May 31 and June 3, 2024.

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: March 12, 2024

AGENDA ITEM: Fire Department Hire	AGENDA SECTION: New Business
PREPARED BY: David Todd, City Administrator	AGENDA NO. 7.D.
ATTACHMENTS: None	APPROVED BY: dt
RECOMMENDED ACTION: 1. Motion to approve the hire of Shane Loftus, Ryan Murphy, and Adam Lyons to the Plainview Fire Department.	

SUMMARY

On February 27, 2024, a committee of firefighters as well as Councilor Holly Reeve and City Administrator David Todd conducted interviews with six very good applicants for open positions within the Plainview Fire Department. Applicants Ryan Murphy, Shane Loftus, and Adam Lyons were selected for the immediate openings and pending City Council approval, will be appointed as new hires to the Plainview Fire Department.

Shane Loftus still holds valid firefighter training certifications from his previous employment with the PFD while Ryan Murphy and Adam Lyons will need to attend training to attain their firefighter 1 certifications, upon Council approval of their hire.

Respectfully Submitted,

David Todd, City Administrator

Important Information Regarding Assessment and Classification of Property

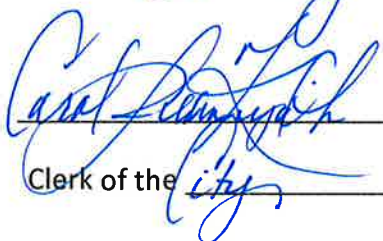
This may affect your 2025 property taxes.

OPEN BOOK APPEAL

NOTICE IS HEREBY GIVEN that the Board of Appeal and Equalization for **Plainview City** will be open from **April 11, 2024 to May 17, 2024** – Contact the Assessor's Office for an Appointment Monday through Friday, 8:00 am to 4:00 pm – Phone: 651-565-3669 or Email: LBAE@co.wabasha.mn.us. The purpose of this meeting is to determine whether taxable property in the jurisdiction has been properly valued and classified by the assessor, and to determine whether corrections need to be made.

If you believe the value or classification of your property is incorrect, please contact your assessor's office to discuss your concerns. If you are still not satisfied with the valuation or classification after discussing it with your assessor, you may appear before the local board of appeal and equalization. The board shall review the valuation, classification, or both if necessary, and shall correct it as needed. Generally, an appearance before your local board of appeal and equalization is required by law before an appeal can be taken to the county board of appeal and equalization.

Given under my hand this 20th day of February, 2024


Clerk of the City of Plainview



City of Plainview

2023 Highlights

As we wrap up a very rewarding and challenging FY 2023, the staff at the City of Plainview would like to take this opportunity to highlight some of the many services provided to our community, expound on some new offerings, and highlight some improvements made to enhance the quality of life for residents.

Public Works:

Plainview's infrastructure, including our water system, sanitary sewer lines, streets, and the other equipment and structures that form the physical backbone of the city, are in the care of the Public Works Department.

Public Works Snapshot:

16.79 Miles of Streets Maintained

19.61 Miles of Water Main

16.54 Miles of Sanitary Sewer Line

3 Lift Stations

2 Wells

PESSD Treated 230 million Gallons of Wastewater

In 2023, the City of Plainview pumped over 107 million gallons of water through our water system which includes a water tower that holds up to 500,000 gallons and 19.61 miles of water main. We also completed proper maintenance on our water system which requires daily checks on our 2 wells and daily water sampling and testing. We applied for, and were awarded, a grant to help with the cost to install a generator at well #2 in 2023. We applied for a second grant to help with the cost to install the generator at well #2 in 2024. This will ensure we have water in the event we have a long period of power outages. We are in the 4th year of a multi-year project to update all home water meters. The new meters will have a longer battery life, cheaper software, and a user-friendly app to track usage and detect leaks.

We maintain 16.54 miles of sanitary sewer lines and 3 lift stations, which help with flow in areas where gravity is not an option. In 2023, the Plainview-Elgin Sewer District treated 230 million gallons of water for the City of Plainview. As we complete street reconstruction, we will reduce the number of old clay sewer systems that allow ground water to infiltrate the joints.

Plainview has 16.79 miles of black-topped streets that run over our sewer and water mains. This year we did a full reconstruction of 10 blocks in the NW quadrant of town. This includes new water, sewers, and storm sewer mains. New blacktop, curb and gutters, and sidewalks. The city applied for and was awarded a grant of \$383,452 to pay for the sidewalks on this project. This project is scheduled to be completed in 2024.

With all this infrastructure comes the responsibility to locate it when someone calls Gopher State One to do work. This year we had 422 locations to ensure our infrastructure is not hit.

We are also responsible for some of those special touches that help give Plainview its hometown, community feel. As seasons change, we put up the business banners, senior graduation banners, flower baskets, and Christmas decorations on the light poles of Broadway.

2023 has been a busy year for the Public Works Department. We take pride in our work as we strive to provide efficient service.

Library:

The Plainview Library seeks to Connect our community with information, experiences, and each other. Some highlights to our mission-driven community service in 2023 included:

Information:

We kicked off a series of changes to make the adult fiction and non-fiction collections more accessible. From raising the collections off the floor to combining all fiction collections into one so there is one spot for each author, patrons appreciate the new browsing experience. We added 2,114 new items and circulated 37,955 items in 2023.

Experiences:

We continued building our programming calendar with downtown StoryStrolls, music concerts, conversation club, author visits, book discussions, and family learning programs. We facilitated 43 in-house events in 2023.

Each Other:

We launched home delivery as an official service available to local patrons in need of a helping hand. We also launched offsite outreach visits. Ukulele sing-alongs and classroom research tutorials were among the favorites for 2023. We coordinated 21 outreach efforts to reach over 357 community members outside of the library walls in 2023.

Community support for library services shines through as members contribute blurbs for the newsletter, volunteer at library events, assist in inventory processes, participate in Plainview Volunteer League projects, and tend our plants and flowers. Library staff members are looking forward to another year of working together with the community to shape, strengthen, and expand library efforts in 2024.

Library Snapshot:

2023 Newsletter Engagement Increased by 11% over 2022

41 Programs Offered to the Community

21 Outreach Efforts Affecting 357 Community Members

2,273 Patrons Visit the Library (268 new patrons in 2023)

Police Department:

In 2023 Plainview Police had 3,776 calls for service.

Out of the 3,776 calls for service 1,280 were traffic stops. Out of 1,280 traffic stops, 249 citations were issued, and 1,031 traffic warnings were given.

Plainview Police charged 23 felony, 19 Gross Misdemeanor, and 29 misdemeanor cases with a total of 71 arrestable offenses.

In January of 2023 we trained and equipped all our officers with NARCAN (Naloxone) which is an opioid antagonist medication that is used to reverse an opioid overdose.

In March of 2023 the police department equipped all our patrol vehicles with the 40mm less lethal impact launcher. This new device gives another non-lethal option to officers when faced with a potential deadly force situation. Two of our officers have been certified as instructors so that all our training can be completed in house, which in turn has a very positive budget impact.

Plainview Police Department hired Officer Javier Prieto to replace Officer Wener who left in December of 2022. The Plainview Police Department retained all its staff for most of 2023.

Police Department Snapshot:

3,776 Calls for Service

1,280 Traffic Stops—249 Citations Issued

71 Custodial Arrests Made

Trained and Equipped Officers with NARCAN Utilized to Save Lives During an OPIOD Overdose Event.

Officer Kevin Kuhlemeier was awarded the Medal of Valor for his bravery exhibited in a May of 2023 call where a suicidal armed male threatened to take the life of his family and self.

Plainview Police was also busy in 2023 with community outreach. The police department hosted National Night Out, was heavily involved with Corn on the Cob Days and the Halloween Remix that was held at Plainview Church of Christ as well as the annual Trunk or Treat event.

Administration Department:

The administration department serves as the head of the city government organization. The city administrator, finance director, city clerk and deputy city clerk function as the very public face of the organization but also serve to guide the course of government operations in conjunction with the City Council. Policies are established, guidance set, and oversight of all public programs and services are conducted out of city hall. FY 2023 was a year of significant change and a few challenges for the city of Plainview. Processes were organized, streamlined, and in many cases were improved. The guidance established by a professional, dedicated staff and City Council has set the tone for improved transparency, better communication, and a vision for the future of the city.

2023 shone a spotlight on process improvements for development within the city. Significant progress was made updating and modifying our development code, also known as the 600 Code, and will be completed and adopted in early 2024.

The City has processed 296 building permits in 2023—less 153 from the prior year—however, is an increase of building permits issued since 2021. Similarly, there were 5 new home permits issued in 2023: this is on par with the previous year. Two new subdivisions were nearing completion in 2023: Orchards Hills 7th Addition and Orchard Hills 8th Addition have only punch list items remaining to be completed in early 2024. The city remains committed to developing the areas south of T.H 42 as well for 2023 and beyond.

Community outreach continued in 2023 with the successful 'From the Mayor's Desk' newsletter. The newsletter was established by Mayor Luckstein in conjunction with city staff to provide a highlight of the happenings in our community.

Administration Department Snapshot:

Development:

296 Building Permits Issued

2 New Housing Developments Nearing Completion

5 New Home Building Permits Issued

Community Outreach:

Increased Community Participation

Hosted National Night Out Event

Participated in Corn on the Cob Days Event

Participated in Trunk or Treat Event

Process and Infrastructure Improvements:

Nearing Completion of the 600 Codes Update

Water Meter Replacement and Software

New Water Storage Tank Project

Increased participation in community events, such as national night out, Corn on the Cob Days, Olde Fashioned Christmas, Blue Belle Festival, and an annual Trunk or Treat event has provided many opportunities for the community to interact with their City Council members and city staff.

The city has implemented a water meter replacement program that will eventually replace the existing meters that are near the end of their useful life cycle. Since 2021 there have been 511 new meters installed thus far with many more scheduled for 2024. With the replacement of the meters, there will be an online system integrated where water customers will be able to log on and view their water usage, pay their water bills, and identify issues such as leakage in their water service lines. This will also allow folks to plan water usage with much more control over water efficiency—potentially saving money due to decreased usage and increased efficiency.

The City Council and staff have continued and enhanced a planning and goal setting workshop—a special meeting of the City Council—to set and establish goals for the upcoming year(s). This process sets the vision for the community and provides benchmarks for staff. Towards the end of 2023, city staff and Council started working towards modifying cemetery operations along with new mapping and GIS software that will allow for better management of Greenwood Cemetery. Another goal identified through the 2023 goal setting workshop was to develop a code of conduct policy for the City Council. This newly created policy will enhance the way Council communicates with not only each other, but the community as well. The benefit of standardizing the way the Council operates is to create trust with each other as well as community members and invigorate public participation in local government. In 2022 the city purchased a new ladder truck for the fire department to replace the aging, obsolete 35-year-old truck that had outlived its useful lifecycle. The new ladder truck, which took nearly a year to build, was delivered and operational in spring of 2023.

City Clerk Carol Kujath and Deputy City Clerk Kayla Hall have completed the Minnesota Municipal Clerks Institute (MMCI) 3-year 120-hour course of study through St. Cloud State University -Professional & Continuing Education League of Minnesota Cities Municipal Clerks and Finance Officers (MCFOA).

The city, as part of its effort to improve communication with the public, created a new website in 2023. The website, hosted by Apptegy on the Thrillshare platform, allows for citizens to have real time communication with the city through a web-specific app. The app is available in Android and Apple Store and is free to download and install. Once installed, the user can sign up for text alerts to be sent to their cell phones in real time, thereby improving communication city-wide and providing the most accurate, up-to-date information possible. The City's EDA is also housed on the Apptegy website where information regarding businesses and financial opportunities can be found.

2023 was not without its challenges as well. But through those challenges, city staff and Council have been amazing in their response to critical incidents thereby keeping the city and its infrastructure safe. In early 2023, the city had incurred a gas entrainment issue with one of its wells which resulted in oxygenated bubbles in the drinking water for consumers. While the

water is deemed safe to drink, it created an aesthetic of tiny bubbles within containers filled from the tap. However, those bubbles dissipated after a few minutes, nevertheless, the entrainment issue could cause long-term damage to the mechanical structures within the water delivery system. The City is working towards construction of a new water tank that will eliminate the entrainment issue and add gallons available for public use as we continue to grow as a community.

Fire Department:

The Plainview Fire Department has had a very busy 2023. We are happy to report that there were zero injuries to fire personnel for the year! We continue to have an eye towards making our firefighters the best in the region and continually train to keep up with industry standards. We have added 2 new firefighters to our staff in 2023 and we welcome Darin Stenglein and Matthew Feils to the department.

PFD continues to improve our community engagement by conducting outreach events. Those events in 2023 have been great successes and have included: hosting an annual pancake breakfast for Fire Prevention Week, participating in the annual Corn on the Cob Days events, Olde Fashioned Christmas, and hosting 1st annual BBQ Chicken Feed and Bean Bag Tournament.

There were some unique calls for service in 2023. PFD responded to 55 calls for service, some of which included motor vehicle accidents, an apartment fire, car fires, lift assists, mutual aid calls for service, alarm calls and other miscellaneous calls for service. We are very busy for a

town of our size! Additionally, we service the surrounding townships and their communities.

We are very proud to represent the City of Plainview and honored to serve the citizens of this great community.

The Plainview Fire Department had 2 firefighters retire as of December 31, 2023. Greg Luebke with 25 years and Matt Davidson with 10 years on the fire department.



Fire Department Snapshot:

55 Service Calls Fire, Accident, Assists
Motor Vehicle Accidents
Mutual Aid Fire
Apartment Fire

Community Outreach:
Fire Prevention Week Pancake Breakfast
Hosted National Night Out Event
Participated in Corn on the Cob Days Events
1st Annual BBQ Chicken Feed and Bean Bag Tournament