



REGULAR CITY COUNCIL MEETING AGENDA

Tuesday, May 14, 2024, at 6:00 P.M.
Location: Church of Christ 205 1st St. NE Plainview

Broadcast of the City Council Meetings will continue to 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 – April 9, 2024
- B. Bills
- C. Permits/Licenses/Donations
 - a. Loudspeaker Permit – Church of Christ - June 16, 2024
 - b. Loudspeaker Permit – Matthew Feils Movie in the Park– July 28, 2024
 - c. Chicken Permit – Jessica Bruce
 - d. Lower Potency Cannabinoid Products License – Refill Goods LLC-Annie Jurrens
- D. Department Head Reports and Board Minutes

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- A. Street Closure for the PEM Senior Parade Route
- B. Brush Chipping
- C. Concrete Bids for Sidewalk Replacement
- D. MNSPECT Contract
- E. Fee Schedule Amendment
- F. Grant for Pool Memberships
- G. Motorola APX-6500 Mobile Radio Purchase

8. INFORMATION ONLY DOCUMENTS

- A. Spring Clean-Up – June 8, 2024

9. COUNCIL COMMENT

10. ADJOURN

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 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 April 9, 2024, Regular Meeting Proceedings.	

PLAINVIEW CITY COUNCIL
REGULAR MEETING
Tuesday April 9, 2024, at 6:00 P.M.

1. CALL TO ORDER- Mayor Pro Tempore Reeve called the Regular Plainview City Council meeting to order on Tuesday April 9, 2024, at 6:00 p.m.

Council Members in attendance: Holly Reeve, Ben Jacobs, Lindsay Hammer Bartley, and Don Kuschel.

Council Members absent: Aaron Luckstein.

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

Department Heads absent: Library Director Alice Henderson.

Guests in attendance: Tim Weaver, Seamus Johnston, Jae Gourley, and Richard Johnson.

2. PLEDGE OF ALLEGIANCE –

3. PUBLIC COMMENTS – None.

4. APPROVAL OF AGENDA – Motion by Kuschel, second by Hammer Bartley to approve the Agenda.
Motion carried unanimously.

5. APPROVAL OF CONSENT AGENDA – Motion by Jacobs, second by Kuschel to approve the Consent Agenda. Motion carried unanimously.

A. City Council Minutes – March 12, 2024

B. Bills

C. Permits/Licenses/Donations

a. Gambling Permit – St Joachim’s Fall Festival September 28 and 29, 2024.

b. Loudspeaker Permit – St Joachim’s Fall Festival September 28 and 29, 2024.

c. Liquor Temporary On-Sale Permit – St Joachim’s Fall Festival September 28 and 29, 2024.

D. Department Head Reports and Board Minutes

E. 2023 EDA Annual Report

F. Police Department’s 2017 Ford Explorer – Sale by Auction

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS –

A. Budget Amendments – Resolution 2024-08 – City budgets are meant to be a guideline. To be compliant on the City’s annual audit, it is required to review actual revenues and expenses compared to the budgeted numbers each year to determine if we anticipate any function or program to be less than originally budgeted for revenues or higher than originally budgeted for expenses. It is noted that the State of MN only requires that cities note the reasons for amending the city budget and adopt the amendments in a resolution. The City’s budget amendments show an increase in total revenues in the amount of \$412,002 and a decrease in total expenditures in the amount of \$1,824,221. Revenue increases include insurance reimbursements, Fire Relief Association donations, revolving loan fund payments, a one-time MN Public Safety Aid, and higher interest rates for bank

accounts and investments, etc. Expenditure decreases are largely due to the 2023 Street Project timing and how much of the project was completed in 2023 as well as moving some capital projects to future years. There will be no increase in tax levies related to the proposed budget amendments. Excess revenues will be used to complete the 2023 Street Project and help fund future capital projects.

Motion by Hammer Bartley, second by Kuschel to approve Resolution 2024-08, approving 2023 Budget Amendments.

Motion carried unanimously.

B. 2024 Summer Hires – Public Works –

Each year Public Works hires summer help to assist with mowing, trimming, watering flowers, cleaning parks, and other needed tasks. The summer help takes care of parks and flowers on the weekends.

Wages are as follows:

Nathan Elias - \$15.60 per hour

Jamie Stucky - \$15.60 per hour

Hunter Busby - \$14.56 per hour

Rex Jones - \$14.56 per hour

Motion by Jacobs, second by Kuschel to approve the hire of Jamie Stucky, Nathan Elias, Hunter Busby, and Rex Jones for summer help for public works pending background check and drug screening.

Motion carried unanimously.

C. Parks and Trails Commission Appointment –

Ben Jacobs has resigned as a voting member on the Parks and Trails Commission. He will, however, remain the liaison for the Parks and Trails Commission. The term Jacobs resigned from goes through December 31, 2025. Public Works Director Shane Loftus and Council Member Reeve thanked Jacobs for his commitment to the Parks and Trails Board.

Motion by Kuschel, second by Hammer Bartley to appoint Adam Klavetter to the Parks and Trails Commission.

Motion carried unanimously.

D. Plainview Fire Relief Fundraiser/Community Awareness Event – Suspend the Ban on Public Consumption – Resolution 2024-09 –

The 2nd Annual Plainview Fire Relief Fundraiser/Community Awareness Event will be held on Saturday May 11, 2024. The City received a letter requesting the suspension of the prohibition on public consumption in accordance with the event. The request will allow residents to walk across 3rd Street SW from the Plainview American Legion to Wedgewood Park to partake in all the festivities.

Motion by Kuschel, second by Hammer Bartley to approve Resolution 2024-09 suspending the ban of public consumption for the Plainview Fire Relief

Fundraiser/Community Awareness Event on Saturday May 11, 2024, from 9:00 a.m. to Sunday May 12, 2024, at 1:00 a.m. in accordance with the attached map/locations.

Motion carried unanimously.



Map for the temporary suspension of the prohibition of public consumption.

9. INFORMATION ONLY DOCUMENTS –

- A. **Spring Clean-Up** – City of Plainview’s Spring Clean-Up is scheduled for Saturday June 8, 2024, from 9:00 a.m. to 12:00 p.m. Public Works Director Shane Loftus is looking for a couple Council Members to volunteer to help with the Spring Clean-Up.
- B. **Storm Spotter Training – April 10, 2024** – The 2024 Storm Spotter Training is scheduled for Wednesday, April 10, 2024, at 6:30 p.m. at the Plainview-Elgin-Millville Elementary School. This training is open to everyone.

10. COUNCIL COMMENT

- Reeve – The Planning Commission is still seeking members. If interested contact Reeve or City Hall.

11. ADJOURN –

Motion by Kuschel, second by Hammer Bartley to adjourn the Plainview City Council meeting. Motion carried. Meeting adjourned at 6:14 p.m.

Aaron Luckstein, Mayor

Carol Kujath, City Clerk

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 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.	

Report Criteria:

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

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
106617 AT&T MOBILITY								
04/12/2024	2872918546	1	Invoice	PHONES POLICE	03/25/2024	04/12/2024	804.06	101-42100-321
05/08/2024	2872918546	1	Invoice	PHONES POLICE	04/25/2024	05/08/2024	895.88	101-42100-321
04/23/2024	2872969810	1	Invoice	PHONES FIRE DEPT	02/11/2024	04/23/2024	76.46	101-42200-321
04/23/2024	2872969810	1	Invoice	PHONES FIRE DEPT	03/11/2024	04/23/2024	76.46	101-42200-321
04/23/2024	2872969810	1	Invoice	PHONES FIRE DEPT	04/11/2024	04/23/2024	76.46	101-42200-321
Total 106617 AT&T MOBILITY:							1,929.32	
106375 AXON ENTERPRISES, INC.								
04/05/2024	INUS237426	1	Invoice	FLEET 3 SIM INSERTION/PD	03/23/2024	04/09/2024	54.44	101-42100-590
Total 106375 AXON ENTERPRISES, INC.:							54.44	
106772 BADGER METER								
05/07/2024	80158661	1	Invoice	MONTHLY FEE-ORION CELLULAR FEB, MAR,	05/02/2024	05/08/2024	1,707.30	601-49400-321
Total 106772 BADGER METER:							1,707.30	
104716 BAKER & TAYLOR								
04/18/2024	L2300462 AP	1	Invoice	BOOK LEASE/LIBRARY	03/31/2024	04/18/2024	1,845.39	211-45500-592
Total 104716 BAKER & TAYLOR:							1,845.39	
329 BECKLEYS OFFICE PRODUCTS								
05/02/2024	102824	1	Invoice	paper shred	04/30/2024	05/02/2024	44.50	101-41500-401
Total 329 BECKLEYS OFFICE PRODUCTS:							44.50	
106023 BECKLUND'S AUTO REPAIR & TOWING								
05/07/2024	6249	1	Invoice	TOWING/POLICE	04/28/2024	05/08/2024	250.00	101-42100-436
Total 106023 BECKLUND'S AUTO REPAIR & TOWING:							250.00	
31 BENNETT & SONS SAND & GRAVEL								
05/07/2024	40853	1	Invoice	PUSH SNOW AT LOT 3/22/24 & 3/27/24	03/31/2024	05/08/2024	760.00	101-43125-310
Total 31 BENNETT & SONS SAND & GRAVEL:							760.00	
154 BENNETT'S FOOD CENTER								
04/09/2024	00090041	1	Invoice	FOOD FOR PNP ELECTIONS 03-05-2024	03/06/2024	04/09/2024	213.42	101-41410-437
Total 154 BENNETT'S FOOD CENTER:							213.42	
106463 BOLTON & MENK, INC.								
04/18/2024	0333485	1	Invoice	2023 STREET PROJECT	03/29/2024	04/18/2024	1,959.50	418-48000-303
04/18/2024	0333486	1	Invoice	GENERAL ENGINEERING	03/29/2024	04/18/2024	450.00	101-41500-303
04/18/2024	0333487	1	Invoice	WATER SYSTEM FEASIBILITY STUDY	03/29/2024	04/18/2024	1,195.00	601-49400-303
Total 106463 BOLTON & MENK, INC.:							3,604.50	
106219 BRAUN, DAVID								
04/25/2024	957079	1	Invoice	SUPPLIES/WATER	04/19/2024	04/25/2024	51.00	601-49400-217

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
Total 106219 BRAUN, DAVID:							51.00	
106993 BYLER, CASSANDRA								
04/24/2024	APRIL 2024	1	Invoice	REFUND SWIMMING LESSONS	04/19/2024	04/25/2024	30.00	225-45128-34720
Total 106993 BYLER, CASSANDRA:							30.00	
106834 CANON FINANCIAL SERVICES, INC.								
05/08/2024	32427298	1	Invoice	COPIER/LIBRARY	04/12/2024	05/08/2024	66.80	211-45500-401
Total 106834 CANON FINANCIAL SERVICES, INC.:							66.80	
106449 CINTAS CORPORATION								
04/22/2024	4180283450	1	Invoice	MATS & SCRAPER/PW	01/16/2024	04/23/2024	34.67	101-43100-310
05/02/2024	4188179042	1	Invoice	MOPS&TOWELS/CITYHALL	04/02/2024	05/02/2024	30.81	101-41500-310
05/02/2024	4188179077	1	Invoice	MATS & SCRAPER/PW	04/02/2024	05/02/2024	34.67	101-43100-310
05/02/2024	4188884640	1	Invoice	MATS & SCRAPER/PW	04/09/2024	05/02/2024	34.67	101-43100-310
05/02/2024	4189653980	1	Invoice	MATS & SCRAPER/PW	04/16/2024	05/02/2024	34.67	101-43100-310
05/02/2024	4190330595	1	Invoice	MATS & SCRAPER/PW	04/23/2024	05/02/2024	34.67	101-43100-310
05/02/2024	4191044933	1	Invoice	MOPS&TOWELS/CITYHALL	04/30/2024	05/02/2024	30.81	101-41500-310
05/02/2024	4191045173	1	Invoice	MATS & SCRAPER/PW	04/30/2024	05/02/2024	34.67	101-43100-310
Total 106449 CINTAS CORPORATION:							269.64	
106985 COMMUN DONE TRUCKING								
04/05/2024	24043	1	Invoice	HAUL PLOW TRUCK TO WINONA/SNOW	03/29/2024	04/09/2024	500.00	101-43125-221
Total 106985 COMMUN DONE TRUCKING:							500.00	
106984 COMMUNITY & ECONOMIC DEVELOPMENT ASSOCIA								
04/15/2024	1ST QTR 24	1	Invoice	1ST QTR 2024 EDA DIRECTOR	02/29/2024	02/29/2024	8,505.00	101-46500-401
Total 106984 COMMUNITY & ECONOMIC DEVELOPMENT ASSOCIA:							8,505.00	
51 CONSTRUCTION MGMT. SERVICES								
04/30/2024	819-244592-	1	Invoice	BUILDING INSPECTION	04/30/2024	04/30/2024	2,842.38	101-41500-316
Total 51 CONSTRUCTION MGMT. SERVICES:							2,842.38	
106422 CORE & MAIN, LP								
04/17/2024	U662966	1	Invoice	RITE HITE ADPT SLIDE/PW	04/05/2024	04/18/2024	143.34	101-43100-224
Total 106422 CORE & MAIN, LP:							143.34	
106562 COSTCO MEMBERSHIP								
04/10/2024	2024 MEMB	1	Invoice	RENEWAL MEMBERSHIP	03/31/2024	04/11/2024	120.00	101-41500-433
Total 106562 COSTCO MEMBERSHIP:							120.00	
105876 CURTISS, MEG								
05/08/2024	BENNETT'S	1	Invoice	AUTHOR VISIT SUPPLIES/LIBRARY	05/02/2024	05/08/2024	8.19	211-45500-437
Total 105876 CURTISS, MEG:							8.19	
105830 DASH MEDICAL GLOVES								
04/22/2024	INV1305237	1	Invoice	GLOVES/POLICE	03/06/2024	04/23/2024	160.35	101-42100-437

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
Total 105830 DASH MEDICAL GLOVES:							160.35	
106428 DATA SMART COMPUTERS INC.								
04/18/2024	85543	1	Invoice	ADMIN EMAIL ISSUE	04/16/2024	04/18/2024	72.50	101-41500-310
05/07/2024	85629	1	Invoice	ADMIN IT SUPPORT-DESTROY 3 HARD DRIV	04/19/2024	05/08/2024	36.00	101-41500-310
05/07/2024	85765	1	Invoice	MONTHLY DATTO BACKUP	05/01/2024	05/08/2024	149.00	101-41500-309
05/07/2024	85766	1	Invoice	MONTHLY SENTINELONE SECURITY SERVI	05/01/2024	05/08/2024	212.50	101-41500-309
05/07/2024	85767	1	Invoice	MONTHLY CLOUD BACKUP	05/01/2024	05/08/2024	14.00	101-41500-309
05/07/2024	85881	1	Invoice	MONTHLY SENTINELONE SECURITY SERVI	05/01/2024	05/08/2024	18.38	101-42200-309
05/07/2024	85939	1	Invoice	MICROSOFT 365 LICENSES, EXCHANGE ON	05/01/2024	05/08/2024	220.80	101-41500-309
Total 106428 DATA SMART COMPUTERS INC.:							723.18	
105564 DEARBORN LIFE INS CO.								
04/18/2024	MAY 2024	1	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	148.35	101-41500-131
04/18/2024	MAY 2024	2	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	336.35	101-42100-131
04/18/2024	MAY 2024	3	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	76.59	101-43100-131
04/18/2024	MAY 2024	4	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	74.43	211-45500-131
04/18/2024	MAY 2024	5	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	35.15	225-45200-131
04/18/2024	MAY 2024	6	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	35.15	601-49400-131
04/18/2024	MAY 2024	7	Invoice	EMPLOYEE INS.	04/12/2024	04/18/2024	34.17	602-49450-131
Total 105564 DEARBORN LIFE INS CO.:							740.19	
106372 EGAN								
05/06/2024	JC612245N0	1	Invoice	REPLACE FAN FORCED ELECTRIC UNIT HE	04/30/2024	05/08/2024	628.76	601-49400-221
Total 106372 EGAN:							628.76	
106986 ELIZABETH PSIHOS - GREEN 2 ELECTRIC								
04/10/2024	PL23-102 RE	1	Invoice	BUILDING PERMIT REFUND DEPOSIT	04/04/2024	04/11/2024	100.00	101-41500-32210
Total 106986 ELIZABETH PSIHOS - GREEN 2 ELECTRIC:							100.00	
106987 FAITH CONNORS-MCDONNELL PLUMBING & HEAT								
04/10/2024	24 819 001 R	1	Invoice	BUILDING PERMIT REFUND DEPOSIT	04/04/2024	04/11/2024	100.00	101-41500-32210
Total 106987 FAITH CONNORS-MCDONNELL PLUMBING & HEAT:							100.00	
105049 FIRE SAFETY USA, INC.								
04/05/2024	184518	1	Invoice	F-74 FRONT STROBE LIGHTS/RURAL FIRE	03/18/2024	04/09/2024	595.50	245-42200-221
04/22/2024	184694	1	Invoice	AC ADAPTER/FIRE DEPT	03/21/2024	04/23/2024	69.00	101-42200-221
Total 105049 FIRE SAFETY USA, INC.:							664.50	
106736 FLAGSHIP RECREATION								
04/25/2024	F22650	1	Invoice	BOLT LINKS/PARKS	04/11/2024	04/25/2024	95.80	225-45200-221
Total 106736 FLAGSHIP RECREATION:							95.80	
105806 FLAHERTY & HOOD, P.A.								
04/18/2024	20997	1	Invoice	ADMIN GENERAL LEGAL FEES	04/03/2024	04/18/2024	760.00	101-41500-304
Total 105806 FLAHERTY & HOOD, P.A.:							760.00	
106990 FOLKERT, KRISTY								
04/24/2024	APRIL 2024	1	Invoice	REFUND SWIMMING LESSONS	04/19/2024	04/25/2024	30.00	225-45128-34720

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
Total 106990 FOLKERT, KRISTY:							30.00	
106764 FRIENDS ALONG THE GARDEN PATH								
04/10/2024	2024 GARDE	1	Invoice	ANNUAL CITY DONATION TO GARDEN CLUB	04/05/2024	04/11/2024	300.00	101-49300-424
Total 106764 FRIENDS ALONG THE GARDEN PATH:							300.00	
104 GOPHER STATE ONE CALL								
05/06/2024	4040687	1	Invoice	LOCATES/WATER	04/30/2024	05/08/2024	15.53	601-49400-310
05/06/2024	4040687	2	Invoice	LOCATES/SEWER	04/30/2024	05/08/2024	15.52	602-49450-310
Total 104 GOPHER STATE ONE CALL:							31.05	
105880 GRAPHIC DESIGNS								
04/22/2024	4/12/24	1	Invoice	INSTALL GRAPHICS UNIT 231, REPAIR UNIT	04/12/2024	04/23/2024	1,200.00	101-42100-590
Total 105880 GRAPHIC DESIGNS:							1,200.00	
105971 HAWKINS ASH CPA, LLP								
04/30/2024	3206248	1	Invoice	2023 AUDIT FEES	04/30/2024	04/30/2024	16,250.00	101-41500-301
Total 105971 HAWKINS ASH CPA, LLP:							16,250.00	
106564 HAWKINS, INC.								
04/18/2024	6735025	1	Invoice	Water Supplies	04/16/2024	04/18/2024	720.65	601-49400-217
04/17/2024	6735027	1	Invoice	CHEMICALS POOL	04/16/2024	04/18/2024	1,740.80	225-45128-217
Total 106564 HAWKINS, INC.:							2,461.45	
105808 HBC, INC.								
04/12/2024	105099 APRI	1	Invoice	PHONE&INTERNET/FIRE DEPT.	04/02/2024	04/12/2024	195.84	101-42200-321
04/12/2024	127709 APRI	1	Invoice	PHONE & INTERNET/POOL	04/02/2024	04/12/2024	33.19	225-45128-321
04/12/2024	71466 APRIL	1	Invoice	PHONE&INTERN/LIBRARY	04/02/2024	04/12/2024	55.61	211-45500-321
04/12/2024	78487 APRIL	1	Invoice	PHONE INTERNET/ADMIN	04/02/2024	04/12/2024	475.18	101-41500-321
04/12/2024	78487 APRIL	2	Invoice	PHONE INTERNET/POLICE	04/02/2024	04/12/2024	351.85	101-42100-321
04/12/2024	78487 APRIL	3	Invoice	PHONE INTERNET/PUBLIC WORKS	04/02/2024	04/12/2024	315.61	101-43100-321
Total 105808 HBC, INC.:							1,427.28	
116 HIGH PLAINS								
04/26/2024	1052	1	Invoice	FUEL/SNOW	03/21/2024	04/26/2024	99.03	101-43125-212
04/26/2024	1143	1	Invoice	FUEL/PW	03/21/2024	04/26/2024	27.82	101-43100-212
04/26/2024	3/31/24 STAT	1	Invoice	FUEL/RURAL FIRE DEPT	03/31/2024	04/26/2024	85.00	245-42200-212
04/26/2024	357	1	Invoice	FUEL/PW	03/27/2024	04/26/2024	9.07	101-43100-212
04/29/2024	362	1	Invoice	FUEL/PARKS	03/27/2024	04/26/2024	45.12	225-45200-212
04/26/2024	8822	1	Invoice	FUEL/SNOW	03/22/2024	04/26/2024	159.06	101-43125-212
04/26/2024	8884	1	Invoice	FUEL/SNOW	03/22/2024	04/26/2024	86.24	101-43125-212
04/26/2024	9745	1	Invoice	FUEL/SNOW	03/25/2024	04/26/2024	118.80	101-43125-212
04/26/2024	9756	1	Invoice	FUEL/SNOW	03/25/2024	04/26/2024	105.75	101-43125-212
Total 116 HIGH PLAINS:							735.89	
105714 I.U.O.E LOCAL49 FRINGE BENEFIT FUND								
04/30/2024	JUNE 2024	1	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	4,425.00	101-41500-131
04/30/2024	JUNE 2024	2	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,475.00	101-42100-131
04/30/2024	JUNE 2024	3	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,239.00	101-43100-131
04/30/2024	JUNE 2024	4	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	236.00	101-43125-131

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
04/30/2024	JUNE 2024	5	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,475.00	225-45200-131
04/30/2024	JUNE 2024	6	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,475.00	601-49400-131
04/30/2024	JUNE 2024	7	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,475.00	602-49450-131
04/30/2024	JUNE 2024	1	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,682.00	101-41500-131
04/30/2024	JUNE 2024	2	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	13,456.00	101-42100-131
04/30/2024	JUNE 2024	3	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	1,412.88	101-43100-131
04/30/2024	JUNE 2024	4	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	269.12	101-43125-131
04/30/2024	JUNE 2024	5	Invoice	EMPLOYEE HEALTH INSURANCE-JUNE 2024	04/29/2024	04/30/2024	3,364.00	211-45500-131
Total 105714 I.U.O.E LOCAL49 FRINGE BENEFIT FUND:							31,984.00	
106470 JIM'S TRUCK AND TRAILER, INC.								
04/10/2024	036034	1	Invoice	SUSPENSION WORK ON 2008 DUMP TRUCK	04/08/2024	04/11/2024	5,041.95	101-43125-221
Total 106470 JIM'S TRUCK AND TRAILER, INC.:							5,041.95	
348 JOHN DEERE FINANCIAL								
04/05/2024	9973951	1	Invoice	MIDWEST MACHINERY CO-CHAIN LINKS, R	04/04/2024	04/09/2024	110.90	101-43100-221
04/23/2024	IP42007	1	Invoice	MN AG GROUP-GREASE POLY/PW	04/18/2024	04/23/2024	51.00	101-43100-221
Total 348 JOHN DEERE FINANCIAL:							161.90	
106996 JP FAB SHOP-JOHN PETERSON								
05/02/2024	S198	1	Invoice	WHEEL BEARINGS, BELTS/PW	04/12/2024	05/02/2024	1,224.11	101-43100-221
Total 106996 JP FAB SHOP-JOHN PETERSON:							1,224.11	
106520 KENNY SYLVESTER CONSTRUCTION								
04/22/2024	MAR 11-APR	1	Invoice	CLEANING CITY HALL/ADMIN	04/21/2024	04/23/2024	600.00	101-41500-401
04/22/2024	MAR 11-APR	2	Invoice	CLEANING CITY HALL/COUNCIL	04/21/2024	04/23/2024	600.00	101-41110-401
Total 106520 KENNY SYLVESTER CONSTRUCTION:							1,200.00	
106530 KNIGHT BARRY TITLE UNITED LLC								
05/02/2024	2253322	1	Invoice	TITLE SEARCH-26.00453.00 TRAIL HEAD PA	04/26/2024	05/02/2024	600.00	101-41500-310
Total 106530 KNIGHT BARRY TITLE UNITED LLC:							600.00	
141 KREOFKY BUILDING SUPPLIES								
04/23/2024	2403-837079	1	Invoice	ROUND SWIVEL EYE BOLT/ADMIN	03/04/2024	04/23/2024	10.58	101-41500-223
04/23/2024	2403-837820	1	Invoice	DRYWALL KNIFE, SNAP SAFETY LINK/PARK	03/06/2024	04/23/2024	7.18	225-45200-217
04/23/2024	2403-838563	1	Invoice	BATTERIES/FIRE DEPT	03/09/2024	04/23/2024	63.96	101-42200-221
04/23/2024	2403-839256	1	Invoice	CABLE TIES/PARKS	03/12/2024	04/23/2024	22.47	225-45200-217
04/23/2024	2403-839875	1	Invoice	ROASTERS/FIRE DEPT	03/14/2024	04/23/2024	319.96	101-42200-217
05/08/2024	2403-839875	1	Invoice	CREDIT-PAID BY FIRE RELIEF	03/14/2024	05/08/2024	319.96	101-42200-217
04/23/2024	2403-841248	1	Invoice	MISC FASTENERS/SCREWS, PAINT/PARKS	03/20/2024	04/23/2024	42.83	225-45200-217
05/08/2024	2404-844570	1	Invoice	PUSH BROOM, HANDLE/PW	04/04/2024	05/08/2024	41.98	101-43100-217
05/08/2024	2404-844877	1	Invoice	MISC FASTENERS,SCREWS/PW	04/05/2024	05/08/2024	.99	101-43100-221
05/08/2024	2404-844884	1	Invoice	MISC FASTENERS,SCREWS/POOL	04/05/2024	05/08/2024	1.62	225-45128-223
05/08/2024	2404-845303	1	Invoice	TAPE, PIPE COMPOUND/PARKS	04/08/2024	05/08/2024	9.38	225-45200-223
05/08/2024	2404-845312	1	Invoice	CHROME BALL VALVE/PARKS	04/08/2024	05/08/2024	29.99	225-45200-223
05/08/2024	2404-845336	1	Invoice	BULK PASTE FLUX/POOL	04/08/2024	05/08/2024	2.99	225-45128-217
05/08/2024	2404-845350	1	Invoice	BOWL BRUSH/PARKS	04/08/2024	05/08/2024	3.99	225-45200-217
05/08/2024	2404-845418	1	Invoice	WINDEX/PARKS	04/08/2024	05/08/2024	6.99	225-45200-217
05/08/2024	2404-845580	1	Invoice	BALL VALVE, BROOM W/DUSTPAN/POOL	04/09/2024	05/08/2024	39.98	225-45128-217
05/08/2024	2404-845583	1	Invoice	TOILET BOWL RING REMOVER/PARKS	04/09/2024	05/08/2024	8.99	225-45200-217
05/08/2024	2404-845670	1	Invoice	PVC COUPLING, ELBOW/POOL	04/09/2024	05/08/2024	4.47	225-45128-223
05/08/2024	2404-846129	1	Invoice	HOSE COUPLING/PW	04/10/2024	05/08/2024	3.49	101-43100-217

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
05/08/2024	2404-846580	1	Invoice	WHITE FLEX SEALANT, M-P FLOORING ADH,	04/12/2024	05/08/2024	95.65	225-45128-221
05/08/2024	2404-846793	1	Invoice	RETURN-WHITE FLEX SEALANT/POOL	04/12/2024	05/08/2024	38.94	225-45128-221
05/08/2024	2404-846807	1	Invoice	BLK NIPPLE/CEMETERY	04/12/2024	05/08/2024	4.98	235-49010-217
05/08/2024	2404-848516	1	Invoice	JAR 1" BRICK RED/FIRE DEPT	04/18/2024	05/08/2024	14.99	101-42200-223
05/08/2024	2404-849293	1	Invoice	DIAMOND GRIT OSCILLATING BLADE/PW	04/22/2024	05/08/2024	37.99	101-43100-217
05/08/2024	2404-849390	1	Invoice	BRICK CHISEL/PW	04/22/2024	05/08/2024	12.49	101-43100-217
05/08/2024	2404-849795	1	Invoice	MISC FASTENERS/SCREWS, HEX SET/PD	04/23/2024	05/08/2024	27.96	101-42100-228
05/08/2024	2404-850108	1	Invoice	MASTER PADLOCK/PARKS	04/24/2024	05/08/2024	14.49	225-45200-217
05/08/2024	2404-851774	1	Invoice	DIAMOND GRIT OSCILLATING BLADE/PW	04/30/2024	05/08/2024	37.99	101-43100-217
Total 141 KREOFSKY BUILDING SUPPLIES:							509.48	
104695 KUHLEMEIER, KEVIN								
04/25/2024	3/14/24	1	Invoice	TEAR DOWN SQUAD #171	03/14/2024	04/25/2024	1,000.00	101-42100-590
Total 104695 KUHLEMEIER, KEVIN:							1,000.00	
106329 LAKE CITY RECYCLING & DISPOSAL								
04/05/2024	118634	1	Invoice	GARBAGE/PARKS	04/01/2024	04/09/2024	72.54	225-45200-384
04/05/2024	118634	2	Invoice	GARBAGE/PARKS	04/01/2024	04/09/2024	72.54	225-45200-384
04/05/2024	118634	3	Invoice	GARBAGE/CEMETERY	04/01/2024	04/09/2024	72.54	235-49010-384
04/05/2024	118634	4	Invoice	GARBAGE/STREETS	04/01/2024	04/09/2024	50.25	101-43100-384
04/05/2024	118634	5	Invoice	GARBAGE/PW	04/01/2024	04/09/2024	72.54	101-43100-384
04/05/2024	118634	6	Invoice	GARBAGE/FIRE HALL	04/01/2024	04/09/2024	54.76	101-42200-384
Total 106329 LAKE CITY RECYCLING & DISPOSAL:							395.17	
106017 LEAGUE OF MN CITIES INSURANCE TRUST								
05/07/2024	40003956 5/	1	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	8.94	101-41110-151
05/07/2024	40003956 5/	2	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	325.86	101-41500-151
05/07/2024	40003956 5/	3	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	4,042.00	101-42100-151
05/07/2024	40003956 5/	4	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	374.23	101-42200-151
05/07/2024	40003956 5/	5	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	2,216.36	101-43100-151
05/07/2024	40003956 5/	6	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	81.72	211-45500-151
05/07/2024	40003956 5/	7	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	435.55	225-45128-151
05/07/2024	40003956 5/	8	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	321.27	225-45200-151
05/07/2024	40003956 5/	9	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	375.14	245-42200-151
05/07/2024	40003956 5/	10	Invoice	2024 WORK COMP PREMIUMS-AUDIT ADJ.	05/06/2024	05/08/2024	160.93	601-49400-151
Total 106017 LEAGUE OF MN CITIES INSURANCE TRUST:							8,342.00	
106419 LEWISTON AUTO								
05/02/2024	326676	1	Invoice	2015 TAHOE REPAIRS/PD	04/22/2024	05/02/2024	383.36	101-42100-221
Total 106419 LEWISTON AUTO:							383.36	
106720 LOFFLER COMPANIES INC.								
04/18/2024	36305239	1	Invoice	ADMIN COPIER LEASE	04/08/2024	04/18/2024	161.22	101-41500-401
04/10/2024	4654985	1	Invoice	COPIES/LIBRARY	04/01/2024	04/11/2024	46.46	211-45500-401
05/02/2024	4685419	1	Invoice	COPIER CHARGES/ADMIN	05/01/2024	05/02/2024	48.50	101-41500-401
Total 106720 LOFFLER COMPANIES INC.:							256.18	
105676 LOFTUS, SHANE								
04/25/2024	851455	1	Invoice	REIMBURSE/PARKING PASS FOR TRAINING	04/16/2024	04/25/2024	4.00	101-43100-331
Total 105676 LOFTUS, SHANE:							4.00	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
160 LYONS OIL MINI MART								
04/16/2024	3/31/24 STAT	1	Invoice	CREDIT/DISCOUNT MARCH 2024	03/31/2024	04/16/2024	11.07-	101-43100-212
04/16/2024	3/31/24 STAT	2	Invoice	CREDIT/DISCOUNT MARCH 2024	03/31/2024	04/16/2024	1.48-	101-43125-212
04/16/2024	3/31/24 STAT	3	Invoice	CREDIT/DISCOUNT MARCH 2024	03/31/2024	04/16/2024	.55-	225-45200-212
04/16/2024	5126124	1	Invoice	FUEL/PW	03/04/2024	04/16/2024	114.06	101-43100-212
04/16/2024	5126182	1	Invoice	FUEL/PW	03/07/2024	04/16/2024	52.04	101-43100-212
04/16/2024	5126203	1	Invoice	CAR WASHES/PD	03/31/2024	04/16/2024	107.30	101-42100-221
04/16/2024	5126574	1	Invoice	FUEL/PW	03/18/2024	04/16/2024	53.04	101-43100-212
04/16/2024	5126590	1	Invoice	FUEL/PW	03/19/2024	04/16/2024	55.26	101-43100-212
04/16/2024	5127224	1	Invoice	FUEL/PW	03/21/2024	04/16/2024	32.46	101-43100-212
04/16/2024	5127270	1	Invoice	FUEL/PW	03/25/2024	04/16/2024	85.47	101-43100-212
04/16/2024	5127273	1	Invoice	FUEL/SNOW	03/25/2024	04/16/2024	19.08	101-43125-212
04/16/2024	5127275	1	Invoice	FUEL/PW	03/25/2024	04/16/2024	67.11	101-43100-212
04/16/2024	5128245	1	Invoice	FUEL/SNOW	03/29/2024	04/16/2024	80.49	101-43125-212
04/16/2024	5626462	1	Invoice	FUEL/PW	03/01/2024	04/16/2024	60.86	101-43100-212
04/16/2024	5628506	1	Invoice	FUEL/PARKS	03/08/2024	04/16/2024	40.67	225-45200-212
04/16/2024	5628533	1	Invoice	FUEL/PW	03/11/2024	04/16/2024	61.54	101-43100-212
04/16/2024	5628545	1	Invoice	FUEL/PW	03/11/2024	04/16/2024	119.12	101-43100-212
04/16/2024	5628572	1	Invoice	FUEL/PW	03/12/2024	04/16/2024	48.35	101-43100-212
Total 160 LYONS OIL MINI MART:							983.75	
106871 MARTIN, JERRY								
04/10/2024	PL23-124 RE	1	Invoice	BUILDING PERMIT REFUNDABLE DEPOSIT	04/04/2024	04/11/2024	100.00	101-41500-32210
Total 106871 MARTIN, JERRY:							100.00	
171 MEDTOX LABORATORIES INC.								
04/10/2024	0320247991	1	Invoice	NEW EMPLOY DRUG SCREEN A. LYONS/FIR	03/31/2024	04/11/2024	34.75	101-42200-310
04/10/2024	0320247991	2	Invoice	NEW EMPLOY SUMMER HELP-DRUG SCREE	03/31/2024	04/11/2024	34.75	225-45128-310
Total 171 MEDTOX LABORATORIES INC.:							69.50	
106992 MEYER, GRETCHEN								
04/24/2024	APRIL 2024	1	Invoice	REFUND SWIMMING LESSONS	04/19/2024	04/25/2024	60.00	225-45128-34720
Total 106992 MEYER, GRETCHEN:							60.00	
175 MICHAEL'S TIRE & AUTO								
05/07/2024	137300	1	Invoice	FUEL LINE RETAINER, CLEAN VENT VALVE/	04/11/2024	05/08/2024	97.70	101-43100-221
04/05/2024	137337	1	Invoice	151 OIL CHANGE, FLUIDS/PD	03/25/2024	04/09/2024	85.70	101-42100-221
04/05/2024	137358	1	Invoice	211 LOWER CTRL ARMS, TIRE PRESSURE S	03/27/2024	04/09/2024	1,296.65	101-42100-221
05/07/2024	137538	1	Invoice	231 OIL CHANGE, WASHER FLUID/PD	04/23/2024	05/08/2024	52.80	101-42100-221
05/07/2024	137544	1	Invoice	211 OIL CHANGE, WASHER FLUID, BALANCE	04/23/2024	05/08/2024	165.30	101-42100-221
Total 175 MICHAEL'S TIRE & AUTO:							1,698.15	
106719 MIDWEST TAPE								
04/18/2024	2000018848	1	Invoice	BOOKS/LIBRARY	03/31/2024	04/18/2024	554.82	211-45500-592
Total 106719 MIDWEST TAPE:							554.82	
105702 MILLER, BRANDON								
04/26/2024	GYM MEMB	1	Invoice	GYM MEMBERSHIP REIMBURSEMENT	04/24/2024	04/26/2024	150.00	101-42100-305
Total 105702 MILLER, BRANDON:							150.00	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
223 MN ENERGY RESOURCES CORP.								
04/09/2024	0503043614	1	Invoice	GAS UTILITY/SEWER	03/28/2024	04/09/2024	26.73	602-49450-383
04/09/2024	0503078391	1	Invoice	GAS UTILITY/FIRE HALL	03/28/2024	04/09/2024	282.10	101-42200-383
04/09/2024	0503494971	1	Invoice	GAS UTILITY/ICE RINK	04/02/2024	04/09/2024	80.51	225-45127-383
04/09/2024	0505377887	1	Invoice	GAS UTILITY/COUNCIL	03/28/2024	04/09/2024	82.30	101-41110-383
04/09/2024	0505377887	2	Invoice	GAS UTILITY/ADMIN	03/28/2024	04/09/2024	82.31	101-41500-383
04/09/2024	0505377887	3	Invoice	GAS UTILITY/PD	03/28/2024	04/09/2024	82.31	101-42100-383
04/09/2024	0506816622	1	Invoice	GAS UTILITY/SEWER	04/02/2024	04/09/2024	14.59	602-49450-383
04/09/2024	0506912263	1	Invoice	GAS UTILITY/PUBLIC WORKS	03/28/2024	04/09/2024	437.92	101-43100-383
04/09/2024	0507609025	1	Invoice	GAS UTILITY/LIBRARY	03/28/2024	04/09/2024	208.24	211-45500-383
Total 223 MN ENERGY RESOURCES CORP.:							1,297.01	
729 MPH INDUSTRIES INC								
04/05/2024	6022891	1	Invoice	OEM WARRANTY/PD	03/07/2024	04/09/2024	964.55	101-42100-590
Total 729 MPH INDUSTRIES INC:							964.55	
106753 MyRec.Com								
05/02/2024	032172285	1	Invoice	POOL MEMBERSHIP CARDS	04/30/2024	05/02/2024	483.00	225-45128-217
Total 106753 MyRec.Com:							483.00	
106458 NORTHLAND BUSINESS SYSTEMS								
04/23/2024	IN108264	1	Invoice	CLOUD, GETAC/POLICE	04/09/2024	04/23/2024	3,517.80	101-42100-309
Total 106458 NORTHLAND BUSINESS SYSTEMS:							3,517.80	
106989 O'CONNOR, STEPHEN & MARSHA								
04/23/2024	4/11/24	1	Invoice	REFUND OVERPAYMENT ON FINAL BILL AC	04/11/2024	04/23/2024	92.62	001-10099
Total 106989 O'CONNOR, STEPHEN & MARSHA:							92.62	
201 OLMSTED COUNTY PUBLIC HEALTH SERVICES								
04/30/2024	784	1	Invoice	WATER FEES	04/26/2024	04/30/2024	270.00	601-49400-310
Total 201 OLMSTED COUNTY PUBLIC HEALTH SERVICES:							270.00	
202 OLMSTED MEDICAL CENTER								
05/07/2024	700001131 4/	1	Invoice	NEW EMPLOY SUMMER HELP-DRUG SCREE	04/25/2024	05/08/2024	78.00	225-45200-310
05/07/2024	700001131 4/	2	Invoice	NEW EMPLOY DRUG SCREEN-R. MURPHY/F	04/25/2024	05/08/2024	39.00	101-42200-310
05/07/2024	700001131 4/	3	Invoice	NEW EMPLOY DRUG SCREEN/POOL	04/25/2024	05/08/2024	372.00	225-45128-310
Total 202 OLMSTED MEDICAL CENTER:							489.00	
106469 ON SCENE TAGS								
04/10/2024	2521	1	Invoice	METAL ACCOUNTABILITY TAG/FIRE DEPT	04/02/2024	04/11/2024	45.00	101-42200-217
Total 106469 ON SCENE TAGS:							45.00	
106085 ON-SITE COMPUTERS, INC.								
04/19/2024	CW92272	1	Invoice	MICROSOFT 365 BUSINESS AGREEMENT/P	04/01/2024	04/19/2024	98.00	101-42100-309
04/19/2024	CW92353	1	Invoice	CLOUD BACKUP, HUNTRESS, ACRONIS/PD	04/01/2024	04/19/2024	203.09	101-42100-309
05/02/2024	CW92794	1	Invoice	REMOTE SUPPORT-CARD PRINTER/PD	04/19/2024	05/02/2024	57.50	101-42100-310
Total 106085 ON-SITE COMPUTERS, INC.:							358.59	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
106161 PEOPLE'S ENERGY COOPERATIVE								
04/19/2024	2643900 AP	1	Invoice	ELEC WELL #3	04/03/2024	04/19/2024	410.00	601-49400-381
04/19/2024	2647400 AP	1	Invoice	ELEC SKATING RINK	04/03/2024	04/19/2024	94.00	225-45127-381
04/19/2024	2658900 AP	1	Invoice	ELEC POOL	04/03/2024	04/19/2024	146.00	225-45128-381
04/19/2024	2706100 AP	1	Invoice	ELEC NE LIFT STATION	04/03/2024	04/19/2024	231.00	602-49450-381
04/19/2024	2709900 AP	1	Invoice	ELEC W BROADWAY	04/03/2024	04/19/2024	10.00	101-42500-381
04/19/2024	2714900 AP	1	Invoice	ELEC STREET LIGHTS	04/03/2024	04/19/2024	3,163.00	101-43100-381
04/19/2024	2738000 AP	1	Invoice	ELEC WELL #2	04/03/2024	04/19/2024	2,409.00	601-49400-381
04/19/2024	2739100 AP	1	Invoice	ELEC PW BUILDING	04/03/2024	04/19/2024	346.00	101-43100-381
04/19/2024	2747700 AP	1	Invoice	ELEC SW SIREN	04/03/2024	04/19/2024	73.00	101-42500-381
04/19/2024	2764400 AP	1	Invoice	ELEC NW LIFT STATION	04/03/2024	04/19/2024	474.00	602-49450-381
04/19/2024	2767800 AP	1	Invoice	ELEC CEMETERY FLAG LIGHT	04/03/2024	04/19/2024	60.00	235-49010-381
04/19/2024	2777600 AP	1	Invoice	ELEC LIBRARY	04/03/2024	04/19/2024	300.00	211-45500-381
04/19/2024	3036800 AP	1	Invoice	ELEC FIRE HALL	04/03/2024	04/19/2024	156.00	101-42200-381
04/19/2024	3038100 AP	1	Invoice	ELEC CITY HALL/COUNCIL	04/03/2024	04/19/2024	121.00	101-41110-381
04/19/2024	3038100 AP	2	Invoice	ELEC CITY HALL/ADMIN	04/03/2024	04/19/2024	121.00	101-41500-381
04/19/2024	3038100 AP	3	Invoice	ELEC CITY HALL/PD	04/03/2024	04/19/2024	121.00	101-42100-381
04/19/2024	3041300 AP	1	Invoice	ELEC WEDGEWOOD PARK	04/03/2024	04/19/2024	54.00	225-45200-381
04/19/2024	3042300 AP	1	Invoice	ELEC WATER TOWER	04/03/2024	04/19/2024	268.00	601-49400-381
04/19/2024	3043900 AP	1	Invoice	ELEC BIKE TRAIL	04/03/2024	04/19/2024	68.00	225-45200-381
04/19/2024	3274000 AP	1	Invoice	ELEC 6TH ST SW LIGHTS	04/03/2024	04/19/2024	94.09	101-43100-381
04/19/2024	3274100 AP	1	Invoice	ELEC 4TH ST SW LIGHTS	04/03/2024	04/19/2024	111.29	101-43100-381
04/19/2024	3274200 AP	1	Invoice	ELEC 2ND ST SW LIGHTS	04/03/2024	04/19/2024	89.90	101-43100-381
04/19/2024	3274300 AP	1	Invoice	ELEC 1ST ST SW LIGHTS	04/03/2024	04/19/2024	81.09	101-43100-381
04/19/2024	3333200 AP	1	Invoice	ELEC ECKSTEIN TENNIS COURT	04/03/2024	04/19/2024	65.00	225-45200-381

Total 106161 PEOPLE'S ENERGY COOPERATIVE:

9,066.37

104294 PLAINVIEW AREA COMM. CENTER

04/10/2024	2024	1	Invoice	2024 FUNDING	04/05/2024	04/11/2024	12,500.00	101-49300-425
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Total 104294 PLAINVIEW AREA COMM. CENTER:

12,500.00

105272 PLAINVIEW LAWN & SNOW

04/23/2024	9850	1	Invoice	OPEN & CLOSE/J. MUSSELL	04/14/2024	04/23/2024	335.00	235-49010-401
05/07/2024	9852	1	Invoice	OPEN & CLOSE/E. SCHULTZ	05/02/2024	05/08/2024	600.00	235-49010-401

Total 105272 PLAINVIEW LAWN & SNOW:

935.00

104365 PLAINVIEW LIONS CLUB

04/19/2024	2024 BLUEB	1	Invoice	BLUEBELL	04/05/2024	04/19/2024	1,000.00	101-49300-426
04/19/2024	2024 CHRIS	1	Invoice	CITY CONTRIBUTION OLDE FASHIONED CH	04/05/2024	04/19/2024	1,000.00	101-49300-423
04/19/2024	2024 COTC	1	Invoice	CORN ON COB	04/05/2024	04/19/2024	3,000.00	101-49300-422

Total 104365 PLAINVIEW LIONS CLUB:

5,000.00

239 PLAINVIEW NEWS

05/06/2024	78100	1	Invoice	ADVERTISE/STORM SPOTTER TRAINING	04/04/2024	05/08/2024	330.00	101-42200-343
05/06/2024	78284	1	Invoice	ADVERTISE/REQUEST FOR BIDS ROOF PRO	04/25/2024	05/08/2024	337.50	101-41500-343

Total 239 PLAINVIEW NEWS:

667.50

238 PLAINVIEW PARTS HOUSE

04/26/2024	725258	1	Invoice	RELAY/PD	03/02/2024	04/26/2024	37.06	101-42100-221
04/30/2024	727155	1	Invoice	CABLE TIES/PARKS	03/13/2024	04/30/2024	70.45	225-45200-217
04/30/2024	727971	1	Invoice	HOSE, HOSE FITTINGS, WIPERS/PW	03/25/2024	04/30/2024	55.11	101-43100-221
04/30/2024	728051	1	Invoice	SPLIT LOOM/PW	03/26/2024	04/30/2024	2.00	101-43100-221
04/30/2024	728202	1	Invoice	FUEL FILTER, SUPER GLUE/PW	03/28/2024	04/30/2024	19.14	101-43100-221

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
05/08/2024	728850	1	Invoice	GLOVES/PW	04/08/2024	05/08/2024	15.52	101-43100-217
05/08/2024	729128	1	Invoice	THREADLOCKER, CHAINLNK/PW	04/11/2024	05/08/2024	27.92	101-43100-217
05/08/2024	729140	1	Invoice	ADAPTER, PIPE TAP/PW	04/11/2024	05/08/2024	5.70	101-43100-217
05/08/2024	729140 CR	1	Invoice	CREDIT ADAPTER, PIPE TAP/PW	04/11/2024	05/08/2024	5.70-	101-43100-217
05/08/2024	729141	1	Invoice	ADAPTER, PIPE TAP/PW	04/11/2024	05/08/2024	6.92	101-43100-217
05/08/2024	729222	1	Invoice	AIR FRESHENER/PD	04/12/2024	05/08/2024	4.29	101-42100-221
05/08/2024	729705	1	Invoice	HAMMER/PW	04/18/2024	05/08/2024	53.99	101-43100-217
05/08/2024	730414	1	Invoice	BOLT BALL VALVE/WATER	04/29/2024	05/08/2024	65.47	601-49400-221
05/08/2024	730457	1	Invoice	OIL, FILTER/PW	04/30/2024	05/08/2024	117.70	101-43100-221
05/08/2024	730469	1	Invoice	GLOVES/POOL	04/30/2024	05/08/2024	13.99	225-45128-217
Total 238 PLAINVIEW PARTS HOUSE:							489.56	
240 PLAINVIEW POSTMASTER								
05/02/2024	MAY 2024	1	Invoice	UTILITY BILLING	05/02/2024	05/02/2024	239.74	601-49400-322
05/02/2024	MAY 2024	2	Invoice	UTILITY BILLING	05/02/2024	05/02/2024	239.75	602-49450-322
Total 240 PLAINVIEW POSTMASTER:							479.49	
231 PLAINVIEW-ELGIN SANITARY DISTRICT								
04/18/2024	1ST QTR 20	1	Invoice	SEWER CHARGES-1ST QTR 2024	03/31/2024	04/18/2024	189,917.01	602-49450-385
Total 231 PLAINVIEW-ELGIN SANITARY DISTRICT:							189,917.01	
106994 PULVER MOTOR SERVICE, LLC								
04/25/2024	28049	1	Invoice	TOWING FROM PLAINVIEW TO WABASHA/P	03/05/2024	04/25/2024	118.00	101-42100-437
Total 106994 PULVER MOTOR SERVICE, LLC:							118.00	
105152 PURCHASE POWER								
04/18/2024	0602-5906 4/	1	Invoice	POSTAGE REFILL	04/11/2024	04/18/2024	420.99	101-41500-322
Total 105152 PURCHASE POWER:							420.99	
105024 R & K AUTO BODY								
04/25/2024	1/11/24	1	Invoice	'21 REPAIRS/PD	01/11/2024	04/25/2024	4,227.03	101-42100-221
04/25/2024	3/6/24	1	Invoice	'21 REPAIRS/PD	03/06/2024	04/25/2024	1,609.97	101-42100-221
Total 105024 R & K AUTO BODY:							5,837.00	
105845 RAHMAN HEATING, AC &								
04/04/2024	23221-3	1	Invoice	COMFORT CLUB JULY'23-DEC'23/CITY HALL	04/01/2024	04/04/2024	168.00	101-41500-223
04/04/2024	23221-3	2	Invoice	COMFORT CLUB JULY'23-DEC'23/AMBULAN	04/01/2024	04/04/2024	210.00	101-41500-227
04/04/2024	23221-3	3	Invoice	COMFORT CLUB JULY'23-DEC'23/FIRE HALL	04/01/2024	04/04/2024	252.00	101-42200-223
04/04/2024	23221-3	4	Invoice	COMFORT CLUB JULY'23-DEC'23/PW	04/01/2024	04/04/2024	294.00	101-43100-223
04/04/2024	23221-3	5	Invoice	COMFORT CLUB JULY'23-DEC'23/POOL	04/01/2024	04/04/2024	168.00	225-45128-223
04/04/2024	23221-3	6	Invoice	COMFORT CLUB JULY'23-DEC'23/EASTWOO	04/01/2024	04/04/2024	42.00	225-45200-223
04/04/2024	23221-3	7	Invoice	COMFORT CLUB JULY'23-DEC'23/LIBRARY	04/01/2024	04/04/2024	252.00	211-45500-223
04/18/2024	24725-1	1	Invoice	AC MAINTENANCE, FILTERS/CITY HALL	04/12/2024	04/18/2024	147.37	101-41500-223
05/06/2024	24777-1	1	Invoice	REPLACE AC FOR ADMIN SIDE/CITY HALL	05/01/2024	05/08/2024	7,054.70	101-41500-223
Total 105845 RAHMAN HEATING, AC &:							8,588.07	
106995 RAMPART AUDIT LLC								
05/02/2024	2/26/24	1	Invoice	AUDIT/PD	02/26/2024	05/02/2024	2,378.76	101-42100-310
Total 106995 RAMPART AUDIT LLC:							2,378.76	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
106039 RECREONICS								
05/01/2024	0015165098-	1	Invoice	PVC/POOL	04/29/2024	05/02/2024	450.50	225-45128-221
Total 106039 RECREONICS:							450.50	
106991 REEVE, NICOLE								
04/24/2024	APRIL 2024	1	Invoice	REFUND SWIMMING LESSONS	04/19/2024	04/25/2024	30.00	225-45128-34720
Total 106991 REEVE, NICOLE:							30.00	
390 RITEWAY BUSINESS FORMS								
05/02/2024	24-30912	1	Invoice	UTILITY BILL FORMS WATER	04/24/2024	05/02/2024	584.32	601-49400-201
05/02/2024	24-30912	2	Invoice	UTILITY BILL FORMS SEWER	04/24/2024	05/02/2024	584.31	602-49450-201
Total 390 RITEWAY BUSINESS FORMS:							1,168.63	
106465 RONNINGEN, ERIC								
04/18/2024	2024 LEASE	1	Invoice	RANGE LEASE/POLICE	04/16/2024	04/18/2024	1,000.00	101-42100-418
Total 106465 RONNINGEN, ERIC:							1,000.00	
268 SELCO								
04/18/2024	52273	1	Invoice	ILS PACKAGE, PC SUPPORT/LIBRARY	04/03/2024	04/18/2024	431.69	211-45500-418
Total 268 SELCO:							431.69	
106934 SHORT ELLIOTT HENDRICKSON, INC.								
05/07/2024	465749	1	Invoice	STORM DAMAGE-PLAIM ROOF REPLACEME	05/02/2024	05/08/2024	1,400.00	101-41500-310
Total 106934 SHORT ELLIOTT HENDRICKSON, INC.:							1,400.00	
106920 SIMON MOBILE DIESEL REPAIR LLC								
05/06/2024	PV05	1	Invoice	MN DOT INSPECTIONS/SNOW	05/01/2024	05/08/2024	435.00	101-43125-221
Total 106920 SIMON MOBILE DIESEL REPAIR LLC:							435.00	
426 STAR TRIBUNE								
04/18/2024	9993694 AP	1	Invoice	SUBSCRIPTION/LIB.	03/31/2024	04/18/2024	473.62	211-45500-592
Total 426 STAR TRIBUNE:							473.62	
284 STREICHER'S								
05/07/2024	I1696556	1	Invoice	UNIFORM/J. PRIETO	04/30/2024	05/08/2024	60.97	101-42100-417
Total 284 STREICHER'S:							60.97	
106770 SZYMANSKI, LOGAN								
04/25/2024	4/17/24	1	Invoice	UBER FROM HOTEL TO TRAINING/PD	04/17/2024	04/25/2024	16.95	101-42100-331
04/25/2024	4/18/24	1	Invoice	UBER FROM HOTEL TO TRAINING/PD	04/18/2024	04/25/2024	27.60	101-42100-331
Total 106770 SZYMANSKI, LOGAN:							44.55	
106988 THE WOODS FINE AMISH FURNITURE								
04/19/2024	1096	1	Invoice	9 ELLIOTT ARM CHAIRS-ORDER DEPOSIT-F	04/17/2024	04/19/2024	2,700.00	211-45500-560
Total 106988 THE WOODS FINE AMISH FURNITURE:							2,700.00	

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
716 THREE RIVERS COMMUNITY ACTION								
05/01/2024	APRIL 2024	1	Invoice	TRANSIT BUS FEES	04/30/2024	05/02/2024	912.50	101-41500-317
Total 716 THREE RIVERS COMMUNITY ACTION:							912.50	
104900 TOMS LAWN & CLEANING SERVICE								
04/10/2024	458	1	Invoice	CLEANING/LIBRARY	03/31/2024	04/11/2024	481.25	211-45500-401
05/08/2024	472	1	Invoice	CLEANING/LIBRARY	04/30/2024	05/08/2024	770.00	211-45500-401
Total 104900 TOMS LAWN & CLEANING SERVICE:							1,251.25	
104321 UNIVERSAL TRUCK EQUIPMENT INC								
05/02/2024	63189	1	Invoice	REMOVE RUST SCALE, APPLY A-LOCK AND	04/30/2024	05/02/2024	3,475.17	101-43125-221
05/02/2024	63190	1	Invoice	REMOVED RUSTED CHEEK PLATE, REPLAC	04/30/2024	05/02/2024	3,362.22	101-43125-221
Total 104321 UNIVERSAL TRUCK EQUIPMENT INC:							6,837.39	
106785 US INTERNET CORP.								
05/02/2024	4451862	1	Invoice	MONTHLY EMAIL SPAM FILTERING/ADMIN	04/30/2024	05/02/2024	31.50	101-41500-309
Total 106785 US INTERNET CORP.:							31.50	
105461 VISA/TCM BANK N.A.								
04/17/2024	#0165 APRIL	1	Invoice	AMAZON-SCRAPBOOK REFILL PAGES/LIBR	04/02/2024	04/17/2024	27.94	211-45500-201
04/17/2024	#0165 APRIL	2	Invoice	AMAZON-BOOK/LIBRARY	04/02/2024	04/17/2024	18.99	211-45500-592
04/16/2024	#6188 APRIL	1	Invoice	AMAZON-ADJUSTABLE WRENCH/PW	04/02/2024	04/17/2024	29.00	101-43100-217
04/16/2024	#6188 APRIL	2	Invoice	AMAZON-PUMPS OIL FILL CAP, FLAP DISCS,	04/02/2024	04/17/2024	60.29	225-45200-217
04/17/2024	#6196 APRIL	1	Invoice	MENARDS-SUPPLIES/PW	04/02/2024	04/17/2024	223.71	101-43100-217
04/17/2024	#6196 APRIL	2	Invoice	MENARDS-SUPPLIES/WATER	04/02/2024	04/17/2024	104.94	601-49400-221
04/17/2024	#6196 APRIL	3	Invoice	MENARDS-SUPPLIES/PARK	04/02/2024	04/17/2024	229.63	225-45200-223
04/16/2024	#6634 APRIL	1	Invoice	SUGAR LOAF FORD-'16 F350 REPAIRS/PW	04/02/2024	04/17/2024	1,757.60	101-43100-221
04/17/2024	#6725 APRIL	1	Invoice	AMAZON-UNIFORM SWEATSHIRT, PANTS/M.	04/02/2024	04/17/2024	190.96	225-45200-417
04/17/2024	#6840 APRIL	1	Invoice	MAURICES-UNIFORM SHIRTS/C. KUJATH	04/02/2024	04/17/2024	108.55	101-41500-417
04/17/2024	#6840 APRIL	2	Invoice	ADOBE/C. KUJATH	04/02/2024	04/17/2024	21.46	101-41500-433
04/17/2024	#6923 APRIL	1	Invoice	CENEX HIGH PLAINS-PIZZAS & BREADSTIC	04/02/2024	04/17/2024	126.62	101-41410-437
04/17/2024	#6931 APRIL	1	Invoice	USPS-RETURN PACKAGE/POOL	04/02/2024	04/17/2024	6.05	225-45128-322
04/23/2024	#6998 APRIL	1	Invoice	MICROSOFT-ONLINE SERVICES/PD	04/02/2024	04/23/2024	17.71	101-42100-309
04/23/2024	#6998 APRIL	2	Invoice	CFS FLOWERS & GIFTS-FLOWERS FOR L. B	04/02/2024	04/23/2024	125.20	101-42100-437
04/23/2024	#6998 APRIL	3	Invoice	WEB HOSTGATOR-WEEBLY/PD	04/02/2024	04/23/2024	8.99	101-42100-321
04/23/2024	#6998 APRIL	4	Invoice	KIM'S SALOON-MEAL/PD	04/02/2024	04/23/2024	47.51	101-42100-331
04/17/2024	#7111 APRIL	1	Invoice	USPS-POSTAGE/WATER	04/02/2024	04/17/2024	5.80	601-49400-322
04/17/2024	#7111 APRIL	2	Invoice	BP LYONS OIL-FUEL/SNOW	04/02/2024	04/17/2024	20.86	101-43125-212
04/17/2024	#7228 APRIL	1	Invoice	AMAZON-LIFEGUARD SUITS/POOL	04/02/2024	04/17/2024	33.99	225-45128-417
04/17/2024	#7228 APRIL	2	Invoice	AMAZON-LIFEGUARD SUITS/POOL	04/02/2024	04/17/2024	29.99	225-45128-417
04/17/2024	#7228 APRIL	3	Invoice	AMAZON-LIFEGUARD SUITS/POOL	04/02/2024	04/17/2024	139.96	225-45128-417
04/17/2024	#7228 APRIL	4	Invoice	SWIMOUTLET.COM-LIFEGUARD SUITS/POO	04/02/2024	04/17/2024	228.35	225-45128-417
04/17/2024	#7228 APRIL	5	Invoice	AMAZON-LIFEGUARD SUITS/POOL	04/02/2024	04/17/2024	67.98	225-45128-417
04/17/2024	#7228 APRIL	6	Invoice	AMAZON-RETURN LIFEGUARD SUITS/POOL	04/02/2024	04/17/2024	29.99	225-45128-417
04/17/2024	#7228 APRIL	7	Invoice	GOV FIN OFFICE-MEMBERSHIP RENEWAL V.	04/02/2024	04/17/2024	160.00	101-41500-433
04/17/2024	#7228 APRIL	8	Invoice	LATE FEE	04/02/2024	04/17/2024	40.00	101-41500-437
04/17/2024	#7228 APRIL	9	Invoice	FINANCE CHARGE	04/02/2024	04/17/2024	17.00	101-41500-437
04/23/2024	#7798 APRIL	1	Invoice	APPLE.COM/PD	04/02/2024	04/23/2024	.99	101-42100-321
04/23/2024	#7798 APRIL	2	Invoice	AMAZON-ZIPLOCK BAGS, LIGHTSTICKS, BA	04/02/2024	04/23/2024	82.02	101-42100-437
04/23/2024	#7798 APRIL	3	Invoice	AMAZON-UNIFORM A. FERGUSON	04/02/2024	04/23/2024	473.42	101-42100-417
04/23/2024	#7798 APRIL	4	Invoice	AMAZON-BANDAGES/PD	04/02/2024	04/23/2024	7.54	101-42100-437
04/23/2024	#7798 APRIL	5	Invoice	AMAZON-UNIFORM A. FERGUSON	04/02/2024	04/23/2024	214.64	101-42100-417
04/23/2024	#7798 APRIL	6	Invoice	VISTAPRINT-BUSINESS CARDS J. PRIETO/P	04/02/2024	04/23/2024	36.49	101-42100-417
04/23/2024	#7798 APRIL	7	Invoice	ROGUE FITNESS-UNIFORM A. STONING/PD	04/02/2024	04/23/2024	166.53	101-42100-417

Input Date	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
04/23/2024	#7798 APRIL	8	Invoice	AMAZON-THIN BLUE LINE FLAG/PD	04/02/2024	04/23/2024	15.29	101-42100-437
04/23/2024	#7798 APRIL	9	Invoice	US FLEET TRACKING-MONTHLY SERVICE/P	04/02/2024	04/23/2024	59.90	101-42100-309
04/23/2024	#7798 APRIL	10	Invoice	AMAZON-STECK DELUX KIT/PD	04/02/2024	04/23/2024	84.88	101-42100-228
Total 105461 VISA/TCM BANK N.A.:							4,960.79	
106067 W.A. KREOFSKY CONSTRUCTION, INC.								
04/10/2024	PL23-263 RE	1	Invoice	REFUND DEPOSIT	04/04/2024	04/11/2024	100.00	101-41500-32210
Total 106067 W.A. KREOFSKY CONSTRUCTION, INC.:							100.00	
307 WABASHA COUNTY AUDITOR/TREAS.								
04/30/2024	0410424242	1	Invoice	DS200 MAINTENANCE (05/01/24-04/30/25)	04/24/2024	04/30/2024	510.00	101-41410-437
04/30/2024	091-030124-	1	Invoice	APRIL 2024 LEGAL SERVICES CONTRACT	04/03/2024	04/30/2024	1,800.00	101-42100-304
05/08/2024	091-030124-	1	Invoice	MAY 2024 LEGAL SERVICES CONTRACT	05/08/2024	05/08/2024	1,800.00	101-42100-304
Total 307 WABASHA COUNTY AUDITOR/TREAS.:							4,110.00	
106269 WATER SYSTEMS COMPANY								
04/05/2024	685450	1	Invoice	WATER/CITY HALL	03/21/2024	04/09/2024	47.00	101-41500-401
05/07/2024	700534	1	Invoice	WATER/CITY HALL	04/18/2024	05/08/2024	47.00	101-41500-401
Total 106269 WATER SYSTEMS COMPANY:							94.00	
105600 WEX BANK								
05/07/2024	96096830	1	Invoice	FUEL/POLICE DEPT.	03/31/2024	05/08/2024	1,388.31	101-42100-212
05/07/2024	96913123	1	Invoice	FUEL/POLICE DEPT.	04/30/2024	05/08/2024	1,755.06	101-42100-212
Total 105600 WEX BANK:							3,143.37	
106898 WINGERT METAL								
04/25/2024	41924	1	Invoice	HALF OF ALLEY APPROACH/WATER	04/19/2024	04/25/2024	2,000.00	601-49400-310
Total 106898 WINGERT METAL:							2,000.00	
Grand Totals:							379,623.12	

Report GL Period Summary

GL Period	Amount
05/24	45,807.01
12/23	1,386.00
04/24	332,430.11
Grand Totals:	379,623.12

Vendor number hash: 15512333
Vendor number hash - split: 22598244
Total number of invoices: 249
Total number of transactions: 326

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	379,623.12	.00	379,623.12
Grand Totals:	379,623.12	.00	379,623.12

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

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 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: Motion to approve Loudspeaker Permit for the Church of Christ for Worship Service at Eastwood Park for June 16, 2024, from 7:00 a.m. – 12:00 p.m. Motion to approve Loudspeaker Permit for Matthew Feils, for Movie in the Park at Wedgewood for July 28, 2024, from 7:00 p.m. – 10:00 p.m. Motion to approve the Chicken Permit for Jessica Bruce. Motion to approve the Lower Potency Cannabinoid Products Permit Application for Refill Goods LLC-Annie Jurrens.	

SUMMARY

1. The Church of Christ has applied for a Loudspeaker permit for their worship service at Eastwood Park on June 16, 2024.
2. Matthew Feils has applied for a Loudspeaker permit for Movie in the Park at Wedgewood on July 28, 2024.
3. Jessica Bruce has applied for a Chicken permit located at 440 2nd Ave NE.
4. Annie Jurrens with Refill Goods LLC has applied for a Lower Potency Cannabinoid Products License. This license is valid once approved until December 31, 2024. This license will be renewed annually.

BUILDING PERMIT REPORT

May 2024

Permit Number & Applicant

24 819 036 K & S Heating/AC (John Johnson)	350 1 st St SW – Furnace/AC	Value: \$6,980.00 Total Fee: \$35.00 Permit Fee: \$34.00 State Surcharge: \$1.00
24 819 037 Haley Comfort Systems (Sarah Sylvester)	535 5 th St NE – Gas Fireplace	Value: \$3,200.00 Total Fee: \$35.00 Permit Fee: \$34.00 State Surcharge: \$1.00
24 819 038 All Craft Exteriors (Dan Dondlinger)	310 6 th Ave NE – Reroof and Gutter	Value: \$19,500.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24 819 025 Minnesota Ag Group Inc. Bob Shanks	400 10 th St SW – Sign Replacement	Value: \$35,000.00 Total Fee: \$442.39 Permit Fee: \$196.90 Plan Check Fee: \$127.99 State Surcharge: \$17.50 Refundable Deposit: \$100.00
24 910 092 Priority Construction Services (Leo Larson)	505 6 th St SW – Reroof	Value: \$14,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24 910 101 Haley Comfort Systems (Deanna Sawyer)	635 2 nd St NW – Furnace	Value: \$3,300.00 Total Fee: \$35.00 Permit Fee: \$34.00 State Surcharge: \$1.00
24 910 102 Priority Construction (Zach Sylvester)	709 1 st St NW – Reroof	Value: \$10,000.00 Total Fee: \$60.00 Permit Fee: \$59.00 State Surcharge: \$1.00
24 910 103 B & C Plumbing & Heating (Benjamin Schneider)	30 3 rd St SE – Water Heater	Value: \$1,100.00 Total Fee: \$35.00 Permit Fee: \$34.00 State Surcharge: \$1.00
PL24-MISC Wagner Landscaping (Robin Deming)	215 1 st Ave NE – Fence	Value: \$5,000.00 Total Fee: \$25.00 Permit Fee: \$25.00

BUILDING PERMIT REPORT

May 2024

24 910 107	705 3 rd Ave NE – Water Heater	Value:	\$1,100.00
B & C Plumbing & Heating		Total Fee:	\$35.00
(Harvest Ridge)		Permit Fee:	\$34.00
		State Surcharge:	\$1.00

PL24-MISC	235 7 th St NW – Fence	Value:	\$3,000.00
Tim Kiefer		Total Fee:	\$35.00
		Permit Fee:	\$34.00
		State Surcharge:	\$1.00

24 910 108	445 2 nd St NE – Reroof and	Value:	\$24,000.00
Priority Construction	Reside	Total Fee:	\$60.00
(Larry Elliot)		Permit Fee:	\$59.00
		State Surcharge:	\$1.00

24 910 109	140 1 st St NE – Reroof	Value:	\$11,000.00
Priority Construction		Total Fee:	\$60.00
(Luke Brown)		Permit Fee:	\$59.00
		State Surcharge:	\$1.00

PL24-MISC	725 3 rd Ave NW – Concrete	Value:	\$4,000.00
Thomas Haglund		Total Fee:	\$25.00
		Permit Fee:	\$25.00

24 910 094	435 8 th St SW –	Value:	\$3,125.00
Jim & Helen Larson	Reside/Windows/Door	Total Fee:	\$384.50
		Permit Fee:	\$220.00
		Plan Check Fee:	\$62.00
		State Surcharge:	\$2.50
		Refundable Deposit:	\$100.00

24 910 095	346 W Broadway – Remodel	Value:	\$10,000.00
Stimets Home Building		Total Fee:	\$286.63
(Plainview Community		Permit Fee:	\$72.50
Center)		Plan Check Fee:	\$47.13
		State Surcharge:	\$5.00
		Plumbing:	\$31.00
		Mechanical:	\$31.00
		Refundable Deposit:	\$100.00

24 910 098	235 3 rd Ave NE – Egress	Value:	\$12,815.21
American Waterworks	Window/Well	Total Fee:	\$253.85
(Scott Regener)		Permit Fee:	\$89.30
		Plan Check Fee:	\$58.05
		State Surcharge:	\$6.50
		Refundable Deposit:	\$100.00

BUILDING PERMIT REPORT

May 2024

24 910 099	520 E Broadway – Deck, Door	Value:	\$3,500.00
Joe & Deanna Hofschulte		Total Fee:	\$166.19
		Permit Fee:	\$38.90
		Plan Check Fee:	\$25.29
		State Surcharge:	\$2.00
		Refundable Deposit:	\$100.00

24 910 105	320 3 rd St SW – Remodel	Value:	\$4,000.00
Martin Hassig		Total Fee:	\$226.44
		Permit Fee:	\$38.90
		Plan Check Fee:	\$25.29
		State Surcharge:	\$2.00
		Plumbing:	\$30.00
		Mechanical:	\$30.00
		Other:	\$0.25
		Refundable Deposit:	\$100.00

Value:	\$
Total Fee:	
Permit Fee:	
Plan Check Fee:	
State Surcharge:	
Refundable Deposit:	

Value:	\$
Total Fee:	
Permit Fee:	
Plan Check Fee:	
State Surcharge:	
Refundable Deposit:	

Value:	\$
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Permit Fee:	
State Surcharge:	

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State Surcharge:	

Value:	
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Value:	
Total Fee:	
Permit Fee:	
State Surcharge:	

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 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

April, 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, Meter Issues
- 2023 Street Project – tracking temporary water hookups for billing
- 2023 Fiscal Year End/Audit Prep. The auditors were onsite April 15-16 and completed field work. Work will continue for at least the next few weeks and the final audit will be presented at a council meeting in June. The Annual Financial Report is due to the MN Office of the State Auditor by June 30. We had a new auditing team this year (same company) and things went really well.
- 2023 Budget Amendments
- Hiring Process/Packets for seasonal employees
- Prep for upcoming pool season.

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 April, 2024, 627 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
- 1st Qtr 2024 Payroll Reports
- 2023 Annual SLFRF Report – ARPA funds (funds must be obligated by Dec. 31, 2024, and fully expended by Dec. 31, 2026)

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

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	274.00	1,526.00
101-41110-383	Gas Utilities	930.91	1,100.00	327.83	772.17
101-41110-401	Contractual Services	7,200.00	7,200.00	2,400.00	4,800.00
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	9,779.36	42,639.64
Elections					
101-41410-103	Part-Time Employees	.00	9,000.00	2,382.00	6,618.00
101-41410-331	Meetings-Conferences (mtgs/mi)	.00	850.00	383.98	466.02
101-41410-437	Miscellaneous	960.00	3,500.00	1,033.93	2,466.07
Total Elections:		960.00	13,350.00	3,799.91	9,550.09
Administration					
101-41500-101	Full-Time Employees Regular	323,920.71	318,102.00	108,631.67	209,470.33
101-41500-102	Full-Time Employees Overtime	15,028.28	17,500.00	5,831.55	11,668.45
101-41500-120	CENTRAL PENSION FUND	2,995.20	3,000.00	1,036.80	1,963.20
101-41500-121	PERA	24,946.63	24,795.00	8,566.00	16,229.00
101-41500-122	FICA	25,776.71	25,674.00	8,684.36	16,989.64
101-41500-131	Employer Paid Health	78,079.00	74,361.00	30,883.40	43,477.60
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	894.16	3,605.84
101-41500-211	Operating Supplies - Cleaning	309.03	1,000.00	155.58	844.42
101-41500-217	Other Operating Supplies	1,195.48	1,300.00	240.29	1,059.71
101-41500-221	Repair/Maint - Equipment	.00	200.00	.00	200.00
101-41500-223	Repair/Maintain - Building	2,339.25	2,500.00	394.84	2,105.16
101-41500-227	Repair/Maintain - Amb Building	678.51	2,000.00	545.38	1,454.62
101-41500-301	Auditing and Acct g Services	30,800.00	32,000.00	16,250.00	15,750.00
101-41500-303	Engineering Fees	28,804.00	40,000.00	9,000.00	31,000.00
101-41500-304	Legal Fees	16,833.65	25,000.00	2,311.25	22,688.75
101-41500-309	Software and Design	21,737.46	23,000.00	12,536.33	10,463.67
101-41500-310	Other Professional Services	28,926.78	30,000.00	3,613.93	26,386.07
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	6,253.05	23,746.95
101-41500-317	Dial A Ride Bus	9,630.25	6,000.00	3,152.50	2,847.50
101-41500-321	Communications	5,893.18	6,450.00	1,910.02	4,539.98
101-41500-322	Postage	2,577.30	2,700.00	897.47	1,802.53
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	756.16	2,743.84
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	560.00	1,440.00
101-41500-383	Gas Utilities	930.91	1,200.00	327.86	872.14
101-41500-401	Contractual Services	16,146.77	13,500.00	5,254.23	8,245.77

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	300.44	1,571.56
101-41500-433	Dues and Subscriptions	2,735.03	2,100.00	624.28	1,475.72
101-41500-434	Sales Tax Paid	11.00	20.00	.00	20.00
101-41500-437	Miscellaneous	823.16	500.00	415.92	84.08
101-41500-442	Bank Service Charges	3,177.80	3,500.00	996.86	2,503.14
101-41500-443	Credit Card Merchant Fees	2,892.56	3,500.00	1,030.31	2,469.69
101-41500-444	XPRESS Bill Pay Fees	5,742.38	5,600.00	1,995.15	3,604.85
101-41500-560	Furniture & Fixtures	.00	.00	1,268.06	1,268.06-
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:		736,459.15	730,687.00	245,536.10	485,150.90
Police					
101-42100-101	Full-Time Employees Regular	630,154.30	685,841.00	228,239.13	457,601.87
101-42100-102	Full-Time Employees Overtime	39,440.09	37,500.00	15,508.57	21,991.43
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	345.60	654.40
101-42100-121	PERA	107,761.59	120,518.00	40,920.02	79,597.98
101-42100-122	FICA	13,602.52	15,533.00	4,810.90	10,722.10
101-42100-131	Employer Paid Health	172,242.10	184,107.00	75,341.66	108,765.34
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	403.63	2,596.37
101-42100-212	Motor Fuels-Gas	19,391.74	20,000.00	3,205.41	16,794.59
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	8,803.62	7,196.38
101-42100-228	Repair/Maintain Other	2,363.60	3,000.00	1,528.28	1,471.72
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	7,200.00	14,400.00
101-42100-305	Employee Wellness Program	.00	10,000.00	246.63	9,753.37
101-42100-309	Software and Design	11,566.38	12,000.00	7,814.25	4,185.75
101-42100-310	Other Professional Services	13,294.30	8,000.00	1,609.64	6,390.36
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	3,855.10	11,144.90
101-42100-322	Postage	186.00	500.00	24.84	475.16
101-42100-331	Meetings-Conferences (mtgs/mi)	7,092.96	9,000.00	1,094.17	7,905.83
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	417.00	1,583.00
101-42100-383	Gas Utilities	930.88	1,300.00	327.85	972.15
101-42100-406	Safety	.00	1,200.00	273.97	926.03
101-42100-417	Uniforms	18,168.31	12,000.00	2,365.02	9,634.98
101-42100-418	Range/Ammo	9,096.09	10,000.00	1,000.00	9,000.00
101-42100-433	Dues and Subscriptions	2,597.32	3,500.00	990.00	2,510.00
101-42100-436	Towing Charges	.00	200.00	.00	200.00
101-42100-437	Miscellaneous	2,116.74	3,000.00	555.80	2,444.20
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
101-42100-491	Contributions/Donations Expend	.00	.00	500.00	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	149,080.97	142,080.97-
Total Police:		1,203,668.74	1,265,444.00	588,834.29	676,609.71

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
City Fire					
101-42200-103	Part-Time Employees	31,488.04	25,000.00	100.00	24,900.00
101-42200-122	FICA	2,401.19	1,913.00	7.65	1,905.35
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	335.69	1,164.31
101-42200-217	Other Operating Supplies	710.46	1,500.00	364.96	1,135.04
101-42200-221	Repair/Maint - Equipment	76,174.95	30,000.00	25,988.58	4,011.42
101-42200-223	Repair/Maintain - Building	1,866.36	10,000.00	490.65	9,509.35
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	4,112.31	3,112.31-
101-42200-321	Communications	4,630.80	3,200.00	1,509.30	1,690.70
101-42200-322	Postage	.00	50.00	.00	50.00
101-42200-331	Meetings-Conferences (mtgs/mi)	8,963.77	2,000.00	252.00	1,748.00
101-42200-343	Advertising	127.89	200.00	330.00	130.00-
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	482.00	1,518.00
101-42200-383	Gas Utilities	5,165.75	8,000.00	1,225.28	6,774.72
101-42200-384	Garbage Service	657.12	700.00	164.28	535.72
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:		192,949.22	186,246.00	43,888.69	142,357.31
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	1,401.25	2,598.75
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	248.00	752.00
Total Emergency Management:		4,876.36	7,274.00	2,761.25	4,512.75
Public Works (GENERAL)					
101-43100-101	Full-Time Employees Regular	123,850.04	127,458.00	45,805.77	81,652.23
101-43100-102	Full-Time Employees Overtime	1,343.11	2,940.00	142.48	2,797.52
101-43100-120	CENTRAL PENSION FUND	838.72	840.00	290.34	549.66
101-43100-121	PERA	9,234.06	9,780.00	3,428.81	6,351.19
101-43100-122	FICA	9,554.87	9,975.00	3,497.31	6,477.69
101-43100-131	Employer Paid Health	31,185.26	33,217.00	13,416.10	19,800.90
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	38.97	161.03
101-43100-212	Motor Fuels-Gas	10,934.78	8,000.00	1,546.88	6,453.12
101-43100-217	Other Operating Supplies	11,626.76	14,000.00	3,112.82	10,887.18
101-43100-221	Repair/Maint - Equipment	23,765.58	25,000.00	8,223.88	16,776.12
101-43100-222	Tree trimming	6,165.00	18,500.00	.00	18,500.00
101-43100-223	Repair/Maintain - Building	4,357.16	7,500.00	180.00	7,320.00
101-43100-224	Repair/Maintain - Streets	26,105.71	100,000.00	143.34	99,856.66

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
101-43100-225	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
101-43100-310	Other Professional Services	22,943.17	30,000.00	3,531.43	26,468.57
101-43100-321	Communications	3,688.76	4,000.00	1,267.12	2,732.88
101-43100-331	Meetings-Conferences (mtgs/mi)	41.47	300.00	4.00	296.00
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	11,709.24	31,290.76
101-43100-383	Gas Utilities	4,240.08	6,300.00	1,502.87	4,797.13
101-43100-384	Garbage Service	1,473.48	1,650.00	368.37	1,281.63
101-43100-401	Contractual Services	.00	850.00	.00	850.00
101-43100-406	Safety	928.69	1,000.00	891.00	109.00
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):		529,499.92	827,620.00	128,872.51	698,747.49
Ice & Snow Removal					
101-43125-101	Full-Time Employees Regular	23,590.18	24,278.00	8,724.90	15,553.10
101-43125-102	Full-Time Employees Overtime	256.11	560.00	27.14	532.86
101-43125-120	CENTRAL PENSION FUND	159.68	160.00	55.26	104.74
101-43125-121	PERA	1,758.78	1,863.00	653.08	1,209.92
101-43125-122	FICA	1,820.06	1,900.00	666.24	1,233.76
101-43125-131	Employer Paid Health	5,778.24	6,092.00	2,504.00	3,588.00
101-43125-212	Motor Fuels-Gas	6,013.00	8,000.00	2,453.65	5,546.35
101-43125-217	Other Operating Supplies	11,735.37	15,000.00	11,623.64	3,376.36
101-43125-221	Repair/Maint - Equipment	7,897.00	7,500.00	6,089.72	1,410.28
101-43125-310	Other Professional Services	21,817.50	36,750.00	5,425.00	31,325.00
101-43125-343	Advertising	198.00	100.00	.00	100.00
101-43125-437	Miscellaneous	500.00	.00	.00	.00
Total Ice & Snow Removal:		81,523.92	102,203.00	38,222.63	63,980.37
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	21,262.50	44,767.50
101-46500-433	Dues and Subscriptions	.00	.00	3,500.00	3,500.00-
Total Economic Development:		50,813.02	66,030.00	24,762.50	41,267.50
Other Finanacing Uses/Contrib					
101-49300-422	Corn on the Cob Activities	3,000.00	3,000.00	3,000.00	.00
101-49300-423	Ye Old Fashioned Christmas	1,000.00	1,000.00	1,000.00	.00
101-49300-424	Sesquicentennial/Garden Club	300.00	300.00	300.00	.00
101-49300-425	Plainview Community Center	27,500.00	12,500.00	12,500.00	.00
101-49300-426	Blue Bell Festival	1,000.00	1,000.00	1,000.00	.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
Total Other Finanacing Uses/Contrib:		32,800.00	17,800.00	17,800.00	.00
Libraries (GENERAL)					
211-45500-101	Full-Time Employees Regular	135,229.05	140,920.00	48,886.72	92,033.28
211-45500-103	Part-Time Employees	21,675.23	28,894.00	7,974.93	20,919.07
211-45500-121	PERA	11,645.29	12,555.00	4,202.47	8,352.53
211-45500-122	FICA	11,931.16	12,991.00	4,302.63	8,688.37
211-45500-131	Employer Paid Health	39,160.78	41,263.00	16,957.72	24,305.28
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	2,255.09	744.91
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	3,498.49	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	225.02	474.98
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	908.00	4,092.00
211-45500-383	Gas Utilities	2,184.25	3,000.00	817.81	2,182.19
211-45500-401	Contractual Services	9,742.85	11,015.00	3,119.99	7,895.01
211-45500-418	Rentals	8,774.43	7,780.00	2,216.28	5,563.72
211-45500-434	Sales Tax Paid	243.00	250.00	118.00	132.00
211-45500-437	Miscellaneous	250.00	500.00	.00	500.00
211-45500-560	Furniture & Fixtures	.00	.00	2,700.00	2,700.00-
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	12,557.50	22,442.50
Total Libraries (GENERAL):		298,558.08	316,381.00	117,146.99	199,234.01
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	299.00	1,001.00
225-45127-383	Gas Utilities	951.94	1,300.00	291.14	1,008.86
Total ICE RINK:		4,428.98	6,100.00	590.14	5,509.86
POOL					
225-45128-103	Part-Time Employees	95,712.76	96,000.00	3,857.16	92,142.84
225-45128-121	PERA	632.78	675.00	289.32	385.68
225-45128-122	FICA	7,322.34	7,497.00	295.08	7,201.92
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	2,048.28	5,951.72
225-45128-221	Repair/Maint - Equipment	4,008.79	5,000.00	1,768.21	3,231.79
225-45128-223	Repair/Maintain - Building	1,403.47	5,000.00	.00	5,000.00

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
225-45128-228	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	3,295.00	155.00
225-45128-310	Other Professional Services	3,248.50	3,000.00	34.75	2,965.25
225-45128-321	Communications	577.62	800.00	133.42	666.58
225-45128-322	Postage	61.45	75.00	6.05	68.95
225-45128-331	Meetings-Conferences (mtgs/mi)	4,367.00	4,000.00	300.00	3,700.00
225-45128-343	Advertising	144.00	300.00	264.00	36.00
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	442.00	7,058.00
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	470.28	2,529.72
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	18.00	3,982.00
225-45128-437	Miscellaneous	.00	300.00	.00	300.00
225-45128-443	Credit Card Merchant Fees	1,390.52	2,000.00	53.10	1,946.90
Total POOL:		176,962.54	190,181.00	29,137.00	161,044.00

PARKS

225-45200-101	Full-Time Employees Regular	61,578.00	64,126.00	22,474.60	41,651.40
225-45200-102	Full-Time Employees Overtime	4,847.68	5,500.00	2,769.56	2,730.44
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	345.60	654.40
225-45200-121	PERA	4,934.79	6,541.00	1,883.96	4,657.04
225-45200-122	FICA	6,270.56	6,285.00	1,921.63	4,363.37
225-45200-131	Employer Paid Health	17,357.82	18,314.00	7,460.60	10,853.40
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	148.45	4,351.55
225-45200-217	Other Operating Supplies	3,437.36	4,000.00	771.31	3,228.69
225-45200-221	Repair/Maint - Equipment	6,548.94	6,000.00	6,263.25	263.25-
225-45200-223	Repair/Maintain - Building	2,686.46	10,000.00	436.03	9,563.97
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	264.00	14.00-
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	583.00	5,917.00
225-45200-384	Garbage Service	1,565.46	1,900.00	435.24	1,464.76
225-45200-417	Uniforms	598.58	600.00	190.96	409.04
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	14.00	86.00
225-45200-590	Capital Outlay	9,756.49	350,000.00	.00	350,000.00
Total PARKS:		171,860.40	525,994.00	65,470.86	460,523.14

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
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Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
235-49010-221	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
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	183.00	467.00
235-49010-384	Garbage Service	737.10	1,900.00	217.62	1,682.38
235-49010-401	Contractual Services	27,550.00	30,000.00	3,500.00	26,500.00
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	11,246.63	75,444.37
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	85.00	2,615.00
245-42200-217	Other Operating Supplies	.00	200.00	.00	200.00
245-42200-221	Repair/Maint - Equipment	13,508.92	10,000.00	595.50	9,404.50
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	18,969.60	22,276.40
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

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
2023 STREET/UTIL IMPROVE PROJ					
418-48000-303	Engineering Fees	608,038.52	204,629.00	14,788.00	189,841.00
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
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	14,788.00	1,689,841.00
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	60,713.98	64,646.00	22,194.63	42,451.37
601-49400-102	Full-Time Employees Overtime	1,332.75	5,000.00	1,074.20	3,925.80
601-49400-120	CENTRAL PENSION FUND	998.40	1,000.00	345.60	654.40
601-49400-121	PERA	4,726.85	5,223.00	1,735.79	3,487.21
601-49400-122	FICA	4,821.47	5,328.00	1,770.51	3,557.49
601-49400-131	Employer Paid Health	17,351.66	18,314.00	7,460.60	10,853.40
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	82.58	667.42
601-49400-217	Other Operating Supplies	8,806.43	10,000.00	2,757.64	7,242.36
601-49400-221	Repair/Maint -WELLS	9,982.37	30,000.00	104.94	29,895.06
601-49400-223	Repair/Maintain - Building	1,875.01	2,000.00	20.47	1,979.53
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	.00	3,000.00
601-49400-303	Engineering Fees	35,675.60	25,000.00	15,388.00	9,612.00
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	7,079.97	10,920.03
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	976.28	1,903.72
601-49400-331	Meetings-Conferences (mtgs/mi)	1,060.78	1,000.00	23.00	977.00
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	9,924.00	33,076.00
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	.72	.72-
601-49400-437	Miscellaneous	.00	200.00	.00	200.00
601-49400-550	WA Meter Replacement Program	73,547.56	150,000.00	107,099.30	42,900.70
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

Account Number	Account Title	2023-23 Prior year Actual	2024-24 Current year Budget	2024-24 Current year Actual	2024-24 Budget Remaining
Total Water Utilities (GENERAL):		510,972.42	901,988.00	385,910.99	516,077.01
Sewer (GENERAL)					
602-49450-101	Full-Time Employees Regular	63,637.05	67,332.00	23,555.01	43,776.99
602-49450-102	Full-Time Employees Overtime	5,567.43	5,500.00	3,066.18	2,433.82
602-49450-120	CENTRAL PENSION FUND	998.40	1,000.00	345.60	654.40
602-49450-121	PERA	5,069.37	5,462.00	1,987.21	3,474.79
602-49450-122	FICA	5,351.46	5,572.00	2,026.94	3,545.06
602-49450-131	Employer Paid Health	17,352.15	18,302.00	7,456.68	10,845.32
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	139.88	1,860.12
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	47.95	952.05
602-49450-322	Postage	2,846.81	2,880.00	962.67	1,917.33
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	2,179.00	7,321.00
602-49450-383	Gas Utilities	650.99	1,500.00	142.99	1,357.01
602-49450-385	Sewer Plv-Elgin Sewer District	587,047.91	828,665.00	382,697.22	445,967.78
602-49450-417	UNIFORM	600.00	624.00	270.08	353.92
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):		920,948.44	1,354,495.00	728,218.86	626,276.14
Net Grand Totals:		9,114,101.99-	10,264,581.00-	3,160,575.56-	7,104,005.44-



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: May 14th, 2024

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

SUMMARY

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

Meeting/Training

- Annual mandated daytime firearms qualification has been scheduled for the week on May 13th.
- Two Officers are due to Emergency Vehicle Operations Certification. They have been scheduled to attend a class in Rochester in May.

Misc. Activity

- AXON mobile cameras have been installed. Both mobile and body worn camera systems are in service. Staff is very impressed with quality and function.
- Both of the squad cars are in service and working very well. The 2017 Explorer will be auctioned off on the TMRA May 25th to June 4th auction.
- We received three applications for employment to fill the upcoming retirement of Officer Kevin Kuhlemeier.
- We requested and received price quote from Data Smart for our I.T needs. We have been using On-Site for the past several years. Data Smart was higher priced, we will continue using our current provider.

Citations issued: 17**April Call Activity 2024**

9-11 Hang-Ups	0
Alarms	0
All other	3
Animal Complaints	4
Assault	0
Assist Other Department	15
Attempt to Locate	2
ATV Violations	0
Burglary/Open Door	0
Child Abuse/Custody Exchange	0
Civil Matter	4
Contempt/Curfew Violation	1
Damage to Property	2
DANCO Violation	0
Disorderly Conduct	2
Domestics	1
Driving Complaints	3
Driving Under the Influence	0
Drugs All Types	0
Escort	0
Fire Calls	1
Fireworks	0
Found Property	1
Fraud	1
Funeral Assist	0
Gun Permit	0
Harassment/Threats	2
Littering	0
Lost Property	1
Medical Calls	22
Misc. Information	0
Motorist Assists	1
Noise Complaints	0
OFP/HRO Violation	0
Ordinance Violation	4
Parking Complaints/Violations	2
POR Predatory Offender Reg.	0
Public Assists	5
School Bus/Incident & Tobacco	3
Security Check	46
Sex Offense	0
Snow Removal	0
Sudden Death	0
Suspicious Activity	8
Theft Offenses	3
Traffic Crashes/Violations	182
Trespassing	0
Vulnerable Adults	0
Weapons Violation	0

Warrants All	0
Welfare Checks	5
Worthless Checks	0
TOTAL CALLS	325

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 April. We as a city averaged 242,533 gallons per day. The highest being 340,000 gallons and the lowest being 168,000 gallons. We pumped 7,276,000 gallons for the month.
- Water meters were read on the 1st of the month.
- Water meter replacement is ongoing.
- We had 23 locates for Gopher State One Call.

Sewer

- We are currently working with Bolton & Menk to repair an invert in a manhole.

Streets

- Elcor has begun to work on the 2nd Ave NW Street Project.
- We have repaired a few of the broken gate vales. The rest will be repaired this summer with street maintenance.
- We have completed spring street sweeping.
- We have been filling potholes as they appear. This will continue as needed.

Parks

- Parks are now open for the season.
- All repairs to park equipment have been completed at this time.
- We have started to prep the pool for another season.

Trees

- We have been trimming trees that hit our trucks and equipment. This will continue as needed.

Buildings

- The bid packet for the replacement of roofs has been put in the paper and put on our website. Bids are due back by May 15th.

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**



PARKS & TRAILS COMMISSION

Meeting Minutes

Tuesday, March 26, 2023, at 6:00 P.M.
Public Works Building, 230 10th St SW, Plainview, MN 55964

The Plainview Parks & Trails Commission meeting was called to order at 6:01 pm on March 26, 2024.
Commissioners in attendance: Ben Jacobs, Carrie Klassen, Claire Speedling, Sue Tangen, & Marlene Young. Staff in attendance: Shane Loftus.

Motion was made by Tangen and seconded by Speedling to approve the agenda. Passed. 5/0.

Motion was made by Tangen and seconded by Speedling to approve the November 28, 2023, meeting minutes. Passed. 5/0.

Public Comments:

Tangen shared comments she received from members of the public regarding the new welcome signs. Comments have been made about the bareness and whiteness of the backside of the signs. The public would like to see something on the back of the signs.

New Business:

Jacobs is resigning from the commission to allow a new member who has applied. He will still attend meetings as a liaison between City Council and the commission.

Motion was made by Tangen and seconded by Jacobs to recommend approving an application from Adam Klavetter as a new member of the commission. Passed. 5/0.

Unfinished Business:

Loftus shared an update on the Wedgewood Park project. The Lion's Club has decided to pull out of the project due to the high costs involved. They are now focusing on helping replace the PEM K-3 Park, which will be a much lower cost project. The city has had a full inspection of the current equipment at Wedgewood. The seats on a couple of swings will need to be replaced at an approximate cost of \$1,700. They are still looking at the possibility of replacing the pavilion sometime in 2025 or after. They have been working with KBS on estimates and it will be approximately \$100,000 - \$110,000 to replace the pavilion. The plan is to have it match the outside aesthetics of the bathrooms.

Reports:

Jacobs gave a City Council update:

- Ken Flies wants to install a sign in front of the trailhead parking lot informing people of the future National Services Park. The current sign he has drafted only highlights the Peace Corp portion of the park. The sign will need to be all inclusive and will need to be approved by City Council. Jacobs plans to talk with Mayor Aaron Luckstein and City Administrator David Todd.

Loftus gave a Public Works update:

- He is working with Jacobs on creating a master plan for the parks to create a lifecycle for park equipment. This will hopefully allow the city to replace pieces of equipment one at a time rather than an entire playground.
- He has a bid in for curb and landscape to be installed around the new welcome signs later this spring/summer. This will hopefully fill in some of the white space on the back of the signs.
- He has spoken with Michelle Oelig. The pool will be ready by May 24th and will open to the public June 1st. They are looking at adding stenciling to the pool deck. They are also looking at adding a “tot day” for children 5 and under from 10-noon on days when there are no swimming lessons.

Motion was made to adjourn by Tangen and seconded by Young. Passed 5/0.

Meeting adjourned at 6:34 p.m.

Respectively submitted,
Marlene Young, Secretary



Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

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

MEMORANDUM

Date: May 8, 2024
To: David Todd, City Administrator
From: Brian Malm, P.E., City Engineer
Subject: Current Projects Update
City of Plainview
Project No.: OH1.132979

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

Work resumed on this project the week of April 15th with underground utility construction between 6th Street NW and 8th Street NW, and concrete sidewalk and driveway work between 4th Street NW and 6th Street NW.

As a reminder, project updates are being sent out on a regular basis by e-mail and text. Those interested can sign up to receive updates through the project website, here: <https://clients.bolton-menk.com/plainviewstreets/>, under the "Updates" tab. Copies of previous updates and informational meeting presentations can also be downloaded from the website.

Orchard Hills 7th and 8th Subdivisions

The Developers for these subdivisions were informed on March 19th that the City expects the remaining punch list items need to be completed by May 30, 2024, and that any items that are not completed by that date will be completed by the City in accordance with the Developer's Default provisions of the Development Agreement.

Well No. 3 Air Entrainment – Water Tower

We expect to have a draft final report with cost estimates for ground storage/booster station and elevated tower alternatives completed for City staff review within the next 2 weeks. Following staff review, we will be ready to present the final report to City Council at the June meeting. The final report will include recommendations for possible low interest loan funding through the Public Facilities Authority.

Chapter 600 Code Updates

We've completed the reformat and reorganization of the code and have incorporated input received at the January PC/CC workshop. The final draft has been distributed to the Planning Commission for review and a public hearing is planned for their June meeting.

Name: Current Project Update

Date: 5/8/24

Page: 2

GIS Cemetery Management System

Work is proceeding on this project related to data review and boundary development. Headstone data gathering and field verification will begin in the next month as our summer intern staff begins work.

Miscellaneous

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

- Standby generator improvements for Well No. 2. Quote packages have been submitted to contractors and quotes are due back by May 23.
- Lead service line inventory, as required by Minnesota Department of Health and EPA. We received authorization to begin this work and have started on the records review.

Director's Report: May 2024

Kao Kalia Yang Author Visit: Kao Kalia Yang is a Hmong American teacher, speaker, and writer. This award-winning author of the memoirs *The Latehomecomer*, *The Song Poet*, *Somewhere in the Unknown World*, and *Where Rivers Part* will visit the library from 1-2pm on Tuesday, May 21. Yang's books will be available for purchase and signing.

This project/program is made possible by the people of Minnesota through Minnesota's Arts and Cultural Heritage Library Legacy fund, in cooperation with our regional library system, SELCO.

High School Reunion Book Club: Join Miss Jennifer for our new evening book club for the young at heart. This summer's lineup will include a young adult mystery, dystopian/science fiction, and romance. Sign up during the month of May if you would like us to order each of the books for you.

June 4 | 5:30-6:50pm

The Agathas - Kathleen Glasgow & Liz Lawson

July 9 | 5:30-6:50pm

Legend - Marie Lu

August 6 | 5:30-6:50pm

Love & Gelato - Jenna Evans Welch

April Quick Stats:



3206 Items Circulated



19 New Patrons



175 New Items

Respectfully Submitted,

Alice L. Henderson

Director, Plainview Public Library



Plainview Public Library

Connecting Our Community With Information, Experiences, and Each Other

Plainview Public Library Board of Trustees

Tuesday March 19, 2024 7:00 PM

Members Present: Miranda Muller, Youlonda Loechler, Ian McDonald, Chad Gelner, Carla Tentis, Nicholas Ozment

Members Not Present: Adam Feils

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 Chad and seconded by Carla to approve the agenda. Motion carried unanimously.

Public Comments: No comments

A motion was made by Chad and seconded by Miranda to approve the board minutes from 2/20/2024. Motion carried unanimously.

A motion was made by Carla and seconded by Youlonda to approve the consent agenda as follows:

- Director's Report
- Programming & Outreach Report
- Acknowledgement of Donations
 - Laurie Timm
- SELCO/SELS & Foundation Reports (none)

Unfinished Business

New Business

- A. Payment of Bills: A motion was made by Ian and seconded by Chad to approve the Payables by Payee in the amount of \$8,616.25. Motion carried unanimously.
- B. MN Public Library Annual Report 2023: A motion was made by Chad and seconded by Miranda to approve the MN Public Library Annual Report 2023 as written for signature and submittal.. Motion carried unanimously.

Announcements

- A. Trustee or Staff Comments (None)
- B. Next Regular Meeting is 4/16/2024

Motion to adjourn was made by Carla and seconded by Ian at 7:17 PM. Motion carried unanimously.

Respectfully submitted,

Miranda Muller

Secretary, Plainview Library Board of Trustees



Economic Development- May 2024 Update:

Rural Entrepreneurial Ventures (REV): April meeting was held on Tuesday the 16th. The CORE Team mapped out what existing financial and business support services are available to the local businesses. The team is still looking to recruit additional members to grow support for the initiative throughout the entire community.

Ongoing projects:

- County Rd. 4 commercial/light industrial park- waiting to see if the county will be annexing the right away along Co. Rd. 4. If it's annexed, we can start the Greater MN BDPI grant application to help cover the cost of running water/sewer into the site.
- Notified in April that the City of Plainview did not receive the Blandin Foundation Grant in the amount of \$115,000. This was to address the bare lot on main street.
- Recorded "Plainview Chatter" segment with Shannon Harrell and spoke about what the EDA/CEDA provides the Plainview community.
- Attended People's Energy Coop's Key Account Summit to learn more about what programs and rebates are available through the Cooperative.
- Continued updates to EDA website.

Plainview Fire Relief Association Monthly Report

May 2024

Calls for April:

- Mutual Aid for Kellogg Grass Fire
- Tractor Fire

Practice and Training:

- Controlled Burn on the Walking Trail behind the Track
- Training - House Burn with Elgin Fire Department

Other:

- Obstacle Course for PEM Post Prom

Respectfully Submitted by **Mike Lyons, Fire Chief**

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 2024

AGENDA ITEM:	Street Closure for the PEM Senior Parade Route	AGENDA SECTION:	New Business
PREPARED BY:	Carol Kujath, City Clerk	AGENDA NO. 7.A.	
ATTACHMENTS:	Special Event Permit from Wabasha County, Map of Parade Route, Request letter.	APPROVED BY:	dt
RECOMMENDED ACTION: Motion to approve the street closure for the PEM Senior Parade Friday, May 24, 2024, from 1:30 – 2:30 p.m.			

SUMMARY

Jen Simon, the Graduation Advisor at PEM, is requesting the street closure for the senior celebration parade that will take place on Friday May 24, 2024, from 1:30 p.m. to 2:30 p.m. A map of the parade route has been included along with the special event permit from Wabasha County.



WABASHA COUNTY
HIGHWAY DEPARTMENT
821 Hiawatha Drive West
Wabasha, Minnesota 55981
Phone: 651-565-3366

Application to Use County Highway Right of Way for Special Events

Applicant Name: Jennifer Simon
Phone: 507-534-3128 ext. 4671
Address: 500 W. Broadway
City, State, Zip: Plainview, MN 55964
E-mail: j.simon@isd2899.k12.mn.us
Sponsoring Organization Name: Plainview-Elgin-Millville High School
Event Name: Senior Celebration Parade
Event Description: Parade lasting 1 hr. for graduating seniors
Location: County Highway: 56 from 247 to 3rd Ave SW
Proposed Date(s) of Closure: Friday, May 24
Proposed Hour(s) of Closure: 1:30-2:30 p.m.
Will detouring of traffic be necessary? ☒ Yes ☐ No
Describe the detour route, traffic control, and parking provisions (attach diagram):
East Broadway / 247 going East + West @ 3rd St. SW
Need to take one of the streets going North or
South - 10th NW + 9th St SW

The undersigned applicant hereby accepts and agrees to fully comply with all conditions required by Wabasha County.

Applicant Signature: Jennifer Simon Date 4-18-24
County Use Only Below This Line

HIGHWAY DEPARTMENT

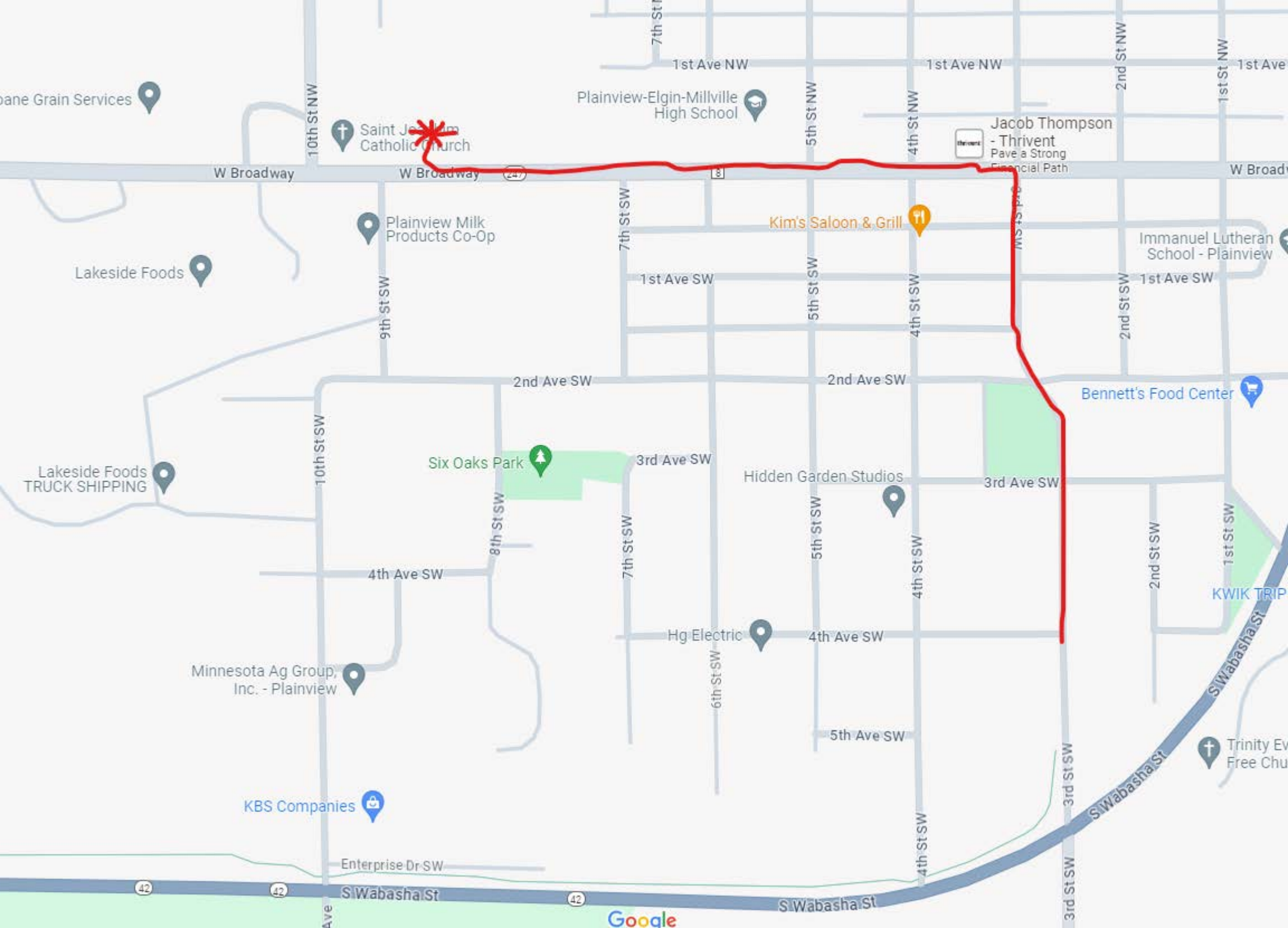
Additional Conditions: This permit approval is contingent upon the City of Plainview approval of event and closure, and the conditions, if any, of the City of Plainview. Traffic control is the sole responsibility of the applicant.

Authorized Highway Dept. Signature: [Signature] Date 4/26/2024

Copy Distribution: Applicant
County Highway Department
County Sheriff
Local Police Chief (if applicable)

General Conditions for using County Highway Right of Way for Special Events:

1. A legitimate public interest must be served by the use of the right of way.
2. The event shall not be detrimental to the highway or safety of the public.
3. A completed permit shall be submitted a minimum of one month prior to the event to the Wabasha County Highway Department.
4. If the requested County Highway location is within a city, the city shall approve of the event. If the requested County Highway location is within a township, the township shall approve of the event. City or township approval shall be submitted along with the application. Approval can be in the form of a letter on official stationary or by resolution.
5. The Applicant and Sponsoring Organization must notify and coordinate this activity with the local Police Department or Wabasha County Sheriff's Department.
6. All detours and/or lane closures shall conform to the provisions of the Minnesota Manual on Uniform Traffic Control Devices. All signing, notices, and costs of providing for traffic control are the responsibility of the Applicant and Sponsoring Organization. Requests for using Wabasha County traffic control shall be made on the application. Due to County policy, the Sponsoring Organization is responsible for the actual costs incurred by the County for providing traffic control devices, if cost reimbursement is deemed prudent by the Wabasha County Highway Department.
7. No stakes or attachment(s) to pavement will be permitted.
8. Failure to abide by the conditions of the permit will be cause for denial of future applications.
9. The Applicant and Sponsoring Organization will be responsible for all costs involved in or as a result of the event including damages to highway right of way.
10. An approved permit cannot be assigned or transferred to others without the written consent of Wabasha County Highway Department.
11. The Applicant and Sponsoring Organization agree to assume the entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise and to all property, arising out of, resulting from or in any manner connected with the operations of the event.
12. The Sponsoring Organization agrees to obtain an insurance policy and have Wabasha County named as an additional insured on the policy. A Certificate of Insurance listing Wabasha County as an additional insured on the Sponsoring Organization's Commercial General Liability policy must be provided to Wabasha County a minimum of 14 days prior to use of the right of way. The certificate must be in place prior the event and provide minimum limits of \$1,500,000 per occurrence and aggregate. The Applicant or Sponsoring Organization is responsible for all costs of providing for insurance as stated above.
13. The Applicant and Sponsoring Organization shall hold Wabasha County harmless and indemnify Wabasha County, its agents and employees, from any and all claim demands and causes of action arising from the Applicant's and Sponsoring Organization's use of the County Highway, including any attorney's fees and costs related thereto to the extent permitted by Minnesota Law.



Hello Aaron,

I wanted to touch base regarding our senior parade on Friday, May 24th at 1:30 p.m. Could we have it published that Broadway will be shut down during this time from the church until 3rd street through the park area (we follow the Corn on the Cob days route but leave from the church parking lot allowing for traffic to go around the area using 9th street)?

Thank you for your help! I appreciate it! Also if you need me to attend the council meeting to discuss any of this in May I am happy to do so!

Jen

--

Plainview-Elgin-Millville

Spanish Instructor

Varsity Dance Team Coach

Graduation Advisor

NHS Co-Advisor

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 2024

AGENDA ITEM: Brush Chipping	AGENDA SECTION: New Business
PREPARED BY: Shane Loftus	AGENDA NO. 7.B.
ATTACHMENTS: None	APPROVED BY:
RECOMMENDED ACTION: Motion to approve Valdes Lawn Snow Landscape for chipping the brush pile for \$9,658.22.	

SUMMARY

Each year we have the brush pile chipped. This is a budgeted expense. Residents pay for this with the compost fee on their water bill each month.

Valdes will do the chipping but not haul out the byproduct because we have farmers that are willing to take it for bedding. Not having Valdes haul out the byproduct, the city saves thousands of dollars, and we help local farmers provide bedding for their animals.

Company	Mobilization	Price to chip pile	Total
Valdes	\$1,500.00	\$8,158.00	\$9,658.22
Dakota Grinding	\$1,00.00	\$15,500.00	\$16,500.00

Respectfully Submitted,
Shane Loftus
Public Works Director

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 2024

AGENDA ITEM:	Concrete Bids for Sidewalk Replacement.	AGENDA SECTION:	New Business
PREPARED BY:	Shane Loftus, PW Director	AGENDA NO.	7.C.
ATTACHMENTS:		APPROVED BY:	
RECOMMENDED ACTION: Motion to approve Leonard Enterprises for the replacement of sidewalk/curb replacement for 2024.			

SUMMARY

Each year the city replaces sidewalks with tripping hazards or sidewalks that are failing. We also fix some sections of curb if they are causing issue or are a part of the sidewalk we are replacing. The city generates \$26,500 in sidewalk fees and budgets an additional \$28,500 for a total of \$55,000 in sidewalk replacement.

I sent 3 requests for bids to Allen Concrete, TS Concrete, and Leonard Enterprises. Leonard Enterprises was the only bid received.

For a standard 4 inch thick/5 ft wide sidewalk Leonard Enterprises is \$47.50 per lineal foot for removal and replacement.

Curb removal/replacement:

Type of curb	Removal	Replacement	Total
B618	\$18.00 per ft	\$65.00 per ft	\$83.00 per ft
B624	\$19.00 per ft	\$65.00 per ft	\$84.00 per ft
Mountable	\$18.00 per ft	\$65.00 per ft	\$83.00 per ft

Respectfully submitted

Shane Loftus

Public Works Director

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 2024

AGENDA ITEM: MNSPECT Contract	AGENDA SECTION: New Business
PREPARED BY: David Todd, City Administrator	AGENDA NO 7.D.
ATTACHMENTS: Final Negotiated Contract and Fee Schedule	APPROVED BY: dt
RECOMMENDED ACTION: Motion to approve entering a contract with MNSPECT for building inspection services	

SUMMARY

At the March 2024 regular City Council meeting, the Council approved hiring MNSPECT for building inspection services for the City of Plainview, replacing CMS who has served Plainview in this capacity for several years.

Upon Council approval, city staff have been negotiating a contract with MNSPECT for these services. The final version, approved by our City Attorney, is attached to this agenda. City staff recommend approval of the contract between the city and MNSPECT to commence 10 days after signature on the document. This will provide time for CMS to close out any active building permits and also allow MNSPECT to provide guidance to city staff about accepting permits as well as training for the online permitting software provided under the contract.

Respectfully Submitted,

David Todd
City Administrator

CONSULTANT SERVICE CONTRACT

This Contract ("Contract") is made this _____ day of _____, 2024, by and between the CITY OF PLAINVIEW, a Minnesota municipal corporation, 241 W Broadway, Plainview, MN 55964 ("CITY"), and MNSPECT, LLC, a wholly owned subsidiary of SAFEUILT, LLC, a limited liability company under the laws of the State of Minnesota, 444 N. Cleveland Avenue, Loveland, CO 280537 ("CONSULTANT"); (collectively the "PARTIES").

WHEREAS, CITY requires Building Official services within the corporate limits of CITY for purposes of enforcement of the Minnesota Building Code and Plainview City Code within its boundaries (the "Services" or "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various Services required by CITY; and

WHEREAS, CITY and CONSULTANT mutually agree that the Minnesota Building Code and all corresponding laws, rules and regulations govern this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference. Unless otherwise provided in Exhibit 4, CONSULTANT shall provide the Services using hardware and CONSULTANT's standard software package. In the event that CITY requires that CONSULTANT utilize hardware or software specified by or provided by CITY, CITY shall provide the information specified in Exhibit 4. CONSULTANT shall use reasonable commercial efforts to comply with the requirements of Exhibit 4 and CITY, at its sole expense, shall provide such technical support, equipment or other facilities as CONSULTANT may reasonably request to permit CONSULTANT to comply with the requirements of Exhibit 4.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.
- D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen .
- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory Workers' Compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
 2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Commercial General Liability ("CGL") and business automobile liability

insurance coverages insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

4. Professional/Technical (Errors and Omissions) Liability Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally

obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT's professional services required under the contract. CONSULTANT is required to carry the following minimum limits: \$1,000,000 – per wrongful act or occurrence; \$2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$100,000 without the written approval of CITY. If CONSULTANT desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of one (1) year following termination or expiration of this agreement. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
6. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
7. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or ten (10) days' prior written notice to CITY for nonpayment of premium.

With the exception of worker's compensation policies required under the Agreement, CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract, subject to the annual aggregate limit for commercial general liability stated in Section 3 of this Agreement

8. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
9. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.

10. All policies listed above, except professional liability insurance (or other coverage

not reasonably available on an occurrence basis), shall be written on a per “occurrence” basis (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.

11. CONSULTANT shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
12. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, CITY may terminate this Agreement by immediate notice to CONSULTANT.
13. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY’s Administrator, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. The City Administrator shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY’s policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT’s performance of services under this Contract.

- B. **Method of Payment.** CONSULTANT will invoice CITY, on a monthly basis and provide all necessary supporting documentation. All payments are due to CONSULTANT within 30 days of CONSULTANT's invoice date. Payments owed to CONSULTANT but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. CITY may request, and CONSULTANT shall provide, additional information before approving the invoice. When additional information is requested CITY will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of CONSULTANT's invoice date, if additional information is requested, CITY will submit payment within thirty (30) days of resolution of the dispute.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until December 31, 2024, or as otherwise provided in this Contract, whichever comes first. This Contract shall be self-renewing for additional one (1) year periods on January 1. This Contract may be terminated by either party consistent with the Paragraph B of this Section.
- B. **Termination.** Notwithstanding the foregoing, this Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon sixty (60) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's Administrator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any third party claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement which would result in an admission of wrongdoing by City, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY or third-parties acting on its behalf. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. Limit of Liability. EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION

ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM CITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR CITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF CITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS REQUIRED INSURANCE COVERAGE IN SECTIONS 3 AND 4 ABOVE, OR THE MAXIMUM TORT LIABILITY FOR MUNICIPALITIES IN MINNESOTA UNDER THE MINNESOTA TORT CLAIMS ACT, MINN. STAT. SEC. 466.04, ET SEQ.

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF CITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000 OR THE MAXIMUM LIMITS CONTAINED IN THE TORT CLAIMS ACT, MINN. STAT. SEC. 466.04, *ET SEQ*, whichever is greater

- B. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- C. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- D. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:

David Todd
City Administrator
241 West Broadway
Plainview, MN 55964
Phone: 507-534-2229
Email: d.todd@plainviewmn.com

CONSULTANT:

Matthew K. Causley
Chief Operating Officer
MNSPECT, LLC
235 W 1st Street
Waconia, MN 55387
Phone: 952-442-7520
Email:

- E. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance

of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- H. **Assignment.** This Contract may be assigned by either PARTY without the written consent of the other PARTY, which will not be unreasonably withheld or delayed, but only upon 60 days written notice from the PARTY assigning their rights hereunder to the other PARTY.
- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the 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 CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- M. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

- N. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- O. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- P. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- Q. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the Services. Notwithstanding the preceding, CONSULTANT shall own all rights and title to any CONSULTANT provided software and any improvements or derivative works thereof.
- R. **Governing Law.** This Contract 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 Contract without regard to its choice of law or conflict of laws principles.
- S. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- T. **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 Contract 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 Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made

in writing and properly executed by the waiving PARTY.

- U. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- V. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- W. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- X. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Y. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- Z. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision

hereof.

- AA. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- BB. **Execution.** This Contract 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 Contract, 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.

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SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: and MNSPECT, LLC,

By: _____

(Signature)

Title: Chief Operating Officer

Print Name: Matthew K. Causley

Date: _____

CITY OF PLAINVIEW:

By: _____

Aaron Luckstein, Its Mayor

Date: _____

By: _____

Carol Kujath, Its Clerk

Date: _____

EXHIBIT 1 – SCOPE OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for CONSULTANT team members, CITY staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for CITY – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Plumbing, Mechanical Inspection Services

- CONSULTANT utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments

- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete
- CONSULTANT will return plans and supporting documents

Reporting Services

- CONSULTANT will work with CITY to develop a mutually agreeable reporting schedule and format

2. LIST OF SERVICES

- Provide Community Core in accordance with the terms and conditions of Exhibit 4.

3. CITY OBLIGATIONS

- CITY will issue permits and collect all fees
- CITY will provide CONSULTANT with a list of requested inspections and supporting documents
- CITY will intake plans and related documents for pick up by CONSULTANT or submit electronically
- CITY will provide a monthly activity report that will be used for monthly invoicing
- CITY will provide zoning administration for projects assigned to CONSULTANT
- CITY will provide codes books for front counter use
- CITY will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- CITY will adopt a fee schedule for building department services agreed upon by both Parties

4. TIME OF PERFORMANCE

- CONSULTANT will perform Services during normal business hours excluding CITY holidays
- Services will be performed on an as-requested basis
- Services will be performed during mutually agreed upon hours
- Building Official or designated representative will be available at the CITY offices as mutually agreed upon
- Inspectors will be dispatched on an as-requested basis
- CONSULTANT representative(s) will be on-site weekly based on activity levels
- CONSULTANT representative(s) will be available by phone and email
- CONSULTANT representative(s) will meet with the public by appointment

Deliverables			
INSPECTION SERVICES	Perform inspections scheduled prior to 4:00 pm by the end of the next business day or as agreed upon		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u> – Commercial (IBC)	<u>Completeness Check</u> 5 business days or less	<u>From Complete Submittal</u> 10 - 15 business days or less
	– Residential (IRC)	2 business days or less	5 - 7 business days or less
Note: Submittal of 8.5" x 11" and/or 11" x 17" color plans may reduce turnaround time by up to two (2) days			

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

1. FEE SCHEDULE

- CITY and CONSULTANT will review the CITY Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by CONSULTANT to provide Services.
- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the CITY or, if not reported for the CITY the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- CONSULTANT fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services • Permits Issued Prior to Start Date	\$95.00 per hour/One Half Hour Minimum
Inspection Services	80% of permit fees (minimum \$50.00) for the initial term.
Plan Review Services*	100% of Municipal Permit Fee as established by ordinance or resolution
Misc Services Includes: • Re-inspection fee • License look-up fee • Site inspection • Moved and pre-moved building fee • Manufactured home fee • Copies • Inspections beyond normal business hours • Special investigation fees • Additional plan review fees	100% of permit fees
Print Fees for Plan Sheets • 8.5x11 • 8.5x14 • 11x17 • Large Plans	• \$1.00/side (color) \$.25/side (black and white) • \$1.00/side (color) \$.25/side (black and white) • \$2.00/side (color) \$.50/side (black and white) • \$4.00/side (color) \$4.00/side (black and white)
Building Official Services	\$150.00 per hour
State Delegation Projects	\$150.00 per hour
Certified Building Official	105.00 per hour
Limited Building Official	\$95.00 per hour
Office/Support Staff	\$75.00 per hour
Code Enforcement/Nuisance Abatement	\$90.00 per hour
Municipality will adopt a fee schedule for building department services agreed upon by both Parties	
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

*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

EXHIBIT 4

ORDER FORM AND TERMS AND CONDITIONS

[Community Core Solutions form and contract begin on following page]

Meritage Systems Community Core: Description of Services
This order form is subject to the Community Core terms of service, privacy and policies, all as available through the Community Core.

City of Plainview, MN

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore including InspectorConnect iOS mobile app for building and code inspections	☒	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	☐	\$	\$	
GIS Integration: Permitting	☐	\$	\$	
Contractor & Business Licensing	☒	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	☒	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	☒	\$	NA	
System Training	☒		NA	
Total:		\$0.00	\$0.00	3

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspecoTrConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), the CommunityCore Terms of Service, our Privacy Policy and our Copyright Policy and any other policy specified within any of the preceding, all as available online through the CommunityCore website. By accessing or using the Services, you agree to be bound by this Agreement and those policies. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. *Definitions. For purposes of this Agreement the following terms have the following meanings:*
 - a. "Account" means an account allowing access to the Services created in Customer's name.
 - b. "Fees" means the fees for the Services.
 - c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
 - d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third- party information collected by Customer or any User and entered into the Services.
 - e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
 - f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.

g. “Intellectual Property Rights” means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.

h. “Order Form” means the form executed by the parties that describes the Services and any setup fees associated with the Services.

i. “On-boarding” means the Set-Up and the Training, as specified in the Order Form.

j. “Production Server” means the server on which the Services will be hosted.

k. “Start of Service Date” is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.

l. “Services” means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the “Site” or collectively, the “Sites”).

m. “Set-Up” means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.

n. “Set-Up Fees” means the fees for Set-Up specified in the Order Form.

o. “Subscription Fees” means the annual subscription fee specified in the Order Form.

p. “Technology” means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.

q. “Training” means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.

r. “User ID” means each unique User identification name and password used for access to and use of the Services through the Account.

s. “User” means anyone accessing the Services through Customer’s Account.

2. Customer’s Access To And Use Of The Services.

a. Customer’s Right to Access the Services. Subject to the terms of this Agreement, Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form and in the applicable policies during the term of this Agreement, solely for Customer’s own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

b. Certain Restrictions on Customer’s Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor’s rights and ownership

thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.

c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added.

Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.

d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.

e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period;

(iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the

purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.

g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors.

Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.

b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.

c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.

d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement.

The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving

Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.

c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.

e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.

b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all

materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.

b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the

execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;

b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES “AS IS” AND “AS AVAILABLE” AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON- INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED “AS IS” AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR:

(A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER’S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM

CUSTOMER’S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.

c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage’s obligations hereunder and any Order Form.

11. *Certain Liabilities, Limitation of Liability.*

a. Customer will, at Customer’s own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys’ fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or

has caused harm or damage to, a third party.

b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.

c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.

d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or

proceeding brought in such courts by Meritage.

e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.

f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.

g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.

i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.

j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

k. These terms and conditions are in addition to and not in lieu of those contained in any posted CommunityCore terms of service or other policy.

City of Plainview

BUILDING CODE FEE SCHEDULE

Effective Date: Proposed

Residential Fees (for permits that are issued over-the-counter and have flat-rate fees)

(Definition of residential: **IRC-1 Single Family Dwelling:** Any building that contains one dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-2 Two-Family Dwelling:** Any building that contains two separate dwelling units with separation either horizontal or vertical on one lot used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-3 – Townhouse:** Definition: A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and having open space on at least two sides of each unit. Each single-family dwelling unit shall be considered to be a separate building. Separate building service utilities shall be provided to each single-family dwelling unit when required by other chapters of the State Building Code. **IRC-4 Accessory Structure:** Definition: A structure not greater than 3000 ft² in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

Maintenance Permit Fees:

- Re-Roof: \$63.00 see handout for when building permit is required.
 - Re-Side: \$63.00 see handout for when building permit is required.
 - Re-Window: \$63.00 see handout for when building permit is required; replacement of same size windows
 - Re-Door/Garage door: \$63.00 replacement of same size doors
- (Fences over 7' in height and retaining walls over 4' in height require building permits submitted for plan review and are based on valuation)

Plumbing Permit Fees:

- New fixtures: \$80.00 (minimum) (\$10.00 per fixture after 8 fixtures)
- Lawn Irrigation: \$63.00
- Fixture Maintenance: \$63.00

Mechanical Permit Fees:

- New appliances: \$37.50 each, minimum \$75.00.
- Gas Line (with mechanical permit): \$20.00 per gas line, \$40.00 minimum
- Gas Line only permit: \$63.00
- Appliance Replacement: \$75.00
- Fire Place insert – see Above (Mechanical Permits)
- Fire Place masonry – Based on valuation (building permit required)

Commercial Fees (everything that is not Residential, as defined above)

ALL Commercial permit applications require plan review and permit fees are based on valuation (includes, re-roof, re-side, re-window, re-door, and demolition).

Building Permit minimum: \$75.00
Plumbing Permit minimum: \$75.00
Mechanical Permit minimum: \$75.00
Gas line minimum (unless included with other mechanical work): \$75.00

Fire Sprinkler Systems require regular building permit; fees are based on valuation
Fire Alarm Systems require regular building permit; fees are based on valuation

Sprinkler Permit minimum: \$75.00
Fire Alarm Permit minimum: \$75.00

City of Plainview

BUILDING CODE FEE SCHEDULE

Valuation Based Fees

Fee Schedule Base: 1988 (modified)

Value up to (and including):		For the first:	Plus	For each additional:
\$4000.00	\$63.00			
\$25,000.00	\$63.00	\$4,000.00	\$9.00	\$1,000 or fraction thereof
\$50,000.00	\$252.00	\$25,000.00	\$6.50	\$1,000 or fraction thereof
\$100,000.00	\$414.50	\$50,000.00	\$4.50	\$1,000 or fraction thereof
\$500,000.00	\$639.50	\$100,000.00	\$3.50	\$1,000 or fraction thereof
\$1,000,000.00	\$2039.50	\$500,000.00	\$3.00	\$1,000 or fraction thereof
\$1,000,000.01 & up	\$3539.50	\$1,000,000.00	\$2.75	\$1,000 or fraction thereof

*Pursuant to MN Rules Chapter 1300.0160 subpart 3, Building permit valuations shall be set by the Building Official. For determining the permit valuation, the Building Official will use the supplied valuation with a minimum value as calculated by the current Building Valuation Data Table, published each May by the Department of Labor and Industry and other data, as needed, for projects not otherwise specified.

Building Permit Related Fees – (commercial and residential)

- **Plan Check/Document Evaluation fee:** 65% of the Permit Fee for Residential and Commercial Projects
- **Master Plan:** When submittal documents for similar plans are approved, plan review fees shall not exceed 25 percent of the normal building permit fee established and charged for the same structure. Plan review fees for the original plan review is 65% of the permit fee.
- **Review of state approved plans:** 25% of the plan review required by the adopted fee schedule (for orientation to the plans)
- **Residential Site Inspection (including initial S.E.C.):** required for all new construction (new homes, detached garages, accessory structures) \$65.00. (Optional Service)
- **Commercial Site Inspection (including initial S.E.C.):** required for all new construction (new buildings and accessory structures) \$95.00. (Optional Service)
- **S.E.C. (Sediment and Erosion Control)** .0006 x permit valuation for all *Building* Permits except Re-Roof, Re-Side, Re-Window, Decks & Interior Remodels; Minimum \$150.00 New Home or Commercial Construction, Minimum \$50.00 on any other non-exempt Construction. (Optional Service)
- **Demolition Permit Fees:** based on valuation. Demolition is the deconstruction of a building or structure.
- **Exterior Structures:**
 - Retaining Wall (over 4' in height): based on valuation
 - Fence (over 7' in height): based on valuation
 - Sheds (over 200 sq. feet): based on valuation
 - Seasonal Swimming Pools: \$
 - (Seasonal residential swimming pools requiring permits (over 24" deep or 5000 gallons in capacity, installed entirely above grade) are allowed to be installed with a single application and approval provided that the same pool is installed in the same location each year. Once approved, the pool may be put up and taken down any number of times. A site plan is required to be approved as a part of the permit submittal, and it must be kept on site for review as needed.)
 - Permanent and In-ground Swimming Pools: Based on Valuation
- **Pre-moved in single family dwelling:** \$175.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Pre-moved in accessory structure:** \$125.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Connection fee – Moved in structure:** \$275.00 (does not include foundation/interior remodel)
- **Connection fee – Accessory structure:** \$200.00
- **Connection fee – plumbing:** \$75.00
- **Connection fee – mechanical:** \$75.00
- **Manufactured home installation:** \$275.00 (does not include foundation)
- **Site work for manufactured, prefab, or moved in home (foundation, basement, etc.):** based on valuation
- **Pre-fabricated SFD, "base permit only" -** \$275.00 plus state surcharge, Pre-fabricated SFD foundation is based on Valuation for permit, plan review and state surcharge

City of Plainview

BUILDING CODE FEE SCHEDULE

State Surcharge Fees

State Surcharge: Schedule is based on the currently adopted State Surcharge Table – per MN Statute 326B

State Surcharge is applicable on all permits unless otherwise noted.

Other Inspections and Fees

1.	Re-inspection Fee - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. On valuation-based building permits, this fee is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees shall also be assessed when 1) the address of the jobsite is not posted, 2) the inspection record card is not posted or provided at the worksite, 3) the approved plans are not readily available for the inspector, 4) full access to the site is not provided for the inspector, 5) the inspector is not met by the responsible individual (no show), 6) on residential (IRC) maintenance permits where corrections are required to be inspected, and 7) deviations from the approved plans occur without prior building official approval. Re-inspection fees are due on or before the re-inspection. Payment made payable to the Municipality:	\$60.00
2.	Inspections outside of normal business hours (will include travel time both ways – 2 hour minimum):	\$95.00/hr
3.	Inspections for which no fee is indicated, Miscellaneous and Special Services (1/2 hour minimum):	\$95.00/hr
4.	Additional Plan Review required by changes, additions, or revisions to approved plans (½ hour minimum)	\$95.00/hr
5.	Special Investigation fee (work started without obtaining a permit) – this fee is due whether or not a permit is ultimately issued.	100% of permit fee
6.	Copy charge (black/white 8 ½ x 11 and 8 ½ x 14)	\$.25
7.	Copy charge (black/white 11 x 17)	\$.50
8.	Copy charge (color 8 ½ x 11 and 8 ½ x 14)	\$1.00
9.	Copy charge (color 11 x 17)	\$2.00
10.	Print or copy charge (large plan sheet)	\$4.00
11.	Duplicate permit card fee – short card (8 ½ x 7)	\$25.00
12.	Duplicate permit card fee – long card (8 ½ x 14)	\$35.00
13.	License Look-Up (contractor license verification)	\$5.00
14.	Lead Certification verification (for eligible construction)	\$5.00
15.	Permit Renewal within 6 mos. of expiration (no plan changes, no code changes, new permit number)	½ the original permit fee
16.	Change of Use with no other permits issued	\$100.00
17.	Pre-Final inspection (new home or structure)	\$75.00
19.	Refunds:	
	Plan review (if plan review has not started)	100%
	Plan review (if plan review has started)	0%
	Permit fee (if work not started) within 6 months of permit issuance by municipality	60%
	Permit fee (if plan review is complete, but permit is not issued)	80%
	Maintenance Permits	0%

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 2024

AGENDA ITEM: Amending City Fee Schedule	AGENDA SECTION: New Business
PREPARED BY: Carol Kujath, City Clerk	AGENDA NO. 7.E.
ATTACHMENTS: Ordinance 2024-03, Fee Schedule, Resolution 2024-10, Summary Publication of Ordinance	APPROVED BY: dt
RECOMMENDED ACTION: 1. Motion to adopt Ordinance 2024-03, an Ordinance of the City of Plainview, Minnesota Amending the City Building Code Fees and Charges. 2. Motion to approve Resolution 2024-10 allowing for Summary Publication of Ordinance Amending the City Building Code Fees and Charges.	

SUMMARY

From time to time, the City Council reviews and amends the fees set forth for City services and utilities. The changes are as follows:

SEE ATTACHMENT A FOR THE NEW BUILDING CODE FEES AND CHARGES ACCOMPANYING ADOPTION OF THE MNSPECT CONTRACT FOR BUILDING INSPECTION SERVICES

Respectfully submitted,

Carol Kujath
City Clerk

**CITY OF PLAINVIEW
STATE OF MINNESOTA**

ORDINANCE 2024-03

**AMENDING SECTION 800 OF THE PLAINVIEW CODE OF ORDINANCES CONCERNING
BUILDING CODE FEE SCHEDULE**

WHEREAS, the City Council wishes to adopt fees, penalties, and charges by ordinance;

**NOW THEREFORE, IT IS ORDAINED BY THE CITY OF PLAINVIEW, MINNESOTA AS
FOLLOWS:**

1. Section 801 of the Plainview City Code regarding building code fees and charges is hereby amended to read as follows:

SEE ATTACHMENT A FOR BUILDING CODE FEE SCHEDULE

This ordinance shall take effect and be in force after its passage and publication according to

law. **ADOPTED** by the City Council of the City of Plainview, this 14th day of May 2024.

Aaron Luckstein, Mayor

Carol Kujath, City Clerk

City of Plainview

BUILDING CODE FEE SCHEDULE

Effective Date: Proposed

Residential Fees (for permits that are issued over-the-counter and have flat-rate fees)

(Definition of residential: **IRC-1 Single Family Dwelling:** Any building that contains one dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-2 Two-Family Dwelling:** Any building that contains two separate dwelling units with separation either horizontal or vertical on one lot used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-3 – Townhouse:** Definition: A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and having open space on at least two sides of each unit. Each single-family dwelling unit shall be considered to be a separate building. Separate building service utilities shall be provided to each single-family dwelling unit when required by other chapters of the State Building Code. **IRC-4 Accessory Structure:** Definition: A structure not greater than 3000 ft² in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

Maintenance Permit Fees:

- Re-Roof: \$63.00 see handout for when building permit is required.
 - Re-Side: \$63.00 see handout for when building permit is required.
 - Re-Window: \$63.00 see handout for when building permit is required; replacement of same size windows
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- (Fences over 7' in height and retaining walls over 4' in height require building permits submitted for plan review and are based on valuation)

Plumbing Permit Fees:

- New fixtures: \$80.00 (minimum) (\$10.00 per fixture after 8 fixtures)
- Lawn Irrigation: \$63.00
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Sprinkler Permit minimum: \$75.00
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City of Plainview

BUILDING CODE FEE SCHEDULE

Valuation Based Fees

Fee Schedule Base: 1988 (modified)

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City of Plainview

BUILDING CODE FEE SCHEDULE

State Surcharge Fees

State Surcharge: Schedule is based on the currently adopted State Surcharge Table – per MN Statute 326B

State Surcharge is applicable on all permits unless otherwise noted.

Other Inspections and Fees

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2.	Inspections outside of normal business hours (will include travel time both ways – 2 hour minimum):	\$95.00/hr
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5.	Special Investigation fee (work started without obtaining a permit) – this fee is due whether or not a permit is ultimately issued.	100% of permit fee
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8.	Copy charge (color 8 ½ x 11 and 8 ½ x 14)	\$1.00
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10.	Print or copy charge (large plan sheet)	\$4.00
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12.	Duplicate permit card fee – long card (8 ½ x 14)	\$35.00
13.	License Look-Up (contractor license verification)	\$5.00
14.	Lead Certification verification (for eligible construction)	\$5.00
15.	Permit Renewal within 6 mos. of expiration (no plan changes, no code changes, new permit number)	½ the original permit fee
16.	Change of Use with no other permits issued	\$100.00
17.	Pre-Final inspection (new home or structure)	\$75.00
19.	Refunds:	
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	Plan review (if plan review has started)	0%
	Permit fee (if work not started) within 6 months of permit issuance by municipality	60%
	Permit fee (if plan review is complete, but permit is not issued)	80%
	Maintenance Permits	0%

**CITY OF PLAINVIEW
WABASHA COUNTY, MINNESOTA**

RESOLUTION NO. 2024-10

**RESOLUTION APPROVING SUMMARY PUBLICATION OF
ORDINANCE NO. 2024-03**

WHEREAS, the City has adopted the above referenced ordinance; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified; and

WHEREAS, Minnesota Statutes §412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Plainview that the following summary is hereby approved for official publication in lieu of the entire ordinance:

**SUMMARY PUBLICATION
ORDINANCE NO. 2024-03**

**AN ORDINANCE AMENDING PLAINVIEW CITY CODE SECTIONS 801
ENTITLED BUILDING CODE FEES AND CHARGES**

On May 14, 2024, the Plainview City Council adopted an ordinance designated as Ordinance No. 2024-03, the title of which is stated above. The purpose of the ordinance is to amend Sections 801 of the Plainview City Code entitled "Building Code Fees and Charges" pertaining to the fees charged for services provided by the City. Copies of the ordinance are available for public inspection in the office of the City Clerk during normal business hours or upon request by calling 507-534-2229.

/s/ Carol Kujath, City Clerk

BE IT FURTHER RESOLVED, that the City Clerk is directed to keep a copy of the ordinance in her office at City Hall for public inspection and to post a full copy of the ordinance in a public place in the City for a period of two weeks.

Adopted by the City Council of the City of Plainview, Minnesota this 14th day of May 2024.

Aaron Luckstein, Mayor

ATTEST:

Carol Kujath, City Clerk

SUMMARY PUBLICATION

ORDINANCE NO. 2024-03

**AN ORDINANCE AMENDING PLAINVIEW CITY CODE SECTIONS 801
ENTITLED BUILDING CODE FEES AND CHARGES**

On May 14, 2024, the Plainview City Council adopted an ordinance designated as Ordinance No. 2024-03, the title of which is stated above. The purpose of the ordinance is to amend Sections 801 of the Plainview City Code entitled "Building Code Fees and Charges" pertaining to the fees charged for services provided by the City. Copies of the ordinance are available for public inspection in the office of the City Clerk during normal business hours or upon request by calling 507-534-2229.

/s/ Carol Kujath, City Clerk

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Regular Meeting: May 14, 2024

AGENDA ITEM: Grant for Pool Memberships	AGENDA SECTION: New Business
PREPARED BY: Shane Loftus Public Works Director	AGENDA NO. 7.F.
ATTACHMENTS: None	APPROVED BY: dt
RECOMMENDED ACTION: Motion to approve applying for and accepting a grant for pool memberships in 2024 from the PEM Foundation.	

SUMMARY

The PEM Foundation approached the city through the Parks and Trails Commission about a potential grant that would fund pool memberships for PEM District families for 2024. The city intends to apply for a \$32,000 grant which could potentially cover all season passes for 2024. Last year we sold roughly \$28,000 in pool passes, and the PEM Foundation recommends that we ask for an amount that would cover that and a little extra in case we see an increase in memberships.

The city reached out to Mike Flaherty, City Attorney, to discuss ways in which the grant could be administered in the most equitable fashion. Mike indicated that the city should not be party to a needs-based approach due to the difficulty in determining need. However, Mike indicated that a first-come first-served approach would be the easiest to administer and the most equitable.

The City of Wabasha has received similar grant funds in recent years and has applied them in a comparable fashion. They indicated that their program has worked well for them.

These grant funds would be used strictly for season passes (both family and single). Any season passes that have already been purchased for the 2024 pool season will be refunded. Once the grant money has been expended, any future season passes purchased in 2024 would be the responsibility of the buyer.

If awarded these grant funds and upon determination that administering the program is successful, we could potentially apply each year. The deadline for the grant is June 1st and we should know shortly after that if we are awarded the grant.

Respectfully submitted,
Shane Loftus
Public Works Director



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: May 14, 2024

AGENDA ITEM: Motorola APX-6500 Mobile Radio Purchase	AGENDA SECTION: New Business
PREPARED BY: Jason Timm, Chief of Police	AGENDA NO. 7.G.
ATTACHMENTS: None	APPROVED BY: jt
RECOMMENDED ACTION: Motion to approve the purchase of 1 Motorola APX-6500 Mobile radio for \$6462.00 dollars from Motorola Solutions.	

SUMMARY

We have been slowly updating our Mobile radios in an attempt to keep up with technology and encryption mandates. We have money allocated for this purchase in our Capital Improvement fund. Motorola Solutions (ANCOM) has the state bid of \$6,462.00 dollars for this particular radio. The radio is specked out in accordance with Wabasha County's requirements.

--SPRING CLEANUP--

CITY OF PLAINVIEW (City of Plainview Residents Only)

SATURDAY, JUNE 8, 2024

PLAINVIEW: **9:00 a.m. to 12:00 p.m.**
 Plainview Public Works Building
 230 10TH Street SW
 Call (507) 534-2229

THE FOLLOWING ITEMS WILL BE ACCEPTED

TIRES (Each): Passenger \$8; Light Truck \$8; Semi \$20; Tractor \$40 (with rim, extra \$5 per rim)

FURNITURE (Each): Humidifiers, Vacuum Cleaners, Kitchen Chairs, Tables: \$10. Recliners, La-Z-Boy, Overstuffed Chairs, Mattresses, Box Springs: \$20. Couches, Loveseats: \$30. Hide-a-bed: \$30.

APPLIANCES: Refrigerators; Freezers; Stoves; Washers; Dryers; Dishwashers; Air Conditioners; Furnaces; Dehumidifiers; Microwaves; Water Softener, and Water Heaters: \$20

ELECTRONICS: Televisions and Computer Monitors that are 17" or smaller: \$15. Televisions and Computer Monitors that are over 17": \$25. Console TVs: \$30. All computer components and other electronic devices, including printers, fax machines copiers, stereos: \$15.

SCRAP METAL (FREE): Miscellaneous Scrap Metal; Bikes (no tubes/tires on wheels); Lawn Mowers; Grills; Car Batteries - **NO CHARGE**.

FLOURESCENT BULBS (Per bulb): 4' and under: \$1.00; larger than 4': \$2.00

--NOTHING BEFORE THESE HOURS AND NOTHING AFTER --

-NO yard waste-

-NO garbage-

-NO demolition materials-

****Cash or Check Payment Only****

-No credit cards-