



MEETING NOTICE

December 1, 2023

The following committee meeting will be held on **Tuesday, December 5, 2023**, at the Virginia City Hall, 327 1st Street South, Virginia MN

COMMITTEE-OF-THE-WHOLE (Entire Council)

APPEARANCES:

1. Erick Martin, Hawkins Chemical Update and Request to Run a Trial for the FX300 Chemical at the WWTP
2. Matt Reid, S.E.H. Updated Resolution for Local Road Improvement Program (LRIP) Grant Application for City Street Project to Apply for LRIP Funds
3. Daniel Triestman, Discuss Ordinance Chapter 6, Sec 6.40 Subd. B Entitled Second Hand Goods

BUILDING & GROUNDS:

4. Update on the Housing Study
5. Approve the Renewal with Rockstep Capital for the Virginia Police Department Community Outreach Center Office at Uptown Virginia

PERSONNEL:

6. Memorandum of Understandings for Earned Sick and Safe Time (ESST)
 - a. MAPE
 - b. LELS
 - c. IAFF

FINANCE:

7. Approve the Public Works Department Purchase of the Truck Box for the 2024 GMC Sierra 1 Ton for the Public Works Department (2023 Capital Equipment Bond Purchase)
8. Discuss the Proposed Rate Increases for Permitting Fees from the Community Development Planning and Permitting Department (from 11-21-23 COW)

OTHER ITEMS OF CONCERN:

9. Contract Negotiations with AFSCME (This portion of meeting will be closed as per Minn. Stat. § 13D.05; subd. 3 for Labor Negotiations)

Pamela LaBine
City Clerk

cc: Mayor & City Council Department Heads: City Administrator, City Attorney, City Clerk, Police Chief, Fire Chief, Library Director, Building Official, Public Works Director, Finance/Human Resources/Safety Director, Parks & Recreation Director, Event Program Services Manager, Community Development Coordinator

COUNCIL CHAMBERS

Resolution No. 23208

City of Virginia, Minnesota, November 28, 2023

Resolution authorizing submission of a Minnesota State Transportation Fund Grant for Local Road Improvement for Southern Drive/14th Avenue West/20th Street South

Resolved by the City Council of the City of Virginia, that

WHEREAS, the City of Virginia is desirous of repairing/reconstructing the following portions of roads:

- Southern Drive from CR 657 to 14th Avenue West
- 14th Avenue West from Southern Drive to 20th Street South
- 20th Street South from 14th Avenue West to ~~Southern Drive~~ 12th Avenue West; and

WHEREAS, the City of Virginia is desirous of applying to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available under this grant; and

WHEREAS, the total project cost is estimated to be ~~\$2,900,000.00~~ \$3,027,030.00; and

WHEREAS, the City will request ~~\$1,250,000.00~~ \$1,500,000.00 from the Grant in order to assist with the financing for this project.

NOW THEREFORE, be it resolved that the City of Virginia does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

BE IT FURTHER RESOLVED that the Mayor and City Administrator are hereby authorized and directed to sign and submit applications for grant monies from the Minnesota State Transportation Fund Grant for Local Road Improvement.

Moved by Councillor Friedlieb, supported by Councillor Biondich that the above resolution be adopted the 28th day of November 2023

Ayes: - Councillor Friedlieb, Biondich, Paulsen, Motley, Baranzelli, Mayor Cuffe, Jr. (6)

Nays: - None

ORDINANCE

3.

An Ordinance Amending CHAPTER 6, SEC. 6.40, SUBD B of the City Code of the City of Virginia Entitled "SECOND-HAND GOODS DEALERS"

The City Council of the City of Virginia does ordain as follows:

Section 1.

That, pursuant to the provisions of CHAPTER 6 of the City Code, SEC. 6.40, SUBD. B shall be amended to read as follows:

§ 6.40 SECOND-HAND GOODS DEALERS.

(B) License required. It is unlawful for any person to engage in the business of, or operate as, a second-hand goods dealer without a license therefor from the city.

- (1) Each license shall be issued only to the applicant for the premises described in the application.
- (2) Not more than one license shall be directly or indirectly issued within the city to any one person.
- (3) No license shall be granted or renewed for operation on any premises on which taxes, assessments, utility charges, service charges, or other financial claims of the city are delinquent and unpaid.
- (4) No license shall be issued for any place or any business ineligible for a license under state law.
- (5) No license shall be granted within 500 feet of any other licensed Second-Hand goods dealer. The distance is to be measured from the closest side of the existing licensed facility to the closest side of the newly licensed structure or the premises within which secondhand goods are to be sold.
- (6) No license shall be issued to a person for operation of a secondhand goods dealer in a zoning district where the operation is not permitted or otherwise allowed under the Zoning Chapter of the city code.

Section 2.

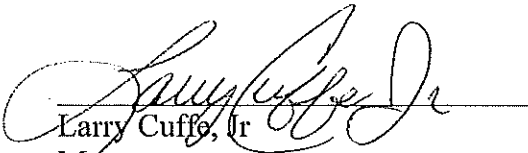
This ordinance becomes effective upon its passage and publication according to law.

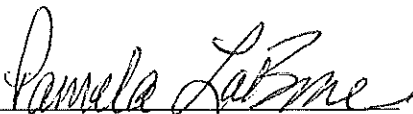
Moved by Councillor Johnson, supported by Councillor Motley that the ordinance be adopted.

The Mayor declared the Ordinance adopted.

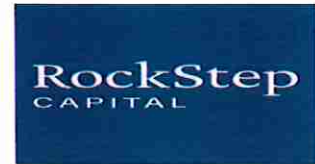
Adopted: August 22, 2023

Effective: September 10, 2023


 Larry Cuffe, Jr
 Mayor

Attest: 
 Pamela LaBine
 City Clerk

MDN: 8-26-2023



Uptown Virginia
lynn@uptownvirginia.com
 Office 218-741-9228
 Mobile 218-290-5415

Date: 11/29/2023

Virginia Police Department Renewal

Property

Please find below our economic Letter of Intent summarizing the basic business terms and conditions we are prepared to present to Rockstep Capital committee for approval.

Tenant Entity: Virginia Police Department - City of Virginia

Tenant Entity FEIN: Mayor Larry Cuffe Jr, City of Virginia, 327 1st Street So, Virginia, MN 55792

Guarantor: City of Virginia

TENANT DBA: Virginis Police Department Community Outreach Center

SPACE NUMBER: 13

SQUARE FOOTAGE: Approximately 800sf

LEASE TERM: 10/01/23-9/30/2024 1 year

SPACE DELIVERY: Renewal

RENTAL COMMENCEMENT DATE: 09-30-2023

TOTAL ANNUAL RENT: \$0

PERCENTAGE RENT: 0% breakpoint over \$0

UTILITIES: Utilities in Tenants Name with Virginia Public Utilities

Additional fees: No additional Fees

Required Insurance Coverage's:

- Commercial General Liability: \$2,000,000 per Occ/Agg** (Including Bodily Injury, Property Damage, including Products Liability). (Must be current)
- Employer's Liability: \$1,000,000 per Accident/Disease and Policy Limit
- Worker's Comp Statutory

DEPOSIT: None

USE CLAUSE: Community Outreach Center-drop-in center that provides services to community members in need.



Uptown Virginia

lynn@uptownvirginia.com

Office 218-741-9228

Mobile 218-290-5415

LANDLORDS WORK / CONDITION OF PREMISES: Landlord will deliver the space in “as-is” condition.

TENANT’S WORK: Tenant is responsible for all costs associated with repairs, buildout/construction and setup will be at the sole cost of the Licensee with prior approval from Licensor. All documentation and/or inspections required by local municipalities are also required prior to opening. Once licensed all store elements become the sole responsibility of Licensor for repair.

RELOCATION AND TERMINATION: Landlord has the right to terminate/relocate Tenant with 24 hour written notice.

CONFIDENTIALITY: The material contained herein is confidential. Such material is intended for the sole and exclusive use of both parties and in no instance shall be reproduced or disclosed to any other person at any time.

This letter is for discussion purposes only and shall not be binding upon the parties. The only document that will constitute binding agreement is an executed license and delivered by the authorized representatives of both parties. The parties acknowledge that this is a non-binding letter may not address all essential terms of the lease contemplated by this letter, and that certain terms will be subject to further negotiation. Until a lease has been executed and delivered, this location may be offered to other interested parties. The deal will be pending approval from Rockstep Capital. In any event, the terms of Letter of intent become null and void after 14 days from the date above. Please be advised this location is being offered to other interested operators.

Licensee Representative: _____

Date: _____

Summary Internal use	
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Approvals

Director	
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**Temporary Use License Agreement
Rockstep Virginia, LLC**

This **TEMPORARY USE LICENSE AGREEMENT** (“License”) is made this ____ of _____ 2023 by and between Rockstep, Virginia, LLC (hereinafter called “Licensor”) and **City of Virginia**, (hereinafter called “Licensee”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of **Uptown Virginia**, located at 1401 South 12th Avenue, Virginia, MN 55792, (hereinafter, the “Shopping Center”); and

WHEREAS, Licensor and Licensee have agreed that Licensee shall have a license to use that portion of the Shopping Center known as **Space No. 13, containing approximately 800 square feet** as outlined in red on **Exhibit “A”** attached hereto (“Licensed Area”), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual terms and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Licensor and Licensee agree as follows:

1. **License**. Subject to the terms and conditions set forth below, Licensor hereby grants Licensee, and Licensee hereby accepts from Licensor, a temporary license for the purpose of **City of Virginia Police Department Community Outreach Center** within the Licensed Area of the Shopping Center, provided the same does not violate any lease or encumbrance of record and is otherwise permitted by law, and for no other purpose. The Licensed Area is provided to Licensee without any alteration or warranty, “**AS IS, WHERE IS**” and Licensor shall have no obligation to improve or repair the Licensed Area. **Licensee shall make all upgrades to Licensed Area with the prior consent of Licensor.**

2. **Term of License**. The License granted herein shall commence on the **1st Day of October, 2023** (the “Commencement Date”) and shall terminate on the **30th day of September 2024**. **NOTWITHSTANDING ANY PROVISION IN THIS LICENSE TO THE CONTRARY, LICENSEE AGREES THAT LICENSOR SHALL HAVE THE OPTION OF REVOKING OR TERMINATING THIS LICENSE UPON 24 HOURS WRITTEN NOTICE DELIVERED TO LICENSEE OR POSTED ON THE LICENSED AREA, AT LICENSOR’S SOLE AND ABSOLUTE DISCRETION, WITH OR WITHOUT CAUSE. LICENSEE AGREES THAT IT IS RECEIVING ADVANTAGEOUS ECONOMIC TERMS IN EXCHANGE FOR THIS REVOCATION OR TERMINATION OPTION, THAT SUCH REVOCATION OR TERMINATION OPTION IS AN ESSENTIAL TERM OF THIS LICENSE, AND THAT LICENSOR WOULD NOT HAVE ENTERED INTO THIS LICENSE ABSENT SUCH REVOCATION OR TERMINATION OPTION.** In the event of any such election to terminate, Licensee’s obligations hereunder shall be apportioned as of the effective date of such termination.

3. **License Fees**. **This section has been intentionally omitted.**

4. **Security Deposit**. **This section has been intentionally omitted.**

5. **Hours of Operation**. Licensee shall be fully fixtured, stocked, staffed, and open for business in the Licensed Area during all hours that the Shopping Center is open as determined by Licensor. In the event Licensee on three (3) or more occasions after opening for business ceases to operate its business in accordance with this Paragraph 5 for a period of five (5) or more days, Licensee automatically shall be in Default under this License regardless of whether Licensee later reopens for business, and Licensor, at its option, may pursue any rights and remedies provided in this License (including, without limitation, the right of specific enforcement of Licensee’s obligation to maintain the Shopping Center designated business hours, the rights provide in Paragraph 18 below, and any other rights or remedies available at law or in equity).

6. Licensor's Approval. Licensee shall not affix or install any furnishing, equipment, displays, stands, decorations or signs in the conduct of its business at the Licensed Area without, in each instance, first obtaining Licensor's prior consent, which consent may be withheld for any reason in Licensor's sole and absolute discretion.

7. Licensee's Covenants. Licensee shall: (i) conduct its business at the Licensed Area at all times in a dignified manner; (ii) keep all furnishings, merchandise, equipment, displays, stands, decorations and signs used at the Licensed Area in a neat, clean and safe condition, and in good operating order and repair; (iii) neither solicit business nor distribute advertising matter in any of the common areas outside of the Licensed Area of the Shopping Center; (iv) conduct its business at the Licensed Area at all times in compliance with all federal, state and local laws, ordinances, rules, regulations and codes including the Americans with Disabilities Act, all environmental laws and any zoning codes; (v) receive or make all deliveries or shipments of any kind to and from the Licensed Area only as designated by Licensor and only at such times as designated by Licensor; (vi) properly store and dispose of all garbage and refuse at the Licensed Area and the area immediately adjoining thereto; (vii) not install or use at the Licensed Area any radio, television, phonograph, public address system or similar device, or aerial attached thereto, without Licensor's prior approval; (viii) not place, suffer or permit any obstructions or merchandise in any areas except the Licensed Area and not in any way interfere with or cause disturbance to the use and quiet enjoyment of any other portion of the Shopping Center by the owner or tenants; and (ix) not use, install, permit, hold, release or dispose of any hazardous material (as defined by any environmental law) on, under, or at the Licensed Area or Shopping Center. Licensee shall procure all necessary vendors licenses or other governmental approvals or permits and shall be solely responsible for paying all governmental charges or taxes relating to its business conducted at the Licensed Area, including, but not limited any general business occupation tax, and Licensee agrees to pay all such taxes levied prior to delinquency.

Licensee shall, at its own cost and expense, maintain the Licensed Area in a good, clean, sanitary, and safe condition and promptly and diligently repair (or replace if reasonably necessary in the circumstances) any trade fixtures and other fixtures, machinery, and equipment in, on, or serving the Licensed Area including, without limitation, all light bulbs, ballasts, glass, door closures, doors, breakers, etc.

Licensee shall, at its own cost and expense, maintain and repair the HVAC system serving the Licensed Area and keep the same in good working order and condition at all times. On or before the Commencement Date, Licensee shall enter into and maintain a service agreement with an experienced and reputable HVAC service contractor to perform regular inspection, maintenance, and repairs to the HVAC system. The HVAC contractor shall be required to examine such equipment no less frequently than once every six (6) months. All routine maintenance, repairs, and replacements (including, without limitation, changing filters, oiling, lubricating, and replacing all belts and pulleys) shall be performed at Licensee's sole cost and expense. If the HVAC system is in need of major repair or replacement (i.e., repair or replacement significantly exceeding the reasonable cost of routine repairs), Licensee shall notify Licensor and Licensor may, in sole discretion, determine what course of action to pursue.

Licensee shall be responsible to restore the Licensed Area to the same condition in which it was originally provided by Licensor, ordinary wear and tear excepted and with all of Licensee's personal property, trade fixtures, goods and effects removed. Licensee agrees that all personal property remaining within the Licensed Area after Licensor takes possession of the Licensed Area is conclusively deemed to be abandoned by Licensee and the property of Licensor. Licensee waives its rights, if any, under any statutes or other legal doctrines requiring Licensor to remove, store, return or auction such property, and Licensor may dispose of such property as it sees fit, free of any claims of Licensee or others claiming through Licensee. Licensee shall make all necessary repairs to areas damaged as a result of its use of the Licensed Area including, but not limited to, the landscaping and parking lot. Licensee shall comply with all of the Rules and Regulations of the Shopping Center, a copy of which is attached hereto as **Exhibit "B"**. Licensee further agrees that Licensor may, in Licensor's sole discretion, amend the foregoing covenants of Licensee or amend the Rules and Regulations of the Shopping Center, in connection with Licensee's use of and the operation of Licensee's business at the Licensed Area, provided Licensor gives Licensee prior written notice thereof.

Following the date Licensee vacates the Licensed Area, Licensor shall have the right to perform a final inspection of the Licensed Area and the Shopping Center. If Licensor determines that any remedial action is required to restore the Licensed Area or any portion of the Shopping Center to substantially the same condition that existed prior to Licensee's occupancy of the Licensed Area, Licensee shall complete such remedial action within ten (10) days from Licensee's receipt of Licensor's final report.

8. Signage. Licensee may install a temporary sign on the Licensed Area, subject to prior approval by Licensor and provided that the sign conforms with all applicable local requirements.

9. Utility Fees. Licensee agrees to pay the City of Virginia Public Utilities Department for all utility usage related to Space #13. Licensee will place utility account in Licensee's name.

10. Indemnity by Licensee. Licensor assumes no liability or responsibility whatsoever with respect to the use and operation of Licensee's business in the Licensed Area, nor shall Licensor be liable for any accident, loss, damage, injury, fine, fee, cost, expense (including attorneys' fees), or claim therefore, to any persons or property in or about the Licensed Area except those caused directly by the gross negligence or willful misconduct of Licensor or its agents. Licensee assumes full liability for all such accidents, losses, damages, injuries, fines, fees, costs, expenses (including attorneys' fees), or claims therefore, and shall protect, defend and hold Licensor and Licensor's officers, directors, partners, trustees, shareholders, agents, affiliates, successors, assigns, contractors, agents and employees, harmless therefrom which arise from or in connection with the use of or the operation of the business at the Licensed Area or any other part of the Shopping Center during the term of the License by Licensee, or by any of Licensee's officers, directors, agents, contractors, employees, licensees or invitees, or arising from any condition of the Licensed Area resulting from any default by Licensee in observing or performing any of the covenants contained in this License, or from any fault or neglect of Licensee or any of its officers, directors, agents, contractors, employees, licensees or invitees.

11. Liability Insurance. Licensee shall obtain and keep in effect throughout the term of this License, liability insurance in amounts, under policies and from an insurer reasonably satisfactory to Licensor, and naming Licensor as an additional insured having limits of not less than: a combined single limit of \$2,000,000.00 per occurrence, with a \$2,000,000.00 aggregate limit for liability, Worker's Compensation insurance as required by the laws of the state where the Shopping Center is located, and Employer's Liability Insurance with a \$1,000,000.00 per occurrence limit. All such insurance policies shall not be canceled, materially altered or non-renewed except upon thirty (30) days prior written notice to Licensor; shall waive all of the insurers rights of subrogation; shall include contractual liability coverage recognizing this License; and shall be primary and non-contributing with any insurance carried by Licensor. A certificate of such insurance shall be delivered by Licensee to Licensor upon Licensor's request. Licensee's failure to obtain the required insurance policies or to provide Licensor with any required certificates shall not be deemed a waiver of Licensee's obligation to provide the insurance required under this License.

12. Property Damage and Insurance. Licensee shall bear all risk of loss, damage, theft, misappropriation or other casualty to all or any portion of Licensee's personal property located at or about the Licensed Area or the Shopping Center, and for the interruption of Licensee's business, irrespective of the cause. Licensee shall, at its own discretion, procure property/casualty and/or business interruption insurance in amounts, with deductibles and from insurers as Licensee deems appropriate. In no event shall Licensor be liable for interruption to Licensee's business, or for damage to, or replacement or repair of, Licensee's personal property.

13. Limitation on Licensee's Remedies. Notwithstanding anything in this License to the contrary, Licensee agrees that its sole remedy for any liability of Licensor provided under this License or caused by Licensor's violation of this License or otherwise, shall be the return of the License Fees provided herein. In no case shall Licensor's liability exceed its interest in the Shopping Center, subject to the rights of any mortgagees, trustees or lien holders, and no other assets of Licensor, its officers, directors, partners, trustees, shareholders, agents, affiliates, subsidiaries, successors, assigns, agents and employees shall be subject to levy, execution or other procedures for the satisfaction of Licensee's remedies. In the

event Licensor transfers its fee interest in the Shopping Center, Licensor shall be released from all liability and obligations hereunder, no matter when accruing.

14. Casualty/Condemnation. Licensor shall have no obligation at any time during the term of this License to make any changes, repairs or improvements to the Licensed Area or the Shopping Center. If the Licensed Area or the Shopping Center shall be damaged or destroyed by fire or other casualty, or shall be subject to full or partial condemnation, Licensor shall have no obligation to repair or restore the same unless it shall so elect in its sole and absolute discretion. If Licensor shall not elect to repair or restore the Licensed Area or the Shopping Center, this License shall terminate as of the date of the casualty or date of taking, without further liability of either party to the other except for obligations previously accrued, but unpaid or unperformed as provided herein. If no material portion of the Licensed Area shall be damaged or condemned, this License shall continue until its expiration or earlier termination as provided herein.

15. No Assignment. Licensee shall not assign this License without the prior written consent of Licensor, which consent Licensor may withhold in its sole and absolute discretion. The consent by Licensor to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. This prohibition against assigning shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding any assignment, Licensee shall remain fully liable and shall not be released from any obligations under this License.

16. Surrender. This License shall terminate without further notice at the expiration of its specified term. Any use of the Licensed Area after the expiration of the Term shall not constitute a renewal or extension of the License or give Licensee any rights in or to the Licensed Area except as expressly provided in this License. If Licensee remains in the Licensed Premises after the expiration or termination of this Agreement, Licensee shall pay Licensor, as liquidated damages and not as a penalty, an amount equal to 250% of the monthly Base License Fee payable during the last full calendar month of the term hereof, prorated on a daily basis, for each day that Licensee remains in the Licensed Area. In addition, Licensee shall continue paying all other sums due under this License.

17. Entry. In addition to any other rights of entry granted hereby, Licensor shall have the right to enter the Licensed Area (a) by any means necessary in the event of an emergency involving danger to person or property, (b) upon forty-eight (48) hours notice to Licensee to show the Licensed Area to prospective lenders, buyers, or lessees or to perform construction or maintenance on the Licensed Area or the building in which the Licensed Area is located so long as Licensee's business operations are not thereby adversely affected.

18. Remedies.

(a) If Licensee should fail to perform any covenant or obligation arising hereunder, Licensor may, at Licensor's sole discretion and upon prior written notice to Licensee, immediately terminate all of Licensee's rights and privileges granted herein, and thereafter, this License shall be of no further force or effect.

(b) A late fee. **This section has been intentionally omitted.**

(c) If Licensor sues to enforce this Agreement or collect any amounts due, Licensor shall be entitled to recover its attorney fees and court costs.

19. Not a Lease. It is hereby declared by and between the parties that it is not the intention of either Licensor or Licensee to create between them a tenancy or the relationship of landlord and tenant. Rather, this License is intended solely to create a bare privilege and right to use on the part of the Licensee, personal to Licensee, to operate its business in the Licensed Area in the manner described herein.

20. No Brokers. Each party hereto warrants to the other that no broker was used in connection with the negotiation of this License and that no brokers fee is owed by any party, except as follows:

_____ ; Amount \$0.

21. Notices. Any notice required or permitted herein shall be made in writing, and shall be sent (i) by registered or certified U.S. mail, return receipt requested; (ii) by reliable overnight courier service; or (iii) by hand delivery; to the addresses for the respective party set forth below, or any other address provided to the other party in writing from time to time:

If to Licensor: Rockstep Virginia, LLC
 1401 S. 12th Avenue West
 Virginia, MN 55792

With a copy to: Jeffrey I. Horowitz
 Crain Caton & James
 1401 McKinney, Suite 1700
 Houston, Texas 77010

If to Licensee: Mayor Larry Cuffe Jr.
 City of Virginia
 327 1st Street South
 Virginia, MN 55792

Written notice to any party shall be deemed to have been given upon being mailed to the proper address provided above, with proper postage prepaid, or upon actual delivery if hand delivered or sent by overnight courier.

22. Binding Effect. All provisions herein shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective legal representatives, successors and permitted assigns. Each provision to be performed by Licensee shall be construed to be both a covenant and a condition, and if there shall be more than one Licensee, they shall all be bound, jointly and severally. The provisions of this License shall be severable and shall be construed pursuant to the laws of the State of Minnesota. Time is of the essence.

23. Counterparts; Facsimile Signatures. Facsimile signature or signature delivered in a PDF attachment via electronic mail shall be treated as an original signature for purposes of executing this License. It is understood and agreed that this License may be executed in several counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

24. Subordination. This License shall be subordinate to the lien of any mortgage(s) that now or hereafter are a lien upon the Shopping Center. Licensee shall attorn to any new owner of the Shopping Center upon demand.

25. Relocation. Licensor reserves the right to relocate the Licensed Area any time to any location within the Shopping Center, at Licensee's sole cost and expense.

26. Confidentiality. Licensee shall keep the terms of this License confidential and shall not disclose such terms to any one for any reason without the prior written consent of Licensor.

28. Entire Agreement. This License, and any exhibits and/or addendum attached hereto, set forth the entire agreement between the parties hereto. Any prior conversation or writing are merged herein and extinguished. No subsequent amendment to this License shall be binding upon Licensor or Licensee unless reduced to writing and signed by both parties hereto, except as otherwise provided herein. This License shall have no binding effect on either party unless and until executed by both Licensor and Licensee.

[Remainder of page intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed and delivered, being first duly authorized so to do, on the date first above written.

Licensor:

Rockstep, Virginia LLC

By: _____

Printed Name: _____

Its: _____

Date: _____

Licensee:

City of Virginia

By: _____

Printed Name: _____

Its: _____

Date: _____

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

LICENSOR'S RULES AND REGULATIONS

- (a) All garbage and refuse shall be kept inside the Licensed Area and promptly and properly disposed of in accordance with the garbage and refuse rules of the Shopping Center. If Licensor shall provide or designate a service for picking up refuse and garbage, Licensee shall use same at Licensee's cost. If Licensee does not place all garbage and refuse in containers, Licensor shall have the right to have said garbage removed at Licensee's expense and shall charge Licensee actual expenses incurred by Licensor for said removal. Licensee shall not burn any trash or garbage of any kind in the Licensed Area or within the Shopping Center.
- (b) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Licensed Area or the Shopping Center without first obtaining in each instance the Licensor's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Licensee's expense without notice at any time. If Licensor elects to so remove such aerial or device, Licensor will charge Licensee the actual expenses incurred by Licensor for such removal.
- (c) No loud speakers, televisions, phonographs, radios, tape players, disc players or other devices shall be used in a manner so as to be heard or seen outside of the Licensed Area without the prior written consent of Licensor.
- (d) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Licensee. Licensee agrees to reimburse Licensor an amount equal to the cost incurred by Licensor as a result of any such breakage, stoppage, or damage.
- (e) Licensee at its expense shall contract for termite and pest extermination services covering the Licensed Area, to be rendered not less frequently than semiannually. Licensee shall deliver to Licensor certificates evidencing such services, without the prior request of Licensor.
- (f) Licensee shall keep any display windows or signs in or on the Licensed Area well-lighted during the hours that the lights in the parking lot are in operation.
- (g) Licensee shall keep and maintain the Licensed Area (including, without limitation, exterior and interior portions of all windows, doors, and all other glass) in a neat and clean condition, and in good order and repair.
- (h) Licensee at its expense shall participate in any reasonable window cleaning program that may be established by Licensor for all or substantially all other stores in the Shopping Center.
- (i) Licensee shall take no action which would violate Licensor's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Licensor or any other Licensee or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center, nor shall Licensee cause any impairment or reduction of the good will of the Shopping Center.
- (j) Licensee shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Licensed Area.
- (k) Licensee shall store and/or stock in the Licensed Area only such merchandise as Licensee is permitted to offer for sale or consume in connection with the permitted use in the Licensed Area pursuant to this License.

Such merchandise shall be properly stored and maintained so as not to cause or otherwise constitute an environmental release.

(l) Licensee, or any receiver or trustee of Licensee, shall not conduct or permit any fire, bankruptcy, auction or "going out business" sale (whether real or fictitious) in the Licensed Area, without prior written consent of Licensor, or utilize any unethical method of business operation. No "sidewalk sales" will be permitted at any time.

(m) Licensee shall not perform or permit any act nor carry on or permit any practice which may damage, mar or deface the Licensed Area or any other part of the Shopping Center, nor damage or impair the reputation of the Shopping Center as a first class retail facility.

(n) Licensee shall not use any fork-lift truck, tow truck or any other powered machine for handling freight in the Shopping Center except in such manner and in those areas in the Shopping Center as may be approved by Licensor in writing.

(o) Licensee shall not place a load on any floor in the Licensed Area or in the Shopping Center exceeding the floor load which such floor was designed to carry, nor shall Licensee install, operate or maintain in the Licensed Area any heavy item or equipment in such manner as to achieve an improper distribution of weight.

(p) Licensee shall not install, operate or maintain in the Licensed Area or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval (UA Approved), or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Licensor.

(q) Licensee shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Licensed Area, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Licensor or any of the other occupants of the Shopping Center or their customers, agents or invitees, or any other persons lawfully in or upon the Shopping Center. Upon notice by Licensor to Licensee that any of the aforesaid is occurring, Licensee agrees to forthwith remove or control the same.

(r) Licensee shall not use or occupy the Licensed Area in any manner or for any purpose which would injure the reputation or impair the present or future value of the Licensed Area, the Shopping Center or the neighborhood in which the Shopping Center is located.

(s) Licensee shall not store, display, sell or distribute any alcoholic beverages, adult or other similar pornographic materials, or any dangerous items (including, without limitation, fireworks) unless specifically permitted in this License.

**MEMORANDUM OF UNDERSTANDING
BETWEEN MAPE AND CITY OF VIRGINIA
Earned Sick and Safe Time (ESST)**

This Memorandum of Understanding is made by and between the City of Virginia ("City") and MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE) ("Union")

WHEREAS, the City and Union are parties to a collective bargaining agreement ("CBA") in effect from January 1, 2021 to December 31, 2023 and continuing by operation of law, setting forth terms and conditions of employment for the Union bargaining unit employees, including provisions for sick leave;

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes")--with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413; and

WHEREAS, the Statutes require benefits different from the current sick leave provisions in the CBA and the CBA contains provisions that conflict with the Statutes;

THEREFORE, the City and Union agree as follows:

Effective January 1, 2024:

1. By operation of law, terms and conditions of employment contained in the CBA related to sick leave are subject to Minnesota State Statutes 181.9445, 181.9446, 181.9447, and 181.9448, attached and incorporated.

2. ARTICLE 4.3 - Sick Leave shall be amended as follows:

4.3 SICK LEAVE

4.31. Sick Leave shall be accumulated by regular full time employees at the rate of 1.25 work days per month worked, up to a maximum accumulation of thirty (30) work days.

4.31.1 Any employee who works less than full-time shall earn one (1) hour of sick leave for every 30 hours worked, to a maximum of 48 hours per year, and to a maximum accumulation of 80 hours at any time.

4.31.2 Sick leave may be used as it is accrued for the purposes and persons identified in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023), and under the provisions as set forth in those statutes.

4.31.3 The employer may, after five consecutive days of sick leave use, require evidence in the form of a certificate from the physician or otherwise, require documentation as defined in Minn. Stat. 181.9447, subd. 3 of the reason for any employee's absence during the time for which sick leave is granted.

3. This MOU does not waive the Union's right to negotiate the impact of any City policy required by the Statutes.

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4. All other terms and conditions of the parties' 2023-2025 Collective Bargaining Agreement shall remain in full force and effect.

This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

CITY OF VIRGINIA

MINNESOTA ASSOCIATION OF
PROFESSIONAL EMPLOYEES

date

President date

date

Business Agent date

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN LELS LOCAL 195 AND CITY OF VIRGINIA
Earned Sick and Safe Time (ESST)**

This Memorandum of Understanding is made by and between the City of Virginia (“City”) and Law Enforcement Labor Services, Inc., Local 195 (“Union”).

WHEREAS, the City and Union are parties to a collective bargaining agreement (“CBA”) in effect from January 1, 2023 to December 31, 2025 and continuing by operation of law, setting forth terms and conditions of employment for the Union bargaining unit employees, including provisions for sick leave;

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”)—with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413; and

WHEREAS, the Statutes require benefits different from the current sick leave provisions in the CBA and the CBA contains provisions that conflict with the Statutes;

THEREFORE, the City and Union agree as follows:

Effective January 1, 2024:

1. By operation of law, terms and conditions of employment contained in the CBA related to sick leave are subject to Minnesota State Statutes 181.9445, 181.9446, 181.9447, and 181.9448, attached and incorporated.

2. Article 24 Sick Leave shall be amended as follows:

A. Accumulation

Every full-time employee shall accumulate twelve hours of sick leave per month to a total of 240 hours per year. Following the use of such sick leave it may re-accumulate at the above-mentioned rate. An employee on short-term or long-term disability shall not accumulate sick leave. **Each employee who works less than full-time shall earn one (1) hour of sick leave for every 30 hours worked, to a maximum of 48 hours per year, and to a maximum accumulation of 80 hours at any time.** ~~An employee is eligible for one twelve hours sick leave only after one (1) full month employment under the following policies:~~

~~Sick leave is defined to mean the absence of any employee because of illness, exposure to contagious disease, or attendance of such employee upon a member of their immediate family, as defined in Minn. Stat. Sec. 181.9413, wife, husband, and children, requiring the care or attendance of such employee. Such attending employee may be granted a leave of absence with pay for reasonable periods of time as the employee's attendance may be necessary and up to 160 hours in a year.~~

Employees on sick leave shall be paid the same hourly rate of pay they would be entitled to receive if they were working and shall continue to accrue sick leave at the rate provided herein.

B. Sick leave may be used as it is accrued for the purposes and persons identified in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023), and under the provisions as set forth in those statutes. ~~There shall be no waiting period.~~

C. The employer may, after five consecutive days of sick leave use, ~~require evidence in the form of a certificate from the physician or otherwise,~~ require documentation as defined in Minn. Stat. 181.9447, subd. 3 of the reason for any employee's absence during the time for which sick leave is granted. ~~An employee may be required to present evidence satisfactory to the Chief of Police of inability to work due to illness or accident.~~

D. For the purpose of determining a month, it shall be understood to be a minimum of twenty (20) work days.

E. ~~Staff members~~ Employees who claim compensation for absence due to injury shall be allowed compensation due them in keeping with the terms of the Workers Compensation policy and this absence shall not affect sick leave accumulation or benefits.

F. Sick leave and vacation shall be computed as time worked for future benefits.

G. Employees who use less than seventy-two (72) hours of sick leave per year shall be entitled to bonus pay for unused sick leave under seventy two (72) hours. The number of hours for which an employee receives bonus pay shall not be subtracted from the employee's annual accumulation of sick leave.

H. Family and Medical Leave Act. The Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave,

I. The Employer will provide short-term disability, which would commence on the fifth calendar day of any injury or illness, at one hundred percent (100%) pay for ninety (90) days and long-term disability for the period after ninety (90) days at two-thirds (2/3) of regular pay. Employees on long-term disability will receive two-thirds (2/3) of their average salary, excluding overtime and uniform allowance, City and the Employee will work together to timely file all necessary documentation required by the short-term disability carrier,

J. Employees with a minimum of fifteen years of service with the Employer and are eligible for PERA pension and/or PERA Disability Benefits, or who are laid off and not recalled, shall receive their sick leave balance, not to exceed 200 hours, paid into their Health Care Savings Account.

3. This MOU does not waive the Union’s right to negotiate the impact of any City policy required by the Statutes.

4. All other terms and conditions of the parties’ 2023-2025 Collective Bargaining Agreement shall remain in full force and effect.

This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

CITY OF VIRGINIA

LAW ENFORCEMENT LABOR
SERVICES, LOCAL #195

_____ date

_____ Business Agent date

_____ date

_____ Steward date

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN IAFF LOCAL 390 AND CITY OF VIRGINIA
Earned Sick and Safe Time (ESST)**

This Memorandum of Understanding is made by and between the City of Virginia ("City") and International Association of Fire Firefighters (IAFF) Local 390 ("Union").

WHEREAS, the City and Union are parties to a collective bargaining agreement ("CBA") in effect from January 1, 2023 to December 31, 2025 and continuing by operation of law, setting forth terms and conditions of employment for the Union bargaining unit employees, including provisions for sick leave;

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes")--with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413; and

WHEREAS, the Statutes require benefits different from the current sick leave provisions in the CBA and the CBA contains provisions that conflict with the Statutes;

THEREFORE, the City and Union agree as follows:

Effective January 1, 2024:

1. By operation of law, terms and conditions of employment contained in the CBA related to sick leave are subject to Minnesota State Statutes 181.9445, 181.9446, 181.9447, and 181.9448, attached and incorporated.

2. **ARTICLE X - SICK LEAVE** shall be amended as follows:

D. Members of the Department may work in place of a member whose sick leave has ~~expired~~ ~~been exhausted~~, provided a shift trade form is completed and approved. This practice is ~~is~~ allowed for a reasonable period of time only and at the discretion and approval of ~~the~~ Fire Chief. Each situation must also be presented on an individual basis for ~~approval~~ by the Employer. ~~Nothing in this Article shall be construed as an intent to supersede or limit the rights of an employee under State or Federal law.~~

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E. No employee will be forced to use their vacation time for sick leave

F. Any employee who works less than full-time shall earn one (1) hour of sick leave for every 30 hours worked, to a maximum of 48 hours per year, and to a maximum accumulation of 80 hours at any time.

3. **ARTICLE XIV - FAMILY ILLNESS** shall be amended as follows:

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A. Sick leave may be used as it is accrued for the purposes and persons identified in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023), and under the provisions as set forth in those statutes.

~~1. An employee may use accumulated compensatory time, then vacation, after an employee has used all sick leave balance, in the case of serious illness in the employee's family (Defined in MN Statute 181.9413) requiring the care and attendance of the employee. Serious illness~~

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~~2. is one requiring hospitalization, or The employer may, after leave that lasting lasts more than three (3) consecutive days, and requiring treatment by a health care provider, or a chronic condition, require documentation as defined in Minn. Stat. 181.9447, subd. 3 of the reason for any employee's absence during the time for which sick leave is granted. -[See also City FMLA policy for more detailed leave explanation.] For absences due to safety leave such attending employee may be granted a leave of absence with use of sick leave pay for reasonable periods of time as the employee's attendance may be necessary and up to 160 hours in a year as per MN Statute 181.9413.~~

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4. This MOU does not waive the Union's right to negotiate the impact of any City policy required by the Statutes.

5. All other terms and conditions of the parties' 2023-2025 Collective Bargaining Agreement shall remain in full force and effect.

This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

CITY OF VIRGINIA

INTERNATIONAL ASSOCIATION FIRE FIGHTERS LOCAL 390

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date President date

date Vice President date



1130 73rd Avenue NE
 Fridley, MN 55432
 (763) 571-1902
 1-800-795-1902
 Fax # (763) 571-5091

Highway 60 East
 Lake Crystal, MN 56055
 (507) 726-6041
 1-800-722-0588
 Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 10/20/2023 Reference: MCB service body
 Company: City of Virginia Address:
 Contact: Tom Hoard
 Phone# 218-780-7564 City: Virginia
 Email: Hoardt@virginiamn.us State: MN

Dealer	Chassis Estimated Delivery		
Truck Make	GMC	CA or CT	55
Model Year	2024	Transmission	
Truck Model	Cab Color		

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 224099

RELEASE NO: T-765(5)

CONTRACT PERIOD:

EXTENSION OPTION: Up to 51 months

1-UNIT

STATE COOPERATIVE PRICING

QTY		Price Each	Extended
	2.0 Utility Service Body		
1	2.1 MCB 96" Series Model SB96M 4816 Specifications: 56" Single rear wheel application 42.5" high, 48-1/2" wide floor, 16" compartments, OA width 80-1/2" 26" floor to top of compartment, 19" radius, 53" UCA Body Construction-14 gauge Galvanneal Drain Holes in bottoms of all compartments Compartment Tops-Smooth 14 gauge Galvanneal Load space Walls-Smooth 14 gauge Galvanneal Bulkhead-14 gauge Galvanneal Wheel Panels-12 gauge Galvanneal Rubber Fenders-Shipped Loose Floor-12 gauge Galvanneal Treadplate Underframe-10 gauge Formed Channel-E-Z Mount Undercoating Primer-Standard Urethane-White	\$14,996.00	\$14,996.00
1	NCI To Upgrade to 60" Compartment height & 20" depth STREET SIDE Compartments: 1st Vertical- 32" W x 60" H x 20" D 1 Adjustable Divider Tray- Single Unistrut 1 Adjustable shelf- Single Unistrut Horizontal- 42"W x 36"H x 20" D 1 Vertical Lapping Doors 1 Fixed Shelf- Centered Rear Vertical- 22"W x 60"H x 20" D	\$6,782.00	\$6,782.00

		1 Adjustable Shelf - On Single Unistrut		
		Reinforced for Jack Leg application		
		10ga Plate on Rearward wall- Full depth of compartment x up to floorline		
		1 False wall to protect lights		
		Curbside Compartments:		
		1st Vertical- 32" W x 60" H x 20" D		
		Vacant for use with Ox/Ac Tanks		
		Horizontal- 42"W x 21"H x 20" D		
		1 Vertical Lapping Doors		
		1 Front Section open		
		1 Rear Section with - (8) bolt bins		
		1 Fixed Shelf at top of bolt bin		
		1 Partician Compartment off between bolt bin & front section		
		Rear Vertical- 22"W x 42.5"H x 20" D		
		Reinforcement for up to 4000lb crane-		
		1/4" wrap-5/8" top plate		
		Vacant		
		False wall to protect lights		
		(6) Body Door- Double Panel		
		Outer- 14ga Galvanneal Beveled edge Design		
		Inners-18 gauge Galvanneal		
		Installed using hidden hinge system		
		(6) Gaskets- Clip on - Shipped loose		
		(6) Rotary Paddle Handles- 1 Point-Stainless Steel		
		(6) Spring Hold Open/Restraints on Vertical doors		
		(2) Chains on Horizontal Doors		
		<i>Additional Add-ons</i>		
1	2.2	MGS-Installation	\$1,344.00	\$1,344.00
1	2.3	MGS-Add for 96" body for Dual Rear Wheel 56" CA Model SB96M5320-DW	\$1,390.00	\$1,390.00
1	2.11	MGS-To paint 96" bodies standard color	\$2,158.00	\$2,158.00
1	2.23	MGS-Add to undercoat 96" & 108" bodies	\$303.00	\$303.00
1	2.26	MGS-Add for 12" high slam action tailgate ILO lift and latch	\$1,063.00	\$1,063.00
1	2.28	MGS-Add for Treadplate Bumper 8" x 93-1/2"	\$1,093.00	\$1,093.00
1	2.31	MGS-Add for recess in Treadplate Bumper	\$393.00	\$393.00
1	2.76	MGS-Add for Crane reinforcement 4000 lb. capacity 96" DRW (not	\$3,172.00	\$3,172.00
1	2.93	MGS-Add for Fuel filler hole ONLY	\$312.00	\$312.00
1	2.94	MGS-GM Underframe Mounting Kit	\$818.00	\$818.00
1	2.23	SB-Add for (8) compartment LED strip lighting w/door jambs &	\$2,095.00	\$2,095.00
1	NCI	Punch top plate for crane	\$235.00	\$235.00
1	NCI	Window guard- #104-LS02	\$1,180.00	\$1,180.00

		17" H formed 12ga Machine punched		
1	NCI	Tubing framed for extra strength OX/Ac Bracket- double for two tanks- mounted curbside front compartment	\$360.00	\$360.00
2	NCI	Vents- one high and one low in curbside compartment	\$130.00	\$260.00
<u>1.0 Crane</u>				
1	1.0	Liftmoore Crane3612REE 3600lb Max Capacity 12,000ft-lb Moment Rating Continuously Unlimited Power Rotation Power Elevation form -5 to 75 degrees Power Extension from 7ft to 11ft with a 4ft Manual pull-out from 11ft to 15ft Wired Pendant Control -on/off only No Speed Control of Power functions	\$16,310.00	\$16,310.00
1	4.2	Wireles control option	\$1,900.00	\$1,900.00
1	6.1	Boom Rest #27860	\$490.00	\$490.00
1	6.18	Mounting Plate	\$250.00	\$250.00
<u>6.0 Hitches</u>				
1	6.1	Installation Buyers Service Body hitch	\$303.00	\$303.00
1	6.2	Buyers Service Body Hitch 2" Receiver 602-1801050L	\$314.00	\$314.00
<u>8.0 Accessories</u>				
1	8.1	Full Metal Jacket applied to Service body Load Bed floor	\$857.00	\$857.00
1	8.2	Full Metal Jacket applied to Service body Load Bed Sides and Front	\$903.00	\$903.00
1	8.5	Front Bumper Cone Holder Installed	\$364.00	\$364.00
1	8.9	Repositions Camera Eye Only	\$300.00	\$300.00
1	8.36	Bulkhead Strobe plate Mount (dump body/flatbed)	\$148.00	\$148.00
1	8.29	Buyers Mini Light Bar installed on cab shield, wired to in dash switch	\$433.00	\$433.00
1	8.7	Additional Group 29 Battery and (2) Fuses for larger Inverters or longer	\$753.00	\$753.00
1	8.5	DSI 12/3000N HD 3000 Watt Pure Sine 5Y	\$4,057.00	\$4,057.00
1	NCI	Shop supplies	\$350.00	\$350.00

Total Package Price

\$65,686.00

OPTIONS -- The below options are NOT included in the above package pricing

<u>2.0 Utility Service Body OPTIONS</u>				
1	NCI	Master Locking- both sides	\$574.00	\$574.00
<u>8.0 Accessories OPTIONS</u>				
1	8.3	Full Metal Jacket applied to Top of Work Bench Bumper	\$367.00	\$367.00
2	8.4	Full Metal Jacket applied to Top of Service Body Side Pack (each)	\$402.00	\$804.00
2	8.38	For 1 Set Buyers Surface Mt Strobes	\$284.00	\$568.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery: \$4.00

Starting Point: Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Fridley
Contact Person:	Mike Uecker
Street Address:	1130 73rd Ave NE
City, State, Zip:	Fridley, MN 55432
Phone #:	(763) 957-0771
Toll Free #:	(800) 795-1280
Fax #:	(763) 571-5091
Email Address:	muecker@crysteeltruck.com



8.

COMMUNITY DEVELOPMENT, PERMITTING & PLANNING DEPARTMENT
(218) 748-7500

TO: Honorable Mayor Cuffe
And City Council

FROM: Krystina Nickila, Building Official *KN*
Jenny Bourbonais, Community Development Coordinator *JB*

DATE: November 16, 2023

RE: Permitting Fees Update

Review of permit fees indicates that fees for commercial and residential permits, inspections, plan reviews and other permit related items have not been increased since the City of Virginia adopted the State Building Code in 1988. Staff time related to the level of review has increased and is not in line with the current fee schedule. Please find attached for your review and discussion a DRAFT fee schedule with increased fees proposed for 2024. Thank you for your consideration.



City of Virginia

Engineering Department
327 First Street South, Virginia, MN 55792

Phone (218) 748-7500
Fax (218) 749-3580

FENCES AND WALLS

ALL fences or walls to be constructed require a Building Permit, no matter the cost. Additionally, all NEW fences or walls must meet all current setbacks and City Code requirements.

Prior to a permit being issued, each applicant **MUST** provide the following required documents:

(Please use the check boxes as a checklist to ensure that you have submitted everything)

- Applicant must provide a completed **Fence Permit Application** including property owner, address, present zoning, and complete legal description (lot number, block number and Addition).
- A **Certified Property Survey** by a Registered Land Surveyor is required by City Code for ALL fences. A list of surveyors in the area is included in this packet.
- A **Site Plan** showing the style and location of where the fence is to be placed is required. If the fence is finished on one side and exposed rail on the other, the finished side must face the adjacent property. *Please note* that your fence must follow the setbacks and height requirements listed below. Your site plan can be drawn on a copy of your Certificate of Survey.

FENCES & WALLS			
Setbacks – Non-Corner Lots	Side yard	Rear yard	Front yard
R-1 Zone	*SEE NOTE BELOW	5'	
R-2 Zone	*SEE NOTE BELOW	5'	
Maximum Allowed Height	6'	6'	3'

Setbacks – Corner Lot	Side yard	Rear yard	Front yard
R-1 & R-2 Zones	20'	5'	20'
Maximum Allowed Height On Corner Lot	2'	6'	2'

- If the project is to vary from the required setbacks shown above, applicant will be required to seek a variance. A **Variance Application** can be found in this packet. The Planning and Zoning Commission meets on the first Monday of every month. All applications must be submitted to the Engineering Department at least ten (10) days prior to the regularly scheduled Planning and Zoning Meeting.
- *If the fence is built on the property line, a signed **Variance Certification Agreement** with adjacent property owner is required. The type of fence will be such as to not require maintenance on the side abutting adjacent property. **Variance Certification Agreement** is included in the packet.
- Applicant must provide a set of **construction plans** to be reviewed and approved by Engineer's Office. Construction plans must detail what type of materials you will be using to construct the fence, and must include the location of any gates.
- Applicant must provide a completed **Utility Verification Form**, filled out by the Dept. of Public Utilities and Dept. of Public Works, before permit can be issued. This form is included in this packet or can be downloaded from our website at www.virginiamn.us.

PLEASE REMEMBER: Anyone using power equipment or hand tools to dig, must call **Gopher State One Call** at 1-800-252-1166 before digging. It's the Law!

If you have any further questions, please contact the Engineer's Office at 748-7500.

City of Virginia FENCE Permit Application

Engineering Department
327 First Street South, Virginia, MN 55792

Phone (218) 748-7500
Fax (218) 749-3580

Date: _____
Permit No. _____
Receipt No. _____

SITE	Site Location		Lot	Block	Addition		
	Legal Description					Parcel Code	
	LOT SIZE	WIDTH	DEPTH	FRONT SETBACK	SIDE SETBACK	SIDE SETBACK	REAR SETBACK
OWNER	Owner					Contact Person	
	Owner Address					Phone	
	City, State, Zip					Fax No.	
CONTR.	Contractor			License No.		Contact Person	
	Contractor Address					Phone No.	
	City, State, Zip					Fax No.	
DESIGN FIRM	Designer			Registration No.		Contact Person	
	Firm Address					Phone No.	
	City, State, Zip					Fax No.	
APPLICANT	Permit Applicant is <input type="checkbox"/> Owner <input type="checkbox"/> Designer <input type="checkbox"/> Contractor <input type="checkbox"/> Other; Specify						
	Applicant Name					Applicant Phone No.	
	Applicant Address					Applicant Fax No.	
PROJECT	Permit is for: <input type="checkbox"/> Build <input type="checkbox"/> Alter <input type="checkbox"/> New <input type="checkbox"/> Add <input type="checkbox"/> Repair <input type="checkbox"/> Demolish <input type="checkbox"/> Other; Specify						
	Type of Permit: <input type="checkbox"/> General <input type="checkbox"/> Roofing <input type="checkbox"/> Siding <input type="checkbox"/> Driveway <input type="checkbox"/> Fence <input type="checkbox"/> Other; Specify						
	Structure used as: <input type="checkbox"/> Office <input type="checkbox"/> Warehouse <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Retail <input type="checkbox"/> Public <input type="checkbox"/> Residential <input type="checkbox"/> Garage <input type="checkbox"/> Signage <input type="checkbox"/> Other; Specify						
	STRUCTURE DETAILS	WIDTH	LENGTH	HEIGHT	ESTIMATED \$ VALUE OF PROJECT		

Details or comments _____

I hereby certify that I have read and examined this application and know the same to be true and correct. All provision of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant _____ Date _____

DO NOT WRITE BELOW THIS LINE

Type of Const.	Occupancy Group	Max. Occupancy Load	State Surcharge (minimum 50 cents)	\$
Size of Bldg. (Total Sq. Feet)	Use Zone	Fire Sprinklers Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Permit Fee	\$
Total Impervious Surfaces			Plan Inspection Fee	\$
SPECIAL APPROVALS	REQUIRED	RECEIVED	NOT REQUIRED	County Rec. Fee (if applicable, \$25.00)
Planning Commission				\$
City Council				\$
Special Use				
Utility Verification				
TOTAL				\$

LAND SURVEYORS

Name	Address	Telephone Number
ARROW OF THE NORTH LLC David Serrano	825 3 rd Avenue International Falls, MN 56649	(218) 283-2776
BENCHMARK ENGINEERING, INC. Rodney Flannigan Registration No. 19792	8878 Main Street Mountain Iron MN 55768	(218) 735-8914 (218) 741-5825 (home)
NORTHERN LIGHTS SURVEYING Registration No. 16089	1518 8 th Street South	(218) 741-2575
RLK KUSSISTO LTD. Richard Halverson Registration No. 9495	303 E 19 th Street Hibbing, MN 55746	(218) 262-5528
WAYNE SPRAGG Registration No. 20585	7890 North St. Mary's Drive Eveleth, MN 55734	(218) 744-1931

City Code, Chapter 4, Section 6, requires all fence permit applications to include a Certificate of Survey.

The following items are required on the Certificate of Survey:

- Title block, including Registered Land Surveyor's name, parcel owner's name, legal description, street address and date of survey.
- Scale and directional arrow.
- Legend, including found and placed irons or markers with descriptions.
- Lot lines, with distances and bearings relative to plat and/or legal description.
- Building and structure locations and size, including distances to lot lines.

UTILITY VERIFICATION FORM

This form along with a sketch showing the location of the item(s) to be constructed, with measurements to the lot lines, must be provided to the *Department of Public Utilities - 618 South 2nd Street, Virginia, MN 55792*. Incomplete forms will not be processed.

REQUESTED BY (Name)	
PROPERTY ADDRESS	
LEGAL DESCRIPTION OF PROPERTY (OPTIONAL):	
TYPE OF CONSTRUCTION TO BE PERFORMED:	
HEIGHT OF ITEM TO BE CONSTRUCTED:	
IS A VARIANCE REQUIRED?	<input type="checkbox"/> YES <input type="checkbox"/> NO
WHEN COMPLETED, I WOULD LIKE TO (please check one):	<input type="checkbox"/> Have the form sent to City Hall, Engineer's Office <input type="checkbox"/> Be notified so I may pick up the completed form

SIGNATURE OF PROPERTY OWNER: _____

DATE: _____ **DAYTIME PHONE NUMBER:** _____

DO NOT WRITE BELOW THIS LINE – FOR OFFICIAL USE ONLY

<u>LOCATION OF UTILITIES</u>	
1. STEAM	_____
WATER:	_____
GAS:	_____
ELECTRIC:	_____
	(Overhead or Underground)
Services verified by:	_____
	Department of Public Utilities
2. SANITARY SEWER	_____
Services verified by:	_____
	City Engineering Department

CITY OF VIRGINIA

VARIANCE REQUESTS

1. Provide a **Certified Property Survey** done by a Registered Land Surveyor.
(A list of area Surveyors is available at the City Engineer's Office).
2. Provide completed Variance Application Form. Form available in this packet or on our website at www.virginiamn.us.
3. Provide a sketch indicating proposed construction.
4. Provide **Variance Certification Form** completed by neighbor(s). (Not mandatory).
Form available in this packet or on our website at www.virginiamn.us.
5. Provide **Utility Verification Form** completed by the Department of Public Utilities.
Form available in this packet or on our website at www.virginiamn.us.
6. Bring all of the above information to the City Engineer's Office ten (10) calendar days prior to the Planning & Zoning Commission meeting, which meet the first Monday of every month
7. Your attendance, or an authorized agent, is mandatory at the Planning & Zoning Commission meeting. Your request will be reviewed by the Commission and a recommendation will be sent to the City Council for FINAL approval.
8. The City Council will approve/disapprove the requested Variance at the next regular scheduled meeting. You will be notified by mail or you may stop into the Engineer's Office to receive your Building Permit, if it has been granted.
9. If the City Council denies your Variance request, citizens are provided with an appeals as outlined in City Code Section 11.50, Subd. 4, entitled "Appeals", which appeal must be requested within 45 days from the date of denial.

If you have any further questions, please contact the Engineer's Office at 748-7500.

Planning and Zoning meetings are held on the 1st Monday of the month.
To be on the agenda for the next months meeting, you must return this application to the City Engineer's office ten (10) calendar days prior to the Planning and Zoning meeting.

VARIANCE APPLICATION

RETURN TO: VIRGINIA PLANNING & ZONING COMMISSION
City Hall - 327 First Street South, Virginia MN 55792

FROM: _____

MAILING ADDRESS: _____

ADDRESS OF PROJECT: _____

TELEPHONE NUMBER: _____

LEGAL DESCRIPTION OF PROPERTY: (please provide a copy of your Warranty Deed)

_____ Abstract property -
_____ Torrens property - (Certificate(s) of Title No. _____)

CERTIFICATE OF SURVEY prepared by _____
on (date) _____ (please provide a copy of the survey)

CURRENT ZONING: _____

DESCRIPTION OF PROJECT: _____

CITY CODE REQUIREMENTS: _____

VARIANCE REQUEST:

DESCRIBE HARDSHIP: (Why you need the variance) _____

(If more space is needed - please continue on back)

TODAY'S DATE: _____

DATE OF NEXT PLANNING AND ZONING MEETING: _____

Planning and Zoning meetings are held on the 1st Monday of the month.
To be on the agenda for the next months meeting, you must return this application to the City Engineer's
office ten (10) calendar days prior to the Planning and Zoning meeting.

VARIANCE CERTIFICATION

I, _____, _____,
(Name – neighbor) (Address)

certify that _____, _____,
(Name – property owner) (Address)

has permission to construct _____,
(Type of structure or building)

_____ from my property line.
(distance)

Signatures:

(Neighbor)

(Property owner)

Date: _____

Date: _____

PLEASE NOTE: THIS FORM IS NOT TO BE USED AS A REPLACEMENT FOR A COMPLETED UTILITY VERIFICATION FORM

TWIN CITIES
454-0002



GREATER MINNESOTA
1-800-252-1166

LOCATE REQUEST FORM

CALLER ID NUMBER: _____ TICKET NUMBER: _____

WORK TO BEGIN DATE: _____

EXPLOSIVES (Y/N): _____ R.O.W. (Y/N): _____ DURATION OF JOB: _____

TYPE OF WORK: _____

WORK BEING DONE FOR: _____

COUNTY: _____ CITY/PLACE: _____

ADDRESS: _____ STREET: _____

NEAREST CROSS STREET: _____

LOCATION OF WORK: _____

REMARKS: _____

TOWNSHIP: 58 RANGE: 17 SECTION/QUARTER: _____

UTILITIES NOTIFIED: _____

PLEASE BE AWARE THAT:

IT IS IMPERATIVE THAT YOU HAVE THE TOWNSHIP, RANGE, SECTION AND QUARTER SECTION NUMBERS WHEN YOU CALL. If you do not have this information, be prepared to hold from 3 to 5 minutes while the answering attendant searches for this information. The answering attendants at Gopher State One-Call need to process information in this format. Having complete and accurate information before you call will significantly reduce the amount of time you spend on the phone.

PLEASE MAKE COPIES OF THIS FORM FOR ADDITIONAL REQUESTS

CITY OF VIRGINIA FEE SCHEDULE	CURRENT BASE FEE	PLAN REVIEW FEE	PROPOSED FEE	PROPOSED PLAN REVIEW FEE
Commercial Building Permits			Commercial Building Permits	
\$1.00 to \$500	\$15.00		\$50.00	65% of the Permit fee
\$501.00 to \$2,000.00	\$15.00 for the first \$500.00 plus \$2.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00		\$50.00 for the first \$500.00 plus \$6.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	65% of the Permit fee
\$2,001.00 to \$25,000.00	\$45.00 for the first \$2,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00		\$148.50 for the first \$2,000.00 plus \$29.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	65% of the Permit fee
\$25,001.00 to \$50,000.00	\$252.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00		\$831.50 for the first \$25,000.00 plus \$21.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	65% of the Permit fee
\$50,001.00 to \$100,000.00	\$414.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00		\$1,367.50 for the first \$50,000.00 plus \$14.80 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	65% of the Permit fee
\$100,001.00 to \$500,000.00	\$639.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00		\$2,110.50 for the first \$100,000.00 plus \$11.50 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	65% of the Permit fee
\$500,001.00 to \$1,000,000	\$2,039.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00		\$6,730.50 for the first \$500,000.00 plus \$9.90 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	65% of the Permit fee
\$1,000,001.00 and up	\$3,539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00, or fraction thereof		\$11,680.00 for the first \$1,000,000.00 plus \$6.60 for each additional \$1,000.00, or fraction thereof	65% of the Permit fee
Plan Review Fee (3-27-06)		65% of the Permit fee		65% of the Permit fee
Plan Review Fee (Similar Plans)		25% of the Permit fee		25% of the Permit fee
State Surcharge	(As per MN Statute 16B.70)		(As per MN Statute 16B.70)	
Other Inspections and Fees:			Other Inspections and Fees:	
1. Outside of normal business hours	\$35.00/Hr		\$110.00	n/a
2. Re-inspection fees	\$0.00		\$55.00	n/a
3. Inspections for which no fee is specifically indicated	\$35.00/Hr		\$55.00	n/a
	\$0.00		\$0.00	n/a
5. Investigation Fee	\$35.00/Hr		\$55.00	n/a
6. Work commencing without a building permit.	Permit Fee x 2		Permit Fee x 2	n/a
7. For use of outside consultants for plan checking and inspections or both.	Cost of Service		Cost of Service to Jurisdiction	n/a
8. Investigating and resolving Property Maintenance Code violations	\$0.00		\$0.00	n/a
9. Refund when no work is performed			80% of Permit Fee	n/a
Residential Permits	Base Permit Fee	Plan Review Fee	Base Permit Fee	Plan Review Fee
Re-roofing	\$15.00	None	\$50.00	40%
Garage Door	\$15.00	None	\$50.00	40%
Siding Replacement	\$15.00	None	\$50.00	40%
Detached Steps/Deck over 30" high (non enclosed)	\$15.00		\$50.00	40%
Attached Steps/Deck (non enclosed)				
Covered porch (non enclosed)		None		
Egress Windows (new)	\$15.00	None	\$50.00	40%
Residential Window Replacement	\$15.00	None	\$50.00	40%
Furnace Replacement	\$15.00	None	\$50.00	40%
Water Heater/Softener	\$15.00	None	\$50.00	40%

Replace sink, toilet, faucet, tub (minor repairs, no plumbing work to shut off valves or piping)	\$0.00		\$0.00	
Residential and Commercial Demolitions	\$0.00	None	\$50.00	40%
Fireplaces & free standing stoves (Gas or Wood)	\$15.00	None	\$50.00	40%
Building/Remodel	\$15.00		\$50.00	40%
Mechanical Permits	Base Permit Fee	Plan Check Fee	Base Permit Fee	Plan Check Fee
Mechanical Permits (Residential)	\$15.00	None	\$50.00	40%
Mechanical Permits (Commercial)	Fee Schedule	65%		
Plumbing Permits	Base Permit Fee	Plan Check Fee	Base Permit Fee	Plan Check Fee
Plumbing Permit (Residential)	\$15.00		\$50.00	40%
Plumbing Permit (Commercial)	Fee Schedule	Done By State	Commercial Fee Schedule	Done By State

DRAFT

Fence Permits	Base Permit Fee	Plan Check Fee	Base Permit Fee	Plan Check Fee
Residential Fence Permit	\$15.00	None	\$50.00	40%
Fence over 6 feet in height	Fee Schedule	65%	Commercial Fee Schedule	65%
Retaining Wall- Over 4 feet in height	Fee Schedule	65%	Commercial Fee Schedule	65%
Sign Permits	Base Permit Fee	Plan Check Fee		
All Regulated Signs requiring structural review.	Fee Schedule	65%	Commercial Fee Schedule	65%
Signs	Fee Schedule	65%	Commercial Fee Schedule	65%
Other Fees & Charges				
Change of Zoning	\$100.00		\$150.00	n/a
Conditional Use Permit	\$100.00		\$150.00	n/a
Environmental Assessment Worksheet preparation, review and processing	\$0.00		Cost Incurred	n/a
Minor Subdivision Fee	\$100.00		\$200.00	n/a
Moving Buildings Sec. 4.05 (C)	\$15.00 and Cost Incurred		\$50.00 and Cost Incurred	n/a
Planned Unit Development Fee	\$100.00		Cost Incurred	n/a
Right-of-Way/Easement Vacation(Excluding vacations associated with new subdivisions)	\$0.00		\$150.00	n/a
Subdivision 12.10 (J)(3)	\$25.00 - \$100.00		\$25.00 - \$100.00	n/a
Variance Sec. 4.05 (C)	\$100.00		\$150.00	n/a
Zoning Letter	\$0.00		\$25.00	n/a
Rental Registration and Inspection Ordinance				
Initial Rental Registration Fee per Building			\$400.00	
1 Unit			\$250.00	
2 Units			\$400.00	
3-5 Units			\$600.00	
6-10 Units			\$800.00	
11-20 Units			\$1,000.00	
21-50 Units			\$1,200.00	
51-75 Units			\$1,400.00	
76-100 Units			\$1,500.00	
101 Units & Up			\$2,000.00	
Re-Inspection Fee per Unit (3rd & Each Additional Inspection			\$200.00	
Complaint Based Inspection Fee for Validated Violation per Unit			\$200.00	
Late Rental Registration Penalty - per Unit			\$200.00	
Reinstatement Fee for Suspended License			\$750.00	
Failure to Transfer Ownership Penalty			\$300.00	
Operating Without a License Penalty			\$750.00	
Rental Appeal each Licensed Building			\$200.00	
Annual Non-Conforming Parking per Required Spot			\$100.00	
Failure to Designate a Local Manager/Agent			\$100.00	

326B.153 BUILDING PERMIT FEES.

Subdivision 1. **Building permits.** (a) Fees for building permits submitted as required in section 326B.107 include:

- (1) the fee as set forth in the fee schedule in paragraph (b) or as adopted by a municipality; and
- (2) the surcharge required by section 326B.148.

(b) The total valuation and fee schedule is:

- (1) \$1 to \$500, \$29.50;
- (2) \$501 to \$2,000, \$28 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000;
- (3) \$2,001 to \$25,000, \$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000;
- (4) \$25,001 to \$50,000, \$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000;
- (5) \$50,001 to \$100,000, \$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000;
- (6) \$100,001 to \$500,000, \$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000;
- (7) \$500,001 to \$1,000,000, \$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000; and
- (8) \$1,000,001 and up, \$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.

(c) Other inspections and fees are:

- (1) inspections outside of normal business hours (minimum charge two hours), \$63.25 per hour;
- (2) reinspection fees, \$63.25 per hour;
- (3) inspections for which no fee is specifically indicated (minimum charge one-half hour), \$63.25 per hour; and
- (4) additional plan review required by changes, additions, or revisions to approved plans (minimum charge one-half hour), \$63.25 per hour.

(d) If the actual hourly cost to the jurisdiction under paragraph (c) is greater than \$63.25, then the greater rate shall be paid. Hourly cost includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

Subd. 2. **Plan review.** Fees for the review of building plans, specifications, and related documents submitted as required by section 326B.106 must be paid based on 65 percent of the building permit fee required in subdivision 1.

Subd. 3. **Surcharge.** Surcharge fees are required for permits issued on all buildings including public buildings and state licensed facilities as required by section 326B.148.

Subd. 4. **Distribution.** (a) This subdivision establishes the fee distribution between the state and municipalities contracting for plan review and inspection of public buildings and state licensed facilities.

(b) If plan review and inspection services are provided by the state building official, all fees for those services must be remitted to the state.

(c) If plan review services are provided by the state building official and inspection services are provided by a contracting municipality:

(1) the state shall charge 75 percent of the plan review fee required by the state's fee schedule in subdivision 2; and

(2) the municipality shall charge 25 percent of the plan review fee required by the municipality's adopted fee schedule, for orientation to the plans, in addition to the permit and other customary fees charged by the municipality.

(d) If plan review and inspection services are provided by the contracting municipality, all fees for those services must be remitted to the municipality in accordance with their adopted fee schedule.

History: 2009 c 78 art 5 s 11; 2017 c 94 art 2 s 5

326B.121 STATE BUILDING CODE; APPLICATION AND ENFORCEMENT.

Subdivision 1. **Application.** (a) The State Building Code is the standard that applies statewide for the construction, reconstruction, alteration, repair, and use of buildings and other structures of the type governed by the code.

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

(c) The State Building Code does not apply to agricultural buildings except:

(1) with respect to state inspections required or rulemaking authorized by sections 103F.141; 216C.19, subdivision 9; and 326B.36; and

(2) translucent panels or other skylights without raised curbs shall be supported to have equivalent load-bearing capacity as the surrounding roof.

Subd. 1a. **Municipal ordinance; completion of exterior work.** A municipality may by ordinance adopt an official control that requires exterior work authorized by a building permit issued in accordance with the State Building Code, to be completed within a specified number of days following issuance of the building permit. The local regulation may not require completion of exterior work earlier than 180 days following the issuance of the permit.

Subd. 2. **Municipal enforcement.** (a) If, as of January 1, 2008, a municipality has in effect an ordinance adopting the State Building Code, that municipality must continue to administer and enforce the State Building Code within its jurisdiction. The municipality is prohibited from repealing its ordinance adopting the State Building Code. This paragraph does not apply to municipalities with a population of less than 2,500 according to the last federal census that are located outside of a metropolitan county, as defined in section 473.121, subdivision 4.

(b) If a municipality is not required by paragraph (a) to administer and enforce the State Building Code, the municipality may choose to administer and enforce the State Building Code within its jurisdiction by adopting the code by ordinance.

(c) A municipality must not by ordinance, or through development agreement, require building code provisions regulating components or systems of any structure that are different from any provision of the State Building Code. This subdivision does not prohibit a municipality from enacting or enforcing an ordinance requiring existing components or systems of any structure to be maintained in a safe and sanitary condition or in good repair, but not exceeding the standards under which the structure was built, reconstructed, or altered, or the component or system was installed, unless specific retroactive provisions for existing buildings have been adopted as part of the State Building Code. A municipality may, with the approval of the state building official, adopt an ordinance that is more restrictive than the State Building Code where geological conditions warrant a more restrictive ordinance. A municipality may appeal the disapproval of a more restrictive ordinance to the commissioner. An appeal under this subdivision is subject to the schedule, fee, procedures, cost provisions, and appeal rights set out in section 326B.139.

(d) A city may by ordinance and with permission of the township board extend the administration and enforcement of the code to contiguous unincorporated territory not more than two miles distant from its corporate limits in any direction if the code is not already administered and enforced in the territory. Where two or more noncontiguous cities, which have elected to administer and enforce the code, have boundaries less than four miles apart, each is authorized to enforce the code on its side of a line equidistant between them. Once enforcement authority is extended extraterritorially by ordinance, the authority may continue to be exercised in the designated territory even though another city less than four miles distant later elects

to enforce the code. After the extension, the city may enforce the code in the designated area to the same extent as if the property were situated within its corporate limits. Enforcement of the code in an extended area outside a city's corporate limits includes all rules, laws, and ordinances associated with administration of the code.

(e) A city cannot commence administration and enforcement of the code outside of its jurisdiction until it has provided written notice to the commissioner, the county auditor, and the town clerk of each town in which it intends to administer and enforce the code. A public hearing on the proposed administration and enforcement must be held not less than 30 days after the notice has been provided. Administration and enforcement of the code by the city outside of its jurisdiction commences on a date determined by the city that is no less than 90 days nor more than one year after the public hearing.

(f) A municipality may enforce the State Building Code by any means that are convenient and lawful, including entering into contracts with other municipalities under section 471.59 and with qualified individuals. The other municipalities or qualified individuals may be reimbursed by retention or remission of some or all of the building permit fee collected or by other means. If a municipality has no qualified employees of the municipality or other municipalities or qualified individuals available to carry out inspection and enforcement, the commissioner shall train and designate individuals available to carry out inspection and enforcement. The commissioner may be reimbursed for the inspection by retention or remission of some or all of the building permit fee collected or by other means.

(g) Nothing in this subdivision prohibits a municipality from adopting ordinances relating to zoning, subdivision, or planning unless the ordinance conflicts with a provision of the State Building Code that regulates components or systems of any structure.

Subd. 3. Enforcement by state building official. If the commissioner determines that a municipality that has adopted the State Building Code is not properly administering and enforcing the code, or if the commissioner determines that any municipality that is required by subdivision 2 to enforce any provision of the State Building Code is not properly enforcing that provision, the commissioner may have the administration and enforcement in the involved municipality undertaken by the state building official or by another building official certified by the state. The commissioner shall notify the affected municipality in writing immediately upon making the determination, and the municipality may challenge the determination as a contested case before the commissioner pursuant to the Administrative Procedure Act. In carrying out administration and enforcement under this subdivision, the commissioner shall apply any optional provision of the State Building Code adopted by the municipality. A municipality adopting any optional code provision shall notify the state building official within 30 days of its adoption. The commissioner shall determine appropriate fees to be charged for the administration and enforcement service rendered. Any cost to the state arising from the state administration and enforcement of the State Building Code shall be borne by the subject municipality where a fee has been collected by the municipality.

History: 1984 c 544 s 67; 1987 c 312 art 1 s 10 subd 1; 1990 c 391 art 8 s 2; 1994 c 634 art 2 s 5,10; 1999 c 135 s 3; 2001 c 207 s 3; 1Sp2003 c 8 art 1 s 6; 2007 c 140 art 4 s 61; art 5 s 32; art 13 s 4; 2008 c 322 s 3; 2009 c 86 art 1 s 59; 2010 c 183 s 3; 2010 c 308 s 1; 2011 c 20 s 2; 2013 c 85 art 2 s 9