# LINWOOD TOWNSHIP

ANOKA COUNTY
22817 Typo Creek Drive N.E.
Stacy, Minnesota 55079
(651) 462-2812 • Fax (651) 462-0500
Email: info@linwoodtownship.org
Website: http://linwoodtownshipmn.gov

## AGENDA
## Town Board Meeting
**Tuesday, May 26, 2026 - 6:30 pm**
**Town Hall Chambers**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PUBLIC FORUM**

This is an opportunity for residents to present items to the Board that are not on the agenda. Each presentation is limited to three (3) minutes, and a maximum of fifteen minutes is set aside. If your item needs follow-up from the Township, Staff will arrange for that.

**5. CONSIDERATION AND APPROVAL OF AGENDA**

**6. CONSIDERATION AND APPROVAL OF CONSENT AGENDA**

**6.1** Approval of May 12, 2026 Meeting Minutes
**6.2** Approval of May 12, 2026 Workshop Minutes
**6.3** Claims List for Approval: 39463-39477 Total: $38,632.71
**6.4** Payroll for Approval $25,415.29

**7. NEW BUSINESS**

**7.1 Tree Service – Jonn Olson**

7.1.1 Picture
7.1.2 Raml's Estimate
7.1.3 Request for Action

**8. OLD BUSINES**

**8.1 Rum River – Carri Levitski**

8.1.1 Rental Licensing Administration Proposal (Page 15)

- Rental Licensing Program Administration Proposal (Page 17)

- Chapter 8 Article V – Rental Housing (Page 20 )
- Chapter 17 Property Maintenance Code (Page 29)

8.1.2 Professional Services Agreement – Request for Action (Page 81)

- Professional Services Agreement (Page 83) Including Exhibit A – Exhibit I-2

**8.2 Poll Pad Discussion**

8.2.1 Letter to Supervisors – Mark Allseits

8.2.2 Documentation – ACEIT Member

**8.3 Public Hearing for fee schedule amendment: Notice of date change – Jonn Olson**

8.3.1 Will be held on June 23, 2026 at Board Meeting not June 9 meeting.

**9. UPCOMING MEETINGS**

**9.1** Town Board Monthly Workshop – June 2, 2026 at 5:30PM

**9.2** Town Board Workshop – June 9, 2026 at 5:30PM

**9.3** PARCs – June 15, 2026 at 6:00PM

**9.4** Planning & Zoning – June 16, 2026 at 6:00PM

***The next Regular Town Board Meeting is scheduled for June 9, 2026 at 6:30PM***

**10. ADJOURNMENT**

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**Town Board Meeting**
**Meeting Minutes**
**May 12, 2026**

Meeting called to order at 6:30 pm by Jonn Olson, Chair
Pledge to the Flag
Roll Call

| | |
|---|---|
| **Commission members present:** | Samuel Cole, Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson |
| **Staff present:** | Julie Danhke, Interim Clerk; Alicia Morris, Treasurer |
| **Attorney present:** | Mark Allseits |
| **Residents present:** | Nancy Steinmetz, Brian Langlois, Lance Gilbertson, Hank Senger, Dot Forbord |

**PUBLIC FORUM**
None.

**RECOGNITION**
NOW, THEREFORE, by virtue of the authority of the Linwood Town Board, we do hereby proclaim THURSDAY, MAY 14, 2026 AS NANCY STEINMETZ DAY IN THE TOWN OF LINWOOD; and on behalf of the Town Board and citizens of Linwood, we offer sincere congratulations and best wishes to Mrs. Steinmetz for many more happy days in the future to share with family and friends.

**CONSIDERATION AND APPROVAL OF AGENDA**
Additions/Changes:

- Remove 9.1 Update on School Forest
- Remove 9.3 Employee Handbook
- Add 9.4 Anoka County Election Meeting
- Add 8.1.4 Clerk's position

**Motion by Sam Cole to approve the agenda as amended. Second by Dan Lametti. All ayes, motion**

**carried. (5-0)**

**CONSIDERATION AND APPROVAL OF CONSENT AGENDA**

Approval of April 16, 2026 LBAE Meeting Minutes
Approval of April 28, 2026 Town Board Workshop Meeting Minutes
Approval of April 28, 2026 Town Board Meeting Minutes
Approval of April 30. 2026 LBAE Meeting Minutes
Approval of May 5, 2026 Town Board Workshop Meeting Minutes
Approval of Application for Committees/Commissions Form
Claims List for Approval: Claim 39444 to 39462 Total $28,818.30
Payroll for Approval $11,159.14
Proclamation of Nancy Steinmetz Day on Thursday, May 14, 2026

**Motion by Jonn Olson to approve the Consent Agenda, seconded by Sam Cole.**
**Samuel Cole, Lisa Henrickson, Jonn Olson, and Dan Lametti voted to approve. Andy Luedtke abstained. Motion carried. (4-0-1)**

**NEW BUSINESS**

**PARCS Committee – Dot Forbord**

- Resignation of Tony Raymond. Ms. Forbord recognized Tony Raymond for his many years of service as member and Secretary of the PARCs Committee.
- Letters of Interest – Austin Sonterre & Brian McCullough
- PARCS discussion

**Motion by Andy Luedtke to approve and appoint Austin Sonterre and Brian McCullough to the PARCs Committee. Second by Sam Cole. All ayes, motion carried. (5-0)**

**Motion by Sam Cole to accept the resignation of Tony Raymond from the PARCs Committee effective May 12, 2026. Second by Andy Luedtke. All ayes, motion carried. (5-0)**

**Clerk's position – Jonn Olson**

- Recommended that the Board direct staff to create the job posting for the Clerk's position.
  - The posting will state the position as either full time or part time.
- The job description will be reviewed again for any potential updates.

**Motion by Jonn Olson to direct staff to create a job posting and solicit applications for the Clerk position, either full time or part time. Second by Sam Cole. All ayes, motion carried. (5-0)**

**Tire Dropoff, Jonn Olson**

Anoka County is hosting a free Tire Dropoff day in Andover on May 13, 2026. There is a limit of 10 tires. Information is posted on the Linwood Township Neighborhood Facebook page.

**OLD BUSINESS**

**Rum River Proposal**

Interim Clerk, Julie Dahnke, stated Rum River is seeking board action on two items, Subsurface Sewage Treatment System Program Administration and a proposed ordinance for Fee Schedule Amendment.

DRAFT

**Motion by Andy Luedtke to engage with Rum River to implement and administer the Subsurface Sewage Treatment System Program for Linwood Township. Second by Lisa Henrickson.**
**Discussion**: The board clarified that when residents receive notice regarding the program, it is for the purpose of inspecting that their septic system is working correctly, not that they have to have it pumped. Rum River will distribute documentation to educate residents of the program.
**Samuel Cole, Lisa Henrickson, Jonn Olson, and Andy Luedtke voted to approve. Dan Lametti voted against the motion. Motion carried. (4-1)**

**Rum River proposed Fee Schedule Amendment**. Interim Clerk, Julie Danke, stated Rum River would like the board to move forward to schedule a Public Hearing for the proposed Fee Schedule and ordinance changes.
**Motion by Andy Luedtke to host a Public Hearing on June 9, 2026 for ordinance amendments related to zoning and fee schedules. Second by Lisa Henrickson. All ayes, motion carried. (5-0)**
Attorney Mark Allseits stated that when the notice for the June 9, 2026 Public Hearing is posted it includes a detailed list of all ordinances they wish to discuss. He further stated to ensure the Summary for Publication that is posted in the newspaper properly reflects summaries of every ordinance that has been amended.

**County Election Meeting, Jonn Olson**
It was noted that Attorney Mark Allseits contacted the Secretary of State to discuss election integrity. Brad Johnson, Anoka County Attorney, agreed with Attorney Allseits interpretation of the state statutes. A Workshop will be scheduled to include an Anoka County representative and ACETs.

**UPCOMING MEETINGS**
Town Board Workshop – May 26, 2026 at 5:30PM
PARCs – May 18, 2026 at 6:00PM
Planning & Zoning – May 19, 2026 at 6:00PM
Cemetery Committee – May 13, 2026 *CANCELLED*

The next Regular Town Board Meeting is scheduled for May 26, 2026 at 6:30PM

**Employee Handbook**
Attorney Allseits requested that township staff forward the documentation he previously sent to Chair Olson (list of questions with corresponding answers and the updated Employee Handbook) to each of the town board members. He further requested the documentation is included in the packet for the May 26, 2026 board meeting.

***Motion* by Lisa Henrickson, seconded by Andy Luedtke to adjourn the meeting. All ayes, motion carried. (5-0). Meeting adjourned at 7:10pm**.

Respectfully submitted by Linda Hurtley, Contract Office Assistant

Minutes Approved: May 26, 2026

DRAFT

Chairperson: _____
Jonn Olson

Attested: _____
Julie Dahnke, Interim Clerk

DRAFT

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**Town Board Workshop Minutes**
**May 12, 2026**

**CALL TO ORDER:** Meeting called to order at 5:30pm by Supervisor Olson

**ROLL CALL:**

**Members present:** Samuel Cole, Jonn Olson, Andy Luedtke, Lisa Henrickson, Dan Lametti

**Staff present:** Alicia Morris, Treasurer and Julie Dahnke, Interim Clerk

**Residents present:** Dot Forbord, Austin Sonterre

The Board discussed the timeline for the meeting packets. It was decided that any information needing to be included in the packet will be sent to the Interim Clerk by Thursday prior to the meeting by end of business day. This ensures time for packet to be put together and distributed to the Supervisors on Friday.

Supervisor Lametti requested time for Dot Forbord representing PARC's to discuss with the Board. Dot requested guidance from the Board about partnering with Linwood Elementary to use Boettcher Park for school sport events. It was requested by the Board to have Dot included on the June 2, 2026 workshop.

**ADJOURNMENT**

Motion to adjourn by Supervisor Henrickson, seconded by Supervisor Cole. Motion carried (5-0)

Workshop adjourned at 6:21pm.

Respectfully submitted by Julie Dahnke, Interim Clerk

Chairperson: _____
Jonn Olson

Attested:_____
Julie Dahnke, Interim Clerk

DRAFT

**Date Range :** **5/26/2026 To 5/26/2026**

| Date | Vendor | Description | Claim # | Total | Account # | Account Name | Detail |
|---|---|---|---|---|---|---|---|
| 05/26/2026 | ABDO LLP | Inv.#523595 | 39463 | $2,695.39 | | | |
| | | | | | 100-41430-301- | Office Staff | $2,695.39 |
| 05/26/2026 | Anoka County Property Records & Tax | 2026 Nearmap Aerial Imagery | 39464 | $1,000.00 | | | |
| | | | | | 100-41950-310- | Assessing | $1,000.00 |
| 05/26/2026 | D & G Tire Recycling L.L.C. | Inv. #9650 - Junk Tires | 39465 | $1,708.00 | | | |
| | | | | | 245-43231-384- | 43231 Recycling Collection | $1,708.00 |
| 05/26/2026 | Dunaway Construction | Cemetery Site Improvements | 39466 | $9,951.90 | | | |
| | | | | | 236-49010-224- | Cemetery | $9,951.90 |
| 05/26/2026 | Evergreen Recycling | Inv. #4072 | 39467 | $1,000.50 | | | |
| | | | | | 245-43231-384- | 43231 Recycling Collection | $1,000.50 |
| 05/26/2026 | Hakanson Anderson | Inv. #56450, Inv. #56451, Inv. #56452 | 39468 | $10,608.75 | | | |
| | | | | | 406-43121-303- | Paved Streets | $9,866.25 |
| | | | | | 100-43127-303- | Road & Bridge | $270.00 |
| | | | | | 100-43127-303- | Road & Bridge | $472.50 |
| 05/26/2026 | LRS Portables of Minnesota | Inv. #MP298033, Inv. #MP298034, Inv. #MP298035 | 39469 | $210.00 | | | |
| | | | | | 240-45202-418- | Park Areas | $210.00 |
| 05/26/2026 | Menards | Inv. #78793 - Supplies | 39470 | $175.83 | | | |
| | | | | | 225-41940-217- | General Government Buildings and Plant | $154.95 |
| | | | | | 225-42240-437- | Fire Training | $20.88 |
| 05/26/2026 | MidCo | Inv. #13375590115382 | 39471 | $156.01 | | | |
| | | | | | 100-41940-321- | General Government Buildings and Plant | $62.40 |
| | | | | | 201-41940-321- | General Government Buildings and Plant | $7.80 |
| | | | | | 215-42401-321- | Building Inspections Administration | $62.40 |
| | | | | | 235-45186-321- | Senior Citizens Recreation | $15.60 |

**Date Range :** **5/26/2026 To 5/26/2026**

| Date | Vendor | Description | Claim # | Total | Account # | Account Name | Detail |
|---|---|---|---|---|---|---|---|
| | | | | | 240-41940-321- | General Government Buildings and Plant | $7.81 |
| 05/26/2026 | North Woods Optics | Inv. #70278 | 39472 | $131.32 | | | |
| | | | | | 225-42222-445- | Firefighter Equipt & Expenses | $131.32 |
| 05/26/2026 | Raml's Tree Service | Inv. #2726 - Brush Chipping | 39473 | $6,000.00 | | | |
| | | | | | 245-43245-403- | 43245 Organics/Composting | $6,000.00 |
| 05/26/2026 | Shermik Tree Farm | Inv. #6231 | 39474 | $3,300.00 | | | |
| | | | | | 240-45202-403- | Park Areas | $3,300.00 |
| 05/26/2026 | Waste Management | Inv. #0138855-4812-6 | 39475 | $12.14 | | | |
| | | | | | 100-41940-384- | General Government Buildings and Plant | $1.21 |
| | | | | | 245-43231-386- | 43231 Recycling Collection | $1.21 |
| | | | | | 201-41940-384- | General Government Buildings and Plant | $2.43 |
| | | | | | 225-42280-384- | Fire Stations and Buildings | $2.43 |
| | | | | | 235-45186-384- | Senior Citizens Recreation | $2.43 |
| | | | | | 240-45202-384- | Park Areas | $2.43 |
| 05/26/2026 | WH Security - Attn AR | Inv. #35033001890 | 39476 | $122.70 | | | |
| | | | | | 100-41940-312- | General Government Buildings and Plant | $30.68 |
| | | | | | 201-41940-312- | General Government Buildings and Plant | $30.68 |
| | | | | | 235-45186-312- | Senior Citizens Recreation | $30.68 |
| | | | | | 215-42401-312- | Building Inspections Administration | $15.33 |
| | | | | | 240-41940-312- | General Government Buildings and Plant | $15.33 |
| 05/26/2026 | Xcel Energy | Inv.#977256517 | 39477 | $295.18 | | | |
| | | | | | 100-41940-383- | General Government Buildings and Plant | $59.04 |
| | | | | | 245-43231-383- | 43231 Recycling Collection | $44.28 |
| | | | | | 201-41940-383- | General Government Buildings and Plant | $36.90 |
| | | | | | 215-42401-383- | Building Inspections Administration | $59.04 |

**Date Range :** **5/26/2026 To 5/26/2026**

| Date | Vendor | Description | Claim # | Total | Account # | Account Name | Detail |
|---|---|---|---|---|---|---|---|
| | | | | | 235-45186-383- | Senior Citizens Recreation | $41.33 |
| | | | | | 235-49041-383- | Transportation - Equipt, Maintenance & Garage | $8.85 |
| | | | | | 240-41940-383- | General Government Buildings and Plant | $36.89 |
| | | | | | 100-42222-383- | Firefighter Equipt & Expenses | $8.85 |
| 05/26/2026 | Kramer Mechanical | 5/1 - water hammer coffee pot | 39478 | $21.98 | | | |
| | | | | | 235-45186-401- | Senior Citizens Recreation | $21.98 |
| 05/26/2026 | Wallace Auto Parts & Service | Invoice 67-140865 long life mini bulb/lift support | 39479 | $29.72 | | | |
| | | | | | 225-42260-221- | Fire Repair Services | $29.72 |
| 05/26/2026 | VISA 0441-Town of Linwood | 05.15.26 - Town of Linwood | 39480 | $882.93 | | | |
| | | | | | 100-41940-211- | General Government Buildings and Plant | $130.65 |
| | | | | | 100-41425-201- | Clerk | $42.95 |
| | | | | | 100-41430-201- | Office Staff | $111.39 |
| | | | | | 100-41940-221- | General Government Buildings and Plant | $313.49 |
| | | | | | 100-41510-433- | Treasurer | $21.46 |
| | | | | | 100-45190-321- | Communications | $262.99 |
| 05/26/2026 | VISA 2352 | 05.15.26 - Sr. Center Items | 39481 | $330.36 | | | |
| | | | | | 235-45128-437- | Community Celebrations | $266.94 |
| | | | | | 235-45128-217- | Community Celebrations | $45.64 |
| | | | | | 235-47220-441- | Interest - Other Debt | $17.78 |
| **Total For Selected Claims** | | | | **$38,632.71** | | | **$38,632.71** |

**Date Range :** **5/26/2026 To 5/26/2026**

| Date | Vendor | Description | Claim # | Total | Account # | Account Name | Detail |
|---|---|---|---|---|---|---|---|

**Andrew Luedtke** **Vice Chair, Town Supervisor** **Date**

**Dan Lametti** **Town Supervisor** **Date**

**Jonn J Olson** **Chair, Town Supervisor** **Date**

**Lisa Henrickson** **Town Supervisor** **Date**

**Samuel Cole** **Town Supervisor** **Date**



**Raml's Tree Service, LLC**
6023 242nd Ave NE
Stacy, MN 55079 US
+16123826883
ramlstreeservice@gmail.com

# Estimate 2027

**ADDRESS**
Linwood Township
22817 Typo Creek Dr
Linwood, MN 55079

| DATE | TOTAL |
|---|---|
| 05/15/2026 | **$1,500.00** |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | **Tree Removal**<br>Fell tree- remove 2 trees by entrance to Linwoodelementary school. Haul out all wood and brush. | 1 | 1,500.00 | 1,500.00T |

| | |
|---|---|
| SUBTOTAL | 1,500.00 |
| TAX | 0.00 |
| TOTAL | $1,500.00 |

THANK YOU.

Accepted By

Accepted Date

# REQUEST FOR ACTION

**Date:** 5/26/26
**To:** Linwood Town Board
**From:** Jonn Olson
**Re:** Remove Trees at Typo Creek Drive and Entrance to Linwood School

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**Background**
There are two large trees on the northwest corner of the entrance into the Linwood Elementary School leaning towards the road. Several people, including the school, have called with concerns that the two trees will fall on the road and hurt someone.

One of the trees has a damaged trunk and leaning hard into another smaller tree. If it wasn't for the small tree, the larger tree would have already fallen onto the road. There appears to be a lot of stress on the base of the large tree and cutting it from the bottom may cause a dangerous situation for Linwood employees. The trees need to be cut down from the top down and Linwood does not have the equipment for this type of work.

**Recommendation**
1. Hire Raml Tree Service to remove the trees at their earliest opportunity.

**Financial Impact**
Estimate is for $1500.

**Recommended Motion**
Motion to hire Raml Tree Service in the amount of $1500 per estimate # 2027, to remove the two trees on the northwest corner of Type Creek Drive and the school entrance.

# REQUEST FOR ACTION

**Date:** May 26, 2026

**To:** Linwood Town Board

**From:** Carri Levitski, Senior Advisor | Government Relations, Rum River Consultants

**CC:** Andy Schreder, Chief Building Official and Co-owner, Rum River Consultants
Julie Dahnke, Interim Clerk

**Re:** Rental Licensing Program Administration Proposal

**Background**

This agenda item is a continuation of the discussions held during the December 9, 2025 Town Board meeting and the January 13, 2026 and May 5, 2026 Town Board work sessions.

Rum River Consultants (RRC) was previously asked by the former Township Clerk to provide a proposal for administration of Linwood Township's Rental Licensing Program. The proposal has been included with prior meeting materials related to these discussions and is attached again for formal consideration.

Linwood Town Code, Chapter 8, Article V, Rental Housing, currently establishes a rental licensing program for the Township. Based on discussions with Township staff, it is RRC's understanding that the program is not currently being administered. Because the requirement remains in the Town Code, the Town Board should provide direction on whether the Township wants to begin administering the program, repeal the program requirements, or consider another option.

If the Town Board wishes to administer the existing Rental Licensing Program, RRC is prepared to provide program administration services on behalf of the Township. Expanded support from RRC would provide greater consistency, efficiency, and service continuity for the Township, rental property owners and managers, tenants, and Township staff.

As Linwood's current Designated Building Official, RRC is already familiar with the Township's operational needs, service expectations, staff coordination, property records, and community service standards. This existing working relationship provides a strong foundation if the Township wishes to expand RRC's role to include Rental Licensing Program Administration.

RRC has the staffing, technical knowledge, certifications, technology, continuing education, administrative support, inspection experience, and program management capacity needed to administer the program on behalf of Linwood Township. The program would be administered through RRC's Community Development Division and supported by staff experienced in property maintenance, housing inspections, customer communication, and license administration.

Rental licensing administration requires more than inspection services. A consistent program includes property identification, owner notification, application processing, license issuance, inspection scheduling, inspection documentation, correction notices if needed, follow-up communication, recordkeeping, renewals, and coordination with Township staff. RRC's proposal is intended to provide a complete administrative model without requiring the Township to create or support an additional in-house position for this work.

Customer service remains one of RRC's highest priorities. RRC's approach is education-based and focused on helping property owners understand both the requirements and the reason behind them. This helps encourage voluntary compliance, supports consistent administration, and provides a clearer process for rental property owners and managers, tenants, Township staff, and the Town Board.

**Discussion / Impact**

The Town Board should determine whether Linwood Township wants to continue maintaining a Rental Licensing Program in the Town Code and, if so, whether the Board would like RRC to administer the program on behalf of the Township. At this time, the Board has three general options:

1. **Administer the existing Rental Licensing Program.**
   The Town Board may authorize RRC to administer the Rental Licensing Program and approve RRC's Rental Licensing Program Administration Proposal. If approved, RRC would work with Township staff to identify rental properties, prepare initial program communication, review ordinance and fee schedule needs, and establish the administrative process for licensing, inspections, renewals, and recordkeeping.

2. **Repeal the Rental Licensing Program**
   If the Town Board does not wish to maintain a rental licensing requirement, the Board may direct staff to prepare an ordinance repealing Linwood Town Code, Chapter 8, Article V, Rental Housing. This would remove the licensing requirement from the Town Code and clarify that the Township is not administering a rental licensing program.

3. **Discuss additional direction.**
   The Town Board may discuss whether additional information is needed before taking formal action.

If the Board chooses to continue the Rental Licensing Program, RRC recommends that the Township also review Linwood Town Code, Chapter 17, Property Maintenance, to ensure the property maintenance standards and rental licensing requirements work together clearly and consistently.

If the Board chooses to repeal the Rental Licensing Program, the Township should still consider whether Chapter 17 should remain in place, be amended, or be reviewed separately for consistency with the Township's code compliance goals.

**Requested Action**

Following discussion, Township staff and RRC respectfully requests direction from the Town Board regarding whether the Township wishes to administer its existing Rental Licensing Program, repeal the program requirements, or discuss additional options.

**Possible Motions**

**Option 1 – Approve Rental Licensing Program Administration**

- Motion to authorize Rum River Consultants to administer Linwood Township's Rental Licensing Program and approve RRC's Rental Licensing Program Administration Proposal as presented.

**Option 2 – Repeal Rental Licensing Program Requirements**

- Motion to direct Township staff to prepare a draft ordinance repealing Linwood Town Code, Chapter 8, Article V, Rental Housing, for future Town Board consideration.

**Option 3 – Table for Additional Discussion**

- Motion to table this item and direct Township staff to bring back additional information regarding Linwood Township's Rental Licensing Program for future Town Board discussion.

**Attachments**

- Rum River Consultants' Rental Licensing Administration Proposal
- Current Township Code Chapter 8, Article V, Rental Housing
- Current Township Code Chapter 17, Property Maintenance

RUM RIVER
CONSULTANTS

May 1, 2026

Linwood Town Board
Julie Dahnke, Interim Clerk
Linwood Township
22817 Typo Creek Drive
Stacy, MN 55079

**RE: Rental Licensing Program Proposal**

Dear Town Board Members and Ms. Dahnke,

Rum River Consultants (RRC) appreciates the opportunity to provide Linwood Township with this proposal for administration of the Township's Rental Licensing Program.

RRC understands that Linwood Township is not currently actively administering the rental licensing program authorized under Linwood Town Code, Chapter 8, Article V. As Linwood Township evaluates staffing needs, program administration, and long-term service delivery, RRC is proposing to administer the Township's Rental Licensing Program on behalf of the Township.

As Linwood Township's current Designated Building Official, RRC is already familiar with the Township's permitting process, property records, customer service expectations, contractor communication, code administration needs, and related regulatory responsibilities. Expanding RRC's role to include Rental Licensing Program Administration would allow the Township to consolidate related code and property maintenance functions with a professional consulting firm already supporting the Township in other regulatory service areas.

RRC has the staffing, technical knowledge, certifications, administrative support, permitting technology, inspection experience, and program management capacity needed to administer the Township's Rental Licensing Program in a consistent, organized, and responsive manner. Our goal is to provide a service model that supports public health, safety, welfare, property maintenance, and clear communication with owners, tenants, Township staff, and the Town Board.

## Program Approach

RRC's rental licensing model provides complete administrative management without requiring additional Township staffing. The program is intended to operate as a self-supporting service model through rental license fees, while reducing the operational burden on Township staff.

Education and transparency are central to RRC's program structure. Our approach is to explain both the requirement and the reason behind it, so property owners understand expectations clearly. This education-based process encourages voluntary compliance, supports consistent administration, and helps build public trust in how the program is operated.

Rental licensing programs are most effective when they are administered consistently, documented clearly, and supported by reliable communication. RRC's team would manage the program from initial outreach through licensing, inspections, follow-up communication, recordkeeping, and renewal administration.

## Program Team

The Rental Licensing Program would be administered through RRC's Community Development Division under the oversight of Team Lead Carissa Kranz, and me and Andy Schreder's additional division oversight.

Field inspections would be completed by Brad Prior, RRC's ICC-certified housing inspector. Rental licensing administration would be supported by Kylee Gordon, RRC's administrative specialist, along with additional Community Development Division support staff as needed.

Members of RRC's Community Development Division participate in the Minnesota Association of Housing Code Officials (MAHCO), attend ongoing professional trainings, and complete continuing education through the annual Code Official Institutes. This ongoing education helps ensure RRC staff remain current on rental housing, property maintenance, inspection, and code administration practices.

## Program Administration and Technology

RRC proposes administering Linwood Township's Rental Licensing Program on a biennial inspection and licensing cycle. This structure would divide rental properties into two licensing groups, commonly referred to as Cycle A and Cycle B. A biennial cycle provides a manageable and predictable inspection schedule while supporting consistent program administration.

RRC would manage the full rental licensing process, including owner notifications, application processing, license renewals, inspection scheduling, field inspections, correction notices, follow-up communication, license issuance, recordkeeping, and program reporting.

The program would be administered through Baseline Technologies' Rental Licensing Module. Linwood Township staff would have real-time access to property information, inspection results, program status, and related records. This would provide transparency for Township staff while allowing RRC to manage the day-to-day program administration.

Online license fees would be directed to Linwood Township through a secure payment processor recommended by Baseline Technologies. Property owners who prefer to pay by check may continue to submit payment directly to Linwood Township, consistent with Township procedures.

Similar to permit administration, the Township would retain a portion of each rental license fee, while RRC would administer the program through a license-fee model rather than hourly billing for routine program administration.

## Proposed Scope of Services

**Ordinance Revision – Chapter 8, Article V, Rental Housing**
RRC would provide a full repeal and replace of Linwood Town Code, Chapter 8, Article V, Rental Housing. The purpose of this ordinance update would be to support a modern rental licensing program, clarify administrative procedures, identify owner responsibilities, establish inspection and licensing requirements, and provide a clear framework for program administration.

This one-time project would include drafting the updated ordinance language, coordinating review with Township staff, and preparing the ordinance for Town Board consideration.

**Ordinance Revision – Chapter 17, Property Maintenance Code**
RRC would provide a full repeal and replace of Linwood Town Code, Chapter 17, Property Maintenance Code. The purpose of this ordinance update would be to align property maintenance standards with the proposed Rental Licensing Program and current code administration practices.

Updating Chapter 17 would provide a clearer and more consistent enforcement framework for rental housing inspections, property maintenance concerns, and related code compliance matters.

This one-time project would include drafting the updated ordinance language, coordinating review with Township staff, and preparing the ordinance for Town Board consideration.

**Initial Rental Licensing Program Implementation**
RRC would lead the initial program implementation, including outreach to rental property owners identified through Anoka County property classification records, including non-homesteaded property classifications.

Initial implementation would include preparing owner notification materials, coordinating the initial licensing process, establishing program records, supporting Baseline setup, and beginning the process of organizing rental properties into the appropriate inspection and licensing cycle.

## Proposal Overview

| Program Area | Scope | Proposed Fee Structure |
|---|---|---|
| Ordinance Revision – Chapter 8, Article V, Rental Housing | Repeal and replace ordinance language to support a modern Rental Licensing Program, clarify requirements, and establish administrative procedures | $900.00: ***one-time project fee*** |
| Ordinance Revision – Chapter 17, Property Maintenance Code | Repeal and replace ordinance language to align property maintenance standards with the Rental Licensing Program and current code administration practices. | $900.00: ***one-time project fee*** |
| Initial Rental Licensing Program Implementation | Initial outreach mailing to rental property owners identified through GIS and Anoka County property classification reocrds, program setup, owner communication, and initial licensing coordination. | $1,000: ***one-time project fee*** |
| Ongoing Rental Licensing Program Administration | Application processing, renewal administration, inspection scheduling, field inspections, correction notices, follow-up communication, license issuance, recordkeeping, and program coordination. | ***Included in the proposed fee schedule*** |

RRC values the opportunity to continue supporting Linwood Township. Rental Licensing Program Administration would allow RRC to provide a consistent, professional, and coordinated service model that supports property maintenance standards, responsible rental housing, and clear communication with rental property owners, tenants, Township staff, and the Town Board.

Thank you for considering this proposal. We appreciate the working relationship that has been established with Linwood Township and look forward to discussing this proposal with the Town Board.

Respectfully,

Carri Levitski
Senior Advisor | Government Relations
Rum River Consultants
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# *ARTICLE V. RENTAL HOUSING*

## *DIVISION 1. GENERALLY*

### Sec. 8-203. Purpose.

The purpose of this article is to provide minimum standards to safeguard life or limb, health and public welfare by regulating and controlling the use and occupancy, maintenance and repair of all buildings and structures within the town used as rental housing. The purpose of this article is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this article.

(Ord. No. 159, § 509.01(subd. 1), 5-23-2017)

### Sec. 8-204. Scope.

The provisions of this article shall apply to all buildings or portions thereof leased for human living or sleeping purposes, including those in existence at the time of adoption of this article for one to four individually rented units or bedrooms that are non-owner-occupied and five to nine individually rented units or bedrooms even if owner occupied. If any provision of this article conflicts with the building code, fire code, plumbing code, mechanical code, or any other state code or law, such code or law shall control.

(Ord. No. 159, § 509.01(subd. 2), 5-23-2017)

### Sec. 8-205. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Building code* means the Minnesota State Building Code.

*Code official* means the town building official, as appointed by the town board, and any designee of such code official.

*Electrical code* means the Minnesota State Electrical Code.

*Extermination* means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, or trapping; or by any other recognized and legal pest elimination method approved by the code official.

*Fire code* means the Minnesota State Fire Code.

*Fire official* means the town fire department's fire chief, fire warden or designee of such fire official.

*Health officer* means any elected or appointed health officer of the state, the county or the town.

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*Infestation* means the presence of insects, rodents or other pests in numbers large enough to be harmful, threatening or obnoxious to human life.

*Lease, leased* and *let* mean, in each instance any of these words is used, the giving of the use of a building or structure, or portion thereof, by an owner or manager to a tenant in return for rent.

*Manager* means a person or entity who has charge, care or control of a rental dwelling.

*Mechanical code* means the Minnesota State Mechanical Code.

*Nuisance* means any of the following:

(1) Any public nuisance as defined in section 10-20;

(2) Any unsafe condition that is attractive to minors, including, but not limited to, unprotected well openings or excavations, abandoned refrigerators and structurally unsound fences;

(3) Overcrowding of a rental dwelling unit with human occupants or personal property;

(4) Insufficient ventilation or illumination of a rental dwelling unit;

(5) Inadequate or unsanitary sewage or plumbing facilities serving a rental dwelling unit; or

(6) Any unsafe condition, as determined by the code official or health officer.

*Owner* means a person or entity that owns or has any ownership interest in a rental dwelling within the town.

*Plumbing code* means the State of Minnesota Plumbing Code.

*Premises* means, collectively, a rental dwelling and the parcel of land on which it is located.

*Refuse* means all putrescible and non-putrescible waste solids including garbage and rubbish.

*Rent* means the consideration provided by a tenant (or on behalf of a tenant) for the temporary possession of a rental dwelling unit, whether paid in money, property or services.

*Rental dwelling* means a building or structure wholly or partially leased or intended to be leased to one or more tenants for residential living or sleeping purposes, but excluding rest homes, convalescent homes, nursing homes, hotels and motels.

*Rental dwelling unit* means a room or group of rooms within a rental dwelling that has bathroom, kitchen and sleeping facilities for one household of related or unrelated tenants.

*Safe* means being reasonably free from dangers and hazards that may cause human injury or illness.

*Substandard dwelling unit* means any rental dwelling unit that is not safe due to inadequate maintenance, dilapidation, physical damage, unsanitary condition, abandonment or any other reason.

*Tenant* means a human occupant of a rental dwelling unit, whether one or more.

*Unsafe* means not safe.

*Variance* means the difference between that which is required or specified and that which is permitted.

(Ord. No. 159, § 509.02, 5-23-2017)

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## Sec. 8-206. Responsibilities defined.

Owners are liable for violations of this article even though an obligation is also imposed on a manager or tenant and even if an owner has, by agreement, imposed on the manager or tenant the duty of complying with this article or any part hereof.

(Ord. No. 159, § 509.05, 5-23-2017)

## Secs. 8-207—8-235. Reserved.

# *DIVISION 2. ADMINISTRATION AND ENFORCEMENT*

## Sec. 8-236. Enforcement.

(a) *Authority.* The code official shall enforce or cause the enforcement of this article. The code official shall have the power to render interpretations of this article in conformity with the intent and purpose of this article.

(b) *Compliance inspections.* When the code official or a health officer has reasonable cause to believe that a condition exists in regard to a rental dwelling or premises that violates this article, including, but not limited to, a tenant complaint made in good faith, the code official or health officer may enter the rental dwelling to inspect, reinspect, or otherwise perform the duties imposed by this article. No such entry shall be made, however, until:

(1) The owner, manager or tenant permits entry;

(2) The code official or health officer secures an administrative warrant from a court with jurisdiction; or

(3) An emergency immediately affecting the health or safety of tenants exists.

(c) *Compliance order.* If the code official finds that any violation of this article has occurred, the code official shall prepare a compliance order listing all violations and the date or dates when such violations must be corrected. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application or, if no address is provided, to the address used by the county auditor for mailing tax statements. If a compliance order is issued, the owner shall correct all violations, or cause them to be corrected, within the time limit set forth by the code official. Any violation timely corrected in compliance with such an order shall be deemed remedied by the town and shall not form the basis for a rental housing license suspension or revocation. Extensions of time to correct may be granted by the code official. A request for extension of time shall be made and delivered to the code official prior to the expiration date of the applicable correction period. Extensions may be granted by the code official upon due evidence shown that the owner, manager or tenant, as applicable, is using all reasonable means to timely correct the violation.

(d) *Notice to vacate.* The code official may post any rental dwelling as being in violation of this article and prevent further occupancy by a tenant if a rental dwelling is determined, in the opinion of the code official and as defined in this article, a substandard dwelling. At the time of posting, notice shall be sent to the owner. The notice shall be delivered in person or by mail to the permanent residential address listed on the license application if no address is provided to the address used by the county auditor for mailing tax statements. Existing tenants shall have 45 days to vacate a posted property if they are in occupancy at the time of posting, except that occupants shall immediately vacate a posted property if such occupancy will cause imminent danger to the health or safety of the tenants. No person other than the code official shall remove or tamper with any placard used for posting. No person shall reside in, occupy, or cause to be

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occupied any building, structure or rental dwelling which has been posted to prevent occupancy except as set forth herein.

(Ord. No. 159, § 509.06, 5-23-2017)

### Secs. 8-237—8-265. Reserved.

## *DIVISION 3. APPEALS*

### Sec. 8-266. Appeal correction order or notice to vacate.

(a) *Right to appeal.* Any person may appeal from any notice, order or any action of the code official under this article by filing a written appeal to the town which informs the town board in ordinary and concise language that specific order, notice or action of the code official is being protested and the reasons therefor, together with any material facts claimed to support the contentions of the appellant.

(b) *Time allotted for appeal.* The appeal shall be filed within 14 days of the date of mailing of the notice or order being protested by the applicant or within the time of correction as allowed by the code official, whichever is shorter.

(c) *Notice of hearing.* The town shall provide the appealing party with a notice of a hearing no less than 20 days in advance of the scheduled hearing, unless a shorter period of time is agreed upon. Service shall be deemed complete upon depositing the notice of hearing in the U.S. mail, properly addressed to the last known address of the person requesting the hearing. The notice shall be delivered in person to the appealing party or by mail to the permanent residential address listed on the license application or, if no address is provided, to the address used by the county auditor for mailing tax statements.

(d) *Hearing procedures.* The hearing will be in front of the town board. At the hearing, the party appealing shall have the opportunity to present testimony and question any witnesses, but the strict rules of evidence shall not apply. The town board shall receive and give weight to evidence, including hearsay evidence, which possesses probative value commonly accepted by reasonable and prudent people in the conduct of their affairs.

(e) *Authority on appeal.* The town board has the authority to determine that a violation did or did not occur, to dismiss in whole or in part any order, notice or other action imposed by the code official either unconditionally or upon compliance with appropriate conditions.

(f) *Decisions on appeal.* The town board shall issue a notice of decision in writing to the appealing party within ten days of the hearing. The town board's notice of decision shall be delivered in person to the appealing person or by mail to the permanent residential address listed on the license application or, if no address is provided, to the address used by the county auditor for mailing tax statements. Any fines or penalties imposed must be paid no later than 30 days of the date of the notice of decision. Any corrective action must be timely completed as determined by the code official. The decision of the town board is final and may only be appealed to the state court of appeals by petitioning for a writ of certiorari pursuant to M.S.A. § 606.01.

(Ord. No. 159, § 509.07, 5-23-2017)

### Secs. 8-267—8-295. Reserved.

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## *DIVISION 4. CRIMINAL AND ADMINISTRATIVE REMEDIES*

### Sec. 8-296. Violations; administrative penalties.

A violation of any provision of this article is a misdemeanor. Each day the property is in violation is a separate violation. In the alternative, the town may impose administrative penalties upon the owner, per section 2-309. If, however, the owner has been given a specified correction period by the code official, the fine shall be waived if the violation is confirmed corrected by the code official before the expiration of such period.

(Ord. No. 159, § 509.08, 5-23-2017)

### Secs. 8-297—8-325. Reserved.

## *DIVISION 5. LICENSE REQUIREMENTS*

### Sec. 8-326. License required.

No owner or manager shall allow the occupancy of a rental dwelling unit by a tenant prior to the issuance of a rental housing license by the town for the rental dwelling in which the rental dwelling unit is located. Further, no owner or manager shall allow the occupancy of a rental dwelling unit by a tenant after the expiration of the rental housing license for the rental dwelling in which the rental dwelling unit is located unless the license has been properly renewed.

(Ord. No. 159, § 509.03(subd. 1), 5-23-2017)

### Sec. 8-327. Application.

Applications for rental housing licenses shall be made in writing on forms provided by the town. The owner or manager of a rental dwelling shall apply for a rental housing license at least 60 days before the planned occupancy of any rental dwelling unit by a tenant so as to allow time for inspection and, if necessary, correction of conditions that do not conform to the requirements of this article.

(Ord. No. 159, § 509.03(subd. 2), 5-23-2017)

### Sec. 8-328. Inspection fee.

The rental housing inspection fee shall be established by the town board, from time to time, and set forth in section 2-249. Each applicant shall pay the inspection fee when an application for a license is made (either initial or renewal).

(Ord. No. 159, § 509.03(subd. 3), 5-23-2017)

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## Sec. 8-329. License fee.

The rental housing license fee shall be established by the town board, from time to time, and set forth in section 2-249. Each applicant shall pay the license fee when an application for a license is made (either initial or renewal). The license fee for an initial license issued on or after July 1 of any calendar year shall be reduced by 20 percent.

(Ord. No. 159, § 509.03(subd. 4), 5-23-2017)

## Sec. 8-330. Inspection.

Before a rental housing license is issued or renewed for a rental dwelling, the code official or fire official shall inspect the rental dwelling to determine if the rental dwelling and the rental dwelling units in the rental dwelling comply with the minimum requirements set forth in this article. The code official or fire official has no duty to inspect any rental dwelling until a complete application has been submitted to the town and the rental housing inspection and license fee has been paid in full.

(Ord. No. 159, § 509.03(subd. 5), 5-23-2017)

## Sec. 8-331. Issuance.

No license shall be issued until all the requirements of this article have been fully met. The town shall issue a rental housing license for each rental dwelling that meets or exceeds the minimum requirements set forth by this article or when a variance has been granted by the town board for good cause shown. Each license shall show the number of rental dwelling units for which the rental dwelling is approved.

(Ord. No. 159, § 509.03(subd. 6), 5-23-2017)

## Sec. 8-332. Effective period of license.

An initial license shall remain effective until December 31 of the calendar year following the year in which the license was issued, unless sooner revoked or suspended pursuant to the terms of this article. Thereafter, each renewal license shall remain effective for two years, unless sooner revoked or suspended pursuant to the terms of this article. The renewal term shall start on January 1 of the next calendar year.

(Ord. No. 159, § 509.03(subd. 7), 5-23-2017)

## Sec. 8-333. Renewals.

Applications for rental housing license renewals shall be submitted at least 60 days prior to the expiration date of the license. The procedure and fee for renewing a license shall be the same as that required for an initial license.

(Ord. No. 159, § 509.03(subd. 8), 5-23-2017)

## Sec. 8-334. Suspension and revocation.

A rental housing license may be suspended or revoked as follows:

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(1) *General notification.* A rental housing license may be suspended or revoked by the town board if the town board finds that the provisions of this article have been violated in regard to the rental dwelling for which the license was issued. Before any suspension or revocation occurs, the town shall notify the license holder in writing of the alleged violation and the license holder's right to a hearing regarding the proposed suspension as set forth in subsection (2) of this section. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, or the address used by the county auditor for mailing tax statements. This notice shall also specify the date for a hearing before the town board, which shall not be less than ten days from the date of the notice.

(2) *Hearing.* At such hearing before the town board, the license holder or the license holder's attorney may submit and present evidence and witnesses on the license holder's behalf.

(3) *Notice of decision.* After a hearing, the town board may suspend or revoke the license if the board finds that a violation of this article has occurred. Within ten days of the hearing the town clerk shall notify the license holder in writing of the town board's decision and the reasons therefor.

(Ord. No. 159, § 509.03(subd. 9), 5-23-2017)

### Secs. 8-335—8-356. Reserved.

## *DIVISION 6. REGULATIONS AND REQUIREMENTS*

### Sec. 8-357. Substandard dwellings.

No substandard dwellings are allowed.

(Ord. No. 159, § 509.04(subd. 1), 5-23-2017)

### Sec. 8-358. Condition.

No owner or manager shall allow infestation if extermination is not the tenant's responsibility by law.

(Ord. No. 159, § 509.04(subd. 2), 5-23-2017)

### Sec. 8-359. Improper occupancy.

No rental dwelling shall be used in manner inconsistent with its design or construction as defined in state building code sections 310.1 through 310.6, state fire code sections 907.2.8 through 907.2.10.3, Minn. R. chs. 7080 through 7083, and M.S.A. § 115.55.

(Ord. No. 159, § 509.04(subd. 3), 5-23-2017)

### Sec. 8-360. Smoke detectors.

Each rental dwelling shall have approved and operational smoke detectors installed as required by state fire code sections 907.2.11.1 through 907.2.11.4. No smoke detector installed in a rental dwelling shall be allowed to remain disabled or nonfunctional. The tenant of a rental dwelling shall notify the owner or manager within 24 hours of discovering that a detector is disabled or not functioning. The owner or manager shall take immediate action to render the smoke detector operational or replace it.

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(Ord. No. 159, § 509.04(subd. 4), 5-23-2017)

## Sec. 8-361. Carbon monoxide alarms.

Each rental dwelling shall have an approved and operational carbon monoxide alarm installed with ten feet of each room used for sleeping purposes as required by M.S.A. §§ 299F.50 and 299F.51, as amended, unless an exception listed in M.S.A. § 299F.51, subd. 5, applies. No carbon monoxide alarm installed in a rental dwelling shall be allowed to remain disabled or nonfunctional. The tenant of a rental dwelling shall notify the owner or manager within 24 hours of discovering that a carbon monoxide alarm is disabled or not functioning. The owner or manager shall take immediate action to render the carbon monoxide alarm operational or replace it.

(Ord. No. 159, § 509.04(subd. 5), 5-23-2017)

## Sec. 8-362. Refuse.

Each rental dwelling shall have an adequate number of refuse containers to hold the amount of refuse produced by the occupants of the rental dwelling or as required elsewhere by this Code. Containers shall be rodent- and animal-proof plastic, fiberglass or rust-resistant metal with a tight-fitting cover. Tenants shall properly dispose of their recyclables, rubbish, garbage and other organic waste.

(Ord. No. 159, § 509.04(subd. 6), 5-23-2017)

## Sec. 8-363. Unused or discarded items.

Discarded, unused and junk appliances, furniture, mattresses and other items shall be promptly removed from the premises, but in all cases such removal shall occur within seven days.

(Ord. No. 159, § 509.04(subd. 7), 5-23-2017)

## Sec. 8-364. Storage of items.

Large amounts of combustible items and materials shall not be stored in attics or basements of a rental dwelling. Storage shall be maintained two feet or more below ceilings and floor joists. Combustible materials and items shall not be stored within one foot of any fuel-burning appliances. Storage of items shall be orderly and shall not block or obstruct exits. A minimum three-foot-wide aisle shall be maintained to all exits, furnaces, water heaters, water meters, gas meters or other equipment serving the rental dwelling.

(Ord. No. 159, § 509.04(subd. 8), 5-23-2017)

## Sec. 8-365. Fuel storage.

Liquid propane tanks shall only be stored outdoors.

(Ord. No. 159, § 509.04(subd. 9), 5-23-2017)

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## Sec. 8-366. Fueled equipment.

Fueled equipment, including, but not limited to, motorcycles, mopeds, lawn-care equipment and portable cooking equipment, shall only be stored outdoors or in the garage of a rental dwelling.

(Ord. No. 159, § 509.04(subd. 10), 5-23-2017)

## Sec. 8-367. Barbecues and open flames.

No person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, on any roof, or on any ground-floor patio within 15 feet of any structure. Further, no person shall store or use any fuel, barbecue, torch, or similar heating or lighting chemicals or device in such locations.

(Ord. No. 159, § 509.04(subd. 11), 5-23-2017)

## Sec. 8-368. Sidewalks and driveways.

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

(Ord. No. 159, § 509.04(subd. 12), 5-23-2017)

## Sec. 8-369. Parking.

All rental dwelling unit properties must have sufficient on-site parking for tenants and their guests and have sufficient off-street parking to meet the requirements of chapter 30, article VI.

(Ord. No. 159, § 509.04(subd. 13), 5-23-2017)

## Sec. 8-370. Defacement of property.

If a rental dwelling is defaced by graffiti, it shall promptly be removed.

(Ord. No. 159, § 509.04(subd. 14), 5-23-2017)

## Secs. 8-371—8-399. Reserved.

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# Chapter 17 PROPERTY MAINTENANCE CODE

## *ARTICLE I. SCOPE AND APPLICATION*

### *PART 1. GENERAL PROVISIONS AND APPLICABILITY*

### DIVISION 1. GENERAL

#### Sec. 17-1. Title.

The regulations in this Chapter 17 shall be known as the Property Maintenance Code of Linwood Township, which shall hereinafter in this Chapter be referred to as "this code."

(Ord. No. 214, 10-24-2023)

#### Sec. 17-2. Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

(Ord. No. 214, 10-24-2023)

#### Sec. 17-3. Purpose.

The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

(Ord. No. 214, 10-24-2023)

#### Sec. 17-4. Severability.

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

(Ord. No. 214, 10-24-2023)

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### Secs. 17-5—17-10. Reserved.

## DIVISION 2. APPLICABILITY

### Sec. 17-11. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern. If there is a conflict between a provision in this code and a provision elsewhere in the Town Code or other applicable law, the provision that imposes the more restrictive standard, regulation, or requirement shall be controlling.

(Ord. No. 214, 10-24-2023)

### Sec. 17-12. Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner's authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this code to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

(Ord. No. 214, 10-24-2023)

### Sec. 17-13. Application of other codes.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-14. Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the town or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and unsanitary.

(Ord. No. 214, 10-24-2023)

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## Sec. 17-15. Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a professional manner and installed in accordance with the manufacturer's instructions.

(Ord. No. 214, 10-24-2023)

## Sec. 17-16. Structural analysis.

Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the structure was constructed or in accordance with any subsequent requirement.

(Ord. No. 214, 10-24-2023)

## Sec. 17-17. Historic buildings.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-18. Referenced codes and standards.

The codes and standards referenced in this code shall be those listed in Chapter 6 of the Linwood Town Code, as well as all other applicable provisions of the Linwood Town Code, and are considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Subsections 17-18.1 and 17-18.2.

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

**17-18.1. Conflicts.**

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

**17-18.2. Provisions in referenced codes and standards.**

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

(Ord. No. 214, 10-24-2023)

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### Sec. 17-19. Requirements not covered by code.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-20. Application of references.

References to an article, chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such article, chapter, section or provision of this code.

(Ord. No. 214, 10-24-2023)

### Sec. 17-21. Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 214, 10-24-2023)

### Secs. 17-22—17-30. Reserved.

## *PART 2. ADMINISTRATION AND ENFORCEMENT*

## DIVISION 3. CODE COMPLIANCE DEPARTMENT

### Sec. 17-31. Designation of code official.

The town board shall designate the person or persons in charge of administering this code, each such person shall be known as the code official. The code official is authorized to implement, administer, and enforce the provisions of this code. The person or persons designated the code official shall, collectively, constitute the "department" for the purposes of this code.

(Ord. No. 214, 10-24-2023)

### Sec. 17-32. Deputies.

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

(Ord. No. 214, 10-24-2023)

### Secs. 17-33—17-35. Reserved.

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## DIVISION 4. FEES

### Sec. 17-36. Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

(Ord. No. 214, 10-24-2023)

### Sec. 17-37. Refunds.

The code official is authorized to establish a refund policy.

(Ord. No. 214, 10-24-2023)

### Secs. 17-38—17-40. Reserved.

## DIVISION 5. DUTIES AND POWERS OF THE CODE OFFICIAL

### Sec. 17-41. General.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-42. Inspections.

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

(Ord. No. 214, 10-24-2023)

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## Sec. 17-43. Right of entry.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-44. Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

(Ord. No. 214, 10-24-2023)

## Sec. 17-45. Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

(Ord. No. 214, 10-24-2023)

## Sec. 17-46. Department records.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-47. Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

(Ord. No. 214, 10-24-2023)

## Sec. 17-48. Legal defense.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the

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legal representative of the jurisdiction until the final termination of the proceedings, provided the person is not guilty of malfeasance in office, willful neglect of duty, or bad faith. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(Ord. No. 214, 10-24-2023)

### Secs. 17-49, 17-50. Reserved.

## DIVISION 6. APPROVAL

### Sec. 17-51. Modifications.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-52. Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons why the alternative was not approved.

(Ord. No. 214, 10-24-2023)

### Sec. 17-53. Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

**17-53.1. Test methods.**

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

**17-53.2. Test reports.**

Reports of tests shall be retained by the code official for the period required for retention of public records.

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(Ord. No. 214, 10-24-2023)

### Sec. 17-54. Used material and equipment.

Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the code official.

(Ord. No. 214, 10-24-2023)

### Sec. 17-55. Approved materials and equipment.

Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

(Ord. No. 214, 10-24-2023)

### Sec. 17-56. Research reports.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-57—17-70. Reserved.

## DIVISION 7. MEANS OF APPEAL

### Sec. 17-71. General.

In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the town board and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the code official.

(Ord. No. 214, 10-24-2023)

### Sec. 17-72. Limitations of authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

(Ord. No. 214, 10-24-2023)

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### Sec. 17-73. Qualifications.

The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

(Ord. No. 214, 10-24-2023)

### Sec. 17-74. Administration.

The code official shall take immediate action in accordance with the decision of the board.

(Ord. No. 214, 10-24-2023)

### Secs. 17-75—17-80. Reserved.

## DIVISION 8. BOARD OF APPEALS

### Sec. 17-81. Membership of board.

The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall not vote on any matter before the board. Members of the board shall be appointed by the town board and shall serve staggered and overlapping terms.

(Ord. No. 214, 10-24-2023)

### Secs. 17-82—17-85. Reserved.

## DIVISION 9. VIOLATIONS

### Sec. 17-86. Unlawful acts.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

(Ord. No. 214, 10-24-2023)

### Sec. 17-87. Notice of violation.

The code official shall serve a notice of violation or order in accordance with Section 17-109.

(Ord. No. 214, 10-24-2023)

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### Sec. 17-88. Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 17-109 shall be deemed guilty of a misdemeanor or civil infraction as determined by the town, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the town on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

(Ord. No. 214, 10-24-2023)

### Sec. 17-89. Violation penalties.

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(Ord. No. 214, 10-24-2023)

### Sec. 17-90. Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the town from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building structure or premises.

(Ord. No. 214, 10-24-2023)

### Secs. 17-91—17-95. Reserved.

## DIVISION 10. STOP WORK ORDER—GENERALLY

### Sec. 17-96. Authority.

Where the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

(Ord. No. 214, 10-24-2023)

### Sec. 17-97. Issuance.

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

(Ord. No. 214, 10-24-2023)

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## Sec. 17-98. Emergencies.

Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

(Ord. No. 214, 10-24-2023)

## Sec. 17-99. Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

(Ord. No. 214, 10-24-2023)

## Secs. 17-100—17-105. Reserved.

# DIVISION 11. UNSAFE STRUCTURES AND EQUIPMENT

## Sec. 17-106. Unsafe conditions.

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

**17-106.1. Unsafe structures.**

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

**17-106.2. Unsafe equipment.**

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

**17-106.3. Structure unfit for human occupancy,**

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

**17-106.4. Unlawful structure.**

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

**17-106.5. Dangerous structure or premises.**

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

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

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(Ord. No. 214, 10-24-2023)

## Sec. 17-107. Closing of vacant structures.

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

**17-107.1. Authority to disconnect service utilities.**

The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 17-18 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

(Ord. No. 214, 10-24-2023)

## Sec. 17-108. Record.

The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

(Ord. No. 214, 10-24-2023)

## Sec. 17-109. Notice.

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Subsections 17-109.1 and 17-109.2 to the owner or the owner's authorized agent, for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

**17-109.1. Form.**

Such notice shall be in accordance with all of the following:

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

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6. Include a statement of the right to file a lien in accordance with Section 17.88.

**17-109.2. Method of service.**

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

(Ord. No. 214, 10-24-2023)

## Sec. 17-110. Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

(Ord. No. 214, 10-24-2023)

## Sec. 17-111. Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

(Ord. No. 214, 10-24-2023)

## Sec. 17-112. Placarding.

Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

**17-112.1. Placard removal.**

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The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

(Ord. No. 214, 10-24-2023)

### Sec. 17-113. Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or owner's authorized agent who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

(Ord. No. 214, 10-24-2023)

### Sec. 17-114. Restoration or abatement.

The structure or equipment determined to be unsafe by the code official is permitted to be restored to a safe condition. The owner, owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the International Existing Building Code.

(Ord. No. 214, 10-24-2023)

### Secs. 17-115—17-130. Reserved.

## DIVISION 12. EMERGENCY MEASURES

### Sec. 17-131. Imminent danger.

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

(Ord. No. 214, 10-24-2023)

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### Sec. 17-132. Temporary safeguards.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-133. Closing streets.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-134. Emergency repairs.

For the purposes of this division, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

(Ord. No. 214, 10-24-2023)

### Sec. 17-135. Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

(Ord. No. 214, 10-24-2023)

### Sec. 17-136. Hearing.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-137—17-140. Reserved.

## DIVISION 13. DEMOLITION

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### Sec. 17-141. General.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-142. Notices and orders.

Notices and orders shall comply with Section 17-109.

(Ord. No. 214, 10-24-2023)

### Sec. 17-143. Failure to comply.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-144. Salvage materials.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-145—17-200. Reserved.

## *ARTICLE II. SCOPE AND APPLICATION*

## *PART 1. SCOPE AND APPLICATION*

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# DIVISION 1. GENERAL

## Sec. 17-201. Scope.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-202. Interchangeability.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-203. Terms defined in other codes.

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

**Exception:** When used within this code, the terms unsafe and dangerous shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the International Existing Building Code.

(Ord. No. 214, 10-24-2023)

## Sec. 17-204. Terms not defined.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-205. Parts.

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

(Ord. No. 214, 10-24-2023)

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# DIVISION 2. GENERAL DEFINITIONS

## Sec. 17-206. Definitions.

The following words, terms and phrases, when used in this code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**ANCHORED.** Secured in a manner that provides positive connection.

**APPROVED.** Acceptable to the code official.

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

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

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

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

**CONDEMN.** To adjudge unfit for occupancy.

**COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS.** The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the town board or board of appeals.

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

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

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

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

**EMERGENCY ESCAPE AND RESCUE OPENING.** An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

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

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

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

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

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

**HISTORIC BUILDING.** Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

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

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

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

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

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

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

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

**OCCUPANCY.** The purpose for which a building or portion thereof is utilized or occupied.

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

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

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

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

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

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

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

**PUBLIC WAY.** Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

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

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

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

**SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

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

**STRUCTURE.** That which is built or constructed.

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

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

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

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

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

**YARD.** An open space on the same lot with a structure.

(Ord. No. 214, 10-24-2023)

## Secs. 17-207—17-300. Reserved.

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# *ARTICLE III. GENERAL REQUIREMENTS*

## *PART 1. GENERAL REQUIREMENTS*

## DIVISION 1. GENERAL

### Sec. 17-301. Scope.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-302. Responsibility,

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-303. Vacant structures and land.

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

(Ord. No. 214, 10-24-2023)

## DIVISION 2. EXTERIOR PROPERTY AREAS

### Sec. 17-304. Sanitation.

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

(Ord. No. 214, 10-24-2023)

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## Sec. 17-305. Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

**Exception:** Approved retention areas and reservoirs.

(Ord. No. 214, 10-24-2023)

## Sec. 17-306. Sidewalks and driveways.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-307. Vegetation.

The premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. In all cases noxious weeds are prohibited.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 17-88 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(Ord. No. 214, 10-24-2023)

## Sec. 17-308. Rodent harborage.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-309. Exhaust vents.

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

(Ord. No. 214, 10-24-2023)

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### Sec. 17-310. Accessory structures.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-311. Motor vehicles.

Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-312. Defacement of property.

A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(Ord. No. 214, 10-24-2023)

### Secs. 17-313—17-320. Reserved.

## DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS

### Sec. 17-321. Swimming pools.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-322. Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

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**Exception:** Spas or hot tubs with a safety cover that complies with ASTM F134. Shall be exempt from the provisions of this section.

(Ord. No. 214, 10-24-2023)

## Secs. 17-323—17-325. Reserved.

# DIVISION 4. EXTERIOR STRUCTURE

## Sec. 17-326. General.

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

**17-326.1. Unsafe conditions.**

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

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

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11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

**Exceptions:**

1. Where substantiated otherwise by an approved method.

2. Demolition of unsafe conditions shall be permitted where approved by the code official.

(Ord. No. 214, 10-24-2023)

## Sec. 17-327. Protective treatment.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-328. Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than four inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

(Ord. No. 214, 10-24-2023)

## Sec. 17-329. Structural members.

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

(Ord. No. 214, 10-24-2023)

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## Sec. 17-330. Foundation walls.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-331. Exterior walls.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-332. Roofs and drainage.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-333. Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wail facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(Ord. No. 214, 10-24-2023)

## Sec. 17-334. Overhang extensions.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-335. Stairways, decks, porches and balconies.

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

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## Sec. 17-336. Chimneys and towers.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-337. Handrails and guards.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-338. Window, skylight and door frames.

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

**17-338.1. Glazing.**

Glazing materials shall be maintained free from cracks and holes.

**17-338.2. Openable windows.**

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-339. Insect screens.

During the period from May 15th—October 15th, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-340. Doors.

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.

(Ord. No. 214, 10-24-2023)

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## Sec. 17-341. Basement hatchways.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-342. Guards for basement windows.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-343. Building security.

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

**17-343.1. Doors.**

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

**17-343.2. Windows.**

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

**17-343.3. Basement hatchways.**

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-344. Gates.

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

(Ord. No. 214, 10-24-2023)

## Secs. 17-345—17-360. Reserved.

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# DIVISION 5. INTERIOR STRUCTURE[1]

## Sec. 17-361. General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

**Sec. 17-361.1. Unsafe conditions.**

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

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

**Exceptions:**

1. Where substantiated otherwise by an approved method.

2. Demolition of unsafe conditions shall be permitted where approved by the code official.

(Ord. No. 214, 10-24-2023)

[1]Editor's note(s)—Ord. No. 214, adopted October 24, 2023, set out provisions intended for use as Div. 6. Inasmuch as there were already provisions so designated, said section has been codified herein as Div. 5 at the discretion of the editor.

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### Sec. 17-362. Structural members.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-363. Interior surfaces.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-364. Reserved.

### Sec. 17-365. Stairs and walking surfaces.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-366. Handrails and guards.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-367. Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

(Ord. No. 214, 10-24-2023)

### Secs. 17-368—17-380. Reserved.

## DIVISION 6. COMPONENT SERVICEABILITY

### Sec. 17-381. General.

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

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**17-381.1. Unsafe conditions.**

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

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

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4.6. Exposed reinforcement.

4.7. Detached, dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:

5.1. Deterioration.

5.2. Elastic deformation.

5.3. Ultimate deformation.

5.4. Metal fatigue.

5.5. Detached, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

6.1. Ultimate deformation.

6.2. Deterioration.

6.3. Damage from insects, rodents and other vermin.

6.4. Fire damage beyond charring.

6.5. Significant splits and checks.

6.6. Horizontal shear cracks.

6.7. Vertical shear cracks.

6.8. Inadequate support.

6.9. Detached, dislodged or failing connections.

6.10. Excessive cutting and notching.

**Exceptions:**

1. Where substantiated otherwise by an approved method.

2. Demolition of unsafe conditions shall be permitted where approved by the code official.

(Ord. No. 214, 10-24-2023)

### Secs. 17-382—17-390. Reserved.

## DIVISION 7. HANDRAILS AND GUARDRAILS

### Sec. 17-391. General.

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

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-392—17-395. Reserved.

## DIVISION 8. RUBBISH AND GARBAGE

### Sec. 17-396. Accumulation of rubbish or garbage.

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

(Ord. No. 214, 10-24-2023)

### Sec. 17-397. Disposal of rubbish.

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

**17-397.1. Rubbish storage facilities.**

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

**17-397.2. Refrigerators.**

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-398. Disposal of garbage.

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

**17-398.1. Garbage facilities.**

The owner of every dwelling shall supply an approved leakproof, covered, outside garbage container.

**17-398.2. Containers.**

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-399—17-405. Reserved.

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# DIVISION 9. PEST ELIMINATION

## Sec. 17-406. Infestation.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-407. Owner.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-408. Single occupant.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-409. Multiple occupancies.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-410. Occupant.

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

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

(Ord. No. 214, 10-24-2023)

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**Secs. 17-411—17-425. Reserved.**

# *ARTICLE IV. LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS*

## *PART 1. LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS*

## DIVISION 1. GENERAL

### Sec. 17-426. Scope.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-427. Responsibility.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-428. Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the Minnesota State Building Code shall be permitted.

(Ord. No. 214, 10-24-2023)

### Secs. 17-429, 17-430. Reserved.

## DIVISION 2. LIGHT

### Sec. 17-431. Habitable spaces.

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

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**Exception:** Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than eight percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 $m^2$), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

(Ord. No. 214, 10-24-2023)

### Sec. 17-432. Common halls and stairways.

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 $m^2$) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times and the building space served by the means of egress is occupied with not less than one footcandle (11 lux) at floors, landings and treads.

(Ord. No. 214, 10-24-2023)

### Sec. 17-433. Other spaces.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-434—17-440. Reserved.

## DIVISION 3. VENTILATION

### Sec. 17-441. Habitable spaces.

Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 17-431.

**Exception:** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than eight percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 $m^2$). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

(Ord. No. 214, 10-24-2023)

### Sec. 17-442. Bathrooms and toilet rooms.

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 17-441, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

(Ord. No. 214, 10-24-2023)

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### Sec. 17-443. Cooking facilities.

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

**Exceptions:**

1. Where specifically approved in writing by the code official.

2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

(Ord. No. 214, 10-24-2023)

### Sec. 17-444. Process ventilation.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-445. Clothes dryer exhaust.

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

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-446—17-455. Reserved.

## DIVISION 4. OCCUPANCY LIMITATIONS

### Sec. 17-456. Privacy.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-457. Minimum room widths.

A habitable room, other than a kitchen, shall be not less than seven feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of three feet (914 mm) between counter fronts and appliances or counter fronts and walls.

(Ord. No. 214, 10-24-2023)

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## Sec. 17-458. Minimum ceiling heights.

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

**Exceptions:**

1. In one- and two-family dwellings, beams or girders spaced not less than four feet (1219 mm) on center and projecting not greater than six inches (152 mm) below the required ceiling height.

2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of six feet eight inches (2033 mm) with a minimum clear height of six feet four inches (1932 mm) under beams, girders, ducts and similar obstructions.

3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of seven feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of five feet (1524 mm) shall be included.

(Ord. No. 214, 10-24-2023)

## Sec. 17-459. Bedroom and living room requirements.

Every bedroom and living room shall comply with the requirements of Subsections 17-459.1 through 17-459.5.

**17-459.1. Room area.**

Every living room shall contain not less than 120 square feet (11.2 $m^2$) and every bedroom shall contain not less than 70 square feet (6.5 $m^2$) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 $m^2$) of floor area for each occupant thereof.

**17-459.2. Access from bedrooms.**

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

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

**17-459.3. Water closet accessibility.**

Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

**17-459.4. Prohibited occupancy.**

Kitchens and non-habitable spaces shall not be used for sleeping purposes.

**17-459.5. Other requirements.**

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light ventilation, room area, ceiling height and room width requirements of this article; the plumbing facilities and water-heating facilities requirements of Article V; the heating facilities and electrical receptacle requirements of Article VI; and the smoke detector and emergency escape requirements of Article VII.

(Ord. No. 214, 10-24-2023)

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## Sec. 17-460. Overcrowding.

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

TABLE A
MINIMUM AREA REQUIREMENTS

| SPACE | MINIMUM AREA IN SQUARE FEET | | |
|---|---|---|---|
| | 1—2 occupants | 3—5 occupants | 6 or more occupants |
| Living room[a, b] | 120 | 120 | 150 |
| Dining room[a, b] | No requirement | 80 | 100 |
| Bedrooms | Shall comply with Subsection 17-459.1 | | |

For SI: 1 square foot = 0.0929 $m^2$

a. See Subsection 17-460.2 for combined living room/dining room spaces.

b. See Subsection 17-460.1 for limitations on determining the minimum occupancy area for sleeping purposes.

**17-460.1. Sleeping area.**

The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 17-459.

**17-460.2. Combined spaces.**

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-461. Efficiency unit.

Nothing in this article shall prohibit an efficiency living unit from meeting the following requirements:

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

(Ord. No. 214, 10-24-2023)

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### Sec. 17-462. Food preparation.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-463—17-470. Reserved.

## *ARTICLE V. PLUMBING FACILITIES AND FIXTURE REQUIREMENTS*

## *PART 1. PLUMBING FACILITIES AND FIXTURE REQUIREMENTS*

## DIVISION 1. GENERAL

### Sec. 17-471. Scope.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-472. Responsibility.

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

(Ord. No. 214, 10-24-2023)

## DIVISION 2. REQUIRED FACILITIES

### Sec. 17-473. Dwelling units.

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

(Ord. No. 214, 10-24-2023)

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## Sec. 14-474. Rooming houses.

Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

(Ord. No. 214, 10-24-2023)

## Sec. 17-475. Employees' facilities.

Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

**17-475.1. Drinking facilities.**

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-476. Public toilet facilities.

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

(Ord. No. 214, 10-24-2023)

## Secs. 17-477—17-485. Reserved.

# DIVISION 3. TOILET ROOMS

## Sec. 17-486. Privacy.

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

(Ord. No. 214, 10-24-2023)

## Sec. 17-487. Location.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

(Ord. No. 214, 10-24-2023)

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## Sec. 17-488. Location of employee toilet facilities.

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

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-489. Floor surface.

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

(Ord. No. 214, 10-24-2023)

## Secs. 17-490—17-495. Reserved.

# DIVISION 4. PLUMBING SYSTEMS AND FIXTURES

## Sec. 17-496. General.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-497. Fixture clearances.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

(Ord. No. 214, 10-24-2023)

## Sec. 17-498. Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back-siphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

(Ord. No. 214, 10-24-2023)

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### Secs. 17-499, 17-500. Reserved.

## DIVISION 5. WATER SYSTEM

### Sec. 17-501. General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

(Ord. No. 214, 10-24-2023)

### Sec. 17-502. Contamination.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-503. Supply.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-504. Water heating facilities.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-505. Non-potable water reuse systems.

Non-potable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Subsection 17-505.1.

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**17-505.1. Abandonment of systems.**

Where a non-potable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the International Plumbing Code.

(Ord. No. 214, 10-24-2023)

### Secs. 17-506—17-510. Reserved.

## DIVISION 6. SANITARY DRAINAGE SYSTEM

### Sec. 17-511. General.

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

(Ord. No. 214, 10-24-2023)

### Sec. 17-512. Maintenance.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-513. Grease interceptors.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-514, 17-515. Reserved.

## DIVISION 7. STORM DRAINAGE

### Sec. 17-516. General.

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

(Ord. No. 214, 10-24-2023)

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**Secs. 17-517—17-520. Reserved.**

# *ARTICLE VI. MECHANICAL AND ELECTRICAL REQUIREMENTS*

## *PART 1. MECHANICAL AND ELECTRICAL REQUIREMENTS*

## DIVISION 1. GENERAL

### Sec. 17-521. Scope.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-522. Responsibility.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-523—17-525. Reserved.

## DIVISION 2. HEATING FACILITIES

### Sec. 17-526. Facilities required.

Heating facilities shall be provided in structures as required by this division.

(Ord. No. 214, 10-24-2023)

### Sec. 17-527. Residential occupancies.

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

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

(Ord. No. 214, 10-24-2023)

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## Sec. 17-528. Heat supply.

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

**Exceptions:**

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-529. Occupiable work spaces.

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

**Exceptions:**

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

(Ord. No. 214, 10-24-2023)

## Sec. 17-530. Room temperature measurement.

The required room temperatures shall be measured three feet (914 mm) above the floor near the center of the room and two feet (610 mm) inward from the center of each exterior wall.

(Ord. No. 214, 10-24-2023)

## Secs. 17-531—17-535. Reserved.

# DIVISION 3. MECHANICAL EQUIPMENT

## Sec. 17-536. Mechanical equipment and appliances.

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

(Ord. No. 214, 10-24-2023)

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### Sec. 17-537. Removal of combustion products.

Fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-538. Clearances.

Required clearances to combustible materials shall be maintained.

(Ord. No. 214, 10-24-2023)

### Sec. 17-539. Safety controls.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-540. Combustion air.

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

(Ord. No. 214, 10-24-2023)

### Sec. 17-541. Energy conservation devices.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-542—17-550. Reserved.

## DIVISION 4. ELECTRICAL FACILITIES

### Sec. 17-551. Facilities required.

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Division 5 of this Article.

(Ord. No. 214, 10-24-2023)

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## Sec. 17-552. Service.

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

(Ord. No. 214, 10-24-2023)

## Sec. 17-553. Electrical system hazards.

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

**17-553.1. Abatement of electrical hazards associated with water exposure.**

The provisions of this subsection shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

**17-553.1.1. Electrical equipment.**

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

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

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.

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

**17-553.2. Abatement of electrical hazards associated with fire exposure.**

The provisions of this subsection shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

**17-553.2.1. Electrical equipment.**

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

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

(Ord. No. 214, 10-24-2023)

## Secs. 17-554—17-560. Reserved.

# DIVISION 5. ELECTRICAL EQUIPMENT

## Sec. 17-561. Installation.

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

(Ord. No. 214, 10-24-2023)

## Sec. 17-562. Receptacles.

Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

(Ord. No. 214, 10-24-2023)

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### Sec. 17-563. Luminaires.

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15V shall have ground fault circuit interrupter protection.

(Ord. No. 214, 10-24-2023)

### Sec. 17-564. Wiring.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-565—17-570. Reserved.

## DIVISION 6. ELEVATORS, ESCALATORS AND DUMBWAITERS

### Sec. 17-571. General.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic: intervals listed in ASME A17.I, Appendix N, except where otherwise specified by the authority having jurisdiction.

(Ord. No. 214, 10-24-2023)

### Sec. 17-572. Elevators.

In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

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

(Ord. No. 214, 10-24-2023)

### Secs. 17-573—17-575. Reserved.

## DIVISION 7. DUCT SYSTEMS

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## Sec. 17-576 General.

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

(Ord. No. 214, 10-24-2023)

**REQUEST FOR ACTION**

**Date:** May 26, 2026

**To:** Linwood Town Board

**From:** Carri Levitski, Senior Advisor | Government Relations, Rum River Consultants

**CC:** Andy Schreder, Chief Building Official and Co-owner, Rum River Consultants
Roxanne Schreder, Finance & Human Resources Director and Co-owner, Rum River Consultants
Julie Dahnke, Interim Clerk

**Re:** Professional Services Agreement – Rum River Consultants

**Background**

This agenda item is also a continuation of the discussions held during the December 9, 2025 Town Board meeting and the January 13, 2026 and May 5, 2026 Town Board work sessions.

At the May 12, 2026 Town Board meeting, the Town Board approved Rum River Consultants' Subsurface Treatment System (SSTS) Program Administration Proposal as presented. RRC appreciations the Board's direction and the opportunity to expand our support of Linwood Township's SSTS program.

The proposed Professional Services Agreement has been included with prior meeting materials related to these discussions and is attached again for formal consideration. Approval of the agreement is necessary before RRC can begin work under the approved SSTS Program Administration Proposal.

If approved, the agreement would replace the current contract and provide an updated structure for RRC's continued services to Linwood Township, including the newly approved SSTS Program Administration services. The attached agreement includes exhibits which identify the applicable services, rates, billing structure, administrative procedures, and contract terms for RRC's work on behalf of the Township.

Following approval of the agreement, RRC will begin coordinating with Township staff on the following implementation items:

| Task | Details | Date |
|---|---|---|
| **Fee Schedule Ordinance** | Town Board holds a public hearing and considers approval of the proposed fee schedule ordinance amendment following public input. | June 9, 2026 |
| **SSTS Maintenance Permits** | RRC meets with Township staff to review the handoff process for administration of SSTS maintenance permits. | June 22 - 26, 2026 |
| **SSTS Code Amendment** | RRC begins work on the repeal and replacement of Linwood Town Code, Chapter 28, Article II, Sanitary Sewage Disposal Systems. | Begins after agreement approval |
| **MPCA Ordinance Review** | Proposed SSTS ordinance amendment is submitted to the Minnesota Pollution Control Agency for required review. | June 28, 2026 |
| **Ordinance Posting** | Public hearing notice is posted according to Township procedures and legal requirements. | July 17, 2026 |

| Task | Details | Date |
|---|---|---|
| **Town Board Action** | Town Board considers formal action on the proposed SSTS code amendment following required review and public process. | July 28, 2026 |
| **Ordinance Publication** | Approved summary ordinance is published according to Township procedures and statutory requirements. | August 6, 2026 |
| **MPCA Feedback / Final Review** | MPCA's timeline to review the approved ordinance is six (6) months. If feedback is needed, they will address questions to RRC staff. | December 28, 2026 |

The anticipated timeline may need to be adjusted depending on Town Board direction, Township staff coordination, MPCA review time, publication requirements, and any revisions requested during the process.

**Requested Action**
RRC and Township Staff respectfully requests that the Town Board approve the proposed Professional Services Agreement, including Attachments A through I-2, as presented.

**Suggested Motion**
Motion to approve the Professional Services Agreement between Linwood Township and Rum River Consultants, including Attachments A through I-2 as presented.

**Attachments**
- Professional Service Agreement

**LINWOOD TOWNSHIP**
**ANOKA COUNTY**
**STATE OF MINNESOTA**

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into on this **26th day of May 2026**, by and between Linwood Township, a Minnesota municipality, 22817 Typo Creek Drive, Linwood Township, Minnesota 55079 ("Jurisdiction") and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23340 Cree Street NW, St. Francis, Minnesota 55070 ("Contractor"). The Jurisdiction and the Contractor may hereinafter be referred to separately as a "party" or collectively as the "parties."

## RECITALS

**WHEREAS,** the Jurisdiction desires to enter into this Agreement with the Contractor to continue to provide services for the Jurisdiction effective May 26, 2026; and

**WHEREAS,** the Jurisdiction needs to continue fulfilling the role of a Designated Building Official pursuant to Minn. Stat. § 326B.133; and

**WHEREAS,** the Contractor has substantial experience as a Minnesota State Designated Building Official administering the Minnesota State Building Code (MSBC) and all related provisions, and is otherwise qualified to assist the Jurisdiction for the same; and

**WHEREAS,** the Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licensing of any kind that may be required to carry out said business and the tasks as set forth in this Agreement; and

**WHEREAS,** the Contractor is an independent contractor and may be engaged to perform the same or similar activities for other municipalities during the term of this Agreement and the Contractor shall not work solely on behalf of the Jurisdiction.

**NOW, THEREFORE,** for the reasons set forth above, and in consideration of the mutual promises and covenants made herein, it is agreed as follows:

1. **Designated Building Official.** The Contractor shall be the Jurisdiction's Designated Building Official and responsible for the administration of the Minnesota State Building Code for the prices set forth on Exhibit A attached hereto (the "Designated Services"). The Contractor shall perform the Designated Services in the capacity of a Minnesota State certified Building Official, in accordance with applicable Jurisdiction Ordinances and Minnesota law. The primary Jurisdiction staff contact for this scope of service shall be the Town Clerk.

2. **Delegated Building Official.** The Contractor shall be the Jurisdiction's Delegated Building Official for public buildings and state-licensed facilities for the prices set forth on Exhibit B attached hereto (the "Delegated Services"). The Contractor shall perform the Delegated Services as approved by the Minnesota Department of Labor and Industry, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

3. **Delegated Plumbing Official.** The Contractor shall be the Jurisdiction's Administrative Authority for plumbing systems that affect the public health in any manner according to Minn. R. 1300.0215, Minn. R. 4714, Minn. Stat. § 326B.41 to § 326B.49, and the Minnesota State Plumbing Code for the prices set forth on Exhibit C attached hereto (the "Plumbing Services"). The Contractor shall perform the Plumbing Services in the capacity of the Authority Having Jurisdiction (the "AHJ"), as approved by the Minnesota Department of Labor and Industry, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

4. **Delegated Fire Construction and Operational Permit Administration.** The Contractor shall be the Jurisdiction's Delegated Fire Construction and Operational Permit Official for the prices set forth on Exhibit D attached hereto (the "Fire Services"). The Contractor shall perform the Fire Services in the capacity of the Authority Having Jurisdiction (the "AHJ"), as approved by the Minnesota Department of Labor and Industry and/or the Minnesota State Fire Marshal, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

5. **Subsurface Sewage Treatment Systems (SSTS) Program Administrator.** The Contractor shall be the Jurisdiction's SSTS Professional and shall administer the Jurisdiction's SSTS program for the prices set forth on Exhibit E attached hereto (the "SSTS Services"). The Contractor shall perform the SSTS Services in the capacity of a Minnesota Pollution Control Agency certified SSTS Inspector, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

6. **Rental Licensing Administration Services.** The Contractor shall be the Jurisdiction's Rental Licensing Program Official and shall administer the Jurisdiction's rental licensing program for the prices set forth on Exhibit F attached hereto (the "Rental Services"). The Contractor shall perform the Rental Services in the capacity of an International Code Council certified Property Maintenance and Housing Inspector, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

7. **Property Maintenance & Code Compliance.** The Contractor may be the Jurisdiction's Property Maintenance Code Compliance Official and shall administer the Jurisdiction's code compliance and enforcement program for the prices set forth on Exhibit G attached hereto (the "Compliance Services"). The Contractor shall perform the Compliance Services, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

8. **Zoning Services.** The Contractor may provide supplemental zoning services for the prices set forth on Exhibit H attached hereto (the "Zoning Services"). The Contractor shall perform the Zoning Services, at the direction of the Town Clerk, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.

9. **Technology Services.** The Contractor offers the use of Google Drive ("Google") and Baseline Technologies, Inc. ("Baseline") as a direct operational benefit to the Jurisdiction in the delivery of the Services identified in Exhibits A–H. Except as otherwise expressly provided in this Agreement or agreed upon in writing by the parties, the Contractor bears the primary cost of technology systems, software subscriptions, software-as-a-service platforms, and equipment necessary to perform the Services, including the applicable Google and Baseline modules used by the Contractor in providing services to the Jurisdiction.

   In connection with such use, the Jurisdiction and Baseline shall enter into a separate agreement, substantially in the form attached hereto as Exhibit I (the "Baseline Agreement"), which governs the Jurisdiction's direct access to and use of Baseline by Jurisdiction staff. The Baseline Agreement is intended to operate in coordination with this Agreement and does not require separate payment by the Jurisdiction unless and until expressly provided therein.

   Any technology fees associated with applicant use of the Baseline platform shall be collected by the Contractor and remitted to Baseline through the Contractor's monthly invoicing process, as further described in the Baseline Agreement.

10. **Reporting Services.** The Jurisdiction is responsible for all Minnesota State mandated reporting requirements. If the Jurisdiction requests the Contractor generate reports as requested by the general public or a government agency, the Contractor will bill the Jurisdiction as agreed upon as set forth in this Agreement.

11. **Transportation Expenses.** The Contractor shall provide transportation to meetings and site inspections within the Jurisdiction at no additional cost.

12. **Cost for Services.** The Contractor reserves the right to change the prices and services offered in the attached Exhibits A-H. The Contractor shall provide the Jurisdiction sixty (60) days written notice in advance of any such proposed changes. The Jurisdiction agrees that while performing services identified in the attached Exhibits A-H, the Contractor is acting as a "public official" on the Jurisdiction's behalf.

13. **Billing and Payment.** Invoices shall be submitted periodically (customarily monthly) and are due and payable within thirty-five (35) days of receipt by the Jurisdiction. Past due balances may accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

14. **Term.** This Agreement shall commence on the date written above and be renewed automatically each calendar year (referred to herein as the "Term"), unless terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.

15. **Amendments.** If work is requested by the Jurisdiction outside of the Services set forth in the attached Exhibits, such work shall not commence until the parties agree to the terms, scope, price, and other details in writing (including via email). Such additional work shall be subject to the terms and conditions of this Agreement.

16. **Termination.** Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. In the event of a material breach, the Agreement may be terminated with ten (10) days written notice to the other party. In the event the Jurisdiction elects to terminate based upon an alleged material breach, the Contractor shall have ten (10) days (or the least amount of time reasonably necessary if longer than ten (10) days) to cure the breach.

17. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

18. **Independent Contractor.** The Contractor shall perform the Services identified in the attached Exhibits as an independent contractor of the Jurisdiction, and not as an employee. No withholdings or deductions shall be made from payments due to the Contractor. The Contractor shall not be eligible for benefits, workers compensation, or unemployment benefits. To the extent allowable by law, the Contractor may subcontract the performance of certain administrative or other duties under the Agreement. The Contractor shall be responsible for the performance of all subcontractors.

19. **Performance.** The Contractor shall complete the performance of Services in the attached Exhibits in accordance with the conditions described in this Agreement. The Contractor shall maintain all certifications and/or licenses required by the State of Minnesota. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Code Official.

20. **Warranty of Workmanship and Timely Completion.** The Contractor warrants that all work completed for and within the Jurisdiction shall be done in a workmanlike and timely manner in accordance with applicable industry standards. If the Jurisdiction receives complaints or comments regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

21. **Regulatory Compliance.** The Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Contractor is responsible. The Contractor shall procure, at the Contractor's expense, all licenses, or other rights required for the provision of the Services. Any violation of federal, state, or local laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license, permit, or certification by the Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle the Jurisdiction to terminate this Agreement effective as of the date of such violation, failure, or loss.

22. **Data Practices Compliance.** The Contractor will have access to data collected or maintained by the Jurisdiction to the extent necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the Jurisdiction in the same manner as the Jurisdiction is required under Minn. Stat. § Chapter 13 Government Data Practices. The Jurisdiction is responsible for all data requests for permits that are currently inactive. The Contractor is responsible for all data requests for permits that are currently active. For the purposes of this section, active means permits that have not been

closed out by the Contractor and inactive means permits that have been closed out by the Contractor. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Jurisdiction.

23. **Insurance.** During the entire term of this Agreement, the Contractor shall maintain the following and will provide the Jurisdiction with evidence of the same upon request: (1) Commercial general liability insurance coverage with a policy limit of at least $1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limit of at least $1,500,000; and (3) Workers' compensation insurance. If the Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation, the Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts the Contractor from having to carry such coverage. If the Contractor is required by law to carry workers' compensation insurance, the Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Jurisdiction that the Contractor maintains insurance coverage pursuant to the terms of this Agreement. Jurisdiction shall be named as an additional insured on the commercial general liability insurance policy, providing proof of the same to Jurisdiction upon request.

24. **Subject to Audit.** In accordance with Minnesota law, the Contractor agrees that all books, records, documents, and accounting practices directly related to the use of public funds under this Agreement are subject to examination by the Jurisdiction and either the Legislative Auditor or State Auditor, as applicable, for a period of at least six (6) years from the termination of this Agreement. If the Jurisdiction requests the State Auditor to perform the audit, the Jurisdiction shall bear the cost. If the Contractor requests the State Auditor to perform the audit, the Contractor shall bear the cost.

25. **Indemnification, Hold Harmless, and Defend.** Any claims that arise against the Contractor, its agents or employees as a consequence of any act of malice and without good faith on the part of the Contractor or its agents or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act of malice and without good faith of the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

    This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the Jurisdiction of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code.

26. **Choice of Law and Venue.** This Agreement is being executed in and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with Minnesota law. The parties hereto consent and agree that any legal action arising from or related to the Agreement shall be in Anoka County District Court, State of Minnesota.

**27. Merger.** The parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions between them.

**28. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of email, or other electronic medium shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF,** the parties hereto have signed and executed this Agreement, both in duplicate, on the day and year first above written.

**JURISDICTION**

_____
Jonn Olson, Chairman

**ATTEST:**

_____
Julie Dahnke, Interim Clerk

**CONTRACTOR**

_____
Andy Schreder, Owner

_____
Roxanne Schreder, Owner

**ATTEST**

_____
Carri Levitski, Senior Advisor | Government Relations

**Exhibit A**
**Designated Services**

**These fees apply to state-designated building official services.**

1. **Building Official Designation for Inspection Services and Additional Requested Work.**
   - **a.** Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 80% plan review fees and 80% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
   - **b.** The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation is determined using information published by the State of Minnesota, the International Code Council (ICC), and as outlined in the Building Valuation Data (BVD) table based on regional market conditions and adopted by the Jurisdiction.
   - **c.** The Contractor will submit invoices following the issuance of permits and/or fees charged.
   - **d.** All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
   - **e.** The Contractor will receive 100% of the following fees collected by the Jurisdiction:
     - **i.** Investigation fees
     - **ii.** Reinspections
     - **iii.** Site inspections
     - **iv.** Reissued permits
     - **v.** Temporary Certificate of Occupancies
     - **vi.** Copying and postage
     - **vii.** Plan review: repetitive, administrative, or additional plan revisions
     - **viii.** Late fees
     - **ix.** Hourly rate costs
     - **x.** Technology service charge (includes license verification)
     - **xi.** License verification, if separate

2. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to the building code requirements in preparation for an anticipated application for building inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:
   - **a.** The Contractor will bill the Jurisdiction at a rate of $95.00 per hour
   - **b.** A two-hour minimum will apply for in-person meetings
   - **c.** A one-hour minimum will apply for virtual meetings; and
   - **d.** Advance consent from the Town Clerk is required for any meetings beyond the two included at no cost.

3. **Minimum Fees.** The following minimum fees shall be payable to the Contractor:
   - **a.** Residential permits: $100.00 and will include at least one inspection.
   - **b.** Residential technical plan review: $65.00.

**c.** Residential administrative plan review: $25.00

**d.** Non-residential or Multi-family permits: $100.00 and will include at least one inspection.

**e.** Non-residential or Multi-family technical plan review: $65.00.

**f.** Non-residential or Multi-family administrative plan review: $25.00

4. **After Hours, Emergency Services, and Hazardous Buildings.** The Contractor may provide these services and bill the Jurisdiction at a rate of $125.00 per hour, per person with a two-hour minimum:

   **a.** Inspections or meetings requested outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm), or outside of an agreed-upon work schedule.

   **b.** Emergency disaster response.

   **c.** Evaluation of buildings following natural or manmade disasters.

   **d.** Properties identified as hazardous buildings, as defined under Minnesota Statutes §463.15.

5. **Jurisdiction Meeting Attendance Provisions.** The Contractor may attend the following meetings without charge to the Jurisdiction. Additional meetings beyond these provisions will be billed at a rate of $95.00 per hour. A two-hour minimum applies for in-person meetings, and a one-hour minimum applies for virtual meetings.

   **a.** Up to two Jurisdiction-requested (2) City Council meetings annually.

   **b.** Up to one (1) staff-requested or standing department meeting per month.

6. **Other Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit A, the Contractor will bill the Jurisdiction at a rate of $95.00 per hour.

**Exhibit B**
**Delegated Services**

**These fees apply to building administration services for public buildings and state-licensed facilities.**

1. **State-Delegated Building Permit Administration, Plan Review, Inspection Services, and Additional Requested Work.**
   - **a.** Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 85% plan review fees and 85% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
   - **b.** The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation is determined using information published by the State of Minnesota and the International Code Council (ICC).
   - **c.** The Contractor will submit invoices following the issuance of permits and/or fees charged.
   - **d.** All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
   - **e.** The Contractor will receive 100% of the following fees collected by the Jurisdiction:
     - **i.** Investigation fees
     - **ii.** Reinspections
     - **iii.** Site inspections
     - **iv.** Reissued permits
     - **v.** Temporary Certificate of Occupancies
     - **vi.** Copying and postage
     - **vii.** Plan review: repetitive, administrative, or additional plan revisions
     - **viii.** Late fees
     - **ix.** Hourly rate costs
     - **x.** Technology service charge (includes license verification)
     - **xi.** License verification, if separate

2. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to the building code requirements in preparation for an anticipated application for state-delegated permit and inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:
   - **a.** The Contractor will bill the Jurisdiction at a rate of $110.00 per hour
   - **b.** A two-hour minimum will apply for in-person meetings
   - **c.** A one-hour minimum will apply for virtual meetings; and
   - **d.** Advance consent from the Town Clerk is required for any meetings beyond the two included at no cost.

3. **Minimum Fees.** The following minimum fees shall be payable to the Contractor:
   - **a.** Non-residential or Multi-family permits: $100.00 and will include at least one inspection.
     - **i.** Non-residential or Multi-family administrative plan review: $25.00
   - **b.** Non-residential or Multi-family technical plan review: $150.00.

4. **Other State-Delegated Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit B, the Contractor will bill the Jurisdiction at a rate of $110.00 per hour.

**Exhibit C**
**Plumbing Services**

**These fees apply to the administration of plumbing systems that affect the public health in any manner.**

5. **Pre-Existing Permit Administration.** The Contractor recommends that the Jurisdiction's previous Plumbing Code Official or Service Provider complete and close out all permits issued before the effective date of this Agreement. If this is not feasible, the Contractor shall be compensated for work performed on such permits under one of the following fee structures, depending on the project scope left to be finished:

   **a.** *Hourly Rate Structure.* The Contractor may invoice the Jurisdiction at a rate of $110.00 per hour for all time spent administering permits issued prior to the effective date of this Agreement. Billable activities under this provision include, but are not limited to:

      **i.** Reviewing project history and documentation to establish familiarity with the scope and status;

      **ii.** Performing field inspections, including travel time within the Jurisdiction limits; and

      **iii.** Conducting administrative functions related to the completion or closure of the permits.

   **b.** *Percentage-Based Fee Structure.* If the Contractor determines that a comprehensive plan review is required for an existing permit, the Contractor shall be authorized to invoice the Jurisdiction 85% of the standard Plan Review Fee and 85% of the applicable Permit Fee, as identified in the Jurisdiction's adopted fee schedule.

6. **State-Delegated Plumbing Permit Administration, Plan Review, Inspection Services, and Additional Requested Work.**

   **a.** Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 85% plan review fees and 85% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.

   **b.** The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation is determined using information published by the State of Minnesota.

   **c.** The Contractor will submit invoices following the issuance of permits and/or fees charged.

   **d.** All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.

   **e.** The Contractor will receive 100% of the following fees collected by the Jurisdiction:

      **i.** Investigation fees

      **ii.** Reinspections

      **iii.** Site inspections

      **iv.** Reissued permits

      **v.** Copying and postage

      **vi.** Plan review: repetitive, administrative, or additional plan revisions

      **vii.** Late fees

      **viii.** Hourly rate costs

      **ix.** Technology service charge (includes license verification)

      **x.** License verification, if separate

7. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to plumbing code requirements in preparation for an anticipated application for state-delegated plumbing permit, plan review, and inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:

    **a.** The Contractor will bill the Jurisdiction at a rate of $110.00 per hour

    **b.** A two-hour minimum will apply for in-person meetings

    **c.** A one-hour minimum will apply for virtual meetings; and

    **d.** Advance consent from the Town Clerk is required for any meetings beyond the two included at no cost.

8. **Minimum Fees.** The following minimum fees shall be payable to the Contractor:

    **a.** Non-residential or Multi-family permits: $114.75 and will include at least one inspection.

        **i.** Non-residential or Multi-family administrative plan review: $25.00

    **b.** Non-residential or Multi-family technical plan review: $114.75.

9. **Other State Plumbing-Delegated Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit C, the Contractor will bill the Jurisdiction at a rate of $110.00 per hour.

**Exhibit D**
**Fire Protection System & Operating Permit Services**

**These fees apply to delegated fire construction and operational permit administration.**

1. **State-Delegated Fire Protection Systems Administration, Plan Review, Inspection Services, and Additional Requested Work.**
   - **a.** Administration services required to conduct plan review and perform required inspections associated with fire construction permits will be charged 85% plan review fees and 85% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
   - **b.** The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees.
   - **c.** All fire construction permits for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
   - **d.** The Contractor will submit invoices following the issuance of permits and/or fees charged.
2. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to the code requirements in preparation for an anticipated application for fire inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:
   - **a.** The Contractor will bill the Jurisdiction at a rate of $110.00 per hour
   - **b.** A two-hour minimum will apply for in-person meetings
   - **c.** A one-hour minimum will apply for virtual meetings; and
   - **d.** Advance consent from the Town Clerk is required for any meetings beyond the two included at no cost.
3. **Minimum Fees.** The following minimum fees shall be payable to the Contractor:
   - **a.** Non-residential or Multi-family permits: $114.75 and will include at least one inspection.
     - **i.** Non-residential or Multi-family administrative plan review: $25.00
   - **b.** Non-residential or Multi-family technical plan review: $114.75.
4. **Fire Operational Permits.**
   - **a.** Division into Cycles and Inspection Frequency: Fire operational permits will be divided into two administrative cycles. Property owners will be required to renew their permits biennially, and each building, or portion thereof, will be inspected within that two-year period. The start and end dates of each cycle will be mutually agreed upon by the Contractor and the Fire Chief.
   - **b.** Fee Structure: The Contractor will charge the Jurisdiction 85% of the fire operational permit fee as calculated in accordance with the adopted fee schedule, or $297.50 per property, whichever is greater.

**c.** Communication and Mailings: The Contractor encourages the use of electronic communication for renewal notices and related correspondence. If the Jurisdiction allows mail-in renewals, all actual costs associated with mailings – including postage, printing, and handling – will be billed to the Jurisdiction. These costs will be itemized and documented.

**d.** The Contractor will receive 100% of the following fees collected by the Jurisdiction:

**i.** Investigation fees

**ii.** Reinspections

**iii.** Site inspections outside the license cycle

**iv.** Reissued permits

**v.** Copying and postage

**vi.** Plan review: repetitive, administrative, or additional plan revisions

**vii.** Late fees

**viii.** Hourly rate costs

**ix.** Technology service charge (includes license verification)

**x.** License verification, if separate

**5. Other Fire-Delegated Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit D, the Contractor will bill the Jurisdiction at a rate of $110.00 per hour.

**Exhibit E**
**SSTS Services**

**These fees apply to administration of the subsurface sewage treatment system (SSTS) program.**

1. **SSTS Construction Permit and Inspection Services.**
   **a.** SSTS Services required to conduct design plan review, and all required inspections associated with a particular SSTS project will be due to the Contractor as follows:

| Description | Minimum Fee |
|---|---|
| SSTS: Type I, II, or III (new or replacement) | $450.00 (includes soil verification) |
| SSTS: Type IV or V (new or replacement for performance or engineered systems) | $375.00 (Jurisdiction pays additional actual cost of other licensed professionals as required for specialty systems. Permit applicant shall pay the Jurisdiction for services rendered) |
| Holding Tank (additional maintenance and operating permits required) | $350.00 (includes first years' operating permit) |
| Soil Site Review (charged in addition to the land use application) | $250.00 + $100.00 per lot |
| Alteration or Extension | $200.00 |
| SSTS Abandonment/Removal | $125.00 |
| SSTS Reinspection | $95.00 per hour, 1 hour minimum |

   **b.** The Contractor will submit invoices following the issuance of permits and/or fees charged.

   **c.** All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.

   **d.** The Contractor will receive 100% of all SSTS related permits and the following fees collected by the Jurisdiction:

   **i.** Investigation Fees
   **ii.** Reinspections
   **iii.** Site inspections
   **iv.** Reissued permits
   **v.** Copying and postage
   **vi.** Late fees
   **vii.** Hourly rate costs
   **viii.** Technology service charge (includes license verification)

2. **Operating Permits.** Operating permits for all systems installed under Minn. R. § 7080.2290, § 7080.2350, 7080.2400, and § 7081 are required by the Jurisdiction's SSTS Ordinance. The Contractor shall administer operating permits, file all records, and communicate with property owners as needed regarding documentation or renewal. The Contractor's minimum charge for operating permits is $200.00, or the fee identified on the Jurisdiction's adopted fee schedule, whichever is greater.

3. **Assessment/Maintenance/Pumping Permits.** Minn. R. § 7080.2450 require all owners of individual sewage treatment systems to have their systems assessed at least every three (3) years. The Contractor shall

administer assessment/maintenance/pumping permits, file all records, and communicate with property owners as needed regarding documentation or renewal. The Contractor's minimum charge for assessment/maintenance/pumping permits is $200.00, or the fee identified on the Jurisdiction's adopted fee schedule, whichever is greater.

4. **Compliance Report Tracking and Enforcement.** Compliance report tracking and enforcement services include notification of non-compliance, tracking, and documentation of required corrective actions, follow-up communications, coordination with Jurisdiction staff and legal counsel as necessary, and maintenance of related records. These services shall be billed to the Jurisdiction at a rate of $95.00 per hour, with an anticipated average of two (2) hours per non-compliant report. Compliant reports are processed at no charge to the Jurisdiction.

5. **Annual Minnesota Pollution Control Agency (MPCA) Reporting.** Annual MPCA reporting services include compiling program data and records; documenting new SSTS construction, repairs, maintenance activities, compliance monitoring, enforcement actions, and installer information; and completing and submitting the required annual SSTS program report to the Minnesota Pollution Control Agency. These services are estimated at 10 – 16 hours annually and the Contractor will bill the Jurisdiction at a rate of $95.00 per hour for this service.

6. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to code requirements in preparation for an anticipated SSTS application. If additional meetings are requested beyond the initial two, the following terms shall apply:

   **a.** The Contractor will bill the Jurisdiction at a rate of $95.00 per hour

   **b.** A two-hour minimum will apply for in-person meetings

   **c.** A one-hour minimum will apply for virtual meetings; and

   **d.** Advance consent from the Town Clerk is required for any meetings beyond the two included at no cost.

7. **Other Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit E, the Contractor will bill the Jurisdiction at a rate of $95.00 per hour.

**Exhibit F**
**Rental Services**

**These fees apply to rental licensing program administration.**

## 1. Rental License Program Administration.

**a.** Adoption of the IPMC: If the Contractor administers the Jurisdiction's rental licensing program, the Contractor will work with the Jurisdiction to ensure the most recent version of the International Property Maintenance Code (IPMC) has been adopted, with the version year specified. The Jurisdiction may adopt the IPMC as written or with specific amendments.

**b.** Division into Cycles and Inspection Frequency: Rental units will be divided into two administrative cycles. Property owners will be required to renew their rental licenses biennially, and each unit will be inspected within that two-year period. The start and end dates of each cycle will be mutually agreed upon by the Contractor and Jurisdiction.

If the Jurisdiction has fifty (50) or fewer licensed rental units, the program will be administered on a single-cycle basis, with all units due for inspection and renewal within the same biennial period.

**c.** Fee Structure:

**i.** *Condo:* The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or $127.50 per unit, whichever is greater.

**ii.** *Townhome (attached or detached):* The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or $170.00 per unit, whichever is greater.

**iii.** *Single family:* The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or $212.50 per unit, whichever is greater.

**iv.** *Duplex:* The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or $255.00 per building, whichever is greater.

**v.** *Multi-family 3+ units:* The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or a minimum of $340.00 per building plus $21.25 per unit, whichever is greater.

**vi.** *Annual Fee Schedule:* The Contractor will review the license fee schedule annually and provide recommended updates to the Jurisdiction to ensures fees remain aligned with the services provided.

**vii.** *Reinspections:* The initial inspection and one reinspection are included in the rental license fee. Additional inspections following the first reinspection shall be as follows:

i. Condos, Townhomes, Single Family, or Duplexes: $95.00

ii. Multi-family 3+ units: $95.00 per hour, one (1) hour minimum

**viii.** Inspections outside of the licensing cycle (e.g. tenant concerns): $95.00 per hour, with a one-hour minimum.

**ix.** The Contractor will receive 100% of the following fees collected by the Jurisdiction:

i. Reinspections

ii. Site inspections (outside of the licensing cycle)

iii. Copying and postage

iv. Late fees

v. Hourly rate costs

vi. Baseline Technology fee

**d.** Communication and Mailings: The Contractor encourages the use of electronic communication for renewal notices and related correspondence. If the Jurisdiction allows mail-in renewals, all actual costs associated with mailings – including postage, printing, and handling – will be billed to the Jurisdiction. These costs will be itemized and documented.

**2. Other Rental Licensing Program Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit F, the Contractor will bill the Jurisdiction at a rate of $95.00 per hour.

**Exhibit G**
**Compliance Services**

**These fees apply to Property Maintenance and Code Compliance Enforcement.**

1. **Property Maintenance & Code Compliance.** If the Contractor is requested by the Jurisdiction to perform code compliance administration and nuisance abatement services, including but not limited to, issuing stop work orders, addressing work conducted without permits, enforcement of erosion control measures, conducting site completion agreement or escrow inspections, or performing investigation inspections, the following terms shall apply:

   **a.** Hourly Rate: All code compliance and nuisance abatement services will be billed at a rate of $95.00 per hour. This includes inspections, verbal and written correspondence, reporting, and preparation for and participation in meetings, hearings, and court proceedings.

   **b.** Inclusions: The hourly rate covers all standard activities related to code enforcement. If extraordinary services are required – such as expert witness testimony or involvement in extended legal proceedings – additional charges may apply. Any such charges will be communicated to the Jurisdiction and agreed upon in advance.

   **c.** Billing and Documentation: The Contractor will invoice the Jurisdiction regularly, providing detailed time logs and descriptions of services performed to ensure transparency and accountability.

   **d.** General Provisions: The Contractor will maintain confidentiality and comply with all applicable laws and regulations. Both parties agree to cooperate and communicate promptly to support the effective administration and resolution of code compliance matters.

2. **Other Property Maintenance and Code Compliance Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit G, the Contractor will bill the Jurisdiction at a rate of $95.00 per hour.

**Exhibit H**
**Zoning Services**

**These fees apply to supplemental planning and zoning services.**

1. **Zoning Supplemental Services.**

   **a.** If the Jurisdiction requests the Contractor provide zoning supplemental services on an as-needed basis, the Contractor will agree to the request and bill at a rate of $95.00 per hour. Available services may include:

      **i.** Responding to zoning district inquiries (e.g. setbacks and allowable uses).

      **ii.** Reviewing preliminary site plans.

      **iii.** Reviewing and completing zoning letter requests.

      **iv.** Reviewing and administering variances, interim use permits, and conditional use permits.

      **v.** Reviewing and administering site completion agreements or building permit escrow agreements.

      **vi.** Inspection-only services for zoning permits (e.g. driveways, fences, accessory structures 200 square feet and under, agricultural zoning permits).

      **vii.** Topsoil verification inspections.

   **b.** If the Contractor is requested to perform a zoning review in conjunction with a building permit, the plan review fee will be billed at 90% of the standard plan review rate.

2. **Other Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit H, the Contractor will bill the Jurisdiction at a rate of $95.00 per hour.

**Exhibit I**
**Baseline Agreement**

**BASELINE PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this "**Agreement**"), effective as of the **26th day of May 2026** (the "**Effective Date**"), is by and between Baseline Technologies, Inc., a Minnesota corporation ("**Provider**"), and Linwood Township ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, Provider provides access to the Services to its customers; and

**WHEREAS**, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

(a) ***"Activation Event"*** means the termination or expiration of Customer's contractual relationship with Rum River Consultants for building inspection services.

(b) ***"Aggregated Statistics"*** means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) ***"Authorized User"*** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(d) ***"Customer Data"*** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) ***"Documentation"*** means Provider's end user documentation relating to the Services available at https://baselinetech.co/.

(f) ***"Provider IP"*** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(g) ***"Services"*** means the software-as-a-service offering described in Exhibit I-1.

2. **Access and Use**.

(a) **Provision of Access.** Subject to and conditioned on Customer's compliance with all other terms and conditions of this Agreement and following an Activation Event, Customer's payment of applicable Fees, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) **Use Restrictions.** Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Customer's breach or non-compliance with any term or condition of this Agreement. or (F) Provider's

provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension. Provider will not credit, refund, or suspend any obligation of Customer to make timely payment of Fees following an Activation Event during any Service Suspension, except as set forth in Exhibit I-2.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, and (iii) use Aggregated Statistics for any Provider business purpose, including product improvement, marketing, and analytics.

3. **Customer Responsibilities**. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. **Service Levels and Support**.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit I-2.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on Exhibit I-2 for the Term.

5. **Fees and Payment**.

(a) **Fees**. Except as otherwise provided in this Section, no fees are due under this Agreement unless and until an Activation Event occurs.

(i) Prior to an Activation Event, any technology fees associated with applicant use of the Services shall be collected by Rum River Consultants and remitted to Provider in accordance with Rum River Consultants' agreement with Customer, and Customer shall have no obligation to remit such fees directly to Provider.

(ii) Following an Activation Event, Customer shall be responsible for paying all fees under this Agreement directly to Provider, in accordance with the fees mutually agreed upon in writing by the Parties and set forth in Exhibit I-1 with a written amendment to this Agreement.

(b) **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) **Auditing Rights and Required Records**. Customer agrees to maintain complete and accurate records following an Activation Event in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder.

6. **Confidential Information**. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such

Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Intellectual Property Ownership; Feedback**.

(a) **Provider IP**. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) **Customer Data**. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, including the right to process, store, and transmit the data, as well as create backups. Additionally, Customer grants Provider a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. For the avoidance of doubt, Provider shall not publicly display Customer Data.

(c) **Feedback**. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. **Limited Warranty and Warranty Disclaimer**.

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in Exhibit I-2 when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit I-2. The remedies set forth in Exhibit I-2 are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a).

(b) Except for the limited warranty set forth in Section 8(a), the Provider IP is provided “as is,” and Provider hereby disclaims all warranties, whether express, implied, statutory, or otherwise. Provider specifically

disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Except for the limited warranty set forth in Section 8(a), Provider makes no warranty of any kind that the Provider IP, or any products or results of the use thereof, will meet Customer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error-free.

9. **Indemnification**.

(a) **Provider Indemnification**.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. Customer shall have the remedy of termination in Section 11(b)(ii) below if the modified or replacement Services are materially deficient to the existing Services.

(iii)This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) **Customer Indemnification**. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the

right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) **Sole Remedy**. This Section 9 sets forth Customer's sole remedies and Provider's sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party. In no event will Provider's liability under this Section 9 exceed $5,000.

10. **Limitations of Liability**. In no event will Provider be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value, or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay, or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, in each case regardless of whether Provider was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will Provider's aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed twelve months' fees paid to Provider under this Agreement in the twelve-month period preceding the event giving rise to the claim.

11. **Term and Termination**.

(a) **Term**. The term of this Agreement begins on the Effective Date and continues until terminated in accordance with this Agreement (the "Term").

(b) **Termination**. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer, following an Activation Event, (A) fails to pay any amount when due hereunder, and such failure continues more than 60 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6.

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 90 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit

of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) **Effect of Expiration or Termination**. Upon earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. For clarity, no Fees shall be deemed to have accrued or become payable under. This Agreement unless an Activation Event has occurred and fees have been mutually agreed upon in writing pursuant to this Agreement.

(d) **Survival**. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. **Miscellaneous**.

(a) **Entire Agreement**. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) **Force Majeure**. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or

slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, pandemics, epidemics, public health emergencies, cyber-attacks, and telecommunications failures.

(d) **Amendment and Modification; Waiver**. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) **Severability**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Governing Law; Submission to Jurisdiction**. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the County of Anoka, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) **Assignment**. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) **Export Regulation**. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer

Data outside the US. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any country to which export is prohibited under US laws and regulations.

(i) **Equitable Relief**. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LINWOOD TOWNSHIP**

_____

Jonn Olson, Chairman

**ATTEST:**

_____

Julie Dahnke, Interim Clerk

**BASELINE TEHNOLOGIES**

_____

Adam Schreder, Chief Operations Officer

ATTEST:

_____

Carri Levitski, Witness

## EXHIBIT I-1

Capitalized terms used but not defined in this Exhibit I-1 have the meaning given to those terms in the Agreement.

A. **DESCRIPTION OF SERVICES**: Baseline software relating to the application for, and administration of, permits for building, plumbing, electrical, septic, mechanical, fire systems, and rental/business/animal licenses.

B. **FEES**: Unless and until an Activation Event occurs and such fees are mutually agreed upon in writing, Customer shall have no payment obligations under this Agreement. Following an Activation Event, Customer shall make all payments hereunder in US dollars in accordance with the fees mutually agreed upon in writing by the Parties. The Parties acknowledge that, prior to an Activation Event, the Services are provided to Customer through Provider's separate contractual relationship with Rum River Consultants, and that no separate fees are due under this Agreement for such Services during that period.

   (a) Prior to an Activation Event, any technology surcharge described herein shall be collected by Rum River Consultants and remitted to Provider. Following an Activation Event, such fees shall be paid directly by Customer to Provider.

C. **TECHNOLOGY SERVICE CHARGE**: Following an Activation Event and subject to mutual written agreement of the Parties, permit applicants may be required to pay a technology service charge, currently anticipated to be $10 per application, which amount may be adjusted from time to time by mutual agreement. Any such technology service charge shall be paid to Provider.

D. **DATA IMPORT FEE**: Following an Activation Event and if Customer elects to have data imported from its prior permit application system, Customer shall pay Provider professional fees at a rate to be mutually agreed upon at that time for such data import services.

Provider and Customer may mutually agree in writing to add additional services or modules not otherwise provided through Customer's relationship with Rum River Consultants, which shall be subject to a separate written agreement or amendment.

## EXHIBIT I-2
## SERVICE LEVELS AND SUPPORT

Customer agrees to provide the necessary time, resources, and personnel to support the implementation of Provider's services and applications. Provider reserves the right to modify, enhance, or update the Services at its sole discretion.

Customer will be entitled to unlimited technical support during Provider’s business hours (8:00 AM to 5:00 PM Central, Monday through Friday) at no additional cost. A contact number will be provided for critical issues outside business hours. Support is provided via email or phone. Phone support includes screen sharing when required. Additional expenses may apply for support services on holidays or weekends.

Provider reserves the right to limit or decline support requests that it deems excessive or abusive, examples include, but are not limited to, continuous emails on the same support ticket after a question has already been answered, not using the designated support channels, and abuse to support staff.

# *COURI & RUPPE, P.L.L.P*

***Michael C. Couri****
***Robert T. Ruppe*****
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***Also Licensed in California*

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**April 27, 2026**

Linwood Township Board of Supervisors
22817 Typo Creek Drive NE
Stacy, MN 55079

*Emailed to Interim Clerk for individual distribution to all current Town Board Supervisors*

**RE: ELIMINATION OF ELECTRONIC POLL BOOKS**

Supervisors of the Linwood Town Board,

This memorandum addresses recent claims circulated by the Anoka County Election Integrity Team (ACEIT) and adopted by the City of Oak Grove regarding the supposed authority of municipalities to discontinue electronic pollbooks. In my professional opinion, these claims rely heavily on advocacy positions rather than statutory authority and reflect a misunderstanding and misapplication of Minnesota election law. This memorandum clarifies the governing statutes, explains why Minn. Stat. § 201.225, subd. 6 does not authorize discontinuation of electronic pollbooks and reaffirms the mandatory continuation requirement in Minn. Stat. § 206.58, subd. 1. This memorandum also cites my March 27, 2026, and April 6, 2026, memos previously provided to the Board.

**I. ACEIT's Advocacy Approach and Lack of Statutory Analysis**

ACEIT's materials focus primarily on policy preferences and advocacy positions rather than statutory authority. Their communications urge municipalities to "return to paper" without identifying any statute that authorizes such action after adoption of an electronic voting system. The materials do not analyze the controlling statute, Minn. Stat. § 206.58, subd. 1, nor do they address the 2023 amendment to the same statute that added the mandatory continuation requirement. Instead, ACEIT relies on broad assertions that municipalities "may choose" to discontinue electronic pollbooks, without identifying any legal basis for that claim. As a result, municipalities that rely on ACEIT's materials risk acting outside the scope of their legal authority.

**II. Oak Grove's Reliance on Minn. Stat. § 201.225, subd. 6 Was Misplaced**

I watched the relevant portions of the City of Oak Grove's February 24, 2026, City Council Meeting. Amidst a dearth of statutory analysis, the City of Oak Grove relied on Minn. Stat. §

201.225, subd. 6 as authority to discontinue electronic pollbooks. This statute is a notice provision that requires a municipality to notify the Secretary of State 90 days before first use of electronic rosters. The statute states that the notification remains valid unless revoked, but this language refers only to the administrative notice itself. It does not authorize a municipality to revoke the use of electronic pollbooks after adoption. As explained in my March 27, 2026, memo, the Township adopted an electronic voting system in 2018 when it executed the Election Equipment Use Agreement with Anoka County. Once adoption occurs, the controlling statute is Minn. Stat. § 206.58, subd. 1, not § 201.225. Oak Grove's interpretation conflates a procedural notice requirement with substantive authority to discontinue use, which the statute does not provide.

**III. Minn. Stat. § 206.58, subd. 1 Was Amended in 2023 to Make the Use of Electronic Voting Systems Irreversible After Adoption**

The 2017 version of Minn. Stat. § 206.58, subd. 1 allowed a municipality to adopt an electronic voting system but did not expressly address whether a municipality could later discontinue its use. That earlier statute stated only that a municipality "may provide for the use of an electronic voting system," followed by notice and instruction requirements. The absence of continuation language created ambiguity, and some municipalities assumed they retained discretion to revert to paper processes.

In 2023, the Legislature amended the statute to resolve that ambiguity and to make the continuation requirement explicit. The amended statute now states that "once a municipality has adopted the use of an electronic voting system in one or more precincts, the municipality must continue to use an electronic voting system for state elections in those precincts." This new sentence did not exist in the 2017 version and represents a deliberate legislative choice to remove any discretion to discontinue use after adoption. The change in statutory language demonstrates clear legislative intent: adoption of an electronic voting system is a one-way decision for purposes of state elections.

As explained in my March 27, 2026, memo, this continuation requirement applies directly to Linwood Township because it adopted an electronic voting system in 2018 when it executed the Election Equipment Use Agreement with Anoka County. As further detailed in my April 6, 2026, memo, the statutory definition of an electronic voting system encompasses the components and functions that Minnesota election administration treats as integral to the system, including the electronic pollbook. For these reasons, the 2023 amendment makes the Township's continued use of electronic pollbooks for state elections a statutory obligation, not a policy choice.

**IV. Counties Have No Authority to Override Municipal Obligations**

ACEIT's materials and presentation at former Town Board meetings imply that a county may authorize or require a municipality to return to paper pollpads. From my research, this appears to be incorrect. Counties have administrative responsibilities in elections, but no statute I encountered grants counties authority to override or relieve a municipality of its obligations under § 206.58. As explained in my April 6, 2026, memo, even if a county terminates its support or ceases providing equipment, the municipality remains legally obligated to use an electronic voting system for state elections and must independently acquire and maintain compliant equipment. County decisions cannot supersede a municipality's statutory duties.

## V. The Incorrect Assumption That Electronic Pollbooks Are Not Part of the Electronic Voting System

ACEIT's position relies on the assumption that electronic pollbooks are not part of the electronic voting system defined in Minn. Stat. § 206.56. My April 6, 2026, memo addressed this argument directly and explained why a court would treat electronic pollbooks as an operational component of the electronic voting system used in Minnesota elections. The statutory definition includes not only tabulators but also software, devices by which the voter registers voting intent, computer programs used to accumulate precinct results, and system documentation. Minnesota's certified election procedures treat the electronic pollbook as integral to voter verification, roster management, ballot assignment, and SVRS integration. My opinion on this point has not changed.

## VI. ACEIT's Mischaracterization of Isanti County's Decision Not to Purchase Additional Pollpads

ACEIT has repeatedly cited Isanti County's recent decision not to purchase additional pollpads as evidence that municipalities may discontinue their use. This is incorrect. Isanti County's decision was a budgetary and procurement choice, not a legal determination that municipalities are relieved of their statutory obligations. A county's decision not to purchase equipment does not alter the statutory requirement imposed on municipalities under Minn. Stat. § 206.58, subd. 1.

In Isanti County, the effect of the county's decision is simply that municipalities must now bear the responsibility of acquiring and maintaining electronic pollbooks themselves. The statutory obligation remains fully intact for those precincts that have previously adopted the use of electronic pollpads. Municipalities in Isanti County that have previously adopted electronic voting systems must continue to use them for state elections, regardless of whether the county chooses to supply the equipment. ACEIT's attempt to conflate Isanti County's procurement decision with a release of municipal obligations is legally unsupported and risks misleading local governments.

By contrast, Linwood Township benefits from an existing agreement with Anoka County, which has voted in favor of continued use of electronic pollpads and continues to supply, maintain, and support the equipment. The Township therefore remains in a significantly better operational and financial position than municipalities in Isanti County. ACEIT's materials ignore this distinction and incorrectly suggest that county procurement decisions can override statutory mandates, which is not the case.

## VII. Conclusion

ACEIT's materials emphasize advocacy rather than statutory authority and encourage municipalities to act without reference to the controlling law. Oak Grove's reliance on Minn. Stat. § 201.225, subd. 6 was misplaced, as that statute governs notice before first use and does not authorize discontinuation of electronic pollbooks after adoption. Minn. Stat. § 206.58, subd. 1 contains a mandatory continuation requirement that prohibits municipalities from reverting to paper pollpads for state elections once an electronic voting system has been adopted. Counties have no authority to override this obligation, and county procurement decisions do not relieve

municipalities of their statutory duties. The Township's legal duty remains unchanged, and the analysis in my March 27 and April 6 memos continues to apply.

Best,



Mark Allseits
**Couri & Ruppe, P.L.L.P.**

MEMORANDUM

**Date:** May 7, 2026
**To:** Linwood Town Board
**From:** Scott Coggins, Robert Kirchner, Joe Richardson, ACEIT Members
**Re:** Termination of ePollbook Election Equipment Use Agreement with Anoka County

**Background**

Before you at your May 12 Regular Meeting is a proposed resolution which is based upon a false premise that municipalities must continue using electronic rosters if they had previously adopted their use.

Attached is a copy of the resolution proposed by your attorney fully annotated with our comments rebutting this false claim.

The agreement with Anoka County for using electronic rosters may be terminated pursuant to Paragraph 7 which states: "*This Agreement may be terminated by either party upon seven (7) day written notice to the other*." Two cities (Oak Grove and Ramsey) in Anoka County have terminated their agreements with Anoka County. This is supported by MS 201.225, linked to MS 201.221, including subd. 4 which includes this: *Delegation to a municipal official requires the approval of the governing body of the municipality* and MS 201.225 subd. 6 which clearly indicates that a decision to use electronic rosters may be revoked by a county, municipality or school district.

**Financial Impact**

No significant change in operating expenses is expected since the same number of election judges may operate either the electronic pollbooks or paper pollbooks and the fact that the paper pollbooks must be produced by the County and available for use as a backup system to the electronic pollbooks. Overall, an actual cost reduction may be realized County-wide.

**Recommended Motion**

Do not adopt the proposed resolution which cedes away your discretionary local autonomy about the use or non-use of electronic rosters based upon the false premise that continued use is mandated by state statutes.

Attachments:

1. Proposed Resolution Annotated
2. The Case for Municipal Autonomy (14 slides)

# ELECTRONIC ROSTER SYSTEM
# (ePollbook/Poll Pad)
# USE IN MINNESOTA

## THE CASE FOR MUNICIPAL CHOICE

### (Using Anoka County Examples)

**A Legal Memorandum**

**prepared by the**

**Anoka County**

**Election Integrity Team**

**(ACEIT)**

**January 2, 2025**

# THE ARGUMENT

201.225 ELECTRONIC ROSTER AUTHORIZATION.

Subdivision 1. Authority. A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. **An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.**

**FACT: Use of electronic roster system must comply with MS 201.221.**

201.221 RULES.

Subd. 4. County rules. The county auditor of each county may adopt rules that delegate to the secretary of state or municipal officials in that county the duties assigned to county auditors by this chapter. Delegation of duties to the secretary of state requires the approval of the secretary of state**. Delegation to a municipal official requires the approval of the governing body of the municipality.** Delegation by the county auditor of the duty to accept registrations does not relieve the county auditor of the duty to accept registrations. Each delegation agreement must include a plan to allocate the costs of the duties to be delegated.

**FACT: Delegation by a county auditor of the use of an electronic roster system to a municipal official requires approval of the governing body of the municipality.**

**CONCLUSION: A county auditor does not have the authority to mandate use of an electronic roster system by a municipality. Municipalities may decide.**

# LEGISLATIVE HISTORY OF MS201.221

**May counties/auditors mandate use of electronic roster systems in municipal voting precincts without municipal approval?**

# 1973 LAWS CREATING MS201.221

Sec. 17. Minnesota Statutes 1971, Chapter 201, is amended by adding a section to read:

**[201.221] RULES AND REGULATIONS.** Subdivision 1. The commissioner shall adopt rules and regulations to implement the provisions of chapter 201 by October 1, 1973.

## 1973 ORIGINAL COUNTY RULES SUBD. 5; LATER BECAME SUBD. 4

Subd. 5. The county auditor may adopt rules and regulations which provide for the delegation of duties assigned to him by this act to municipal officials. Provided however the county auditor may not delegate the responsibility to maintain custody of the original registration file of voters and the preparation and distribution of precinct lists. Provided further that the county auditor may delegate the power and responsibility to accept registrations but a delegation of this power does not relieve him of the power and duty to accept these registrations. When any municipality shall have delegated to it responsibilities given to the county auditor by this act, the council shall immediately provide the necessary funds, equipment and facilities and shall proceed to establish a place of registration and put the registration plan into operation without delay.

# 1981 AMENDMENTS T0 MS 201.221, SUBD. 4 COUNTY RULES

Subd. ~~5~~ 4. **COUNTY RULES.** The county auditor of each county may adopt rules ~~and regulations~~ which ~~provide for the delegation of~~ delegate to municipal officials in that county the duties assigned to ~~him~~ county auditors by ~~Laws 1973, Chapter 676~~ to ~~municipal officials~~ this chapter. ~~Provided however the county auditor may not delegate the responsibility to maintain custody of the original registration file of voters and the preparation and distribution of precinct lists.~~ ~~Provided further that~~ If the county auditor ~~may delegate~~ delegates the ~~power and responsibility~~ duty to accept registrations ~~but a~~, that delegation ~~of this power~~ does not relieve him of the ~~power and~~ duty to accept ~~these~~ registrations. When ~~any municipality shall have~~ a municipal official is delegated ~~to it responsibilities~~ duties given to the county auditor by ~~Laws 1973, Chapter 676~~ this chapter, the ~~council~~ governing body of the municipality shall immediately provide the necessary funds, equipment and facilities ~~and shall proceed to~~, establish a place of registration and put the registration plan into operation without delay.

# 1987 AMENDMENT TO MS201.221

Subd. 4. [COUNTY RULES.] The county auditor of each county may adopt rules which delegate to municipal officials in that county the duties assigned to county auditors by this chapter. Delegation to a municipal official requires the approval of the governing body of the municipality. Delegation by the county auditor of the duty to accept registrations does not relieve the county auditor of the duty to accept registrations. When a municipal official is delegated duties given to the county auditor by this chapter, the governing body of the municipality shall immediately provide the necessary funds, equipment and facilities, establish a place of registration and put the registration plan into operation without delay.

# 1990 AMENDMENT TO MS201.221

Subd. 4. [COUNTY RULES.] The county auditor of each county may adopt rules ~~which~~ that delegate to the secretary of state or municipal officials in that county the duties assigned to county auditors by this chapter. Delegation of duties to the secretary of state requires the approval of the secretary of state. Delegation to a municipal official requires the approval of the governing body of the municipality. Delegation by the county auditor of the duty to accept registrations does not relieve the county auditor of the duty to accept registrations. ~~When a municipal official is delegated duties given to the county auditor by this chapter, the governing body of the municipality shall immediately provide the necessary funds, equipment and facilities, establish a place of registration and put the registration plan into operation without delay~~ Each delegation agreement must include a plan to allocate the costs of the duties to be delegated.

# 2014 AMENDMENT ENABLED USE OF ELECTRONIC ROSTERS

**CHAPTER 288--H.F.No. 2166**

*An act relating to elections; authorizing the use of electronic rosters; requiring an evaluation of the use of electronic rosters in the 2014 election; making various technical and conforming changes; providing definitions; amending Minnesota Statutes 2012, sections 200.02, by adding subdivisions; 201.221, subdivision 3; 204B.14, subdivision 2; 204C.10; 204C.12, subdivision 4; 211B.11, subdivision 1; Minnesota Statutes 2013 Supplement, section 204C.14, subdivision 2; proposing coding for new law in Minnesota Statutes, chapter 201.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

**ARTICLE 1**

**ELECTRONIC ROSTER AUTHORIZATION**

Section 1. **[201.225] ELECTRONIC ROSTER AUTHORIZATION.**

Subdivision 1. **Authority.** A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

# NARRATIVE SUMMARY FOR MS 201.221, SUBD. 4

1973 MS 201.221 Subd. 4 County Rules first adopted as Subd. 5
1981 Subd. 5 amended as Subd. 4 with county auditor delegation powers
1987 Granted municipalities veto power over county auditor delegation

1989 MS 383E.04 enabled Anoka County to convert auditor (and recorder and treasurer) from elected to appointed positions which was done that year

1990 Granted MN Secretary of State veto power over county auditor delegation
1990 Eliminated county auditor power to demand funding from municipalities
1990 Required delegation agreements to include "a plan to allocate the costs of the duties to be delegated."
2014 MS 201.225 added to enable use of electronic roster systems and require compliance with MS 201.221 including county rule making provisions and limitations

## CONCLUSION

**The balance of power among SOS, county auditor and municipalities was established via delegation agreements acceptable to all parties involved.**

# THE BACKSTORY

These slides challenge the Anoka County narrative that they have the power to impose poll pad use on municipalities. These slides reconstruct the legislative history of MS 201.221 subd. 4 for the period of 1973 to the present. MS 201.221, Subdivision 4 is about County rules. Based upon legislative history, it appears that in the 1980s there was a lot of what might be called "pushing and shoving" among SOS, county auditors and municipalities over several issues including voter registration authorities and responsibilities. This was made real by how the money flowed, who could command it and who paid. Essentially, the county auditors were becoming a problem; they were abusing their authority, at least in the view of municipalities. So, in 1987 municipalities obtained protection; the statute changed to give them veto over county auditor rules. And in 1990 the SOS got the same protect; it is a strange idea that the SOS would even need such protection. The result was a required “delegation agreement” to establish the agency relationships and cost sharing, if any, that is acceptable to all parties.

In the middle of this, in 1989, Anoka County converted their county auditor (also recorder and treasurer) from elected to appointed positions which still must meet statutory requirements.

# CONCLUSION

**Counties (and county auditors) may not dictate duties to municipalities including the use of electronic roster systems. Any delegation of duties requires a delegation agreement acceptable to all parties.**

**“Those who cannot remember the past are condemned to repeat it.”**

# Authorization For Use

- MN Statute 201.225
  - **Authority.** A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters.

## WHO DECIDES POLL PAD USE?

Above is the slide presented by Anoka County to municipalities on January 29, 2025 claiming that the County has the authority to mandate use of electronic rosters in all 128 municipal voting precincts without municipal approval. But they omit this part of the statute which reads: ***An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.***

The reference to rules states: *MN Statute 201.221, subd. 4: County rules. The county auditor of each county may adopt rules that delegate to the… municipal officials in that county the duties assigned to county auditors by this chapter…* ***Delegation to a municipal official requires the approval of the governing body of the municipality…***

## CONCLUSION:

## Counties may not dictate use of electronic roster systems in municipal voting precincts

# ELECTRONIC ROSTER USE DECISION PRACTICES?

## Scope

87 counties

850+ cities

1800+ townships

580+ school districts

4,103 voting precincts

## Question

How did these governing bodies decide to use or not use electronic roster systems?

# Anoka County Government Operations Meeting March 11, 2025

## Regarding electronic roster poll pads

1. The existing agreements for use were not legally authorized by a County Board vote so no delegation to County Auditor occurred in 2018.

2. The existing agreements for use were not legally consented to by a vote of 20 of 21 municipalities so no lawful delegation to at least 20 municipal officials occurred in 2018.

3. Two municipalities have terminated those agreements as provided in these agreements.

4. Minnesota Statutes clearly indicate municipalities have the option to decide use as per MS 201.221, Subd. 4.

5. Proposed federal legislation would prohibit electronic roster use (Make Elections Secure Again Act)

6. Electronic rosters are not mandated or needed for the 2025 elections in two cities and three school districts.

7. Why rush a purchase with unresolved municipal opposition and pending legislative risks?

8. The wise action at this time is to delay purchase until these uncertainties are resolved.

**LINWOOD TOWNSHIP**

**A(K)NOKA COUNTY**

**STATE OF MINNESOTA**

**RESOLUTION No. 2026-___**

**A RESOLUTION AFFIRMING CONTINUED USE OF ELECTRONIC POLLPADS FOR STATE ELECTIONS AND EXPRESSING THE TOWNSHIP'S POSITION ON STATUTORY REFORM**

WHEREAS, Linwood township adopted the use of an electronic voting system in 2018 when it approved and executed the Election Equipment Use Agreement with Anoka County for electronic pollpads; and

WHEREAS, Minn. Stat. 206.58, subd. 1, as amended in 2023, provides that once a municipality has adopted an electronic voting system in one or more precincts, the municipality must continue to use an electronic voting system for state elections in those precincts; and

WHEREAS, this statutory requirement removes municipal discretion to revert to paper pollpads for state elections once electronic pollpads have been used; and

WHEREAS, Minn. Stat 201.225, subd. 6 is a notice of statute governing advance notification to the Secretary of State before first use of electronic rosters, and does not authorize a municipality to discontinue electronic pollpads after adoption; and

WHEREAS, recent public advocacy efforts, including materials circulated by the Anoka County Election Integrity Team (ACEIT), have urged municipalities to discontinue electronic pollpads without reference to the statutory continuation requirement, and have relied on interpretations of law that do not reflect the governing statutory framework; and

WHEREAS, the City of Oak Grove and other jurisdictions have cited Minn. Stat. 201.225, subd. 6 as authority to discontinue electronic pollpads, but such reliance is legally misplaced because that statute does not supersede the mandatory continuation requirement in Minn. Stat. 206.58, subd. 1; and



**Commented [RK1]:** Typo

**Commented [RK2]:** This sentence improperly conflates two separate definitions and functions into one. Electronic voting equipment does not equal electronic pollpads. Electronic voting system has a specific definition regarding vote tabulation. It does not include voter registration. The term electronic voting system does not appear in the 2018 agreement. It does appear in the Joint Powers Agreements initially executed in 2013 and updated in 2021 regarding use of vote tabulators. Finally, the words "pollpads" does not appear in statutes. It is a trade name. The correct term for what Linwood agreed to use in 2018 is electronic roster.

**Commented [RK3]:** This statement is correct relative to electronic voting systems. An electronic roster is not an electronic voting system. MS 201.225 enables use of electronic rosters but does not mandate use or continued use.

**Commented [RK4]:** This is a false statement. MS 206.58 subd. 1, as amended, applies to electronic voting systems but not to electronic rosters. See documentation details in the annotation Note #1 below.

**Commented [RK5]:** This is a false statement. This subdivision includes this language: "*The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district*." A county, municipality or school district may revoke use of electronic rosters.

**Commented [RK6]:** There has been no need to address the issue of continuance because other cities and the County have never made this continuance argument. They all understand that the continuance statute applies to electronic voting systems (vote tabulation equipment) and not to electronic rosters. In the case of Liwnood Township, ACEIT has directly addressed whether MS 206.58, subd. 1 applies to electronic rosters and provided evidence that it does not. See Note #1 for details. ACEIT has been advocating for removal of electronic rosters since 2023. Two cities passed termination resolutions in 2024. In January 2025 ACEIT published a 118-page legal analysis entitled "Electronic Roster System: The Case for Municipal Choice" which is publicly available.

**Commented [RK7]:** This premise misstates the basis for the City of Oak Grove to claim autonomy regarding use of electronic rosters. Their claim is based upon MS 201.225, subd 1 which links to MS 201.221 including subd 4 which requires municipal approval for delegation of functions by the county to the municipality. Further, this claim is not valid because 206.58 subd. 1 does not apply to electronic rosters. See note #2 for how both Oak Grove and Ramsey attorneys handed termination of their respective use agreements with Anoka County.

WHEREAS, ACEIT and other advocacy groups have also pointed to Isanti County's decision not to purchase additional pollpads as evidence that municipalities may discontinue their use, but a county's procurement decision does not alter or relieve municipalities of their statutory obligations under Minn. Stat. 206.58, subd. 1; and

WHEREAS, in counties such as Isanti where the county has chosen not to purchase additional pollpads, the statutory obligation simply shifts the financial and operational burden to municipalities, and does not eliminate the requirements to continue using an electronic voting system for state elections; and

WHEREAS, Linwood Township remains under an active agreement with Anoka County, which continues to support and maintain electronic pollpads, placing the Township in a more stable operational position than municipalities in counties that have discontinued procurement; and

WHEREAS, the Linwood Township Board has heard concerns from residents regarding electronic pollpads, including concerns related to transparency, public confidence, and election integrity; and

WHEREAS, the Township Board shares the public's interest in ensuring that elections are conducted with the highest standards of integrity, transparency, and public trust; and

WHEREAS, the Township Board recognizes that the statutory continuation requirement in Minn. Stat. 206.58 subd. 1 prevents the Township from returning to paper pollpads for state elections, even if the Board or public would prefer to do so; and

WHEREAS, the Township Board believes that municipalities should retain local discretion to determine whether electronic pollpads or paper pollpads best serve their communities, and that the Legislature should revisit and amend Minn. Stat. 205.58, subd. 1 to restore that discretion.

NOW, THEREFORE, BE IT RESOLVED that Linwood Township affirms that it will continue to use electronic pollpads for state elections as required by Minn. Stat> 206.58, subd. 1, and that the Township will not revert to paper pollpads for state elections unless and until state law is amended to permit such action.

BE IT FURTHER RESOLVED that Linwood Township expresses its dissatisfaction with the statutory requirement that municipalities must continue using

**Commented [RK8]:** This premise reflects a misunderstanding of what happened in Isanti County or what recently happened in Anoka County. Procurement decisions help define the relationship between and among the County and municipalities. In Anoka County the recent purchase of new poll pads required the approval of municipalities because the cost is being shared. See Isanti details in Note #3.

**Commented [RK9]:** Again, this reflects a misunderstand of the basic relationships among counties and municipalities regarding use and non-use decisions. This relationship is detailed in MS 201.221 which provides for counties and municipalities reaching agreements for use and funding. The pertinent sentence is in MS 201.221, subd. 4 which includes this language: "*Delegation to a municipal official requires the approval of the governing body of the municipality.*" It further states that "*Each delegation agreement must include a plan to allocate the costs of the duties to be delegated.*" This is why the use agreements and joint powers agreements exist for both vote tabulators and electronic rosters. It is an advice and consent relationship regarding use of poll pads as provided for in the existing use agreement which may be terminated. There is no state mandate for electronic roster use and there is no county mandate for such use either. Because the City of Cambridge chose not to continue using electronic rosters, there is no shift of financial burden, but an actual cost savings for both Isanti County and their municipalities by not duplicating both electronic rosters and paper poll books, not to mention the increased security that results.

**Commented [RK10]:** This is not a significant factor. If a municipality decides to use paper pollbooks, then the process reverts to what was done before with the county supplying the paper pollbooks. In fact, pursuant to MS 201.225, subd. 5 (b), *Each precinct using electronic rosters must have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster.*

**Commented [RK11]:** Linwood Township should not agree to this false statement.

**Commented [RK12]:** Municipalities currently enjoy local discretion to determine whether to use electronic rosters or paper pollbooks pursuant to MS 201.221 subd. 4 and subd. 6 so no legislative action is necessary. This principle is documented in the existing use agreement with Anoka County which includes provisions by which either party may terminate the use agreement upon 7 days notice. Please note that 205.58 should be 206.58.

**Commented [RK13]:** Linwood Township should not agree with this statement based upon a false premise.

electronic pollpads once adopted, and urges the Minnesota Legislature to amend Minn. Stat. 206.58, subd. 1 to allow municipalities to return to paper pollpads if they determine that doing so promotes election integrity, transparency and public confidence.

BE IT FURTHER RESOLVED, that Linwood Township encourages residents, legislators, and county officials to engage in constructive dialogue regarding election administration, grounded in statutory authority rather than advocacy alone, and to support legislative reforms that restore local control over the choice of pollbook systems.

Adopted this 28th day of April, 2026, by the Linwood Township Board of Supervisors.

_____

John Olson

Chair, Linwood Township Board

**Commented [RK14]:** This statement is unnecessary because municipalities, including Linwood Township, have autonomy now pursuant MS 201.221 subd. 4. Do not agree with this statement.

**Commented [RK15]:** This is not necessary relative to electronic rosters. It is appropriate for electronic voting systems. Municipalities have local control over their decisions to use or not use electronic rosters, unlike electronic voting systems for which continued use has been mandated since 2023.

## Annotations

1. Below is evidence indicating that electronic voting systems and electronic rosters are two different things with the former mandated for continued use and later not so.
   a. This one sentence is pulled out of context (Chapter 206 Voting Systems) and applied to a separate chapter and function (Chapter 201 Eligibility and Registration of Voters).
   b. "Electronic voting systems" and "electronic rosters" are two different things, two different systems based upon different functions and definitions. Electronic voting systems are governed by Chapter 206 while electronic rosters are governed by Chapter 201. Within Anoka County they are governed by two separate joint powers agreements.
   c. Tom Hunt, Anoka County Elections Director, on several occasions, has publicly stated that the electronic voting system (ES&S Vote Tabulators) has no relationship with, no connection with and does not communicate with the electronic rosters (KNOWiNK Poll Pads). Neither he, nor the Anoka County Attorney, has ever claimed that continued use of electronic rosters is mandated by state statutes. They have claimed that the County many impose their use upon municipalities. That claim may be subject to litigation.
   d. ACEIT previously stated:

Background

Subsequent to the March 24, 2026 Town Board meeting, the Township Attorney rendered an opinion that the Township must continue using the electronic pollbooks under the Use Agreement with Anoka County based upon his interpretation of Minn. Stat. 206.58 which states: "*once a municipality has adopted the use of an electronic voting system in one or more precincts, the municipality must continue to use an electronic voting system for state elections…"*

Analysis

This sentence in the statute cited above does not relate to the use of electronic rosters or pollbooks. This sentence, which was a 2023 amendment to this subdivision, relates only to the use of electronic voting systems, or devices that tabulate votes. This terminology regarding voting equipment is defined in Minn. Stat. 206.56, Subd. 8 Definitions as follows:

*"Electronic voting system" means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center.*

*An electronic voting system includes automatic tabulating equipment; nonelectronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; secrecy folders; system documentation; and system testing results.*

This definition is pertinent to the Joint Powers Agreement for use of vote tabulators approved in 2013 (updated in 2021) but does not include electronic pollbooks which do not tabulate votes.

By contrast, the 2018 Use Agreement under consideration here simply defines "Election Equipment" as the "electronic pollbook hardware and software" which register voters, not tabulate votes.

e. GROK Inquiry

A Grok inquiry of MN Statutes produced this answer to the question of whether use of electronic rosters is State mandated if used before:

No, **electronic poll pads** (also called electronic pollbooks or e-pollbooks, such as the KNOWiNK Poll Pad commonly used in Minnesota) are **not considered part of the "voting**

**system"** under Minnesota law. They are therefore **not required** to continue being used if a county, municipality, or school district chooses to stop.

**Key Legal Distinctions**

Minnesota law separates **electronic rosters/poll pads** from **voting systems**:

- **Voting systems** (governed primarily by Minnesota Statutes Chapter 206) refer to equipment for marking, casting, and tabulating ballots — such as optical scan tabulators and assistive ballot marking devices. These must be examined, approved, and certified by the Secretary of State (and often by a federally accredited lab). Once a jurisdiction adopts an electronic voting system for precincts, state law generally requires continued use of an approved electronic system for state elections in those precincts (see Minn. Stat. § 206.58, subd. 3, as noted in some county descriptions).
- **Electronic rosters/poll pads** are authorized separately under **Minn. Stat. § 201.225**. They serve as an electronic version of the traditional **paper polling place roster** for voter check-in, verifying eligibility, processing same-day registrations, and generating voter signature certificates. The statute explicitly uses the term "electronic roster" and defines the polling place roster in Minn. Stat. § 200.02 as including either printed or electronic format (as permitted by § 201.225).59

Electronic poll pads must meet specific functional, security, and technical requirements (e.g., data import/export formats prescribed by the Secretary of State, limited networking, alerts for eligibility issues, paper backup systems, etc.), but they are **not subject to the same certification process** as voting systems under Chapter 206.61

**Use Is Optional and Flexible**

- A county, municipality, or school district **may** use electronic rosters for any election, and the head elections official can designate some or all precincts to use them (Minn. Stat. § 201.225, subd. 1). They are not mandatory statewide or even countywide.
- Jurisdictions must notify the Secretary of State in advance if they plan to use them and certify compliance, but this is an authorization process, not a requirement to adopt or retain them.
- Many counties use them for efficiency (faster check-in, reduced errors, easier same-day registration), but others stick with paper rosters. Some local bodies have chosen not to use or to discontinue electronic poll pads without legal barrier.
- Each precinct using them must maintain an approved **paper backup** system in case of issues (Minn. Stat. § 201.225, subd. 5).

The Minnesota Secretary of State's office describes poll pads as equipment that "some polling places" use to replace paper rosters for check-in and registration — treating them as distinct from core voting equipment like tabulators.

**Practical Notes**

Counties often purchase or lease poll pads under state contracts that may bundle related equipment, but there is no "lock-in" requirement comparable to voting tabulators. Decisions to adopt, continue, or discontinue are made locally, subject to the notification and compliance rules in § 201.225.

If a specific county or precinct is considering changes, check with the local elections official or the Minnesota Secretary of State's office for the latest guidance, as implementation details (e.g., contracts, testing) can vary. For the exact statutory text, refer to the Minnesota Revisor of Statutes website (revisor.mn.gov).

f) ACEIT Member Toy Cooper information on April 16, 2026

I will add that Grok brings up a really good point about the electronic pollbooks being addressed in statute section 201 (which is governed by terms defined under section 200), and electronic voting systems are addressed in statute section 206 (governed by terms defined within section 206), two completely separate and distinct subject areas of the law. If the electronic pollbooks were statutorily similar to electronic voting systems, they would most certainly be covered in the same section of law as the electronic voting systems, and would be defined in the same terms and by the same definitions.

However, the statewide registration system, of which electronic poll pads would fall, has its own (and complete separate and distinct) statutory definition shown below. Again, one of the few times the legislature actually took the time to specifically time to explicitly define what they meant. That intent carries legal weight (or at least it did in a rational and just legal system).

***201.01 DEFINITIONS (Link: https://www.revisor.mn.gov/statutes/cite/201.01)***

*The definitions in chapter 200 apply to this chapter.*

***200.02 DEFINITIONS - Subd. 20.Statewide registration system. (Link: https://www.revisor.mn.gov/statutes/cite/200.02)***

*"Statewide registration system" means the computerized central statewide voter registration system and database developed and maintained by the secretary of state pursuant to section 201.022.*

There are just so many obvious reasons in the statutes for not thinking they should legally be treated as being similar, it defies belief. Leave it to the lawyers though to contort what is written in black and white.

g) A Further Point of Statutory Context

If the 2023 amendment was intended to apply to electronic rosters it would have been added to MS 201.225, subd 1 and/or subd. 5.

*MS 205.225, subd. 1*

*Subdivision 1.**Authority.***

*A county, municipality, or school district **may** use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.*

*Subd. 5.**Election day.** (a) Precincts **may** use electronic rosters for registering voters and updating registrations on election day, to process registered voters, or both…*

There is no mandatory requirement for initial or continuous use in either subdivision.

h) Anoka County Evidence for Municipal Autonomy

In early 2025 the Anoka County Board decided to purchase new electronic roster poll pad equipment. There was discussion about whether municipalities may discontinue use. In fact, two commissioners expressed their preference for allowing municipalities to opt out if they terminate their use agreements. Since all Anoka County municipalities had been using electronic pollpads up to this time, this option would not have been available and the Anoka County Elections Department or Attorney would have corrected the statement for the record.

In fact, no one, including the County Auditor, the Elections Director, Assistant County Attorney and County Attorney, has claimed that municipalities were obligated to continue use due to state statutes. The position of the County is that the County may mandate use. This sets the stage for potential litigation to resolve if the County has supremacy over municipalities in this respect.

2. **Regarding Oak Grove and Ramsey terminations of poll pad use**: The Oak Grove city attorney did not render an opinion that the city must continue use based upon MS 206.58 subd. 1. The Ramsey city attorney did not render an opinion that Ramsey must continue use based upon MS 206.58 subd. 1. Rather, the Ramsey attorney prepared two resolutions—one to

terminate the agreement for use and one to seek a new agreement for use of paper poll books—both of which the Ramsey City Council adopted. By the way, the Ramsey city attorney is Mr. Fritz Knaak, who is widely considered to be one of the most knowledgeable and experienced election law attorneys in MN.

3. **Regarding Isanti County:** This WHEREAS in the proposed resolution is an impertinent observation based upon the following facts of this situation. Generally, between 2018 and 2024 Isanti County has had 19 precincts with only two using electronic rosters. Those two were in the City of Cambridge. In 2024 Isanti County considered purchasing new electronic roster equipment to include all 19 precincts. Local municipalities (the townships) pushed back indicating that they did not want to use them. Isanti County, through a public deliberative process, considered the interests of all municipalities and the public. The County effectively acknowledged the autonomous authority of the municipalities and decided not to purchase electronic rosters. At the same time, they recognized the statutory discretion of the City of Cambridge to make their own use decision and would cooperate with whatever decision they made—to continue use or cease use. In fact, the Isanti County Auditor stated that Cambridge would not have to continue to use the electronic rosters and that it would be their decision as to whether or not to continue to use them. Independently, the City of Cambridge decided to cease use and return to paper pollbooks. This is documented by Erik van Mechelen who attended some of these meetings and local autonomy is further documented by him here: §201.225.

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A final note about statutory interpretation: This author, Robert Kirchner, not only served in local government for 40 years but also earned a seminar degree some years ago. I have come to understand that biblical interpretation (hermeneutics) and statutory interpretation are very similar processes and both should be guided by certain principles of interpretation. These include:

- Literal—plain language meaning
- Grammatical—sentence structure and word meaning
- Historical—context and original intent
- Cross-referenced—for internal consistency as statutes interpret statutes
- Contextual—both immediate passage and canonical context

Pulling one sentence out of context and making it superior to all else is a serious failure in both biblical and statutory interpretation. Stated simply “Any text without a context is a pretext for a prooftext.” NOT GOOD!