



CITY OF SPRING PARK
WORK SESSION AGENDA
NOVEMBER 20, 2017 – 6:00 PM
SPRING PARK CITY HALL

(Work Session discussion times are approximate)

1. 6:00 – MNSPECT CONTRACT DISCUSSION
2. 6:30 – 2018 BUDGET & FEE SCHEDULE DISCUSSION
3. 6:45 – RENTAL ORDINANCE DISCUSSION
4. MISCELLANEOUS
5. 6:55 – ADJOURN

AGREEMENT AND CONTRACT FOR
INSPECTION SERVICES

THIS AGREEMENT is made and entered into this Second day of April, 2012, by and between the City of Spring Park, Minnesota ("Municipality") and MNSPECT, LLC a Minnesota Limited Liability Company ("Inspector").

WITNESSETH:

WHEREAS, the City is desirous of contracting with Inspector for the performance of various services within the City of Spring Park to include:

- | | | | | |
|-------------------------------------|---|---|---|---|
| <input checked="" type="checkbox"/> | Building Inspections (See section A for specifics) |  |  |  |
| <input checked="" type="checkbox"/> | Electrical Inspections (See section B for specifics) |  |  |  |
| <input type="checkbox"/> | Fire Inspections (See section C for specifics) |  |  |  |
| <input type="checkbox"/> | Rental Inspections (See section D for specifics) |  |  |  |
| <input checked="" type="checkbox"/> | S.E.C. Inspections (See section E for specifics) |  |  |  |
| <input checked="" type="checkbox"/> | Plumbing Plan Review (See section F for specifics) |  |  |  |

and

WHEREAS, Inspector is agreeable to rendering services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree to general terms as follows and to the specific terms as set forth in the indicated appendices:

1. Files and Records.

All completed files and all official copies of correspondence, inspection reports, plans and other matters connected with the file shall be maintained at the City offices. All such files the Inspector may desire for its own records shall be maintained outside the City offices. Files and records created in connection with the contract agreement shall be subject to the provisions of the Minnesota Data Practices Act.

2. Independent Contractor.

It is acknowledged by and between the parties hereto that the Inspector is an independent contractor contracting with the Municipality to perform the services as provided in this agreement.

- A. Non-Employee Status – Personnel assigned to perform the Services to be provided by Inspector pursuant to this agreement shall be officers, employees, or sub-contractors of Inspector. Inspector assumes full

responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits and payment of salary (workers' compensation insurance, salary, retirement contributions, withholding tax, health insurance, and unemployment insurance). The Municipality shall not be responsible to furnish any benefits to such personnel.

B. Administrative Responsibility - The daily administration of the Inspector services rendered to the Municipality shall be under the sole direction of the Inspector. The degree of services rendered, the standard of performance, and other matters relating to regulations and policies shall be under joint control of the Municipality and the Inspector and shall be further defined in a separate standards of service agreement. Headquarters for the services rendered to the Municipality under this agreement shall be located at the Municipality offices. The Inspector shall submit to the Municipality a regular report of services rendered and charges due, as well as periodic suggestions regarding other matters relating to the inspection services.

C. Insurance

- i. Auto Insurance – Inspector in carrying out its obligation under this agreement, shall supply, upon the request of the Municipality, a Certificate of Insurance for owned, hired, and non-owned auto usage coverage for liability in the amounts of \$1,000,000 single limit, per occurrence.
- ii. Professional Liability Insurance – The Inspector shall provide the Municipality upon request with copies of Professional Liability Errors and Omissions Insurance in an amount of at least \$1,000,000 covering all personnel employed by Inspector in capacity of acting as an Agent of the municipality.
- iii. General Liability Insurance – The Inspector shall provide the City upon request with copies of General Liability Insurance in an amount of at least \$1,000,000 covering all personnel employed by Inspector in capacity of acting as an Agent of the Municipality. The Municipality will be listed as an additional insured.
- iv. Workers' Compensation Insurance – The Inspector shall provide its employees with workers' compensation coverage in the amount of \$500,000/\$500,000/\$500,000. The Inspector shall provide the Municipality with copies of Certificate of Liability Insurance.

D. Continuing Education and Certification - The Inspector shall be responsible for maintenance of required or appropriate certification and continuing education as Inspector under the laws of the State of

Minnesota and shall be responsible for supplying any and all technical manuals and reference materials.

E. Communications, Equipment, and Supplies.

The Inspector shall provide, at its sole expense, all necessary equipment, vehicles and supplies to carry out its obligations under this agreement.

3. Violations and Penalties.

Any Code violations occurring within the Municipality may be charged in accordance with the ordinances of the Municipality and shall be subject to the penalties provided therein. Prosecution of such violations shall be by the Prosecuting Attorney of the Municipality. All costs and expenses incurred by said prosecution shall be paid by the Municipality. (Decisions to prosecute are made by the Municipality, not the Inspector). The Inspector agrees to cooperate with the Prosecuting Attorney of the Municipality in such prosecutions (including provision of testimony and documentary evidence) upon request.

4. Effective Date of Service.

The effective date of service to which the terms of this agreement shall apply shall be on the First day of June, 2012.

5. Termination of Agreement.

Inspector shall provide the services listed under number 3, B in Sections A, B, and F and under number 2, B in Section E during the term of this agreement. This agreement shall remain in force and effect from the effective date of service until the 31st day of May, 2013, unless sooner terminated by either party for Cause. This agreement shall automatically renew for successive one (1) year terms unless notice of termination is given by either party at least ninety (90) days prior to the expiration date of the then current term (notice period). "Cause" for purposes of this Agreement, shall be deemed to occur if either party to this Agreement should materially breach any material provision herein. In such case, the non-breaching party may notify the breaching party in writing specifying the respect in which such party has breached the Agreement. In the event that such breach is not remedied to the reasonable satisfaction of the non-breaching party within thirty (30) calendar days after delivery of the above notice, the non-breaching party may, by written notice to the breaching party, terminate the Agreement, effective immediately. Breach of an obligation with respect to a party shall be deemed to include both a single instance of a serious failure to perform one of its duties hereunder, as well as a continual, general lack of performance of its duties hereunder.

Should notice to terminate this agreement be given, during the notice period, Inspector shall only be paid for plan review services under the provisions of sections A & F. Payment for inspection services provided under section A on

permits issued during the notice period shall be made at a rate of \$35.00 per inspection until the termination of the agreement.

6. Normal Business Hours.

Normal business hours are defined as: 8:00 a.m. to 4:30 p.m., Monday through Friday, generally excluding Federal holidays except Columbus Day. A list of holidays observed will be provided to the City each year, for the following year, by November 1st.

7. Payment for Services.

Billings for all services as defined in Costs to Municipality for Services sections in each appendix shall be considered payment for all services rendered during that billing period. Although billings may be calculated based on specific permits, payments are for services provided during that billing period.

Any payments received by Inspector for contracted services as a result of eCommerce or Internet transactions or electrical permits shall be accounted for, allocated by contract specifications, and amounts due to Municipality shall be netted against current billing.

Municipality shall remit payment to Inspector within twenty (20) days of filing a Report or Billing. Inspector acknowledges that it is subject to the provisions of Minnesota Statute 471.425, Subd.4a regarding prompt payment to subcontractors.

8. Assignment.

Inspector may not assign this agreement without the prior written consent of the Municipality.

9. Staff

Each of the parties hereto agrees that while Inspector is performing services under this Agreement and for a period of twelve (12) months following the performance of such services or the termination of this Agreement, whichever is later, neither party will, except with the other party's written approval, solicit or offer employment as an employee, inspector, independent contractor, or in any other capacity to the other party's employees or staff engaged in any efforts under this Agreement without the prior written consent of the other party.

10. Hold Harmless and Indemnification.

Inspector shall release, defend, hold harmless and indemnify the Municipality from any and all claims, losses and damages of every kind and nature, in any manner, directly or indirectly, arising out of, resulting from, or in any manner connected with the actions or failures to act of the Inspector, its officers,

employees, or agents. The indemnity obligations contained in this Section shall survive termination of this Agreement.

This agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Inspector has previously notified the Municipality in writing of a failure by an owner or permit applicant to comply with the appropriate Code and the Municipality fails to enforce that Code or arising out of a situation involving an existing or future platted lot with corrected soils, filled soils or a building pad.

11. Entire Agreement.

This agreement, and its designated sections, contains the entire agreement between the parties and supersedes any and all agreement, written or oral, express or implied, pertaining to its subject matter. It may be changed only by written instrument signed by both parties.

12. Choice of Law.

This agreement shall be governed and construed in accordance with the State of Minnesota Law.

13. Representation of Authority.

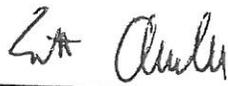
The undersigned executing this agreement for MNSPECT represents and warrants that he has been duly authorized to execute this agreement on behalf of MNSPECT, by the company's Board of Governors and that this agreement shall bind the corporation to the terms and obligations contained herein.

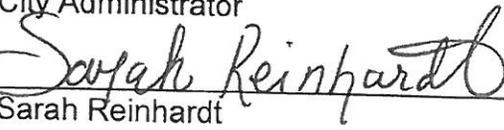
IN WITNESS THEREOF, the parties have executed this agreement in duplicate this 2nd day of April, 2012.

CITY OF SPRING PARK

MNSPECT, LLC

By 
Dan Tolsma,
City Administrator

By 
Scott Qualle, President

By 
Sarah Reinhardt
Mayor

Section A
AGREEMENT AND CONTRACT FOR
BUILDING INSPECTION SERVICES

NOW, THEREFORE, the parties hereto agree as follows:

1. Level of Inspection Services ("Services").

Inspector will provide inspection services for the Municipality on the following terms and conditions:

- A. Render required enforcement and administration of Municipality's currently adopted Minnesota State Building Code regulations and represent the Municipality as its Inspector.
- B. Render to the Municipality inspection services related to and enforcement of the Minnesota Plumbing Code regulations, Minnesota Statute 326.38.
- C. Provide such other services as specified in this agreement.

2. Adoption of Building Codes.

The Minnesota State Building Code, established pursuant to Minnesota Statutes 16B.59 to 16B.75, has been adopted as the Building Code for the City of Spring Park. The City of Spring Park will use the current Minnesota State Building Code and other chapters of Minnesota Rules and enforcement and administration provisions. All regulations adopted by the City as set forth in Paragraphs 1 and 2 of this agreement shall be referred to hereinafter as "Building Code", and shall be enforced by the Inspector.

The Inspector shall inform the Municipality whenever the Municipal Code of Spring Park should be revised to include new or revised code additions.

3. Administrative Procedures.

This section is set forth to clarify the responsibilities of the City and Inspector and to establish procedures for issuing permits and performing inspection services.

A. Responsibility of the Municipality:

- 1. Direct the administration of all zoning requirements and inform Inspector in writing what requirements are needed to be enforced by the Inspector.
- 2. Administer all contractor licensing required if required by the Municipality.
- 3. Issue all permits and collect local permit fees and state or regional charges.

4. Keep permanent records on file and provide data or comply with any State agency reporting requirements.
5. Complete all periodic reports and government surveys.
6. Prosecute all violations, as it deems necessary and appropriate.
7. Provide Inspector with access to the Municipality offices during regular business hours of the Municipality including access to telephones, copy machine, etc., for the Municipality Building Code purposes only.
8. Issue certificates of occupancy, signed by Inspector.

B. Responsibility of Inspector:

1. Perform all pre-construction building and site plan reviews for compliance with Building and Fire Codes.
2. Verify (measure) set-backs and other requested measurements supplied by Municipality for zoning code compliance.
3. Perform all on-site construction inspections required for Building Code enforcement.
4. Provide timely building and plumbing inspection reports and other information for the permanent records kept by the Municipality.
5. Assist in maintaining the building files kept by the Municipality.
6. Assist in all Building Code prosecutions with the Inspector's time and records.
7. Provide general building and plumbing code information to the citizens of Spring Park as required by the Municipality.
8. Inspect hazardous buildings, inspect buildings to be moved into the Municipality prior to such action, and inspect Municipality Buildings (at the Municipality's request).
9. Participate in issuance of Certificates of Occupancy.
10. Recommend updating of Building Code ordinances.
11. Review and recommend fee schedule changes.
12. Provide, review and recommend changes in building, plumbing and mechanical permit forms.
13. Represent Municipality as its Inspector within the limits of the Minnesota State Building Code.
14. Serve as authority to administer and enforce the Building Code, and Plumbing Code, and assist with Zoning Ordinance when so requested in written form.
15. Provide the Municipality with timely reports as reasonably requested by the Municipality which include, but are not limited to: a monthly summary of the number of permits issued the estimated cost of the construction, and the amount of the fee. Within thirty (30) days after each calendar year ending, during the terms of this contract, the Inspector shall prepare an annual report containing the same information as the monthly reports.
16. Analyze trends in construction design and techniques, highlight problem areas with recommendation of solutions, and provide recommendations for process and/or policy changes.

17. Assist Fire Chief on City ordinance and Building Code related issues.
18. Upon submission of a complete residential (IRC) building application, the Inspector shall process his portion of the building permit within ten (10) working days, excluding weekends and holidays.
19. Upon submission of a complete commercial (IBC) building application, the Inspector shall process its portion of the building permit within fifteen (15) working days, excluding weekends and holidays.
20. Calculate building permit fees for building permits.
21. Attend City Council meetings, as requested, to discuss building projects or issues related to the building code.
22. Any software that is available for use by clients of Inspector shall be made available for use by the Municipality.
23. Issue Stop Work Orders (up to 2 hours).

C. Procedure for Building Code Administration:

1. The Inspector reviews the building construction plans and site plans for conformance with the Building Code and applicable City ordinances, and approves, modifies, or rejects same.
2. The Municipality upon approval of the plans by the Inspector and consistent with all local requirements, issues the required permit, collects the local state, and regional fees, and notifies the Inspector of any other pertinent information.
3. The Inspector shall perform all required inspections and notify the Municipality of any violations and final completion; the Inspector is required to perform inspections based on the process as outlined in Exhibit A.
4. The Inspector approves, and City Staff issues the Certificate of Occupancy upon final approval and when consistent with all local requirements.

4. Building Official to be Officer of the Municipality of Spring Park.

The Designated Building Official (Inspector) shall be provided specific authority to administer and endorse the Building Code as provided by this agreement. Such authority shall be granted by proper action of the City Council.

5. Cost to Municipality for Services.

The Municipality shall pay to the Inspector for services under this contract the following:

- A. The Inspector shall be paid fifty percent (50%) of the building permit fee as found in the Municipality's fee schedule, for residential, performed under the International Residential Code.

- B. The Inspector shall be paid fifty percent (50%) of the building permit fee as found in the Municipality's fee schedule, for commercial, performed under the International Building Code.
- C. The Inspector shall be paid seventy-five percent (75%) of all penalty fees and one hundred percent (100%) of all reinspection fees.
- D. The Municipality shall revise its fee schedule to provide that the Plan Review fee for a project is sixty-five percent 65% of the building permit fee for the project. The Inspector shall receive fifty percent (50%) of the Plan Review fee received for all building plans reviewed under the International Residential Code, and the Inspector shall receive fifty percent (50%) of the Plan Review fee received for all building plans reviewed under the International Building Code.
- E. The Inspector shall receive fifty percent (50%) of all Residential (IRC) accessory and general permit fees, i.e. plumbing, mechanical, re-roof, re-side, etc., and seventy-five percent (75%) of all Commercial (IBC) accessory and general permit fees, i.e. plumbing, mechanical, fire sprinkler/alarm, re-roof, re-side, etc.
- F. The Inspector shall receive the sum of forty-five dollars (\$45.00) for each residential pre-construction site inspection completed, and ninety dollars (\$90.00) for each commercial pre-construction site inspection completed.
- G. Payments made by the City to the Building Official pursuant to Sections A-F above shall be for services included under "Required Services" in Exhibit A of this agreement.
- H. Services other than those listed in 3B and 12A – F above, shall be considered as "Additional Services" in Exhibit A of this agreement. Fees for those services shall be billed and paid according to the fee schedule as adopted by the Municipality. Inspector shall make every attempt, where appropriate, (penalty fees, re-inspection fees, etc.) to recover fees from applicant on behalf of the Municipality.
- I. The Municipality shall pay the Inspector for services performed at the request of the Municipality other than as provided in Section 3B and 12A – H above, at a rate of \$60.00 per hour for time spent. Time spent pursuant to this paragraph shall exclude City Council meetings, but may include such matters as preparation and time spent in connection with the prosecution of any violations for the Building Code Ordinance or other ordinances of the Municipality. The Inspector shall submit logs with any such statements for services rendered under this subsection. No charges for services at an hourly rate may be made unless there has been prior direction to the Inspector by the City Administrator.

EXHIBIT A
BUILDING INSPECTION PROCESS

Required Services
(Included in Building Permit Fees)

Residential Buildings
(one inspection per item)

1. Plans Examination
2. Pre-Construction site inspection (before site is disturbed)
3. Footing
4. Poured wall or wood foundation
5. Slab Vapor Barrier
6. Framing
7. Plumbing – rough in.
8. Insulation
9. Gypsum wall board (optional)
10. Gas line pressure test
11. Heat/mechanical – rough in
12. Heat/mechanical – final
13. Final plumbing and sump pump
14. Final building
15. Authorize Certificate of Occupancy

Commercial Buildings
(Possible multiple inspections per item)

1. Plans Examination
2. Pre-Construction site inspection (before release of building permit)
3. Footing
4. Poured wall or wood foundation
5. Framing
6. Plumbing – rough in. (1 inspection)
7. Insulation
8. Gypsum wall board
9. Fire resistive assemblies
10. Fire Caulking
11. Rough-in fire suppression systems
12. Final fire suppression systems
13. Fire alarm systems
14. Gas line pressure test
15. Heat/mechanical – rough in
16. Heat/mechanical – final
17. Final plumbing and sump pump
18. Final building
19. Authorize Certificate of Occupancy

Additional Services

(Additional Fee May Apply)

1. Pre-Construction Meetings
2. Complaint investigations
3. Re-inspections – verify corrections
4. Stop work orders (over 2 hours)
5. Unannounced, routine, or other inspections requested by Municipality
6. Verify compacted fill placement under structure
7. Partial completion inspections
8. Additional rough-in inspections or “pre-final” inspections
9. Prosecution of violations
10. Partial plumbing – winter underground inspections
11. Moved-in building/pre-fabricated SFD inspections
12. Contractor neglects to cancel inspections
13. License Look-up Fee – fee schedule
14. Lead Certification Look-up Fee – fee schedule

Section B
AGREEMENT AND CONTRACT FOR
ELECTRICAL INSPECTION SERVICES

NOW, THEREFORE, the parties hereto agree to specific terms as follows:

1. Level of Inspection Services ("Services").

Inspector will provide Electrical Inspection services for the City of Spring Park on the following terms and conditions:

- A. Render required enforcement and administration of the currently adopted State Electrical Code and represent the City as its Electrical Inspector.
- B. Provide such other services as may be agreed to by the parties.

2. Adoption of Electrical Codes.

The National Electrical Code has been adopted by reference as the Electrical Code for the City of Spring Park. All regulations adopted by the City as set forth in Paragraphs 1 and 2 of this agreement shall be referred to hereinafter as "Electrical Code" and shall be enforced by the Electrical Inspector.

The Inspector shall inform the City whenever the Municipal Code of Spring Park should be revised to include new or revised code additions.

3. Administrative Procedures.

This section is set forth to clarify the responsibilities of the Municipality and Inspector and to establish procedures for performing Electrical Inspection services.

- A. Responsibility of the Municipality:
 - 1. Complete all periodic reports and government surveys.
 - 2. Prosecute all violations, as it deems necessary and appropriate.
 - 3. Provide Electrical Inspector with access to the Municipality offices during regular business hours of the Municipality including access to office equipment for the Municipality of Spring Park Electrical Code inspection purposes only.
- B. Responsibility of Inspector:
 - 1. Issue all permits and collect local permit fees.

2. Perform all on-site inspections required for Electrical Code enforcement by the close of business the following business day or such later date, as requested.
3. Perform Electrical Plan Review within fifteen (15) business days
4. Provide timely inspection reports and other information for the permanent records kept by the Municipality.
5. Assist in all Electrical Code violation prosecutions with the Electrical Inspector's time and records.
6. Provide general Electrical Code information to the citizens of Spring Park as required by the Municipality.
7. Inspect hazardous electrical conditions as requested by the Municipality.
8. Recommend updating of Electrical Code ordinance.
9. Review and recommend Electrical Inspection Fee Schedule.
10. Represent Municipality as its Electrical Inspector within the limits of the National Electrical Code.
11. Serve as authority to administer and enforce the Electrical Code.
12. Provide the Municipality with timely reports as reasonably requested by the Municipality which include, but are not limited to a monthly summary of the inspections performed.
13. Assist the Municipality on ordinance and Electrical Code related issues.
14. Attend City Council Meetings, as requested, to discuss building projects or issues related to the Electrical Inspections Program.

4. Cost to Municipality for Services.

- A. Inspector shall be paid eighty percent (80%) of all electrical permit fees as found in the Municipality's Fee Schedule.
- B. The Electrical Plan Review Fee will be calculated at twenty-five percent (25%) of permit fee when required by the Inspector.
- C. Inspector shall be paid one hundred percent (100%) of all electrical plan review fees for commercial and industrial (IBC) plans reviewed.

Section E
AGREEMENT AND CONTRACT FOR
SEDIMENT AND EROSION CONTROL (S.E.C.) SERVICES

NOW, THEREFORE, the parties hereto agree to specific terms as follows:

1. Level of Inspection Services ("Services").

Inspector will provide S.E.C inspection services for the Municipality of Spring Park on the following terms and conditions:

- A. Render required enforcement and administration of the Municipality's currently adopted Ordinances and Standards regulating Sediment and Erosion Control. Be cognizant of regulations associated with the Minnesota State Board of Water and Soil Resources, the Association of Metropolitan Soil and Water Conservation Districts, the Minnesota Pollution Control Agency and any other County, State or Federal Agency charged with the regulation of Sediment and Erosion Control issues.
- B. Provide such other services as may be agreed to by the parties.
- C. Inspector shall be responsible for monitoring and enforcing the condition of individual building sites from site inspection until issuance of Certificate of Occupancy.

2. Administrative Procedures.

This section is set forth to clarify the responsibilities of the Municipality and the S.E.C. Inspector and to establish procedures for performing inspection services.

- A. Responsibility of the Municipality:
 - i. Issue any permits and collect local permit fees, state or regional charges.
 - ii. Complete all periodic reports and government surveys.
 - iii. Prosecute all violations, as it deems necessary and appropriate.
 - iv. Provide S.E.C. Inspector with access to the Municipality offices during regular business hours of the Municipality including access to office equipment for the Municipality of Spring Park S.E.C. inspection purposes only.
- B. Responsibility of Inspector:
 - 1. Perform all on-site inspections required for S.E.C. enforcement.

2. Provide timely inspection reports and other information for the permanent records kept by the Municipality.
3. Assist in all S.E.C. related prosecutions with the S.E.C. Inspector's time and records.
4. Provide general S.E.C. information to contractors, developers, architects and citizens of Spring Park as required by the Municipality.
5. Recommend updating of S.E.C. ordinances.
6. Review and recommend S.E.C. Inspection billing rates.
7. Represent Municipality as its S.E.C. Inspector within the limits of the City Ordinance or the provisions of this document.
8. Serve as authority to administer and enforce the S.E.C Ordinance or Standard as prescribed by the Municipality.
9. Provide the Municipality with timely reports as reasonably requested by the Municipality which include, but are not limited to; a quarterly summary of the inspections performed.
10. Attend City Council Meetings, as requested, to discuss issues related to the S.E.C. Inspections Program.

3. Cost to Municipality for Services.

The Municipality shall pay the Inspector for services under this contract a rate of .0005 of building permit valuation with a minimum of \$150 for new construction and \$50 for additions. The amount of these fees shall be charged to the permit applicant as a part of the permit fees as a separate line item.

Work requested outside construction process as defined in 1C above will be conducted at an hourly rate of \$45.00 per hour during regular business hours or 200% of this rate outside of normal business hours.

Section F
AGREEMENT AND CONTRACT FOR
PLUMBING PLAN REVIEW SERVICES

NOW, THEREFORE, the parties hereto agree to specific terms as follows:

1. Level of Inspection Services ("Services").

Inspector will provide Plumbing Plan Review services for the Municipality of Spring Park on the following terms and conditions:

Render required enforcement and administration of the currently adopted State Plumbing Codes and perform Plumbing Plan Review Services formerly provided by the State of Minnesota.

2. Adoption of Plumbing Codes.

The State Plumbing Code has been adopted by reference as the Plumbing Code for the Municipality of Spring Park. All regulations adopted by the Municipality as set forth in Paragraphs 1 and 2 of this agreement shall be referred to hereinafter as "Plumbing Code" and shall be enforced by the Inspector.

The Inspector shall inform the Municipality whenever the Municipal Code of Spring Park should be revised to include new or revised code additions.

3. Administrative Procedures.

This section is set forth to clarify the responsibilities of the Municipality and Inspector and to establish procedures for performing Plumbing Plan Review Services.

A. Responsibility of the Municipality:

1. Issue all permits and collect local permit fees.
2. Complete all periodic reports and government surveys.
3. Prosecute all violations, as it deems necessary and appropriate.

B. Responsibility of Inspector:

1. Perform Plumbing Plan Review for all eligible Commercial, Industrial and Multi-Unit Residential projects requiring such review.
2. The Plumbing Inspector reserves the right to pass plans on to the State if such plans represent issues beyond the scope of this

contract. The Plumbing Inspector will bill the Municipality for costs incurred for such special instances.

3. Provide timely review reports and other information for the permanent records kept by the Municipality and to State Department of Labor and Industry.
4. Assist in all Plumbing Code violation prosecutions with the Plumbing Inspector's time and records.
5. Provide general Plumbing Code information to the citizens of Spring Park as required by the Municipality.
6. Recommend updating of Plumbing Code ordinance.
7. Review and recommend Plumbing Plan Review Fee Schedule.
8. Represent Municipality as its Plumbing Inspector within the limits of the State Plumbing Codes.
9. Serve as authority to administer and enforce the Plumbing Code.
10. Provide the Municipality with timely reports as reasonably requested by the Municipality.
11. Assist the Municipality on ordinance and Plumbing Code related issues.
12. Attend City Council Meetings, as requested, to discuss building projects or issues related to the Plumbing Inspections or Plan Review Programs.
13. Perform Plumbing Plan Review services within 15 business days of receipt of a complete submission

4. Cost to Municipality for Services.

The Municipality shall pay the Inspector for services under this contract a rate of 100% of plan review fee listed in Municipality's Fee Schedule. The City shall use the State's Plumbing Plan Review fee schedule if it has not adopted its own fee schedule.

Standards of Service

Phones & Scheduling

We will staff our office from 8:00 a.m. – 4:30 p.m. Monday through Friday. We observe national holidays except Columbus Day. There is normally staff at the office to expedite calls to the inspectors, answer questions, or handle concerns during these hours. We have voice mail to accommodate after-hours calls and requests for inspection. An on-call inspector can be reached for after-hours emergencies. To accommodate contractors outside of the metro area, we have a toll free number, 888-446-1801.

Code Enforcement

We will enforce the minimum standards established in all the required enforcement sections of the MN State Building Code.

Inspections

We schedule all inspections through our office. We will provide same day inspections when available, and everyone will be served by the end of the following business day. We will be available to provide inspection services every business day and will pick up or drop off permit applications whenever needed.

We strive to be on time to all of our inspections. If the actual time of arrival will vary more than 10 minutes from the time scheduled, our inspectors generally contact our office, and the scheduling staff calls the on-site contact to inform them.

Logistics and work flow

We will stop by City Hall when we are performing inspections in the area or if we need to pick-up any information, drop-off permits after plan review is completed, attend meetings, or answer questions. We encourage the Municipality to email or call if a permit is available for pick-up to facilitate scheduling and streamline workflow. The inspectors, as well as our dedicated support staff, are available to answer code questions, handle concerns, and schedule inspections during regular business hours. All inspectors have mobile phones. In addition to telephone contact, we provide an "Ask an Inspector" feature on our website that can be accessed at any time.

All documentation for inspections performed is returned to our office at the end of the business day. We transcribe all pertinent information for the inspection slips and scan them for our record. This allows us to research issues on open permits. We then return all records to the City so the property file can remain updated in a timely manner. All client municipalities have access to our proprietary software for reports and data entry. All permanent files are maintained by the Municipality.

CITY OF SPRING PARK BUILDING CODE FEE SCHEDULE

Residential Fees

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

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

Maintenance Permit Fees:

- Re-Roof: \$38.50 (see handout for building permit requirements) + State surcharge
- Re-Side: \$38.50 (see handout for building permit requirements) + State surcharge
- Re-Window: \$38.50 replacement of same size windows (Exception: egress windows – see handout)
- Re-Door (Exterior): \$38.50 replacement of same-size exterior doors
- Garage (overhead) door: \$38.50 replacement of same size doors

Zoning Permit Fees:

- Shed (under 200 sq. ft.) \$38.50; no state surcharge
- Fence (under 7' in height) \$38.50; no state surcharge
- Retaining Wall (under 4' in height) \$38.50; no state surcharge

(Sheds over 200 sq. ft., fences over 7' in height and retaining walls over 4' in height require building permits submitted for plan review and permit fees are based on valuation)

Plumbing Permit Fees:

- New fixtures: \$5.00 per fixture with \$50.00 minimum fee
- Plumbing change outs (water heaters and water softeners): \$20.00 each plus state surcharge

Mechanical Permit Fees:

- New appliances: \$38.00 each (furnace, air conditioner, in-floor heating system, gas water heater) plus state surcharge
- Gas Line (with mechanical permit): \$10.00 per gas line, \$20.00 minimum, plus state surcharge
- Gas Line only permit: \$45.00 plus state surcharge
- Fire Place insert – \$38.50 plus state surcharge
- Fire Place (masonry) – Building permit required; fee based on valuation

Commercial Fees

(all projects not defined as residential above)

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

Plumbing and Mechanical Permit Fees - Valuation Based Permits (1.25% of contract price) with minimum fees as follows:

- Building Permit minimum: \$75.00
- Plumbing minimum: \$55.00 + state surcharge
- Mechanical minimum: \$55.00 + state surcharge
- Gas line minimum: \$45.00 + state surcharge

Commercial Plumbing Plan Review:

Building Sewer and/or Water Service Only	\$150.00
Plumbing System:	
25 or fewer drainage fixture units	\$150.00
26-50 drainage fixture units	\$250.00
51-150 drainage fixture units	\$350.00
151-249 drainage fixture units	\$500.00
250 + drainage fixture units	\$3.00 X # of drainage fixture units (max. \$4,000)
Interceptors/Separators	\$70.00/each
Storm Drainage System Minimum	\$150.00
Internal Roof drain opening	\$50.00/each; max. of \$500.00
Storm Water Interceptor, Separator, or Catch Basin	\$70.00/each

Fire Sprinkler Systems require regular building permit; fees are based on valuation; no state surcharge

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

Demolition fees are based on valuation (contractor's cost estimate) and require a regular building permit

Valuation Based Fees

(Residential and Commercial building permit fees when plan review is required):

<u>Value up to (and including):</u>	<u>Fee</u>	<u>For the first</u>	<u>Plus</u>	<u>For each additional:</u>
\$0 - \$500	\$38.50	\$500	-	-
\$500.01 - \$2,000	\$38.50	\$500	\$3.36	\$100 or fraction thereof
\$2,000.01 - \$25,000	\$88.90	\$2000	\$15.40	\$1000 or fraction thereof
\$25,000.01-\$50,000	\$443.10	\$25,000	\$11.11	\$1000 or fraction thereof
\$50,000.01-\$100,000	\$720.85	\$50,000	\$7.70	\$1,000 or fraction thereof
\$100,000.01-\$500,000	\$1,105.85	\$100,000	\$6.16	\$1,000 or fraction thereof
\$500,000.01-\$1,000,000	\$3,569.85	\$500,000	\$5.23	\$1,000 or fraction thereof
\$1,000,000.01 +	\$6,184.85	\$1,000,000	\$4.02	\$1,000 or fraction thereof

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

Building Permit Related Fees – commercial and residential

- **Plan Check/Document Evaluation fee:** 65% of the Permit Fee for Residential and Commercial Projects. All valuation-based permits require plans/documents to be submitted for review
- **Residential Site Inspection (including initial S.E.C.),** required for all new construction (new homes, detached garages, accessory structures): \$45.00
- **Commercial Site Inspection (including initial S.E.C.),** required for all new construction (new buildings and accessory structures): \$90.00
- **S.E.C. (Soil and Erosion Control)** \$.0005 x permit valuation for all *Building* Permits except re-roof, reside, window replacement, decks & interior remodels. Minimum \$200.00 new home or commercial construction; minimum \$50.00 on any other non-exempt construction.
- **Demolition Permit Fees:** Based on valuation; regular building permit required.
- **Exterior Structures:**

Retaining Wall (over 4' in height):	based on valuation
Fence (over 7' in height):	based on valuation
Sheds (over 200 sq. feet):	based on valuation
- **Pre-moved in single family dwelling – code compliance inspection:** \$165.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Pre-moved in accessory structure – code compliance inspection:** \$125.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Connection fee – Moved in structure:** \$275.00 (does not include foundation/interior remodel)
- **Manufactured home installation:** \$275.00 (does not include foundation/interior remodel) plus connection fees (if applicable)
- **Electric Permit fees:** See separate electric fee schedule

State Surcharge Fees

State Surcharge: Schedule is based on the currently adopted State Surcharge Table – per MN Statute 326B.148

State Surcharge is applicable on all permits unless otherwise noted.

Other Inspections and Fees

1. **Re-inspection Fee** - A re-inspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. On valuation-based building permits, this fee is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Reinspection fees shall also be assessed when: 1) the address of the jobsite is not posted, 2) the inspection record card is not posted or provided at the worksite, 3) the approved plans are not readily available for the inspector, 4) full access to the site is not provided for the inspector, 5) the inspector is not met by the responsible individual (no show), 6) on residential (IRC) maintenance permits where corrections are required to be inspected, and 7) deviations from the approved plans occur without prior building official approval. Re-inspection fees are due on or before the re-inspection. Payment shall be made payable to the Municipality: **\$60 each**

2. **Inspections outside of normal business hours** (will include travel time both ways – 2 hour

minimum): **\$120/hr**

3. Inspections for which no fee is indicated, Miscellaneous and Special Services

(1 hour minimum): **\$60/hr**

4. Additional Plan Review required by changes, additions, or revisions to approved plans

(½ hour minimum) **\$60/hr**

5. **Special Investigation fee (work started without obtaining a permit)** – applies whether permit is issued or not: **100% of permit fee**

6. **Copy charge** (black/white 8 ½ x 11) – per side \$.25/sheet

Permit Valuation is based on supplied construction value with a minimum of the calculated value from the approved building department valuation schedule.

Adopted by the City Council of Spring Park on the 10th day of July, 2017

City of Spring Park

By

Jerome P. Rockvam, Mayor

Attest:

By

Theresa Schyma, City Clerk

2018 SUMMARY BUDGET

GENERAL FUND

Revenue

Property Tax Levy	\$1,052,660
Payments in Lieu of Taxes	\$37,000
Licenses & Permits	\$26,376
Zoning & Building Fees	\$29,500
Grants & Aid	\$5,700
Recycling Fees	\$10,000
Fines	\$15,000
Special Assessments	\$6,000
Miscellaneous	\$17,500
Transfer from Reserves	\$61,914
Total	\$1,261,650

Expenditures

Police	\$448,800
Fire	\$144,750
Public Works	\$185,550
Administration	\$184,150
Contracted Services (Planner, Attorney, Assessor & Building Official)	\$100,350
Parks & Recreation	\$32,900
Waste Services	\$37,000
Debt Service	\$128,150
Total	\$1,261,650

WATER & SEWER FUNDS

Revenue

Charges for Service	\$652,000
Miscellaneous	\$3,000
Interest Earnings	\$21,000
Lease Revenue	\$55,000
Transfer from Reserves	\$152,518
Total	\$883,518

Expenditures

Contracted Services (PeopleService)	\$68,500
Operations & Maintenance	\$303,300
Depreciation	\$165,000
Met Council Sewer Charges	\$207,768
Debt Service	\$138,950
Total	\$883,518

2018 - 2028 Capital Improvement Plan

Proposed Capital Improvement or Acquisition	Department	Year when construction will start or acquisitions will begin	Year when construction will finish or acquisitions will end	Total Estimated Cost	Funding Source					Comments	
					General Fund	PIR- Public Improvement Revolving Fund	Water Fund	Sewer Fund	Bond		Special Assessment
Sewer Slip-lining	Sewer	2018	Ongoing	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0	
City Hall ADA Improvements	Water	2018	2018	\$10,000	\$0	\$10,000	\$0	\$0	\$0	\$0	
Water Plant Interior Painting	Building & Grounds	2018	2018	\$15,000	\$0	\$7,500	\$7,500	\$0	\$0	\$0	
Shoreline Drive Sidewalk Repairs	Building & Grounds	2018	2018	\$25,000	\$0	\$25,000	\$0	\$0	\$0	\$0	
Shoreline & Interlachen Utility Improvements	Streets	2018	2018	TBD							Need cost estimate.
Upgrade Thor Thompson & Wilkes Playgrounds	Parks	2018	2018	TBD							Need cost estimate.
City Hall Building Improvements (Carpet, workstations, desks)	Planning	2018	2018	\$10,000	\$2,500	\$2,500	\$2,500	\$2,500	\$0	\$0	
Water Tower Bowl Interior Maintenance	Parks	2019	2020	TBD							Need cost estimate.
City-Wide Water Meter Replacements	Water	TBD	TBD	TBD							Need cost estimate.
Lift Station #4 Upgrade	Sewer	TBD	TBD	TBD							Located at Channel Road. This is the last lift station to be upgraded.
Shoreline Dr Retaining Walls	Streets	TBD	TBD	TBD							Need cost estimate.
Watermain Looping	Water	TBD	TBD	TBD							Need cost estimate.
Various Road Reconstruction With Curb, Gutter, Water & Sewer	Streets / Sewer / Water	TBD	TBD	TBD							Need cost estimate.

**CITY OF SPRING PARK
SPRING PARK, MN**

ORDINANCE 17-04

**AMENDMENT AND RESTATEMENT OF CITY CODE
APPENDIX A – SCHEDULE OF FEES AND CHARGES**

Chapter 1. General Administration		
	<i>Administrative Citations and Fines</i>	
§1-14	General fines for violations/citations	
	First offense	100.00
	Second offense	150.00
	Third offense (and all subsequent offenses)	200.00
	Fines for violation of Chapter 11 – Dock Permits	See below
	Fines for violation of Chapter 34 – Lawn Sprinkling	See below
Chapter 4. Alcoholic Beverages		
	<i>Alcohol</i>	
§4-31(c)	Beer, 3.2 on-sale	532.00
§4-31(a)	Beer, 3.2 off-sale	80.00
§4-31 (b)	Taproom, growler off-sale	100.00
§4-31 (d)	Taproom, on-sale	2,000.00
§4-31(c)	Liquor, intoxicating on-sale (payable in 2 equal installments on 6/1 and 12/31)	10,050.00
§4-31(e)	Liquor, intoxicating Sunday sale	200.00
§4-31(a)	Liquor, intoxicating off-sale	100.00
§4-92	Wine, on sale	1,064.00
Chapter 6. Amusements and Entertainments		
	<i>Amusement Device</i>	
§6-163	Owner	293.00
§6-165	Operator	37.40
	<i>Dance</i>	
§6-62	Single event	45.00
§6-105	Dinner dance – (payable in 2 equal installments on 6/1 and 12/31)	2,658.50
	<i>Music Concert</i>	

§6-70A	Single Event	45.00
§6-70A	Season	1,600
	<i>Special Event</i>	<u>Fee/Escrow</u>
§6-192	<u>Single Event Permit</u>	<u>100-00/250</u>
	<u>Single Event Permit with Live or Amplified Music</u>	<u>250/500</u>
	<u>Multi-Day Event Permit</u>	<u>250/1,000</u> <u>+ 100 for each</u> <u>additional day</u>

Chapter 10. Buildings and Building Regulations and Signs

	<i>Building Permit</i>	
§10-33	Permit fees	See Building Code Fee Schedule
	Plan review	See Building Code Fee Schedule
	State surcharge	See Building Code Fee Schedule
	<i>Mechanical Permit</i>	See Building Code Fee Schedule
	<i>Shed/Accessory Building Permit</i>	See Building Code Fee Schedule
§42-64	<i>Fence Permit</i>	See Building Code Fee Schedule
§10-98	<i>Sign Permit</i>	
	Temporary Sign Permit	<u>235.00</u>
	Temporary Sign Retainer	100.00
	Temporary Sign Late Application Fee	200.00
	Permanent Sign Permit	75.00
	Permanent Sign Escrow Deposit	500.00
	Permanent/ Temporary Sign Late Application Fee	50.00

Chapter 11. Docks

§11-12	Annual application fee – dock permit	200.00
§11-31	Violation – 1 st offense	250.00
§11-31	Violation – 2 nd offense	500.00
§11-31	Violation – 3 rd offense	750.00

Chapter 12. Businesses

	<i>Cigarette/Tobacco Products License</i>	
§12-82	License to sell	25.00

	<i>Massage Services</i>	
§12-213	Annual fee for establishment	250.00
§12-213	Investigation Fee for establishment license	150.00
§12-243	Annual Certificate to Practice Fee for person	100.00
§12-243	Investigation Fee – Certificate to Practice for person	150.00

Chapter 13. Peddlers, Solicitors and Transient Merchants

§13-32	License	25.00
§13-32	Food Truck License	50.00
§13-32	Food Truck Per Day Fee	5.00
	<u>Investigation Fee</u>	<u>150.00</u>

Chapter 26. Secondhand Goods

	<i>Pawnbroker</i>	
§26.61	License	25.00
§ 26-63	Investigation <u>Fee</u>	<u>1050.00</u>
§ 26-64	Bond	1,000.00

Chapter 28. Solid Waste Management

§ 28-62	<i>Solid Waste Collection License</i>	
	1 st Vehicle	50.00
	Each additional vehicle	25.00
§ 28-64	Performance Bond	1,000.00
<u>Art. III</u>	<u>Reeycling-bin</u>	<u>10.00</u>

Chapter 34. Utilities

§ 34-251	<i>Plumbing permit</i>	See Building Code Fee Schedule
	<i>Public utilities</i>	
§ 34-41	Sewer minimum charge per quarter per unit	7.50
	Sewer (per 1,000 gallons)	3.25
	Sewer/Met Council Charge (per 1,000 gallons)	2.50
§ 34-11	Sewer connection	50.00
	Water minimum charge per quarter per unit	12.00
§ 34-192	Water (per 1,000 gallons)	0-8999 2.50 9000-17,999 3.75 18,000+ 5.00
§ 34-221	Water connection	50.00

§ 34-224	Meter installation or removal	35.00
	Turn on or turn off	30.00
	Frost plate replacement	25.00
	Repair of meter/mounting horn	40.00
	Test fee, residential per year	6.40
	Test fee, commercial per year	6.40
	<u>Second water meter fee</u>	<u>350.00</u>
§ 34-164	Special assessment search – water service application	10.00
§ 34-166	<i>Lawn Sprinkling Violations</i>	
	1 st violation	Written warning
	2 nd violation	50.00
	3 rd violation	75.00
	4 th violation	150.00
	Additional violations may result in misdemeanor prosecution	
	<i>Miscellaneous Fees Copies (for nonresidents and mailed)</i>	
	Council agenda's each 0.50 — year	15.00
	Council minutes each 2.50 — year	75.00
	Planning Commission agenda's	0.50 ea/7.50 yr
	Planning Commission minutes	2.50 ea/50.00 yr
	Any of the above — single page	0.25
	Copies — miscellaneous page	0.25 per page after first 30 pages
	Mailing Labels	10.00
	Zoning Ordinance book	50.00 Same as Copies
	City Code book	165.00 Same as Copies
	<u>NSF check fee</u>	<u>30.00</u>
	<u>False alarm fee</u>	<u>1st 0.00</u> <u>2nd 0.00</u> <u>3rd 50.00</u> <u>4th 100.00</u> <u>5th + 250.00</u>
	<u>Candidate filing fee</u>	<u>2.00</u>

Chapter 42. Zoning/Planning

§42.15	<i>Land use (Single Family/2 Family Residential)</i>	Fee/Escrow
	Variance request	250/500
	Vacation of public street, right of way or easement	150/1,000
	Rezoning application	200/300
	Conditional use permit	200/500
	Simple lot combination	100/1,000
	Site Plan/Building Plan Review	250/750
	Subdivision – Concept Plan Review	0/0
	Subdivision – Preliminary Plat Review	300/1,000
	Subdivision – Final Plat	300/1,000
	Environmental Review	300/750
	Ordinance Amendment or Rezoning	200/300
	Appeals	0/0
	Administrative Approvals	50/100
§42.15	<i>Land use (Multi-family Residential & Commercial Land Use)</i>	Fee/Escrow
	Variance request	300/1,000
	Vacation of public street, right of way or easement	300/500
	Rezoning application	300/500
	Conditional use permit	300/1,000
	Simple lot combination	300/1,000
	Site Plan Review	300/1,000
	Subdivision –Concept Plan Review	300/1,000
	Subdivision –Preliminary Plat Review	300/1,000
	Subdivision – Final Plat	300/1,000
	Environmental Review	300/750
	Ordinance Amendment or Rezoning	300/500
	Appeals	250/500
	Administrative Approvals	50/100