



**CITY COUNCIL WORKSESSION AGENDA  
MONDAY, OCTOBER 21, 2024**

**ABLE PARK BUILDING, 8200 ABLE STREET NE at 5:30 PM**

- 1. CALL TO ORDER**
- 2. DISCUSSION ITEMS**
  - A.** Discuss Transitioning Plumbing Plan Reviews and Electrical Inspections from State to Outside Contractors (*Baker/Buchholtz*)
  - B.** Review Proposed Changes to Statement of Values (*Buchholtz*)
- 3. REPORT**
  - A.** City Council and Staff Reports
- 4. ADJOURN**



# Memorandum

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**To:** Mayor Nelson and Members of the City Council

**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

**Date:** October 16, 2024

**Subject:** Transitioning Electrical Inspection and Plumbing Plan Review to City-designated Consultants

Staff recommends the City Council consider transitioning plumbing plan review and electrical inspection services from the State of Minnesota to Rum River Consulting and Nykanen Inspections, respectively. This transition is aimed at improving efficiency, enhancing customer service and expediting the construction process for residents, businesses and contractors within our community.

Currently, the State of Minnesota Department of Labor and Industry (DOLI) oversees plumbing plan reviews and electrical inspections for the City. These services, while adequate, often face delays due to high demand, causing bottlenecks in construction timelines. Staff has experienced this first hand during the City Hall Renovation/Expansion project.

Minnesota Statutes 326B.43, Subdivision 2, and 326B.36, Subdivision 6, permit the delegation of these responsibilities to municipalities, allowing the City to manage these services locally.

City staff recommends entering into an agreement with Rum River Consulting to handle plumbing plan reviews for public and commercial projects. This delegation would enable plumbing plan reviews to be completed in a timelier manner, cutting down review time for residents, businesses and contractors. This delegation also provides the City with a new revenue source, as the City would retain a portion of the plan review fee. Rum River Consultants have a number of clients and provide services ranging from plumbing plan reviews to serving as the designated building official. Clients include Mounds View, Circle Pines, Isanti, Columbia Heights, East Bethel, and Andover.

City staff recommends entering into an agreement with Nykanen Inspections to perform electrical inspection services. Currently, the State only conducts electrical inspections two days per week. Nykanen Inspections will be able to provide same day inspections, with some exceptions. Localizing this service will expedite construction projects and allow the City to retain part of the inspection fees. Andrew Nykanen was previously the city's electrical inspector under a contract with the State prior to the State bringing electrical inspections in-house.

Staff would like to commend Building Official Baker for taking the initiative to identify these service improvements for the residents and businesses of Spring Lake Park. Building Official Baker supports the delegation of plumbing plan review and electrical inspection services to the city.

In order to implement these recommendations, the City Council would need to take the following actions:

1. Adopt Ordinance 497, which amends City Code to permit these delegations. The ordinance also amends the City fee schedule to establish the fees for these services as the City will begin collecting them.
2. Adopt resolution approving summary publication of Ordinance 497.
3. Adopt resolution authorizing Building Official and City Administrator to execute delegation application with Minnesota Department of Labor and Industry.
4. Adopt service contract with Rum River Consulting for plumbing plan review services.
5. Adopt service contract with Nykanen Inspections for electrical inspection services.

Building Official Baker will be at the work session to answer any questions the City Council may have. The contractors will be invited to attend the work session as well.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

**SPRING LAKE PARK  
ORDINANCE 497**

**AN ORDINANCE REGARDING THE APPLICATION, ADMINISTRATION, AND  
ENFORCEMENT OF BUILDING, PLUMBING, AND ELECTRICAL CODES,  
INCLUDING PERMIT ISSUANCE, PLAN REVIEW, INSPECTIONS, AND FEE  
SCHEDULES**

**NOW THEREFORE**, be it ordained by the Council of the Spring Lake Park, in the State of Minnesota, as follows:

**SECTION 1:**        **AMENDMENT** “12.04.020 Application, Administration And Enforcement” of the Spring Lake Park Municipal Code is hereby *amended* as follows:

AMENDMENT

12.04.020 Application, Administration And Enforcement

- A. The application, administration, and enforcement of the code shall be in accordance with Minnesota State Building Code. The code shall be enforced within the extraterritorial limits permitted by M.S. § 326B.121, subd. 2(d), as amended from time to time.
- B. This code shall be enforced by the Minnesota Certified Building Official designated by the City of Spring Lake Park, Minnesota to administer the code (M.S. § 326B.133), including plumbing plan review and inspections.
- C. ~~Prior to the installation of a system other than for a single-family dwelling with independent plumbing service, complete plumbing plans and specifications, together with any additional information that the Building Official may require, shall be submitted in duplicate and approved by the Building Official. No construction shall proceed except in accordance with the approved plans. Any alteration or extension of any existing plumbing system shall be subject to these same requirements. A plumbing system installation, as described herein, shall be subject to inspection as required by the State Plumbing Code. Fees for Plumbing Plan review shall be as specified for plan review in the city's fee schedule.~~Plumbing Permit Administration, Plan Review, and Inspections.
  - 1. All plumbing on private property within the city must comply with the provision of the state building and plumbing code and this article.
  - 2. Plans and specifications. Prior to the installation of a system of plumbing other than for a single-family dwelling, complete plans and specifications, together with any additional information that the building official may require, must be submitted and reviewed by the building official or their designee prior to permits and installation. Construction cannot proceed except in accordance with approved plans and specifications. Any alteration, extension, or repair of

an existing system is subject to these same requirements, unless waived by the building official in accordance with Minn. Rules, part 1300.0215.

3. Exceptions. Pursuant to Minn. Stat. § 326B.43, subd. 2(n), plumbing plans and specifications for the following projects must be submitted to the Minnesota Department of Labor and Industry for a full plan review:
  - a. State-licensed facilities as defined in M.S. § 326B.103, subd. 13;
  - b. Public buildings as defined in M.S. § 326B.103, subd. 11
  - c. Projects of a special nature for which department review is requested by either the municipality or the state.
4. Inspections. New plumbing systems or parts of existing plumbing systems that have been altered, extended, or repaired shall be inspected, tested, and approved by the building official or their designee in accordance with Minn. Rules, part 1300.0215 before the plumbing system is put into use. The building official shall perform the final inspection and witness the test. The building official shall approve the plumbing system if the system complies with the requirements of this Code, any permit requirements, and the requirements of any approved plans and specification. Plumbing system tests shall comply with Minn. Rules, Chapter 4714.
5. Covering of work. No building building drainage or plumbing system or part thereof shall be covered until it has been inspected, tested, and approved as herein prescribed.

D. Electrical Permit Administration, Plan Review and Inspections.

1. Authority. Pursuant to M.S. § 326B.36, subdivision 6, the city is authorized to designate an electrical inspector to issue permits, conduct inspections and enforce the State Electrical Code within the city's jurisdiction. The city hereby adopts this authority and establishes a process for the issuance of electrical permits.
2. Designation of electrical inspector. The City Council shall designate an electrical inspector who is licensed by the State of Minnesota and is qualified to issue permits and conduct inspections as required by the State Electrical Code. The electrical inspector shall act on behalf of the City in the issuance of electrical permits and the enforcement of electrical standards, in accordance with state law.
3. Issuance of electrical permits.
  - a. Any person or entity intending to perform electrical work within the city shall be required to obtain an electrical permit from the city before commencing work.
  - b. The application for an electrical permit shall be submitted on a form approved by the city and shall contain all necessary information as determined by the electrical inspector.
  - c. Upon approval of the application and payment of the applicable fee, the electrical inspector shall issue an electrical permit authorizing the work.
4. Inspections and Enforcement. The designated electrical inspector shall conduct all necessary inspections in accordance with the Minnesota State

Electrical Code to ensure that the electrical work complies with applicable safety standards. The inspector is authorized to enforce compliance and may issue correction notices or stop-work orders as necessary.

5. Fees. Fees for electrical permits shall be established by the City Council and shall be set by ordinance. Such fees shall be paid to the City at the time of the application for the permit.

**SECTION 2: FEE SCHEDULE.** The 2024 Fee Schedule is hereby amended as outlined in Exhibit A.

**SECTION 3: EFFECTIVE DATE.** This ordinance shall take effect upon its passage and publication in accordance with applicable law.

PASSED AND ADOPTED BY THE SPRING LAKE PARK COUNCIL

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	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Councilmember Wendling	_____	_____	_____	_____
Councilmember Goodboe-Bisschoff	_____	_____	_____	_____
Councilmember Dircks	_____	_____	_____	_____
Councilmember Moran	_____	_____	_____	_____
Mayor Nelson	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Robert Nelson, Mayor, Spring Lake Park

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Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer, Spring Lake Park

## *Exhibit A*

# **CITY OF SPRING LAKE PARK** **2024 FEE SCHEDULE (REVISED)**

### **1. PERMIT FEE - VALUATION TABLE**

Valuation	Permit Fee
\$1 to \$500	\$50.00
\$501 to \$2,000	\$28.00 for the first \$500 plus \$3.70 for each additional \$100 in value or fraction thereof; min. \$50.00
\$2,001 to \$25,000	\$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	\$464.15 for the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	\$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof
\$101,001 to \$500,000	\$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	\$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof.
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000 plus \$5.00 for each additional \$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.

### **2. ELECTRICAL PERMIT FEES – VALUATION TABLE**

<b><u>COMMERCIAL ELECTRICAL PERMIT</u></b>	
<b><u>Valuation</u></b>	<b><u>Permit Fee</u></b>
<b><u>\$1 to \$1,000</u></b>	<b><u>\$50.00 per trip</u></b>
<b><u>\$1,001 to \$2,000</u></b>	<b><u>\$50.00 for the first \$1,000 plus \$3.25 for each additional \$100 or fraction thereof</u></b>
<b><u>\$2,001 to \$25,000</u></b>	<b><u>\$82.00 for the first \$2,000 plus \$14.85 for each additional \$1,000 or fraction thereof</u></b>
<b><u>\$25,001 to \$50,000</u></b>	<b><u>\$423.55 for the first \$25,000 plus \$10.70 for each additional \$1,000 or fraction thereof</u></b>
<b><u>\$50,001 to \$100,000</u></b>	<b><u>\$691.05 for the first \$50,000 plus \$7.45 for each additional \$1,000 or fraction thereof</u></b>
<b><u>\$100,001 to \$500,000</u></b>	<b><u>\$1,063.55 for the first \$100,000 plus \$6.00 for each additional \$1,000 or fraction thereof</u></b>
<b><u>\$500,001 to \$1,000,000</u></b>	<b><u>\$3,463.55 for the first \$500,000 plus \$5.10 for each additional \$1,000 or fraction thereof</u></b>
<b><u>\$1,000,001 and up</u></b>	<b><u>\$6,013.55 for the first \$1,000,000 plus \$4.00 for each \$1,000 or fraction thereof</u></b>
<b><u>Solar fees</u></b>	<b><u>Same as residential solar fees</u></b>

**As established in the Minnesota State Board of Electricians, March 1, 1972 Edition of Laws and Regulations– Licensing Electricians and Inspections of Electrical Installations as Amended. Minimum fee is \$50.00 per trip.**

**RESIDENTIAL ELECTRICAL PERMIT**  
**(Single Family Homes, Apartments and Condominiums)**

<u>Item</u>	<u>Fee</u>
<u>Residential Panel Replacement</u>	<u>\$110.00</u>
<u>Sub Panel</u>	<u>\$50.00</u>
<u>New Service or Power Supply (Circuits)</u>	<u>Add \$16.00 for each additional 100 amps</u>
<u>0 to 300 amp</u>	<u>\$55.00</u>
<u>400 amp</u>	<u>\$71.00</u>
<u>New Service or Power Supply (Feeders)</u>	<u>Add \$6.00 for each additional 100 amps</u>
<u>0 to 100 amp</u>	<u>\$9.00</u>
<u>101-200 amp</u>	<u>\$15.00</u>
<ul style="list-style-type: none"> <li>• <u>Minimum permit fee is \$50.00 plus \$1.00 state surcharge. This is for one inspection only. Minimum fee for rough-in and final inspection is \$100.00 plus \$1.00 state surcharge.</u></li> <li>• <u>Maximum fee for single family dwelling or townhouse not over 200 amps (no max if service is over 200 amps) is \$200.00 plus \$1.00 state surcharge.</u></li> <li>• <u>Failed inspections are an additional \$50.00 each</u></li> </ul>	
<u>Apartment or Condominium Complex</u> <u>(Does not cover service, unit feeders or house panels)</u>	<u>\$90.00 per unit</u>
<u>Swimming Pool and Hot Tub</u>	<u>\$100.00 plus circuits at \$9 per circuit – includes 2 inspections</u>
<u>Addition/Remodel/Basement Finish</u>	<u>\$100.00 (includes up to 10 circuits and 2 inspections)</u>
<u>Residential Accessory Structure</u>	<u>Greater of \$55.00 for panel plus \$9 per circuit or \$100 for 2 inspections</u>
<u>Street and Parking Lot Lights</u>	<u>\$5 per standard</u>
<u>Transformers and Generators:</u>	
<u>Up to 10 kva</u>	<u>\$5.00</u>
<u>11 to 74 kva</u>	<u>\$45.00</u>
<u>75 to 299 kva</u>	<u>\$60.00</u>
<u>Over 299 kva</u>	<u>\$165.00</u>
<u>Retrofit Lighting</u>	<u>\$0.85 per fixture</u>
<u>Sign Transformer or Driver</u>	<u>\$9.00 per transformer</u>
<u>Low Voltage Fire Alarm, Low Voltage Heating and Air Conditioning Control Wiring</u>	<u>\$0.85 per device</u>
<u>Residing Jobs</u>	<u>\$50.00 first unit, \$35.00 for each additional unit</u>
<u>Reinspection Fee</u>	<u>\$50.00</u>
<u>Solar Fees:</u>	
<u>0kw to 5kw</u>	<u>\$90.00</u>
<u>5.1kw to 10kw</u>	<u>\$150.00</u>
<u>10.1kw to 20kw</u>	<u>\$225.00</u>
<u>20.1kw to 30kw</u>	<u>\$300.00</u>
<u>30.1kw to 50kw</u>	<u>\$375.00</u>
<u>40.01kw and larger</u>	<u>\$375.00 plus \$25.00 for each additional 10kw</u>
<u>Electrical Inspection Fee: Furnace, Air Conditioning, Bath Fan, Fireplace or Receptical for Water Heater Vent</u>	<u>\$40.00</u>
<ul style="list-style-type: none"> <li>• <u>Refunds must be requested in writing. No refunds unless more than the minimum fee. Refunds are minus the City's 20% handling fee.</u></li> <li>• <u>Permit fee is doubled if the work starts before the permit is issued.</u></li> </ul>	



- Min. fee permits expire in 6 months; permits over the min. fee and up to \$250, expire in 1 year.

### 3. RESIDENTIAL PERMIT FEES

Item	Fee
Maintenance Permit Fees (re-roof, re-side, re-door/garage door, re-window, if replacing existing opening)	Valuation based permit
Plumbing Permit Fees:	
Per Fixture Fee	\$75.00 plus \$9.00 per fixture after five (5) fixtures (includes each of any of the following: floor drains, toilets, bidets, sinks, hose bibs, laundry, dishwasher and/or refrigerator connections, water heater, whole-house humidifier, water softener, lawn irrigation system, shower, tub, sump pump, future rough-in fixture and water supply pipe replacement)
Lawn Irrigation System	\$60.00
Fixture Maintenance (replacing a previously existing fixture or appliance where only disconnecting and reconnecting of existing pipes or ducts is to be done)	\$60.00
Fire Suppression	Valuation based permit
Mechanical Permit Fees	
AC (only); Furnace (only); Air Exchanger; Sheet Metal/Duct Work; Gas Appliance (inc. Fireplace Insert) Gas, oil piping; Steam, hot water heating	\$40.00/unit; minimum fee \$80.00
Fire Place Masonry	Valuation based; building permit required
Fixture Maintenance (replacing a previously existing fixture or appliance where only disconnecting and reconnecting of existing pipes or ducts is to be done)	\$60.00

### 4. COMMERCIAL PERMIT FEES

Item	Fee
Plumbing	Valuation based; minimum fee \$95.00
Mechanical	Valuation based; minimum fee \$95.00
Gas line minimum (unless included with other mechanical work)	\$95.00
Irrigation system	Valuation based; minimum fee \$95.00
Fire Sprinkler Systems	Valuation based; building permit required
Fire Alarm Systems	Valuation based

### 5. MISCELLANEOUS PERMIT FEES

Item	Fee	Reference
Billboards	\$250.00 per billboard side	§16.24.020
Temporary Signs	\$35.00 per side per 14 day period Maximum of 3 permits or six weeks per year	§16.24.020
Permanent Signs	\$75.00 for the first 40 square feet plus \$1.25 for	§16.24.020

	each additional square feet thereafter	
Fire Alarm Systems	\$100.00	§9.08
Tank Installation (fuel, oil, gas, etc.)	Valuation based; no surcharge	§9.16
Tank Removal (fuel, oil, gas, etc.)	Valuation based; no surcharge	§9.16
Temporary Structures (Tents < 200 sq. ft.)	\$50.00	§12.12
Moving Principal Structure	\$175.00 per building (plus \$1.00 surcharge)	§12.24
Moving Accessory Structure (400 sq. ft. or less)	\$25.00	§12.24
Moving Accessory Structure (< than 400 sq. ft.)	\$50.00 per building (plus \$1.00 surcharge)	§12.24

## 6. SURCHARGES

Building Surcharge: Unless otherwise stated, where the fee for the permit is based upon valuation, the surcharge is as follows:

Valuation of Work	Surcharge Computation
\$1,000,000 or less	.0005 x valuation
\$1,000,000 to \$2,000,000	\$500 + .0004 x (Value - \$1,000,000)
\$2,000,000 to \$3,000,000	\$900 + .0003 x (Value - \$2,000,000)
\$3,000,000 to \$4,000,000	\$1,200 + .0002 x (Value - \$3,000,000)
\$4,000,000 to \$5,000,000	\$1,400 + .0001 x (Value - \$4,000,000)
Greater than \$5,000,000	\$1,500 + .00005 x (Value - \$5,000,000)
For fixed-fee permits	\$1.00 per permit (or .0005 of the permit fee if fee exceeds \$1,000).

## 7. BUILDING PERMIT RELATED FEES (COMMERCIAL AND RESIDENTIAL)

Item	Fee	Reference
Contractor Licenses	\$65.00 per Year State License	§12.08
Contractor's License Verification Fee	\$5.00 per Permit	§12.08
Investigation Fee <u>(building, plumbing and electrical)</u>	Equivalent to permit fee (when work commences without an approved permit)	§12.04
Plan Review Fee	65% of permit fee for residential and commercial projects	§12.04
Master Plan	When submittal documents for similar plans are approved, plan review fees shall not exceed 25% of normal building permit fee established and charged for same structure. Original structure plan review fee is 65% of permit fee	§12.04
Review of State Approved Plans	25% of the Plan Review required by the adopted fee schedule (for orientation to the plans)	§12.04
<del>Plumbing Plan Review</del>	<del>State Fee Schedule</del>	<del>§12.04</del>
Residential Site Inspection (required for all new construction -- new homes, detached garages, accessory structures)	\$60.00	§12.04
Commercial Site Inspection (required for all new	\$90.00	§12.04

construction – new buildings and accessory structures)		
Fire Inspection Fee	\$75.00/hr.	§9.16
Certificate of Occupancy fee	\$200.00 Commercial/Industrial Business \$150.00 Residential	§12.12
Temporary Certificate of Occupancy – Escrow	\$500.00 – Residential \$1,000.00 – Commercial	§12.12
Demolition –Commercial	Based on valuation; minimum \$250.00	§16.60
Demolition -- Residential	Based on valuation; minimum \$150.00	§16.60
Exterior Structures:		
Driveway	\$60.00	§12.52.040
Retaining Wall (under 4’ in height)	\$60.00	§16.28.030
Retaining Wall (over 4’ in height)	Based on valuation	§12.04
Fence (under 7’ in height)	\$60.00	§16.28.030
Fence (over 7’ in height)	Based on valuation	§12.04
Shed (under 200 square feet)	\$60.00	§16.20.070
Shed (over 200 square feet)	Based on valuation	§12.04
Seasonal Swimming Pools (over 24” and 5,000 gallons, installed entirely above grade and located in the same place in yard year after year)	\$80.00 (one time fee)	§12.04
Permanent and In-ground Swimming Pools	Based on valuation	§12.04
Pre-moved in single family dwelling	\$175.00 plus travel time and mileage from City Hall (as calculated by Google Maps)	§12.04
Pre-moved in accessory structure	\$175.00 plus travel time and mileage from City Hall (as calculated by Google Maps)	§12.04
Connection fee – moved in structure (does not include foundation/interior remodel)	\$200.00	§12.04
Connection fee – plumbing	\$50.00	§12.04
Connection fee – mechanical	\$50.00	§12.04
Manufactured home installation (does not include foundation/interior remodel)	\$200.00 plus connection fees (if applicable)	§12.04
Site work for manufactured, prefab or moved in home (foundation, basement, etc)	Based on valuation	§12.04

## **8. PLUMBING PLAN REVIEW FEES**

<b><u>Item</u></b>	<b><u>Fee</u></b>
<b><u>Plan Review Fees: Building, Fire Suppression and Fire Alarm Permits</u></b>	<b><u>65% of the building permit fee established under Section 1</u></b>
<b><u>Plan Review Fees: Commercial Mechanical Permits</u></b>	<b><u>10% of the permit fee when project valuation exceeds \$30,000</u></b>
<b><u>Plan Review Fees: Public, Commercial and Industrial Plumbing Permits:</u></b>	
<b><u>    Systems with both water distribution and drain, waste and vent system and having:</u></b>	
<b><u>        25 or fewer drainage fixture units</u></b>	<b><u>\$150.00</u></b>

<u>26 to 50 drainage fixture units</u>	<u>\$250.00</u>
<u>51 to 150 drainage fixture units</u>	<u>\$350.00</u>
<u>151 to 249 drainage fixture units</u>	<u>\$500.00</u>
<u>250 or more drainage fixture units</u>	<u>\$3.00 per drainage fixture unit; maximum of \$4,000</u>
<u>Interceptors, separators or catch basins</u>	<u>\$70.00 per interceptor, separator or catch basin</u>
<u>Building sewer service only</u>	<u>\$150.00</u>
<u>Building water service only</u>	<u>\$150.00</u>
<u>Building water distribution system only; no drainage system</u>	<u>\$5.00 per supply fixture unit or \$150.00, whichever is greater</u>
<u>Storm drainage system</u>	<u>\$minimum fee of \$150.00 or \$50.00 per drain opening, up to a maximum of \$500 and \$70 per interceptor, separator or catch basin design.</u>
<u>Manufactured home or campground</u>	
<u>1 to 25 sites</u>	<u>\$300.00</u>
<u>26 to 50 sites</u>	<u>\$350.00</u>
<u>51 to 125 sites</u>	<u>\$400.00</u>
<u>126 or more sites</u>	<u>\$500.00</u>
<u>Revision of previously reviewed or incomplete plans:</u>	
<u>Review of plans for which the city has issued two or more requests for additional information, per review</u>	<u>\$100 per review or 10% of the original fee, whichever is greater</u>
<u>Proposer-requested revision with no increase in project scope</u>	<u>\$50.00 or 10% of the original fee, whichever is greater</u>
<u>Proposer-requested revision with an increase in project scope</u>	<u>\$50.00 plus the difference between the original project fee and the revised project fee.</u>
<ul style="list-style-type: none"> <li>• <u>If a permit applicant submits an application that requires plan review and decides not to proceed with the project after the plan review has been completed, the applicant shall pay the plan review fee.</u></li> <li>• <u>Where a plan review fee is performed and charged, the minimum plan review fee for all permits is \$50.00</u></li> </ul>	

## **8.9. OTHER INSPECTIONS AND FEES**

Re-inspection Fee	\$63.25	§12.04
Inspections outside of normal business hours (will include travel time both ways – 2 hour min.)	\$63.25/hour	§12.04
Inspections for which no fee is indicated; Miscellaneous and Special Services (1/2 hour minimum)	Building Official - \$95.00/hour	§12.04
Additional Plan Review required by changes, additions, or revisions to approved plans (1/2 hour minimum)	Building Official - \$95.00/hour	§12.04
Special Investigation Fee (work started without a permit)	100% of the permit fee	§12.04
Duplicate permit card fee	\$25.00 – short card (8½ x 7) \$50.00 – long card (8½ x 14)	§12.04
Lead Certification (for eligible construction)	\$5.00	§12.04

(contractor Lead Certification verification)		
Permit Renewal (within 6 months of expiration)	50% of fee	§12.04
Permit Renewal (> 6 months after expiration)	Valuation of remaining work; new permit required	§12.04
Pre-Final inspection (new home/structure	\$63.25	§12.04
No Show Fee	\$63.25	§12.04
Refunds		
Plan Review (if plan review has not begun)	100%	§12.04
Plan Review (if plan review has started	50%	§12.04
Plan review (if plan review has been completed)	0%	§12.04
Permit fee (if work not started) within 6 months of permit issuance	80%	§12.04
Permit fee (if work has started)	0%	§12.04
Maintenance permits	0%	§12.04

## 9.10. ZONING / DEVELOPMENT

Item	Fee	Reference
Comprehensive Plan Amendment	\$750.00/amendment plus \$1,000.00 escrow	
Conditional Use Permit (CUP): R-1 District	\$150.00 plus \$300.00 Escrow	§16.56
Conditional Use Permit (CUP) All other Districts	\$500.00 plus \$1,500.00 Escrow	§16.56
Conditional Use Permit (CUP) Amendment	Same as CUP Fee	§16.56
Site Plan/Concept Plan Review Fee	\$400.00 plus \$1,000.00 Escrow	§16.20.060
Interim Use Permit (IUP): R-1 District	\$150.00 plus \$300.00 Escrow	§16.58
Interim Use Permit (IUP): All other districts	\$500.00 plus \$1,500.00 Escrow	§16.58
Park Dedication Fee – Commercial/Industrial	3% fair market of improved/unimproved land value or monetary fund by discretion of City.	§14.12.050
Park Dedication Fee - Residential	\$2,472.00 per unit	§14.12.050
Planned Unit Development (PUD)	\$750.00 plus \$1,500.00 Escrow	§16.48
Planned Unit Development (PUD) Amendment	\$375.00 plus \$1,500.00 Escrow	§16.48
Planned Unit Development (PUD) Refund Policy	All but \$40.00 of the permit fee can be refunded within 100 days of application if no work done.	§16.48
Rezoning / Text Amendment	\$500.00 plus \$1,000.00 Escrow	§16.60.050
Minor Subdivision & Lot Combination Fee	\$200.00 plus \$500.00 Escrow	§14.28
Major Subdivision – Preliminary Plat	\$400.00 plus \$5,000.00 Escrow	§14.08
Major Subdivision – Final Plat	\$400.00 plus \$1,000.00 Escrow	§14.08
Variance: R-1 District	\$200.00 plus \$300.00 Escrow	§16.60.040
Variance: All Other Districts	\$500.00 plus \$1,500.00 Escrow	§16.60.040
Street or Easement Vacation	\$250.00 per property	§16.20.160
Zoning Letter	\$100.00	

Applicants are responsible for all costs incurred associated with the filing, review and processing of development applications. Such fees are to be paid in escrow up front or upon receipt of statement from the City of Spring Lake Park. Fees may include but are not limited to costs for consultants retained by the City, consultant planning services, attorney, and engineer fees. A

deposit may also be       —required to cover costs of public notices, materials and staff time spent in the review, research or preparation of materials associated with this application. The applicant shall be responsible for all reasonable incurred costs in excess of the initial deposit amount. Payment of park dedication fees is required with subdivision applications. Application fees are not refundable.

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## 10.11. MISCELLANEOUS FEES

Item	Fee	Reference
Copy of City Code & Comp. Plan	\$150.00	
Annual Financial Report	\$25.00	
Adopted Annual Budget	\$25.00	
Copy of any Code Chapter	\$10.00	
Copy of Zoning Code	\$50.00	
Capital Improvement Plan	\$10.00	
Assessment Search Fee	\$25.00	
Administrative Fee for Certification to Tax Roll	\$125.00/parcel	
Photocopies per Page	\$ .25 per sheet (8½ x 11; b/w) \$ .50 per sheet (11 x 17; b/w) \$1.00 per sheet (8½ x 11; color) \$2.00 per sheet (11 x 17; color) \$4.00 per sheet (large plan sheet)	
Certified Copies	\$5.00 plus photocopy fee	
Non-Resident Notary Fee	\$2.00	
Video/DVD Copy Fee	\$20.00	
Filing Fee for Public Office	\$15.00 (no sales tax)	M.S. 205.13
Insufficient Funds (NSF) checks/Credit Card Chargebacks	\$35.00	
Mailed City Council Agendas	\$60.00/year	
Mailed Planning Commission Agendas	\$30.00/year	
Mailed City Council Minutes	\$150.00/year	
Mailed Planning Commission Minutes	\$75.00/year	
Mailed City Council Meeting Packets	\$250.00/year	
Mailed Planning Commission Meeting Packets	\$200.00/year	
Residential Address Labels	\$100.00	
Map Copies	Small - \$1.00 Large - \$15.00 Zoning (Ledger) - \$5.00	
City Mowing	Cost plus \$75.00/mo. Administration fee	
Credit Card Transaction Fees Utility E-Billing with Online Payment (USTI) E-checks (ACH) All other Transactions	Actual cost Actual cost Actual cost	
Scanning Fee	\$100.00 per building permit/zoning application if full size plans are not provided in electronic format	

## 11.12. Police Administration

Item	Fee	Reference
Excess Alarm Fee – Police Calls/year	1 <sup>st</sup> – 3 <sup>rd</sup> No Charge; 4 <sup>th</sup> + - \$75.00 for each	§9.08
Excess Alarm Fee – Fire Calls/year	1 <sup>st</sup> – 2 <sup>nd</sup> No Charge 3 <sup>rd</sup> - \$75.00 Each after doubles the previous charge	§9.08
Finger Printing – Residents Only	\$25.00/set	
Digital Photos	\$30.00 plus costs	
Digital Recordings	\$30.00	
Electronic copies to Digital Media	\$50.00 per disc	
Police Records Check/Clearance Letters/Certified Copies	\$5.00	

## 12.13. Administrative Offenses (Chapter 34)

Item	Fee	Reference
Abandoned, Wrecked or Inoperable Vehicle	\$50.00	§9.04
Animals	\$75.00	§9.12
Dog running at large	\$75.00	§9.12.010
Dog/Cat Must be Vaccinated	\$75.00	§9.12.010
Dog/Cat Must be Licensed	\$75.00	§9.12.010
ATV Violation	\$50.00	§7.04.030
Blocking Driveways	\$50.00	§7.08.020
Building Code Violations	\$100.00	§12.04
Critical Water Deficiency Declaration Ordinance or Emergency Conservation Regulations Violation	warning letter - 1 <sup>st</sup> offense \$100.00 - 2 <sup>nd</sup> offense \$200.00 - 3 <sup>rd</sup> offense \$300.00 - 4 <sup>th</sup> and subsequent offense	§5.04.050/ §5.04.010
Deposit Debris onto Roadway	\$50.00 for 1 <sup>st</sup> offense, \$75.00 for 2 <sup>nd</sup> offense \$100.00 for 3 <sup>rd</sup> + offense	§9.04.010
Expired License Plates – Motorized Vehicle	\$50.00	§16.20.120
Fire Code Violations	\$100.00	§9.16
Fire Hydrant	\$50.00	§9.16
Fire Lane	\$50.00	§9.16
Fire Prevention Violations	\$50.00	§9.16
Fireworks Violations	\$100.00	§9.20.020
Flammable Products	\$100.00	§9.16
Garage Sale Violations	\$50.00	§11.04.02
General Municipal Water and Water Violations	\$50.00	§1.04.200
Handicap Parking Violation	\$200.00	§7.04.010
Housing Code Violations	\$100.00	§12



Illegal Garbage Dumping	\$100.00	§9.20.020
Inoperable Vehicles Parked on Street	\$50.00	§9.04.010
Intoxicating Beverages in Parks and Other Public Areas	\$50.00	§11.08.010
Junk or Debris	\$50.00	§9.20.020
Keys in Ignition	\$50.00	§7.01
License and Permit Violations	\$100.00	§1.04.200
License Plat/Tags Missing – Motorized Vehicle	\$50.00	§16.20.120
Load Limit Violation	\$100.00	§7.04.020
Loud Parties/Noise (City Noise Codes)	\$50.00	§9.20.020
Missing Address Numbers	\$50.00	§12.20
Other Illegal Parking	\$50.00	§7.08
Outdoor Storage of Wood	\$50.00	§9.20.020
Park Hours Violation	\$50.00	§9.28.010
Parking at Park After Park Hours	\$50.00	§9.28.010
Public Nuisances	\$50.00	§9.20.020
Regulated Business Activity	\$100.00	§1.04.200
Rental Code Violations	\$50.00/Unit	§12.16
Seasonal Parking Violation	\$50.00	§7.08.020
Sign Code Violations	\$100.00	§16.24
Snowmobile Violation	\$50.00	§7.04.040
Bicycle Violation	\$25.00	§7.04.050
Subdivision Regulation	\$100.00	§14
Trespass	\$100.00	§11.04.010
Trucks Parking on Restricted Route	\$50.00	§7.08.020
Road Restriction Violation	\$100.00	§7.04.020
Waste Disposal Violations	\$50.00	§5.08
Weeds and Grass	\$50.00	§9.20.030
Zoning Code Violations	\$100.00	§16

**13.14. Licenses** (All licenses subject to a 10% late fee where applicable.)

**A. General Business Licenses**

Item	Fee	Reference
Administrative Application Fee	\$50.00	
Amusement Devices and Centers	\$15.00 per location plus \$15.00 per machine	§11.24
Automobile Sales, New and Used	\$300.00/year	§11.20
Amusement Rides, Carnivals, Circuses	\$130.00 for first day plus \$20.00 for each additional day	§9.36
Boxing and Wrestling Processing Fee	Regulated by the State of Minnesota	
Cigarette and Tobacco License Fee	\$150.00/year	§11.12
Dance	\$100.00/year	
Lower Potency Hemp Edible Retailer Application Fee	\$125.00/year	§11.50.040

Lower Potency Hemp Edible Retailer License Fee (Initial & Renewal)	\$125.00/year	§11.50.040
Food Sales & Service Application Fee	\$100.00/Application	§11.32
Garbage and Rubbish Hauler	\$50.00/1 <sup>st</sup> Truck & \$15.00 additional	§5.08
Criminal Investigation Fee – General Business Licenses (first time applicants)	\$50.00	§11.48
Sexually Oriented Business License Fee	\$10,000.00/yr	§11.44.040
Sexually Oriented Business Initial Investigation Fee	\$1,500.00	§11.44.050
Special Event Permit	\$100.00/event	§9.36.050
Special services fee escrow	125% of estimated cost for required City services/resources	§9.36.080
<b>Pawn Shops</b>		
Non-Refundable Application Fee (includes cost of investigation)	New - \$500.00 Renewal - \$100.00	§11.16
New Manager Investigation Fee	\$150.00	§11.16
Annual License	\$6,250.00	§11.16
Billable Transaction Fee	\$2,192.00/year	§11.16
Performance Bond	\$5,000.00	§11.16
<b>Peddlers / Transient Merchants</b>		
Permits	Transient - \$100.00 SUP + \$150.00 Escrow Peddlers - \$60.00/day, \$200.00/month, \$500.00/year	§11.04
Investigation fee	\$10.00 investigation fee for each new peddler	§11.04
I.D. Card	\$5.00/person	§11.04
Criminal Investigation Fee – Peddler/ Transient Merchant Licenses (first time applicants)	\$50.00	§11.48
<b>Therapeutic Massage</b>		
Partnership/Corporation License	\$350.00 + \$200.00 - Background Check	§11.40
Technician License	\$100.00 + \$100.00 - Background Check	§11.40

## B. Liquor Licenses

Item	Fee	Reference
On-Sale Intoxicating	Class A - \$6,200.00/yr Class B - \$9,300.00/yr	§11.08.010
On-Sale Wine	\$500.00/yr	§11.08.010
On-Sale Malt Liquor/3.2 Beer	\$300.00/yr	§11.08.010
Off-Sale Intoxicating	\$310.00/yr	§11.08.010
Off-Sale 3.2% Malt Liquor	\$100.00/yr	§11.08.010
Brewer Tap Room	\$400.00/yr	§11.08.010
On-Sale Brewer Pub License	\$400.00/yr	§11.08.010
Off-Sale Brewer Pub License	\$100.00/yr	§11.08.010
Cocktail Room License	\$400.00/yr	§11.08.010
Culinary Class Ltd. On-Sale Malt Liquor/Wine	\$300.00/yr	§11.08.010

Consumption and Display – City Fee	\$250.00/yr	§11.08.010
Club	\$300.00/yr	§11.08.010
Sunday On Sale	\$200.00/yr	§11.08.010
Two A.M. Closing Permit	\$100.00/yr	§11.08.010
Liquor Licensing Investigation Fee	\$500.00 (in state) Actual cost not to exceed \$10,000 (out of state)	M.S. 340A.412
Temporary 3.2% Liquor License Fee	\$25.00/Event	§11.08.010
Temporary Intoxicating Liquor License Fee	\$50.00/Event	§11.08.010

### C. Animal Licenses

Item	Fee	Reference
Spayed or neutered – Cats and Dogs	\$10.00/yr	§9.12
Unsprayed or Unneutered – Cats and Dogs	\$15.00/yr	§9.12
Duplicate tags	\$2.00 per	§9.12
Dangerous Dog Registration	\$500.00/yr	§9.12.020
Kennel – Residential	\$50.00/yr	§9.12
Kennel – Commercial	\$100.00/yr	§9.12
Criminal Background Check – Kennel License (first time applicant)	\$50.00	§11.48
Impound Fee	1 <sup>st</sup> offense - \$75.00 plus Animal Hospital fees as outlined in Animal Control agreement 2 <sup>nd</sup> offense - \$125.00 plus Animal Hospital fees as outlined in Animal Control agreement 3 <sup>rd</sup> offense - \$175.00 plus Animal Hospital fees as outlined in Animal Control agreement 4 <sup>th</sup> and subsequent offense - \$325.00 plus Animal Hospital Fees as outlined in Animal Control agreement	§9.12

### D. Rental Housing Licenses

Item	Fee	Reference
Single Family	\$250.00	§12.16
Duplex	\$325.00	§12.16
Apartment	\$500.00 per Building plus \$50.00 per Unit	§12.16
Reinspection Fee	\$150.00 after the 2 <sup>nd</sup> inspection	§12.16
Revoked Rental Housing License Reinstatement Fee	Five (5) times the annual licensing fee	§12.16
Excessive Consumption Fee: rental/non-rental	\$50.00 per incident	§12.16
Conversion Fee	\$1,000.00 includes 1 <sup>st</sup> year registration fee	§12.16
Late Conversion Fee	\$1,500.00	§12.16

### E. Vacant Property Licenses

Item	Fee	Reference
Residential Unit	\$200.00	§12.28
Monitoring Fee	\$20.00 per visit	§12.28

## **14.15. SPRING LAKE PARK ATHLETIC FIELDS**

<b>Item</b>	<b>Fee</b>	<b>Reference</b>
Picnic Shelter Reservation Fees:		
Under 50 People - Resident	\$25.00 (taxable) plus \$100.00 deposit	
Under 50 People – Non-Resident	\$50.00 (taxable) plus \$100.00 deposit	
Over 50 People - Resident	\$50.00 (taxable) plus \$100.00 deposit	
Over 50 People – Non-Resident	\$100.00 (taxable) plus \$100.00 deposit	
Able Park Activity Building:		
Resident	\$50.00 (taxable) plus \$100.00 deposit	
Non-Resident	\$75.00 (taxable) plus \$100.00 deposit	
Field/Rink Reservation Fee	\$50.00 (taxable) plus \$100.00 deposit	
Special Event (Multiple Facilities)	\$100.00 (taxable) plus \$100.00 deposit	
Triangle Park (Special Event) - Resident	\$25.00 (taxable) plus \$100.00 Deposit	
Triangle Park (Special Event) – Non-Resident	\$50.00 (taxable) plus \$100.00 Deposit	
Athletic Field/Rink Lighting Fee	\$40.00 (taxable), up to 4 hours	
Athletic Field Use by Youth Sports Teams	\$12.00 per rostered player per sports season	
Tennis/Pickleball Court:		
Resident	\$10.00 (taxable)	
Non-Resident	\$20.00 (taxable)	

## **15.16. WATER, SEWER, STREET AND OTHER FEES**

### **A. Water**

<b>Item</b>	<b>Fee</b>	<b>Reference</b>
Water Availability Charge (WAC)	\$1,540.00/Unit (City determines # of units)	§5.04
Water Connection/Disconnect and/or Demo Inspection Fee	Residential - \$50.00 Commercial – \$75.00	§5.04
Water Connection Inspection Fee – New Residential Connection	\$50.00 (plus WAC)	§5.04
Water Connection Inspection Fee – New Commercial Connection	\$75.00 (plus WAC)	§5.04
Connection and Reconnection Fee	\$125.00/Hour (\$187.50/Hour after Business Hours)	§5.04
Water Meter Installation Fee	3/4” – 1” meter - \$75.00 Over 1” meter - \$100.00	§5.04
Water Meters and Parts	Cost plus 2%	§5.04
Water General Repair/Inspection	\$75.00	§5.04
Call out Fee	Regular Business Hours N/C – After Business Hours O.T. Fees apply (minimum \$100.00)	§5.04
Estimated Water Meter Reading	1 <sup>st</sup> est. – \$25.00 2 <sup>nd</sup> est. - \$50.00 3 <sup>rd</sup> and subsequent est. - \$75.00	§5.04
Disconnect Tag Fee	\$25.00	§5.04

**B. Sewer**

<b>Item</b>	<b>Fee</b>	<b>Reference</b>
Sewer Access Charge (SAC)	\$2,485.00/Unit (M.C. determines no. of units)	§5.04
SAC Administrative Fee	\$350.00/Unit (based on M.C. unit count)	§5.04
Sewer Connection/Disconnection and/or Demo Inspection Fee	\$50.00 – Residential \$75.00 - Commercial	§5.04
Sewer Hook-up Fee – New Only	\$145.00 (plus SAC)	§5.04
Sewer General Repair/Inspection	\$75.00	§5.04
Call out Fee	Regular Business Hours N/C – After Business Hours O.T. Fees apply (minimum \$100.00)	§5.04

**C. Street**

<b>Item</b>	<b>Fee</b>	<b>Reference</b>
Load Limits Permit Fee	\$25.00/entry/truck	§7.04.020
Street Opening Permit	\$150.00 permit fee plus \$1,000 Security Fee	
Right of Way Permit (ROW) - Excavation Permit	\$150.00	§12.48
ROW - Obstruction Permit	\$50.00	§12.48
ROW - Permit Extension	\$25.00	§12.48
ROW Security Fee	Subject to the Discretion of the Public Works Director	§12.48
Small Cell Wireless Fees	Maximum fee allowed under Statute	M.S. 237.163(6)

**CITY OF SPRING LAKE PARK**

**RESOLUTION NO. 2024-58**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 497,  
AN ORDINANCE REGARDING THE APPLICATION, ADMINISTRATION AND  
ENFORCEMENT OF BUILDING, PLUMBING AND ELECTRICAL CODES,  
INCLUDING PERMIT ISSUANCE, PLAN REVIEW, INSPECTIONS AND FEE  
SCHEDULES**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 497 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the following summary of Ordinance No. 497 is approved for publication:

“On October 21, 2024, the Spring Lake Park City Council approved Ordinance No. 497, entitled ‘An Ordinance Regarding the Application, Administration and Enforcement of Building, Plumbing, and Electrical Codes, including Permit Issuance, Plan Review, Inspections and Fee Schedules.’

The following is a summary of Ordinance No. 497, a copy of which is available in its entirety for review during regular office hours at the City of Spring Lake Park, 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN, or for review on the City’s website, [www.slpmn.org](http://www.slpmn.org).

The Ordinance amends City Code to authorize the City to delegate plumbing plan review and electrical inspections in accordance with State Law. The Ordinance also amends the fee schedule to include fees for plumbing plan review and electrical inspections.

The Ordinance takes effect upon publication in the City’s newspaper of record.”

The foregoing Resolution was moved for adoption by Councilmember .

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Acting Mayor declared said Resolution duly passed and adopted the 21st day of October, 2024.

APPROVED BY:

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator

**CITY OF SPRING LAKE PARK**

**RESOLUTION NO. 2024-59**

**A RESOLUTION AUTHORIZING BUILDING OFFICIAL AND CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY FOR PLUMBING PLAN REVIEW DELEGATION**

**WHEREAS**, the State of Minnesota Department of Labor and Industry (DOLI) conducts plumbing plan reviews for permits in Spring Lake Park, as stipulated in Minnesota Rules 1300.0215, subpart 6; and

**WHEREAS**, Minn. Stat. § 326B.43, subdivision 2 permits the delegation of authority for plumbing plan review for public and commercial projects to municipalities, or their designee, by agreement; and

**WHEREAS**, this delegation agreement and the addition of plumbing plan review services will benefit the residents and businesses of Spring Lake Park by improving the timeliness of issuance of plumbing permits to contractors doing business in the city; and

**WHEREAS**, this delegation agreement will benefit the City of Spring Lake Park by generating additional revenue that the State of Minnesota usually retains by conducting these reviews; and

**WHEREAS**, the City of Spring Lake Park contracts with Rum River Consultants (RRC) for supplemental building official services; and

**WHEREAS**, RRC has indicated its capacity to review plumbing plans; and

**WHEREAS**, City staff supports RRC as the designee to perform plumbing plan reviews for the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park that the City Council does hereby approve the application and agreement with the Minnesota Department of Labor and Industry in order for the City to provide plumbing plan review services locally as presented and authorizes the Building Official and City Administrator to execute and file said agreement with the Minnesota Department of Labor and Industry; and

**BE IT FURTHER RESOLVED** that this agreement may be terminated with or without cause on 90 days written notice to the Commissioner of the Minnesota Department of Labor and Industry.



The foregoing Resolution was moved for adoption by Councilmember .

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 21st day of October, 2024.

APPROVED BY:

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator

## Plumbing Plan Review Agreement Application

Under Minnesota Statutes, section [326B.43, subd. 2](#), the commissioner of the Department of Labor and Industry (DLI) may enter into an agreement with a municipality, in which the municipality agrees to perform plan review and specifications of plumbing systems in their jurisdiction subject to statutory requirements. Certain types of plans must still be submitted to DLI.

To request a formal plumbing plan review agreement, this application and all requested documents must be completed and submitted to: [Judy.Tachenv@state.mn.us](mailto:Judy.Tachenv@state.mn.us). Incomplete application will be rejected.

1. MUNICIPALITY INFORMATION			
<b>MUNICIPALITY NAME</b> City of Spring Lake Park		<b>DATE</b> October 22, 2024	
<b>ADDRESS</b> 1301 81st Ave NE		<b>EMAIL</b>	
<b>CITY</b> Spring Lake Park	<b>STATE</b> MN	<b>ZIP CODE</b> 55432	<b>PHONE</b> 763-784-6491
<b>BUILDING OFFICIAL NAME</b> Jeff Baker			
<b>MAILING ADDRESS</b> 1301 81st Ave NE		<b>PHONE</b> 763-784-6491	
<b>CITY</b> Spring Lake Park	<b>STATE</b> MN	<b>ZIP CODE</b> 55432	<b>E-MAIL</b> jbaker@slpmn.org
<b>APPROVED PLUMBING PLAN REVIEWER(S).</b> If reviewer is contracted through a private company, check here <input checked="" type="checkbox"/> and submit contract for review.			
<b>NAME</b> Joseph Gohman	<b>LICENSE #</b> PM67457	<b>E-MAIL/PHONE</b> joe@rumrivercc.com/763-331-7722	
<b>NAME</b>	<b>LICENSE #</b>	<b>E-MAIL/PHONE</b>	

2. REQUIRED DOCUMENTS THAT MUST BE ADOPTED BY ORDINANCES
<p><b>Submit copies of following relevant ordinances:</b></p> <ol style="list-style-type: none"> <li>1. The ordinance in which the municipality adopts the Minnesota Plumbing Code.  <i>(Adoption of the Minnesota State Building Code by ordinance includes adoption of the Minnesota Plumbing Code, Chapter 4714.)</i></li> <li>2. The ordinance that requires plumbing plans and specifications to be submitted, reviewed, and approved by the municipality. The ordinance must clearly state exceptions for projects listed in Minnesota Statutes, section 326B.43 subd. 2(n) as listed below as those must be submitted to DLI for plan review. Plumbing plans and specifications for the following projects shall be submitted to DLI for plan review.             <ol style="list-style-type: none"> <li>a) State-licensed facilities (as defined in section <a href="#">326B.103, subd. 13</a>).</li> <li>b) Public buildings (as defined in section <a href="#">326B.103, subd. 11</a>).</li> <li>c) Projects of a special nature for which department review is requested by either the municipality or the state.</li> </ol> </li> <li>3. The ordinance that authorizes the municipality to perform plumbing inspections required by the Minnesota Plumbing Code. <i>(Plumbing inspections, testing, and permits are subject to Minn. Rules, part 1300.0215, subparts 1 through 5.)</i></li> <li>4. The ordinance that authorizes the municipality to administer and enforce the Minnesota Plumbing Code in accordance with Minnesota Statutes, section 326B.121. <i>(Enforcing the Minnesota State Building Code by ordinance automatically includes and requires enforcement of the Minnesota Plumbing Code.)</i></li> </ol> <p><b>Copies of the above required ordinances must be submitted with this application to be considered.</b></p>

### 3. AGREEMENT

**Upon approval of the application by the commissioner, the municipality agrees (see Minn. Stat. § 326B.43, subd. 2):**

1. To review plumbing plans and specifications for all construction for which requires review and approval of plumbing plans and specifications per Minnesota Rules, part 1300.0215, subpart 6, except all plumbing plans and specifications for the following types of projects (state) within the municipality must be forwarded to the DLI for review:
  - a) State-licensed facilities (See Minn.Stat. § [326b.103, subd. 13](#));
  - b) public buildings (See Minn.Stat. § [326b.103, subd. 11](#)); and
  - c) projects of a special nature for which department review is requested by either the municipality or the state. (E.g., Dialysis facilities are an example of projects of a special nature that is reviewed by the state.)

Where the municipality forwards to the state for plan review, the municipality shall not collect any fee for plan review, and the commissioner shall collect all applicable fees for plan review.
2. The plan review will:
  - a) Reflect the degree to which the plans and specifications affect the public health and conform to the provisions of the plumbing code;
  - b) ensure that there is no physical connection between water supply systems that are safe for domestic use and those that are unsafe for domestic use; and
  - c) ensure that there is no apparatus through which unsafe water may be discharged or drawn into a safe water supply system.
3. Individuals who perform the plumbing plan reviews for the municipality have passed a competency assessment reviewing plans and specification, are approved by the commissioner and are:
  - a) Licensed master plumbers;
  - b) licensed professional engineers; or
  - c) individuals who are working under the supervision of a licensed professional engineer or licensed master plumber and who are licensed master or journeyman plumbers or hold a postsecondary degree in engineering.
4. To perform all inspections for projects in which they plan review. Individuals who conduct the plumbing inspections for the municipality are licensed master or journeyman plumbers, or inspectors meeting the competency requirements established in rules adopted under section 326B.135, except for individuals who conduct plumbing inspections for the DLI (state) projects listed in item 1 above must be licensed plumbers.
5. Individuals who conduct inspections and the plumbing plan reviews for the municipality shall not have any conflict of interest in conducting the inspections and the plan reviews.
6. To enforce in its entirety the plumbing code on all projects.
7. To keep official records of all documents received, including plans, specifications, surveys, and plot plans, and of all plan reviews, permits and certificates issued, reports of inspections, and notices issued in connection with plumbing inspections and the review of plumbing plans. These records shall be maintained in the official records of the municipality for the period required for the retention of public records under Minnesota Statutes, section 138.17, and shall make these records readily available for review at the request of the commissioner.
8. That the municipality does not have in effect the plumbing code or any of ordinances described in Section 2 above at any time after the agreement has been approved, the municipality will notify the commissioner in writing in advance or within 10 days of the changes if advance notice is not possible.
9. If the commissioner determines that the municipality is not properly administering and enforcing the plumbing code or is otherwise not complying with the agreement the commissioner may terminate the agreement in accordance with Minnesota Statutes, section 326B.43, subd. 2(l).
10. Not to revoke, suspend, or place restrictions on any plumbing license issued by the state.

**Agreement Acknowledgement:**

Jeff Baker NAME	10-22-2024 DATE	MUNICIPAL BUILDING OFFICIAL SIGNATURE
Daniel R. Buchholtz, Administrator NAME	10-22-2024 DATE	CITY ADMINISTER OR CITY CLERK SIGNATURE

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PPRA 7.11.2022

**CITY OF SPRING LAKE PARK  
ANOKA COUNTY  
STATE OF MINNESOTA**

**AGREEMENT FOR SUPPLEMENTAL BUILDING OFFICIAL SERVICES**

This Agreement for Building Official Services (“Agreement”) is entered into on this 21<sup>st</sup> day of October, 2024, by and between the City of Spring Lake Park, a Minnesota municipality, 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, Minnesota, 55432 (“Jurisdiction”) and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23306 Cree Street NW, Suite 103, 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 needs professional services to fulfill the needs of their building inspection services pursuant to Minn. Stat. § 326B.133; and

**WHEREAS**, the Contractor has substantial experience as a Building Official and providing building department services implementing the State Building Code and is otherwise qualified to assist the Jurisdiction on an as needed basis for the same; and

**WHEREAS**, the Jurisdiction desires to contract with the Contractor to provide supplemental building inspection services for the Jurisdiction, effective October 22, 2024; 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. **Services.** The Contractor shall provide services to the Jurisdiction on an as-requested basis for the prices set forth in Exhibit A attached hereto (the “Services”). The Contractor shall perform the Services in the capacity of a Certified Building Official at the direction of the City Administrator, in accordance with the Minnesota State Building Code, applicable Jurisdiction Ordinances, and applicable Minnesota law. The Jurisdiction understands that all transportation expenses incurred while performing the Services shall be the responsibility of the Contractor. The Contractor reserves the right to change the prices and services offered in Exhibit A and shall provide the Jurisdiction sixty (60) days written notice in advance of any such proposed changes. The Jurisdiction agrees that while performing the Services, the Contractor is acting as a public official on the Jurisdiction’s behalf.

2. **Term.** This Agreement shall commence on the date first written above and be renewed automatically each calendar year (collectively referred to herein as the “Term”), unless otherwise 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.

3. **Performance.** The Contractor shall complete the performance of building inspection services in accord with the conditions described in this Agreement. If any additional work outside the scope of building inspection services is contemplated, the Jurisdiction and the Contractor will mutually agree to the parameters of the additional work and anticipated costs as well as timeframe for completion. The Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. If any work is requested outside of the scope of the Services set forth in Exhibit A, such work shall not commence until the Contractor and the Jurisdiction agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement.

4. **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 reasonable 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 in writing of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code.

Nothing in this Agreement shall constitute a waiver by the Jurisdiction or the Contractor of any statutory limits or immunities from liability, including but not limited to MN Rules 1300.0110, Subpart 9, and Minnesota Statute §466.04.

5. **Independent Contractor.** The Contractor shall perform the Services 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.

6. **Insurance.** During the 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 insurance, 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.

7. **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.

8. **Amendments.** Any modifications or changes of any provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the Jurisdiction and the Contractor.

9. **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 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 as set forth in this Agreement.

10. **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 the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. 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. Upon termination of this Agreement, the Contractor agrees to return all data pertaining to the Jurisdiction within thirty (30) days of Agreement termination.

11. **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 by either party, the Agreement may be terminated with ten (10) days written notice to the other party. If the Jurisdiction elects to terminate based upon an alleged material breach of the Agreement by the Contractor, 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.

12. **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).

13. **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.

14. **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.

15. **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.

16. **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**

\_\_\_\_\_  
Robert Nelson, Mayor, Spring Lake Park

**ATTEST:**

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator, Spring Lake Park

**CONTRACTOR**

\_\_\_\_\_  
Andy J. Schreder, Chief Building Official & Owner  
Rum River Consultants, LLC.

## **Exhibit A Services**

**Project Specific Services.** 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 set forth in Exhibit B (“Fee Schedule”) attached hereto.

1. The Contractor has the authority and responsibility to determine the project valuation for the purposes of establishing applicable plan review and permits fees for projects assigned by the City Administrator or the Community Development Director. Valuation data may be referenced from the State of Minnesota, the International Code Council, or Exhibit C (“Rum River Consultant’s Building Valuation Data Table”) attached hereto.
2. The Contractor will submit invoices for Plan Review and Permit Fees following the issuance of the permit.
3. All projects for which the Contractor has been paid will be the responsibility of the Contractor for all site inspections and documentation required until the completion of the work and satisfactory inspections so long as the permit is valid.

**As-Needed Inspection Services.** On-call and as needed general inspection services during normal business hours will be billed at a rate of \$95.00 per hour at the direction of the City Administrator. The Contractor reserves the right to charge additional hourly fees to become familiar with projects. Inspection-related time will include necessary review of the project file and travel time to the various inspection(s) while within the jurisdiction limits.

**Building Plan Review Services.** The Contractor will review building construction plans as assigned at a rate of 80% of the plan review fees set forth in Exhibit B (“Fee Schedule”) attached hereto, and as calculated in Exhibit C (“Rum River Consultant’s Building Valuation Data Table”) attached hereto.

**Emergency Response Services.** When requested to respond to emergency situations outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm) to evaluate building integrity and allowances to reoccupy at an hourly rate of \$125.00 will be charged, with a 2-hour minimum.

**Fire Code Official Services.** If the Contractor provides fire code related inspections and enforcement, an hourly rate of \$95.00 per hour will be billed to the Jurisdiction. Fire Code Official services include:

- a. Fire site pre-plan reviews and inspections on new construction
- b. Fire damage assessment inspections
- c. Annual assemblies and hazardous inspections
- d. Hazardous materials reviews and inspections
- e. Storage materials, high pile storage, reviews, and inspections
- f. Tents, canopies, and temporary structures reviews and inspections
- g. Above and underground fuel tanks



- h. New tenant fire reviews and inspections
- i. Fireworks sales reviews and inspections

**Plumbing Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in the Minnesota State Plumbing Code 4714.0203 for plumbing plan review for commercial construction and remodel work as found in Minnesota Rules 1300.0215, Subp. 6 and Minnesota Statute 326B.43, Subp. 2. The Contractor is authorized to bill the jurisdiction 85% of plumbing plan review fees as set forth in Exhibit B (“Fee Schedule”) attached hereto.

**Fire Sprinkler/Alarm Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in MN Statute 299F.011 for plan review and inspection services for new and remodel commercial work related to fire sprinkler and alarm systems. Permits are required as specified by Section 105 of the MN State Fire Code. The Contractor is authorized to bill the jurisdiction 85% of fire sprinkler and alarm system plan review fees as set forth in Exhibit B (“Fee Schedule”) attached hereto. If the Contractor is engaged to perform the site inspections for this type of project, the Contractor is authorized to bill the jurisdiction an additional 85% of the permit fee collected as set forth in Exhibit B (“Fee Schedule”) attached hereto with a minimum fee of \$300.00.

**Transportation Costs.** The Contractor shall provide transportation to meetings and site inspections within the Jurisdiction at no additional cost in situations where the Contractor has received a percentage of the permit fee. When projects are billed at an hourly rate, transportation costs will include travel time to the various inspection(s) while within the jurisdiction limits.

**Septic Systems.** The Contractor may provide system design review and inspection services for residential and commercial septic systems and authorized to bill the jurisdiction at the following rates:

- New residential septic systems: \$350.00.
- Residential tank replacement and holding tank systems: \$175.00.
- New commercial and alteration/repair commercial septic systems, in accordance with Minnesota Statute 326B.153, Subdivision 1.
  - The minimum fee for all new commercial septic systems is \$350.00.
- The Contractor will receive 15% of permit fees on all advanced septic systems.

**State Delegation.** The Contractor may provide Plan review for Public Buildings and State Licensed Facilities per MN Statute 326B.103 at a rate of 85% of the plan review fees as set forth in Exhibit B (“Fee Schedule”) attached hereto. If the Contractor is engaged to perform the site inspections for this type of project, the Contractor is authorized to bill the jurisdiction an additional 85% of the permit fee as set forth in Exhibit B (“Fee Schedule”) attached hereto, with a minimum fee of \$300.00.

The Contractor may provide Fire Sprinkler/Alarm plan review and other Fire inspection services for Public Buildings and State Licensed Facilities at a rate of 85% of plan review fees as set forth in Exhibit B (“Fee Schedule”) attached hereto. If the Contractor is engaged to perform site inspections

for this type of project, the Contractor is authorized to bill the jurisdiction an additional 85% of the permit fee as set forth in Exhibit B (“Fee Schedule”) attached hereto, with a minimum fee of \$300.00.

The Contractor may provide Mechanical Plan Review and Inspections for Public Buildings and State Licensed Facilities at a rate of 85% of the plan review fees as set forth in Exhibit B (“Fee Schedule”) attached hereto. If the Contractor is engaged to perform the site inspections for this type of project, the Contractor is authorized to bill the jurisdiction an additional 85% of the permit fee as set forth in Exhibit B (“Fee Schedule”) attached hereto, with a minimum fee of \$300.00.

**Other Services Not Identified.** If the Contractor is requested for a service not identified in “Exhibit A”, the rate charged is \$95.00 per hour.

**Exhibit B**  
**Fee Schedule**

*Formatted in a way that is Understandable, Explainable, and Defendable*

The administration and issuance of permits and the collection of fees shall be as authorized in Minnesota Statutes, Chapter 326B, Minnesota Administrative Rules 1300.0120 and 1300.0160, and as provided by this fee schedule. Fees are to be commensurate with the service provided. Permit fees not specifically identified within this fee schedule are based on the valuation determined by Subdivision 2.

**Subd. 1. Permit and Inspection Fees for Residential Building, Commercial Building, Fire Suppression, Fire Alarm, Commercial Mechanical, and Commercial Plumbing.** The minimum fee for processing these permits is \$100.00.

Total Valuation	Permit Fee
\$0 to \$2,000	\$100.00 Minimum
\$2,001 to \$25,000	\$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000; and
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof

**Subd. 2. Project Valuation Determination.** Valuation data may be referenced from the State of Minnesota, the International Code Council, or Exhibit C (“Rum River Consultant’s Building Valuation Data Table”) attached hereto.

**Subd. 3. Plan Review Fees.**

- (A) Plan review fees for building, fire suppression, and fire alarm permits shall be sixty-five percent (65%) of the building permit fees as set forth in Subdivision 1 of this Section.
- (B) Plan review fees for all commercial mechanical permits shall be ten percent (10%) of the permit fee when a project job valuation is determined to exceed \$30,000.
- (C) Plan review fees for all public, commercial, and industrial plumbing permits shall be:

- (a) Systems with both water distribution and drain, waste, and vent systems and having:
  - (i) 25 or fewer drainage fixture units, \$150
  - (ii) 26 to 50 drainage fixture units, \$250
  - (iii) 51 to 150 drainage fixture units, \$350
  - (iv) 151 to 249 drainage fixture units, \$500
  - (v) 250 or more drainage fixture units, \$3 per drainage fixture unit to a maximum of \$4,000; and
  - (vi) Interceptors, separators, or catch basins, \$70 per interceptor, separator, or catch basin design
- (b) Building sewer service only, \$150
- (c) Building water service only, \$150
- (d) Building water distribution system only, no drainage system, \$5 per supply fixture unit or \$150, whichever is greater
- (e) Storm drainage system, a minimum fee of \$150 or:
  - (i) \$50 per drain opening, up to a maximum of \$500; and
  - (ii) \$70 per interceptor, separator, or catch basin design
- (f) Manufactured home park or campground, one to 25 sites, \$300
- (g) Manufactured home park or campground, 26 to 50 sites, \$350
- (h) Manufactured home park or campground, 51 to 125 sites, \$400
- (i) Manufactured home park or campground, more than 125 sites, \$500
- (j) Revision to previously reviewed or incomplete plans:
  - (i) Review of plans for which the city has issued two or more requests for additional information, per review, \$100 or ten percent of the original fee, whichever is greater
  - (ii) Proposer-requested revision with no increase in project scope, \$50 or ten percent of original fee, whichever is greater
  - (iii) Proposer-requested revision with an increase in project scope, \$50 plus the difference between the original project fee and the revised project fee--

- (D) If a permit applicant submits an application that requires plan review and decides not to proceed with the project after the plan review has been completed, the plan review fee will be billed by the jurisdiction to the permit applicant.
- (E) Plan review fees for similar plans are set forth in Minnesota Rules 1300.0160.
- (F) Where a plan review fee is performed and charged, the minimum plan review fee for all permits is \$50.

**Subd. 4. State Surcharge on Building, Mechanical, and Plumbing Permits.** In addition to the permit fees established in this fee schedule, a surcharge fee shall be collected on all permits issued for work governed by the Minnesota State Building Code in accordance with Minnesota Statutes, Section 326B.148.

**Subd. 5. Refunds.** The jurisdiction may refund up to 80% of the permit fees in which no work has been done and no inspections have been made. Requests for refunds must be made by the permit applicant in writing within 180 days of issuance. Within 10 business days of receipt, the Contractor must review the refund request and determine the amount to be refunded or deny the refund request for cause. No refunds will be approved or granted for the following: plan review fees, re-inspection fees, or any other services that have previously been rendered.

**Subd. 6. Work Without a Permit.** Work commenced without a permit may result in additional fees as specified in MN Rules 1300.0160, Subpart 8. Investigative fees are identified in Subp. 10 of this Fee Schedule.

**Subd. 7. Validity, Expiration and Suspension or Revocation of Permits.** The validity, expiration, and suspension or revocation of permits shall be as provided by MN Rules 1300.0120, Subparts 10, 11, and 12.

**Subd. 8. Residential Mechanical Permit Fees for Structures Regulated under the Minnesota Residential Code.**

New construction mechanical (includes HVAC system, mechanical ventilation system, and gas lines)	\$150 per dwelling unit
Addition, alteration, remodel, or replacement mechanical	\$125
Basement finish mechanical – if not a rental property & the owner is performing the work	Included with required building permit
Basement finish mechanical – if a rental property and/or the work is being performed by a mechanical contractor	\$125
Furnace, fireplace, air conditioner units, garage heater, gas lines, miscellaneous mechanical appliance, or other minor mechanical work	\$125 per unit, each
Furnace, fireplace, air conditioner units, garage heater, gas lines, miscellaneous mechanical appliance, or other minor mechanical work installed and inspected, simultaneously	\$185 per dwelling unit

**Subd. 9. Residential Plumbing Permit Fees for Structures Regulated Under the Minnesota Residential Code.**

New construction plumbing	\$150 per dwelling unit
Addition, alteration, remodel, or replacement	\$125 per unit, each
Basement finish plumbing – if not a rental property & the owner is performing the work	Included with required building permit
Basement finish plumbing – if a rental property and/or the work is being performed by a mechanical contractor	\$125
Water heater, water conditioning system, municipal sewer connection, municipal water connection, irrigation system, backflow prevention, or minor plumbing work	\$125 per unit, each
Water heater, water conditioning system, municipal sewer connection, municipal water connection, irrigation system, backflow prevention, or minor plumbing work installed and inspected simultaneously	\$185 per dwelling unit

**Subd. 10. Other Permits and Fees.**

Residential accessory structures	Refer to Subd. 1 table 65% plan review may apply Max fee: \$850, includes plan review
Structure additions, alterations	Refer to Subd. 1 table 65% plan review may apply
Structure remodel	Refer to Subd. 1 table 65% plan review may apply
Basement finishes	Refer to Subd. 1 table 65% plan review may apply Max fee: \$500, includes plan review
Deck	Refer to Subd. 1 table 65% plan review may apply
Fence over 7 feet high	Refer to Subd. 1 table 65% plan review may apply
Residential structure moving	\$250 Add'l fees if over 60 miles from jurisdiction
Residential roofing	\$125 per dwelling unit
Residential siding	\$125 per dwelling unit
Residential window same size replacement	\$125 per dwelling unit
Commercial demolition	Refer to Subd. 1 table 65% plan review may apply
Residential demolition	\$200 65% plan review may apply
Manufactured home set-up	\$175 Foundations and connections only

Solar/Photovoltaic Systems Residential (up to 3.5kW)	\$175
Solar/Photovoltaic Systems Residential (over 3.5kW)	Refer to Subd. 1 table 65% plan review may apply
Solar/Photovoltaic Systems Commercial	Refer to Subd. 1 table 65% plan review may apply
Association, commercial, industrial, multi-family plumbing irrigation system	Refer to Subd. 1 table 65% plan review may apply
Miscellaneous commercial or residential building permits for which no fee is specifically indicated	Refer to Subd. 1 table 65% plan review may apply
Non-Residential Temporary Heating Equipment	\$150
Inspections which no fee is specifically indicated	\$95 per hour One (1) hour minimum
Additional plan review required by changes, additions, or revisions to previously approved plans	\$95 per hour One (1) hour minimum
Re-inspection fees	\$95 per hour One (1) hour minimum
Investigative Fee, Minnesota Rules 1300.0160, Subp. 8	In addition to the required permit fee but may not exceed the permit fee
Temporary Certificate of Occupancy	\$250
Inspections outside normal business hours	\$150 per hour Two (2) hour minimum
Change of Use/Occupancy	Refer to Subd. 1 table 65% plan review may apply \$300 minimum fee
Septic System - Residential New or Replacement	\$350
Septic System - Commercial New or Replacement	Refer to Subd. 1 table 65% plan review may apply
Septic System - Tank Replacement/Holding Tank	\$175
Operating Permit	\$200 Annually
Maintenance/Pumping Permit	\$10 Triennial

**Exhibit C**  
**Rum River Consultant's Valuation Data Table**

**Residential Permit Calculator**

Use	Value Per Square Foot
Slab on Grade	\$17
Crawl Space	\$22
Unfinished Basement (new home or addition)	\$15
Finished Basement Existing Home	\$15
Main/First Floor Area	\$150
Second Floor Area	\$125
Basement Full Finished (new home)	\$25
Attached Garage	\$75
Detached Garage	\$60
Post & Beam Accessory Structure, Interior Finish	\$60
Post & Beam Accessory Structure, Unfinished Shell	\$25
Lean-to	\$25
Carport/Gazebo	\$50
Garage Conversion to Living Space	\$75
Porch, Open	\$55
Porch, 3-Season	\$130
Porch, 3-Season on Existing Deck	\$100
Porch, Screen Porch or Breezeway	\$90
Solarium	\$145
Deck	\$45
Deck, Screen-In & Roof Over Existing	\$50
In-Ground Pool	\$40
Above-Ground Pool	\$15
Masonry Fireplace	\$34,275.64
Remodel, Repair, Alteration, Other	Depends on Scope of Work



# City of Spring Lake Park Consultant Services Agreement

This is an agreement entered into the 26<sup>th</sup> day of August, 2024, by and between the City of Spring Lake Park, Minnesota, hereinafter referred to as the "City", and Nykanen Inspections LLC., a Limited Liability Company organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "Consultant", collectively referred to as "Parties".

**Whereas**, the City desires to hire the Consultant to perform electrical inspection services based on the Minnesota State Building Code ("Services"); and

**Whereas**, Consultant represents that they have the necessary skills and desire to perform the Services.

**Now, therefore**, the Parties hereby mutually agree to the following:

- 1) **Scope of Service**. The Consultant shall perform the Services as follows:
  - A. The Consultant shall provide all required on-site inspection services in relation to any permit properly submitted to the City.
  - B. The Consultant agrees to be available during all weekdays and all days and hours that the City offices are open to the public.
  - C. The Consultant shall provide the City with detailed written reports documenting each electrical inspection in a form approved by the City Building Official. The Consultant's inspections and reports must be completed and submitted within one business day of the permit applicant's request unless otherwise agreed to by the City.
  - D. The Consultant represents that he is a licensed master or journeyman electrician in the State of Minnesota. The Consultant shall, in the execution of the services, conform to all applicable federal, state and local laws, codes, ordinances and regulations, including, but not limited to, any applicable conflict of interest provisions.
  - E. The Consultant will be overseen by the Building Official.
- 2) **Term**. This Agreement shall be effective upon approval by the City Council and continue until a notice of termination is delivered, in writing, by either Party. Notice of termination without cause must be made at least 45 days prior to the intended date of termination. After termination, the City shall have no further obligation to the Consultant except to compensate the Consultant for services performed prior to the date of termination. In the event the Consultant is in violation of the terms of this Agreement, the City may immediately terminate this Agreement by giving the Consultant notice of termination.

- 3) **Compensation**. The fees for the Consultant services shall be based on eighty percent (80%) of the permit fees as shown in the attached **Exhibit A**. Payments must be made within 30 days of receipt of an invoice. Consultant will send the City monthly invoices for services rendered.
- 4) **Insurance**. The Consultant shall secure and maintain the following minimum insurance:
  - A. Worker's compensation insurance as required by Minnesota law.
  - B. Electrical inspector's errors and omissions and general liability insurance policies with limits of \$1,000,000 each negligent act, error or omission and \$2,000,000 aggregate.
  - C. The Consultant shall indemnify, hold harmless and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims and actions, including attorney's fees which the City, its officers or employees may herein after sustain, incur or be required to pay arising out of or by reason of any negligent of will act or adequately perform the Consultant's obligations pursuant to this Contract.
- 5) **Data Practices**. All records kept by Consultant and City with respect to the Agreement are subject to examination by representatives of each Party. All data collected, created, received, maintained or disseminated for any purpose by the City or the Consultant under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.
- 6) **Compliance With Laws and Regulations**. Consultant agrees to comply with all applicable City Ordinances, state statutes and federal laws applicable to Consultant.
- 7) **Amendments or Modifications**. Both Parties acknowledge that modifications to this Agreement may be necessary to ensure an effective, on-going working relationship. To that end, both Parties shall use their best efforts to ensure the viability of this Agreement into the future. However, any alterations, variations, modification, or waivers of provisions to this Agreement will only be valid when they have been reduced to writing and duly signed and attached hereto.
- 8) **Entire Agreement**. This Agreement is the entire agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits, the Agreement governs.
- 9) **Independent Contractor**. Both the Consultant and the City acknowledge and agree that the Consultant and their subcontractors are independent contractors and not employees of the City. The Consultant understands that the City will not provide any benefits of any type in connection with this Agreement, including, but not limited to, health or medical insurance, workers' compensation insurance and unemployment insurance, public employee retirement benefits, nor will the City withhold any state or federal taxes, including income or payroll taxes, which may be payable by the Consultant. The Consultant must supply all other supplies, equipment, materials, tools and incidentals

that are needed to perform services under this Agreement at his own expense. The Consultant acknowledges that any general instruction he receives from the City has no effect on his status as an independent contractor.

**10) Background Checks.** The City may perform background checks, in accordance with state law, on the Consultant or any of his subcontractors who provide services to the City.

**11) Records Access.** The Consultant shall provide the City access to any books, documents, papers and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.

**12) Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**13) No Waiver by City.** By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

This agreement was adopted by the City Council on this day 26<sup>th</sup> day of August, 2024.

**City of Spring Lake Park**

By: \_\_\_\_\_  
Robert Nelson, Mayor

Attest:

By: \_\_\_\_\_  
Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer

**Nykanen Inspections, LLC.**

By: \_\_\_\_\_  
Andrew Nykanen



# Memorandum

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**To:** Mayor Nelson and Members of the City Council

**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

**Date:** September 30, 2024

**Subject:** Statement of Values Policy Update

The City Council adopted a Statement of Values policy to ensure that the City maintains its commitment to the highest standards of ethical conduct and professionalism. While the existing policy outlines the core values and principles expected of elected and appointed officials, the absence of a clear enforcement mechanism leaves room for inconsistent application, potential violations and unresolved conflicts.

The proposed enforcement policy differentiates between minor and serious violations, allowing for flexibility in the resolution of complaints. Minor issues can be resolved informally, through conversations, coaching and warnings, while more serious or repeated violations can trigger a formal investigation. The role of City staff is to assist in the initial stages of reviewing complaints, while ultimate authority for enforcement of the policy remains with the City Council.

Staff presents the proposed amendments to the Statement of Values as a starting place for City Council discussion. Ultimately, the City Council is responsible for the enforcement of its ethical standards and policies.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

# City of Spring Lake Park Statement of Values

## **Preamble:**

The proper operation of democratic government requires that decision-makers be independent, impartial and accountable to the people they serve. The City of Spring Lake Park has adopted this Statement of Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials<sup>1</sup> are required to subscribe to this statement, understand how it applies to their specific responsibilities and practice its 9 core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this statement.

## **The Values:**

As a representative of the City of Spring Lake Park,

1. I serve the public interest.
2. I fulfill the duties and responsibilities of holding public office.
3. I am ethical.
4. I am professional.
5. I am fiscally responsible.
6. I am conscientious.
7. I communicate effectively.
8. I am collaborative.
9. I am forward thinking.

## **Value examples/expressions:**

- 1. I serve the public interest. In practice this value means that:**
  - a. I provide courteous, equitable, and prompt service to everyone.
  - b. I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.
  - c. I am interested, engaged, and responsive in my interactions with constituents.
  - d. I recognize and support the public's right to know the public's business.
  
- 2. I fulfill the duties and responsibilities of holding public office. In practice this value means that:**
  - a. I observe the highest standards of integrity in my official acts and undertake my responsibilities for the benefit of the greater public good.

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<sup>1</sup> For purposes of this policy, an elected official is a member of the City Council. An appointed official is an individual who has been appointed by the City Council to serve on a Board or Commission as a representative of the City of Spring Lake Park. City staff are subject to the City's Personnel Policy, as approved by the City Council.

- b. I faithfully discharge the duties of my office regardless of my personal considerations, recognizing that the public interest is my primary concern.
- c. I uphold the Constitution of the United States and the Constitution of the State of Minnesota and carry out impartially the laws of the nation, state, and municipality and thus foster respect for all government.
- d. I comply with both the letter and the spirit of the laws and policies affecting operations of the City.
- e. I recognize my obligation to implement the adopted goals and objectives of the City in good faith, regardless of my personal views.
- f. I conduct myself in both my official and personal actions in a manner that is above reproach.
- g. I do not use my position to secure for myself or others special privileges or exemptions that are different from those available to the general public.
- h. I understand and abide by the respective roles and responsibilities of elected and appointed officials and city staff and will not undermine them in their work.
- i. I am independent, impartial, and fair in my judgment and actions.

**3. I am ethical. In practice this value means that:**

- a. I am trustworthy, acting with the utmost integrity and moral courage.
- b. I am truthful, do what I say I will do, and am reliable.
- c. I am accountable for my actions and behavior and accept responsibility for my decisions.
- d. I make impartial decisions, free of influence from unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.
- e. I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- f. I oppose all forms of harassment and unlawful discrimination.
- g. I extend equal opportunities and due process to all parties in matters under consideration.
- h. I show respect for confidences and confidential information.
- i. I avoid giving the appearance of impropriety and of using my position for personal gain.

**4. I am professional. In practice this value means that:**

- a. I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b. I approach my job and work-related relationships with a positive attitude, contributing to a supportive, respectful, and non-threatening work environment.
- c. I keep my professional knowledge and skills current and growing.
- d. I am respectful of all city staff, officials, volunteers, and others who participate in the City's government.

**5. I am fiscally responsible. In practice this value means that:**

- a. I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- b. I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds), follow established procedures, and do not use public resources for personal gain.
- c. I make decisions that seek to preserve the financial capacity of the City to provide programs and services for City residents.
- d. I provide full disclosure of any potential financial or other private conflict of interest. I abstain from participating in the discussion and vote on these matters.
- e. I prevent misuse of public funds by establishing, maintaining, and following strong fiscal and management controls.
- f. I report any misuse of public funds of which I am aware.

**6. I am conscientious. In practice this value means that:**

- a. I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b. I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c. I am respectful of established City processes and guidelines.
- d. I prioritize my duties so that the work of the City may move forward.
- e. I prepare for all meetings by reviewing any materials provided ahead of time. When I have materials to contribute, I make sure all others involved have ample time to review these materials prior to the meeting.
- f. I attentively listen to the discussions and presentations that are taking place during the City Council meetings, and will present my opinions in a respectful and constructive manner.
- g. I commit to abstaining from substances that impair my judgment and cognitive functions during and immediately before official city events and meetings.

**7. I communicate effectively. In practice this value means that:**

- a. I convey the City's care for and commitment to its citizens.
- b. I communicate in various ways that I am approachable, open-minded, and willing to participate in dialog.
- c. I engage in effective two-way communication by listening carefully, asking questions, and responding appropriately which adds value to conversations.
- d. I do not interfere with the orderly conduct of meetings by interrupting others or making personal comments not germane to the business at hand.
- e. I follow up on inquiries in a timely manner.
- f. I encourage and facilitate citizen involvement in policy decision-making.
- g. I am respectful in disagreements and contribute constructively to discussions on the issue.

**8. I am collaborative. In practice this value means that:**

- a. I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding to accomplish common goals.
- b. I share information with others in a timely manner so that, together, we can make informed decisions.
- c. I work towards consensus building and gain value from diverse opinions.
- d. I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.

**9. I am forward thinking. In practice this value means that:**

- a. I promote intelligent, proactive, and thoughtful innovation in order to advance the City's policy agenda and provide City services while considering the broader regional, state-wide, national, and international implications of the City's decisions and issues.
- b. I maintain consistent standards, but am also sensitive to the need for compromise, creative problem solving, and making improvements when appropriate.
- c. I am open to new ideas and processes, adopting them as they conserve resources and provide efficient and effective service.
- d. I consider the potential long-term consequences and implications of my words, actions and inactions.

**Enforcement:**

**1. Reporting a Violation**

Any City Council Member, staff member, or resident who believes an elected or appointed official has violated the Statement of Values may bring the matter to the attention of the Mayor (or the Acting Mayor if the Mayor is the subject of the alleged violation) or City Administrator, in writing. The report should include:

- The specific value(s) alleged to have been violated.
- A description of the actions or behavior in question.
- Any supporting evidence or documentation.

**2. Preliminary Review**

Upon receiving a report, the party receiving the report shall refer the matter to the City Administrator and the City Administrator will:

- Conduct an initial review of the allegation.
- Determine if the claim has sufficient merit to proceed. If the claim is deemed unsubstantiated, the matter will be dismissed and no further action will be taken.

If the claim is determined to merit further action, the City Administrator will notify the elected or appointed official involved and the City Council.



### 3. Informal Resolution

For minor violations, the City Administrator and/or Mayor (or Acting Mayor, if the Mayor is involved in the alleged violation) may attempt an informal resolution:

- Meeting with the involved Council Member or appointed official to discuss the violation.
- Issuing a verbal or written warning.
- Developing a plan to ensure future adherence to the City's Statement of Values.

If an information resolution is successful, the matter will be considered closed.

### 4. Formal Investigation

For more serious or repeated violations, the City Administrator will request the City Council to initiate a formal investigation. The following steps will be taken:

- **Appointment of an Investigative Committee or Other Investigator:** The City Council may appoint an Investigative Committee, consisting of two Council Members not involved in the alleged violation (to the extent feasible) to oversee the investigation. Alternatively, the Council may nominate a third party investigator designee or empower the Investigative Committee to designate an investigator.
- **Gathering Evidence:** The Investigative Committee or designated investigator will collect relevant evidence including, without limitation, documents, emails and statements from witnesses.
- **Interview Process:** The Investigative Committee or designated investigator will interview the involved elected or appointed official(s) and appropriate witnesses.
- **Making Findings:** The Investigative Committee or designated investigator shall thereafter make findings and present them to the City Council.

### 5. Council Deliberation and Action

The City Council will review the findings of the Investigative Committee or designated investigator at a work session or other meeting as determined by the City Council. Potential responsive actions include, without limitation:

- Dismiss the complaint, if the violation is not substantiated or is deemed resolved.
- Issue a formal written reprimand.
- Censure the elected or appointed official (public disapproval).
- Recommend additional training on ethics, professional conduct, or other appropriate subject matter.
- Initiate steps for removal from office, as permitted by state law.

The City Council's election to pursue any responsive action shall not bar the implementation of any other responsive action not inconsistent with it and permitted by applicable law.

## **6. Appeal**

The involved elected or appointed official may appeal any decision, in writing, to the City Council within 10 business days of receiving notice of this decision. The Council will review the appeal and, if necessary, hold a follow-up hearing to reconsider the disciplinary action.

## **7. Public Communication**

For formal actions such as censure or removal from office, the City will provide public notice in the interest of transparency.

Adopted by the Spring Lake Park City Council on this 16th day of January, 2018.

Amended by the Spring Lake Park City Council on March 6, 2023, September 18, 2023 and \_\_\_\_\_, 2024.