LGM LEVANDER GILLEN & MILLER P.A. ATTORNEYS AT LAW

MEMO

TO:	**City Sunfish Lake Mayor and Council, and City Staff**
	City of West St. Paul Director of Community Development Ben Boike, Building Inspector Dennis Schilling, Finance Director Char Stark
FROM:	**Timothy J. Kuntz, City Attorney**
DATE:	**March 2, 2023**
RE:	**City of Sunfish Lake/City of West St. Paul - Building Inspections Agreement**

Section 1. Background. The cities of West St. Paul (WSP) and Sunfish Lake (SFL) are entering into an agreement whereby WSP will provide building official duties on behalf of SFL. The draft Agreement is attached for reference.

Section 2. The saliant provisions of the Agreement are as follows:

1. The parties are WSP and SFL.
2. WSP will provide building official duties in SFL through the building inspectors that WSP employs.
3. The Agreement lasts until terminated by either party.
4. Either party can terminate upon 90 days' advanced notice with or without cause.
5. The application for a SFL building permit will be filed with WSP and will be processed by the WSP personnel on behalf of SFL.
6. Permits will be issued on behalf of SFL by the contracted officials at WSP.
7. WSP will collect the permit fees and plan review fees from the landowner applicant.
8. The fees will be split by WSP retaining 82% of the building permit fees and 82% of the plan review fees, and SFL retaining 18% of the building fees and 18% of the plan review fees.

9. The percentage payments will be made and the allocation to the cities will be made through WSP on a quarterly basis.

10. In addition to the above-noted fees referenced in Section 7(a) of the Agreement, SFL will pay WSP for services performed by WSP personnel outside those contemplated by the Agreement but only as specifically requested by SFL. These additional fees will be billed to SFL on a time and material basis. Services performed by the WSP Building Official will be at the rate of $65 per hour plus expenses. Services performed by WSP Building Inspector(s), Fire Safety, and Code Enforcement Officer will be at the rate of $50 per hour plus expenses.

11. WSP will provide monthly and quarterly reports to the SFL Council. A representative of WSP will attend council meetings if requested by the Council.

BUILDING INSPECTION AND RELATED SERVICES AGREEMENT BETWEEN THE CITY OF SUNFISH LAKE AND THE CITY OF WEST ST. PAUL

This Building Inspection Services Agreement (the "Agreement") is made effective this 1st day of March, 2023, by and between the City of Sunfish Lake (hereinafter referred to as "Sunfish Lake") and the City of West St. Paul (hereinafter referred to as "West St. Paul") for the utilization of West St. Paul employees to provide services to Sunfish Lake within the boundaries of Sunfish Lake; (collectively West St. Paul and Sunfish Lake are referred to herein as the "parties").

WHEREAS, Sunfish Lake is authorized and empowered to provide for various types of building inspections to ensure the public health, welfare, and safety; and

WHEREAS, West St. Paul maintains qualified full-time staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by this Agreement, Sunfish Lake can affect cost savings to its citizens while providing support for those services by West St. Paul to its citizens; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, it is the desire of the parties and the purpose of this Agreement that the aforesaid building inspection services required by Sunfish Lake be performed by qualified personnel of West St. Paul on behalf of Sunfish Lake within the jurisdictional limits of Sunfish Lake in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. Term. The term of this Agreement (the "term") shall commence effective March 1, 2023, and annually renew under the same terms and conditions, unless terminated as provided herein. The term of this Agreement shall automatically renew for subsequent annual terms, unless either party at least ninety (90) days prior to the end of the then current term provides written notice of termination to the other party in which case the Agreement shall end at the then current term. Notwithstanding the foregoing, this Agreement may be terminated as provided in paragraphs 8 and 9 below.

2. Scope of Services. For the term of this Agreement, West St. Paul, through use of its personnel and/or agents, shall provide Sunfish Lake with the following services (the "services"), in and on behalf of Sunfish Lake:

    a. Building Official Services. Sunfish Lake has adopted the Minnesota State Building Code, Fire Code and Plumbing Code. It is the intent of the parties that West St. Paul performs all of the duties normally performed by a municipal building official in the state of Minnesota within the corporate limits of Sunfish Lake and is appointed Sunfish Lake's contracted Building Official. As Sunfish Lake's contracted Building Official, West St. Paul shall implement and enforce the Building Code, Fire Code, Plumbing Code, and Sunfish Lake City Code ("City Code") on behalf of Sunfish Lake, and shall provide the following services, among others:

i. Receive and process requests for building permits and residential plumbing permits in a timely manner. Commercial plumbing permits will be sent to the State for issuance.

ii. Review all plans and specifications for construction requiring building and/or plumbing permits in order to ensure compliance with the Building Code, Fire Code, Plumbing Code, and City Code.

iii. Except as otherwise provided in this Agreement, issue all building permits and plumbing permits and handle correspondence and communications relating to building, fire safety, and /or plumbing inspections.

iv. Schedule and perform building inspections, plumbing inspections, and fire safety inspections, and services to include plan review, all associated inspections, and approvals.

v. Except as otherwise provided in this Agreement, issue Notices of Violations, Correction Notices and Orders and Certificates of Occupancy, and like correspondence, notices and orders as necessary and appropriate pursuant to City Code and/or applicable law.

vi. Maintain a log and comment sheet for all permits issued and inspections. The log will contain, at a minimum, the time, place, and type of inspection service.

vii. Attend court proceedings relating to enforcement of permits, if requested by Sunfish Lake.

viii. Attend Sunfish Lake City Council meetings if requested by the City Clerk or City Council.

ix. Prepare monthly and quarterly reports for submission to the City Council and City Clerk that identify the number and type of permit inspections that have been made since the last report and identify the permits that have been issued and the permit fees that have been paid.

x. West St. Paul shall file on behalf of Sunfish Lake, any reports required by the State of Minnesota dealing with the issuance of the building permits in Sunfish Lake.

xi. West St. Paul shall collect the building permit fees and distribute and allocate those fees to West St. Paul and Sunfish Lake, pursuant to Section 7, hereof.

b. Other Services. West St. Paul shall additionally provide the following other services:

i. Fire Safety Services.

ii. Property inspections for structural integrity for purposes of exercising eminent domain powers or protection of life.

iii. Preparation of an annual written report of services completed for the City Council of Sunfish Lake.

iv. Provide copies of all permits issued and inspections made on a monthly basis.

v. The services West St. Paul will provide under this Agreement include property maintenance inspections or planning or zoning review if such inspection or review is specifically requested by the Sunfish Lake City Clerk and/or City Planner, and/or City Engineer and is related to a building permit request for a structure permitted under the Sunfish Lake City Code.

vi. West St. Paul and Sunfish Lake will establish a regular communication process between the primary service provider(s) and the City Clerk and/or City Planner and/or City Engineer in order to communicate on issues and discuss timing for West St. Paul to provide and complete services.

3. Sunfish Lake Responsibilities in Providing Services. Sunfish Lake shall be responsible for the following:

   a. West St. Paul shall issue Occupancy permits upon Sunfish Lake's approval.

   b. Sunfish Lake shall implement the community development software currently used by West St. Paul (CommDev) at its own cost and expense as soon as practical, but no later than January 1, 2024, unless an extension is granted in writing by the West St. Paul Community Development Director. If West St. Paul chooses to change community development software in the future, West St. Paul will provide Sunfish Lake with at least 180 days written notice.

4. Standard of Care. Services provided by West St. Paul or its subcontractors and/or sub-consultants under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of such profession. West St. Paul shall put forth reasonable efforts to complete its duties in a timely manner. West St. Paul shall not be responsible for delays caused by factors beyond its control, or that could not be reasonably foreseen at the time of execution of this Agreement. West St. Paul shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

5. Sunfish Lake City Code Compliance. West St. Paul shall consult with Sunfish Lake staff regarding the manner in which the inspections, plan review, and activities are conducted and for the determination of what enforcement action is appropriate and consistent with Sunfish Lake City Code, and other policies and ordinances as established by Sunfish Lake. West St. Paul shall confer with Sunfish Lake staff regarding interpretation of the City Code. Sunfish Lake shall have a duty to inform West St. Paul of any and all updates or changes to the Sunfish Lake City Code.

6. Office Hours. West St. Paul City Hall, located at 1616 Humboldt Avenue, West St. Paul, MN 55118, will provide office hours, generally 8:00AM-4:30PM Monday through Friday excluding observed holidays, for all building permitting/inspection related activity on behalf of Sunfish Lake. Office hours may change at the discretion of West St. Paul.

7. Compensation for Services. Subject to the limitations set forth in this Agreement, West St. Paul shall collect the building permit fees and plan review fees and shall allocate and distribute to West St. Paul and Sunfish Lake the collected monies in accordance with the schedule of fees below, for the performance of services under this Agreement. West St. Paul shall assume the expense of performing the services specified in this Agreement and shall be compensated for the same by Sunfish Lake as provided herein. There shall be no compensation for the services other than as specified in this Agreement.

    a. Out of the collected fees received by West St. Paul from the applicant, West St. Paul shall pay over to Sunfish Lake 18% of the permit fee and 18% of the plan review fees; and West St. Paul shall retain 82% of the permit fee and 82% of the plan review fees collected. Such permit and plan review fees shall be separate from, and in addition to, any other payment provided below. All other provisions of this Agreement shall remain applicable with respect to the plan review and inspection services being provided.

    b. In addition to the above-noted fees referenced in 7(a), Sunfish Lake will pay West St. Paul for services performed by West St. Paul personnel outside those contemplated by this Agreement but only as specifically requested by Sunfish Lake. These additional fees will be billed to Sunfish Lake on a time and material basis. Services performed by the West St. Paul Building Official will be at the rate of $65 per hour plus expenses. Services performed by West St. Paul Building Inspector(s), Fire Safety, and Code Enforcement Officer will be at the rate of $50 per hour plus expenses.

    c. On a quarterly basis, West St. Paul will allocate, distribute, and pay over to Sunfish Lake the amount required by Section 7(a) of this Agreement. On a monthly basis, Sunfish Lake shall pay to West St. Paul the amount required by Section 7(b) hereof. Such payments under Section 7(b) will be made only after West St. Paul provides Sunfish Lake with a summary of all such services performed under this Agreement. Payment by Sunfish Lake under Section 7(b) may be withheld for services found by the Sunfish Lake City Clerk to be unsatisfactory or in violation of federal, state, and local laws, ordinances, rules or regulations. If under Section 7(b) Sunfish Lake deems West St. Paul's services unsatisfactory and decides to withhold payment, the City Clerk will immediately notify West St. Paul pursuant to the Notice Provision herein of that determination. Sunfish Lake City Clerk will not withhold payment unreasonably and will provide, as part of the notification of nonpayment, written reasons for withholding the payment. If Sunfish Lake fails to make any payment due West St. Paul under Section 7(b) for services performed to the satisfaction of the Sunfish Lake City Clerk and expenses within thirty (30) days after the date of West St. Paul's invoice, West St. Paul may immediately and without waiving any claim or right against Sunfish Lake and without incurring liability whatsoever to Sunfish Lake, suspend services under this Agreement until West St. Paul has been paid in full all amounts due for services, expenses and charges.

    d. All West St. Paul's expenses incurred in providing the services are included in the above fees. Sunfish Lake shall not be liable to West St. Paul for any expenses paid or incurred by West St. Paul, unless otherwise agreed to in writing by Sunfish Lake.

8. Termination. Notwithstanding any of the foregoing, this Agreement may be terminated by either party, without or without cause, as follows:

    a. If by one party, upon the expiration of the 90 days after service of written notice of termination upon the other party; or

    b. At any time, upon mutual agreement of the parties.

9. Default. Notwithstanding any provision hereof, if West St. Paul fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed herein in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. Unless West St. Paul's default is excused in writing by Sunfish Lake or otherwise cured by West St. Paul within 10 days of such written notice of default from Sunfish Lake, Sunfish Lake may, upon subsequent written notice, immediately cancel/terminate this Agreement or exercise any other rights or remedies available to Sunfish Lake under this Agreement or law. In the event of West St. Paul's default, West St. Paul shall be liable to Sunfish Lake for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by Sunfish Lake in enforcing this Agreement.

10. Indemnification.

    a. West St. Paul agrees to defend, indemnify, and hold harmless Sunfish Lake, and its officials, agents, and employees, from and against all claims, actions, damages, losses, and expenses arising out of or resulting from West St. Paul's performance of the services required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of West St. Paul. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limits on liability with respect to claims made by third parties.

    b. Sunfish Lake agrees to defend, indemnify, and hold harmless West St. Paul, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Sunfish Lake's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Sunfish Lake. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limits on liability with respect to claims made by third parties.

    c. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

    d. The parties shall be considered a single governmental unit for purposes of calculating any liability hereunder and the total maximum liability shall not exceed the limits on governmental liability for a single governmental unit pursuant to Minnesota Statutes, section 471.59, subd. 1a(b) and Minnesota Statutes, section 466.04.

11. Insurance. West St. Paul shall procure and carry, at its expense, liability insurance in the amount of at least $500,000 per occurrence and $1,500,000 in the aggregate for both bodily injury or death, and property damage, including loss of use, which may arise out of operations by West St. Paul or by any subcontractors or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph or required by law. Sunfish Lake shall be named as an additional insured, and a certificate of said insurance shall be provided to Sunfish Lake. West St. Paul shall procure and carry, at its expense, Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Sunfish Lake. All this insurance coverage shall be maintained throughout the life of this Agreement. West St. Paul's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to Sunfish Lake with respect to any claim arising out of West St. Paul's performance under this Agreement.

    West St. Paul is responsible for payment of Agreement related insurance premiums and deductibles. Notwithstanding any provision of this Agreement, Sunfish Lake reserves the right to immediately terminate this Agreement if West St. Paul is not in compliance with the insurance requirements contained herein.

12. West St. Paul Personnel. Any employee assigned by West St. Paul to perform its obligations hereunder shall remain the exclusive employee of West St. Paul for all purposes including, but not limited to, wages, salary, and employee benefits. For purposes of this Agreement, West St. Paul shall remain responsible for all employer-provided benefit costs, including all payroll taxes.

13. General Terms.

    a. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint parties to any joint powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by West St. Paul as the agent, representative, or employee of Sunfish Lake for any purpose or in any manner whatsoever except as expressly otherwise provided herein. West St. Paul is to be and shall remain an independent contractor with respect to all services performed under this Agreement. West St. Paul represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this Agreement. Any and all personnel of West St. Paul or other persons, while engaged in the performance of any work or services required by Sunfish Lake under this Agreement shall not be considered employees of Sunfish Lake and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against West St. Paul, its officers, agents, contracts, or employees shall in no way be the responsibility of Sunfish Lake; and West St. Paul shall defend, indemnify, and hold Sunfish Lake, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such

West St. Paul personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Sunfish Lake, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.

b. Records: Availability and Retention. The books, records, documents, and accounting procedures of West St. Paul relevant to this Agreement, are subject to examination by Sunfish Lake and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5. West St. Paul agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

c. Modifications/Amendment. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

d. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. West St. Paul and Sunfish Lake agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. West St. Paul has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the City Manager, City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118; telephone 651-552-4100; TDD: 651-322-2323.

e. Compliance with Laws. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which a party is responsible.

f. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

g. Authorized Signatories. The parties each represent and warrant to the other that: (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

h. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon

receipt at the following addresses or as either party shall have notified the other party. The parties' representatives for notification for all purposes are:

West St. Paul:
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118
Attention: Nate Burkett

Or emailed: nburkett@wspmn.gov

City of Sunfish Lake:
C/O Levander Gillen & Miller
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
Attention: Timothy Kuntz

Or emailed: tkuntz@levander.com

And
City of Sunfish Lake
c/o Christy Wilcox, City Clerk
423 19th Avenue North
South St. Paul, MN 55075

Or emailed: cwilcoxclerk@gmail.com

i. Dispute Resolution. The parties agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

j. Subcontracting. West St. Paul shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of Sunfish Lake.

k. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

l. Force Majeure. The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, pandemic, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

m. Governing Law. This Agreement shall be deemed to have been made and accepted in Dakota County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

n. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq*. West St. Paul will continue to maintain the current level of data security for all data created under this Agreement and will follow all statutory guidelines regarding notifications in the case of a data breach.

o. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

p. Patented Devices, Materials and Processes. If this Agreement requires, or West St. Paul desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, West St. Paul shall provide for such use by a suitable legal agreement with the patentee or owner. If no such agreement is made, West St. Paul shall indemnify and hold harmless Sunfish Lake from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under this Agreement and shall indemnify and defend Sunfish Lake for any costs, liability, expenses and attorney's fees that result from any such infringement.

q. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

r. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

s. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of Sunfish Lake and West St. Paul arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

t. Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the

Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF WEST ST. PAUL

By:_____ Date: _____
David J. Napier, Mayor

By:_____ Date: _____
Nathan Burkett, City Manager

CITY OF SUNFISH LAKE

By:_____ Date: _____
Daniel B. O'Leary, Mayor

By:_____ Date: _____
Christy Wilcox, City Clerk/Administrator

CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 23-___

RESOLUTION APPROVING BUILDING INSPECTION AND RELATED SERVICES AGREEMENT BETWEEN THE CITY OF SUNFISH LAKE AND THE CITY OF WEST ST. PAUL

WHEREAS, the City of Sunfish Lake is authorized and empowered to provide for various types of building inspections to ensure the public health, welfare, and safety; and

WHEREAS, the City of West St. Paul maintains qualified full-time staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by this Agreement, Sunfish Lake can affect cost savings to its citizens while providing support for those services by West St. Paul to its citizens; and

WHEREAS, pursuant to Minnesota Statutes, Section §471.59, it is the desire of the parties and the purpose of this Agreement that the aforesaid building inspection services required by Sunfish Lake be performed by qualified personnel of West St. Paul on behalf of Sunfish Lake within the jurisdictional limits of Sunfish Lake in accordance with the terms and conditions contained within the attached Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Sunfish Lake:

1. The attached Agreement between Sunfish Lake and West St. Paul is hereby approved.

2. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Sunfish Lake.

Passed this 7th day of March 2023.

_____
Dan O'Leary, Mayor

ATTEST:

_____
Christy Wilcox, City Clerk