

CITY OF MINNETRISTA

BUSINESS / DISCUSSION ITEM



Subject: **Building Inspection Reciprocal Services Agreement with Victoria**

Prepared By: **David Abel, Community Development Director**

Meeting Date: **November 3, 2025**

Issue: The City of Minnetrista and the City of Victoria have both expressed interest at a staff level in renewing a previously used reciprocal services agreement between the two cities related to building inspection services and plan review. This notion was discussed on September 15th, 2025 at the City Council Work Session and the City Council directed staff to proceed with updating the agreement. The City Council of Victoria and staff had a similar discussion, and they directed their staff to proceed the same. Both cities have reviewed the agreement and are bringing them forward for approval.

Background: The cities of Minnetrista and Victoria previously engaged in a reciprocal services agreement for building inspection services and plan review as recently as 2015.

Recommended City Council Action:

Motion to approve a Building Inspection Reciprocal Services Agreement with the city of Victoria.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Building Inspection Reciprocal Services Agreement

This Agreement (the "Agreement") is made as of _____, 2025, by and between the city of Minnetrista, a Minnesota municipal corporation ("Minnetrista") and the city of Victoria, a Minnesota municipal corporation ("Victoria").

Recitals

- A. Both Minnetrista and Victoria are authorized and empowered to provide for building inspection services to ensure the public health, welfare and safety are provided to residents, businesses, and property owners of their respective communities.
- B. Due to the limited staffing of each city's building inspections department, both Minnetrista and Victoria have concluded that the public's interest will be best served if the two cities contract with one another to assist one another with the provision of building inspection services on an as needed and reciprocal basis.
- C. Minnetrista and Victoria both currently have their own employees performing building inspections, but both cities are sometimes in need of additional building inspection services.
- D. The parties desire to enter into an agreement setting forth the terms by which each city will provide the other with reciprocal building inspection services on an as-needed basis.

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

1. SCOPE OF SERVICES

- 1.1 This Agreement shall become effective on _____, 2025, or upon approval and signature of both parties, whichever date is later.
- 1.2 Each city agrees to provide building inspection services to the other as set forth in Attachment 1 to this Agreement ("Services") on an as-needed basis. All employees providing Services to either city shall be certified as a building inspector in accordance with applicable laws and regulations.
- 1.3 Each city shall designate its own building official as provided for in Minnesota Rules who shall then name the necessary employee(s) of the other city as designee(s) able to provide Services as outlined in this Agreement.
- 1.4 Except as otherwise specifically set forth herein, Services shall include the duties and functions set forth in Attachment 1 to this Agreement, in compliance with local, state, and federal laws, rules and regulations.
- 1.5 Under this Agreement, all applicable permit and inspection fees and operational charges shall be received by the city in which the property receiving Services is located.

- 1.6 The employees of either city performing the Services in the other city shall not be required to attend regular city council meetings, but shall be available to attend a city council or other meeting upon reasonable notice given from the city receiving Services in the event that Services provided will be discussed.
- 1.7 Each city shall make a request to the other to receive Services when needed and there shall be no duty on either city to provide Services until requested by the other. Requests for Services from the other city shall be given the same priority as Services rendered to the city providing Services based on the type and urgency of the required Services. Notwithstanding anything herein to the contrary, there shall be no obligation to provide requested Services if the city receiving the request cannot reasonably provide the requested Services due to workload, employee scheduling, or other business reasons. If a city cannot provide Services in a timely manner, it shall notify the other city as soon as reasonably possible. The Service Hourly Rate set forth in Attachment 2 of this Agreement shall be applicable for these Services.
- 1.8 In the event a correction order, interpretation, or citation is necessary, and the Services are being provided by a designee under this Agreement, the designee shall confer with the requesting city about the need for additional steps, and it shall be the duty of the requesting city to direct the issuance of such orders, interpretations, or citations in accordance with city code, which may result in the designee administering those functions.
- 1.9 Upon completion of the requested inspection, the city providing Services shall forward the original inspection records to the city requesting the Services. All such records shall be kept on file by the requesting city pursuant to state law. All such original records shall remain the exclusive property of the requesting city.
- 1.10 Enforcement and prosecution of any applicable building code requirements by way of judicial action for either criminal or civil sanction shall remain the exclusive responsibility of the requesting city. The providing city shall reasonably cooperate with the requesting city in any enforcement procedures.

2. FEES

- 2.1 The requesting city shall pay the providing city according to the Service Hourly Rate set forth in Attachment 2 of this Agreement, including any overtime which results from providing the requested Services. Service Hourly Rates shall be charged and paid at a one hour minimum. Invoices shall be submitted monthly by the providing city to the requesting city. Payments shall be due from the requesting city upon receipt of the invoice and subsequent approval by the requesting city council.
- 2.2 The rates set forth in Attachment 2 to this Agreement may be adjusted upon written request made by either city and subject to approval by both city councils.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Any employee assigned by either city to perform its obligations under this Agreement shall remain the exclusive employee of the providing city. Neither city shall assume any liability for the direct payment of any salary, wage, workers' compensations, income tax withholding, or

any other type of compensation to any employee of the other for performing any inspection or any other Services performed pursuant to this Agreement.

- 3.2 Both cities and their officers, agents, and employees shall cooperate with and assist the other city in the orderly performance of Services to be provided for herein.
- 3.3 All inspections shall be made on forms utilized and maintained at the requesting city's offices.
- 3.4 The books, records, documents, and accounting procedures of both cities relevant to this Agreement are subject to examination by the other city and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes.
- 3.5 This Agreement represents the entire agreement between Minnetrista and Victoria and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- 3.6 Both parties agree to comply with all applicable state, federal and local laws, rules, and regulations.
- 3.7 This Agreement may be terminated by either party at any time, for any reason, following 90 days' written notice to the other party.
- 3.8 Minnetrista agrees to defend, indemnify and hold harmless Victoria, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Minnetrista's performance of the duties required under this Agreement.
- 3.9 Victoria agrees to defend, indemnify and hold harmless Minnetrista, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Victoria's performance of the duties required under this Agreement.
- 3.10 Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466. As provided in Minnesota Statutes, Section 471.59, subd. 1a(b), the two cities shall be considered a single governmental unit for purposes of determining the total liability of the two cities under Minnesota Statutes, Chapter 466.
- 3.11 It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by one city as the agent, representative or employee of the other city for any purpose or in any manner whatsoever.
- 3.12 All notices required by this Agreement shall be in written form and shall be deemed delivered upon its receipt by the City Administrator/Manager. Notice may be made by personal delivery, email, or mail.
- 3.13 In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining

provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

3.14 Nothing herein shall be deemed to preclude either city from entering into a similar agreement for Services with another city or with a private entity providing building inspection services.

3.15 This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

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

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Ann Meyerhoff, City Clerk

CITY OF VICTORIA

By: _____
Debra McMillan, Mayor

By: _____
Dana Hardie, City Manager

ATTACHMENT 1

Each city shall provide the following services to the other under this Agreement:

- Perform the duties and responsibilities of building official and/or building inspector as an official designee as required by the state building code.
- Review building permit applications and ensure that they are accurate, complete, and in compliance with city codes and requirements.
- Review detailed and complex building plans and specifications for compliance with city and state codes and regulations; approve plans for construction or identify areas not complying with regulatory requirements.
- Perform inspections on all classifications of buildings and structures during construction, and upon completion, for conformity with approved plans and adopted building codes.
- Issue oral and/or written orders for correction of faulty, improper, or illegal construction.
- Prepare reports of inspection results and code enforcement activities.
- Issue certificates of occupancy for buildings inspected and constructed in compliance with city and state codes.

ATTACHMENT 2

Service Hourly Rates

The requesting city shall pay the providing city at a rate of \$ 80.00 per hour.

Overtime shall be provided by the requesting city at a rate of \$ 120.00 per hour.

Mileage costs incurred by the city providing Services shall be paid by the city requesting Services at a rate set by the Internal Revenue Service.

There shall be a one hour minimum charge for Services. Services provided in a single trip to the requesting city that exceeds one hour in duration shall be paid in half hour increments.