

# **Agenda**

## **City of Plymouth Special City Council Meeting**

**Tuesday, February 26, 2008  
5:00 p.m.**

### **Medicine Lake Room**

1. Call to Order
2. Meet with Plymouth-New Hope Little League to discuss cost sharing request
3. Discuss Rental Licensing Ordinance, Point of Sale Inspection, and excessive nuisances
4. Adjourn

MEMO

CITY OF PLYMOUTH

3400 PLYMOUTH BOULEVARD, PLYMOUTH, MN 55447

DATE: February 20, 2008 for Study Session February 26, 2008

TO: Laurie Ahrens, City Manager

FROM: Eric J. Blank, Director, Parks and Recreation 

SUBJECT: **Council Study Session – Zachary Park Shelter Building**

Plymouth/New Hope Little League Baseball has requested that the city work in collaboration with them to build a park shelter building and concession stand at Zachary Playfield. As the Council will recall, in 2006 Zachary Park underwent a major renovation in cooperation with Plymouth/ New Hope Little League. I have attached for Council review, the agreement and staff reports dealing with that project. The total cost of that upgrade was \$850,837 of which little league agreed to pay \$250,000 (see *attached agreement*). As of December 31, 2007, Plymouth/New Hope Little League has a \$50,000 outstanding balance due to the city.

It is my understanding that Plymouth/New Hope Little League wishes to have the city be responsible for all construction material costs for a new park shelter building while Plymouth/ New Hope Little League would be responsible for getting volunteers to construct the building. Based on a similar building recently built at Greenwood Park, it is estimated that the materials would run from \$100,000 to \$150,000. There would also be building permit fees associated with the construction of the building. I have attached, for council review, a copy of our agreement and staff report dealing with the construction at Greenwood Park in cooperation with Wayzata Youth Baseball. On that project we capped the cost to the city at \$30,000.

When we did the Zachary Park upgrade in 2006 we anticipated a park shelter building would be constructed sometime in the future. We stubbed in water and sewer lines to the future building location to accommodate that addition. While I am not opposed to a building being constructed at this location, I have a number of concerns about this proposal.

1. I am concerned about the fast track nature of the project and that volunteers would be doing the physical construction of the building.
2. We would have an open construction site at the park during the prime baseball season.
3. As we have done with Wayzata hockey and baseball, the current loan agreement should be paid off before we enter into a new project agreement.

4. There has been no review of this proposal by the Parks and Recreation Advisory Commission to prioritize among other projects.
5. The City invested \$600,000 to remodel Zachary Park for the baseball association which is something that has not been done at any of our other playfields.
6. A building will require site planning approval by the Planning Commission.
7. Our park dedication income is at a 10 year low and we are not projecting any increase in the next year due to the slowdown in the housing market

I feel that it is important to treat Plymouth/New Hope Little League as we did Wayzata Youth Baseball. Therefore, it is my recommendation that we cap our contribution at \$30,000 if this project moves forward.

EB/mm  
Attachment

CITY OF PLYMOUTH  
CITY COUNCIL AGENDA REPORT

**TO:** Laurie Ahrens, City Manager  
**FROM:** Eric Blank, Director of Parks and Recreation EB  
**DATE:** January 9, 2007, for Council Meeting of January 23, 2007  
**SUBJECT:** Amendment of Agreement Between City and Plymouth/New Hope Little League Baseball

- 1. ACTION REQUESTED:** City Council should pass the attached resolution amending agreement between the City of Plymouth and Plymouth/New Hope Little League Baseball.
- 2. BACKGROUND:** In July of 2006, the City Council approved an agreement between the city and Plymouth/New Hope Little League Baseball for the redevelopment of the Zachary playfield. The agreement called for the Little League to provide \$100,000 of funding at the award of contract and the remaining \$150,000 by December 31<sup>st</sup> of 2006. We received the first \$100,000 in July, and in December we received an additional \$100,000. In discussing this with the baseball association, they've requested additional time to raise the remaining \$50,000. The project is approximately 90% done, but will not be closed out until probably July or August of '07.
- 3. BUDGET IMPACT:** The association has requested an additional 12 months to pay off the remaining \$50,000 in contribution. In reviewing this with our financial department, we do not find this to be a burden on the city at this time. This also would not treat the Little League association different than the hockey association in that we have not placed a timeline on the hockey association on when they need to pay their contributions on the ice arena.
- 4. RECOMMENDATION:** Staff recommends the city council approve an additional 12 months for the Plymouth/New Hope Little League Baseball to secure their remaining \$50,000 for the Zachary Park remodeling project.

EB/np

**CITY OF PLYMOUTH**

**RESOLUTION 2007-**

**Approving Amendment to Agreement**

WHEREAS, the City of Plymouth has a written agreement with Plymouth/New Hope Little League Baseball for the redevelopment of Zachary Park, and

WHEREAS, said agreement calls for the contribution of \$250,000 to be made by the end of December 2006, and

WHEREAS, the Little League Association has requested a one year extension;

NOW, THEREFORE, BE IT RESOLVED BY THE PLYMOUTH CITY COUNCIL that the agreement is hereby amended to allow the remaining \$50,000 to be remitted to the city by December 31, 2007.

Adopted by the City Council on \_\_\_\_\_

**CITY OF PLYMOUTH**  
**CITY COUNCIL AGENDA REPORT**

**TO:** Laurie Ahrens, City Manager  
**FROM:** Eric Blank, Director of Parks and Recreation   
**DATE:** July 5, 2006, for Council Meeting of July 11  
**SUBJECT:** Award of Bids – Zachary Playfield Redevelopment

- 1. ACTION REQUESTED:** The City Council should move the attached resolution awarding bid to Peterson Companies in the amount of \$704,680.80.
- 2. BACKGROUND:** Sealed bids were received and opened at 10 a.m. on Thursday, June 29, for this project. The City received six bids as outlined below.

Peterson Companies	\$713,173.15
Sunram Construction, Inc.	\$784,739.55
Morcon	\$786,215.32
Veit & Co.	\$789,789.00
Doboszinski & Sons, Inc.	\$829,068.15
Meyer Contracting, Inc.	\$912,037.90

The apparent low bidder is Peterson Companies, from Lino Lakes, MN. Their base low bid was in the amount of \$713,173.15. The specification allows the City to remove any line items in the bid documents and perform the work ourselves. We've decided that we will remove all the chain link fence and backstops from the current two fields. This was bid as a lineal foot item in the amount of \$7,992.35. We will also remove and haul away the players benches and concrete footings, which was bid at \$500. With these two deductions, the new bid that we are awarding is in the amount of \$704,680.80. Attached to this memo is an agreement drafted by the city attorney's office between the Little League and the City of Plymouth. Brian Johnson, President, has signed the document on behalf of Plymouth-New Hope Little League.

- 3. BUDGET IMPACT:** On May 23, the City Council authorized the Director of Parks and Recreation to take this project out for bid. The overall budget was set for the project at \$832,500. This covers construction costs and all the soft costs. By awarding this bid as outlined in the memo, we anticipate starting the project with a contingency of just over \$61,000.
- 4. RECOMMENDATION:** Staff recommends the City Council award the bid to Peterson Companies for the redevelopment of Zachary Playfield in the amount of \$704,680.80.

EB/np



**CITY OF PLYMOUTH**

**RESOLUTION 2006-**

**AWARDING BID FOR ZACHARY PLAYFIELD REDEVELOPMENT**

WHEREAS, the City of Plymouth has received sealed bids for the redevelopment of Zachary Playfield athletic complex, and

WHEREAS, the City received six viable bids for this project, and

WHEREAS, the apparent low bidder is Peterson Companies in the amount of \$704,680.80,

NOW, THEREFORE, BE IT RESOLVED BY THE PLYMOUTH CITY COUNCIL that the award of bid is made to Peterson Companies, in the amount of \$704,680.80, and further, that all costs of this project will be charged to the Zachary Playfield construction improvement project, and further, that the city's share of the funding will be taken from the park replacement fund.

Adopted by the City Council on \_\_\_\_\_

# AIA DOCUMENT G701-2000

## Change Order

(Instructions on reverse side)

**PROJECT:**

(Name and address)

Zachary Park  
4355 Zachary Lane  
Plymouth, MN 55441

CHANGE ORDER NUMBER: 1

DATE: June 1, 2007

ARCHITECT'S PROJECT NUMBER: 5615

CONTRACT DATE: June 1, 2007

CONTRACT FOR: Athletic Field Site Improvements

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

**TO CONTRACTOR:**

(Name and address)

Peterson Companies, Inc.  
8326 Wyoming Trail  
Chisago City, MN 55013

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

(See attached)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 704,680.80

The net change by previously authorized Change Orders is \$ 0.00

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 704,680.80

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)

(unchanged) by this Change Order in the amount of \$ 56,202.00

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ 760,882.80

The Contract Time will be (increased) (decreased) (unchanged) by \_\_\_\_\_ ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 15, 2007

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Architect, Contractor and Owner.

SRF Consulting Group

Peterson Companies

City of Plymouth

ARCHITECT (Typed name)

CONTRACTOR (Typed name)

OWNER (Typed name)

*Ken Grieshaber*

*John Peterson*

*Jessie Ahrens*

(Signature)

(Signature)

(Signature) Mayor

Ken Grieshaber

John Peterson

Jessie Ahrens

BY

BY

BY

6/19/07

6-19-07

7-24-07

DATE

DATE

DATE



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AIA DOCUMENT G701-2000  
CHANGE ORDER

# AGREEMENT

AGREEMENT made this 10<sup>th</sup> day of October 2006, by and between the CITY OF PLYMOUTH, a Minnesota municipal corporation ("City"), and PLYMOUTH WAYZATA YOUTH BASEBALL ASSOCIATION, a Minnesota non-profit corporation ("Association").

## RECITALS

- A. The City leases land from the Wayzata School District at the Greenwood Park ("subject property").
- B. The Association has agreed to construct a building, approximately 32 feet by 44 feet, on the subject property. The building will contain two handicapped accessible restrooms, storage area, concession area, and second story scorekeeper and announcer booth ("the Building").

NOW, THEREFORE, the parties agree as follows:

### **I. ASSOCIATION RESPONSIBILITIES.**

A. **Site.** The City agrees to permit the construction of the Building on the subject property at the location designated on the attached Exhibit "A" ("Site") and the Association agrees to build it. Prior to contracting for construction of the Building, the parties must make a determination that the site is in buildable condition for the Building and that the site does not have any environmental or other significant problems that would cause cost overruns or operating problems. If, prior to entering into a construction contract, the parties find that the site is not buildable or that significant cost overruns would occur at the Site, and the City elects not to remedy the Site, this Agreement may be terminated by any party.

B. **Utilities.** The Association shall be responsible for installing City sewer and water to the Building.

C. **City Related Fees.** The Association shall be responsible for payment of City fees and charges related to construction of the Building, including building permit fees and city imposed sewer and water connection charges, and Metropolitan Sewer Availability Charges ("SAC").

II. **CITY RESPONSIBILITIES.** The City agrees to contribute \$30,000.00 toward the construction of the Building. \$15,000.00 shall be paid when framing of the Building is complete and \$15,000.00 shall be paid when a certificate of occupancy is issued for the Building.

III. **DESIGN AND CONSTRUCTION.**

A. **Costs.** The Association shall be solely responsible for the construction and all costs related to the design and construction of the Building, including site preparation, except as otherwise provided in this Agreement. Prior to entering into contracts for construction of the Building on the Site, the Association shall provide proof of financial responsibility to complete the Contract in the form of a Written Statement from the Association's lending institution indicating the subject Loan for construction of the building is Approved and Secured. The City shall receive notice of progress payments to the Contractor as the project moves forward.

B. **Plans and Specifications.** The Association shall prepare plans and specifications for the design and construction of the Building, which must be approved by the City's Park and Recreation Director.

C. **Approvals.** The construction plans for the Building shall be submitted in accordance with the City's ordinances and rules relating to development approval, the issuance of building permits, and subject to the review and approval of the City pursuant thereto prior to commencement of construction. The Association shall obtain any license, permit or other governmental approval necessary for construction and/or operation or use of the Site including

approval from the Hennepin County Department of Health. Prior to issuance of all such approvals, the City may terminate this Agreement for any reason.

**D. Contract Documents.** After approval of the plans and specifications the Association shall prepare contract documents, which shall be subject to City approval, and award the contract.

**E. Administration of Construction Contract.** The Association shall administer the contract and supervise the construction. All change orders to the contract must be reviewed and approved by the City's Park and Recreation Director. The Association shall provide all requested information concerning construction of the Building to the City's Park and Recreation Director, who shall oversee the construction on the City's behalf.

**F. Building Code.** The Building must meet all building code requirements

**G. Completion.** Construction of the Building shall be substantially complete by January 31, 2007. The Building cannot be occupied until the City issues a Certificate of Occupancy.

**H. Signage.** Building signage must be approved by the Association and the City..

#### **IV. INSURANCE.**

**A. Insurance or Coverages Required.** Contract documents must provide that no construction of the Building may commence until all Contractors associated with construction take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the Building the following policies or coverages in the following amounts:

1. Public liability, property damage, and auto insurance covering personal injury, including death, and claims for property damage which may arise out of Contractor's work or the work of its

subcontractors or by one directly or indirectly employed by any of them including coverage for all owned, hired, vehicles and employers' non-ownership liability coverages. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more,

2. Builder's risk insurance equal to the total cost of the construction of the Building, including labor, materials, etc.
3. Workers' compensation insurance as required by law. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
4. The Contractor shall have in force for any coverage provided by this Agreement an Errors and Omissions Coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

B. The City shall be named as an additional insured on the policies of insurance, and the Contractor shall file with the City a certificate evidencing coverage prior to the Contractor commencing construction work on the Building.

C. All insurance policies shall provide that the City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required coverage. In no event shall the contractor operate within the City without all insurance required by the City. The City reserves the right to cancel the Agreement upon ten (10) days written notice, in the event the Contractor is unable to secure insurance as required by this Agreement.

V. **MECHANICS' LIENS.** The Association shall provide in all construction contracts, subcontracts and supplier contracts for the Building that mechanic's liens are prohibited and that lien rights are waived. The Association shall provide the City a list of all contractors, subcontractors and suppliers before commencing construction and verification that

they have waived their lien rights. The Association shall hold the City harmless and indemnify the City from all damages, judgments, claim, causes of action, and costs and attorney's fees arising from any liens

**VII. OWNERSHIP.** Upon completion of the Building, the Association will turn over full ownership to the City and provide proof of payments and lien waivers from all contractors.

**VIII. USE AND SCHEDULING.**

A. The City shall schedule the use of the Building.

B. The City shall give priority to the Association in scheduling for twenty years commencing on the date the Building is completed. The Association may not assign its priority to any other entity.

C. The City will enforce applicable statutes and ordinances in and around the Building in the same way that they enforce these ordinances on other park property.

**IX. RESPONSIBILITY FOR LOSS.** The Association shall hold the City harmless and indemnify the City from all damages, judgments, claims, causes of action, and costs and attorney's fees arising from the construction of the Building, except for any claim that arises solely out of the City's own negligence.

**X. REMEDIES.** In the event that either party fails to perform any obligation under this Agreement, and such failure continues for ninety (90) days after written notice from the other party, such other party may seek specific performance of this Agreement in addition to any other right or remedy available at law or in equity.

**THIS AGREEMENT** executed by the parties hereto the day and year first above written.

**CITY OF PLYMOUTH**

BY: Judy A. Johnson  
Judy A. Johnson, Mayor

AND Laurie Ahrens  
Laurie Ahrens, City Manager

**PLYMOUTH WAYZATA YOUTH  
BASEBALL ASSOCIATION**

BY: Thomas J. Bredesen  
Thomas J. Bredesen, President

AND Kurt Swiecichowski  
Kurt Swiecichowski, Treasurer

**Addendum to License Agreement (Greenwood Playfields)  
Authorizing City of Plymouth to Construct a Concession and  
Restroom Facility on the Licensed Premises**

1. This addendum, dated \_\_\_\_\_, is to the License Agreement dated November 1, 2000, between Independent School district No. 284 (the "District") and the City of Plymouth (the "City") regarding the use of the Licensed Premises at Greenwood Elementary School.
2. The District authorizes the City to construct and own a concession and restroom facility (the " Facility") on the licensed premises, to be located as shown on the attached site plan ("Exhibit C").
3. The City must maintain the Facility in a safe, attractive and first-class condition. The city is responsible for all costs, including custodial, maintenance, and utility costs. Compliance with health code requirements is solely the responsibility of the City.
4. The city may authorize other entities to operate the Facility on its behalf.

The parties have executed this Addendum on the date written above.

**District**

**Independent School District No. 284**

By



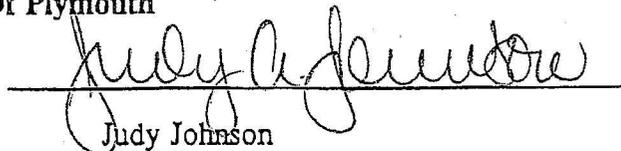
Carter Peterson

Clerk

**City**

**City Of Plymouth**

By



Judy Johnson

Mayor

*Laurie Ahrens*  
City Manager

**CITY OF PLYMOUTH**  
**CITY COUNCIL AGENDA REPORT**

**TO:** Laurie Ahrens, City Manager  
**FROM:** Eric Blank, Director of Parks and Recreation  
**DATE:** September 19, 2006, for Council Meeting of September 26  
**SUBJECT:** Greenwood Park – Request From Wayzata Baseball Association to Donate Shelter Building

EB

- 1. ACTION REQUESTED:** The City Council should approve the attached resolution authorizing the Wayzata Youth Baseball Association to construct a park shelter building at Greenwood Park School, and that the City will accept the ownership of the building when it is completed, and that the City will contribute \$30,000 toward the construction of the building.
- 2. BACKGROUND:** Please see the attached report dated September 8 to the Park and Recreation Advisory Commission regarding this proposal. The Commission voted unanimously on September 14 to recommend to the City Council that the proposal from Wayzata Baseball be approved.

The building in size is approximately 32 feet wide by 44 feet long. It contains two handicapped accessible restroom facilities, storage area, concession area, and second story scorekeepers/announcers booth. The concession stand will be similar to our other buildings in that they will be selling pre-packaged food and not preparing food which requires 3-compartment stainless steel sinks and other extensive plumbing equipment. The final plan will be reviewed and approved by the Hennepin County Health Department. At the City's request, the building will contain a metal roof which will provide many years of maintenance-free service. The estimated cost of the building is between \$230,000 - \$240,000. Staff is recommending that the City contribute \$30,000 towards the overall construction of the project. If Council concurs with this request, we will seek approval from the Wayzata School District and return to the City Council with a signed agreement outlining the details of the donation and use of the building by the association.

- 3. COST:** Cost to the City would be \$30,000 and use of the land for the building. The City will assume the long-term maintenance of the building for such things as the electricity and water usage. The building will not be heated and will only be in operation for approximately three months during each summer.
- 4. RECOMMENDATION:** Staff recommends the City Council approve the construction of the shelter building at Greenwood Park School, and further, the Director should return to the Council with a signed agreement outlining the conditions of the donation of the building and its use.

EB/ds

MEMO  
CITY OF PLYMOUTH  
3400 PLYMOUTH BOULEVARD, PLYMOUTH, MN 55447

DATE: September 8, 2006

TO: PRAC

FROM: Eric J. Blank, Director, Parks and Recreation 

SUBJECT: **Greenwood Park – Request from Wayzata Baseball for Shelter Building**

**ACTION ITEM:** Staff recommends the Park and Recreation Advisory Commission approve the construction of a park shelter building at Greenwood Park and accept the building as a donation to the City of Plymouth, and further, that the City contribute \$30,000 to the construction of the building.

**BACKGROUND INFORMATION:** Wayzata Baseball has approached the City of Plymouth about constructing a park shelter building to include bathrooms, concession stand, and observation room at Greenwood Park. Greenwood Youth Sports Complex includes three youth baseball fields laid out in a circle. This design contemplated the future addition of a shelter building between the ballfields. Wayzata Youth Baseball would like to construct this building and donate it to the City of Plymouth. Attached for Commission review are drawings of the proposed structure. City staff has been working with the baseball association on the design of the building and the specifications. Two items we have requested are a metal roof on the building and concrete sidewalk all the way around the building. These items are for long-term maintenance and ease of care of the building. The estimated cost of the building is between \$230,000 and \$240,000. In order to build the building, we need both authorization from the City of Plymouth and the Wayzata School District in that the land is leased to the City by the School District, but does require their approval.

**COST:** The City staff is requesting items such as the metal roof and the concrete sidewalks surrounding the building, and so there is additional cost incurred for this project. Therefore, we are recommending that we amend our capital improvements budget to include \$30,000 to help pay for the cost of the shelter building. In the future, we know that Armstrong Youth Baseball intends to fund-raise for the construction of a park shelter building at Zachary Park. Joint projects and cost-sharing with the athletic associations is a good way to stretch City dollars further.

**RECOMMENDATION:** Staff recommends the Park and Recreation Advisory Commission approve the addition of a park shelter building at Greenwood Park, and further, that the City accept the building as City property, and further, that the City contribute \$30,000 towards the construction of the building with funding to come from park dedication funds.

EB/ds

## BUILDING CODE CRITERIA

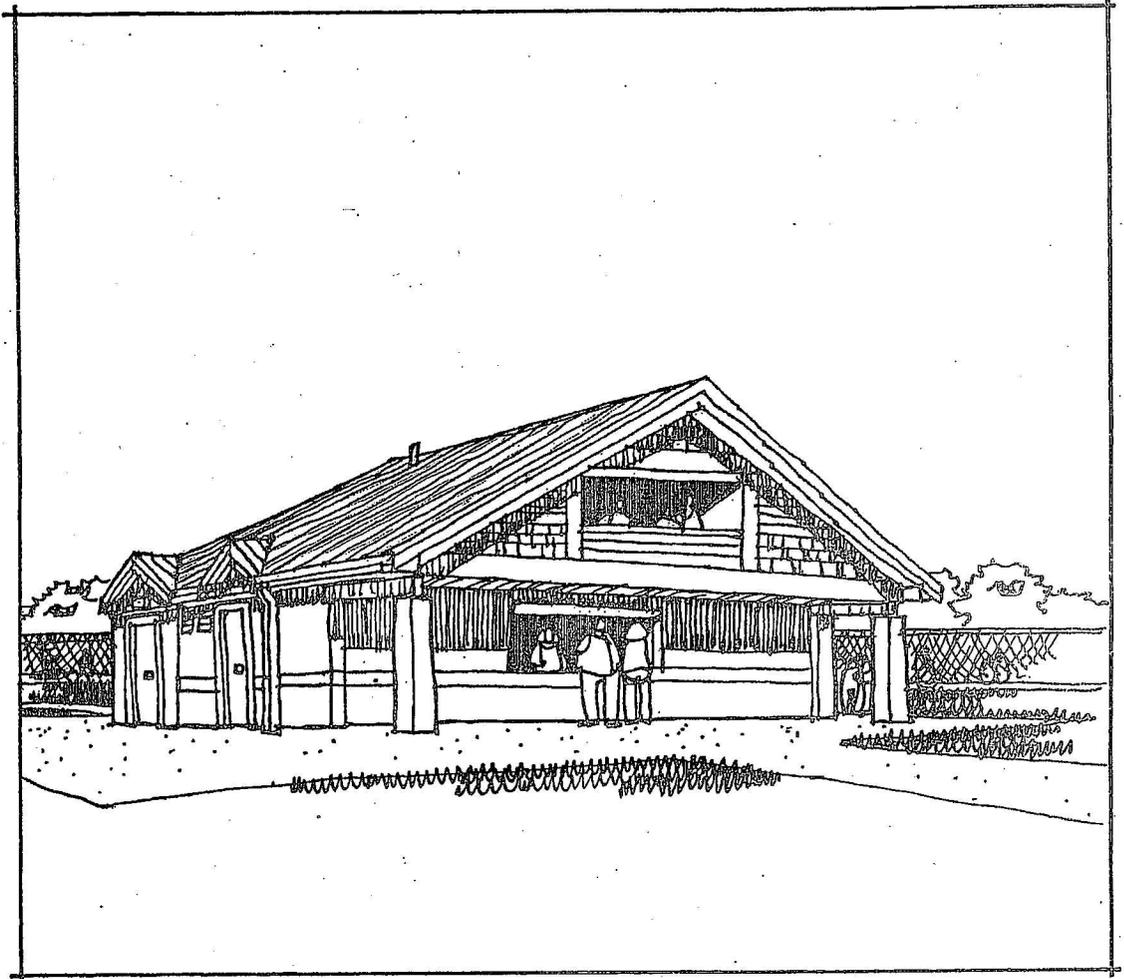
OCCUPANCY	PRESS BOX B. STORAGE S-1. NON-SEPARATED USE. IBC 302.3.2.
LIVE LOAD	ROOF 35 PSF STORAGE 115 PSF FLOOR 50 PSF
SOIL	ASSUMED 2000 PSF (CLAY).
CONSTRUCTION	TYPE V-B NON-RATED COMBUSTIBLE.

## GENERAL NOTES

1. MECHANICAL & ELECTRICAL IS DESIGN-BUILD. THE BID MUST INCLUDE CONTRACT DOCUMENTS SIGNED BY REGISTERED ENGINEERS.

## DRAWING SCHEDULE

1	TITLE SHEET
C1	SITE PLAN
C2	SITE PLAN
2	FLOOR PLAN
3	CROSS-SECTIONS
4	CROSS-SECTION & STAIRS
5	ELEVATIONS
6	ELEVATIONS
5	FOUNDATION
ME	MECHANICAL & ELECTRICAL
SP	SPECIFICATIONS
SP	SPECIFICATIONS



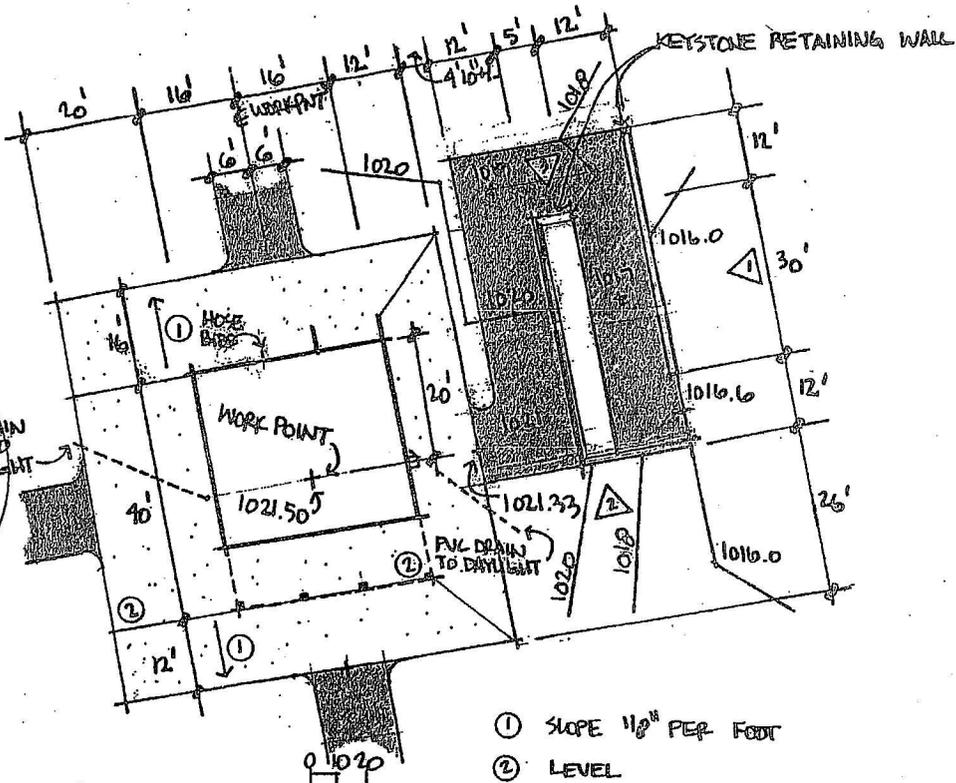
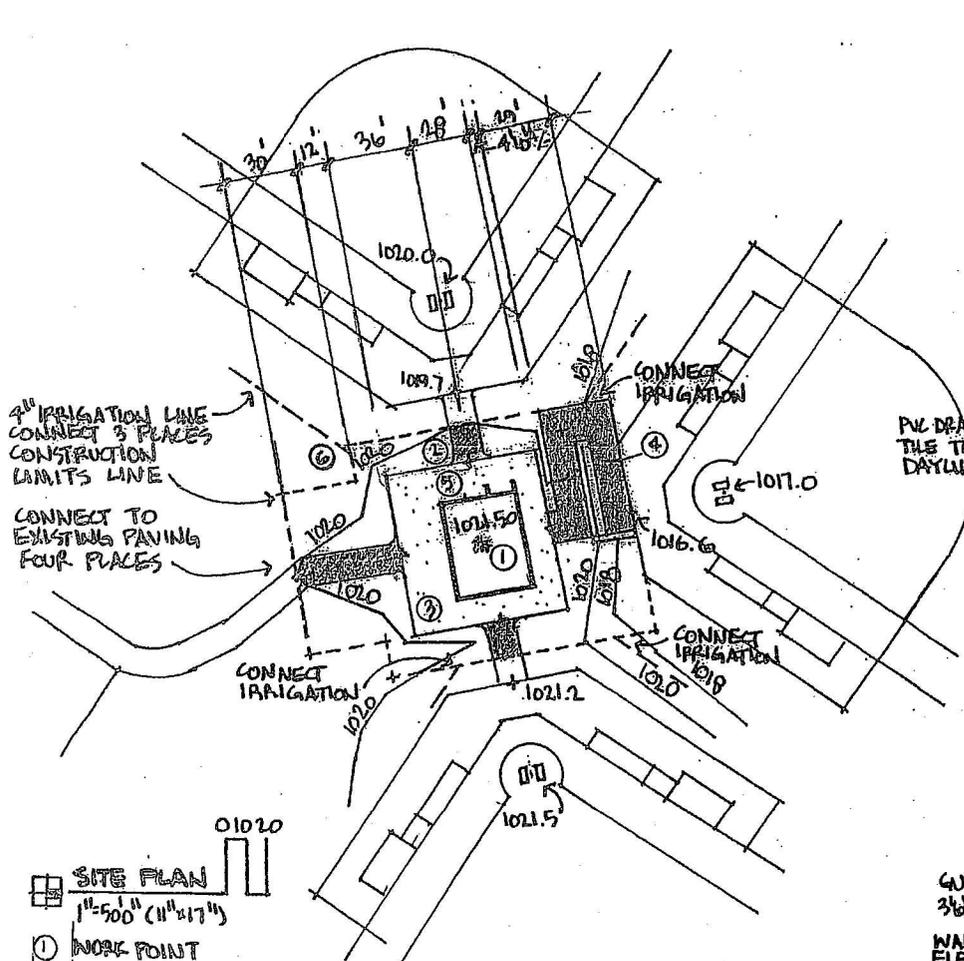
# GREENWOOD PARK BUILDING

PLYMOUTH WAYZATA YOUTH BASEBALL ASSOCIATION

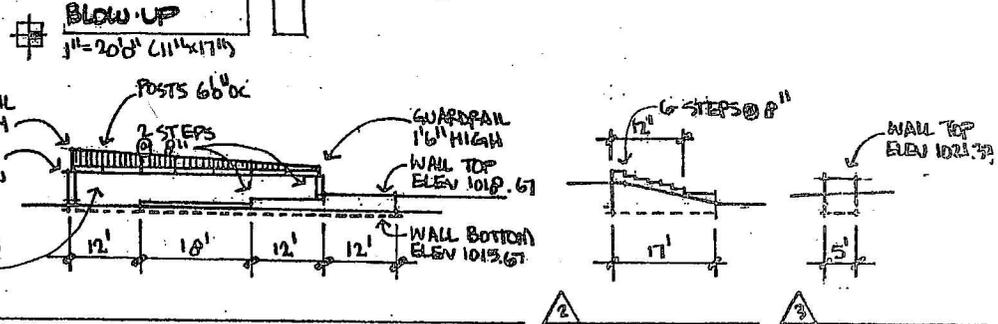
I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota.  
*[Signature]*  
P. C. B. ARCHITECTS  
11200 - 11200  
11200 - 11200

1



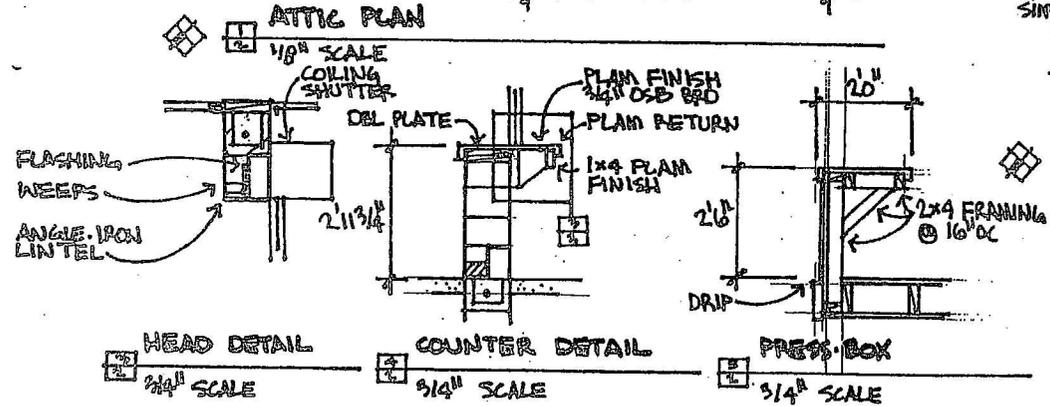
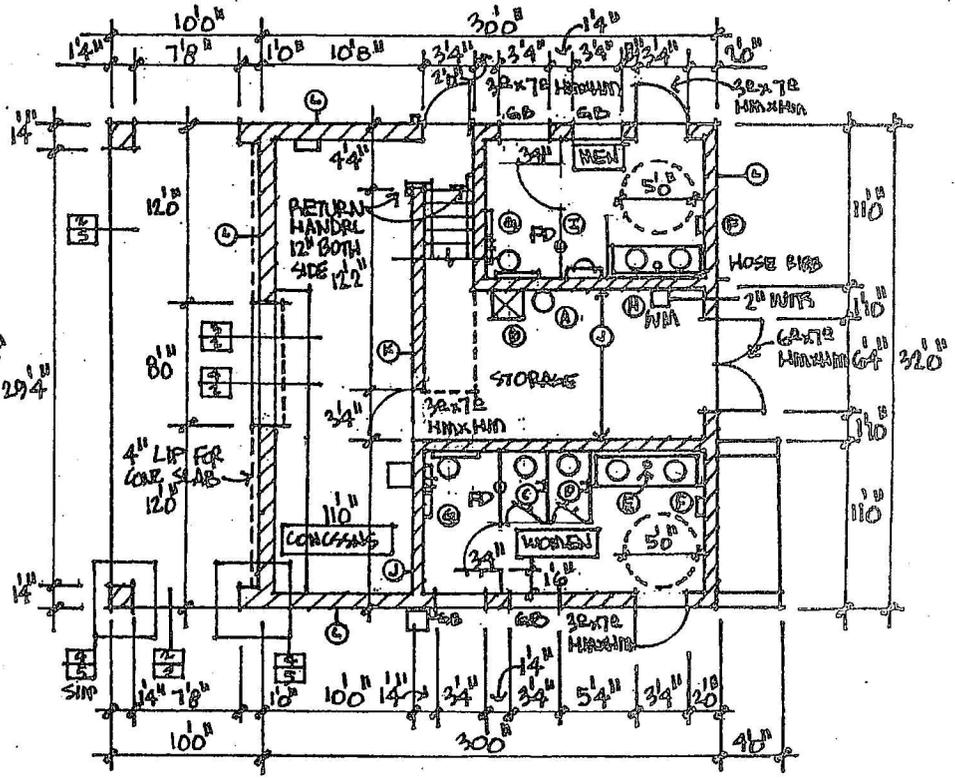
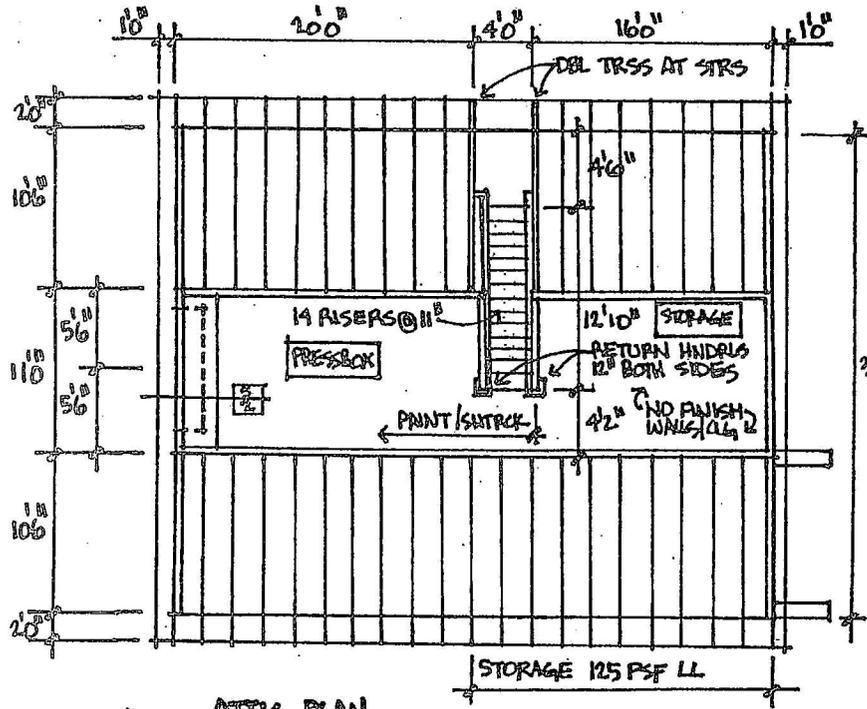


- SITE PLAN**  
 1"=50' (11"=17')
- ① WORK POINT
  - ② REPLACE BITUMINOUS TRAIL, 12' WIDE, 1/2" THICK ON A 6" SAND BASE. 30" RADIUS AT EACH INSIDE CORNER.
  - ③ 4" CONCRETE SLAB ON SAND BASE. BROOM FINISH. FIBERMESH. CONTROL JOINTS 40" ON CENTER.
  - ④ KEYSTONE RETAINING WALL.
  - ⑤ HOSE BIBB.
  - ⑥ DEMOLISH AND RECONNECT IRRIGATION SYSTEM. REPLACE ONE QUICK-COUPLER VALVE.



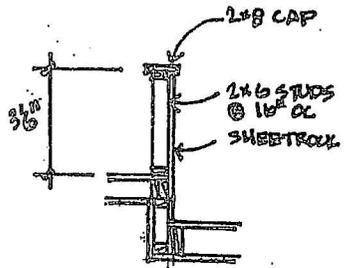
**GREENWOOD PARK BUILDING PWYBA** C2

R/R 060628

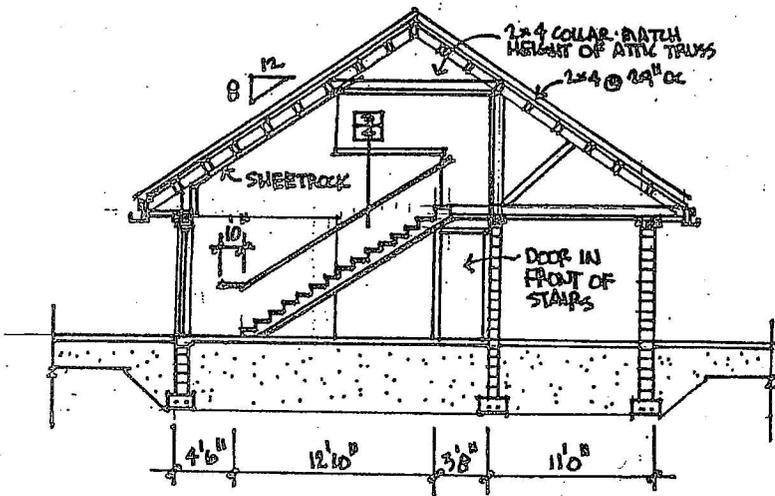


- FLOOR PLAN - SEE DRAWING SET FOR PLUMBING FIXTURES**
- 1/8" SCALE
- Ⓐ WALL-MOUNTED 6 GALLON WATER HEATER.
  - Ⓑ WALL-MOUNTED 24" x 24" PORCELAIN SERVICE SINK.
  - Ⓒ ROBE HOOK ON BACK OF ALL RESTROOM PARTITION DOORS.
  - Ⓓ ONE TOILET PAPER HOLDER PER STALL.
  - Ⓔ COUNTERTOP SOAP DISPENSER, TYPICAL OF 2.
  - Ⓕ WALL-MOUNTED ELECTRIC HAND DRYER, TWO PLACES.
  - Ⓖ 1/2" GRAB BAR PER CODE.
  - Ⓗ 2" WATER SERVICE AND METER.
  - Ⓖ RESTROOM PARTITIONS, METAL, OVERHEAD BRACED.
  - Ⓘ 8" CMU, BURNISHED ON RESTROOM SIDE ONLY.
  - Ⓚ 8" CMU, REGULAR BLOCK, PAINTED BOTH SIDES.
  - Ⓛ 12" CMU, ROCKFACE EXTERIOR PAINTED BOTH SIDES.

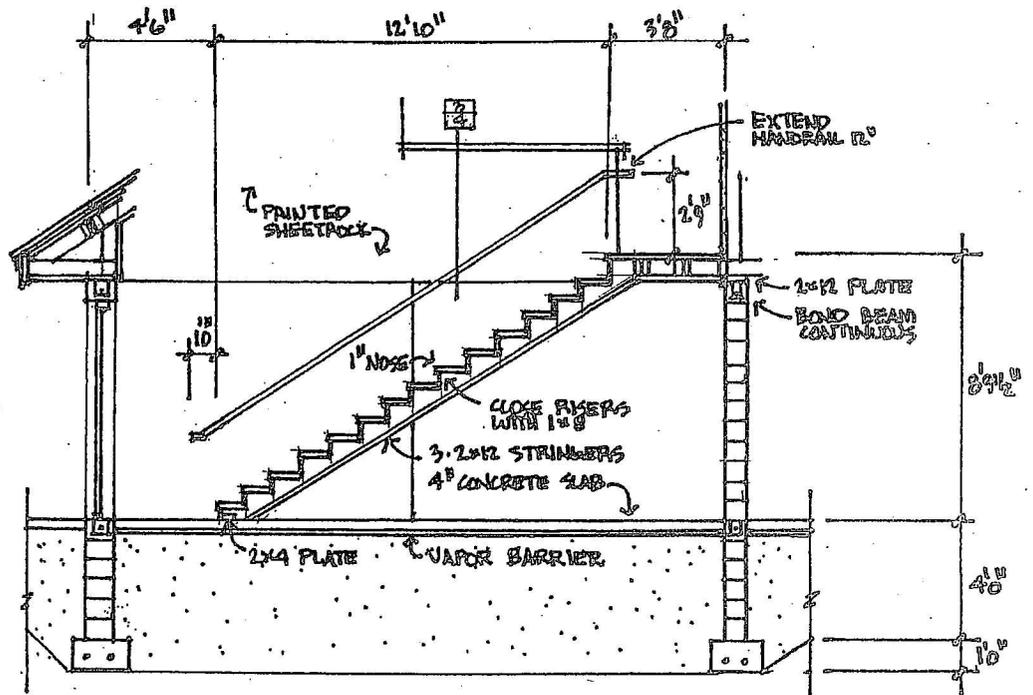




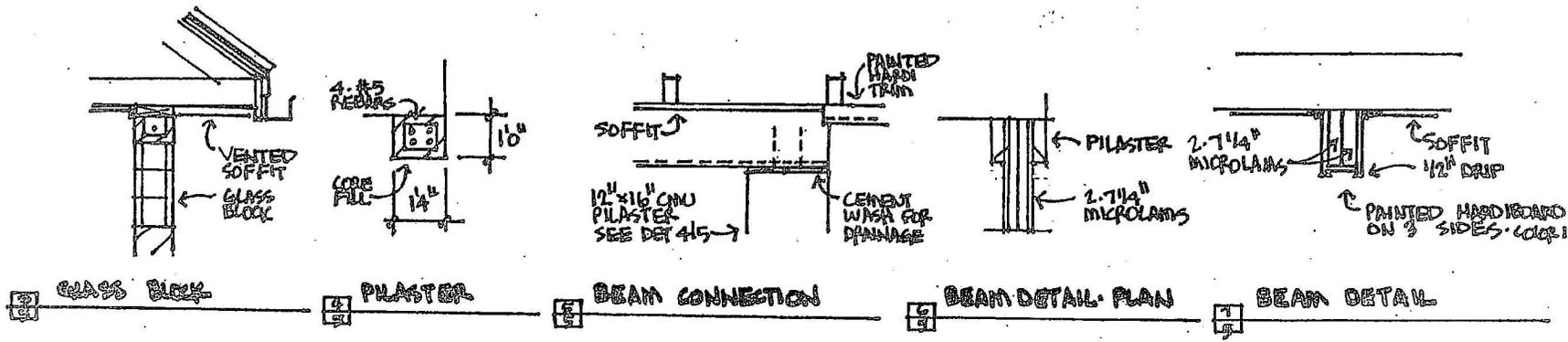
STAIR DETAIL



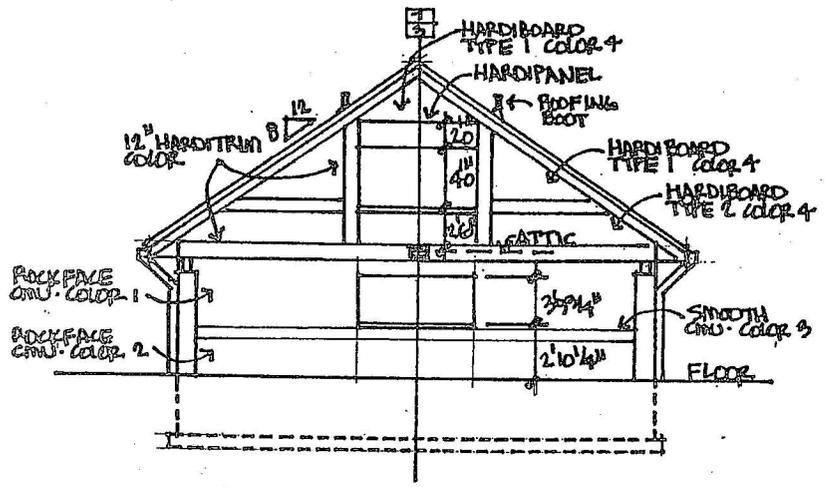
CROSS-SECTION  
1/8" SCALE



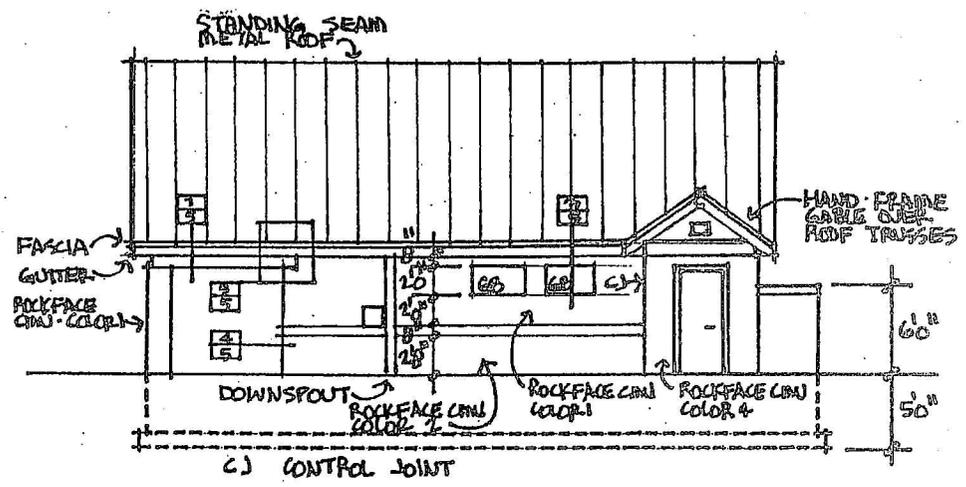
STAIR SECTION  
1/4" SCALE



1 GLASS BLOCK    2 PLASTER    3 BEAM CONNECTION    4 BEAM DETAIL PLAN    5 BEAM DETAIL



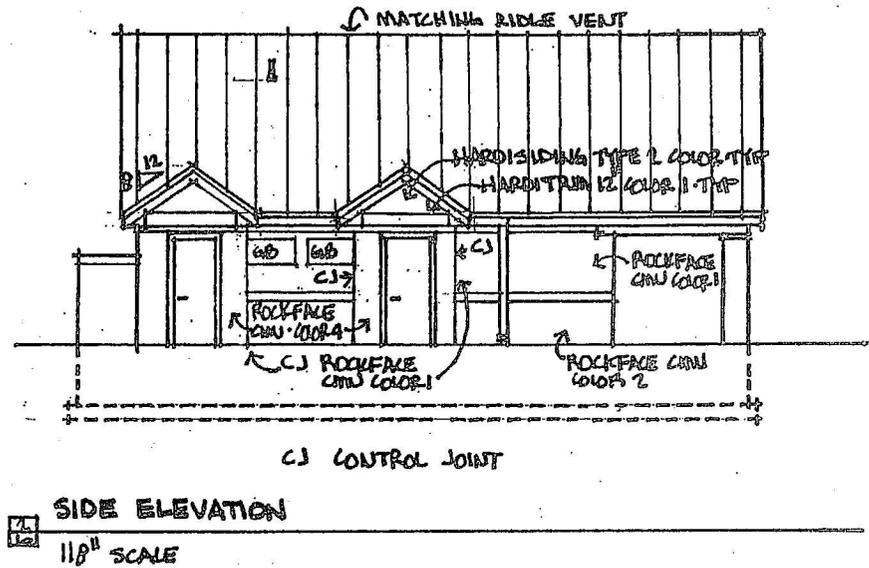
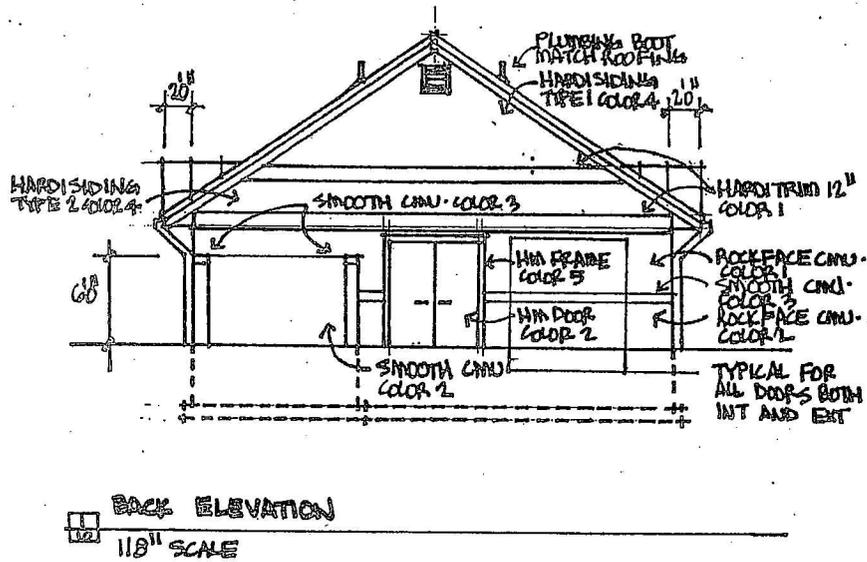
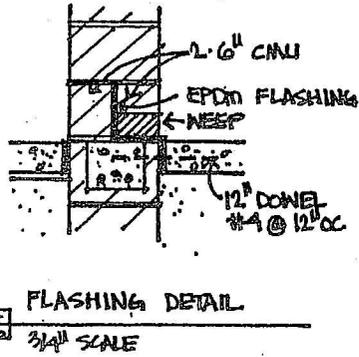
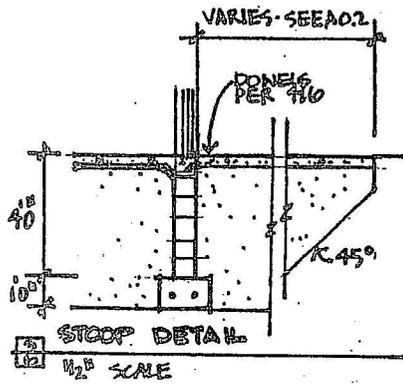
1 FRONT ELEVATION  
1/8" SCALE



2 SIDE ELEVATION  
1/8" SCALE

EXTERIOR COLORS:

- COLOR 1 WHITE
- COLOR 2 GRAY
- COLOR 3 BLUE
- COLOR 4 LIGHT GRAY
- COLOR 5 DARK GRAY



**CITY OF PLYMOUTH**

**RESOLUTION 2006-**

**APPROVING THE CONSTRUCTION OF A PARK SHELTER BUILDING  
AT GREENWOOD PARK SCHOOL AND ALSO APPROVING THE  
DONATION OF SAID BUILDING TO THE CITY OF PLYMOUTH**

WHEREAS, Wayzata Youth Baseball has requested permission to construct a park shelter building at Greenwood Park School, and

WHEREAS, the Park and Recreation Advisory Commission has reviewed and recommended approval of said request, and

WHEREAS, Wayzata Baseball wishes to donate said building to the City of Plymouth, and

WHEREAS, the Park Commission and City Council have reviewed said request,

NOW, THEREFORE, BE IT RESOLVED BY THE PLYMOUTH CITY COUNCIL OF PLYMOUTH, MINNESOTA, that Wayzata Youth Baseball is authorized to construct a building at Greenwood Park School, and that the City shall accept such building, and further, that the City will amend its capital improvements budget to include \$30,000 toward the construction of said building..

Adopted by the City Council on \_\_\_\_\_

## MEMO

## CITY OF PLYMOUTH

3400 PLYMOUTH BOULEVARD, PLYMOUTH, MN 55447

DATE: December 19, 2007

TO: Steve Juetten, Community Development Director

FROM: Joe Ryan, Building Official

SUBJECT: **Code Enforcement Programs and Activities**

In 1992, the City Council directed staff to pursue the preparation of an ordinance to establish a formalized housing maintenance code and rental dwelling licensing and inspection program for the City. Although initially discussed, a point of sale program was not considered. The costs required to administer and enforce the new programs were initially designed to be self supporting, reliant upon license fee revenue.

The purpose at that time was to help maintain existing residential dwellings and rental dwelling units within reasonable safety and building code standards by establishing minimum standards designed to protect building occupants; and to preserve the value of land and buildings by correcting and preventing adverse housing conditions.

Based on that direction, a customized housing maintenance code, rental dwelling licensing code, and associated fee schedule was developed using ordinance provisions from several neighboring cities.

On November 1, 1993, the City Council adopted the housing maintenance and rental licensing code. The next month, the City Council adopted an associated fee schedule for 1994. Following substantial public input, a revised fee schedule was adopted in February of 1995, for the calendar years of 1995 and 1996, whereby the city would fund 1/3 of the total program costs through the general tax levy.

On July 24, 2001, the City Council approved an ordinance amending the rental license code, by adding a new provision relating to conduct on licensed premises. This provision established a process whereby when certain types of behavior occurred, enforcement steps could be taken to eliminate such activity. The behaviors included gambling, prostitution, possession or sale of drugs, unlawful sale of alcoholic beverages, unlawful possession, transportation, sale or use of a weapon, noisy assemblies, and certain acts of disorderly conduct. If a series of three such incidents occur within a specified time

frame, the license to operate the property as a rental unit could be suspended, revoked, or placed on probation. The Police Department is responsible for the administration and enforcement of this provision, with some assistance from the Community Development Department.

On October 26, 2004, the City Council approved an ordinance that replaced our customized housing code by adopting the 2000 International Property Maintenance Code with amendments. Although the former housing code provisions served the City well, no major changes to its contents occurred in over 10 years, and additional amendments were needed given its age, changes to other state code references, and code deficiencies which simply were not addressed. This code became the model used by most cities throughout the State.

At this same meeting, individual rental unit fees were increased 50 cents due to inflationary costs. Additionally, a new ordinance provision titled "Tenant Register" was also added to the requirements for rental licensing based upon a request by the Police Department. This new provision requires apartment managers to maintain a current register of tenants at all times for review and inspection by a designated member of the Police Department.

On November 16, 2005, the Plymouth City Council adopted an ordinance that revised and increased the fee schedule for all rental dwellings. The reason for the increase was necessary to help recover the overall costs needed to continue providing the services rendered, as well as to remain in line with the council's goal of having license fee revenues account for approximately 2/3rds of the total program expenditure costs. There have been no additional fee increases since then.

The following tables illustrate the various rental types and totals, the associated fee schedule, and the revenue and expenditure history for the housing maintenance/rental dwelling licensing program.

#### **CURRENT FEE SCHEDULE**

<b>Rental Category</b>	<b>Fee Schedule</b>
One Family Dwelling	\$50.00
Two Family Dwelling	\$75.00
Condominium Dwelling Unit	\$50.00
Three Family Dwelling	\$100.00
Four Family Dwelling	\$125.00
Five or More Family Dwelling	\$100.00 per Complex plus \$6.00 per Rental Unit
Reinspection Fee	\$40.00 Per Inspection

## ANALYSIS OF EXPENDITURES AND REVENUES

The following two tables illustrate the total number of rental licenses/units per year and the revenue and expenditure history for the housing maintenance/rental dwelling licensing program:

### Total Number of Rental Licenses/Units by Year

Unit Type	2000	2001	2002	2003	2004	2005	2006
Single Family	130	127	136	152	153	166	183
Duplex	72	70	73	74	74	74	72
3-4 Plex	15	15	15	16	15	15	11
Condos	42	45	62	127	125	169	193
Apts.	5655	5660	5706	6809	6826	6979	7075
<b>Total Rental Units</b>	<b>5914</b>	<b>5917</b>	<b>5992</b>	<b>7178</b>	<b>7193</b>	<b>7403</b>	<b>7534</b>

### Revenue and Expenditure History Housing Maintenance/Rental Inspection Program

Year	Actual Revenues	Actual Expenditures	Surplus/Shortfall	Revenue Coverage%
1996	34,604.00	73,450.00	-38,486.00	47.11%
1997	34,220.10	77,898.79	-43,678.69	43.93%
1998	37,004.67	83,667.85	-46,663.18	44.23%
1999	36,773.72	85,980.12	-49,206.40	42.77%
2000	38,767.09	84,391.84	-45,624.75	45.94%
2001	40,507.97	88,622.16	-48,114.19	45.71%
2002	43,277.90	91,560.37	-48,282.47	47.27%
2003	49,630.31	96,217.09	-46,586.78	51.58%
2004	*54,155.00	101,584.15	-47,429.15	53.33%
2005	55,325.00	106,516.00	-51,191.00	51.94%
2006	75,331.00	108,396.00	-33,065.00	69.49%
2007 (YTD)	35,292.00	53,274.00	-17,982.00	66.25%

\* Amount includes 2003 license fees paid in 2004

Note: The actual expenditures account for the total program budget costs for both housing maintenance and rental licensing. A high percentage of the housing inspector's time is spent performing tasks other than rental licensing, such as: Enforcement of the

housing maintenance code for both owner occupied dwellings and non-residential buildings; zoning ordinance and city code enforcement of complaints; building code enforcement of hazardous and substandard buildings, and section 8 rental assistance inspections. These other activities are not supported by any fee revenue generation.

## **RENTAL DWELLING PRORAM OVERVIEW**

**New Rental Application Process:** When our office learns of a possible rental dwelling, a letter is mailed to the property owner providing ten days to verify and respond as to its status. Included with the letter is a license application form which includes a packet of information regarding the license process and related City code provisions.

We become aware of such properties through a variety of different means, such as: Registered complaints, utility billing records, homestead verification, section 8 tenants, and assessing inspections.

If the property is determined as rental, the owner is required to complete the application and remit proper payment to the City. If timely payment is not received, a subsequent letter is mailed to the owner again requesting application and payment, including referral to the City Attorney for non-compliance.

Once the application and payment is received, the application is processed, and an inspection of the property is scheduled. Once inspected and no violations exist, the rental license is issued. If violations exist, a correction notice is issued, and such repairs must be completed and re-inspected prior to license issuance. If corrections are not made in a timely fashion, a letter is mailed to the property owner indicating the possibility of referral to the City Attorney for non-compliance.

**Existing Rental Renewal Application Process:** A rental dwelling license renewal application is mailed to the property owner at least 90 days prior to the expiration date of the rental license, for completion and payment to the City within 60 days of the license expiration date.

If the application and payment is one to 14 days late, a 10%, but not less than \$10.00 penalty fee for late payment is assessed per City Code. If the application and payment is 15 to 30 days late, a 25%, but not less than \$15.00 penalty fee is assessed.

If the required application and fee payment is not received within 30 days, the matter is forwarded to the City Attorney for appropriate legal action.

Once the application and payment is received, the application is processed, and an inspection (if required) is scheduled. Once inspected and no violations exist, the rental license is issued. If violations exist, a correction notice is issued, and such repairs must be completed and re-inspected prior to license issuance. If corrections are not made in

a timely fashion, a letter is mailed to the property owner indicating the possibility of referral to the City Attorney for non-compliance.

Inspections are performed every two years, except for multi-family (5 or more dwelling units), which are inspected annually. For these buildings, a random sampling of at least 15% of the total number of dwelling units is inspected at the discretion of the Housing Inspector.

**Inspection Process:** For new rental properties, the housing inspector focuses his inspection investigation on matters involving life/safety issues, which include:

Hazardous wiring – open junction boxes, exposed wiring, over fused services, and the extensive use of extension cords for hard wiring purposes.

Non existence, non operational or improper location of smoke detectors.

Hazardous mechanical, equipment, un-vented appliances, unsecured gas piping and venting, lack of temperature relief valves on water heaters, lack of clearance to combustibles, and the improper use and maintenance of mechanical equipment.

Structural hazards – deteriorated or inadequate foundations, lack of required handrails and guardrails, and the lack of, or damage to fire walls, sagging of roofs, floors, and supports.

Inadequate exits – bedroom areas without required rescue windows, exterior doors not capable of opening from within dwellings, and exterior doors and windows having no locking mechanisms.

Hazardous or unsanitary premises – accumulation of animal feces, garbage and debris, and other types of materials that constitute a fire, health/safety hazard found both in and out of the dwelling.

After the first year licensing period, the remainder of general maintenance items governed in the housing maintenance code are examined and enforced.

**Conduct on Licensed Premises:** As covered earlier in this report, this provision was added in 2001, as a means to effectively deal with issues involving undesirable conduct at rental properties. This provision was requested by the Police Department that would be primarily responsible for its administration and enforcement. As provided for in the code, the program is designed as follows:

If an instance of a disorderly use (described earlier) occurs at a rental property, the City shall notify the licensee by certified mail of the violation and direct the licensee to take appropriate action with the assistance of the City to prevent further violations.

If another instance of disorderly use of the licensed premises at the same dwelling or unit occurs within 12 months of the first incident, the City shall notify the licensee by certified mail of the violation and shall require the licensee to submit a written report of the actions taken, and proposed to be taken, by the licensee to prevent further disorderly use of the premises. The written report shall be submitted to the City within 7 days receipt of such notice.

If a third instance of disorderly use of the licensed premises at the same dwelling or unit occurs within 12 months after the second of any two previous instances of disorderly use for which notices were sent to the licensee, the rental dwelling license for the premises may be denied, revoked, suspended, placed on probation, or not renewed.

In such instance, a written notice to the licensee would be required specifying the ordinance or law violations with which they are charged. The notice would also need to specify the date for hearing before the City Council, which shall not be less than 10 days from the date of the notice.

At such hearing, the the license holder or their attorneys may submit and present witnesses on their behalf. After a hearing, the City Council may suspend, revoke, or place the license on probation if they deem it necessary to protect the public health, safety or general welfare.

Note: Based on current City Ordinance provisions, the City Council cannot revoke or suspend a rental license based upon the number of police calls to a residence, or other forms of City Code/Zoning Ordinance violations, other than those illegal activities described earlier.

**Police Department Assistance and Enforcement:** The conduct on licensed premises provision of the ordinance has been aggressively enforced by the Police Department since 2003, when Officer Angela Haseman was assigned to the Crime Free Multi-Housing position. In addition to the steps outlined in the ordinance, Officer Haseman also notifies each tenant in writing of the violation committed to reinforce the consequences that will occur if additional violations at their rental property are encountered.

Typically, the first respond to a complaint (depending upon severity) results in a "grace" notice/warning to the renter. The warning provides an opportunity for renters to realize their actions are serious and can lead to additional consequences. When additional calls for service are made, notices are posted in roll call advising patrol officers to be aware of the rental property, and to cite future violations as appropriate. There has been only one case when a rental unit had three violations occur. In that instance, the management company was able to evict the tenant soon after, thus eliminating the need for City Council consideration.

Whenever the source of a violation results from a neighbor dispute case, Officer Haseman attempts to refer disputants to Community Mediation.

Even though the enforcement process has been effective in reducing repeat calls, Officer Haseman recommends two changes to our existing ordinance that may further enhance our enforcement efforts. They are:

- 1) Expand the types of unlawful violations by adding other types of offenses such as: The keeping or harboring of a dangerous or potentially dangerous animal; the consumption of alcohol by minors; indecent exposure; assault (with the exception of domestics); criminal damage to property; contributing to the need for protection or services or delinquency of a minor, and public nuisance violations.

Note: The majority of cities surveyed have ordinance provisions that include these other forms of unlawful violations.

- 2) Require all rental property owners/managers to attend mandatory CFMH (Crime Free Multi Housing) training offered by our Police Department. This program is offered by others as well. This training would include topics related to screening, Section 8, leases and convictions, and working with the police. Having license holders educated in rental issues can lead to better property management and maintenance, and help managers and owners deal more effectively with problem tenants. Proof of training could be a requirement at time of license issuance, or be required after one or more violations to a specific rental property have occurred.

Note: Minneapolis is the only city that requires a licensee to attend and complete a mandatory workshop after a second violation of a specific unit has occurred.

With the above-listed changes, the Police Department would be able to broaden its capabilities under the Crime Free Multi-Housing program and be more proactive with rental property owners/managers. While these suggested additions will enhance the City's ability to maintain sound quality of life and safety issues within our rental community, there are very few provisions available for repeat public nuisance problems that occur at owner occupied dwellings. Therefore, the Police Department is also suggesting a new program of the Council's consideration: Excessive Nuisance Service Call Program.

## **EXCESSIVE NUISANCE SERVICE CALL PROGRAM OVERVIEW**

The Police Department has learned of an Excessive Nuisance Service Call Program that is applicable to both rental and owner occupied dwellings that has offered other communities another tool when addressing chronic issues at a particular residence. In essence, this program allows police and public officers an enhanced ability to efficiently and effectively enforce the law. Whereby, the City can impose and collect service call fees from the owner or occupant, or both, of real property to which police and public officers are repeatedly called to respond to nuisance violations that interfere with quality of life issues and unduly divert law enforcement resources from general crime prevention and detection activities. The excessive nuisance service fee is intended as a cost recovery mechanism for excessive law enforcement services, over and above the cost of normal law enforcement services attributable to unabated nuisance conduct maintained or permitted to exist on private property.

After a set number of repeat calls or circumstances have been experienced and recorded, a notice is delivered to the property and its owner. The notice will identify the type and specific location of the nuisance, and will summarize the evidence of the nuisance occurring on the property. The notice will serve as a warning and will advise that future nuisance calls may subject the property owner and occupant to a service call fee in the amount of \$250.00 or more, up to \$2,000.00, based on the actual cost of the law enforcement response.

This proposed program, under City ordinance, would serve as an additional tool when dealing with certain chronic public nuisance complaints. Currently, there is no mechanism in place such as this for the City. While we have certain options under the Crime Free Multi-Housing Program, there is no cost recovery and there are no provisions of any sort, outside of criminal charges, for owner occupied dwellings. The Police Department has existing examples of where this program might be helpful in abating certain nuisance complaints where the offenses are impacting the quality of life for nearby residents.

Note: the city of Bloomington has adopted this ordinance to manage this concern and a copy of it is attached for review.

## **HOUSING MAINTENANCE PROGRAM**

The housing maintenance program serves as an important means in achieving the goals previously established by the City Council as it relates to maintaining and enhancing the quality of life, safety and overall property values of the City.

In order to accomplish those directives, it was necessary to adopt a housing code which contained minimum standards and requirements for the maintenance and preservation of buildings and properties alike.

The City Council initially adopted a customized housing maintenance code that staff developed for the City in 1993. The contents and provisions of the code sections were similar to those adopted by several neighboring communities at that time. The standards applied to all residential properties, including all rental housing and owner occupied dwellings.

The inspection of owner occupied dwellings was never intended to be part of an on-going systematic enforcement program, but rather serves as an enforcement mechanism to respond and react to registered complaints filed with the City.

In 2004, the City Council approved an ordinance that replaced the customized housing maintenance code by adopting the 2000 International Property Maintenance Code with amendments. This code has become the model used by most cities throughout the state. One significant change in this code allowed for the inspection and enforcement of all non-residential buildings and properties as well.

There are other forms of code enforcement related activities which are not governed exclusively under the provisions of the housing maintenance code, yet are considered separate functions or responsibilities associated with the housing inspector's position. They include: City code violations, zoning ordinance violations, building code enforcement of hazardous and substandard buildings, and section 8 inspection assistance.

## **INSPECTION AND ENFORCEMENT PROCESS**

**Rental properties:** The inspection and enforcement process for all rental dwelling units is as detailed in the rental dwelling program covered previously in this report.

**Owner Occupied Dwellings:** When an initial complaint is registered with our office, information is recorded in a confidential file, and forwarded to the housing inspector for inspection follow-up. Once inspected, and no violations observed, the record is closed, and the complainant is notified of such findings.

If violations are observed, the property owner is informed of such violation(s) either verbally, or in writing, depending upon the severity of the violation(s), and provided with a reasonable time period to gain compliance.

A re-inspection of the property is conducted after the time frame indicated to determine the violation status. If no subsequent efforts are made, the property owner is informed in writing of the need to secure compliance within a shortened time frame, and advised of the possible referral to the City Attorney for non-compliance.

If violation(s) are not corrected, the matter is referred to the City Attorney for appropriate legal action.

For all other enforcement related matters, the inspection and enforcement procedures are similar to that described above.

## **POINT OF SALE PROGRAM**

The idea of a point of sale program for Plymouth was discussed by the council in 1992.

There are several communities which have adopted ordinances relating to a point of sale inspection program. They include: Bloomington, Brooklyn Park, Crystal, Hopkins, New Hope, Richfield, St Louis Park, Minneapolis, and St. Paul.

Point of sale inspections are designed to help protect the community's housing stock by ensuring owner occupied properties are maintained in a safe, clean, and sanitary condition. Inspections are conducted using the provisions set forth in the International Property Maintenance Code, and must be made prior to the transfer of property ownership. A high percentage of the housing stock in most of these communities is over 50 years old, with the exception of Brooklyn Park. Brooklyn Park recently adopted their ordinance which took effect in September of this year, and factors other than age may have necessitated their need for such a program.

Point of sale programs are not very popular, in that there is an initial expense for conducting the inspection, combined with additional expenses needed to repair or correct violations found. They may also cause delays in the sale process as well. Inspection fees range from approximately \$85.00 to \$200 for a single family residence. Most of the communities use City staff to perform the inspections, while Bloomington and Hopkins primarily rely on independent licensed evaluators to conduct the required inspections. Repair costs can vary anywhere from \$50 to 10,000 depending on the nature of the violation. Minor replacement or repair items such as hardware, smoke detectors, and painting can be minimal in cost, whereas electrical wiring, plumbing and appliance replacement costs are generally much higher.

The larger communities listed perform approximately 850-1700 initial inspections annually. Of those, approximately 90% result in the need for additional re-inspections due to required repairs. The Initial inspection takes between 1 to 2 hours to perform, while the majority of most reinspections can be done within 30 minutes to an hour. Approximately 30% of all properties requiring repairs result in the need to obtain additional permits and related inspections mandated by state law.

On average, the larger communities utilize the equivalent of at least 2 FT employees dedicated for the overall administration and enforcement of this program, in addition to 1 FT clerical position. In addition, there are other costs associated for program education, and implementation. It typically takes cities approximately one year of planning and preparation prior program commencement. Communities also report

challenges associated with the program including: The handling of foreclosures, sale by owners, and "as is sales".

**Budget Analysis:** Based on our Assessing records, an average of 2,164 changes in ownership sales have occurred annually over the past 6 years. This includes all residential properties which include: Single family detached homes, duplexes, townhomes, condominiums and seasonal cabins.

The attached analysis contains information relative to the anticipated costs and expenditures needed to initiate such a program. Based on an average of 2164 annual units sold, we anticipate the need for 3 full-time inspectors and 1 full-time clerical person. Inspection fees would need to be approximately \$200.00 to cover overall program costs.

**Application and Inspection Process:** Typically the owner or the owner's agent must complete an application form and pay the required fee. Once paid, they then arrange for an inspection of the property. If no corrections are found, a certificate of compliance is issued. If violations are found, they must be corrected within 6 months to a year, and prior to closing or transfership of the property.

The issuance of the certificate does not serve as a guarantee or warranty about the building condition, safety or suitability, and does not serve as a substitute to a "private inspection".

Most application forms include disclaimer provisions relating to the actual inspection process whereby inspectors are not required to ignite heating systems, use ladders to inspect roofs, evaluate inaccessible areas, or to disassemble items. The inspection does not address such items as: Formaldehyde, lead paint certification of abatement, airborne gas (radon), asbestos, insect and animal pests. The inspection is only to ensure the building complies with the Housing Maintenance Code.

A certificate of compliance is generally not required for new home construction.

In some cities, a temporary certificate of compliance may be issued if no safety or hazardous conditions exist, and an agreement is executed by the seller and buyer that all corrections will be made and an escrow fund is filed with the lender or the city (when no lender is involved) equal to the retail value of work needing correction. Other cities (Brooklyn Park and Crystal) require that a buyer's agreement be filed; whereby, such buyers recognize and agree to purchase in a present condition and bear the responsibility for any corrective action required within the specified time frame.

## **SUMMARY**

At some point in the age of housing stock within a community, a point of sale inspection program is recommended in order to prevent adverse conditions and maintain the value of existing properties.

If the City Council wants to consider this type of program, we are prepared to provide any additional research and analysis deemed necessary.

Attachments: Point of Sale Budget Analysis  
Various city ordinance provisions

Point of Sale Budget Analysis (Three Inspectors)

Dec-07

Expenditures

		2008 Wages	Low	High
Housing Inspector	1 FTE	\$21.54 to \$29.31	\$ 44,803.20	\$ 60,904.80
Housing Inspector	1 FTE	\$21.54 to \$29.31	\$ 44,803.20	\$ 60,904.80
Housing Inspector	1 FTE	\$21.54 to \$29.31	\$ 44,803.20	\$ 60,904.80
Office Support	1 FTE	\$16.84 to \$22.92	\$ 35,027.20	\$ 47,673.60
			\$ 169,436.80	\$ 230,388.00

<b>Benefits</b>		\$ 43,000.00	\$ 55,000.00
<b>Materials and Supplies</b>		\$ 1,720.00	\$ 1,720.00
<b>Contractual Services</b>		\$ 15,000.00	\$ 15,000.00
* Postage, printing/publishing			
* Training, Subscriptions			
* Rental of Equipment (City)			
<b>Allocations</b>		\$ 50,000.00	\$ 50,000.00
* Facilities, Cell Phones, Computers, Vehicle			
* IT Overhead			
		\$ 109,720.00	\$ 121,720.00

Total Expenditures

	\$ 279,156.80	\$ 352,108.00
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Necessary Revenue

Represents Residential Change of Ownership Sales

(Includes all single family, duplexes, townhouses, condos and seasonal cabins)

Year	Units Sold
2001	2200
2002	1800
2003	2033
2004	2391
2005	2247
2006	2312
Average	2164

		Expenditures/Unit Sales	
Average (2,164)	\$	129.01	\$ 162.72
Low (1,800)	\$	155.09	\$ 195.62

Inspector Hours Worked Per Year

Time per Inspection (hours/house)*	3
Average (2,164 units)	6,492
Low (1,800 units)	5,400

\* Includes permit processing, initial inspection and all reinspections.

	Total Hours	Total Hours Work 5 wks off/training	Total Hours Work 4 wks off/training	Total Hours Work 3 wks off/training
<b>One Full Time Person</b>	2080	1880	1920	1960
<b>Total Inspector Needs</b>				
Average (2,164 units)		3.45	3.38	3.31
Low (1,800 units)		2.87	2.81	2.76

# CITY OF CRYSTAL

Subd. 5. Utilities. Except as otherwise provided by law, an owner or occupant may not cause service equipment or utility service that is required by this code to be removed, shut off or discontinued for any occupied dwelling let or occupied by that person, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies.

Subd. 6. Notice of maximum occupancy. An owner must advise the occupant, in writing, by insertion in the lease between the parties or otherwise, of the maximum number of occupants permitted in occupied premises subject to this code.

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425.13. Sale of property: certificate of compliance. Subdivision 1. Application. The owner of a structure containing one or two dwelling units must, prior to the execution of a document providing for the conveyance of the structure, furnish to the prospective buyer thereof, and obtain from the buyer a signed receipt therefore, a copy of a certificate of compliance issued by the housing official within one year preceding the date of the execution of the document of conveyance.

Subd. 2. Form of certificate. The housing official must issue a housing maintenance inspection compliance report (hereinafter "inspection report") to the owner within 15 days after gaining access to the interior of all structures on the subject property for the purposes of inspection when:

- a) The owner or the owner's authorized agent has applied in writing to the housing official, giving consent to such inspection, and the owner or agent has agreed to a time during normal city working hours at which the subject property will be available for inspection, and has paid the inspection fee set forth in appendix IV; and
- b) The housing official has inspected the structure and grounds and has noted in the inspection report any conditions found during the inspection that are in violation of the city code.

Subd. 3. Responsibility. The owner is responsible for the corrections required in the inspection report.

Subd. 4. Certificate of compliance. The seller of a single- or two-family dwelling may receive a certificate of compliance upon satisfactory completion of the corrective actions required in the inspection report.

Subd. 5. Alternative procedure; buyer's agreement. As an alternative to Subd. 3., the owner of a single- or two-family dwelling may receive a certificate of compliance if the following steps are completed:

- a) Owner provides a prospective buyer with a "Buyer's Agreement to Comply with Housing Maintenance Code" (hereinafter "buyer's agreement") on a form provided by the city setting forth those conditions in the building which, if not corrected, will constitute a major structural defect or an immediate danger to the health and safety of the occupant or, which if not corrected, will constitute a violation of this code. In such a case, the buyer's agreement acknowledges that the buyer is presumed to have purchased with notice of such condition and is responsible for the corrective action required by a compliance order.
- b) Buyer executes the buyer's agreement and files it with the city.

Subd. 6. Occupancy. A prospective buyer may not occupy a dwelling unit that is the subject of a compliance order until the filing has been made. If the owner or buyer files a buyer's agreement with the city setting forth the date by which the corrective action directed by the compliance order will be completed, occupancy is permitted pending completion of the corrective action specified in the compliance order unless the dwelling unit has been declared unfit for human habitation pursuant to subsection 425.25.

Subd. 7. Effect of certificate or statement. Nothing in the certificate of compliance or the buyer's agreement described in subdivision 5 is to be construed as a representation by the city or the housing official that the dwelling meets minimum housing and building standards of the city.

Subd. 8. Prohibition. It is unlawful for an owner to convey a dwelling without first having received a certificate of compliance from the city as required by this section. This section does not apply to conveyances to a public body, conveyances by a public or court officer in the performance of the officer's duties, or conveyances by a person acting under the direction of court order, except for conveyances ordered by a probate court.

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425.15. Administration, enforcement; inspection. Subdivision 1. Administration and enforcement. The city manager is responsible for the administration and enforcement of this code and the supervision of the housing official.

Subd. 2. Compliance. When the housing official determines that there exists in a building or a portion thereof conditions that constitute a violation of this code, the housing official may begin enforcement procedures set forth in Section 306 of the Crystal City Code.

425.17. Licensing of rental units. Subdivision 1. General rule. It is unlawful to operate a rental dwelling without first having obtained a license. The license is issued each year and expires on the anniversary date of issuance.

*Section 702.3. Locked doors.* Amended by adding exception to read:

*Exception.* Double-keyed deadbolts are permitted in existing single-family residential dwellings, residential duplexes and individually owned townhomes.

*Section 702.5. Sleeping room egress.* Amended by adding new section to read: Every room or space intended or used for sleeping shall have at least one openable window or door opening directly to the exterior. The opening must be of a size and location which permits egress from the room or space.

*Section 704.1. General.* Amended to read: All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be installed and maintained in an operable condition at all times in accordance with the City Fire Code.

*Sections 704.2. through 704.4. Deleted.*

*Chapter 8. Referenced standards.* Amended to read: All references to other codes or standards within this code shall mean the applicable provisions of St. Louis Park Code of Ordinances or Minnesota State Building Code, whichever is the most restrictive requirement permitted under statute.

(Ord. No. 2258-03; § 2, 12-1-03)

**Secs. 6-144–6-175. Reserved.**

## ARTICLE VI. CERTIFICATE OF PROPERTY MAINTENANCE

### **Sec. 6-176. Certificate of property maintenance required; exception.**

(a) No person shall sell, purchase, give or transact a change in title or property ownership of a property with one or more buildings or structures without first obtaining a certificate of property maintenance from the city.

(b) A certificate of property maintenance is not required when a certificate of occupancy is required for new construction or a change in occupancy classification.

### **Sec. 6-177. Application.**

(a) *Required.* The owner or owner's representative is required to make application for a certificate of property maintenance before any property is offered for sale, gifted, transferred, contract for deed or other transaction changing the party responsible for the property.

(b) *Fee.* At the time of application, the applicant for a certificate of property maintenance must pay the application fee appropriate for the type of building the request is for. Such fee shall be set from time to time by the city and a schedule of such fees listed in appendix A to this Code.

**Sec. 6-178. Inspection.**

(a) *Application.* The applicant for a certificate of property maintenance is responsible for requesting an inspection of the property after making application and payment of fees. An inspection shall be made by the city to determine whether the property use is legal in accordance with city zoning requirements and the property complies with all applicable building, fire, health and property maintenance codes. The entire property and all buildings on the property shall be made available for inspection.

(b) *Special inspection.* The applicant is responsible to have a licensed mechanical contractor inspect and test all central heating appliances which are over 20 years of age when the input of such appliances is not more than 400,000 Btu per hour. The tests shall verify safe operation, including, but not limited to, integrity of the heat exchanger, operating controls and venting. The mechanical contractor conducting such inspection and tests shall submit a written verification of the inspection results to the city and the applicant within three days after completing the inspection.

**Sec. 6-179. Compliance; expiration.**

(a) When the property use is legal in accordance with city zoning requirements and the property complies with all applicable building, fire, health and property maintenance codes, a certificate of property maintenance will be issued by the city.

(b) A certificate of property maintenance is valid to be used for the transfer of property for a period of one year from the date of issue. The certificate of property maintenance may only be used for property transfer by the owner named on the certificate of property maintenance or the owner's legal representative.

**Sec. 6-180. Temporary certificate of property maintenance.**

A temporary certificate of property maintenance may be issued by the city permitting the transfer of property, providing:

- (1) No safety or hazardous conditions exist on such property.
- (2) An agreement by the buyer, seller or other responsible person has been executed with the city, whereby the buyer, seller or other responsible person agrees to complete corrections to the property.
- (3) A security to ensure completion of any corrections to the property must be posted with the lender in the form of an escrow or with the city when a lending institution is not involved with the transaction. The security shall be in an amount at least equal to the retail value of the work necessary for compliance with this article. The escrow must be fully maintained until a certificate of property maintenance is issued.

## APPENDIX A – 2007 FEE SCHEDULE

<b>6-32 Electrical permit</b>	
Installation, replacement, repair	\$40 + 1.75% of job valuation
Single family: one appliance	\$40
Installation of traffic signals per location	\$150
<b>6-32 Mechanical Permit</b>	
Installation, replacement, repair	\$40 + 1.75% of job valuation
Single Family Exceptions:	
Replace furnace, boiler or furnace/AC	\$55
Install single fuel burning appliance with piping	\$55
Install, replace or repair single mechanical appliance	\$40
<b>6-32 Plumbing Permit</b>	
Installation, replacement, repair	\$40 + 1.75% of job valuation
Single Family Exceptions:	
Repair/replace single plumbing fixture	\$40
Water treatment (softener or drinking system)	\$15
<b>6-32 Sewer and Water Permit (all underground private utilities)</b>	
Installation, replacement, repair	\$40 + 1.75% of job valuation
Single Family Exceptions:	
Repair/replace sewer or water service	\$40
<b>6-32 Tent Permit</b>	
Tent over 200 sq. ft.	\$75
Canopy over 400 sq. ft.	\$75
<b>6-35 After Hours Inspections</b>	\$50 per hour (minimum 2 hrs)
<b>6-69 Certificate of Occupancy</b>	
For each condominium unit completed after building occupancy	\$100
Change of Use (does not apply to 1 & 2 family dwellings)	
Up to 5,000 sq ft	\$250
5,001 – 25,000 sq ft	\$400
25,001 to 75,000 sq ft	\$600
75,001 to 100,000 sq ft	\$800
100,000 to 200,000 sq. ft	\$1,000
above 200,000 sq. ft	\$1,200
<b>6-69 Temporary Certificate of Occupancy</b>	\$50
<b>6-103 Building Moving</b>	\$500
<hr/>	
<b>6-177 Certificate of Property Maintenance</b>	
Change in Ownership	
Single Family Dwellings	\$195
Duplex (2 family dwellings)	\$275
Condominium Unit	\$115
All other buildings:	
Up to 5,000 sq ft	\$250
5,001 – 25,000 sq ft	\$400
25,001 to 75,000 sq ft	\$600
75,001 to 100,000 sq ft	\$800
100,001 to 200,000 sq ft	\$1,000
above 200,001 sq ft	\$1,200

ORDINANCE #2007-1072

AN ORDINANCE AMENDING POINT OF SALE INSPECTION ORDINANCE CHAPTER 106.03, PARAGRAPH (J) SUNSET PROVISION, BY CHANGING THE EFFECTIVE DATE

The City of Brooklyn Park does ordain:

**Section 1. Chapter 106.03, Paragraph (J) of the City Code is amended to read as follows:**

**§ 106.03 POINT OF SALE HOUSING INSPECTION PROGRAM.**

(A) Purpose.

The City is faced with an ongoing problem with ensuring that residential property in the City is maintained in a safe, clean, and healthy condition. In order to protect and promote the public health, safety, and general welfare of the City and its residents, the City Council has determined that establishing a Point of Sale Housing Inspection Program is necessary. The City Council finds that such a program is needed so that residential property is adequately inspected before ownership of such property is transferred. The City Council establishes a Point of Sale Housing Inspection Program as set forth in this Section.

(B) Certificate of Inspection.

No person shall sell, purchase, give, convey by deed or otherwise, or in any other manner transfer title to any single-family home, duplex, townhome, condominium or any other residential dwelling in the City without first applying for and obtaining a Certificate of Inspection from the City. A Certificate of Inspection is not required if: (a) a Certificate of Occupancy has been issued by the Building Official within 5 years before title to the property is transferred; (b) the property is a newly constructed model home; (c) the property is newly constructed and has not been previously occupied; or (d) the property is inherited and not occupied by the person receiving the inheritance.

(C) Application.

The owner any residential dwelling or the owner's representative should apply to the City for a Certificate of Inspection before the property is offered for sale or purchase, whether for consideration or otherwise. The applicant must pay the application fee at the time of the application. Such fee shall be set from time to time by City Council and set forth in the Fee Resolution listed in the Appendix to the City Code.

(D) Inspection.

The applicant for a Certificate of Inspection is responsible for requesting an inspection of the property after making application and payment of the fees. An inspection shall be made by the City to determine whether the property complies with applicable City Code

requirements and complies with all applicable building, fire, health, and property maintenance codes. The entire property shall be made available for inspection.

(E) Compliance.

If the property is found in compliance with City Code requirements and complies with all applicable building, fire, health and property maintenance codes, a Certificate of Inspection will be issued by the City. A Certificate of Inspection is valid to be used only by the owner listed on the certificate for a period of eighteen months from date of issuance. Failure to transfer ownership does not relieve the owner from making the identified repairs to the property.

(F) Temporary Certificate of Inspection.

A temporary Certificate of Inspection may be issued by the City permitting the transfer of ownership in situations where some of the corrections listed in the Certificate have not been made providing:

1. The City inspector determines that no immediate safety or hazardous conditions exist on the property; and
2. An agreement by the buyer and seller has been executed and filed with the City, whereby the buyer agrees to complete the corrections to the property within 180 days after transfer of ownership to the buyer. Failure of the buyer to complete the corrections during that time period is a violation of this Section. All hazardous or unsafe structures or equipment as defined by the International Property Maintenance Code (IPMC) shall be corrected prior to the transfer of property.

(G) Appeal.

Appeals regarding compliance with this Section shall be in accordance with the currently adopted International Property Maintenance Code (IPMC) section 111.

(H) Penalties.

Penalties for violations of this Section shall be in accordance with Section 106.02 (G) of the City Code.

(I) No Warranty by City.

By enforcement of this Section, neither the City, nor its council, agents, or employees, warrant or guarantee any aspect of any structure, dwelling or property. Buyers and sellers should take whatever steps they deem appropriate to protect their interests prior to transfer of ownership.

(J) Sunset Provision

This ordinance applies to all transfers of any property occurring that is listed or otherwise offered for sale between September 15, 2007 and September 15, 2012.

ATTEST:

STEVE LAMPI, MAYOR

DEVIN MONTERO, CITY CLERK

Approved as to Form by City Attorney  
Passed on First Reading 6-25-07  
Passed on Second Reading 7-16-07  
Summary Published in Official Newspaper 7-26-07

#2007-1072



## Streets & Utilities

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### I/I Point of Sale

The Metropolitan Council Environmental Services (MCES), which provides regional wastewater collection and treatment for the metropolitan area, requires the City of Golden Valley to reduce peak flows to the regional wastewater collection system.

Effective January 1, 2007, the City of Golden Valley City requires all properties to have a sanitary sewer inspection before they are advertised for sale (see City Code Chapter 3, Section 3.31). Property owners must obtain a Certificate of I/I Compliance from the City before selling or transferring title of property. Properties that don't pass inspection will be issued a correction notice.

The Point of Sale ordinance is intended to help reduce peak sanitary sewer flows caused by inflow and infiltration (I/I), or flow of clear water into the sanitary sewer system. It allows the City to inspect private properties to ensure there are no illegal connections to the sanitary sewer system that contribute to excess peak flow discharges.

#### Inspection Process

Before any property is offered for sale or transferred, the City must complete a Point of Sale I/I Inspection (apply for a permit online; see "Fees" section below). Any improper connections or significant defects in the sanitary sewer service pipe must be corrected before the City will issue a Certificate of I/I Compliance. Once a property has a Certificate of I/I Compliance, subsequent sales or title transfers will require an inspection of the sump pump discharge only.

Failure to obtain a Certificate of I/I Compliance is a misdemeanor and may result in additional monthly charges on the customer's utility bill (\$500 residential, \$1,000 non-residential) and possible loss of water service.

#### Fees

The fee for the initial inspection, which includes a televised observation of the sanitary sewer service, is \$200 for residential properties and \$750 for non-residential properties. Fees for subsequent inspections of a sump pump discharge are \$75. All fees are due at the time of application.

For more information about the Point of Sale I/I Inspection, contact Public Works at 763-593-8030.

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If you do not have an ePermits contractor account, please register [here](#).

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### Inflow and Infiltration (I/I) Inspection Appointments

1. Sanitary sewer services require routine maintenance. Property owners are encouraged to have their sewer service cleaned prior to the inspection.
2. An application can be submitted, and fee paid by check, via USPS mail, or in person at the Public Works Department in City Hall. Applications may also be submitted on-line at [www.ci.golden-valley.mn.us](http://www.ci.golden-valley.mn.us), and the fee paid by credit card.
3. Call 763.593.8030 between 8 am and 4 pm to schedule an inspection. Provide at least 24-hour advance notice and provide permit number (if application submitted on-line) at time of scheduling.
4. The appointment will take approximately one and one-half hours (1-1/2) for residential properties, and a minimum of three (3) hours for commercial or multi-unit properties.
5. A responsible adult must be present at all times during the inspection.
6. Before the inspection, the property owner must do the following:
  - a. Locate the four-inch vertical wastewater pipe. This pipe runs down through the basement from a bathroom, kitchen or laundry room above. There will be an access point on this pipe. The access point is referred to as a cleanout. Cleanouts are usually located on the pipe between approximately six inches and two feet from the basement floor.
  - b. Make sure the sewer cleanout cover is accessible and can be removed. The property owner must ensure that the cleanout cover located near the floor in the four-inch vertical wastewater pipe is in working (operating) condition before the inspection can be performed. To ensure that the cleanout cover is in working condition, the cover should be loosened and removed, then reinstalled so that a watertight seal is achieved. **If the property owner is unable to provide a working cleanout cover, the property owner needs to hire a plumber to complete this work prior to the inspection.**
  - c. Make sure the area around the cleanout is clear - 5-foot radius at a minimum.
  - d. If there is a cleanout cover located on the floor in the basement, this cover should be in working (operating) condition. The inspector may need to gain access to any cleanout covers located in the basement floor, but the inspection cannot be performed through this type of cleanout. Even if the property owner has a cleanout cover located in the floor that is easily accessible and used for sewer cleaning, the inspector must use the cleanout in the vertical four-inch waste pipe.
  - e. If you have a sump pump, make sure your sump pump is accessible for inspection.
  - f. Make sure the sump pump discharge piping is visible.
7. If the property is not compliant after two inspections, an additional application fee (\$200 for residential properties; \$500 for commercial properties) will be charged.
8. Allow up to five working days for review of the inspection video and issuance of a compliance certificate.

[Privacy Statement](#)

### **SECTION 3.31. CERTIFICATE OF SEWER REGULATIONS COMPLIANCE.**

**Subdivision 1. Required.** No person shall sell, advertise for sale, give or transact a change in title or property ownership of real property with one or more buildings or structures, without first obtaining a certificate of sewer regulations compliance from the City.

#### **Subdivision 2. Application and Fees.**

A. Unless the property owner already has a certificate of sewer regulations compliance for a property, the owner or owner's representative is required to make application for such a certificate before such property is offered for sale, gifted or transferred, and before the owner or owner's representative enters into any contract for deed or other transaction changing the party responsible for the property. Even if the property owner already has a certificate of sewer regulations compliance, if it is more than one-year-old, a sump pump inspection is required for all properties containing sump pumps.

B. At the time of application, the applicant for either a certificate of sewer regulations compliance or a sump pump inspection shall pay the appropriate application fee. Such fees shall be set from time to time by the City.

**Subdivision 3. Inspection.** The applicant for a certificate of sewer regulations compliance or sump pump inspection is responsible for requesting an inspection of the property after making application and payment of fees. An inspection shall be made by the City to determine whether the property use is in accordance with city sanitary sewer service regulations, as provided in Section 3.30 of this Chapter. The entire property and all buildings on the property shall be made available for inspection.

#### **Subdivision 4. Compliance and Expiration.**

A. Upon inspection, when the property use is in accordance with city sanitary sewer services regulations, a certificate of sewer regulations compliance will be issued by the City.

B. A Certificate of sewer regulations compliance is valid to be used for the transfer of property. The certificate of sewer regulations compliance may only be used for property transfer by the owner named on the certificate or the owner's legal representative.

C. The certificate of sewer regulations compliance must be conspicuously displayed on the premises at all times when the property is being shown for sale and the owner is responsible for informing any potential buyers, gift recipients or other persons to whom he intends to transfer title as to his receipt of the certificate of sewer regulations compliance.

D. If, within one year of the issue of a certificate of sewer regulations compliance, the owner named on the certificate of sewer regulations compliance does not agree to an inspection, as required by Section 3.30, subd. 3(b) of this Chapter, the certificate is immediately void. Such inspections trigger the administrative sanctions found in Section 3.30, subd. 3 of this Chapter.

**Subdivision 5. Temporary Certificate of Sewer Service Regulations Compliance.** Upon inspection, a temporary certificate of sewer regulations compliance may be issued by the City permitting the transfer of property, providing;

A. An agreement by the buyer, seller or other responsible person has been executed with the City, whereby the buyer, seller or other responsible person agrees to complete corrections to the property necessary to bring it within compliance of the City sanitary sewer service regulations, Section 3.30 of this Chapter within thirty (30) days of the transfer of property.

B. A security to ensure completion of any corrections to the property must be posted with the lender in the form of an escrow, or with the City when a lending institution is not involved with the transaction. The security shall be in an amount at least equal to twice the retail value of the work necessary for compliance with this article. The escrow must be fully maintained until a certificate of sewer regulations compliance is issued. In no case will a temporary certificate of sewer regulations compliance be issued for more than one hundred eighty (180) days following the first inspection of the property.

**Subdivision 6. Sanctions.** At all times during the certification process, the owner is responsible for any sanctions or surcharges under Section 3.30, subd. 4 of this Chapter.

**Subdivision 7. Repeated Inspection.** Upon inspection, when the property use is not legal in accordance with city sanitary sewer service regulations, the owner shall be entitled to a second inspection to be scheduled within thirty (30) days of the original inspection. If, at this inspection, the City inspector determines that all violations of city sanitary sewer regulations have been corrected, the City shall immediately issue a certificate of sewer regulations compliance.

**(Sections 3.32 through 3.98, inclusive, reserved for future expansion.)**

**BLOOMINGTON CITY CODE**

DISCLAIMER

|| Preface | I. Charter | II. Code | SEARCH || &lt; Back | Forward &gt; ||

**Part II. Code****Chapter 12. PUBLIC PEACE AND SAFETY****Article I. GENERAL PROVISIONS****Added by Town Ord. No. 168, 1-8-52****Recodified by Ord. No. 98-53, 11-16-98****Section 12.01. FINDINGS AND PURPOSE.**

The purpose of this Chapter of the City Code is to prohibit certain conduct that is harmful to the health, safety, and welfare of the community and to prevent and abate nuisance conduct, events, characteristics or conditions and their deleterious effects on City neighborhoods by maximizing the means and methods by which public officers can efficiently and effectively enforce the law and by imposing and collecting service call fees from the owner or occupant, or both, of real property to which public officers are repeatedly called to respond to nuisance violations as set forth in this Article of City Code. The City Council finds that excessive noise, disruption and other public nuisance activities are injurious to the public health, safety and welfare and interfere with the quiet enjoyment of life and property and that excessive nuisance service calls unduly divert law enforcement resources from general crime prevention and law enforcement. The excessive nuisance service call fee is intended as a cost recovery mechanism for excessive law enforcement services, over and above the cost of normal law enforcement services to the public, attributable to unabated nuisance conduct, conditions or characteristics occurring, maintained or permitted to exist on the private property. It is not intended to constitute punishment separate from or in addition to any criminal prosecution for the conduct underlying the nuisance or excessive nuisance service calls. Nothing herein is meant to limit constitutional rights under the federal or state constitution.

*(Code, 1958 S 160.01; Village Ord. No. 17; Recodified by Ord. No. 98-53, 11-16-98; Ord. No. 99-14, 7-6-99; Ord. No. 2006-13, 4-17-2006)*

**Section 12.01.01. DEFINITIONS.**

When used in this Chapter, the following words, terms, and phrases shall have the following meanings, unless the context clearly indicates otherwise:

- (a) **Abatement notice** - notice served upon property owner and/or interested party by the City Manager or the Manager's designee of law enforcement responses to two (2) or more nuisance service calls within a 365-day period on property in which they have an interest pursuant to Section 12.15(c) of this City Code.
- (b) **Alcoholic beverage** - any beverage containing more than one-half of one (1) percent alcohol by volume.
- (c) **Clandestine lab site** - any structure of conveyance or outdoor location occupied or affected by conditions or chemicals typically associated with the manufacture of methamphetamine or any other unlawful manufacture of a controlled substance.

- (d) **Disorderly house** - any residential property which due to the following nuisance conduct, events, characteristics or conditions is likely to disturb, injure or endanger the peace, comforts, health, welfare, safety or character of the neighborhood or community:
- (1) The unlawful sale, furnishing, use, or possession of intoxicating liquor or non-intoxicating malt liquor in violation of Minnesota law or Chapter 13 of this Code;
  - (2) The possession or use of gambling devices or the conduct of any gambling in violation of Minnesota law;
  - (3) Prostitution in violation of Minnesota law or acts relating to prostitution, or the conduct of unlicensed escort services, sexually-oriented business or massage or massage services, in violation of Minnesota law or Chapters 14 and 19 of this Code;
  - (4) The unlawful sale, use, or possession of controlled substances as defined in Minnesota Statutes, Section 152.02; or
  - (5) Three (3) or more verified incidents or unlawful gatherings, as set forth in subsection (n) of this Section within a 365-day period.
- (e) **False report to public officer** - a report to any public officer that a violation of City Code or state law has been committed, knowing that the conduct or conditions reported do not constitute a crime or that the report is false and intending that the public officer act in reliance upon the report.
- (f) **Incident** - single behavioral incident as defined by Minnesota Statutes Section 609.035, as may be amended from time to time. In the case of property conditions or characteristics constituting a nuisance, a single behavioral incident constitutes those violations, the existence of which is the result of a single illegal objective or coincident errors of judgment.
- (g) **Interested party** - any known lessee or tenant of the residential property or affected portion of the residential property; any known agent of an owner, lessee, or tenant; any known mortgage holder or holder of any secured interest in the residential property; any known person holding an unrecorded contract for deed, being a mortgagee or vendee in physical possession of the residential property, insurer of the property; or, any other person who maintains or permits a nuisance on the residential property and is known to the City.
- (h) **Nuisance incident notice** - notice served upon property owner and/or interested party by the City Manager or the Manager's designee of a law enforcement response to a nuisance service call to property in which they have an interest pursuant to Section 12.15 (a) of this City Code.
- (i) **Nuisance service call** - public officer response to a verified incident of any activity, conduct or condition occurring on private property that is likely to unreasonably interfere with the quiet enjoyment of neighboring properties or the safety, health, morals, welfare, comfort, or repose of the residents therein, including without limitation:
- (1) Unlawful gathering, as defined in subsection (o) of this Section.
  - (2) Disorderly conduct, as defined by Minnesota Statutes Section 609.72, as may be amended from time to time.
  - (3) Assault, as defined by Minnesota Statutes Sections 609.221, 609.222, 609.223, 609.2231, and 609.224, as may be amended from time to time, excluding domestic assaults.
  - (4) Public nuisance, as defined by Section 12.03 of this City Code or Minnesota Statutes Sections 609.74 - .745, as may be amended from time to time.
  - (5) Noise in violation of Section 10.30 of this City Code.

- (6) Unlawful consumption of alcoholic beverages in violation of Section 12.69 of this City Code.
  - (7) The unlawful furnishing, sale, use, or possession of intoxicating liquor or non-intoxicating malt liquor in violation of Minnesota law or Chapter 13 of this City Code.
  - (8) The possession or use of gambling devices or the conduct of any gambling in violation of Minnesota law.
  - (9) Prostitution in violation of Minnesota law or acts relating to prostitution, or the conduct of unlicensed escort services, sexually oriented business or massage or massage services, in violation of Minnesota law or Chapters 14 and 19 of this City Code.
  - (10) The unlawful sale, use, or possession of controlled substances as defined in Minnesota Statutes Section 152.02, as may be amended from time to time.
  - (11) Indecent exposure in violation of Minnesota Statutes Section 617.23, as may be amended from time to time.
  - (12) Unlawful use or possession of a firearm in violation of Minnesota law or Section 12.27 of this City Code.
  - (13) Failure to comply with dangerous dog requirements in violation of Section 14.96 of this City Code or Minnesota Statutes Chapter 347.
  - (14) Failure to comply with animal noise regulations in violation of Section 14.121 of this City Code.
  - (15) Failure to restrain a domestic animal in violation of Section 14.121.06 of this City Code.
  - (16) Cruelty to animals in violation of Section 14.116 of this City Code.
  - (17) Excess number of domestic animals in violation of Section 14.117 of this City Code.
  - (18) Illegal possession of a wild animal in violation of Section 14.126 of this City Code.
  - (19) Unlicensed dog in violation of Section 14.88 of this City Code.
  - (20) Illegal open burning, in violation of Section 6.32 of this City Code.
  - (21) Illegal refuse, in violation of Section 10.05 of this City Code.
  - (22) Illegal litter, in violation of Section 10.25 of this City Code.
  - (23) Abandoned or junk vehicles, in violation of Sections 8.46 - 8.48 of this City Code.
  - (24) Illegal exterior storage in violation of Section 19.50 of this City Code.
  - (25) Illegal parking or storage of recreational vehicles in violation of Section 19.50.03 of this City Code.
  - (26) Illegal parking or storage of vehicles in violation of Section 19.45 of this City Code.
  - (27) False report to public officer in violation of Section 12.14 of this City Code.
  - (28) Rental of a dwelling unit without a license or in violation of the conditions of licensure in violation of Sections 14.510 or 14.515 of this City Code.
  - (29) Illegal home occupation in violation of Sections 19.27 - .28 or 19.63.09(a)(2) of this City Code.
- (j) **Private property** - any real property the legal ownership of which, as officially recorded by Hennepin County, is held by one or more natural persons, a partnership, including a limited partnership, a corporation, including a foreign, domestic or non-profit corporation, a trust, or any other organization, but not including the State of Minnesota or any of its political subdivisions, the federal government or any other

governmental agency or entity. The existence of any public easement, right-of-way or other limited right of access on the property not, for the purpose of this Article of the City Code, be deemed to transform private property to public property.

- (k) **Property** - means a parcel or contiguous parcels of real property, including buildings and other structures thereon owned by the same legal entity and under common management. In the case of multi-unit residential or commercial property, the term shall apply to the entire complex.
- (l) **Public officer** - a police officer, fire marshal or inspector, animal control officer, building inspector, or environmental health inspector, each of whom, for the purposes of this Article, shall be considered law enforcement officers.
- (m) **Public place** - an area generally visible to public view, including streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not) and buildings open to the general public, including those buildings in which food or drink is served or entertainment or lodging is provided.
- (n) **Residential property** - any real property containing a structure suitable for affording shelter for human beings, including any appurtenant or connected structure, including trailers, mobile homes, multiple family dwellings, buildings containing multiple dwelling units, and any property situated within a residential zoning district as defined by this City Code.
- (o) **Unlawful gathering** - any party or gathering where there is any of the following conduct or behavior:
  - (1) The unlawful sale, furnishing, use, or possession of intoxicating liquor or 3.2 percent malt liquor in violation of Minnesota law and Chapter 13 of this Code;
  - (2) The unlawful sale, use, or possession of controlled substances as defined in Minnesota Statutes, Section 152.02, as may be amended from time to time;
  - (3) The unlawful sale, use, or possession of tobacco-related products in violation of Minnesota law or Sections 12.81 - .82 of this City Code;
  - (4) Any conduct, activity or condition constituting a violation of Minnesota laws or this City Code prohibiting or regulating prostitution, gambling, firearms, disorderly conduct, public nuisance, or permitting a public nuisance;
  - (5) Any conduct or activities likely to disturb non-participating persons by:
    - (A) Noise of sufficient volume, or of such nature by virtue of its type, persistence, time of day or location, to disturb the peace, quiet, or repose of non-participating persons nearby in the manner and according to the standards set forth in Section 10.30 of this City Code;
    - (B) Assaultive behavior;
    - (C) Unlawful consumption of alcoholic beverages in violation of Section 12.69 of this City Code;
    - (D) Urinating in public;
    - (E) Public indecency as defined in Sections 12.14 - 12.15 of this Code or indecent exposure, in violation of Minnesota Statutes Section 617.23, as may be amended from time to time.
    - (F) Excessive pedestrian or vehicular traffic and parking problems or congestion.
- (p) **Verified incident** - an incident where there is a law enforcement response and a public officer, having completed a timely investigation, is able to find evidence of nuisance conduct, conditions or characteristics as set forth in Section 12.01.01(i) of this City Code. It shall not be necessary that criminal charges be brought or convictions obtained relative to the incident. Multiple offenses verified during a single response shall count as one response for the purpose of imposing an excessive

nuisance call service fee. Verified incidents shall be attributable separately to the source of the nuisance conduct, condition or activity, as follows:

- (1) The same tenant or lessee or persons acting in conjunction with or under the control the same tenant or lessee;
  - (2) The same rental unit while occupied by the same tenant or lessee or within two or more rental units by the same tenant or lessee;
  - (3) The property owner or persons acting in conjunction with or under the control of the property owner who either actively participated in the creation of the nuisance conduct, condition or characteristic or who knew or should have known of the ongoing nuisance conduct, condition or characteristic and failed to take reasonable steps to abate it.
- (q) **Verified incident follow-up** - where there has been a prior verified incident of property conditions or characteristics constituting a nuisance, each subsequent response to those same conditions or characteristics initiated by the City as follow-up during a course of remediation, shall not constitute an additional verified incident unless additional nuisance conditions or characteristics constituting additional incidents are found to exist.

*(Recodified by Ord. No. 98-53, 11-16-98; Ord. No. 99-14, 7-6-99; Ord. No. 2006-13, 4-17-2006)*

## **Article II. PROHIBITED CONDUCT**

### **Division A. Public Nuisances**

**Added by Town Ord. No. 168, 1-8-52**  
**Recodified by Ord. No. 98-53, 11-16-98**

### **Section 12.02. PUBLIC NUISANCE PROHIBITED.**

Any person who shall knowingly commit, cause or create a public nuisance condition as defined in this Chapter or permits a public nuisance condition to be created or placed upon or to remain upon any private property owned, under the control of, or occupied by that person, or any publicly-owned property, including tax-forfeited property under public control, shall be guilty of a misdemeanor. In addition, the City may enforce this Division by injunctive action or other appropriate civil remedy.

*(Code, 1958 S 160.02; Village Ord. No. 17; Recodified by Ord. No. 98-53, 11-16-98; Ord. No. 2006-13, 4-17-2006)*

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**Section 12.14. DISORDERLY HOUSE AND FALSE REPORT  
TO PUBLIC OFFICER PROHIBITED.**

It shall constitute a misdemeanor under Minnesota law to do the following:

- (1) To keep, permit or be present in a disorderly house; as defined in Section 12.01.01(d) of this City Code;
- (2) Be an owner or person in control of any residential property and to permit the building to be used as a disorderly house; or
- (3) To provide a false report to any public officer.

**Section 12.15. EXCESSIVE NUISANCE SERVICE CALL.**

- (a) **Nuisance Incident Notice.** Where the City Manager or the Manager's designee determines that a specific premises or building is being operated in violation of Section 12.14 of this Code, public officers have been dispatched to private property on a nuisance service call, the City Manager or the Manager's designee may issue a written nuisance incident notice to the owner of the property, and may provide a copy thereof to any other interested parties. The nuisance incident notice may be served upon the owner of said premises by certified mail, return receipt requested, or by regular mail, supported by an affidavit of service by mailing, to the address determined by the most recent property tax records maintained by Hennepin County for said premises. The service of a nuisance incident notice, as provided herein, shall be prima facie evidence that an owner or interested party served person in control of a building has knowledge of and has permitted subsequent conduct or behavior at said premises.
- (b) **Contents of the Notice.** The nuisance incident notice shall:
- (1) Identify the type and specific location of nuisance service call(s), including tenant or lessee names where applicable;
  - (2) Summarize the evidence of the nuisance occurring on the property;
  - (3) Provide the dates on which the nuisance calls for service were made and the dates of any prior responses by public officers to nuisance incidents on the property; and
  - (4) Warn the owner, occupant and persons in control of the property that future nuisance service calls may subject them jointly and severally to an excessive nuisance service call fee in the amount of \$250.00 or more, up to \$2,000.00, based upon the actual cost of the law enforcement response.
- (c) **Abatement Notice.** Where the City Manager or Manager's designee determines that public officers have been dispatched to two (2) or more nuisance service calls, as defined in Section 12.01.01(i) and counted pursuant to Section 12.01.01(p-q) of this Code, to the same property within a 365-day period, he or she shall cause a written abatement notice to issue to the owner of the property, and may provide a copy thereof to any interested parties. The abatement notice may be served upon the owner of said premises by certified mail, return receipt requested, or by regular mail, supported by an affidavit of service by mailing, to the address determined by the most recent property tax records maintained by Hennepin County for said premises. The service of an abatement notice, as provided herein, shall be prima facie evidence that an owner or interested party served has knowledge of and has permitted subsequent conduct or behavior at said premises.
- (d) **Contents of the Abatement Notice.** The Abatement Notice shall:
- (1) Identify the type and specific location of nuisance service calls, including tenant or lessee names, where applicable;
  - (2) Summarize the evidence of the nuisance occurring on the property;
  - (3) Provide the dates on which the nuisance service calls were made and the dates of any prior responses by public officers to nuisance incidents on the property; and
  - (4) Warn the owner and interested parties that future nuisance service calls will subject them jointly and severally to an excessive nuisance service call fee in the amount of \$250.00 or more, based upon the actual cost of the law enforcement response, up to \$2,000.00, for each separate call. The costs of providing the excess law enforcement services shall include without limitation the gross salaries, including all fringes, benefits and overhead paid to the

public officers responding, the pro rata cost of all equipment, including vehicles and K-9 officers, and the cost of repairs to any City equipment or property damaged in responding to the nuisance service call. The civil penalty will issue in the manner set forth in Article II of Chapter 1 of this City Code and if left unpaid will be charged against the property and collected in the manner of a tax;

- (5) Advise the owner and interested parties that subsequent conduct in violation of this Section of City Code may also subject them jointly and severally to criminal charges punishable by up to a \$1,000.00 fine and 90 days in jail for each separate violation.
- (e) **Imposition of Excessive Nuisance Service Call Fee.** Property owners, tenants and other persons having control over a property shall be jointly and severally responsible for nuisance incidents occurring thereon and individually responsible for payment of any Nuisance Service Call Fee issued to that party hereunder. Where an abatement notice was properly served upon the owner and/or tenant of the property as set forth in subsection (c) hereof each successive nuisance service call within the same 365-day period shall result in an administrative citation to that party in the manner set forth in Article II of Chapter 1 of this City Code in the amount of \$250.00 or more based upon the actual cost of the law enforcement response, up to \$2,000.00 for each separate call. The costs of providing the excess law enforcement services shall include without limitation the gross salaries, including all fringes, benefits and overhead paid to the public officers responding, the pro rata cost of all equipment, including vehicles and K-9 officers, and the cost of repairs to any City equipment or property damaged in responding to the nuisance service call.
- (f) **Affirmative Defenses.** In the case of rental property, it shall constitute an affirmative defense to the issuance of an Excessive Nuisance Service Call fee by administrative citation that the property owner has commenced eviction proceedings against the tenant or tenants responsible for the nuisance conduct, conditions or characteristics. In the case of large public accommodations, it shall constitute an affirmative defense to the issuance of an Excessive Nuisance Service Call fee by administrative citation that the property owner or the owner's property manager has entered into and complied with a memo of understanding with regard to security with the Bloomington Police Department.
- (g) **Appeal.** Any party issued an Excessive Nuisance Service Call fee by administrative citation may appeal the citation by filing a written request for a hearing with the City Attorney's Office within ten (10) calendar days of the issuance of the citation. A hearing shall be held within forty-five (45) calendar days thereof following the procedures set forth in Section 1.17 of this City Code.

*(Code, 1958 S 183.01; Recodified by Ord. No. 98-53, 11-16-98; Amended by Ord. No. 2006-13, 4-17-2006)*