

## **AGREEMENT FOR BUILDING INSPECTION SERVICES**

### **Town of Somerset St. Croix County, Wisconsin**

**THIS AGREEMENT** is made by and between the Town of Somerset, St. Croix County, Wisconsin, a municipal corporation (hereinafter "Town") and All Croix Inspections Corp. The purpose of this agreement is to appoint All Croix Inspections Corp., solely, as the Building Inspector to provide, on an as needed basis, building inspections within the Town to ensure compliance with the applicable building and zoning codes and other ordinance requirements.

**WHEREAS**, the Town is in need of an inspector certified to inspect buildings for building code compliance, and

**WHEREAS**, All Croix Inspections Corp., is an Inspection Agency certified to hire licensed inspectors to inspect buildings for code compliance; and

**WHEREAS**, the Town and All Croix Inspections Corp. desire to commit the terms of their agreement to writing.

**NOW THEREFORE**, the Town and All Croix Inspections Corp., in consideration of the mutual promised hereinafter set forth, do promise, and agree as follows:

1. Services. The Town hereby appoints All Croix Inspections Corp., An Inspection agency, to serve the Town on an as needed basis as herein provided, in such a manner and capacity to meet the needs of the Town and to provide the following services:
  - A. Review building plans and application for building permits; all building plans, materials, and fees are to be submitted to All Croix Inspections Corp. by property owner or licensed contractor.
  - B. Inspect new construction and existing dwelling units for building code compliance in the following areas in accordance to the State of Wisconsin Administrative Code SPS 320.10 (3):
    1. Construction
    2. Plumbing
    3. Electrical
    4. Heating, Ventilating and Air Conditioning
    5. Energy Conservation
    6. Footing
    7. Foundation
    8. Drain Tile
    9. Basement Floor Area (Base Course & Vapor Barrier)
    10. Site Erosion Control
    11. Final / Occupancy

- C. Issue orders to correct discrepancies in building code violations.
- D. Make reports of Inspections as more particularly set out in par. 2 below.
- E. Consult with and advise builders, owners and residents of the Town pertaining to building codes and ordinances.
- F. Keep abreast of current developments in the field by attending seminars and courses at no cost to the Town.
- G. Attend meetings of the Town Board and other appropriate boards, committees, and commissions upon request; one meeting annually.
- H. Assist in administration and enforcement of applicable Town Ordinance's.

2. Reports/Records. During the term of this contract, All Croix Inspections Corp. Shall;

- a. Develop and maintain property files including all plans, applications, permits, forms, and inspection reports. Most files shall be deemed public records and open to public inspection during normal business hours. Fees for copies are \$.25 per page. All incurred costs to be paid to All Croix Inspections Corp. by requestor as described under Wis. Stat 19.35 (3).
- b. Provide the Town with monthly building activity for the pertinent periods.
- c. Provide electronic reports, documents and files relating to building inspections to the Clerk as may be requested from time to time.

3. Items Provided by All Croix Inspections Corp., at their expense related to the performance of this contract:

- a. A direct telephone line to allow scheduling of inspections by contractors and others without Town personnel involvement.
- b. All necessary administrative support for maintaining files and allowing public access while in the possession of All Croix Inspections Corp.
- c. All code books, manuals, and inspection equipment.
- d. All necessary professional organization dues, training, and certification.
- e. Licensed and insured vehicle for use in conducting the contract.
- f. Carry General Liability, Workers Compensation, and Professional Liability Insurance against claims which might occur in conducting this agreement.
- g. All required state forms and state seals.

4. Items Provided by Town to All Croix Inspections Corp., during the term of this contract.

- a. Current Town ordinances and other required Town forms.
- b. Assistance, consistent with the interest of the Town, with contractor's legal counsel associated with any litigation, administrative proceedings or any other matter arising out of the performance of this contract by All Croix Inspections Corp., subject to limitations authorized by Wisconsin statutes.

5. Compensation in consideration of the services to be performed by All Croix Inspections Corp., hereunder, Town shall pay All Croix Inspections Corp.:

- a. Administrative Fee: \$25.00 per permit application. (Below c. – i.)
- b. Plan Review Fee: (Below c. – h.)
  - 1. \$50.00 if inspection fee \$60.00- \$300.00
  - 2. \$75.00 if inspection fee \$300.01 -\$600.00
  - 3. \$150.00 if inspection fee is \$600.01 and over.(Re-roofing, Re-siding, and same size window/door replacement permits, if required by ordinance, exempt from Plan Review Fee)
- c. New One- & Two-Family Dwelling Construction: \$850.00 flat fee plus \$.12 per square foot per dwelling unit. See footnote <sup>(a)</sup> below.
- d. Manufactured Assembled Home to be placed upon a permanent basement foundation, slab, or piers: \$600.00 flat fee plus \$.12 per square foot. See footnote <sup>(a)</sup>.
- e. New Commercial Building: \$975.00 flat fee plus \$.27 per square ft on the first 10,000 square feet and \$.12 per square foot on the remaining. See footnote <sup>(a)</sup>.
- f. Any building cost (additions, alterations, or remodeling) \$100,000.00 or over will be considered new construction (above c. - e.). Building cost will be measured according to current RS Means Square foot costs, if applicable.
- g. Any building cost (additions, alterations, or remodeling) under \$100,000.00 will be charged per inspection type, types listed under Services 1. B. Fees for One- and Two-Family Dwellings will be \$65.00 per inspection type and fees for Commercial Buildings will be \$145.00 per inspection type, number to be determined by building inspector at plan review. Building Cost will be measured according to current RS Means Square foot costs, if applicable.
- h. Permit to start Footing & Foundation only: \$250.00 flat fee. To continue beyond Footing & Foundation, the entire fee schedule for New Commercial and New One- & Two-Family Dwelling construction will be charged (above a.– e.).
- i. Renewal Fees shall be half the original permit fee, minimum \$50.00 and maximum \$250.00. Original permit renewable one time for 12 months.
- j. Double Fees (on above) will be charged for all work started without a permit.
- k. Town retains 10% of the fee (above a. – j.)
- l. WI State Seal; \$35.00. New Single- and Two-Family Dwelling Construction as well as for all Manufactured Homes produced on or after April 1, 2007.
- m. Re-inspection fee. \$110.00 per extra inspection more than the number of required inspections per Wisconsin Administrative Code SPS 320.10 (3). An inspection is viewing media, a site visit, and/or reviewing data submitted by external sources (such as qualified engineers) to determine compliance. Additionally, a \$110.00 fee will be assessed if the project is not ready for the scheduled inspection, failure to cancel inspection at least one hour prior to scheduled time, storage or personal items blocking necessary inspection areas, multiple inspection failures, and/or no access to site and/or building.
- n. Refunds. Amount paid less Plan Review and Administrative Fee or actual costs, whichever is greater. No refund is given after work has started or after 180 days of date of permit issuance.

*(a) Square foot total is based on all finished space, unfinished space and attached structures that are part of the submitted plan, such as an attached garage, deck, porch, or breezeway.*

6. Other Services. Any other services requested by the Town not mentioned above (5) will be negotiated and appropriate revisions to the services and compensation will be included below in the future contracts.
7. Term of Agreement. The term of this agreement shall commence March 1st, 2024, and shall continue until February 28, 2026, in accordance with this agreement.
8. Termination of Agreement. Either party upon 30 days' written notice to the other party may terminate this agreement without cause. All such notices shall be by certified mail or delivered personally.
9. Status of Inspector. Both parties acknowledge that the relationship created by this agreement is that of independent contractor for purposes of compensation and not that of employer and employee. As building inspector, it is intended that All Croix Inspections Corp. shall be considered an agent and official of the Town for the purpose of all applicable statutes, ordinances, and regulations and shall have the authority to act on behalf of the Town for building inspection purposes. All Croix Inspections Corp. shall be responsible for compliance with all laws and for the payment of any taxes levied upon them because of their compensation under this agreement.
10. Notice. Any notice required or permitted to be given under this agreement shall be given in writing either by personal delivery or by certified mail, postage prepaid, addressed to the parties at the following addresses or at such other addresses as either may designate on written notice:

Town of Somerset  
748 Highway 35  
Somerset, WI 54025

All Croix Inspections  
1810 Crest View Drive #1C  
Hudson, WI 54016

11. Waiver of Breach. The waiver by the Town of the breach of any provision of this agreement by All Croix Inspections Corp. shall not be deemed a waiver by the Town of any subsequent breach.
12. Assignment. This Agreement shall not be assignable by All Croix Inspections Corp. without the written consent of the Town.
13. Governing Law. This Agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.
14. Entire Agreement. This contract contains the entire agreement between the parties regarding this matter. This agreement can only be modified by another written agreement signed by parties and their respective heirs, legal representatives, successors, and assigners.



IN WITNESS WHEREOF, the parties have executed this Agreement on this 7<sup>th</sup> Day of February, 2024.

**Town of Somerset**

By: Ed Schachtner  
Ed Schachtner, Town Chairperson

**All Croix Inspections Corp.**

By: Todd Dolan  
Todd Dolan, President

Witness: Jeri Koester  
Jeri Koester, Town Clerk

Supervisors:

Lenny Germain

Douglas Plourde

Tim Witzman

Shane Demulling

