



CITY OF SPRING PARK
WORK SESSION AGENDA
JULY 20, 2020 – 6:00 PM
SPRING PARK CITY HALL

(Work Session discussion times are approximate)

1. 6:00 – 4000 SUNSET PROPERTY LINE DISCUSSION
2. 6:20 – CITY CLEANUP DISCUSSION
3. 6:40 – RENTAL ORDINANCE FINAL DRAFT
4. 6:55 – ADJOURN



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

MEMORANDUM:

TO: Dan Toisma

FROM: Alan Brixius

DATE: July 1, 2020

RE: 4000 Sunset Property Boundaries

FILE NO: 175.01 General

PROPERTY ADDRESS: 4000 Sunset Drive

BACKGROUND:

Joe Cheney owns the property at 4000 Sunset Drive in Spring Park. The lot contains an existing duplex. Mr. Cheney wishes to renovate and expand the building to provide additional living space and garages for the two units. In review of the lot City Staff discovered a property line concern that differs between past and current surveys. The lot abuts the city owned lake access off of Sunset Drive. This lake access was platted as City street right of way between Lots 13 and 14 Skarp & Lindquist's Hazeldell Addition to Minnetonka in 1906. (See Exhibit A)

Since the original plat Lot 14 has be divided into 6 lots by metes and bound descriptions (no subsequent plat). All of the 6 lots have been developed. In 1993 and revised in 1996 Gronberg Inc prepared a survey of 4000 Sunset Drive for Scott Schulz. (See Exhibit B) This survey illustrates the duplex being located on the lot's north lot line and 2 feet from the lake access pavement. This survey presents a number of hurdles to any expansion of this building.

In 2018, Otto Associates prepared new survey for 4000 Sunset Drive. This survey shows that the duplex is located 8 feet from the north lot line with the City's Lake access drive extending into the Cheney lot.

In 2020, Otto Associates revised the 2018 survey showing a compromise north lot line location. This Survey shows a 10 side yard setback for the proposed building addition.

The uncertainty of the correct location of the north property line has halted any improvement or expansion of the Duplex at 4000 Sunset Drive.

Exhibit A	Skarp & Lindquist's Hazeldell Addition to Minnetonka
Exhibit B	1993/1996 Gronberg Inc. Survey
Exhibit D	2018 Otto Survey
Exhibit E	2020 Otto Survey - Compromise lot line location

ANALYSIS:

The proper location of the Lake access right of way impacts the City and property owners on both sides of this right of way. In an attempt to resolve this matter to the benefit of all parties, City Staff met with Mr. Cheney and Otto at the site to examine available options for the north lot line. Upon examining the physical conditions of the lake access and adjoining lots the following options were identified.

Option 1. The City accept the 2018 Otto survey as being correct with the condition that the property owner provide an street and utility easement over all of the existing paved lake access surface. This option includes:

- The property owner has indicated that he will provide a 10 foot side yard setback from his northern lot line with the new addition. At 10 feet the building expansion will not need a variance from the required 10 foot side yard setback. With resolution of the property boundary the property owner can proceed with needed development applications.
- We would require new lot corner monuments to be established
- The easement would cover the lake access drive encroaching onto the Cheney lot. The easement will allow the lake access drive to continue to exist in its present location and allow the city to maintain and/ or improve this roadway as needed or desired.
- This option would not involve the Driggs property to the north.

Option 2. Otto Associates have prepared a compromise lot line adjustment (See Exhibit C) the red line is the proposed lot line with the intent of have the city and property owner agree on the a new northern boundary for the property. The new property line generally follows the south pavement edge of the lake access drive. This option includes.

- All of the lake access drive lies within the city's right of way exclusive of the Cheney property.

- The existing duplex will be only 2 feet from the property line at its northwest corner with and expanding side yard setback for the existing and new addition as it moves east. This will still require a side yard setback variance in that the new addition would be setback only 8 feet from the north lot line. This option will allow the applicant to precede with his need development applications.
- The new property line will need to be recorded at the county and iron monuments shall be installed at each of the lot corners.
- This will not involve the Driggs property/

Option 3. Vacate the Lake Access Right of Way entirely.

- The right of way would be conveyed to the two adjoining lots. This puts the land back into private ownership. The expanded lot width and lot area would appreciate the adjoining lots and put the vacated land back on the tax rolls.
- Eliminate the Lake Access at this location. Council must determine the need and benefit of this lake access. Whether the city wishes to retain ownership and responsibility for the lake access maintenance. We understand the lake access is important to the Police department.
- We would rely on Mr. Cheney and Mr. Driggs to petition for the right of way vacation and provide new surveys, legal descriptions for their two lots. The new lot description must be recorded at the county and monuments must be placed at each of the corners of the new lots.

Option 4. Vacate the lake access right of way but retain and access easement over the two lots to allow the lake access to remain.

- The right of way would be conveyed to the two adjoining lots. This put the land back into private ownership. The expanded lot width and area would appreciate the adjoining lot and put the land back on the tax rolls.
- With the expanded lot widths no variances are needed for the Cheney lot redevelopment. The setbacks are measured to the property line and not to the edge of an easement.
- The easement would cover the lake access drive. The easement will allow the lake access to continue to exist in its present location and allow the city to maintain and/ or improve this roadway as needed or desired.
- We would rely on Mr. Cheney and Mr. Driggs to petition of the right of way vacation and provide new surveys, legal description for their two lots. We will also require the preparation of an Access Easement dedicated to the city preserving the lake access corridor.

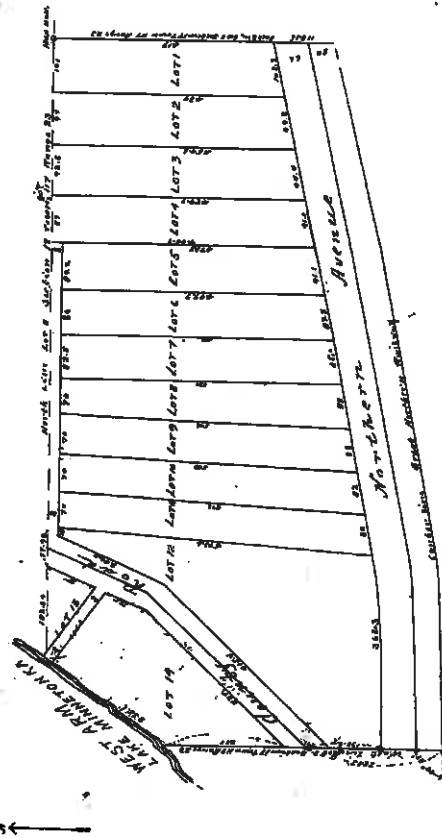
CONCLUSION:

Staff is looking for direction from the City Council as to whether any of the aforementioned options is desirable. From a staff perspective we believe options 2 and 4 provide the best solutions; in that it accomplishes the property owner objective of defining the lot boundary and redeveloping his lot. However, it also retains the city's lake access drive in its current location. We request council direction as to how to proceed.

- Mary Tietjen
- Brian Hare
- Theresa Schyma
- Joe Cheney
- Paul Otto

SKARP & LINDQUIST'S HAZELDELL ADDITION TO MINNETONKA Scale 100' = 1"

R.M. DINK
Civil Engineer



[Signature]
Civil Engineer

1. I hereby certify that I have made a personal inspection of the above described lots and that the same are ready for sale and that the same are not subject to any liens or encumbrances other than those shown on the plat.

2. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

3. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

4. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

5. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

6. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

7. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

8. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

9. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

10. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

11. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

12. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

13. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

14. I hereby certify that the same are not subject to any liens or encumbrances other than those shown on the plat.

From 117 acres of land donated for the purpose of the Hazel Dell Addition, Minnesota, incorporated under the laws of the State of Minnesota, by the State of Minnesota, in the County of Hennepin, Minnesota, and approved by the State of Minnesota, in the County of Hennepin, Minnesota, on the 11th day of September, 1908.

Approved by the State of Minnesota, in the County of Hennepin, Minnesota, on the 11th day of September, 1908.

Secretary

State of Minnesota, ss.
County of Hennepin, ss.
I, the undersigned, County Clerk of the County of Hennepin, State of Minnesota, do hereby certify that the above described lots are ready for sale and that the same are not subject to any liens or encumbrances other than those shown on the plat.

Witness my hand and the seal of the County of Hennepin, State of Minnesota, on the 11th day of September, 1908.

County Clerk

State of Minnesota, ss.
County of Hennepin, ss.
I, the undersigned, Civil Engineer, do hereby certify that the above described lots are ready for sale and that the same are not subject to any liens or encumbrances other than those shown on the plat.

Witness my hand and the seal of the County of Hennepin, State of Minnesota, on the 11th day of September, 1908.

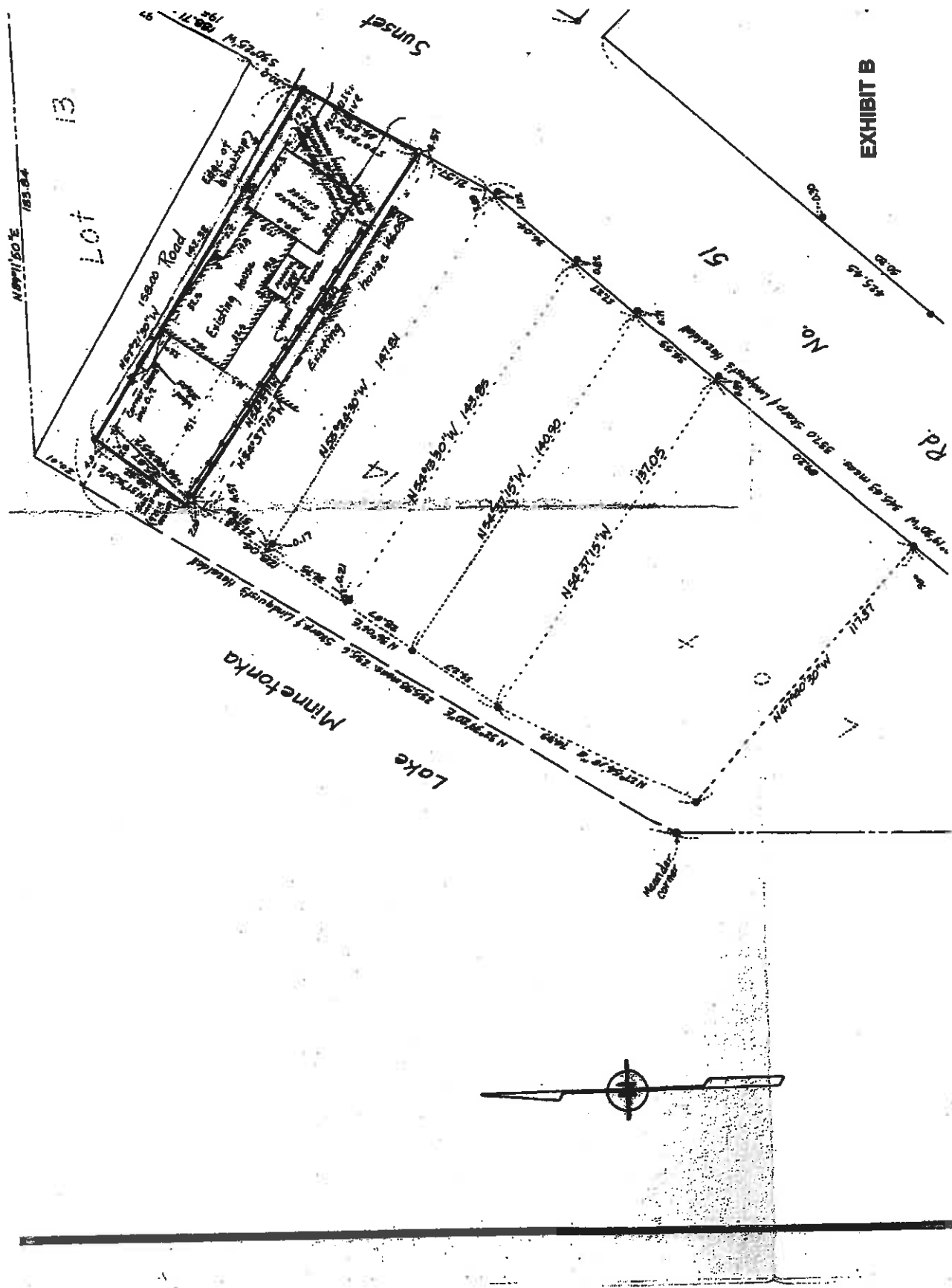
Civil Engineer

State of Minnesota, ss.
County of Hennepin, ss.
I, the undersigned, Civil Engineer, do hereby certify that the above described lots are ready for sale and that the same are not subject to any liens or encumbrances other than those shown on the plat.

Witness my hand and the seal of the County of Hennepin, State of Minnesota, on the 11th day of September, 1908.

Civil Engineer

EXHIBIT B



LEGAL DESCRIPTION OF PREMISES SURVEYED:

That plot of Lot 14, Skarp and Lindquist's Hazelden Addition to Minnetonka described as follows: Beginning at a point in the southerly line of said Lot 14 distant 327 feet Northwesterly measured along the Southerly line of said Lot 14 from the first Southerly corner thereof, thence North 55 degrees 22 minutes West to the shore of Lake Minnetonka, thence Northwesterly along the shore of said Lake to the most Northerly corner of Lot 14, thence East westerly along the Northerly line of said Lot 14 to the most Easterly corner thereof, thence Southerly along the Southerly line of said Lot 14 a distance of 48.5 feet, more or less, to the point of beginning.

*Note: The above description is defective in that it refers to a proceeding on a bearing of North 55 degrees 22 minutes West bearing without giving a base for that bearing; also occupations are so not in description; therefore some type of judicial action may have to be taken to solve these problems.

This survey is made to show the boundaries of the above described property, and the location of an existing easement thereon, it does not purport to show any other improvements or encroachments.

- : Iron marker found
- : Iron marker set
- Bearings shown are based upon an assumed datum.

SCALE	DATE
1" = 30'	6-17-93
	REV. 11-27-96

SHEET NO.

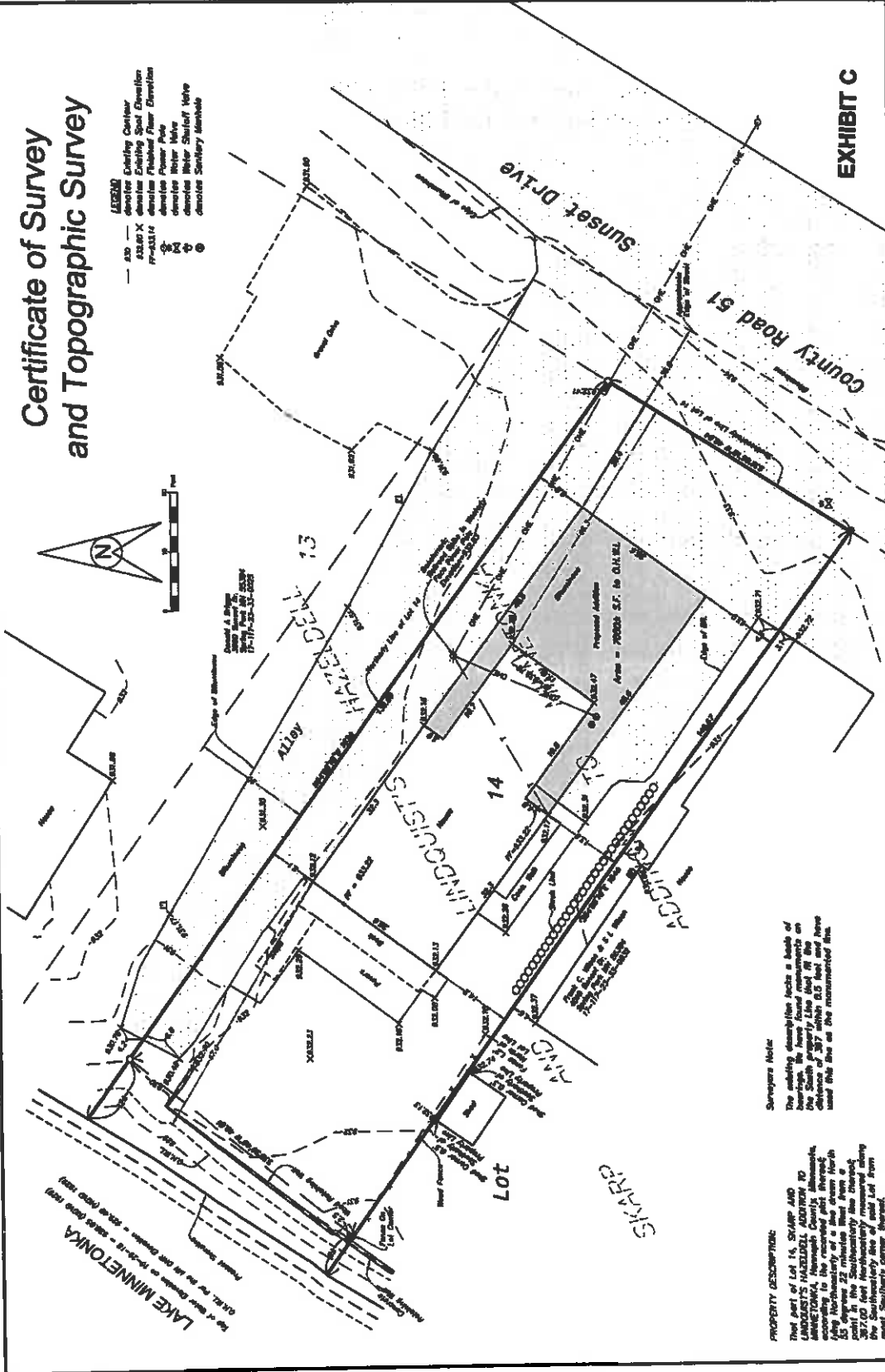
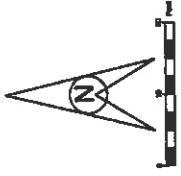
CERTIFICATE OF SURVEY FOR

SCOTT SCHULZ

IN LOT 14, SKARP & LINDQUIST'S HAZELDELL

Certificate of Survey and Topographic Survey

- LEGEND**
- AD — Existing Centerline
 - 23.60' X — Existing Spot Elevation
 - 23.60' X — Existing Finished Floor Elevation
 - 23.60' X — Existing Power Pole
 - 23.60' X — Existing Water Shutoff Valve
 - 23.60' X — Existing Sanitary Manhole



PROPERTY DESCRIPTION:

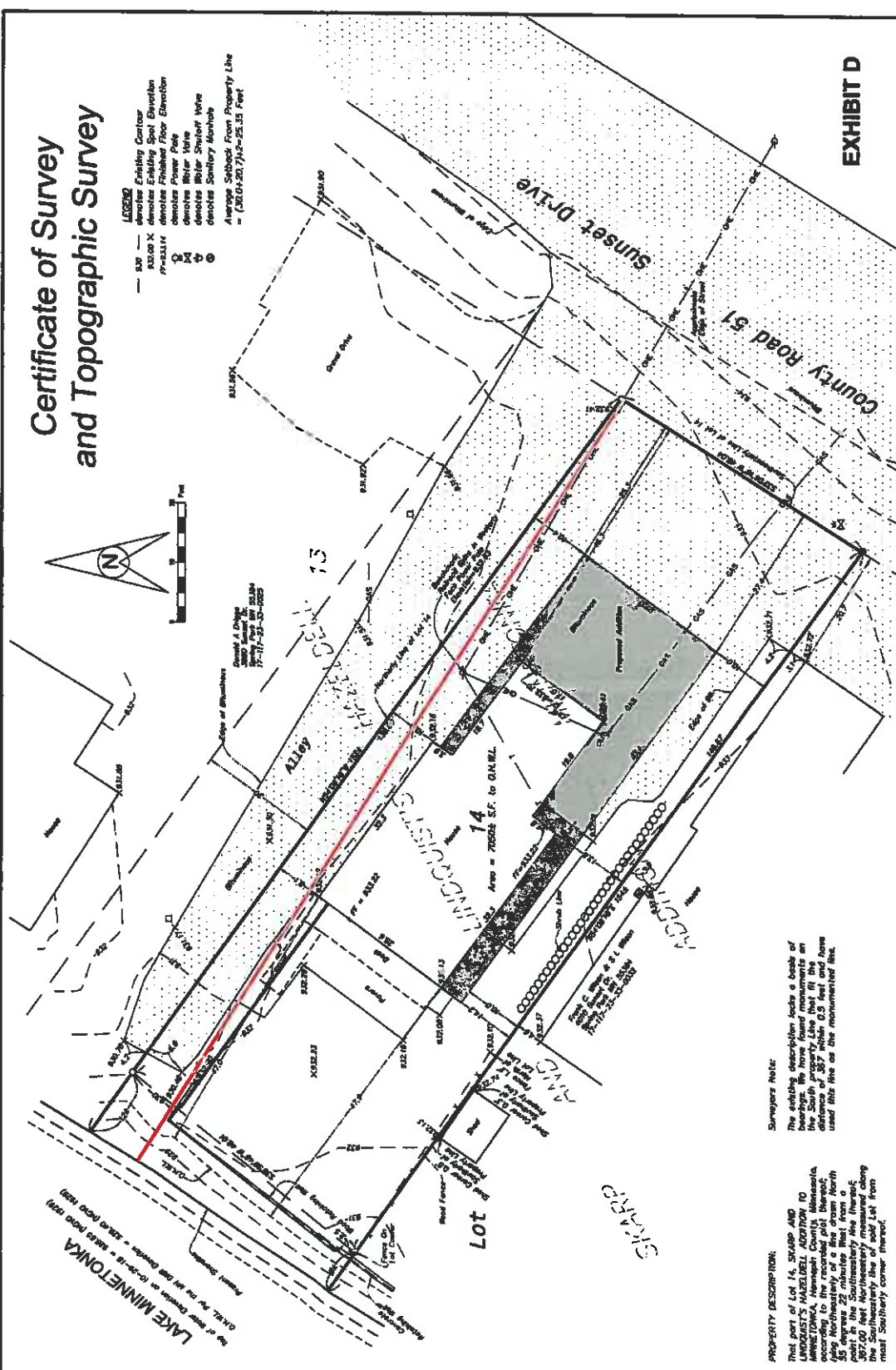
That part of Lot 14, SHARP AND LINDQUIST'S HAZELLEL ADDITION TO MINNETONKA, Hennepin County, Minnesota, being approximately 1/2 of the area north of the 22' wide easement that runs from a point in the Substantially line that meets the Southwesterly line of said Lot 14 from the Southwesterly corner thereof.

Surveyors Note:

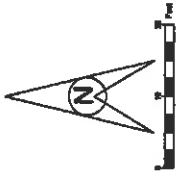
The existing description points a hole of iron pipe in the corner of the lot on a distance of 387' within 0.5' feet and have used this line as the monumented line.

		www.ottosurveyors.com 81444 Chicago Street Burnsville, MN 55313 (763) 885-4727 Fax: (763) 885-3822	
Requested By:	Joe Cheney	Checked By:	P.E.O.
Date:	10-30-18	Drawn By:	M.J.H.
		Scale:	1"=10'
License #40662 Date: 5-9-18 Phil E. Otto		License #40662 Date: 5-9-18 Phil E. Otto	
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.			
Signature: <i>Phil E. Otto</i>			
Certificate of Survey and Topographic Survey of Lot 14, SHARP AND LINDQUIST'S HAZELLEL ADDITION TO MINNETONKA, Hennepin County, Minnesota			
Exhibit 3-18-18 - Proposed Addition - S.O.S.			
Project No. 18-0496		Exhibit C	

Certificate of Survey and Topographic Survey



LEGEND
 - - - - - denotes Existing Contour
 - - - - - denotes Existing Spot Elevation
 - - - - - denotes Finished Floor Elevation
 - - - - - denotes Power Pole
 - - - - - denotes River Valve
 - - - - - denotes River Shutoff Valve
 - - - - - denotes Sanitary Manhole
 - - - - - Average Setback From Property Line
 - - - - - (20.00/20.7/22.2/25.33 Feet)



Surveyors Note:
 The existing description lacks a book of bearings. We have found monuments on the South property line that fit the description. We have used these monuments used this line as the monumented line.

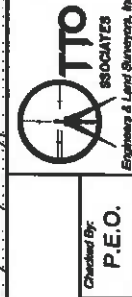
PROPERTY DESCRIPTION:
 That part of Lot 14, SKARP AND LINDQUIST'S HAZELELL ADDITION TO MINNETONKA, HENNEPIN COUNTY, MINNESOTA, according to the recorded plat therein, which contains 76,255 square feet, more or less, with 22 interior West from a point in the Southeastern line thereof, 20.00 feet, nearly the line of said Lot from said Southeastern corner thereof.

Certificate of Survey and Topographic Survey of Lot 14, SKARP AND LINDQUIST'S HAZELELL ADDITION TO MINNETONKA, Hennepin County, Minnesota

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Paul E. Odo
 License #40082 Date: 3-26-2008

Date: 10-30-18
Drawn By: M.J.H.
Scale: 1"=10'

Joe Cheney
Checked By: P.E.O.



www.tpoassociates.com
 9 West Parkview Street
 Minneapolis, MN 55415
 (763) 834-1727
 Fax: (763) 865-3522

● denotes Iron measurement found
 ○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40082
 Project No. 18-0495

EXHIBIT D



STAFF MEMO

DISCUSSION REGARDING
POTENTIAL MODIFICATION TO
SEMI-ANNUAL CLEAN-UP DAY

1. **BACKGROUND:** At the September 16, 2019 City Council work session the annual budget was discussed. At that work session City Administrator Tolsma discussed the increasing costs for the City's two clean-up events each year. He stated that the program has the best of intentions, but staff have noticed items coming in from outside the city in order to take advantage of this generous program. The City Council consensus was that a discussion regarding the clean-up events should occur at a future work session.
2. **DISCUSSION:** Costs associated with clean-up day events are paid for out of the General Fund which receives taxes from all commercial and residential properties in the City. However, only single-family and multi-family residents are able to participate in the semi-annual events. Since the service is free to residents there has been a substantial increase at some properties in the City that leads staff to believe they are bringing items into Spring Park, either from other properties they own outside of the city or they are allowing friends and family the ability to offload items at the expense of Spring Park taxpayers. Furthermore, curbside collection for clean-up day events encourages illegal dumping in the City and costs taxpayers more money.

Staff has compiled the attached spreadsheet that details information about clean-up events in all cities located in Hennepin County. The spreadsheet demonstrates that for a city the size of Spring Park it is uncommon to have more than one clean-up event per year especially when the events are curbside collection and completely free. Furthermore, the only cities with more than one clean-up event per year (not including Fall yard/brush only events) are cities over 19,000 in population.

Below are the basic statistics for clean-up events in the 44 cities in Hennepin County:

- **# of events per year:** 9 cities = 2 events, 29 cities = 1 event, 7 cities = 0 events (does not include Fall events that are for yard waste/brush only)
 - **Curbside vs. drop-off events:** 8 cities = curbside, 30 cities = drop-off
 - **Individual city event vs. combined cities event:** 27 cities = individual, 11 cities = combined
 - **Participant Fees vs. Free:** 36 cities = participant fees, Spring Park & Greenwood are free (Note: Greenwood's event is very limited in what is accepted)
3. **FINANCIAL CONSIDERATIONS:** The City of Spring Park is the only city in Hennepin County that has two free curbside clean-up events for their residents. The below chart details the City's cost of each clean-up event in the past five and a half years:

SPRING	City Cost	FALL	City Cost
2020	\$ 13,867.48	2020	TBD
2019	\$ 13,307.30	2019	\$ 9,306.75
2018	\$ 11,566.76	2018	\$ 7,466.18
2017	\$ 7,436.19	2017	\$ 7,750.94
2016	\$ 7,497.25	2016	\$ 5,231.25
2015	\$ 7,669.94	2015	\$ 4,936.25
Spring Total	\$ 47,477.44	Fall Total	\$ 34,691.37
2015-2020 GRAND TOTAL CITY COST: \$ 96,036.29			

4. **RECOMMENDATION:** Direct City staff on which of the following options (or any combination thereof) is the Council's decision for clean-up events going forward:
- Reduce the number of events to one annual clean-up event in the Spring;
 - Begin charging residents for certain items similar to most other cities in Hennepin County;
 - Change the Fall clean-up event to be a curbside collection of brush/yard waste items only;
 - Change the collection method to a drop-off event where residents are required to show identification in order to participate;
 - If so, look at combining Spring Park's event with another city to reduce costs and to partner with a city that already has a system and space for this type of event;
 - Make no changes to the City's current free semi-annual curbside clean-up day events.

CLEAN-UP DAY INFORMATION FOR ALL CITIES IN HENNEPIN COUNTY

City Name	2018 Met Council Population Estimate	# of Events Per Year	Curbside or Drop-Off	Individual City Event or Combined Cities Event	Completely Free or Participant Fees
Bloomington	89,654	1	Curbside	Individual	Participant Fees
Brooklyn Center	32,299	2	Drop-Off	Combined	Participant Fees
Brooklyn Park	81,679	2	Drop-Off	Combined	Participant Fees
Champlin	23,927	1	Drop-Off	Individual	Participant Fees
Corcoran	5,831	1	Drop-Off	Individual	Participant Fees
Crystal	23,287	2	Drop-Off	Combined	Participant Fees
Dayton	6,018	1	Drop-Off	Individual	Participant Fees
Deephaven	3,878	1	Drop-Off	Individual	Participant Fees
Eden Prairie	63,456	1	Drop-Off	Individual	Participant Fees
Edina	52,535	0	N/A	N/A	N/A
Excelsior	2,321	1	Curbside	Individual	Participant Fees
Golden Valley	21,580	1	Drop-Off	Individual	Participant Fees
Greenfield	2,904	1	Drop-Off	Individual	Participant Fees
Greenwood	706	1	Curbside	Individual	Completely Free but limited items
Hanover	3,483	1	Drop-Off	Individual	Participant Fees
Hopkins	19,713	2	Drop-Off	Individual	Participant Fees
Independence	3,763	1	Drop-Off	Combined	Participant Fees
Long Lake	1,815	1	Drop-Off	Combined	Participant Fees
Loretto	661	1	Curbside	Individual	Participant Fees
Maple Grove	66,903	2	Curbside & Drop-Off	Individual	Participant Fees
Maple Plain	1,864	1	Drop-Off	Combined	Participant Fees
Medicine Lake	388	0	N/A	N/A	N/A
Medina	6,646	1	Drop-Off	Individual	Participant Fees
Minneapolis	428,483	0	N/A	N/A	N/A
Minnnetonka	53,713	2	Drop-Off	Individual	Participant Fees
Minnnetonka Beach	561	1	Drop-Off	Combined	Participant Fees
Minnetrista	7,692	1	Drop-Off	Combined	Participant Fees
Mound	9,347	1	Drop-Off	Combined	Participant Fees
New Hope	21,790	2	Drop-Off	Combined	Participant Fees
Orono	8,102	1	Drop-Off	Combined	Participant Fees
Osseo	2,729	1	Drop-Off	Individual	Participant Fees
Plymouth	78,351	1	Drop-Off	Individual	Participant Fees
Richfield	36,436	0	N/A	N/A	N/A
Robbinsdale	14,776	0	N/A	N/A	N/A
Rockford	4,480	1	Drop-Off	Individual	Participant Fees
Rogers	12,991	1	Drop-Off	Individual	Participant Fees
Saint Anthony	9,067	1	Drop-Off	Individual	Participant Fees
Saint Bonifacius	2,328	1	Drop-Off	Individual	Participant Fees
Saint Louis Park	48,910	2	Drop-Off	Individual	Participant Fees
Shorewood	7,693	1	Drop-Off	Individual	Participant Fees
Spring Park	1,694	2	Curbside	Individual	Completely Free
Tonka Bay	1,550	1	Curbside	Individual	Participant Fees
Wayzata	4,719	1	Curbside	Individual	Participant Fees
Woodland	467	0	N/A	N/A	N/A

CITY OF SPRING PARK
COUNTY OF HENNEPIN
STATE OF MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF SPRING PARK CITY CODE
RELATED TO RENTAL HOUSING

THE CITY COUNCIL OF THE CITY OF SPRING PARK ORDAINS:

Section 1. A new Article V (Rental Housing) is hereby added to Chapter 12 of the Spring Park City Code and shall read as follows:

ARTICLE V – RENTAL HOUSING

DIVISION 1. GENERALLY

Purpose and Scope.

Section 12-250. Purpose and Scope. It is the purpose of this article to assure that rental housing in the City is decent, safe and sanitary and is operated and maintained in accordance with the City’s regulations. The implementation of a rental-licensing program is a mechanism to ensure that the rental of single-family dwellings and two-family dwellings will not become a nuisance to the neighborhood; will not foster blight and deterioration; and/or will not create a disincentive to reinvestment in the community. The operation of rental housing entails certain responsibilities. Owners of rental housing are responsible to take the reasonable necessary steps to ensure that the citizens who occupy rental housing units may pursue the quiet enjoyment of the normal activities of life in the surrounding area that are: safe, secure, and sanitary; free from crimes and criminal activity, noise, nuisances or annoyances; free from unreasonable fears about safety of persons and security of property, and suitable for raising children.

DIVISION 2. DEFINITIONS.

Section 12-251. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment building. Any building or portion thereof that contains three or more dwelling units, sleeping rooms, or a combination thereof but not including condominiums or townhomes.

Bed and Breakfast. A place of lodging that:

- (a) provides not more than eight rooms for rent to no more than 20 guests at a time;
- (b) is located on the same property as the owner's personal residence;
- (c) provides no meals, other than breakfast served to persons who rent rooms; and

(d) _____ was originally built and occupied as, or was converted to, a single-family or two-family residence prior to being used as a place of lodging

Building Official. The building official for the City, or his/her designee.

City. The city of Spring Park, Minnesota.

City Administrator. The city administrator of the City, or his/her designee.

City Council. The city council of the City.

Condominium. A single dwelling unit in a multi-dwelling unit building that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property. Each individual owner may sell or encumber his/her own unit.

Dwelling. A building or one or more portions thereof occupied or intended to be occupied for residential purposes; but not including rooms in motels, hotels, nursing homes, boarding houses, tents, and recreational vehicles.

Dwelling Unit. A residential building or portion thereof intended for occupancy by a family, but not including hotels, motels, nursing homes, seasonal cabins, boarding or rooming houses, tourist homes, or trailers.

Dwelling, single-family. A building or portion thereof containing one dwelling unit. For purposes of this article, a single-family dwelling includes a free-standing single family residence, a single dwelling in a cooperative, an individual condominium or townhouse, a single dwelling unit in a non-residential structure or a dwelling unit offered for rent in a duplex in which the owner occupies the other dwelling unit.

Dwelling, two-family. A building containing two dwelling units.

Efficiency. A dwelling unit containing only one habitable room plus private bathroom facilities within the unit.

Family. A person living alone or any of the following groups, provided that the members of the group live together within a single dwelling unit and do not exceed the maximum occupancy limits of the city code and/or state building code:

- (a) An individual plus one or more persons related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship, including foster children and bona fide domestic servants employed on a full-time basis by the family in the dwelling unit; or
- (b) Two unrelated people and any children related to either of them; or
- (c) One or more persons occupying a premises, subject to a limit of not more than four unrelated persons 18 years of age or older provided that the occupants reside permanently on the premises for thirty (30) days or longer; or

(d) Group residential facilities having six or fewer residents licensed by the Minnesota Department of Human Services or the Minnesota Department of Corrections.

Lease. An oral or written, formal or informal, agreement between a dwelling unit owner and a tenant for temporary use of a rental dwelling unit, usually in exchange for payment of rent.

Long Term Rental. A dwelling unit, or a portion of a dwelling unit, rented for a period of thirty (30) days or longer.

Occupant. A person who lives or sleeps in a dwelling unit.

Owner Any person, agent, operator, firm or corporation having a legal or equitable interest in the property or the rental dwelling unit; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property or rental dwelling unit, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court, or any person representing the actual owner or holding a valid rental registration permit from the city.

Rent. To permit occupancy of a dwelling unit by a person other than the legal Owner thereof, pursuant to a written or unwritten agreement, whether or not a fee is required by the agreement.

Rental Dwelling Unit. A dwelling unit that has been rented for a period of thirty (30) days or longer.

Rental license. The formal approval by the city to an owner to rent a dwelling unit.

Short Term Rental A dwelling unit, or a portion of a dwelling unit, rented for a period of less than thirty (30) days.

Short Term Rental Host. Any person who is the owner or tenant of a dwelling unit, or portion thereof who provides a dwelling unit, or portion thereof, for short-term rental use.

Sleeping room. Any room or rooms used or intended to be used by a tenant for sleeping purposes with or without meals and not licensed by the Minnesota Department of Health.

Tenant. A person who occupies a rental dwelling.

Townhouse. A single-family dwelling constructed in a group of dwellings attached to each other and where each dwelling unit extends from the foundation to the roof and is separated from other dwelling units by property lines.

DIVISION 3. - RENTAL HOUSING LICENSING – GENERAL LICENSING PROVISIONS

Section 12-252. General Licensing Provisions for all single- and two-family dwellings.

- (a) **License Required.** No person shall rent a single-family dwelling, two-family dwelling, or townhouse regardless of the zoning district, to another for occupancy unless the City has first issued a rental license .
- (b) **License Application.** The Owner of a dwelling unit may submit an application for a rental license on forms provided by the City Administrator or official designee. A person who has been issued a rental license shall give notice, in writing, to the City Administrator, within five (5) business days of any change in the information contained on the license application.
- (c) **License Fees.** Licensing fees shall be prescribed, from time to time, by Council Ordinance, and maintained on file in the office of the City Administrator. The required fees shall be submitted along with the application for a new or renewal license. Applications for a renewal license submitted after the license term expiration are subject to a penalty fee.
- (d) **License Terms.** All rental dwelling units must be licensed before being let, in whole or in part; provided, however, that all rental dwelling units that are leased and occupied by tenants as of the effective date of this ordinance shall be licensed no later than December 31, 2020. The first license assigned to a rental dwelling unit will be a 2-year term. Upon first renewal, the term length shall be determined by the Building Official based on condition of the rental dwelling unit and the city's Tiered Rental Housing Inspection Program. Licenses will expire at midnight on December 31 of the assigned year. Licenses must be renewed at least 30 days prior to the expiration of the current license. Any unlicensed rental dwelling units are subject to penalties as provided in this article or elsewhere in state or local law.
- (e) **License Issuance.** Assuming that all other requirements of this article are satisfied, the City shall issue a rental license if real estate taxes and municipal utility bills for the dwelling unit have been paid, and the City has no record of unresolved complaints regarding the property subject to the rental license.
- (f) **Inspection Required.** Before a property can be issued a license, an inspection by the Building Official is required. The property must be found in compliance with all applicable zoning ordinances, building codes, fire codes, and the International Property Maintenance Code (IPMC) before a license is issued. Once the initial inspection is completed, no further annual inspection is required under this article unless a violation has occurred in the previous year or a change in ownership has occurred.
- (g) **Renewal of License.** A Licensee may continue to rent a dwelling unit after the expiration date of the rental license provided that the Owner has filed with the City Administrator, on or before the expiration date, the appropriate renewal license application and license fee, and provided that the City has no record of unresolved complaints regarding the property subject to the rental license.
- (h) **Transfer of License.** A rental license shall not be transferable to another person, entity, or to another dwelling unit. Any changes occurring in the ownership of a rental dwelling unit(s) require a new license and inspection. The new owner must obtain a new license within 30 days of acquiring the property if continuing to operate a rental dwelling unit thereon. If any changes occur in any information required on the license application, the Owner must submit an amended license application to the City within 30 days of the change. If any rental dwelling units are added to a current license, the license must be amended and the Licensee must pay

the additional fee required for the additional units.

DIVISION 4 - RENTAL HOUSING LICENSING – CONDITIONS OF LICENSE

Section 12-253. Conditions of rental property licenses. Dwelling unit rental licenses shall be issued subject to the following conditions:

(a) **Tenant Register.** The Owner shall keep or cause to be kept, a current register of occupancy for each dwelling unit which shall be made available for viewing or copying by the City Administrator as requested. Said register shall provide, at a minimum, the following information:

(1) Address of dwelling unit

(2) Number of sleeping rooms in dwelling unit

(3) Number of adults and children (under 18 years of age) currently occupying the dwelling unit.

(b) **Conduct on License Premises.**

(1). **Disorderly Conduct.** It is the responsibility of the Owner to see that persons occupying the licensed premises conduct themselves in such a manner so as not to cause the premises to be disorderly or constitute a nuisance.

DIVISION 5 – RESTRICTIONS.

Section 12-254.

(a) The following acts are prohibited:

(1) Short-term rentals, regardless of zoning district, except for commercially-zoned hotels and motels.

(2) The operation of a “bed and breakfast” business, regardless of zoning district, except for commercially-zoned hotels and motels.

DIVISION 6 – REVOCATION; SUSPENSION; DENIAL

Section 12- 255.

(a) The City Council may revoke, suspend, deny or decline to renew any license issued under this article by following the process contained in this section. In buildings containing more than one rental dwelling unit, the revocation, suspension, denial or declination may apply to one or more rental dwelling units at the reasonable discretion of the City Council. The basis for such revocation, suspension, denial or non-renewal may include, but shall not be limited to, any of the following circumstances:

- (1) The license was procured by misrepresentation of material facts with regard to the rental dwelling unit or the ownership of the rental dwelling unit.
 - (2) The applicant or one acting in his/her behalf made oral or written misstatements accompanying the application.
 - (3) The applicant has failed to comply with any condition set forth in any other permits granted by the city.
 - (4) The activities of the Owner create or have created a danger to the public health, safety or welfare.
 - (5) The rental dwelling unit contains conditions that might injure or endanger the safety, health or welfare of any member of the public.
 - (6) Failure to pay any application fee or reinstatement fee required by this article.
 - (7) Failure to correct any code violations in the time period specified in the notice of violation.
 - (8) Any violation of this article or any other state or local law related to the rental dwelling unit(s).
 - (9) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the license.
- (b) Fines. In lieu of or in addition to revoking or suspending a license for violations of this article, the City, in its sole discretion, may impose a civil fine pursuant to and in accordance with Spring Park City Code, section 1-14.
- (c) Notification. The City shall notify the Owner or the Owner's agent in writing of the basis for a revocation, suspension, denial or non-renewal and the date upon which the City Council will review a recommendation to revoke, suspend, deny, or not renew the license. The notice required by this section shall be mailed to the Owner or the Owner's agent at least 10 days before the City Council hearing. Service shall be deemed sufficient if the notice is sent to the Owner or the Owner's agent by first class mail at the address provided in the license application.
- (d) Hearing. The Owner or the Owner's agent shall be given an opportunity to be heard during the City Council hearing. The City Council shall hear all relevant evidence and arguments and shall review all statements, documents, and other evidence submitted.
- (e) Decision. The City Council shall make findings based on the evidence presented and shall make a decision on the recommendation to revoke, suspend, deny, or not renew a license based on the findings. The City Council shall issue a written decision within 30 days following the date of the hearing and shall notify the Owner of the decision by first class mail. The decision shall specify the rental dwelling unit or units to which it applies. Thereafter, and until a license is reissued or reinstated, no rental dwelling units that have had their rental license

revoked, suspended, denied, or non-renewed may be let or occupied by tenants. Revocation, suspension, denial, or non-renewal of a license shall not excuse the owner from compliance with all terms of this article for as long as any rental dwelling units in the building are occupied.

- (f) Permit Process after Revocation, Suspension, Denial or Renewal Declination. After the City Council revokes, suspends, denies or declines to renew a license, no license will be issued for the affected rental dwelling unit(s) until the City determines that the applicant/owner has remedied the conditions identified by the City Council as the basis for its action. An application to obtain a license for a rental dwelling unit after the City Council has revoked, suspended, denied or declined to renew a license for the same rental dwelling unit(s) must be accompanied by all fees required by this article.

Sec. 12-257. – Effect of Revocation, Suspension, Denial or Non-Renewal.

If a license is revoked, suspended, denied or not renewed by the City Council, it shall be unlawful for the Owner or the Owner’s agent to thereafter permit the occupancy of the then vacant or, thereafter vacated, rental dwelling unit(s), until such time as a valid rental license is obtained for the rental dwelling unit(s). Issuance of a new license after revocation, suspension, denial or non-renewal shall be made in the manner provided for in this article.

DIVISION 8 - LIABILITY.

Section 12-258. No Warranty by City. By enacting and undertaking to enforce this code, the City, City Council, its agents, and/or employees do not warrant or guaranty the safety, fitness or suitability of any dwelling in the city. Owners and tenants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

Section 12-259. Liability. Neither the City nor its employees or agents shall be deemed liable for damages to a third person or property by reason of this article.

THIS AMENDMENT SHALL BE IN FULL FORCE AND EFFECTIVE IMMEDIATELY FOLLOWING ITS PASSAGE AND PUBLICATION

Approved by the Spring Park City Council the _____, 2020.

Jerome Rockvam, Mayor

ATTEST:

DRAFT