

## **CHAPTER 156.058 SHORT TERM RENTALS**

### **Purpose:**

(A) The City finds that short-term rentals located in residential zoning districts constitute commercial use of residential property which is inconsistent with the residential nature of the zoning districts; therefore, in order to protect the residential character of the City's residential districts, the City determines that it is appropriate to regulate short-term rentals by conditional use permit

### **Definition:**

**SHORT-TERM RENTAL:** A dwelling unit or a portion of a dwelling unit rented for a period of less than thirty (30) days.

### **Permit Required:**

(A) No owner of a short-term rental located within a residential zoning district shall rent, offer for rent, or advertise for rent to another person without first obtaining a conditional use permit in accordance with Section 156.055. In addition to the conditional use permit, all short-term rental dwellings will be subject to inspection by the Building Official or Building Inspector.

### **Generally:**

(A) The following are applicable to all short-term rental dwellings:

1. The owner shall reside in the dwelling when not rented.
2. Off-street parking shall be provided to the renters.
3. The dwelling shall not be used for commercial events or receptions such as weddings, reunions or parties.
4. The dwelling shall be rented for a period of less than thirty (30) days.
5. Short-term rentals are not subject to the rental density provisions.
6. Recreational vehicles (RV's), campers, tents or travel trailers shall not be used for short-term rental purposes.
7. No sign identifying a short-term rental is permitted.
8. No short-term dwelling shall be occupied until a certificate of occupancy has been issued.

### **Violation:**

(A) Separate offenses. Each day a violation of this chapter is committed or permitted to

continue shall constitute a separate offense and shall be punishable as under this section.

(B) Misdemeanor. Violation of this chapter shall constitute a misdemeanor punishable by a fine of up to \$1,000 or imprisonment for up to 90 days.



**REQUEST FOR PROPOSALS FOR OUTBUILDING SALE AND RELOCATION**  
**SUBMISSION DEADLINE: APRIL 7, 2015**

**1.0 Introduction and Background**

The City is seeking proposals from qualified individuals for the sale and relocation of a detached 2 story garage located at 233 Wheeler Avenue.

**2.0 Scope of Service**

The Interested parties must offer a purchase price for the 2 story garage and relocate the garage within 45 days of being awarded the proposal. Include with your proposal a specific timeline for the removal of the 2 story garage located at 233 Wheeler Ave.

Upon contract signing, the successful proposer(s) shall become liable for all costs including, but not limited to, the following; garage moving (including any and all permits) and any liability associated with the relocation of buildings from the City's property. [DEED] The City of North Mankato will be responsible for all site restoration work.

Description of structure as follows;

233 Wheeler Ave—Red Garage

- Detached 2 Story Garage
- 900 Square Feet
- Year Built: 2006

The described property is sold "As-Is" without any warranties, express or implied, as to the condition of such property.

**3.0 Contact Information**

Michael Fischer  
City of North Mankato  
(507) 625-4141  
[michaelf@northmankato.com](mailto:michaelf@northmankato.com)

**4.0 Closing Date**

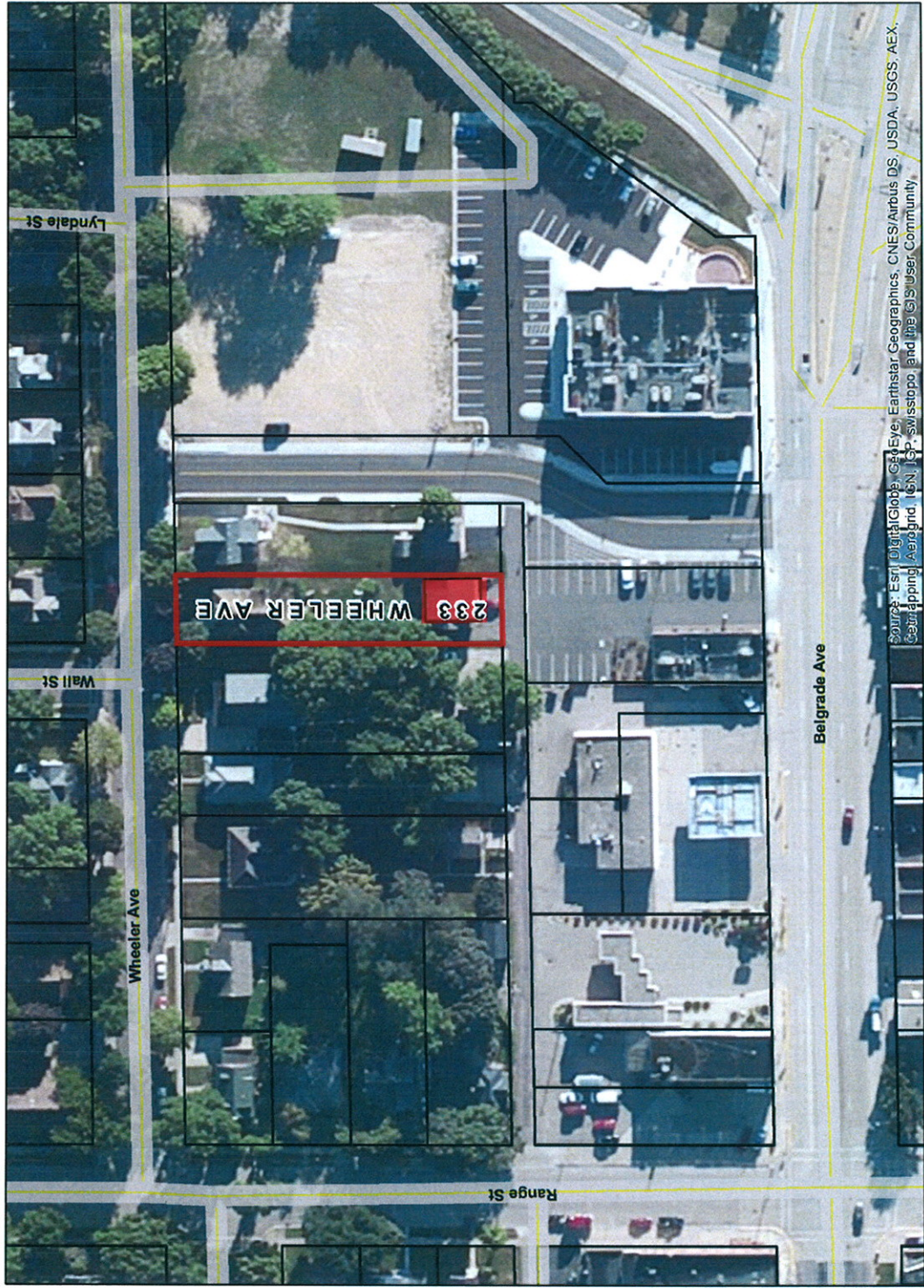
The City of North Mankato will accept proposals until 10:00 a.m. April 7<sup>th</sup> 2015.

**5.0 Proposal Submittal:**

Proposals shall be submitted in an opaque envelope addressed as follows:

WHEELER GARAGE PROPOSAL  
ATTN: APRIL VAN GENDEREN  
1001 BELGRADE AVENUE  
NORTH MANKATO, MN 56003





0 10 20 40 60 80 Meters

Projection: NAD 83 UTM Harn Adj Nicollet Feet

**CITY OF NORTH MANKATO PROPOSAL FORM**

**SALE & RELOCATION OF RED GARAGE**

**Proposals Due:** April 7, 2015

**Mail Proposals to:** See section 5.0

**Purchase & Relocation Price of 233 Wheeler Red Garage**

Purchase Price \$ \_\_\_\_\_

If awarded the RFP I will have the structure moved by \_\_\_\_\_.

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

# MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Rental Density Advisory Committee

DATE: April 19, 2018

SUBJECT: Final Recommendations

## **Background**

In September of 2016, the North Mankato City Council approved amendments to the Rental Property Licensing Code including a 10% rental density limitation in R-A, R-1, R-1S and R-2 zoning districts. The rental density amendments were consistent with Comprehensive Plan Policy 2.1.5 "Consider a policy that permits a limited number of rental units in a specified area to minimize turnover of owner-occupied single family homes to rental units within established neighborhoods".

In October of 2016, the City Council adopted a resolution creating a Rental Density Advisory Group to provide feedback to the City Council on the effectiveness of the revisions to the Rental Licensing Code to ensure rental density limits achieve the best living environment possible for both homeowners and renters. Membership was comprised of six members that included two property owners, one renter, one landlord, one rental management professional, and one realtor. All of which were citizens of North Mankato.

The purpose is the Rental Density Advisory Group was to advise the City Administrator, Community Development Director, Chief of Police and City Council regarding the goals and objectives of the Comprehensive Plan and the Rental Density Study as they relate specifically to maintaining residential properties to a high standard while encouraging redevelopment opportunities and as to how the revisions of Chapter 151 of the City Code adopted in 2016 are ensuring rental density limits achieve the best living environment possible for both homeowners and renters. In addition, the Rental Density Advisory Group should review proposed changes to the enforcement standards for rental properties.

## **Process**

The Rental Density Advisory Committee met on the following dates to have meaningful discussions regarding revisions to the Rental Property Licensing Code:

November 17, 2016  
January 23, 2017  
March 27, 2017  
June 26, 2017  
August 14, 2017  
April 18, 2018

As part of the process, the Committee reviewed and discussed:

- The 2016 amendments to the Rental Licensing Code
- Past rental strikes and police calls
- The Rental Density Study
- Citizen comments from engagement sessions and public hearings
- Comprehensive Plan policies
- Citizen response to the code changes since adopted
- Rental inspection process
- Rental licensing fees
- Rental housing trends
- Off-street parking requirements
- Lease agreements and tenant screening

#### **Comments/Recommendations**

After review and deliberation of the topics listed above, the Rental Density Advisory Committee offers the following comments and recommendations:

##### Off-Street Parking

- The Committee reaffirms the off-street parking amendment to the Rental Licensing Code where the number of required off-street parking spaces is based on the square footage of sleeping rooms. The amendment applies to all new rental dwellings licensed after the 2016 code changes.

##### Building Inspections

- Prior to receiving a new rental license, all structures receive a building inspection. Prior to 2009, these inspections did not occur. Staff will begin inspection of all structures licensed prior to 2009 as time allows.
- The inspections department created new guidelines to be used when inspecting rental dwellings, including a number of additional points of safety that will be checked during inspection.
- To address the poor exterior appearance of some rental dwellings, the use of rental strikes should be used to ensure compliance in a timely manner. This would require an ordinance amendment.
- The Committee discussed the potential to use volunteer fire fighters to conduct inspections of rental dwellings.

##### Safety of Rental Structures

Members of the committee expressed concern or attention be given to the safety of dwelling units being offered for rent by landlords in the community. At this time, staff is unaware of any unsafe living conditions currently licensed for rent within the city limits. Typically, these types of discoveries are made when tenants contact City Hall about an unsafe living condition.



- A resource for tenants has been created on the City's website to report unsafe living conditions.
- Building inspectors will begin moving through previously uninspected licensed dwellings to review living conditions
- Should any unsafe living conditions be found, the property owner will be notified by mail of the corrections needed to comply with all State, City and life safety codes. Failure to comply within a reasonable timeline should result in the issuance of a rental strike. This would require an amendment to the Rental Licensing Code

#### Landlord Education

- The Police Chief and Deputy City Clerk will begin an effort whereby all new rental license holders will personally meet to discuss expectations and requirements for renting in North Mankato. After any second rental strike, staff will personally meet with the landlord.
- The Police Department has implemented a landlord alert program where landlords receive emails from the Department about certain Police calls at rental properties. The City of St. Paul has implemented such a program.

#### Rental Density

The group affirms that no more than 10% of the single family lots on any block shall be eligible to obtain a rental license within the R-A, R-1, R-1S and R-2 zoning districts.

#### Rental Licensing Fees

The Committee recommends an increase to the annual rental licensing fee from \$30 per year not to exceed \$45 per year.

In summary, the Committee believes that all amendments to the Rental Licensing Code made by the City Council in 2016, together with increased inspections and landlord education, achieve the best living environment possible for both homeowners and renters.

#### **Implementation to Date**

- Fire Department has begun conducting rental inspections of all rental units
- Inspections department created new guidelines to be used when inspecting rental dwellings
- The City Council approved amendments to the Rental Code whereby rental strikes will be issued for poor exterior maintenance of rental dwellings and failure to address State and local building codes after notification
- Police Chief and Deputy City Clerk began meeting with all new rental license holders regarding rules and regulations for renting in North Mankato
- Police Department implemented a landlord alert program where landlords receive emails or phone calls regarding certain police calls at rental properties
- Annual rental license fee was changed from \$30 per year to \$45 per year



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT IS MADE THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2018, between CITY OF NORTH MANKATO, a municipal corporation (hereinafter referred to as "Grantor") and NATURE VIEW SUBDIVISION, LLC, a Minnesota Limited Liability Company (hereinafter referred to as "Grantee").

1. Consideration and description. In consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is acknowledged, GRANTOR hereby grants, sells and conveys to GRANTEE, its successors and assigns, the following LICENSE in and over land controlled by the GRANTOR in the County of Nicollet, State of Minnesota and described as follows, to-wit:

Use of land described in attached Exhibit A for the purpose of constructing and maintaining an identification sign including all related infrastructure.

2. GRANTEE shall be entitled to construct and maintain an identification sign in a location approved by GRANTOR at its own cost. There shall be no cost to the GRANTOR relating to the construction or maintenance of the sign. Should GRANTOR be required to expend any public funds in responding to any compliance issues such funds shall be reimbursed to GRANTOR by GRANTEE within thirty (30) days of receiving written notification of such disbursements. In addition to maintaining an identification sign, GRANTEE shall be responsible for the maintenance for all of Outlot E, including but not limited to seeding or sodding the property and mowing, weed control, and landscaping the property. GRANTOR may direct the GRANTEE to replace or repair the sign if the appearance or condition of the sign deteriorates in the opinion of the GRANTOR.

3. The initial term of this License shall be one (1) year commencing May 1, 2018 and terminating on April 30, 2019 with one (1) year automatic renewals, unless either party provides written notice one hundred eighty (180) days prior to the last day of the initial term or any renewal term. . GRANTOR shall have the right to terminate this License at any time during the initial term by proving six (6) months written notice to GRANTEE. In the event the License is terminated in such manner the GRANTEE shall remove the identification sign and restore the property to its previous condition. Any costs associated with removing the identification sign shall be 100% the responsibility of the GRANTEE or its successors in interest.

4. GRANTEE will obtain liability insurance in the minimum amount of \$500,000.00 per person and \$1,000,000.00 per incident covering any occurrence connected with the identification sign. The City of North Mankato shall be named as an additional payee.

5. This License shall not be assignable by GRANTEE without written permission of the GRANTOR.

**EXHIBIT A**

Outlot E, Nature View Subdivision No. 2

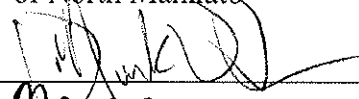
License Agreement  
Page 2 of 2

6. GRANTEE shall not install anything on the property or perform any work on the property with the consent of the GRANTOR. GRANTOR will approve the type and appearance of any sign to be installed on the property.

Dated this 7<sup>th</sup> day of May, 2018.

GRANTOR

City of North Mankato

By:   
Its: Mayor

GRANTEE

Nature View Subdivision, LLC

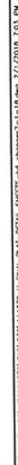
By: \_\_\_\_\_  
Its: \_\_\_\_\_

### Special Assessment Calculation - Outlot E

Total Cost of Street Improvements	\$118,766
40% Assessed	\$47,506
Front Footage (ft)	977
<b>Calculated Assessment per Front Foot</b>	<b>\$48.62</b>
Outlot E Lot Frontage (ft)	116.71
<b>Calculated Assessment</b>	<b>\$5,675.00</b>



## NATURE VIEW SUBDIVISION NO. 2



FINAL PLAT  
FINAL REVIEW  
PENDING (02-01-2018)

SHEET 2 OF 2

THIS PLAY PREPARED BY BOLTON & MENK, INC.