

# City of Whalan

Regular Meeting Agenda  
Monday, February 13, 2023  
5:00 p.m.  
Whalan Town Hall and Zoom

## Join Zoom Meeting

<https://us02web.zoom.us/j/83528756249>

Dial by your location: 1 312 626 6799 US (Chicago), 1 646 876 9923 US (New York)  
1 301 715 8592 US (Washington DC), Meeting ID: 835 2875 6249

### **Call the Regular Meeting to Order (5:00 p.m.)**

- A. Pledge of Allegiance
- B. Agenda: Additions or Corrections
- C. Approval of minutes:
  - 1. Minutes of the Regular Meeting, January 9, 2023
- D. Treasurer's Report
- E. Welcome to Visitors and Visitor Comments
- F. New Business:
  - a. Ordinance 54.06 Public Utilities Fee Schedule Review
  - b. Ordinance 30.111 Fee Schedule Review
  - c. 2022 Compilation - Smith Schafer Engagement Letter
  - d. Draft Review of Snow Plowing Policy
  - e. Draft Review of Short Term Lodging Ordinance
- G. Continued Business:
  - a. Zoning Board
  - b. Street Light on Bench Street
- H. Miscellaneous:

**Next Meeting:** Monday, March 13, 2023 at 5:00 p.m.

**Adjourn Regular Meeting**

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## Request for City Council Action

Agenda Date: February 13, 2023

Prepared By: Michele Peterson

<b>Approval of the Minutes</b>
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- |  |                     |
|--|---------------------|
|  | Documentation (Y/N) |
| 1 Minutes of the January 9, 2023 Regular Meeting | Y                   |
| Action: Approve the Minutes as presented         | Draft Minutes       |

<b>Treasurers Report</b>
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- |  |                     |
|--|---------------------|
|  | Documentation (Y/N) |
| 1 Review fund balances, account reconciliation, and accounts payable | Y                   |
| Action: Approve the report as presented                              |                     |

<b>New Business</b>
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- |  |                     |
|--|---------------------|
|  | Documentation (Y/N) |
| A Ordinance 54.06 Public Utilities Fee Schedule Review   | Y                   |
| Action: Consider increasing Electric usage rate based on adoption of electric costs approved last month to MIEnergy. Ordinance will need to be posted for one month, and reviewed for a vote in March. No action to be taken this month.                                     | Draft of Ordinance  |
| <br>   |                     |
| B Ordinance 30.111 Fee Schedule Review   | Y                   |
| Action: Consider the amount that should be charged for annual short term lodging permits, currently the amount is \$15 per year. Ordinance will need to be posted for one month, and reviewed for a vote in March. No action to be taken, only suggestion for permit amount. | Draft of Ordinance  |
| <br>   |                     |
| C 2022 Compilation - Smith Schafer Engagement Letter   | Y                   |
| Action: Review and consider approving engaging with Smith Schafer for the annual review. Action to approve agreement.  | Engagement Letter   |
| <br>   |                     |
| D Draft Review of Snow Plowing Policy  | Y                   |
| Action: Review of policy, offer amendments. No action to be taken until March.   | Draft Policy        |
| <br>   |                     |
| E Draft Review of Short Term Lodging Ordinance   | Y                   |
| Action: Review Draft of Chapter 120, no action to be taken. A hearing will need to be called for the March 13 meeting, with a vote to happen after the hearing in March.   | Ordinance           |

<b>Continued Business</b>
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- |  |                     |
|--|---------------------|
|  | Documentation (Y/N) |
| A Zoning Board   | N                   |
| Action: Attorney O'Koren provided that the current zoning ordinance does limit the number of Council Members that can serve on the Zoning Board to one. The zoning commission will review the options and make a recommendation to the Council how they would like to move forward. No action to be taken. |                     |
| <br>   |                     |
| B Street Light on Bench Street   | N                   |
| Action: MIEnergy was able to locate a shade, and therefore plan to install on the street light to help with the light  |                     |

**Whalan City Council**  
**Regular Meeting**  
**Monday, January 9, 2023**  
**Meeting held at the Whalan Town Hall and via Zoom**

**Present:** Marlys Tuftin, Sheila Higbe, Kim Berekvam, and Thore E. Johnson

**Absent:** Owen Lewis

**Visitors:** Dave Ruberg, Randy Berekvam, Melanie Murphy, David and Laurie Hallum, Barb Jeffers, Jae Julianne , and Ben Ruberg.

**Regular Meeting:**

Mayor Tuftin called the Regular Meeting to order at 5:00 p.m.

- A. The Pledge of Allegiance was recited.**
- B. Agenda:** Member Johnson motioned to approve the agenda with the addition of Street Light to Miscellaneous. Member Higbe seconded the motion. Vote was done by roll-call with all in favor. Motion carried.
- C. Approval of Minutes:** Minutes of the December 12, 2022 Council Meeting were read by Mayor Tuftin. Member Higbe motioned to approve the minutes with a correction to the year for the next meeting as well as the correction of Member Berekvams pay from \$300 to \$250. Member Berekvam seconded the motion. Vote was done by roll-call with all in favor. Motion carried.
- D. Treasurer's Report:** Clerk Peterson provided the treasurer's report. The following are the balances as of 12/31/2022: General Fund \$51,983.77, Court Reimbursement Fund \$14,638.00, Taste of the Trail \$3,130.55, Ballfield Fund \$1,135.06, Beautification Fund \$187.00, American Recovery Act Funding \$7,212.62, Small Cities Assist \$9,657.50, General Capital \$27,388.25, and Electric Fund \$36,380.49. Member Johnson motioned to approve the treasurer's report including the following accounts payable:

<u>Claim No</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Number</u>
Payroll	Payroll Period Ending 12/31/2022	\$585.24	6128
Payroll	Payroll Period Ending 12/31/2022	\$755.15	6131
109231	IRS	\$438.69	Electronic
109232	MN Department of Revenue	\$77.26	Electronic
109233	MN PERA	\$295.68	Electronic
109231	City of Lanesboro	\$257.50	6121
109232	Whalan Museum	\$70.26	6122
109233	Acentek	\$41.01	6123
109235	USPS	\$66.00	6125
109237	MiEnergy	\$3,580.35	6126

109236	Plunkett's Pest Control	\$42.80	6127
109238	Thore Everett Johnson	\$240.00	6129
109234	Nu-Way K&H Cooperative	\$677.29	6130

Member Berekvam seconded the motion. Vote was done by roll-call with all in favor. Motion carried.

**E. Welcome to Visitors and Visitor Comments:**

- a. Jae Julianne: Recently built a house in Whalan and loves the area. Looking to know more about the area and be involved.

**F. New Business:**

- a. **Resolution 2023-05 Accepting Resignation and Declaring a Vacancy of the Mayor Position:** Member Higbe motioned to approve the resolution as read by Clerk Peterson. Member Johnson seconded the motion. Vote was done by roll-call with all in favor, motion carried.
- b. **Mayor Appointment:** Two volunteers offered to fulfill the vacant position. David Hallum noted he wanted to come forward so that Whalan was not without a Mayor. Jae Julianne noted that she takes pride in the community and service to the community. Member Johnson motioned to appoint David Hallum as the Mayor to fulfill the 2023-24 term. Member Higbe seconded the motion. Vote was done by roll-call with all in favor, motion carried.
- c. **Resolution 2023-06 Appointing a Mayor During a Vacancy:** Member Higbe motioned to approve the resolution as read by Clerk Peterson. Member Berekvam seconded the motion. Vote was done by roll-call with all in favor, motion carried.
- d. **Mayor Pro-Tempore Appointment:** Member Higbe motioned to appoint Member Berekvam as Mayor Pro-Tempore. Member Johnson seconded the motion. Vote was done by roll-call with all in favor, motion carried.
- e. **Resolution 2023-01 Designating an Official Depository:** Member Johnson motioned to approve the resolution as presented. Member Higbe seconded the motion. Vote was done by roll-call with all in favor, motion carried.
- f. **Resolution 2023-02 Designating an Official Newspaper:** Member Berekvam motioned to approve the resolution as presented. Member Higbe seconded the motion. Vote was done by roll-call with all in favor, motion carried.
- g. **Resolution 2023-03 Establishing a Mileage Reimbursement Rate:** Member Higbe motioned to approve the resolution as presented. Member Berekvam seconded the motion. Vote was done by roll-call with all in favor. Motion carried.
- h. **Resolution 2023-04 Authorizing Signature for City Accounts:** Member Johnson motioned to approve the resolution as presented. Member Higbe seconded the motion. Vote was done by roll-call with all in favor. Motion carried.
- i. **MIEnergy Wholesale Power Agreement:** Members reviewed the purchase power contract from MiEnergy. It was noted that payments on utility accounts are monitored for past due, currently there is only one past due account. Member Berekvam motioned

to approve the agreement as presented. Member Johnson seconded the motion. Vote was done by roll-call with all in favor. Motion carried.

**G. Continued Business:**

- a. Town Hall Siding:** Members reviewed the quotes previously received for siding repair and replacement. A suggestion was made to have repairs completed by volunteers. Member Higbe motioned to table the discussion. Member Johnson seconded the motion. Vote was done by roll-call with all in favor. Motion carried.
- b. Zoning Board:** Member Johnson motioned to appoint Jae Julianne to the board. Member Higbe seconded the motion. Vote was done by roll-call with all in favor. Motion carried. Clerk Peterson will verify if it is allowable to have two Council members on the Zoning Board.
- c. Annual Rural Board Meeting:** The Annual Rural Board Meeting will be held Monday, February 13, 2023 at 7:00 p.m. in Lanesboro. Representatives from Whalan will need to be in attendance.

**Next Meeting: Monday, February 13, 2023 at 5:00 p.m.**

**ADJOURN:** Member Berekvam moved to adjourn at 5:47 p.m. Motion seconded by Member Higbe. Vote was done by roll-call with all in favor. Motion carried.

Respectfully Submitted,  
Michele Peterson  
City Clerk/Treasurer

**54.06 2023 Public Utilities Fee Schedule**

All fees payable to the City, by reason of this Code, shall be governed by this Chapter; except that if any Code Chapter or State law provides for or requires the payment of a fee to the City and this Chapter makes no reference thereto, then such other Code Chapter or law shall govern; and fees shall be due and payable in full at the time specified in the applicable Code Chapter or State law, and if no such time is provided, fees shall be due and payable upon demand of the City Clerk or other authorized City Officer. The City Council of the City of Whalan, Minnesota, ordains fees for Utility Services are listed below and shall be as follows:

<u>Type of Fee</u>	<u>Fee Amount</u>
<b>Electric</b>	
Electric Connection	
Residential Base monthly	\$30.00
Cedar Valley Resort	\$50.00
Block Well Basic Service	\$13.00
Electric usage per kWh	<del>\$0.1210</del> \$0.1234
Dual Fuel Meter	\$1.00
<b>Miscellaneous</b>	
Reconnection	
Repairs to Public Streets, Curbs, or Sidewalks due to installation and repairs	
Residential Deposit	
Commercial Deposit	
Past Due Penalty Fee	
NSF Charge	

All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this ordinance.

**30.111 CITY OF WHALAN FEE SCHEDULE**

WHEREAS, all fees payable to the City, by reason of this Code, shall be governed by this Chapter; except that if any Code Chapter or State law provides for or requires the payment of a fee to the City and this Chapter makes no reference thereto, then such other Code Chapter or law shall govern; and

WHEREAS, all fees shall be due and payable in full at the time specified in the applicable Code Chapter or State law, and if no such time is provided, fees shall be due and payable upon demand of the City Clerk or other authorized City Officer.

NOW THEREFORE, the City Council of the City of Whalan, Minnesota, ordains fees for Services are listed below and shall be as follows:

<u>Type of Fee</u>	<u>Fee Amount</u>
<b>Park</b>	
Town Hall for Resident	\$50.00
Town Hall for Non-Resident	\$100.00
Key Deposit	\$150.00
Security Deposit	\$150.00
<b>Planning &amp; Zoning</b>	
Variance	\$100.00
Conditional Use Application	\$100.00
Rezoning Application	\$250.00
Subdivision (5 or less)	\$500.00
Subdivision (Each over 5)	\$100.00
Preliminary Plot	\$500.00
Final Plot	\$500.00
Street Vacation	\$200.00
<b>Building Permits:</b>	
New Homes, Home Additions, Porches, Decks, Attached Garages, Homes moved in, Mobile Homes, Manufactured Homes	\$7.50 / 100 Square feet of living space
All other structures	\$5.00 / 100 Square feet
Minimum Charge	\$8.00
<b>Miscellaneous</b>	
Repairs to Public Streets, Curbs, or Sidewalks due to installation and repairs	\$350.00 in addition to Market Rate per square foot
Business License – Annual	\$15.00

Short Term Lodging Permit	
Tobacco License – Annual	\$60.00
3.2 Off Sale – Annual	\$10.00
3.2 On-Sale – Annual	\$50.00
Wine License – Annual	\$250.00
On-Sale – Annual	\$1,350.00
Club on Sale – Annual	\$250.00
Off Sale – Annual	\$100.00
Sunday Sale – Annual	\$100.00
Copies	\$.10/page
Research Fees	\$20.00/hour
NSF Charge	\$20.00

All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this ordinance.



January 23, 2023

To the Honorable Mayor &  
Members of the City Council  
**City of Whalan**  
202 Parkway Avenue S PO Box 7  
Lanesboro, Minnesota 55949

You have requested that we prepare the financial statements of City of Whalan, which comprise the annual statements of cash receipts, disbursements, and balance sheet for the year ended December 31, 2022, and perform a compilation engagement with respect to those financial statements. These financial statements will not include the related notes to the financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

In addition, the document we submit to you will include:

1. Assist your bookkeeper in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.
2. Other general consultation as requested by the City from time to time.

We will compile the supplementary information, but we will not audit or review such information, nor express an opinion, a conclusion, or provide any assurance on it.

#### **Our Responsibilities**

The objective of our engagement is to:

- a. Prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

#### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting.

**Your Responsibilities (Continued)**

You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the entity complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the compilation engagement.
- g. To provide us with:
  - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - ii. Additional information that we may request from you for the purpose of the compilation engagement.
  - iii. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

**Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

Our report will disclose that the financial statements are prepared in accordance with the income tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

**Other Relevant Information**

As part of our engagement, we will also:

- Recommend bookkeeping adjusting journal entries
- Prepare the financial statements
- Assist City in documenting their procedures related to implementation of GASB 87, Leases
- Provide general business consultation as requested by you from time to time

With respect to any nonattest services we perform:

- We will not assume management responsibilities on behalf of City of Whalan. However, we will provide advice and recommendations to assist management of City of Whalan in performing its responsibilities.
- City of Whalan's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

**Other Relevant Information (Continued)**

- Our responsibilities and limitations of the engagement are as follows:
  - We will perform the services in accordance with applicable professional standards
  - This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Andrew Forliti is the engagement principal for the services specified in this letter. Their responsibilities include supervising Smith, Schafer & Associates, LTD's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the accountant's report.

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

To ensure that Smith, Schafer & Associates, LTD's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within Olmsted County, Minnesota, by a mutually agreed upon mediator, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Minnesota law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer & Associates, LTD does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon expiration of the seven-year period Smith, Schafer & Associates, LTD shall be free to destroy our records related to this engagement.

We estimate that our fees for these services will not exceed \$1,900 for the compilation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

**Other Relevant Information (Continued)**

We look forward to a continued relationship with your organization, and we are available to discuss the contents of this letter or other professional services you may desire. If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.

Respectfully,



Andrew Forliti, CPA  
SMITH, SCHAFFER & ASSOCIATES, LTD  
Principal

**RESPONSE:**

This letter correctly sets forth the understanding of City of Whalan.

Acknowledged and agreed on behalf of City of Whalan by:

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

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

# City of Whalan, Minnesota

## Snowplowing Policy

### 1. Introduction

The city of Whalan, Minnesota, finds that it is in the best interest of the residents of the city to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The city will attempt to provide such control in a safe and cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees, equipment and/or private contractors to provide this service. This policy does not relieve the operator of private vehicles, pedestrians, property owners, residents and all others that may be using public streets, of their responsibility to act in a reasonable, prudent and cautious manner, given the prevailing street conditions.

### 2. When Will the City Start Snow or Ice Control Operations?

The Public Works Staff will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Snow accumulation of three (3) inches or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snowfall of less than three (3) inches.

### 3. How Snow will be Plowed

Snow will be plowed in a manner so as to minimize traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right on two-way streets. On one-way streets or where there is a center boulevard, snow may be pushed in either direction. The discharge shall go onto the boulevard area of the street. Snow on cul-de-sacs will normally be plowed to the center in an attempt to provide the largest turning radius possible for emergency vehicle ingress and egress. When a plow goes on a bridge, the driver shall slow down so snow does not go over the bridge, if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

### 4. Snow Removal

The Public Works Staff will determine if and when snow will be removed from the area by truck. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

### 5. Priorities and Schedule of Streets to be Plowed

The city has classified city streets based on the street function, traffic volume and importance to the welfare of the community. Those streets classified as "Snow Plow Routes" will be plowed first. These are high volume routes, which connect major sections of the city and provide access for emergency fire, police, and medical services. The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

#### **6. Work Schedule for Snowplow Operators**

Snowplow operators will be expected to work their assigned shifts. In severe snow emergencies, operators sometimes have to work longer shifts, but will be paid overtime for hours in excess of 40 per week, or pursuant to any collective bargaining contract language. However, because of budget and safety concerns, no operator shall work more than a twelve-hour shift in any twenty-four-hour period. While work breaks are not guaranteed, generally operators will take breaks in accordance with city policy, provided the breaks do not interfere with city services or operations. In addition, operators will be allowed sufficient time to eat a meal during any shift which is eight or more hours, or as provided in the collective bargaining agreement. After a twelve-hour shift, the operators will be replaced if additional qualified personnel are available.

#### **7. Traffic Regulations**

The city recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while actually engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

#### **8. Weather Conditions**

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of snowplow operators and equipment. Factors that may delay snow and ice control operations include: severe cold, significant winds, and limited visibility.

#### **9. Use of Sand, Salt, and Other Chemicals**

The city will use sand, salt, and other chemicals when there are hazardous ice or slippery conditions. The city is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

#### **10. Sidewalks**

The city will maintain some of the sidewalks in the city. The list of those sidewalks is attached. As there are a limited number of personnel available, the city will only maintain these sidewalks after the streets have been plowed. It is the responsibility of the resident and/or property owner to remove all accumulated snow from all other sidewalks along public streets adjoining their property. This includes any snow plowed from public streets onto the sidewalk.

#### **11. Mailboxes**

Damage to a mailbox is a risk that snowplow operators face during their winter plowing requirements. The city will conduct a review of each mailbox damage claim to determine whether the city has any legal responsibility for the damage and, if so, to replace or provide reimbursement for the mailbox. If the city, in its discretion, determines that reimbursement or replacement is appropriate, the city may:

- 1) At the mailbox owner's request, replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4" x 4", decay resistance wood support post, both which will be installed by the city;
- 2) Provide reimbursement in a reasonable amount for the mailbox and support posts that meet the city's ordinance standards, as well as state and federal requirements for mailbox size, support and placement.

#### **12. Complaint Procedure**

Complaints will be recorded on telephone logs. Calls requiring service will be transferred to a work request and forwarded to the appropriate supervisor for scheduling. Emergency complaints will be handled in an expeditious manner as resources are available.

#### **13. Deviation from Policy**

The Public Works Staff may deviate from this policy when in his or her judgment it is in the best interest of the city or is necessary because of budget needs or other circumstances. Changes in priorities (lasting more than 4 hours) will be documented as to what caused such actions, why the change was necessary, and for how long the change is to be in effect. Those city employees and/or contractors affected will be notified immediately by radio or cell phone of such changes with all communications logged. Information logged will include the time and date of the communication, name of employee contacted, and how they were contacted. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

#### **14. Review and Modification of Policy**

The Public Work Staff shall keep on file all comments and complaints received regarding this policy. The policy will be reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

## **CHAPTER XXX: Short-Term Rentals**

### **XXX.01 - PURPOSE AND SCOPE**

- (A) Purpose
- (B) Scope
- (C) Application to Existing Buildings
- (D) Application to Existing Short-Term Rentals
- (E) Exemptions

### **XXX.02 - DEFINITIONS**

### **XXX.03 - ENFORCEMENT**

- (A) Authority
- (B) Right of Entry
- (C) Responsibilities Defined
- (D) Complaints
- (E) Violations, Penalties, and Cancellation
- (F) Notices and Orders
- (G) Appeals

### **XXX.04 State of Minnesota Department of Health License**

(A) State of Minnesota Department of Health Food, Beverage, and Lodging Establishment License Required for Non-Owner-Occupied Short-Term Rentals

### **XXX.05 Short Term Rental Permit**

- (A) Permit Required for Non-Owner-Occupied Short-Term Rentals
- (B) Issuance
- (C) Limitations
- (D) Validity
- (E) Registration Reserved

### **XXX.06 Short-Term Rental Requirements, Restrictions, and Registration**

- (A) Registration Required
- (B) Registration Eligibility
- (C) Requirements and Restrictions
- (D) Application
- (E) Compliance Affidavit
- (F) Registration Certificate Issuance
- (G) Term, Renewals and Transfers
- (H) Fees
- (I) Payment of Real Estate Taxes, Assessments, and Other Municipal Charges



(J) Residential Conversion Percentage Restriction and Limitation of Non-Owner-Occupied Short-Term Rentals in low-density neighborhoods

**XXX.07 – Miscellaneous Short-Term Rental Operation Requirements and Restrictions**

- (A) Code Compliance
- (B) Maximum Occupancy
- (C) Required Notifications
- (D) Recyclables
- (E) Refuse
- (F) Unused or Discarded Items

## **CHAPTER XXX: SHORT-TERM RENTALS**

### **XXX.01 - PURPOSE AND SCOPE**

(A) Purpose. The purpose of this chapter is to provide minimum standards to safeguard life or limb, health, and public welfare by regulating and controlling the use and occupancy of all buildings and structures within the City of Whalan used for the purpose of Short-Term Rentals. The purpose of this chapter is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

(B) Scope. The provisions of this chapter shall apply to all buildings, structures, enclosures, or any part or parts thereof used, or designed, or intended to be let for human habitation as a Short-Term Rental as defined within this chapter. Registered dwellings in existence at the time of adoption of this chapter may have their existing use or occupancy continued, if such use or occupancy was legal at the time of adoption of this chapter, provided such continued use is not dangerous to life, health, property or public welfare, are not found to be substandard as defined in this chapter and are brought into compliance with this ordinance as outlined in this chapter.

(C) Application to Existing Buildings. Additions, alterations or repairs, shall be done in compliance with the City of Whalan Land Usage Ordinances, Chapters 150, 151, 152, and 153, and the Minnesota State Building, Fire, Plumbing and Mechanical Codes, as well as the National Electric Code (NEC).

(D) Application to Existing Short-Term Rentals. Short-term rentals, as defined in this chapter, that are permitted at the time that this ordinance is adopted, herein referred to as Pre-existing Short-Term Rentals, shall automatically be temporarily registered as a Short-Term Rental and receive a temporary Short-Term Rental Registration Certificate upon adoption of this ordinance. Pre-Existing Non-Owner Occupied Short-Term Rentals shall, also, automatically be granted a Short Term Rental Permit, described in this chapter, that shall remain valid until the temporary registration expires or is cancelled; if the temporary short-term rental registration is converted into an annually renewing Short-Term Rental Registration, as described in this chapter, the automatically granted Short Term Rental Permit shall remain valid until the annually renewing Short-Term Rental Registration expires or is suspended or cancelled as provided in this chapter. A rental's temporary registration status and certificate shall be valid until December 31<sup>st</sup> of the following year, at which point any temporary registrations not converted into annually renewing Short-Term Rental Registrations, as described in this chapter, will be reviewed for cancellation by the Whalan City Council. At its sole discretion, the Whalan City Council may elect to cancel a temporary registration not converted into an annually renewing Short-Term Rental Registration by the aforementioned December 31<sup>st</sup> deadline or to provide additional time for the temporarily registered short-term rental to come into compliance with this ordinance and obtain an

annually renewing Short-Term Rental Registration. Pre-existing Short-Term Rentals may convert a temporary short-term rental registration into an annually renewing Short-Term Rental Registration by coming into compliance with this ordinance prior to December 31<sup>st</sup> of the year following adoption of this ordinance.

### Pre-Existing Non-Owner-Occupied Short Term Rental Compliance Timeline



### Pre-Existing Owner-Occupied Short Term Rental Compliance Timeline



(E) Exemptions. Exempt from this chapter shall be: nursing homes, hotels, motels, resorts, bed and breakfasts, rooming houses, rooming units, residential retreat centers, college and university owned dormitories, and properties inspected by the Department of Housing and Urban Development.

### XXX.02 - DEFINITIONS

Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Words in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

**Accessory Structure, Facility or Dwelling Unit.** Any building, structure, enclosure, improvement, or any part thereof, located on the same lot as the principal use, that

is subordinate to a principal use, and which, because of the nature of its use, can reasonably be located at or greater than normal structure setbacks. Such building, structure, enclosure, improvement, or any part thereof may include above garage apartments, guest homes, and tiny homes less than 400 square feet in total size. Duplexes, multiple family dwellings, tents, trailers, trailer coaches, recreational vehicles or similar are not to be considered as Accessory Structures, Facilities or Dwelling Units.

***Bed and Breakfast.*** A building, structure, enclosure, or any part thereof, other than a hotel or motel, where lodging and breakfast are provided to transient guests by a resident family or host for compensation.

***Dwelling.*** Any building, structure, enclosure, or any part thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent, trailer, trailer coach, recreational vehicle or similar.

***Dwelling Unit.*** Any building, structure, enclosure, or any part thereof designed as short or long-term living quarters for one or more persons, including rental or time-share accommodations, such as motel, hotel and resort rooms, cabins and short-term rentals.

***Hotel or Motel.*** A building, structure, enclosure, or any part thereof used as, maintained as, advertised as, or held out to be a commercial place where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week.

***Let.*** To give the use of a dwelling or dwelling unit by an owner or manager to a tenant in return for rent or other compensation.

***Lot.*** A parcel of land designated by plat, metes and bounds, registered land survey, auditors plot, or other accepted means, and separated from other parcels or portions by that description for the purpose of sale, leave, or separation.

***Lot Line.*** A line of record bounding a lot which divides a lot from another lot, a public street, or any other public or private space.

***Non-Owner-Occupied Short-Term Rental.*** A short-term rental located on a lot where the property owner does not occupy the premises during the rental period.

***Owner.*** A person, firm, or corporation who alone, jointly or with others owns or has an ownership interest in a dwelling or dwelling unit within the city.

***Owner-Occupied Short-Term Rental.*** A short-term rental located on a lot that is owned by and includes the primary residence of a host or a host family. The host or host family shall reside on the lot during any period of guest stay.

**Primary Residence.** The dwelling unit within which a person lives for six months plus one day during a calendar year.

**Recreational Vehicle.** A vehicle designed to be self-propelled or permanently towed by a truck or car and is primarily designed not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Residential Conversion Percentage Restriction.** The percentage of the housing supply that may be converted into and registered as a Non-Owner-Occupied Short-Term Rental.

**Resort.** A building, structure, enclosure, or any part thereof located on, or on property neighboring, any lake, stream, skiing or hunting area, or any recreational area for purposes of providing convenient access thereto, kept, used, maintained, or advertised as, or held out to the public to be a place where sleeping accommodations are furnished to the public, and primarily to those seeking recreation for periods of one day, one week, or longer, and having for rent five or more cottages, rooms, or enclosures.

**Short-term Rental.** A building, structure, enclosure, or any part thereof, other than a hotel, motel, resort, bed and breakfast, or residential retreat center where sleeping accommodations are provided to transient guests for up to 29 consecutive days for compensation.

**Substandard Building.** A building where any condition exists that endangers the life, limb, health, safety or welfare of the public or the occupants thereof.

### **XXX.03 - ENFORCEMENT**

(A) **Authority.** The City Clerk or its authorized representative is hereby authorized and directed to enforce or cause the enforcement of all of the provisions of this chapter. The City Clerk or its authorized representative shall have the power to render interpretations of this chapter. Such interpretations shall be in conformity with the intent and purpose of this chapter.

(B) **Right of Entry.** When it is necessary to make an inspection to enforce or investigate the provisions of this chapter, or when the City Clerk has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this chapter, the City Clerk or its authorized representative may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided that if such building or premises are occupied that credentials be presented to the occupant and entry requested. If such building or premises is unoccupied, the City Clerk or its authorized representative shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry.

If entry is refused, the City Clerk shall have recourse to the remedies provided by law to secure entry.

(C) Responsibilities Defined.

(1) Owners remain liable for violations of duties imposed by this chapter even though an obligation is also imposed on the occupants of the building, and even though the owner has, by agreement, imposed on the occupant the duty of complying with this chapter.

(2) Buildings and structures and parts thereof shall be maintained in a safe, structurally sound, and sanitary condition. The owner or the owner's designated agent shall be responsible for such maintenance.

(3) Owners shall comply with Minnesota Statutes, Chapter 157.15, as it may be amended from time to time, Minnesota Rules, Chapter 4625, as it may be amended from time to time, and any additional regulations imposed by the Minnesota Department of Health required to maintain a Minnesota Department of Health Food, Beverage, and Lodging Establishment License.

(D) Complaints. The City Clerk or its designated representative shall investigate a property and the ordinance compliance status of its current occupants upon receiving a legitimate complaint from a complainant willing to leave their name and address; anonymous complaints shall not be handled. Complainant data shall be kept pursuant to the Minnesota Government Data Practices Act, Minn. Stat. c.13.

(1) Upon investigation and finding a violation pertaining to the operation of the short-term rental, the City Clerk or its designated representative may levy an administrative fine against the registrant as provided for in this chapter.

(2) Upon investigation and finding a violation pertaining to the physical property, the City Clerk or its designated representative shall notify the owner or manager in writing via certified mail to correct the violation and may levy an administrative fine against the registrant as provided for in this chapter.

(3) Upon investigation and finding a violation pertaining to the ordinance compliance status of the property's current occupants, the City Clerk or its designated representative shall notify the owner or manager by phone to remedy the violation, as described in this chapter, and may issue an administrative penalty as provided for in this chapter.

(E) Violations, Penalties, and Cancellation. Except as otherwise provided for in this chapter, Short-Term Rental Registrants and Short-Term Rental Occupants

may be subject to administrative fines for violations of this chapter. A Short Term Rental registration may be suspended or cancelled as prescribed in this chapter. Each day the property, its occupants or the registrant are in violation may result in additional fines or penalties as described within this chapter.

(1) Falsifying a Short-Term Rental Registration Application or Compliance Affidavit. Knowingly falsifying a Short-Term Rental Registration Application or Compliance Affidavit is a misdemeanor and invalidates the application and unit registration. Property Owners convicted of falsifying a Short-Term Rental Registration Application or Compliance Affidavit may not reapply to register the unit for a period of one (1) year from the day of conviction.

(2) Failure to Register. Every person required to register a dwelling or dwelling unit under the provisions of this chapter, and who fails to do so, or who allows the property or unit to be occupied when the registration certificate or right to receive such registration certificate is suspended, cancelled or revoked, shall be guilty of a violation of this Chapter. Each day that a dwelling or dwelling unit is rented out without a valid rental registration certificate on file for that property is a separate violation. Each violation is subject to a \$1,000.00 fine.

(3) Sale or Transference of a Short-Term Rental. When a currently registered Short-Term Rental dwelling or unit is sold or transferred, the Short Term Rental Registration shall be cancelled if the new owner(s) fails/fail to apply to reregister the Short-Term Rental and receive a new Short-Term Rental Registration Certificate within 90 days of the sale being recorded in Fillmore County. Any application after 90 days of the sale being recorded shall be subject to the Residential Conversion Percentage Restriction described within this chapter.

(4) Disuse. Short-Term Rental owners must actively engage in the rental of the Short-Term Rental dwelling or dwelling unit. Upon request, Short-Term Rental owners must provide documentation of, or provide an affidavit attesting to, rental activity for a minimum of twelve (12) nights during the twelve (12) month period prior to the Short-Term Rental registration renewal deadline. Failure to provide this documentation or affidavit upon request shall result in the cancellation of the Short-Term Rental Registration.

(5) Short-Term Rentals found to be Substandard by the Minnesota Department of Health. The owner of a registered Short-Term Rental that is later found to be substandard by the Minnesota Department of Health shall notify the City of Whalan in writing within five (5) business days regarding the substandard status of the Short-Term Rental and shall immediately

discontinue all renting activities upon being notified of the substandard determination by the Minnesota Department of Health.

(a) Registration Suspension. Upon receipt of the written notification regarding the substandard status of a Short-Term Rental, the City of Whalan shall suspend the registration of said Short-Term Rental.

(b) Registration Reinstatement. Following the suspension of a Short-Term Rental Registration, the owner of the unit shall have 120 days to bring the unit into compliance with all Minnesota Department of Health requirements and provide proof of being in good standing with the Minnesota Department of Health. Upon receipt of proof of being in good standing with the Minnesota Department of Health, the City Clerk shall reinstate the suspended registration.

(c) Registration Cancellation. Failure to provide proof of being in good standing with the Minnesota Department of Health within 120 days of registration suspension shall result in the suspended registration being cancelled. No appeals may be brought forth to the City of Whalan regarding registration cancellation due to a substandard building determination made by the Minnesota Department of Health.

(6) Violations of this Chapter and Other City of Whalan Ordinances.

(a) Rolling Violation Limit. If a registrant receives 3 violations within a rolling 12-month period, the City Clerk will recommend that the registration be cancelled to the Whalan City Council, who will then review and act on the recommendation. If a registration is cancelled, the owner of the short-term rental may not reapply to register the unit for a period of one (1) year from the date of cancellation.

(b) Short-Term Rental Operation Violations. Violations of this Chapter and City of Whalan Ordinances pertaining to or relevant to the operation of a short-term rental are subject to administrative fines. At its sole discretion, the City of Whalan may seek injunctive or other forms of relief to obtain compliance with this code if the application of the administrative penalty does not produce a halting of the violation.

(i) Except as otherwise provided for in this section, short-term rental owners found to be in violation of this chapter in the course of operating a short-term rental in the City of Whalan shall be fined \$100.00 for the first offense, \$150.00 for a second offense, and \$200.00 for a third or subsequent offense. Each offense shall count as a single



violation toward the 3 violations limit per rolling 12-month period.

(ii) If the City Clerk or its designated representative is unable to contact the owner or manager of a short-term rental to address ordinance violations committed by the property's current occupants, the registrant shall be fined \$1,000.00 for each occurrence, and each occurrence shall count as a single violation toward the 3 violations limit per rolling 12-month period.

(c) Short-Term Rental Property Maintenance Violations. Violations pertaining to the physical rental property may be subject to administrative fines. Upon investigation and finding a violation pertaining to the physical rental property, the City Clerk or its designated representative shall first notify the owner or manager in writing via certified mail to correct the violation.

(i) Violations pertaining to the physical rental property that are remedied within 30 days of receiving written notice shall not count toward the 3 violation limit per rolling 12-month period and shall not incur a fine.

(ii) If violations pertaining to the physical rental property remain after 30 days of receiving written notice and the registrant fails to demonstrate a good faith effort to remedy said violations, the registrant shall be fined \$150.00 on day 31 and the violation shall count toward the 3 violations limit per rolling 12-month period. After day 31, the registrant shall be fined an additional \$10.00 each day until the violation is remedied or they are able to demonstrate a good faith effort to remedy said violation. Each day the property remains in violation after day 31 shall not count as an additional violation. At its sole discretion, the City of Whalan may seek injunctive or other forms of relief to obtain compliance with this code if the application of the administrative penalty does not produce a halting of the violation.

(d) Transient Guest Ordinance Compliance. Occupants of short-term rentals may be subject to administrative fines for violating the provisions of this Chapter and other City of Whalan Ordinances. Violations committed by a property's current occupants shall not count toward the 3-violation limit per rolling 12-month period. In lieu of directly issuing a fine to the short-term rental occupants, the City of Whalan may elect to levy the fine against the Short-Term Rental registrant.

(i) Upon being made aware of and substantiating an ordinance violation committed by a Transient Guest, the City Clerk or its designated representative shall first contact the property's owner or manager to issue a warning and request that the property's owner or manager bring the property's current occupants into compliance with this or other City of Whalan ordinances. If the City Clerk or its designated representative is unable to reach the property's owner or manager, they may elect, at their sole discretion, to contact the Fillmore County Sheriff to bring the property's current occupants into compliance with this ordinance. Subsequent substantiated violations pertaining to the ordinance compliance status of the same occupants shall result in the occupants being fined. For a second substantiated offense, the occupants of a short-term rental shall be fined \$150.00. Occupants of a short-term rental shall be fined \$500.00 for a third or subsequent substantiated offense thereafter.

(e) Falsely Reporting a Violation of this Ordinance. Falsely reporting a violation of this ordinance is subject to an administrative fine. The penalty for falsely reporting a violation of this ordinance shall be \$100.00 for a first offense, \$300.00 for a second offense, and \$1,000.00 for a third or subsequent offense.

(f) Impact Reduction. Upon receipt of a second substantiated complaint, reasonable request of an adjacent neighbor or at its sole discretion, the Whalan Zoning Commission may impose conditions that will reduce the impacts of the Short-Term Rental property on neighboring properties. Said conditions may include, but are not limited to, fencing or vegetative screening, restricting the maximum number of transient guests, and restricting the maximum number of vehicles, recreational vehicles, and trailers allowed at the property. These conditions may be applied to each new registration application or application to renew an existing registration.

(F) Notices and Orders.

(1) Method of Delivery. Notices and orders regarding violations, application of administrative penalties or changes in registration status shall be sent via certified mail to the registrant or its designated representative. All other notices may be sent via regular mail.

(2) Content of Notices and Orders. All notices and orders shall contain the following:

(a) The street address of the Short-Term Rental.

- (b) A statement regarding the reason for the Notice or Order.
- (c) A statement outlining the actions to be taken, if any, by the City of Whalan and the dates on which said actions will occur.
- (d) A statement outlining the actions required to be taken, if any, by the registrant and the dates by which said actions must occur.

(G) Appeals. Unless otherwise prohibited within this chapter, any person aggrieved by an order, requirement, decision or determination made by the City Clerk pursuant to this chapter may appeal to the Whalan City Council by filing a written appeal with the City Clerk within thirty (30) business days of receiving notice of an order, requirement, decision or determination.

(1) Filing an Appeal. The written appeal must contain the following:

- (a) Names of all appellants participating in the appeal.
- (b) A brief statement setting forth the legal interest of each of the appellants in pertinent the building or the land.
- (c) A brief statement in ordinary and concise language of the specific order, requirement, decision or determination protested, together with any material facts claimed to support the contentions of the appellant.
- (d) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed that the protested order, requirement, decision or determination should be reversed, modified or otherwise set aside.
- (e) The signatures of all parties named as appellants and their official mailing addresses.

(2) Processing an Appeal. If an appeal is received fourteen (14) or more calendar days prior to the next regularly scheduled Whalan City Council meeting, then the Whalan City Council shall consider the appeal at said meeting. If the appeal is received less than fourteen (14) calendar days prior to the next regularly scheduled Whalan City Council meeting, then the Whalan City Council shall consider the appeal at the regularly scheduled Whalan City Council meeting the following month.

(a) The Whalan City Council shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives. The Whalan City Council may grant continuances for good cause shown.

#### **XXX.04 – State of Minnesota Department of Health License**

(A) State of Minnesota Department of Health Food, Beverage, and Lodging Establishment License Required for Non-Owner-Occupied Short-Term Rentals. All

Non-Owner-Occupied Short-Term Rentals in the City of Whalan shall at all times be licensed by the State of Minnesota Department of Health.

### **XXX.05 – Short Term Rental Permit**

(A) Permit Required for Non-Owner-Occupied Short-Term Rentals. Prior to registering a new Short-Term Rental, Owners of proposed Non-Owner-Occupied Short-Term Rentals must first apply for and receive a Short Term Rental Permit.

(B) Issuance. The City Clerk shall only issue an Short Term Rental Permit for a Non-Owner-Occupied Short-Term Rental if the number of existing Non-Owner-Occupied Short-Term Rental registrations is fewer than the number allowed by the Residential Conversion Percentage Restriction described within this chapter.

(C) Limitations. The Short Term Rental Permit alone does not allow the permit holder to engage in short-term renting. Its issuance is solely intended to aide in the acquisition of a State of Minnesota Department of Health Food, Beverage, and Lodging Establishment License.

(D) Validity. The Non-Owner-Occupied Short-Term Rentals Permit shall remain valid for two (2) years unless the unit is registered and receives a registration certificate within said time frame and as described within this chapter. Upon registration of the Short-Term Rental, the corresponding Non-Owner-Occupied Short-Term Rentals Permit shall remain valid until the Short-Term Rental registration expires or is suspended or cancelled as provided in this chapter.

(E) Registration Reserved. Issuance of a Non-Owner-Occupied Short-Term Rentals Permit does not guarantee the ability to register a Non-Owner-Occupied Short-Term Rental and receive a Non-Owner-Occupied Short Term Rental Registration Certificate. However, issuance of a new Non-Owner-Occupied Short-Term Rental Permit shall have the effect of reserving one of the limited number of Non-Owner-Occupied Short-Term Rental Registrations for the applicant for a period of two (2) years or until the Non-Owner-Occupied Short-Term Rental has been registered, whichever happens first.

### **XXX.06 Short-Term Rental Requirements, Restrictions and Registration**

(A) Registration Required. All dwellings, dwelling units, or other such building or structure governed by this chapter, must at all times be registered with the City of Whalan as a Short Term Rental pursuant to this chapter. Each dwelling unit in which short-term rental operations are conducted is required to be separately registered as a Short-Term Rental. Accessory structures, facilities and dwelling units intended to be let need not be registered separately from the principal dwelling unit. The owner or manager of a structure, in which one or more

dwelling units are let or are intended to be let, shall register said unit(s) prior to letting the unit(s), unless such unit(s) is/are currently registered. An owner or manager of such structure shall not allow occupancy of such until the registration fee has been paid, the unit has been registered with the City of Whalan, and the owner has received a registration certificate.

(B) Registration Eligibility.

(1) Owner-Occupied Short-Term Rental. The City Clerk shall allow an applicant to register a dwelling unit within an Owner-Occupied Short-Term Rental upon receipt of a completed Short-Term Rental Registration Application and signed Compliance Affidavit, as described in this chapter. The number of Owner-Occupied Short-Term Rentals shall not be limited by the Residential Conversion Percentage Restriction described within this chapter.

**New Owner-Occupied Short Term Rental Registration Timeline**



(2) Non-Owner-Occupied Short-Term Rental. The City Clerk shall allow an applicant to register each dwelling, dwelling unit or such other building or structure governed by this chapter as a Non-Owner Occupied Short-Term Rental upon receipt of a completed Short-Term Rental Registration Application and signed Compliance Affidavit, as described in this chapter, and if the number of existing Non-Owner-Occupied Short-Term Rental registrations is fewer than the number allowed by the Residential Conversion Percentage Restriction described within this chapter.

**New Non-Owner-Occupied Short Term Rental Registration Timeline**



(C) Requirements and Restrictions.

(1) Owner Residency and Availability Requirement for Non-Owner-Occupied Short-Term Rentals. Owner or owner's agent must reside within a seventy (70) mile radius from the City of Whalan during the rental period and be available to respond to a complaint and/or the property within ninety (90) minutes of being contacted.

(2) Owner Residency Requirement for Owner-Occupied Short-Term Rentals. Owner must be in residence for the entire length of visitor stay. The parcel on which the short-term rental exists shall be owned by the host and contain the host's primary residence.

(3) Requirements and Restrictions Applicable to All Short-Term Rental Types.

(a) Prohibited Units and Structures. Only units described within this chapter may be let for short-term Rental. Structures used for temporary habitation, such as, but not limited to, tents, recreational vehicles, and icehouses, shall not be let within the City of Whalan. In addition, space for said structures or for camping may not be let.

(i) Substandard Buildings. Buildings or portions thereof that are determined to be substandard by the Minnesota Department of Health shall not be eligible to be registered as a Short-Term Rental in the City of Whalan.

(b) Number of Bedrooms that May be Rented. All Short-Term Rentals must be connected to an approved subsurface sewage treatment system or served by a central sanitary sewer system; the number of bedrooms that may be rented in each Short-Term Rental unit shall be determined and limited by the certified capacity of said unit's septic system less the number of bedrooms occupied by permanent residents.

(c) Parking. At least 1 off street parking space shall be provided for each bedroom offered for short-term rent. A minimum of 2 off street parking spaces per dwelling unit offered for short-term rent shall be provided regardless of the number of bedrooms offered. Required off street parking shall at all times be available to the occupants of the property. Required parking spaces shall not be rented or leased to persons that are not occupants of the property. If the required parking is in a garage, the space shall not be used for storage. All parking surfaces shall be paved or graveled; no cars shall be parked in lawns or other landscaped or vegetative areas.

(d) Liability Insurance Required. The owner of any Short-Term Rental shall maintain liability insurance appropriate to cover the Short-Term Rental use in the aggregate of not less than three hundred thousand dollars (\$300,000.00) or conduct each short-term rental transaction through a short-term rental platform that provides equal or greater coverage.

(D) Application. Each new application and renewal application for Short-Term Rental Registration shall contain the following information:

(1) Owner's name, owner's home address, telephone number, email address, and signature of the owner of the dwelling. In lieu of the owner's signature, the owner may provide a certification authorizing the property manager to execute documents on the owner's behalf. If the owner is a partnership, the name of the partnership, and the name, residence address, and telephone of the managing partner. If the owner is a corporation, the name and address of the corporation, and the name, address, and telephone number of the chief operating officer. Where the term "owner" is used in any part of the city short-term rental code, it shall include all persons as outlined in this section.

(2) Name, mailing address, telephone number, email address, and signature of any agent appointed by the owner to accept service of process and to receive or give receipt for notices.

(3) Name, address, telephone number, email address, and signature of any property manager, operator or agent actively involved in maintenance or management of said dwelling.

(4) Legal street address of the rental dwelling or unit.

(5) A copy of a valid Certificate of Compliance issued on a new septic system installed within the past 5 years or a compliance inspection form from a septic system inspection performed within the past 3 years.

(6) The maximum number of bedrooms that may be rented as determined by the certified capacity of the Short-Term Rental's septic system less those occupied by permanent residents.

(7) State and local sales tax numbers

(8) Minnesota Department of Health License number, if required

(9) Complete details of the kind of units offered for rent, classified as to the type of unit on the application, and the facilities incorporated in such rental units.

(10) A current site plan of suitable scale showing the lot lines, vehicle access to the property including curb cut, location of structures, and the location, dimensions, surface material, and number of all parking spaces.

(11) A certificate of liability insurance demonstrating the coverage required within this chapter or an attestation that all short-term rental transactions will be conducted through a short-term rental platform that provides equal or greater coverage than what is required by this chapter.

(12) An acknowledgment that the applicant has reviewed and understands the provisions of this chapter, intends to abide by the provisions and will include reference to this chapter in any written lease used in renting the property.

(E) Compliance Affidavit. All Short-Term Rental owners shall submit a signed affidavit to the City of Whalan when applying for or renewing a Short-Term Rental Registration attesting to their compliance with the City of Whalan Code of Ordinances, Minnesota Statutes, Chapter 157.15, as it may be amended from time to time, Minnesota Rules, Chapter 4625, as it may be amended from time to time, and any additional regulations imposed by the Minnesota Department of Health required to maintain a Minnesota Department of Health Food, Beverage, and Lodging Establishment License.

(F) Registration Certificate Issuance. Upon registration, the City Clerk shall issue a Short-Term Rental Registration Certificate to the registrant. The registration certificate shall indicate the number of bedrooms for which the dwelling or dwelling unit is approved and shall remain valid until the registration expires under the terms of this chapter or is suspended or cancelled.

(G) Term, Renewals and Transfers. A Short-Term Rental Registration shall remain active for up to one (1) year and shall expire on December 31<sup>st</sup> of each year, unless sooner canceled as provided in this chapter. Renewal applications must be received at least 60 days prior to the expiration of the current registration. A current Minnesota Department of Health Food, Beverage, and Lodging Establishment license shall be required prior to processing a new Short-Term Rental registration or any renewal thereof. Upon sale or transference of a currently registered Short-Term Rental dwelling or unit, the allocated Short-Term Rental registration may be transferred if the new owner(s) applies/apply to reregister the Short-Term Rental within 90 days of the sale being recorded in Fillmore County.

(H) Fees. A Short-Term Rental registration fee as set forth in section 30.111 of the Whalan City Code of Ordinances shall be paid prior to processing a Short-Term Rental registration.

(I) Payment of Real Estate Taxes, Assessments and Other Municipal Charges. Short-term rental registrations will not be processed or renewed if there are unpaid and delinquent municipal charges, assessments or prior years taxes owed on the subject real property, except as authorized by the City Council. During the registration term, the applicant/registrant shall pay all real estate taxes,



assessments, and municipal charges on the subject real property as they become due and payable. Failure by an owner of a registered property to continually pay all real estate taxes, assessments, and municipal charges on the subject real property as they become due and payable throughout the term of the registration constitutes grounds for cancellation or suspension of the Short-Term Rental Registration.

(J) Residential Conversion Percentage Restriction and Limitation of Non-Owner-Occupied Short Term Rentals in low-density neighborhoods. In #CHAPTER XXX PLACEHOLDER 2# districts of the city, no more than thirty (30) percent (rounded up to the nearest whole number) of the existing housing units shall be eligible to be registered as Non-Owner-Occupied Short-Term Rentals, herein in referred to as the Residential Conversion Percentage Restriction. This shall not include Bed and Breakfasts or Owner-Occupied Short-Term Rentals. The base number of housing units shall be determined by the most recent Decennial Census conducted by the United States Census Bureau. In the event that the base number of housing units decreases, existing Non-Owner-Occupied Short-Term Rentals may continue to be registered until disuse or registration cancellation. New Short-Term Rental registrations for Non-Owner-Occupied Short-Term Rentals may only be processed when the number of existing registrations is fewer than the number allowed by calculating thirty (30) percent (rounded up to the nearest whole number) of the number of housing units as determined by the most recent Decennial Census conducted by the United States Census Bureau.

(1) Exceptions. This limitation shall not apply to short-term rental properties that are permitted as of the date of adoption of this ordinance. Short-term rental properties that are permitted as of the date of adoption of this ordinance will be counted among the thirty (30) percent of allowable Non-Owner-Occupied Short-Term Rentals for purposes of determining whether new registrations may be processed.

(2) Exempt Districts. Property located within the following zoning districts is exempt from this rule:

#CHAPTER XXX PLACEHOLDER 3#

(3) Exempt Properties. New dwelling units constructed on lots or parcels which have been vacant for longer than 20 years shall be exempt from being subject to and counting towards the Residential Conversion Percentage Restriction and related calculations if a Short-Term Rental Registration application is submitted and processed prior to the start of construction. In addition, any habitable building kept vacant for longer than 20 years shall be exempt from being subject to and counting towards the Residential Conversion Percentage Restriction and related calculations.

### **XXX.07 – MISCELLANEOUS SHORT-TERM RENTAL OPERATION REQUIREMENTS AND RESTRICTIONS.**

All dwellings and dwelling units let for occupancy to another shall comply with the following requirements:

(A) Code Compliance. New construction, additions, alterations or repairs, shall be done in compliance with the City of Whalan Land Usage Ordinances, Chapters 150, 151, 152, and 153, and the Minnesota State Building, Fire, Plumbing and Mechanical Codes, as well as the National Electric Code (NEC).

(B) Maximum Occupancy. The overnight occupancy of a Short-Term Rental shall be limited to no more than 2 people over the age of 2 years old per each bedroom permitted by the Short-Term Rental Registration Certificate plus one (1) additional persons per short-term rental unit. Children under the age of 2 years old shall not be counted when calculating occupancy.

(C) Required Notifications.

(1) Notifying the City of Whalan. Short-term rental owners shall notify the City of Whalan in writing of any contact information changes within five (5) business days.

(2) Notifying Surrounding Neighbors. Short-term rental owners shall provide the phone number and email address for the owner or the owner's agent to all neighbors within 100 feet of the Short Term Rental's property line. Short-term rental owners shall notify all neighbors within 100 feet of the Short-Term Rental's property line in writing of any contact information changes within five (5) business days.

(3) Notifying Transient Tenants. Short-term rental owners shall make Transient Guests aware of the following in writing:

- (a) Home owner's or owner's agent's Name, Email Address and Phone Number
- (b) Emergency and Non-Emergency contact information for the local Police, Fire, and Ambulance services
- (c) The maximum number of transient guests allowed at the property
- (d) City wide quiet hours of 10:00 pm to 6:00 am.
- (e) City park hours of 7:00 am to 10:00 pm and related use ordinances
- (f) The maximum number of vehicles, recreational vehicles, and trailers allowed at the property and the location where they are to be parked
- (g) City ordinances related to recreational vehicles and their use

- (h) Property rules related to the use of exterior features of the property, such as decks, patios, grills, recreational fires, pools, hot tubs, saunas, and other recreational facilities
- (i) Location of fire extinguishers

(D) Recyclables. The property owner shall provide recyclable materials containers for the property and shall inform the renters about the recycling requirements in the City of Whalan.

(E) Refuse. The property owner or property manager shall provide an adequate number of refuse containers to contain the amount of refuse produced on the property. It shall be the renter's responsibility to place their garbage and refuse in the approved refuse containers provided by the owner. The owner or manager shall be responsible for ensuring that the garbage and refuse is removed from the property at least once every seven days.

(F) Unused or Discarded Items. Discarded, unused and junk appliances, furniture, mattresses and other items shall be immediately removed from the property.