

OFFICIAL CITY COUNCIL PROCEEDINGS
REGULAR SESSION
JULY 1, 2013

A regular session of the Granite Falls City Council was called to order by Mayor David Smiglewski at 7:30 p.m., Monday, July 1st, in the Council Chambers of City Hall. Council Members present: DuWayne Galow, Sarina Otaibi, Steve Nordaune, Steve Schaub, Joe Fagnano and Scott Peterson. Staff present: City Manager Bill Lavin, Finance Director Michael Betker and City Clerk Joan Taylor. Others in attendance included City Attorney Greg Holmstrom, City Engineer Dave Berryman, Veterans Service Officer Michelle Gatz and members of the American Legion, Ron & LeAnn Thull, Tammy Edman, Gary Dalager and Advocate News Editor Scott Tedrick.

MINUTES: M/S NORDAUNE/ SCHAUB TO APPROVE THE MINUTES OF THE JUNE 17th REGULAR MEETING. Motion carried unanimously.

BILLS: M/S NORDAUNE/GALOW TO APPROVE BILLS PRESENTED FOR PAYMENT. Motion carried unanimously.

AMERICAN LEGION: Michelle Gatz and other representatives from the American Legion were in attendance to request the use of Sorlien Park for a dance to be held on Saturday, August 17th from 7:00 p.m. to 11:00 p.m. They also requested the city extend their liquor license temporarily to the area to be blocked off for the dance. Following discussion **M/S NORDAUNE/SCHAUB TO ALLOW THE AMERICAN LEGION THE USE OF SOLIEN PARK AND TO EXTEND ITS LIQUOR LICENSE TEMPORARILY FOR THIS AREA ON SATURDAY, AUGUST 17TH FROM 7:00 P.M. TO 11:00 P.M.** Motion carried unanimously.

The American Legion also requested the use of Sorlien Park on August 3rd within the same area to hold a "Miss Pelican" contest. This request also included the extension of their liquor license for this event. Following discussion **M/S NORDAUNE/GALOW TO APPROVE THE USE OF SORLIEN PARK BY THE AMERICAN LEGION AND TO EXTEND ITS LIQUOR LICENSE TO THE BLOCKED OFF AREA ON SATURDAY, AUGUST 3RD.** Motion carried unanimously.

A question was asked by the members of the American Legion as to what the annual fee for use of Richter Field was used for. It was explained that these funds, also paid by the Baseball Association and the YME School District, were used to offset the cost of field maintenance.

STREET & UTILITY IMPROVEMENTS: City Engineer Berryman was in attendance to update council relative to the 2013 Street and Utility Improvement Programs. He also recommended council consider a Change Order with Quam Construction to include replacement of the 8" sanitary sewer line with a 15" sewer line from 6th Street north of Highway 212 to Granite Street and at the same time replacing the 4"

watermain with an 8" watermain. This work would increase the capacity over 300% to match the capacity to the east and alleviate problems during heavy rains.

Following discussion Galow introduced a resolution and moved its adoption authorizing execution of Change Order No. 1 to the contract with Quam Construction to include the replacement of the sanitary sewer line and watermain between 6th Street and Granite Street just north of Highway 212 at a cost not to exceed \$110,000. The financing for this project would come 50% each from the debt service fund for the 1999 Improvement Project and the 804 Flood Relief Trust Account.

RESOLUTION NO. 13-84

RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO. 1 – QUAM CONSTRUCTION

WHEREAS, pursuant to Resolution No. 13-54 council awarded a bid received from Quam Construction in the amount of \$523,683.50 for the 2013 Utility Improvement Project; and

WHEREAS, it has been recommended that council consider execution of Change Order No. 1 to modify the contract with Quam Construction to include replacement of the 8" sanitary sewer line with a 15" sewer line from 6th Street north of Trunk Highway 212 to Granite Street and at the same time replacing the 4" watermain with an 8" watermain. This work would increase the capacity over 300% to match the capacity to the east and alleviate problems during heavy rains; and

WHEREAS, the cost of replacing the sanitary sewer line and watermain is estimated at \$110,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANITE FALLS, MINNESOTA, authorizing execution of Change Order No. 1 to the contract with Quam Construction to include the replacement of the sanitary sewer line and the watermain from 6th Street to Granite Street just north of Highway 212 at a cost not to exceed \$110,000 with financing for this project to be split equally between funds remaining in the debt service fund for the 1999 Improvement Project and the 804 Flood Relief Trust Account.

Adopted by the City Council this 1st day of July, 2013.

David Smiglewski
Mayor

ATTEST:

Joan M. Taylor
City Clerk

With second by Schaub, the resolution was adopted unanimously.

PUMPING STATION: Council reviewed a proposal submitted by City Engineer Berryman for construction management services at a cost of \$39,300 for the installation of the secondary pumping station to be installed near the intersection of 7th Street and 15th Avenue. Following discussion, Nordaune introduced a resolution and moved its adoption authorizing execution of the Engineering Proposal as presented.

RESOLUTION NO. 13-85

RESOLUTION ACCEPTING PROPOSAL & AUTHORIZING
EXECUTION OF AGREEMENT FOR ENGINEERING SERVICES
RODEBERG & BERRYMAN

WHEREAS, a proposal has been submitted by Rodeberg & Berryman in the amount of \$39,300 to provide construction management services relative to the installation of the secondary pumping station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANITE FALLS, MINNESOTA, accepting the proposal received from Rodeberg & Berryman and authorizing execution of the Engineering Agreement in an amount not to exceed \$39,300 to provide construction management services relative to the secondary pumping station.

Adopted by the City Council this 1st day of July, 2013.

David Smiglewski
Mayor

ATTEST:

Joan M. Taylor
City Clerk

With second by Schaub, the resolution was adopted unanimously.

Following execution of the construction management contract, Nordaune introduced the following resolution and moved its adoption calling for bids for the installation of the secondary pumping station.

RESOLUTION NO. 13-86

RESOLUTION CALLING FOR BIDS FOR INSTALLATION
OF SECONDARY PUMPING STATION

WHEREAS, the city has received \$500,000 in additional funding from the Minnesota Department of Natural Resources to complete the installation of the secondary pumping station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANITE FALLS, MINNESOTA, calling for bids for the installation of the secondary pumping station; said bids to be received until Thursday, July 25th at 1:00 p.m. to be considered by council at its August 5th meeting.

Adopted by the City Council this 1st day of July, 2013.

David Smiglewski
Mayor

ATTEST:

Joan M. Taylor
City Clerk

With second by Galow, the resolution was adopted unanimously.

ORINANCE: City Attorney Holmstrom and residents were in attendance to review with council the proposed housing ordinance. Following discussion M/S NORDAUNE/SHAUB TO HAVE THE SECOND READING OF AN ORDINANCE OF THE CITY OF GRANITE FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 4; TO BECOME EFFECTIVE JANUARY 1, 2014.

ORDINANCE NO. 163, 2ND SERIES

AN ORDINANCE OF THE CITY OF GRANITE FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 4, LAND USE REGULATIONS (ZONING) BY ADDING ORDINANCE NO. 4.24 ENTITLED HOUSING MAINTENANCE CODE, ORDINANCE 4.25 ENTITLED RENTAL DWELLING LICENSING CODE AND AMENDING CITY CODE CHAPTER 6, OTHER BUSINESS REGULATION AND LICENSING, BY ADDING ORDINANCE 6.42 ENTITLED WITHHOLDING APPROVALS AND LICENSES DUE TO DELINQUENCIES OR OTHER DEFAULTS IN OBLIGATIONS DUE CITY, AND ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 4.99, AS TO ORDINANCES 4.24 AND 4.25, AND SECTION 6.99 AS TO ORDINANCE 6.24, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

The City of Granite Falls does ordain as follows:

Section 1. Section 4.24, Housing Maintenance Code, Section 4.25, Rental Dwelling Licensing Code and Section 6.42, WITHHOLDING APPROVALS AND LICENSES DUE TO DELINQUENCIES OR OTHER DEFAULTS IN OBLIGATIONS DUE CITY, are hereby adopted to read as follows:

Section 4.24. Housing Maintenance Code.

Subd. 1. Title. This section may be known, cited and referred to as the City of Granite Falls Housing Maintenance Code or HMC.

Subd. 2. Purpose. The purpose of the HMC is to protect, preserve and promote the public health, safety and the general welfare of the people of the City, to prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings within the City, and to provide, to the extent permitted by state law, for the enforcement of minimum standards for components or systems of residential structures; to provide for the use and location and amount of space for human occupancy; and to preserve the value of land and buildings throughout the City.

Subd. 3. Discrimination and Privacy. The HMC is to be enforced in a nondiscriminatory manner and exclusively for the purpose of promoting public as opposed to private welfare. Except as may be specifically provided herein or incidental to the enforcement hereof, the HMC is not intended to interfere with personal privacy or with private legal rights and liabilities, including, without limitation, landlord/tenant and lessor/lessee relationships, and in enacting and enforcing the HMC, the City neither expressly nor by implication assumes any obligations or liabilities respecting such private rights or disputes, including those which involve or arise out of the nonconformity of any premises in the City to the provisions of the HMC.

Subd. 4. Definitions.

A. For purposes of Section 4.30, the definitions below apply.

a. "Abandonment" unless otherwise defined more strictly within City Code, abandonment means the consequence of ceasing to assert or exercise an interest, right or title to that building or structure, with the intent of never again resuming or reasserting it.

b. "Accessory Structure" means a structure not greater than 1,400 square feet in floor area and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

c. "Adequate" means sufficient.

d. "Basement" means that portion of a building or structure located either totally or partially underground.

e. "Building" means a constructed edifice designed to stand more or less permanently, covering a space of land, designed for occupancy and intended for use in one place.

f. "Common Areas" means halls, corridors, passageways, utility rooms, recreational rooms and extensively landscaped areas in

or adjacent to a multiple dwelling, not under the exclusive control of one person or family.

g. "Component" means a constituent part.

h. "Condominium" means a form of individual ownership within a multifamily building which entails joint responsibility for maintenance and repairs; in the condominium each apartment or townhouse is owned outright by its occupant.

i. "Corrected" means brought into conformance with all applicable standards of the HMC and all other applicable standards of the City Code.

j. "Cooperative Housing" means a multiple family dwelling owned and maintained by the residents: the entire structure and real property is under common ownership as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.

k. "Damage" means injury or harm.

l. "Degradation" means impairment in respect to some physical property, including damage by weakening or loss of some property, quality or capability.

m. "Dilapidation" means a condition of decay or partial ruin.

n. "Disaster" means a sudden or great misfortune.

o. "Dwelling Unit" as defined in Section 9.02 means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

p. "Exclude Dampness" means to shut out moisture.

q. "Exit" means a continuous and unobstructed means of egress to the outdoors and includes intervening doors, doorways, corridors, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts and yards.

r. "Extermination" means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the designated City official, and in the absence of a specifically designated health officer.

s. "Fire Hazard" means a thing or condition that might operate against safety from fire, including a possible source of peril, danger, duress or difficulty, or that tends to create or increase the possibility of loss due to fire.

t. "Garbage" means putrescible animal and vegetable wastes, including those resulting from the handling, preparation, cooking and consumption of food, as well as otherwise defined within the City Code, including Section 6.36, Subd. 1A.

u. "Habitable Room" means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, but excluding bathrooms, water closet compartments, laundries, furnace rooms, pantries, utility rooms, foyers, corridors, stairways, closets, storage spaces, workshops, hobby and recreation areas, and basements lacking required ventilation, required electrical outlets or required exit facilities.

v. "Hazard" means a thing or condition that might operate against safety, including a possible source of peril, danger, duress or difficulty, or that tends to create or increase the possibility of loss.

w. "Health Officer" means the legally designated health officer of the City of Granite Falls or his or her authorized representative.

x. "Hotel or Motel" except as otherwise defined within the City Code, means a building or structure or enclosure, or any part thereof, kept, used as, maintained as or advertised as, or held out to the public to be an enclosure where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week.

y. "Inadequate" means not adequate.

z. "Infestation" means the presence, within or around a dwelling, of any insects, rodents or pests.

aa. "Kitchen" means a space used or intended to be used for food preparation, which contains a sink, adequate space for installing cooking and refrigeration equipment, and space for the storage of cooking utensils.

bb. "Maintenance" means preservation from failure or decline.

cc. "Maintained" means preserved from failure or decline.

dd. "Nuisance" means:

i. A public nuisance which may prove detrimental to children, whether in a building, on the premises of a building or

upon an unoccupied lot. This includes, but is not limited to, the abandonment of any well, cistern, shaft, basement or excavation; the abandonment of any refrigerator or freezer in a hazardous condition; an unlicensed or inoperable motor vehicle; or any lumber, garbage, rubbish, or debris which may become a hazard for inquisitive minors; or

ii. Overcrowding a room or portion of a dwelling with long-term storage so as to prevent upkeep, maintenance or regular housekeeping. A room may be considered overcrowded when storage covers an excessive amount of the floor area of a room, constitutes a potential excessive fire load, prevents access to windows or doors, prevents access to or obstructs mechanical systems or air movement, effectively eliminates use and access to required electrical devices, impedes access and movement of emergency personnel, blocks hallways or limits the operation of doors or provides potential pest harborage.

ee. "Obsolescence" means the process of becoming neglected or the condition of being nearly neglected or worn out.

ff. "Occupant" means any person, over one year of age, (including owner or operator) living, sleeping, cooking, or eating in, or having actual possession of, a dwelling unit or rooming unit.

gg. "Operator or Resident Agent" means the owner or owner's agent who has charge, care, control or management of a building, or part thereof, in which dwelling units or rooming units are let or offered for occupancy.

hh. "Owner" means a person who alone, jointly or severally with others:

i. Shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or,

ii. Shall have charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this ordinance, and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

ii. "Owner-Occupied Dwelling" means a dwelling unit occupied by the property owner, including for purposes of the HMC, a single-family dwelling or the discrete portion of a two-family or multi-family dwelling where the owner resides in one unit.

jj. "Premises" means platted lot(s) or unplatted parcel(s) of land, or any portion thereof, either occupied or unoccupied by any dwelling or non-dwelling structure, including such building, accessory structure or other structure thereon.

kk. "Public Areas" means those areas which are normally open to the general public or the occupants of more than one dwelling unit of a multiple family dwelling.

ll. "Rental Dwelling Or Rental Dwelling Unit" means any dwelling unit not occupied by the primary homestead owner of record. Such a unit may be a single-family dwelling, a separate and independent housekeeping unit within a single-family dwelling, a group home, one unit of a two family dwelling or a portion of a multi-family dwelling, any of which are provided or available for actual or potential occupancy whether occupied or vacant by lease, by use, by rent or for any other good and valuable consideration, excluding the portion of a homestead property occupied by a qualified relative, or residential property seasonally occupied by what is commonly referred to as a "house sitter" while the owner of the property is residing elsewhere for a period not to exceed six (6) months. Manufactured homes that are occupied by the owner of the home do not constitute rental dwelling units even though the underlying lot may be leased by the owner occupant.

mm. "Rodent Harborage" means a place where rodents are living, nesting or seeking shelter, or likely to live, nest or seek shelter.

nn. "Rodent-Proof" means a condition where a structure and all parts thereof are protected from rodent, insect and vermin Infestation by eliminating ingress and egress openings such as cracks in walls and holes in screens. For the purpose of the HMC the term "rodent-proof" shall be construed as though it included "insect-proof" and "vermin-proof."

oo. "Rooming Unit" means a room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

pp. "Rubbish" means non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.

qq. "Safe" means secure from threat of danger, harm or loss, including, but not limited to, the threat of unsafe conditions as defined below.

rr. "Safety" means the condition of being safe.

ss. "Sanitary" means free from or effective in preventing or checking an agent (such as filth or infection) injurious to health.

tt. "Supplied" means paid for, furnished or provided, by or under the control of, the owner or operator.

uu. "System" means a group of devices or artificial objects or an organization forming a network especially for distributing something or serving a common purpose.

vv. "Unsafe" means not safe, and includes, but is not limited to, the following applications:

i. When referring to a building or structure, one that is structurally unsafe or not provided with adequate egress, that constitutes a fire hazard, or that is otherwise dangerous to human life.

ii. When referring to a use of a building or a structure, a use that constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment.

iii.. When referring to parapet walls, cornices, spires, towers, tanks, statuary or other appendages or structural members that are supported by, attached to or a part of a building, one that is in deteriorated condition or otherwise unable to sustain the design loads that are specified in the Guidelines for Rehabilitation of Existing Structures as modified by Minn. R. Chapter.

ww. "Yard" means all ground, lawn, court, walk, driveway or other open space constituting part of the same premises.

B. If a term used herein is not defined herein but is defined in an applicable Minnesota Building Code, that term shall have the meaning as defined in that Code.

C. Terms that are not defined in this ordinance, or as otherwise referred to in other sections of this Code or not defined in an applicable Minnesota Building Code section, shall have their ordinary accepted meanings within the context in which they are used, with reference to the most recent unabridged *Webster=s Dictionary of the English Language*.

Subd. 5. Applicability. A building and its premises used in whole or in part as a residence, or as an accessory structure thereof except rest homes, convalescent homes, nursing homes, hotels, and motels, must conform to the requirements of this ordinance and all other applicable provisions of the City Code. Licensing and inspections of rental dwellings and their premises are governed by Ordinance Section 4.25. Enforcement action, under the HMC, against owner occupied dwellings is limited to violations of Paragraphs (B) through (F) of Subdivision 9. This limit does not apply to rental dwellings, rented portions of dwellings, common areas, or areas that are under the exclusive control of a rental dwelling owner, such as mechanical rooms, storage rooms or vacant rental units. These rental dwellings, portions of dwellings, common areas, areas under the exclusive control of a rental dwelling owner and vacant rental dwelling units, shall comply with this section in its entirety. Condominium and cooperative housing public areas shall be subject to the requirements applicable to rental dwellings if

one or more dwellings in such a building is a rental dwelling. Except as otherwise provided in this subdivision, the HMC establishes minimum standards for erected dwelling units, accessory structures and related premises, which may also be subject to other and additional provisions of City Code.

Subd. 6. General Responsibilities of Owners.

A. The owner of a structure is responsible for ensuring that it meets the applicable provisions of the HMC. The duty to comply with the HMC cannot be transferred to another person. A contract purporting to transfer the duty of compliance with the HMC to another person does not relieve the owner, operator or occupant of any duty imposed by the HMC.

Subd. 7. Smoke and Carbon Monoxide Detection.

A. Definitions.

i. Those terms defined in Minn. Stat. ' 299F.362, Subd. 1, shall also carry those meanings when they appear below in smoke detector regulations.

ii. Those terms defined in Minn. Stat. ' 299F.50 shall also carry those meanings when they appear below in carbon monoxide detector regulations.

iii. For purposes of this subdivision only, the phrases "single-family home" and "single-family dwelling unit" mean a dwelling unit occupied by:

1. A person living alone, or any of the following groups living together as a single non-profit housekeeping unit and sharing common living, sleeping, cooking and eating facilities:

a. Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;

b. Three unrelated people; or

c. Two unrelated people and any children related to either of them.

iv. When inspecting for compliance with this subdivision, City inspectors shall presume that any dwelling with only one dwelling unit is a single-family home and a single-family dwelling unit for purposes of this subdivision and will not inquire regarding the relationships between occupants, but this presumption may be rebutted by information volunteered by an owner or occupant.

B. In Single-Family Homes or Single-Family Dwellings.

i. Single and multiple-station smoke alarms shall be installed in the following locations:

1. In each room used for sleeping purposes.
2. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

3. In each story within a dwelling unit, including basements, but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

ii. Smoke detectors improperly located or mounted may be required to be relocated or remounted.

iii. The dwelling must have an approved and operational carbon monoxide alarm installed within ten feet of each room lawfully used for sleeping purposes.

C. In Residential Structures Other Than Single-Family Homes.

i. For every other dwelling unit within an apartment house or within a dwelling that is not a single-family home:

1. Each dwelling unit must be provided with a smoke detector meeting the requirements of the State Fire Code, Minn. R. Ch. 7511.

2. Smoke detectors must be mounted in the location or locations set forth in Section (b)(1) of this subdivision.

3. When actuated, the detector must provide an alarm in the dwelling unit.

4. Where the occupant is not the owner of the dwelling unit, the owner is responsible for maintenance of the smoke detectors. The occupant of a dwelling unit must inform the owner of the dwelling unit of a non-functioning smoke detector within 24 hours of discovering that the smoke detector in the dwelling unit is not functioning.

ii. The following regulations apply to multifamily dwellings:

1. Subject to the exception in Subpart 2 below, every dwelling unit in a multifamily dwelling must satisfy at least one of these two standards:

a. It must have an approved and operational carbon monoxide alarm installed within ten feet of each room lawfully used for sleeping purposes; or

b. It must have approved and operational carbon monoxide alarms installed between 15 and 25 feet of carbon monoxide-producing central fixtures and equipment, provided there is a centralized alarm system or other mechanism for responsible parties to hear the alarm at all times.

2. An owner of a multifamily dwelling that contains minimal or no sources of carbon monoxide may be exempted from the requirements of Subpart 1 above, provided that such owner has certified to the commissioner of public safety that such multifamily dwelling poses no foreseeable carbon monoxide risk to the health and safety of the dwelling units.

Subd. 8. Conditions of Components or Systems of Existing Residential Structures.

A. Scope. Subd. 8 shall govern the conditions of components and systems of existing residential structures.

B. Certified Historic Structures. In a certified historic structure as defined in Minn. R. 1311.0301, the requirements of this subdivision are subject to modifications specifically set forth in Chapter 6 of the *Guidelines for Rehabilitation of Existing Buildings* as modified by Minn. R. Chapter 1311.

C. Modifications. Where there are practical difficulties involved in carrying out the provisions of this subdivision, the City may accept compliance alternatives or grant modifications for individual cases, provided the City shall first find that a special individual reason makes the strict compliance impractical and that the compliance alternative or modification is in conformance with the intent and purpose of this ordinance and any and all other applicable Code provisions and that such compliance alternative or modification does not lessen health, life and the intent of any fire-safety requirements or any degree of structural integrity of the property. The details of any action granting modification or the acceptance of a compliance alternative shall be recorded and entered in City files.

D. Safe and Sanitary Condition Required. All buildings and structures and all parts thereof shall be maintained in a safe and sanitary condition.

E. Additional Requirements Applicable to Electrical Components or Systems.

a. The electrical service, lines, switches, outlets, fixtures and fixture coverings, and supports in every building or structure shall be in good repair.

b. Broken, loose, frayed, inoperative, defective or missing portions of electrical components or systems shall be repaired or replaced.

c. All unsafe conditions shall be corrected.

F. Additional Requirements Applicable to Plumbing Components or Systems.

a. Leaking drain or supply lines shall be repaired or replaced.

b. All unsafe conditions shall be corrected.

c. Any cross-connections or siphonage between fixtures shall be corrected.

G. Additional Requirement Applicable to Mechanical Systems. Mechanical systems shall have any unsafe conditions corrected.

H. Means of Egress. The structure must meet those requirements of Sections 403.1 through 403.18 of GREB as modified by Minn. Rules Chapter 1311 that, by their wording or phrasing, apply to existing structures without regard to whether alteration, repair or other work is being performed on the Structure.

I. Boiler/Central Heating Plant Equipment Rooms and Storage Rooms. In residential occupancies containing more than two dwelling units (including apartment buildings):

a. Rooms containing boilers or central heating plants, and storage rooms with floor area exceeding 100 square feet in size, shall be separated from the rest of the building by not less than a one-hour occupancy separation.

i. When approved by a building official, existing wood lath and plaster in good condition or 2 inch (12.7 mm) gypsum wallboard may be accepted where one-hour occupancy separations are required.

ii. In a certified historic structure as defined in Minn. R. 1311.0301, where the existing wall and ceiling finish is wood lath and plaster, one hour fire-resistant construction is not required and need not be provided.

b. A separation need not be provided for such rooms with equipment serving only one dwelling unit.

J. Structural Safety.

a. The minimum design loads for the structure shall be the loads applicable at the time the building was constructed, provided that no dangerous condition is created. Structural members that are found to be unsound or dangerous shall comply with the applicable requirements of the Minnesota State Building Code for new construction.

b. A building, structure or an individual structural member that has any of the conditions or defects described below, as determined by a licensed design professional, shall be replaced or strengthened when:

i. The stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half the working stress or stresses allowed in the Minnesota State Building Code for new buildings of similar structure, purpose or location.

ii. Any portion of the building, structure or member has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that its structural strength or stability is materially less than it was before the catastrophe and is less than the minimum requirements of the Minnesota State Building Code for new buildings of similar structure, purpose or location.

iii. Any portion of the building, structure or member has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

iv. The building or structure, or any portion of it, is likely to partially or completely collapse because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause.

v. The exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

vi. The building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its non-supporting members, enclosing or outside walls, or coverings.

vii. Any building or structure, which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member, or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of newly constructed building or like area, height and occupancy in the same location.

K. Weather Protection.

a. Every building shall be weather protected to provide shelter for the occupants against the elements and to exclude dampness.

b. The roof of every building or structure shall provide weather protection for the building.

c. All devices that were provided or are required to prevent ponding or flooding or to convey the roof water shall be capable of fulfilling that purpose.

d. All weather-exposed surfaces of every existing building or structure shall provide weather protection.

L. Maintenance and Degradation.

a. All systems, devices or safeguards that were required by a Minnesota Building Code under which the building was constructed shall be maintained in conformance with the requirements of that Code.

b. Failure to correct degradation of any system, device or equipment that a Minnesota Building Code required at the time of its construction is prohibited.

Subd. 9. Conditions of Residential Housing Other than Components and Systems.

Scope.

A. Scope. Subd. 9 shall govern the conditions in residential housing other than components and systems of a structure.

B. Accumulation of Dirt, Filth, Rubbish or Garbage.

a. An owner, operator or occupant of a dwelling unit may not allow the accumulation of dirt, filth, rubbish or garbage on

the premises occupied or controlled in a manner that could create a health hazard to the dwelling occupants or the general public.

C. Rodent Harborages in occupied areas.

a. Joint Responsibility. An owner, occupant or operator may not allow formation of rodent harborages in or about the premises he or she occupies or controls.

b. Occupant Responsibility for Extermination. The occupant of a dwelling containing a single dwelling unit is responsible for the extermination of rodents, insects or vermin on the premises. Every occupant of a dwelling unit in a dwelling containing more than one dwelling unit is responsible for such extermination whenever the dwelling unit is the only one infested.

c. Owner Responsibility for Extermination. Whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonable rodentproof condition, extermination is also the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling Units, extermination thereof is also the responsibility of the owner.

d. Standard. Where Subparts b or c of this subdivision give rise to a duty to undertake extermination, it is a violation of this code if the inspection does not demonstrate that such extermination has been undertaken at least to a degree that is proportionate to the need for it.

D. Nuisance. An owner, operator or occupant of any dwelling unit may not allow the formation or presence of any nuisance in or about the premises.

E. Yard cover. Exposed areas surrounding (or within) a principal or accessory structure, including street boulevards which are not devoted to parking, drives, sidewalks, patios or other such uses, must be landscaped with grass, shrubs, trees or other ornamented landscape material. Such landscaping shall be maintained in good condition and free of noxious weeds.

F. Snow, Ice and Stormwater Management.

a. Property owners and occupants shall be responsible to abate the snow and ice from the public sidewalk located on the City boulevard that abuts or fronts their property within 12 hours after such snow or ice has ceased to be deposited.

b. In no case may storm water be channeled into the sanitary sewer system. Storm water, ice or snow may not be directed onto, or channeled across walkways or streets where it is likely to be a safety hazard.

G. Minimum Temperature Standards for Rental Properties.

a. When the temperature outside the structure is below 60 degrees Fahrenheit, it is the responsibility of the owner that a minimum temperature of 68 degrees Fahrenheit be maintained in a dwelling unit at a point three feet above the floor and two feet from exterior walls in all habitable rooms, unless the occupant of that unit chooses to maintain a lower temperature. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

H. Electrical Cords in Rental Properties. Temporary wiring, extension cords or drop cords may not be used as permanent wiring.

I. Discontinuance of Basic Services or Utilities in Rental Properties. An owner, operator or occupant may not permit any service or utility needed for a furnace to provide heat to be shut off from or discontinued for any occupied dwelling or dwelling unit let or occupied, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

J. Occupancy Standards. The maximum permissible occupancy of a rental dwelling unit is determined as follows:

1. Minimum Space. For the first two occupants, 220 square feet of habitable room floor space and for every additional occupant thereof, at least 100 square feet of habitable room floor space.

2. Maximum Occupancy. The total number of occupants may not exceed two times the number of habitable rooms, less kitchen, in the dwelling unit.

Ordinance 4.25.RENTAL DWELLING LICENSING CODE

Subd. 1. Inspection and Licensing of Rental Dwellings.

1. Rental Dwellings License. No person may operate, let or cause to be let, a rental dwelling unit without first having obtained an operating license or temporary permit to do so from the City as hereinafter provided.

(a) The owner of a rental dwelling unit must obtain a temporary permit if they have not received an operating license. There is no fee necessary for a temporary permit. The City building official may waive the need for an inspection at his/her discretion. A temporary permit is valid until an operating license is obtained or for such period of time after its issuance as authorized in its issuance by the City building official, whichever is earlier. In no case shall a temporary permit be issued for a period longer than 24 months, subject however to the enforcement officer=s authority to extend the permit expiration date in such

cases as the enforcement officer/building official deems appropriate in his/her sole discretion.

(b) Each operating license shall be valid for a period of five years (sixty months) and shall expire at the end of the five years (sixty months).

(c) A license renewal application shall be filed at least 60 days prior to license expiration date, unless the City has already renewed that license based upon a scheduled inspection conducted pursuant to Section 3(a) below.

2. Permit and License Exemption.

(a) The owner of a rental dwelling unit is exempted from the permitting and licensing requirements of this section if the renter of the dwelling unit is related to the owner as a parent, child, sibling, grandparent, grandchild, step-parent, step-child, step-grandparent or step grandchild and the owner files an affidavit with the City stating that the renter is one of these relations. The affidavit required in this paragraph must also state the address of the dwelling and must be renewed at least every five years (sixty months).

(b) The owner must notify the City in writing within 30 days of this exemption being lost because the renter is not related to the owner as one of the above-referenced relations.

3. Rental Dwelling Inspections. No operating license may be issued or renewed unless the City determines, following an inspection conducted pursuant to this section, unless otherwise waived by the City enforcement officer for good cause or as otherwise determined by the officer in his discretion, that the rental dwelling unit and its premises conform to the Housing Maintenance Code ("HMC"). As more specifically provided below, the enforcement officer and his or her agents may cause inspections, follow-up inspections and reinspections on rental dwelling units on all classes of property within the City on a scheduled basis, and on rental dwelling units or owner-occupied residential units on all classes of property when reason exists to believe that a violation of an applicable subdivision of the HMC exists, has been or is being committed.

(a) The City enforcement officer and his or her agents are authorized to contact owners, tenants and managers of rental dwellings to schedule inspections of rental dwellings at reasonable times. They are also authorized to conduct those inspections once scheduled. These scheduled inspections will be conducted to determine whether the unit and its premises conform to the HMC so as to inform the City's decision of whether to issue an operating license. The authority to schedule and to conduct these inspections is available even if the owner or owner's agent holds a temporary permit, and without regard to whether the owner or owner's agent has filed an application for an operating license.

(b) In addition, except as herein provided above, upon receipt of a properly executed application for an operating license, the enforcement officer shall cause an inspection to be made of the premises to determine whether the structure is in compliance with the HMC. Inspections performed pursuant to the authority in Subsection (a) or Subsection (b) are hereinafter described as "Licensing Inspections."

(c) In addition, the City enforcement officer and his or her agents are authorized to conduct inspections on rental dwelling units or owner-occupied residential units on all classes of property when reason exists to believe that a violation of an applicable subdivision of the HMC exists, has been or is being committed. A complaint or complaints from a tenant of a rental dwelling unit shall be an adequate basis for a reinspection of a rental dwelling unit.

(d) To increase the awareness by owners of the likely timing of requested inspections and to conserve public resources, the City enforcement officer may schedule and conduct inspections pursuant to subsection (a) according to the area of the City in which the unit is located, dividing the City into zones and endeavoring to perform inspections pursuant to subsection (a) in one zone before beginning them in a different zone.

(e) If a structure or rental dwelling unit is not in compliance, one or more follow-up inspections or reinspections may be conducted to verify that conditions and any corrections conform to the provisions of the HMC.

(f) When the basis for the inspection pursuant to this section is information observed or obtained during a licensing inspection, such reinspection or follow-up inspection shall be conducted on a scheduled basis.

(g) Owners of rental dwelling units shall report to the City the full names, telephone numbers and addresses of the principal tenant of all rental dwelling units under their ownership or control, and update such information as needed to ensure that it is accurate and current.

(h) When scheduling licensing inspections pursuant to this section, the City enforcement officer or his or her agents will seek the consent of the owner of the property (if not already received) to inspect those areas outside of rental dwelling units that are not accessible to the general public (including any internal rooms that are inaccessible to the public, such as storage or mechanical rooms) and to unrented dwelling units, and the consent of the primary tenant of the rental dwelling unit (if not already received) to inspect that unit. If the property owner demonstrates to the satisfaction of the City enforcement officer or his or her agents that one or more tenants have consented in writing to the inspection of their units, individual contacts by the City with those tenants may be deemed unnecessary.

(i) If the City is unsuccessful in securing consent for an inspection pursuant to this section, the City shall seek permission, from a judicial officer through an administrative warrant, for its enforcement officer or his or her

agents to conduct an inspection. Nothing in this code shall limit or constrain the authority of the judicial officer to condition or limit the scope of the administrative warrant.

(j) The scope of a licensing inspection shall be limited to what is necessary to determine in accordance with this subdivision whether the unit and its premises conform to the HMC. This shall not preclude the enforcement officer from relying upon observations from a licensing inspection in seeking one or more of the remedies provided in Section 4.25, Subd. 2.

(k) A licensing inspection must be scheduled during ordinary business hours (or as otherwise arranged with the owner or tenant). Owners and their agents, and tenants, may at their option request that licensing inspections above take place only when they are present, so long as the request identifies at least one date or time within the two weeks following the date of the request when the requesting party agrees to be present.

(l) During inspections conducted pursuant to an administrative warrant, photographs and video recordings may not be taken of areas inside the building, absent further court permission or consent of the tenant (for areas inside the unit) or the landlord (for areas inside the building but outside a tenant's unit, and areas inside an unoccupied unit).

(m) Inspectors are not authorized to open containers, drawers or medicine cabinets, unless the containers, drawers or medicine cabinets are opened with the consent of the tenant (for areas inside the unit) or the landlord (for areas inside the building but outside a tenant's unit, and areas inside an unoccupied unit). For purposes of this paragraph, a medicine cabinet is a covered cabinet located in a dwelling unit's bathroom.

(n) Inspectors are authorized to open cabinets (other than medicine cabinets) or closets only when it is reasonably necessary in order to inspect for the existence of one or more conditions that violates the HMC, or when the cabinets or closets are opened with the consent of the tenant (for areas inside the unit) or the landlord (for areas inside the building but outside a tenant's unit, and areas inside an unoccupied unit)

(o) The information regarding the condition of the unit or its occupants that inspectors retain after recording it in any inspection logs or forms shall be limited to descriptions of conditions constituting a violation of the HMC. Inspectors may record a list of conditions that the landlord or tenant is encouraged to repair or change but which do not constitute a violation of the HMC, if that list is not retained by the inspector or City but is instead simply given to the landlord or tenant.

(p) The City may not upload to a GIS system any data regarding the results of inspections conducted pursuant to this section.

(q) The City will not share information regarding the condition of the unit or its occupants obtained through inspections conducted pursuant to this section with any current member of the Granite Falls Police Department or any law-enforcement agency of another jurisdiction, or enable their discovery by such person or agency, unless

(i) such disclosure is required by law, or

(ii) such disclosure to such person or agency is needed to abate an active or inactive methamphetamine lab, mistreatment of one or more minors in violation of Minn. Stat. Section 609. 377 or .378, mistreatment of one or more vulnerable adults in violation of Minn. Stat. Section 609.23 through .233, or mistreatment of one or more animals in violation of Minn. Stat. Section 343. 21; or

(iii) if an owner or occupant of a unit has made an express or implied threat of bodily harm, causing the inspector to be concerned for his or her welfare, and the disclosure is made for the purpose of enabling one or more law enforcement officers to accompany the inspector in the completion of the inspection or the full performance of his or her duties.

4. Inspection Not Required. Inspection for the issuance or renewal of a license may be waived by the City if the owner of a dwelling unit proves that within the previous 12 months the dwelling unit passed an inspection required by the City, State or Federal regulations that is at least as stringent as the inspection required under this section. The City has sole discretion to determine when an inspection program is at least as stringent as the inspection required under this section. Inspections conducted as the result of a complaint made to the City may not be waived under this provision.

5. Application Contents. Owners of one or more rental dwelling units who have not yet received a temporary permit or operating license are responsible for applying with the City for either a temporary permit or an operating license. Before any portion of a property is used as a rental dwelling unit, the owner must first secure either a temporary permit or an operating license. With either application, the owner must supply:

(a) Name, address and telephone number of dwelling owner, owning partners if a partnership, corporate officers if a corporation;

(b) Name, address and telephone number of designated resident agent, if any;

(c) Name, address and telephone number of vendor, if the dwelling is being sold through a contract for deed;

(d) Legal address of the dwelling;

(e) Number of dwelling units within the dwelling;

(f) At least one emergency telephone number;

(g) The names, telephone numbers and addresses of principal tenants, if any, are required in Section 3 above.

6. Following Acquisition. A new owner must register a newly acquired rental residential property within ten days after acquiring it, by applying for either a temporary license or an operating license. The enforcement officer must be notified of any address change within ten days.

7. Administrative Charge. Failure to obtain either a temporary permit as required by this section, or an operating license, will subject the owner of a dwelling unit to an administrative service charge up to \$250.00.

8. License and Inspection Fees. The license and inspection fees are charged at the time of the issuance of the respective license and are due within 30 days of the date of the invoice; in the cases of newly constructed residential unlicensed rental dwelling units, license fees are due upon issuance of the certificate of occupancy; in the cases of licensing periods of less than two years, license fees will be pro-rated monthly. A license fee paid later than ten working days after the prescribed date is subject to an additional administrative service charge double the amount of the license. Once issued, a license is nontransferable and the licensee is not entitled to a refund of any license fee upon revocation or suspension, or transfer of ownership. License and inspection fees shall be as established by the City Council by resolution as adopted and/or modified from time to time.

9. Resident Agent Required. An operating license may not be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside within the City limits) unless such owner designates in writing to the enforcement officer the name, address and telephone number of his resident agent (one who does reside within a 50 mile radius of the City limits) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the City Code and to receive orders or process pursuant to law. The enforcement officer must be notified in writing of any change of resident agent or agent address or telephone number change within 10 days. This requirement may be waived if, in the enforcement officer's determination, the owner not living within the City limits is nonetheless sufficiently accessible for the purposes of the HMC.

10. Posting of Permit or License. The current temporary permit or operating license of a multiple dwelling unit, or a legible copy thereof, must be conspicuously posted in the main entry way or a conspicuous exterior location of the respective multiple dwelling unit. In the case of one-family and two-family dwelling units, a legible copy of the current temporary permit or operating license must be given to the renter of each unit.

11. License Not Transferable. A temporary permit or operating license is not transferable to another person or to another rental dwelling. Every person holding a temporary permit or operating license must give notice in writing to the enforcement officer within 72 hours after having legally transferred or otherwise disposed of the legal control of any permitted or licensed rental dwelling. The notice must include the name and address of the person succeeding to the ownership or control of such rental dwelling or dwellings. The person succeeding to the ownership or control of the rental dwelling or dwellings must obtain a temporary permit or operating license in order to continue operating the rental dwelling or dwellings. An inspection is not required to obtain this temporary permit or operating license unless the rental dwelling or dwellings have not been inspected within five years (sixty months) of the transfer of ownership or control.

12. Violation. Any person that maintains a rental dwelling unit without having either a valid temporary permit or a valid operating license, or permits new occupancy in violation of this subdivision, is guilty of a misdemeanor, and upon conviction is subject to a fine and imprisonment as prescribed by state law. In addition to, or in lieu of, charging a misdemeanor, the City may impose an administrative fee in an amount set in the City fee schedule. An administrative fee may be appealed pursuant to Subdivision 3 of this section. Upon the failure to appeal an administrative fee within the period established in subdivision 3 of this section, the City may post the dwelling unit as illegal for habitation. Thereafter, the dwelling unit may not be occupied by anyone other than the primary homestead owner and that person's immediate family until (a) the administrative fee has been paid and (b) a rental license is obtained or the City is satisfied that the dwelling unit will not be used as a rental dwelling unit. Each day of each violation constitutes a separate offense.

Subd. 2. Administration and Enforcement.

1. Administration and Enforcement. The enforcement officer and his or her agents administer and enforce the provisions of the HMC. They may enforce the standards of the HMC through the licensing and inspection programs set forth in Subd. 1 and, where appropriate, through the powers set forth below.

2. Authority. In the absence of a timely appeal under the HMC or any other applicable provision of law, the enforcement officer is the final authority in the determination of a violation under the HMC.

3. License Suspension and Revocation. A temporary permit or operating license is subject to suspension or revocation by the City Council if the holder fails to operate or maintain permitted or licensed rental dwellings and units therein consistent with the provisions of the City Code and the laws of the State of Minnesota. In the event that a permit or license is suspended or revoked by the City Council, or expires without renewal, it is unlawful for the owner or his duly authorized agent to thereafter permit any new occupancy of vacant or thereafter vacated rental dwelling units until such time as a valid license may be obtained or restored by the City Council.

4. Compliance Order. Whenever an enforcement officer determines that any rental dwelling unit, or the premises surrounding any of these, fails to meet the provisions of the HMC, the officer may issue a compliance order setting forth the violations of the code and ordering the owner, occupant, operator or agent to correct such violations. The compliance order must:

- (a) Be in writing;
- (b) Describe the location and nature of the violations of the HMC;
- (c) Establish a reasonable time, not to exceed 90 days, for the correction of such violations.

- i. When a violation of the HMC constitutes an imminent peril to life, health or property, an immediate and exact time for the correction of the violation constitutes a "reasonable time" for correction for purposes of this subpart. When this is the case, no stay of proceedings in furtherance of action will be granted on appeal.

- ii. A reasonable time may be longer than 90 days if correction is not possible because of prevailing weather conditions or other mitigating circumstances as determined by the enforcement officer;

- (d) Include information regarding the owner's right to appeal the order and the procedure to be followed in filing such an appeal pursuant to Section 4.25, Subdivision 3;

- (e) State that in the event the violations are not corrected within the time set in the compliance order, the license may be suspended or that the necessary work may be performed by the City at the expense of the owner and that if the owner does not pay for the expense, the cost of the work will be assessed against the property.

- (f) Be served upon the owner or his agent or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if a copy thereof is:

- (1) Served personally, or
 - (2) Deposited in the U.S. Post Office addressed to the owner at his last known address with postage prepaid, or
 - (3) Upon failure to affect notice by personal service or by mail, posted at a conspicuous place in or about the dwelling which is affected by the notice.

5. Emergency cases. For purposes of Subpart 4(c) above, situations which constitute an imminent peril to life, health or property include, but are not limited to the following:

(a) Heating systems that are unsafe as defined in Section 4.24, Subd. 4, due to burned out or rusted out heat exchanges (fire box); burned out or plugged flues; not being vented; being connected with unsafe gas supplies; or being incapable of adequately heating the living space.

(b) Water heaters that are unsafe as defined in Section 4.24, Subd. 4, due to burned out or rusted out heat exchanges (fire box); burned out, rusted out or plugged flues; lack of proper venting; being connected with unsafe gas supplies; or lack of temperature and pressure relief valves.

(c) Electrical systems that are unsafe as defined in Section 4.24, Subd. 4, due to dangerous overloading; damaged or deteriorated equipment; improperly tapped or spliced wiring; improper or overloaded fuses; expose uninsulated wires; distribution systems of extension cords or other temporary methods; ungrounded appliances in a hazardous condition.

(d) Plumbing systems that are unsanitary as defined in Section 4.24, Subd. 4, due to:

- (1) leaking waste systems fixtures and traps;
- (2) lack of a water closet;
- (3) lack of washing and bathing facilities;
- (4) cross connection of pure water supply with fixtures or sewage lines.

(e) Structural systems, walls, chimneys, ceilings, roofs, foundations, and floor systems that are unsafe as defined in Section 4.24, Subd. 4.

(f) Refuse, garbage, human waste, decaying vermin or other dead animals, animal waste, other materials rendering it that are unsanitary as defined in Section 4.24, Subd. 4.

(g) Infestation of rodents, insects and other vermin.

6. Follow-up Inspection. At the end of the period allowed for the correction of a violation specified in the compliance order, the enforcement officer shall make, or attempt to make, a follow-up inspection of the premises to determine whether corrective actions have been sufficient to bring the violation(s) into compliance.

(a) If the premises are in compliance with the requirements of this section at the time of the follow-up inspection, a license may be issued in accordance with the requirements of section 4.25.

(b) If the enforcement officer determines that the violation(s) has not been corrected and the rental unit(s) has not been vacated, the enforcement officer shall suspend any existing license. The enforcement officer also may issue a citation or may file a formal complaint summoning the responsible party into court. The citation shall reiterate the charge and the ordinance section(s) violated. The City may also take action to correct violations under the provisions of Section 4.25, Subdivision 2, Paragraph 9.

(c) After a suspension, the property owner may pay a re-inspection fee and request a re-inspection and reinstatement of the license. If the enforcement officer determines that the violation(s) has been corrected and the rental unit(s) and building comply with HMC, the license shall be reinstated. Fees for a re-inspection may apply as outlined in the City fee schedule.

7. Execution of Compliance Orders by Public Authority. Upon the failure to comply with a compliance order within the time set therein, the rental unit(s) not being vacated, and no appeal having been taken, the criminal penalty established hereunder notwithstanding, the City Council may by resolution direct the enforcement officer to remedy the deficiency (deficiencies) cited in the compliance order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, Chapter 429. Such action will not be taken, however, without a good faith effort on the part of the City to provide the property owner with advance notice of its intention to proceed with repairs and assessment of the costs of repairs to taxes.

8. No Warranty by City. By enacting and undertaking to enforce the HMC neither the City nor its council, agents or employees warrant or guarantee the safety, fitness or suitability of any dwelling in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare. A warning in substantially the foregoing language shall be printed on the face of the license.

Subd. 3. APPEALS.

1. Right of Appeal. Any person aggrieved by a compliance order may appeal the compliance order to the City Council. Such appeals must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee in cash or cashier's check and must be filed with the City Clerk within ten business days after service of the compliance order. If an appeal is not filed within the timelines and in the manner specified herein, the enforcement officer's decision shall be final. The filing fee is set by council resolution. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health, property or public safety.

2. City Council Decision. Upon at least five business days' notice to the appellant of the time and place for hearing the appeal, and within 30 days after said appeal is filed, the City Council or the individual or committee designated by the council as the appeal body, must hold a hearing thereon, at

which the applicant may appear and present evidence as to why the compliance order, or any portion thereof, should not be issued. If an individual or committee other than the City Council hears the appeal, it shall make a recommendation to the City Council. The City Council may reverse, modify or affirm, in whole or in part, the compliance order and shall order return of all or part of the filing fee if the appeal is upheld. The City Council or appeal committee or officer may postpone a meeting and hold hearing at a later date, not to exceed 60 days after the appeal is filed, when it is necessary to do so.

Subd. 4. PENALTIES. Any person who fails to comply with a compliance order within the time limits specified therein shall, upon conviction thereof, be guilty of a misdemeanor and subject to a fine or imprisonment as prescribed by state law. Each day of such failure to comply constitutes a separate offense.

ORDINANCE 6.42, WITHHOLDING APPROVALS AND LICENSES DUE TO
DELINQUENCIES OR OTHER DEFAULTS IN OBLIGATIONS DUE CITY

Section 6.42. Withholding Approvals due to Delinquencies or Defaults.

Subd. 1. Conditions to City Approvals. A license or other City approval or authorization of any kind may be granted only to an applicant who:

- A. Has complied with all applicable statutory and ordinance requirements.
- B. Has paid all fees, charges, taxes, special assessments and other debts or obligations that are due from the applicant and payable to the City regarding any matter.
- C. Is in compliance with all ordinance requirements and attached conditions regarding other City approvals that have been granted to the applicant for any matter.

Subd. 2. Waiver. The requirements of the above may be waived in the following circumstances:

- A. The applicant or licensee has provided sufficient safeguards to assure payment of debts, fees or compliance with City requirements within a reasonable time after the City approval.
- B. Enforcement of the requirements would result in a significant hardship to the applicant through no fault of his/her own or would result in an otherwise unfair situation.

Section 2.

City Code Chapter One entitled "General Provisions and Definitions Applicable to the Entire City Code, Including Penalty for Violation" and Section 4.99 entitled

"Violation, a Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein with respect to Sections 4.24 and 4.25, and City Code Chapter One entitled "General Provisions and Definitions Applicable to the Entire City Code, Including Penalty for Violation" and Section 6.99 entitled "Violation, a Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein with respect to Ordinance 6.42.

This ordinance to become effective on January 1, 2014 after its passage and publication according to law.

Adopted by the City Council of the City of Granite Falls, Minnesota, this 1st day of July, 2013, by a unanimous vote of the Council of those present.

ATTEST:

Joan M. Taylor, City Clerk

David Smiglewski, Mayor

This Ordinance published in the *Granite Falls-Clarkfield Advocate Tribune* on the 3rd day of July 2013.

Motion carried unanimously.

Following the 2nd reading of the housing ordinance council discussed possible permit fees, administrative fines and inspection fees. After discussion Fagnano introduced the following resolution setting the permit fee at \$50 per location; the administrative fine in the amount of \$250; and building inspection fee at \$50 to be charged to the property owner after a complaint has been substantiated upon inspection; however, if the inspection does not substantiate the complaint this fee will be charged to the complaining renter. The housing ordinance will become effective January 1, 2014.

RESOLUTION NO. 13-87

RESOLUTION ESTABLISHING APPLICATION FEES,
ADMINISTRATIVE FINES AND INSPECTION FEES

WHEREAS, council has adopted a housing ordinance for the city;
and

WHEREAS, this ordinance, among other things, contains
provisions for application fees, administrative fines and inspection fees;
and

WHEREAS, the following fees and fines are proposed:

Permit Fee	\$ 50 per location
Administrative Fine	\$250
Building Inspector Fees (if required)	\$ 50

WHEREAS, relative to the inspection fees it is recommended that this fee shall be charged to the property owner upon the substantiated complaint inspection or to the renter should the inspection not be substantiated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANITE FALLS, MINNESOTA adopting the permit fees and administrative fines as stated above relative to the new housing ordinance; and

BE IT FURTHER RESOLVED adopting the building inspection fee of \$50 to be charged to the property owner after a complaint has been made and substantiated upon an inspection; however, if the inspection does not substantiate the complaint this fee will be charged to the complaining renter. The housing ordinance will become effective January 1, 2014.

Adopted by the City Council this 1st day of July 2013.

David Smiglewski
Mayor

ATTEST:

Joan M. Taylor
City Clerk

With second by Nordaune, the resolution was adopted unanimously.

REPORTS: The following reports were acknowledged at this time: Building Inspector, Kilowatt Community Center, Public Works and Utilities Commission.

APPOINTMENTS: M/S NORDAUNE/GALOW TO APPOINT SCOTT WOLD TO THE PARK BOARD FOR A TERM TO EXPIRE DECEMBER 31, 2013. Motion carried unanimously.

AUDITING SERVICES: Council reviewed the proposal received from Abdo, Eick & Meyers to provide auditing services for the city for years ending 2013, 2014 and 2015 in the amounts of \$31,900, \$32,500 and \$33,100 respectively. Following discussion Nordaune introduced a resolution and moved its adoption accepting the proposal from Abdo, Eick & Meyers as presented.

RESOLUTION NO. 13-88

RESOLUTION ACCEPTING PROPOSAL
FOR AUDITING SERVICES

WHEREAS, a proposal has been submitted by Abdo, Eick & Meyers, LLP, to provide auditing services for the city for years ending December 31, 2013, 2014 and 2015 in the amounts of \$31,900, \$32,500 and \$33,100 respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANITE FALLS, MINNESOTA, accepting the proposal of Abdo, Eick & Meyers, LLC to provide auditing services for years 2013, 2014 and 2015 in the amounts of \$31,900, \$32,500 and \$33,100 respectively.

Adopted by the City Council this 1st day of July, 2013.

David Smiglewski
Mayor

ATTEST:
Joan M. Taylor
City Clerk

With second by Schaub, the resolution was adopted unanimously.

FACILITIES PLAN: Council acknowledged receipt of correspondence received from the MPCA approving the city's Facilities Plan.

FLOOD MITIGATION: Council reviewed the quarterly report which has been submitted to the Federal Economic Development Administration relative to replacement of the sanitary sewer lift station.

WATER TREATMENT PLANT: Council also discussed the update received from Stantec regarding planning for an "Open House" at the new Water Treatment Plant.

CABLE FRANCHISE RENEWAL: Council reviewed correspondence received from Brian Grogan from Moss & Barnett relative to cable franchise renewal. A committee consisting of Scott Peterson, Paul Hoernemann and City Manager Lavin will meet to discuss the suggestions presented in the correspondence.

PERSONNEL: Staff advised council the position of Public Works Director has been offered to and accepted by Jon Anderson. He will begin his duties as Public Works Director on September 30th. Council was also advised that an ad will be placed in the local paper to fill the position of part-time liquor store clerk.

ADJOURN: M/S/P NORDAUNE/SCHAUB TO ADJOURN at 8:45 p.m.

David Smiglewski
Mayor

ATTEST:

Joan M. Taylor
City Clerk

BILLS PAID:

MN DPT OF ADMINISTRATION	20.78	EDA
MVTV	9.30	EDA
SW-WC SERVICE COOPERATIVES	1,447.50	EDA
VERIZON WIRELESS	32.06	EDA
CASEY'S GENERAL STORE	75.00	GENERAL FUND
2XL CORPORATION	121.28	GENERAL FUND
ADAMS MOTOR CO	34.84	GENERAL FUND
ADOLPH KEIFER	135.80	GENERAL FUND
ADVOCATE-TRIBUNE	3,357.06	GENERAL FUND
ALPHA WIRELESS	496.61	GENERAL FUND
ARTIC GLACIER INC	236.58	GENERAL FUND
AUS FLOORS & MORE	42.00	GENERAL FUND
BAKER & TAYLOR BOOKS	20.45	GENERAL FUND
BELLBOY CORPORATION	382.50	GENERAL FUND
BERGESON, DAWN	675.00	GENERAL FUND
BEVERAGE WHOLESALERS INC	259.40	GENERAL FUND
BORDER STATES ELECTRIC SUPPLY	345.09	GENERAL FUND
CARLSON,MIKE	10.00	GENERAL FUND
CENEX CREDIT CARD	139.71	GENERAL FUND
CENTURYLINK	192.28	GENERAL FUND
CHILDRENS PLUS INC	1,150.83	GENERAL FUND
CLAAR,ALYSSA	70.71	GENERAL FUND
CNH CAPITAL	602.53	GENERAL FUND
COLLECTION BUREAU	50.00	GENERAL FUND
CONVENTION & VISITORS BUREAU	809.48	GENERAL FUND
DAN'S SHOP INC	28.92	GENERAL FUND
DANUBE AUTO WORKS	219.09	GENERAL FUND
DAVIS TYPEWRITER CO	166.40	GENERAL FUND
DERK'S WINDOWS	185.00	GENERAL FUND
DIAMOND VOGEL PAINTS	232.51	GENERAL FUND
ECKLEBE, JAN & CATHERINE	46.65	GENERAL FUND
EXTREME BEVERAGE	16.75	GENERAL FUND
FJERMESTAD, CINDY	52.37	GENERAL FUND
G & K SERVICES	151.14	GENERAL FUND
GRAYMONT CAPITAL INC	5,667.45	GENERAL FUND
HAWKINS INC	646.29	GENERAL FUND
HOERNEMANN, PAUL	255.00	GENERAL FUND
JOHNSON BROS WHOLESALE LIQUOR	3,800.65	GENERAL FUND
KRANITZ, FRANK	325.00	GENERAL FUND
LALIM, JODI	382.50	GENERAL FUND
LAVIN, WILLIAM P.	171.64	GENERAL FUND
LEAGUE OF MN CITIES INS TRUST	1,350.00	GENERAL FUND
LIGHT FUND	28,674.83	GENERAL FUND
LOCHER BROTHERS	14,215.15	GENERAL FUND
MADISON BOTTLING CO.	13,850.15	GENERAL FUND
MARCO	269.95	GENERAL FUND
MARTIN MARIETTA AGGREGATES	83.45	GENERAL FUND
MINNESOTA LIFE	1.14	GENERAL FUND
MINNESOTA VALLEY TECH. INC	125.00	GENERAL FUND
MN DPT OF ADMINISTRATION	101.44	GENERAL FUND

MN MUNICIPAL BEVERAGE ASSOC.	650.00	GENERAL FUND
MN MUNICIPAL UTILITIES ASSN	3,808.58	GENERAL FUND
MN NCPERS-496000	80.00	GENERAL FUND
MN VALLEY TESTING LAB INC.	389.00	GENERAL FUND
MOE, PAUL	25.00	GENERAL FUND
MUNICIPAL CLERKS ASSOCIATION	40.00	GENERAL FUND
MVTV	353.40	GENERAL FUND
NORMAN, BRIAN	75.00	GENERAL FUND
OFFICE DEPOT	240.02	GENERAL FUND
OFFICE PEEPS	169.82	GENERAL FUND
PAUSTIS & SONS	500.00	GENERAL FUND
PHILLIPS WINE & SPIRITS CO.	2,125.26	GENERAL FUND
PRENTICE PLACE COMMONS ASSN	154.58	GENERAL FUND
PROACTION SAFETY & SALES	129.28	GENERAL FUND
QUAM CONSTRUCTION CO INC	108,440.12	GENERAL FUND
RECREATION SUPPLY COMPANY	60.02	GENERAL FUND
RETROFIT RECYCLING	151.75	GENERAL FUND
RODEBERG & BERRYMAN INC.	52,899.27	GENERAL FUND
RYER PLUMBING & HEATING	3,614.00	GENERAL FUND
SENTRY SYSTEMS INC	88.81	GENERAL FUND
SHRED-IT SIOUX FALLS	33.45	GENERAL FUND
SMIGLEWSKI, DAVID	158.55	GENERAL FUND
STANTEC CONSULTING SERVICES	1,593.00	GENERAL FUND
SW-WC SERVICE COOPERATIVES	29,701.00	GENERAL FUND
T & R ELECTRIC	299.25	GENERAL FUND
TIMM,CURT	35.00	GENERAL FUND
TROY'S ELECTRIC COMPANY	13,595.91	GENERAL FUND
UPS	19.17	GENERAL FUND
USA BLUEBOOK	172.70	GENERAL FUND
VERIZON WIRELESS	2,294.90	GENERAL FUND
VIKING COCA-COLA BOTTLING CO.	68.00	GENERAL FUND
WBM WINE & SPIRITS	4,921.82	GENERAL FUND
WEST CENTRAL ROOFING INC	6,902.00	GENERAL FUND
YMC HISTORICAL SOCIETY	40.00	GENERAL FUND
	<hr/> \$315,563.92	