



City Council Work Session
Tuesday, April 18, 2023 at 6:00 PM
Public Meeting Room

AGENDA

1. Call to Order

2. Items for Discussion

- A. River Bend Nature Center Operating Agreement and Funding Request
- B. Facility Maintenance Study - ABM
- C. Amend Chapter 31 of the City Code: Tall Grass and Weed Ordinance
- D. Gravel Road Options Discussion
- E. Review Citizen Board and Commission Appointment Applications
- F. Mobile Food Unit (Food Truck) Ordinance

3. Future Discussion

4. Adjournment

(The Council may meet as a group for dinner)

Please contact the City Administrator's Office if you need special accommodations while attending this meeting



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 18, 2023
SUBJECT: River Bend Nature Center Operating Agreement and Funding Request

Discussion:

River Bend Nature Center (RBNC) has contacted the City to request an update to the operating agreement and to request funding to try to catch up with needed capital repairs.

Tim Murray and Paul Peanasky met with the previous RBNC Director Brianna Wheeler, the new RBNC Director Brad Bourn and members of the RBNC Board to discuss potential changes to the operating agreement.

The current operating agreement has been in place since January of 2014. River Bend has asked to look at some changes as well as some funding to make some capital improvements. They have fallen behind on a number of projects which will be discussed at the meeting. Director Brad Bourn will be at the meeting to present his proposal regarding changes and funding.

Attachments:

1. 2014 River Bend Nature Center Lease and Operating Agreement
2. Operating Agreement Recommendations and Draft Capital Improvement Plan

**RIVER BEND NATURE CENTER
LEASE AND OPERATING AGREEMENT**

This Lease and Operating Agreement (this "Agreement") is entered into effective as of this 28th day of January, 2014 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal corporation (the "City") and River Bend Nature Center, Inc., a Minnesota nonprofit corporation ("River Bend").

RECITALS

WITNESSETH:

WHEREAS, River Bend Nature Center is a nature center in the City of Faribault that has various buildings, structures, and amenities, including, but not limited to, an interpretive center, trailside center, trails and scenic overlooks, access roads, picnic areas, orienteering courses, an amphitheater, an outdoor play structure, a canoe landing, and docks (the "Nature Center"); and

WHEREAS, the Nature Center began in 1975 when the City of Faribault City Council passed a resolution asking the State of Minnesota to deed unused land of the Faribault State Hospital to the City for the development of the Nature Center; and

WHEREAS, in 1977, the State authorized 536 acres of land to be leased to the City for a "nature interpretive center" and the City also received a grant from the State to develop an access road, parking lot, trailside shelter, restrooms and trails for the Nature Center; and

WHEREAS, River Bend was incorporated in 1978 as the "Faribault Nature Interpretive Center, Inc." and upon the development of the Nature Center, the City and River Bend entered into several agreements detailing each party's responsibilities for the use and operation of the Nature Center; and

WHEREAS, in 1983, the City and River Bend entered into a lease agreement with The Nature Conservancy to lease The Nature Conservancy's land for the Nature Center; and

WHEREAS, throughout the 1980's and 1990's, the City acquired additional property from area property owners for the Nature Center and also leased additional property from the State; and

WHEREAS, in 1998, the property leased to the City from the State for the Nature Center was conveyed to the City; and

WHEREAS, the Nature Center now consists of 626 acres of property owned by the City which is legally described on the attached Exhibit A (the "City Property") and 54.7 acres of property owned by The Nature Conservancy that is jointly leased from The Nature Conservancy by the City and River Bend which is legally described on the attached Exhibit B ("The Nature Conservancy Property"); and

WHEREAS, the City and River Bend now wish to consolidate the agreements that they have entered into in the past concerning the Nature Center into one all-encompassing agreement; and

WHEREAS, the City and River Bend desire that the relationship between the parties be governed by Minnesota Statutes, Sections 471.16 and 471.191, and any other relevant statutes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PREVIOUS AGREEMENTS

1. Repeal of Previous Agreements. The parties agree that this Agreement shall repeal and replace all operating agreements between the City and River Bend, including, but not limited to, the following:

- a. 1987 Operating Agreement;
- b. 1989 Supplemental Loan Agreement;
- c. 1989 Pledge and Assignment Agreement;
- d. 1990 Grant Agreement;
- e. 1992 Operating Agreement;
- f. 1992 Supplementary Loan Agreement;
- g. 1992 Pledge and Assignment Agreement; and
- h. Operating Plan for the Interpretive Center as adopted by River Bend.

ARTICLE II OPERATIONS

1. River Bend Responsibilities.

- a. River Bend shall manage and operate the Property as a nature center pursuant to the City's operating rules, ordinances, and regulations. The City and River Bend agree to cooperate in the management and operation of the Property as a nature center. River Bend shall prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided. The City reserves the right to determine the level, method, and priority of maintenance of all Nature Center land and facilities.
- b. River Bend must make available to the public a variety of programs at the Nature Center for the education and enjoyment of people of all ages. River Bend may determine the type, frequency, and content of all of its programs.

- c. River Bend shall be responsible for hiring employees to administer and support the programs at the Nature Center. River Bend shall be responsible for compensating its employees and paying for any employee benefits.
- d. River Bend shall include one member of the City Council as a voting member on its Board of Directors. The City is responsible for selecting the particular council member who is to serve on the River Bend Board of Directors.
- e. In conducting its operations, River Bend shall abide by all state and federal laws and regulations and City ordinances. River Bend may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center, which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center shall be conspicuously posted by River Bend on the premises. Rules and regulations of general application shall be posted at the entrance of the Nature Center and those of special application shall be posted in the specific area of the Nature Center to which they apply.
- f. River Bend shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that River Bend jointly entered into with the City in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.

2. City Obligations.

- a. The City shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that the City jointly entered into with River Bend in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.

ARTICLE III FINANCIAL

1. Budget. River Bend agrees to operate within a balanced budget plan. River Bend shall take all actions necessary to assure that its annual operating expenditures do not exceed annual operating revenues. River Bend must provide the City with financial status reports as required by the City. By August 1st of each year and consistent with the City's budget cycle, River Bend must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. River Bend shall submit an annual operating budget to the City by December 1st for the upcoming fiscal year.

2. Financial Disclosures. River Bend agrees to provide the City with a complete disclosure of its fully-audited financial resources in conjunction with its financial status reports on an annual basis. The City also has the right to request that River Bend provide an audit of River

Bend's investments, receivables and payables so as to allow the City to verify the accuracy of River Bend's bi-monthly financial status reports. Such audit will be at the sole cost of the City.

3. Endowment. River Bend shall maintain a minimum building endowment of \$150,000 to assure and provide for proper maintenance of the interpretive center and other Nature Center facilities. Notwithstanding the foregoing statement and requirement, River Bend may utilize an amount up to \$40,000.00 of the building endowment to facilitate the maintenance/reconstruction of the parking lots as required by Article IV, Paragraph 5 of this Agreement. Once the parking lots have been maintained/reconstructed as herein referenced, the minimum building endowment amount required to be maintained shall be reduced by the amount actually expended to maintain/reconstruct the parking lots, but such amount shall not exceed \$40,000.00. The annual interest earnings of the endowment may be used by River Bend for operating expenses or building maintenance costs.

4. Tax Exempt Status. River Bend covenants and agrees that the Nature Center is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. River Bend shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center of its tax exempt status. This section shall survive any expiration or termination of this Agreement.

ARTICLE IV LEASE OF CITY PROPERTY

1. Lease of City Property. The City hereby exclusively leases the City Property to River Bend.

2. Use of the City Property. River Bend shall use the City Property for Nature Center uses and for no other uses whatsoever. River Bend agrees that throughout the term of this Agreement, it shall not use the City Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be

passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

3. Use of Nature Center Property. River Bend shall provide the City with free use of the interpretive center and other Nature Center facilities and property for public purposes, provided that the City's use does not conflict with a scheduled River Bend program and such use is not contrary with the mission of River Bend.

4. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by River Bend, the following Nature Center facilities: (a) roads and (b) snow plowing of roads and parking lots. All repairs and maintenance by the City will occur with reasonable promptness and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center by River Bend and its invitees.

5. River Bend Repair and Maintenance Responsibilities. River Bend agrees to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by the City, all other Nature Center facilities, improvements, personal property, furnishings, fixtures and equipment including, but not limited to the following: (a) the Interpretive Center; (b) the Trailside Center; (c) trails; (d) restrooms; (e) signs; (f) the canoe landing; (g) campsite facilities; (h) kiosks; (i) decks; (j) the storage garage; (k) the amphitheater; (l) water fountains; (m) the outdoor play structure; (n) docks; and (o) parking lots.

6. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the City Property to River Bend; (b) that with the exception of The Nature Conservancy Lease, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects River Bend's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center; and (c) River Bend upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the City Property during the term of this Agreement. Additionally, the City will take no action that will interfere with River Bend's intended use of the City Property or ingress or egress to the City Property.

7. Alterations. River Bend shall not make any alterations, improvements, or additions to the City Property without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

8. Sub-Letting. River Bend cannot sublet any portion of the City Property.

9. Utilities and Services. River Bend shall be responsible for paying all charges for all utilities, including, but not limited to, water, septic system, sanitary sewer, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal.

10. Surrender. Upon the termination of this Agreement, River Bend shall surrender the City Property and remove all debris and personal property of, or created by River Bend. River Bend shall not remove any structures or fixtures.

ARTICLE V INSURANCE AND LIABILITY

1. Indemnification. River Bend shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from River Bend's use, improvement, and occupancy of the Nature Center, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center, including the person and personal property of River Bend's employees and all persons at the Nature Center at River Bend's invitation or sufferance.

2. Personal Property. River Bend shall be responsible for any personal property that it keeps at the Nature Center. River Bend agrees to hold the City harmless from any and all loss or damage to its personal property.

3. Insurance. **[This Section needs to be reviewed and finalized with the LMCIT.]**

- a. Insurance to be Maintained by River Bend. River Bend shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center as a result of its operation of the Nature Center. Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. River Bend shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. River Bend shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. River Bend shall also maintain workers' compensation insurance for its employees.
- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for all land and facilities of the Nature Center.
- c. Subrogation. River Bend and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.

4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.

5. Independent Contractor Status. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. Either party may terminate this Agreement by giving the other party 60 days' written notice. Upon termination of this Agreement, the buildings and improvements located on the City Property shall become the sole and exclusive property of the City consistent with this Agreement. River Bend agrees to return all buildings and improvements located on the City Property in a satisfactory condition consistent with this Agreement and River Bend's maintenance and repair obligations as set forth in Article IV, paragraph 4.

2. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and River Bend and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or River Bend unless reduced to writing and executed in the same form and manner in which this Agreement is executed.

3. Data Practices Compliance. Data provided to River Bend under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.

4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

5. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(a) River Bend Nature Center, Inc.
1000 Rustad Road
Faribault, MN 55021
Attn: Executive Director

(b) City of Faribault
208 1st Avenue NW
Faribault, MN 55021
Attn: City Administrator

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

8. Annual Review of the Agreement. The City and River Bend agree to provide for the review of this Agreement on an annual basis at the time the budget and financial disclosures set forth in Article III of this Agreement are provided.

IN WITNESS WHEREOF, the City and River Bend have executed this Agreement the day and year first above written.

CITY OF FARIBAULT

By: _____

John R. Jasinski

Its: _____

Mayor

By: _____

Brian J. Anderson

Its: _____

City Administrator

RIVER BEND NATURE CENTER, INC.

By: _____

Ben Van Gundy

Its: _____

Executive Director

By: _____

Its: _____

EXHIBIT A

Legal Description of the City Property

[to be added]

EXHIBIT B

Legal Description of The Nature Conservancy Property

[to be added]



River Bend
NATURE CENTER



Operating Agreement Recommendations & Draft Capital Improvement Plan



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ABSTRACT

Orwin Rustad and founders of River Bend Nature Center bird watching at the nature center - 1978



River Bend Nature Center is a unique 743 acre public amenity developed by the 501(c)3 non-profit corporation of the same name in collaboration with the State of Minnesota, City of Faribault, and the Nature Conservancy for the public benefit of Faribault residents and the surrounding area. Multiple parcels owned by each entity comprise the 743 acres and through a series of operating agreements and leases, the non-profit River Bend Nature Center (RBNC) has been established as the primary operator of the amenity, providing day-to-day stewardship and all public-facing programs. Over the last four decades, each partner has made significant contributions towards establishing the Nature Center as a premier recreational amenity in the region that adds to the quality of life of Faribault residents, helps drive economic growth in the region, and preserves many of the region's dwindling natural resources. Together, the establishing partners have achieved these accomplishments in a cost-effective and efficient manner through relying on the individual strengths of each partner.

As the Nature Center moves through its fifth decade of existence, there is both an opportunity to standardize and improve upon the roles and responsibilities of establishing partners while collaboratively addressing infrastructure needs that have arisen from maintenance funding gaps, increased use, and aging infrastructure.

River Bend Nature Center is proposing a series of changes to the Operating Agreement between RBNC and the City of Faribault that:

1. clarifies reporting requirements between partners
2. quantifies municipal investments and RBNC investments towards capital maintenance/improvements of the Nature Center
3. establishes the Nature Center as an amenity eligible to receive potential Faribault park dedication fees generated from future development near the Nature Center
4. supports Greater Minnesota Regional Park and Trail designation to ensure eligibility of funding through the Legacy Amendment and Minnesota Legislature
5. potentially allows RBNC to serve as a non-profit grant recipient on behalf of the City of Faribault for other park amenities and programs in the Faribault Park System
6. establishes timetables for periodic revisions to the agreement.

Note on the use of the name "River Bend Nature Center:" River Bend Nature Center is both the name of the 743 acre public amenity and the name of the 501(c)3 non-profit organization that operates the nature center on behalf of the City of Faribault. Throughout this document, the lands and amenity will typically be referred to as "the nature center" or "River Bend" while the 501(c)3 will typically be referred to as "RBNC."

HISTORIC ROLES OF ESTABLISHING PARTNERS

State of Minnesota- The state of Minnesota previously owned the majority of the acreage (536) that became the River Bend Nature

Center. In 1977 the State of Minnesota leased the land to the City of Faribault exclusively for the establishment of a “nature interpretive center.” In 1999, the land was transferred to the City of Faribault with a permanent ownership reversion clause should the land cease to be used for a “nature interpretive center and recreational trail system.”

City of Faribault- The City of Faribault is the current majority landowner of the River Bend Nature Center. In 1975, the City Council passed its first known resolution requesting the establishment of a nature interpretive center. The City of Faribault assisted in the establishment of a non-profit organization to serve as a daily operator for the nature center and has provided significant support to the ongoing development of River Bend over the decades including facilitating the construction of trails, roads, and both nature center buildings, providing loans of equipment, providing technical expertise from city staff, and providing financial support in the form of carrying (and forgiving) debt of the non-profit organization over its history.

River Bend Nature Center (501(c)3)- The nonprofit organization River Bend Nature Center (RBNC) was established by community members with the support of the City of Faribault in 1978 for the purposes of serving as the operator of the lands and programs of the interpretive center. Each year, RBNC provides STEAM environmental education opportunities to nearly every school-aged child and family in the City of Faribault. Since its inception, RBNC has raised millions of private and non-tax dollars towards the development and expansion of the nature center, safeguarded critical wildlife habitat, and maintained more than 10 miles of trail systems. The non-profit organization also owns part of the acreage that makes the current boundaries of the nature center and serves as a natural recipient of future land acquisitions and estate gifts.

The Nature Conservancy- The Nature Conservancy is a worldwide organization based in Virginia. The Nature Conservancy facilitated and received the donation of acreage added to the River Bend Nature Center. The Nature Conservancy provides this acreage for public use through an operating lease to RBNC and the City of Faribault. The Nature Conservancy also provides periodic expertise and consulting services to RBNC.



RIVER BEND NATURE CENTER TODAY

Today, River Bend Nature Center serves over 8,000 youth and family participants through registration-based environmental education

programs and activities. Beyond these activities, the Nature Center operates like a regional park providing trails and park-like amenities to Faribault's 24,000 residents and the surrounding community. To date, neither the RBNC nor the City of Faribault has conducted visitor counts for the nature center so it is hard to determine an accurate estimate of annual visitors but it is widely accepted that the Nature Center is an integral part of the quality of life for Faribault residents as well as a regional destination.

RBNC employs a staff of 6 full-time employees along with seasonal staff and volunteers to carry out programming and care for the amenities at the nature center. The majority of staff hours are dedicated to meeting programmatic demands while much of the maintenance of the grounds is carried out by volunteers under the supervision of RBNC staff.

RBNC has an annual budget of approximately \$500,000. More than half the organization's revenue comes from membership fees, donations, and philanthropic grants.

CURRENT OPERATING AGREEMENT

RBNC and the City of Faribault have entered into a series of operating agreements over the decades to provide for the care and operation of the Nature

Center. The most recent version of the operating agreement was ratified in 2014. In short, the City of Faribault and RBNC have agreed to the following general terms in the current operating agreement:

RBNC is responsible for:

- Determining and providing for the daily staffing, administration, and operations of the nature center to ensure it remains available as a public amenity.
- Ensuring proper financial stewardship of RBNC resources including operating within a balanced budget, and regularly providing the City with financial updates including budget projections, draft budgets, amended budgets, and audited statements.
- Establishing and maintaining an endowment for the maintenance of the nature center's buildings, grounds, and amenities.
- Maintaining, designing, and improving all nature center amenities including trails, buildings, play structures, water fountains, decks, parking lots, kiosks, and other amenities.
- Paying utilities necessary for the operation of a nature center.
- Maintaining an agreed-upon level of insurance

The City of Faribault is responsible for:

- Maintenance, repair, and replacement of main access roads.
- Ensuring that the property owned by the City remains a nature center and is in compliance with the land agreement between the City of Faribault and the State of Minnesota.

A copy of the 2014 operating agreement has been transmitted with this document.

OPERATING AGREEMENT STRENGTHS

Cost-effective management and leveraging non-tax revenue:

The operating partners have generally and historically acknowledged that the partnership between the RBNC and the City of Faribault is a cost-effective and efficient way of preserving and maintaining the 743-acre nature center for public use.

The City of Faribault's public park system is made up of 390 acres of public space and, excluding programs and CIP allocations, is maintained with an annual budget of \$1.1 million and 6 employees at a cost of \$2,889 per acre, funded primarily through property taxes and fees¹. While not a direct comparison, RBNC maintains 743 acres with a staff of 6 and an annual budget of \$500,000 at a cost of \$672 per acre with more than half of that revenue coming from private donations, memberships, and grants. While each entity is unique and a direct cost per acre figure is not an accurate representation of that uniqueness, it is likely that the City of Faribault would incur significant additional annual expenses to maintain the nature center without the operating agreement with RBNC. Likewise, RBNC and its members have greatly benefited from the generosity of the City over the years by making significant contributions each year that are not required of the City in the Operating Agreement.

Simply put, both entities are better able to create the most public good through the existence of the operating agreement.



Wildlife

743 acres of woodlands, prairie and wetlands to common, rare and endangered species

1. City of Faribault 2022 Budget, Page 71, Parks and Trails Maintenance Fund (45200) <https://www.ci.faribault.mn.us/DocumentCenter/View/7265/2022-Budget-Book>

Community Programs

- Over 300 school programs September - May
- 400-800 people attend annual events, Maple Syrup Fun Run and Bats, Bones & Bonfires
- Program offerings for all ages and abilities



OPERATING AGREEMENT WEAKNESSES

While the operating agreement benefits residents of the region, the City of Faribault, and RBNC, it does have the following opportunities for improvement:

Benchmarking communication:

Although both operating partners honor the spirit of the agreement, It is recognized that both operating partners do not fully uphold required communication benchmarks and that doing so may be onerous for both partners.

Addressing aging infrastructure:

As the Nature Center enters its fifth decade of existence, infrastructure is beginning to show signs of age compounded with the effects of deferred maintenance. In 2022 alone, RBNC spent approximately \$50,000 in structural repairs and maintenance to the main interpretive center building and more repairs are needed.

While RBNC is effective at leveraging philanthropic dollars for educational programming and environmental stewardship projects however, the organization has been challenged in finding private sources of funding to cover capital repairs and maintenance expenses. As a result, RBNC has rarely been able to provide the same level of maintenance and care that other park amenities in Faribault have received. These challenges are compounded by the fact that many philanthropic institutions have restrictions against funding “brick and mortar” capital projects and that many potential private donors perceive the nature center as a public park, maintained by the City of Faribault.

While RBNC can and will always try to maintain the infrastructure and amenities in the nature center, it is unlikely that RBNC will be able to raise the funds necessary to stay ahead of increasing maintenance costs without periodic capital fund investments from the City of Faribault.

OPPORTUNITIES FOR GREATER PARTNERSHIP BETWEEN CITY OF FARIBAULT AND RBNC

There are several opportunities for greater, mutually beneficial, cooperation between the City of Faribault and RBNC that are currently not being leveraged including:

Obtaining Regional Park Designation: The nature center is highly eligible to be designated as part of the Greater Minnesota Regional Parks and Trails (GMRPTC) network established in 2013. This designation would make the Nature Center eligible to receive funds from the legislature and the Legacy Amendment to develop and improve the nature center. Each year there are between \$5-12 million in funds available to a current network of approximately 75 established GMRPTC parks throughout Minnesota. Eligible parks submit applications for funding each year. Typical grant awards are in the \$150-500 thousand range. There are also periodic project/programming grants that the nature center could be eligible for. An application for the Nature Center could possibly include City portions of Teepee Tonka trail extending into Teepee Tonka Park. The City of Faribault would need to sponsor the Nature Center's application and possibly provide RBNC staff with technical assistance around the application².

RBNC serving as a non-profit recipient of broader grants to Faribault Park system: There is currently no "friends of" group or non-profit wing for the Faribault park system. RBNC's mission is closely aligned with the goals of the Faribault park system and an agreement could be reached where RBNC could receive donations and grants on behalf of the city's park system that they may otherwise be ineligible to receive. For example, many philanthropic foundations do not receive grant applications directly from entities of government. At the City's request, RBNC could potentially serve as a fiscal sponsor for grant applications for these types of funders where there is clear mission alignment.



2. Greater Minnesota Regional Parks and Trails Commission application guidelines: <https://www.gmrptcommission.org/applications.html>

SPECIFIC OPERATING AGREEMENT MODIFICATION PROPOSALS FROM RBNC

To maximize the potential benefits and address the weaknesses of the partnership between the City and RBNC outlined in this narrative, RBNC is requesting that the City

consider the following items be taken up by the partners as either stand-alone actions or as a modification to the existing operating agreement:

1. A 2023 investment into the nature center from the City: RBNC proposes that the City of Faribault make a lump sum contribution of \$300,000 from City surpluses toward the implementation of RBNC's 5-year capital improvement and maintenance plans subject to approval by the City. RBNC's current draft 5-year CIP has an average annual expense of \$180,620 per year. RBNC projects that a lump sum investment from the City of Faribault of \$300,000 would cover approximately 16.6% percent of the nature center's capital needs (excluding any potential new constructions) over the next decade. Potential future lump sum investments could be determined between the City and RBNC based on the availability of City funds, inflation factors, and actual capital needs. Anticipated capital projects needed in the next five years include items such as: the reconstruction of the Nature Center's asphalt trail loop, replacement of HVAC systems in both Nature Center buildings, demolition of Cherry Trail bridge and trail realignment, a feasibility and use study of current buildings, and resurfacing, grading, and repair of several aggregate trails. A draft 5-year CIP has been provided at the end of this document.

Additionally, RBNC would continue to seek consultation and approval of the Nature Center's 5-year CIPs from the City and provide the City with an annual progress report including projects underway, City contributions spent, and private philanthropic funds leveraged from the City's investment.

2022 Repairs

New North side doors

Sealing of the building

Foundation repairs

Old dock boards replaced

Tuck pointing

Walls painted



2. Provide support and potential technical and community outreach assistance in RBNC's application for Greater Minnesota Regional Park and Trail designation. Initial conversations with the Greater Minnesota Regional Park and Trail Commission have indicated that the Nature Center would be highly eligible for regional designation. Such designation would provide potential access to Legacy Amendment funding and legislative allocation. The process for designation involves the development of a master plan for the Nature Center. RBNC staff would likely require technical assistance and coordination with the City to submit a successful application.

3. Develop and agree upon language in the operating agreement that communicates that RBNC operates the nature center on behalf of the City of Faribault for use as an open area for recreational purposes. Minnesota Statute 466.03 sub6e provides municipalities protection from liability from claims originating in parks and open areas for recreational purposes. To the greatest extent possible, RBNC desires for that protection to extend to it⁶.

Draft Capital Improvement Plan

	2022 Complete	Purpose	Year 1 Following Revised Agreement		Year 2 Following Revised Agreement	
	Total Capital Asset Amount		Amount	Purpose	Amount	Purpose
Total Capital Budget	\$90,000.00		\$116,660.00		\$208,480.00	
Buildings						
Interpretive Center	\$50,000.00	Masonry and door/window repairs	\$9,500.00	Electrical and plumbing upgrades	\$45,000.00	paint, flooring, displays,
Trailside			\$17,000.00	HVAC replacement, electric upgrade, cosmetic improvements		
Potential future site/rebuild			\$18,000.00	needs assesment/feasability study/Strategic Planning		
Trail network			\$22,160.00	Trail maintenance/repair of unpaved network Trail re-design to remove damaged bridge	\$68,480.00	Trail maintenance/repair of unpaved Bridge removal and trail re-align
Amplitheater						
Bridges and Boardwalks						
Play structures						
Equipment (over \$1,000)			\$0.00		\$25,000.00	Golf cart / Gator replacements and Track Wheelchair
Natural Resource Management	\$40,000.00	Invasive control, prairie mgt	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash M
Education and Interpretive			\$10,000.00	Interpretive plan phase 1	\$30,000.00	Implementation of Interpretive p Signage, audio description, trans
Benches, tables, and memorials						
Exterior visitor signs						

4. Agree upon the timing and means of providing updates from RBNC to the City of Faribault and review Operating Agreement for potential revisions. The current operating agreement requires specific communications and approvals between the City and RBNC. This is something that the City is entitled to and RBNC believes the City should receive. However, it appears that over the last several years, neither RBNC or the City have insisted these communications take place. RBNC suggests the simplification of these requirements and that the City receive a presentation each year through its City Council where RBNC staff can provide an update on all of RBNC's previous activities.



Future Projects

HVAC system

Trail system reconstruction and repairs

Cherry Trail Bridge demolition & realignment

Restroom Improvements

5. Park Dedication Fee statute and "essential nexus" definition: <https://www.revisor.mn.gov/statutes/cite/462.358>

6. Minnesota recreational/park liability immunity statute for municipalities: <https://www.revisor.mn.gov/statutes/cite/466.03>

	Year 3 Following Revised Agreement		Year 4 Following Revised Agreement		Year 5 Following Revised Agreement	
	Amount	Purpose	Amount	Purpose	Amount	Purpose
	\$411,000.00		\$58,480.00		\$108,480.00	
	\$21,000.00	HVAC replacement			\$50,000.00	20kw solar install
network ment	\$350,000.00	Paved trail reconstruction Trail maintenance/repair of unpaved network	\$18,480.00	Trail maintenance/repair of unpaved and unpaved network	\$18,480.00	Trail maintenance/repair of unpaved and unpaved network
gt Plan plan ation	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan





Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 18, 2023
SUBJECT: Facility Maintenance Study - ABM

Discussion:

The City of Faribault is currently a Green Step City and a Gold Leaf City. These were done by resolution and approved by City Council in the past. The Gold Leaf City is a new pilot program which partners with the Green Step City to provide sustainable opportunities. As part of this process, the City of Faribault will also be recognized as a Gold Leaf City.

ABM is a company that provides facility maintenance studies that focus on sustainability. We currently also have a maintenance study with ISG to look at the need for physical building improvements. ABM is more focused on equipment that should be replaced, which will result in future utility cost savings. They will inspect all equipment including pumps, boilers, air handling units, and lighting. This is a way to replace a number of items that could provide savings for the City at no upfront cost. As an example, we have almost 30-year-old boilers at the library and 17-year-old air handling units at the public works facility. If upgrading these items would provide enough savings, we could get them replaced at no upfront cost to the City.

The focus of ABM is to bundle everything they discover and determine if we can save money by replacing equipment. If there are sufficient savings, they would then pay for all the replacements at no upfront cost to us. ABM would then get paid half of the future utility cost savings the City would attain in order to recover their costs. Once ABM's costs are recovered, the agreement ends and the City keeps 100% of the savings going forward.

The first phase of the process is for ABM to inspect our facilities and conduct a survey. They submit their findings to us and determine if we are a good fit for savings. If applicable, they will enter into an agreement with us to allow repairs/upgrades to be made.

Attachments:

1. Faribault Gold Leaf Presentation
2. Memo of Understanding
3. Gold Leaf Flyer

Creating Thriving Communities

Gold Leaf Pilot Achievement and Savings Generation

ABM Building Solutions, LLC.

April
18
2023



Key Presentation Contents



DESCRIBE GUARANTEED SAVINGS PERFORMANCE CONTRACT STRUCTURE

Generate and capture savings in areas like energy, operational, and capital costs.

Understand ABM's approach and capabilities

Learn Faribault's Priorities



CONNECT TO FARIBAULT'S COMMUNITY AND SUSTAINABILITY GOALS

2023 Gold Leaf Pilot Program

Community Development and Sustainability Initiatives

Major Infrastructure and Capital Needs



NEXT STEPS AND NO-RISK, NO-COST MOU DECISION PREP

Overview basic process

Prepare for no-cost, no-obligation MOU consideration

Sustainability & Resiliency



Founded in 1909 | \$7 Billion in Revenue



250+ U.S. & International Locations



20,000+ Clients | 100,000 Team Members



HVAC & MECHANICAL

500,000+ heating and cooling systems



ELECTRICAL

28,000+ EV charging ports installed



MISSION CRITICAL

35+ million sq. ft. of data center space



JANITORIAL

4+ billion sq. ft. cleaned each day



ENERGY

30% average reduction in energy used



FACILITIES ENGINEERING

10,000+ certified engineers



LANDSCAPE & TURF

55,000+ acres of landscaping & golf courses



MICROGRID

Over **1 GW** of installed microgrids

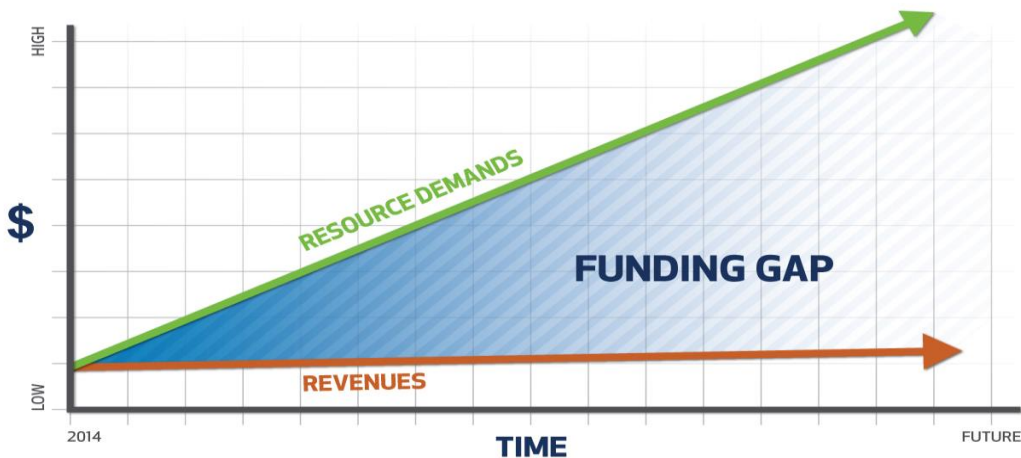


PARKING & TRANSPORTATION

\$1.5+ billion in parking revenue collected

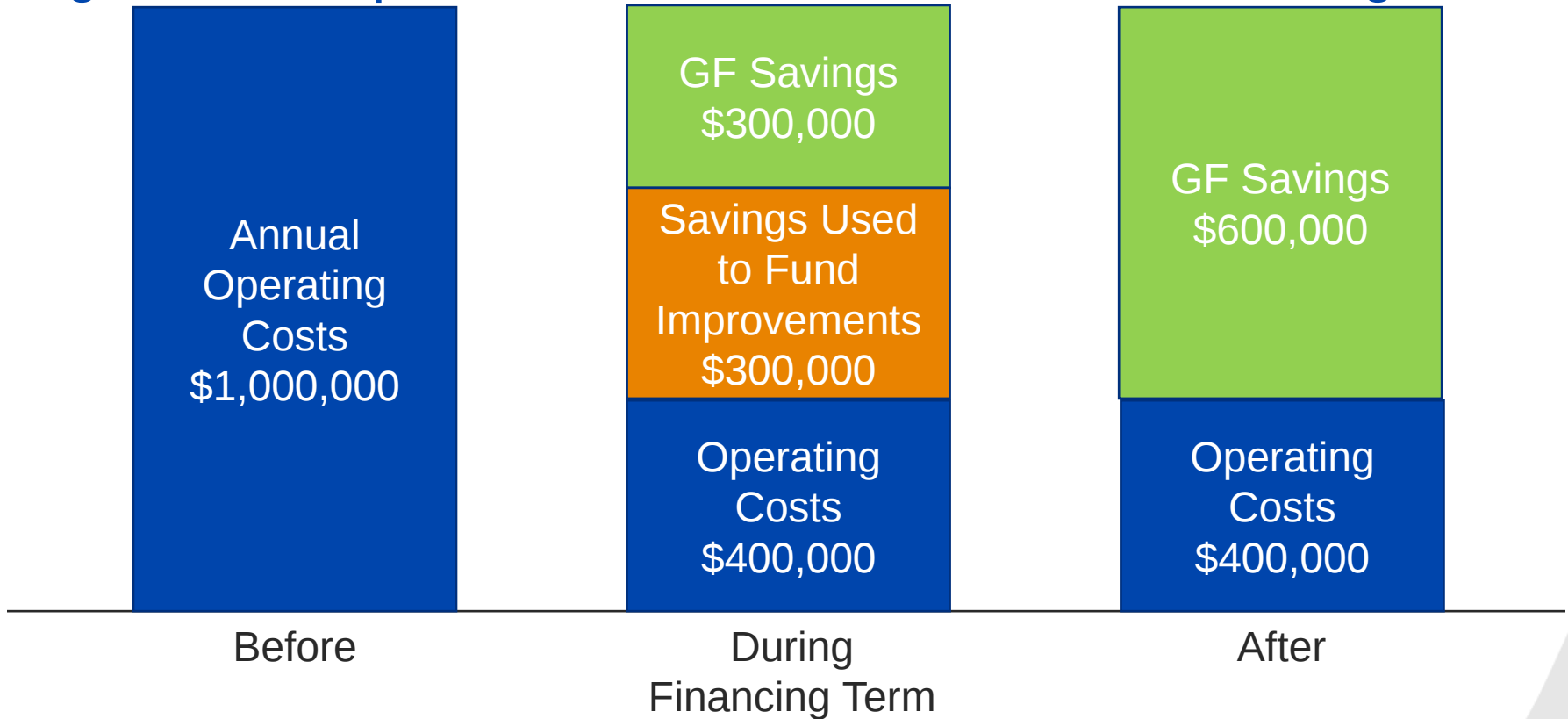
Financing Action: What Gets Squeezed

Our Partners Say:
Pressure on Core
Services and Goals



- ✓ Infrastructure
- ✓ Sustainability and Environment
- ✓ Public Safety
- ✓ Economic and Workforce Development
- ✓ Housing
- ✓ Community Development & Equity Goals

Guaranteed Energy Savings and Performance Contract Program Concept – Generate Year One Financial Savings

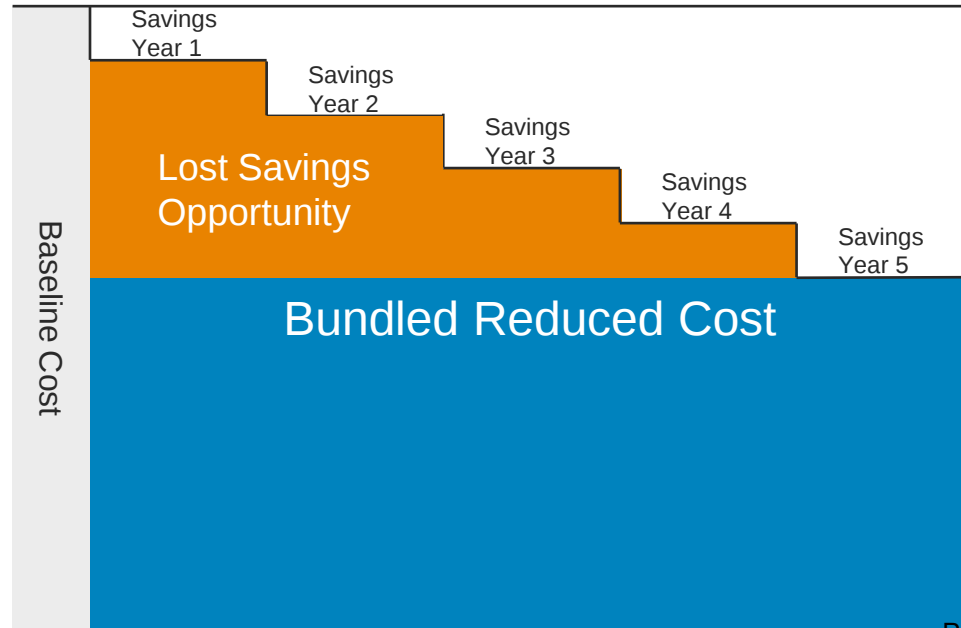


What is “Bundling”

Immediate Savings Through Bundling

Stepwise Savings Model vs Immediate Bundled Model

Maximum Savings Achieved Year 1



Key Bundled, Guaranteed Program Attributes



INNOVATIVE FUNDING – MAXIMIZE SAVINGS

Pay for high-impact climate actions and infrastructure improvements by generating **guaranteed energy, operational, and capital savings**.

Capture additional savings to benefit city.



COMPREHENSIVE TURNKEY SOLUTION

Single point of accountability for design, engineering, implementation and commissioning.

Nationwide comprehensive savings generation experience maximizes financial and environmental benefits.



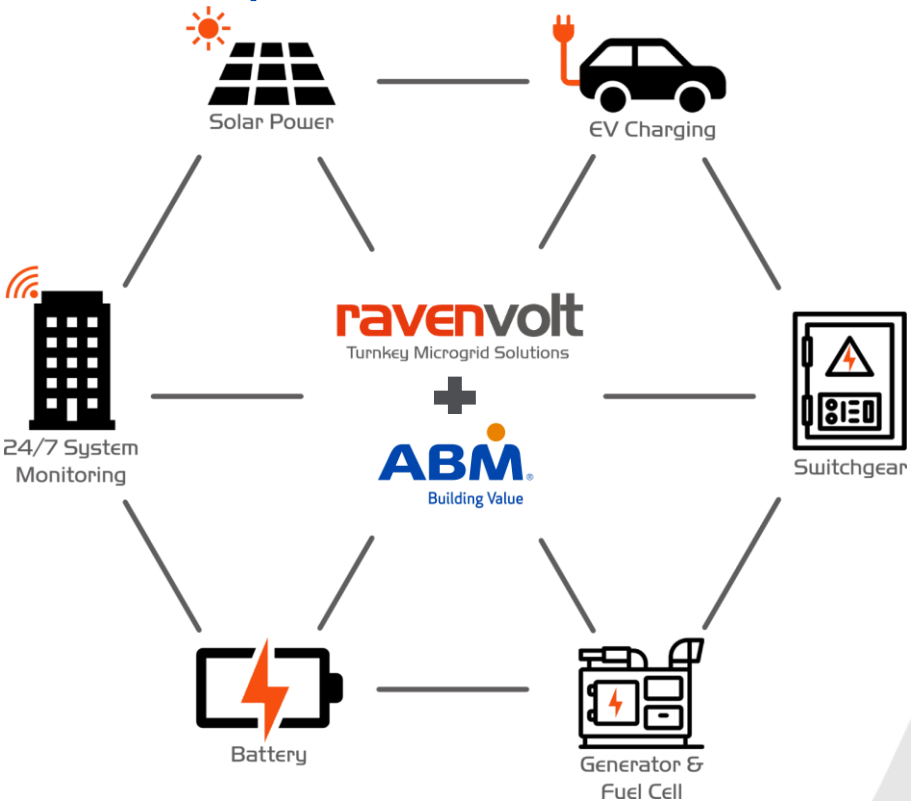
LOWER RISK & NO CHANGE ORDERS

Firm, fixed pricing (no overruns or change orders), **guaranteed savings results** – very low risk!

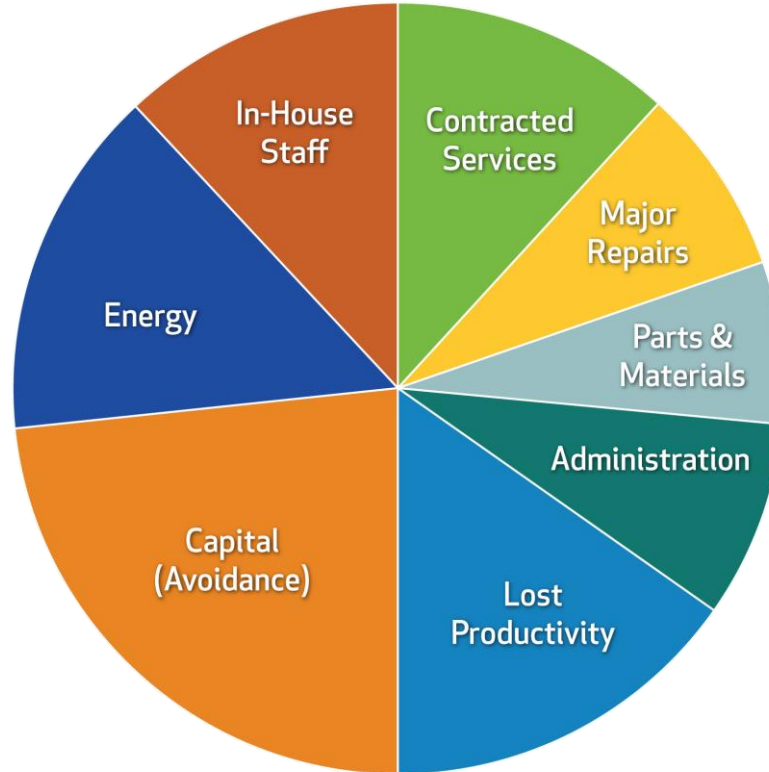
Through guarantees, ABM assumes risk on behalf of our partner cities. ABM provides guarantees everyone can be **CONFIDENT** in.

ABM Whole Facility Solutions Approach

Full Suite of Savings Experience and Capabilities



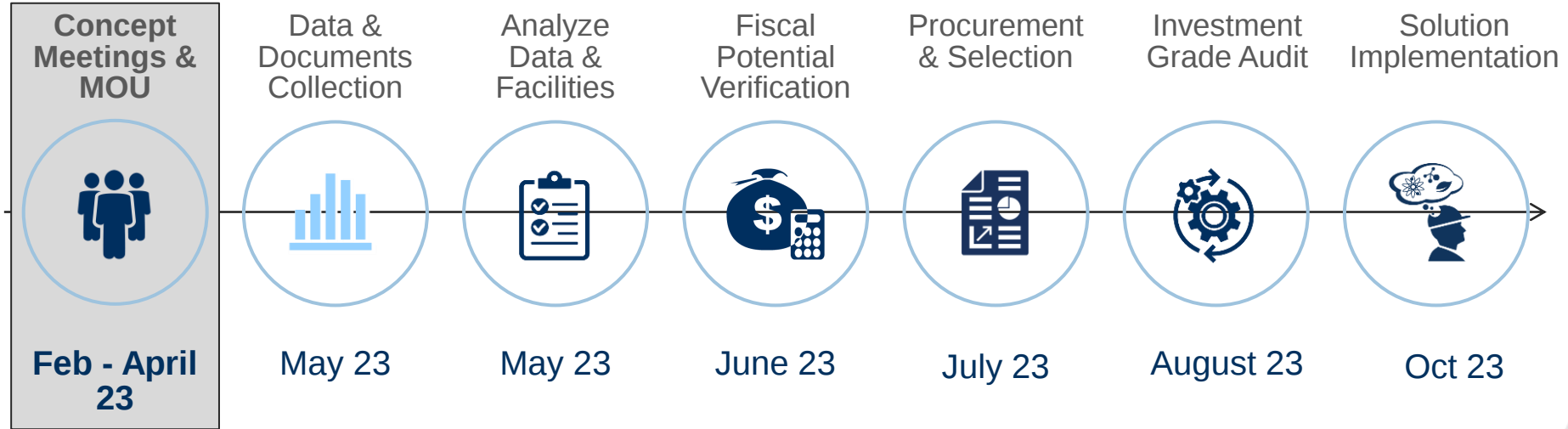
Piecing the Whole Savings Pie Together...



As America's largest facilities management company, ABM identifies, creates, and captures savings from uniquely broad range of sources to help you achieve your highest-impact actions and maximize savings

- ✓ Assesses All Operational Spend
- ✓ Measures Exposure to Deferred Maintenance
- ✓ Identify Revenue Opportunities
- ✓ Inspect Enterprise Divisions
- ✓ Build Equity Spend in Neighborhoods
- ✓ Healthy Building Analysis
- ✓ Design a Fundable Solution
- ✓ Prioritize Action Plan

Potential Solution Timeline



Preliminary Analysis Phase: Learn, Analyze, Qualify
ZERO cost or commitment for Faribault

Development and Implementation
 Design, Decide, Implement, **SAVE**

Your Leadership in Gold Leaf: A Call to Action



Minnesota
GreenStep



Figure 8: Draft Leaf example

2022 MPCA Project Advisory Committee: Top Concerns

- High Impact Action: Action and Mitigation over Planning
- Overcoming Financial Hurdles
 - Overcoming capacity and financial incentive needs
 - Accessibility for all communities
 - Resource accessibility (technical and financial)

Climate Mitigation Actions

CM6 - Public energy efficiency projects: Invest in a new and significant energy efficiency project through performance contracting or other funding in city-owned/school buildings.

CM12 - Community renewable energy projects: Newly install or support the installation for community-owned or public sector/municipally owned renewable energy technology—solar, wind, hydro, etc.

Climate Adaptation Actions

CA3 - Back-up energy system: Newly install islanding capability and storage for a clean energy system in a publicly accessible building to provide back-up power that can sustain function during extreme weather events.



Thank You

GET IN TOUCH

Adam Seidel
952-254-1327
Adam.Seidel@ABM.com



Memorandum of Understanding

ABM Building Solutions, LLC
965 Decatur Ave N, Golden Valley, MN, 55427

April 18, 2023

City of Faribault
208 1st Ave NW
Faribault, MN 55021

Re: Memorandum of Understanding (MOU) for Preliminary Assessment

As a result of our meeting with ABM on April 18, 2023 we are encouraged at opportunities for reducing City of Faribault's overall costs of operation and services, modernizing the City's infrastructure, decreasing carbon emissions, and achieving actions in the Minnesota Pollution Control Agency's GreenStep Cities Gold Leaf Pilot Program. ABM agrees to dedicate resources to conduct a free Preliminary Assessment (PA) of mutually agreed upon City facilities.

As part of this Preliminary Analysis, the City will provide ABM with the following information and resources below:

- Facility square footages
- Utility bills, last 12 months (Gas, Electric, Water)
- Escort for site walks
- Facility and infrastructure mechanical and electrical drawings, where needed and available

ABM will utilize the information to complete the following tasks:

- In-person site-walks
- Utility bill analysis
- Observations & recommendations
- Funding pathways (including available grants/rebates/subsidies)
- Develop preliminary energy and operational savings on potential infrastructure improvements
- Qualify the feasibility of a comprehensive program funded by the above resources to accomplish City goals

Both parties understand that the purpose of this Preliminary Assessment is to determine the feasibility of a financial solution where energy cost savings are used to offset the costs associated with necessary infrastructure upgrades. Both parties agree there will be no cost to the City to conduct the Preliminary Assessment.

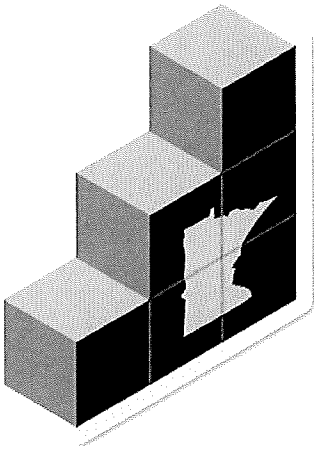
In consideration of the City of Faribault signing of this Memorandum of Understanding, ABM will complete the Preliminary Assessment and provide the results via PowerPoint within 60 days receipt of the information provided above.

City Signer Name and Title (print below)

Date

Joe Boetsch, ABM Vice President of Sales

Date



Gold Leaf Pilot

What is it?

The GreenStep Cities program is excited to launch a pilot the proposed Gold Leaf program, which focuses on pathways for communities to take local climate action through the GreenStep program. Read more about the background, process, and program goals in the Gold Leaf Program Proposal document.

Participants of the pilot Gold Leaf program will be recognized as they achieve 'gold leaves' for completing any NEW actions from:

- 44 high-priority, high-impact climate actions (page 17) under the categories of:
 - Climate mitigation
 - Climate planning
 - Climate adaptation
 - Community connectedness for Minnesota's changing climate

What are the benefits to participating in the pilot?

Communities are already seeing impacts locally - warming temperatures (especially during winter), drier summers, more severe precipitation events, and more. The proposed Gold Leaf program has narrowed down the 181 GreenStep Cities actions to create a climate action 'road map' that your community can focus down even further based on local needs and priorities. In addition, each awarded Gold Leaf will provide updated action reports for peer communities to learn from your successes while also giving you the recognition you deserve for your hard work.

Finally, pilot participants will help us build a program that works for Minnesota communities by providing feedback and recommending new resources that will support any and all communities in Minnesota to take climate actions now.

We are also working on supporting pilot participants each with a summer 2023 intern that can assist in climate action planning and implementation!

What are the expectations for participating in the pilot?

- Participate in the nine-month pilot (Dec. 1, 2022 - Sept. 1, 2023)
- Commit to completing and reporting at least 2 NEW actions (see Appendix A in the Proposal) during the pilot period. They can include actions that are already underway and planned to be completed during the pilot period.
- Provide feedback on the program structure and support during and following the pilot period. See the questions listed in the Proposal (Page 11).
- Serve as ambassadors of the official program launch (tentatively Dec. 2023).

Pilot Participants:

Community	GreenStep Step	CERTs Region	Population
Duluth	Step 5	Northeast	86,697
Edina	Step 5	Metro	53,494
Faribault	Step 2	Southeast	24,453
Grand Rapids	Step 2	Northeast	11,126
La Crescent	Step 4	Southeast	5,276
Leech Lake Band of Ojibwe	Step 2/3	Central	10,967
Maplewood	Step 5	Metro	42,088
Rochester	Step 5	Southeast	121,395
Roseville	Step 5	Metro	36,254
Saint Anthony Village	Step 5	Metro	9,257

Vadnais Heights	-	Metro	12,623
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Questions? Contact us at 651-757-2793 or greenstep@state.mn.us.



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
John Sherwin, Police Chief
MEETING DATE: April 18, 2023
SUBJECT: Amend Chapter 31 of the City Code: Tall Grass and Weed Ordinance

Discussion:

The City Council reviewed proposed amendments to the City's tall grass and weed ordinance at a work session last summer (see Exhibit A). The Council supported the proposed amendments. However, based on the Police Department's concerns about the time it takes to enforce the ordinance, the Council directed staff to explore options to streamline enforcement actions.

The City's current ordinance requires the City to send a notice to property owners violating the tall grass and weed ordinance. Property owners have ten days to resolve the violation, or the City can abate the violation and require the owner to pay the cost. With hundreds of violations a year, this enforcement process requires considerable staff time. A community service officer must first visit the site, then send a notice of violation, revisit the site, issue a citation if the property owner has not abated the violation, then contract with a vendor to mow the site, and finally bill the property owner.

Chief Sherwin suggests that the City Council consider enforcement actions that allow immediate issuance of a citation for tall grass and weeds with expedited abatement requirements. The intent is that immediate enforcement will lead to long-term compliance, and ultimately reduce staff enforcement time.

The City must provide property owners with due process to either appeal or abate violations. The City of North Mankato recently lost a lawsuit because the court found that the City had not sufficiently documented how a property owner's landscape presented a "public nuisance." The lesson from the North Mankato court's decision is that cities need to carefully

document suspected violations and clearly demonstrate how the property presents a public nuisance. Some property owners may feel that the immediate issuance of a citation does not allow due process. However, others may feel that the police department regularly issues citations for parking and traffic violations, so it would be appropriate for the police to immediately issue a citation for a tall grass and weed violation.

Staff wishes to discuss alternative enforcement actions that still afford property owners due process. Based on City Council direction, staff will refine the draft tall grass and weed ordinance for City Council action at an upcoming Council meeting.

Attachments:

1. Previously Proposed Amendments to the Tall Grass and Weed Ordinance

Chapter 31 - TALL GRASS AND WEED REGULATION

Sec. 31-1. - Legislative intent.

It is declared to be the purpose and intent of this chapter to protect and preserve the city's neighborhoods and the public health, safety and welfare of those who live there. The city council determines that keeping the city free of ~~tall turf~~ grass over eight inches in height and noxious weeds improves the quality of life of all residents by improving aesthetics, by eliminating harbor for rodents and insects, and by eliminating fire hazards. ~~At the same time, the city council recognizes that requiring the mowing of grasses and noxious weeds is sometimes unreasonable or impractical under certain circumstances.~~

The city council also determines that a variety of properly maintained landscaping treatments adds diversity and richness to the quality of life, and does not want to discourage the preservation, restoration and maintenance of diverse biologically stable natural plant communities or environmentally sound practices. The city council finds that the establishment of prairie, naturalistic and meadow plant communities are acceptable landscape treatments. However, as a protection for the larger community, these types of landscaping treatments must be properly planned, managed and maintained, ~~and the length of transition period must be minimized~~ or they are likely to cause a public nuisance.

(Ord. No. 2009-21, § 2, 12-22-09)

Sec. 31-2. - Definitions.

For purposes of this chapter, the following words, terms and phrases shall have the following meanings respectively ascribed to them in this section:

Buffer or buffer strip. A management area used to separate differing landscapes and land uses in order to minimize the impact from adjacent land uses.

Landscaping. The encouragement of selected plants to grow on a site.

Meadow vegetation. Grasses and flowering broad-leaf plants that are native to, or adapted to, the State of Minnesota, and that are commonly found in meadow and prairie plant communities, with the exception of weeds.

Native grasses. Grasses that existed in the area prior to European settlement (Beach Grass, Wood Chess Grass, Sand Reed Grass, Wheat Grass, Bluestem Grass, Grama Grass, Brome Grass, Buffalo Grass, Switch Grass, Indian Grass, Wild Rye).

Native plants. Plants that existed in the area prior to European settlement.

Natural landscaping. The use of groups of native plants.

Naturalistic landscaping. The use of native and non-native plants.

Natural preserve. A natural undisturbed area designated by the city council where the land and vegetation appears to not have been graded, landscaped or otherwise disturbed by human or mechanical means in recent time.

Noxious weeds. Plants designated by the commissioner of agriculture as "noxious weeds" pursuant to Minnesota Statutes Section 18.77, subdivision 8.

Prairie. A plant community dominated by a diversity of native perennial herbaceous plants and grasses.

Temporary erosion control grasses. Grasses (winter wheat, oats, annual rye or regreen) that are used as single growing season cover or nurse crops to assist in the establishment of permanent vegetation.

Transitional period. The amount of time needed to change from one type of landscaping to another. A transitional period must not extend beyond three (3) growing seasons for any specific area.

Turf grass. Grass commonly used in regularly cut and maintained lawns or play areas (including, but not limited to, bluegrass, fescue, and ryegrass blends) intended to be maintained at a height of no more than eight (8) inches.

Weeds. All noxious weeds and any undesirable or troublesome plant that is horticulturally out of place, especially plants that grow profusely where they are not wanted. For the purposes of this chapter, Taraxacum spp (common dandelion) is not considered to be a weed.

Wetlands. Lands that are transitional between terrestrial and aquatic systems where the water table is near the surface. The boundary of wetlands, for purposes of this chapter, shall be determined according to the U.S. Army Corps of Engineers Wetland Delineation Manual (1987).

(Ord. No. 2009-21, § 2, 12-22-09)

Sec. 31-3. - Nuisance declared.

It shall be unlawful and a public nuisance for any person having control over any property in the city to permit or maintain on such property any:

- (1) Noxious weeds; or
- (2) Growth of turf grass or weeds in excess of eight (8) inches in height, ~~if the growth of grass or weeds occupies an area of at least one hundred forty-four (144) square feet and is located within two hundred (200) feet of a residence or developed property.~~

No property owner shall permit such weeds and turf grass to be a public nuisance. Any such public nuisance must be immediately abated by the property owner by removing the weeds, cutting the turf grass and removing the clippings.

(Ord. No. 2009-21, § 2, 12-22-09)

Sec. 31-4. - Exemptions.

The following are not considered to be public nuisances:

- (1) Non-noxious weeds and grass vegetation in wetland areas;
- (2) Non-noxious weeds, grasses and herbaceous vegetation that are within fifty (50) feet of designated stormwater ponds, natural or altered creeks, rivers and stream corridors, including riparian buffer strips that convey water; ~~provided that they are annually cut to less than eight (8) inches if the area is located within two hundred (200) feet of an occupied residence or developed property;~~
- (3) Non-noxious weeds and grass vegetation growing on property located in any zoning district that is being actively farmed;
- (4) Temporary erosion control grasses;
- (5) Prairie, meadow or natural landscape vegetation that is maintained and includes the cultivation of native grasses and does not contain any noxious weed growth, ~~provided that a natural landscape permit is obtained from the city;~~
- (6) Grass and non-noxious weed vegetation growing in areas designated by the city council as a natural preserve; and
- (7) Grass, non-noxious weed vegetation and ornamental grasses growing on natural or altered slopes that are steeper than 2:1.

(Ord. No. 2009-21, § 2, 12-22-09)

~~Sec. 31-5.— Natural landscape permits.~~

- ~~(a) — *Permit required.* A natural landscape permit must be obtained from the city by a property owner desiring to use prairie, meadow or natural landscape vegetation which is not otherwise exempted by this chapter and is expected to exceed ten (10) inches in overall height.~~
- ~~(b) — *Permit application contents.* The natural landscape permit application must contain the following information:~~
- ~~(1) — The name and address of the applicant;~~
 - ~~(2) — The legal description of the property;~~
 - ~~(3) — A site plan showing lot lines, public right-of-way, buildings and the location of the proposed landscaping;~~
 - ~~(4) — A general description of the vegetation and plant types to be used, including the Latin and common names of all of the species; and~~
 - ~~(5) — A specific management and maintenance plan that includes the following information:~~
 - ~~a. — A planting diagram showing the location and mature height of all species of vegetation;~~
 - ~~b. — Detailed information on the upkeep of each species;~~
 - ~~c. — The estimated transitional period, if applicable; and~~
 - ~~d. — The plan for elimination of any non-native vegetation.~~
 - ~~(6) — The name, address, phone number and qualifications of the person or company that will be responsible for the management and maintenance of the vegetation.~~
- ~~(c) — *Permit issuance.* The chief of police or his/her designee shall review the application and issue the natural landscape permit unless:~~
- ~~(1) — The application is incomplete;~~
 - ~~(2) — The management and maintenance plan is incomplete or inconsistent with the requirements of this chapter;~~
 - ~~(3) — The plan proposes use of non-native grasses; or~~
 - ~~(4) — The transitional period for the area to be landscaped is longer than three (3) growing seasons.~~
- ~~A natural landscape permit shall be valid for five (5) years from the date of approval.~~
- ~~(d) — *Permit denial; appeal.* If the chief of police or his/her designee denies an application for a natural landscape permit, he or she shall send written notice of the denial to the applicant. The applicant may appeal the decision to the city council by filing notice of such appeal with the city administrator within twenty (20) days of the date of the notice. Upon receipt of the notice of appeal, the city council shall set a public hearing date at which the applicant and any other party wishing to be heard may have an opportunity to present evidence as to the applicant's compliance with this chapter. If the city council determines that the applicant has complied with the provisions of this chapter, it shall direct the chief of police to issue the permit. The city council must affirm the city administrator's denial of the permit if it determines that the applicant has not complied with the provisions of this chapter.~~
- ~~(e) — *Permit revocation.* The city administrator may regularly inspect any property holding a natural landscape permit.~~
- ~~(1) — A natural landscape permit may be revoked by the city administrator for any of the following reasons:~~
 - ~~a. — Weeds are not removed;~~

- ~~b. The vegetation is not being maintained to a height of ten (10) inches or less in areas located within eighteen (18) inches of a public street, sidewalk, trail or alley;~~
 - ~~c. The vegetation is not being maintained to a height of ten (10) inches or less in areas located within four (4) feet of a side or rear lot line, unless the adjacent property owner has consented in writing;~~
 - ~~d. The property owner fails to maintain the natural landscape area in a manner consistent with the management and maintenance plan that was submitted with the permit application.~~
- (2) ~~For any property that is not in compliance, the chief of police or his/her designee shall give notice to the holder of the permit by U.S. mail stating that the property must be in compliance within thirty (30) days. Should that period pass without action by the holder of the permit, the city administrator or his or her designee shall:~~
- ~~a. Revoke the natural landscape permit;~~
 - ~~b. Remove all improperly maintained vegetation;~~
 - ~~c. Declare the property ineligible for a natural landscape permit unless sold for a period of two (2) years; and~~
 - ~~d. Assess the property for all fees associated with inspection of the property and any removal of improperly maintained vegetation in accordance with assessment provisions of this chapter.~~

(Ord. No. 2009-21, § 2, 12-22-09)

Sec. 31-~~65~~. - Violations.

- (a) *Inspection and notice.* ~~The city weed inspector~~ An authorized agent of the city shall make such inspections as are necessary to determine whether weeds and grass constitute a public nuisance as defined in this chapter and is hereby authorized to enter onto private property for the purpose of conducting such inspection. Upon finding such public nuisance, the ~~weed inspector~~ authorized agent shall send a notice to the record owner of the property by certified mail, U.S. mail or by personal service ordering the owner to abate the nuisance within ten (10) days of the date of the notice. The notice shall also state that if the owner fails to abate the nuisance, the city will abate the nuisance and the expense thereof, if unpaid by the owner, to be levied against the benefited property as a special assessment. Refusal to accept such notice by the owner of the property shall not constitute a defense that the notice was not received.
- (b) *Abatement by the city.* If such nuisance is not abated within the time required, the city may abate the nuisance. ~~The city weed inspector~~ An authorized agent of the city shall keep a record of the total cost of the abatement attributable to each property and report such information to the city clerk.
- (c) *Owner liability for cost.* As soon as the abatement has been completed and the cost determined, the city shall prepare a bill and mail it to the owner and thereupon the amount shall be immediately due and payable. If the owner fails to pay the bill, the total charges may be levied as an assessment against the property. This shall be an additional remedy and not in lieu of any other penalty provided for in the City Code or state law.

(Ord. No. 2009-21, § 2, 12-22-09)



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
Travis Block, Public Works Director
MEETING DATE: April 18, 2023
SUBJECT: Gravel Road Options Discussion

Discussion:

The City currently does not provide dust control on gravel roads or alleys as part of our maintenance practices. Historically, residents wishing to have this done have done so by hiring a private contractor at their own expense under a right of way permit. The most recent instance was in 2022 on Wells Lake Dr. in which a homeowner was issued a permit with the conditions associated with maintenance of the road before and after the dust coating application. The road was graded once before the application and not graded again for the remainder of the season.

In regards to the specific resident request for 17th Street NW west of Western Avenue, the following options are available for the Council to consider:

1. Pave the street. Per the Public Improvement Standards and Assessment Policies adopted most recently by the City Council in 2021, gravel roads are considered unimproved roads and therefore 100% of the costs to pave/upgrade them are assessed back to the adjacent property owners.
2. Close the road (seasonally). There is no direct parcel access from 17th Street NW in the subject area other than to the undeveloped property to the north which is used for agricultural purposes (limited access to the ag field could be coordinated between the City and the property owner). The gravel road could be closed during the non-snowplowing months. This would eliminate traffic on the road and a majority of the dust while also possibly reducing or hopefully eliminating the illegal dumping of waste at the far western end of the gravel road. The road could then be opened during the snowy months when dust is not a concern to allow snow plows to complete snow and ice control operations without having to back up.
3. Use dust control treatments. Should the Council choose to use dust control, it is staff's recommendation that these practices be applied

to all sections of gravel road and alleys in the City. Council should direct staff if the cost of dust control should be a City cost or remain a 100% cost, the responsibility of the adjacent property owners.

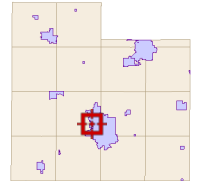
Attachments:

1. 17th_Street_NW_-_Gravel_Road_Area

17th Street NW - Gravel Road Area



Overview



Legend

-  Townships
-  Sections
-  Parcels
-  Roads
-  Road Numbers

The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

Date created: 4/13/2023

Last Data Uploaded: 4/13/2023 7:25:22 AM

Developed by  **Schneider**
GEOSPATIAL



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: April 18, 2023
SUBJECT: Review Citizen Board and Commission Appointment Applications

Discussion:

Due to the resignation of Crystal Bauer, the Library Advisory Board currently has a vacancy. The following individuals have submitted applications to serve on the Library Advisory Board: Tyler Gardner and Kate McGrogan.

Library Advisory appointments are for a term of three (3) years. This appointment will fill out the remainder of the 3-year term, which will expire on January 31, 2024.

Attachments:

1. Library Advisory Board Applications
2. Board-Commission Appointments 2023-04-18

Heather Slechta

From: noreply@civicplus.com
Sent: Wednesday, December 28, 2022 2:52 PM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board,
Commission or Committee
you wish to apply for

Library Advisory Board

First Name Tyler

Last Name Gardner

Address1 225 4TH AVE SW

Address2 *Field not completed.*

City Faribault

State Minnesota

Zip 55021

Occupation *Field not completed.*

List the day and hours you
are available for meetings

Monday all day
Tuesday after 6pm
Wednesday - unavailable
Thursday - after 6pm
Friday - unavailable

Are you currently serving on
other Boards, Commissions,
or Committees?

No

If yes, which one(s)? *Field not completed.*

Have you served on a
Board, Commission or
Committee before?

Yes

If yes, which one(s)?

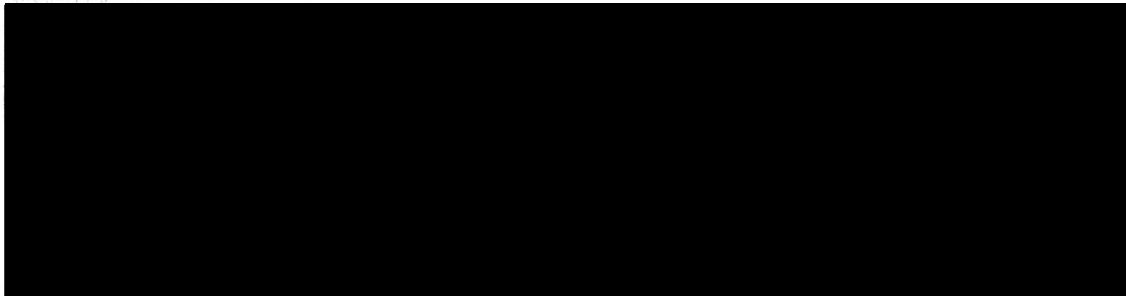
City of Northfield Racial Equity Core Team & City of Northfield Employee Benefits Committee

Please list your reasons for your interest to serve on this board or commission

I am a career librarian working at Northfield Public Library but I live in Faribault. I want to be more involved with my home library and my community. I would like work with other board members and the library to help meet the mission and strategic goals of the library.

Please list your experience or expertise you can provide if appointed

5 years of working in a public library has provided some insight as to what the public wants and expects from a library. I have experience with grant writing.



Email not displaying correctly? [View it in your browser.](#)

Heather Slechta

From: noreply@civicplus.com
Sent: Tuesday, November 29, 2022 8:03 PM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board,
Commission or Committee
you wish to apply for

Library Advisory Board

First Name Kate

Last Name McGrogan

Address1 819 2nd St SW

Address2 *Field not completed.*

City Faribault

State MN

Zip 55021

Occupation Portrait Artist, Teaching Artist, Mother

List the day and hours you
are available for meetings Weekdays after 5:30pm and weekends any time.

Are you currently serving on
other Boards, Commissions,
or Committees? Yes

If yes, which one(s)? Gallery Committee at the Paradise Center for the Arts

Have you served on a
Board, Commission or
Committee before? No

If yes, which one(s)? *Field not completed.*

Please list your reasons for your interest to serve on this board or commission

I believe in the library's mission and role in the community to provide resources for lifelong learning opportunities through books and other various media. As a mother to very young children, I want to support the library in the best way I can so they and everyone in our community will continue to have access to diverse literary materials.

Please list your experience or expertise you can provide if appointed

- 1.) A lifelong love of reading and learning.
- 2.) 20+ years of working with and teaching children.
- 3.) Ability to listen and learn from others including the existing advisory board members.



Email not displaying correctly? [View it in your browser.](#)

2023 CITY COUNCIL COMMITTEES – Working Copy

JOINT COMMITTEE (Work Session) (7)

Meets the first and third Tuesday of every month at 6:00 pm. Other meetings as needed.

Members: Mayor and all City Councilmembers

ANNEXATION COMMITTEE (3)

Meets as needed.

Members: Mayor Voracek, Councilmembers Ross and Spooner

Staff Liaison: City Administrator & CED Director

LABOR COMMITTEE (2)

Meets as needed.

Members: Mayor Voracek and Councilmember Ross

Staff Liaison: City Administrator & Human Resources Director

AD HOC

Special committees established at Council discretion on an issue-by-issue basis. The Mayor serves on all established Ad Hoc Committees, along with two other Council members.

2023 COUNCIL APPOINTMENTS AND REPRESENTATIVES – Working Copy

Vice Mayor

Councilmember van Sluis

Committees/Boards/Commissions with all members appointed by City Council

<u>Committee Name</u>	<u>Council Appointees</u>	<u>Staff Rep.</u>
CHARITABLE GAMBLING ADVISORY BOARD	Caron	H. Slechta
ECONOMIC DEVELOPMENT AUTHORITY	Spooner, Mayor Voracek	D. Wanberg
HOUSING AND REDEVELOPMENT AUTHORITY	Caron	D. Wanberg
PARKS AND RECREATION ADVISORY BOARD	Thiele	P. Peanasky
TOURISM COMMISSION	Doumbouya	H. Slechta

Committees/Boards/Commissions with only Council/City representatives appointed by City Council

<u>Committee Name</u>	<u>Council Appointees</u>	<u>Staff Rep.</u>
ALEXANDER PARK COMMITTEE	Spooner, Mayor Voracek	P. Peanasky
BMX TRACK BOARD	Ross	P. Peanasky
BUCKHAM WEST (SENIOR CENTER)	Ross	P. Peanasky
FARIBAULT HOUSE BUILDING COMMITTEE	van Sluis	N/A
ICE ARENA BOARD	Thiele, Mayor Voracek	P. Peanasky

JOINT DISPATCH BOARD	van Sluis	D. Dienst
MAIN STREET COMMITTEE	Doumbouya	D. Wanberg
MILL TOWNS TRAIL BOARD	van Sluis, Doumbouya	M. Duchene
PARADISE CENTER FOR THE ARTS BOARD	van Sluis	N/A
RIVERBEND NATURE CENTER BOARD	Spooner	N/A
SOCCER COMPLEX BOARD	Thiele	P. Peanasky
TOWNSHIP FIRE CONTRACT COMMITTEE	Spooner, Mayor Voracek	D. Dienst

AIRPORT ADVISORY BOARD – Ch. 3, Art. II, City Code of Ordinances (Ord. A-368, 76-09, 95-19, 2021-1);

Seven (7) members (a minimum of 5 members who reside or work in the city, and up to 2 residents of the county); Advises the City Council and City Administrator on the construction, improvement, maintenance and operation of the municipal airport, and general aviation activities affecting the community.

AIRPORT ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mike Brown, Sr.	12/22/2009	3 yrs.	1/31/2024
2. (Robert) Pete Johnson	4/27/1976	3 yrs.	1/31/2024
3. Stein Bruch	1/25/2022	3 yrs.	1/31/2025
4. William Smith	2/12/2019	3 yrs.	1/31/2025
5. Tom Waarvik	2/9/1993	3 yrs.	1/31/2026
6. (James) Carl Hooper (county resident)	9/13/2001	3 yrs.	1/31/2026
7. Brian Paczosa	1/24/2023	3 yrs.	1/31/2026

CHARTER COMMISSION - Resolution 2011-089. The Charter Commission is responsible for reviewing and revising the City Charter to ensure that it meets all applicable State and Federal laws and meets the needs of the citizens. Appointments made by District Chief Judge. All members must be qualified voters of the City per state statute.

CHARTER COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman	5/24/2011	4 yrs.	12/31/2024
2. Daniel Burns	5/24/2011	4 yrs.	12/31/2024
3. David Albers	5/23/2017	4 yrs.	12/31/2024
4. Tom Spooner (Council rep.)	1/12/2021	4 yrs.	12/31/2024
5. Kymn Anderson	5/24/2011	4 yrs.	12/31/2026
6. Dan Behrens	5/24/2011	4 yrs.	12/31/2026
7. John Jasinski	5/24/2011	4 yrs.	12/31/2026
8. Pat Rice	5/24/2011	4 yrs.	12/31/2026
9. Dave Miller	1/24/2023	4 yrs.	12/31/2026

CHILDREN'S FUND (AQUATIC CENTER) BOARD –Resolution 2003-226; Advises City Council and staff on the Aquatic Center Scholarship fund monies

CHILDREN'S FUND (AQUATIC CENTER) BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Ken Hubert	3/27/2018	3 yrs.	1/31/2024
2. Bethany Fuller	4/26/2022	3 yrs.	1/31/2025
3. VACANT		3 yrs.	1/31/2026

ECONOMIC DEVELOPMENT AUTHORITY – Enabling Resolution 2016-239 (Res. 86-77, 2001-98, 2005-35, and 2008-015); The EDA has authority to take action on economic development programs for business and industry. The EDA manages tax increment financing districts and multiple grant and loan programs. Its powers are defined by state law.

ECONOMIC DEVELOPMENT AUTHORITY	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council Rep.)	1/8/2019	4 yrs.	1/14/2025
2. Rodney Gramse	2/11/2014	6 yrs.	1/28/2025
3. Tom Spooner (Council Rep.)	1/24/2023	4 yrs.	1/26/2027
4. Will Fort*	8/24/2021	6 yrs.	1/26/2027
5. David Campbell	1/25/2022	6 yrs.	1/25/2028
6. Andrew (AJ) Smith	4/12/2022	6 yrs.	1/23/2029
7. VACANT		6 yrs.	1/23/2029

*Appointed to partial term to fill vacancy due to resignation

ENVIRONMENTAL COMMISSION – Ordinance 2020-3. The Commission advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments. – Ordinance 2020-3. The Commission advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments. (Ordinance 2022-6; 7 members, at least four (4) City Residents, up to three (3) residents of bordering townships).

ENVIRONMENTAL COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Lee Nordmeyer*	4/12/2022	3 yrs.	1/31/2024
2. Sonny Wasilowski	1/26/2021	3 yrs.	1/31/2024
3. Martha Brown	1/25/2022	3 yrs.	1/31/2025
4. Theresa Demars*	1/24/2023	3 yrs.	1/31/2025
5. Richard Huston	4/14/2020	3 yrs.	1/31/2026
6. Roger Steinkamp	4/14/2020	3 yrs.	1/31/2026

7. Cynthia Diessner	1/24/2023	3 yrs.	1/31/2026
*Appointed to partial term to fill vacancy due to resignation			

HERITAGE PRESERVATION COMMISSION - Ordinance 81-12, 83-05, 85-21, (Ord. 95-19 -7 members) The Commission advises City Council and staff on issues related to the preservation of the community's cultural, historical and architectural heritage. Must be a City resident (per MN Stat. 471.193, Subd. 5). The Commission is actively involved in a variety of educational efforts that highlight Faribault's past.

HERITAGE PRESERVATION COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Cori Weems	1/26/2021	3 yrs.	1/31/2024
2. Ron Dwyer	2/23/2021	3 yrs.	1/31/2024
3. Rob Kuhlman	1/25/2022	3 yrs.	1/31/2025
4. Lee Nordmeyer	4/14/2020	3 yrs.	1/31/2025
5. David Sauer	1/14/2020	3 yrs.	1/31/2026
6. Sam Temple	1/14/2020	3 yrs.	1/31/2026
7. Colton Hogan	1/24/2023	3 yrs.	1/31/2026

HOUSING AND REDEVELOPMENT AUTHORITY – Resolution 2001-029, MN Statute 469.003; Per State law the HRA handles a variety of housing programs. It also manages public housing units and Robinwood Manor senior housing. Seven members, including one councilmember. Must be a resident of the city. Limited to maximum of three (3) consecutive five (5) year terms for a total of fifteen (15) years.

HOUSING AND REDEVELOPMENT AUTHORITY	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sara Caron (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Matt Speckhals	4/26/2016	5 yrs.	1/31/2024
3. Brendan Kennedy	3/1/2015	5 yrs.	1/31/2025
4. Loni Ahlers	2/26/2013	5 yrs.	1/31/2026
5. Mandy Barnes*	2/28/2023	5 yrs.	1/31/2026
6. Travis McColley	11/9/2021	5 yrs.	1/31/2027
7. Travis Kath	2/22/2022	5 yrs.	1/31/2027

*Appointed to partial term to fill vacancy due to resignation

ICE ARENA BOARD (CITY REPRESENTATIVES) MEMBERS - The Ice Arena Board makes decisions regarding maintenance and operation for the Faribault Ice Arena, which is jointly owned by the City, School District, and Hockey Association, which each appoint three members to this board.

ICE ARENA BOARD (CITY REPS)

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Chuck Thiele (Council rep)	2/28/2023	1 yr.	1/31/2024
3. Paul Peanasky (City rep)	1/24/2023	3 yrs.	1/31/2026

LIBRARY ADVISORY BOARD – Ch. 13, Art. II, City Code of Ordinances, MN Statute 134.09; This Board advises the Council and the City Administrator regarding the maintenance and operation of Buckham Memorial Library. The Council appoints six (6) members to the board, who must be city residents. The Rice County Board may appoint one additional (seventh) member, or the Council may appoint a student from a city high school to a 1- or 2-year term as the seventh member of the board.

LIBRARY ADVISORY BOARD

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. OPEN*		3 yrs.	1/31/2024
2. Melissa Kuhl	1/9/2018	3 yrs.	1/31/2024
3. Keri Simon	2/23/2016	3 yrs.	1/31/2025
4. Jayne Spooner	1/22/2019	3 yrs.	1/31/2025
5. Gordon Liu	1/25/2022	3 yrs.	1/31/2026
6. Anneke Musselman	1/24/2023	3 yrs.	1/31/2026
7. Luella Coulter (student)	1/24/2023	1 yr.	1/31/2024

PARK & RECREATION ADVISORY BOARD – Resolution 2021-009; Seven (7) members, made up of one (1) City Council Member, minimum of five (5) City Residents, up to one (1) non-city resident residing within the school district, plus one (1) student member; This Board advises the City Council and staff on parkland dedication, park improvements, and recreation programs.

PARK & RECREATION ADVISORY BOARD

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Thiele (Council rep)	2/28/2023	1 yr.	1/31/2024
2. Sally Kramer	8/23/2011	3 yrs.	1/31/2024
3. Chad Kreager	11/22/2005	3 yrs.	1/31/2025
4. Troy Temple	1/22/2019	3 yrs.	1/31/2025
5. Lola Brand	7/14/1998	3 yrs.	1/31/2026
6. Mike Ross	1/14/2020	3 yrs.	1/31/2026
7. Carrissa Glarner	1/24/2023	3 yrs.	1/31/2026
8. VACANT (Student)	8/25/2020	1 yr.	1/31/2024

PETER SMITH ADVISORY COMMITTEE – Resolution 86-201; This committee advises the Council and the Parks and Recreation Advisory Board on expenditures from the Peter Smith trust fund for youth recreation programs.

PETER SMITH ADVISORY COMMITTEE	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kyle Murphy *	2/22/2022	3 yrs.	1/31/2024
2. Gordon (Duffy) Elleby	2/9/2021	3 yrs.	1/31/2025
3. George Cunniff	2/9/2021	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

PLANNING COMMISSION – Chapter 20, City Code of Ordinances, M.S. § 462.354, subd. 1. (Ord. A-405, 75-2, Ord 95-19 - 7 members); Makes recommendations to the City Council on land use related issues: variances, conditional use permits, subdivisions and zoning changes.

PLANNING COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman	12/22/2009	3 yrs.	1/31/2024
2. Michael Salt*	1/24/2023	3 yrs.	1/31/2024
3. David Campbell	10/11/2016	3 yrs.	1/31/2025
4. Sam Temple	1/14/2020	3 yrs.	1/31/2025
5. Steve White	12/10/1996	3 yrs.	1/31/2026
6. Barton Jackson	1/26/2021	3 yrs.	1/31/2026
7. Eric Delgado	1/24/2023	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

TOMMY ALLEN YOUTH ENDOWMENT FUND BOARD – Resolution 2003-225 - Advises City Council and staff on the Fund, administers program, determines guidelines to subsidize youth rec programs, and develop fundraising efforts.

TOMMY ALLEN YOUTH ENDOWMENT FUND BOA	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sharon Dell	2/14/2006	3 yrs.	1/31/2024
2. VACANT		3 yrs.	1/31/2025
3. VACANT		3 yrs.	1/31/2026

TOURISM COMMISSION – Ch. 14, Art. V, City Code of Ordinances (Ord. 2014-014; Res. 2014-218; Ord. 2019-7) - Advises City Council and staff on the Tourism issues and the expenditure of lodging tax funds.

TOURISM COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Adama Doubouya (Council Rep)	1/24/2023	1 yr.	1/31/2024

2.	David Connelly	1/14/2020	3 yrs.	1/31/2024
3.	Ashley Reller	1/26/2021	3 yrs.	1/31/2024
4.	Heidi Nelson (Agency Rep)	3/27/2018	3 yrs.	1/31/2025
5.	Miki Orr	3/12/2019	3 yrs.	1/31/2025
6.	David Nichols (RCHS)	1/24/2023	3 yrs.	1/31/2026
7.	Mark Kenney	1/24/2023	3 yrs.	1/31/2026

TREE BOARD – Est. 12/23/2008 - The Board advises the Park/Rec Board on issues related to trees.

TREE BOARD	<u>Appointed</u>
1. Ed Bastyr	12/23/2008
2. Pat Rice	12/23/2008
3. Pauline Schreiber	12/23/2008
4. Sally Kramer (Park/Rec Brd rep)	3/12/2019
5. Wendy Eckert	1/14/2020
6. Susan Erickson	1/14/2020
7. Mark Zentner	1/14/2020
8. Amanda Theis	1/25/2022
9. Elaine Feikema	1/24/2023
10. Kimberly Paczosa	1/24/2023

CHARITABLE GAMBLING ADVISORY BOARD – Ordinance 95-26 (Ord. 89-01) – The Board is made up of representatives of the holders of Gambling licenses. Board makes recommendations to Council on spending City's charitable gambling taxes.

CHARITABLE GAMBLING ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
<i>City Council Representative</i>			
1. Sara Caron	1/24/2023	1 yr.	1/31/2024
<i>American Legion</i>			
1. Edward Little	2/14/2023	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/23/2024
<i>Bethlehem Academy – Carbone's, Grampa Al's, Country Club</i>			
1. Troy Marquardt	2017	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Divine Mercy School – Signature Bar, Carbone's</i>			
1. Daniel Moyer	5/22/2022	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Eagles</i>			

1. Jon Sirek	1/25/2012	2 yrs.	1/31/2024
2. Clayton LaCroix (Alternate)	2/28/2023	2 yrs.	1/31/2025
<i>Elks</i>			
1. Mike Donkers	6/8/2021	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Faribault Hockey Association – Depot, Bashers, Joe’s, Carbones</i>			
1. Rick Caron	9/13/2011	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Faribault Wrestling Club – J&J Bowling Center</i>			
1. Jason Tobin	8/28/2007	2 yrs.	1/31/2024
2. Jamie Hausen (Alternate)	2/14/2023	2 yrs.	1/23/2025
<i>Knights of Columbus</i>			
1. Peter Dodge	1/9/2018	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Moose</i>			
1. Horace Vogesaa	2/23/2021	2 yrs.	1/31/2024
2. David Schwichtenberg (Alternate)	2/28/2023	2 yrs.	1/31/2025
<i>Morristown Fire Relief - Our Place on 3rd</i>			
1. Terry Meschke	3/12/2019	2 yrs.	1/31/2024
2. Johnathan Chmelik (Alternate)	2/14/2023	2 yrs.	1/31/2025
<i>Defeat of Jesse James Days Committee – Corks and Pints</i>			
1. Shelia Radtke	3/12/2019	2 yrs.	1/23/2025
2. Alternate		2 yrs.	1/23/2024
<i>Faribault Youth Rotary Services – Boxer’s</i>			
1. Brenda DeMars	6/8/2021	2 yrs.	1/23/2025
2. Chad Koepke (Alternate)	6/8/2021	2 yrs.	1/23/2024



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: April 18, 2023
SUBJECT: Mobile Food Unit (Food Truck) Ordinance

Discussion:

The City Council has discussed the development of regulations for mobile food units (food trucks), which are not specifically addressed in our current City Code of Ordinances. Food trucks are licensed by the State of Minnesota, but cities do have the authority to regulate them locally as well. Attached is a draft ordinance that amends Chapter 19 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS, adding a new section that outlines the operation of food trucks.

The proposed ordinance attempts to capture the general direction provided by the Council during past discussions. Following is a summary of the key points:

- Food trucks are required to register annually with the City
- Food trucks are only allowed on City-owned property as part of a City-sponsored event or if issued an obstruction permit
- Food trucks are only allowed in the right-of-way as part of a City-sponsored event or if issued an obstruction permit
- Obstruction permits to operate in the right-of-way will generally not be issued for residential areas
- Standard hours of operation are 7am to 10pm

Council is asked to provide direction on the regulations as proposed, as well as input on the annual registration fee to be charged. An on-line registration form will be developed for use, which will be processed through Administration.

Attachments:

1. Ordinance 2023-xx Amending Ch. 19 -- Food Trucks
2. City Code - Ch. 19 Peddlers, Solicitors and Transient Merchants
3. MDH - Mobile Food Units
4. MN Statute 157.15

5. MN Statute 157.16
6. MN Statute 437.02

**CITY OF FARIBAULT
ORDINANCE No. 2023-**

THE CITY OF FARIBAULT ORDAINS:

Section 1. Chapter 19 PEDDLERS, SOLICITOR AND TRANSIENT MERCHANTS of the Faribault City Code of Ordinances shall be amended as follows:

- a. The following definition shall be added to Sec. 19-1. Definitions.:

Mobile Food Unit: A self contained food and beverage service operation that is used to store, prepare, display, or serve food intended for individual portion service that is: a) a vehicle mounted unit, either motorized or trailered; b) readily movable without disassembling for transport to another location; c) a non-motorized vehicle self-propelled by the operator; or d) a mobile food unit as defined in Minnesota Statute §157.15, Subdivision 9.

- b. The following exemption shall be added to Sec. 19-3. (b):

(8) Mobile food units shall not be required to be licensed, but shall be registered annually in accordance with the regulations outlined in Sec. 19-10. of this chapter.

- c. The following section is hereby added to Chapter 19:

Sec. 19-10. Mobile food units.

- (a) Registration requirements.

(1) Registration Required. No person shall operate a mobile food unit in the city without a valid registration required under this Chapter. Mobile food units need not obtain a Transient Merchant license required under this chapter.

(2) Application Form. An application for registration under this chapter shall be made on a form provided by the City.

(3) Insurance. A certificate of insurance that has been issued to the applicant or mobile food unit owner by an insurance company authorized to do business in the state of Minnesota verifying that the applicant is insured against claims arising out of all operations of such applicant under this chapter for the sum of at least one million dollars (\$1,000,000) against liability for bodily

injuries and for at least one million dollars (\$1,000,000) against liability for damage or destruction of property. The City of Faribault shall be named as an additional insured for any mobile food units operating in the public right-of-way or on City property.

(4) State Licensing. Mobile food units shall provide a copy of any license or permit issued by the relevant State of Minnesota agency required to operate a mobile food unit.

(5) Registration Fee. The fee shall be in an amount determined by City Council by resolution and included in the fee schedule.

(b) Performance standards:

(1) Location.

a. City-owned property. Mobile food units shall not be allowed on City-owned property except when a part of or supporting a City-approved special event occurring on or adjacent to the property.

b. Other public property. Mobile food units are allowed on other public property, not owned or regulated by the City, with the permission of the governmental subdivision having jurisdiction over the property.

c. Private property. Mobile food units may be located on private property with the consent of the property owner.

d. Public right-of-way. Mobile food units may not operate within the public right-of-way unless approved as part of a City-approved special event occurring on the adjacent property or unless having obtained an obstruction permit as outlined in Sec. 25-24 of the City Code. Obstruction permits shall generally not be issued in residential areas.

e. Proximity to other food establishments. Mobile food units shall not be located closer than 250 feet to an existing food service establishment unless associated with the establishment or has obtained written approval from the food service

establishment to operate within that distance.

- (2) Duration of operations. Mobile food units shall not operate more than 21 days annually within the Faribault city limits.
- (3) Hours of Operation. Mobile foods units shall not operate earlier than 7:00 a.m. nor later than 10:00 p.m., unless associated with a City-approved special event allowed to operate outside those hours.
- (4) Laws. Mobile food units shall comply with all federal, state, and local laws, including local nuisance and noise ordinances.
- (5) Traffic. Mobile food units shall not interfere with vehicle and pedestrian circulation or emergency vehicle access and shall comply with all traffic and parking laws. Any mobile food unit located on a public roadway shall position the unit with the main serving window faced toward the nearest road edge/curb, unless said roadway is closed to traffic.
- (6) Parking. There shall be adequate parking on the lot or public street to provide space for the mobile food unit as well as satisfy all parking requirements for the property. Any inactive mobile food unit parked off-street shall comply with commercial vehicle regulations per Chapter 8 of Appendix B of the City Code.
- (7) Drive-Through Prohibited. Mobile food units shall not have a drive-through.
- (8) Signage. Signage shall comply with Chapter 9 of Appendix B of the City Code.
- (9) Nuisance. Mobile food units shall not use any outside sound amplifying equipment, televisions, or similar visual entertainment devices, lights, or noisemakers such as bells, horns, or whistles.
- (10) Refuse. All waste, garbage, litter, and refuse shall be contained in leak proof, nonabsorbent containers which shall be kept covered with tight-fitting lids and properly disposed of by the license holder or event organizer. No waste, garbage, litter or refuse shall be dumped or drained onto sidewalks, streets, gutters,

or storm drains. Any use of on-site public trash receptacles/dumpsters shall require approval by the City.

- (11) Power Supply. Mobile food units shall provide an independent power supply that is screened from public view if it is not located on the mobile food unit.
- (12) Registration Displayed. The approved registration shall be displayed on or within the mobile food unit for the duration of the event.

Section 2. This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading:

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Chapter 19 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2002-24, § 1, adopted Oct. 8, 2002, amended ch. 19, in its entirety to read as herein set out. Prior to amendment, ch. 19 pertained to peddlers, canvassers and transient merchants.

Cross reference— Licenses and business regulations, Ch. 14; streets, sidewalks and public grounds, Ch. 25.

State Law reference— Hawkers, peddlers, transient merchants, M.S. Ch. 329; see particularly, sections 329.06 and 329.15; authority of city council in statutory city to restrain or license and regulate transient merchants and dealers, hawkers, peddlers, solicitors and canvassers, M.S. § 412.221, subd. 19; power of city to regulate, control and license transient merchants, M.S. § 437.02.

Sec. 19-1. - Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

Solicitor shall include any person who goes from house to house, from place to place or from street to street, soliciting or taking or attempting to take orders for the sale of goods, wares or merchandise, including magazines, books, periodicals, photographs or personal property of any nature whatsoever for future delivery, or for services to be performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such order or whether or not he is collecting advance payments on such orders.

Peddler shall include any person, who goes from house to house, from place to place or from street to street for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise or other personal property that the person is carrying or otherwise transporting. "Peddler" shall not include vendors of milk, bakery products, groceries, food products or ice, who distribute their products to regular customers on established routes.

Person. Any natural individual, group, organization, corporation, partnership or association. As applied to groups, organizations, corporations, partnerships and associations, the term shall include each member, officer, partner, associate, agent or employee.

Regular business day. Any day during which the city hall is normally open, for the purpose of conducting public business. Holidays defined by state law shall not be counted as regular business days.

Transient merchant shall include any person, firm or corporation, whether as owner, agent, consignee or employee, who engages in a temporary business of selling and delivering goods, wares and merchandise within the city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, trailer, tent, railroad boxcar, boat, public room in hotels, lodging houses, apartments, shops or any street, alley or other place within the city for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction; provided that, such definition shall not be construed to include any person, firm or corporation, who, while occupying such temporary location, does not sell from stock, but exhibits samples for the purpose of securing orders for future delivery only.

(Code 1971, § 20-1; Ord. No. 2002-24, § 1, 10-8-02)

State Law reference— Term "transient merchant," defined, M.S. § 329.099.

Sec. 19-2. - Applicability of chapter generally.

- (a) The terms of this chapter shall not be held to apply to the acts of persons selling personal property at wholesale to dealers in such articles, to newsboys, to merchants or their employees delivering goods in the regular course of business, nor shall the terms of this article be held to apply to any farmer or truck gardener who shall vend, sell or dispose of, or offer to sell, vend or dispose of the products of the farm or garden occupied and cultivated by him within the state.
- (b) Nothing contained in this chapter shall be held to prohibit any sale required by statute or by order of any court, or to prevent any person conducting a bona fide auction sale pursuant to law. Exemption from the definitions for the scope of this chapter shall not excuse any person from complying with any other applicable statutory provision or local ordinance.

(Code 1971, § 20-2; Ord. No. 2002-24, § 1, 10-8-02)

State Law reference— "Any person may sell or peddle the products of the farm or garden occupied and cultivated by him without obtaining a license therefor." Minn. Const., art. XIII, § 7. See also, M.S. §§ 329.08, 329.14, relating to county licenses.

Sec. 19-3. - Licensing and exemptions.

- (a)

City license required. Except as otherwise provided by this chapter, no person shall conduct business as either a peddler or a transient merchant without first having obtained a license from the city. Solicitors need not be licensed.

(b) *Exemptions.* The terms of this section do not include:

- (1) The acts of merchants or their employees in delivering goods in the regular course of business.
- (2) The sale of farm or garden products by the person producing the same or where the products are sold at a "farmer's market".
- (3) Children, age eighteen or younger, soliciting for school sponsored activities.
- (4) Children, age eighteen or younger, soliciting for such organizations as the "Boy Scouts" or "Girl Scouts" where the children soliciting are members of the organization and where the proceeds of the sale are mainly devoted to the benefit of children.
- (5) Organizations selling Christmas trees at sites approved by the city.
- (6) "Garage" or "estate" sales.
- (7) Solicitations by any organization for the philanthropic, religious or educational causes if the following procedure has been accomplished: the requesting entity must file an application in writing, on a form to be furnished by the city clerk, which shall give the following information:
 - a. Name and purpose of the cause for which exemption is sought.
 - b. Name of the individual in the organization responsible for the peddling or solicitations.
 - c. Names and addresses of the individuals who will actually be doing the peddling or solicitation.
 - d. Period during which the peddling or solicitation is to be carried on.
 - e. Certificate of nonprofit status from the state where organized.

(c) *Application.* Application for a city license to conduct business as a peddler or transient merchant shall be made at least fourteen (14) regular business days before the applicant desires to begin conducting business. Notwithstanding that the business may be a corporation or other entity, each individual who will engage in the business of peddling or transient merchant shall make application on a form approved by the city council and available from the office of the city clerk. All applications shall be signed by the applicant. All applications shall include the following information:

- (1) Applicant's full legal name.
- (2) A physical description of the applicant (hair color, eye color, height, weight, distinguishing marks and features, and the like).
- (3) Full address of applicant's permanent residence.
- (4) Telephone number of applicant's permanent residence.
- (5) Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.
- (6) Any and all business related telephone numbers of the applicant.
- (7) The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the city (maximum fourteen (14) consecutive days).
- (8) Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up business.
- (9) A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance, other than traffic offenses.
- (10) A list of the three most recent locations where the applicant has conducted business as a peddler or transient merchant.

(Ord. No. 2002-24, § 1, 10-8-02)

Sec. 19-4. - License ineligibility.

The following shall be grounds for denying a license under this chapter:

- (1) The failure of the applicant to truthfully provide any of the information requested by the city as a part of the application, or the failure to sign the application, or the failure to pay the required fee at the time of application.
- (2) The conviction of the applicant within the past five (5) years from the date of application for any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects on the person's ability to conduct the business for which the license is being sought in an honest and legal manner.

Those violations shall include but not be limited to burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual or threatened physical harm against another person.

- (3) The revocation within the past five (5) years of any license issued to the applicant for the purpose of conducting business as a solicitor, peddler, or transient merchant.
- (4) The applicant is found to have an unacceptable business reputation. Evidence of an unacceptable business reputation shall include, the existence of more than three complaints against the applicant with the Better Business Bureau, the Attorney General's Office, or other similar business or consumer rights office or agency, within the preceding twelve (12) months.

Sec. 19-5. - Reserved.

Editor's note— Ord. No. 85-10, § 1, adopted July 9, 1985, repealed § 19-5 which pertained to council permission required for vending from vehicles on streets, etc. Former § 19-5 derived from Code 1971, § 20-34.

Sec. 19-6. - Suspension and revocation.

- (a) *Generally.* Any license issued under this section may be suspended or revoked at the discretion of the city council for violation of any of the following:
 - (1) Fraud, misrepresentation, or incorrect statements on the application form.
 - (2) Fraud, misrepresentation or false statements made during the course of the licensed activity.
 - (3) Conviction of any offense for which granting of a license could have been denied.

(Ord. No. 2002-24, § 1, 10-8-02)

Sec. 19-7. - Prohibited activities.

No solicitor, peddler, or transient merchant while conducting business shall:

- (1) Call attention to his or her business or items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.
- (2) Obstruct the free flow of either vehicular or pedestrian traffic on any street, alley,

sidewalk or other public right-of-way.

- (3) Conduct business in a way as to create a threat to the health, safety and welfare of any individual or the general public.
- (4) Conduct business before 8:00a.m. or after 9:00p.m. on a regular business day.
- (5) Fail to provide proof of license or registration, and identification, when requested; or using the license or registration of another person.
- (6) Make any false or misleading statements about the product or service being sold, including untrue statements of endorsement.
- (7) Claim to have the endorsement of the city solely based on the city having issued a license or certificate of registration to that person.
- (8) Remain on the property of another when requested to leave, or to otherwise conduct business in a manner a reasonable person would find obscene, threatening, intimidating or abusive.

(Ord. No. 2002-24, § 1, 10-8-02)

Sec. 19-8. - Authority to place signs prohibiting peddlers, etc., on premises; size of signs, print thereon.

- (a) Any resident of the city who wishes to exclude peddlers, solicitors or transient merchants from residential premises occupied by him may place upon or near the usual entrance to such premises a printed placard or sign bearing the following notice: "Peddlers, Solicitors and Transient Merchants Prohibited" or other similar notice.
- (b) Such notice described in subsection (a) of this section shall be at least four (4) inches long and three and three-fourths (3¾) inches wide; and the printing thereon shall not be smaller than forty-eight (48) point type.
- (c) No person other than the property owner or tenant shall remove, deface or otherwise tamper with any sign or placard under this section.

(Code 1971, § 20-21; Ord. No. 2002-24, § 1, 10-8-02)

Sec. 19-9. - Disobedience to signs prohibiting entry on premises a nuisance, misdemeanor.

Entering a private property that has been posted pursuant to section 19-8 for the purpose of soliciting orders for the sale of goods, services, wares or merchandise, or for the purpose of disposing of or hawking the same, is hereby declared to be a nuisance and is prohibited. Violation of this section is a misdemeanor.

(Code 1971, § 20-22; Ord. No. 2002-24, § 1, 10-8-02)

Cross reference— General penalty section for Code, § 1-20; nuisances, Ch. 16.

Mobile Food Unit

PLAN REVIEW, LICENSING AND SAFE OPERATION

Definition of MFU

A mobile food unit (MFU) is a food and beverage service establishment that is a vehicle mounted unit, either:

- Motorized or trailered, operating no more than 21 days annually at any one place, or operating more than 21 days annually at any one place with the approval of the regulatory authority.

OR

- Operated in conjunction with a permanent business licensed under Minnesota Statutes, chapters 157 or 28A at the site of the permanent business by the same individual or company, and readily movable, without disassembling, for transport to another location.

How to get started

Food and beverage establishments in Minnesota are licensed by different agencies. The establishment's menu and location of operation determines which agency is responsible for plan review and licensing. To find out which agency is responsible, see the [Licensing](#) website. Contact the appropriate agency to discuss your business plan, plan review and licensing requirements, and obtain applications.

Safe operation

Employee health and hygiene

Employees who have been ill with vomiting and/or diarrhea cannot work in a food establishment for at least 24 hours after their symptoms end.

Handwashing

Handwashing is the single most effective means of preventing the spread of bacteria and viruses, which can cause foodborne illness.

- Ensure your handwashing sink is set up before you begin food preparation. Make it easily accessible to all employees and use it only for handwashing.
- Handwashing sinks need running water, soap, disposable towels and a trash container.
- Wash hands often. It is important to wash your hands before working with food, clean equipment and utensils; after smoking, eating or drinking, or using toilet facilities; or any time hands become contaminated.

Preventing bare hand contact

Prevent bare hand contact with ready-to-eat food by wearing disposable gloves or using utensils, deli tissue, spatulas, tongs or other dispensing equipment.

Approved sources

Obtaining food, beverages and ice from approved sources is the first step in ensuring safe food for your customers.

- Prepare food in the MFU or if you need to prepare food in advance contact your inspector to discuss off site preparation.
- Food cannot be prepared or stored in a home.
- Water must be from an approved source. Some approved sources are a public water supply system or commercially bottled drinking water.

Clean and separate

Cleaning and sanitizing

Contaminated equipment is one common cause of foodborne illness. Provide three containers of sufficient size to wash, rinse and sanitize equipment.

1. **Wash** in hot, soapy water.
2. **Rinse** in clean water.
3. **Sanitize** in chemicals.

Use approved chemical sanitizers such as chlorine bleach, quaternary ammonium or iodine. Always follow label instructions. Use the required sanitizer solution strength and contact time. Use a test kit to verify the sanitizer concentration.

Preventing cross-contamination

Prevent cross-contamination of ready-to-eat food from raw animal food or dirty equipment.

- Store raw meat, poultry and fish below ready-to-eat food.

- Store and handle ice safely. Ice used to cool beverage containers must be drained. Do not re-use this ice in drinks or food preparation.
- Store damp or soiled wiping cloths in an approved sanitizer at the required strength.

Cooking time/temperature control for safety (TCS) food

Cook raw animal food according to the internal [Temperature and Time Requirements](#). These include:

- 165°F for 15 seconds for poultry
- 155°F for 15 seconds for ground meat
- 145°F for 15 seconds for whole muscle meat and fish

Cold and hot holding

Improper holding temperatures and times are one common cause of foodborne illness.

- Maintain cold TCS food at 41°F or below. Frozen food must remain frozen.
- Maintain hot TCS food at 135°F or above.

Resources

Minnesota Department of Health Food
Business Safety
(www.health.state.mn.us/foodbizsafety)

Licensing
([www.health.state.mn.us/communities/
environment/food/license/index.html](http://www.health.state.mn.us/communities/environment/food/license/index.html))

Temperature and Time Requirements for
Food
([www.health.state.mn.us/communities/
environment/food/docs/fs/timetempfs.pdf](http://www.health.state.mn.us/communities/environment/food/docs/fs/timetempfs.pdf))

Mobile Food Unit, Seasonal Temporary
Food Stand and Seasonal Permanent Food
Stand Construction Guide
([www.health.state.mn.us/communities/
environment/food/docs/license/
mobseconstgd.pdf](http://www.health.state.mn.us/communities/environment/food/docs/license/mobseconstgd.pdf))

Minnesota Department of Health
Food, Pools, and Lodging Services
PO Box 64975
St. Paul, MN 55164-0975
651-201-4500
health.foodlodging@state.mn.us
www.health.state.mn.us

Minnesota Department of Agriculture
Food and Feed Safety Division
625 Robert Street N
St. Paul, MN 55155-2538
651-201-6027
MDA.FFSD.Info@state.mn.us
www.mda.state.mn.us

JANUARY 2019

To obtain this information *in a different format*, call:
651-201-4500 or 651-201-6000. Printed on recycled paper.

157.15 [Repealed, 1959 c 592 s 29]

157.15 DEFINITIONS.

Subdivision 1. **Application.** The definitions in this section apply to sections 157.011 and 157.15 to 157.22.

Subd. 2. [Repealed, 1996 c 451 art 4 s 71]

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of health.

Subd. 4. **Boarding establishment.** "Boarding establishment" means a food and beverage service establishment where food or beverages, or both, are furnished to five or more regular boarders, whether with or without sleeping accommodations, for periods of one week or more.

Subd. 5. **Food and beverage service establishment.** "Food and beverage service establishment" means a building, structure, enclosure, or any part of a building, structure, or enclosure used as, maintained as, advertised as, or held out to be an operation that prepares, serves, or otherwise provides food or beverages, or both, for human consumption.

Subd. 6. **Food cart.** "Food cart" means a food and beverage service establishment that is a nonmotorized vehicle self-propelled by the operator.

Subd. 7. **Hotel or motel.** "Hotel or motel" means a building, structure, enclosure, or any part thereof used as, maintained as, advertised as, or held out to be a place where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week.

Subd. 7a. **Limited food establishment.** "Limited food establishment" means a food and beverage service establishment that primarily provides beverages that consist of combining dry mixes and water or ice for immediate service to the consumer. Limited food establishments must use equipment and utensils that are nontoxic, durable, and retain their characteristic qualities under normal use conditions and may request a variance for plumbing requirements from the commissioner.

Subd. 8. **Lodging establishment.** "Lodging establishment" means: (1) a building, structure, enclosure, or any part thereof used as, maintained as, advertised as, or held out to be a place where sleeping accommodations are furnished to the public as regular roomers, for periods of one week or more, and having five or more beds to let to the public; or (2) a building, structure, or enclosure or any part thereof located within ten miles distance from a hospital or medical center and maintained as, advertised as, or held out to be a place where sleeping accommodations are furnished exclusively to patients, their families, and caregivers while the patient is receiving or waiting to receive health care treatments or procedures for periods of one week or more, and where no supportive services, as defined under section 157.17, subdivision 1, paragraph (a), or health supervision services, as defined under section 157.17, subdivision 1, paragraph (b), or home care services, as defined under section 144A.471, subdivisions 6 and 7, are provided.

Subd. 9. **Mobile food unit.** "Mobile food unit" means a food and beverage service establishment that is a vehicle mounted unit, either:

(1) motorized or trailered, operating no more than 21 days annually at any one place, or operating more than 21 days annually at any one place with the approval of the regulatory authority as defined in Minnesota Rules, part 4626.0020, subpart 70; or

(2) operated in conjunction with a permanent business licensed under this chapter or chapter 28A at the site of the permanent business by the same individual or company, and readily movable, without disassembling, for transport to another location.

Subd. 10. **Person.** "Person" has the meaning given in section 103I.005, subdivision 16.

Subd. 11. **Resort.** "Resort" means 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.

Subd. 12. **Restaurant.** "Restaurant" means a food and beverage service establishment, whether the establishment serves alcoholic or nonalcoholic beverages, which operates from a location for more than 21 days annually. Restaurant does not include a food cart or a mobile food unit.

Subd. 12a. **Seasonal permanent food stand.** "Seasonal permanent food stand" means a food and beverage service establishment which is a permanent food service stand or building, but which operates no more than 21 days annually.

Subd. 12b. **School concession stand.** "School concession stand" means a food and beverage service establishment located in a school, on school grounds, or within a school-owned athletic complex, that is operated in conjunction with school-sponsored events. A school kitchen or school cafeteria is not a school concession stand.

Subd. 13. **Seasonal temporary food stand.** (a) "Seasonal temporary food stand" means a food and beverage service establishment that is a food stand which is disassembled and moved from location to location, but which operates for no more than 21 days annually at any one location, except as provided in paragraph (b).

(b) A seasonal temporary food stand may operate for more than 21 days annually at any one place with the approval of the regulatory authority, as defined in Minnesota Rules, part 4626.0020, subpart 70, that has jurisdiction over the seasonal temporary food stand.

Subd. 14. **Special event food stand.** "Special event food stand" means a food and beverage service establishment which is used in conjunction with celebrations and special events, and which operates for no more than ten total days within the applicable license period.

Subd. 15. [Repealed, 1998 c 407 art 2 s 109]

Subd. 16. **Critical control point.** "Critical control point" means a point or procedure in a specific food system where loss of control may result in an unacceptable health risk.

Subd. 17. **HACCP plan.** "Hazard analysis critical control point (HACCP) plan" means a written document that delineates the formal procedures for following the HACCP principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

Subd. 18. **Hazard.** "Hazard" means any biological, chemical, or physical property that may cause an unacceptable consumer health risk.

Subd. 19. **Statewide hospitality fee.** "Statewide hospitality fee" means a fee to fund statewide food, beverage, and lodging program development activities, including training for inspection staff, technical

assistance, maintenance of a statewide integrated food safety and security information system, and other related statewide activities that support the food, beverage, and lodging program activities.

Subd. 20. **Youth camp.** "Youth camp" has the meaning given in section 144.71, subdivision 2.

History: 1995 c 207 art 9 s 41; 1996 c 451 art 4 s 47-55, 70; 1997 c 203 art 2 s 19-21; 1998 c 407 art 2 s 87-91; 1Sp2005 c 4 art 6 s 43; 2009 c 79 art 10 s 36; 2010 c 285 s 1; 2010 c 294 s 1; 2011 c 92 s 1; 1Sp2011 c 9 art 2 s 23; 2014 c 163 s 2; 2015 c 71 art 8 s 57; 2016 c 179 s 37

157.16 LICENSES REQUIRED; FEES.

Subdivision 1. License required annually. A license is required annually for every person, firm, or corporation engaged in the business of conducting a food and beverage service establishment, youth camp, hotel, motel, lodging establishment, public pool, or resort. Any person wishing to operate a place of business licensed in this section shall first make application, pay the required fee specified in this section, and receive approval for operation, including plan review approval. Special event food stands are not required to submit plans. Nonprofit organizations operating a special event food stand with multiple locations at an annual one-day event shall be issued only one license. Application shall be made on forms provided by the commissioner and shall require the applicant to state the full name and address of the owner of the building, structure, or enclosure, the lessee and manager of the food and beverage service establishment, hotel, motel, lodging establishment, public pool, or resort; the name under which the business is to be conducted; and any other information as may be required by the commissioner to complete the application for license. All fees collected under this section shall be deposited in the state government special revenue fund.

Subd. 2. License renewal. Initial and renewal licenses for all food and beverage service establishments, youth camps, hotels, motels, lodging establishments, public pools, and resorts shall be issued on an annual basis. Any person who operates a place of business after the expiration date of a license or without having submitted an application and paid the fee shall be deemed to have violated the provisions of this chapter and shall be subject to enforcement action, as provided in the Health Enforcement Consolidation Act, sections 144.989 to 144.993. In addition, a penalty of \$60 shall be added to the total of the license fee for any food and beverage service establishment operating without a license as a mobile food unit, a seasonal temporary or seasonal permanent food stand, or a special event food stand, and a penalty of \$120 shall be added to the total of the license fee for all restaurants, food carts, hotels, motels, lodging establishments, youth camps, public pools, and resorts operating without a license for a period of up to 30 days. A late fee of \$360 shall be added to the license fee for establishments operating more than 30 days without a license.

Subd. 2a. Food manager certification. An applicant for certification or certification renewal as a food manager must submit to the commissioner a \$35 nonrefundable certification fee payable to the Department of Health. The commissioner shall issue a duplicate certificate to replace a lost, destroyed, or mutilated certificate if the applicant submits a completed application on a form provided by the commissioner for a duplicate certificate and pays \$20 to the department for the cost of duplication.

Subd. 3. Establishment fees; definitions. (a) The following fees are required for food and beverage service establishments, youth camps, hotels, motels, lodging establishments, public pools, and resorts licensed under this chapter. Food and beverage service establishments must pay the highest applicable fee under paragraph (d), clause (1), (2), (3), or (4). The license fee for new operators previously licensed under this chapter for the same calendar year is one-half of the appropriate annual license fee, plus any penalty that may be required. The license fee for operators opening on or after October 1 is one-half of the appropriate annual license fee, plus any penalty that may be required.

(b) All food and beverage service establishments, except special event food stands, and all hotels, motels, lodging establishments, public pools, and resorts shall pay an annual base fee of \$165.

(c) A special event food stand shall pay a flat fee of \$55 annually. "Special event food stand" means a fee category where food is prepared or served in conjunction with celebrations, county fairs, or special events from a special event food stand as defined in section 157.15.

(d) In addition to the base fee in paragraph (b), each food and beverage service establishment, other than a special event food stand and a school concession stand, and each hotel, motel, lodging establishment,

public pool, and resort shall pay an additional annual fee for each fee category, additional food service, or required additional inspection specified in this paragraph:

(1) Category 1 establishment, \$110. "Category 1 establishment" means a fee category that provides one or more of the following items or is one of the listed establishments or facilities:

- (i) serves prepackaged food that is served in the package;
- (ii) serves a continental breakfast such as rolls, coffee, juice, milk, and cold cereal;
- (iii) serves soft drinks, coffee, or nonalcoholic beverages;
- (iv) provides cleaning for eating, drinking, or cooking utensils, when the only food served is prepared off site;
- (v) a food establishment where the method of food preparation meets the definition of a low-risk establishment in section 157.20; or
- (vi) operates as a child care facility licensed under section 245A.03 and Minnesota Rules, chapter 9503.

(2) Category 2 establishment, \$245. "Category 2 establishment" means an establishment that is not a Category 1 establishment and is either:

- (i) a food establishment where the method of food preparation meets the definition of a medium-risk establishment in section 157.20; or
- (ii) an elementary or secondary school as defined in section 120A.05.

(3) Category 3 establishment, \$385. "Category 3 establishment" means an establishment that is not a Category 1 or Category 2 establishment and is either:

- (i) a food establishment where the method of food preparation meets the definition of a high-risk establishment in section 157.20; or
- (ii) an establishment where 500 or more meals are prepared per day and served at one or more separate locations.

(4) Other food and beverage service, including food carts, mobile food units, seasonal temporary food stands, and seasonal permanent food stands, \$85.

(5) Lodging per sleeping accommodation unit, \$11, including hotels, motels, lodging establishments, and resorts, up to a maximum of \$1,100. "Lodging per sleeping accommodation unit" means a fee category including the number of guest rooms, cottages, or other rental units of a hotel, motel, lodging establishment, or resort; or the number of beds in a dormitory.

(6) First public pool, \$355; each additional public pool, \$200. "Public pool" means a fee category that has the meaning given in section 144.1222, subdivision 4.

(7) First spa, \$200; each additional spa, \$110. "Spa pool" means a fee category that has the meaning given in Minnesota Rules, part 4717.0250, subpart 9.

(8) Private sewer or water, \$60. "Individual private water" means a fee category with a water supply other than a community public water supply as defined in Minnesota Rules, chapter 4720. "Individual private sewer" means a fee category with an individual sewage treatment system which uses subsurface treatment and disposal.

(9) Additional food service, \$175. "Additional food service" means a location at a food service establishment, other than the primary food preparation and service area, used to prepare or serve beverages or food to the public. Additional food service does not apply to school concession stands.

(10) Additional inspection fee, \$250. "Additional inspection fee" means a fee to conduct the second inspection each year for elementary and secondary education facility school lunch programs when required by the Richard B. Russell National School Lunch Act.

(11) HACCP verification, \$175. "HACCP verification" means an annual fee category for a business that performs one or more specialized process that requires an HACCP plan as required in chapter 31 and Minnesota Rules, chapter 4626.

(e) A fee for review of construction plans must accompany the initial license application for restaurants, hotels, motels, lodging establishments, resorts, seasonal food stands, and mobile food units. A fee for review of an HACCP plan for specialized processing must be submitted and approved prior to preparing and serving the specialized processed food for human consumption. The fees for construction plan reviews and HACCP plan reviews are as follows:

Service Area	Type	Fee
Food	category 1 establishment	\$400
	category 2 establishment	\$450
	category 3 food establishment	\$500
	additional food service	\$250
	HACCP Plan Review	\$500
Transient food service	food cart	\$250
	seasonal permanent food stand	\$250
	seasonal temporary food stand	\$250
	mobile food unit	\$350
Lodging	less than 25 rooms	\$375
	25 to less than 100 rooms	\$400
	100 rooms or more	\$500
	less than five cabins	\$350
	five to less than ten cabins	\$400
	ten cabins or more	\$450

(f) When existing food and beverage service establishments, hotels, motels, lodging establishments, resorts, seasonal food stands, and mobile food units are extensively remodeled, a fee must be submitted with the remodeling plans. The fee for this construction plan review is as follows:

Service Area	Type	Fee
Food	category 1 establishment	\$300
	category 2 establishment	\$350
	category 3 establishment	\$400
	additional food service	\$250
Transient food service	food cart	\$250
	seasonal permanent food stand	\$250
	seasonal temporary food stand	\$250
	mobile food unit	\$250
Lodging	less than 25 rooms	\$250
	25 to less than 100 rooms	\$300
	100 rooms or more	\$450
	less than five cabins	\$250
	five to less than ten cabins	\$350
	ten cabins or more	\$400

(g) Special event food stands are not required to submit construction or remodeling plans for review.

(h) Youth camps shall pay an annual single fee for food and lodging as follows:

- (1) camps with up to 99 campers, \$325;
- (2) camps with 100 to 199 campers, \$550; and
- (3) camps with 200 or more campers, \$750.

(i) A youth camp which pays fees under paragraph (d) is not required to pay fees under paragraph (h).

Subd. 3a. **Statewide hospitality fee.** Every person, firm, or corporation that operates a licensed boarding establishment, food and beverage service establishment, seasonal temporary or permanent food stand, special event food stand, mobile food unit, food cart, resort, hotel, motel, or lodging establishment in Minnesota must submit to the commissioner a \$40 annual statewide hospitality fee for each licensed activity. The fee for establishments licensed by the Department of Health is required at the same time the licensure fee is due. For establishments licensed by local governments, the fee is due by July 1 of each year.

Subd. 4. **Posting requirements.** Every food and beverage service establishment, for-profit youth camp, hotel, motel, lodging establishment, public pool, or resort must have the original license posted in a conspicuous place at the establishment.

History: 1995 c 207 art 9 s 42; 1996 c 451 art 4 s 56; 1997 c 203 art 2 s 22; 1998 c 397 art 11 s 3; 1998 c 407 art 2 s 92; 1Sp2001 c 9 art 1 s 54; 2002 c 379 art 1 s 113; 1Sp2005 c 4 art 6 s 44-47; 2007 c

147 art 9 s 34; 2008 c 328 s 8; 2009 c 79 art 10 s 37; 2009 c 157 art 1 s 13,14; 2010 c 285 s 2; 1Sp2010 c 1 art 21 s 2; 2016 c 179 s 38; 1Sp2017 c 6 art 10 s 131-133

437.02 POWER TO REGULATE TRANSIENT MERCHANTS.

Every city, in addition to all other powers given the city by law or charter, may by ordinance regulate, control, and license transient merchants and provide for the punishment of persons violating such ordinances.

History: (1840) 1909 c 84 s 1; 1973 c 123 art 5 s 7; 1976 c 44 s 40