CITY COUNCIL AGENDA

COUNCIL CHAMBERS TUESDAY, JUNE 28, 2022 6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions - None**
3. **Approve minutes of June 14, 2022 City Council Meeting**
   A. June 14, 2022 City Council Meeting Minutes
4. **Consent Agenda**
   A. List of Claims for Release
   B. Resolution 2022-134 Appoint Primary and General Election Judges
   C. Resolution 2022-135 Approve Massage Therapist License
   D. Approve Hangar Rental Agreements
   E. Resolution 2022-140 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Redevelopment Grant Contract for the Farmer Seed Redevelopment Project
   F. Resolution 2022-139 Approve Hiring of Building Permit Technician
   G. Approve Personnel Policy Updates and New Policies
   H. Approve Quote to Install Irrigation System at Fleckenstein Bluffs Park
   I. Resolution 2022-141 Approve Pet Parade Street Closures and Parking Restrictions
   J. Resolution 2022-142 Approve Use of North Alexander Park for Spooktacular Walk/Run
   K. Resolution 2022-143 Adopting the 2022-2024 Non-Union Compensation Plan (Revised)
   L. Approve Fourth Amendment to Tower Lease at 1225 Parshall St.
   M. Approve LG220 Application for Exempt Permit for Southern MN Rugby Football Association
   N. Approve LG230 Application to Conduct Off-Site Gambling for Faribault Wrestling
5. **Requests to be Heard**
6. **Public Hearings – None**
7. **Items for Discussion**
   A. Ordinance 2022-13 Amend the Faribault Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit - Second Reading
      1. Approve Summary Publication - Ordinance 2022-13
   B. Resolution 2022-138 Adopt City of Faribault Developer's Guide for Stormwater Management
   C. Resolution 2022-137 Adopt 2022 City of Faribault Surface Water Management Plan

D. Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - Second Reading

1. Approve Summary Publication - Ordinance 2022-14

E. Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - Second Reading

1. Approve Summary Publication - Ordinance 2022-15

F. Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - Second Reading

1. Approve Summary Publication - Ordinance 2022-16

G. Ordinance 2022-17 Rezone the Parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - Second Reading

1. Approve Summary Publication - Ordinance 2022-17

H. Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - Second Reading

1. Approve Summary Publication - Ordinance 2022-18

I. Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - Second Reading

1. Approve Summary Publication - Ordinance 2022-19

J. Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - Second Reading

1. Approve Summary Publication - Ordinance 2022-20

K. Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - Second Reading

1. Approve Summary Publication - Ordinance 2022-21

8. Bids

A. Resolution 2022-136 Accept Bids for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions - Contract 2022-10

9. Boards and Commissions Reports, Announcements and Project Updates

A. Monthly Financial Report

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC **Closed Captioning of Council meetings available on FCTV.**

Please contact the City Administrator's Office if you need special accommodations related to a disability while attending the City Council meeting.

CITY COUNCIL MINUTES

COUNCIL CHAMBERS TUESDAY, JUNE 14, 2022 6:00 PM

Call to Order/Roll Call/Pledge of Allegiance
The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Community and Economic Development Director Deanna Kuennen, Police Captain Neal Pederson, Finance Director Jeanne Day, Public Works Director Travis Block, City Engineer Mark DuChene, Planning & Zoning Coordinator Peter Waldock, and Human Resources Manager Kevin Bushard.

Presentations/Introductions
The Amateur Radio Field Day Proclamation was presented by the Mayor. Members of the public are invited to City View Park beginning at 1:00 pm until dark.

Approve minutes of May 25, 2022 City Council Meeting
Motion by Spooner, seconded by van Sluis to approve the May 25, 2022 City Council Meeting Minutes and carried unanimously.

Consent Agenda

A. List of Claims for Release
B. Resolution 2022-121 Accept Donations to Parks and Recreation Department
C. Approve Change Order #3 for Buckham Center Roof Project
D. Approve Amendment No. 2 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04
E. Approve LG240B Application to Conduct Excluded Bingo for the Rice County Fair
F. Approve Hangar Rental Agreement
G. Approve Professional Services Proposal for 1st Street SE Improvements
H. Approve Updated Non-Profit/Civic Organization Funding Policy
I. Resolution 2022-125 Approve Massage Therapist License
J. Approve Use of City View Park for the American Radio Relay League Field Day
K. Resolution 2022-126 Accept Hannah Lips Foundation Grant and Revise Budget
L. Resolution 2022-129 Authorize the Execution of an Agreement between the City of Faribault and the Center for Energy and the Environment Related to Home Energy Squad Visits
M. Approve Quote to Purchase Toro Workman HDX
N. Resolution 2022-130 Acknowledging the Noncompetitive Nature of Water Meter Radio Equipment
O. Approve 2022 CIP Purchase – Replacement of Sign Plotter
P. Approve Memo of Understanding with Faribault School District
Q. Resolution 2022-131 Approve Street Closures for IRIS 5K/10K Turkey Trot
R. Resolution 2022-132 Approve Hiring of Records Specialist
S. Police Department - Enterprise Fleet Management Agreement
T. Resolution 2022-133 Approve Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, et al. v. City of Faribault

Motion by Caron, seconded by Wood to approve Consent Agenda Items A-T and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09

City Engineer Mark DuChene presented Resolution 2022-124 Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09to the Council.

DuChene explained that the City's adopted 2022-2026 Capital Improvement Plan included $100,000 for the regrading and park improvements at Prairie Ridge Park. Improvements to Prairie Ridge Park were included in the Journey to 2040 Parks, Trails, and Open Space Plan and the specific improvements to the park have been refined over the last couple of years. In 2020, a multi-use trail was constructed around the perimeter of the park and in 2021 many trees were planted along the inside of the trail and playground equipment was also ordered, but due to the pandemic, delivery of the equipment has been delayed until the summer of 2022.

The proposed improvements associated with City Contract 2022-09 include regrading the entire parkland inside of the new trail to provide a smooth usable green space and the construction of a rain garden to help with drainage and provide natural pollinator habitat. An open-field play area large enough to accommodate a regulation football or soccer field, as well as a small baseball/teeball field, but it is not intended at this time to actually stripe the fields and the baseball field will be all turf. These fields were shown simply for reference to scale. The current plans also included a bid alternative to construct phase 1 of the proposed parking lot. Future phases for the park include a space reserved for a basketball court and picnic shelter and, if needed, an expansion of the parking lot. The resolution also establishes a bid date of July 6, 2022.

Councilor Ross asked if the playground equipment was still planned for the corner of the lot, DuChene explained that it was, Ross also asked if enough parking spaces were included, DuChene stated that there are currently 25 spaces with room for an additional 15 to 18 spaces.

Motion by Ross, seconded by van Sluis to approve Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09 and carried unanimously.

Resolution 2022-127 Approve Variances to Allow Construction of a New Garage to Exceed Permitted Square Footage and Height at 2518 14th Street NE and Resolution 2022-128 Approving a Conditional Use Permit for a 1,200 Square Foot Garage at 2518 14th Street NE

Community and Economic Development Director Deanna Kuennen informed the Council that Benjamin Jirik is seeking variances and a Conditional Use Permit for a garage that would exceed permitted square footage and height for residential accessory structures in the TUD Transitional Urban Development District at 2518 14th Street NE. The parcel is about 4.6 acres in area, approximately 220 feet wide and 880 feet deep. Mr. Jirik seeks to build a 1,200 SF garage that is 18.5’ tall located on the site of the previous garage. There was previously a 960 SF garage located on the property, however it collapsed from wind damage during renovations in 2021.

The Unified Development Ordinance limits residential accessory structures to 1080 square feet with a conditional use permit. The ordinance limits building height for this structure to 16 feet, measured mid-point between the top plate and the ridge of the roof. The ordinance does not provide for larger accessory structures on larger lots in the city. All residential uses are subject to the same accessory building limits, no matter the lot size.

The Planning Commission at its meeting of June 6, 2022, held a public hearing regarding this matter. The City received an email from one of the adjoining owners to offer comments for the public record. The neighboring owner requested that trees be planted along the west property line to screen the site. Mr. Jirik responded that he had planted 27 blue spruce trees along the west line within the past few years. The Development Review Committee had presented a report recommending against the variances because it did not meet all of the required findings listed in the ordinance. The Planning

Commission disagreed, and determined that the variances should be approved. They noted that in 2002, the City had approved a 2000 square foot accessory structure on a similar sized property adjoining the subject site to the east. The Commissioners recognized that this area was rather rural in character. They determined that these factors and the extra-large size of this lot justified approval of the requested variances in this case.

The Planning Commission by a 5-0 vote approved findings in support of the variances requested in this case and they recommend City Council Approval of the Variances for a Residential Accessory Structure of 1200 square feet and a height of 18.5 feet tall measured at the mid-point between the top plate of the wall and the roof ridge as requested.

Kuennen noted that if variances for the proposed building size of 1200 square feet and 18.5 feet in height are approved, a conditional use permit should also be granted to complete the zoning approvals necessary for the building as proposed.

The Planning Commission at its meeting of June 6, 2022, also held a public hearing regarding this matter. The Development Review Committee presented a report that recommended approval of a Conditional Use Permit that meets the requirements listed in the Unified Development Ordinance. The Planning Commission by a 5-0 vote approved findings in support of a Conditional Use Permit in conjunction with the approval of associated variances requested in this case and they recommended City Council Approval of a Conditional Use Permit for a Residential Accessory Structure of 1200 square feet, consistent with the Variances under consideration with the preceding resolution.

Councilor Spooner asked if the other properties in that area have oversized garages, City Planning & Zoning Coordinator Peter Waldock stated that they do. Councilor Ross asked if the parcels could be split, Waldock stated that the lots could be split, however it would be difficult and the garage will not be a hindrance. Mayor Voracek asked if the property owners could run a business, Waldock stated that no more than 30% can be a business.

Motion by van Sluis, seconded by Wood to approve Resolution 2022-127 Approve Variances to Allow Construction of a New Garage to Exceed Permitted Square Footage and Height at 2518 14th Street NE and carried unanimously.

Motion by Viscomi, seconded by Ross to approve Resolution 2022-128 Approving a Conditional Use Permit for a 1,200 Square Foot Garage at 2518 14th Street NE and carried unanimously.

Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - First Reading; Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - First Reading and Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - First Reading

Community and Economic Development Director Deanna Kuennen explained that due to its historical significance, Johnston Hall, on the Allina Health System Campus at 633 1st Street SE, was placed on the National Register of Historic Places. Also, the City of Faribault included Johnston Hall property in the City's Heritage Preservation Overlay District. After years of trying to find a buyer or a viable use for Johnston Hall, Allina Health System demolished the building in 2021 due to safety concerns with the building's structure. Now that Johnston Hall has been removed, it is appropriate to remove the property from the City's Heritage Preservation Overlay District. The State Historic Preservation Office (SHPO) will initiate delisting the property from the National Register. In the future, Allina Health System may expand the parking lot at 633 1st Street SE into the area formerly occupied by Johnston Hall. There are also preliminary plans to develop a Johnston Hall memorial on the Allina Health System campus.

The Planning Commission held a public hearing on June 6, 2022. No one from the public commented on the proposal to remove the Heritage Preservation Overlay District from the subject property. The Planning Commission recommended that the City Council approve Ordinance 2022-14.

Kuennen further explained that the Journey to 2040 Comprehensive Plan guides the Allina Health System campus south of 1st Street SE and east of State Avenue for institutional use. The City's Official Zoning Map zones the parcels on the campus with residential district designations: R-4, High-Density

Residential Zoning District and R-2 Low Density Residential District. The Journey to 2040 Comprehensive Plan guides the Allina Health System campus for established residential neighborhood use, which can include institutional uses. The proposed rezoning in this case will update the underlying zoning of the campus parcels to the Public/Institutional zoning district classification to follow the Comprehensive Plan guidance.

With the adoption of Ordinance 2022-3, the Faribault Council created a P/I, Public/Institutional zoning district to accommodate institutional uses, such as the Allina Health System campus. To ensure that the City's Official Zoning Map is consistent with the Journey to 2040 Comprehensive Plan, the City initiated rezoning of all property within the Allina Health System campus to P/I, Public/Institutional.

The Planning Commission held a public hearing to consider the rezoning request. No one from the public provided comments. The Planning Commission recommended that the City Council approve Ordinance 2022-15.

In 2015, the City amended the PUD (Planned Unit Development) Overlay Zoning District for the Allina Health System campus to accommodate a new Emergency Department addition and a new Mayo Clinic addition. At the direction of the City, Allina requested repealing and replacing the 2015 PUD Zoning Overlay District with a new PUD Zoning Overlay District for the following reasons:

The 2015 PUD included multiple provisions related to Johnston Hall, which are no longer applicable due to the removal of Johnston Hall including; the creation of a Public/Institutional Zoning District and initiated rezoning the underlying zoning district of the Allina Health System campus from R-2, Low-Density Residential and R-4, High-Density Residential to P/I, Public/Institutional; and the Owner chose to include its property at 14 State Avenue in the proposed PUD.

The proposed PUD Overlay Zoning District #2022-16 repeals and replaces PUD Overlay Zoning District #2015-15. The Development Plan associated with PUD #2022-16 shows future parking improvements on the site of the former Johnston Hall, and it identifies an area for a future Johnston Hall memorial. Finally, the Development Plan for PUD #2022-16 shows that the existing house at 14 State Avenue that is owned by Allina Health System, may be redeveloped in the future or may be converted to open space. Any significant deviation from the Development Plan would require an amendment to the proposed PUD.

The Planning Commission held a public hearing on June 6, 2022, to consider repealing and replacing the PUD. No one from the public commented on the proposed PUD. However, two property owners on 9th Avenue SE called the City Planner in advance of the public hearing to learn more about the proposed PUD, but they did not object to the proposed PUD. The Planning Commission recommended that the City Council approve Ordinance 2022-16.

Motion by Ross, seconded by Viscomi to approve Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Wood to approve Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Motion by Ross, seconded by van Sluis to approve Ordinance 2022-16 Rezone the Allina Health System

Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Ordinance 2022-17 Rezone the Parcels at 1001, 1101, 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - First Reading

Community and Economic Development Director Deanna explained that the parcels at 1001, 1101, and 1105 Division Street West are currently zoned I-2, Heavy Industrial. However, the City's Journey to 2040 Comprehensive Plan guides these parcels for commercial/residential mix. The City's Zoning Map must be consistent with the Comprehensive Plan. Therefore, the City initiated rezoning these parcels from I-2, Heavy Industrial, to C-2, Highway Commercial, which is consistent with the existing, proposed, and potential uses of the parcels. The Planning Commission held a public hearing on June 6, 2022. The Owner of 1105 Division Street West attended the public hearing and asked about the potential uses allowed in the C-2, Highway Commercial District. The Owner did not object to the rezoning. The Planning Commission recommended approval of Ordinance 2022-17.

Councilor Ross asked if the rezoning was done at the request of the landowners, Kuennen explained that this was City initiated however, a conversation was had with the landowners. Kuennen also stated that this will come up as Staff go through the Comprehensive Plan.

Motion by Spooner, seconded by Caron to approve Ordinance 2022-17 Rezone the Parcels at 1001, 1101, 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - First Reading; Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - First Reading; Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - First Reading and Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - First Reading

City Administrator Tim Murray explained to the Council that as part of the negotiation of the Settlement Agreement and Release of All Claims for the ACLU lawsuit, the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. Ordinance 2022-18 amends Sec. 7-38. - Licensing of rental units. The primary revision is the addition of language that requires rental applications and renewals include agreed-upon "Licensee Certification" requirements. Ordinance 2022-19 amends Sec. 7-40(h) Occupancy standards. The primary revisions are the addition of bedroom size considerations in the calculation of allowable occupancy, as well as clarification that children under the age of two (2) do not count towards the occupancy limits outlined in the ordinance. Ordinance 2022-20 repeals and replaces Sec. 7-41. - Disorderly conduct prohibited. The primary changes made by this ordinance are to narrow the list of offenses that may constitute "disorderly conduct" and clarification on the appeal process for tenants to contest the determination that disorderly conduct occurred. Ordinance 2022-21 repeals and replaces Sec. 7-42. - Crime-free housing program. The most significant change with this ordinance, and arguably the biggest overall change as a result of the lawsuit, is making criminal background checks optional, but recommended by the City, instead of mandatory as required under the previous ordinance. This ordinance also modifies the background check procedure, limiting what portions of a criminal record may be considered in a housing application.

Motion by Ross, seconded by Wood to approve Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Caron to approve Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Motion by Spooner, seconded by Ross to approve Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Wood to approve Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek
Nay:

Motion carried 7:0

Bids - None

Boards and Commissions Reports, Announcements and Project Updates
City Administrator Tim Murray read the following press release:
On June 14, 2022, the City Council approved the resolution of the litigation the ACLU initiated in 2018 challenging the City's Rental Licensing Ordinance. The settlement ends four years of protracted litigation and avoids a lengthy trial in federal court.

The settlement preserves and vindicates the Ordinance, the purpose of which is to provide decent, safe, sanitary, and crime-free rental housing to all residents of the City, regardless of their race or nationality.

The settlement involves a few modifications to the Crime Free Multi-Housing Program. For example, the City will no longer mandate property owners conduct criminal background screening, but the City recommends they still avail themselves of this tool to properly screen prospective tenants. As before the settlement, property owners retain discretion to rent to whoever they deem appropriate, provided they do not discriminate against prospective tenants. In addition, problem tenants will still face eviction when they endanger the safety and general welfare of the community.

The occupancy regulations remain unchanged. The revisions to the Ordinance simply confirm, regardless of the size of a rental unit, the occupancy limitation is no less than two times the number of legal bedrooms plus one, and occupants under the age of two years are not counted.

There is no admission of liability. To avoid the cost and expense of a lengthy trial, the League of Minnesota Cities Insurance Trust, on behalf of the City, will pay the ACLU $685,000.

Mayor Voracek reminded everyone that Heritage Days kick-off is tomorrow, tonight following the meeting the Council is invited to meet the German Delegation that is here at Redemption. The Mayor's reception will be held at Central Park on Thursday, Friday the annual car show will take place as well as tours of Oak Lawn Cemetery and a band will be at Central Par and Saturday will be the Heritage Days Parade. Councilor Ross stated that the Faribault House will be open for tours throughout the weekend.

Adjournment
Motion by Ross, seconded by van Sluis to adjourn the meeting and carried unanimously.

The meeting adjourned at 6:35 pm.

Respectfully Submitted,

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Heather Slechta
Assistant to the City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Jeanne Day, Finance Director
MEETING DATE:	June 28, 2022
SUBJECT:	List of Claims for Release

Background:
A copy of the list of claims is available for City Council review through the City Administrator, in the amount of $1,339,383.12, which includes check numbers 174999 to 175103 and automatic clearing house payments.

The description line for each claim provides information to assist readers in understanding the purpose of the purchase and the department making the purchase. Initials of the department making the purchase are included in the description when possible. At the bottom of each page is a key, listing the primary funds to help identify the fund associated with the claim.

Recommendation:
Approve the attached List of Claims for Release.

Attachments:
1. 06-28-2022 Council AP List

AP
AP Council Approval 06-28-2022

User: astadler
Printed: 6/23/2022 10:32:51 AM

Check Numbe	Last Name	Acct 1	Amount	Description
175005	1st Line/Leewes Ventures LLC	101-45125-450-42990	818.75	Concession Items for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		818.75	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	480.40	Concession Items for Resale at Aquatic Center
	A H Hermel Candy & Tobacco		480.40	
175006	Advanced Drainage Systems Inc	603-49500-000-42240	2,271.77	Replacement Storm Structure for Street Repair
	Advanced Drainage Systems Inc		2,271.77	
0	Ag Partners Coop	603-49500-000-42160	457.55	Weed Killer and Tordon
	Ag Partners Coop		457.55	
175007	Amazon Capital Services	101-45500-450-42190	79.75	Books
175007	Amazon Capital Services	101-45500-450-43130	9.99	Checkers for Plaza Tables
175007	Amazon Capital Services	101-45500-450-43130	27.59	Chess Pieces & Checkers for Plaza Tables
175007	Amazon Capital Services	101-42700-420-42410	30.06	Phone Case (2)
175007	Amazon Capital Services	101-42123-420-44040	16.99	Lock for File Cabinet
175007	Amazon Capital Services	101-45500-450-43130	12.99	Checker Set for Plaza
175007	Amazon Capital Services	101-42123-420-42020	107.04	USB Adapters for MacBooks
175007	Amazon Capital Services	101-45140-450-42110	111.00	Summer Camp Supplies
175007	Amazon Capital Services	101-41580-410-42020	37.99	Office Switch
175007	Amazon Capital Services	101-45125-450-42110	199.49	First Aid PPE
175007	Amazon Capital Services	101-45140-450-42110	67.94	Fitness and Fun Center Camp Supplies
175007	Amazon Capital Services	101-45140-450-42110	24.98	Fun Center Camp Supplies
	Amazon Capital Services		725.81	
175008	American Red Cross	101-45130-450-43131	210.00	Babysitter Training & Pediatric First Aid-Public Cert Class

Check Numbe	Last Name	Acct 1	Amount	Description
	American Red Cross		210.00	
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	406.62	Public Notices
0	APG Media of Southern Minnesota LLC	437-41940-410-45208	112.05	RFP and Bid Ad 2022-10 Lockerby Site
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	1,296.00	Legal Notices
0	APG Media of Southern Minnesota LLC	437-41940-410-45204	112.05	RFP and Bid Ad 2022-10 Lockerby Site
	APG Media of Southern Minnesota LLC		1,926.72	
175009	Astleford International & Isuzu	101-43121-430-44040	1,194.60	Aftertreatment Fuel Injection System Repair - Street #213
	Astleford International & Isuzu		1,194.60	
175010	Baker & Taylor Entertainment	101-45500-450-42190	280.75	Books
	Baker & Taylor Entertainment		280.75	
0	Beltz Nathan	601-49430-000-43090	6,500.00	Pressure Wash the Natgun Reservoir
0	Beltz Nathan	601-49430-000-43090	8,500.00	Pressure Wash Elevated Tower
	Beltz Nathan		15,000.00	
0	Bergan KDV	101-41510-410-43010	14,500.00	Audit Services Interim for 12/31/2021
0	Bergan KDV	602-49450-000-43010	5,500.00	Audit Services Interim for 12/31/2021
0	Bergan KDV	101-45500-450-43010	1,000.00	Audit Services Interim for 12/31/2021
0	Bergan KDV	601-49430-000-43010	3,000.00	Audit Services Interim for 12/31/2021
0	Bergan KDV	603-49500-000-43010	1,000.00	Audit Services Interim for 12/31/2021
	Bergan KDV		25,000.00	
0	Berg-Johnson Associates Inc	602-49480-000-42170	289.77	Oxygen Sensor
	Berg-Johnson Associates Inc		289.77	
0	Border States Industries Inc	101-42210-420-42230	44.48	Photo Eye - 2
	Border States Industries Inc		44.48	
175011	Braun Intertec Corporation	241-46330-461-43090	354.00	RAD Environmental Assessment Services through 6/3/22
175011	Braun Intertec Corporation	601-49430-000-45300	150.00	(2019-12) through 6/10/22

Check Numbe	Last Name	Acct 1	Amount	Description
	Braun Intertec Corporation		504.00	
175012	Brokl Construction	101-00000-000-22000	1,000.00	Escrow Release for New Garage - 1030 Willow Street
	Brokl Construction		1,000.00	
175013	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 6/1/22-6/30/22
175013	Canon Financial Services Inc	602-49450-000-44160	11.46	Public Works Copier Rent 6/1/22-6/30/22
175013	Canon Financial Services Inc	101-42210-420-44160	68.46	Copy Contract Charges 06/01/2022 - 06/30/2022
175013	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 6/1/22-6/30/22
175013	Canon Financial Services Inc	240-46210-460-44160	224.41	Cannon Lease for 3rd Floor
175013	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
175013	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 6/1/22-6/30/22
175013	Canon Financial Services Inc	101-41940-410-44160	224.41	Copy Lease
	Canon Financial Services Inc		853.87	
175014	Cem Unlimited-Park Ave LLC	601-00000-000-20200	59.52	Refund Check 019998-000, 214 Park Ave NW
	Cem Unlimited-Park Ave LLC		59.52	
175015	Cemstone Products Co Inc	101-45200-450-44050	626.50	Concrete Large Chair Slab
	Cemstone Products Co Inc		626.50	
175016	Chadderdon Lumber	101-45200-450-42230	82.81	Lumber/Patch FFAC Window
	Chadderdon Lumber		82.81	
175017	Chavira The Estate of Jimmy	601-00000-000-20200	29.64	Refund Check 020027-000, 817 4 Ave NW
	Chavira The Estate of Jimmy		29.64	
175018	Chavis William	898-46310-000-42110	35.94	Vacuum Cleaner Parts Roller Brush
175018	Chavis William	898-46310-000-44010	20.00	Vacuum Cleaner Repair
175018	Chavis William	898-46310-000-42110	24.99	Vacuum Cleaner Bags
	Chavis William		80.93	
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry

Check Numbe	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	18.61	Lab Towels Floor Mats
0	Cintas Corporation	101-43121-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	898-46310-000-44060	46.04	Mats
0	Cintas Corporation	898-46310-000-44010	20.00	Sanitizer Service
0	Cintas Corporation	898-46310-000-42110	6.00	Hand Sanitizer
0	Cintas Corporation	101-45122-450-44060	14.40	Laundry Services - Mops
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	602-49480-000-44060	12.71	Lab Towels Floor Mats
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
	Cintas Corporation		387.44	
175019	City of Faribault	211-46310-460-43850	33.77	005003-000 16 1 St SE
175019	City of Faribault	898-46310-000-43850	296.22	014197-000 1324 Prairie Ave
175019	City of Faribault	241-46330-461-43860	21.88	005090-000 910 1 St SW
175019	City of Faribault	211-46310-460-43860	6.53	005003-000 16 1 St SE
175019	City of Faribault	602-49480-000-43820	13.11	005003-022 214 14 St NE
175019	City of Faribault	241-46330-461-43820	13.11	005090-007 1806 Shumway Ave
175019	City of Faribault	211-46310-460-43820	26.70	005003-000 16 1 St SE
175019	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
175019	City of Faribault	241-46330-461-43820	13.11	005090-006 1810 Shumway Ave
175019	City of Faribault	225-49810-430-43820	17.69	005003-004 3401 Hwy 21 W
175019	City of Faribault	101-45127-450-43860	36.11	005003-043 705 17 St SW
175019	City of Faribault	225-49810-430-43850	14.01	005003-004 3401 Hwy 21 W
175019	City of Faribault	241-46330-461-43820	13.11	005090-026 1526 Western Ave
175019	City of Faribault	225-49810-430-43820	13.11	005003-005 Airport Terminal
175019	City of Faribault	101-45127-450-43820	28.98	005003-043 705 17 St SW
175019	City of Faribault	225-49810-430-43860	272.17	005003-004 3401 Hwy 21 W
175019	City of Faribault	898-46310-000-43860	78.75	014197-000 1324 Prairie Ave
175019	City of Faribault	101-45127-450-43820	33.91	005003-030 705 17 St SW-Irrigation
175019	City of Faribault	902-00000-000-23935	-6,086.02	Water/Sewer-May
175019	City of Faribault	241-46330-461-43860	23.70	005090-007 1806 Shumway Ave
175019	City of Faribault	601-49430-000-43850	107.68	005003-032 812 8 Ave NW (New Water Plant)
175019	City of Faribault	241-46330-461-43820	13.11	005090-003 1528 Western Ave

Check Numbe	Last Name	Acct 1	Amount	Description
175019	City of Faribault	602-49480-000-43860	224.31	005003-019 214 14 St NE
175019	City of Faribault	602-49480-000-43820	2,239.54	005003-023 214 14 St NE
175019	City of Faribault	602-49480-000-43820	2,238.14	005003-019 214 14 St NE
175019	City of Faribault	241-46330-461-43820	13.11	005090-001 920 1 St SW
175019	City of Faribault	241-46330-461-43820	13.11	005090-004 1818 Shumway Ave
175019	City of Faribault	902-00000-000-23935	6,086.02	Water/Sewer-May
175019	City of Faribault	241-46330-461-43820	13.11	005090-000 910 1 St SW
175019	City of Faribault	101-45127-450-43850	17.49	005003-043 705 17 St SW
175019	City of Faribault	437-41940-410-44370	4.50	005003-064 127 Willow St
175019	City of Faribault	241-46330-461-43860	43.95	005090-026 1526 Western Ave
175019	City of Faribault	241-46330-461-43820	13.11	005090-016 1814 Shumway Ave
175019	City of Faribault	898-46310-000-43820	180.57	014197-000 1324 Prairie Ave
	City of Faribault		6,086.02	
175020	Commercial Asphalt Company	101-43121-430-42240	480.53	Hot Mix for Street Patching
	Commercial Asphalt Company		480.53	
175021	Community Co-op Oil Assn	602-49480-000-44040	10.00	Tire Repair Lawn Mower
175021	Community Co-op Oil Assn	101-43121-430-42110	12.86	Non Oxy Fuel for Small Engines
175021	Community Co-op Oil Assn	101-43121-430-42110	24.23	Non Oxy Fuel for Small Engines
175021	Community Co-op Oil Assn	101-45200-450-44040	27.00	Tire Repair
175021	Community Co-op Oil Assn	101-45200-450-44040	9.95	Tire Repair
175021	Community Co-op Oil Assn	101-45200-450-44040	118.50	Tire Repair
175021	Community Co-op Oil Assn	101-45122-450-42120	35.00	Lawn Mower Gas
	Community Co-op Oil Assn		237.54	
175022	Core & Main LP	601-49430-000-42110	1,468.08	Meter Registers
175022	Core & Main LP	601-49430-000-42110	905.00	Omni Meter
	Core & Main LP		2,373.08	
0	CovertTrack Group Inc	101-42121-420-43095	600.00	CovertTrack Mapping Software
	CovertTrack Group Inc		600.00	
175023	Crane Creek Asphalt	601-49430-000-42240	4,381.08	Asphalt for Watermain Break Repairs
175023	Crane Creek Asphalt	476-43121-430-45302	347,950.60	(2022-02) Pay Request 1
175023	Crane Creek Asphalt	101-43121-430-42240	187.20	Hot Mix for Street Patching
175023	Crane Creek Asphalt	101-43121-430-42240	473.60	Hot Mix for Street Patching

Check Numbe	Last Name	Acct 1	Amount	Description
	Crane Creek Asphalt		352,992.48	
0	CRI Environmental Solutions	603-49500-000-43090	511.50	Emergency Spill Absorbent Service
	CRI Environmental Solutions		511.50	
175024	Curt's Truck & Diesel Service Inc	101-43121-430-44040	167.50	Reset Exhaust Filter Interval - Street #217
175024	Curt's Truck & Diesel Service Inc	101-43121-430-44040	167.50	Checked Engine Codes/Diagnose/Reset Exhaust Filter Parameter - S
175024	Curt's Truck & Diesel Service Inc	101-43121-430-44040	167.50	Reset Exhaust Filter Interval - Street #112
175024	Curt's Truck & Diesel Service Inc	101-43121-430-44040	167.50	Reset Exhaust Filter Service Interval - Street #413
	Curt's Truck & Diesel Service Inc		670.00	
175025	D&S Banner Sign & Print LLC	101-45130-450-43131	102.00	Concerts in the Park Bandshell Sponsor Banner
	D&S Banner Sign & Print LLC		102.00	
0	Dakota Supply Group	601-49430-000-42110	509.11	Water Service Supplies
	Dakota Supply Group		509.11	
175026	Dalco	603-49500-000-42230	1.32	Soap and Wipes PWP
175026	Dalco	101-43121-430-42230	89.80	Soap and Wipes PWP
175026	Dalco	602-49450-000-42230	9.35	Soap and Wipes PWP
175026	Dalco	601-49430-000-42230	9.35	Soap and Wipes PWP
	Dalco		109.82	
175027	Davenport Group Inc	101-41580-410-42020	20.00	Power Cord Adapter for UPS Battery Backup
	Davenport Group Inc		20.00	
175028	Department of Human Services	101-45200-450-43090	1,980.50	State Crew Services
175028	Department of Human Services	101-45127-450-43090	493.00	State Crew Services
	Department of Human Services		2,473.50	
175029	Diamond Mowers Inc	101-43121-430-42210	756.29	Slip Clutch/Driveshaft Yoke/Blades - Street #120
	Diamond Mowers Inc		756.29	
175030	Diedrick Jeanette	601-00000-000-20200	42.35	Refund Check 014055-000, 1005 1 St SE

Check Numbe	Last Name	Acct 1	Amount	Description
	Diedrick Jeanette		42.35	
0	Eckberg Lammers PC	101-41610-410-43045	12,654.35	Monthly Retainer
	Eckberg Lammers PC		12,654.35	
0	Evergreen Land Services	401-43121-430-45300	980.00	(2021-05) Lyndale Ave Trail Appraisals
0	Evergreen Land Services	401-43121-430-45300	180.00	(2021-05) Acquisitions
	Evergreen Land Services		1,160.00	
175031	Fareway Stores Inc #126	101-41800-410-44382	300.00	Walk for Wellness Kickoff Gift Cards
175031	Fareway Stores Inc #126	101-42123-420-42115	59.26	Energy Bars/Water/Snacks for Bike Patrol Training
175031	Fareway Stores Inc #126	101-41940-410-42110	2.29	Hand Soap
175031	Fareway Stores Inc #126	101-45140-450-42110	14.97	Summer Kick Off Treats
175031	Fareway Stores Inc #126	101-41110-410-43130	53.99	Cake for Mayor's Reception
175031	Fareway Stores Inc #126	101-41800-410-44382	10.99	H Morgan 49th Anniversary
	Fareway Stores Inc #126		441.50	
175032	Faribault Ace Hardware	602-49480-000-42410	128.79	Battery Pack Tools
175032	Faribault Ace Hardware	101-42220-420-42110	50.38	2 Tie-Down Ratchets
175032	Faribault Ace Hardware	101-42210-420-42110	11.68	Kitchen Scrub Brushes
175032	Faribault Ace Hardware	101-42220-420-42110	-25.19	1 Tie Down Ratchet - Return
175032	Faribault Ace Hardware	241-46330-461-42110	17.97	900 C Spring Road Weatherstrip Foam
175032	Faribault Ace Hardware	101-45122-450-42110	10.40	Bolts
175032	Faribault Ace Hardware	101-45200-450-42110	46.76	Shelf Brackets
175032	Faribault Ace Hardware	601-49430-000-42410	28.79	Hex Key Set
175032	Faribault Ace Hardware	602-49480-000-42110	112.45	Light Bulbs & Cleaning Supplies
175032	Faribault Ace Hardware	602-49480-000-42110	-11.50	Light Bulbs
175032	Faribault Ace Hardware	241-46330-461-42110	32.46	900 A Spring Road Fasteners/Garage Door Lube
175032	Faribault Ace Hardware	601-49430-000-42110	11.68	Silicone Seal
175032	Faribault Ace Hardware	101-45122-450-42110	28.78	Pliers and Cable Ties
175032	Faribault Ace Hardware	602-49480-000-42110	16.18	Ready Rod
175032	Faribault Ace Hardware	101-45122-450-42110	63.03	Pickleball Line Tape
175032	Faribault Ace Hardware	602-49480-000-42160	55.99	Weed Killer
175032	Faribault Ace Hardware	101-45130-450-43131	170.97	Extension Cords
175032	Faribault Ace Hardware	101-45200-450-42110	295.65	Paint and Supplies
175032	Faribault Ace Hardware	101-45122-450-42410	14.39	Tools
175032	Faribault Ace Hardware	101-45200-450-42110	11.69	PVC Cement
175032	Faribault Ace Hardware	101-45122-450-42110	17.08	General Supplies for Aquatic Center
175032	Faribault Ace Hardware	898-46310-000-42110	10.78	Community Room Dish Soap

Check Numbe	Last Name	Acct 1	Amount	Description
175032	Faribault Ace Hardware	101-45126-450-42230	41.68	Ballast and Fasteners
175032	Faribault Ace Hardware	602-49480-000-42110	35.98	Water Sprinkler
	Faribault Ace Hardware		1,176.87	
175033	Faribault Daily News	101-45500-450-42191	409.55	Newspaper Subscription for 1 Year
	Faribault Daily News		409.55	
0	Faribault Fleet Supply Inc	101-41940-410-42110	16.08	Door Sweep and Marine Grease
0	Faribault Fleet Supply Inc	601-49430-000-42110	64.76	Fertilizer/Blade Dispenser/Wire Pin
0	Faribault Fleet Supply Inc	101-45200-450-42130	84.99	Chain Saw Oil
0	Faribault Fleet Supply Inc	225-49810-430-42130	21.00	Engine Oil for Tractor
0	Faribault Fleet Supply Inc	101-41110-410-42110	10.27	Sprayer Fitting
0	Faribault Fleet Supply Inc	601-49430-000-42110	41.98	Seeding WTP
0	Faribault Fleet Supply Inc	101-43121-430-42110	98.99	Tissue for Crack Filling
0	Faribault Fleet Supply Inc	602-49480-000-42110	170.98	Grass Seed and Fan
0	Faribault Fleet Supply Inc	601-49430-000-42110	12.48	WTP Supplies
0	Faribault Fleet Supply Inc	601-49430-000-42110	122.98	Chop Saw Blade
0	Faribault Fleet Supply Inc	225-49810-430-42110	9.99	Trimmer Line
0	Faribault Fleet Supply Inc	601-49430-000-42110	78.53	WTP Plumbing Supplies
0	Faribault Fleet Supply Inc	225-49810-430-42130	19.36	Grease/Motor Oil
	Faribault Fleet Supply Inc		752.39	
175034	Faribault Interiors	241-46330-461-44050	500.00	1319 NW 7th Street Carpet Steps & Pad
175034	Faribault Interiors	241-46330-461-44050	3,550.00	830 SW 9th Ave LU Tile & Base 4 Bedrooms/Hallway
175034	Faribault Interiors	241-46330-461-44050	1,800.00	1319 NW 7th Street Kitchen LU Tile & Base Install
	Faribault Interiors		5,850.00	
175035	Faribault Post Office	601-49430-000-43220	1,055.08	Utility Bills - June
175035	Faribault Post Office	602-49480-000-43220	1,055.08	Utility Bills - June
175035	Faribault Post Office	603-49500-000-43220	1,055.07	Utility Bills - June
	Faribault Post Office		3,165.23	
175036	Faribault Rental Equipment Inc	602-49480-000-42110	3.45	Primer Bulb
175036	Faribault Rental Equipment Inc	601-49430-000-44160	54.00	Over Seeder Rental
175036	Faribault Rental Equipment Inc	101-41110-410-43130	50.00	Table Coverings for Mayor's Reception
175036	Faribault Rental Equipment Inc	601-49430-000-42110	125.00	Chop Saw Blade

Check Numbe	Last Name	Acct 1	Amount	Description
	Faribault Rental Equipment Inc		232.45	
0	Faribo Plumbing & Heating Inc	602-49450-000-42110	268.58	Sewer Pipe Fittings
0	Faribo Plumbing & Heating Inc	241-46330-461-42110	39.50	1319 NW 7th Street Toilet Fill Valve & Stops/Wax Ring
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	165.00	1319 NW 7th Street Toilet and Water Shut off Valve Repairs
0	Faribo Plumbing & Heating Inc	241-46330-461-42110	318.50	404 NW 13th Street Shower Valve & Faucet/Plumbing Parts
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	220.00	404 NW 13th Street Tub/Shower Replace & Unclog Toilet
	Faribo Plumbing & Heating Inc		1,011.58	
0	Fastenal Company	101-42400-420-42170	179.49	Safely Glasses/Gloves/Ear Plugs
0	Fastenal Company	101-42123-420-42210	4.02	Nuts/Bolts/Spring Pins for Stock
0	Fastenal Company	601-49430-000-42210	6.03	Nuts/Bolts/Spring Pins for Stock
0	Fastenal Company	602-49450-000-42210	6.03	Nuts/Bolts/Spring Pins for Stock
0	Fastenal Company	603-49500-000-42210	8.05	Nuts/Bolts/Spring Pins for Stock
0	Fastenal Company	101-43121-430-42110	35.41	Gloves
0	Fastenal Company	101-43121-430-42210	16.08	Nuts/Bolts/Spring Pins for Stock
	Fastenal Company		255.11	
0	FCTV	101-41110-410-44383	14,095.00	Civic/Nonprofit Funding-Quarterly Payment
	FCTV		14,095.00	
0	Fette Electronics Inc	101-45127-450-44010	4,397.00	Replaced Camera System at Soccer Complex
0	Fette Electronics Inc	101-45200-450-44050	2,191.00	Replaced Camera System at Wapacuta Park
	Fette Electronics Inc		6,588.00	
0	Flicek Jerry	101-45200-450-43090	702.00	Ash Trees Treatment
	Flicek Jerry		702.00	
175037	Gilmore Jennifer	601-00000-000-20200	45.42	Refund Check 022694-000, 2206 West Hill St
	Gilmore Jennifer		45.42	
174999	GIS Benefits	101-00000-000-21711	485.05	Voluntary Short Term Disability - July
174999	GIS Benefits	101-00000-000-21717	480.65	Vision Insurance Prepaid - July
174999	GIS Benefits	101-00000-000-21715	4,235.52	Dental Insurance Prepaid - July
174999	GIS Benefits	101-00000-000-11510	76.72	P Froman Dental - July
174999	GIS Benefits	101-00000-000-11510	76.72	D Knutson Dental - July

Check Numbe	Last Name	Acct 1	Amount	Description
174999	GIS Benefits	101-00000-000-21716	1,072.63	Accident/Critical Illness - July
174999	GIS Benefits	101-00000-000-21710	1,853.12	Voluntary Life Insurance - July
	GIS Benefits		8,280.41	
175038	Glenn's Service LLC	101-42121-420-43090	61.80	Tow '06 Dodge 1077 2nd St to FPD Storage Facility / 22-1680
	Glenn's Service LLC		61.80	
0	Godfather's Pizza	101-45140-450-42115	57.05	Staff Training-Youth Programs
0	Godfather's Pizza	101-45125-450-42990	52.00	Pizza For Resale At Aquatic Center
0	Godfather's Pizza	101-45122-450-42115	59.94	Meeting Food
0	Godfather's Pizza	101-45125-450-42990	208.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	507.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	156.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	351.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	195.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	312.00	Pizza for Resale at Aquatic Center
	Godfather's Pizza		1,975.99	
175039	Grainger Inc	101-45130-450-42410	1,845.96	Carts for Inflatables
	Grainger Inc		1,845.96	
0	Guardian Fleet Safety	431-42123-420-45500	11,722.84	Complete Build Out / #4
	Guardian Fleet Safety		11,722.84	
175040	Hawkins Inc	602-49450-000-42160	7,532.34	Ferric Phos Removal
175040	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
175040	Hawkins Inc	602-49480-000-42160	1,447.74	Bleach Filament Control
175040	Hawkins Inc	601-49430-000-42160	4,306.80	WTP Chemicals
175040	Hawkins Inc	101-45125-450-42160	2,516.83	Pool Chemicals
	Hawkins Inc		17,083.71	
175041	HD Supply Facilities Maintenance	898-46310-000-42110	145.32	2 Packages Trash Bags
175041	HD Supply Facilities Maintenance	898-46310-000-42110	21.89	Bathroom Repair Kit
175041	HD Supply Facilities Maintenance	898-46310-000-42110	12.26	Kitchen/Bath Washers-50 (2)
175041	HD Supply Facilities Maintenance	241-46330-461-42110	390.32	6 Rubber Corner Guard/4 Undersink Mat

Check Numbe	Last Name	Acct 1	Amount	Description
	HD Supply Facilities Maintenance		569.79	
175042	HDS LLC	241-46330-461-43090	240.00	MTCS Transmittal thru 9/30/22
	HDS LLC		240.00	
175043	Healy Construction Company Inc	404-45200-450-45300	59,262.00	Partial Payment for Fleckenstein Bluffs Park Overlook
	Healy Construction Company Inc		59,262.00	
175044	Heartland Animal Hospital	101-42700-420-43090	696.30	Care for Stray Canine
	Heartland Animal Hospital		696.30	
175045	Helen M Nagel Inc	101-45200-450-42110	64.00	Landscape Mulch
175045	Helen M Nagel Inc	601-49430-000-42240	445.00	Sod for Watermain Break Repairs
	Helen M Nagel Inc		509.00	
175046	Henry Jerry & Patricia	601-00000-000-20200	45.91	Refund Check 016021-001, 1212 18 St SW
	Henry Jerry & Patricia		45.91	
175047	Hillyard Hutchinson	603-49500-000-44045	3.48	Floor Scrubber Repair PWP
175047	Hillyard Hutchinson	602-49450-000-44045	24.45	Floor Scrubber Repair PWP
175047	Hillyard Hutchinson	101-43121-430-44045	234.97	Floor Scrubber Repair PWP
175047	Hillyard Hutchinson	601-49430-000-44045	24.45	Floor Scrubber Repair PWP
175047	Hillyard Hutchinson	101-45125-450-42110	152.00	Aquatic Center Cleaning Supplies
175047	Hillyard Hutchinson	101-45125-450-42110	134.71	Aquatic Center Cleaning Supplies
	Hillyard Hutchinson		574.06	
0	Horizon Commercial Pool Supply	101-45125-450-42230	359.63	Filter Gaskets
	Horizon Commercial Pool Supply		359.63	
175048	Hy-Vee - Accounts Receivable	101-45125-450-42990	3.56	Concessions Items for Resale at Aquatic Center
175048	Hy-Vee - Accounts Receivable	101-45125-450-42990	17.17	Hot Dog Buns for Resale at Aquatic Center
175048	Hy-Vee - Accounts Receivable	101-41110-410-43130	57.73	Cutlery for Mayor's Reception
175048	Hy-Vee - Accounts Receivable	101-41110-410-43130	44.90	Paper Plates for Mayor's Reception
175048	Hy-Vee - Accounts Receivable	101-41110-410-42115	17.17	Coffee for City Hall Tours with Mayor/Visitors from Germany
175048	Hy-Vee - Accounts Receivable	101-41110-410-42115	8.48	Cinnamon Rolls for City Hall Tours

Check Numbe	Last Name	Acct 1	Amount	Description
175048	Hy-Vee - Accounts Receivable	101-43121-430-42110	27.92	Water for Patch Crew
	Hy-Vee - Accounts Receivable		176.93	
175000	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00514.06.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
0	Innovative Office Solutions LLC	240-46210-460-42010	53.70	Paper/Kleenex/Stamp Pad
0	Innovative Office Solutions LLC	101-42123-420-42010	18.00	Small Memo Books
0	Innovative Office Solutions LLC	602-49450-000-42010	1.31	Sharpies PWP
0	Innovative Office Solutions LLC	603-49500-000-42010	0.18	Sharpies PWP
0	Innovative Office Solutions LLC	101-43121-430-42010	12.56	Sharpies PWP
0	Innovative Office Solutions LLC	601-49430-000-42010	1.31	Sharpies PWP
0	Innovative Office Solutions LLC	101-42110-420-42110	5.58	Dishwand Refill
0	Innovative Office Solutions LLC	101-42124-420-42010	25.24	Tape
0	Innovative Office Solutions LLC	101-45500-450-42010	42.66	Book Tape
	Innovative Office Solutions LLC		160.54	
175049	Institute for Environmental Assessment	437-41940-410-45208	2,404.00	(2022-10) Demolition Inspections-55 Willow St
	Institute for Environmental Assessment		2,404.00	
0	Insty-Prints	101-42123-420-42030	65.50	Business Cards / V Ewquivel
	Insty-Prints		65.50	
0	Internal Revenue Service	101-00000-000-21701	42,708.94	PR Batch 00514.06.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	18,997.08	PR Batch 00514.06.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	18,997.08	PR Batch 00514.06.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,649.34	PR Batch 00514.06.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6,649.34	PR Batch 00514.06.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	196.07	PR Batch 00515.06.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	45.86	PR Batch 00515.06.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	387.80	PR Batch 00515.06.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	196.07	PR Batch 00515.06.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	45.86	PR Batch 00515.06.2022 Medicare Employer
	Internal Revenue Service		94,873.44	
175050	Jensen Dwight D	101-45200-450-42250	1,925.00	Trees

Check Numbe	Last Name	Acct 1	Amount	Description
	Jensen Dwight D		1,925.00	
175051	Kellis Patrick	601-00000-000-20200	157.53	Refund Check 020894-000, 321 1 St NW
	Kellis Patrick		157.53	
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,299.40	FA105-00451 2022 Council Meetings
0	Kennedy & Graven, Chartered	280-46310-461-43040	49.20	May HRA Meeting Legal Fees
0	Kennedy & Graven, Chartered	437-41940-410-45204	3,851.60	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	101-41610-410-43040	4,205.80	FA105-00450 County Public Safety Center Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	409.40	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	98.40	FA105-00458 Mac Hamilton Apartment Development Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	24.60	FA105-00363 Rivermont Estates Second Addition
0	Kennedy & Graven, Chartered	101-41610-410-43040	356.00	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	756.00	FA105-00466 Pawn Minnesota LLC vs Todd Nelson-230 Central Avenue
0	Kennedy & Graven, Chartered	290-46500-462-43040	147.00	Legal Fees - EDA Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	249.20	FA105-00452 2022 Planning Commission Meetings
0	Kennedy & Graven, Chartered	437-41940-410-45209	1,925.00	FA105-00462 Acquisition of 127 Willow St
0	Kennedy & Graven, Chartered	601-49430-000-43040	1,659.00	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-41610-410-43040	24.60	FA105-00269 District One Hospital/Allina Hospital Complex
0	Kennedy & Graven, Chartered	101-41610-410-43040	105.00	FA105-00438 2021 Walcott Township Annexation Matter
0	Kennedy & Graven, Chartered	101-42400-420-43130	252.00	FA105-00448 1811 7th Street NW
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,176.00	FA105-00356 Notice of Legal Claim:ACLU vs City of Faribault
0	Kennedy & Graven, Chartered	101-41610-410-43040	126.00	FA105-00437 2021 Warsaw Township Annexation Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	688.80	FA105-00464 T.V. Development Matter
0	Kennedy & Graven, Chartered	472-43121-430-45300	1,170.93	FA105-00460 Borchert Annexation Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	98.40	FA105-00461 Divine Mercy Project
0	Kennedy & Graven, Chartered	101-00000-000-22000	98.40	FA105-00457 Aleph Development Project at Willow & 17th
0	Kennedy & Graven, Chartered	101-41610-410-43040	73.50	FA105-00010 Employment Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	98.40	FA105-00459 Senior/Memory Housing Project-Redline
0	Kennedy & Graven, Chartered	101-00000-000-22000	24.60	FA105-00445 Farmer Seed & Nursery Redevelopment Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	71.20	FA105-00027 Code Enforcement Issues-General
0	Kennedy & Graven, Chartered	101-41610-410-43040	142.40	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	996.80	FA105-00063 Police Dept Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,872.60	FA105-00454 Kwik Trip 793
0	Kennedy & Graven, Chartered	101-41610-410-43040	378.00	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	241-46330-461-43040	2,656.80	Public Housing Declaration of Trust Legal Fees
0	Kennedy & Graven, Chartered	101-00000-000-11540	123.00	FA105-00100 TIF District (K-Mart Site)
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,428.20	FA105-00453 C&S Vending Matter
0	Kennedy & Graven, Chartered	601-49430-000-43040	1,176.00	FA105-00463 Water Meter Radio Replacement Project

Check Numbe	Last Name	Acct 1	Amount	Description
	Kennedy & Graven, Chartered		28,812.23	
0	Keystone Interpreting Solutions Inc	240-46210-460-43090	124.88	Interpreter for Environmental Commission
	Keystone Interpreting Solutions Inc		124.88	
175052	Klemensen Jon	101-45200-450-43090	2,303.83	Lawn Care
	Klemensen Jon		2,303.83	
0	Kline Distributing LLC	101-45125-450-42990	110.52	Mini Donuts for Resale At Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	745.36	Concessions Items for Resale at Aquatic Center
	Kline Distributing LLC		855.88	
175053	Knight Barry Title United LLC	101-43190-430-43090	250.00	Tract Search and Copies PID 18.32.3.75.012
	Knight Barry Title United LLC		250.00	
175054	Kuntze Bill	602-49450-000-44450	2,000.00	Sewer Backup Claim 1410 Central Ave
	Kuntze Bill		2,000.00	
175055	Kwik Case LLC	101-45500-450-42010	209.83	DVD Multi Cases
	Kwik Case LLC		209.83	
175056	Lamperts	241-46330-461-42110	27.96	900 A Spring Road Vulkem Caulk
175056	Lamperts	101-45200-450-42110	13.25	Lumber
175056	Lamperts	101-45200-450-42110	17.02	Trim Nails
175056	Lamperts	241-46330-461-42110	25.00	900 A Spring Road Garage Door Weatherstrip
175056	Lamperts	241-46330-461-42110	39.28	Garage Door Weatherstrip Foam/Drywall
	Lamperts		122.51	
175057	Larkin Jimmie	898-46310-000-44010	70.54	Monthly Monitoring Fire Alarm/Elevator/Occupant Emergency
	Larkin Jimmie		70.54	
175058	League of Minnesota Cities Ins Trust	704-41950-000-44450	2,325.00	Squad Struck Parked Trailer Claim 113001

Check Numbe	Last Name	Acct 1	Amount	Description
	League of Minnesota Cities Ins Trust		2,325.00	
175059	Legends Concrete, Inc	401-43121-430-44050	14,252.85	(2022-01) Pay Req. 1
	Legends Concrete, Inc		14,252.85	
175060	Liffengren Dennis Ray	602-49480-000-44040	90.00	Truck 1 Wheel Alignment
	Liffengren Dennis Ray		90.00	
175061	Lube-Tech ESI	601-49430-000-42130	392.78	Oil for Heavy Equipment-Stock
175061	Lube-Tech ESI	101-42123-420-42130	261.86	Oil for Heavy Equipment-Stock
175061	Lube-Tech ESI	101-43121-430-42130	1,047.42	Oil for Heavy Equipment-Stock
175061	Lube-Tech ESI	101-45200-450-42130	523.72	Oil for Heavy Equipment-Stock
175061	Lube-Tech ESI	602-49450-000-42130	392.78	Oil for Heavy Equipment-Stock
	Lube-Tech ESI		2,618.56	
175062	Lunar Tunes Music	101-45130-450-43131	600.00	Concert in the Park - 7/7/22
	Lunar Tunes Music		600.00	
0	MacQueen Equipment LLC	101-42220-420-44045	131.51	Recoupled Hose from Storage Bottle to Fill Station
	MacQueen Equipment LLC		131.51	
175002	Madison National Life Insurance Co Inc	101-00000-000-21711	1,614.05	PR Batch 00514.06.2022 Long Term Disability
175001	Madison National Life Insurance Co Inc	101-00000-000-21710	2,948.66	Life Insurance - July
175001	Madison National Life Insurance Co Inc	101-42220-420-41330	74.50	Part-Time Firefighters Life Insurance
175002	Madison National Life Insurance Co Inc	101-00000-000-21711	-16.50	Yasmeen Mesta LTD
175002	Madison National Life Insurance Co Inc	101-00000-000-21711	-28.04	Tony Kuchinka LTD
175002	Madison National Life Insurance Co Inc	101-00000-000-21711	-29.94	Hunter Morsching LTD
175002	Madison National Life Insurance Co Inc	101-00000-000-21711	11.05	V Esquival LTD
	Madison National Life Insurance Co Inc		4,573.78	
175063	Mankato Area Community Band	101-45130-450-43131	500.00	Concert in the Park - 6/30/22
	Mankato Area Community Band		500.00	
175064	Martin A Windows LLC	101-45200-450-43090	1,389.29	Landscaping Contract
175064	Martin A Windows LLC	101-43121-430-43090	1,389.28	Landscaping Downtown

Check Numbe	Last Name	Acct 1	Amount	Description
	Martin A Windows LLC		2,778.57	
175065	MCFOA	101-41320-410-43140	20.00	MCFOA Election Training
	MCFOA		20.00	
0	Met Con Construction Inc	101-00000-000-22000	1,000.00	Release of Escrow for 1106 Cuylle Court
	Met Con Construction Inc		1,000.00	
175066	Midwest Tape LLC	101-45500-450-42192	37.23	Audio/Visual
175066	Midwest Tape LLC	101-45500-450-42192	257.93	Audio/Visual
175066	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
	Midwest Tape LLC		318.40	
0	Minnesota Child Support Payment Center	101-00000-000-21716	431.84	PR Batch 00514.06.2022 Child Support
	Minnesota Child Support Payment Center		431.84	
175067	Minnesota Department of Labor & Industry	101-00000-420-36260	-36.44	Monthly Surcharge Retained
175067	Minnesota Department of Labor & Industry	101-00000-000-20820	1,822.03	Monthly Surcharge
	Minnesota Department of Labor & Industry		1,785.59	
0	Minnesota Department of Revenue	101-00000-000-21702	19,053.57	PR Batch 00514.06.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	150.39	PR Batch 00515.06.2022 State Income Tax
	Minnesota Department of Revenue		19,203.96	
175068	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement 7/1/22-7/31/22
	Minnesota Department of Transportation		5,125.00	
175069	Minnesota Pollution Control Agency	602-49480-000-44330	23.00	Schroht Wastewater Operator Certification Renewal
	Minnesota Pollution Control Agency		23.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	162.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	410.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing

Check Numbe	Last Name	Acct 1	Amount	Description
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	454.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	445.20	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	330.00	Biosolids Soil Sample
	Minnesota Valley Testing Labs Inc		2,395.60	
0	Mission Filtration LLC	602-49480-000-42210	203.52	Air Filters Rooftop
	Mission Filtration LLC		203.52	
0	Motor Parts & Equipment Corp	101-42220-420-42210	35.03	Fuel Filter #2155
0	Motor Parts & Equipment Corp	101-43121-430-42210	14.91	Anaerobic Sealant - Street #316
0	Motor Parts & Equipment Corp	101-43126-430-42110	21.52	Air Couplers - Shop
0	Motor Parts & Equipment Corp	101-43126-430-42110	13.84	Air Conditioning Valve Core/Sealing Washers - Shop
0	Motor Parts & Equipment Corp	101-45200-450-42210	3.01	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	6.02	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	2.26	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	1.51	Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	2.26	Oil Filters for Stock
	Motor Parts & Equipment Corp		100.36	
175070	Motorola Solutions Inc	101-42220-420-45400	277,447.82	New Radios for Water Meters
	Motorola Solutions Inc		277,447.82	
175071	Natvig Clay	602-49450-000-44450	2,000.00	Sewer Backup Claim 22nd Ave SW
	Natvig Clay		2,000.00	
175003	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00514.06.2022 PERA Life Insurance
	NCPERS Group Life Insur		208.00	
175072	Northwestern University	101-42123-420-43140	4,600.00	Staff & Command Training / B Gliem
	Northwestern University		4,600.00	
175073	Olson Joshua	601-00000-000-20200	12.37	Refund Check 021657-000, 613 4 Ave SW
	Olson Joshua		12.37	

Check Numbe	Last Name	Acct 1	Amount	Description
175074	Olympic Fire Protection Corporation	101-42210-420-44010	1,585.00	Fire Department 5-Year Sprinkler System Inspection
	Olympic Fire Protection Corporation		1,585.00	
0	On Target A & M Inc	601-49430-000-43090	179.61	Utility Bills - June
0	On Target A & M Inc	602-49480-000-43090	179.61	Utility Bills - June
0	On Target A & M Inc	603-49500-000-43090	179.61	Utility Bills - June
	On Target A & M Inc		538.83	
0	Orchard Trust Company	101-00000-000-21706	2,107.00	PR Batch 00514.06.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	8,551.88	PR Batch 00514.06.2022 MN Deferred Comp
	Orchard Trust Company		10,658.88	
175075	Overhead Hoist & Crane Specialists, Inc.	601-49430-000-43090	920.00	Crane Inspection WTP
175075	Overhead Hoist & Crane Specialists, Inc.	601-49430-000-43090	-920.00	Crane Inspection Water WTP
175075	Overhead Hoist & Crane Specialists, Inc.	601-49430-000-43090	460.00	Crane Inspection WTP
	Overhead Hoist & Crane Specialists, Inc.		460.00	
175076	Palmer Dennis & Ruth	601-00000-000-20200	21.91	Refund Check 023951-000, 1719 Crystal Ln
	Palmer Dennis & Ruth		21.91	
175077	Pelletier Mark & Candice	873-00000-000-20200	24.13	Refund Check 020693-000, 17350 Roberds Lake Ct
	Pelletier Mark & Candice		24.13	
0	Pepsi Cola of Mankato Inc	101-45125-450-42110	72.00	Water Filter
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	559.00	Concession Items for Resale at Aquatic Center
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	-63.29	Returned Pop Flavor Shipped by Mistake
	Pepsi Cola of Mankato Inc		567.71	
175078	Piller Properties LLC	601-00000-000-20200	24.29	Refund Check 019284-022, 516 3 St NE
	Piller Properties LLC		24.29	
0	Plunkett's Pest Control	101-45126-450-44010	56.16	WRC Pest Control
	Plunkett's Pest Control		56.16	

Check Numbe	Last Name	Acct 1	Amount	Description
175079	Port City Architectural	101-43160-430-44045	2,332.70	12 Globes for Downtown Light Fixtures
	Port City Architectural		2,332.70	
175080	Potters Industries LLC	101-43170-430-42240	1,936.00	Glass Beads for Painting on Streets
	Potters Industries LLC		1,936.00	
0	Public Employees Retirement Association	101-00000-000-21705	18,946.14	PR Batch 00514.06.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,370.34	PR Batch 00514.06.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	28,419.17	PR Batch 00514.06.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00514.06.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00514.06.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	20,042.72	PR Batch 00514.06.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	135.40	PR Batch 00515.06.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	156.23	PR Batch 00515.06.2022 PERA Coordinated
	Public Employees Retirement Association		85,511.46	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-42220-420-42210	614.17	Fuel Pump Assembly #2120
0	R C Bliss Inc	601-49430-000-42210	572.18	Replacement Mirror on Truck 24
	R C Bliss Inc		1,186.35	
175081	Rademacher Mathew	601-00000-000-20200	37.15	Refund Check 024247-000, 2115 Goldenray Dr
	Rademacher Mathew		37.15	
175082	Ramy Turf Products LLC	603-49500-000-42410	580.00	Seed Broadcaster
	Ramy Turf Products LLC		580.00	
0	Ronco Engineering Sales	101-45200-450-42210	99.60	Boom Mower Parts
	Ronco Engineering Sales		99.60	
175083	Sakatah Carvers LLC	101-45200-450-42110	691.08	Signs

Check Numbe	Last Name	Acct 1	Amount	Description
	Sakatah Carvers LLC		691.08	
0	Sanco Equipment LLC	101-45200-450-42210	199.28	Seal Kit
	Sanco Equipment LLC		199.28	
0	Sanity Solutions Inc	101-41580-410-43095	341.46	Azure Subscription
	Sanity Solutions Inc		341.46	
0	Schilling Supply Company	602-49480-000-42210	303.70	Air Filters Rooftop
	Schilling Supply Company		303.70	
175084	Sherwin Williams Company #3037	101-41320-410-42410	220.00	Painting Equipment
	Sherwin Williams Company #3037		220.00	
175085	Southeast Service Cooperative	101-41800-410-44330	300.00	Annual Membership Fee
	Southeast Service Cooperative		300.00	
175086	St Croix Recreation Co	101-45200-450-44050	3,801.60	Drinking Fountain
	St Croix Recreation Co		3,801.60	
175087	Star Sports & Apparel LLC	101-42220-420-42180	244.75	Firefighter T-Shirts
175087	Star Sports & Apparel LLC	240-46210-460-42180	318.00	Uniform Rembursement - Marty Smith
175087	Star Sports & Apparel LLC	101-41940-410-42180	140.25	Shirts
	Star Sports & Apparel LLC		703.00	
175088	Steele Waseca Coop Electric	225-49810-430-43810	46.83	41901-Airport
175088	Steele Waseca Coop Electric	225-49810-430-43810	7.89	1077021-Security Hangar 2
175088	Steele Waseca Coop Electric	225-49810-430-43810	574.50	23947-Airport 10
175088	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
175088	Steele Waseca Coop Electric	225-49810-430-43810	426.05	41875-Airport S Hangars
175088	Steele Waseca Coop Electric	602-49450-000-43810	134.18	30493-Lift Station
175088	Steele Waseca Coop Electric	101-43160-430-43810	48.13	32089-Highway 21 Lights
175088	Steele Waseca Coop Electric	602-49450-000-43810	79.81	1089247-Lift Station-15625 Acorn Trl
175088	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
175088	Steele Waseca Coop Electric	101-43160-430-43810	72.58	27205-Airtech Park

Check Numbe	Last Name	Acct 1	Amount	Description
175088	Steele Waseca Coop Electric	225-49810-430-43810	29.04	1017445-2011 T-Hangar
175088	Steele Waseca Coop Electric	902-00000-000-23935	1,782.26	Monthly Charges-May
175088	Steele Waseca Coop Electric	225-49810-430-43810	29.33	1018624-Hangar 910J
175088	Steele Waseca Coop Electric	225-49810-430-43810	42.96	32094-Airport
175088	Steele Waseca Coop Electric	225-49810-430-43810	167.10	1018611-Hangar 910K
175088	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
175088	Steele Waseca Coop Electric	902-00000-000-23935	-1,782.26	Monthly Charges-May
175088	Steele Waseca Coop Electric	225-49810-430-43810	45.80	20891-Airport New Hangar
	Steele Waseca Coop Electric		1,782.26	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	8,638.70	30th St NW-TH 3 RAB through 5/31/22
	Stonebrooke Engineering Inc.		8,638.70	
175089	Summit Orthopedics, LTD	101-42220-420-43090	600.00	Firefighter Physical
	Summit Orthopedics, LTD		600.00	
175090	Swank Motion Pictures Inc	101-45130-450-43131	465.00	Summer Enrichment Movies
	Swank Motion Pictures Inc		465.00	
175091	T. Nelson Properties	601-00000-000-20200	38.55	Refund Check 017470-090, 310 23 St NW Apt 1
	T. Nelson Properties		38.55	
175092	The Joseph Company, Inc.	601-49430-000-45200	53,627.50	Well House Rebuild Pay App 6
	The Joseph Company, Inc.		53,627.50	
175093	The Prophet Corporation	101-45140-450-42110	79.95	Washington Camp Supplies
	The Prophet Corporation		79.95	
175094	The UPS Store	602-49480-000-43090	48.06	Mail Mercury Testing
	The UPS Store		48.06	
175095	Thompson Tree Service	898-46310-000-44010	150.00	Trim Tree Community Room Patio
	Thompson Tree Service		150.00	

Check Numbe	Last Name	Acct 1	Amount	Description
175096	Thomson Reuters - West	101-42121-420-43090	433.44	CLEAR Database
	Thomson Reuters - West		433.44	
0	Tifco Industries Inc	101-43126-430-42110	408.89	Emory Cloth/Thread Locker/Extension Cord/Disinfectant
	Tifco Industries Inc		408.89	
175097	Timm's Trucking Inc	101-45200-450-42110	202.71	Black Dirt
	Timm's Trucking Inc		202.71	
175098	Trembley Todd B	101-42123-420-43130	97.95	Bike Supplies - Parts
	Trembley Todd B		97.95	
175099	Truck Center Companies East LLC	101-42220-420-42210	36.70	Belt #2155
	Truck Center Companies East LLC		36.70	
175100	Union Pacific Railroad Co	404-45200-450-45300	1,460.00	TeePee Tonka Trail Crossing
	Union Pacific Railroad Co		1,460.00	
0	Virg's Appliance Service Inc	241-46330-461-42110	146.90	830 SW 9th Ave Refrigerator Gasket & Shelf
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	830 SW 9th Ave Refrigerator Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1530 Western Ave Refrigerator Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	111.95	1530 Western Ave Refrigerator Gasket
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1319 7th Street Refrigerator Door Repair
	Virg's Appliance Service Inc		513.85	
175101	Wal-Mart	101-45140-450-42110	9.66	Fun Center Music
175101	Wal-Mart	101-45140-450-42110	113.68	Fun Center Camp Supplies
175101	Wal-Mart	101-45140-450-42110	28.00	Fun Center Camp Supplies
175101	Wal-Mart	101-45140-450-42110	57.38	Summer Ball Supplies
175101	Wal-Mart	101-42220-420-42110	14.96	Gatorade
175101	Wal-Mart	101-42210-420-42110	53.75	Paper Towels / Garbage Bags
175101	Wal-Mart	240-46210-460-43131	26.53	Candy for Heritage Days for Environmental Commission Booth
	Wal-Mart		303.96	
0	WSB & Associates Inc	603-49500-000-43030	21,914.45	2021 SWMP MS4 Project 4/1/22-4/30/22

Check Numbe	Last Name	Acct 1	Amount	Description
	WSB & Associates Inc		21,914.45	
175004	Xcel Energy	601-49430-000-43810	313.58	51-0012893015-3 812 8 Ave NW-WTP
175004	Xcel Energy	601-49430-000-43810	56.97	51-0013092616-3 812 8 Ave NW Bldg B-WTP
175004	Xcel Energy	225-49810-430-43830	42.17	51-0325546-7 Hangar 910B - City
175004	Xcel Energy	101-45200-450-43810	46.93	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
175004	Xcel Energy	101-43160-430-43810	143.28	51-0012776642-4 720 4 St NW Street Light Feed Point
175004	Xcel Energy	101-43160-430-43810	19,844.47	51-4930975-3 Street Lighting
175004	Xcel Energy	225-49810-430-43830	33.05	51-0325271-5 Hangar 910A - City
175004	Xcel Energy	225-49810-430-43830	34.18	51-0325544-5 Hangar 910G - Rental
175004	Xcel Energy	225-49810-430-43830	96.13	51-0013139038-3 3401 Hwy 21 W
175102	Xcel Energy	241-46330-461-43810	38.96	922 SW 1st Street Electric Parking Lot thru 6/6/22
175102	Xcel Energy	241-46330-461-43810	51.89	1526 Western Parking Lot Electric thru 6/5/22
175004	Xcel Energy	101-43160-430-43810	173.22	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
175004	Xcel Energy	101-43160-430-43810	41.68	51-0013749706-5 New Bridge Lights 2nd Ave Bridge
175004	Xcel Energy	602-49450-000-43810	47.20	51-0012509758-8 1321 Matteson St-Lift Station
175004	Xcel Energy	101-43160-430-43810	53.91	51-0012965373-9 1190 Hwy 60 W Street Light
175004	Xcel Energy	101-43160-430-43810	75.62	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
175004	Xcel Energy	101-43160-430-43810	64.13	51-0012926306-6 402 Central-Central Ave Signal Sys
175004	Xcel Energy	101-43160-430-43810	76.34	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
175004	Xcel Energy	101-43160-430-43810	128.71	51-0012943772-6 17 3rd St NE Unit St Light
175004	Xcel Energy	101-43160-430-43810	76.42	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
175102	Xcel Energy	898-46310-000-43810	369.48	Electric thru 06/09/2022
175102	Xcel Energy	898-46310-000-43830	538.56	Gas thru 06/09/2022
175004	Xcel Energy	902-00000-000-23935	-21,365.75	Electric Bill
175004	Xcel Energy	902-00000-000-23935	21,365.75	Electric Bill
175004	Xcel Energy	101-43160-430-43810	17.76	51-5358630-4 45 State Ave Lighting
175004	Xcel Energy	101-42500-420-43810	4.55	154013 1851 220 St E CD Siren
175004	Xcel Energy	101-45200-450-43810	43.70	303239611 Sr High Tennis Courts
175004	Xcel Energy	603-49500-000-43830	4.67	304051816 1200 Belview Trl
175004	Xcel Energy	902-00000-000-23935	61,157.42	Electricity Bill-May
175004	Xcel Energy	101-45200-450-43810	-6.41	303510224 Central Park Band Stand
175004	Xcel Energy	602-49450-000-43810	21.46	302412146 1901 7 St NW Lift Station
175004	Xcel Energy	101-43170-430-43810	-99.53	303691980 2219 Grant St Lift Station
175004	Xcel Energy	101-45127-450-43810	9.04	304160080 705 17th St SW
175004	Xcel Energy	602-49450-000-43810	32.41	303670994 1090 Cannon Circle Lift Station
175004	Xcel Energy	437-41940-410-43830	287.61	303440015 217 Mill Street - Garage
175004	Xcel Energy	101-45200-450-43810	50.06	303683055 100 Tee Pee Tonka Park
175004	Xcel Energy	101-41940-410-43830	325.44	303640982 208 1 Ave NW City Hall
175004	Xcel Energy	101-42500-420-43810	4.55	178539 2613A Hulett Court
175004	Xcel Energy	101-43160-430-43810	28.16	304116512 1000 Lyndale Ave S
175004	Xcel Energy	101-45500-450-43810	280.80	302342287 11 Division St E

Check Numbe	Last Name	Acct 1	Amount	Description
175004	Xcel Energy	101-42110-420-43810	5,410.31	303688424 25 4th St NW
175004	Xcel Energy	101-45200-450-43810	35.35	303920032 540 2nd Ave NW
175004	Xcel Energy	101-42500-420-43810	38.95	304214955 930 4th Ave NW Siren
175004	Xcel Energy	101-42110-420-43830	1,470.11	303688424 25 4th St NW
175004	Xcel Energy	101-45200-450-43830	30.77	304017445 900 Lyndale Ave N
175004	Xcel Energy	101-45126-450-43810	-136.59	303373970 117 Shumway Load Profile
175004	Xcel Energy	101-45122-450-43810	1,336.79	302825421 19 Division St W
175004	Xcel Energy	101-43170-430-43810	-72.34	303453265 1500 7 St NW Signal Light
175004	Xcel Energy	437-41940-410-43810	233.01	302678011 217 Mill St
175004	Xcel Energy	601-49430-000-43810	-134.20	304051816 1200 Belview Trl
175004	Xcel Energy	101-43170-430-43810	204.42	303396625 27 Division St E Signal Light
175004	Xcel Energy	101-45200-450-43810	26.80	302321102 1000 7 Ave SW-S Alex Sec
175004	Xcel Energy	101-43121-430-43830	315.49	304051816 1200 Belview Trl
175004	Xcel Energy	101-42110-420-43830	133.97	303877775 11 20th St NW Evidence Garage
175004	Xcel Energy	101-43170-430-43810	-68.14	302525247 4050 Hwy 60 W
175004	Xcel Energy	101-45200-450-43810	26.89	304850239 TeePee Tonka Park Tunnel
175004	Xcel Energy	101-45122-450-43810	4,724.49	303273787 15 Central Ave Load Profile
175004	Xcel Energy	101-43160-430-43810	35.54	304087990 510 2 Ave NW Carnival
175004	Xcel Energy	602-49450-000-43810	44.41	302346525 3030 Hwy 60 W Lift Station
175004	Xcel Energy	101-45126-450-43810	18.56	171746 117 Shumway Lighting
175004	Xcel Energy	602-49450-000-43810	45.88	302976387 1301 Willow St Lift Station
175004	Xcel Energy	101-42500-420-43810	47.58	303930334 Fairgrounds/300 Western
175004	Xcel Energy	101-43121-430-43810	-1,289.50	304051816 1200 Belview Trl
175004	Xcel Energy	603-49500-000-43810	-19.08	304051816 1200 Belview Trl
175004	Xcel Energy	101-45200-450-43810	35.54	303659432 618 9 Ave SW Sledding Hill
175004	Xcel Energy	101-42210-420-43830	848.38	302350193 122 2 St NW Fire Hall
175004	Xcel Energy	101-45125-450-43820	2,607.71	303727721 1830 2 Ave NW Aquatic Center
175004	Xcel Energy	101-43170-430-43810	89.22	303446090 1418 Divsion St W Signal Light
175004	Xcel Energy	101-45200-450-43810	-184.83	304017445 900 Lyndale Ave N
175004	Xcel Energy	602-49450-000-43830	32.83	304051816 1200 Belview Trl
175004	Xcel Energy	601-49430-000-43810	6,597.31	303929972 1904 Fairground Dr
175004	Xcel Energy	101-43160-430-43810	16.30	304116510 1904 Grant St NW
175004	Xcel Energy	101-42500-420-43810	4.55	167157 1203 Parshall St
175004	Xcel Energy	101-41940-410-43810	1,970.44	303683323 208 1 Ave NW
175004	Xcel Energy	101-45126-450-43830	160.69	302971175 117 Shumway Washington Center
175004	Xcel Energy	101-45500-450-43830	1,227.25	302342287 11 Division St E 70%
175004	Xcel Energy	601-49430-000-43830	67.25	302971552 824 7th St NW Water Works
175004	Xcel Energy	101-42500-420-43810	9.47	146104 920 9 Ave SW CD Siren
175004	Xcel Energy	101-45126-450-43810	45.82	302492805 117 Shumway-Washington Center
175004	Xcel Energy	101-43160-430-43810	-432.60	302767481 210 3 St NE St Light HP
175004	Xcel Energy	101-43160-430-43810	-59.92	303661815 495 Heritage Pl
175004	Xcel Energy	101-43170-430-43810	130.35	302531059 103 3 St NE Signal Light
175004	Xcel Energy	601-49430-000-43810	789.98	302814303 1217 Parshall Reservoir #2

Check Numbe	Last Name	Acct 1	Amount	Description
175004	Xcel Energy	101-45200-450-43830	34.30	302627100 Jefferson Warming House
175004	Xcel Energy	602-49450-000-43810	-134.20	304051816 1200 Belview Trl
175004	Xcel Energy	101-42500-420-43810	9.47	164184 930 4th CD Siren
175004	Xcel Energy	101-45200-450-43810	51.02	302165394 415 2nd Ave SW Wapacuta Pk
175004	Xcel Energy	101-45200-450-43810	-23.47	302261595 920 9 Ave SW
175004	Xcel Energy	602-49480-000-43810	-1,035.61	Non-Recurring Charges/Credit
175004	Xcel Energy	101-43170-430-43810	28.36	304131503 2200 30th St NW
175004	Xcel Energy	101-45500-450-43810	19.90	302342287 11 Division St E Security
175004	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
175004	Xcel Energy	602-49450-000-43810	27.94	303203605 319 Lind St Lift Station
175004	Xcel Energy	101-42110-420-43810	128.24	303877775 11 20th St NW Evidence Garage
175004	Xcel Energy	101-43160-430-43810	35.54	303328788 1600 30 St NW
175004	Xcel Energy	602-49450-000-43810	17.27	302794134 98 3 Ave NW Viaduct Lift Stati
175004	Xcel Energy	101-45125-450-43810	1,990.02	303727721 1830 2 Ave NW Aquatic Center
175004	Xcel Energy	602-49480-000-43810	13,618.46	304239286 214 14th St NE
175004	Xcel Energy	101-45122-450-43830	525.97	302342287 Boiler Heat Line 30%
175004	Xcel Energy	902-00000-000-23935	-61,157.42	Electricity Bill-May
175004	Xcel Energy	601-49430-000-43830	32.83	304051816 1200 Belview Trl
175004	Xcel Energy	602-49480-000-43810	35.54	302940983 502 3rd Ave NW
175004	Xcel Energy	101-43160-430-43810	-139.64	304157645 3305 Highway 60
175004	Xcel Energy	602-49450-000-43810	20.69	303333605 410 Frink Ave Lift Station
175004	Xcel Energy	101-45122-450-43830	617.73	303402179 16 Central Ave
175004	Xcel Energy	101-45200-450-43810	2,223.35	302576466 1815 Alexander Dr
175004	Xcel Energy	437-41940-410-43810	30.69	302880124 217 Mill St - Diesel Plt
175004	Xcel Energy	101-45200-450-43810	18.42	303683055 100 TP Tonka Security
175004	Xcel Energy	101-45122-450-43810	34.47	154794 16 Central Ave
175004	Xcel Energy	437-41940-410-43810	205.57	303440015 217 Mill Street - Garage
175004	Xcel Energy	601-49430-000-43810	8,592.11	303329691 824 7 St NW Pump Water
175004	Xcel Energy	101-43170-430-43810	9.47	156258 117 Shumway CD Siren
175004	Xcel Energy	601-49430-000-43810	4,666.93	302969048 350 Alexander Park Well #6
175004	Xcel Energy	602-49480-000-43830	1,793.75	302858086 214 14 St NE
175004	Xcel Energy	101-43160-430-43810	-100.53	304157632 1602 2nd Ave NW
175004	Xcel Energy	602-49450-000-43810	0.03	302772185 1150 Willow Lift Station
175004	Xcel Energy	602-49450-000-43830	-3.33	302458578 828 8 Ave NW Park Shop
175004	Xcel Energy	101-45200-450-43810	25.87	175957 500 Maple Lawn Cartway
175004	Xcel Energy	101-42210-420-43810	348.06	302527702 122 2 St NW-Fire Hall
175004	Xcel Energy	101-43160-430-43810	21.99	304116511 800 Lyndale Ave S
	Xcel Energy		83,522.06	
175103	Yule Willis	603-00000-000-20200	14.05	Refund Check 017414-000, 2913 2 Ave NW

Check Numbe	Last Name	Acct 1	Amount	Description
	Yule Willis		14.05	
			1,339,383.12	

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-134 Appoint Primary and General Election Judges

Background:

Minnesota Statute 204B.21 requires that Election Judges for precincts in a municipality be appointed by the governing body of the municipality. The Statute also permits the appointment of Election Judges on an emergency basis by the Rice County Auditor/Treasurer or the Faribault City Clerk.

The attached list of eligible voters, listed in Exhibit A, have requested appointment as Election Judges for the Primary and General Elections to be held in 2022.

Recommendation:

Approve Resolution 2022-134 Appoint Primary and General Election Judges

Attachments:

1. Resolution 2022-134 Appoint Primary and General Election Judges

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-134

APPOINT ELECTION JUDGES FOR THE 2020 ELECTIONS

WHEREAS, Minnesota Statute 204B.21 requires that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minnesota Statute 204B.21 permits the appointment of judges of election on an emergency basis by the Rice County Auditor/Treasurer or the City of Faribault City Clerk; and

WHEREAS, the Rice County Auditor/Treasurer has designated the City Clerk of the City of Faribault, Minnesota, as the responsible authority for the conduct of the 2022 Primary and General Elections in the City of Faribault, Minnesota.

NOW, THEREFORE BE IT RESOLVED, that the attached list of eligible voters, listed in Exhibit A, are hereby appointed election judges for the Primary and General Elections held in 2022.

ALSO, BE IT RESOLVED, that the City Clerk is hereby authorized and directed to determine the number of judges in each precinct and to fill vacancies in the event that any of the aforesaid appointed judges cannot fulfill their responsibilities as required by law.

Date Adopted: June 28, 2022

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Exhibit A

Judy Becker
Roger Steinkamp
Marlene Gustafson
Rene Perrance
Natalia Mendoza-Orr
Sharon Eichhorn
Doug Madow
Pat Rice
Peggy Gardner
Christine (Tina) Madson
Michael Provancha
Linda Mueller
Robert Gustafson
John Mattson
Kathyrn (Kay) Crowthers
Julian Oja
Karen Ginter
Ken Hubert
Connie Jensen
Shelby Louk
Kari Ripley-Boysen
Melissa Horejsi
Debra McDonald
Edie Mattson
Pat Ernste
Irene Paquette
Charlene Wetzel
Linda Hunt-Chamberlain
Barbara Mrosko
Richard Hallagner
Michael Sandberg
Brennan Degrood
Carol Beranek
Marion Appelgren
Doug Knutson
Mary Ann Thompson
Mary Lou Lockwood
Mark Kenney
Laurie Quinlan
Kymn Harpel Anderson
Lynda Boudreau
Jayne Spooner
Sharon Sathre
Daniel Hargarten
Tom Waarvik
Sara Caron
Brett Underdahl
John Culhane
Beverly Caron-Wagner
Helen Munger
Todd Voge
Cindy Brough
Cleo Boll
Mark Howells
David Blais
Debra Voorhies
Anna Cook
Jon DeRider
Julie Hoisington
Ricky Stadler
Charleen Anderson
JoDeane Purdie
Randy Twiehoff
Ann Sanders
Grant Sanders
Karen Ginter
Ann Vohs
Karl Vohs
John Titus
Kathleen Knutson
Cari Odegaard
Kris Nyyhus
Tabbetha LaPanta
Jeffery LaPanta
Tina Stadler
Shirley Slettedahl
Eleanor Wilder
Paul Wilder

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-135 Approve Massage Therapist License

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Background:

City Staff received an application for a Message Therapist License from Tara Gulbertson. The required background investigation has been successfully completed by the Faribaullt Police Department.

Recommendation:

Approve Resolution 2022-135 Approve Massage Therapist License

Attachments:

1. Resolution 2022-135 Approve Massage Therapist License

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-135

APPROVE MASSAGE THERAPIST LICENSE

WHEREAS, Tara Gulbertson has presented an application to the City of Faribault for a Massage Therapist License; and

WHEREAS, the above named has paid the proper fees and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigation;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicant be granted a Massage Therapist license with the City of Faribault for the term of June 29, 2022 to January 31, 2023.

Date Adopted: June 28, 2022

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Hangar Rental Agreements

Background:

The City has received a renewal for a Hangar Rental Agreement from Paul & Ann Gates of Faribault, MN. The Gates have rented a hangar at the Airport since 2002. The lease term expires on Dec. 31, 2023.

The City has also received a new Hangar Rental Agreement from Ben Redman of Faribault MN due to a recent vacancy. The lease term expires on December 31, 2023.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreements.

Attachments:

1. Gates Hangar Rental Agreement
2. Redman Hangar Rental Agreement

HANGAR RENTAL AGREEMENT

In consideration of the provisions of this agreement, the City grants to the occupant, and the occupant accepts and takes the right to occupy and use a hangar space located at the Faribault Municipal Airport for aircraft storage. The right to occupy and use hangar space is subject to the terms and conditions of the provisions in this agreement.

This hangar rental agreement is made on: May 1, 2022

by and between the City of Faribault, a municipal corporation (the "City") and the occupant set forth in Section 1 of this agreement (the "Occupant");

SECTION 1 – OCCUPANT

1.1 Occupant Name: Paul & Ann Gates

Occupant Address: 3672 120th Court West

Faribault, MN 55021

Phone: _____

E-Mail (optional): _____

Aircraft Registration No. _____

Referred to as the "Occupant" in this document.

1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.

1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

2.1 Hangar. This agreement is for Hangar # 445, in Building #4 as identified on the map maintained by the City of Faribault Public Works Department.

2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.

2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.

2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

The city, or its agent, will provide snow removal services to the area of the leased hangar and taxi-ways as close to the leased hangar entrance as possible, but the occupant will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.

2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2023. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.

3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.

3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.

3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.

3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying

with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.

4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.

4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.

4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).

5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.

5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.

5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

The occupant shall obtain and keep current a liability insurance policy in at least the sum of $1,500,000 (aggregate, $500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure

on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The occupant shall meet, and provide upon request verification of, all licensure requirements of the City of Faribault, State of Minnesota and/or the United States Government to legally comply with this agreement.

6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.

6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.

6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.

6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.

6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1)

the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

Occupant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with occupant.

b. Waiver

The waiver by City or occupant of any breach of any term of this agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this agreement.

c. Headings

The headings in this agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

d. Entire Agreement; Amendments

This agreement represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This agreement may only be amended or modified if done in writing and executed by all parties to this agreement.

e. Severability

If any part of this agreement shall be held invalid, it shall not affect the validity of the remaining parts of this agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this agreement.

f. Choice of Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this agreement shall be heard in the state or federal courts of Minnesota, and all parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

City shall use reasonable care to treat matters pertaining to occupant in a confidential manner to the extent permitted by law. This agreement, and the information related to it, are subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

h. Commitments to Federal and State Agencies

Nothing in this agreement shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

i. Successors

This agreement shall extend to bring the legal representatives, successors and assigns of the parties to this agreement.

j. Relationship of Parties

Nothing contained in this agreement shall be deemed to create a partnership, association or joint venture between City and occupant, or to create any other relationship between the parties other than that of landlord and occupant.

k. Multiple Parties

If more than one person or entity is named as the occupant, the obligations of the occupant shall be the joint and several responsibilities of all persons or entities named as occupant.

l. Consent and Approvals

Whenever in this agreement the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Faribault City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

Any notice required under this agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City: City of Faribault
Department of Public Works
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: Paul & Ann Gates
3672 120th Court West
Faribault, MN 55021

Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

This agreement takes effect when it has been approved by the City Council of the City of Faribault or City Council's designated officer, is signed by occupant, and is accompanied by payment of one month's charges and other information, as provided in the agreement.

The term of this agreement begins on the date indicated: May 1, 2022

CITY OF FARIBAULT:

Dated: _____ By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: 14 Jun 22 By: _____
Occupant

SJR-227695v3
FA105-24

HANGAR RENTAL AGREEMENT

In consideration of the provisions of this agreement, the City grants to the occupant, and the occupant accepts and takes the right to occupy and use a hangar space located at the Faribault Municipal Airport for aircraft storage. The right to occupy and use hangar space is subject to the terms and conditions of the provisions in this agreement.

This hangar rental agreement is made on: July 1, 2022

by and between the City of Faribault, a municipal corporation (the "City") and the occupant set forth in Section 1 of this agreement (the "Occupant");

SECTION 1 – OCCUPANT

1.1 Occupant Name: Benjamin Redman DBA: RARE Aircraft Ltd.

Occupant Address: 3401 Hwy 21 West
Faribault, MN 55021

Phone: 507-331-8446

E-Mail (optional) bene rareaircraft.com

Aircraft Registration No. N3866A

Referred to as the "Occupant" in this document.

1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.

1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

2.1 Hangar. This agreement is for Hangar # 828, in Building # 5 as identified on the map maintained by the City of Faribault Public Works Department.

2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.

2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.

2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

The city, or its agent, will provide snow removal services to the area of the leased hangar and taxi-ways as close to the leased hangar entrance as possible, but the occupant will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.

2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, _____. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.

3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.

3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.

3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.

3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.

4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.

4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.

4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).

5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or

any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.

5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.

5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or

assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

The occupant shall obtain and keep current a liability insurance policy in at least the sum of $1,500,000 (aggregate, $500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The occupant shall meet, and provide upon request verification of, all licensure requirements of the City of Faribault, State of Minnesota and/or the United States Government to legally comply with this agreement.

6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.

6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.

6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.

6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.

6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

Occupant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with occupant.

b. Waiver

The waiver by City or occupant of any breach of any term of this agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this agreement.

c. Headings

The headings in this agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

d. Entire Agreement; Amendments

This agreement represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This agreement may only be amended or modified if done in writing and executed by all parties to this agreement.

e. Severability

If any part of this agreement shall be held invalid, it shall not affect the validity of the remaining parts of this agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this agreement.

f. Choice of Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this agreement shall be heard in the state or federal courts of Minnesota, and all parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

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City shall use reasonable care to treat matters pertaining to occupant in a confidential manner to the extent permitted by law. This agreement, and the information related to it, are subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

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Nothing in this agreement shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

i. Successors

This agreement shall extend to bring the legal representatives, successors and assigns of the parties to this agreement.

j. Relationship of Parties

Nothing contained in this agreement shall be deemed to create a partnership, association or joint venture between City and occupant, or to create any other relationship between the parties other than that of landlord and occupant.

k. Multiple Parties

If more than one person or entity is named as the occupant, the obligations of the occupant shall be the joint and several responsibilities of all persons or entities named as occupant.

l. Consent and Approvals

Whenever in this agreement the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Faribault City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

Any notice required under this agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City: City of Faribault
Department of Public Works
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: RARE Aircraft Sales
13901 Hwy 21 West
Faribault MN 55021

Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

This agreement takes effect when it has been approved by the City Council of the City of Faribault or City Council's designated officer, is signed by occupant, and is accompanied by payment of one month's charges and other information, as provided in the agreement.

The term of this agreement begins on the date indicated: _____

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek
Mayor

Attest: _____
Timothy C. Murray
City Administrator

OCCUPANT:

Dated: 5-7-2022

By: _____
Occupant

SJR-227695v3
FA105-24

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-140 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Redevelopment Grant Contract for the Farmer Seed Redevelopment Project

Background:

Working in conjunction with KK&G Properties, the City applied for a DEED Redevelopment Grant to assist with the costs of redeveloping the Farmer Seed site. The project was awarded a $611,455 grant. The grant is for asbestos/lead abatement and hazardous material removal, demolition, and geotechnical soil corrections. KK&G is responsible for all of the costs associated with the redevelopment of the site. In working with DEED, it has been determined that the best mechanism to support this model for redevelopment is to enter into a sub-grantee agreement that transfers the responsibilities of the grant to the developer.

The developer, through this agreement, is responsible for ensuring that all provisions of the Grant Contract are followed, and for ensuring that all contractors comply with applicable state and federal laws (including OSHA regulations). KK&G will submit invoices for payment with all supporting documentation to the City, and Staff will review and submit to DEED for payment. These payments will then be distributed to KK&G - up to the amount eligible through the grant. KK&G will also be responsible for working with Staff on annual reporting on the use of the funds and on the progress of the project per the terms of the grant.

Similar agreements have been used for other projects to transfer the grant responsibilities to the developer, allowing the City to serve as a "pass-thru" for accessing the funds. Another sub-grantee agreement will come forward at a future meeting for consideration, related to the cleanup grant which has also been applied for to support the overall redevelopment of this property.

Recommendation:

Approve Resolution 2022-140 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Redevelopment Grant Contract for the Farmer Seed Redevelopment Project

Attachments:

1. Resolution 2022-140 Authorizing Subgrantee Agreement with KKG Properties LLC

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-140

AUTHORIZING EXECUTION OF A SUB-GRANTEE AGREEMENT WITH KK&G PROPERTIES LLC RELATED TO THE DEED REDEVELOPMENT GRANT CONTRACT FOR THE FARMER SEED REDEVELOPMENT PROJECT

WHEREAS, the City of Faribault, a Minnesota municipal corporation (the "City"), and KK&G Properties LLC, a limited liability company ("Developer") worked in conjunction to submit a successful DEED Redevelopment Grant application for the Farmer Seed and Nursery Redevelopment Site legally described as Lot 1 Block 9 of MCCLELLANDS ADD L1 & L2 & L3 & L4 & L7 & L8 & L9 & L10 & THOSE PARTS L5 & L6 BEG SW COR E40FT L7 TH S89D17'01"W ALG SLY L1 B9 34.63FT TH N04D30'21"W 330.30FT TAP N L1 B9 TH N89D15'22"E ALG N L1 59.67FT TO NW COR E40FT L4 TH S0D09'30"E ALG W L1 E40FT LOTS 4 & 7 329.63FT TO POB (the "Property'); and

WHEREAS, the Sub-Grantee Agreement (Attachment A) articulates the responsibilities of the parties related to the terms and requirements of the Grant Contract – Grant No: RDGP-22-0007-o-FY22; and

WHEREAS, The Sub-Grantee Agreement assigns the grant, and grant funds in the amount of $611,455 for the redevelopment costs as identified in the Grant Contract.

NOW, THEREFORE BE IT RESOLVED, that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

ALSO, BE IT RESOLVED, that the Sub-Grantee Agreement is approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Sub-Grantee Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Sub-Grantee Agreement.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents and additional agreements, including but not limited to the Sub-Grantee Agreement, to effectuate and implement the approvals contemplated by this Resolution.

ALSO, BE IT RESOLVED, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: June 28, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

ATTACHMENT A

REDEVELOPMENT GRANT SUB-GRANT AGREEMENT

This Redevelopment Grant Sub-Grant Agreement ("Contract") is entered into on this ____ day of _____, 2022, by and between the **CITY OF FARIBAULT**, a Minnesota municipal corporation ("Sub-Grantor") and **KK&G PROPERTIES LLC**, a Minnesota limited liability company ("Sub-Grantee").

RECITALS

WHEREAS, the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division ("Grantor") and the Sub-Grantor have entered into that certain Redevelopment Grant Contract, Grant No. RDGP-22-007-o-FY22 ("Grant Contract") in connection with the Farmer Seed and Nursery Redevelopment Site ("Project"); and

WHEREAS, the Sub-Grantee is the fee owner of real property in Faribault, Minnesota, legally described as follows: Lot 1 Block 9 of MCCLELLANDS ADD L1 & L2 & L3 & L4 & L7 & L8 & L9 & L10 & THOSE PARTS L5 & L6 BEG SW COR E40FT L7 TH S89D17'01"W ALG SLY L1 B9 34.63FT TH N04D30'21"W 330.30FT TAP N L1 B9 TH N89D15'22"E ALG N L1 59.67FT TO NW COR E40FT L4 TH S0D09'30"E ALG W L1 E40FT LOTS 4 & 7 329.63FT TO POB, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota ("Project Location"); and

WHEREAS, the Sub-Grantor worked in conjunction with the Sub-Grantee to prepare and submit a successful grant application for the Project; and

WHEREAS, the Sub-Grantor and Sub-Grantee are entering into this Contract to fund part of the cost of redevelopment work of the Project ("Redevelopment Costs").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

1. SATISFACTION OF GRANT CONTRACT. Sub-Grantee agrees to be bound by and to comply with the terms and requirements of the Grant Contract. Sub-Grantee also agrees to be responsible for any penalties due by reason of Sub-Grantee's failure to comply with the Grant Contract. The Grant Contract is incorporated herein by reference. If there are any inconsistencies or conflicts between this Contract and the Grant Contract, the terms of the Grant Contract shall control.

2. ASSIGNMENT OF GRANT. To the fullest extent Sub-Grantor receives funds from the Grantor, the Sub-Grantor hereby grants to the Sub-Grantee the amount of SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED FIFTY-FIVE and 00/100 Dollars ($611,455.00) for Redevelopment Costs as identified in the Grant Contract, or such lesser amount that Sub-Grantor actually receives from Grantor.

3. PAYMENT. The Sub-Grantor will disburse Grant Contract funds in response to one or more written payment requests submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor's authorized agent. Sub-Grantor's obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Sub-Grantor. Payment request and other reporting forms will be provided to the Sub-Grantee by the Sub-Grantor. The Sub-Grantor will disburse grant funds on a reimbursement or "cost incurred" basis and such disbursements shall be limited to the amounts actually received by Sub-Grantor from Grantor. The Sub-Grantee must provide with its written payment requests documentation that shows the progress of the grant-funded Project activities. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Contract, the Sub-Grantor will disburse a requested amount to the Sub-Grantee within sixty (60) days after receipt of funds from the Grantor.

4. REPORTING. The Sub-Grantee will submit information and updates required by the Grant Contract at least fourteen (14) days prior to the required submission date. The Sub-Grantor will review these materials and submit to the Grantor.

5. MISCELLANEOUS.

a. **Authorized Representatives**.

The Sub-Grantor's Authorized Representative is:

Deanna Kuennen
Community and Economic Development Director
City of Faribault
208 1st Avenue Northwest
Faribault, MN 55021
507-333-0376
dkuennen@ci.faribault.mn.us

The Sub-Grantee's Authorized Representative is:

Nicole El-Sawaf, President
2105 Winnetka Avenue North
Golden Valley, MN 55427
nicole@midwestindoorstorage.com

b. **Assignment**. Sub-Grantee may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the Sub-Grantor and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this Contract, or their successors in office. Sub-Grantor shall have sole

discretion to determine whether further assignments of these rights complies with the Grant Contract.

c. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Contract, that failure does not result in a waiver of the right to enforce the same or another provision of the Contract in the future.

e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any third-party claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Contract by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Contract.

f. **Records and State Audits.** Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Contract and this Contract. Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Contract.

g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

h. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Rice County, Minnesota.

i. **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this Contract if it does not obtain funding from the Grantor, or if Grantor otherwise notifies Sub-Grantor that the Grant Contract has been terminated. Notice of such termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor

is not obligated to pay for any costs incurred after notice and effective date of termination. However, Sub-Grantee will be entitled to payment for all eligible costs to the extent that funds are available.

[*Signature Pages Follow***]**

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of June, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

KK&G PROPERTIES LLC

By:

_____

Nicole El-Sawaf, President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2022, by Nicole El-Sawaf, President of KK&G Properties LLC, a Minnesota limited liability company, on behalf of the company.

_____

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-139 Approve Hiring of Building Permit Technician

Background:

Due to a withdrawal, there is a need to fill the Building Permit Technician position with the City of Faribault. The position was posted from March 29, 2022 to April 18, 2022.

Four applications were received for the position, and all applicants were interviewed. The panel consisted of John Rued, Building Official, Deanna Kuennen, Community and Economic Development Director, and Kevin Bushard, Human Resources Manager. From those interviews, the panel selected Megan Aldorfer as the applicant for recommendation to hire.

Resolution 2022-139 approves the hiring of Megan Aldorfer as the Building Permit Technician. This is a union position, within Local 70, with a pay Grade H Step 1. A tentative hire date has been set for July 11, 2022.

Recommendation:

Approve Resolution 2022-139, approving the hiring of Megan Aldorfer as Building Permit Technician

Attachments:

1. 2022-139 - Approve Hiring of Building Permit Technician

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-139

APPROVE HIRING OF BUILDING PERMIT TECHNICIAN

WHEREAS, the City of Faribault (the "City") presently has a vacant Building Permit Technician position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Building Permit Technician position with the City; and

WHEREAS, the City Council desires to fill the vacant Building Permit Technician position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Megan Aldorfer shall be extended an offer of employment to fill the vacant Building Permit Technician position.

Date Adopted: June 28, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Personnel Policy Updates and New Policies

Background:

At the City Council retreat on April 19, 2022 and the June 21, 2022 work session, there was discussion on various recruitment and retention strategies for the City of Faribault. From those meetings, staff has come up with several new and updated policies to aid in the recruitment and retention of employees. These items range from a new policy on recruitment, a new employee recognition reward program and policy, a flexible work arrangement policy, an early retirement incentive program, as well as some personnel policy updates.

Recommendation:

Approve new personnel polices and updates for the City of Faribault.

Attachments:

1. Recruitment and Selection Policy 6-28-2022
2. Personnel Policy Updates 6-28-2022
3. Early Retirement Incentive Program 6-28-2022
4. Recognition Award Program 6-28-2022
5. Flexible Work Arrangement Policy 06-28-2022
6. Flexible Work Arrangement Proposal Form 06-28-2022

Recruitment and Selection Policy

1. Introduction and Purpose of Policy

1.1 The purpose of this policy is to promote and maintain fair and effective recruitment and selection procedures across the City of Faribault and to ensure consistency in their application. The policy takes cognizance of the governance arrangements of the City of Faribault as well as the need to ensure the approach enables delivery of the Strategic Priorities of the City of Faribault.

1.2 Recruiting the most talented individuals is essential to the ongoing success of the City of Faribault. Whilst the principal recruitment task is to get the right person for the right job, selecting individuals who will contribute to an inclusive and stimulating City of Faribault community is of equal importance. The City of Faribault achieves this through transparent, equitable and non-discriminatory policies and procedures, which enable the fair treatment of applicants as well as demonstrating a broader commitment to the principles of equality and diversity.

1.3 The City of Faribault's full equality and diversity statement is as follows:

In order to uphold our commitment to equality of respect and opportunity, we will treat all people with equal dignity and respect and ensure that no person will be treated less favorably because of her/his role at the City of Faribault, age, disability, gender (including gender reassignment), race or ethnicity, religion or belief, sexual orientation or social and economic background.

1.4 It is essential that recruiting managers involved in the recruitment and selection of staff make themselves aware of both this policy and the relevant supporting guidance.

1.5 Equally, it is essential that recruiting managers ensure that any recruitment agencies or external experts involved in supporting the recruitment and selection of staff are also made aware of both this policy and the supporting guidance.

2. Policy Principles

2.1 Recruitment at the City of Faribault will be fair, transparent and subject to open competition, whether internal or external, with the consistent aim of identifying and appointing the best candidate for a role on the grounds of merit.

2.2 The City of Faribault is committed to delivering the recruitment and selection of staff in a professional, timely and responsive manner. All recruitment should be undertaken through the City of Faribault's online recruiting system: NEOGOV.

2.3 Selection decisions should be explicitly based upon facts, though the facts required may differ according to the type of role. Applications, resumes, covering letters, interviews and references are routine.

2.4 All City of Faribault recruitment should satisfy strong principles of equality and diversity in accordance with the Equality Act 2010. In particular, individual recruiting managers should be

vigilant in monitoring their own recruitment campaigns for unconscious bias and discriminatory practices. The Human Resources Division will ensure that policies and practices are monitored and updated as required to promote equality, diversity and inclusion within the workplace.

2.5 Where applicants with disabilities require adjustments to the recruitment and selection process, the City of Faribault will endeavor to pro-actively remove any barriers that it reasonably can in order to enable full participation in the process.

2.6 The City of Faribault is part of the “two ticks” employer scheme and commits to interview all disabled candidates who meet the essential criteria for a job vacancy and to consider them on merit.

2.7 Where appropriate, relevant safeguarding procedures will be followed, including appropriate disclosure and recruitment policy checks.

2.8 The Human Resources Division will ensure all recruitment practices support the selected individual having the right to work in the US, in accordance with the prevailing statutory immigration requirements.

2.9 If a member of staff involved in the recruitment process has a close personal or familial relationship with an applicant they must declare this as soon as they are aware of the individual’s application and avoid any involvement in the recruitment and selection decision-making process.

2.10 All documentation relating to applicants will be treated confidentially in accordance with the Data Protection Act; applicants will also have the right to access any documentation held about them in accordance with the Act

3. Roles and Responsibilities

3.1 The Director, Manager and Human Resources are responsible for recruiting to vacant roles. They should be able to answer questions and support all matters of the recruitment and selection process of staff. Also, should be able to support on all other matters relating to the funding of posts.

Personnel Policy Updates

Section 3.4 Personal Appearance

The City places a high priority on appearance and dress in the workplace and the image we project to our customers. The dress and appearance of City employees is a direct reflection on the professionalism of our services. City employees meet with the public everyday as part of the regular workday. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees.

Radical departures from conventional dress or personal grooming and hygiene are not permitted**.** Clothing shall always be clean, neat and in good repair. Good hygiene is always expected. Cologne and perfume should be worn in moderation. Good judgment in choosing your attire should be used at **all times** since we are in the public eye. Employees who have questions concerning dress standards should direct them to their immediate Supervisor or their Department Director.

1. **Non-uniformed personnel**: Employees presenting at City Council Meetings or at events representing the City, must dress professionally at all times. While at work, employees should dress for a business casual environment. For events or work required in a more casual situation or outdoors, employees may dress for that particular situation while still not being too revealing or inappropriate.

2. **Uniformed Personnel**
   - Uniforms, which are provided to some City employees, are expected to be neat, fresh and clean when reporting for duty. Each department is responsible for seeing to it that employees follow regulations regarding uniforms, related accessories and equipment.

3. **Dress at Conferences and Workshops**
   Employees attending conferences or workshops on City time or at City expense should follow the Personal Appearance Policy.

4. **Administration of the Dress Code**
   Employees reporting to work in attire, which at the discretion of their immediate supervisor and/or their Department Director does not convey a professional image and is in violation of this policy, shall be warned that such clothing is inappropriate, shall not be repeated and be sent home to change clothes. The employee will not receive paid hours during this time.

All Personnel are expected to use common sense and exercise good judgment. Department Directors have the responsibility of enforcing this policy. It is recognized that employees in certain departments must dress in uniforms or casual types of clothing due to job specific duties and conditions of their position. Reasons include safety, excessive wear and tear on clothing and appropriateness for job performance. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Individuals who spend a portion of the day in

the field need to dress in a manner appropriate to their jobs, as determined by their Department Director.

Section 5.2 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the Department Director.

Section 5.3 Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator, Department Director and Human Resources Division.

Section 7.1 Work Hours

Employee work schedules will be established by Department Directors. To ensure employee availability and accountability to the public the City serves, all full-time and permanent part-time employees (exempt and non-exempt) are to be working during their established work schedules, unless away from the work site for a work-related activity or on approved leave.

Section 16.7 Travel and Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of reasonable expenses for meals, lodging and necessary expenses incurred. Reimbursement for meals will not be permitted if meals are included as part of the training or conference attended by the employee, or provided as part of the lodging.

1. **Transportation -** Several means of transportation exist and each travel request shall consider the least-cost method. For the majority of travel requests, a City vehicle provides the least-cost to the City and shall be considered before any other means. Vehicles from other departments may be available and shall be a consideration. The employee may choose to use their own vehicle but not get reimbursed if there is a City vehicle available and they choose not to use it.
    A. **City Vehicle** – All direct expenses incurred will be reimbursed, including fuel, oil and maintenance/repair expenses. Only City employees are authorized and insured to drive a city owned vehicle.
    B. **Personal Vehicle** – When a city vehicle is not available, a personal vehicle may be authorized for use. City reimbursement for the use of a personal vehicle is based on the current IRS approved mileage rate using the shortest route. If the travel originates from home, the mileage reported for reimbursement should be from the home or employee's normal City work facility, whichever is less. An employee's normal commute mileage will not be reimbursed. For employee's receiving a vehicle allowance, use of their personal vehicle is required and no mileage payment will be made.
    C. **Airplane/Other** – Travel by any means other than by vehicle shall be approved by the City Administrator.

2. **Lodging –** The City will reimburse the reasonable cost of lodging for training, seminars or conventions of two or more days if the event site is **outside a 50 mile radius** of Faribault. Exceptions may be made at the discretion of the City Administrator (i.e. sessions start/end

early/late). All employees shall ask for a standard room. In the event that a standard room is not available, other lodging establishments shall be contacted prior to booking a non-standard room. A non-standard room is reimbursable if it is at a contract rate through the event, offered at the same rate as a standard room or if no other options are available within a reasonable distance from the event. Employees should also reserve individual rooms and are not allowed to share a room with another employee that is attending the same training, seminar, or convention.

An increase in lodging rate due to other individual's staying with the employee is not reimbursable. The employee will be reimbursed only for a standard room. Entertainment expenses incurred will not be reimbursed, such as in-room movies, mini-bar and optional entertainment-type events provided at conferences.

3. **Meals** – The City will reimburse the cost of job-related meals only if an employee's travel requires an overnight stay or if a business meeting is held during typical meal hours. The following time schedules are in place for each meal as per IRS regulations on per diem (which is an allowance or payment for meals):

   Breakfast: Travel begins before 6 am and extends beyond 9 am
   Lunch: Travel begins before 11 am and extends beyond 2 pm
   Dinner: Travel begins before 4 pm and extends beyond 7 pm

   Incidentals such as parking will be reimbursed. Per diem amounts are subject to change per IRS regulations each year.

   A. Department meetings scheduled and held during typical meal hours will be provided at City expense, upon approval of the Department Director. Per IRS regulations, a meal must have a clear business purpose in order to be reimbursed.
   B. Per diem applies to the meal, non-alcoholic beverage, and sales tax.
   C. The daily per diem cannot be combined in any fashion in order to reimburse an employee for a meal costing more than the maximum amount listed per IRS regulations. For example, an employee cannot use the breakfast and lunch amounts to justify reimbursement of a dinner costing more than the per diem rate.
   D. Employees are expected to take advantage of meals provided by the conference or seminar. The City will not reimburse an employee for a purchased meal when a meal was provided by the event.
   E. If more than one employee is present at a job-related meal, one employee may pay for the entire meal cost of all employees. The reimbursement request shall clearly identify each employee present for the meal.
   F. If non-city personnel are present at a job-related meal, the city may reimburse the paying employee for the cost of the meal(s) of the individual(s) if an itemized receipt and a form indicating who attended, where the meal was held and the city-related purpose for the meal is submitted and approved by the Department Director and City Administrator. Reimbursement of a non-employee's meal is subject to the same per diem as the employee.
   G. When other people are present, a separate detailed receipt for the employee's meal shall be requested.

H. The per diem may be adjusted for out-of-state travel by the City Administrator based on current IRS per diem guidelines.
I. Purchase of meals with a City credit card for a training or conference is prohibited. Reimbursements for a breakfast, lunch or dinner meeting in conjunction with an approved conference/workshop/school/seminar/meeting shall be reimbursed per the per diem rates listed above.
J. As an alternative to being reimbursed, the employee may instead draw the appropriate amount of per diem in advance of the trip to cover those meals not included and incidental. Under this option, receipts are not required to be submitted.

2022 Early Retirement Incentive Program

Following is an outline of the Early Retirement Incentive Program that is offered to eligible employees on a voluntary basis as a means to (1) provide recognition to employees for service to the City, (2) provide promotion/advancement opportunities for existing employees, (3) be a possible catalyst for organizational/position considerations, and (4) produce (potential) cost savings over time.

1. Eligibility requirements for the program:
   a) Permanent, fulltime City of Faribault employee
   b) Age 60+ on or before December 31, 2022
   c) Minimum of 10 years of employment with the City of Faribault
   d) Employee in "good standing" at time of retirement

2. Conditions of taking this incentive are proposed as follows:
   a) Submit notice to participate no later than September 30, 2022, with an effective retirement date on or before December 31, 2022
   b) Employees must provide a minimum of 90-days' notice of retirement (unless otherwise waived by the City Administrator)
   c) Notice of retirement is not retractable after three (3) calendar days
   d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)

3. Determination of financial incentive payment:
   a) City will compensate the employee an amount equal to the estimated 2023 premium cost for the $2,800 Deductible Plan, Single Coverage ($786.60/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
   b) The minimum payment for any employee will be for 12 months ($9,439.19), and the maximum payment will be for 36 months ($28,317.56).
   c) Payment will be a lump sum at the time of retirement with other accrual/severance payouts going 100% into a Health Care Savings Plan (HCSP). The HCSP would include the following:
      - The City of Faribault and specifically the early retirement incentive program eligible employees, would participate in the plan which provides tax free contributions to the plan as well as tax free earnings and reimbursement of funds to the participant upon termination of employment from public service, regardless of age.
      - The HCSP is a tax-free account where contributions and reimbursements are not reportable on the employee's state or federal income tax returns. The monies can be utilized by the

employee for reimbursement of eligible medical expenses, tax-free, for as long as there are monies in the account. If the participant were to pass away with monies in the account then they pass to the spouse or dependent children under age 26, tax-free and can be utilized the same way. If there is no spouse or eligible dependents, then those monies pass to a beneficiary to be used in the same manner, but they are then paid as ordinary income.

d) Per existing labor agreements, retired employees may elect to stay with City health insurance coverage until Medicare-eligible age, but will be required to pay the full premium for the plan they select.

The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.

Employee Recognition Award Program

The new employee recognition award program will recognize employees based on their years of service. The first year an employee begins work for the City of Faribault, they will be recognized at an annual event, typically held in September of each year. After that, employees will then start the points system (1 point = $1.00). Employees will receive points for every five years of employment. Please see the example below:

Year	Reward
5	100 points
10	150 points
15	200 points
20	250 points

At the end of each fifth year, employees will be given the option to pick an award within their category for points, from a catalog. Catalogs will be available from Human Resources. Awards chosen will be distributed at the annual event, discussed above.

Flexible Work Arrangement Policy

SCOPE

Full-time employees (non-union) may be considered for a flexible work arrangement, depending on their job duties.

RATIONALE

In an effort to build an empowered and thriving workplace, the City of Faribault has implemented this policy regarding flexible work schedules. The City supports workplace flexibility to promote a highly productive work environment and recognizes that flexible work arrangements can help the organization retain valuable employees and reduce turnover costs while also benefiting staff by providing a way to more effectively meet the demands of their work and personal responsibilities. Such arrangements offer an alternative approach to completing work through non-traditional work hours and worksites.

This policy establishes the guidelines for flexible work arrangements to situations that fall outside of the typical City work schedule and last longer than two months. These arrangements must meet the needs of the City and the responsibilities of the position the employee holds. Outstanding service to the public and internal customers is paramount to how we work.

While not all positions will be suitable for flexible work arrangements, requests will be reviewed on a case by case basis considering the departmental needs and the employee's ability to maintain a high level of service. A flexible work arrangement is a business and workplace strategy, not an employee benefit or employee right.

FLEXIBLE WORK OPTIONS

A. Flextime: Agreed-upon starting and departure times that differ from the standard schedule for the department, division or work group. Flextime does not reduce the total number of hours worked in a given workweek. Flextime options can include fixed starting/ending times that change periodically; starting and ending times that can vary daily

and variations in the length of days (e.g. six-hour day followed by a 10-hour day).

B. Compressed workweek. A traditional 40-hour workweek condensed into fewer than five workdays (e.g. four 10-hour workdays).

C. Teleworking: A regular, routine work arrangement that allows the employee to perform a portion of the job outside of City facilities. This type of arrangement specifies the number of hours and days to be worked outside of the office and the specific time in which it will occur.

CRITERIA

Flexible work arrangements are discretionary based upon the operational needs of the department, division or work group and must have prior approval by the department head. Requests for flexible work arrangements will be evaluated based on the employee's ability to perform their job duties, tasks and responsibilities remotely or independent of co-workers or team members.

GUIDELINES

GENERAL GUIDELINES

A. A flexible work arrangement is a business and workplace strategy, not an employee right or universal employee benefit.

B. Flexible work arrangement requests are not the same as the occasional need for flexibility. Flexible work arrangements generally last longer than two months and are a regular and predictable part of the employee's work schedule.

C. Not all requests will be accommodated and not all positions are appropriate for flexible work options.

D. The operational needs of the department, division or work group must be met with flexible work arrangements.

E. Performance expectations remain the same regardless of the employee's work schedule or location.

F. Flexible work arrangements are not guaranteed or permanent – they may change as the needs of the department, division or work group change.

G. The supervisor may temporarily adjust work schedule or location as needed to meet the operational needs of the work group.

H. Flexible scheduling is limited to a two-week pay period. For example, a work arrangement may not include a two-week period where 88 hours is worked followed by a two-week period where 72 hours is worked. Flexible scheduling options that include unequal work weeks (i.e. 32 hours
I. in one week and 48 hours in the next) may be limited by the requirements of state and federal law and must be approved by Human Resources prior to implementation.

J. When making decisions regarding flexible work arrangements, the impact on other staff members should be considered.

K. Customers and staff should not be adversely affected by a flexible work arrangement. A flexible work arrangement may be discontinued if adverse effects arise.

L. Flexible work arrangements must follow the City's Media, Computer Usage, and data policies as well as all other City policies.

M. The employee should receive approval for temporary deviations in their established work schedule from the department head in the same manner that they would without a flexible work arrangement.

N. All flexible work arrangements are subject to the City's Employment Policies and the Fair Labor Standards Act and other relevant laws.

O. Eight hours of pay is the maximum allowed per holiday. If a holiday falls on a day that an employee is scheduled to work more than eight hours, the employee must use vacation or administrative leave to supplement the rest of the scheduled workday or flex the time by working another day not to exceed 12 hours as approved by the department head.

TELEWORKING GUIDELINES

The work area should be suitable to complete the work assigned, safe, ergonomically-appropriate, and located in a space where employees can conduct business professionally. Employees that telework must have internet access with enough bandwidth to reliably connect to the City's VPN. As bandwidth requirements can vary greatly depending on the work to be performed, employees should contact IT if they need assistance determining the appropriate bandwidth for their specific needs.

A. The employee will establish an appropriate work environment within their home for work purposes. The City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The City accepts no responsibility for damage or repairs to employee-owned equipment. The work area should provide sufficient security for data, phone conversations, etc.

B. Equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for teleworking will be determined on a case-by-case basis by the City with information supplied by the employee and the supervisor. The decision as to type, nature, function and/or quality of electronic hardware, software, systems access, data and phone lines rests with the department head in coordination with the City's IT division. Equipment provided by the City is limited to authorized persons for City-related purposes. The telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon separation of employment, all City property will be returned to the City, unless other arrangements have been made.

C. Provisions of the Minnesota Government Data Practices Act and data privacy policies must be followed when performing work at a remote location. Employees will be expected to ensure the confidentiality and security of all City data accessed from or transported to the remote worksite.

D. A teleworking arrangement cannot substitute for regular dependent or child care.

E. Any work-related accident, injury, or illness that occurs while teleworking should be reported immediately to the employer's supervisor or department head so that a first report of injury can be

completed. An employee is covered by Worker's Compensation laws while teleworking.

F. An employee's existing insurance policy(ies) may not include coverage for liability arising out of the use of a residence for a business purpose. Employees are solely responsible for determining an appropriate level of insurance based on their own circumstances. Employees are encouraged to check with their insurance carrier about the implications of working from home.

G. Federal and state tax implications of teleworking and use of a home office are the responsibility of the employee.

H. The teleworker's schedule, including number of teleworking days per week, normal teleworking hours and use of vacation, personal or compensatory time will be discussed with the employee prior to finalizing the teleworking agreement.

I. The department head retains the right to call a teleworker into the office as needed. Teleworkers should be accessible as they would be in City offices. The only difference is where the work occurs. The arrangement must be seamless to citizens and customers.

J. Teleworkers are expected to develop an effective communication strategy with their department head, supervisor and work unit. Teleworkers must be reachable during agreed-upon work hours.

K. Teleworkers must notify their supervisor of their availability.

L. Travel to and from a City office for the purposes of meetings or other work requirements are not considered eligible for compensation and mileage will not be reimbursed.

PROCESS

A. The employee must complete a flexible work arrangement request form and submit it to their department head.

B. The employee and department head must discuss the flexible work arrangement request.

C. The work group's operational needs must be considered (e.g., impact on work group, co-workers, citizens, customers, budget, business needs, etc.)

D. Department heads should specify when the employee is expected to be present at the office, how they are to be available during their offsite work time and how they are to communicate their specific availability, if the flexible work arrangement is approved.

E. Flexible work arrangement agreements must be in writing and approved by the department head, before taking effect.

F. Department heads should evaluate an employee's flexible work arrangement with them on an ongoing basis, and review the flexible work arrangements among their work group to ensure ongoing equity. Flexible work arrangements will need to be renewed each calendar year (if not changing, an email to the Human Resources Manager will suffice).

G. The City will assess the flexible work arrangement policy on a periodic basis.

PERFORMANCE STANDARDS

Performance expectations remain at the same level as they would if not under a flexible work arrangement. If performance standards are not met, the ability to work a flexible work arrangement may be revoked until performance improves.

Whenever possible, weekly check-ins should occur between the supervisor and employee to discuss work progress.

Any short-term changes of work hours or work location should be reviewed and approved by the department head in advance.

Flexible Work Arrangement Proposal Form

Complete this form and provide to your department head.

Name: _____ Date Submitted: _____

Title: _____ Dept/Division: _____

Type of Flexible Work Arrangement Being Proposed:

☐ Flextime ☐ Teleworking

☐ Compressed workweek

Prior to submitting this proposal, I reviewed the City's Flexible Work Arrangement Policy and have reviewed the City's information regarding creating a safe and comfortable workstation. I understand that the City of Faribault is not obligated to approve the proposed flexible work arrangement for any employee. I understand that the decision to approve my proposal is at the discretion of my department head. I understand that if my proposal is denied I will be provided with a written explanation.

_____

Employee Signature Date

Proposed Work Arrangement:

	Start-End	Total Hrs.	Location	Duration
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Effective Date:

WORK RESPONSIBILITY DETAILS

Employee / Department Head – list any potential concerns with any of the following:

Impact on citizens, customers, co-workers, supervisors, department, etc.:

Potential distractions of telecommuting:

How performance and productivity will be assessed:

☐ Request approved; see Flexible Work Arrangement Agreement.

☐ Request denied; explanation:

Flexible work schedules are subject to ongoing review and may be subject to termination at any time for any reason or no reason at all. The department head and the employee will endeavor to provide at least two weeks' notice prior to ending or changing an approved arrangement. Certain City or personal needs may necessitate less advanced notice. In some instances, a resumption of the original schedule may no longer be possible and alternatives will be identified.

_____

Department Head Signature Date

Trial period: Arrangement will be reviewed on _____

Expiration: Arrangement will end on December 31, 20___.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Quote to Install Irrigation System at Fleckenstein Bluffs Park

Background:

Staff recently requested quotes to install an irrigation/sprinkler system at Fleckenstein Bluffs Park. Two quotes were received. The low quote received was from From the Ground Up at a cost of $11,825.39. This project will be paid out of the Parks Department's general operating budget.

Recommendation:

Approve the quote from From the Ground Up to install an irrigation system at Fleckenstein Bluffs Park at a cost of $11,825.39.

Attachments:

1. Irrigation Quotes

FROM THE GROUND UP
Grounds Care Landscaping Tree Services

FLECKENSTEIN PARK IRRIGATION

CITY OF FARIBAULT
1200 BELVIEW TRAIL
FARIBAULT, MN 55021

Sales: Aaron Schrot

City Park Faribault-691 1st Ave NE- Irrigation
691 1st Ave NE Faribault, MN 55021

Est ID: EST3213009
Date: May-20-2022

Irrigation Install **$11,825.39**

Installation of Irrigation system at the new city park in Faribault

Subtotal	**$11,825.39**
Taxes	**$0.00**
Estimate Total	**$11,825.39**

Terms and Conditions

Upon approval of proposal, 50% down payment required to schedule install. remaining balance to be paid in full at completion of project. Larger scale projects may have additional payment schedule outlined in proposal that will supersede standard term.

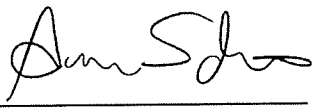
All credit card transactions subject to 3% convenience fee.

Any changes to the signed proposal will be agreed upon by both the property owner and From the Ground Up sales staff in the form of a written agreement. All cost associated with said change order are to be paid in full at the time agreement is signed.

Any balance not paid in full at time of completion will incur a 1.5% finance charge accrued monthly. There will be a $30.00 dollar charge for any returned checks refused by our bank. If fuel reaches $4.00/gallon additional fees may be charged.

We are not responsible for any existing property damage. Any damage that is the result of an "Act of God" (wind, flooding, excessive snow, etc.) will not be covered. Any material theft from jobsite during or after completion of project will not be the responsibility of From the Ground Up LLC. Property owner will incur all costs associated with replacement.

Proof of insurance is available on request. Call 507-456-7812 or e-mail us at aaron.s@ftgu-mn.com with any questions about our services. **ALL ESTIMATES ARE GOOD FOR 30 DAYS.**

Contractor:  **Client:** _____

Aaron Schrot

Signature Date: 05/20/2022 **Signature Date:** _____

Email: aaron.s@ftgu-mn.com

Creative CURB APPEAL | groundsmasters | American Turf TECHNICIANS

Locally Owned & Operated By RSBS Management, Inc

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

Hi City,

Thank you for sharing interest in RSBS Management,Inc DBA Creative Curb Appeal/Groundsmasters /American Turf . As requested, below is a quote with the discussed services. We are looking forward to working with you!

Let's keep this short. Review the quote below. If you cannot resist our great prices go ahead and sign for agreement!

Estimate Description	Quantity	Amount
Irrigation Installation For the City Park	1	13500.00

Sprinkler System Installation

We hereby propose to furnish the labor and materials necessary for the completion of:
Installation of irrigation system for the entire lawn. We will be using rotor heads in the bigger areas and mister heads on the smaller areas. Installation come with a WIFI Controller. Warranty for the system includes: 5 years on rotor heads, 3-year limited warranty on controller, 2 years on valves, 2 year limited on wireless rain sensor and 1 year on workmanship. The property lines to be verified before installation with homeowner. ** Homeowner to provide 1" mpt adapter outside of house for irrigation hook up.

Payment Terms: 60% down to schedule, balance due upon completion

Estimate Submitted By: Chad Kunkel
chad@ogimn.com
507-358-7360

Subtotal	$13,500.00
Sales Tax	$0.00
Total	$13,500.00

Estimate Total $$13,500.00

Landscaping jobs of this size require a **60%** deposit before work can be started. You will receive an email requesting the 60% deposit. Final payment is due once work is completed.

Terms & Conditions

Agreement: This Agreement is between the customer as listed on the attached Estimate (hereinafter "Customer" or "You/Your") and RSBS Management, Inc., a Minnesota corporation (hereinafter "We/Our") and pertains to the property as listed on the attached Estimate (hereinafter "Property"). Customer agrees to the products/services, prices and frequency as stated in this Agreement. Verbal acceptance, written acceptance, electronic acceptance, a partial payment, down payment, or full payment all indicate acceptance of this Agreement.

Decorative Concrete Edging & Concrete Patios
Preparation and Installation:
• Cable, phone wires, sprinkler heads, dog fences, low-voltage wiring and other underground obstacles are the responsibility of the Customer. We are not responsible for damage to these items even if they have been marked. We will do Our best to avoid damage.
• Customer agrees that the painted path as located on the Property as of the date of the Estimate represents the desired path for the concrete edging or patio to be installed. However, We are allowed to make adjustments to the installation to accommodate landscaping, equipment limitations, or product integrity.
• Customer will provide water and outside power.
• Customer is responsible for not watering their decorative concrete edging or concrete directly or indirectly for a period of 48 hours following installation.
Damage: Newly installed concrete is particularly susceptible to damage for the first 24 hours. We will make repairs during the 24 hours following installation if the damage is caused by weather only. Damage by any other cause will result in a scheduled service repair charge.
Cracking: Concrete can and will crack. We try and control the cracking with control joints. Hairline cracking may also occur. We take every necessary precaution to prevent cracking.
Colors: We are not responsible for color variation from the color chart or deviation from samples.
Estimate/Invoice: Estimated footage will be adjusted upon completion, and actual footage will be measured and billed.

Warranty: We hereby warrant that the work We perform shall be performed in a good and workmanlike manner and guarantee that such work shall be free from defective workmanship for a period of two (2) years for landscaping and for a period of one (1) year on all other concrete work according to the following guidelines:
• The warranty begins on the date of completed installation.
• The warranty shall not become effective and We shall have no obligation to perform any work or services until Our entire initial installation is completed and materials and all other invoices are paid for in full.
• The warranty excludes (A) any damage caused by materials supplied or work performed or modified by others; (B) any damage caused by the weather (except within the first 24 after installation as stipulated above); (C) any repairs or maintenance due to normal wear and tear; (D) damages or defects caused by Customer's negligence; (E) hairline fractures; and (F) heaving and shifting caused by tree roots.
• We are not responsible for changes in flow or pooling of water from installation of decorative concrete edging or concrete patios, nor the cost associated with any damage/repair that may result, including but not limited to damage and repair to any structure on the Property.
• **To receive service under the warranty**, Customer shall notify RSBS Management, Inc. in writing of the specific problem within 30 days of discovering the problem. We shall inspect said problem and if We determine, in Our sole discretion, that the problem is covered under the warranty, then We will make the repair at its sole cost and expense. The warranty shall be null and void should Customer fail to give RSBS Management, Inc. timely notice of the problem or fail to give RSBS Management, Inc. an opportunity to inspect, correct, or replace the alleged problem before Customer incurs expenses or has work done by a replacement contractor.
• The warranty is not transferable.

Payment/Terms: Payment is due in full upon completion of installation. If full payment is not received within 10 business days after completion of installation, Customer will be charged interest at the rate of 1.5% per month (or as permitted by Minnesota law) on the amount still owing beginning from the date of completed installation. In addition, Customer hereby agrees to indemnify RSBS Management, Inc. for its costs, including court costs and reasonable attorneys' fees, incurred to collect any unpaid amount or to otherwise enforce its rights under this Agreement.

Contractors Notice under Minnesota Statute § 514.011: (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Scheduling: Installation dates can be changed at any time. We will always do Our best to adhere to the proposed installation date, however, weather and other variables can sometimes require us to reschedule. We will notify You within a reasonable timeframe and offer alternative installation dates. Please keep in mind that reasonable notification can be same day notification with the unpredictability of weather.

Cancellation: If Customer cancels installation, any deposit paid is non-refundable. This is due to the cost involved in purchasing products unique to every installation, and reserving an installation time specific to each project.

Intrusion: Where necessary, to prevent intrusion onto any land that adjoins the Property, Customer is responsible for clearly marking the Property lines. We are not responsible for replacing landscaping of any kind installed over the Property line or restoring any land that adjoins the Property to its original condition.

Use of Likeness: Customer agrees that Customer's or Property's photo, video, image, likeness, statement(s) or testimonials (s) may be used by RSBS Management, Inc. and its assigns at their discretion.

Pets: Please know that if We notice a pet on the Property, We reserve the right not to provide service or install products to that area or any area of the Property. This is for the safety of both Our workers and Your pet. Returning to finish Your project may result in additional charges.

Insurance: We carry both liability insurance and workers compensation in an effort to protect both Our customers and employees. You are always welcome to request a copy of Our certificate of insurance, and We encourage You to do the same with other contractors who do work at Your home or business.

Damage: Every precaution is made to prevent damage, but accidents do happen. If You notice damage, please let Us know immediately. If We find damage that We determine in Our sole discretion that We have caused, We will replace or repair said damage as soon as possible and let You know about it.

Service: We reserve the right to refuse or cancel service and product installation at any time for any reason, warranted or otherwise, with verbal or written notice to Customer.

Satisfaction: It is Our most sincere desire to exceed Your expectations. If You are not happy with Our service at any time, please contact Us immediately (within 36 hours of completed installation). We will send a team member to correct the problem or come to an acceptable solution for all parties.

Venue: This Agreement shall be governed by, and construed and enforced in accordance with, Minnesota law, except to the extent it is preempted by federal law. Customer agrees that any dispute relating to this Agreement shall be subject to the jurisdiction of the state and federal courts located within the State of Minnesota, Olmsted County, and that venue there is proper.

ANY WARRANTY HEREIN excludes implied warranties, including warranty of merchantability or fitness for a particular purpose.

The undersigned by his/her signature acknowledges receipt of this Agreement and further accepts all of the terms and conditions.

.....
Printed Name:

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peansky, Parks and Recreation Director
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-141 Approve Pet Parade Street Closures and Parking Restrictions

Background:

The Faribault Parks and Recreation Department is preparing for the 2022 Pet Parade on August 11, 2022. The parade will have a staging area on 9th Street NW from 6th Avenue NW to 2nd Avenue NW and on 4th Avenue NW in front of McKinley School. The parade route will start at the corner of 9th Street NW and 2nd Avenue NW, proceed south on 2nd Avenue NW and west on 5th Street NW to 3rd Avenue NW near Central Park. "No Parking" signs will be posted at these locations between the hours of 4:00 PM and 8:00 PM. A map is attached. The parade start time is 7:00 PM.

Recommendation:

Approve Resolution 2022-141 Approve Pet Parade Street Closures and Parking Restrictions.

Attachments:

1. Resolution 2022-141 Approve Pet Parade Street Closures and Parking Restrictions
2. Pet Parade Map

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-141

APPROVE PET PARADE STREET CLOSURES AND PARKING RESTRICTIONS

WHEREAS, the Faribault Parks and Recreation Department is sponsoring the 86th Annual Pet Parade on August 11, 2022; and

WHEREAS, the Faribault Parks and Recreation Department is sponsoring the 86th Annual Pet Parade on August 11, 2022; and

WHEREAS, the Faribault City Council is supportive of this events; and

WHEREAS, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

NOW, THEREFORE BE IT RESOLVED, that "No Parking" signs will be posted on 9th Street NW between 6th Avenue NW and First Avenue NW, on Second Avenue NW between 9th Street NW and 5th Street NW, and on 5th Street NW between Second Avenue NW and 3rd Avenue NW between the hours of 4:00 p.m. and 8:00 p.m. on August 11, 2022, for the Pet Parade.

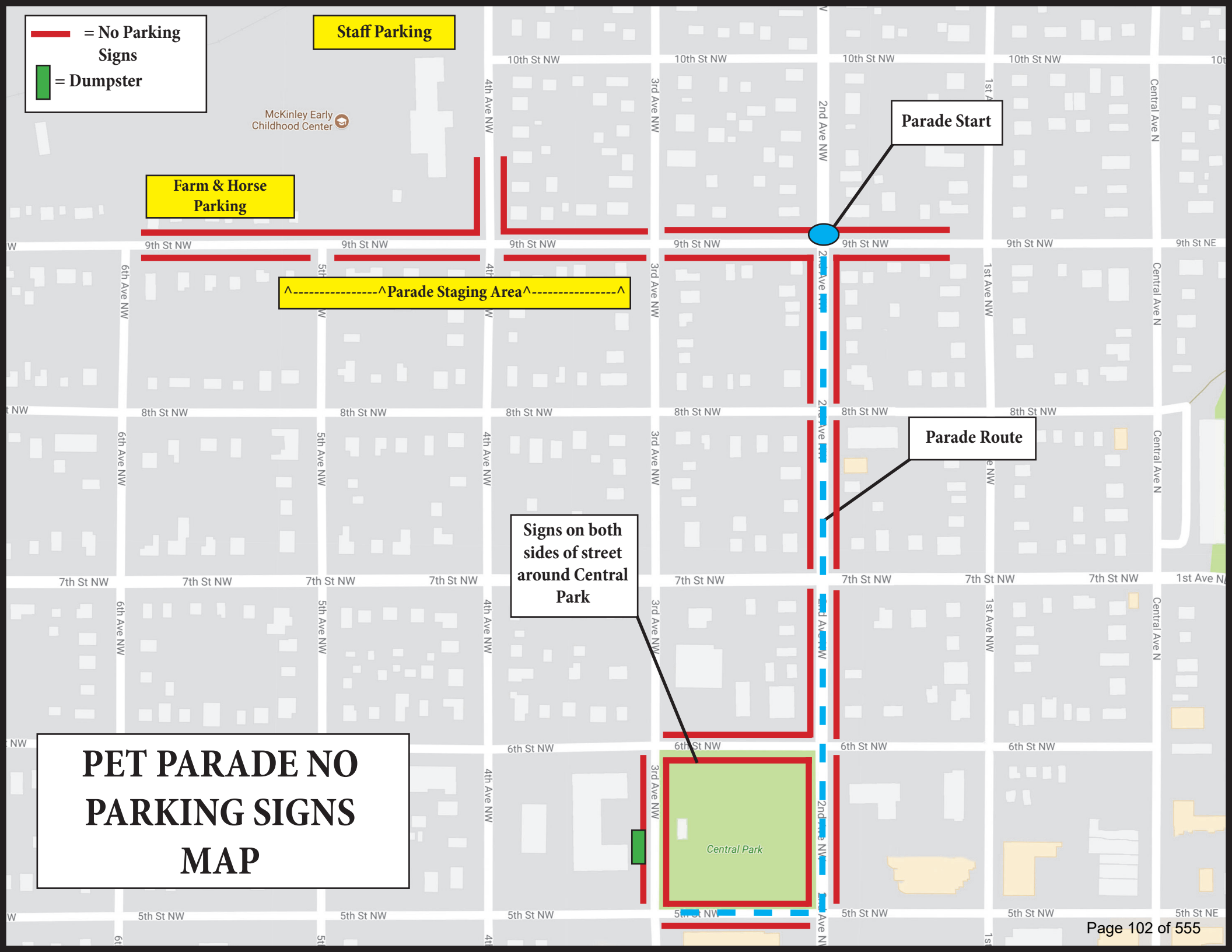
Date Adopted: June 28, 2022

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator



PET PARADE NO PARKING SIGNS MAP

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-142 Approve Use of North Alexander Park for Spooktacular Walk/Run

Background:

Ginger Van Hecke, on behalf of Divine Mercy Catholic School and Bethlehem Academy, has contacted us regarding hosting a Spooktacular Walk/Run on Saturday, October 15, 2022. They will be holding both a 1-mile and 5K walk/run. They will begin at approximately 6:30 AM and will use North Alexander Park and the trail.

Both runs will begin at the Ice Arena parking lot and continue through the park on Alexander Drive. The 1-mile run will proceed on Alexander Drive half way to 2nd Avenue NW and return to the parking lot using the same route. The 5K run will continue on Alexander Drive to the trail, continuing on the trail to 14th Street NE and return on the trail through the park to Alexander Drive and then to the parking lot. Maps are attached.

Recommendation:

Approve Resolution 2022-142 to allow use of North Alexander Park and the trail for the Spooktacular Walk/Run on October 15, 2022.

Attachments:

1. Resolution 2022-142 Approve Use of North Alexander Park and City Trail for Spooktacular Walk Run
2. Spooktacular Maps
3. Spooktacular Request

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-142

APPROVE USE OF NORTH ALEXANDER PARK FOR SPOOKTACULAR WALK/RUN

WHEREAS, Divine Mercy Catholic School and Bethlehem Academy are sponsoring the Spooktacular Walk/Run on Saturday, October 15, 2022; and

WHEREAS, they plan to use North Alexander Park and the city trails; and

WHEREAS, the Faribault City Council is supportive of these events; and

WHEREAS, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

NOW, THEREFORE BE IT RESOLVED, that Divine Mercy Catholic School and Bethlehem Academy will use North Alexander Park and city trails for the Spooktacular Walk/Run on Saturday, October 15, 2022, from approximately 6:30 AM to 11:30 AM. The 1-mile run will begin by the Ice Arena parking lot and continue through the park on Alexander Drive half way to 2nd Avenue NW and return using the same route to the parking lot. The 5K run will begin with the 1-mile route but continue on Alexander Drive to the trail, continue on the trail to 14th Street NE and return on the trail through the park to Alexander Drive and then to the parking lot.

ALSO, BE IT RESOLVED, that the event sponsor should enter into the City's standard agreement regarding street closures and sponsored events.

Date Adopted: June 28, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

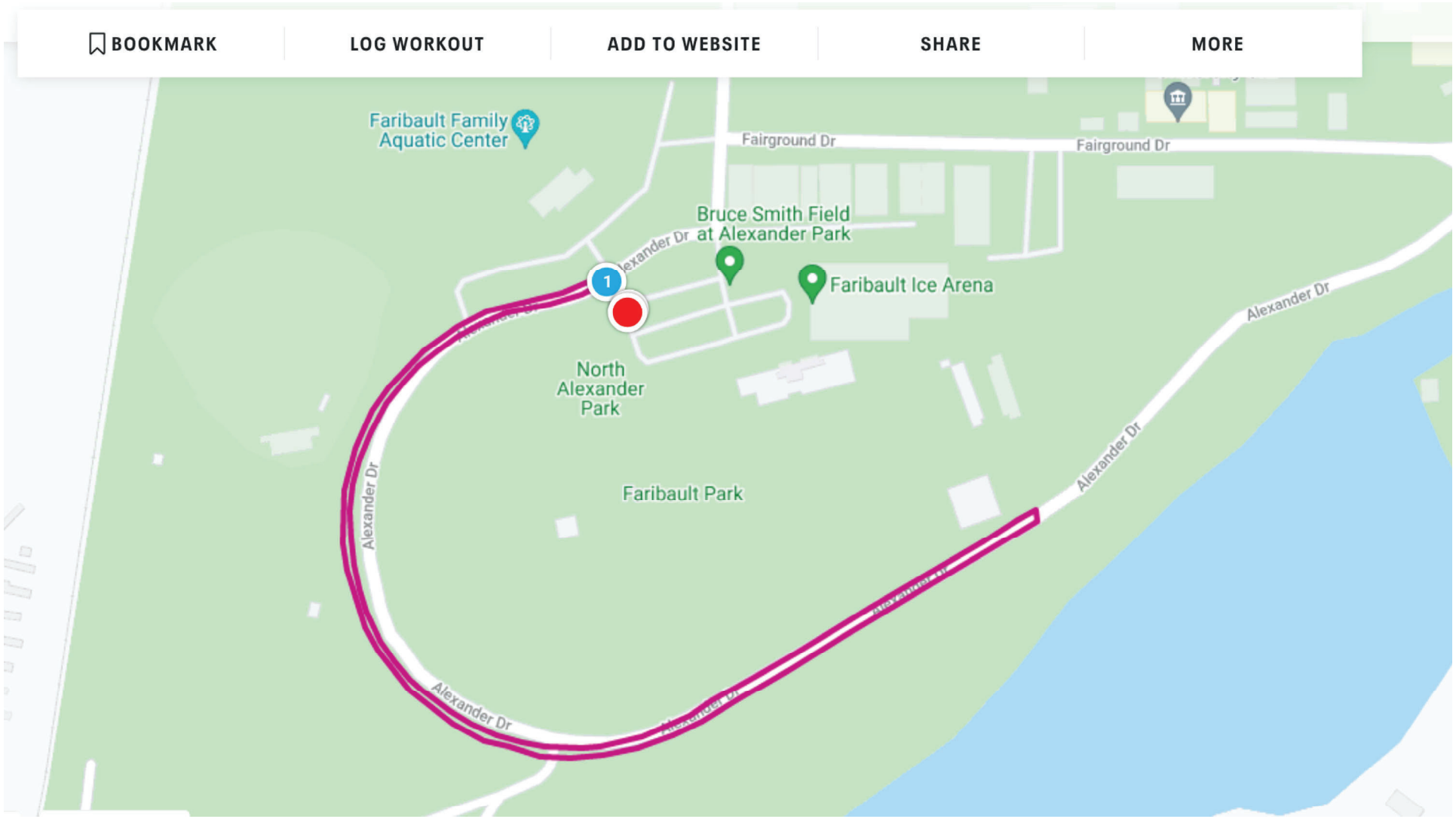
ATTEST:

_____

Timothy C. Murray, City Administrator

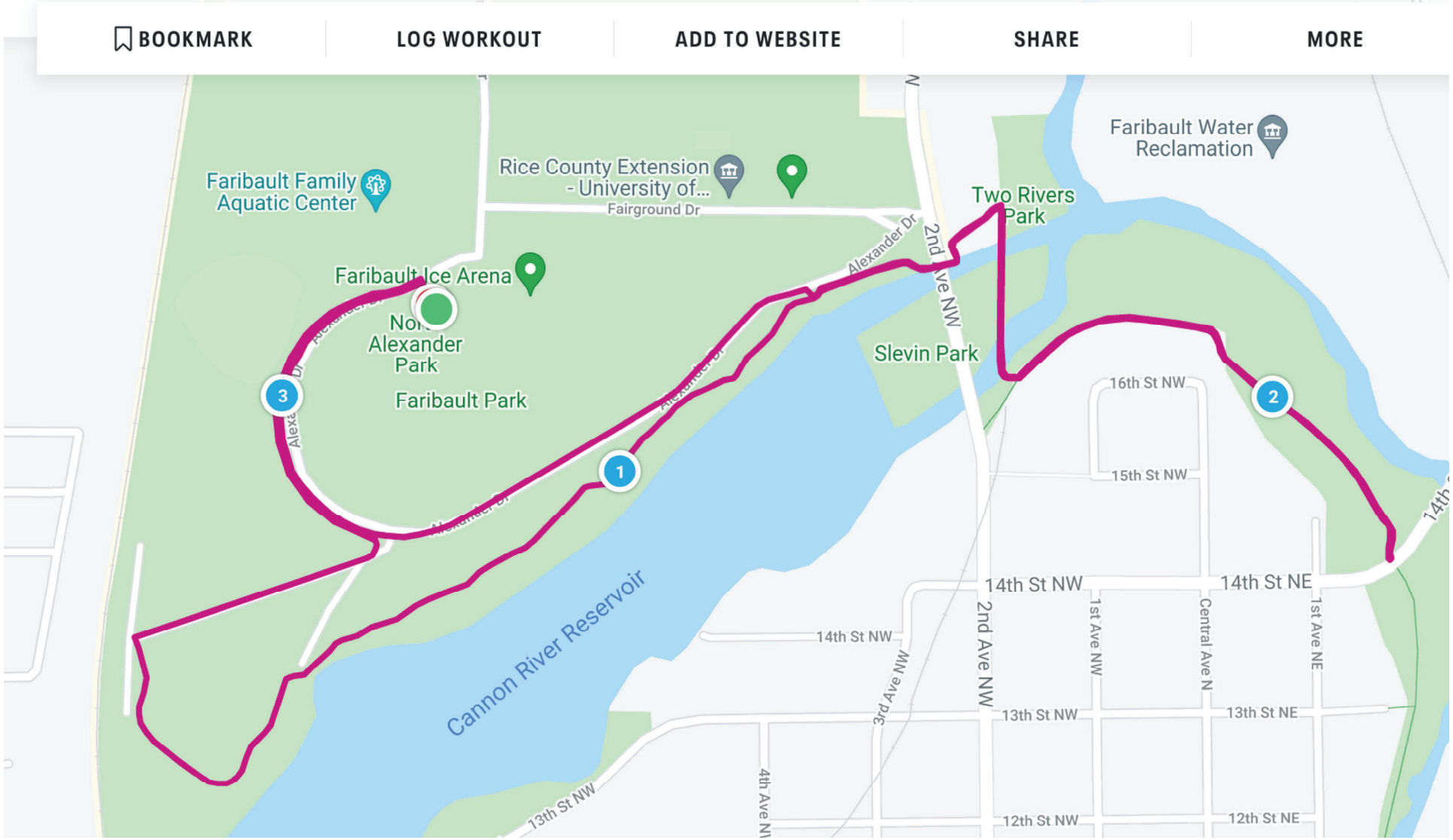
WALK | 1.00 MI | 15 FT

2022 Spooktacular 1-Mile Walk/Run



RUN | FARIBAULT, MN, UNITED STATES | 3.15 MI | 62 FT

2022 Spooktacular 5K Walk/Run



From:	Paul Peanasky
To:	Denise Hansen
Subject:	FW: October 15th
Date:	Thursday, June 16, 2022 1:48:36 PM

FYI Can you put this on Council agenda

From: Ginger Van Hecke <gvanhecke@dmcs.cc>
Sent: Thursday, June 16, 2022 9:27 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: October 15th

Good Morning Paul,

DMCS/BA will be doing a 5K/1Mile run on October 15th. We are requesting the use of the Alexander Park roads as we have done in the past. Please let me know how best we can get approval and "reserve" this.

Many thanks,

Ginger

--

Ginger Van Hecke, Office Manager
Divine Mercy Catholic School
15 SW 3rd Avenue
Faribault, MN 55021
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Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-143 Adopting the 2022-2024 Non-Union Compensation Plan (Revised)

Background:

City Council and staff have had discussions on items relating to recruitment and retention of employees. On June 21, 2022, staff brought forward several items within the Non-Union Compensation Plan that could be added, changed or improved to help with recruitment and retention. Staff has made the changes that were discussed and recommends approving the 2022-2024 Non-Union Compensation Plan (Revised).

Recommendation:

Approve Resolution 2022-143, adopting the 2022-2024 Non-Union Compensation Plan (Revised)

Attachments:

1. Resolution 2022-143 Adopting the 2022-2024 Non-Union Compensation Plan (Revised)

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-143

ADOPTING THE 2022-2024 NON-UNION COMPENSATION PLAN (REVISED)

WHEREAS, the City Council establishes an annual Compensation Plan consisting of policy directives and compensation for all non-union City of Faribault employees in various positions; and

WHEREAS, the Compensation Plan should be adjusted from time to time in consideration of the changes in the cost of living, market conditions, and position evaluations.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Faribault, Minnesota:

0.1 The following Compensation Plan, including all Exhibits, is hereby adopted for the positions listed.

SECTION 1 - EFFECTIVE DATE

1.1 Duration

This Resolution shall remain in effect until December 31, 2024 or until otherwise amended or repealed.

SECTION 2 - COMPENSATION PROVISIONS

2.1 Compensation Ranges

Compensation (wage) ranges are assigned to non-union positions through grades and steps as outlined in Exhibit A. The number of steps in the wage schedule is being reduced from sixteen (16) to thirteen (13) for 2022 and beyond, requiring employees to be transitioned from their current step in the existing 2021 schedule to a revised 2021 schedule.

All current employees in steps 1 through 5 will be placed in the revised 2021 wage schedule at their current step and continue to progress based on their time in their position. Any employee in step 6 or greater before the end of 2021 will be placed in the revised 2021 wage schedule at the

step with a wage that is closest to, but equal to or greater than, the employee's current wage. Employees will advance one step effective January 1, 2022 or based on their anniversary date of employment if hired after January 1, 2018 (if meeting the requirements of their position or not at the revised step 12 and received a step increase in 2021) and receive the COLA increase reflected in the wage structure shown in Exhibit A for 2022.

Factors used for establishing the appropriate grade and step within the compensation range for new or existing employees shall include the following factors:

a) The external or market compensation paid to similar positions outside of the city organization; and

b) The internal compensation paid to positions within the city organization with similar job responsibilities and difficulty; and

c) The past and current job performance of the individual employee; and

d) The experience and knowledge of the individual employee.

2.2 Employee Progression

a) The City Administrator shall recommend to the City Council non-union employee's starting grade and step within the Compensation Plan.

b) All non-union employees shall be subject to a written and documented performance evaluation by their immediate supervisor and Department Director. The performance evaluation shall be completed on the employee's initial six-month anniversary date and on future dates as listed in their offer letter of employment. The evaluation shall be discussed with the City Administrator prior to being discussed with the employee.

c) With the City Administrator's approval, an annual performance evaluation that results in a satisfactory performance report will entitle the employee to progress to the next step in their grade. A less than satisfactory performance will result no increase until their performance improves.

d) With the City Administrator's approval, employees can progress through Steps 1-5 on a semi-annual basis one step at a time; through Steps 5-12 on an annual basis one step at a time; and from Step 12 to Step 13 on a biannual basis, thereby reaching the maximum step.

2.3 Additional Compensation

The City Administrator and/or City Council shall have the authority to additionally compensate employees whose work performance is determined to be exceptional. The compensation may be distributed in one or more of the following forms:

a) Lump sum merit pay not to exceed five (5) percent of the employee's annual wage rate or $5,000, whichever is less.

b) Larger than normal increase (permanent or temporary) within the employee's wage range.

c) The award of additional day(s) of administrative leave beyond that allowed by Section 4.4 of this resolution.

2.4 Referral Bonus Program

The purpose of the Employee Referral Bonus Program is to provide an incentive award to a current employee within this compensation plan, who brings new talent to the City by referring applicants who are subsequently selected and successfully employed in a position within this non-union compensation plan (Appendix A positions only). Compensation will be distributed as follows:

a) After three (3) months of employment, the referring employee would receive $250.00.

b) Should either the hired/referring employee leave employment prior to 3 months, the incentive would be nullified.

SECTION 3 - MISCELLANEOUS PAY PROVISIONS

3.1 Transportation Expenses

Any employee who is required to use their personal automobile for City business shall be reimbursed at the rate that is currently paid by the Federal Government, if they do not receive a vehicle allowance.

The City Administrator may establish a vehicle allowance of up to $375.00 per month for department heads/management-level staff based upon travel requirements, provision/availability of City-owned vehicles, and related factors. Vehicle allowance will be treated as compensation for purposes of state and federal income reporting.

3.2 Uniform Allowance

A payment of $45.00 per month shall be made to individuals serving in the positions of Police Chief, Police Captain, Community Services Officer Supervisor and Director of Fire and Emergency Management. This payment shall be for the purpose of compensating these individuals for the furnishing, cleaning, and maintenance of a required uniform—any other uniform related expenses shall be the responsibility of the employee. The supervisor of any personnel who receive a clothing allowance or receive clothing pursuant to a collective bargaining agreement may be provided the same clothing allowance provision if it is determined work necessary.

3.3 Conference per Diem

The City shall provide a per diem as a meal allowance in the event of overnight travel as outlined in the adopted City's Personnel Policies. The employee shall be paid in advance of the meeting or conference. Each year, the Finance Department typically provides a memorandum detailing the mileage and per diem rates to be used for that year. Conference attendance must be approved by the City Administrator. Travel outside the state of Minnesota shall be subject to approval as outlined in the City's Personnel Policies.

SECTION 4 - LEAVE BENEFITS

4.1 Holidays

Non-union employees shall have the following holidays enumerated:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

"Juneteenth" shall be added as a recognized holiday after such time that the Minnesota State Legislature approves it as an official holiday.

Employees shall be granted the holiday off without loss of pay. Any employee that is required to work on a holiday, outside of his/her standard work week, shall receive an additional floating holiday. When a holiday falls on a Saturday, the holiday shall be considered to have occurred on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. If a non-union employee is required to work one of the above stated holidays, the City Administrator shall have the authority to provide an additional floating holiday to be taken or used in accordance with the rules governing the same.

Effective January 1, 2023, all employees shall also receive two (2) floating holidays at time of hire and at the beginning each year to be taken in accordance with the rules governing vacation days. Floating holiday hours are banked the first pay period of the year based on full-time equivalency.

4.2 Vacation

The vacation schedule is based on full-time equivalency.

Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by management shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule: vacation will be earned at the rate of 80 hours per year for the first five (5) years of employment; at the rate of 120 hours per year for 6-10 years of employment; and at the rate of 160 hours per year thereafter.

Unless other terms or conditions are specified under an accepted offer of employment, newly hired employees shall be credited with 40 hours of vacation and accrue at the rate of 1.54 hours per pay period for the first year (totaling 80 hours vacation accrual for year 1). After year 1, vacation will be earned at the monthly rate of 3.08 hours per pay period for years 2 through 5, and thereafter on the rates outlined above.

Employees will earn additional vacation day(s) per the total years of service with the City of Faribault. Accrual day(s) will commence on the employees anniversary date of hire per the chart below:

Years of service	Extra day(s) of vacation
10-14 years	1 day
15-19 years	3 days
20+ years	5 days

A newly hired employee may be limited on the use of vacation leave in their first six months of employment, unless agreed to at the time of hire or approved by the employee's supervisor and Department Head, so as to progress through initial job training. At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each vacation day accumulated, not to exceed a total of 25% of an employee's annual vacation accrual in that year or forty (40) hours, whichever is less, provided that the employee has taken at least ten (10) days (eighty (80) hours) of vacation and/or administrative leave.

Employees earning vacation at a rate of 80 hours per year may not accumulate more than 140 hours. Employees earning vacation at the rate of 120 hours per year may not accumulate more than 200 hours. Employees earning vacation at the rate of 160 hours per year may not accumulate more than 260 hours.

Vacation must be taken so as not to jeopardize sufficient municipal operations at any time by written request from the employee to the Department Director or City Administrator. Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of his/her vacation time, the employee will be entitled to use that portion previously accumulated during the next succeeding six months.

4.3 Sick Leave

Sick leave shall be compensated for at the regular rate of pay. Sick leave may be legitimately used for personal injury, illness or appointments.

Employees must use sick leave in increments of a minimum of one (1) hour increments with supervisor approval. Employees shall be allowed to use sick leave for their own personal injury or illness as needed, except that in order to qualify for sick leave, an employee must report that he/she is sick no later than one hour before the time for which he/she is scheduled to report to work. This one hour restriction shall not apply to employees who become sick while at work. Employees on sick leave for their own personal injury or illness for more than three consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or regularly scheduled day off. Any employee who has exhausted his/her sick leave and requires additional sick leave may substitute vacation for the same.

Sick leave is accrued based on full-time equivalency. Employees shall accrue 168 hours per year except employees hired after December 31, 1998 shall accrue at 120 hours per year.

Employees shall be compensated at a rate of eight (8) hours of pay for each twenty-four (24) hours of unused sick leave in excess of a maximum accumulation of 500 hours. Employees having more than 480 hours accumulation on January 1, 1980, who elected to retain an accrual cap of 1440 hours shall retain such accumulation for sick leave usage and termination consideration. Sick leave compensation shall occur the first pay period of December of each year.

When an employee is eligible for Worker's Compensation payments, he/she may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal his/her net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If he/she should exhaust his/her accumulated sick leave, he/she will receive Worker's Compensation payments only.

An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, Subd. 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives, because of sexual assault, domestic abuse, or stalking.

The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, Subd. 4.

4.4 Administrative Leave

City Administrator and/or City Council may compensate an employee up to five (5) days of administrative leave. Said leave may be carried over from year to year. Employees may not accumulate more than 120 hours. At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each administrative leave day accumulated.

4.5 Emergency Leave

Emergency Leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application to the City Administrator. Such time as is granted shall be charged against the employee's sick leave account. The rate of charge against the sick leave account shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld.

4.6 Jury Duty

All employees will receive a leave of absence when called for jury duty. The employee will be paid at their regular rate of pay by the City. The employee shall in turn submit to the City the amount of jury duty pay received, minus mileage reimbursements. Jury duty notices shall be reported to an employee's supervisor on the first working day following the receipt of the jury summons.

4.7 Funeral Leave

Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member. Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director and City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account if they have exhausted all other leave balances.

4.8 Personal Leave of Absence

An employee may request a personal leave of absence without pay. All requests for personal leaves of absence shall state the reason for which the request is made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration. Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on a personal leave of absence without pay, an employee shall retain seniority; however, they will not accrue any sick or vacation leave. If the leave exceeds two (2) weeks, the employee may maintain health insurance coverage under the City's policy at their own expense.

SECTION 5 - INSURANCE BENEFITS

5.1 Health Insurance

Health insurance premiums will be shared by Employer and Employee using fixed percentages, varying by plan and coverage, as follows:

Plan	Coverage		
$2800 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
$1400 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

The City will match an Employee's contribution to their Health Savings Account (H.S.A.) under the City H.S.A. plan up to $55.00/month for 2022, $56.10/month for 2023, and $57.36/month for 2024. Employer contributions into the H.S.A. plan will be made on a pro-rata basis twice monthly.

If any other group or individual employed by the City receives contribution levels for insurance exceeding the negotiated contributions stated in this Agreement, this group would also receive those increased contributions. The employee's portion of the premium cost shall be paid through payroll deduction.

5.2 Retired Health Insurance

The City will allow retired employees to continue on as members in the health insurance program, provided insurance is not available due to other employment. The retired employee shall reimburse the City for the entire cost of the health insurance program.

5.3 Life Insurance

The City will provide at no cost to the employee a term life insurance policy in the amount of twice the employee's annual salary. The City will provide double indemnity life insurance in the event of an accidental death.

5.4 Long Term Disability

The City will provide, without cost to the employee, long term disability insurance, which will provide 66.6% of normal compensation to a maximum per month payable to the age of 65 and commencing on the 91st day of disability.

An employee once disabled and collecting long term disability benefits on the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to permanent duty.

SECTION 6 - MISCELLANEOUS BENEFITS

6.1 Tuition Reimbursement

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator prior to the initiation of cost in order to be eligible for reimbursement. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements. The City may require a partial or full repayment agreement to be executed between the employee and the City. A repayment agreement must be executed if the continuing education program is determined to be in excess of the tuition cost which could be incurred in a state supported entity; is a graduate program committed to over a period of two or three years; is a technical specialty in excess of the minimum requirements of the position. Such repayment agreement shall consider the total amount to be repaid on a pro-rata basis and shall be effective if an employee terminates his/her employment at any time during a three year period after receiving reimbursement or upon completion of the program.

6.2 Pension

The City will pay the established percentage rate of wages to the Public Employees Retirement Association (PERA) plan which applies to the employee.

6.3 Retirement

Retirement age will be in accordance with applicable state and federal laws.

Any "early" retirement incentive program benefits received for insurance premiums will be paid into a Health Care Savings Plan (HCSP) at 100%. Also, all severance received at time of retirement for all early retirement incentive program eligible employees would be deposited into the HCSP at 100%.

6.4 Deferred Compensation and Health Care Savings Plan (HCSP)

The City shall make available a program of deferred compensation. Participation in such a program is at the option of each employee and does not include any contribution by the City.

As part of deferred compensation, and as noted here in the Non-Union Compensation Plan, the City will offer a Health Care Savings Plan (HCSP). The HCSP is a benefit available to all regular full-time and part-time employees who meet the criteria established in the group benefits listed here. Mandatory participation is required of an employee who meets the criteria established in the applicable group benefits.

6.5 Termination Consideration

When an employee leaves the employment of the City in good standing (has given proper termination notice, has turned in all City equipment and is not being terminated for cause) they shall receive accrued vacation, floating holidays and administrative leave. Additionally, employees with at least three (3) years of service shall receive one-half (1/2) of their accumulated sick leave (maximum accumulation of 500 hours). Balances in excess of 500 hours will be paid at one-third. Employees hired before January 1, 1980, will receive in salary equivalent, one-half of their maximum accumulated sick leave (maximum accumulation of 1,440 hours). Balances in excess of 1,440 hours will be paid at one-third.

An employee, who is obligated to make a repayment to the City for continuing education benefits, shall have said repayment deducted from their termination compensation pay or benefits. The repayment shall be deducted at the time the employee provides notice to the City and the amount of the deduction shall be in accordance with the terms and conditions set forth in the signed City of Faribault Agreement with regards to continuing education placed in employee's personnel file.

Date Adopted: June 28, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A

2021 Wages (/hr.) - Revised Step Structure														
Non-Union		Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Job Title	Grade	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
City Administrator	V		64.91	66.77	68.62	70.48	72.33	74.23	76.18	78.19	80.24	82.36	84.52	86.74	89.02
Finance Director	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Director of Engineering	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Chief of Police	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Director of Public Works	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Community & Economic Dev Director	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Parks and Recreation Director	R		50.91	52.36	53.82	55.27	56.72	58.21	59.74	61.31	62.93	64.58	66.28	68.02	69.81
Fire Chief	R		50.91	52.36	53.82	55.27	56.72	58.21	59.74	61.31	62.93	64.58	66.28	68.02	69.81
Library Director	R		50.91	52.36	53.82	55.27	56.72	58.21	59.74	61.31	62.93	64.58	66.28	68.02	69.81
Human Resources Manager	Q		48.46	49.85	51.24	52.63	54.00	55.42	56.88	58.37	59.91	61.48	63.10	64.76	66.47
Police Captain	O		43.59	44.83	46.08	47.33	48.57	49.85	51.16	52.50	53.88	55.30	56.76	58.25	59.78
Engineering Supervisor	M		38.72	39.82	40.92	42.04	43.14	44.27	45.44	46.63	47.86	49.12	50.41	51.74	53.10
PW Superintendent	M		38.72	39.82	40.92	42.04	43.14	44.27	45.44	46.63	47.86	49.12	50.41	51.74	53.10
Building Official	M		38.72	39.82	40.92	42.04	43.14	44.27	45.44	46.63	47.86	49.12	50.41	51.74	53.10
Librarian	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
City Planner	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
Accounting Supervisor	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
IT Coordinator	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
Community Development Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
Economic Development Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
Planning Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
GIS Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
Senior Accountant	J		31.40	32.31	33.21	34.10	35.00	35.92	36.87	37.83	38.83	39.85	40.90	41.97	43.08
Building Inspector	J		31.40	32.31	33.21	34.10	35.00	35.92	36.87	37.83	38.83	39.85	40.90	41.97	43.08
Community Services Officer Supervisor	I		28.97	29.80	30.63	31.46	32.28	33.13	34.00	34.89	35.81	36.75	37.72	38.71	39.73
Fire & Property Maintenance Inspector	I		28.97	29.80	30.63	31.46	32.28	33.13	34.00	34.89	35.81	36.75	37.72	38.71	39.73
Recreation Program Coordinator	I		28.97	29.80	30.63	31.46	32.28	33.13	34.00	34.89	35.81	36.75	37.72	38.71	39.73
Assistant to the City Administrator	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
Records Supervisor	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
Payroll Benefits Specialist	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
Communications Coordinator	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
IT Technician	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39

2022 Wages (/hr.) - 1.50% COLA															
Non-Union		Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Job Title	Grade	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
City Administrator	V		65.88	67.77	69.65	71.54	73.41	75.35	77.33	79.36	81.45	83.59	85.79	88.05	90.36
Finance Director	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Director of Engineering	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Chief of Police	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Director of Public Works	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Community & Economic Dev Director	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Parks and Recreation Director	R		51.67	53.15	54.63	56.10	57.57	59.08	60.64	62.23	63.87	65.55	67.27	69.04	70.86
Fire Chief	R		51.67	53.15	54.63	56.10	57.57	59.08	60.64	62.23	63.87	65.55	67.27	69.04	70.86
Library Director	R		51.67	53.15	54.63	56.10	57.57	59.08	60.64	62.23	63.87	65.55	67.27	69.04	70.86
Human Resources Manager	Q		49.19	50.60	52.01	53.42	54.81	56.25	57.73	59.25	60.81	62.41	64.05	65.73	67.47
Police Captain	O		44.24	45.50	46.77	48.04	49.30	50.60	51.93	53.29	54.69	56.13	57.61	59.12	60.68
Engineering Supervisor	M		39.30	40.42	41.53	42.67	43.79	44.94	46.12	47.33	48.58	49.86	51.17	52.51	53.90
PW Superintendent	M		39.30	40.42	41.53	42.67	43.79	44.94	46.12	47.33	48.58	49.86	51.17	52.51	53.90
Building Official	M		39.30	40.42	41.53	42.67	43.79	44.94	46.12	47.33	48.58	49.86	51.17	52.51	53.90
Librarian	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
City Planner	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
Accounting Supervisor	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
IT Coordinator	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
Community Development Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
Economic Development Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
Planning Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
GIS Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
Senior Accountant	J		31.87	32.79	33.71	34.61	35.53	36.46	37.42	38.40	39.41	40.45	41.51	42.60	43.73
Building Inspector	J		31.87	32.79	33.71	34.61	35.53	36.46	37.42	38.40	39.41	40.45	41.51	42.60	43.73
Community Services Officer Supervisor	I		29.40	30.25	31.09	31.93	32.76	33.63	34.51	35.42	36.35	37.31	38.29	39.29	40.33
Fire & Property Maintenance Inspector	I		29.40	30.25	31.09	31.93	32.76	33.63	34.51	35.42	36.35	37.31	38.29	39.29	40.33
Recreation Program Coordinator	I		29.40	30.25	31.09	31.93	32.76	33.63	34.51	35.42	36.35	37.31	38.29	39.29	40.33
Assistant to the City Administrator	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
Records Supervisor	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
Payroll Benefits Specialist	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
Communications Coordinator	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
IT Technician	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94

Exhibit A (Continued)

2023 Wages (/hr.) - 2.00% COLA Non-Union Job Title	Grade	Step Progression	1 Start	2 6 months	3 6 months	4 6 months	5 6 months	6 12 months	7 12 months	8 12 months	9 12 months	10 12 months	11 12 months	12 12 months	13 24 months
City Administrator	V		67.20	69.13	71.04	72.97	74.88	76.85	78.87	80.95	83.08	85.26	87.50	89.81	92.17
Finance Director	S		55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Director of Engineering	S		55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Chief of Police	S		55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Director of Public Works	S		55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Community & Economic Dev Director	S		55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Parks and Recreation Director	R		52.71	54.21	55.72	57.22	58.72	60.27	61.85	63.48	65.15	66.86	68.62	70.42	72.28
Fire Chief	R		52.71	54.21	55.72	57.22	58.72	60.27	61.85	63.48	65.15	66.86	68.62	70.42	72.28
Library Director	R		52.71	54.21	55.72	57.22	58.72	60.27	61.85	63.48	65.15	66.86	68.62	70.42	72.28
Human Resources Manager	Q		50.17	51.61	53.05	54.49	55.91	57.38	58.89	60.43	62.02	63.65	65.33	67.05	68.82
Police Captain	O		45.13	46.41	47.71	49.00	50.28	51.61	52.96	54.36	55.79	57.25	58.76	60.31	61.90
Engineering Supervisor	M		40.09	41.23	42.36	43.52	44.66	45.84	47.04	48.28	49.55	50.85	52.19	53.56	54.98
PW Superintendent	M		40.09	41.23	42.36	43.52	44.66	45.84	47.04	48.28	49.55	50.85	52.19	53.56	54.98
Building Official	M		40.09	41.23	42.36	43.52	44.66	45.84	47.04	48.28	49.55	50.85	52.19	53.56	54.98
Librarian	L		37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
City Planner	L		37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
Accounting Supervisor	L		37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
IT Coordinator	L		37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
Community Development Coordinator	K		35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
Economic Development Coordinator	K		35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
Planning Coordinator	K		35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
GIS Coordinator	K		35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
Senior Accountant	J		32.51	33.45	34.38	35.30	36.24	37.19	38.17	39.17	40.20	41.26	42.34	43.46	44.60
Building Inspector	J		32.51	33.45	34.38	35.30	36.24	37.19	38.17	39.17	40.20	41.26	42.34	43.46	44.60
Community Services Officer Supervisor	I		29.99	30.85	31.71	32.57	33.42	34.30	35.20	36.13	37.08	38.05	39.05	40.08	41.14
Fire & Property Maintenance Inspector	I		29.99	30.85	31.71	32.57	33.42	34.30	35.20	36.13	37.08	38.05	39.05	40.08	41.14
Recreation Program Coordinator	I		29.99	30.85	31.71	32.57	33.42	34.30	35.20	36.13	37.08	38.05	39.05	40.08	41.14
Assistant to the City Administrator	H		27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
Records Supervisor	H		27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
Payroll Benefits Specialist	H		27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
Communications Coordinator	H		27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
IT Technician	H		27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68

2024 Wages (/hr.) - 2.25% COLA Non-Union Job Title	Grade	Step Progression	1 Start	2 6 months	3 6 months	4 6 months	5 6 months	6 12 months	7 12 months	8 12 months	9 12 months	10 12 months	11 12 months	12 12 months	13 24 months
City Administrator	V		68.71	70.68	72.64	74.61	76.57	78.58	80.65	82.77	84.95	87.18	89.47	91.83	94.24
Finance Director	S		57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Director of Engineering	S		57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Chief of Police	S		57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Director of Public Works	S		57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Community & Economic Dev Director	S		57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Parks and Recreation Director	R		53.89	55.43	56.97	58.51	60.04	61.62	63.24	64.91	66.61	68.37	70.16	72.01	73.90
Fire Chief	R		53.89	55.43	56.97	58.51	60.04	61.62	63.24	64.91	66.61	68.37	70.16	72.01	73.90
Library Director	R		53.89	55.43	56.97	58.51	60.04	61.62	63.24	64.91	66.61	68.37	70.16	72.01	73.90
Human Resources Manager	Q		51.30	52.77	54.24	55.71	57.16	58.67	60.21	61.79	63.42	65.09	66.80	68.56	70.37
Police Captain	O		46.14	47.46	48.78	50.10	51.42	52.77	54.16	55.58	57.04	58.54	60.08	61.66	63.29
Engineering Supervisor	M		40.99	42.15	43.32	44.50	45.67	46.87	48.10	49.37	50.66	52.00	53.36	54.77	56.21
PW Superintendent	M		40.99	42.15	43.32	44.50	45.67	46.87	48.10	49.37	50.66	52.00	53.36	54.77	56.21
Building Official	M		40.99	42.15	43.32	44.50	45.67	46.87	48.10	49.37	50.66	52.00	53.36	54.77	56.21
Librarian	L		38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
City Planner	L		38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
Accounting Supervisor	L		38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
IT Coordinator	L		38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
Community Development Coordinator	K		35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
Economic Development Coordinator	K		35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
Planning Coordinator	K		35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
GIS Coordinator	K		35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
Senior Accountant	J		33.24	34.20	35.16	36.10	37.05	38.03	39.03	40.05	41.11	42.19	43.30	44.43	45.61
Building Inspector	J		33.24	34.20	35.16	36.10	37.05	38.03	39.03	40.05	41.11	42.19	43.30	44.43	45.61
Community Services Officer Supervisor	I		30.67	31.55	32.42	33.30	34.17	35.07	35.99	36.94	37.91	38.91	39.93	40.98	42.06
Fire & Property Maintenance Inspector	I		30.67	31.55	32.42	33.30	34.17	35.07	35.99	36.94	37.91	38.91	39.93	40.98	42.06
Recreation Program Coordinator	I		30.67	31.55	32.42	33.30	34.17	35.07	35.99	36.94	37.91	38.91	39.93	40.98	42.06
Assistant to the City Administrator	H		28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
Records Supervisor	H		28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
Payroll Benefits Specialist	H		28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
Communications Coordinator	H		28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
IT Technician	H		28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53

Exhibit B

CITY OF FARIBAULT

ESTABLISHING COMPENSATION FOR PAID ON-CALL FIREFIGHTERS FOR 2022 - 2024

The compensation package for Paid On-Call Firefighters that are employed by the City of Faribault is as follows:

Section 1: The hourly compensation for a probationary Paid On-Call Firefighter is $15.13 per hour effective January 1, 2022, $15.44 per hour effective January 1, 2023 and $15.78 per hour effective January 1, 2024.

Section 2: The hourly compensation for a Paid On-Call Firefighter is $20.83 per hour effective January 1, 2022, $21.24 per hour effective January 1, 2023 and $21.72 per hour effective January 1, 2024.

Section 3: A Paid On-Call Firefighter will receive $200.00 per twelve months from December 1, 2021 to November 30, 2024 with an active EMT certification.

Section 4: A Paid On-Call Firefighter will receive annual years of service awards, as follows, if performance standards as set forth in Fire Department Policy AP-023 are met:

- 1-5 years of service: $1,000
- 6-10 years of service: $1,500
- 11-15 years of service: $2,000
- 16+ years of service: $2,500

Section 5: A Paid On-Call Firefighter will receive a two-hour minimum for all paged events.

Section 6: Each Paid On-Call Firefighter will be covered by a $25,000 life insurance policy obtained by the City of Faribault.

Exhibit C

CITY OF FARIBAULT POSITION CLASSIFICATION AND WAGE PLAN FOR 2022, 2023 & 2024 SEASONAL/TEMPORARY/PART-TIME/NON-BENEFITTED EMPLOYEES	
Group 1	
Concessions and Front Desk	$12.50 - 15.50
Library Mending Aide	$11.00 - 14.00
Library Page	$11.00 - 14.00
Youth Staff	$12.50 - 15.50
Circulation Desk Aide	$13.00 - 16.00
Youth Leaders	$12.75 - 17.00
Lifeguard and Swim Instructor	$12.75 - 16.00
Building Supervisor	$12.75 - 17.00
Recreation Supervisor	$13.00 - 17.00
Parks Seasonal	$13.00 - 17.00
Pool Manager	$13.00 - 17.00
Public Works Streets/Utilities/Wastewater Seasonal	$13.00 - 17.00
Interns - All Departments	$12.00 - 17.00
Water Fitness Instructor	$13.00 - 17.00
Aquatics Assistant	$13.00 - 17.00
Pool Maintenance	$13.00 - 17.00
Engineering Seasonal	$13.00 - 17.00
Skilled Instructors/Assistant/Official	
Election Judges	$13.00
Head Election Judges	$15.00
Youth Officials (All Sports 4th - 5th grades)	$12.50 - 16.00
Youth Officials (All Sports 6th - 7th grades)	$12.50 - 19.00
Aquatics Instructor/Trainer	$12.50 - 18.00
Swim Lesson Coordinator	$12.50 - 18.00
Group Exercise Instructor	$12.50 - 18.00
Taekwondo Instructor	$13.00 - 20.00
Volleyball Official (1 hr or 45 minute matches)	$14.00 - 25.00
Cub Football Official	$14.00 - 26.00/game
Athletic Officials/ Umpires (Certified)	$20.00 - 26.00/game
Enrichment	Negotiable
Music in the Park Coordinator	Negotiable
Youth Sports Director (All Sports)	Negotiable
At any time the Minnesota State minimum wage requirements are increased, any position that falls below the new minimum wage will be adjusted to the new rate.	

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Fourth Amendment to Tower Lease at 1225 Parshall St.

Background:

American Tower Corporation manages a radio tower for Verizon Wireless on City property at 1225 Parshall St. (water tower site) under a 30-year lease agreement that expires in 2025. The site currently generates a rent of $694.40/month or $8,332.80/year. The tower houses Verizon cellular equipment and radio equipment that is used by Public Safety, Emergency Services and Public Works. Verizon is looking to extend its current lease to improve the marketability of the site.

On December 2, 2021, Council discussed a lease extension. At the meeting, Council directed staff to draft a lease extension with American Tower. Since then, staff has worked with American Tower and the City Attorney to draft an extension with the following terms:

- Rent increased to $1,000/month.
- $10,000 one-time signing bonus.
- Rent to escalate by 2% per year.
- 10% per month of actual rent received future revenue share payment for each and any Cell Carrier Tenant co-locator added after execution.
- Six (6) additional lease periods of five (5) years each, commencing August 31, 2025

Recommendation:

Approve Fourth Amendment to Tower Lease at 1225 Parshall St.

Attachments:

1. Fourth Lease Amendment

THE FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **City of Faribault**, a Minnesota municipal corporation ("***Landlord***") and **Alltel Communications d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease dated September 6, 1995 (the "***Original Lease***") as amended by that certain 1st Amendment to Lease dated November 1, 2002 (the "***First Amendment***") as amended by that certain 2nd Amendment to Lease dated October 1, 2005 (the "***Second Amendment***") as amended by that certain Third Amendment to Lease dated July 12, 2012 (the "***Third Amendment***") (as the same may have been amended, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors , all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Ten Thousand and No/100 Dollars** (**$10,000.00**), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 31, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on September 1, 1995, and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on August 31, 2025. In addition to any

Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand and No/100 Dollars** (**$1,000.00**) per month (the "***Rent***"). Commencing on September 1, 2022, and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **two percent** (**2%**) of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF FARIBAULT MN**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Revenue Share**.

   a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord **ten percent** (**10%**) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the "***Additional Collocator***") subsequent to the Effective Date (any such amounts, the "***Collocation Fee***"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower) in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "***Tower***"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.

   b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant or American Tower of the first collocation payment paid by an Additional Collocator. In the

event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Leased Premises (such tower, the "***Tower***"), all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "***Existing Agreements***"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

5. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. Landlord hereby acknowledges and agrees that Tenant shall provide notice to Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant a memorandum of lease, as required for the use of the Leased Premises by Tenant. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Tower Load Study.** The Parties agree that Section 3 of the First Amendment is hereby amended and restated to state the following. In the event Tenant enters into a new collocation agreement with an Additional Collocator subsequent to the Effective Date of this Fourth Amendment, and before Tenant installs any expansion equipment ("***Expansion Equipment***"), Tenant at Tenant's sole expense, will (i) obtain a tower load study for Tenant's proposed installation ("***Load Study***") prepared by a qualified structural engineer, and (ii) furnish a copy of the Load Study to Landlord. If the Load Study recommends modifications to the tower to safely accommodate the Expansion Equipment, Tenant must make the recommended modifications before installing any Expansion Equipment. The decision to proceed with the installation of Expansion Equipment after receipt of the Load Study is at Tenant's sole discretion. Notwithstanding the language herein, the Parties acknowledge and agree that Verizon Wireless ("***Verizon***") is currently an active collocator on the tower, and the requirements related to such Tower Load Study shall not be applicable to Tenant as it relates to Verizon's use of the tower during Verizon's tenancy on the tower.

7. **Limited Right of First Refusal**. The Parties acknowledge and agree that Section 19 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as defined below) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**")or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

8. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien,

proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

9. **Notices**. The Parties acknowledge and agree that Section 21 of the Original Lease, Section 4 of the First Amendment, Section 3 of the Second Amendment, and Section 2 of the Third Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 208 1st Ave NW, Faribault, MN 55201; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11. **Governing Law**. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

12. **Waiver**. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

14. **Taxes**. The Parties acknowledge and agree that Section 18 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant.

15. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

LANDLORD:

City of Faribault,
a Minnesota municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

TENANT:

Alltel Communications d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Rice, State of Minnesota, and being known as
Rice County APN: 208 1st Ave NW, Faribault, MN 55201.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 1,344 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No: 417497
VZW Site No: 198191
Site Name: Faribault East (MWW) MN

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Kenneth Prince, Esq.
ATC Site No: 417497
ATC Site Name: Faribault East (MWW) MN
Assessor's Parcel No(s): 18.29.4.50.007

Prior Recorded Lease Reference:
Book _____, Page _____
Document No: 510799
State of Minnesota
County of Rice

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into as of the latter signature date hereof, by and between **City of Faribault**, a Minnesota municipal corporation ("***Landlord***") and **Alltel Communications d/b/a Verizon Wireless** ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease dated September 6, 1995 (the "***Original Lease***") as amended by that certain 1st Amendment to Lease dated November 1, 2002 (the "***First Amendment***") as amended by that certain 2nd Amendment to Lease dated October 1, 2005 (the "***Second Amendment***") as amended by that certain Third Amendment to Lease dated July 12, 2012 (the "***Third Amendment***") (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **American Tower**. Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2055. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal**. There is a right of first refusal in the Lease.

6. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

7. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 208 1st Ave NW, Faribault, MN 55201; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

City of Faribault,
a Minnesota municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Alltel Communications d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Rice, State of Minnesota, and being known as
Rice County APN: 208 1st Ave NW, Faribault, MN 55201.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 1,344 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:
American Tower
Attn: Land Management/Kenneth Prince, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 18.29.4.50.007

RESOLUTION AND CONSENT AFFIDAVIT

City of Faribault, a Minnesota municipal corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "***Affiants***") of the above referenced entity (the "***Landlord***"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Alltel Communications d/b/a Verizon Wireless** (the "***Tenant***") pursuant to that certain Lease dated September 6, 1995 (the "***Original Lease***") as amended by that certain 1st Amendment to Lease dated November 1, 2002 (the "***First Amendment***") as amended by that certain 2nd Amendment to Lease dated October 1, 2005 (the "S***econd Amendment***") as amended by that certain Third Amendment to Lease dated July 12, 2012 (the "***Third Amendment"***) (as the same may have been amended from time to time, collectively, the "***Lease***").

2. Landlord and Tenant desire to enter into an amendment of the Lease (the "***Amendment***") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.

3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
(Address) _____
_____
_____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Approve LG220 Application for Exempt Permit for Southern MN Rugby Football Association

Background:

City Staff received an LG220 Application for Exempt Permit from the Southern MN Rugby Football Association to conduct gambling at Tee Pee Tonka Park on August 13, 2022 as part of the Blue Collar BBQ Festival. If approved, Staff will forward the application to Minnesota Gambling Control Board for final approval.

Recommendation:

Approve LG220 Application for Exempt Permit

Attachments:

1. Rugby Application

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Southern MN Rugby Football Assoc

Previous Gambling Permit Number: [redacted]

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: [redacted]

Mailing Address: 8161 33rd Ave S Unit 707

City: Bloomington State: MN Zip: 55425 County: Hennepin

Name of Chief Executive Officer (CEO): Nathaniel Redlin

CEO Daytime Phone: 612-396-1795 CEO Email: _____

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): Rugbycoach1000@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): TeePee Town Park

Physical Address (do not use P.O. box): 3rd Ave NE

Check one:

☒ City: Faribault Zip: 55021 County: Rice

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 13, 2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☒ Pull-Tabs ☐ Tipboards

☐ Raffle **(total value of raffle prizes awarded for the calendar year, including this raffle: $_____)**

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Approve LG230 Application to Conduct Off-Site Gambling for Faribault Wrestling

Background:

City Staff received an LG230 Application to Conduct Off-Site Gambling from Faribault Wrestling. Faribault Wrestling applied to sell pull-tabs from August 19, 2022-August 28, 2022 at the State Ameture Baseball Tournament. If approved, Staff will forward the application to the Minnesota Gambling Control Board for final approval.

Recommendation:

Attachments:

1. Faribault Wrestling Association

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Faribault Wrestling License Number: [redacted]

Address: PO Box 704 City: Faribault, MN Zip: 55021

Chief Executive Officer (CEO) Name: Jamie Hausen Daytime Phone: 612-799-9550

Gambling Manager Name: Jason Tobin Daytime Phone: 507-838-8681

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 08 / 19 / 22 to 08 / 28 / 22

Check the type of games that will be conducted:

☐ Raffle ☑ Pull-Tabs ☐ Bingo ☐ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Bell Baseball Field

Street address and
City (or township): 1830 2nd Ave NW, Faribault Zip: 55021 County: Rice

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☑ **Yes** If yes, a lease is not required.

☐ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: $ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

[redacted]

[redacted]

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: Faribault	County Name:
Date Approved by City Council: June 28, 2022	Date Approved by County Board:
Resolution Number: (If none, attach meeting minutes.)	Resolution Number: (If none, attach meeting minutes.)
Signature of City Personnel:	Signature of County Personnel:
Title: Assistant to the City Administrator Date Signed: June 28, 2022	Title: Date Signed:
Local unit of government must sign.	TOWNSHIP NAME:
	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)
	Print Township Name:
	Signature of Township Officer:
	Title: Date Signed:

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Jamie Hansen — **Signature of CEO (must be CEO's signature; designee may not sign)**

6/24/22 — Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-13 Amend the Faribault Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit - Second Reading

Background:

On May 25, 2022, the City Council approved the first reading of Ordinance 2022-13 amending the Faribault City Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit. The City's MS4 permit, which is a required permit administered by the MN Pollution Control Agency (MPCA) and mandated by the Federal EPA, expired in 2018 and was reissued in 2020. The City received approval of the City's renewal application in October 2021 and has 12 months from that date to update City ordinances/policies/etc to be in permit compliance. Attached are the proposed ordinance changes required to be adopted by the City Council in order for the City to become MS4 permit compliant.

Since the first reading of Ordinance 2022-13, the City has received no comments.

Recommendation:

Approve Ordinance 2022-13 on Second Reading

Attachments:

1. Ordinance 2022-13 Amend the Faribault Code of Ordinances related to the City's Municipal Separate Storm Sewer System (MS4) Permit

CITY OF FARIBAULT
ORDINANCE No. 2022-13

AMEND THE FARIBAULT CODE OF ORDINANCES RELATED TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

WHEREAS, Minnesota Administrative Rules, Chapter 7090 requires that the City of Faribault have a Municipal Separate Storm Sewer System (MS4) General Permit; and

WHEREAS, City staff worked with Minnesota Pollution Control Agency (MPCA) staff to ensure that the Faribault Code of Ordinances, as amended by this ordinance, is consistent with the current (2020) MS4 General Permit requirements; and

WHEREAS, the Planning Commission, on May 16, 2022, following proper notice, held a public hearing regarding the proposed ordinance amendments; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council amend the Faribault Code of Ordinances related to the City's MS4 General Permit requirements based on the following written findings:

1. The amendments are consistent with the City's Journey to 2040 Comprehensive Plan policies, which acknowledge the importance of proper stormwater management.

2. The amendments are in the public interest and are not solely for the benefit of a single property owner. The proposed amendments will help control and manage stormwater throughout the city and help protect the public's health, safety, and welfare.

3. The amendments will help protect public and private property in the city from uncontrolled stormwater runoff.

4. The amendments will help ensure that stormwater runoff will not diminish the public's enjoyment and use of the city's natural resources.

WHEREAS, the City Council held a public meeting on May 25, 2022, to consider approval of the first reading of Ordinance 2022-13; and

WHEREAS, the City Council also held a public meeting on June 28, 2022, to consider approval of the second reading of Ordinance 2022-13; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the Faribault City Council concurs with the written findings of the Planning Commission as stated in the above recitals and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals. This ordinance incorporates the above-stated recitals and findings, which are the written findings of the Faribault City Council.

Section 2: Amendment to Chapter 28, Article VII, Stormwater Pollution and Prevention and Wetland Protection. The Faribault City Council hereby amends Chapter 28, Article VII, of the Faribault Code of Ordinances by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

ARTICLE VII. STORMWATER POLLUTION PREVENTION AND WETLAND PROTECTION[1]

Sec. 28-220. Purpose of article.

The purpose of this article is to control or eliminate stormwater pollution along with soil erosion and sedimentation within the city through requirements and standards for conservation practices and planning activities. This article also regulates wetlands and the areas around wetlands. Wetlands maintain the water quality and are critical to stormwater management.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. 28-221. – Incorporation by reference.

The following are incorporated into this chapter by reference:

(1) The National Pollutant Discharge Elimination System, MN R100001 (NPDES General Stormwater Permit for Construction Activity) issued by the Minnesota Pollution Control Agency, as amended.

(2) The City of Faribault's Municipal Separate Storm Sewer System (MS4) Permit issued by the Minnesota Pollution Control Agency, as amended.

(3) The City of Faribault's Developer's Guidelines for Stormwater Management.

(4) The City of Faribault's Surface Water Management Plan.

Sec. ~~28-221~~ 28-222. Definitions.

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

Applicant means any person, entity or group that applies to the city for a building permit, subdivision approval, or a grading permit. Applicant also means that person or entity's agents, employees, contractors, subcontractors and others acting under the person, entity or group's direction.

Best management practices or *BMPs* means erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction phasing, minimizing the length of time soil areas are exposed, prohibition of practices, and other

management practices published by state or designated area-wide planning agencies.

Common plan of development or sale means a contiguous area where multiple separate and distinct land disturbance activities may be taking place at different times, or on different schedules, but under one proposed plan of development.

Developer's Guide means the standards adopted and amended from time to time by resolution of the Council which provide information and establish standards, specifications, and details for the construction of public and private improvements, as on file with the City Engineer.

Discharge means the release, conveyance, channeling, runoff, or drainage of stormwater including snow melt, from a construction site.

Energy dissipation means methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to, aprons, riprap, splash pads and gabions that are designed to prevent erosion.

Erosion means any process that wears away the surface of the land by the action of water, wind, ice or gravity. Erosion can be accelerated by the activities of people or nature.

Erosion control means the methods employed to prevent erosion. Examples include soil stabilization practices, horizontal slope grading, temporary or permanent cover, and construction phasing.

FEMA means the Federal Emergency Management Agency.

Final stabilization means that all land disturbance activities on the site have been completed, and that a uniform (evenly distributed, without any large bare areas) perennial vegetative cover with a density of seventy-five (75) percent of the total of all unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures have been employed. The sowing of grass seed is not considered to be final stabilization. Where agricultural land is involved, final stabilization shall require that the site be returned to its preconstruction agricultural use.

Grading permit means a written warrant or license granted by the city to allow land disturbance activities.

Impaired water means all bodies of water that are listed on the Minnesota Pollution Control Agency's List of Impaired Waters.

Impervious surface means a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than existed prior to any development of the property. Examples include, but are

not limited to, rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

Land disturbance activity/activities means any activity or activities on a site that may result in soil erosion from water or wind. It shall also mean any movement of sediments upon lands or into or upon waters within the city's jurisdiction, including construction, clearing and grubbing, grading, excavating, transporting and filling of land. Within the context of this article, land disturbance activities shall not include:

(1) Activities such as home gardens or residential landscaping, or other repairs or maintenance work that creates less than five thousand (5,000) square feet of exposed soil or impervious surface;

(2) Additions or modifications to an existing single family structure that results in creating less than five thousand (5,000) square feet of exposed soil or impervious surface;

(3) The construction, installation, and maintenance of fences, signs, posts, poles, and electric, telephone, cable television, utility lines or individual service connections to these utilities, which result in creating less than five thousand (5,000) square feet of exposed soil or impervious surface;

(4) The tilling, planting, or harvesting of agricultural, horticultural, or silvicultural crops; and

(5) Emergency work performed in order to protect life, limb, or property. If SWPPP would have been required for the emergency work pursuant to this article, then the disturbed land area shall be shaped and stabilized in accordance with the requirements set forth in this article as soon as possible after the emergency situation is under control.

MnDOT means the Minnesota Department of Transportation.

MPCA means the Minnesota Pollution Control Agency.

Native vegetation means plant species indigenous to or naturalized to Minnesota and classified as native to Minnesota by the Minnesota Department of Natural Resources.

New Development means any site with less than 15% of existing impervious prior to the commencement of construction activity.

NPDES General Stormwater Permit for Construction Activity means the National Pollutant Discharge Elimination System General Stormwater Permit for Construction Activity as required by the Minnesota Pollution Control Agency.

Ordinary high water level means the boundary of water basins, watercourses, public waters, and public waters wetlands, and:

(1) The ordinary high water level is an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial;

(2) For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel; and

(3) For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved, including adjacent sidewalks.

Redevelopment means any site with more than 15% of existing impervious surfaces prior to the commencement of construction activity.

Sediment means the product of an erosion process which consists of solid material that may be mineral or organic that is in suspension, is being transported, or has been moved by water, wind, or ice, and has come to rest on the earth's surface either above or below the water level.

Sedimentation means the process or action of depositing sediment.

Sediment control means the methods employed to prevent sediment from leaving the site. Examples of sediment control practices are silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins.

Soil means the unconsolidated mineral or organic material on the immediate surface of the earth. For the purposes of this article, temporary stockpiles of clean sand, gravel, aggregate, concrete or bituminous materials are not considered soil.

Stabilized or *stabilization* means the exposed ground surface, after it has been covered by sod, an erosion control blanket, riprap, pavement or other material that prevents erosion. Simply sowing grass seed is not considered stabilization.

Steep slope means any slope steeper than fifteen (15) percent of rise for every one hundred (100) feet of horizontal run.

Stormwater shall mean any precipitation runoff, stormwater runoff, snow melt off, and any other surface runoff and drainage.

Stormwater pollution prevention plan or *SWPPP* means a plan for stormwater drainage that includes erosion prevention measures and

sediment controls that, when implemented, will minimize soil erosion on a site and minimize off-site non-point pollution to the maximum extent possible.

Structure means any improvement that is manufactured, constructed or erected which is normally attached to or positioned on a site, including, but not limited to, portable structures, earthen structures, roads, parking lots and paved storage areas.

Subdivision shall mean land that is divided for the purpose of sale, rent, or lease, including a planned unit development.

Very steep slope means any slope steeper than one foot of rise for each three (3) feet of horizontal run (a slope of thirty-three (33) percent).

Waters of the state shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

Wet detention facilities means permanent man-made structures that contain permanent pools of water that are used for the temporary storage of stormwater runoff.

Wetlands shall mean those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:

(1) A predominance of hydric soils;

(2) Inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and

(3) Under normal circumstances support a prevalence of such vegetation.

Wetland buffer strip means a protective vegetated zone located adjacent to a water of the state or a wetland, that is subject to direct or indirect human alteration. A wetland buffer strip is an integral part of protecting an aquatic ecosystem of a body of water by trapping sheet erosion, filtering pollutants, reducing channel erosion and providing adjacent habitat.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-222~~ 28-223. Scope of article.

Except in instances where a variance from this article is granted by the city, any applicant proposing a land disturbance activity within the city that is ~~one-half (½)acre~~ 5,000 square feet or greater shall apply to the city for a grading permit and shall submit a grading plan with the application. Except in instances where a variance from this article is granted by the city, any applicant proposing a land disturbance activity within the city that is one acre or greater, shall apply to the city for a grading permit and shall submit a grading plan and a SWPPP with the application. No land shall be disturbed until the grading plan and SWPPP, if required, is approved by the city engineer or his or her designee and the grading permit is issued.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-223~~ 28-224. Swppp and grading permit application submittal procedures.

Every applicant performing a land disturbance activity that requires a SWPPP must submit a SWPPP and grading plan along with a completed grading permit application to the city for review. The city shall not issue any grading permit, approve any land use application or issue any building permit until the grading permit application, including the grading plan and SWPPP, if required or a variance from the requirements of this Code have been approved in strict conformance with this article the most current version of the City's MS4 permit, the City's Surface Water Management Plan and the City's Developer's Guidelines for Stormwater Management. All land use approvals and building permits for the site in question must not be issued until the applicant has received approval of its grading permit application, including the grading plan and SWPPP, if required by the city engineer or his or her designee.

Individual lots in a common plan of development or sale shall be subject to the requirements of this article and the NPDES General Stormwater Permit for Construction Activity~~, but shall not be required to obtain individual grading permits for each lot, so long as a grading permit has been issued for the entire common plan of development or sale~~.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-224~~ 28-225. Grading permit review and issuance.

The city engineer or his or her designee shall review the applicant's grading permit application, grading plan and SWPPP, if required. The grading

permit shall be issued by the city engineer or his or her designee to the applicant upon approval of the application if all requirements of this article and the City's Developer's Guidelines for Stormwater Management are met.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-225~~ 28-226. Grading plan contents.

The grading plan, if required, must include all of the items that are specified in section ~~27-230~~ 28-231 and the City's Developer's Guidelines for Stormwater Management.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-226~~ 28-227. Swppp contents.

At a minimum, the applicant's SWPPP must include all items as required by the NPDES General Stormwater Permit for Construction Activity and the City's Developer's Guidelines for Stormwater Management. ~~and shall contain the following information:~~

~~(1) The name and address of the applicant;~~

~~(2) A legal description of the site;~~

~~(3) A map of all adjacent areas to the site that identifies all waters of the state, subdivisions, roads, utilities and other areas which might be affected by the land disturbance activity. If SWPPP involves directing some or the entire site's runoff to adjacent properties, the applicant shall obtain from adjacent property owners any necessary easements to permit the runoff to flow onto their properties;~~

~~(4) A map of the existing site conditions that includes the existing topography of the site, the location of any steep and very steep slopes, the location of existing drainage systems and patterns, the types of soils, the location of any waters of the state, the location of any vegetative cover, the location of any one hundred (100) year floodplain boundaries and the locations of any existing and proposed wetland buffer strips;~~

~~(5) A description of the project, including the nature and purpose of the land disturbance activity and a description of the grading work, utility work, and building construction involved;~~

~~(6) A schedule of the start and completion dates of each land disturbance activity on the site, including the estimated dates of installation of the required erosion prevention measures for each phase and the construction schedule;~~

~~(7) A site construction plan that includes the location of the proposed land disturbance activities and any stockpile locations;~~

~~(8) A designation of the site's areas that have the potential for serious erosion problems;~~

~~(9) A description of the proposed erosion and sediment control measures to be undertaken, including the methods that will be used to control erosion and sedimentation on the site, both during and after construction;~~

~~(10) A description of the proposed permanent stabilization measures to be taken, including stabilization specifications, time frames and schedules;~~

~~(11) The location of all existing and proposed permanent and temporary sedimentation basins;~~

~~(12) A description of the method to be used to dispose of temporary erosion and sediment control measures;~~

~~(13) A description of the method to be used to maintain the temporary and permanent erosion and sediment controls;~~

~~(14) A description of the method to be used to collect and dispose of sediment and floating debris; and~~

~~(15) A street sweeping schedule for the site.~~

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-227~~ 28-228. SWPPP performance standards.

At a minimum, stormwater pollution prevention practices set forth in the SWPPP and all work on the site must conform to the requirements as stated in the most current versions of the NPDES General Stormwater Permit for Construction Activity for erosion, sediment, and waste controls, the most current version of the City's MS4 permit, the City's Surface Water Management Plan and the City's Developer's Guidelines for Stormwater Management, ~~the MPCA publication "Protecting Water Quality in Urban Areas"~~ and the MnDOT publication "Standard Specifications for Construction". ~~In addition, all SWPPPs shall meet all of the following requirements:~~

~~(1) All grading plans and building site surveys must be reviewed by the city engineer or his or her designee for the effectiveness of erosion control measures in the context of the site's topography and drainage;~~

(2) The site's activities shall be scheduled so that they lessen impacts on the creation of erosion and sedimentation creation, by minimizing the amount of exposed soil;

(3) All exposed soils and soil stockpiles must be stabilized at all times in accordance with the time frame or schedule that is specified in the SWPPP;

(4) The construction and stabilization of any steep or very steep slope must be designed by a licensed professional engineer;

(5) All permanent vegetation must be established in accordance with the time frame or schedule that is specified in the SWPPP;

(6) Sediment damage to adjacent properties, waters of the state, wetlands and unique vegetation (such as historical specimen trees or plant communities, plants on the limits of their natural range, and canopy trees or shrubs that protect rare or endangered plants growing under them) shall be prevented;

(7) Sufficient silt fences shall be installed to hold all sheet flow runoff generated at an individual site, until it can either infiltrate or seep through silt fence's pores;

(8) Precautions must be taken to contain sediment, when working in or crossing waters of the state or wetlands;

(9) All outlets to waters of the state or wetlands must be stabilized within the timeframes as specified in the NPDES General Stormwater Permit for Construction Activity;

(10) Accelerated channel erosion must not occur at any time;

(11) Stormwater runoff from the site shall be controlled as follows:

(a) Unless precluded by heavy snow cover, all exposed inactive disturbed soil areas shall be stabilized with sod or weed free anchored mulch according to timeframes as specified in the most current version of the NPDES General Stormwater Permit for Construction Activity.

(b) Temporary sedimentation basis are required for disturbed areas greater than ten (10) acres. Temporary sedimentation basins must meet the location and design requirements as set forth in the most current version of the NPDES General Stormwater Permit for Construction Activity. Impaired waters and special waters may have additional specific requirements regarding temporary sedimentation basins that must be followed.

(c) Temporary sedimentation basins are encouraged, but not required for disturbed areas less than ten (10) acres, unless

otherwise required by the city engineer or his or her designee. However, the applicant shall still be responsible for installing erosion and sediment controls at locations specified in its SWPPP.

(12) Where a site's ultimate development replaces surface vegetation with one or more acres of impervious surface and all stormwater runoff has not been accounted for in the SWPPP, the stormwater runoff must be discharged to a wet sedimentation basin or by an other approved method prior to entering any waters of the state;

(13) At a minimum, stormwater wet detention facilities must conform to the most current technology as reflected in the MPCA's publications, "Protecting Water Quality in Urban Areas" and "The Minnesota Stormwater Manual" and the requirements found in the most current version of the NPDES General Stormwater Permit for Construction Activity.

(14) All storm drain inlets must be protected during construction on the site with either catch basin debris catchers or similar measures which allow for emergency overflow situations and they meet accepted design criteria, standards and specifications set forth by the city and MnDOT's most current standard specifications for construction;

(15) All city storm sewers must be protected from sediment by utilizing inlet controls that are approved by the city engineer or his or her designee;

(16) Private and public utility construction areas must be restabilized as soon as possible;

(17) All paved roads must be protected from sediment and mud that is brought in from access routes. All construction entrances to the site shall contain temporary rock, stone pads, concrete or steel wash pads or equally effective means of preventing vehicles from tracking sediment from the site. All stabilized construction entrances shall be built to MnDOT and city specifications. This material shall be in place prior to the commencement of grading activities on the site;

(18) Streets must be cleaned and swept whenever tracking of sediments occurs and before site work is idle for a period of more than twenty-four (24) hours;

(19) All waste and unused materials (including, but not limited to, garbage, debris, cleaning wastes, wastewater, toxic materials or hazardous materials) shall be properly disposed of and not allowed to be carried off site by storms, wind, etc.;

~~(20) The applicant must properly install all erosion and sediment control BMP's before any construction activity begins. Such erosion and sediment control BMP's may be adjusted after installation during dry weather to accommodate short-term activities, such as those allowing the passage of very large vehicles. As soon as this activity is completed or before the next runoff event occurs, the erosion and sediment control BMP's must be returned to the configuration specified in SWPPP;~~

~~(21) Stormwater runoff around disturbed areas or channels must be protected; and~~

~~(22) Water removed from the site by pumping that is impacted by the construction activities must be treated by temporary sedimentation basins, silt sock, geotextile filters, grit chambers, sand filters, up-flow chambers, hydro-cyclones, swirl concentrators, vegetated swales or other appropriate controls. No water shall be discharged in a manner that causes erosion or flooding of the site, receiving channels, adjacent property or a wetland using methods for energy dissipation.~~

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-228~~ 28-229. Permanent structural best management practices.

(1) The applicant shall use permanent structural best management practices in order to achieve the applicable minimum control requirements for water quality ~~as specified by the most current version of the NPDES General Stormwater Permit for Construction Activity~~. The applicant shall provide justification for the best management practice(s) selected.

(2) The applicant shall install or construct all permanent stormwater management facilities in accordance with the most current version of the City's MS4 permit, the City's Surface Water Management Plan and the City's Developer's Guidelines for Stormwater Management ~~necessary to manage increased runoff so that the peak stormwater discharge rates from the stormwater treatment basins do not exceed the predevelopment twenty-four (24), two (2) year, ten (10) year and one hundred (100) year peak stormwater discharge rates. The predevelopment stormwater discharge rates shall be based on the use of the property during the past ten (10) years. All calculations and information used to determine the peak stormwater discharge rates shall be submitted by the applicant with the grading permit application. Accelerated channel erosion must not occur as a result of the proposed land disturbing or development activity~~. In lieu of installing all or a

portion of the required permanent stormwater management facilities, an applicant may agree to make an in-kind or monetary contribution to the development and maintenance of a community stormwater management facility that is designed to serve multiple properties that shall be addressed as part of a development agreement.

~~(3) The following permanent stormwater management practices must be investigated in developing the stormwater management portion of the SWPPP:~~

~~(a) Protect and preserve as much natural or vegetated area on the site as possible;~~

~~(b) Minimize impervious surfaces;~~

~~(c) Direct runoff to vegetated areas rather than to adjoining streets, storm sewers and ditches;~~

~~(d) Flow attenuation of treated stormwater by the use of open vegetated swales and natural depressions;~~

~~(e) Utilize stormwater wet detention facilities (including percolation facilities); and~~

~~(f) Reduce the need for permanent stormwater management facilities by incorporating the use of natural topography and land cover such as natural swales and depressions as they existed prior to the land disturbance activities to the degree that they can accommodate the additional flow of treated water without compromising the integrity or quality of the body of water.~~

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-229~~ 28-230. Minimum design standards for permanent stormwater facilities.

(1) Permanent stormwater facilities must incorporate the most current technology as reflected in the current version of the ~~MPCA publications "Protecting Water Quality in Urban Areas" and the~~ "Minnesota Stormwater Manual" and the current design requirements set forth in the NPDES General Stormwater Permit for Construction Activity, and the most current version of the City's MS4 permit, the City's Surface Water Management Plan and the City's Developer's Guidelines for Stormwater Management.

(2) A permanent stormwater facility's design shall take into account seasonal changes that may affect system function, such as infiltration capabilities during frozen winter months and must be designed so that proper treatment can still be achieved during these times.

(3) Long-term inspection and maintenance plans for privately-owned permanent stormwater management facilities are required and must be in conformance with the City's Developer Guidelines for Stormwater Management and Surface Water Management Plan. ~~They must be submitted with the grading permit application to the city for review and approval.~~

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-230~~ 28-231. Grading performance standards.

(1) At a minimum, grading practices must conform to the grading performance standards as stated in the most current City's Developer's Guidelines for Stormwater Management.

(2) Upon completion of project grading, areas to be dedicated to the city for park purposes shall be left in an acceptable condition. The parks and recreation director or his or her designee shall inspect the area(s) before final acceptance by the city. Grading requirements for the park area are as follows:

(a) The park must be graded to a condition in order to permit mowing that is of a grade that is not rough or uneven. All clods of soil, rocks, sticks and brush must be removed;

(b) There must be at least six (6) inches of topsoil over the entire area;

(c) Drainage must be provided from the area; and

(d) If the park abuts a street, a four (4) foot perimeter must be sodded. The remaining disturbed park area must be stabilized with disc-anchored mulch and seeded with MnDOT seek mix 260 or its equivalent.

~~(2)~~ (3)The city shall perform a grading inspection before preparation of any required as-built plan. The city shall issue a punch list to the applicant of any items requiring corrective action, if necessary. Punch list items shall be completed by the applicant and approved by the city prior to submitting any required as-built plan.

~~(3)~~(4) Upon completion of project grading of one acre or greater, the applicant shall submit to the city electronic files of the as-built drawing of the project in AutoCAD drawing (.dwg) and text file (.txt) format for its review and approval. The as-built drawings and digital files shall meet the requirements of the City's Developer's Guidelines for Stormwater Management or as required by the City Engineer. ~~The text file shall including a northing, easting, description and elevation for each point. The drawing shall be based on the current Rice County coordinate system and be 1"=50' scale or larger. No building permits will be issued~~

~~until the as-built drawing has been approved by the city. Information on the as-built drawing must include the following information:~~

~~(a) Contact information for the engineering firm, developer, owner and contractor;~~

~~(b) A north arrow;~~

~~(c) A location map indicating the vicinity of the site;~~

~~(d) Two (2) foot contour information that includes contour labeling and extends a minimum of two hundred (200) feet beyond the property boundary that shows features such as buildings, structures, walls, trees, fences, etc., and any hydrologic features such as wetlands, ponds, lakes and streams that are wholly or partially encompassed by the project perimeter;~~

~~(e) Directional arrows to indicate the site and lot drainage directions;~~

~~(f) Detailed information on stormwater ponds, wetlands, lakes and streams which must include the following:~~

~~i. The normal water elevation and one hundred (100) year design storm high water level;~~

~~ii. The ordinary high water level for all wetlands on the site, if available;~~

~~iii. Whether the streams on the site are protected by the Department of Natural Resources;~~

~~iv. Wetland delineations for any wetlands on the site along with the location of any required wetland buffer monument;~~

~~v. Constructed stormwater pond cross sections showing the depth in feet; and~~

~~vi. The location of any FEMA floodplain or floodway as shown on the most current FEMA Flood Insurance Rate Maps that is located on the site.~~

~~(g) If the property involves more than one lot, information on the individual lots, which must include the following:~~

~~i. The type of structure;~~

~~ii. The lowest ground elevation adjacent to the building;~~

~~iii. Lot corner spot elevations;~~

~~iv. Mid-point side lot spot elevations;~~

~~v. Spot elevations at any high points or drainage breaks;~~

~~vi. Spot elevations where drainage swales intersect lot lines; and~~

~~vii. Spot elevations where drainage and utility easements intersect with lot lines;~~

~~(h) All existing and proposed easements and outlots;~~

~~(i) All adjacent plats, parcels, property lines, section lines, streets and underground utilities (both public and private); and~~

~~(j) Other items as required by the city.~~

~~(4)~~(5) Failure by the applicant to complete and submit the required as-built drawing shall result in the city completing the as-built drawing and deducting the costs of preparing the drawing from the applicant's financial security.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-231~~ 28-232. Wetlands and wetland buffer strips.

In order to protect all wetlands, this article incorporates by reference the Minnesota Wetland Conservation Act of 1991, M.S. §§ 103G.222—103G.2373 (hereinafter referred to as the "WCA") and any future amendments to the WCA adopted by the legislature. The City's standards for wetlands and wetland buffer strips must meet the minimum conditions included in the City's Developer's Guidelines for Stormwater Management. Any activities with respect to wetlands that are exempted from the provisions of the WCA may in some instances not be exempted from the requirements of this article or the City's Developer's Guidelines for Stormwater Management. The provisions of this article and the City's Developer's Guidelines for Stormwater Management pertain to all wetlands within the city, including any that are regulated by other entities.

(1) *Minimum protections for wetlands during construction on the site:*

(a) Any runoff from the site must not be discharged directly into any wetland without appropriate quality and quantity stormwater runoff control, depending on the individual wetland's sensitivity classification as determined by the board of soil and water resources.

(b) All work by the applicant in and around wetlands must be conducted using the following standards: avoid activities that may directly or indirectly destroy or diminish the wetland; limit the degree or magnitude of the wetland-related activity; repair, rehabilitate, or restore the affected wetland environment with one wetland of at least equal value; perform preservation and maintenance operations on the wetland throughout any activity on the site.

(c) The Minnesota Pollution Control Agency's Stormwater Best Management Practices shall be adhered to at all times during the construction process in order to avoid any erosion and sedimentation to the wetland.

(2) *Assessment of wetlands and wetland buffer strips:*

(a) It is the responsibility of the applicant to determine whether a wetland exists on a site or a structure setback from a wetland on an adjacent property is required. The applicant must delineate and document the boundaries of any wetlands on the site in a report in accordance with the WCA requirements. For applications involving property containing a wetland submitted after the date this article is effective and unless otherwise exempted, a permanent wetland buffer strip must be maintained around each wetland located on or adjacent to the site along with structure setbacks required by this article.

(b) The type of wetland buffer strip that is required shall be determined by the functional value of the wetland through the results of a Minnesota Routine Assessment Method ("MNRAM") assessment that shall be conducted by the applicant. Wetlands are classified as high, medium, or low quality based on the MNRAM assessment.

(3) *Required submittals.* When a wetland buffer strip is required by this article, the following must be delivered to the city before the city will issue any building permits for the site:

(a) Reports of the applicant's MNRAM assessment and wetland delineation for the site;

(b) An executed conservation easement in favor of the city for protection of the wetlands and wetland buffer strips on the site. The easement must legally and geographically describe the boundaries of the wetlands and wetland buffer strips, wetland buffer strip markers and their locations and prohibit any structures, paving, mowing, introduction of non-native vegetation, cutting, filling, dumping, yard waste disposal, fertilizer application or removal of the wetland buffer strip markers within the wetland buffer strip or the wetland;

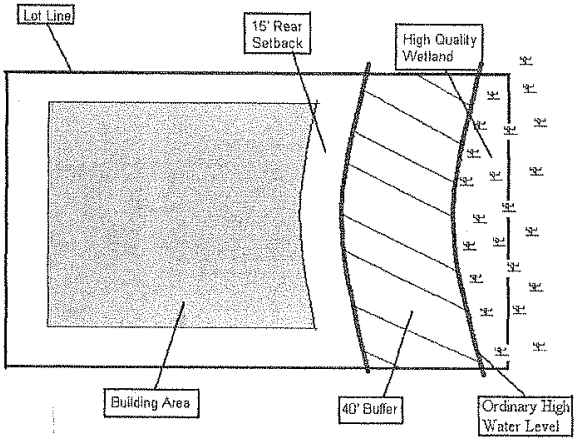
(c) Evidence that the easement document was recorded in the Rice County recorder's office along with a duplicate original of the easement document; and

(d) Proof that the wetland buffer strip markers have been installed.

(4) *Determination of required wetland buffer strips and structure setbacks.* The wetland buffer strips required for each wetland shall be measured from the ordinary high water level in cases involving wetlands and the top of the bank of the channel in cases involving rivers and streams. The structure setbacks shall be measured from the outer edge of the wetland buffer strip to the structure. The required dimensions for all wetland buffer strips and structure setbacks are listed below. The wetland buffer strip's width may be adjusted along the wetland's boundaries so long as the width does not fall below the minimum width required by this article. Publicly owned trails for educational and recreational purposes may be included as part of the wetland buffer strip's width calculations.

MNRAM Wetland Classification	High Quality	Medium Quality	Low Quality
Wetland buffer strip minimum width:	40 feet	25 feet	15 feet
Minimum structure setback: (from the outer edge of the wetland buffer strip)	15 feet	15 feet	15 feet

Example of wetland buffer strip and minimum structure setback requirements as applied to a high quality wetland:



(5) *Property exempt from wetland buffer strip and setback requirements.* Wetland buffer strips and setbacks are not required for wetlands on or adjacent to sites where the WCA would exempt the draining or filling of the wetland from the replacement plan requirements. Wetland buffer strips and setbacks shall also not be required for roadways that must be aligned either adjacent to or across a wetland and are subject to WCA replacement requirements where additional wetland filling would be required to create a

wetland buffer strip. Public trails shall also be exempted from the wetland buffer strip and setback requirements. The required wetland buffer strip structure setback for all other roadways, private trails, parking lots and related retaining walls and fences shall be five (5) feet from the wetland buffer strip.

(6) *Septic and soil absorption system setback requirements.* All septic and soil absorption systems on the site must be set back a minimum of fifty (50) feet from any boundary of the wetland. For purposes of determining this setback, the boundary of the wetland shall be determined by the MNRAM assessment.

(7) *Wetland buffer strip markers.* All wetland buffer strips shall be equipped with permanent markers in order to identify the boundary of the wetland buffer strip on each lot. One marker shall be placed per lot at the upslope edge of the required wetland buffer strip and placed every two hundred (200) feet and on all common lot lines. The marker may be purchased from the city at cost and must be installed before building permits are issued.

(8) *Wetland buffer strip vegetation requirements.* Where acceptable predevelopment natural vegetation exists in a wetland buffer strip, the retention of that vegetation in an undisturbed state shall be required. A wetland buffer strip has acceptable natural vegetation if it has a continuous, dense layer of perennial grasses, trees, and/or shrubs that have been uncultivated or unbroken for at least ten (10) consecutive years.

(9) *Encroachment into wetland buffer strips and wetlands.* All wetland buffer strips and wetlands must be kept free of all structures, including, but not limited to, fences and play equipment and shall stay in an undisturbed state. Patios and decks may encroach up to a maximum of six (6) feet into wetland buffer strip setback areas. Porches shall not encroach into wetland buffer strip setback areas. All structures on a site that are intended to provide access across a wetland (such as boardwalks) are prohibited on a wetland buffer strip or wetland unless a wetland permit is obtained from the Rice County Soil and Water Conservation District. Wet detention facilities may encroach into wetland buffer strips, provided that the amount of the wetland buffer strip encroached upon does not exceed fifty (50) percent of the total area required for such ponding, and provided that the amount of wetland buffer strip encroached upon does not exceed fifty (50) percent of the total area required for the wetland buffer strip with the exception of instances where two (2) cell water quality ponding that is approved by the city is utilized.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-232~~ 28-233. Maintenance requirements.

The applicant shall be responsible at all times for the maintenance and proper operation of all erosion prevention, ~~and~~ sediment, and waste control measures. The applicant shall also inspect, maintain and repair all disturbed surfaces, erosion prevention measures, sediment and waste control measures and soil stabilization measures on the site at least once every seven (7) days and within twenty-four (24) hours after every storm or snow melt large enough to result in runoff from the site (approximately one-half (½) inch or more in a twenty-four (24) hour period) until the land disturbance activity has ceased. Inspections need to only occur once per month during winter months during conditions when the ground is frozen, provided that any snow melt inspections are still completed. Thereafter, the applicant shall continue to perform these responsibilities at least once every seven (7) days until final stabilization. The applicant shall maintain a record of all of its activities required by this article for inspection by the city upon request. All inspections and maintenance shall conform to the requirements as outlined in the NPDES General Stormwater Permit for Construction Activity.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-233~~ 28-234. Inspection.

The applicant shall allow the city engineer or his or her designee access to the site at all times for the purposes of inspection in order to ensure compliance with the SWPPP, the NPDES General Stormwater Permit for Construction Activity and requirements of this article. The city's inspections shall include reviewing the location, maintenance and effectiveness of any best management practices and reviewing the applicant's weekly inspection records. If, upon inspection of the site, the city finds that any private stormwater management facilities or erosion prevention and sediment control measures require maintenance, repair or replacement, but such deficiencies do not create a critical or imminent threat to adjacent properties, the environment, or other stormwater facilities, the applicant shall be sent a written notice that includes the city's findings, what actions are required to correct the situation and date or dates by which such actions must be completed. If the applicant does not complete the necessary activities stipulated by the city in the notice by the date(s) set forth in the notice, the city council, after notice and a public hearing, may order that such activities be completed by the city or its designated contractor and that all costs associated with such activities be charged to the applicant and may be drawn from the financial security. If the financial security is insufficient, the amount incurred by the city that is outstanding may be assessed by the

city council by levying the amount upon the properties benefiting from and utilizing the stormwater facilities that were maintained, repaired or replaced by the city. This amount may be certified by the city to the county auditor of Rice County, Minnesota, and shall be collected in the same manner as the collection of real estate taxes.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-234~~ 28-235. Financial security.

The city may require that the applicant post a financial security in the form of a surety bond in a form approved by the city attorney or his or her designee, when in the judgment of the city engineer or his or her designee that there is potential for environmental damage from the land disturbance activities. The applicant may file a cash bond or instrument of credit instead of a surety bond so long as it has been approved by the city attorney or his or her designee and is for an amount equal to that which would have been required for the surety bond. The amount of the bond shall be for an amount that will assure that the work can be completed by the city if it is not completed by the applicant in accordance with the approved plans and specifications and the SWPPP.

If the applicant simultaneously exposes more soil to erosion than originally stated in the SWPPP, the city may increase the amount of the financial security required.

If at any time during the course of the work, the financial security amount falls below fifty (50) percent of the required amount, the applicant shall post an additional financial security in the amount necessary to restore the financial security to the required amount within fourteen (14) days. If the applicant fails to post an additional financial security, the city may take any of the following actions:

(1) Withhold the scheduling of inspections and/or the issuance of a certificate of occupancy; or

(2) Revoke any permit issued by the city to the applicant for the site.

After completion of the work, the city shall be authorized to retain any unused amount of the financial security for a period of one year of the completion date of the work in order to ensure that the final stabilization measures are established.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-235~~ 28-236. Enforcement of article.

In the event that the applicant's work on the site does not conform to the approved SWPPP or the most current version of the NPDES General Stormwater Permit for Construction Activity, the SWPPP is not being implemented or the applicant is in violation of any of the requirements of this article, the city engineer or his or her designee shall issue a written notice of noncompliance to the applicant detailing the corrective actions necessary for compliance. The applicant shall conduct the corrective actions within the time period determined by the city and stated in the notice. If an imminent hazard exists, the city may require that corrective work begin immediately.

(1) *Stop work order.* If corrective actions identified in the notice of noncompliance are not completed by the time period set forth by the city in the notice, the city engineer or his or her designee may issue an order to the applicant to stop all work on the site immediately until an erosion and sedimentation control inspection is performed on the site by the city engineer, public works director, or their designee and it is determined that the applicant may continue with the work. The applicant shall be responsible for scheduling the inspection.

(2) *Action against the financial securities.* If the corrective actions identified in the notice of noncompliance are not completed within the time specified in the notice, the city may also act against the financial security if any of the conditions listed below exist. The city shall use funds from this security to finance any corrective or remedial work undertaken by the city or a contractor under contract to the city and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and reasonable attorneys' fees.

(a) The applicant ceases land disturbance activities and abandons the work site prior to completion of the SWPPP;

(b) The applicant fails to conform to the SWPPP or to supplementary instructions issued by the city;

(c) The techniques utilized by the applicant pursuant to the SWPPP fail within one year of installation; or

(d) Emergency action is required pursuant to subsection (6).

(3) *Remedial action.* If corrective actions identified in the notice of noncompliance are not competed by the time period set forth by the city in the notice, the city shall also be entitled to take such remedial action as the director of public works or city engineer deems

necessary to ensure compliance. In the event that the city takes remedial action, the applicant shall be responsible for all direct costs incurred by the city in the process of remedial work, including, but not limited to, staff time and attorneys' fees. In the event that the applicant does not reimburse the city for these expenses, they may be specially assessed against the property by the city and collected with the property taxes.

(4) *Permit suspension and revocation.* If the corrective actions identified in the notice of noncompliance are not completed within the time specified in the notice, the city may suspend or revoke the applicant's grading permit.

(5) *Misdemeanor.* Any person convicted of violating this Code shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment as specified by state statute. Such penalty may be imposed in addition to an action against the financial securities, issuance of stop work order, taking of remedial action, or suspension or revocation of the grading permit.

(6) *Emergency action.* If circumstances exist such that noncompliance with this article poses an immediate danger to the public health, safety and welfare, as determined by the city engineer or the director of public works, the city may take emergency preventative action. Prior to taking emergency preventative action, the city shall attempt every reasonable measure possible to contact and direct the applicant to take the necessary action.

(Ord. No. 2009-13, § 2, 10-13-09)

Sec. ~~28-236~~ 28-237. Right of entry and inspection.

The applicant shall promptly allow the city and its authorized representatives, upon presentation of credentials to enter upon the site for the purposes of:

(1) Obtaining information, examination of records, conducting investigations, inspections or surveys related to the SWPPP;

(2) Bringing such equipment upon the site as is necessary to conduct such surveys and investigations;

(3) Examining and copying any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the grading permit;

(4) Inspecting the stormwater pollution control measures; and

(5) Sampling and monitoring any items or activities pertaining to stormwater pollution control measures.

Any temporary or permanent obstruction to the safe and easy access by the city for the above purposes shall be promptly removed by the applicant upon the city's request. The cost of providing access to the site by the city shall be the responsibility of the applicant.

(Ord. No. 2009-13, § 2, 10-13-09)

Section 3: Amendment to Chapter 28, Article VIII, ILLICIT DISCHARGE AND ILLICIT CONNECTIONS TO THE STORM DRAIN SYSTEM. The Faribault City Council hereby amends Chapter 28, Article VIII, of the Faribault Code of Ordinances by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

ARTICLE VIII. ILLICIT DISCHARGE AND ILLICIT CONNECTIONS TO THE STORM DRAIN SYSTEM

Sec. 28-237. Purpose.

The purpose of this article is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the storm drain system to the maximum extent practicable as required by federal and state law. This article establishes methods for controlling the introduction of pollutants into the storm drain system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are:

(1) To regulate the contribution of pollutants to the storm drain system by stormwater discharges by any user;

(2) To prohibit illicit connections and discharges to the storm drain system; and

(3) To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this article.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-238. Definitions.

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

Best management practices or *BMPs* means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Construction activity means an activity subject to the NPDES General Stormwater Permit for Construction Activity. This includes construction projects resulting in land disturbance of one acre or more. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

Hazardous material means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this article.

Illicit connection means either:

(1) Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the city; or

(2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by the city.

Industrial activity means an activity subject to NPDES General Stormwater Permit for Industrial Activity as defined in Title 40 of the Code of Federal Regulations, Section 122.26 (b)(14).

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by the Minnesota Pollution Control Agency that authorizes the discharge of pollutants to waters of the state, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means any substance that, when discharged, has the potential to or does interfere with state-designated water uses; obstructs or causes damage to waters of the state; changes water color, odor, or usability as a drinking water source through causes not attributable to natural stream processes affecting surface water or subsurface processes affecting groundwater; adds an unnatural surface film to the water; adversely changes other chemical, biological, thermal, or physical conditions in any surface water or stream channel; degrades the quality of groundwater; or harms human life, aquatic life, terrestrial plant or wildlife. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coli form and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and any other noxious or offensive matter.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm drain system means publicly-owned facilities by which stormwater is collected or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any from of natural precipitation, and resulting from such precipitation.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a premises.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof or as otherwise defined by M.S. § 115.01, subdivision 22.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-239. Applicability.

This article shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless explicitly exempted by the city. The city shall administer, implement, and enforce the provisions of this article.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-240. Compatibility with other regulations.

This article is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this article are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-241. Discharge prohibitions.

(a) No person shall throw, drain, or otherwise discharge, cause, or allow anyone under his or her control to throw, drain or otherwise discharge any illegal discharge to enter the storm drain system or any surface water unless such discharge:

(1) Is one of the following exempt discharges: water line flushing, landscape irrigation, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drain tile, irrigation water, springs, water from crawl space pumps, footing drains, lawn

watering, flows from riparian habitats and wetlands or dechlorinated swimming pool discharges;

(2) Discharges or flow from firefighting activities and other discharges authorized by the city as being necessary to protect public health and safety;

(3) Discharges associated with dye testing; however this activity requires a verbal notification to the public works department prior to the time of the test;

(4) Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(b) No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the state, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to pollution. Waste deposited in streets in proper receptacles for the purposes of collection are exempted from this prohibition.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-242. Illicit connection prohibition.

(a) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

(b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(c) A person is also considered to be in violation of this article if he or she connects a line conveying sewage to the storm drain system or allows such a connection to continue. This type of connection must be terminated by an approved method or redirected, as necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval by the city.

(d) If a drain or conveyance on a property has not been documented in any plans or maps or equivalent documentation filed with the city, which

may be connected to the storm drain system, the city may require the owner or occupant of the property to locate the drain or conveyance to make certain that it is not an illicit connection to the storm drain system. The city shall provide the owner or occupant with a written notice requiring that the locating be completed within a reasonable time period. The owner or occupant shall perform the locating and shall provide the city with documentation that the drain or conveyance is not an illicit connection.

(Ord. No. 2009-13, § 3, 10-13-09; Ord. No. 2016-13, § 1, 9-27-16)

Sec. 28-243. Watercourse protection.

Every person owning or occupying premises through which a watercourse passes, shall keep and maintain that part of the watercourse within the premises free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or occupant shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-244. Industrial or construction activity discharges.

Any person performing any construction or industrial activity subject to an NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the public works department prior to the allowing of discharge to the storm drain system.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. 28-245. Salt storage at commercial, industrial, and institutional facilities.

(a) Indoor operations for the storage of deicing materials must be provided whenever possible in order to prevent such material from being affected by rain, snow, or melt water.

(b) All salt, sand, and other deicing materials stored outdoors must be covered at all times. When not using a permanent roof, a waterproof impermeable, flexible cover must be placed over all storage piles. The cover must prevent runoff and leachate from being generated by the outdoor storage piles. The cover must be secured to prevent removal by wind or

other storm events. Piles must be formed in a conical shape and covered as necessary to prevent leaching.

(c) *Facility Siting.*

(1) The facility must be in close proximity to the area in which the deicing materials are to be used, if practical.

(2) Each facility must be located outside of floodplains and 100 feet from lakes, rivers, streams, ditches, storm drains, manholes, catch basins, wetlands, and any other areas likely to absorb runoff. A facility must not be located in close proximity to surface water features, water supplies, wells or drywells.

(3) A facility must be located on impermeable surfaces.

(4) The property's slope must be away from the facility's salt, deicer, and sand storage area.

(5) Salt vulnerable natural areas should be avoided as storage facilities to the extent possible. Where they cannot be avoided, specific measures should be instituted to protect vulnerable areas. Salt vulnerable areas include, but are not limited to:

i. Areas with salt sensitive vegetation
ii. Areas serving as a source of drinking water (surface water and groundwater)
iii. Areas with bodies of water with low dilution, low volume, or salt sensitive species
iv. Areas associated with groundwater recharge zones or shallow water table, with medium to high permeable soils.

(d) *Snow Piles.* Snow piles must be located downslope from salt and deicer storage areas to prevent the snow melt from flowing through storage areas and carrying material to the nearest drainage system or waterway.

(e) *Deicer Truck Wash Water*. Deicer and salt-containing truck wash water must be captured, treated, and recycled for use as salt-brine in pre-wetting and anti-icing activities.

(f) *Transfer of materials.* Practices must be implemented in order to reduce exposure (e.g., sweeping, diversions, and/or containment) when transferring salt or other deicing material.

Sec. ~~28-245~~ 28-246. Inspection and right of entry.

(a) *Access.* The public works director or his or her designee shall be permitted to enter and inspect premises subject to regulation under this article as often as may be necessary to determine compliance with this article. The discharger shall allow the public works director or his or her designee ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater and the performance of any additional duties as defined by state and federal law. Any temporary or permanent obstruction to safe and easy access to the area to be inspected or sampled shall be promptly removed by the discharger at the request of the public work director or his or her designee and shall not be replaced.

(b) *Inspection alternatives.* If the discharger does not wish to allow the public works director or his or her designee to enter the premises to conduct the required activity, he or she may retain a private inspector to conduct the activity. The private inspector must have credentials that are acceptable to the public works director or his or her designee. The private inspector must provide the public works director or his or her designee with all relevant samples, test results, reports or any other information requested by him or her.

(c) *Installation of monitoring equipment and other devices.* The public works director or his or designee may require the discharger to install monitoring equipment or other such devices as are necessary in his or her opinion to conduct monitoring or sampling of the premises' stormwater discharge. The monitoring equipment must be maintained by the discharger in a safe and proper operating condition at all times. All devices used to measure stormwater flow and quality must be calibrated in order to ensure their accuracy.

(d) *Administrative search warrant.* If the public works director or his or her designee has been refused access to any part of the premises from which stormwater is being discharged, and he or she is able to demonstrate probable cause to believe there may be a violation of this article, or that there is a need to inspect, test, examine or sample as part of a routine program designed to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety and welfare, then the city may seek issuance of an administrative search warrant from any court of competent jurisdiction.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. ~~28-246~~ 28-247. Requirement to prevent, control and reduce stormwater pollutants by the use of best management practices.

Best management practices are required for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the state. The owner or operator of such activity, operation, or facility shall provide, at his or her own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm drain system or waters of the state through the use of structural and non-structural BMPs. The owner or operator of a premises that may be the source of an illegal discharge may be required by the city to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm drain system. These BMPs shall be part of the Stormwater Pollution Prevention Plan (SWPPP) if necessary for compliance with requirements of an NPDES permit. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. ~~28-247~~ 28-248. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or waters of the state, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the city within twenty-four (24) hours of the discharge. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its reoccurrence. Such records must be retained for at least five (5) years past the end of the NPDES industrial permit cycle. Failure to provide notification of a release as provided in this section is a violation of this article.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. ~~28-248~~ 28-249. Enforcement.

(a) *Notice of violation.* Whenever the city finds that a person has violated a prohibition or failed to meet a requirement of this article, the city may order compliance by sending written notice of the violation to the responsible person. Such notice must include the following information:

(1) The name and address of the alleged violator;

(2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;

(3) A statement specifying the nature of the violation;

(4) A description of the remedial measures necessary to restore compliance with this article and a time schedule for the completion of such remedial action; and

(5) A statement of the actions that will be taken by the city if there is no compliance with the order.

(b) *Remedial measures.* The city may order that any of the following remedial measures be taken:

(1) The performance of monitoring, analysis, and reporting;

(2) The elimination of illicit connections or illegal discharges;

(3) That violating discharges, practices, or operations must cease and desist;

(4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected premises;

(5) The implementation of source control or treatment BMPs; and

(6) Suspension of storm drain access. Any person discharging to the storm drain system in violation of this article may have his or her premises' storm drain system access terminated by the city if such termination will abate or reduce the illegal discharge. No person shall reinstate storm drain access to premises terminated pursuant to this article without the prior approval of the city.

(c) *Emergency cease and desist orders.* When the city finds that any person has violated, or continues to violate, any provision of this article, or any order issued hereunder, or that the person's past violation is likely to reoccur, and that the violation has caused or has contributed to an actual or threatened discharge to the storm drain system or waters of the state which reasonably appears to present an imminent or substantial endangerment to the public health, safety or welfare or to the environment, the city may issue an emergency cease and desist

order in lieu of a notice of violation to the violator directing him or her to:

(1) Immediately comply and stop or eliminate the endangering discharge;

(2) Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including, but not limited to, immediately halting operations or terminating the discharge; and

(3) Immediately comply with all requirements of this article and other applicable laws and regulations.

In the event of a person's failure to immediately comply with the emergency cease and desist order, the city may take such steps as deemed necessary to prevent or minimize harm to the storm drain system or waters of the state, or endangerment to persons or to the environment, including immediately terminating the facility's water supply, sewer connection, or other municipal utility services. The city may allow the person to recommence the discharge activities when he or she has demonstrated to the satisfaction of the city that the period of endangerment has passed, unless further termination proceedings are initiated against the person under this article. A person that is found by the city to be responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence to the Minnesota Pollution Control Agency within thirty (30) days of receipt of the emergency cease and desist order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, the city taking any other action against the violator.

(d) *Appeal.* The offending party may appeal the city's order to the city council. An appeal must be brought in writing no later than ten (10) days from the date of the notice.

(e) *Abatement.* If abatement of a violation or restoration of affected premises is required, the order must set forth a deadline within which such remediation or restoration must be completed. Said notice must further advise that, should the offending party fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof may be charged to the violator.

(f) *Payment.* In the event that abatement or restoration work is performed by the city, the city may charge the offending party for its costs and expenses associated with the work. If the bill received for abatement or restoration is not paid within thirty (30) days, the city may draw the

amount of the bill from any financial guarantees that the city may be holding or may certify the amount to the county for collection with the property taxes.

(g) *Public nuisance.* In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

(h) *Penalty.* Any person who violates any provision of this article shall be guilty of a misdemeanor and shall be subject to a maximum fine or maximum period of imprisonment or both, as specified by M.S. § 609.03. Each additional day that the premises remains in violation of this article shall constitute a separate violation of this article and may be prosecuted accordingly. Nothing contained herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation of this article, including, but not limited to, seeking a civil injunction or a restraining order.

(Ord. No. 2009-13, § 3, 10-13-09)

Sec. ~~28-249~~ 28-250. Reserved.

Section 4: Amendment to Appendix B, Chapter 6, Article 3, Sec. 6-160, Protection of Natural Features. The Faribault City Council hereby amends Appendix B, Chapter 6, Article 3, Sec. 6-160 of the Faribault Code of Ordinances by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

Sec. 6-160. Protection of natural features.

(A) *In general.* All developments shall be located so as to preserve the natural features of the site, to avoid areas of environmental sensitivity, to minimize the creation of impervious surface area, and to minimize negative impacts on the alteration of the natural environment. The following areas shall be preserved as undeveloped open space, to the extent consistent with the reasonable utilization of land, and in accordance with applicable federal, state, or local regulations:

The following areas shall be preserved as undeveloped open space, to the extent consistent with the reasonable utilization of land, and in accordance with applicable federal, state, or local regulations:

(1) Shorelands. Lands within the Shoreland Management District shall be governed by the regulations specified in Chapter 13, Overlay and Special Districts.

(2) Wetlands. No development, grading or filling, alteration of the natural character of the land, or construction of buildings or structures shall occur within any vegetated wetland, except in compliance with the Minnesota Wetland Conservation Act and by the regulations specified in Chapter 28, Section 28-232, Wetlands and Wetland Buffer Strips ~~of 1991~~.

~~(a) Buffer strips shall be required adjacent to all wetlands and shall be measured from the ordinary high water level of the wetland.~~

~~(b) Buffer strip dimensions and setbacks:~~

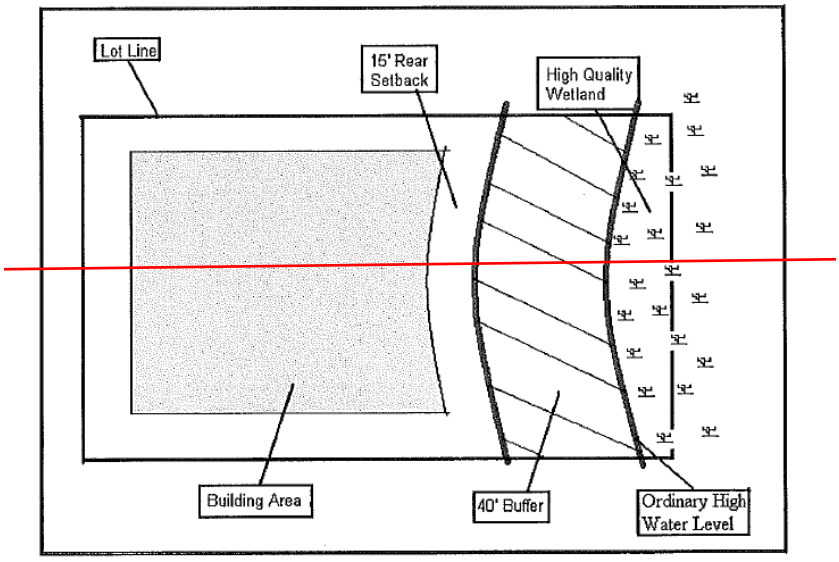
~~i. Structure setbacks shall be measured from the outer edge of the wetland buffer strip to the structure.~~

~~ii. The required dimensions for all wetland buffer strips and structure setbacks shall be as follows:~~

~~Table 6-1. Wetland Buffers and Setbacks~~

~~MNRAM Wetland Classification~~	~~High Quality~~	~~Medium Quality~~	~~Low Quality~~
~~Buffer strip width~~	~~40'~~	~~25'~~	~~15'~~
~~Structure setback from outer edge of wetland buffer~~	~~15'~~	~~15'~~	~~15'~~

Figure 6-1. Buffer strip and structure setback- High quality wetland



~~(c) All provisions of Chapter 28, Article VII, shall apply to any work, construction, development or maintenance in proximity to a wetland.~~

(3) Vegetated areas. Significant trees or plant communities, including remnant stands of native trees or prairie grasses, trees or plant communities that are rare to the area or of particular landscape significance.

(4) Steep slope areas. Development on slopes of fifteen (15) percent or greater shall be prohibited. Where no practicable alternatives exist, development on steep slope areas shall be subject to the following conditions:

(a) The foundation and underlying material of any structure shall be adequate for the slope condition and soil type.

(b) The proposed development will not result in soil erosion, flooding, severe scarring, reduced water quality, inadequate drainage control, or other problems.

(c) The proposed development will preserve significant natural features by minimizing disturbance to existing topographical forms.

(d) The city may require that a property be rezoned and developed as a planned unit development to utilize flexible development standards to preserve steep slopes.

(e) The proposed development shall comply with all provisions of Chapter 28, Article VII related to stormwater pollution.

(5) Habitats of threatened or endangered wildlife as identified on federal or state lists, including the federal Endangered Species Act and the Minnesota County Biological Survey.

(B) *Mitigation.* Where preservation is not consistent with the reasonable utilization of land, the city may require mitigation through replacement of the resource or similar resource on the site, restoration of former natural amenities to the site, or other reasonable measures to protect or enhance the natural features of the land.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2006-21, § 3, 9-26-06; Ord. No. 2010-04, § 1, 5-25-10)

Section 5: Amendment to Appendix B, Chapter 13, Article 5, Sec. 13-560, Special District Lot Dimension and Building Block Regulations. The Faribault City Council hereby amends Appendix B, Chapter 13, Article 5, Sec. 13-560 of the Faribault Code of Ordinances by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

Sec. 13-560. Lot dimension and building bulk regulations.

Lot area and setback requirements for the special districts shall be as specified in Table 13-3. Wetland buffer and buffer setback requirements shall be as specified and by the regulations specified in Chapter 28, Section 28-232, Wetlands and Wetland Buffer Strips ~~in Chapter 6 of this Ordinance~~ [Appendix].

Table 13-3. Lot dimension and setback requirements, special districts.

	O District	TUD District
Minimum lot area	1 acre	1 acre
Minimum lot width	200 feet	100 feet
Minimum lot depth	200 feet	100 feet
Building setback requirements		
Front	50 feet	50 feet
Side	25 feet	25 feet
Rear	25 feet	25 feet

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2010-04, § 7, 5-25-10)

Section 6: Amendment to Appendix B, Chapter 13, Article 6, Shoreland Management District. The Faribault City Council hereby amends Appendix B, Chapter 13, Article 6 of the Faribault Code of Ordinances by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

ARTICLE 6. SHORELAND MANAGEMENT DISTRICT

Sec. 13-610. Statutory authorization, findings of fact and statement of purpose.

(A) *Statutory Authorization.* This Shoreland ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Rules 6120, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.

(B) *Findings of Fact.* The uncontrolled use of Shorelands of the City of Faribault, Minnesota, affects the public health, safety and general

welfare and contributes to the pollution of public waters. Therefore, it is in the best interests of the public to provide for the wise subdivision, use and development of Shorelands of public waters to thus preserve and enhance the quality of surface waters, conserve the environmental values of Shorelands, and provide for the wise use of waters and related land resources.

(C) *Statement of Purpose.* The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use and development of the Shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of Shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the City of Faribault.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-620. General provisions.

(A) *Lands to which these regulations apply.* The provisions of this ordinance shall apply to the Shorelands of the public water bodies as classified in Section 13-640 of this ordinance, and as shown on the Shoreland management Overlay District Map, adopted herein by reference. Pursuant to Minnesota Rules, Part 6120, no lake, pond or flowage less than ten (10) acres in size in municipalities need be regulated in a local government's Shoreland regulations. A body of water created by a private user where there was no previous Shoreland may, at the discretion of the governing body, be exempt from this ordinance.

(B) *Compliance.* The use of any Shoreland of public waters; the size and shape of lots; the use, size, type and location of structures on lots; the installation and maintenance of water supply and waste treatment systems, the grading and filling of any Shoreland area; the cutting of Shoreland vegetation; and the subdivision of land shall be in full compliance with the terms of this ordinance and other applicable regulations.

(C) *Enforcement.* The City Planner is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) shall constitute a misdemeanor and shall be punishable as defined by Chapter 2 of this ordinance. Violations of this ordinance can occur regardless of whether or not a

permit is required for a regulated activity pursuant to Section 13-630 of this Chapter.

(D) *Interpretation.* In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State Statutes.

(E) *Abrogation and greater restrictions.* It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

(F) *Severability.* If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-630. Administration.

(A) *City Planner.* The City Planner is designated by the City Council to enforce this ordinance. If he/she finds a violation of the provisions of this ordinance, he/she shall notify the person responsible for such violation, indicating the nature of the violation, and ordering the action necessary to correct it.

(B) *Permits required.* A permit is required for the construction of buildings or building additions (including such related activities as construction of decks and signs), the installation and/or alteration of sewage treatment systems.

(1) Application shall be made to the City Planner on forms furnished by him/her and shall include the following where applicable: plans drawn to scale, showing the nature, location, dimensions, and elevations of the lot; existing or proposed structures, fill, or storage of materials; and the location of the foregoing in relation to the stream channel, ordinary high water line and bluff line, if present.

(2) A permit authorizing an addition to an existing structure shall stipulate that an identified nonconforming sewage treatment system, as defined in this ordinance, shall be reconstructed or replaced in accordance with the provisions of this ordinance.

(C) *County, State and Federal permits.* Prior to granting a permit or processing an application for a Conditional Use Permit or Variance, the City Planner or designated official shall require proof that the applicant has applied for all necessary County, State and Federal Permits.

(D) *Variances.*

(1) Variances may only be granted in accordance with Minnesota Statutes, Chapter 462, as applicable. No variance may be granted that would allow any use that is prohibited in the zoning district in which the subject property is located. Conditions may be imposed in the granting of a variance to ensure compliance and to protect adjacent properties and the public interest. Variances shall be reviewed based on the provisions of Chapter 2, Article 9 of this ordinance.

(2) The City Council shall hear and decide requests for variances in accordance with the provisions of Chapter 2, Article 9 of this ordinance. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance required in Section 13-360(E)(1) below shall also include the board of adjustment's summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.

(3) For existing developments, the application for variance must clearly demonstrate whether a conforming sewage treatment system is present for the intended use of the property. The variance, if issued, must require a nonconforming sewage treatment system to bring it into compliance.

(E) *Notifications to the Department of Natural Resources.*

(1) Copies of all notices of any public hearings to consider variances, amendments, conditional uses, or Planned Unit Developments, under local Shoreland management controls must be sent to the Commissioner, or the Commissioner's designated representative and postmarked at least ten (10) days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.

(2) A copy of approved amendments, subdivisions/plats, Planned Unit Developments, and final decisions granting variances or conditional uses under local Shoreland management controls must be sent to the Commissioner or the Commissioner's designated representative and postmarked within ten (10) days of final action.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-640. Shoreland classification.

(A) *Shoreland Classification System.* The public waters of the City of Faribault have been classified below consistent with the criteria found in Minnesota Regulations, Part 120.3300, and the Protected Waters Inventory Map for Rice County, Minnesota. All protected watercourses in the City shown on the Protected Waters Inventory Map for Rice County, a copy of which is hereby adopted by reference, not given a classification shall be considered "Tributary." The Shoreland areas for the lakes, rivers and streams shall be shown on the Official Zoning Map.

Protected Waters Classification	Protected Waters ID Number	Legal Description *From/To*
Natural Environment Lakes		
Unnamed Lake	66-19	S23, 26 T110-R21
General Development Lakes		
Wells Lake	66-10	S36 T110-R21 to City Boundary
Faribault Lake (Mill Pond)	66-7	S25, T110-R21 - S30, T110-R20
Wild and Scenic River		
Cannon River		S19, T110-R20 to City Boundary
Agricultural River		
*Straight River		City Boundary to S30, T110-R20
Urban River		
Cannon River		S36, T110-R21 to S19, T110-R20
Tributary River		
Crocker's Creek		City Boundary to S25, T110-R21
Falls Creek		S33, T110-R20
Unnamed Creek to CR		S26, T110-R21

*Within the Faribault Existing Development District, the Urban River standards used for the Cannon River for setbacks, lot sizes, and related land use and zoning standards shall apply to the Straight River.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-650. Land use.

(A) *Consistency with other Chapters.* The intent of this overlay district is to guide the development of public waters Shoreland, thus preserving the quality of surface waters, preserving natural resources and providing for the wise utilization of water and related land resources in the City. The regulations in this overlay district are intended to manage areas suitable for development of various types as allowed in the underlying zoning district. It is the intent of this overlay district to be used in conjunction with the adopted land use regulations and requirements of the City's Unified Development Ordinance. The permitted and conditional uses in the Shoreland management overlay district shall be as identified in the Zoning Ordinance and reflected on the Zoning Map.

(B) *Inconsistent zoning districts.* When existing zoning districts are inconsistent with the criteria specified above, these inconsistent zoning district designations may continue until revisions are proposed to change either the land use district designation within an existing zoning district boundary shown on the Official Zoning Map, or to modify the boundary of an existing zoning district shown on the Official Zoning Map.

(C) *Interpretation.* When an interpretation question arises about whether a specific land use fits within a given "use" category, the interpretation shall be made by the Planning Commission. When a question arises as to whether a zoning district's boundaries are properly delineated on the Official Zoning Map, this decision shall be made by the Planning Commission.

(D) *Proposed revisions.* When a revision is proposed to an inconsistent zoning district provision by an individual party or landowner, this individual party or landowner will only be responsible to provide the supporting and/or substantiating information for the specific parcel in question. The City Council will direct the City Planner to provide such additional information for this waterbody as is necessary to satisfy the requirements above. The City Council must make a detailed finding of fact and conclusion when taking final action that this revision, and the upgrading of any inconsistent zoning district designations on said waterbody, are consistent with the enumerated criteria and use provisions of this ordinance.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-660. Zoning, water supply and sanitary system standards.

(A) *Lot Area and Width Standards.* The minimum lot area (in square feet) and width standards (in feet) for sewered single, duplex, and townhome

residential lots created after the date of enactment of this ordinance are the following:

(1) *Sewered Natural Environment Lakes*

	Riparian Lots		Non-riparian Lots	
	Area	Width	Area	Width
Single-family detached	40,000	125	20,000	125
Duplex/Twin	70,000	225	35,000	220
Triplex/3-unit attached	100,000	325	52,000	315
Quad/4-unit attached	130,000	425	65,000	410

(2) *Sewered General Development Lakes*

	Riparian Lots		Non-riparian Lots	
	Area	Width	Area	Width
Single-family detached	15,000	75	10,000	75
Duplex/Twin	26,000	135	17,500	135
Triplex/3-unit attached	38,000	195	25,000	190
Quad/4-unit attached	49,000	255	32,500	245

(3) *River/stream lot width standards.* There is no minimum lot size requirement for rivers and streams, except as required in the underlying zoning district. The minimum lot width standards for residential developments are:

	Agricultural	Urban/Tributary Stream	
		No Sewer	Sewer
Single-family detached	150	100	75
Duplex/Twin	225	150	115
Triplex/3-unit detached	300	200	150
Quad/4-unit attached	375	250	90

(B) *Special Provisions.*

(1) Single-family attached (triplex, quad or townhome units). For each unit over two (2) units (duplex), add the lot area and width to the total development area within the Shoreland zone. The area and width may be added to individual lots or to the lot area owned in common by the development, so that the total area of the development and total width are equal to the areas prescribed on the table.

(2) Residential subdivisions with dwelling unit densities exceeding those in the tables above can only be allowed if designed and approved as planned unit developments. Only land above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line. The sewer lot area dimensions in Section 13-660(A) above can only be used if publicly owned sewer system service is available to the property.

(3) Subdivisions of duplexes and attached single-family units of four (4) units or less on Natural Environment Lakes must also meet the following standards:

(a) Each building must be set back at least two hundred (200) feet from the ordinary high water level.

(b) Watercraft docking facilities for each lot must be centralized in one (1) location and serve all dwelling units in the building; and

(c) No more than twenty-five (25) percent of a lake's shoreline can be in duplex and single-family attached developments.

(4) Attached single-family and multifamily dwellings with five (5) or more units shall only be allowed as part of a Planned Unit Development.

(C) *Lots with controlled access to public waters.* Lots intended as controlled access to public waters or as recreation areas for use by owners of non-riparian lots within subdivisions are permissible and must meet or exceed the following standards:

(1) They must meet the width and size requirements for residential lots, and be suitable for the intended uses of controlled access lots.

(2) If docking, mooring or over-water storage of more than six (6) watercraft is to be allowed at a controlled access lot, then the width of the lot (keeping the same lot depth) must be increased by the percent of the requirements for riparian residential lots for each watercraft beyond six (6), consistent with the following table:

Ratio of lake size to Shore length (acres/mile)	Required increase in frontage (percent)
Less than 100	25
100-200	20
201-300	15
301-400	10
Greater than 400	5

(3) They must be jointly owned by all purchasers of lots in the subdivision or by all purchasers of non-riparian lots in the subdivision who are provided riparian access rights on the access lot.

(4) Covenants or other equally effective legal instruments must be developed that specify which lot owners have authority to use the access lot and what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, or docking. They must also include other outdoor recreational activities that do not significantly conflict with general public use of the public water or the enjoyment of normal property rights by adjacent property owners. Examples of the conflict activities that are not significant include swimming, sunbathing, or picnicking. The covenants must limit the total number of vehicles allowed to be continuously moored, docked, or stored over water, and must require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations. They must also require all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water, assuming summer, leaf-on conditions.

(D) *Placement, design and height of structures.* When more than one (1) setback applies to a site, structures and facilities must be located to meet all setbacks. Where structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining setbacks from the ordinary high water level, provided the proposed building site is not located in a shore impact zone or in a bluff impact zone. Structure setbacks* (in feet) from the Ordinary High Water Level are as follows:

Waters Classification	Sewered (Structure Setback)	Unsewered (Structure Setback)	On-Site Sewage Treatment System Setback
Natural Environment Lakes	150	150	150
General Development Lake	50	75	50
Ag, Urban, Trib. River/Stream	50	100	75

* One (1) water-oriented accessory structure designed in accordance with Section (F) of this ordinance [section] may be set back a minimum distance of ten (10) feet from the ordinary high water level.

(E) *Bluff setback.*

(1) Structures must be set back thirty (30) feet from the top of the bluff, regardless of the classification of the water body.

(2) Bluff impact zones. Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.

(F) *Floodplain design criteria for structures.* Structures must be placed in accordance with floodplain regulations applicable to the site as required in Chapter 13, Article 2 of the Faribault Unified Development Ordinance. Chapter 13, Article 2, Section 13-100, states that the regulatory flood protection elevation shall be an elevation no lower than one (1) foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from the designation of a floodway. Where these controls do not exist, the elevation to which the lowest floor, including basement, is placed or flood-proofed must be determined as follows:

(1) For lakes, by placing the lowest floor at a level at least three (3) feet above the highest known water level, or three (3) feet above the ordinary high water level, whichever is higher;

(2) For rivers and streams, by placing the lowest floor at least three (3) feet above the flood of record, if data are available. If data are not available, by placing the lowest floor at least three (3) feet above the ordinary high water level, or by conducting a technical evaluation to determine effects of proposed construction upon flood stages and flood flows and to establish a flood protection elevation. Under all three (3) approaches, technical evaluations must be done by a qualified engineer or hydrologist consistent with Minnesota Rules 6120 governing management of floodplain areas. If more than one (1) approach is used, the highest flood protection elevation determined must be used for placing structures and other facilities; and

(3) Water-oriented accessory structures may have the lowest floor placed lower than the elevation determined in this item if the structure is constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

(G) *Water-oriented accessory structures.* Each lot may have one (1) water-oriented accessory structure not meeting the normal structure setback requirements of this ordinance if this water-oriented accessory structure complies with the following provisions:

(1) The structure or facility must not exceed ten (10) feet in height, exclusive of safety rails, and cannot occupy an area greater than two hundred fifty (250) square feet. Detached decks must not exceed eight (8) feet above grade at any point.

(2) The setback of the structure or facility from the ordinary high water level must be at least ten (10) feet.

(3) The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent Shorelands by vegetation, topography, increased setbacks, or color, assuming summer, leaf-on conditions.

(4) The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities.

(5) As an alternative for general development and recreational development waterbodies, water-oriented accessory structures used solely for watercraft storage and including storage of related boating and water-oriented sporting equipment, may occupy an area up to four hundred (400) square feet provided the maximum width of the structure is twenty (20) feet as measured parallel to the configuration of the shoreline.

(H) *Stairways, lifts, and landings.* Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways and lifts must meet the following design requirements:

(1) Stairways and lifts must not exceed four (4) feet in width on residential lots. Wider stairways may be used for commercial properties, public open space-recreational properties, and planned unit developments.

(2) Landings for stairways and lifts on residential lots must not exceed thirty-two (32) square feet in aggregate area for each stairway. One (1) landing is allowed per twelve (12) vertical feet. Landings larger than thirty-two (32) square feet may be used for commercial properties, public open space-recreational properties, and planned unit developments.

(a) Canopies or roofs are not allowed on stairways, lifts, or landings.

(b) Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion.

(c) Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical.

(d) Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, provided that the dimensional and performance standards of subitems (1) to (5) of Subsection (G) above are complied with in addition to the requirements of Minnesota Regulations, Chapter 1340.

(I) *Significant historic sites.* No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

(J) *Steep slopes.* The City Planner/City Engineer/Building Official must evaluate possible soil erosion impacts and development visibility from public waters before issuing a permit for site grading, construction of roads, driveways, structures, or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters, assuming summer, leaf-on vegetation.

(K) *Height of structures.* Residential uses shall not exceed twenty-five (25) feet in height, except uses in a third or greater tier of a planned united development may be allowed to exceed thirty-five (35) feet in height, provided it can be demonstrated that any such proposed structure will not negatively impact views from the water body, and provided all other provisions for planned unit developments are met.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-670. Shoreland and vegetation alterations.

Alterations of vegetation and topography will be regulated to prevent erosion into public waters, fix nutrients, preserve Shoreland aesthetics, preserve historic values, prevent bank slumping, and protect fish and wildlife habitat.

(A) *Exemptions.* Vegetation alteration necessary for the construction of structures and sewage treatment systems, agricultural uses, and the construction of roads and parking areas regulated by Section 13-690 of this ordinance are exempt from the vegetation alteration standards that follow.

(B) *Alteration standards.* Removal or alteration of vegetation, except for agricultural and forest management uses as regulated in Subsections 13-610(B) and (C), is allowed subject to the following standards:

(1) Intensive vegetation clearing within the shore and bluff impact zones and on steep slopes is prohibited.

(2) Intensive vegetation clearing for forestland conversion to another use outside of these areas is allowable as a conditional use if an erosion control and sedimentation plan is developed and approved by the City.

(C) In shore and bluff impact zones and on steep slopes, limited clearing of trees and shrubs and cutting, pruning, and trimming of trees is allowed if approved by City staff to provide a view to the water from the principal dwelling site and to accommodate the placement of stairways and landings, picnic areas, access paths, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:

(1) The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced.

(2) Along streams, existing shading of water surfaces is preserved; and

(3) The above provisions are not applicable to the removal of trees, limbs, or branches that are dead, diseased, or pose safety hazards.

(4) Vegetation to be removed, including limbs to be pruned, must be marked for inspection and approval by the City, or a vegetation management plan provided and approved by the City before clearing or pruning begins.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-680. Topographic alterations, grading and filling.

(A) *Permits.* Grading and filling and excavations necessary for the construction of structures, sewage treatment systems, and driveways under validly issued construction permits for these facilities do not

require the issuance of a separate grading and filling permit. Grading, filling, and excavation must follow the guidelines included in the City's Developer's Guidelines for Stormwater Management and the City's Surface Water Management Plan and the steep slope and erosion control sections of this ordinance. The grading and filling standards in this Section must be incorporated into the issuance of permits for construction of structures, sewage treatment systems, and driveways. Public roads and parking areas are regulated by Section 13-690 of this ordinance.

(B) *Standards.* A grading and filling permit will be required for the movement of more than ten (10) cubic yards of material on steep slopes or within shore and bluff impact zones. A grading and filling permit will be required for the movement of more than fifty (50) cubic yards of material in a Shoreland area that is outside of steep slope and Shoreland and bluff impact zones.

(C) The following considerations and conditions must be adhered to during the issuance of construction permits, grading and filling permits, conditional use permits, variances and subdivision approvals:

(1) Grading or filling in any Type 2, 3, 4, 5, 6, 7, or 8 wetland is subject to the regulations of the Minnesota Wetland Conservation Act, reviews or approvals by other local, state or federal agencies such as Rice County, the Minnesota Department of Natural Resources, and/or the United States Army Corps of Engineers.

(2) The proposed work should be evaluated for its effect on the following functional values of the wetland:

(a) Sediments and pollutant trapping and retention;

(b) Storage of surface runoff to prevent or reduce flood damage;

(c) Fish and wildlife habitat;

(d) Recreational use;

(e) Shoreline or bank stabilization; or

(f) Noteworthiness, including special qualities such as historic significance and critical habitat.

(3) Alterations must be designed and conducted in a manner that ensures only the smallest amount of bare ground is exposed for the shortest time possible.

(4) Mulches or similar materials must be used, where necessary, for temporary bare soil coverage, and a permanent vegetation cover must be established as soon as possible and approved by staff.

(5) Methods to minimize soil erosion and to trap sediments before they reach any surface water feature must be used.

(6) Altered areas must be stabilized to acceptable erosion control standards consistent with the Minnesota Pollution Control Agency's Best Management Practices.

(7) Fill or excavated material must not be placed in a manner that creates an unstable slope.

(8) Plans to place fill or excavated material on steep slopes must be reviewed by the City Engineer for continued slope stability and must not create finished slopes of fifteen (15) percent or greater.

(9) Fill or excavated material must not be placed in bluff impact zones.

(10) Any alterations below the ordinary high water level of public waters must first be authorized by the Commissioner of Natural Resources under Minnesota Statutes, section 103G.245.

(11) Alterations of topography must only be allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties.

(12) Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket, is permitted if the finished slope does not exceed three (3) feet horizontal to one (1) foot vertical, the landward extent of the riprap is within ten (10) feet of the ordinary high water level, and the height of the riprap above the ordinary high water level does not exceed three (3) feet.

(13) Excavations where the intended purpose is connection to a public water, such as boat slips, canals, lagoons, and harbors, must be controlled by local Shoreland controls. Permission for excavations may be given only after the commissioner has approved the proposed connection to public waters.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-690. Placement and design of roads, driveways and parking areas.

Public and private roads and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters. Documentation must be provided that all roads and parking areas are designed and constructed to minimize and control erosion to public waters consistent with the Minnesota Pollution Control Agency's Best Management Practices and the following:

(A) Roads, driveways, and parking areas must meet structure setbacks and must not be placed within shore and bluff impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts.

(B) Public and private watercraft access ramps, approach roads, and access-related parking areas may be placed within the shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met. For private roads and facilities, the grading and filling provisions of this ordinance must be met.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-700. Stormwater management.

(A) *Design and Construction Standards.* Site design and stormwater management standards shall conform to policies of the City's Developer's Guidelines for Stormwater Management and Surface Water Management Plan, and the following:

(1) When possible, existing natural drainageways, wetland, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.

(2) Where appropriate and feasible, strategies such as infiltration or filtration of stormwater will be considered to manage the quality and quantity of stormwater.

(3) Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff, velocities, erosion potential, and reduce the delay runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.

(4) When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and vegetation, various types of constructed facilities, such as diversion, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

(5) Impervious surface coverage of lots must not exceed twenty-five (25) percent of the lot area. This requirement applies only to the portion of the lot within the Shoreland District, and this requirement does not apply to the developed portion of properties within the

boundaries of the Existing Development District as defined on the official Shoreland Overlay Map. Development within the Existing Development District shall incorporate reasonable methods to decrease sediment and pollutants in runoff from impervious surfaces as required in the City's Developer's Guidelines for Stormwater Management and Surface Water Management Plan.

(6) Where appropriate and where structures and practices for the mitigation of stormwater impacts on receiving waters are employed in compliance with the City's Surface Water Management Plan, or as approved by the City Engineer, impervious surface coverage shall be allowed to exceed twenty-five (25) percent to a maximum of seventy (70) percent per lot within all commercial and industrial zoning districts located in tributary stream, agricultural river, urban river and general development lake Shoreland zoning classifications, provided the following criteria are met:

(a) Site design includes features that infiltrate twenty-five (25) percent of the runoff volume produced from the two-year, 24-hour design storm (approximately .5 to .75 watershed inches of infiltration, depending on land use, impervious cover, and soil types). Infiltration is only required in areas with at least three (3) feet of separation between the bottom of the infiltration features and the level of ground water. Pretreatment of runoff to remove sediment prior to entering infiltration features is required.

(b) Water quality treatment(s) meet the standards of the MPCA Construction General Permit for Sensitive Receiving Waters;

(c) Site design includes stormwater management that meets these performance standards: 24-hour extended detention of the one-year, 24-hour design storm; ten-year design storm peak discharge control or a combination of ten- and 25-year design storm peak discharge control; and 100-year design storm peak discharge control to meet pre-development levels;

(d) Site design shall minimize tree removal, ground cover change, loss of natural vegetation and grade change as much as possible, and shall affirmatively provide for the relocation or replanting of as many trees as possible, which are proposed to be removed, based on an approved vegetative management plan.

(e) The provisions of Subsection 13-710(4) of this Chapter shall be satisfied.

(f) Properties zoned commercial or industrial after the effective date of this ordinance shall not qualify for the provisions of this

section except by amendment of the code to specifically apply to the property.

(7) When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the City's Developer's Guidelines for Stormwater Management, Surface Water Management Plan, ~~National Urban Runoff (NURP) Standards,~~ and the Minnesota Pollution Control Agency's Best Management Practices.

(8) New constructed stormwater outfalls to public waters must provide for filtering or settling of suspended solids and skimming of surface debris before discharge.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-710. Special provisions for commercial, industrial, public/semipublic, agricultural, and forestry uses.

(A) Surface water-oriented commercial uses and industrial, public, or semipublic uses with similar needs to have access to and use of public waters may be located on parcels or lots with frontage on public waters. Those uses with water-oriented needs must meet the following standards:

(1) In addition to meeting impervious coverage limits, setbacks, and other zoning standards in this ordinance, the uses must be designed to incorporate topographic and vegetative screening of parking areas and structures.

(2) Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need.

(3) Uses that depend on patrons arriving by watercraft may use signs and lighting to convey needed information to the public, subject to the following general standards:

(a) Advertising signs or supporting facilities for signs may be placed in or upon public waters. Signs conveying information or safety messages may be placed in or on public waters by a public authority.

(b) Signs may be placed, when necessary, within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information and meet the requirements of City ordinances. They must only convey the location and name of the establishment and the general types of

goods or services available. The signs must not contain other detailed information such as product brands and prices, must not be located higher than ten (10) feet above the ground, and must not exceed thirty-two (32) square feet in size. If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination out across public waters.

(c) Other outside lighting may be located within the shore impact zone or over public waters if it is used primarily to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination out across public waters. This does not preclude use of navigational lights.

(4) Uses without water-oriented needs must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must meet the following standards:

(a) Be set back double the normal ordinary high water level setback;

(b) Be substantially screened from view from the water by vegetation or topography assuming summer, leaf-on conditions, based on an approved vegetative management plan; and

(c) The Shoreland impact zone shall be doubled.

(B) *Agricultural Uses.* General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, and wild crop harvesting are permitted uses if steep slopes and shore and bluff impact zones are maintained in permanent vegetation or operated under an approved conservation plan (Resource Management Systems) consistent with the field office technical guides of the local soil and water conservation districts or the United States Natural Resource Conservation Service, as provided by a qualified individual or agency. The shore impact zone for parcels with permitted agricultural land uses is equal to a line parallel to and fifty (50) feet from the ordinary high water level.

(C) *Forest Management Standards.* The harvesting of timber and associated reforestation must be conducted consistent with the provisions of the Minnesota Nonpoint Source Pollution Assessment-Forestry and the provisions of Water Quality in Forest Management "Best Management Practices in Minnesota."

(D) *Extractive Use Standards.* An extractive use site development and restoration plan must be developed, approved, and followed over the course of operation of the site. The plan must address dust, noise, and possible pollutant discharge, hours and duration of operation, and anticipated vegetation and topographic alterations. It must also identify actions to be taken during operation to mitigate adverse environmental impacts, particularly erosion, and must clearly explain how the site will

be rehabilitated after extractive activities end. Processing machinery must be located consistent with setback standards for structures from ordinary high water levels of public waters and from bluffs.

(E) *Conditional Uses.*

(1) Conditional uses allowable within Shoreland areas shall be subject to the review and approval procedures, and criteria and conditions for review of conditional uses established in Chapter 2 of this ordinance and Subsection 13-630(E) of this Chapter.

(2) The following additional evaluation criteria and conditions apply within Shoreland areas:

(a) A thorough evaluation of the water body and the topographic, vegetation and soils conditions on the site must be made to ensure the prevention of soil erosion or other possible pollution of public waters, both during and after construction.

(b) The visibility of structures and other facilities as viewed from public waters is limited.

(c) The site is adequate for water supply and is served by municipal sewer services.

(d) The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.

(F) *Conditions attached to conditional use permits.* The City Council, upon consideration of the criteria listed above and the purposes of this ordinance, shall attach such conditions to the issuance of the conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:

(1) Increased setbacks from the ordinary high water level;

(2) Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted; and

(3) Special provisions for the location, design, and use of structures, on-site sewage treatment systems, watercraft launching and docking areas, and vehicle parking areas.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-720. Water supply and sewage treatment.

(A) *Water Supply.* Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the

Minnesota Department of Health and the Minnesota Pollution Control Agency.

(B) *Nonconforming Sewage Treatment System.* A permit or variance authorizing any improvement on, or new use of, a property in the Shoreland district requires reconstruction of any existing nonconforming sewage system on the property.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-730. Nonconformities.

(A) *Existing Nonconformities.*

(1) All legally established nonconformities as of the date of this ordinance may continue, but they will be managed according to applicable state statutes and other regulations of this community for the subjects of alterations and additions, repairs after damage, discontinuance of use and intensification of use.

(2) Lots of record in the office of the county recorder on the date of enactment of local Shoreland controls that do not meet the requirements of this ordinance may be allowed as building sites without variance from lot size requirements provided the use is permitted in the zoning district, the lot has been in separate ownership from abutting lands at all times since it became substandard, was created compliant with official controls in effect at the time, and sewage treatment and setback requirements of this ordinance are met.

(B) *Variance from Setback Requirements.* A variance from setback requirements must be obtained before any building permit is issued for a lot.

(C) *Contiguous lots.* If, in a group of two (2) or more contiguous lots under the same ownership, any individual lot does not meet the requirements of this ordinance, the lot must not be considered as a separate parcel of land for the purposes of sale or development. The lot must be combined with one (1) or more contiguous lots so they equal one (1) or more parcels of land, each meeting the requirements of this ordinance as much as possible.

(D) *Additions or expansions.*

(1) Additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height and other

requirements of Chapter 3 of this ordinance. Any deviation from these requirements must be authorized by a variance.

(2) Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:

(a) The structure existed on the date the structure setbacks were established.

(b) A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure.

(c) The deck encroachment toward the ordinary high water level does not exceed fifteen (15) percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than thirty (30) feet, whichever is more restrictive.

(d) The deck is constructed primarily of wood, and is not roofed or screened.

(3) Nonconforming sewage treatment systems:

(a) A sewage treatment system not meeting the requirements of this ordinance must be upgraded, at a minimum, at any time a permit or variance of any type is required for any improvement on, or use of, the property. For the purposes of this provision, a sewage treatment system shall not be considered nonconforming if the only deficiency is the sewage treatment system's improper setback from the ordinary high water level.

(b) The City Council has by formal resolution notified the Commissioner of its program to identify nonconforming sewage treatment systems. The City will require upgrading or replacement of any nonconforming system identified by this program within a reasonable period of time which will not exceed two (2) years. Sewage systems installed according to all applicable local Shoreland management standards adopted under Minnesota Statutes, section 103 [sic], in effect at the time of installation may be considered as conforming unless they are determined to be failing, except that systems using cesspools, leaching pits, seepage pits, or other deep disposal methods, or systems with less soil treatment area separation above groundwater than required by the Minnesota Pollution Control Agency's Chapter 7080 for design of on-site sewage treatment systems, shall be considered nonconforming.

(Ord. No. 2006-21, § 7, 9-26-06)

Sec. 13-740. Planned unit developments (PUDS).

(A) *PUDs Density Evaluation.* The regulations in this overlay district are intended to manage Shoreland areas suitable for development as Planned Unit Developments as allowed in the underlying Zoning District. It is the intent of this overlay district to be used in conjunction with the adopted land use regulations and requirements of the City's Unified Development Ordinance. The allowable uses and standards for Planned Unit Developments in the Shoreland management overlay district shall be consistent with those identified in the Unified Development Ordinance, Chapter 14, and reflected on the Zoning Map, with the exceptions in Shoreland areas as identified in the following sections. The Shorelands of all classified water bodies shall be made up of density tiers, which shall vary in width depending on each classification. Within each tier the density allowed may be increased based on the specific standards applicable to the water body's classification, and provided the provisions of this section can be met:

(1) General Development Lakes (each tier is two hundred (200) feet):

(a) Within the first tier (two hundred (200) feet from the OHWL), minimum lot size shall be fifteen thousand (15,000) square feet.

(2) Natural Environment Lakes (each tier is three hundred twenty (320) feet)

(a) Within the first tier (three hundred twenty (320) feet from the OHWL), minimum lot size shall be forty thousand (40,000) square feet.

(3) The suitable area within each tier is next calculated by excluding from the tier area all wetlands, bluffs, or land below the ordinary high water level of public waters. This suitable area and the proposed project are then subjected to the planned unit development density evaluation steps to arrive at an allowable number of dwelling units or sites.

(4) The suitable area within each tier is divided by the single residential lot size standard for lakes or, for rivers, the single residential lot width standard times the tier depth, unless the local unit of government has specified an alternative minimum lot size for rivers which shall then be used to yield a base density of dwelling units or sites for each tier. Proposed locations and numbers of dwelling units or sites for the residential planned unit developments are then compared with the tier, density, and suitability analyses herein.

(5) Increases to the dwelling unit or dwelling site base densities previously determined are allowable if the dimensional standards are met or exceeded and the design criteria are satisfied. The allowable density increases below will only be allowed if structure setbacks from the ordinary high water level are increased to at least fifty (50) percent greater than the minimum setback, or the impact on the waterbody is reduced an equivalent amount through vegetative management, topography, or additional means acceptable to the local unit of government and the setback is at least twenty-five (25) percent greater than the minimum setback.

(6) Allowable Dwelling Unit or Dwelling Site Density Increases for Residential Planned Unit Developments are as follows:

Density Evaluation Tiers	Maximum density increase within each tier (percent)
First	50
Second	100
Third	200
Fourth	200
Fifth	200

(B) *Development organization and functioning.* Unless an equally effective alternative community framework is established, when applicable, all residential planned unit developments must use an owners association with the following features:

(1) Membership must be mandatory for each dwelling unit or site purchaser and any successive purchasers;

(2) Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or sites;

(3) Assessments must be adjustable to accommodate changing conditions; and

(4) The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.

(C) *Erosion Control and Stormwater Management.* Erosion control and stormwater management plans shall be prepared for all planned Shoreland developments, and shall be consistent with the City's Surface Water Management Plan and ordinances, and the following:

(1) Stormwater facilities must be designed, and the construction managed, to minimize the likelihood of serious erosion occurring either during or after construction. This must be accomplished by

limiting the amount and length of time of bare ground exposure. Temporary ground covers, sediment entrapment facilities, vegetated buffer strips, or other appropriate techniques must be used to minimize erosion impacts on surface erosion control plans approved by a soil and water conservation district may be required if project size and site physical characteristics warrant; and

(2) Be designed and constructed to effectively manage reasonably expected quantities and qualities of stormwater runoff. Impervious surface coverage within any tier must not exceed twenty-five (25) percent of the tier area.

(D) *Centralization and design of facilities.* Centralization and design of facilities and structures shall be done according to the following standards:

(1) Planned unit developments must be connected to publicly-owned water supply and sewer systems.

(2) Dwelling units or sites shall be clustered into groups and located on suitable areas of the development. They shall be designed and located to meet or exceed the dimensional standards for the relevant Shoreland classification, including setbacks from the ordinary high water level, elevation above surface water features, and maximum height.

(3) Structures, parking areas, and other facilities shall be treated to reduce visibility as viewed from the public waters and adjacent Shorelands by vegetation, topography, increased setbacks, color, or other means acceptable to the local unit of government, assuming summer, leaf-on conditions. Vegetative and topographic features shall be preserved, if existing, or may be required to be provided.

(4) Accessory structures and facilities shall meet the required principal structure setback and must be centralized.

(5) Water-oriented accessory structures and facilities may be allowed if they meet or exceed design standards contained in this ordinance centralized.

(E) *Evaluation of Factors.* The following factors are carefully evaluated to ensure that the increased density of development is consistent with the resource limitations of the public water:

(1) Suitability of the site for the proposed use;

(2) Physical and aesthetic impact of increased density;

(3) Level of current development;

(4) Amount of ownership of undeveloped Shoreland;

(5) Levels and types of water surface use and public access;

(6) Possible effects on overall public use.

(F) *Open Space Preservation.*

(1) Before final approval of a planned unit development, adequate provisions must be developed for preservation and maintenance in perpetuity of open spaces and for the continued existence and functioning of the development.

(2) Deed restrictions, covenants, permanent easements, public dedication and acceptance, or other equally effective and permanent means must be provide to ensure long-term preservation and maintenance of open space. The instruments must include all of the following protections:

(a) Commercial uses prohibited;

(b) Vegetation and topographic alterations other than routine maintenance prohibited;

(c) Construction of additional buildings or storage of vehicles and other materials prohibited;

(d) Uncontrolled beaching of watercraft prohibited.

(3) Planned unit developments must contain open space meeting all of the following criteria:

(a) At least fifty (50) percent of the total project area within the Shoreland zone must be preserved as open space.

(b) Dwelling units or sites, road rights-of-way, or land covered by road surfaces, parking areas or structures, except water-oriented accessory structures or facilities, are developed areas and shall not be included in the computation of minimum open space.

(c) Open space must include areas with physical characteristics unsuitable for development in their natural state, and areas containing significant historic sites or unplatted cemeteries.

(d) Open space may include outdoor recreational facilities for use by owners of dwelling units or sites, by guests staying in commercial facilities or uses, but may contain water-oriented accessory structures or facilities.

(e) Open space must not include commercial facilities or uses, but may include water-oriented accessory structures or facilities.

(f) The appearance of open space areas, including topography, vegetation, and allowable uses, must be preserved by use of restrictive deed covenants, permanent easements, public

dedication and acceptance, or other equally effective and permanent means.

(g) The shore impact zone, based on normal structure setbacks, must be included as open space. For residential PUDs, at least fifty (50) percent of the shore impact zone area of existing developments or at least seventy (70) percent of the shore impact zone area of new developments must be preserved in its natural or existing state.

(Ord. No. 2006-21, § 7, 9-26-06)

Section 7: Amendment to Appendix B, Chapter 15, Article 6, Design Standards. The Faribault City Council hereby amends Appendix B, Chapter 15, Article 6 of the Faribault Code of Ordinances by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

ARTICLE 6. DESIGN STANDARDS

Sec. 15-250. Minimum design standards.

The design standards set forth below are deemed to be minimum requirements. The city may impose additional or more stringent requirements concerning lot size, streets, and overall design as deemed appropriate considering the property being subdivided.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-260. Blocks.

(A) *Block length.* In general, intersecting streets, determining block lengths, shall be provided at such intervals so as to serve cross-traffic adequately and to meet existing streets. Where no existing plats control, the blocks in residential subdivisions should not exceed one thousand three hundred twenty (1,320) feet nor be less than four hundred (400) feet in length, except where topography or other conditions justify a departure from such standards. In blocks longer than eight hundred (800) feet, pedestrian ways and/or easements through the block may be required near the center of the block. Blocks intended for commercial or industrial use shall be of sufficient size to provide for adequate off-street parking, loading, and other site requirements.

(B) *Block width.* The width of the block shall normally be sufficient to allow two (2) tiers of lots of appropriate depth. Blocks intended for business or industrial use shall be of such width as to be considered most suitable

for their respective use, including adequate space for off-street parking and deliveries.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-270. Lots.

(A) *In general.* All lots shall have size, width, depth, shape, and orientation that is appropriate for the type of development and use contemplated.

(B) *Area and dimension requirements.* The minimum lot area, width, and depth shall not be less than that established for the individual zoning districts in effect at the time of adoption of the final plat.

(C) *Corner lots.* Corner lots for residential use shall have additional width to permit appropriate building setback from both streets as required within the individual zoning districts.

(D) *Side lot lines.* Side lines of lots shall be approximately at right angles to street lines or radial to curved street lines.

(E) *Required street frontage.* Every lot must have minimum street frontage, as required within the individual zoning districts, on a city approved street other than an alley, except that lots permitted as part of a planned unit development may front a private street.

(F) *Natural features.* In the subdividing of land, due regard shall be shown for all natural features, such as tree growth, watercourses, historic spots, or similar conditions which, if preserved, will add attractiveness and stability to the proposed development.

(G) *Lot remnants.* All remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allowed to remain as unusable parcels.

(H) *Frontage on two streets.* Double frontage, or lots with frontage on two (2) parallel streets shall not be permitted except where lots back on arterial streets or highways or where topographic or other conditions render subdividing otherwise unreasonable. Such double frontage lots shall have an additional depth of at least twenty (20) feet in order to allow space for screen planting along the back lot line.

(I) *Turn-around access.* Where proposed residential lots abut a collector or arterial street, they should be platted in such a manner as to encourage turn-around access and egress on each lot.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-280. Streets and alleys.

(A) *Street network.* Except for culs-de-sac, streets shall connect with streets already dedicated in adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of thoroughfares and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of storm water, to public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served.

(B) *Local streets and dead-end streets.* Local streets should be so planned as to discourage their use by non-local traffic. Dead-end streets are prohibited, but culs-de-sac shall be permitted where topography or other physical conditions justify their use. Culs-de-sac shall not serve more than twenty (20) lots nor be longer than six hundred fifty (650) feet in length, including a terminal turn around which shall be provided at the closed end, with a right-of-way radius of not less than fifty (50) feet. Such distance shall be measured from the centerline of the street of origin to the center point of the cul-de-sac.

(C) *Access to arterial streets.* In cases where a proposed subdivision abuts a limited access highway or arterial street, there shall be no direct vehicular or pedestrian access from individual lots to such highway or street.

(D) *Street plans for future subdivisions.* Where the plat to be submitted includes only part of the tract owned or intended for development by the subdivider, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the subdivider.

(E) *Provisions for resubdivision of large lots and parcels.* When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and openings of future streets and appropriate resubdivision, with provision for adequate utility connections for such resubdivision.

(F) *Street intersections.* Under normal conditions, streets shall be laid out so as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. Under normal conditions, the minimum angle of intersection of streets shall be sixty (60) degrees. Street intersection jogs with an offset of less than one hundred twenty-five (125) feet, as measured from centerline to centerline, shall be avoided.

(G) *Subdivisions abutting major rights-of-way.* Wherever the proposed subdivision contains or is adjacent to the right-of-way of a U.S. or State

highway or thoroughfare, the city may require the provision of a marginal access street, located approximately parallel and adjacent to the boundary of such right-of-way. Due consideration shall be given to proper circulation design or for a street at a distance suitable for the appropriate use of land between such street and right-of-way. Such distance shall be determined with due consideration of the minimum distance required for approach connections to future grade separations, or for lot depths.

(H) *Sidewalks.* In cases where the city deems it appropriate, sidewalks of not less than five (5) feet in width shall be provided. Where sidewalks are provided provisions shall be made for handicapped access.

(I) *Service access, alleys.* Service access shall be provided in commercial and industrial districts for off-street loading, unloading, and parking consistent with and adequate for the uses proposed. Dead-end alleys shall not be permitted.

(J) *Half streets.* Dedication of half streets shall not be considered for approval except where it is essential to the reasonable development of the subdivision and in conformity with the other requirements of these regulations or where it is found that it will be practical to require the dedication of the other half when the adjoining property is subdivided.

(K) *Right-of-way width.* Right-of-way widths shall conform to the minimum standards identified below. In the case of a local or collector street, the minimum right-of-way width may be reduced, at the discretion of the City Council, when anticipated traffic volumes, area circulation patterns, or other factors warrant such a reduction.

Arterial street80 feet

Collector street80 feet

(66 feet when specifically allowed)

Local street66 feet

(50 feet when specifically allowed)

Cul-de-sac50 feet

Alley20 feet

Pedestrian way20 feet

(L) *Street grades.* Except when, upon the recommendation of the City Engineer, the topography warrants a greater maximum, the grades in all streets shall not exceed those identified below. In addition, there shall be a minimum grade on all streets and thoroughfares of not less than five-tenths (.5) percent.

Arterial street5 percent

Collector street6 percent

Local street8 percent

Cul-de-sac8 percent

Alley8 percent

(M) *Street alignment.* A tangent of at least one hundred (100) feet shall be provided between reverse curves on arterial or collector streets and fifty (50) feet on lesser streets. Other than at intersections, connecting street lines that deflect from each other shall be connected by a curve with a radius adequate to ensure a sight distance of no less than the following:

Arterial street500 feet

Collector street320 feet

Local street100 feet

Cul-de-sac100 feet

(N) *Reserve strips.* Reserve strips controlling access to streets shall be prohibited.

(O) *Naming of streets.* The City Council reserves the right to establish street names, which shall be based on area naming patterns, ease of public safety response, and other pertinent factors.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-290. Easements.

(A) *For utilities.* An easement for utilities at least five (5) feet wide shall be provided along side and rear lot lines, which when combined with easements on adjoining lots, forms a continuous easement of at least ten (10) feet. Additionally, a similar easement of at least ten (10) feet shall be provided across the front lot line. If necessary for the extension of main water or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots, at the discretion of the City Engineer.

(B) *For storm water drainage.* Where a subdivision is traversed by a water course, drainage way, channel, or stream, there shall be provided a drainage easement or other means of land dedication conforming substantially with the lines of such water course and of such further width as determined by the City Engineer.

(C) *For walkways or trails.* Pedestrian easements, with a width not less than twenty (20) feet, may be required where deemed necessary to provide

circulation, access to schools, parks, or other community facilities, or as part of a planned community-wide trail system.

(D) *Guy wires.* Additional easements for pole guys should be provided, where appropriate, at the outside of turns. Where possible, lot lines shall be arranged to bisect the exterior angle so that pole guys will fall along side lot lines.

(E) *Continuous easement provision.* All required easements, when approved as part of a final plat, shall not thereafter be changed without the approval of the City Council of a vacation of such easement, as specified in Section 2-500.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-300. Erosion and sediment control.

(A) *In general.* The development shall conform to the natural limitations presented by topography and soil so as to create the least potential for soil erosion.

(B) *Erosion, ~~and~~ siltation, and waste control measures.* Erosion, ~~and~~ siltation, and waste control measures shall be coordinated with the different stages of construction. Appropriate control measures shall be installed prior to development when necessary to control pollution and in accordance with the NPDES General Stormwater Permit for Construction Activity and the City's Developer Guidelines for Stormwater Management ~~erosion~~.

(C) *Incremental development.* Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time.

(D) *Soil exposure or removal.* When soil is exposed, the exposure shall be for the shortest feasible period of time, as specified in the development agreement. Where topsoil is removed, sufficient arable soil shall be set aside for respreading over the developed area. Top soil shall be restored or provided to a depth of four (4) inches and shall be of a quality at least equal to the soil quality prior to development.

(E) *Runoff.* Runoff water shall be diverted to a sedimentation basin before being allowed to enter the natural drainage system.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-310. Storm drainage.

All subdivision design shall incorporate adequate provisions for storm water, subject to review and approval of the City Engineer. Permanent structural best management practices may be used to achieve the applicable minimum requirements for water quality. The rate of runoff for the area being subdivided is to be maintained at a level equal to that which existed in an undeveloped state, except as may be approved by the City Engineer. All permanent stormwater management facilities shall be designed and constructed in accordance with Chapter 28, Section 28-230 Minimum design standards for permanent stormwater facilities, the City's Developer's Guidelines for Stormwater Management, and Surface Water Management Plan.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 15-320. Protected areas.

Where land proposed for subdivision is deemed environmentally sensitive by the city, due to the existence of wetlands, drainage ways, watercourses, floodable areas or steep slopes, the design of said subdivision shall clearly reflect all necessary measures of protection to insure against adverse environmental impact. Based upon the necessity to control and maintain certain sensitive areas, the city shall determine whether said protection will be accomplished through lot enlargement and redesign or dedication of those sensitive areas in the form of protection shall include design solutions which allow for construction and grading involving a minimum of alteration to sensitive areas. Where these areas are to be incorporated into lots within the proposed subdivision, the subdivider shall be required to demonstrate that the proposed design will not require construction on slopes over fifteen (15) percent, or result in significant alteration to the natural drainage system such that adverse impacts cannot be contained within the plat boundary.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2010-08, § 1, 5-25-10)

Section 8: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: May 16, 2022

First Reading: May 25, 2022

Second Reading: June 28, 2022

Publication: July 5, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Summary Publication - Ordinance 2022-13

Background:

Ordinance 2022-13 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-13.

Recommendation:

Approve summary publication of Ordinance 2022-13.

Attachments:

1. Ordinance 2022-13 Summary Publication

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-13

AMEND THE FARIBAULT CODE OF ORDINANCES RELATED TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

On June 28, 2022, the Faribault City Council approved Ordinance 2022-13, which amends the Faribault Code of Ordinances related to the City's Municipal Separate Storm Sewer System (MS4) outlined in the following Sections:

- Chapter 28, Article VII, Stormwater Pollution and Prevention and Wetland Protection.
- Chapter 28, Article VIII, Illicit Discharge and Illicit Connections to The Storm Drain System
- Appendix B, Chapter 6, Article 3, Sec. 6-160, Protection of Natural Features
- Appendix B, Chapter 13, Article 5, Sec. 13-560, Special District Lot Dimension and Building Block Regulations
- Appendix B, Chapter 13, Article 6, Shoreland Management District
- Appendix B, Chapter 15, Article 6, Design Standards

A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: May 25, 2022
Second Reading: June 28, 2022
Publication: July 5, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-138 Adopt City of Faribault Developer's Guide for Stormwater Management

Background:

The City's Municipal Separate Storm Sewer System (MS4) permit, which is a required permit administered by the MN Pollution Control Agency (MPCA) and mandated by the Federal EPA, expired in 2018 and was reissued in 2020. The City received approval of the City's renewal application in October 2021 and has 12 months from that date to update City ordinances/policies/etc to be in permit compliance. As part of the MS4 permit renewal, the City also hired a consultant to update the City's Surface Water Management Plan (SWMP). During the process of updating the MS4 permit and the related ordinances as well as updating the SWMP, it was determined to be in the best interest of the City and its residents/developers/builders to develop a Guide for Stormwater Management that synthesizes and puts in one place all the applicable federal, state and local regulations regarding stormwater management. The attached City of Faribault Guide for Stormwater Management achieves that goal of creating a single stand-alone document for residents/developers/builders to follow in regards to storm water rules and regulations and simplifies the existing code of ordinances and makes the City able to more easily react to changes in regulations by simply changing the developer's guide rather than the cumbersome process of updating ordinances.

The proposed Developer's Guide for Stormwater Management was discussed with the Environment Commission on April 25, 2022 and the City Council at their worksession on May 3, 2022, and and the Planning Commission on May 16, 2022, and those comments have been incorporated into the updated document attached.

Recommendation:

Approve Resolution 2022-138 Adopting the City of Faribault Developer's Guide for Stormwater Management

Attachments:

1. Resolution 2022-138 Adopt Developer's Guide for Stormwater Management
2. City of Faribault Developer's Guide for Stormwater Management

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-138

ADOPT CITY OF FARIBAULT DEVELOPER'S GUIDE FOR STORMWATER MANAGEMENT

WHEREAS, Minnesota Administrative Rules, Chapter 7090 requires that the City of Faribault have a Municipal Separate Storm Sewer System (MS4) General Permit; and

WHEREAS, City staff worked with Minnesota Pollution Control Agency (MPCA) staff to ensure that the Faribault Code of Ordinances is consistent with the current (2020) MS4 General Permit requirements and have updated necessary ordinances per Ordinance 2022-13, approved by the City Council on June 28, 2022; and

WHEREAS, the City of Faribault has updated the 2004 Surface Water Management Plan and adopted the 2022 City of Faribault Surface Water Management Plan on June 28, 2022; and

WHEREAS, the City of Faribault desires to create a stand-alone document that encompasses all of the federal, state and local rules and regulations regarding surface water management including but not limited to the City's MS4 Permit and 2022 SWMP requirements.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault City Council does hereby adopt the City of Faribault Developer's Guide for Stormwater Management.

ALSO BE IT RESOLVED, that City Staff and City Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution. Such additional steps shall include, but not be limited to, the correction of grammatical errors and the formatting of the plan and updating of contact information. No substantive changes that alter the goals, objectives policies and plans shall be made without City Council approval of an amendment to the guide.

Date Adopted: June 28, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Developer's Guide for Stormwater Management

Adopted June 28, 2022

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Forward

These guidelines, as well as the City's Standard Construction Specifications and Ordinances, the City's Stormwater Management Plan, the City's Municipal Separate Storm Sewer System (MS4) permit, the Minnesota Pollution Control Agencies Construction Storm Water Permit and related local, state and federal rules and regulations are intended to manage stormwater pollution and provide water quality and flood control improvements within the City of Faribault.

This guide is intended as a reference source of information and standards. Developers, builders, contractors and their Engineers in charge of construction activity within the City are expected to prepare complete and competent plans and specifications for their work. Compliance with these documents will help provide quality projects and assure uniform performance standards for construction activities in Faribault. In the event of any conflict or inconsistency between the terms and conditions in this Developer's Guide and any terms or conditions set forth in any codified City Ordinances or Codes, the terms and conditions set forth in in any codified City Ordinances or Codes shall prevail.

City staff is available to answer your questions or concerns as the project progresses through the plan review process. For general questions relating to this document, you may contact:

Mark DuChene, PE
Director of Engineering
507-333-0360
mduchene@ci.faribault.mn.us

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Definitions and Terms

For this Developer's Guide, the following definitions describe the meanings of the terms used in this document:

Applicant means any person, entity or group that applies to the city for a building permit, subdivision approval, or a grading permit. Applicant also means that person or entity's agents, employees, contractors, subcontractors, and others acting under the person, entity, or group's direction.

Best management practices or *BMPs* means erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction phasing, minimizing the length of time soil areas are exposed, prohibition of practices, and other management practices published by state or designated area-wide planning agencies.

Common plan of development or sale means a contiguous area where multiple separate and distinct land disturbance activities may be taking place at different times, or on different schedules, but under one proposed plan of development.

Developer's Guide means the standards adopted and amended from time to time by resolution of the Council which provide information and establish standards, specifications, and details for the construction of public and private improvements, as on file with the City Engineer.

Discharge means the release, conveyance, channeling, runoff, or drainage of stormwater including snow melt, from a construction site.

Energy dissipation means methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to, aprons, riprap, splash pads and gabions that are designed to prevent erosion.

Erosion means any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of people or nature.

Erosion control means the methods employed to prevent erosion. Examples include soil stabilization practices, horizontal slope grading, temporary or permanent cover, and construction phasing.

FEMA means the Federal Emergency Management Agency.

Final stabilization means that all land disturbance activities on the site have been completed, and that a uniform (evenly distributed, without any large bare areas) perennial vegetative cover with a density of seventy-five (75) percent of the total of all unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures have been employed. The sowing of grass seed is not considered to be final stabilization. Where agricultural land is involved, final stabilization shall require that the site be returned to its preconstruction agricultural use.

Grading permit means a written warrant or license granted by the city to allow land disturbance activities.

Impaired water means all bodies of water that are listed on the Minnesota Pollution Control Agency's List of Impaired Waters.

Impervious surface means a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than existed prior to any development of the property. Examples include, but are not limited to, rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

Land disturbance activity/activities means any activity or activities on a site that may result in soil erosion from water or wind. It shall also mean any movement of sediments upon lands or into or upon waters within the city's jurisdiction, including construction, clearing and grubbing, grading, excavating, transporting and filling of land. Within the context of this article, land disturbance activities shall not include:

(1) Activities such as home gardens or residential landscaping, or other repairs or maintenance work that creates less than five thousand (5,000) square feet of exposed soil or impervious surface;
(2) Additions or modifications to an existing single family structure that results in creating less than five thousand (5,000) square feet of exposed soil or impervious surface;
(3) The construction, installation, and maintenance of fences, signs, posts, poles, and electric, telephone, cable television, utility lines or individual service connections to these utilities, which result in creating less than five thousand (5,000) square feet of exposed soil or impervious surface;
(4) The tilling, planting, or harvesting of agricultural, horticultural, or silvicultural crops; and
(5) Emergency work performed in order to protect life, limb, or property. If SWPPP would have been required for the emergency work pursuant to this article, then the disturbed land area shall be shaped and stabilized in accordance with the requirements set forth in this article as soon as possible after the emergency situation is under control.

MnDOT means the Minnesota Department of Transportation.

MPCA means the Minnesota Pollution Control Agency.

Native vegetation means plant species indigenous to or naturalized to Minnesota and classified as native to Minnesota by the Minnesota Department of Natural Resources.

New Development means any site with less than 15% of existing impervious prior to the commencement of construction activity.

NPDES General Stormwater Permit for Construction Activity means the most current version of the National Pollutant Discharge Elimination System General Stormwater Permit for Construction Activity as required by the Minnesota Pollution Control Agency.

Ordinary high water level means the boundary of water basins, watercourses, public waters, and public waters wetlands, and:

(1) The ordinary high water level is an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial;
(2) For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel; and
(3) For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved, including adjacent sidewalks.

Redevelopment means any site with more than 15% of existing impervious surfaces prior to the commencement of construction activity.

Sediment means the product of an erosion process which consists of solid material that may be mineral or organic that is in suspension, is being transported, or has been moved by water, wind, or ice, and has come to rest on the earth's surface either above or below the water level.

Sedimentation means the process or action of depositing sediment.

Sediment control means the methods employed to prevent sediment from leaving the site. Examples of sediment control practices are silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins.

Soil means the unconsolidated mineral or organic material on the immediate surface of the earth. For the purposes of this article, temporary stockpiles of clean sand, gravel, aggregate, concrete, or bituminous materials are not considered soil.

Stabilized or *stabilization* means the exposed ground surface, after it has been covered by sod, an erosion control blanket, riprap, pavement, or other material that prevents erosion. Simply sowing grass seed is not considered stabilization.

Steep slope means any slope steeper than fifteen (15) percent of rise for every one hundred (100) feet of horizontal run.

Stormwater shall mean any precipitation runoff, stormwater runoff, snow melt off, and any other surface runoff and drainage.

Stormwater pollution prevention plan or *SWPPP* means a plan for stormwater drainage that includes erosion prevention measures and sediment controls that, when implemented, will minimize soil erosion on a site and minimize off-site non-point pollution to the maximum extent possible.

Structure means any improvement that is manufactured, constructed or erected which is normally attached to or positioned on a site, including, but not limited to, portable structures, earthen structures, roads, parking lots and paved storage areas.

Subdivision shall mean land that is divided for the purpose of sale, rent, or lease, including a planned unit development.

Very steep slope means any slope steeper than one foot of rise for each three (3) feet of horizontal run (a slope of thirty-three (33) percent).

Waters of the state shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural, or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

Wet detention facilities shall mean permanent man-made structures that contain permanent pools of water that are used for the temporary storage of stormwater runoff.

Wetlands shall mean those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:

(1) A predominance of hydric soils;

(2) Inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and

(3) Under normal circumstances support a prevalence of such vegetation.

Wetland buffer strip means a protective vegetated zone located adjacent to a water of the state or a wetland, that is subject to direct or indirect human alteration. A wetland buffer strip is an integral part of protecting an aquatic ecosystem of a body of water by trapping sheet erosion, filtering pollutants, reducing channel erosion and providing adjacent habitat.

1. GENERAL PROVISIONS

As set forth in various sections of City Code, certain site improvements of property within the City of Faribault are required to submit plans and specifications for review and approval prior to initiating land disturbing activities. These plans include, but are not limited to, grading plans, drainage plans, surveys, utility plans, and specifications. Competent professionals are required to prepare these plans and specifications.

These guidelines serve as a general reference for engineering requirements in the design, plan, and specification preparation to facilitate consistent plan preparation and construction of stormwater management practices and to improve the quality of plan submittal and subsequent review and approval time.

The Developer's Guide is a living document that will be updated and revised as necessary to facilitate the development of projects within the City of Faribault.

2. WHO NEEDS A PERMIT?

The following describes what requirements and permits are required based on the proposed disturbed land area. These are general thresholds and not absolute as there are many factors to consider during land alterations other than simply the area disturbed such as how deep is the proposed excavation, what are the proposed impacts on site/upstream/downstream, what special environmental concerns are there, etc. The City reserves the right to require supplemental information up to and including engineering drawings and storm water calculations based on proposed land disturbance activities as determined by the City Engineer. Not requiring a grading permit or engineered drawings and/or calculations does not relive the property owner of following all federal, state and local laws regarding drainage, erosion control and water treatment requirements.

- **Disturbed Area Less than 5,000 sf** – No grading permit required unless project is covered under a parent NPDES CSW permit (such as a new home build in a new subdivision). Cannot block or alter drainage such as to negatively impact upstream or downstream properties. Recommend discussion of grading concept with City Engineer.

- **Disturbed Area 5,000 sf to Less than 21,780 sf (Half Acre)** – Grading permit required. Grading permit shall include a sketch showing plan. Sketch generally need not be prepared by Engineer/Surveyor unless determined to be needed by City Engineer or required by other codes (such as new building construction requirement for a certificate of survey). Cannot block or alter drainage such as to negatively impact upstream or downstream properties.

- **Disturbed Area 21,780 sf (Half Acre) to Less than One Acre** – City Grading permit required as well as stormwater management plan. Improvements must not increase the rate of water runoff on the site after improvements to more than existed on the site prior to the improvements. Grading plan and stormwater management calculations must be performed by a licensed engineer and rate must be controlled for the 2-, 10- and 100-year 24 hour Atlas 14 rainfall events unless approved otherwise by the City Engineer.

- **Disturbed Area Equal to/or Greater than One Acre** – City Grading permit required as well as stormwater management plan/stormwater pollution prevention plan (SWPPP). Improvements must not increase the rate of water runoff on the site after improvements to more than existed on the site prior to the improvements and also must meet the water quality treatment requirements of the MPCA NPDES CSW Permit and the City's MS4 Permit. Grading plan and stormwater management calculations must be performed by a licensed engineer and rate must be controlled for the 2-, 10- and 100-year 24 hour Atlas 14 rainfall events unless approved otherwise by the City Engineer.

3. PLAN REVIEW PROCEDURES

The general review process, from the submittal of the concept and final plans to the issuance of the SWPPP approval, is summarized in the following six steps:

1. Determine what stormwater management provisions apply (e.g., stormwater management, erosion control, buffers, floodplain management).
2. What permits, or approvals, are required for the project site, and what waivers and/or exemptions are applicable (e.g., COE, DNR, MPCA, WCA, etc.)
3. Are the selected practices appropriate for this site?
4. Are the practices designed to meet the minimum performance criteria?
5. Does the SWPPP meet other resource protection requirements as specified in City Code?
6. Are provisions for long-term maintenance adequate, including access and methods for maintenance defined?

4. SUBMITTAL REQUIREMENTS

No site plans or permit applications will be approved until all requirements are met.

- **Disturbed Area Less than 5,000 sf** – No grading permit required unless project is covered under a parent NPDES CSW permit (such as a new home build in a new subdivision). Recommend submitting a sketch and/or discuss grading concept with City Engineer. Property owner must install appropriate erosion control measures prior to work commencing.

- **Disturbed Area 5,000 sf to Less than 21,780 sf (Half Acre)** – Grading permit shall include a sketch plan or certificate of survey as required showing erosion control measures. Property owner must install appropriate erosion control measures prior to work commencing.

- **Disturbed Area 21,780 sf (Half Acre) to Less than One Acre** – City Grading permit shall include a grading plan, stormwater management plan and erosion control plans. Refer to the Design Standards section for requirements.

- **Disturbed Area Equal to/or Greater than One Acre** – City Grading permit shall include a grading plan, stormwater management plan and a stormwater pollution prevention plan (SWPPP). Refer to the Design Standards section for requirements.

5. DESIGN STANDARDS

The City of Faribault's Surface Water Management Plan identifies the goals and policies that define the City's stormwater management program, which are implemented via the City's SWPPP and Wetland Protection Ordinance (Chapter 28, Article VII.) and these Developer Guidelines. Faribault's stormwater requirements were written to meet the City's goals to preserve, protect, and manage its water resources, as well as to meet federal, state, and watershed stormwater regulations that comprise the following objectives:

1. Minimize increases in stormwater runoff rates from any development to reduce flooding, siltation, and erosion and to maintain the integrity of stream channels.
2. Minimize increases in nonpoint source pollution caused by stormwater runoff from development which would otherwise degrade local water quality.
3. Minimize the total annual volume of surface water runoff that flows from any specific site during and following development so as not to exceed the predevelopment hydrologic regime to the maximum extent practicable.
4. Ensure that these management controls are properly maintained and pose no threat to public safety.
5. Implement stormwater management controls to help meet current and future total maximum daily load (TMDL) goals, to address the need to improve water quality, and to meet objectives in the Surface Water Management Plan.

The Applicant is solely responsible for providing a quality design that meets all applicable laws and design requirements. The City has adopted the following design standards for erosion and sediment control and permanent stormwater management. These standards are meant to enhance not replace sound engineering judgement and industry standards.

No grading permits requiring a stormwater management plan or stormwater pollution prevention plan (SWPPP) will be approved unless it includes a detail of how runoff and associated water quality impacts resulting from the development will be controlled or managed. These plans must be designed with accepted engineering practices and indicate temporary and permanent best management practices, and whether stormwater will be managed on-site or off-site and, if on-site, the general location and type of practices.

5.1 Stormwater Pollution Prevention Plan (SWPPP)

Any project that disturbs one or more acres of land, or is part of a common plan of development, must acquire a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater (CSW) Permit. The SWPPP and proof of coverage under the NPDES CSW Permit must be submitted to the City Engineer prior to initiating land disturbing activities.
All projects shall develop a SWPPP that contains erosion, sediment, and waste control BMPs that at a minimum observe the standards established by the most current version of the MPCA's General Permit to Discharge Stormwater Associated with Construction Activity, the City of Faribault's Local Surface Water Management Plan, City Code, or as modified herein.
The SWPPP must be prepared by a trained individual. All SWPPPs must meet the submittal requirements outlined in the SWPPP Submittal Checklist found in **Appendix A**. At a minimum, the SWPPP must contain:

1. The name and address of the applicant;
2. A legal description of the site;
3. A map of all adjacent areas to the site that identifies all waters of the state, subdivisions, roads, utilities and other areas which might be affected by the land disturbance activity. If SWPPP involves directing some or the entire site's runoff to adjacent properties, the applicant shall obtain from adjacent property owners any necessary easements to permit the runoff to flow onto their properties;
4. A map of the existing site conditions that includes the existing topography of the site, the location of any steep and very steep slopes, the location of existing drainage systems and patterns, the types of soils, the location of any waters of the state, the location of any vegetative cover, the location of any one hundred (100) year floodplain boundaries and the locations of any existing and proposed wetland buffer strips;
5. A description of the project, including the nature and purpose of the land disturbance activity and a description of the grading work, utility work, and building construction involved;
6. A schedule of the start and completion dates of each land disturbance activity on the site, including the estimated dates of installation of the required erosion prevention measures for each phase and the construction schedule;
7. A site construction plan that includes the location of the proposed land disturbance activities and any stockpile locations;
8. A designation of the site's areas that have the potential for serious erosion problems;
9. A description of the proposed erosion and sediment control measures to be undertaken, including the methods that will be used to control erosion and sedimentation on the site, both during and after construction;
10. A description of the proposed permanent stabilization measures to be taken, including stabilization specifications, time frames and schedules;
11. The location of all existing and proposed permanent and temporary sedimentation basins;

12. A description of the method to be used to dispose of temporary erosion and sediment control measures;
13. A description of the method to be used to maintain the temporary and permanent erosion and sediment controls;
14. A description of the method to be used to collect and dispose of sediment and floating debris; and,
15. A street sweeping schedule for the site.

5.2 Permanent Stormwater Management Practices

Permanent stormwater management practices must be designed by a licensed professional engineer in the State of Minnesota, who will verify that all practices meet the submittal requirements outlined in the Permanent Stormwater Management Submittal Checklist found in **Appendix B**.

A stormwater management concept plan is an option offered by the City. An applicant should include within a concept plan measures for controlling existing stormwater runoff discharges and water quality from the site in accordance with the standards of this guide. After review of the concept plan and modifications are made to that plan as deemed necessary by the City, a final Stormwater Management Plan may be submitted for approval.

A stormwater management concept plan submittal is optional, but highly encouraged. A concept plan identifies basic site information, locations of proposed development features, and preliminary locations and sizing of permanent stormwater management practices. The concept submittal has a greater chance of identifying major obstacles and can facilitate alternative stormwater management arrangements in a timely fashion and at the onset of project planning. If a concept plan is submitted for review, it should include sufficient information (e.g., maps, basic hydrologic and water quality calculations etc.) to evaluate the environmental characteristics of the project site. This information should show the potential impacts of all proposed development of the site, both present and future, on the water resources, and show the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The intent of this conceptual planning process is to determine the type of stormwater management of stormwater runoff form future development, and to identify major issues prior to completing final plans. The concept plan is less time consuming and more efficient to evaluate proposed development plans with this step of the review process. The final plan provides more detailed design information for the proposed stormwater treatment practices and includes much more detail in terms of hydrologic conditions and site features.

The following permanent stormwater management practices must be considered in developing the stormwater management portion of the SWPPP:

1. Protect and preserve as much natural or vegetated area on the site as possible;
2. Minimize impervious surfaces;
3. Direct runoff to vegetated areas rather than to adjoining streets, storm sewers and ditches;
4. Flow attenuation of treated stormwater by the use of open vegetated swales and natural depressions;
5. Utilize stormwater wet detention facilities (including percolation facilities); and,
6. Reduce the need for permanent stormwater management facilities by incorporating the use of natural topography and land cover such as natural swales and depressions as they existed prior to the land disturbance activities to the degree that they can accommodate the additional flow of treated water without compromising the integrity or quality of the body of water.

No building permit or subdivision approval shall be issued until a satisfactory final Stormwater Management Plan, or a waiver thereof, shall have undergone a review and been approved by the City after determining that the plan waiver is consistent with the requirements of this guide.

Record drawings are required for all projects that disturb a half-acre or more of land, impact wetlands and/or the floodplain, require water quality ponding, have significant grade changes, and/or have other unusual circumstances. Record drawings must be certified by a professional land surveyor or civil engineer. Record drawings should not include temporary erosion control measures.

5.3 Grading, Erosion, and Sediment Control

5.3.1 Grading Plans

Any applicant proposing a land disturbance activity that is 5,000 sf or greater shall apply to the City for a grading permit and submit a grading plan with the application. The grading plan must include all the items that are specified below unless waived by the City Engineer.

Plan Details

- North arrow, street names, and lot and block numbers for property or subdivision
- Location of benchmark, based on the City/County benchmark system
- Key with all line types, symbols, shading, and cross-hatching denoted
- Illustration key showing symbols for all information pertaining to lot and building design, including grades, easements, lot and block, setbacks, etc…
- Plan scale (shown graphically on a bar scale) of: 1 inch = 20 feet, 1 inch = 30 feet, 1 inch = 40 feet, or 1 inch = 50 feet. Plans in other scales will not be reviewed.
- Total area of subject property, with subtotals of disturbed and undisturbed areas (tabulation permitted)
- Subject property's boundary lines, lot lines and right of way lines
- All existing and proposed drainage and utility easements
- All man-made features, including existing and proposed buildings, structures, and paved areas
- All existing storm sewer facilities within 150 feet of the subject parcel
- All proposed storm sewer facilities (include grades and size of structures)
- All existing and proposed natural features including, but not limited to, significant trees and tree lines, wetlands, ponds, lakes, streams, drainage channels, floodplain, etc…
- Show setbacks and buffers for wetlands, ponds, lakes, streams, and floodplains
- All adjacent plats, parcels, rights-of-way, section lines, extended a minimum of 100 feet (50 feet for single family home construction) beyond the subject parcel in all directions

Existing and proposed contour lines

- Existing contours shall be shown at vertical intervals of two feet. Elevations shall be referenced to the national geodetic vertical datum (NGVD 1929).
- Contour lines shall be different line weights for existing contour lines versus proposed contour lines.
- Contours shall be shown to a minimum of 150 feet into adjacent property or to the centerline of the adjacent street.

Lot and block layout

- Lot dimensions to the nearest foot;
- Typical lot detail indicating where lot and house elevations are shown;
- Building setback lines
- Proposed top of curb elevations at lot corners and driveway or entrances
- Finished spot elevations at all high and low points
- Proposed elevations at garage and lowest floor for proposed buildings

 Proposed finished ground elevations around building for final grading
 Front and rear lot corner elevations;
 House pads layout, showing hold down elevations and finished garage elevations;
 Spot elevations as appropriate to define drainage patterns on the lot; and
 Legend with type of house styles and grade difference for garage floor to walkouts or lookouts.
 Lot grading and drainage. Lots shall be graded so water drains away from building locations and flows along lot lines within the proposed drainage and utility easements. Any drainage flow from one lot onto an abutting lot must be within a drainage easement.

Street/Site layout
 Typical street section;
 Preliminary street grades and drainage;
 Centerline street elevations at 100-foot stations with high and low points; and
 Cul-de-sac frontage along curb tines with spot elevations.
 Street grade.
 Storm sewer alignment. Storm sewer alignment shall be shown with top and invert elevations. Also, flared ends shall be shown with invert elevations.
 Easements. Existing and proposed easements

Grading plan
 The grading plan for all single-family residential subdivisions shall provide for an area with a slope not greater than 10% extending not less than a depth of 20 feet from the rear line of the building pad the entire width of the building pad, except as approved by the City Engineer.
 House pad setback from flood elevations: House pads shall be set back 30 feet from 100-year flood elevation for storm sewer ponds and lakes if the lake lot has municipal sewer; and 75 feet from the 100-year flood elevation for lakes if the lake lot is unsewered.
 Lowest opening elevation: two feet above the 100-year flood elevation of adjacent storm sewer ponds and one foot above the nearest emergency overflow elevation. Flooding elevations shall be a minimum one foot above the ordinary high-water level of any standing water if determined. If sufficient data on known high water levels is not available, the elevation of the line of permanent aquatic vegetation shall be used as the estimated high water standing water elevation.
 The low floor elevation for all new structures will be a minimum of 3 feet above historic high groundwater levels and 1 foot above the NWL of adjacent waterbodies.
 Garage floors. Minimum elevation: 1½ feet above the top-of-curb elevation, as measured from the top-of-curb at the high side of the driveway to the garage floor.
 Driveway slopes. Maximum slope: 10% from the top-of-curb to the garage floor, as measured at the centerline of the driveway unless approved otherwise by City Engineer.
 Open areas, including yards and swales.
Minimum slopes, 1%; and (Preferred design is 1.5% or greater.)
Maximum slopes, 3:1, except existing slopes being protected, which are subject to review.

Emergency overflows
 Emergency overflows shall be labeled and shown with spot elevations and drainage arrows. Emergency overflows must be established for catch basins in the street and in rear lots. Areas along rear lot lines which are below the emergency overflow elevation shall be designated as drainage easement on the final plat.
 Minimum elevation is 1.0 foott below the lowest opening house elevation.
 Storm sewer ponds' slopes, 6:1 maximum grade.

Elevations and boundaries of lakes, wetlands and ponds
 Ordinary high water level contours of all lakes, streams, wetlands, watercourses, marshes,

and surface water features required in M.S. § 505.02 (1), as it may be amended from time to time, obtained from United States Geological Survey quadrangle topographic maps or more accurate sources;
 Location of 100-year floodplain areas, 100-year flood elevations, and limits of floodway and flood fringe;
 Delineated wetland boundaries, completed by a qualified professional according to the most current U.S. Corps of Engineers methodology, and approved by the city's designated official;
 Wooded areas;
 Rock outcrops;
 Power transmission poles and lines; and
 Other significant features required to be shown.
 Watercourses.

Temporary Erosion Control Best Management Practices (BMPs)
Show location of all structural erosion control measures (with standard detail plates and maintenance information for each), including, but not limited to:
 Temporary rock entrance/exit for all vehicle access points (show on plan and provide detail)
 Perimeter silt fence; silt fence and/or bale checks should also be placed along swales or slopes greater than 50 feet in length (flare ends of silt fence up slope)
 Storm sewer inlet filters (indicate type and show graphically on plan at each location)
 Temporary sediment basins
 Erosion control mats, fiber blankets, netting, temporary seed, or temporary mulch. All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased and no later than seven (7) days after construction activity in that portion of the site has temporarily or permanently ceased when discharge points on the project is within one mile of a special or impaired water and flows to that special or impaired water.
 Soil stockpile areas (indicate temporary stabilization measures)
 Street Sweeping Required
Plans must include a note indicating that all adjacent streets will be swept daily, or as directed by the City, to remove all accumulated materials. Failure to perform any street sweeping within six hours of notice by the City will result in the work being performed by the City and all associated costs billed. The City also requires removal of accumulated materials on streets during winter.

Final Stabilization
New resident construction requires vegetated stabilization from the front curb line to the back of the structure for the entire width of the lot. Show seeding and/or turf establishment locations and specifications, including:
 Type of seeding (permanent, temporary, dormant)
 Seed type and application rate
 Fertilizer type and application rate
 Mulch type, application rate, and method of anchoring
 Specifications for installation and maintenance of erosion control mats, blankets, or netting
 Note requiring seeding/restoration to be completed within 48 hours of final grading
 Location of all areas to be vegetated

5.3.2 Erosion, Sediment, and Waste Controls

At a minimum, all erosion, sediment, and waste control practices set forth in the SWPPP and all work on the site must conform to the requirements as stated in the most current version of the NPDES General Stormwater Permit for Construction Activity, including, but not limited to:

A. Erosion prevention practices;
B. Sediment control practices;
C. Dewatering and basin draining;
D. Inspection and maintenance;
E. Pollution prevention management measures;
F. Temporary sediment basins; and,
G. Termination conditions.

Site plans must be updated during construction to reflect current site activities.

5.4 Permanent Stormwater Management

Designers are expected to follow the requirements of this section to meet the water quality requirements of the City of Faribault. Designs should meet the stormwater design standards of these Developer Guidelines and the *Minnesota Stormwater Manual*. Deviations from recommended guidance in the *Minnesota Stormwater Manual* will require detailed written explanation. Approval of any deviation from the *Minnesota Stormwater Manual* guidance will be at the discretion of the City.

5.4.1 Acceptable Practices

In the development of the permanent stormwater management practices appropriate for the development or redevelopment, infiltration (e.g., water quality volume) is foremost in importance to apply in the design. Filtration is warranted when site conditions do not allow for an effective infiltration practice. For flooding or rate control, detention systems are typically the preferred practice. Low Impact Design (LID) practices are encouraged when they can be functionally incorporated into the design. Alternative practices may be approved at the discretion of the City Engineer. When infiltration is not feasible, the permanent stormwater management practice proposed shall meet the performance identified in the *Minnesota Stormwater Manual*.

Below is a summary of permanent stormwater management practices that are accepted by the City of Faribault:

Table 1. List of Acceptable Practices

Volume Control	Filtration	Detention	Wetlands	Open Channel Systems
Infiltration Trench	Surface Sand Filter	Wet Pond	Shallow Wetland	Dry Swale
Infiltration Basin	Underground or Perimeter Sand Filter	Stormwater Reuse	Pond/Wetland Systems	Wet Swale
Raingarden	Tree Trench	Multiple Pond System		Grass Swale
Underground Storage	Organic Filter	Extended Detention Basin		Natural Channel/Stream
Reuse	Bioretention System	Micro-Pool Extended Detention Basin		
Green Roofs	Raingarden with Underdrain	Dry Detention Pond		
Trees/Tree Planters	Pervious Pavement with Underdrain	Underground Storage		

	Underground Storage with Underdrain	Other, as approved		

The design process for each of the acceptable practices is detailed in the Minnesota Stormwater Manual, http://stormwater.pca.state.mn.us/index.php/Main_Page.

5.4.2 Basic Sizing Criteria

Proposed Stormwater Management Plans must incorporate Volume Control, Water Quality, and Rate Control as the basis for stormwater management in the proposed development plan.

5.4.2.1. Volume Control

Volume control measures are required on projects to meet the requirements of the City of Faribault's MS4 Permit obligations. Volume control shall be required for any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres, unless granted by waiver from the City.

Non-Linear Projects

A proposed development shall capture and retain on site 1.0 inches of runoff times the sum of the new and fully reconstructed impervious surfaces. If an applicant can demonstrate that the volume control standard has been met, then the water quality sizing criteria shall be considered satisfied.

Volume reduction practices must be considered first. If site constraints prohibit infiltration, other volume reduction practices, such as a wet sedimentation basin, or filtration basin may be considered. In all circumstances, a reasonable attempt must be made to obtain right-of-way during the project planning and all attempts of infeasibility must be recorded. When restrictions exist and the entire water quality volume cannot be treated due to lack of right-of-way, easements, or other permissions from property owners to install treatments systems that can treat the total water quality volume on site, the remaining water quality volume must be addressed through off-site treatment and, at a minimum, satisfy the following conditions:

A. Select an off-site treatment location in the following order of preference:
    1) Locations that yield benefits to the same receiving water that receives runoff from the original construction activity;
    2) Locations within the same DNR catchment area as the original construction activity;
    3) Locations in the next adjacent DNR catchment area upstream; or,
    4) Locations anywhere within the City of Faribault's jurisdiction.
B. Must involve the creation of new permanent stormwater management BMPs or the retrofit of existing BMPs, or the use of a properly designed regional permanent stormwater management practice[1]; and,
C. Must be completed within 24 months after the start of the original construction activity.

Linear Projects

For linear projects, the water quality volume shall be calculated as the larger of:

a. One-inch times the new impervious surface; or,
b. One-half (0.5) inch times the sum of the new and fully reconstructed impervious surface.

[1] Previously required routine maintenance of permanent stormwater management practices cannot be considered mitigation.

If the total water quality volume cannot be treated within the existing right-of-way (ROW), a reasonable attempt to obtain additional ROW, easement, or other permission to treat the stormwater must be initiated. However, volume reduction practices will not be required if the practices are cost prohibitive. All attempts of infeasibility must be recorded, and treatment of the water quality volume must be maximized prior to discharge to the City's storm sewer system and surface waters.

Projects Less than One Acre
For projects less than one acre, the City encourages applicants to incorporate volume control and water quality provisions to the maximum extent feasible.

Stormwater Design Criteria for ponds and detention basins, and infiltration and filtration practices can be found in Section IV.C.4 and Section IV.C.5.

5.4.2.2. Infiltration Restrictions
The use of infiltration techniques shall be prohibited where the infiltration practice will be constructed in any of the following areas:

a. That receive discharges from vehicle fueling and maintenance areas;
b. Where high levels of contaminants in soil or groundwater may be mobilized by infiltration;
c. Where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour;
d. With less than three feet of separation from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock;
e. Of predominately Hydrologic Soil Group D (clay) soils;
f. In an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, Subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health;
g. In an ERA within a DWSMA as defined in Minn. R. 4720.5100, Subp. 13, classified as moderate vulnerability unless the applicant performs a higher level of engineering review[2] sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;
h. Outside of an ERA within a DWSMA classified as high or very high vulnerability unless the applicant performs a higher level of engineering review[3] sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;
i. Within 1,000 feet upgradient or 100 feet downgradient of active karst features; or,
j. That receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile scrap yards, scrap recycling and waste recycling facilities, hazardous waste treatment, storage, or disposal facilities, or air transportation facilities that conduct deicing activities.

Where the site factors listed above limit the construction of infiltration systems, the applicant shall provide appropriate documentation to the City regarding the limitations. If the City determines that infiltration is prohibited onsite, the applicant shall consider alternative volume reduction BMPs and the water quality volume must be treated by a wet sedimentation basin, filtration system, regional ponding, or similar method prior to the release of stormwater to the City's storm sewer system and other surface waters.

5.4.2.3. Water Quality
The water quality control standard shall be considered satisfied if the volume control standard has been satisfied. If it is infeasible to meet the volume control standard due to

[2] See "higher level of engineering review" in the Minnesota Stormwater Manual for more information.
[3] See "higher level of engineering review" in the Minnesota Stormwater Manual for more information.

site constraints, the applicant shall consider alternative volume reduction BMPs and the water quality volume must be treated by a wet sedimentation basin, filtration system, regional ponding, or similar method prior to the release of stormwater to the City's storm sewer system and other surface waters. In the case of alternative volume reduction BMPs, at least 60% TP and 90% TSS removal will be required on an average annual basis. A wet sedimentation basin with a permanent pool (dead storage) volume greater than or equal to the runoff from a 2.5-inch 24-hour storm event over the entire contributing drainage area is considered to meet these requirements.

PondNET, P-8, MIDS and/or scientifically valid field studies are acceptable methods for verifying water quality performance.

Additional Stormwater Design Criteria information can be found in **Section IV.C**.

5.4.2.4. Rate Control

A. At a minimum, post-construction stormwater management practices shall maintain existing flow rates for the 2-, 10-, and 100-year 24 hour rainfalls in accordance with Atlas 14 data as shown in **Table 2**.

Table 2. Atlas 14 Data for City of Faribault

Event	Rainfall/Snowmelt Depth (inches)
2-year, 24 hour	2.84
10-year, 24 hour	4.25
100-year, 24 hour	7.29
100-year, 10 day snowmelt	10.1

B. Overland conveyance, ponds, and BMPs – including design of the flood storage, outlets, and emergency overflows – shall be designed for the 100-year critical flood event. The 100-year critical flood event is either the 100-year, 24-hour storm event or the 100-year 10-day snowmelt event, whichever produces the highest high water level (HWL).
C. All drainage system analyses and designs shall be based on proposed full development land use patterns.
D. A MSE3 24-hour rainfall distribution with average antecedent moisture conditions should be utilized for runoff calculations.
E. The recommended minimum outlet diameter is 6 inches due to plugging susceptibility and may supersede the rate control requirement for the 2-year event.
F. Outlet structures should be designed in three phases with primary outlet structure and secondary overflow structure routed to the storm sewer and a defined emergency overflow as the tertiary outlet structure.

5.4.2.5. Freeboard

A. The low opening elevation for all new structures will be a minimum of 2 feet above the HWL for the 100-year critical event and at least 1 foot above the as-built emergency overflow (EOF) elevation from any area where surface water is impounded during a rain event.
B. For landlocked basins, where structures are proposed below the EOF, the low opening elevation will be a minimum of 2 feet above the HWL as determined by the 100-year critical back-to-back event.
C. Adjacent to channels, creeks, and ravines the low opening elevation will be at least 2 feet above the HWL for the 100-year critical event.

D. The low floor elevation for all new structures will be a minimum of 3 feet above historic high groundwater levels and 1 foot above the NWL of adjacent waterbodies.
E. Drainage easements and outlots for ponds, lakes, wetlands, streams, etc., shall encompass the area to the 100-year HWL plus 2 feet.

5.4.3 Long-Term Operation and Maintenance

No private permanent stormwater management practices may be approved unless an operation and maintenance agreement are provided that defines how access will be provided, who will conduct maintenance, the type of maintenance, and the maintenance intervals. An example maintenance agreement is provided in **Appendix C**.

The City of Faribault reserves the right to ensure maintenance responsibility for private permanent stormwater management practices when those responsibilities are legally transferred to another party. The applicant shall obtain all necessary easement or other property interests to allow access to the permanent stormwater management practices for inspection or maintenance for both the responsible party and the City of Faribault. At a minimum, all private stormwater facilities shall be inspected annually and maintained in proper condition consistent with the performance goals for which they were originally designed and as executed in the operations and maintenance agreement. If the private permanent stormwater management practice changes, causing decreased effectiveness, a new, repaired, or improved structural stormwater practice must be implemented to provide equivalent treatment to the original practice.

All settled materials including settled solids, shall be removed from ponds, sumps, grit chambers, and other devices, and disposed of properly.

5.5 Stormwater Design Criteria

5.5.1 Storm Sewer

A. Manhole spacing shall not exceed 400 feet.
B. Where more than one pipe enters a structure, a catch basin/manhole shall be used.
C. Storm sewer pipe should match top of pipe on top of pipe unless grade constraints prevent this. In that case, hydraulic calculations will be necessary to verify that excessive surcharging will not occur.
D. Storm sewer systems shall be designed for the 10-year 24-hour storm event using the Rational Method. The outlets from ponds or BMPs shall be designed for the 100-year critical flood event as previously described.
E. The minimum full flow velocity within the storm sewer should be 3 feet per second (fps). The maximum velocity shall be 10 fps, except when entering a pond, where the maximum velocity shall be limited to 6fps.
F. For storms greater than the 10-year event, and in the case of plugged inlets, transient street ponding will occur. For safety reasons, the maximum depth in streets should not exceed 1.5 feet at the deepest point.
G. To promote efficient hydraulics within manholes, manhole benching shall be provided to 1/2 diameter of the largest pipe entering or leaving the manhole.
H. Vaned grate (3067V or 3067 VB in low point) catch basin castings shall be used on all streets.
I. The maximum design flow at a catch basin for the 10-year storm event shall be three (3) cubic feet per second (cfs), unless high capacity grates are provided. Catch basins at low points will be evaluated for higher flow with the approval of the City Engineer.
J. All structures located in the street are to be a minimum of four feet deep (rim to invert) and a minimum of three feet deep elsewhere. Two-by-three catch basins are to be four (4) feet deep.

5.5.2 Outlet and Inlet Pipes

A. Inlet pipes of stormwater ponds shall be extended to the pond NWL whenever possible.
B. Outfalls with velocities greater than 4 fps into channels, where the angle of the outfall to the channel flow direction is greater than 30 degrees, requires energy dissipation or stilling basins.
C. Outfalls with velocities of less than 4 fps, that project flows downstream into a channel in a direction 30 degrees or less from the channel flow direction, generally do not require energy dissipaters or stilling basins, but will require riprap protection.
D. In the case of discharge to channels, riprap shall be provided on all outlets to an adequate depth below the channel grade and to a height above the outfall or channel bottom. Riprap shall be placed over a suitably graded filter material and filter fabric to ensure that soil particles do not migrate though the riprap and reduce its stability. Riprap shall be placed to a thickness at least 2.5 times the mean rock diameter to ensure that it will not be undermined or rendered ineffective by displacement. If riprap is used as protection for overland drainage routes, grouting may be recommended.
E. Discharge velocity into a pond at the outlet elevation shall be 6 fps or less. Riprap protection is required at all inlet pipes into ponds from the NWL to the pond bottom.
F. Where outlet velocities to ponds exceed 6 fps, the design should be based on the unique site conditions present. Submergence of the outlet or installation of a stilling basin approved by the City is required when excessive outlet velocities are experienced.

5.5.3 Channels and Overland Drainage

A. Overland drainage routes where velocities exceed 4 fps should be reviewed by the City Engineer and approved only when suitable stabilization measures are proposed.
B. Open channels and swales are recommended where flows and small grade differences prohibit the economical construction of an underground conduit. Open channels and swales can provide infiltration and filtration benefits not provided by pip.
C. The minimum grade in all unpaved areas shall be two (2) percent.
D. Maximum length for drainage swales shall be 400 feet.
E. Channel side slopes should be a maximum of 4:1 (horizontal to vertical) with gentler slopes being desirable.
F. Riprap shall be provided at all points of juncture, particularly between two open channels and where storm sewer pipes discharge into a channel.
G. Open channels should be designed to handle the expected velocity from a 10-year design storm without erosion. Riprap may need to be provided.
H. Periodic cleaning of an open channel is required to ensure that the design capacity is maintained. Therefore, all channels shall be designed to allow easy access for equipment.

5.5.4 Ponds and Detention Basins

A. Where on site water quality detention basins are required, copies of the calculations determining the design of the basin(s) will be provided. The size and design considerations will be dependent on the receiving water body's water quality category, the imperviousness of the development and the degree to which on site infiltration of runoff is achieved. Design of on-site detention basins, as described in the site's runoff water management plan, shall incorporate recommendations from the nationwide urban runoff program (NURP) and "Protecting Water Quality in Urban Areas", published by the Minnesota pollution control agency, as adopted by the city, or the applicable publications, as adopted by the city. The following design considerations are required for on-site water quality detention basins based on the receiving water's water quality category. These designs include permanent detention for water quality treatment; extended detention

designs may be substituted if they provide treatment equivalent to the requirements below:

a. A permanent pool (dead storage) volume below the normal outlet shall be greater than or equal to the runoff from a two and one-half inch (2.5") 24-hour storm over the entire contributing drainage area assuming full development.
b. A permanent pool average depth (basin volume/basin area) which shall be greater than four feet (4'), with a maximum depth of less than ten feet (10').
c. An emergency spillway (emergency outlet) adequate to control the 100-year frequency critical duration rainfall event.
d. Basin side slopes above the NWL should be no steeper than three to one (3:1) when possible, and preferably flatter. A basin shelf with a minimum width of ten feet (10') and a maximum slope of ten to one (10:1) below the NWL is required to enhance wildlife habitat, reduce potential safety hazards, and improve access for long term maintenance.
e. A flood pool (temporary storage) volume above the principal outlet spillway shall be adequate so that the peak discharge rate from the 1-, 10- and 100-year frequency critical duration storm is not greater than the peak discharge for a similar storm and predevelopment watershed conditions.
f. Extended detention of runoff from the more frequent (1-year to 5-year) storms shall be achieved through a principal spillway design which shall include a perforated vertical riser, a small orifice outlet or a compound weir. The spillway must be constructed of a limited maintenance material. The use of treated or naturally decay resistant timber shall not be allowed.
g. Effective energy dissipation devices which reduce outlet velocities to four feet (4') per second or less shall consist of riprap, stilling pools or other such measures to prevent erosion at all stormwater outfalls into the basin and at the detention basin outlet.
h. For purposes of erosion control, vegetation protection and wildlife habitat enhancement, the 10-year flood level of the basin shall be no more than two feet (2') above the normal level of the basin.
i. All constructed ponds shall be provided a maintenance access from an adjacent roadway. The maintenance access shall be provided in the form of an easement no narrower than 20 feet. The maintenance access shall have a longitudinal slope no steeper than 6:1 and minimal cross slope. Maintenance access routes, due to their extra width, also serve well as emergency overflow (EOF) routes.

5.5.5 Infiltration/Filtration Practices

A. Sizing of filtration/infiltration practices shall be in conformance with the volume control requirements of this manual and the Minnesota Stormwater Manual.
B. When designing an infiltration practice for volume control and water quality management, on-site testing and detailed analysis are strongly encouraged to determine the infiltration rates of the proposed infiltration facility. Documented site-specific infiltration or hydraulic conductivity measurements (double ring infiltrometer) completed by a licensed soil scientist or engineer is required. In the absence of a detailed analysis, the saturated infiltration rates listed in the Infiltration Rates for Infiltration Practices table found on the Minnesota Stormwater Manual shall be used. A piezometer shall be installed to ascertain the level of the local groundwater table and demonstrate at least three feet of separation between the bottom of the proposed facility and the groundwater. The soil boring is required to go to a depth of at least five feet below the proposed bottom of the infiltration practice. The soils shall be classified using the Unified Soil Classification system. The least permeable soil horizon will dictate the infiltration rate. Infiltration practices shall be designed to infiltrate the required runoff volume within 48 hours.
C. Pretreatment, in the form of ponds, forebays, filter strips, or other approved methods, shall be provided for all infiltration areas. Pretreatment upstream of volume management practices is a key element in the long-term viability of infiltration areas. The level of

pretreatment varies largely depending on the infiltration practice and drainage area. Minnesota Stormwater Manual recommendations shall be utilized for determining the appropriate level of pretreatment on a case-by-case basis.

D. The infiltration practice shall not be used within fifty feet of a municipal, community or private well, unless specifically allowed by an approved wellhead protection plan.
E. The infiltration practice shall not be used for runoff from fueling and vehicle maintenance areas and industrial areas with exposed materials prosing contamination risk unless the infiltration practice is designed to allow for spill containment.
F. The infiltration practice shall not be used in Hydrologic Soil Group (HSG) D soils without soil corrections.
G. A plan for management for vegetation shall be included in the Stormwater Pollution Prevention Plan.
H. If soils are unsuitable for infiltration, then filtration may be used with drain tile.
I. Subgrade soils for infiltration/filtration practices shall assume a 40% void ratio for clean washed rock and 20% for construction sand for the purposes of volume calculations.
J. Rock storage beds shall be constructed using crushed angular granite that has been thoroughly washed to remove all fine particles that could result in clogging of the system.
K. For infiltration benches adjacent to ponds, benches shall have slopes no steeper than 5:1 over the proposed infiltration zone. A slope of 10:1 is preferred. The Minnesota Stormwater Manual cites concerns with locating infiltration features immediately adjacent to ponds. To address this, benches shall be located to maintain hydraulic separation from the saturated zone of the pond to minimize the loss of infiltration potential over time.

5.5.6 Emergency Overflows

A. EOFs shall be labeled and shown with spot elevations and drainage arrows. EOFs must be established for catch basins in the street and in rear lots. Areas along rear lot lines which are below the EOF elevation shall be designated as drainage easement on the final plat.
B. Maximum elevation is 1 foot below the lowest opening of adjacent structures.

6. WETLAND AND WETLAND BUFFER STRIPS

The Rice County Soil and Water Conservation District is the Wetland Conservation Act (WCA) Local Government Unit (LGU) for Rice County and requires any projects that impacts wetlands to conform to the WCA and the City's wetland ordinance. The City requires wetlands to be assessed with the most recent version of Minnesota Routine Assessment Method (MnRAM) or equal assessment recommended by BWSR to be completed for any subdivision or project that impacts wetlands.

The provisions for wetlands and wetland buffer strips outlined below pertain to all wetlands within the city, including any that are regulated by other entities.

6.1 Minimum Protections for Wetlands During Construction

1. Any runoff from the site must not be discharged directly into any wetland without appropriate quality and quantity stormwater runoff control, depending on the individual wetland's sensitivity classification as determined by the Board of Soil and Water Resources (BSWR).
2. All work by the applicant in and around wetlands must be conducted using the following standards and in accordance with MN Rules Chapter 8420: avoid activities that may directly or indirectly destroy or diminish the wetland; limit the degree or magnitude of the wetland-related activity; repair, rehabilitate, or restore the affected wetland environment with one wetland of at least equal value; perform preservation and maintenance operations on the wetland throughout any activity on the site.

3. The Minnesota Pollution Control Agency's Stormwater Best Management Practices shall be adhered to at all times during the construction process in order to avoid any erosion and sedimentation to the wetland.

6.2 Assessment of Wetlands and Wetland Buffer Strips

1. It is the responsibility of the applicant to determine whether a wetland exists on a site or a structure setback from a wetland on an adjacent property is required. The applicant must delineate and document the boundaries of any wetlands on the site in a report in accordance with the WCA requirements and US Army Corps of Engineers Wetland Delineation Manual (1987). For applications involving property containing a wetland or adjacent property containing a down-gradient wetland submitted after the date this article is effective and unless otherwise exempted, a permanent wetland buffer strip must be maintained around each wetland located on or adjacent to the site along with structure setbacks required by this article.
2. The type of wetland buffer strip that is required shall be determined by the functional value of the wetland through the results of a Minnesota Routine Assessment Method ("MNRAM") assessment or equal assessment recommended by BWSR that shall be conducted by the applicant. Wetlands are classified as high, medium, or low quality based on the MNRAM assessment.

6.3 Required Submittals

When a wetland buffer strip is required by the City, the following must be delivered to the City before the City will issue any building permits for the site:

1. Reports of the applicant's MNRAM assessment and wetland delineation for the site;
2. An executed conservation easement in favor of the city for protection of the wetlands and wetland buffer strips on the site. The easement must legally and geographically describe the boundaries of the wetlands and wetland buffer strips, wetland buffer strip markers and their locations and prohibit any structures, paving, mowing, introduction of non-native vegetation, cutting, filling, dumping, yard waste disposal, fertilizer application or removal of the wetland buffer strip markers within the wetland buffer strip or the wetland;
3. Evidence that the easement document was recorded in the Rice County recorder's office along with a duplicate original of the easement document; and
4. Proof that the wetland buffer strip markers have been installed.

6.4 Determination of Required Wetland Buffer Strips and Structure Setbacks

The wetland buffer strips required for each wetland shall be measured from the wetland boundary or ordinary high water level in cases involving wetlands and the top of the bank of the channel in cases involving rivers and streams. The structure setbacks shall be measured from the outer edge of the wetland buffer strip to the structure. The required dimensions for all wetland buffer strips and structure setbacks are listed below. The wetland buffer strip's width may be adjusted along the wetland's boundaries so long as the width does not fall below the minimum width required by this

article. Publicly owned trails for educational and recreational purposes may be included as part of the wetland buffer strip's width calculations.

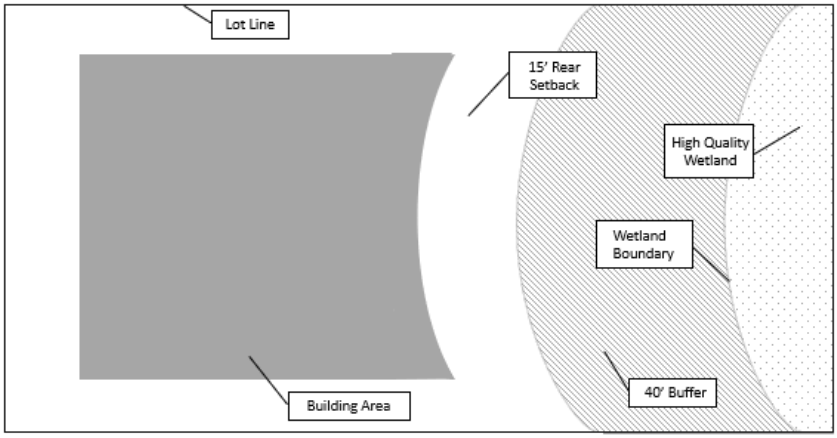
Table 3. Wetland Buffer Strips and Structure Setbacks

MNRAM Wetland Classification or equivalent assessment	High Quality	Medium Quality	Low Quality
Wetland buffer strip minimum width:	40 feet	25 feet	15 feet
Minimum structure setback: (from the outer edge of the wetland buffer strip)	15 feet	15 feet	15 feet

Example of wetland buffer strip and minimum structure setback requirements as applied to a high quality wetland:

6.5 Property Exempt from Wetland Buffer Strip and Setback Requirements

Wetland buffer strips and setbacks are not required for wetlands on or adjacent to sites where the WCA would exempt the draining or filling of the wetland from the replacement plan requirements. Wetland buffer strips and setbacks shall also not be required for roadways that must be aligned either adjacent to or across a wetland and are subject to WCA replacement requirements where additional wetland filling would be required to create a wetland buffer strip. Public trails shall also be exempted from the wetland buffer strip and setback requirements. The required wetland buffer strip structure setback for all other roadways, private trails, parking lots and related retaining walls and fences shall be five (5) feet from the wetland buffer strip.



6.6 Septic and Soil Absorption System Setback Requirements

All septic and soil absorption systems on the site must be set back a minimum of fifty (50) feet from any boundary of the wetland. For purposes of determining this setback, the boundary of the wetland shall be determined by the MNRAM assessment.

6.7 Wetland Buffer Strip Markers

All wetland buffer strips shall be equipped with permanent markers in order to identify the boundary of the wetland buffer strip on each lot. One marker shall be placed per lot at the upslope edge of

the required wetland buffer strip and placed every two hundred (200) feet and on all common lot lines. The marker may be purchased from the city at cost and must be installed before building permits are issued.

6.8 Wetland Buffer Strip Vegetation Requirements

Where acceptable predevelopment natural vegetation exists in a wetland buffer strip, the retention of that vegetation in an undisturbed state shall be required. An existing wetland buffer strip is deemed acceptable if it has acceptable natural vegetation and if it has a continuous, dense layer of perennial grasses, trees, and/or shrubs that have been uncultivated or unbroken for at least ten (10) consecutive years.

6.9 Encroachment Into Wetland Buffer Strips and Wetlands

All wetland buffer strips and wetlands must be kept free of all structures, including, but not limited to, fences and play equipment and shall stay in an undisturbed state. Patios and decks may encroach up to a maximum of six (6) feet into wetland buffer strip setback areas. Porches shall not encroach into wetland buffer strip setback areas. All structures on a site that are intended to provide access across a wetland (such as boardwalks) are prohibited on a wetland buffer strip or wetland unless a wetland permit is obtained from the Rice County Soil and Water Conservation District. Wet detention facilities may encroach into wetland buffer strips, provided that the amount of the wetland buffer strip encroached upon does not exceed fifty (50) percent of the total area required for such ponding, and provided that the amount of wetland buffer strip encroached upon does not exceed fifty (50) percent of the total area required for the wetland buffer strip with the exception of instances where two (2) cell water quality ponding that is approved by the city is utilized.

6.10 Water Quality and Rate Control Upstream of Wetlands

This section describes minimum control measures for water quality and rate control upstream of wetlands. The criteria depend upon the susceptibility of the wetland to negative impacts from urban stormwater. **Table X** lists differing wetland types and their susceptibility to impacts from stormwater.

Table X Wetland Susceptibility to Stormwater Impacts

Highly Susceptible	Moderately Susceptible	Slightly Susceptible	Least Susceptible
Sedge Meadows	Shrub-carrs	Shall Open Water Communities	Cultivated Hydric Soils
Bogs	Alder Thickets	Floodplain Forests	Dredge/Fill Disposal Sites
Coniferous Bogs	Fresh Meadows	Deep Marshes	Gravel Pits
Open Bogs	Shall Marshes	Seasonally Flooded Basins	Reed Canary Grass Monotypes
Calcareous Fens			
Low, Wet, and Fresh Prairies			
Lowland Hardwood Swamps			
Coniferous Swamps			

Source: Guidance for Evaluating Urban Storm Water and Snowmelt Impacts To Wetlands by the State of Minnesota Storm Water Advisory Group

The following criteria should be used to determine what type of rate control and water quality treatment should occur upstream of a wetland.

- Case 1: least susceptible wetland
  - Water quality volume (runoff from the 2.5-inch event) can be provided within wetland
  - All flood storage can occur within the wetland
- Case 2: slightly or moderately susceptible wetland
  - Water quality volume (runoff from the 2.5-inch event) must be provided upstream of the wetland
  - Flood storage must be provided upstream of wetland such existing discharge rates for the 10-year event rate are maintained to the wetland
- Case 3: highly susceptible wetland
  - Water quality volume (runoff from the 2.5-inch event) must be provided upstream of the wetland
  - Infiltration or filtration must be provided beyond the water quality volume
  - Flood storage must be provided upstream of wetland such existing discharge rates for the 10-year event rate are maintained to the wetland

7. SHORELAND MANAGEMENT DISTRICT

The purpose of the shoreland management district is to guide development along protected lakes, rivers, and creeks in the City of Faribault to preserve water quality, protect natural resources, and provide wise utilization of water and related land resources. The public waters of the City of Faribault have been classified below consistent with the criteria found in in Minnesota Regulations, Part 120.3300, and the Protected Waters Inventory Map for Rice County, Minnesota:

Table 4. City of Faribault Public Waters Inventory

Protected Waters **Classification**	**Protected Waters ID Number**	**Legal Description** ***From/To***
Natural Environment Lakes		
Unnamed Lake	66-19	S23, 26 T110-R21
General Development Lakes		
Wells Lake	66-10	S36 T110-R21 to City Boundary
Faribault Lake (Mill Pond)	66-7	S25, T110-R21 - S30, T110-R20
Wild and Scenic River		
Cannon River		S19, T110-R20 to City Boundary
Agricultural River		
Straight River		City Boundary to S30, T110-R20
Urban River		
Cannon River		S36, T110-R21 to S19, T110-R20
Tributary River		
Crocker's Creek		City Boundary to S25, T110-R21
Falls Creek		S33, T110-R20
Unnamed Creek to CR		S26, T110-R21

Special considerations for setbacks, lot sizes, and related land use and zoning standards may apply. Additional information can be found in City Code Appendix B, Chapter 13, Article 6. Shoreland Management District.

8. APPENDICES

APPENDIX A

Appendix A SWPPP Submittal Checklist

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

SWPPP checklist

Construction Stormwater Program

Stormwater Pollution Prevention Plan (SWPPP)

Doc Type: Stormwater Pollution Prevention Plan (SWPPP)

C000					

Background: This checklist is used by Minnesota Pollution Control Agency (MPCA) staff for Stormwater Pollution Prevention Plan (SWPPP) reviews. It is provided as an additional resource intended for SWPPP designers for construction projects to assure all required elements of a SWPPP are included. Use of this checklist will help you to determine if your SWPPP is complete, though not all checklist items are applicable to all projects. This checklist can be used for all size projects; however, the guidance document "Stormwater Compliance Assistance Toolkit for Small Construction Operators," contains a SWPPP template designed specifically for small site projects. This guidance is available on the MPCA Construction Stormwater webpage at: https://www.pca.state.mn.us/water/construction-stormwater.

Note - *This checklist is for your information and use is voluntary. The checklist does not need to be returned to the MPCA.*

Review information

Applicant: _____ Project name: _____

Application date: _____ Reviewer name: _____

Reason for review:

Yes	N/A		Notes
☐	☐	**Mandatory (over 50 acres and discharging to a special or impaired water)**	
☐	☐	**Random audit**	
☐	☐	**Enforcement case**	
		Case lead:	

SWPPP contains a combination of:

Yes	N/A		Notes
☐	☐	**Narrative**	
☐	☐	**Plan sheets**	
☐	☐	**Standard detail sheets (where appropriate)**	

SWPPP information

Yes	N/A	SWPPP narrative should contain the following:	Notes
☐	☐	A description of the nature of the construction activity	
☐	☐	The person knowledgeable and experienced in the application of erosion prevention and sediment control best management practices (BMPs) who will oversee the implementation of the SWPPP	
☐	☐	The person, organization, or entity (name or title) responsible for long-term operation and maintenance of the permanent stormwater treatment system	
☐	☐	Documentation for all trained individuals	
☐	☐	A description of installation timing for all erosion prevention and sediment control BMPs	
☐	☐	A description of the permanent cover methods for all exposed soil areas (may be in narrative or on plan sheets)	
☐	☐	Any stormwater mitigation measures proposed as part of environmental, endangered species, archaeological or other required local, state or federal reviews conducted for the project	
☐	☐	Identify discharges to any U.S. Environmental Protection Agency (EPA)-approved Total Maximum Daily Load (TMDL) for the pollutants/stressors described in item 23.7	

Yes	N/A	SWPPP narrative should contain the following (continued):
☐	☐	A description of the permanent stormwater treatment system
☐	☐	A description of procedures to amend the SWPPP
☐	☐	A description of methods used to minimize soil compaction and preserve topsoil
☐	☐	In designing the stormwater controls, the SWPPP must account for:
		Yes N/A
		☐ ☐ The expected amount, frequency, intensity and duration of precipitation
		☐ ☐ The nature of stormwater runoff and run-on at the site, including factors such as expected flow from impervious surfaces, slopes and site drainage features
		☐ ☐ The range of soil particles expected to be present
		☐ ☐ The stormwater volume, velocity, and peak flowrates to minimize discharge of pollutants in stormwater and to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points
☐	☐	A description of any specific chemicals and chemical treatment systems used for enhancing the sedimentation and how compliance with item 9.18 will be achieved
☐	☐	Acres of impervious surfaces (pre- and post-construction)
☐	☐	If permittees determine compliance with the following requirements is infeasible, document the determination:
		Yes N/A
		☐ ☐ Temporary sediment basins (must describe alternative BMPs used)
		☐ ☐ If the permanent treatment system for linear projects cannot be constructed within the right-of-way (reasonable attempt to obtain the right-of-way must be made)
		☐ ☐ Buffer zones
		☐ ☐ The full volume reduction requirement
☐	☐	Any required site assessments for groundwater or soil contamination
☐	☐	Tabulated quantities of all erosion prevention and sediment control BMPs anticipated for the life of the project

Notes

Yes	N/A	The plan sheets should contain the following:
☐	☐	A site map or maps including:
		Yes N/A
		☐ ☐ Existing and final grades
		☐ ☐ Drainage area boundaries
		☐ ☐ Direction of stormwater flow
		☐ ☐ All discharge points where stormwater is leaving the site or entering a surface water
		☐ ☐ Soil types
		☐ ☐ Impervious surfaces
		☐ ☐ Locations of potential pollutant generating activities (as identified in Section 12)
		☐ ☐ Areas of steep slope (3:1 or greater)
		☐ ☐ All surface waters, existing wetlands, and stormwater ponds/basins within one aerial mile that receive stormwater from the construction site, during or after construction *Note: If they do not fit on the plan sheets, use an arrow to note the direction and distance*

Notes

Yes	N/A	The plan sheets should contain the following (continued):	Notes
		Yes N/A	
☐	☐	Construction activity areas that are adjacent to and drain to Public Waters for which the Minnesota Department of Natural Resources (DNR) has promulgated "work in water restrictions" during specified fish spawning time frames	
☐	☐	50 foot buffer zones	
☐	☐	100 foot permanent buffer zones	
☐	☐	Locations and types of all temporary and permanent erosion prevention and sediment control BMPs	
☐	☐	Locations of areas where construction will be phased to minimize duration of exposed soil areas	
Yes	**N/A**	**Standard plates or specifications:**	
☐	☐	Are standard plates or specifications included where appropriate?	

Construction activity requirements

Yes	N/A	Erosion prevention measures:	Notes
☐	☐	Exposed soils (including stockpiles) have erosion protection/cover initiated immediately and completed within 14 days (or 7 days per Section 23)	
☐	☐	For DNR Public Waters with "work in waters restrictions" during specified fish spawning time frames, stabilization must be completed for all exposed soil areas within 200 feet of the water's edge, and draining to the water, within 24 hours during the restriction period	
☐	☐	The wetted perimeter of the last 200 linear feet of ditches must be stabilized within 24 hours of connecting to a surface water or property line	
☐	☐	Temporary or permanent ditches or swales that are being used as a sediment containment system during construction must be stabilized within 24 hours after no longer being used as a sediment containment system	
☐	☐	Pipe outlets must have energy dissipation within 24 hours of connecting to a surface water or permanent stormwater treatment system	
☐	☐	Mulch, hydromulch, tackifier, polyacrylamide, or similar erosion prevention practices cannot be used within the normal wetted perimeter of drainage ditches or swale sections with a continuous slope greater than 2%	

Yes	N/A	Sediment control measures:	Notes
☐	☐	Sediment control practices are established on downgradient perimeters and upgradient of any buffer zones	
☐	☐	Sediment control practices are established at the base of stockpiles on the downgradient perimeter	
☐	☐	Stockpiles are located outside of natural buffers or surface waters, including stormwater conveyances (e.g., curb and gutter systems) unless there is a bypass	
☐	☐	Inlet protection BMPs included	
☐	☐	Vehicle tracking BMPs established where vehicles are exiting the site to minimize street tracking	

Yes	N/A	Sediment control measures (continued):	Notes
☐	☐	Plans to preserve topsoil (unless infeasible)	
☐	☐	Plans to minimize soil compaction	
☐	☐	Direct discharges from BMPs to vegetated areas, unless infeasible	
☐	☐	50-foot natural buffers are preserved **or** (if maintaining buffer is infeasible) redundant sediment controls are provided when a surface water is located within 50 feet of the project's earth disturbances and drains to the surface water	

Yes	N/A	Dewatering and basin draining:	Notes
☐	☐	If dewatering is required on the site, there must be a plan in place to prevent nuisance conditions, erosion, and inundation of wetlands	
☐	☐	If using filters with backwash water, backwash water must be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into the site in a manner that does not erode into runoff	

Yes	N/A	Inspection requirements:	Notes
☐	☐	The SWPPP must identify the trained person (as identified in item 21.2.b) who will conduct inspections	
☐	☐	Inspections must be performed once every 7 days	
☐	☐	Inspections must be performed within 24 hours of a rain event greater than 0.5 inches in 24 hours	
☐	☐	Inspection and Maintenance records should include:	

Yes	N/A	
☐	☐	Date and time of inspection
☐	☐	Name of person(s) conducting inspections
☐	☐	Findings of inspections, including the specific location where corrective actions are needed
☐	☐	Corrective actions taken (including dates, times, and party completing maintenance activities)
☐	☐	Date and amount of rainfall events greater than 0.5 inch in 24 hours
☐	☐	Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system
☐	☐	Requirements to observe any discharge that may be occurring during the inspection. Discharge should also be described and photographed

Yes	N/A	Maintenance requirements:	Notes
☐	☐	All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow.	
☐	☐	Perimeter control devices must be repaired, replaced, or supplemented when nonfunctional or sediment reaches one-half the height of the device.	
☐	☐	Temporary and permanent sediment basins must be drained and sediment removed when the depth of sediment collected reaches one-half storage volume	

Yes	N/A	Maintenance requirements (continued):	Notes
☐	☐	All sediment deposits and deltas must be removed from surface waters (including drainage ways, catch basins, and other drainage systems) and the removal areas restabilized within seven days	
☐	☐	Sediment on paved surfaces (e.g., sediment tracked from vehicles) must be removed within one calendar day of discovery	
☐	☐	Permanent stormwater treatment BMPs must be inspected and maintained	

Yes	N/A	Pollution prevention management measures:	Notes
☐	☐	Proper storage, handling, and disposal of construction products, materials, and wastes is required	
☐	☐	SWPPP should address fueling and maintenance of equipment or vehicles and spill prevention and response	
☐	☐	Limit exterior vehicle and equipment washing to a defined area of the site	
☐	☐	The SWPPP should include a description of the containment for concrete and other washout waste	
☐	☐	Portable toilets must be positioned so that they are secure	

Yes	N/A	Permit termination conditions:	Notes
☐	☐	Permanent uniform perennial vegetative cover must be established at 70% density of its expected final growth	
☐	☐	The permanent stormwater treatment system is constructed, meets all requirements, and is operating as designed	
☐	☐	All temporary synthetic erosion prevention and sediment control BMPs must be removed	
☐	☐	Clean out sediment from conveyance systems and permanent stormwater treatment systems (return to design capacity)	
☐	☐	For residential sites, install temporary erosion protection and downgradient perimeter control and distribute the MPCA's Homeowner Fact Sheet	
☐	☐	Submit a Notice of Termination (NOT) to the MPCA	

Design requirements

Yes	N/A	Temporary sediment basins:	Notes
☐	☐	If yes:	

Yes	N/A	
☐	☐	Basins must provide live storage for runoff from a 2-year, 24-hour storm (minimum 1,800 ft^3/acre) or, with no calculative minimum, provide 3,600 ft^3/acre
☐	☐	Outlets must be designed to remove floating debris
☐	☐	Outlets must be designed to allow complete drawdown
☐	☐	Outlets must be designed to withdraw water from the surface
☐	☐	Outlets must have energy dissipation within 24 hours of connecting to a surface water

Yes N/A Temporary sediment basins (continued):

If yes:

Yes	N/A	
☐	☐	Basins must be designed to prevent short circuiting
☐	☐	Basins must have a stabilized emergency overflow
☐	☐	Basins must be situated outside of surface waters and any required buffer zones

Notes

Yes N/A Permanent stormwater treatment system:

- ☐ ☐ Include calculations for the permanent stormwater treatment system (water quality volume of one inch times the net increase of impervious surfaces created by the project to be retained on site)
- ☐ ☐ Volume reduction practices must be considered first
- ☐ ☐ Is infiltration prohibited due to the practice being constructed in or receiving discharges from one of the following?

Yes	N/A	
☐	☐	Areas where vehicle fueling and maintenance occur
☐	☐	Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the seasonally saturated soils or the top of bedrock
☐	☐	Areas where industrial facilities are not authorized to infiltrate industrial stormwater under a National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Industrial Stormwater Permit issued by the MPCA:
		☐ Automobile salvage yards
		☐ Scrap recycling and waste recycling facilities
		☐ Hazardous waste treatment, storage or disposal facilities
		☐ Air transportation facilities that conduct deicing activities
☐	☐	Areas where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater
☐	☐	Areas of predominantly Hydrological Soil Group D (clay) soils
☐	☐	Areas within 1,000 feet upgradient, or 100 feet downgradient of active karst features
☐	☐	Areas within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13, if the system will be located in:
		☐ An Emergency Response Area (ERA) within a DWSMA classified as having high or very high vulnerability
		☐ An ERA within a DWSMA classified as having moderate vulnerability unless a regulated MS4 Permittee has performed or approved a higher level of engineering review

Notes

Yes N/A Permanent stormwater treatment system (continued):

- ☐ ☐ Outside of an ERA within a DWSMA classified as having high or very high vulnerability unless a regulated MS4 Permittee has performed or approved a higher level of engineering review
- ☐ ☐ Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour

☐ ☐ If infiltration is prohibited:

Yes	N/A	
☐	☐	Other methods of volume reduction are considered
☐	☐	The water quality volume is treated by a wet sedimentation basin, filtration system, regional ponding or equivalent methods prior to the discharge of stormwater to surface waters.

☐ ☐ If proximity to bedrock precludes the installation of any of the permanent stormwater management practices, some treatment has been provided:

Yes	N/A	
☐	☐	Grassed swales
☐	☐	Smaller ponds
☐	☐	Grit chambers

Notes

Yes N/A Permanent treatment method selected:

☐ ☐ Infiltration (e.g., infiltration basins, infiltration trenches, rain gardens, swales with check dams, natural depressions)

Yes	N/A	
☐	☐	Include at least one soil boring, test pit or infiltrometer test in the location of the infiltration practice
☐	☐	If the infiltration rate has been field-measured, the rate has been divided by two for design purposes
☐	☐	Appropriate testing has been conducted to ensure a minimum of three feet of separation from the bottom of the infiltration practice to the seasonally saturated soils and/or bedrock
☐	☐	The system has been designed to maintain pre-existing hydrologic conditions of wetlands in the vicinity (e.g., do not breach a perched water table that is supporting a wetland)
☐	☐	The SWPPP includes requirements to avoid excavating the infiltration system within three feet of final grade before the drainage area is stabilized
☐	☐	If the infiltration system is excavated within three feet of final grade, rigorous erosion prevention and sediment control BMPs are used to keep all runoff and sediment out of the infiltration system

Notes

Yes N/A Permanent treatment method selected (continued):

☐ ☐ Infiltration (continued)

Yes	N/A	
☐	☐	A pretreatment device is planned
☐	☐	All stormwater routed to the practice can be discharged in 48 hours *Note: Any additional flows must bypass the system through a stabilized discharge point*
☐	☐	There is a way to visually verify the system is operating as designed
☐	☐	Adequate maintenance access is provided

Notes

☐ ☐ Filtration (e.g., sand filters, biofiltration areas, swales using underdrains and check dams, and underground sand filters)

Yes	N/A	
☐	☐	The filtration system is designed to remove at least 80% of total suspended solids (TSS)
☐	☐	The SWPPP includes requirements to not install the filter media until the drainage area is fully stabilized
☐	☐	If the filter media is installed before the drainage area is fully stabilized, rigorous erosion prevention and sediment control BMPs are used to keep all runoff and sediment out of the filtration practice
☐	☐	A pretreatment device is planned
☐	☐	All stormwater routed to the practice can be discharged in 48 hours or less
☐	☐	There is a way to visually verify the system is operating as designed
☐	☐	Appropriate testing has been conducted to ensure a minimum of three feet of separation from the bottom of the filtration practice to the seasonally saturated soils and/or bedrock
☐	☐	If there is less than three feet of separation, the filter has been designed with an impermeable liner
☐	☐	Adequate maintenance access is provided

Notes

☐ ☐ Wet sedimentation basin

Yes	N/A	
☐	☐	The basin must provide live storage of one inch (or the remainder of volume not reduced) of runoff from new impervious surfaces
☐	☐	The basin must provide a permanent volume of 1,800 feet^3 below the outlet pipe for each acre draining to the basin
☐	☐	The permanent pool depth is between 3 feet and 10 feet

Notes

☐ ☐ Wet sedimentation basin (continued)

- ☐ ☐ The basin is configured to minimize scour or resuspension of solids
- ☐ ☐ Outlets must be designed to discharge at less than 5.66 cubic feet per second (cfs) per acre of pond
- ☐ ☐ Outlets must be designed to prevent short circuiting
- ☐ ☐ Outlets must be designed to prevent the discharge of floatables
- ☐ ☐ A stabilized emergency overflow is provided
- ☐ ☐ Adequate maintenance access is provided
- ☐ ☐ The basin is located outside of surface waters and any buffer zones required in item 23.11
- ☐ ☐ If the basin is in active karst terrain, the basin must be designed with an impermeable liner

Notes

☐ ☐ Regional wet sedimentation basin

Yes N/A

- ☐ ☐ Provide written authorization from the owner of the regional basin
- ☐ ☐ Ensure that there will be no significant degradation of waterways between the project and the regional basin
- ☐ ☐ The regional basin design conforms to the permit requirements for a wet sedimentation basin

Notes

Yes N/A Record retention requirements:

☐ ☐ The SWPPP (including all changes to it) must be kept at the site during construction by the permittee who has operational control of that portion of the site

Notes

Yes N/A Additional requirements for discharges to Special (Prohibited, Restricted, Other) and Impaired Waters:

☐ ☐ Does this site drain to a discharge point on the project that is within one aerial mile of a Special or Impaired Water?

Which type of special or impaired water?	BMP category	Notes
Prohibited waters		
☐ Wilderness areas	23.9, 23.10, 23.11, 23.13, 23.14	
☐ Part of Lake Superior	23.9, 23.10, 23.11, 23.13, 23.14	
☐ Scientific and natural areas	23.9, 23.10, 23.11, 23.13, 23.14	
Restricted waters		
☐ Lake Superior (apart from Prohibited)	23.9, 23.10, 23.11	
☐ Scenic and recreational river segments	23.9, 23.10, 23.11	
☐ Lake Trout lakes	23.9, 23.10, 23.11	
☐ Calcareous fens	23.9, 23.10, 23.11	
Other special waters		
☐ Trout lakes	23.9, 23.10, 23.11	
☐ Trout streams	23.9, 23.10, 23.11, 23.12	
Impaired water		
☐ Impaired for phosphorus, turbidity, TSS, dissolved oxygen or aquatic biota	23.9, 23.10	

BMP category	Requirement	Notes
☐ 23.9	Stabilization initiated immediately and completed within seven days	
☐ 23.10	Temporary sediment basin provided for areas of five acres or more that drain to a common location	
☐ 23.11	Include and maintain at all times an undisturbed buffer zone of not less than 100 linear feet from a special water	
☐ 23.12	Temperature controls	
☐ 23.13	Conduct routine site inspections once every three days when draining to Prohibited Waters	
☐ 23.14	If discharges to prohibited waters cannot provide volume reduction equal to one inch times the net increase of impervious surfaces, permittees must develop a permanent stormwater treatment system design that will result in no net increase of TSS or phosphorus to the prohibited water	

Yes	N/A	Requirements for discharges to wetlands:	Notes
☐	☐	Does this site have a discharge with the potential for adverse impacts to wetlands?	

If yes:

Yes	N/A	
☐	☐	Has the wetland mitigation sequence (avoid, minimize, mitigate) been followed/satisfied? Permittee must demonstrate this through one of the following:
☐	☐	The potential adverse impacts are addressed by permits/approvals from an official statewide program (e.g., U.S. Army Corps of Engineers, Minnesota DNR, Wetland Conservation Act)
☐	☐	If there are impacts not addressed by the permits or other determinations, compliance with 7050.0186 must be documented to the MPCA and approved

APPENDIX B

Appendix B Permanent Stormwater Management Submittal Checklist

City of Faribault Stormwater Management

Project Name: _____

Project Address/PID: _____

Site Size (acres): _____

Disturbed area (sf): _____

Existing Impervious (sf): _____

Proposed Impervious (sf): _____

Fully Reconstructed Impervious (sf): _____

Water Quality Volume Required (cf): _____

	Volume Control and Water Quality
	Trigger: Sum of new and fully reconstructed impervious is one or more acres.
	A. Is infiltration restricted on the site? Restrictions include: • Less than three feet from bottom of infiltration to seasonally saturated soils, groundwater, or top of bedrock • Infiltration rates higher than 8.3 inches/hour • HSG D soils • In an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) that's high or very high vulnerability • In an ERA within a DWSMA classified as moderate vulnerability, unless a higher level engineering review has been performed • Within a DWSMA with high or very high vulnerability, unless a higher level engineering review has been performed • Within 1,000 feet upgradient or 100 feet downgradient of active karst features • Areas that receive discharge from vehicle fueling and maintenance areas • Areas with high levels of contaminants in soil or groundwater If no, proceed to B. If yes, proceed to C.
	B. Required volume is provided and water quality requirements are considered satisfied. • Development and redevelopment (non-linear) projects: o 1.0 inch times the sum of new and fully reconstructed impervious • Linear projects, larger of: o 1.0 inch times the net new impervious o 0.5 inch times the sum of the new and fully reconstructed impervious
	C. Sequencing if infiltration is restricted: 1. Alternative volume reduction of water quality volume (water reuse) 2. Filtration of water quality volume 3. Wet sedimentation basin with a permanent pool volume of at least 2.5 inches of runoff from the contributing drainage area
	D. 60% TP and 90% TSS removal are provided on an average annual basis. • This requirement is considered satisfied if B (volume control via infiltration) or C.3 (wet sedimentation basin) are used. • Removals are documented via PondNET, P-8, MIDS, and/or scientifically valid field studies.

Rate Control	
Trigger: Disturbed area is one half acre (21,780 sf) or more.	
	Maintain existing peak flow rates for the 2-, 10-, and 100-year 24-hour rainfall events • Minimum recommended outlet diameter is 6 inches. This may supersede rate control for the 2-year event.

Freeboard	
Trigger: Any proposed structures or waterbody alterations.	
	Low opening: • 2 feet above HWL for 100-year critical event • 1 foot above EOF
	Low opening for structures below the EOF of landlocked basins: • 2 feet above the HWL for 100-year critical back-to-back events
	Low floor for new structures: • 3 feet above historic high groundwater levels • 1 foot above NWL of adjacent waterbodies
	Drainage easements and/or outlots over the 100-year HWL plus 2 feet for ponds, lakes, wetlands, etc.

APPENDIX C

Appendix C Maintenance Agreement

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between the City of Faribault, a Minnesota municipal corporation (the "City") and _____, under the laws of the state of Minnesota (the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Rice County, Minnesota, which parcels are legally described on Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, the Owner has agreed to construct and maintain certain stormwater facilities (the "Stormwater Improvements") for the benefit of the Property; and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include, but are not limited to a stormwater basin, stormwater drainage structures, vegetated swales, and accompanying structures. The location of the Stormwater Improvements are shown on final approved plans dated _____ as on file with the City of Faribault and last revision date _____ and as shown on Exhibit B attached hereto; and

WHEREAS, the City requires permanent provisions for handling of stormwater runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Owner intend to comply with certain conditions, including entering into this Agreement regarding the operation and ongoing maintenance of the Stormwater Improvements.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner, for itself and its

successor or assigns, agrees to maintain the Stormwater Improvements to retain the design performance capacity and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Owner shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including debris removal and vegetation restoration of the Stormwater Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may, but shall not be obligated to, maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner or its successors or assigns has failed to maintain the Stormwater Improvements such that the Stormwater Improvements are not operating as designed in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. The Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Owner hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's, or the Owner's

agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a) as to Owner:

b) as to City:
City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to:
Scott J. Riggs
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

By: _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, _____.

_____
Notary Public

(Remainder of page left intentionally blank)

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Kevin F. Voracek and Timothy C. Murray, the mayor and the city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

_____
Notary Public

This instrument drafted by:

City of Faribault Engineering Department
1200 Belview Trail
Faribault, MN 55021

(Remainder of page left intentionally blank)

EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Property

PID

Legal Description

EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT

Depiction of Location of Stormwater Improvements

EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT

Inspection and Maintenance Schedule

Inspection and maintenance shall be made consistent with the inspection schedule and checklist below, or with the most recent version of the Minnesota Stormwater Manual or other subsequent manual(s) as dictated by the City.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	June 28, 2022
SUBJECT:	Resolution 2022-137 Adopt 2022 City of Faribault Surface Water Management Plan

Background:

As part of the City's Municipal Separate Storm Sewer System (MS4) permit renewal, the City hired a consultant to update the City's Surface Water Management Plan (SWMP). The previous SWMP was completed in 2004. The updated SWMP includes many changes from the 2004 plan including a City wide storm sewer model, updates to design standards and reflects the City's staged growth plan as adopted by the City's Journey to 2040 Comprehensive Plan.

The SWMP was discussed with the Environmental Commission on April 25, 2022 and the City Council at their worksession on May 3, 2022 and the regular Council meeting on May 25, 2022, and those comments have been incorporated into the final SWMP attached.

Recommendation:

Approve Resolution 2022-137 Adopting the 2022 City of Faribault Surface Water Management Plan

Attachments:

1. Resolution 2022-137 Adopt 2022 City of Faribault Surface Water Mangement Plan
2. 017566-000 FINAL City of Faribault SWMP

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-137

ADOPT 2022 CITY OF FARIBAULT SURFACE WATER MANAGEMENT PLAN

WHEREAS, the City of Faribault last updated their Surface Water Management Plan in 2004; and

WHEREAS, the City of Faribault adopted the Journey to 2040 Comprehensive Plan on September 22, 2020; and

WHEREAS, since the last surface water management plan update there have been multiple updates to the City's Municipal Separate Storm Sewer Permit (MS4) including the most recent permit issued in 2020 and which the City received coverage under in October 2021; and

WHEREAS, City staff worked with Minnesota Pollution Control Agency (MPCA) staff to ensure that the Faribault Code of Ordinances is consistent with the current (2020) MS4 General Permit requirements and have updated necessary ordinances per Ordinance 2022-13, approved by the City Council on June 28, 2022; and

WHEREAS, the 2022 City of Faribault Surface Water Management Plan was reviewed by the City Environmental Commission and Planning Commission and their comments have been incorporated into the final plan.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault City Council does hereby adopt the 2022 City of Faribault Surface Water Management Plan.

ALSO BE IT RESOLVED, that City Staff and City Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution. Such additional steps shall include, but not be limited to, the correction of grammatical errors and the formatting of the plan. No substantive changes that alter the goals, objectives policies and plans shall be made without City Council approval of an amendment to the plan.

Date Adopted: June 28, 2022

Faribault City Council

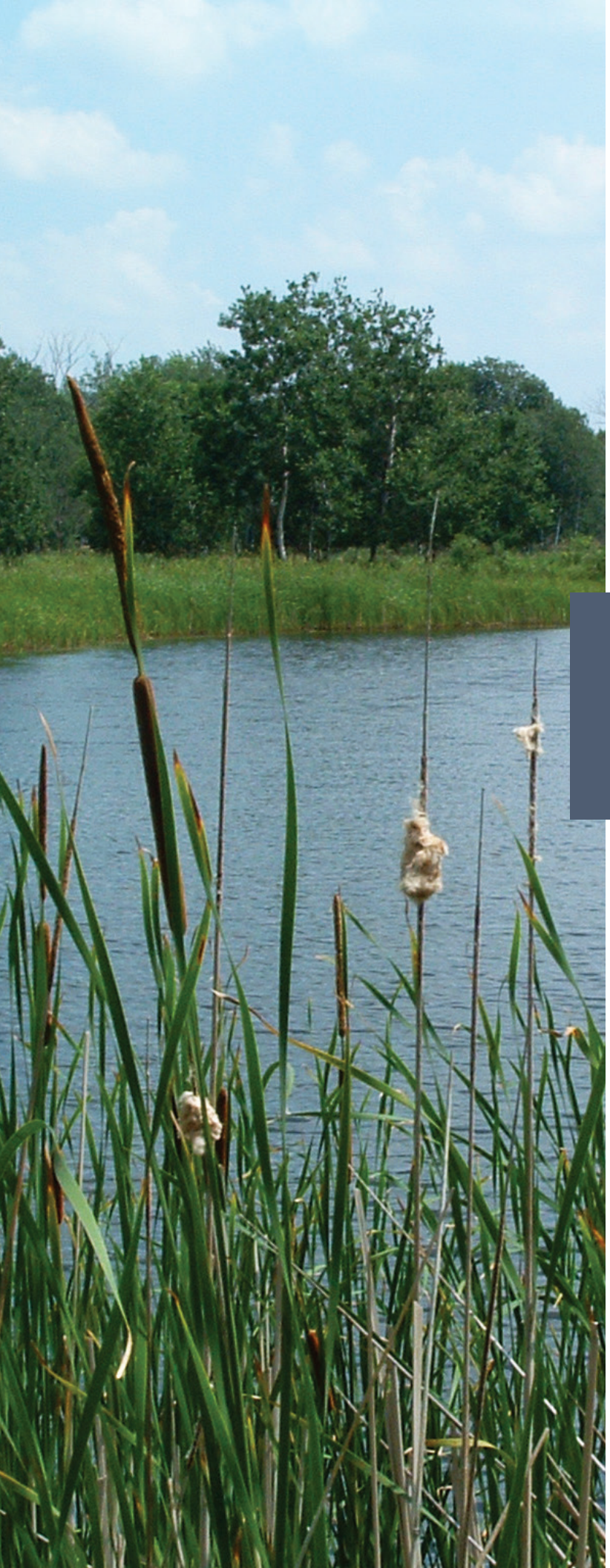
_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator



Surface Water Management Plan

June 20, 2022

Prepared For
City of Faribault
208 1st Avenue NW
Faribault, MN 55021

WSB Project No. 017566-000

SURFACE WATER MANAGEMENT PLAN

CITY OF FARIBAULT, MN

JUNE 20, 2022

WSB Project No. 017566-000

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Jake Newhall, PE Reg. No. 49170

Title Page

Certification

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BMPs – Best Management Practices

BWSR – Board of Water and Soil Resources

cfs – Cubic feet per second

City – City of Faribault

CIP – Capital Improvement Projects

DNR – Department of Natural Resources

DWSMA – Drinking Water Supply Management Area

EOF – Emergency Overflow

EPA - Environmental Protection Agency

FIS – Flood Insurance Study

HSG – Hydrologic Soil Group

HWL – High Water Level

LGU – Local Governing Unit

MCBS – Minnesota County Biological Survey

MDH – Minnesota Department of Health

MLCCS – Minnesota Land Cover Classification System

MPCA – Minnesota Pollution Control Agency

MS4 – Municipal Separate Storm Sewer System

NPDES – National Pollutant Discharge Elimination System

NOAA – National Oceanic and Atmospheric Administration

NRCS – Natural Resources Conservation Service

NRI – Natural Resources Inventory and Management Plan

NWI – National Wetland Inventory

OHW – Ordinary High Water Level

PPB – Parts Per Billion

RLEs – Residential Lot Equivalents

SSURGO – Soil Survey Geographic

SWCD – Soil and Water Conservation District

SWMP – Surface Water Management Plan

SWPPP – Storm Water Pollution Prevention Plan

TMDL – Total Maximum Daily Load

TP – Total Phosphorus

TSS – Total Suspended Solids

USACE - U.S. Army Corps of Engineers

WCA – Wetland Conservation Act

WLA – Waste Load Allocation

WHPP – Wellhead Protection Plan

1. EXECUTIVE SUMMARY

1.1. Local Surface Water Management Plan Purposes

This report provides the City of Faribault (City) with a Comprehensive Surface Water Management Plan (SWMP) that will serve as a guide to managing the surface water system throughout the City. Based on the guidance provided by the Faribault City Council and staff, this report addresses the City's current surface water management needs and provides a framework for successful implementation of a comprehensive stormwater management program.

Two of the City's guiding principles, as articulated in Journey to 2040: Comprehensive Plan, are to:

> *Ensure that the planning we do, or fail to do, does not place undue burdens on future generations.*
>
> *Plan for community resilience and sustainability.*

This plan contributes to those goals, as it addresses existing infrastructure issues of an aging drainage system and gives the framework for resilient, well-planned infrastructure resulting from new development.

1.2. Executive Summary

The Faribault Surface Water Management Plan is organized as follows:

- ***Section 1.0 Executive Summary*** provides background information and summarizes the plan's contents.
- ***Section 2.0 Land and Water Resource Inventory*** describes the physical setting, the history, natural resources, and land uses within the City.
- ***Section 3.0 Agency Cooperation*** outlines other governmental controls and programs that affect stormwater management.
- ***Section 4.0 Assessment of Problems and Issues*** presents the City's water management related problems and issues.
- ***Section 5.0 Goals and Policies*** outlines the City's goals and policies pertaining to water management.
- ***Section 6.0 Implementation Program*** presents the implementation program for the City, which includes defining responsibilities, prioritizing, and listing the program elements.
- **Section *7.0 Administration*** outlines the continued administration of this plan with respect to plan updates and amendments.

1.2.1. Summary of Water Resource Related Issues

Two of the main stormwater management issues in the City of Faribault are localized flooding due to undersized infrastructure and impaired waters and the Total Maximum Daily Loads (TMDLs) associated with them. Preliminary designs and cost estimates have been completed for the known flooding areas to reduce risk to the City, its residents, and businesses. After undertaking pollutant monitoring and studies, the City will implement Best Management Practices (BMPs) as recommended and feasible to address the TMDLs.

1.3. SWMP Regulations

The City of Faribault is not required to have a local water management plan under State statues. However, the statutes and regulations regarding the plan form the basis of its content. Minnesota statute 103B.235 defines content for local water management plans. According to the statute's text:

Each local plan, in the degree of detail required in the watershed plan, shall:

(1) describe existing and proposed physical environment and land use;
(2) define drainage areas and the volumes, rates, and paths of stormwater runoff;
(3) identify areas and elevations for stormwater storage adequate to meet performance standards established in the watershed plan;
(4) define water quality and water quality protection methods adequate to meet performance standards established in the watershed plan;
(5) identify regulated areas; and
(6) set forth an implementation program, including a description of official controls and, as appropriate, a capital improvement program.

Minnesota rules 8410, written for the Board of Water and Soil Resources (BWSR), provide more detail on local plan content. Although the BWSR guidance applies specifically to watershed management organizations, this guidance has historically been used to frame expectations for municipal plans. According to rules 8410 local plans must provide or address:

- Executive summary
- Land and water resource inventory
- Impact on other units of government
- Establishment of goals and policies
- Assessment of problems
- Implementation program
- Implementation priorities
- Plan contents; amendments
- Annual reporting requirements

Additionally, Faribault must satisfy the requirements of the Minnesota Pollution Control Agency's (MPCA) Municipal Separate Storm Sewer System (MS4) program and is using this plan to help do so. This program is designed to reduce the sediment and pollution that enters groundwater and surface waters to the maximum extent practicable. The MS4 program is regulated through the use of National Pollutant Discharge Elimination System (NPDES) permits. These NPDES permits require the development of Storm Water Pollution Prevention Plans (SWPPPs).

2. LAND AND WATER RESOURCE INVENTORY

2.1. Location and History

The City of Faribault is located in southern Rice County, at the confluence of the Cannon and Straight Rivers. The City lies along Interstate 35, about 25 minutes south of the Twin Cities Metropolitan area, as shown on **Figure 1, Appendix A**. Faribault is a growing community of approximately 23,000 people, founded in 1852 by Alexander Faribault, the town's namesake. As the City continues to grow, the importance of adequate stormwater management controls also grows. The intent of the Faribault SWMP is to describe these controls and make the connection between them and the overall City goals of preserving and enhancing natural resources and protecting residents from flooding.

The river corridors define the City of Faribault as the core of the community developed around the convergence of the two rivers. The bluffs along the east side of the Straight and Cannon Rivers are home to several important and historic institutions. West of the City are several lakes including Roberds, Wells, and Cannon. Falls Creek, which meets the Straight River near the River Bend Nature Center, is a Department of Natural Resources (DNR) protected watercourse.

2.2. Physical Setting

2.2.1. Topography and Watersheds

The topography of Faribault consists of three distinct features:

1. Steep ravines and bluffs, particularly along the east side of the Cannon and Straight Rivers.
2. Extensive floodplain adjacent to the rivers, characterized by relatively flat terrain.
3. Rolling topography, sometimes steep, but generally suited to agriculture.

The direct stormwater management impacts of Faribault's topography consist of high peak flows from steeps slopes, erosion due to high velocities within the city's ravines, and a general awareness of the necessity of preserving floodplain areas and keeping structures out of the floodplain.

The City's subwatersheds and drainage patterns, including the extents of the area included in the City-wide XP-SWMM model, are shown in **Figure 2, Appendix A**.

The SWMP organizes the study area into 9 distinct subwatersheds extended to the XP-SWMM model and City boundary. The watersheds were broken up by receiving Public Water Basins or Watercourse sections; the public watercourse identification numbers are shown in parenthesis after the subwatershed name.

2.2.1.1. *Cannon River via Unnamed Creek (M-048-024)*

The northern portion of the City drains to the Cannon River via an Unnamed Creek. Most of the watershed is agricultural land with large, open water wetlands. Along I-35, industrial, commercial, and residential land use is predominant.

2.2.1.2. *Cannon River (M-048)*

The Cannon River watershed includes drainage to the Cannon River downstream of the confluence with the Straight River. Land use includes industrial, commercial, residential, agricultural, and woods. The western half of the watershed is more developed than the eastern half.

2.2.1.3. *Cannon River Reservoir (M-048)*

Runoff to the Cannon River Reservoir, downstream of Wells Lake and upstream of the Woolen Mill Dam, is categorized within the Cannon River Reservoir watershed. This subwatershed is characterized by large open water wetlands adjacent to the river, open land, and industrial, commercial, and residential land uses. The north side of the reservoir has banks with steep slopes.

2.2.1.4. *Cannon River via Crocker's Creek (M-048-027)*

Crocker's Creek conveys watershed runoff to the Cannon River Reservoir. Most of the watershed consists of agricultural land. Northeast of I-35, residential land use predominates.

2.2.1.5. *Just Below Dam (M-048)*

Runoff entering the Cannon River just below the Woolen Mill Dam and upstream of the confluence with the Straight River is classified as a watershed. Land use primarily consists of open space, residential, commercial, and industrial.

2.2.1.6. *Roberds Lake (M-048-028)*

The Faribault Municipal Airport makes up most of the Roberds Lake watershed within City limits. Roberds Lake flows to the Cannon River via an Unnamed Creek with a public watercourse identification of M-048-028.

2.2.1.7. *Straight River (M-048-026)*

The southeast portion of the City drains to the Straight River which flows into the Cannon River. The upstream section of the watershed consists of agricultural land. Residential and commercial land uses dominate the remainder of the watershed. The Straight River watershed is characterized by steep slopes and deep ravines heading to the river.

2.2.1.8. *Wells Lake (M-048)*

West Faribault flows to Wells Lake which is on the Cannon River. Large open water wetlands, ravines, agricultural land, residential areas, and I-35 make up most of the watershed.

2.2.1.9. *Falls Creek (M-048-026-001)*

A portion of the City on the eastern boundary drains to Falls Creek and subsequently to the Straight River. Land use is predominantly agricultural. The area is not included in the XP-SWMM model.

2.2.2. Soils

The Natural Resources Conservation Service (NRCS) published the most recent *Soil Survey of Rice County Minnesota* in 2000. The *Soil Survey* provides mapping and physical properties for soil types found in Faribault. The *Soil Survey* was added to the Soil Survey Geographic (SSURGO) Database in 2005, providing digital access to the information.

2.2.2.1. *Hydrologic Soil Groups*

Faribault contains all four hydrologic soil groups (HSGs), as shown in **Figure 3, Appendix A**.

The four HSG soil classifications are defined as follows, with stated infiltration rates from the Minnesota Stormwater Manual:

Group A - These soils have high infiltration rates even when thoroughly wetted. The infiltration rates range from 0.8 to 1.63 inches per hour. These soils consist chiefly of deep, well drained to excessively drained sands and gravel. Group A soils have a high rate of water transmission, therefore resulting in a low runoff potential.

Group B - These soils have moderate infiltration rates ranging from 0.3 to 0.45 inches per hour when thoroughly wetted. Group B soils consist of deep moderately well to well drained soils with moderately fine to moderately coarse textures.

Group C - These soils have slow infiltration rates of 0.2 inches per hour when thoroughly wetted. Group C have moderately fine to fine texture.

Group D - These soils have very slow infiltration rates ranging from 0 to 0.06 inches per hour when thoroughly wetted. Group D soils are typically clay soils with high swelling potential, soils with high permanent water table, soils with a clay layer at or near the surface, or shallow soils over nearly impervious material.

2.2.2.2. *Soil Associations*

Three soil associations are found within the City: Lester-Hayden-LeSueur, Colo-Estherville-Waukegan, and Clarion-Webster-Nicollet.

The Lester-Hayden- LeSueur association is found on the flatter areas above the Straight and Cannon Rivers. These loams and clay loams form in friable glacial till on uplands. Nearly all this association is suitable for cultivated crops and fertility is generally high. Surface water management concerns relate to controlling erosion due to water moving over these soils. This association predominates within the north and southeast portions of the City.

The Colo-Estherville-Waukegan association is found within the rivers and their floodplains. These silty clay loams, sandy loams, and silt loams form in alluvium on bottomlands, terraces and outwash plains. These soils are also suitable for cultivation though fertility can be low in parts of this association.

The Clarion-Webster-Nicollet association consists of loams and clay loams which form on friable glacial till on uplands. As with the Lester-Hayden- LeSueur association, these soils have high fertility, organic content, and available water capacity and are thus suitable for agricultural use. This association predominates in the southwest portion of the City.

2.2.3. Climate and Precipitation

The climate within south central Minnesota, around Faribault, is sub-humid, characterized by large seasonal variations in temperature, rainfall that is normally sufficient for crops, and moderate snowfall. It is generally understood that global climate change has an effect on the local climate. One area where climate change manifests itself is in rainfall intensities and rainfall depths. The City has seen more intense rainfalls the last two decades and even the average rainfall seems more intense. The implications are clear:

- Flood control facilities, if designed for the 100-year storm event, may get larger as the statistical 100-year rainfall depth increases.
- Facilities designed for smaller events, such as rain gardens and storm sewer, may also get larger as rainfall depths increase for the 1- to 10-year storm events.

Table 2.2 provides a summary of average temperature, precipitation, and snowfall data for

Faribault. The total average annual precipitation in the City is approximately 35.5 inches. The total average annual snowfall is approximately 39.6 inches.

Rainfall frequency estimates are used as design tools in water resource projects. Rainfall frequencies are summarized in *Technical Paper No. 40, Rainfall Frequency Atlas of the United States*, published by the U.S. Weather Bureau in 1961. This document was updated in 2013. Atlas 14 is the new document used as reference for rainfall frequencies. The U.S. Weather Bureau was combined with other agencies in 1970 to form the National Oceanic and Atmospheric Administration (NOAA). **Table 2.3** lists rainfall frequencies for Faribault.

Table 2.2 Average Monthly Climate Data

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mean Daily Temperature (°F)[1]	14.0	18.0	30.4	44.2	56.7	67.8	71.3	68.9	61.2	47.3	33.1	20.7
Total Precipitation (in.)[1]	0.97	1.00	1.92	3.13	4.37	5.57	4.64	4.66	3.68	2.60	1.67	1.24
Total Snowfall (in.)[2]	8.4	7.5	8.2	2.4	0.1	0.0	0.0	0.0	0.0	0.3	3.9	8.8

Source: [1]DNR Normals, 1991-2020, [2]Western Regional Climate Data, 1890-2016

Additional climatological information for the area can be obtained from the Minnesota State Climatology Office website.

Table 2.3 Atlas 14 Rainfall Depths and Frequency

Event	Rainfall/Snowmelt Depth (inches)
1-year, 24 hour	2.46
2-year, 24 hour	2.84
5-year, 24 hour	3.55
10-year, 24 hour	4.24
25-year, 24 hour	5.32
50-year, 24 hour	6.26
100-year, 24 hour	7.29
100-year, 10 day snowmelt	10.1

The City of Faribault uses the 10-year storm event for storm sewer design and the 100-year critical event for pond design and evaluating freeboard.

Additional precipitation information for the area can be obtained from the NOAA website.

2.2.4. Land Use

In Faribault, the use of land is controlled and guided by policies, plans, and ordinances put in place by the Faribault City Council. The City's authority in land use matters and other areas is provided in state law and refined through court decisions at both the state and federal level. The Land Use section of the Built Assets chapter of the City's Comprehensive Plan details the City's existing land uses and visions for the future.

75% of the land in Faribault fits into six existing land use categories: detached single-family residence, agriculture, right-of-way, parks/recreation/preserve, industrial and utility, and institutional. **Figure 4, Appendix A** shows the existing land use for the City.

As stated in the City's Comprehensive Plan,

> *"The Land Use Plan guides land in a manner consistent with Community Vision 2040, but it also allows developers to respond to market demands and to*

changing community needs. It guides land for continued investment and reinvestment in the community while maintaining and enhancing the character of existing neighborhoods."

The Land Use Plan provides the basis for land use and development decisions made by City Staff, the Planning Commission, the City Council, property owners, developers, and others. **Figure 5, Appendix A** shows the Land Use Plan.

Complete Neighborhoods are a goal of the Land Use Plan. Complete Neighborhoods provide safe and convenient access to a variety of housing options, grocery stores, quality public schools, public open spaces, affordable transportation options, and civic amenities.

Land use data is an important factor for estimating surface water runoff. The hard or impervious surface areas associated with each land use greatly affect the amount of runoff generated from an area. Future land use projections indicate those areas that may be available for water resource enhancement and where improvements should be a priority. Significant changes in land use can increase runoff due to added impervious surfaces. However, changes in land use also allow for the construction of stormwater BMPs.

2.3. Water Resources Data

The City's waterbodies, including rivers, lakes, and wetlands are shown in **Figure 6, Appendix A**.

2.3.1. Streams, Rivers, and Lakes

2.3.1.1. *Cannon River*

The Cannon River is approximately 120 miles long (including the Straight River) and flows from its headwaters at Tetonka and Sakatah Lakes through Faribault, Northfield and Cannon Falls to the Mississippi River. The Cannon River meets the Vermillion River ½ mile upstream of the Mississippi. The river ranges in width from 50 to 200 feet and has a fairly constant base flow such that it can be canoed much of the year. Upstream of Faribault northern pike, black crappies, blue gills, and bullheads are found. Downstream of Faribault smallmouth bass, northern pike, and walleye are common.

The Cannon, downstream of the current Faribault City limits, was added to Minnesota's Wild and Scenic Rivers Program list in 1980.

Upstream of the King's Mill Dam in Faribault, the Cannon's drainage area is approximately 302 square miles. As determined in the 2012 Flood Insurance Study (FIS) for Rice County, the peak 100-year discharge over the King's Mill Dam (Cannon Lake) is 2,160 cubic feet per second (cfs) and the base flood elevation at the dam is 981.8 feet. From immediately downstream of the dam to the northern City limits, the 100-year flood elevations range from 970.9 to 863.8 feet.

2.3.1.2. *Straight River*

Where it meets the Cannon River, the Straight River is actually larger owing to its 443 square mile drainage area. The Straight river originates near Geneva Lake and the Steele/Freeborn County line. It flows through farmland in southeastern Minnesota, meanders between Owatonna to Faribault, where it joins the Cannon River. The river ranges in width from 30 to 80 feet and is typically no more than four feet deep. In late summer and fall, low water often makes the river impassable by canoe. Northern pike, crappies, smallmouth bass, and carp are fish typical in the Straight River.

According to the 2012 FIS the 100-year Straight River discharge, at its confluence with the Cannon, is 18,300 cfs. This is approximately 8 times the Cannon's discharge at this point. The base flood elevation of the Straight River in southeastern Faribault, near Glynnview Trail and Aldrich Way, at the limit of the detailed study, is 984.1 feet. It is 967.3 at the confluence with the Cannon River.

2.3.1.3. *Crocker's Creek*

Crocker's Creek is a DNR protected watercourse discharging to the Cannon River between the King's Mill Dam and the Woolen Mill Dam. The DNR protection extends to the creek's headwaters near Rice County Road 15, approximately 4 miles south of the current City limits. Crocker's Creek has a drainage area of approximately 8.9 square miles and a peak 100-year discharge, to the Cannon, of 1,600 cfs. The creek's floodway is approximately 300 feet wide south of Jensen Drive. Downstream of Jensen Drive, as the creek flows through the commercial areas adjacent to State Highway 21, the floodway ranges in width from 48 to 180 feet.

2.3.1.4. *Falls Creek*

Falls Creek is a DNR protected watercourse discharging to the Straight River near the River Bend Nature Center. Falls Creek originates approximately 6 miles east of Faribault near Rice County Road 24 in Wheeling Township. The drainage area, peak flows, and base flood elevations for Falls Creek are unknown.

2.3.1.5. *Unnamed stream from Roberds Lake to Cannon River*

Roberds Lake discharges via an intermittent stream to the Cannon River immediately upstream of Interstate 35. This stream is a DNR protected watercourse.

2.3.1.6. *Roberds Lake*

Roberds Lake lies outside the current City limits but is partly within the City's subdivision authority. The lake has a surface area of 618 acres and a maximum depth of 38 feet. The lake is monitored for certain water quality parameters. Water clarity averages 1 meter and in-lake phosphorus averages 236 parts per billion (ppb). This data, available through the MPCA, indicates that the lake is eutrophic, which means the lake is nutrient-rich, usually shallow, and with limited oxygen in the bottom layer of water. The excessive fertility of the lake is most likely due to fertilizer runoff from its primarily agricultural watershed.

2.3.1.7. *Cannon Lake*

Cannon Lake lies along the Cannon River and is created, along with Wells Lake, by the Kings Mill Dam. Cannon Lake has a surface area of 1,603 acres and a maximum depth of 15 feet. The in-lake phosphorus concentration of 348 ppb and water clarity of 1 meter indicate that this lake is also eutrophic.

2.3.1.8. *Wells Lake*

Wells Lake lies immediately downstream of Cannon Lake and immediately upstream of the Kings Mill Dam. Wells Lake has a surface area of 691 acres and a maximum depth of 5 feet. Similar to Roberds Lake and Cannon Lake, the in-lake phosphorus concentration of 338 ppb and water clarity of 1 meter indicate that the lake is eutrophic.

2.3.1.9. *Other Natural and Water Resources*

A Natural Resource Inventory and Management Plan (NRI) was completed in 2002 for the

City of Faribault. This report provides detailed information on the natural communities and recommends management options. Significant resources identified in that report include:

- Maple/Basswood forest
- Floodplain Forest
- Shrub Swamp
- Emergent Marsh
- Wet Prairie

2.3.2. Wetlands

In conjunction with the 2002 Faribault Natural Resources Inventory and Management Plan (NRI), this plan seeks to use the abundant wetlands within the City as a part of the natural storm drainage system. This involves maintaining water quality, reducing flooding and erosion, and stabilizing or restoring water levels. The wetlands are important physical, educational, ecological, aesthetic, recreational and economic assets to the City. **Figure 6, Appendix A** shows the National Wetland Inventory (NWI) wetlands within the City.

Historically, most of the wetlands in the City have been affected by agriculture or urbanization. In urbanizing areas, wetland degradation can be an ongoing process. However, some degraded wetlands can be improved by stabilizing water levels and reducing sediment loads.

Water quality plays a significant role in the overall quality of a wetland. When the quality of the incoming stormwater declines, the wetland's plant community may become less diverse, retaining only those species that are tolerant of high nutrient and sediment loads. Once a wetland's plant community is changed, the wetland's character and ecosystem will change, often to a less valuable system in terms of diversity, wildlife habitat and aesthetic qualities.

2.3.3. Hydrologic and Hydraulic Modeling (Water Quantity)

A City-wide XP-SWMM model containing drainage areas, storm sewer infrastructure, and storage basins throughout the City of Faribault was developed to identify flood prone locations and assist in the design of future flood mitigation projects.

The modeled watershed area consists of 25.2 square miles of a mix of urban and rural settings. Applying Rice County Atlas 14 rainfall depths to the model for various storm events, runoff is generated for each drainage area within the total watershed via land use, impervious area, percent slope, width, and soil parameters.

The runoff is routed through the hydraulic model components including storm sewer pipes, basins, and channels. Outfall conditions were set according to FEMA flood elevations on the Cannon River and Straight River.

Pertinent model results include flow rates, high water levels and depths at ponding areas, primary structures potentially impacted by floodwaters, and identification of storm sewer pipes that may be undersized.

A detailed XP-SWMM model summary can be found in **Appendix C**.

2.3.4. Impaired Waters and Total Maximum Daily Loads

The MPCA is required to publish a list of impaired waters, which are lakes and streams in the state that are not meeting federal water quality standards. For each water body on the list, the MPCA is required to conduct a study to determine the allowable TMDL for each pollutant that exceeds the standards. Impaired waters in Faribault, or those receiving discharge from Faribault, are summarized in **Table 2.5**.

Table 2.5 – Impaired Waters

Impaired Water	Affected Use	Pollutant	Year Added to List	TMDL Completion
Cannon River (07040002-540)	Aquatic Life, Aquatic Recreation	Nutrients, E. coli	2016, 2010	2025, 2017
Cannon River (07040002-581)	Aquatic Consumption, Aquatic Recreation	Mercury in fish tissue, E. coli	1998, 2010	2008, 2017
Straight River (0704002-515)	Aquatic Life, Aquatic Recreation	Benthic macroinvertebrates bioassessments, Turbidity, Fecal coliform	2014, 2004, 2002	2017, 2017, 2006
Unnamed Creek to Cannon River (07040002-702)	Aquatic Life, Aquatic Recreation	Dissolved oxygen, E. coli	2020, 2010	2025, 2017
Roberds Lake* (66-0018-00)	Aquatic Recreation	Nutrients	2006	2017
Wells Lake* (66-0010-00)	Aquatic Consumption, Aquatic Recreation	Mercury in fish tissue, Nutrients	2012, 2010	2013, 2017
Cannon Lake* (66-0008-00)	Aquatic Consumption, Aquatic Recreation	Mercury in fish tissue, Nutrients	2012, 2006	2013, 2017

*These waterbodies are outside of City limits.

In 2021, the MPCA required the City to complete the Simple Estimator to determine whether the Waste Load Allocations (WLAs) assigned to the City were met. The waterbodies for which the City has a nutrient WLA are summarized in **Table 2.6**. This table includes an analysis of loading estimates and indicates whether the City is currently meeting its WLAs for each waterbody.

Table 2.6 – WLA Summary

TMDL Study Name & Waterbody	Loading Estimate	WLA	WLA Met?
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	1947 lb/yr	No
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	293.6 ton/yr	No
Cannon River WRAPS Straight River (0704002-515) TSS	156 ton/yr	117.7 ton/yr	No
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	213.1 ton/yr	No
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	220.7 ton/yr	No
South Metro Mississippi TSS TMDL Mississippi River (07040001-531) TSS	104 lb/ac/yr	154 lb/ac/yr	Yes

For more information on impaired waters and TMDL Plans visit the MPCA's Impaired Waters List. **Appendix B** includes the approved TMDL plans affecting Faribault.

2.3.5. Groundwater

The City of Faribault developed a Wellhead Protection Plan (WHPP) that delineates drinking water supply management areas and wellhead protection areas. The WHPP was approved by the Minnesota Department of Health (MDH) in 2010. The City amended the Wellhead Protection Plan due to the age of the plan in 2021. **Figure 7, Appendix A** shows the wells and the Drinking Water Supply Management Area (DWSMA) for the City.

The City is served by five primary water supply wells, Wells 1, 2, 5, 6, and 7, that draw from three aquifers, Prairie de Chien group, Jordan Sandstone, and Wonewoc Sandstone. All wells are considered vulnerable, except for Well 7, based on criteria including geology at the well, well construction, pumping rate, and water quality. The central portion of the DWSMA has high vulnerability, the southern portion has moderate vulnerability, and the northwest and east portions have low vulnerability. The Emergency Response Area (ERA) is in the central part of the DWSMA. Infiltration is prohibited within the DWSMA as defined by the MPCA in the NPDES Construction Stormwater General Permit, section 20.9.f - 20.9.h:

- in an ERA within a DWSMA classified as high or very high vulnerability.
- in an ERA within a DWSMA classified as moderate vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.
- outside of an ERA within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.

The goals of the WHPP focus on reducing the potential contamination pathways to the source water aquifers, and include:

- Work to maintain or improve the current level of water quality so that the municipal water supply will continue to meet or exceed all applicable state and federal water quality standards.
- Work with Rice County and appropriate State agencies to protect the source water aquifers.
- Provide information and promote activities that protect the source water aquifers that provide water to the municipal system.
- Continue to collect data to support future wellhead and source water protection efforts.

2.4. Natural Resources Data

The natural communities remaining in the City have been fragmented and altered by settlement, agriculture, and urbanization. Many of these communities have been invaded by non-native and naturalized plant species.

The City's Comprehensive Plan lists three natural assets goals including promoting awareness and understanding of the importance of the City's natural assets, protecting, restoring and managing those assets, and cooperating with neighboring entities to do so. Map 7-2 in Journey to 2040: Comprehensive Plan shows existing significant open spaces, as well as native plant communities.

2.4.1. MLCCS and MCBS

The Minnesota Land Cover Classification System, or MLCCS, categorizes urban and built up areas in terms of land cover rather than land use. MLCCS serves as a tool for City staff to

integrate natural area preservation into land planning, land use, and zoning decisions. The City is dominated primarily by developed area with some areas of forest along the river corridors. **Figure 8, Appendix A** provides MLCCS coverage for Faribault.

According to the DNR, the Minnesota County Biological Survey (MCBS) began in 1987 as a systematic survey of rare biological features on a county-by-county basis. Faribault has several areas identified as outstanding biological significance, generally in the eastern part of the City, along the Straight River corridor. The MCBS sites of outstanding biodiversity significance are associated with DNR native plant communities, and records of federal or state listed as threatened or endangered species (DNR Natural Heritage Information System [NHIS]; LA – 1003, expiry September 2022). Therefore, it is recommended that coordination with the DNR and U.S. Fish and Wildlife Service be made prior to any construction, development, or hydrological activities within or near (i.e., one mile) any MCBS sites of biodiversity significance, DNR native plant communities, or DNR NHIS records. **Figure 9, Appendix A** provides the locations of rare and biological features in the City.

2.4.2. Unique Features and Scenic Areas

There are numerous natural resource corridors connecting large portions of Faribault. These corridors also connect Faribault with the outlying natural and water resources. The City has identified several of these corridors as high priority resources for protection and management. The majority of these corridors are also listed with detailed plant community descriptions in the 2002 NRI.

- Straight River corridor
- Cannon River corridor
- Falls Creek Corridor
- Woods and wetlands from Roberds Lake east to the Cannon River
- Wooded corridor from Roberds Lake south to Wells Lake and the Cannon River
- Crocker's Creek
- Middle School Creek
- Interconnected wetlands and agricultural ditches on the northeast side of the City, running north to the ravines surrounding the Cannon River.

These corridors present an ideal opportunity for stormwater conveyance and restoration, and as a connection between other natural resources. They also increase the health of plant and animal communities. The NRI ranks each of the corridors by ecological value and status, based on rare features, community integrity, and wildlife habitat.

The stormwater portion of the corridors is typically composed of wetlands, ponds and channels. Each stormwater aspect plays an important role in enhancing the natural corridor. There are several general design standards that apply to each greenway corridor. Rate control and sediment removal is provided by ponds adjacent to the channels. Ponds are located outside of desirable vegetation providing a natural buffer. Proposed channel cross sections match the existing to the extent possible. In situations where the cross sections didn't provide adequate capacity, revisions have been made. In several cases the corridors are connected by agricultural ditches. Irregular slopes along the ditches through the corridor may necessitate some construction and planting of native vegetation.

3. AGENCY COOPERATION

There are a number of local, State, and Federal agencies that have rules and regulations related to local water management. The City recognizes the roles of these other agencies and will cooperate, coordinate, and partner when possible with these agencies. This section describes the City's current surface water management program and practices and identifies the agencies and organizations having roles in the City's management of these resources. **Table 3.1** summarizes the City's and other agencies' regulatory controls related to water resources management and protection.

3.1. City Policy and Regulations

The Engineering and Public Works departments are responsible for the planning, design, construction, administration, operations, and maintenance of the City's infrastructure systems. These departments coordinate with outside agencies regarding water resource management and conservation. The Community and Economic Development Department provides programing, review, and administration for everything associated with the development of land and buildings. The development of land and buildings impacts the infrastructure systems and their need to be expanded or upgraded.

Current regulations and policies governing surface water management within Faribault include the City Code of Ordinances, Developer's Guide for Stormwater Management, and previous surface water management plans. **Table 3.1** summarizes the City's regulatory controls regarding surface water.

Table 3.1 – Regulatory Control

Official Control	Responsibility	Mechanism
Grading and Stormwater Management	City	City Ordinance Chapter 28, Article VII. Unified Development Ordinance Chapter 13, Article 6, Section 13-700. Developer's Guide.
Erosion and Sediment Control	City, MPCA	City Ordinance Chapter 28, Article VII. Developer's Guide.
Shoreland	City, DNR	Unified Development Ordinance Chapter 13, Article 6. Developer's Guide.
Floodplain	City, DNR	Unified Development Ordinance Chapter 13, Article 2.
Wetlands	County, SWCD as LGU, City, DNR, USACE, BWSR	Public Waters Rules (DNR). Section 404 of the Clean Water Act (USACE). City Ordinance Chapter 28, Article VII, Section 28.231. Developer's Guide.
Illicit Discharge	City	City Ordinance Chapter 28, Article VIII.

City staff is supported by several commissions and committees. These include:

- Environmental Commission advises City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments.
- Park & Recreation Advisory Board advises City Council on park development and recreation program opportunities.
- Planning Commission hears requests and provides recommendations to the City Council regarding land use, planning, and zoning issues.

3.2. Outside Agency Regulatory Controls

3.2.1. Minnesota Department of Natural Resources

At the state level, Types 3, 4, and 5 wetlands are protected by statute. These are areas typically recognized as wetlands and are generally characterized by open water and emergent vegetation throughout most of the year. The state has jurisdiction over only those wetlands appearing on the state's inventory of protected waters. Further, wetlands in the inventory were generally those in excess of 10 acres in rural areas or in excess of 2.5 acres in municipalities and incorporated areas.

If an area meets the jurisdictional criteria but is not on the state's inventory, it is not regulated. If it does not meet the statutory criteria but is listed on the inventory, it still is subject to DNR regulation. There is no mechanism presently for adding or deleting wetlands. The inventory was begun in the late 1970s and all state inventories were completed during the early 1980s.

For wetlands that fall under the DNR jurisdiction, the Ordinary High Water Level (OHW) determines the boundary of DNR jurisdiction. The OHW is established by the DNR.

The DNR rules specify that permits may not be issued for any project except those that provide for public health, safety, and welfare. Any private development projects are effectively excluded from permit consideration by this requirement.

3.2.2. U.S. Army Corps of Engineers (USACE)

Under Section 404 of the Clean Water Act, including subsequent modifications, the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE) regulate the placement of fill into all wetlands of the U.S. In 1993, there was a modification of the definition of "discharge of dredged material" to include incidental discharges associated with excavation. This modification of the "discharge of dredged material" definition meant that any excavation done within a wetland required the applicant to go through Section 404 permitting procedures. In 1998, however, this decision was modified so that excavation in wetlands is now regulated by the USACE only when it is associated with a fill action.

3.2.3. Board of Water and Soil Resources

The local and regional wetland rules are governed by the Wetland Conservation Act (WCA), which BWSR oversees. The WCA, passed in 1991, extends protection to all wetlands unless they fall under one of the exemptions of the WCA. The WCA follows a "no net loss" policy. The wetlands covered under the WCA must not be drained or filled, wholly or partially, unless replaced by restoring or creating wetland of at least equal public value under an approved replacement plan. Replacement ratio is typically 2:1 (2 acres created for every 1 acre filled) for wetland impacts.

A designated Local Government Unit (LGU) is responsible for making exemption and no-loss determinations and approving replacement plans. Currently, the Rice County Soil and Water Conservation District (SWCD) acts as the LGU for WCA within the City's subdivision authority.

3.2.4. Minnesota Pollution Control Agency

The USACE implements provisions of Section 404 of the Clean Water Act with guidance from the EPA through a permitting process. The Section 404 permit also requires a Section 401 water quality certification before it is valid. The EPA has given Section 401 certification authority to the MPCA.

3.2.5. County Jurisdiction

Rice County participated in the development of the Cannon River Comprehensive Watershed Management Plan that was developed to meet the requirements of the One Watershed, One Plan program. This Watershed Management Plan was approved by BWSR on June 24, 2020. The City of Faribault supports Rice County in their efforts to implement this plan.

3.2.6. State and Federal Jurisdictional Boundaries for Public Wetlands and Waters

Wetlands are delineated in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Wetlands must have a predominance of hydric soils. Hydric soils, by definition, are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, under normal circumstances, a prevalence of hydrophytic (water tolerant) vegetation typically adapted for life in saturated soil conditions. The USACE and the BWSR regulate wetlands as defined by a jurisdictional delineation.

3.3. NPDES Permitting Process

The MPCA has designated the City of Faribault as an NPDES Phase II MS4 community (MN Rules Chapter 7090). The permit requires the City to address six minimum control measures:

- Public education
- Public involvement
- Illicit discharge detection and elimination
- Construction site runoff control
- Post-construction runoff control
- Pollution prevention in municipal operations

The City's SWPPP contains several BMPs within each of the listed control measures. These were identified using a self-evaluation and input process with City staff. The MPCA updated the MS4 Permit in 2020, and permit coverage was reissued to the City in 2021 for the subsequent 5-year permit cycle.

Many of the goals and policies discussed in this SWMP are directly related to requirements listed in the NPDES program. As a result, the implementation section of this plan repeatedly references items listed in the City's SWPPP.

3.4. Support Agencies

This plan is in conformance with, but does not restate, all other agency rules that are applicable to water resource management. The following agencies deal with or regulate water resources throughout the City.

- Rice County
- Minnesota Department of Health (MDH)
- Minnesota Pollution Control Agency (MPCA)
- Board of Water and Soil Resources (BWSR) and the Wetland Conservation Act (WCA)
- Minnesota Department of Natural Resources (DNR)
- US Army Corps of Engineers (USACE)

- Minnesota Department of Agriculture (MDA)
- US Fish and Wildlife Service
- Minnesota Environmental Quality Board
- Minnesota Department of Transportation (MnDOT)
- US Environmental Protection Agency (EPA)
- Federal Emergency Management Agency (FEMA)
- Natural Resources Conservation Service (NRCS)
- U.S. Geological Survey

While these other agencies' rules, policies, and guidelines are not all restated in this Plan, they are applicable to projects, programs, and planning within the City. The MPCA Minnesota Stormwater Manual, which is a document intended to be frequently updated, is also incorporated by reference into this Plan and can be found at MPCA website.

4. ASSESSMENT OF PROBLEMS AND ISSUES

Previous sections of this SWMP provide background on the physical and regulatory forces shaping surface water management in Faribault. This section describes problems and challenges of specific waters, neighborhoods or programs identified by the City and others. Potential future corrective actions have been described and incorporated into an Implementation Plan (**Section 6**).

4.1. Flooding and Stormwater Rate Control

Issue 4.1.1: A portion of the stormwater runoff from Airtech Industrial Park in the northeast corner of State Highway 21 and Interstate 35 discharges to existing basins that are undersized for the contributing drainage areas. Minor localized flooding occurs in the parking lots adjacent to the existing basins.

> **Corrective Action:** To mitigate existing flooding and provide post development regional stormwater quality and quantity management, enhance the two existing basins with sedimentation basins sized to NURP standards and filter benches that allow the existing site as well as future development within the industrial park area to meet NPDES standards for stormwater management. This project is projected to reduce TP discharge by approximately 35 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 10.3 tons per year, helping the City meet its WLA for the Cannon River. See **Appendix C** for a detailed description of this problem area and the proposed solutions.

Issue 4.1.2: Several basins within the Twin Lakes chain lack functioning or adequate capacity outlets. The ultimate overland overflow from the chain of lakes is at 999-feet, causing flood waters in large storm events to back up on adjacent roadways.

> **Corrective Action:** Install an outlet control structure from basin 20219 and a secondary outlet from basin 20220 to mitigate inadequate outlet capacity and overland flow issues. Upsize and lower the outlets from basin 20080, 20081, and 20154 to allow adequate freeboard between the 100-year 24-hour high water levels and the adjacent roadway shoulder.

Issue 4.1.3: Erosion is present at the storm sewer outfall from 18th Avenue. There is localized flooding at the low points along 18th Avenue and Paulis Drive due to limited inlet and pipe capacity. 18 acres of existing impervious area lack adequate stormwater management prior to discharging to the Cannon River.

> **Corrective Action:** With the area slated to develop further, construct a regional basin to provide stormwater management to NPDES standards for the post development impervious area. To mitigate the erosion at the outfall, pipe the stormwater from 18th Avenue to the proposed basin. Upsize the trunkline storm sewer along Paulis Drive and 18th Avenue to pass the 10-year 24-hour storm event and provide additional inlet capacity within the watershed to mitigate localized flooding issues. This project is projected to reduce TP discharge by approximately 52 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 7.4 tons per year, helping the City meet its WLA for the Cannon River. See **Appendix C** for a detailed description of this problem area and the proposed solutions.

Issue 4.1.4: Localized flooding along 5th Street, 6th Street, and 7th Street is present due to limited pipe and inlet capacity. In the 100-year 24-hour event, backwater from the Cannon River fills the storm sewer and prevents drainage through the system.

> **Corrective Action:** Upsize the storm sewer in the area to adequately convey the 10-year

24-hour event. Provide additional inlet capacity at the low points. To offset the increased rates to Crocker's Creek due to larger pipes, enhance an existing basin adjacent to the Faribault Chamber of Commerce to provide stormwater management to an untreated portion of the watershed. Confirm and establish appropriate emergency overflows out of the low points. This project is projected to reduce TP discharge by approximately 2.3 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 0.6 tons per year, helping the City meet its WLA for the Cannon River. See **Appendix C** for a detailed description of this problem area and the proposed solutions.

Issue 4.1.5: Residential properties reside in the FEMA floodplain adjacent to the Cannon River.

Corrective Action: Options include floodproofing the homes, constructing a levee, and purchasing the residential properties to convert the area to open space.

Issue 4.1.6: XPSWMM modeling indicates flooding potential on Division Street and adjacent streets due to undersized storm sewer along 3rd Street SW.

Corrective action: Upsize the storm sewer along 3rd Street SW through to the outfall at Crocker's Creek to provide adequate capacity to convey the 10-year event. Provide adequate inlet capacity on 3rd Street. To offset increased runoff rates to Crocker's Creek due to the increased storm sewer size, locate stormwater treatment infrastructure within the watershed. Ensure that adequate freeboard is provided between the overland flow elevations from the low points and adjacent home low opening elevations. This project is projected to reduce TP discharge by approximately 49 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 10.3 tons per year, helping the City meet its WLA for the Cannon River. See **Appendix C** for a detailed description of this problem area and the proposed solutions.

Issue 4.1.7: Approximately 87 acres drain to the Straight River without adequate stormwater treatment via the storm sewer outfall adjacent to the former Lockerby property.

Corrective Action: With the potential for future development on the former Lockerby property, construct a series of NURP basins on the former Lockerby property and within a drainage and utility easement to the south of the property to provide stormwater management for the post development impervious area within the watershed. This project is projected to reduce TP discharge by approximately 58 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 12.6 tons per year, helping the City meet its WLAs for the Cannon and Straight Rivers. See **Appendix C** for a detailed description of this problem area and the proposed solutions

Issue 4.1.8: The culvert under Mattson Street is undersized for its contributing watershed and has nearly blown out in the past. Erosion is present upstream of the culvert.

Corrective Action: Construct a basin upstream of Mattson Street, install an outlet control structure, replace the pipe under Mattson Street, and construct ditch checks as grade control in the ditches upstream of the pond. This project is projected to reduce TP discharge by approximately 22 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 4.4 tons per year, helping the City meet its WLAs for the Cannon and Straight Rivers. See **Appendix C** for a detailed description of this problem area and the proposed solutions

4.2. Water Quality

Issue 4.2.1: The City is not currently meeting its WLA for TP for water draining to Lake Byllesby.

Corrective Action: Establish a pollutant monitoring program for drainage to Lake Byllesby via the Cannon River.

Issue 4.2.2: The City is not currently meeting its WLAs for TSS on the Straight or Cannon Rivers.

Corrective Action: Conduct pollutant removal studies to identify the best strategies to reduce pollutant discharges from the City and meet its WLAs.

4.3. Erosion and Sediment Control

Issue 4.3.1: Crocker's Creek is prone to flooding and resulting erosion. The stream reach from Jensen Drive to 7th Street NW, approximately 4,500 feet, has visible areas of eroded and steep banks.

Corrective Action: The City will coordinate with the County and State to investigate, prevent, and repair areas of significant erosion. Much of the land surrounding Crocker's Creek is County or State owned, so any projects will need to be pursued in cooperation with other entities. Restoration of the entire stream reach is projected to reduce TP discharge by approximately 15-58 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 12.6-50.4 tons per year, helping the City meet its WLA for the Cannon River.

4.4. Operation and Maintenance Concerns

Issue 4.4.1: The City wants to ensure that private, structural stormwater BMPs are maintained long term to provide the rate control and water quality benefits for which they were designed.

Corrective Action: The City will continue to record Operations and Management agreements when private BMPs are constructed. The City will establish a program to proactively check on the status of private BMPs to ensure their function.

4.5. Adequacy of Existing Regulations and Programs to Manage Local Water Resources

Issue 4.5.1: Changing regulations, particularly at the State level, make it necessary for the City to adapt and update their rules, ordinances, and guidance to stay in compliance.

Corrective Action: The City will review their Ordinances and the Developers Guide as regulations (MS4 Permit for example) are issued or updated.

Issue 4.5.2: The City's Stormwater Utility was established in 2001. The most recent rate study was completed in 2017 and included a proposed fee schedule through 2026.

Corrective Action: The City will complete an updated Stormwater Utility Rate Study no later than the end of 2026.

5. GOALS AND POLICIES

5.1. Summary

Two of the City's guiding principles as articulated in the Journey to 2040: Comprehensive Plan and developed through extensive community input are to:

> *"Ensure that the planning we do, or fail to do, does not place undue burdens on future generations"* and
> *"Plan for community resilience and sustainability."*

These principals point to the need for a SWMP that reflects current and planned conditions in the City and provides the framework not only to address existing issues but to build resilient, well-planned infrastructure that will serve generations to come.

This section outlines the goals and policies specific to enacting those principles related to surface water management in Faribault. Many of the City's policies specific to stormwater management have been incorporated into the Developer's Guide for Stormwater Management, as noted below. Goals and policies are grouped by their relationship to the key issues:

- Section 5.2 – Flood Protection
- Section 5.3 – Water Quality
- Section 5.4 – Control of Hazardous Materials
- Section 5.5 – Education and Public Participation
- Section 5.6 – Wetland Management

5.2. Flood Protection

5.2.1. Goal

To provide flood protection for all residents and structures as well as protect the integrity of conveyance channels and storm water detention areas.

5.2.2. Policies

1. **Specific design guidance can be found in the Developer's Guide for Stormwater Management.**
   This includes requirements for rate control, volume control, freeboard, storm sewer design, and BMP and pond design.

2. **Rural drainage**
   Where new development introduces urban drainage into agricultural areas (not including county ditches, DNR waterways, or DNR wetlands) the City requires that the developer acquire easements for stormwater conveyance or storage from the agricultural landowner. Where agricultural drainage discharges into new urban developments, the City requires that the new development accommodate this drainage in fundamentally the same manner as it was accommodated prior to development.

3. **Ravines**
   The City protects ravines from the adverse effects of urban and agricultural drainage by limiting development on steep slopes, stabilizing ravines where necessary, and, where these are not sufficient, limiting flow into the ravines through the City's rate control policy or by routing stormwater around ravines through trunk storm sewer.

4. **Overland conveyance**
   The City and its outskirts are characterized by streams and channels. The City encourages the use of overland versus pipe conveyance so that the benefits of natural channels can be realized. These benefits include filtration, flow attenuation, infiltration, and other water quality and quantity benefits. The City encourages the use of natural vegetation within overland conveyance systems.

5.3. Water Quality

5.3.1. Goal

To promote the reduction of TP and TSS loading as well as other pollutants to water bodies by regulation, municipal management activities, and public education.

5.3.2. Policies

1. **Specific design guidance can be found in the Developer's Guide for Stormwater Management.**
   This includes requirements for TP and TSS removals and water quality basin design.

2. **Street sweeping**
   The City sweeps all urban streets a minimum of three times per year. Spring and fall sweeping target winter sanding and leaf pickup, respectively. The downtown area is swept every other week. The City provides a compost site where property owners can dispose of yard wastes, typically open from April to November. Property owners are not allowed to rake leaves into City streets for pick up.

3. **Erosion control**
   The City of Faribault has adopted the MPCA's most current Construction Stormwater General Permit (MNR100001) for its erosion, sediment, and waste control standards

5.4. Control of Hazardous Materials

5.4.1. Goals

To prevent hazardous material from entering the stormwater system.

5.4.2. Policies

1. **Illegal dumping in storm sewer system**
   The City ordinances prohibit illicit discharge and illicit connections to the storm drain system to prevent the dumping of foreign material into the stormwater system, including oil, gasoline, antifreeze, paint, solvents, herbicides/pesticides, grass clippings/leaves, pet wastes, and other ecologically harmful chemicals.

2. **Spill response capability**
   The City has a spill response capability in place. The response program focuses on containing, neutralizing, and properly disposing of spilled material. This includes preventing the discharge of spilled toxic or hazardous materials into the storm water system. The Fire Department and the Public Works Department have a limited supply of response materials, effective for small scale incidents. For any significant spill, the State of Minnesota Chemical Assessment Team and Emergency Response Team are requested through the Department of Homeland Security/Emergency Management.

5.5. Education and Public Participation

5.5.1. Goals

To involve the general public, City staff, and the business community in water quality management efforts.

5.5.2. Policies

1. **Public education**
   The City will assist with the development and implementation of public education programs in cooperation with the County, the SWCD, and the Clean Water Partnership.

2. **City staff involvement**
   The City is committed to educating its own staff on aspects of stormwater management that are important to their jobs.

3. **City setting an example regarding housekeeping practices on City-owned land**
   The City follows BMPs in managing and maintaining City-owned land. These practices include soil fertility testing for maintained areas and following fertilizer application recommendations based on those test results, fall (not spring) application of fertilizers containing phosphorus (if needed), preservation of natural unmaintained buffers between watercourses and turf areas and preventing discharge of grass clippings from mowing operations onto paved areas.

4. **City cooperation in providing information on state fertilizer regulations**
   The state bans application of lawn fertilizers containing phosphate with some exceptions, such as where a recent soil test has shown the lawn soil is deficient in phosphorus. The City will continue to promote awareness of this law among its residents and business owners.

5.6. Wetland Management

5.6.1. Goals

To identify and protect wetland resources in order to maintain or improve their function and value.

5.6.2. Policies

1. **No net loss of wetlands**
   The City supports Rice County, the LGU for the implementation of WCA, in realizing “no net loss” of wetlands within the City’s jurisdiction.

2. **Use of wetlands for urban stormwater**
   Wetland requirements and their use for stormwater control are outlined in the Developer’s Guide for Stormwater Management.

6. IMPLEMENTATION PROGRAM

6.1. Overview

Faribault has developed its implementation program to address issues identified earlier in this SWMP. This program reflects the needs and concerns of many stakeholders including the City Council, City staff, and citizens. The program also considers Faribault's ability to fund these items through its stormwater utility fee. The implementation program consists of the following components:

- Capital Improvement Projects (CIP)
- MS4 Permit and Additional Operations and Maintenance Activities
- Official Controls
- Monitor and Study

Capital Improvements consist of on-the-ground projects intended to remedy issues identified as current problems.

MS4 Permit and Additional Operations and Maintenance Activities items consist primarily of the general maintenance of Faribault's drainage system including ponds, storm sewer, and culverts. Operation and maintenance also includes activities related to NPDES MS4 Permit compliance such as annual meetings, SWPPP updates, and SWPPP implementation.

Official Controls include ordinance and policy revisions intended to achieve water quality benefits. Each proposed implementation item has a specific driver, which are identified in **Table 6.1**. Over time, codes must be updated to remain consistent with goals, policies, and practices. City ordinances are revised as needed to stay current with the MS4 permit requirements.

Monitor and Study items consist primarily of projects designed to collect water resource data such as water quality monitoring projects, and projects to evaluate cost benefits for various stormwater treatments or planning opportunities.

6.2. 10-Year Implementation Plan

Table 6.1 presents Faribault's Implementation Program. More importantly, the Implementation Program aligns with the City's goals and policies presented in this SWMP. The implementation program incorporates Faribault's SWPPP through direct reference of items that have a financial impact. The City will update the implementation program in conjunction with its annual NPDES MS4 public meeting. The City's CIP is reevaluated yearly and therefore this table may change, which does not require an amendment to this SWMP.

6.3. Financial Considerations

The City has a Stormwater Utility Fee which is charged to all parcels based on assigned Residential Lot Equivalents (RLEs). Each single-family residential parcel is considered to be one RLE, which equals 3,500 square feet of impervious surface. All other developed properties are assigned RLEs based on their property size and impervious surface coverage, except those that are deemed exempt in the City ordinances. Exempt properties include parks and open space, natural areas, cemeteries, and public rights-of-way. Credit is given for properties with on-site stormwater retention ponds or BMPs.

The City will use funds generated from its Stormwater Utility Fee as the primary funding mechanism for its implementation program. If funds from this fee do not cover necessary costs,

the City will consider adjusting the Stormwater Utility Fee. The City will also take advantage of grant or loan programs to offset project costs where appropriate and cost-effective. Below is a list of various sources of revenue that may be available to the City:

- Grant monies possibly secured from various agencies. This could include Rice County, MnDOT, MPCA, DNR, Legislative-Citizen Commission on Minnesota Resources, BWSR, and others.
- Special assessments for local improvements performed under authority of Minnesota Statutes Chapter 429.
- Other sources potentially including tax increment financing, tax abatement, state aid, and others.

TABLE 6.1

SURFACE WATER MANAGEMENT IMPLEMENTATION PLAN

No.	Project Description	10 Year Total Cost Estimate [1,3]	Possible Funding Sources [2]	Proposed Cost By Year[1]										Comments
				2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Capital Improvement Projects (CIP)														
1	Airtech Industrial Park Flood Reduction and Stormwater Management	$1,990,000	Stormwater Utility, State and/or Federal		$855,700					$1,134,300				Issue 4.1.1: A portion of the stormwater runoff from Airtech Industrial Park in the northeast corner of State Highway 21 and Interstate 35 discharges to existing basins that are undersized for the contributing drainage areas. Minor localized flooding occurs in the parking lots adjacent to the existing basins. Potential project phasing: Phase 1 (Pond 54): 2023, Phases 2-3 (Storm sewer, Pond 103): 2028 WLA impacts: The proposed improvements would reduce TP to Lake Byllesby by approx. 35 lb/yr and TSS to the Cannon River by approx. 10.3 ton/yr.
2	Twin Lakes Chain Outlet Improvements	$575,000	Stormwater Utility, State and/or Federal		$575,000									Issue 4.1.2: Several basins within the Twin Lakes chain lack functioning or adequate capacity outlets. The ultimate overland overflow from the chain of lakes is at 999-feet, causing flood waters in large storm events to back up on adjacent roadways.
3	18th Avenue and Paulis Drive Flood Reduction, Erosion Mitigation, and Regional Stormwater Management	$1,925,000	Stormwater Utility, State and/or Federal					$770,000					$1,155,000	Issue 4.1.3: Erosion is present at the storm sewer outfall from 18th Avenue. There is localized flooding at the low points along 18th Avenue and Paulis Drive due to limited inlet and pipe capacity. 18 acres of existing impervious area lack adequate stormwater management prior to discharging to the Cannon River. Potential project phasing: Phase 1 (BMP): 2026, Phase 2 (Storm sewer): 2031 WLA impacts: The proposed improvements would reduce TP to Lake Byllesby by approx. 52 lb/yr and TSS to the Cannon River by approx. 7.4 ton/yr.
4	5th Street, 6th Street, and 7th Street Flood Reduction via Storm Sewer Improvements	$1,240,000	Stormwater Utility, State and/or Federal			$310,000							$930,000	Issue 4.1.4: Localized flooding along 5th Street, 6th Street, and 7th Street is present due to limited pipe and inlet capacity. In the 100-year 24-hour event, backwater from the Cannon River fills the storm sewer and prevents drainage through the system. Potential project phasing: Phase 1 (BMP): 2024, Phase 2 (Storm sewer): 2031 WLA impacts: The proposed improvements would reduce TP to Lake Byllesby by approx. 2.3 lb/yr and TSS to the Cannon River by approx. 0.6 ton/yr.
5	Homes in FEMA Floodplain	$3,320,000	Stormwater Utility, State and/or Federal										$3,320,000	Issue 4.1.5: Residential properties reside in the FEMA floodplain adjacent to the Cannon River.
6	Flood Reduction on Division Street and Adjacent Streets via Storm Sewer Improvements	$3,195,000	Stormwater Utility, State and/or Federal					$2,556,000	$639,000					Issue 4.1.6: XPSWMM modeling indicates flooding potential on Division Street and adjacent streets due to undersized storm sewer along 3rd Street SW. Potential project phasing: Phase 1 (Storm sewer): 2026, Phase 2 (BMP): 2027 WLA impacts: The proposed improvements would reduce TP to Lake Byllesby by approx. 49 lb/yr and TSS to the Cannon River by approx. 10.3 ton/yr.
7	Stormwater Management for Tributary Area to Former Lockerby Property	$1,020,000	Stormwater Utility, State and/or Federal	$1,020,000										Issue 4.1.7: Approximately 87 acres drain to the Straight River without adequate stormwater treatment via the storm sewer outfall adjacent to the former Lockerby property. WLA impacts: The proposed improvements would reduce TP to Lake Byllesby by approx. 58 lb/yr and TSS to the Cannon and Straight Rivers by approx. 12.6 ton/yr.
8	Mitigation of Erosion at Culvert Under Mattson Street	$440,000	Stormwater Utility, State and/or Federal				$440,000							Issue 4.1.8: The culvert under Mattson Street is undersized for its contributing watershed and has nearly blown out in the past. Erosion is present upstream of the culvert. WLA impacts: The proposed improvements would reduce TP to Lake Byllesby by approx. 22 lb/yr and TSS to the Cannon and Straight Rivers by approx. 4.4 ton/yr.
9	Erosion of Crocker's Creek	$30,000	Stormwater Utility, State and/or Federal, Clean Water Partnership			$30,000								Issue 4.3.1: Crocker's Creek is prone to flooding and resulting erosion. The stream reach from Jensen Drive to 7th Street NW, approximately 4,500 feet, has visible areas of eroded and steep banks. WLA impacts: The proposed improvements could reduce TP to Lake Byllesby by 15-58 lb/yr and TSS to the Cannon River by approx. 13-50 ton/yr.

No.	Project Description	10 Year Total Cost Estimate [1,3]	Possible Funding Sources [2]	Proposed Cost By Year[1]										Comments
				2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
MS4 Permit and Additional Operations and Maintenance Activities														
10	Stormwater BMP Projects - Pond dredging and maintenance, infiltration basin restoration, raingarden maintenance, buffer maintenance, and miscellaneous drainage improvements	$2,000,000	Stormwater Utility/State Funding	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	Extend infrastructure life capacity
11	Pond Inspections - Inspections are implemented through external contracts.	$100,000	Stormwater Utility	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	
12	Street Sweeping - Sweep urban City streets 3 times per year. Sweep downtown City streets every other week.	$250,000	Stormwater Utility	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	
13	Education Activity Implementation Program & Annual Meeting - The City will provide stormwater education and outreach programs for residents within the City. The Education Program should include: -Distribution of educational materials including through City newsletter, website, and public service announcements (local paper and TV) -Coordination with SWCD and Clean Water Partnership -Presence at environmental fairs, home and garden shows, etc. -Volunteer opportunities -Annual builders and developers meeting and trainings The City will hold annual public meeting to provide information on the NPDES program and allow residents an opportunity to review and provide input on the SWPPP. Provide public notice of the meeting 30 days in advance. All input will be documented as part of the public record and addressed as appropriate. Revisions will be made to the SWPPP as necessary and submitted to the MPCA.	$250,000	Stormwater Utility, SWCD, Clean Water Partnership	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	
14	Online Availability of Stormwater Pollution Prevention Program Document - Provide an electronic version of the SWPPP on the City website to solicit public opinion and provide easy access.	$500	Stormwater Utility		$250					$250				
15	Storm Sewer System Map - Update storm sewer map upon receipt of as builts for new infrastructure. Identify outfalls, including unique identification (ID) number assigned by the permittee, and an associated geographic coordinate and other discharge points from the City.	$4,000	Stormwater Utility		$2,000					$2,000				
16	Illicit Discharge Detection and Elimination (IDDE) Regulatory Control Program - Review ordinance to ensure that ordinance continues to meet the needs of the City and legal requirements. Review ordinances of adjacent communities with regularity.	$3,000	Stormwater Utility	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	
17	IDDE Information Program - The City will develop a strategy to inform City employees, local businesses, property owners, and the public about the hazards associated with illegal discharges and improper disposal of waste. The City will cooperate with the watershed districts to develop educational opportunities.	$5,000	Stormwater Utility	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	
18	Identification of Non-Stormwater Discharge and Flows - Continue to evaluate non-stormwater discharges identified in permit as significant contributors of pollutants to MS4. Develop and implement action plans to address these flows.	$8,000	Stormwater Utility	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	
19	Standard Operating Procedures (SOPs) - Update SOPs for IDDE, including emergency response, within 12 months of the date of MS4 permit coverage.	$500	Stormwater Utility		$250					$250				
20	Source Water Protection Areas - Identify potential sources of pollution in the vulnerable well areas. Develop a plan to clean up existing pollutants and prevent introduction of future pollutants. Develop and implement an education plan.	$3,000	Stormwater Utility	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	
21	Construction Site Inspections - Continue to inspect construction sites for compliance with erosion and sediment control plans and waste management. Distribute priority BMP sheets to builders/developers and track their use. Continue to utilize the City's Building Inspection log for issues and complaints received on construction sites and address site runoff issues.	$200,000	Stormwater Utility	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	
22	Site Plan Review - The City will continue to review site plans for development and redevelopment and require the use of structural and non-structural BMPs. The City will track the number of BMPs incorporated in site plans and assess changes due to increases in impervious area.	$100,000	Developers, Stormwater Utility	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	

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23	Update Ordinance to Meet New Permit Requirements - Complete Ordinance updates for post-construction runoff from new development and redevelopment within 12 months of extension of permit coverage.	$3,000	Stormwater Utility		$1,500					$1,500				
24	Structural Stormwater BMP Maintenance Program - Inspect 20% of known public outfalls, sediment basins and ponds each year on a rotating basis. Inspect 100% of structural pollution control devices each year. Retain records of inspection, maintenance, and corrective actions for 3 years past the expiration of the MS4 permit.	$80,000	Stormwater Utility	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	
25	Municipal Operations and Maintenance Program - The City will implement an inspection, operation, and maintenance program with a training component for City Public Works employees.	$2,000	Stormwater Utility	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	
26	Stockpiles, Storage, and Material Handling Area Inspections - Conduct written inspections of all stockpile, storage, and material handling areas (Public Works facility and cold storage).	$25,000	Stormwater Utility	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	
Official Controls														
27	Ordinance Updates - The City will ensure that adequate regulatory controls are in place to manage and mitigate adverse impacts on public waters and wetlands.	$2,000	Stormwater Utility				$1,000					$1,000		
28	Developer's Guide for Stormwater Management - The Developer's Guide for Stormwater Management will be reviewed and updated as necessary to ensure that stormwater management standards, including volume control standards and erosion and sediment control standards are consistent with current engineering practices and current regulations of local and state agencies having jurisdiction within the City.	$4,000	Stormwater Utility				$2,000					$2,000		
Monitor and Study														
29	Natural Resources Inventory (NRI) Update - The City's current NRI is from 2002. The City will complete an updated NRI to reflect current conditions.	$80,000	Stormwater Utility			$80,000								
30	Lake Byllesby Pollutant Monitoring - Establish a pollutant monitoring program to determine if the City is meeting its WLA for TP for water draining to Lake Byllesby.	$31,000	Stormwater Utility			$10,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	Issue 4.2.1
31	Pollutant Removal Studies - Conduct pollutant removal studies to identify the best strategies to reduce polluatnt discharges from the City to the Straight and Cannon Rivers to meet its WLAs.	$30,000	Stormwater Utility		$30,000									Issue 4.2.2
	TOTAL	**$16,886,000**		**$1,322,600**	**$1,737,300**	**$732,600**	**$748,600**	**$3,631,600**	**$944,600**	**$1,443,900**	**$305,600**	**$308,600**	**$5,710,600**	

[1] Cost estimates are preliminary and subject to review and revision as engineer's reports are completed and more information becomes available. Table reflects 2022 costs and does not account for inflation. Costs generally include labor, equipment, materials, and all other costs necessary to complete each activity. Some of the costs outlined above may be included in other operational costs budgeted by the City.

[2] Funding for stormwater program activities projected to come from following sources - Stormwater Utility, Developers Agreements, Grant Funds, General Operating Fund, or Special Assessments.

[3] Staff time is not included in the cost shown.

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MS4 Permit and Additional Operations and Maintenance Activities														
10	Stormwater BMP Projects - Pond dredging and maintenance, infiltration basin restoration, raingarden maintenance, buffer maintenance, and miscellaneous drainage improvements	$2,000,000	Stormwater Utility/State Funding	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	Extend infrastructure life capacity
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12	Street Sweeping - Sweep urban City streets 3 times per year. Sweep downtown City streets every other week.	$250,000	Stormwater Utility	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	
13	Education Activity Implementation Program & Annual Meeting - The City will provide stormwater education and outreach programs for residents within the City. The Education Program should include: -Distribution of educational materials including through City newsletter, website, and public service announcements (local paper and TV) -Coordination with SWCD and Clean Water Partnership -Presence at environmental fairs, home and garden shows, etc. -Volunteer opportunities -Annual builders and developers meeting and trainings The City will hold annual public meeting to provide information on the NPDES program and allow residents an opportunity to review and provide input on the SWPPP. Provide public notice of the meeting 30 days in advance. All input will be documented as part of the public record and addressed as appropriate. Revisions will be made to the SWPPP as necessary and submitted to the MPCA.	$250,000	Stormwater Utility, SWCD, Clean Water Partnership	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	
14	Online Availability of Stormwater Pollution Prevention Program Document - Provide an electronic version of the SWPPP on the City website to solicit public opinion and provide easy access.	$500	Stormwater Utility		$250					$250				
15	Storm Sewer System Map - Update storm sewer map upon receipt of as builts for new infrastructure. Identify outfalls, including unique identification (ID) number assigned by the permittee, and an associated geographic coordinate and other discharge points from the City.	$4,000	Stormwater Utility		$2,000					$2,000				
16	Illicit Discharge Detection and Elimination (IDDE) Regulatory Control Program - Review ordinance to ensure that ordinance continues to meet the needs of the City and legal requirements. Review ordinances of adjacent communities with regularity.	$3,000	Stormwater Utility	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	
17	IDDE Information Program - The City will develop a strategy to inform City employees, local businesses, property owners, and the public about the hazards associated with illegal discharges and improper disposal of waste. The City will cooperate with the watershed districts to develop educational opportunities.	$5,000	Stormwater Utility	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	
18	Identification of Non-Stormwater Discharge and Flows - Continue to evaluate non-stormwater discharges identified in permit as significant contributors of pollutants to MS4. Develop and implement action plans to address these flows.	$8,000	Stormwater Utility	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	
19	Standard Operating Procedures (SOPs) - Update SOPs for IDDE, including emergency response, within 12 months of the date of MS4 permit coverage.	$500	Stormwater Utility		$250					$250				
20	Source Water Protection Areas - Identify potential sources of pollution in the vulnerable well areas. Develop a plan to clean up existing pollutants and prevent introduction of future pollutants. Develop and implement an education plan.	$3,000	Stormwater Utility	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	
21	Construction Site Inspections - Continue to inspect construction sites for compliance with erosion and sediment control plans and waste management. Distribute priority BMP sheets to builders/developers and track their use. Continue to utilize the City's Building Inspection log for issues and complaints received on construction sites and address site runoff issues.	$200,000	Stormwater Utility	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	
22	Site Plan Review - The City will continue to review site plans for development and redevelopment and require the use of structural and non-structural BMPs. The City will track the number of BMPs incorporated in site plans and assess changes due to increases in impervious area.	$100,000	Developers, Stormwater Utility	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	

No.	Project Description	10 Year Total Cost Estimate [1,3]	Possible Funding Sources [2]	Proposed Cost By Year[1]										Comments
				2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
23	Update Ordinance to Meet New Permit Requirements - Complete Ordinance updates for post-construction runoff from new development and redevelopment within 12 months of extension of permit coverage.	$3,000	Stormwater Utility		$1,500					$1,500				
24	Structural Stormwater BMP Maintenance Program - Inspect 20% of known public outfalls, sediment basins and ponds each year on a rotating basis. Inspect 100% of structural pollution control devices each year. Retain records of inspection, maintenance, and corrective actions for 3 years past the expiration of the MS4 permit.	$80,000	Stormwater Utility	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	
25	Municipal Operations and Maintenance Program - The City will implement an inspection, operation, and maintenance program with a training component for City Public Works employees.	$2,000	Stormwater Utility	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	
26	Stockpiles, Storage, and Material Handling Area Inspections - Conduct written inspections of all stockpile, storage, and material handling areas (Public Works facility and cold storage).	$25,000	Stormwater Utility	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	
Official Controls														
27	Ordinance Updates - The City will ensure that adequate regulatory controls are in place to manage and mitigate adverse impacts on public waters and wetlands.	$2,000	Stormwater Utility				$1,000					$1,000		
28	Developer's Guide for Stormwater Management - The Developer's Guide for Stormwater Management will be reviewed and updated as necessary to ensure that stormwater management standards, including volume control standards and erosion and sediment control standards are consistent with current engineering practices and current regulations of local and state agencies having jurisdiction within the City.	$4,000	Stormwater Utility				$2,000					$2,000		
Monitor and Study														
29	Natural Resources Inventory (NRI) Update - The City's current NRI is from 2002. The City will complete an updated NRI to reflect current conditions.	$80,000	Stormwater Utility			$80,000								
30	Lake Byllesby Pollutant Monitoring - Establish a pollutant monitoring program to determine if the City is meeting its WLA for TP for water draining to Lake Byllesby.	$31,000	Stormwater Utility			$10,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	Issue 4.2.1
31	Pollutant Removal Studies - Conduct pollutant removal studies to identify the best strategies to reduce polluatnt discharges from the City to the Straight and Cannon Rivers to meet its WLAs.	$30,000	Stormwater Utility		$30,000									Issue 4.2.2
	TOTAL	**$16,886,000**		**$1,322,600**	**$1,737,300**	**$732,600**	**$748,600**	**$3,631,600**	**$944,600**	**$1,443,900**	**$305,600**	**$308,600**	**$5,710,600**	

[1] Cost estimates are preliminary and subject to review and revision as engineer's reports are completed and more information becomes available. Table reflects 2022 costs and does not account for inflation. Costs generally include labor, equipment, materials, and all other costs necessary to complete each activity. Some of the costs outlined above may be included in other operational costs budgeted by the City.
[2] Funding for stormwater program activities projected to come from following sources - Stormwater Utility, Developers Agreements, Grant Funds, General Operating Fund, or Special Assessments.
[3] Staff time is not included in the cost shown.

7. ADMINISTRATION

7.1. Plan Amendments and Future Updates

The Faribault SWMP is intended to extend through the year 2031. For the plan to remain dynamic, an avenue must be available to implement new information, ideas, methods, standards, management practices and any other changes that may affect the intent and/or results of the SWMP. The amendment procedure for the SWMP is presented below.

Request for Amendment
Written request for plan amendment is submitted to City staff. The request shall outline the need for the amendment as well as additional materials that the City will need to consider before making its decision.

Staff review of Amendment
A decision is made as to the validity of the request. Three options exist: 1) reject the amendment, 2) accept the amendment as a minor issue, with minor issues collectively added to the plan at a later date, or 3) accept the amendment as a major issue, with major issues requiring an immediate amendment. In acting on an amendment request, City staff shall recommend to City Council whether or not a public hearing is warranted.

Council Consideration
The amendment and the need for a public hearing shall be considered at a regular or special Council meeting. Staff recommendations should also be considered before decisions on appropriate action(s) are made.

Public Hearing and Council
This step allows for public input based on public interest. Council shall determine when the public hearing should occur in the process. Based on the public hearing, the City Council could approve the amendment.

Council Adoption
Final action on an amendment is City Council adoption. However, prior to the adoption, an additional public hearing could be held to review the plan changes and notify the appropriate stakeholders.

7.2. Annual Report to Council

A brief annual report will be made by City staff summarizing development changes, capital improvements, and other water management-related issues that have occurred over the past year. The review will also include an update on available funding sources for water resource issues. Grant programs are especially important to review since they may change annually. These changes do not necessarily require individual amendments. The report can, however, be considered when the plan is brought up to date. The annual report should be completed by July 1st to allow implementation items to be considered in the normal budget process.

The City's SWMP will remain in effect through 2031. The City will then review the SWMP for consistency with current water resource management methods. At that time, all annual reports and past amendments will be added to the document. Depending on the significance of changes, a new printing of the SWMP may be appropriate. At a minimum, the Capital Improvement Program should be amended every five years.

Appendix A – Figures

Figure 1: Location Map

Figure 2: Subwatershed Map

Figure 3: Soils Map

Figure 4: Existing Land Use

Figure 5: Proposed Land Use

Figure 6: Wetlands and Lakes

Figure 7: DWSMA and Wellhead Protection Areas

Figure 8: MLCCS

Figure 9: Sites of Biological Significance

Figure 10: Problem Areas

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 1 Location Map Date Saved: 1/13/2022

Lonsdale
Trondjem
Little Chicago
320th St W
Waterford
19
Carleton College
Union Lake
Northfield
Sechler Park
Independence Ave
Millersburg Blvd W
Millersburg
Millersburg Blvd E
Dundas
Circle Lake
35
Fox Lake
3
Dennis
21
Comus
Cannon City Blvd
Shields Lake
Shieldsville
Dodd Rd
French Lake
Roberds Lake
Cannon City
Cedar Lake Blvd
Sheffield Mill
Faribault
Falls Creek
Wells Lake
Willow St
River Bend Nature Center
Prairieville
Ruskin
Cannon Lake
Gates Ave
Warsaw
60
240th St E
Albers Ave
Morristown
250th St W
Mud Creek
Mackenzie Creek
Medford
NE 69th St
E Frontage Rd
Merton
Clinton Falls
Kenyon Rd
Owatonna

Faribault Boundary
City Boundary

Figure 1 - Location Map

Surface Water Management Plan
City of Faribault, MN

N

0 9,000 Feet
1 inch = 9,000 feet

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 2 Subwatershed Map Date Saved: 1/14/2022

Legend

Subcatchment (Public Watercourse ID)

- Cannon River via Unnamed Creek (M-048-024)
- Cannon River (M-048)
- Cannon River Reservoir (M-048)
- Cannon River via Crocker's Creek (M-048-027)
- Just Below Dam (M-048)
- Roberds Lake (M-048-028)
- Straight River (M-048-026)
- Wells Lake (M-048)
- Falls Creek (M-048-026-001)
- Flow Arrow
- Citywide XPSWMM Modeled Area
- Public Water Basin
- Public Watercourse
- City Boundary

Roberds Lake
Unnamed Creek (M-048-024)
Twin Lakes
Cannon River (M-048)
Prairie Creek (M-048-015)
Unnamed Creek (M-048-028)
Cannon River Reservoir
Wells Lake
Falls Creek (M-048-026-001)
Cannon Lake
Straight River (M-048-026)
Unnamed Creek (M-048-027)
Mud Creek (M-048-026-002)
MAJ-07044288

MINNESOTA 21
MINNESOTA 3
MINNESOTA 60
35
MINNESOTA 299
MINNESOTA 298

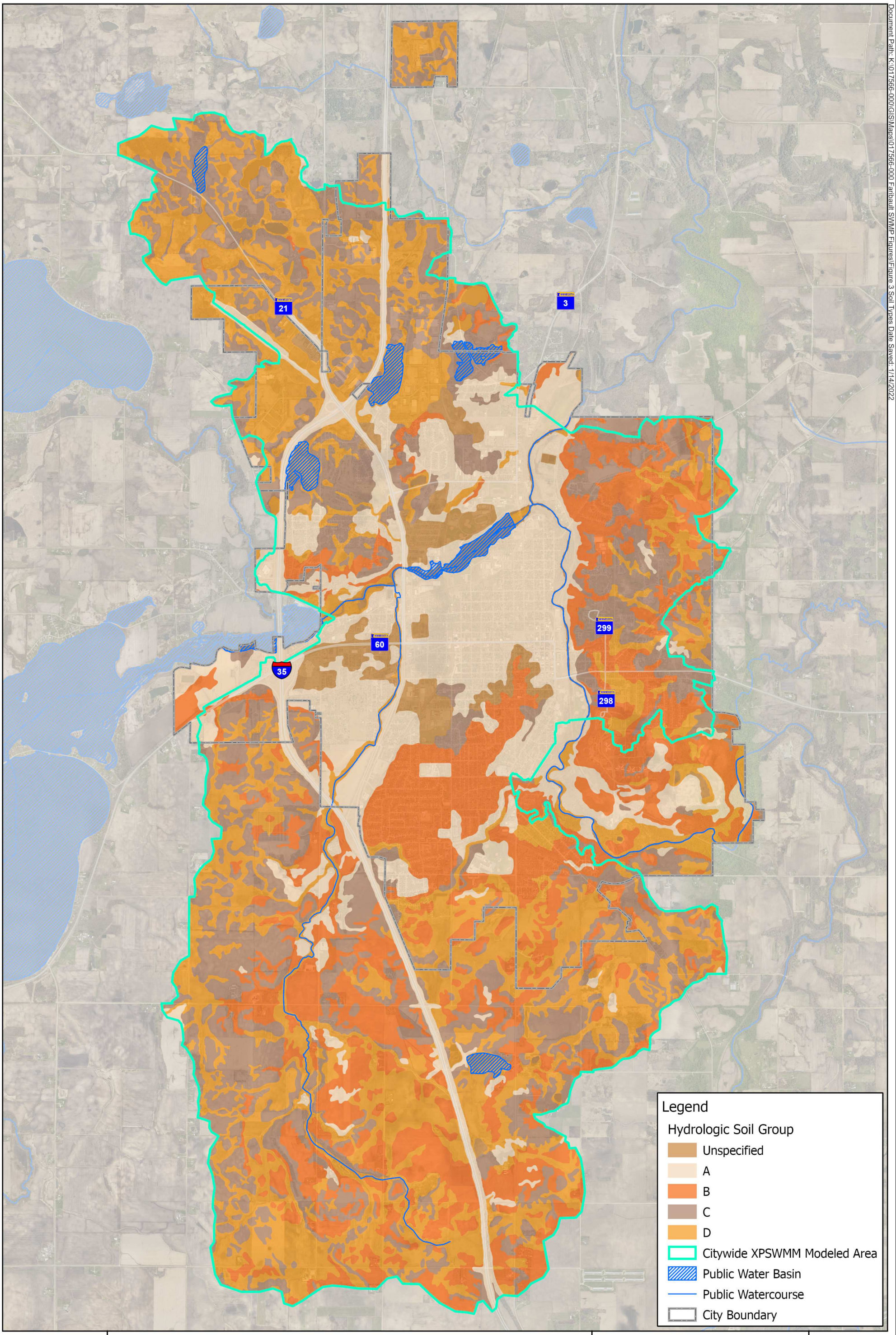
Figure 2 - Subwatershed Map

Surface Water Management Plan
City of Faribault, MN

N

0 3,500 Feet

1 inch = 3,500 feet



City Of Faribault

Figure 3 - Soil Types

Surface Water Management Plan
City of Faribault, MN

N

0 3,500 Feet

1 inch = 3,500 feet

wsb

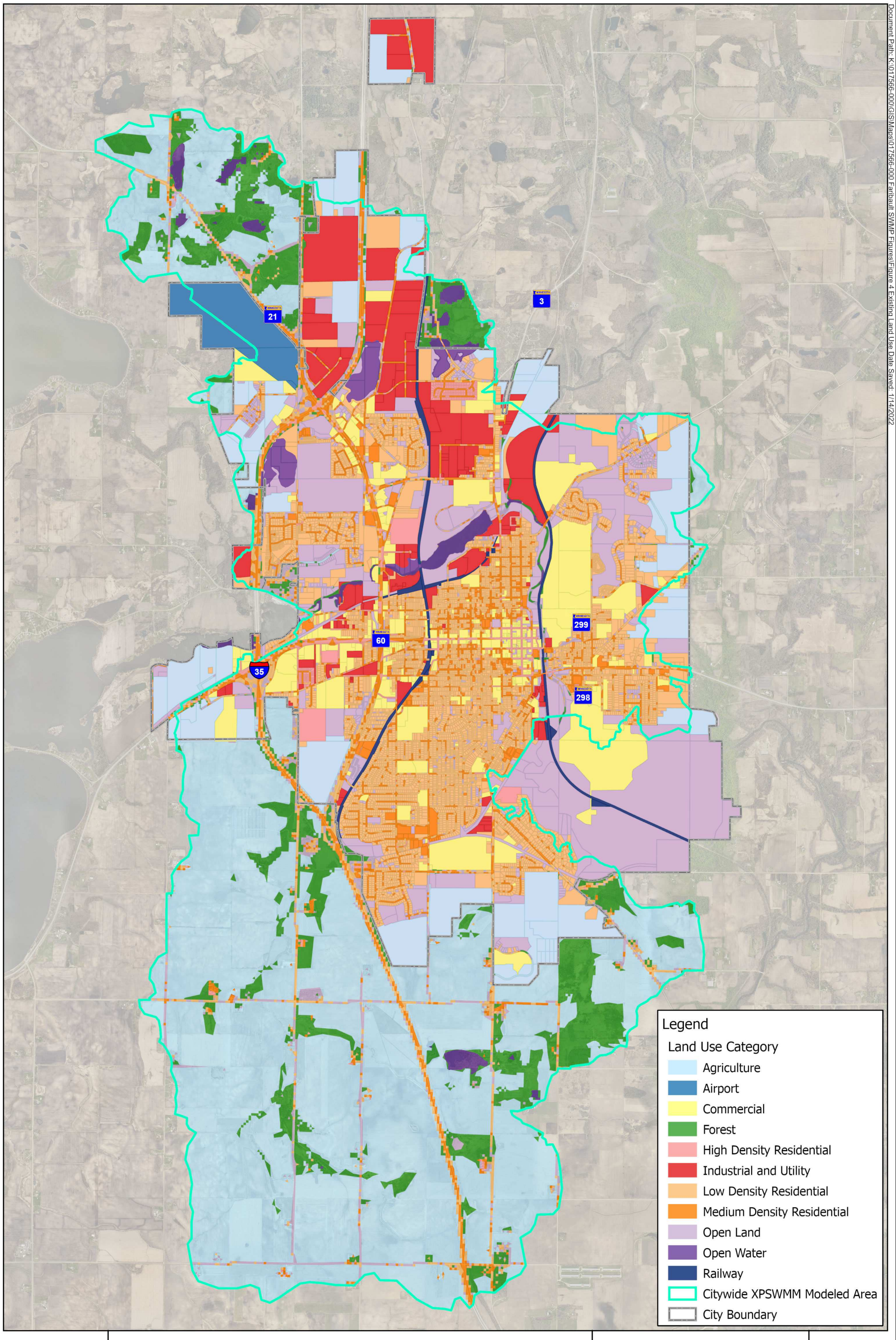


Figure 4 - Existing Land Use

Surface Water Management Plan
City of Faribault, MN

N

0 3,500 Feet

1 inch = 3,500 feet

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 5 Proposed Land Use Date Saved: 2/24/2022

Legend

Land Use Categories

- Established Residential Neighborhood
- Planned Residential Neighborhood
- Commercial / Residential Mixed Use
- Commercial
- Downtown
- Commercial / Industrial Mixed Use
- Industrial
- Commercial
- City Park or Open Space
- Other Park, Recreation, or Open Space
- Airport
- Major Utility
- City Boundary

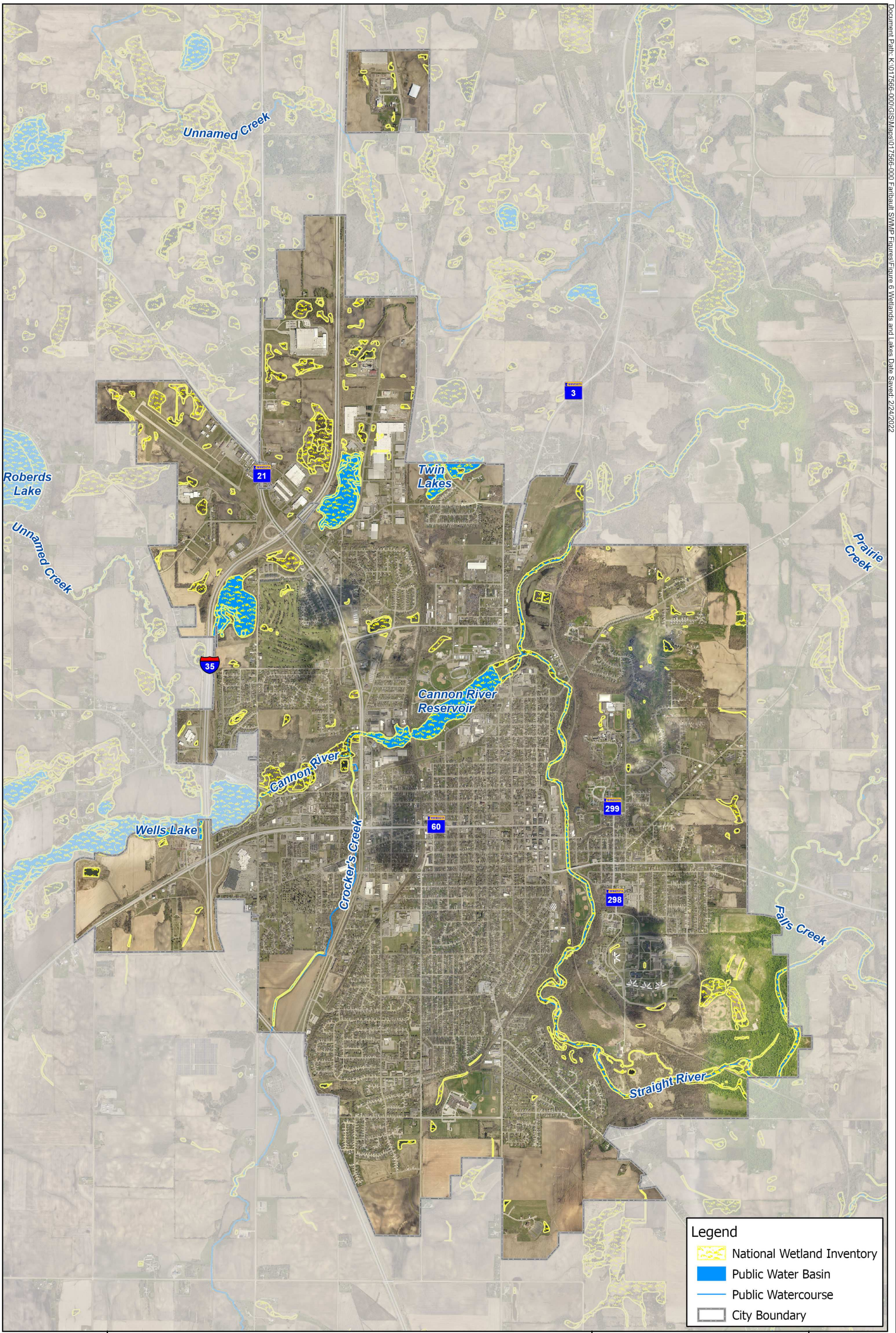
Figure 5 - Future Land Use

Surface Water Management Plan
City of Faribault, MN

N

0 2,800 Feet

1 inch = 2,800 feet



City Of Faribault

Figure 6 - Wetlands and Lakes

Surface Water Management Plan
City of Faribault, MN

N

0 2,800 Feet
1 inch = 2,800 feet

wsb

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 7 DWSMA and Wellhead Protection Areas Date Saved: 5/31/2022

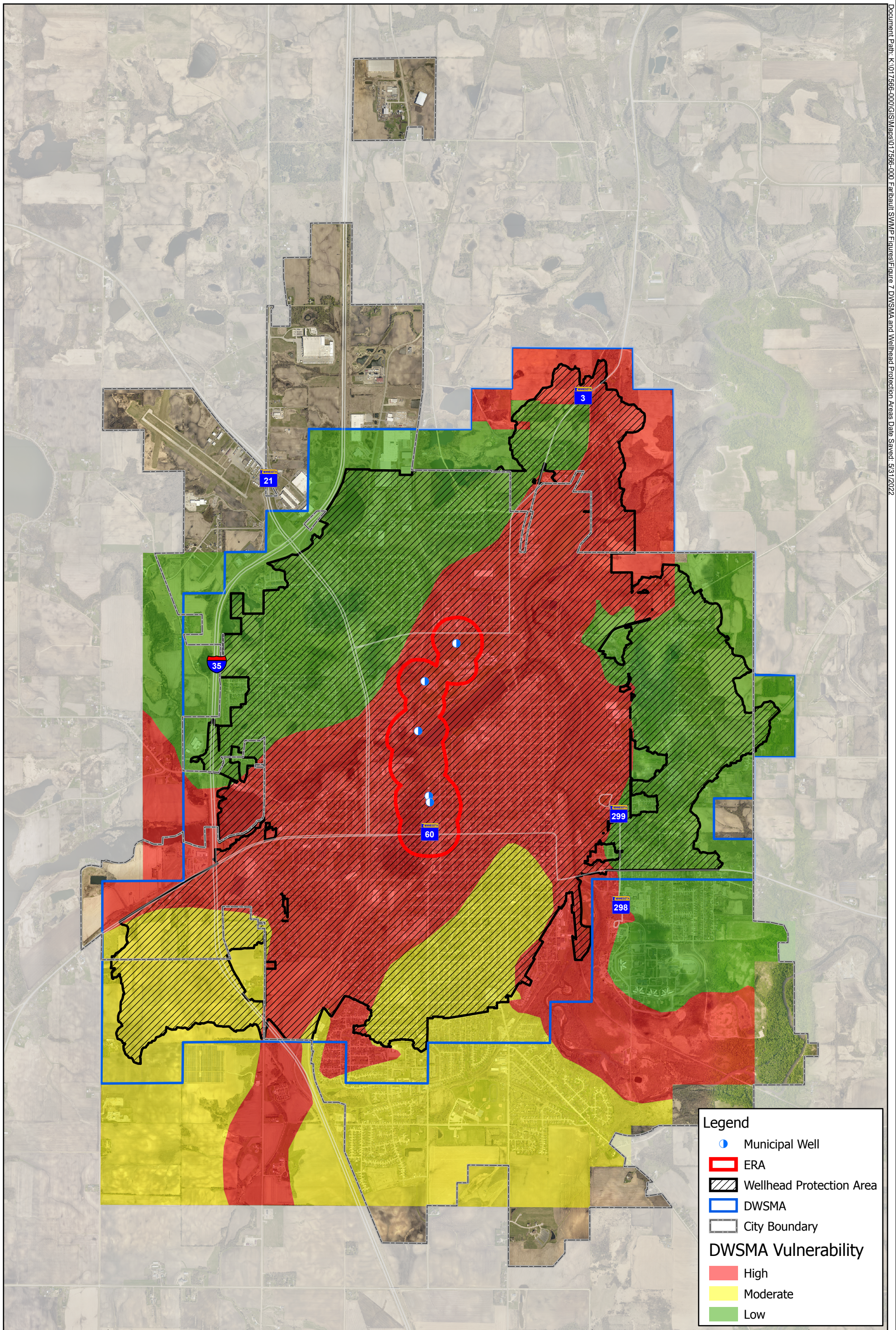


Figure 7 -
Drinking Water Supply Management Area (DWSMA) and Wellhead Protection Areas
Surface Water Management Plan
City of Faribault, MN

N
0 2,800 Feet
1 inch = 2,800 feet

Legend

Land Cover - MLCCS

- Impervious
- Planted/Cultivated
- Grass
- Forest
- Shrubland
- Weltand
- Rock/Mud/Scrubland
- Water
- City Boundary

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 8 Minnesota Land Cover Classification System Date Saved: 1/14/2022

Figure 8 -
Minnesota Land Cover Classification System (MLCCS) Map

Surface Water Management Plan
City of Faribault, MN

N

0 2,800 Feet

1 inch = 2,800 feet

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 9 Minnesota Biological Survey (MBS) Sites of Biodiversity Significance Date Saved: 1/14/2022

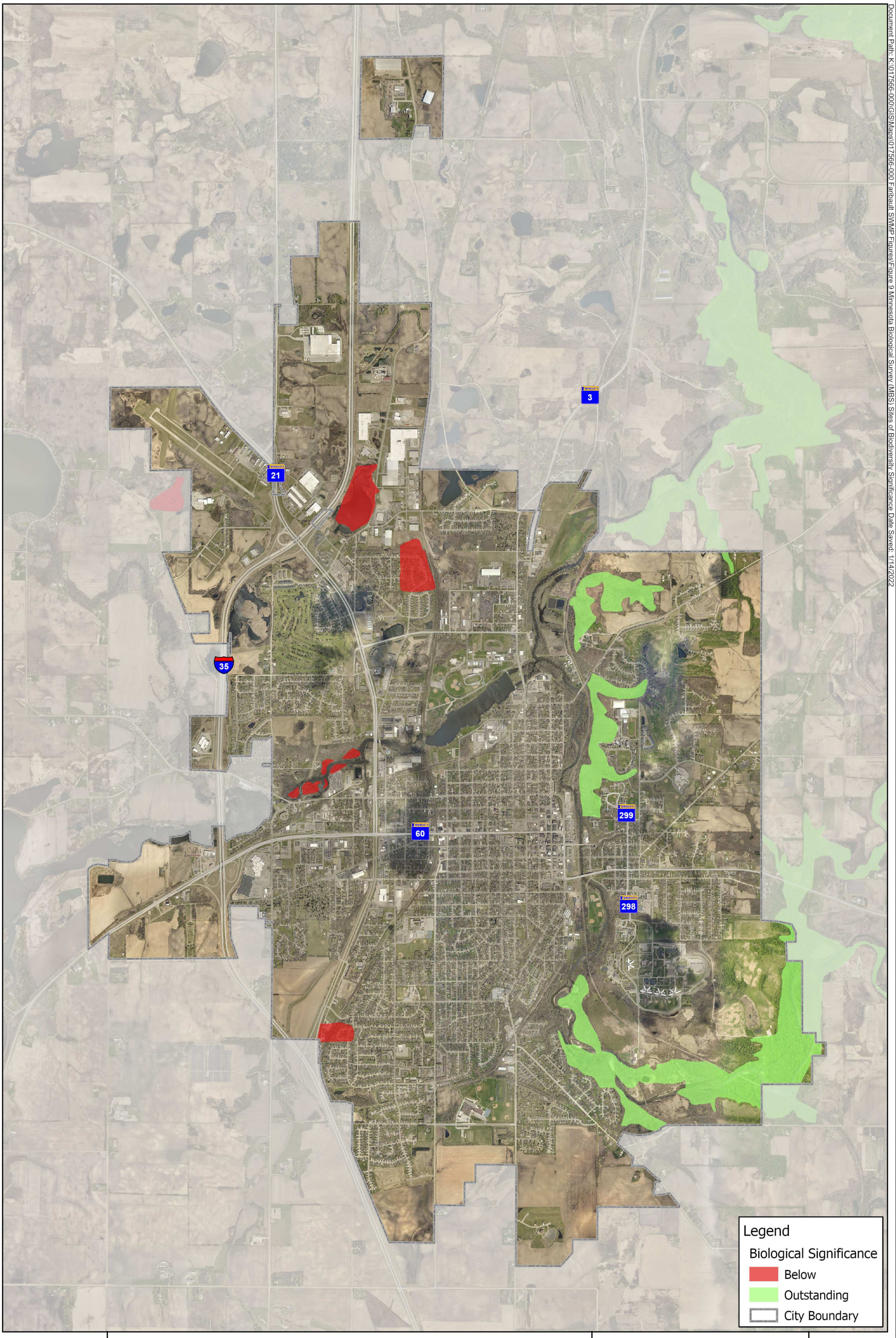


Figure 9 -
Minnesota County Biological Survey (MCBS) Sites of Biodiversity Significance
Surface Water Management Plan
City of Faribault, MN

N
0 2,800 Feet
1 inch = 2,800 feet

Problem Areas

1. Localized flooding and existing basin is undersized to treat tributary area.
2. Insufficient outlet capacity from the Twin Lakes region.
3. Erosion at storm sewer outfall. Watershed lacks stormwater management.
4. Localized flooding due to storm sewer capacity issues.
5. Residential area within FEMA floodplain.
6. Localized flooding.
7. Watershed lacks stormwater management.
8. Erosion and risk of culvert blowout.

Legend

- Problem Areas
- 2020 Impaired Streams
- 2020 Impaired Lakes
- City Boundary

Roberds Lake
Wells Lake
Unnamed creek
Unnamed creek
Cannon River
Prairie Creek
Falls Creek
Straight River
Straight River

1
2
3
4
5
6
7
8

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault SWMP Figures\Figure 10 Water Resource Problem Areas Date Saved: 1/14/2022

Figure 10 -
Water Resource Problem Areas
Surface Water Management Plan
City of Faribault, MN

N
0 2,800 Feet
1 inch = 2,800 feet

Appendix B – TMDLs

Approved TMDLs affecting the City of Faribault can be found at the following websites.

Cannon River Watershed TMDL

- https://www.pca.state.mn.us/sites/default/files/wq-iw9-19e.pdf

Cannon River WRAPS Report

- https://www.pca.state.mn.us/sites/default/files/wq-ws4-23a.pdf

Lower Cannon River Turbidity TMDL

- https://www.pca.state.mn.us/sites/default/files/wq-iw9-04c.pdf

South Metro Mississippi TSS TMDL

- https://www.pca.state.mn.us/water/south-metro-mississippi-river-turbidity-tmdl

Appendix C – CIP Memos

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 1 – Industrial Park
WSB Project No. 017566-000

Background

A portion of the stormwater runoff from the existing Airtech Industrial Park in the northeast corner of State Highway 21 and Interstate 35 discharges to existing basins (#54 and #103) that are undersized for the contributing watersheds. To provide adequate stormwater management for the existing and post development impervious area within the industrial park, the City of Faribault would like to install a regional best management practice.

Risk Assessment

The undersized Airtech Industrial Park ponds contribute to minor localized flooding and provide insufficient stormwater treatment for the total 32.7-acre tributary area in existing conditions.

Existing pond #54 has a 100-year high water level of 1,018.3-feet and existing pond #103 has a 100-year high water level of 1,030.1-feet according to the Citywide XPSWMM model. The 100-year inundation boundaries minorly impact the adjacent parking lots.

Ponds #54 and #103 do not provide any volume reduction via an infiltration mechanism, failing to meet volume control standards outlined in the current National Pollutant Discharge Elimination System (NPDES) permit. Although the existing development within the watershed occurred prior to the current NPDES requirements, the water quality volume to treat the entire tributary area plus the portion of the industrial park that can be routed to the pond in post development is shown in **Table 1**. Post development runoff rates from the site may not exceed existing rates according to **Table 2**.

Table 1. *Water Quality Volume Required*

Approximate Post Development Impervious Area (ac)	Required Treatment Volume (ac-feet)
46.8	3.9

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

Table 2. *Existing Runoff Rates*[1]

Storm Event	Southeast Runoff Rate (cfs)	Northeast Runoff Rate (cfs)
2-year	20.6	24.1
10-year	44.1	45.3
100-year	124.1	84.3

[1]Approximate existing conditions runoff rates from the Citywide XPSWMM model. May be refined at the time of final design.

The total post development impervious area was determined by adding an assumed 80 percent of the existing undeveloped parcels slated for commercial or industrial development within the industrial park direct drainage area to the existing impervious area. The required post development treatment volume was calculated by multiplying the total post development impervious area by 1-inch.

Site constraints including the presence of hydrologic group D soils preclude the use of infiltration to meet volume control requirements. Thus, treatment of the required water quality volume shall be provided to the maximum extent possible focusing on BMPs that provide pollutant removal from the watershed.

Recommended Risk Reduction Options

To mitigate existing flooding and provide post development regional stormwater quality and quantity management, several options may be pursued. Both are illustrated on **Figure 1,** as attached.

Option 1: Expansion and Enhancement of Existing Wet Basins

Two wet basins (#54 and #103) exist along the southeast side of the Airtech Industrial Park. Fill in #54, adding an expanded pond to the northeast, and expand #103, sizing both basins to meet Nationwide Urban Runoff Program (NURP) standards (dead storage volume to treat 2.5 inches over the entire watershed draining to the pond).

Enhance the two basins with a filter bench sized to treat all tributary post development impervious area and meet the 48-hour drawdown requirement per the Minnesota Stormwater Manual.

Install outlet control structures from the basins that allow the site to meet rate control per **Table 2**.

Route runoff from the north portion of the drainage area to relocated basin #54 by extending the storm sewer within Airtech Court and removing two outfalls on the north and northeast side of the industrial park.

The existing building adjacent to the two basins has a finished floor elevation (FFE) and low opening of approximately 1,026 feet (LiDAR). The low floor elevation will be a minimum of 1 foot above the normal water level of the adjacent basins and the low opening elevation will be a minimum of 2 feet above the high-water level for the 100-year event. The low opening must also be 1 foot above the emergency overflow elevation. To reduce the chance of parking lot flooding, the 100-year high water level shall be 1 foot below the edge of shoulder.

The approximate design components and quantities are outlined in **Table 3**.

Table 3. *Option 1 Preliminary Design Outline*

Name	Design Component	Quantity	Unit
Trunkline Storm Sewer[1]	36-inch Pipe	1,800	feet
Relocated and Expanded Basin 54	Drainage Area	73.4	acres
	Normal Water Level	1,011	feet
	Maximum HWL	1,018	feet
	Approximate Proposed HWL	1,017.2	feet
	Maximum EOF Elevation	1,019	feet
	Proposed EOF Elevation	1,018.5	feet
	Filter Bench Surface Area	1.07	acres
	Water Quality Depth	1.48	feet
	Water Quality Volume	3.4	acre-feet
	NURP Pond Surface Area	1.34	acres
	NURP Pond Average Depth	7.8	feet
	Outlet Control Structure Orifice	21	inches
Expanded Basin 103	Drainage Area	10.0	acres
	Normal Water Level	1,020	feet
	Maximum HWL	1,024	feet
	Approximate Proposed HWL	1,023.9	feet
	Maximum EOF Elevation	1,025	feet
	Proposed EOF Elevation	1,025	feet
	Filter Bench Surface Area	0.25	acres
	Water Quality Depth	1.3	feet
	Water Quality Volume	0.68	acre-feet
	NURP Pond Surface Area	0.25	acres
	NURP Pond Average Depth	7	feet
	Outlet Pipe	27	inches

[1]Storm sewer needed to reroute runoff from north side of industrial park to pond. Does not include storm sewer necessary for new development.

Volume control will not be met to NPDES standards because infiltration is limited due to site conditions. However, the water quality volume provided by the filter benches is greater than the required water quality volume, as outlined in **Table 4**.

Table 4. *Water Quality Volume Provided*

Approximate Post Development Impervious Area (ac)	Required Treatment Volume (ac-feet)	Provided Treatment Volume (ac-feet)
46.8	3.9	4.1

The filter benches will treat stormwater and reduce pollutant loading downstream, helping the City to work towards meeting waste load allocation (WLA) goals for the Cannon River. The expanded basins will reduce total phosphorus (TP) by 35.3 pounds per year and total suspended solids (TSS) by 10.3 tons per year. The pollutant load reduction based on the construction of the project in relation to the WLA is shown in **Table 5**.

Table 5. *Waste Load Allocation*

TMDL Study Name and Water	Initial Loading Estimate[1]	Proposed Loading Reduction Estimate with CIP 1	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	35.3 lb/yr	3991.7 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	10.3 ton/yr	470.7 ton/yr	294 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	10.3 ton/yr	470.7 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	10.3 ton/yr	470.7 ton/yr	220.7 ton/yr

[1]As of summer 2021

Preliminary XPSWMM modeling of the existing and post development conditions indicates that rate control can be met for the site according to **Table 6**.

Table 6. *Proposed Rate Control*

Storm Event	Existing Southeast (cfs)	Existing Northeast (cfs)	Proposed Southeast (cfs)	Proposed Northeast (cfs)
2-year	20.6	24.1	7.2	0
10-year	44.1	45.3	26.2	20.1
100-year	124.1	84.3	63.6	61.2

Localized flooding shall be mitigated. The proposed HWLs for basins #54 and #103 are 1017.2 and 1023.9, not impacting the adjacent parking lots and meeting freeboard requirements.

The exact routing of the collection and conveyance system shall be determined at the time of final design.

Based on the City needs, the project may be phased to span multiple years. For example, basin #54 may be constructed first, followed by rerouting of the storm sewer, and finally construction of basin #103, in accordance with industrial park development.

Option 2: Expansion and Enhancement of Existing Wet Basins and Future Development Onsite Treatment

To reduce the trunkline storm sewer and surface area needed for regional basin #54, the future development in the northwest corner of the industrial park may provide onsite treatment via basin #20063 and #20064. The developer would be responsible for meeting volume and rate control requirements for their parcel.

Differences from Option 1 include storm sewer routing and basin size. Install storm sewer to connect basin #20063 to #20064 which would then outlet to the wetland to the north via an existing outfall. The runoff from the parking lot on the north side of the industrial park would still be required to be collected and conveyed via storm sewer along Airtech Court to relocated basin #54.

Approximate public design components and quantities are outlined in **Table 7**.

Table 7. *Option 2 Preliminary Design Outline*

Name	Design Component	Quantity	Unit
Trunkline Storm Sewer[1]	24-inch Pipe	1,180	feet
Relocated and Expanded Basin 54	Drainage Area	42.8	acres
	Normal Water Level	1,011	feet
	Maximum HWL	1,018	feet
	Approximate Proposed HWL	1,018	feet
	Maximum EOF Elevation	1,019	feet
	Proposed EOF Elevation	1,019	feet
	Filter Bench Surface Area	0.9	acres
	Water Quality Depth	1.5	feet
	Water Quality Volume	2.7	acre-feet
	NURP Pond Surface Area	0.92	acres
	NURP Pond Average Depth	7.8	feet
	Outlet Control Structure Orifice	21	inches
Expanded Basin 103	Drainage Area	10.0	acres
	Normal Water Level	1,020	feet
	Maximum HWL	1,024	feet
	Approximate Proposed HWL	1,023.9	feet
	Maximum EOF Elevation	1,025	feet
	Proposed EOF Elevation	1,025	feet
	Filter Bench Surface Area	0.25	acres
	Water Quality Depth	1.3	feet
	Water Quality Volume	0.68	acre-feet
	NURP Pond Surface Area	0.25	acres
	NURP Pond Average Depth	7	feet
	Outlet Pipe	27	inches

[1]Storm sewer needed to reroute runoff from north side of industrial park to pond. Does not include storm sewer necessary for new development.

Preliminary Cost Estimate

The expansion and enhancement of two regional NURP basins with filter benches according to Option 1 has an estimated capital cost of $2.05 million. By following Option 2, a $382,000 savings to the City is approximated. See the detailed cost estimates below.

Preliminary Opinion of Probable Cost				
Option 1: Expansion and Enhancement of Existing Wet Basins				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 68,000	$ 68,000
Clearing and Grubbing	AC	2.2	$ 7,500	$ 16,500
Excavation/Grading	CY	48280	$ 8	$ 386,240

Underdrain with pea gravel and geotextile	LF	1350	$ 35	$ 47,250
Engineered Filter Media	CY	3190	$ 150	$ 478,500
Outlet Control Structure	Each	2	$ 5,000	$ 10,000
36" RCP Storm Sewer	LF	2200	$ 125	$ 275,000
27" RCP Storm Sewer	LF	690	$ 115	$ 79,350
21" RCP Storm Sewer	LF	370	$ 105	$ 38,850
Erosion Control	LS	1	$ 16,000	$ 16,000
Site Restoration	LS	1	$ 10,000	$ 10,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 1,425,690**
20% CONTINGENCIES				**$ 285,138**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 1,710,828**
20% ENGR., FISCAL & ADMIN				**$ 342,166**
TOTAL ESTIMATED PROJECT COSTS				**$ 2,052,994**

Preliminary Opinion of Probable Cost				
Option 2: Expansion and Enhancement of Existing Wet Basins				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 55,260	$ 55,260
Clearing and Grubbing	AC	1.8	$ 7,500	$ 13,500
Excavation/Grading	CY	36580	$ 8	$ 292,640
Underdrain with pea gravel and geotextile	LF	1300	$ 35	$ 45,500
Engineered Filter Media	CY	2780	$ 150	$ 417,000
Outlet Control Structure	Each	2	$ 5,000	$ 10,000
24" RCP Storm Sewer	LF	1180	$ 110	$ 129,800
36" RCP Storm Sewer	LF	420	$ 125	$ 52,500
27" RCP Storm Sewer	LF	690	$ 115	$ 79,350
21" RCP Storm Sewer	LF	370	$ 105	$ 38,850
Erosion Control	LS	1	$ 16,000	$ 16,000
Site Restoration	LS	1	$ 10,000	$ 10,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 1,160,400**

20% CONTINGENCIES	**$**	**232,080**
TOTAL ESTIMATED CONSTRUCTION COSTS	**$**	**1,392,480**
20% ENGR., FISCAL & ADMIN	**$**	**278,496**
TOTAL ESTIMATED PROJECT COSTS	**$**	**1,670,976**

Existing Issues:
- The Airtech pond (Basin 54) is undersized for the existing tributary area and does not provide adequate stormwater management.
- The 100-year high water levels of Basin 54 and Basin 103 contribute to flooding within the adjacent parking lots.

Recommendation:
- Option 1:
  > Expand and enhance Basin 103 and expand, enhance, and relocate Basin 54 to treat the existing and post development impervious area within the industrial park. Filter benches and outlet control structures shall be installed to control discharge volumes and rates. Collect and convey stormwater runoff from the industrial park to the expanded basins.
- Option 2:
  > In addition to the improvements outlined in Option 1, developments in the northwest corner of the industrial park shall provide onsite treatment to reduce the surface area needed for the relocated Basin 54.

Legend

- Basin ID
- Option 1 Drainage Area
- Option 2 Drainage Area
- Recommended BMP Expansion and Enhancement
- Fill
- Optional BMP to Decrease Size of Recommended BMPs
- Option 1 Recommended Storm Sewer
- Option 2 Recommended Storm Sewer
- Recommended Storm Structure
  - Manhole
  - Outlet Control Structure
- Future Land Use
  - Commercial/Industrial Mixed Use
  - Developable Area
- Existing Storm Sewer
- Existing Stormwater Pond
- Existing 100-year HWL
- DNR Public Waters
- National Wetland Inventory
- Parcels
- City Boundary

City Of Faribault

Figure 1 - Area 1, Industrial Park

CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

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0 350 Feet

1 inch = 350 feet

wsb

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Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: April 22, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 2 – Twin Lakes
WSB Project No. 017566-000

Background

The City of Faribault has identified the need for a secondary outlet from basin 20220, the final waterbody in the Twin Lakes chain. The basin currently outlets via a submerged pipe to a channel which flows to the Cannon River. In addition, the drain tile outlet from basin 20219 has degraded over time and is no longer functioning as intended. Twin Lakes are MnDNR Public Waters and five lakes within the chain are identified in the National Wetland Inventory. **Figure 2,** as attached**,** outlines the existing conditions and a future improvement schematic.

Risk Assessment

Without a functioning outlet, basin 20219 outlets by overtopping a natural overflow at 997-feet. Water must then travel over a 3.2 percent slope to reach the downstream waterbody (basin 20220), increasing the risk of channel erosion between basin 20219 and basin 20220.

The natural overflow elevation from basin 20220 is at 999-feet. In a major flooding event, the water must build up in basin 20220 and basin 20219 to the overflow elevation before basin 20220 can discharge. This causes overtopping of Alvey Trail, a rural roadway, and the water level coming within several feet of Acorn Trail.

From the existing conditions XPSWMM analysis, there does not appear to be any primary structures impacted by the 100-year high water levels adjacent to the five lakes. However, basins 20220, 20080, and 20081 have a modeled 100-year high water level that comes within a foot of the adjacent roadways, Alvey Trail and Acorn Trail.

Survey along Acorn Trail is recommended prior to pursuing a risk reduction option to accurately determine the roadway shoulder elevation, culvert sizes, culvert invert elevations, and current normal water level of all five basins.

Proposed Risk Reduction Option

Option 1: Install New Outlet Infrastructure from Basins 20220 and 20219

The City indicated that outlet structure updates to basins 20220 and 20219 are a high priority. To minimize risk, it is recommended to install outlet control structures that will allow for 1-foot of

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freeboard from the roadway shoulders to the 100-year high water level, consistent with the MnDOT Drainage Manual.

Install an outlet control structure with an inlet pipe, outlet pipe, and grate overflow to control discharge from basin 20219 to basin 20220. Lower the normal water level of basin 20219 to allow for adequate freeboard from the 100-year high water level to the emergency overflow elevation to reduce erosion potential by avoiding consistent use of the emergency overflow. The design components are listed below.

- Install an outlet control structure with a 5-foot diameter, a grate at 996.9-feet, a 24-inch RCP into the structure at 994.5-feet to set the normal water level, and a 24-inch RCP primary outlet that is 230-feet long with a 0.7 percent slope.
- The overland emergency overflow from basin 20219 to basin 20220 shall be built up to 997.6-feet to allow for 1-foot of freeboard between the 100-year high water level and the overflow.

In addition to the existing submerged outlet pipe, install a secondary outlet from basin 20220, which outfalls into the downstream channel, to lower the high-water level of basin 20220. An outlet control structure with a weir and orifice is recommended to control the outflow rates and the 100-year high water level, as listed below.

- Install an outlet control structure with a 5-foot diameter, a weir wall at 996-feet, an 8-inch orifice in the weir wall at 992-feet, and a 24-inch RCP primary outlet that is approximately 145-feet long with a 1.4 percent slope.

With the recommended outlet configuration, the peak discharge rates will be slightly increased at the ultimate discharge point (i.e., the channel which flows to the Cannon River), but the 100-year high water level will be reduced in basins 20219 and 20220. See **Table 1** and **Table 2,** as attached. It is important to note that without modifying the outlets from the upstream lakes in the chain, the 100-year high water levels of basins 20080 and 20081 are still within 1-foot of Acorn Trail's shoulder, failing to meet freeboard requirements.

Table 1. *Discharge Rates from Basin 20220 to Channel*

Storm Event	Existing Discharge Rate (cfs)	Option 1 Recommended Condition Discharge Rate (cfs)
2-year	1.8	1.8
10-year	2.7	4.2
100-year	4.1	8.0

Table 2. *Option 1 Basin 100-year High Water Levels*

Basin	Existing HWL (ft)	Option 1 Recommended Condition HWL (ft)	Allowable HWL (Provides 1-foot of Freeboard to Roadway) (ft)
20220	997.5	995.3	997.0
20219	997.6	996.6	997.5
20221	998.6	998.6	999.0
20082	1006.6	1006.6	1007.0
20080	1007.1	1007.1	1007.0
20081	999.6	999.6	997.5
20154	1000.0	1000.0	1001.0

To account for the slightly increased rates out of basin 20220, streambank stabilization measures are recommended downstream in areas susceptible to erosion.

Option 2: Upsize Outlets on Five Lakes

To meet the MnDOT freeboard requirement of 1-foot from the 100-year HWL to the shoulder of the adjacent roadway for all 5 basins as shown in **Table 3,** as attached**,** install outlets from the basins according to Option 1 and the sizes listed below.

- Upsize the driveway culvert outlets from basin 20080 to basin 20081 from a 12-inch CMP to a 24-inch RCP.
- Lower and upsize the driveway culvert outlet from basin 20081 to basin 20154 from an 8-inch CMP to a 42-inch RCP with an upstream invert at 994-feet.
- Upsize the culvert under Acorn Trail from basin 20154 to basin 20220 from a 36-inch CMP to a 42-inch RCP.

Table 3. *Option 2 Basin 100-year High Water Levels*

Basin	Option 2 Recommended Condition 100-year HWL (ft)	Allowable HWL (Provides 1-foot of Freeboard to Roadway) (ft)
20220	996.0	997.0
20219	996.1	997.5
20221	998.6	999.0
20082	1006.6	1007.0
20080	1006.8	1007.0
20081	997.3	997.5
20154	997.2	1001.0

Preliminary Cost Estimate

Option 1 is anticipated to cost $341,000, including contingencies and indirect costs. Option 2 is estimated to cost $571,000, including contingencies and indirect costs. Detailed cost estimates are included below.

Preliminary Opinion of Probable Cost				
Option 1: Twin Lakes Outlet Modifications				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 11,000	$ 11,000
Access Road	LF	550	$ 6	$ 3,300
Clearing and Grubbing	AC	0.1	$ 7,500	$ 750
Removal and Disposal of Tile Line	LF	350	$ 5	$ 1,750
24" RCP Storm Sewer	LF	540	$ 110	$ 59,400
Outlet Control Structure 1	EACH	1	$ 8,000	$ 8,000
Outlet Control Structure 2	EACH	1	$ 12,000	$ 12,000
Demolition of Roadway	SY	200	$ 20	$ 4,000
Rural Roadway Reconstruction	LF	150	$ 150	$ 22,500

Streambank Stabilization	LS	1	$ 100,000	$ 100,000
Site Restoration	LS	1	$ 9,000	$ 9,000
Erosion Control	LS	1	$ 5,000	$ 5,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 236,700**
20% CONTINGENCIES				**$ 47,340**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 284,040**
20% ENGR., FISCAL & ADMIN				**$ 56,808**
TOTAL ESTIMATED PROJECT COSTS				**$ 340,848**

Preliminary Opinion of Probable Cost				
Option 2: Twin Lakes Outlet Modifications				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 19,000	$ 19,000
Access Road	LF	550	$ 6	$ 3,300
Clearing and Grubbing	AC	0.3	$ 7,500	$ 2,250
Removal and Disposal of Tile Line	LF	350	$ 5	$ 1,750
Removal and Disposal of Culverts	LF	120	$ 10	$ 1,200
24" RCP Storm Sewer	LF	590	$ 110	$ 64,900
42" RCP Culvert	LF	135	$ 175	$ 23,625
Outlet Control Structure 1	EACH	1	$ 8,000	$ 8,000
Outlet Control Structure 2	EACH	1	$ 12,000	$ 12,000
Demolition of Roadway	SY	600	$ 20	$ 12,000
Rural Roadway Reconstruction	LF	150	$ 150	$ 22,500
Driveway Reconstruction	LF	640	$ 90	$ 57,600
Roadway Reconstruction	LF	130	$ 350	$ 45,500
Streambank Stabilization	LS	1	$ 100,000	$ 100,000
Site Restoration	LS	1	$ 16,000	$ 16,000
Erosion Control	LS	1	$ 7,000	$ 7,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 396,625**
20% CONTINGENCIES				**$ 79,325**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 475,950**
20% ENGR., FISCAL & ADMIN				**$ 95,190**
TOTAL ESTIMATED PROJECT COSTS				**$ 571,140**

Existing Issues:
- Broken drain tile pipe from Basin 20219 to Basin 20220.
- Submerged outlet pipe from Basin 20220 to channel.
- Flooding concern in large storm event because emergency overflow from the area is at 999 feet.
- Insufficient freeboard from 100-year high water level to roadway shoulders.

Recommendation:
- Survey is recommended along Acorn Trail within watershed boundary to verify shoulder elevations, culvert sizes, and culvert invert elevations.
- Option 1:
  > Install an outlet control structure and a new pipe from Basin 20219 to Basin 20220, lowering the NWL of Basin 20219.
  > Raise the emergency overflow elevation from Basin 20219 to 997.6 feet.
  > Install a secondary outlet control structure and new pipe from Basin 20220 to the outlet channel.
  > Stabilize the streambanks downstream of the outlet from Basin 20220 to mitigate increased rates.
- Option 2:
  > In addition to the improvements outlined in Option 1, upsize and lower the driveway culverts from Basins 20080 and 20081 as well as the centerline culvert from Basin 20154 to provide adequate freeboard to Acorn Trail.

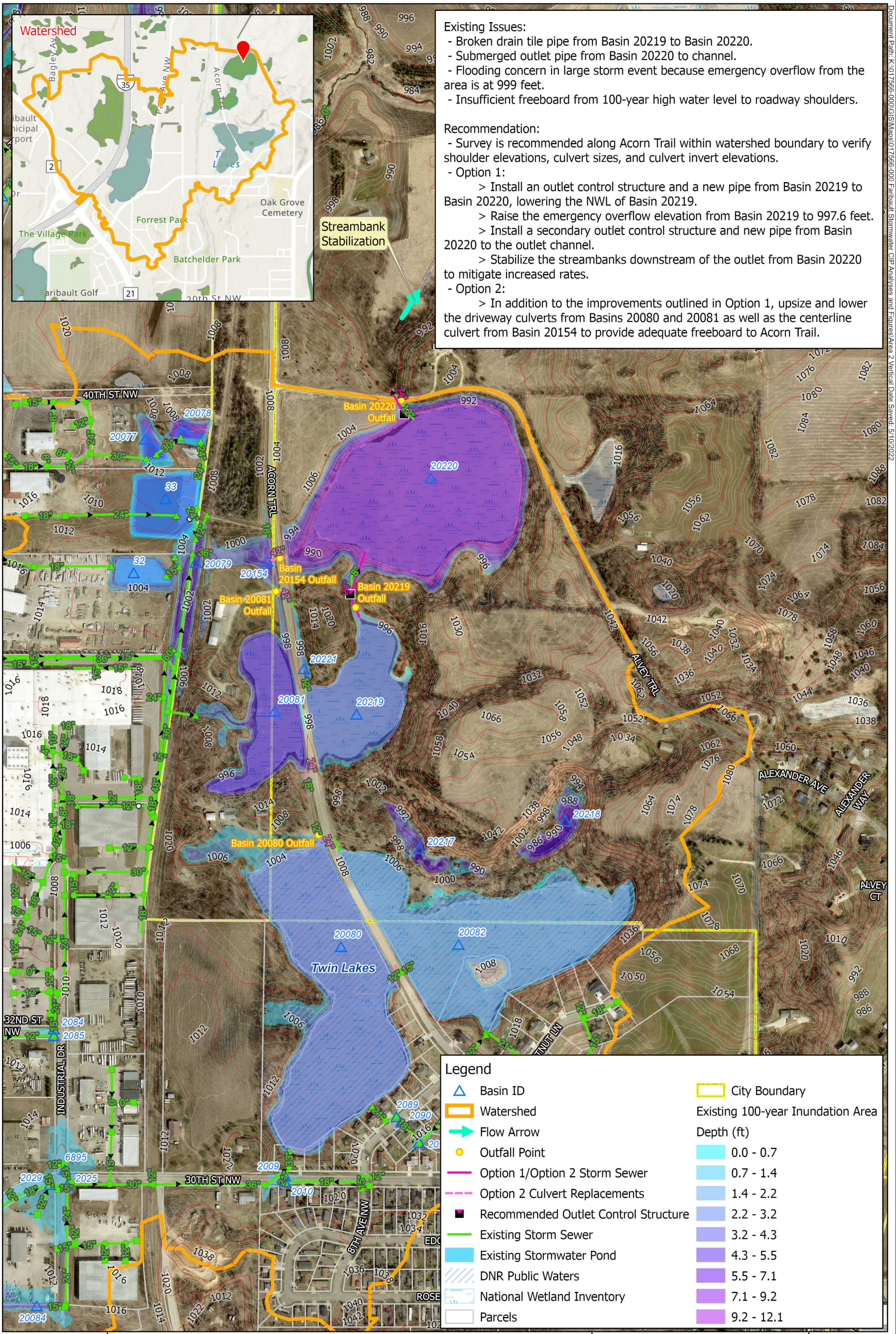

Figure 2 - Area 2, Twin Lakes
CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

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0 400 Feet
1 inch = 450 feet

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Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 3 – 18th Ave Outfall
WSB Project No. 017566-000

Background

The existing 18th Avenue and Paulis Drive storm sewer discharges directly to a wetland area between 18th Avenue and Lyndale Avenue (State Highway 21). The City of Faribault has reported that erosion is present at the outfall. In addition, localized flooding is present on Paulis Drive and 18th Avenue. As future development is anticipated in the area, the City desires a regional pond to provide stormwater management for the post development impervious area. **Figure 3,** as attached, outlines the existing conditions and a future improvement schematic.

Risk Assessment

The 18th Avenue and Paulis Drive storm sewer outfall discharges into a ravine approximately 15 vertical feet above the downstream wetland. The point source flow passes over a slope which has resulted in erosion, carrying sediment downstream.

XPSWMM modeling shows localized flooding at 18th Avenue and Paulis Drive, potentially impacting several primary structures in the area. The flooding is a result of undersized storm sewer that is unable to convey the full 10-year event and insufficient inlet capacity to capture all runoff. In addition, per LiDAR elevations, basin 20000 and low point 3934 utilize emergency overflow paths in the 100-year event, adding additional water to the undersized storm sewer system.

The total watershed area to the low point downstream of the 18th Avenue and Paulis Drive storm sewer outfall is 283.8 acres. 70.2 acres of the total watershed area has inadequate stormwater treatment and contributes 18 acres of existing untreated impervious area to Cannon River, which is listed as impaired for aquatic life and aquatic recreation. Future commercial and residential development is planned in the area, which will increase the total impervious area within the watershed.

For development and redevelopment, the National Pollutant Discharge Elimination System (NPDES) permit requires permanent stormwater management. Although the development in the watershed occurred prior to the current NPDES requirements, the water quality volume to treat the post development area is shown in **Table 1,** as attached. Proposed runoff rates may not exceed the existing runoff rates tabulated in **Table 2,** as attached.

Table 1. *Water Quality Volume*

Post Development Impervious Area (ac)	Required Treatment Volume[1] (ac-feet)
30	2.5

[1]1 inch of runoff from post development impervious area

Table 2. *Rate Control*

Storm Event	Runoff Rate (cfs)
2-year	29.1
10-year	68.0
100-year	278.1

The post development impervious area within the drainage area to be treated is estimated to be 30 acres (assuming 68 percent impervious for commercial and residential mixed use future development area).

Proposed Risk Reduction Option

Regional Basin

Construct a regional Nationwide Urban Runoff Program (NURP) basin with an infiltration bench to treat the drainage area that currently discharges untreated to the Cannon River.

The future regional basin should be sized to contain the 100-year storm event from the entire contributing watershed (283.8 acres) to provide flood control.

A NURP basin with an infiltration bench is recommended to provide adequate pretreatment, treatment of the water quality volume, storage, and drawdown requirements. Site the basin adjacent to the existing wetland. The exact location shall be determined during site design considering the developable area and depth to groundwater.

The existing building to the north of the recommended basin location has a low opening and low floor elevation of approximately 990-feet (LiDAR). The low floor elevation will be a minimum of 1 foot above the normal water level of the adjacent basins and the low opening will be a minimum of 2-feet above the high-water level for the 100-year event. The low opening must also be 1 foot above the emergency overflow elevation. Basin preliminary design components are listed in **Table 3,** as attached.

Table 3. *Regional Basin Preliminary Design Outline*

Design Component	Quantity	Unit
Drainage Area	283.8	acres
Normal Water Level	978	feet
Maximum HWL	988	feet
Approximate Proposed HWL	987.6	feet
Maximum EOF Elevation	989	feet
Proposed EOF Elevation	989	feet
Infiltration Surface Area at NWL	0.8	acres
Water Quality Depth	0.9	feet
Water Quality Volume	2.5	acre-feet
NURP Pond Surface Area at NWL	2.1	acres
NURP Pond Average Depth	4	feet
Outlet Control Structure Orifice	36	inch
Outlet Control Structure Orifice Elevation	978.9	feet

The peak flow rates out of the regional basin will allow the area to meet rate control requirements as shown in **Table 4,** as attached.

Table 4. *Proposed Rate Control*

Storm Event	Existing Runoff Rate (cfs)	Proposed Runoff Rate (cfs)
2-year	29.1	7.8
10-year	68.0	25.0
100-year	278.1	91.7

Via infiltration, the basin will treat stormwater and reduce pollutant loading downstream, helping the City to work towards meeting waste load allocation (WLA) goals for the Cannon River. The basin will reduce total phosphorus (TP) by 52.4 pounds per year and total suspended solids (TSS) by 7.4 tons per year. The pollutant load reduction based on the construction of the project in relation to the WLA is shown in **Table 5,** as attached.

Table 5. *Waste Load Allocation*

TMDL Study Name and Water	Initial Loading Estimate[1]	Proposed Loading Reduction Estimate with CIP 3	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	52.4 lb/yr	3974.6 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	7.4 ton/yr	473.6 ton/yr	294 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	7.4 ton/yr	473.6 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	7.4 ton/yr	473.6 ton/yr	220.7 ton/yr

[1]As of summer 2021

Erosion Mitigation

To mitigate the erosion concern, it is recommended to pipe the storm sewer outfall from 18th Avenue to the proposed regional basin. Fix any existing erosion with fill and stabilize with vegetation.

Storm Sewer and Street Flooding at Low Points

Upsize the trunkline storm sewer from the intersection of Paulis Drive and 19th Avenue through to the outfall to the regional basin as outlined below.

- 36-inch pipes with 0.5 percent slopes along Paulis Drive and 1 percent slopes along 18th Avenue to the outfall are needed to convey the stormwater in the 10-year event.
- The storm sewer will need to be lowered to the outfall to provide adequate cover.
- To mitigate inlet capacity issues and meet MnDOT State Aid spread requirements for an assumed ADT of 1,500 and a design speed less than 40 mph, add:

- Three additional catch basins upstream of the low point on the south/west side of Paulis Drive.
- One additional catch basin at the low point on the south/west side of Paulis Drive for a total of two catch basins at the low point.
- Three additional catch basins upstream of the low point on the north/east side of Paulis Drive.
- One additional catch basin at the low point on the north/east side of Paulis Drive for a total of two catch basins at the low point.
- One catch basin south of the low point on the west side of 18th Avenue.
- Two additional catch basins at the low point on the west side of 18th Avenue for a total of three catch basins at the low point.

Upsizing the storm sewer will allow for adequate conveyance for the 10-year, 24-hour storm event within the pipes, reducing the frequency of street flooding. XPSWMM modeling of the 100-year event shows that the storm sewer upsizing will reduce high water levels at low points on Paulis Drive and 18th Avenue according to **Table 6**, as attached. When reconstructing storm sewer in Paulis Drive and 18th Avenue, ensure that the overland flow routes out of the low points have 2-feet of freeboard to the nearby structures to reduce flood potential in large storm events.

Table 6. *18th Avenue and Paulis Drive 100-year HWLs*

XPSWMM Node	Existing HWL (ft)	Proposed HWL (ft)	Reduction (ft)
2631	1004.9	1004.6	-0.3
2639	1006.9	1006.8	-0.1

Based on the City's needs and street improvement project timelines, the project may be phased by constructing the basin and extending the outlet first to provide flood control and erosion mitigation. The upsizing of the Paulis Drive and 19th Avenue storm sewer may be completed as a second phase at the time of a future street reconstruction project.

Preliminary Cost Estimate

The proposed improvements are anticipated to cost $1.782 million, outlined in the cost estimate below.

Preliminary Opinion of Probable Cost				
Regional Basin and Storm Sewer Improvements				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 59,000	$ 59,000
REGIONAL BASIN				
Clearing and Grubbing	AC	3	$ 7,500	$ 22,500
Excavation/Grading	CY	50660	$ 8	$ 405,280
Outlet Control Structure	Each	1	$ 8,000	$ 8,000
PAULIS DRIVE AND 18TH AVENUE STORM SEWER				
Catch Basin	Each	15	$ 2,000	$ 30,000
Manhole	Each	7	$ 3,000	$ 21,000

15" RCP Storm Sewer	LF	120	$	50	$	6,000
36" RCP Storm Sewer	LF	1750	$	125	$	218,750
Demolition of Roadway	SY	5500	$	10	$	55,000
Roadway Reconstruction	LF	1000	$	380	$	380,000
TOTAL PROJECT						
Erosion Stabilization	LS	1	$	8,000	$	8,000
Erosion Control	LS	1	$	9,000	$	9,000
Site Restoration	LS	1	$	15,000	$	15,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS					**$**	**1,237,530**
20% CONTINGENCIES					**$**	**247,506**
TOTAL ESTIMATED CONSTRUCTION COSTS					**$**	**1,485,036**
20% ENGR., FISCAL & ADMIN					**$**	**297,007**
TOTAL ESTIMATED PROJECT COSTS					**$**	**1,782,043**

Existing Issues:
- Erosion at storm sewer outfall from 18th Avenue.
- Localized flooding at Paulis Drive and 18th Avenue.
- 18 acres of existing impervious without stormwater management prior to discharging to the Cannon River.

Recommendation:
- Upsize to 36-inch RCP storm sewer from 19th Avenue through to the outfall into the recommended regional BMP.
- Increase inlet capacity on Paulis Drive and 18th Avenue by adding catch basins at and upstream of the low points.
- Size a regional basin to provide water quality treatment to the direct upstream drainage area including future development and 100-year flood control for all contributing drainage.
- Pipe the 18th Avenue and Paulis Drive storm sewer outfall to the regional basin to mitigate erosion.

Watershed Area = 283.8 acres

Drainage Area = 70.2 acres

NURP Basin

Infiltration Bench

Existing Erosion

Cannon River

Legend
- Basin ID
- Flow Arrow
- Watershed Treated for 100-year Flood Control
- Drainage Area Treated for Water Quality
- Recommended BMP
- Recommended Storm Sewer

Recommended Storm Sewer Structure
- Manhole
- Outlet Control Structure
- Catch Basin

Future Land Use
- Commercial/Residential Mixed Use
- Established Residential Neighborhood
- Developable Area
- Existing Storm Sewer
- Existing Stormwater Pond
- Primary Structure with Flooding Potential

Existing 100-year Inundation Area

Depth (ft)
- 0.0 - 0.7
- 0.7 - 1.4
- 1.4 - 2.2
- 2.2 - 3.2
- 3.2 - 4.3
- 4.3 - 5.5
- 5.5 - 7.1
- 7.1 - 9.2
- DNR Public Water
- DNR Public Watercourse
- National Wetland Inventory
- Parcels
- City Boundary

N

0 520 Feet

1 inch = 520 feet

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Figure 3 - Area 3, 18th Avenue Outfall

CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 4 – Park Avenue
WSB Project No. 017566-000

Background

There is known localized flooding on 5th Street, 6th Street, and 7th Street. Segments of storm sewer have been upsized in this area in conjunction with past street improvement projects to reduce flooding issues. **Figure 4,** as attached**,** illustrates the existing conditions and recommended improvements.

Risk Assessment

The XPSWMM model and storm sewer calculations show that the storm sewer trunkline from 5th Street to the outfall at Crocker's Creek is undersized to adequately convey the 10-year event. The area is very flat and much of the trunkline storm sewer is installed with minimal slope. As such, localized flooding is present on 5th Street, 6th Street, and 7th Street.

The Cannon River 10-year FEMA flood elevation, used to set the downstream boundary condition for the 100-year storm event, will fill the storm sewer pipes on 7th Street and Park Avenue. The ability for the storm sewer pipes to convey the water out of the area in the 100-year event will be compromised by the Cannon River floodwaters.

The 39 acre drainage area contributes 22 acres of impervious to Crocker's Creek and the downstream Cannon River without stormwater management. The Cannon River is listed as impaired for aquatic life and aquatic recreation. A TMDL has been approved for E. coli. The waterbody was delisted in 2014 for turbidity.

Existing runoff rates from the area are summarized in **Table 1,** as attached.

Table 1. *Existing Runoff Rates*

Storm Event	Rate (cfs)
2-year	9.3
10-year	20.5
100-year	49.1

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Proposed Risk Reduction Option

To adequately convey the 10-year event stormwater, it is recommended to upsize the trunkline storm sewer from 5th Street through to the Crocker's Creek outfall to 30-inch ARCH pipes and 30-inch RCPs. It is necessary to lower the trunkline storm sewer up to 1-foot up to the structure upstream of the outfall, removing the existing drop at that structure, to provide adequate cover for the upsized pipes while maintaining the existing outfall invert. Maintain the existing pipe lengths and slopes. In total, 870 feet of 30-inch ARCH pipes and 1,000 feet of 30-inch RCP will be needed.

Hydraulic analysis shows that there are inlet capacity issues along 5th and 6th Street. To meet MnDOT State Aid allowable spread requirements for an assumed ADT of 1,500 and a design speed less than 40 mph, add a third catch basin on either side of 5th Street at the low point or extend storm sewer to the west to add inlets upstream of the low point. Add two additional catch basins on the south side of 6th Street at the low point (3 total). Although 5th and 6th Streets are not State Aid routes, providing adequate inlet capacity will decrease flooding issues in the area in smaller storm events.

In addition to upsizing the storm sewer, provide stormwater management for 3.4 acres of impervious area (4.0 total acres) by upsizing the Faribault Chamber of Commerce BMP to a larger filtration basin with an outlet control structure. The basin is in the FEMA floodplain and will require further riverine analysis. The basin is also located within a high vulnerability drinking water supply management area (DWSMA), precluding the use of infiltration. If a different ponding location is desired, there is potential for a basin to be installed in the southwest corner of 7th Street and Wilson Avenue, but the location would require land acquisition and removal of mature trees.

Add catch basins and storm sewer along Wilson Avenue to route stormwater to the expanded basin. Connect the expanded basin outlet pipe to the storm sewer on 7th Avenue.

The existing building adjacent to the basin has a finished floor elevation and low opening of approximately 978.5 (LiDAR). The low floor will be a minimum of 1-foot above the normal water level of the adjacent basin and the low opening elevation will be a minimum of 2-feet above the high-water level of the 100-year event.

Preliminary basin details are outlined in **Table 2,** as attached.

Table 2. *Basin Preliminary Design Outline*

Design Component	Quantity	Unit
Drainage Area	4.0	acres
Normal Water Level	970	feet
Maximum HWL	976.5	feet
Approximate Proposed HWL[1]	976.2	feet
EOF Elevation	976	feet
Filter Media Surface Area	0.04	acres
Water Quality Depth	2	feet
Water Quality Volume	0.1	acre-feet
Outlet Pipe	18	inches

[1]Determined from XPSWMM. Influenced by Crocker's Creek 100-year HWL.

By expanding the existing basin for stormwater management, 0.1 acre-feet of water quality volume will be provided, 35 percent of what is needed for the 4-acre drainage area. Although rates will increase from existing to proposed conditions in the 10- and 100-year events as shown in **Table 3**, as attached, the addition of stormwater management to treat a portion of the runoff will benefit the downstream impaired waterbody.

Table 3. *Existing and Recommended Condition Runoff Rates*

Storm Event	Existing (cfs)	Recommended Condition (cfs)
2-year	9.3	9.3
10-year	20.5	24.2
100-year[1]	49.1	57.0

[1]100-year runoff rates impacted by Cannon River Backwater

The project will treat stormwater and reduce pollutant loading downstream, helping the City to work towards meeting waste load allocation (WLA) goals for the Cannon River. The expanded basin will reduce total phosphorus (TP) by 2.3 pounds per year and total suspended solids (TSS) by 0.6 tons per year. The pollutant load reduction based on the construction of the project in relation to the WLA is shown in **Table 4**, as attached.

Table 4. *Waste Load Allocation*

TMDL Study Name and Water	Initial Loading Estimate[1]	Proposed Loading Reduction Estimate with CIP 4	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	2.3 lb/yr	4024.7 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	0.6 ton/yr	480.4 ton/yr	294 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	0.6 ton/yr	480.4 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	0.6 ton/yr	480.4 ton/yr	220.7 ton/yr

[1]As of summer 2021

Additional Considerations

The feasibility of sending stormwater to the west along 7th Street was investigated. The existing storm sewer invert elevations do not facilitate positive drainage from east to west, as labeled on **Figure 4,** as attached.

Because the storm sewer will be inundated with backwater from the Cannon River in the 100-year event, modifications to the storm sewer reduce 100-year flooding concerns in the area by only 0.2 feet. As such, when reconstructing the streets to upsize the storm sewer, ensure all overland flow paths out of the low points have 2-feet of freeboard to adjacent primary structures which may require adjustment of the roadway profiles.

The project may be phased to coincide with the City's goals and needs. The filtration basin may be constructed in 2024 to provide improved water quality management. The storm sewer may be upsized to provide additional capacity in 2031 at the time of a future street reconstruction project.

Preliminary Cost Estimate

Improvements are anticipated to cost $1.24 million. See the detailed cost estimate below.

Preliminary Opinion of Probable Cost				
Upsize the Trunkline Storm Sewer and Expand Existing Basin				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 40,980	$ 40,980
Clearing and Grubbing	AC	0.2	$ 7,500	$ 1,500
Excavation/Grading	CY	1340	$ 10	$ 13,400
Underdrain with pea gravel and geotextile	LF	200	$ 35	$ 7,000
Engineered Filter Media	CY	85	$ 150	$ 12,702
Outlet Control Structure	Each	1	$ 5,000	$ 5,000
30" RCP ARCH Storm Sewer	LF	870	$ 150	$ 130,500
30" RCP Storm Sewer	LF	1000	$ 120	$ 120,000
15" RCP Storm Sewer	LF	50	$ 80	$ 4,000
18" RCP Storm Sewer	LF	360	$ 90	$ 32,400
Catch Basin	Each	8	$ 2,000	$ 16,000
Manhole	Each	9	$ 3,000	$ 27,000
Demolition of Roadway	SY	4810	$ 10	$ 48,100
Roadway Reconstruction[1]	LF	1920	$ 200	$ 384,000
Erosion Control	LS	1	$ 8,000	$ 8,000
Site Restoration	LS	1	$ 10,000	$ 10,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 860,582**
20% CONTINGENCIES				**$ 172,116**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 1,032,699**
20% ENGR., FISCAL & ADMIN				**$ 206,540**
TOTAL ESTIMATED PROJECT COSTS				**$ 1,239,239**

[1]Cost variable depending on extent of reconstruction.

Existing Issues:
- Known localized flooding at the low points on 5th Street, 6th Street, and 7th Street.
- Storm sewer capacity issues.
- Cannon River 10-year FEMA flood elevation (XPSWMM backwater elevation) will fill the pipes on 7th Street and Park Avenue during the 100-year event.

Recommendation:
- Confirm and establish appropriate emergency overflows to allow for street flooding as well as protection of homes and businesses.
- Upsize the trunkline storm sewer to 30" RCP ARCH or 30" RCP, lowering the trunkline storm sewer up to the outfall by 1-foot throughout, and maintaining existing pipe slopes to properly convey the 10-year storm. Add catch basin capacity.
- Expand/enhance the Faribault Chamber of Commerce BMP to a filtration basin to treat a portion of the upstream impervious area and offset runoff rates.

FEMA flood elevation backwater = 969.5

Invert: 970.9

Invert: 968.5

Cannon River

White Sands Park

Lincoln Park

Faribault Chamber of Commerce

7th St NW

6th St NW

5th St NW

Grant St

Wilson Ave

Park Ave NW

Sakatah Singing Hills Trl

Crocker's Creek

Legend

- Drainage Area
- BMP Enhancement and Expansion
- Recommended Storm Sewer Replacement
  - 36"
  - 36" ARCH
- Option 2 Recommended Storm Sewer
- Option 2 Recommended Storm Structure
  - Catch Basin
  - Manhole
  - Outlet Control Structure
- Establish Emergency Overflow Path
- Existing Storm Sewer
- Existing Stormwater Pond
- Primary Structure with Flooding Potential
- Existing 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Public Watercourse
- National Wetland Inventory
- 100-year FEMA Floodplain
- Parcels
- City Boundary

City Of Faribault

Figure 4 - Area 4, Park Avenue

CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

N

0 250 Feet

1 inch = 250 feet

wsb

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: April 22, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 5 – Homes in FEMA Floodplain
WSB Project No. 017566-000

Background

Residential properties reside in the FEMA floodplain adjacent to the Cannon River Reservoir. See the attached FIRM for the specific location and **Figure 5,** as attached, for existing conditions and a proposed solution schematic.

Risk Assessment

Issues associated with homes within the floodplain include high flood insurance costs, increased potential for structural damage from floodwaters, and reduced home resale value. The 25 properties, 15 primary structures, 8 secondary structures, and 1,000 linear feet of City roadway (13th St NW and 14th St NW) and associated infrastructure within the floodplain have an estimated value of $3.32 million.

Proposed Risk Reduction Options

Option 1: Floodproof Homes

The homes within the floodplain may be equipped with flood mitigation measures such as flood openings, elevating the lowest building floor above the base flood elevation, elevating utilities, and utilizing flood damage resistant materials. To floodproof all the primary structures within the floodplain, it is estimated to cost between $2 million and $3 million. The estimated cost of floodproofing approaches the total value of the infrastructure.

Option 2: Construct Levee

There is approximately $400,000 to $500,000 of City infrastructure (roadways, utilities, lighting, vegetation, etc.) in addition to the residential properties within the floodplain. To protect the private properties and public infrastructure, a barrier method such as a levee could be installed. A levee is a long-term solution to reduce flood risk in the area. Because the work would be undertaken within a mapped floodplain, a hydraulic analysis would need to be completed to evaluate impacts to the river system. To maintain base flood levels within accepted limits, cut/fill balance may be required within the Cannon River Reservoir to manage flood storage on the river side of the levee. Approvals would be required from federal, state, and local agencies. A 1,330-foot levee would be needed to span the area and meet freeboard requirements, totaling approximately $3.8 million, including the engineering cost, but not land acquisition. A levee will also have an annual cost of maintenance, estimated to be around $15,000 per year (Aerts 2018).

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The cost of a levee is estimated to exceed the cost of the infrastructure protected, although the costs are fairly close.

Option 3: Purchase the Residential Properties and Stabilize Site

The City may choose to purchase the properties and create a public space or other use. It is estimated to cost $5.9 million to purchase all properties within the floodplain, demolish the structures, and restore the site. The total cost exceeds the infrastructure value, but Option 3 reduces the majority of flood damage potential to infrastructure in the area.

Preliminary Cost Estimate

Detailed cost estimates for each option are included below.

Preliminary Opinion of Probable Cost				
Option 1: Floodproof Homes				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Floodproof Home[1]	SF	37500	$ 60	$ 2,250,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 2,250,000**
20% CONTINGENCIES				**$ 450,000**
TOTAL ESTIMATED PROJECT COSTS				**$ 2,700,000**

[1]Assumed typical home size of 2,500 square feet.

Preliminary Opinion of Probable Cost				
Option 2: Construct Levee				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 126,284	$ 126,284
Levee	LF	1330	$ 1,000	$ 1,330,000
Dredging for Flood Storage	CY	3448	$ 6	$ 20,689
Storm Sewer	LF	500	$ 100	$ 50,000
Lift Station	LS	1	$ 1,000,000	$ 1,000,000
Control Gates	LS	1	$ 50,000	$ 50,000
Erosion Control	LS	1	$ 25,000	$ 25,000
Site Restoration	LS	1	$ 50,000	$ 50,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 2,651,973**
20% CONTINGENCIES				**$ 530,395**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 3,182,368**
20% ENGR., FISCAL & ADMIN				**$ 636,474**
TOTAL ESTIMATED PROJECT COSTS[1]				**$ 3,818,842**

[1]Cost does not include land acquisition.

Preliminary Opinion of Probable Cost				
Option 3: Purchase Residential Properties and Stabilize Site				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 194,000	$ 194,000
Purchase Residential Properties[1]	LS	1	$ 3,155,900	$ 3,155,900
Demolition	Each	15	$ 25,000	$ 375,000
Grading	LS	1	$ 100,000	$ 100,000
Site Restoration	LS	1	$ 250,000	$ 250,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 4,074,900**
20% CONTINGENCIES				**$ 814,980**
TOTAL ESTIMATED PROJECT COSTS				**$ 4,889,880**
20% ENGR., FISCAL & ADMIN				**$ 977,976**
TOTAL ESTIMATED PROJECT COSTS				**$ 5,867,856**

[1]Value obtained from the Rice County tax index database plus 10 percent.

Existing Issues:
- Residential area within FEMA floodplain.

Recommendation:
- Option 1:
  > Floodproof the homes in the floodplain.
- Option 2:
  > Construct a levee.
- Option 3:
  > Purchase homes in the floodplain and restore area.

Cannon River Reservoir

ALEXANDER DR

14TH ST NW

2ND AVE NW

3RD AVE NW

13TH ST NW

4TH AVE NW

Elevation = 972.5,
2.5-feet of freeboard above floodwaters.

Legend
- Impacted Primary Structure
- Potential Levee Location
- Parcels
- National Wetland Inventory
- DNR Public Waters
- Existing Storm Sewer
- City Boundary

100 Year Floodplain

Flood Zone
- AE
- Base Flood Elevation

N

0 120 Feet

1 inch = 120 feet

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Stormwater CIP Analyses and Figures\Area 5 Date Saved: 3/30/2022

Figure 5 - Area 5, Residential Area in Cannon River Reservoir Floodplain

CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 15. The **horizontal datum** was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713- 3242**, or visit its website at http://www.ngs.noaa.gov.

Base Map information shown on this FIRM was provided for Rice County by Pictometry International, dated 2009 and captured at a resolution of one foot for Rice County and at six inches for the cities of Northfield, Faribault, and Lonsdale.

The **profile baselines** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the **profile baseline**, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the **Map Service Center (MSC)** website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map,** how to order products, or the National Flood Insurance Program in general, please call the **FEMA Map Information eXchange (FMIX)** at **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/business/nfip.

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are uncetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% Annual Chance Floodplain Boundary

0.2% Annual Chance Floodplain Boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.

513 — Base Flood Elevation line and value; elevation in feet*

(EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A Cross section line

23 — 23 Transect line

45° 02' 08", 93° 02' 12" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere

4980000 N 1000-meter Universal Transverse Mercator grid values, zone 15

DX5510 × M1.5 Bench mark (see explanation in Notes to Users section of this FIRM panel)

River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
April 3, 2012

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0267D

FIRM

FLOOD INSURANCE RATE MAP

RICE COUNTY, MINNESOTA AND INCORPORATED AREAS

PANEL 267 OF 450
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FARIBAULT, CITY OF	270404	0267	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
27131C0267D
EFFECTIVE DATE
APRIL 3, 2012

Federal Emergency Management Agency

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 6 – Division Street
WSB Project No. 017566-000

Background

XPSWMM modeling shows the potential for flooding and structure impacts near the intersections of 3rd Street SW and 9th Avenue, 2nd Street SW and 8th Avenue, Division Street and 8th Avenue, 1st Street NW and 8th Avenue, 2nd Street NW and 7th Avenue, and in backyards adjacent to 7th Avenue. To the City's knowledge, the area has not experienced drastic flooding in the past. **Figure 6,** as attached, outlines the existing flooding extents determined from XPSWMM, potentially impacted structures, and a future improvement schematic.

Risk Assessment

An XPSWMM analysis of the existing system shows that the storm sewer along 3rd Street SW is undersized to adequately convey the 10-year event, sending 37.4 cfs in the 10-year event and 181.8 cfs in the 100-year event overland to the storm sewer on 7th Avenue. That water enters the Division Street system from the south and contributes to localized flooding. Because LiDAR was used to establish the overflow routes used in the XPSWMM model, +/- 0.5-feet of error can be expected. Rational calculations show that the Division Street storm sewer is adequately sized for the 10-year event for runoff within the direct watershed.

277.4 acres with approximately 129.9 impervious acres discharges to Crocker's Creek and the downstream Cannon River via the storm sewer on Division Street without stormwater management. The Cannon River is listed as impaired for aquatic life and aquatic recreation. A TMDL has been approved for E. coli. The waterbody was delisted in 2014 for turbidity.

Proposed Risk Reduction Option

Option 1: Upsize Storm Sewer

To mitigate the flooding issues on Division Street, upsize the storm sewer along 3rd Street SW through to the outfall on Division Street to Crocker's Creek and provide additional inlet capacity.

Upsize the pipe along 3rd Street SW, under the railroad, and along Prairie Avenue from 8th Avenue to Division Street to a 48-inch RCP. Upsize the pipe along Division Street from Prairie Avenue to the outfall to a 60-inch RCP. By upsizing the trunkline storm sewer, the system will have adequate capacity to convey the 10-year storm event and the 100-year high water levels at

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the low points will decrease according to **Table 1,** as attached. Note that increasing the storm sewer capacity under the railroad will require coordination with the railroad company.

Table 1. *100-year HWL*

Location	Low Point ID	Existing 100-year HWL (ft)	Proposed 100-year HWL (ft)	HWL Reduction (ft)
Division Street and 8th Avenue	3729	1003.2	1003.1	-0.1
1st Street NW and 8th Avenue	4078	1002.9	1002.8	-0.1
Backyards Adjacent to 7th Avenue	20012	1006.7	1006.4	-0.3
2nd Street SW and 8th Avenue	3869	1010.9	1010.3	-0.6
3rd Street SW and 9th Avenue	3873	1013.8	1013.4	-0.4
2nd Street NW and 7th Avenue	4063	1002.5	1002.2	-0.3

Increase the inlet capacity on 3rd Street SW to allow the capture of the 10-year event at the low point. Initial calculations indicate that one additional catch basin is needed at the low point on the north side of 3rd Street SW for a total of 3 inlets. Add 7 additional inlets within the drainage area to the low point on the south side of 3rd Street SW. A preliminary layout is shown on **Figure 6,** as attached.

Option 1 will result in a rate increase in the 2-, 10-, and 100-year storm events to Crocker's Creek according to **Table 2,** as attached**,** and does not provide any stormwater treatment to the area. With the rate increase to the Creek, the high-water level of Crocker's Creek may be impacted.

Table 2. *Runoff Rates to Crocker's Creek*

Storm Event	Existing Runoff Rate (cfs)	Proposed Runoff Rate (cfs)
2-year	64.0	73.2
10-year	117.5	145.3
100-year	168.1	199.2

Option 2: Upsize Storm Sewer and Provide Storage

In addition to the storm sewer upsizing presented in Option 1, install a storage chamber to mitigate runoff rates and provide water quality treatment.

Because of the density of the residential area and the lack of City owned parcels within the watershed, no regional ponding locations could be identified. However, a potential underground chamber system located beneath the Faribault High School parking lot was modeled in XPSWMM to review the benefits (labeled as 1 on **Figure 6,** as attached). The storage chamber details are outlined in **Table 3,** as attached. Note that infiltration is limited due to the location of a high vulnerability drinking water supply management area (DWSMA).

Table 3. *Underground Chamber System at High School Preliminary Design Outline*

Design Component	Quantity	Unit
Drainage Area	112.7	acres
Normal Water Level	1001.8	feet
Approximate Proposed HWL	1011.3	feet
Filtration Surface Area	0.46	acres
Water Quality Depth	1.7	feet
Water Quality Volume	0.72	acre-feet
Outlet Pipe	48	inch

The installation of an underground chamber along with the Option 1 storm sewer will decrease the 100-year high water levels at the low points according to **Table 4,** as attached.

Table 4. *100-year HWL*

Location	Low Point ID	Existing 100-year HWL (ft)	Proposed 100-year HWL (ft)	HWL Reduction (ft)
Division Street and 8th Avenue	3729	1003.2	1003.0	-0.2
1st Street NW and 8th Avenue	4078	1002.9	1002.8	-0.1
Backyards Adjacent to 7th Avenue	20012	1006.7	1006.3	-0.4
2nd Street SW and 8th Avenue	3869	1010.9	1010.3	-0.6
3rd Street SW and 9th Avenue	3873	1013.8	1013.4	-0.4
2nd Street NW and 7th Avenue	4063	1002.5	1002.2	-0.3

There will be a rate increase to Crocker's Creek, but to less of an extent than Option 1, shown in **Table 5,** as attached.

Table 5. *Runoff Rates to Crocker's Creek*

Storm Event	Existing Runoff Rate (cfs)	Proposed Runoff Rate (cfs)
2-year	64.0	62.3
10-year	117.5	139.0
100-year	168.1	197.9

Option 2 will treat stormwater and reduce pollutant loading downstream, helping the City to work towards meeting waste load allocation (WLA) goals for the Cannon River. The filtration basin will reduce total phosphorus (TP) by 49.1 pounds per year and total suspended solids (TSS) by 10.3 tons per year. The pollutant load reduction based on the construction of the project in relation to the WLA is shown in **Table 6**, as attached.

Table 6. *Waste Load Allocation*

TMDL Study Name and Water	Initial Loading Estimate[1]	Proposed Loading Reduction Estimate with CIP 6	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	49.1 lb/yr	3977.9 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	10.3 ton/yr	470.7 ton/yr	294 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	10.3 ton/yr	470.7 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	10.3 ton/yr	470.7 ton/yr	220.7 ton/yr

[1]As of summer 2021

The construction of an underground chamber system under the parking lot of the high school is optimal for treatment of a large drainage area. Other locations may be feasible for the installation

of a smaller best management practice, as indicated on **Figure 6,** as attached, and summarized below.

- Install an underground pipe gallery within the easement along the 18-inch pipe between Carlton Avenue and 3rd Street SW (Number 2 on **Figure 6,** as attached).
- Obtain an easement over the backyard low point near 7th Avenue, between 1st Street SW and 2nd Street SW to install a filtration basin. By implementing a BMP in the existing low point, upstream street runoff would be captured and treated and the potential for backyard flooding would be reduced (Number 3 on **Figure 6,** as attached).
- Work with the private property owner to obtain an easement and install an underground filtration gallery off Prairie Avenue. Add a structure with a weir along the trunkline storm sewer to route low flows through the chamber system for treatment and allow large storm events to bypass (Number 4 on **Figure 6,** as attached).
- Work with the private property owner to obtain an easement and install an underground filtration gallery in the southwest corner of the intersection of Town Square Lane and Prairie Avenue. Like Number 4, install a diversion structure in the trunkline storm sewer to allow for the treatment of smaller storm events and bypass of larger storm events (Number 5 on **Figure 6,** as attached).

Survey overland flow routes from the low points to ensure 2-feet of freeboard to primary structures. If necessary, construct an overflow route at a sufficient elevation to provide freeboard by either lowering the roadway or grading rear yards.

The project may be phased to meet the City's needs including street reconstruction capital improvement plans. For example, the storm sewer may be replaced in 2026 with a street improvement project to address flooding issues and the filtration basin installed at a later date to provide stormwater management.

Preliminary Cost Estimate

Upsizing the storm sewer is anticipated to cost $2.55 million. Upsizing the storm sewer and adding an underground chamber within the watershed is anticipated to cost $3.19 million. Detailed cost estimates are included below.

Preliminary Opinion of Probable Cost				
Option 1: Upsize Storm Sewer				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 84,330	$ 84,330
48" RCP Storm Sewer	LF	2940	$ 180	$ 529,200
60" RCP Storm Sewer	LF	790	$ 215	$ 169,850
Catch Basin	Each	8	$ 2,000	$ 16,000
Manhole	Each	20	$ 5,000	$ 100,000
Demolition of Roadway	SY	17120	$ 10	$ 171,200
Roadway Reconstruction[1]	LF	3422	$ 200	$ 684,400
Erosion Control	LS	1	$ 7,000	$ 7,000
Site Restoration	LS	1	$ 9,000	$ 9,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 1,770,980**

20% CONTINGENCIES	**$**	**354,196**
TOTAL ESTIMATED CONSTRUCTION COSTS	**$**	**2,125,176**
20% ENGR., FISCAL & ADMIN	**$**	**425,035**
TOTAL ESTIMATED PROJECT COSTS	**$**	**2,550,211**

[1]Cost variable depending on the extent of reconstruction.

Preliminary Opinion of Probable Cost				
Option 2: Upsize Storm Sewer and Provide Storage				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 105,580	$ 105,580
Excavation/Grading	CY	9400	$ 10	$ 94,000
Underdrain with pea gravel and geotextile	LF	1000	$ 35	$ 35,000
Engineered Filter Media	CY	1111	$ 100	$ 111,111
Underground Chamber System	LS	1	$ 100,000	$ 100,000
Outlet Control Structure	Each	1	$ 5,000	$ 5,000
48" RCP Storm Sewer	LF	2940	$ 180	$ 529,200
60" RCP Storm Sewer	LF	790	$ 215	$ 169,850
Catch Basin	Each	8	$ 2,000	$ 16,000
Manhole	Each	20	$ 5,000	$ 100,000
Demolition of Parking Lot	SY	2222	$ 8	$ 17,778
Parking Lot Reconstruction	SF	20000	$ 3	$ 60,000
Demolition of Roadway	SY	17120	$ 10	$ 171,200
Roadway Reconstruction[1]	LF	3422	$ 200	$ 684,400
Erosion Control	LS	1	$ 8,000	$ 8,000
Site Restoration	LS	1	$ 10,000	$ 10,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 2,217,119**
20% CONTINGENCIES				**$ 443,424**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 2,660,543**
20% ENGR., FISCAL & ADMIN				**$ 532,109**
TOTAL ESTIMATED PROJECT COSTS				**$ 3,192,651**

[1]Cost variable depending on the extent of reconstruction.

Existing Issues:
- XPSWMM Model shows flooding potential on Division Street and adjacent streets.
- Storm sewer along 3rd Street SW is undersized for the 10-year event.
- Watershed discharges to creek without treatment.
- No City owned parcels on which to provide a regional BMP.

Recommendation:
- Option 1: Upsize the storm sewer along 3rd Street through to the outfall at Crocker's Creek to provide adequate capacity to convey the 10-year event.
- Option 2: In addition to Option 1, locate stormwater treatment infrastructure within the watershed.
- Survey the overland flow elevations from the Division Street low point to ensure 2-feet of freeboard to primary structures.

Legend

- Basin/Low Point ID
- Total Division Street Watershed to Crocker's Creek
- Option 2 Underground Storage Drainage Area
- Overland Flow Arrow

Potential BMP Location

- Filtration Basin
- Underground Treatment Chamber
- Option 1 Recommended Storm Sewer
- Option 2 Potential Storm Sewer
- Option 1 Recommended Manhole
- Option 1 Recommended Catch Basin
- Existing Storm Sewer
- Primary Structure with Flooding Potential

Existing 100-year Inundation Area

Depth (ft)

- 0.0 - 0.7
- 0.7 - 1.4
- 1.4 - 2.2
- 2.2 - 3.2
- 3.2 - 4.3
- 4.3 - 5.5
- 5.5 - 7.1
- 7.1 - 9.2
- 9.2 - 12.1
- 12.1 - 15.9
- Public Watercourse
- National Wetland Inventory
- Parcels
- City Boundary

Figure 6 - Area 6, Division Street

CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

N

0 450 Feet

1 inch = 450 feet

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Stormwater CIP Analyses and Figures\Area 6 Date Saved: 5/27/2022

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 7 – Former Lockerby Property
WSB Project No. 017566-000

Background

The former Lockerby property is slated for future residential development. The City would like to include a basin in the area that would treat the future development as well as the existing upstream drainage. **Figure 7,** as attached, outlines the site location and a future improvement schematic.

Risk Assessment

Approximately 87 acres drain to the Straight River without treatment via the outfall adjacent to the former Lockerby property. With the addition of a proposed development on the former Lockerby property, the total post development impervious area within the watershed is approximately 50 acres. As a result, the developed watershed produces stormwater runoff that flows to the Straight River, carrying pollutants directly into the waterbody because a mitigation measure is not provided. Negative impacts include degraded water quality, habitat reduction, and potential safety issues. The Straight River is impaired for aquatic life and aquatic recreation with TMDLs approved for fecal coliform, benthic macroinvertebrate bioassessments, and turbidity.

For development and redevelopment, the National Pollutant Discharge Elimination System (NPDES) permit requires permanent stormwater management. Although the previous development in the watershed occurred prior to the current NPDES requirements, the water quality volume to treat the entire tributary area to the former Lockerby property is shown in **Table 1,** as attached. The NPDES permit mandates the volume reduction practices be considered first for permanent stormwater management. Additionally, post development runoff rates to the Straight River may not be increased from existing runoff rates per **Table 2,** as attached.

Table 1. *Water Quality Volume*

Approximate Post Development Impervious Area (ac)	Required Treatment Volume[1] (ac-feet)
50	4.2

[1]1-inch of runoff from post development impervious area

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Table 2. *Runoff Rates to Straight River*

Storm Event	Runoff Rate via Outfall Adjacent to Lockerby Property (cfs)	Runoff Rate out of Basin #27 (cfs)	Total Runoff to Straight River (cfs)
2-year	28.3	1.2	29.5
10-year	62.8	2.6	65.4
100-year	120.7	11.8	132.5

Site constraints including the presence of a high vulnerability DWSMA preclude the use of infiltration to meet volume control requirements. Thus, treatment of the required water quality volume shall be provided to the maximum extent possible focusing on BMPs that provide pollutant removal from the watershed.

Proposed Risk Reduction Option

To provide post development stormwater quality and quantity management for the entire tributary area, it is recommended to construct regional Nationwide Urban Runoff Program (NURP) basins on the former Lockerby property as well as south of the property on an existing drainage and utility easement (NURP basins provide dead storage volume to treat 2.5 inches over the entire watershed draining to the pond). Reroute storm sewer on 1st Street to the first NURP basin in the series. Provide a storm sewer outlet from the first basin to the second NURP basin, to be designed as an enhancement to existing pond #27. Upsize the existing 24-inch outlet from pond #27 to sufficiently convey flows and maintain a 100-year bounce within the proposed basin footprints. Additionally, maintain the existing 12-inch outlet pipe from the second NURP basin.

Approximate design components and quantities are outlined in **Table 3,** as attached.

Table 3. *Preliminary Design Outline*

Name	Design Component	Quantity	Unit
Trunkline Storm Sewer	42-inch Pipe	815	feet
NURP Basin 1	Drainage Area	89.5	acres
	Normal Water Level	969.5	feet
	Approximate HWL	976.1	feet
	Proposed EOF	977.1	feet
	Surface Area at NWL	1.3	acres
	Average Depth of Dead Storage	4.5	feet
	Outlet Size	3 – 36” RCP	-
NURP Basin 2	Drainage Area	23.8	acres
	Normal Water Level	969.3	feet
	Approximate HWL	975.9	feet
	Proposed EOF	977	feet
	Surface Area at NWL	1.3	acres
	Average Depth of Dead Storage	4.5	feet
	Outlet Size	48” RCP and 12” PVC	-

Volume control will not achieve NPDES standards because infiltration is limited due to site constraints. However, the NURP basins will provide water quality treatment by removing 86.5 percent and 56.5 percent of the tributary area total suspended solids (TSS) and total phosphorus (TP) concentrations annually as shown in **Table 4,** as attached.

Table 4. *Pollutant Loads to Straight River from Tributary Area*

Pollutant	Existing (lbs/yr)	Proposed (lbs/yr)	% Reduction
TSS	29,164	3,953	86.5
TP	103	45	56.5

The pollutant reduction will reduce loading downstream and help the City to work towards meeting waste load allocation (WLA) goals. See **Table 5**, as attached, for a WLA summary.

Table 5. *Waste Load Allocation*

TMDL Study Name and Water	Initial Loading Estimate[1]	Proposed Loading Reduction Estimate with CIP 7	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	58 lb/yr	3969 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	12.6 ton/yr	468.4 ton/yr	294 ton/yr
Cannon River WRAPS Straight River (0704002-515) TSS	156 ton/yr	12.6 ton/yr	143.4 ton/yr	117.7 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	12.6 ton/yr	468.4 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	12.6 ton/yr	468.4 ton/yr	220.7 ton/yr

[1]As of summer 2021

Preliminary XPSWMM modeling of the existing and post development conditions indicates that rate control can be met for the watershed to the Straight River according to **Table 6,** as attached.

Table 6. *Proposed Rate Control*

Storm	Existing Runoff Rates (cfs)	Proposed Runoff Rates (cfs)
2-year	29.5	11.8
10-year	65.4	30.0
100-year	132.5	50.6

The exact routing of the conveyance system shall be determined at the time of final design.

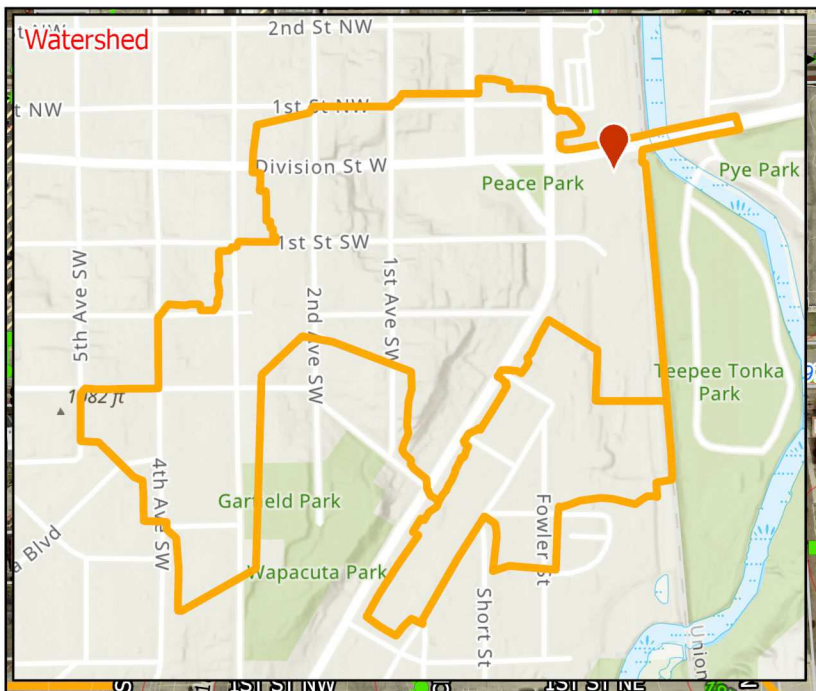
Preliminary Cost Estimate

The construction of two NURP basins to treat the tributary area is estimated to cost $1.017 million, including contingencies and indirect costs. A detailed cost estimate can be found below.

Preliminary Opinion of Probable Cost				
Regional NURP Basins Former Lockerby Property				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 33,640	$ 33,640
Clearing and Grubbing	AC	3.7	$ 7,500	$ 27,750
Excavation/Grading	CY	50930	$ 8	$ 407,440
Outlet Control Structure	Each	1	$ 8,000	$ 8,000
36" RCP	LF	375	$ 125	$ 46,875
42" RCP	LF	815	$ 175	$ 142,625
48" RCP	LF	80	$ 190	$ 15,200
Erosion Control	LS	1	$ 9,000	$ 9,000
Site Restoration	LS	1	$ 16,000	$ 16,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 706,530**
20% CONTINGENCIES				**$ 141,306**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 847,836**
20% ENGR., FISCAL & ADMIN				**$ 169,567**
TOTAL ESTIMATED PROJECT COSTS				**$ 1,017,403**

Existing Issues:
- 87 acres of untreated runoff to the Straight River.

Recommendation:
- Construct a series of NURP basins on the former Lockerby property and within a drainage and utility easement to the south of the property.



Legend

- Existing Basin ID
- Watershed
- Proposed NURP Basin
- Proposed Storm Sewer Routing
- Existing Storm Sewer
- Existing Stormwater Pond
- DNR Public Watercourse
- National Wetland Inventory
- Parcels
- City Owned Parcel
- City Boundary
- 100 Year Floodplain
- Flood Zone
- AE

Figure 7 - Area 7, Former Lockerby Property

CIP Risk Analysis and Proposed Improvements
City of Faribault, MN

N

0 250 Feet

1 inch = 250 feet

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Stormwater CIP Analyses and Figures\Area 7 Date Saved: 6/15/2022

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 8 – Mattson Street
WSB Project No. 017566-000

Background

The culvert under Mattson Street, approximately 1,800 feet west of Saint Paul Avenue, has nearly blown out in past storm events because of large flows. The City of Faribault has also reported erosion upstream of the culvert crossing. **Figures 8a**, **8b**, and **8c,** as attached**,** outline the location of existing issues and future improvement schematics.

Risk Assessment

Four primary risk factors are associated with the stormwater runoff at Mattson Street: the existing culvert crossing size, downstream culvert capacity, adjacent home elevations, and existing erosion.

The existing 24-inch RCP culvert under Mattson Street has the capacity to convey approximately 58 cfs before overtopping the roadway. The 88.4-acre drainage area contributes the runoff rates outlined in **Table 1,** as attached, to the culvert under Mattson Street. The drainage area consists of impervious, agricultural, and wooded acreage. Hydrologic soils are primarily B, C, and D. As shown in **Table 1,** as attached, the expected flows in the 10 and 100-year events are significantly higher than the capacity of the existing culvert, indicating that the culvert is significantly undersized.

Table 1. *Watershed and Upstream Runoff*

Storm Event	Runoff (cfs)
2-year	35.8
10-year	72.1
100-year	158.0

Approximately 1,700 feet after passing under Mattson Street, dual 27-inch culverts convey channel flow under 11th Avenue, presenting a limiting downstream capacity constraint (approximately 72 cfs). The crossing under 11th Avenue is situated near homes. Flow rates to the culvert under 11th Avenue should not be increased due to adjacent primary structures and potential impacts.

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Erosion is present upstream of Mattson Street due to high runoff velocities traveling down embankments to reach the culvert crossing. Risks include sediment transport downstream and loss of vegetation.

Proposed Risk Reduction Options

There are several short-term and long-term options to mitigate the risks at Mattson Street, including stabilizing the ditches upstream of the culvert, constructing a pond, or upsizing culverts and constructing a regional pond downstream of the site. Future land use (residential development) was not considered in the analysis to limit the size of the stormwater infrastructure needed. All future development should install onsite best management practices to maintain existing runoff rates to the proposed stormwater infrastructure.

Option 1: Mitigate Erosion Concerns

As a short-term solution, reinforce the area immediately upstream of the Mattson Street culvert with erosion mitigation measures including rip rap, step pools to carry water down the slopes to the culvert, and plunge pools at the culvert outfalls.

Option 1 does not address the hydrology concerns and the fact that the culvert crossing under Mattson Street is undersized for the total drainage area. As such, culvert failure and exceedance issues at Mattson Street will not be addressed, and erosion may persist upstream of the mitigation measures in several years. However, it is the least expensive and most immediate action for the area.

Option 2: Construct a Pond and Replace Outlet Pipe under Mattson Street

Construct a pond upstream of Mattson Street in the natural low point to control rates under Mattson Street and improve water quality.

Limits to the pond design include a roadway elevation of approximately 1,145 feet (based on LiDAR). To leave 1-foot of freeboard from the roadway shoulder, the pond's 100-year high water level may not exceed 1,144 feet. From LiDAR, it appears that the channel elevation downstream of Mattson Street is at 1,134 feet, setting the pond's normal water level to 1,135 feet to allow for an outlet pipe. Remove the existing 24-inch culvert and replace it with a 48-inch RCP. Connect the 48-inch RCP to a tiered outlet control structure consisting of a 42-inch orifice at 1,135 feet and a weir wall at 1,143.7 feet to control rates out of the pond, as shown in **Table 2**, as attached. For the existing hydrology, a pond with approximately 0.9 acres of surface area at the normal water level is needed with depth to handle an 8.6-foot pond bounce in the 100-year event. It must be noted that a significant number of trees would need to be removed to facilitate the construction of a pond. Unlike existing conditions, proposed runoff will not overtop Mattson Street.

Table 2. *Option 2 Runoff Rates Over/Under Mattson Street*

Storm Event	Existing (cfs)	Proposed (cfs)
2-year	31.3	26.1
10-year	64.6	54.0
100-year	142.3	98.1

The addition of a pond would also treat stormwater and reduce pollutant loading downstream, helping the City to work towards meeting waste load allocation (WLA) goals for the Cannon River. The basin will reduce total phosphorus (TP) by 21.7 pounds per year and total suspended solids

(TSS) by 4.4 tons per year. The pollutant load reduction based on the construction of the project in relation to the WLA is shown in **Table 3**, as attached.

Table 3. *Waste Load Allocation*

TMDL Study Name and Water	Initial Loading Estimate[1]	Proposed Loading Reduction Estimate with CIP 1	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	21.7 lb/yr	4005.3 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	4.4 ton/yr	476.6 ton/yr	294 ton/yr
Cannon River WRAPS Straight River (0704002-515) TSS	156 ton/yr	4.4 ton/yr	151.6 ton/yr	117.7 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	4.4 ton/yr	476.6 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	4.4 ton/yr	476.6 ton/yr	220.7 ton/yr

[1]As of summer 2021

To prevent erosion from propagating upstream, place rock ditch checks in the ditches flowing into the pond to provide grade control.

Option 2 does not address any potential downstream erosion or issues near 11th Avenue. Increasing the pipe under Mattson Street is needed to maintain a smaller pond surface area. If erosion is present downstream, rates may be further reduced at Mattson Street by reducing the outlet pipe size and increasing the pond surface area.

Option 3: Replace Culvert Crossings Under Mattson Street, 11th Avenue, and Field Roads and Construct a Regional Basin near Shumway Avenue

If erosion issues are present downstream of Mattson Street, it may be advantageous to provide additional capacity within the channel from Mattson Street to Shumway Avenue and site a regional basin in the golf course or ravine between Shumway Avenue and 11th Avenue.

To fix the issues at Mattson Street, upsize the culvert to convey the stormwater runoff. As an estimate, an ADT of a nearby roadway of 630 was used to select a 25-year design storm based on the minimum overtopping frequency. A preliminary XPSWMM analysis showed that a 48-inch RCP culvert could sufficiently convey the flow (inverts of 1139-1137.35, 3 percent slope) with adequate cover under the roadway centerline based in LiDAR. Survey is recommended to verify the allowable inverts and cover. All erosion mitigation measures outlined in Option 1 would be needed.

Because of the Mattson Street culvert increase, the capacity of the culvert under 11th Avenue as well as two field crossing culverts must also be increased to convey the additional flow to the proposed regional basin. A preliminary XPSWMM analysis showed that by upsizing one of the existing 27-inch culverts under 11th Avenue to a 48-inch RCP culvert, there will be adequate capacity to pass the 25-year event without overtopping the roadway. The field crossings may be

upsized as dual 30-inch RCP culverts to provide similar capacity to the culverts under 11th Street. Survey is recommended to verify the existing culvert inverts, lengths, and resulting slopes.

Construct a regional basin near Shumway Avenue to provide rate control. Initial estimates indicate that a 1.8-acre normal water level with live storage to contain a 7.8-foot bounce is necessary to contain the runoff. It must be noted that a significant number of trees would need to be removed to facilitate the construction of a regional basin. Rates would be reduced out of the regional basin under Shumway Avenue according to **Table 4,** as attached.

Table 4. *Option 3 Runoff Rates Over/Under Shumway Avenue*

Storm Event	Existing (cfs)	Proposed (cfs)
2-year	45.9	44.2
10-year	107.9	90.1
100-year	309.1	211.4

Preliminary Cost Estimate

Options 1, 2, and 3 are anticipated to cost approximately $177,600, $440,800, and $976,200 million respectively. Detailed cost estimates can be found below.

Preliminary Opinion of Probable Cost				
Option 1: Mitigate Erosion Concerns				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 5,870	$ 5,870
Clearing and Grubbing	AC	0.22	$ 7,500	$ 1,650
Excavation/Grading	CY	600	$ 10	$ 6,000
Rip Rap	CY	600	$ 150	$ 90,000
Blanket	SY	600	$ 3	$ 1,800
Erosion Control	LS	1	$ 8,000	$ 8,000
Site Restoration	LS	1	$ 10,000	$ 10,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 123,320**
20% CONTINGENCIES				**$ 24,664**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 147,984**
20% ENGR., FISCAL & ADMIN				**$ 29,597**
TOTAL ESTIMATED PROJECT COSTS				**$ 177,581**

Preliminary Opinion of Probable Cost				
Option 2: Construct a Pond and Replace Outlet Pipe Under Mattson Street				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 14,580	$ 14,580
Clearing and Grubbing	AC	1.7	$ 7,500	$ 12,750
Excavation/Grading	CY	27300	$ 8	$ 218,400
Outlet Control Structure	Each	1	$ 8,000	$ 8,000
48" RCP Storm Sewer	LF	55	$ 180	$ 9,900
Demolition of Roadway	SY	200	$ 10	$ 2,000
Roadway Reconstruction	LF	100	$ 150	$ 15,000
Rip Rap	CY	50	$ 150	$ 7,500
Erosion Control	LS	1	$ 8,000	$ 8,000
Site Restoration	LS	1	$ 10,000	$ 10,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 306,130**
20% CONTINGENCIES				**$ 61,226**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 367,356**
20% ENGR., FISCAL & ADMIN				**$ 73,471**
TOTAL ESTIMATED PROJECT COSTS				**$ 440,827**

[1]Land acquisition excluded from cost estimate.

Preliminary Opinion of Probable Cost				
Option 3: Replace Culverts, Erosion Mitigation, Construct a Regional Basin				
City of Faribault				
Description	**Unit**	**Qty**	**Unit Price**	**Extension**
Mobilization	LS	1	$ 32,280	$ 32,280
Clearing and Grubbing	AC	3.4	$ 7,500	$ 25,500
Excavation/Grading	CY	52390	$ 8	$ 419,122
Outlet Control Structure	Each	1	$ 8,000	$ 8,000
48" RCP Storm Culvert	LF	140	$ 180	$ 25,200
30" RCP Culvert	LF	100	$ 120	$ 12,000
Demolition of Roadway	SY	400	$ 10	$ 4,000
Roadway Reconstruction	LF	200	$ 150	$ 30,000
Rip Rap	CY	600	$ 150	$ 90,000
Blanket	SY	600	$ 3	$ 1,800
Erosion Control	LS	1	$ 10,000	$ 10,000
Site Restoration	LS	1	$ 20,000	$ 20,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				**$ 677,902**
20% CONTINGENCIES				**$ 135,580**
TOTAL ESTIMATED CONSTRUCTION COSTS				**$ 813,482**
20% ENGR., FISCAL & ADMIN				**$ 162,696**
TOTAL ESTIMATED PROJECT COSTS				**$ 976,179**

[1]Land acquisition excluded from cost estimate.

Existing Issues:
- Erosion is present near the culvert under Mattson Street.
- The culvert has almost washed away in past storm events and is severely undersized for the contributing drainage area.

Recommendation:
- Option 1: Install erosion mitigation measures.

Legend
- Drainage Area
- Recommended Erosion Mitigation Measures
  - Plunge Pool
  - Rip Rap Stabilization
  - Step Pool
- Existing Storm Sewer
- Existing Stormwater Pond
- National Wetland Inventory
- Parcels
- City Boundary

Mattson St
Legacy Dr
Maple Ln
Cannon Valley Blvd
Saint Paul Rd
Andrews Dr
197th St E
Parshall St
11th Ave NE
20

N
0 250 Feet
1 inch = 250 feet

City of Faribault

wsb

Figure 8a - Area 8, Mattson Street
CIP Risk Analysis and Proposed Improvement Map
City of Faribault, MN

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Existing Issues:
- Erosion is present near the culvert under Mattson Street.
- The culvert has almost washed away in past storm events and is severely undersized for the contributing drainage area.

Recommendation:
- Option 2: Construct a basin, install an outlet control structure and outlet pipe under Mattson Street, and construct ditch checks as grade control in the ditches upstream of the pond.

Legend
- Drainage Area
- Recommended Pond
- Recommended Pond Grading
- Recommended Outlet Control Structure
- Recommended Storm Sewer
- Existing Storm Sewer
- Existing Stormwater Pond
- National Wetland Inventory
- Parcels
- City Boundary

Mattson St
Legacy Dr
Maple Ln
11th Ave NE
Parshall St
Saint Paul Rd
Andrews Dr
197th St E
Cannon Cir
20

City of Faribault

Figure 8b - Area 8, Mattson Street
CIP Risk Analysis and Proposed Improvement Map
City of Faribault, MN

N
0 270 Feet
1 inch = 270 feet

wsb

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Existing Issues:
- Erosion is present near the culvert under Mattson Street.
- The culvert has almost washed away in past storm events and is severely undersized for the contributing drainage area.

Recommendation:
- Option 3: Upsize the culverts under Mattson Street, 11th Avenue, and the field crossings in the golf course. Construct a regional pond in the natural low point near Shumway Avenue. Install erosion mitigation measures upstream of Mattson Street.

Legend
- Mattson Street Drainage Area
- Proposed Regional Pond Drainage Area
- Recommended Regional Pond
- Recommended Culvert

Recommended Erosion Mitigation Measures
- Plunge Pool
- Rip Rap Stabilization
- Step Pool

- Existing Storm Sewer
- Existing Stormwater Pond
- National Wetland Inventory
- Parcels
- City Boundary

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Figure 8c - Area 8, Mattson Street
CIP Risk Analysis and Proposed Improvement Map
City of Faribault, MN

N
0 400 Feet
1 inch = 400 feet

Appendix D – XP-SWMM Modeling Report

MODEL REPORT

CITYWIDE XPSWMM MODEL REPORT

CITY OF FARIBAULT | RICE COUNTY | MINNESOTA

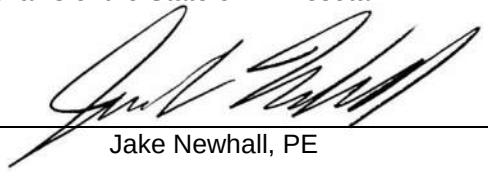
June 13, 2022

Prepared for:
City of Faribault
208 1st Avenue NW
Faribault, MN 55021

WSB PROJECT NO. 017566-000

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.



Jake Newhall, PE

Date: June 13, 2022 Lic. No. 49170

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APPENDICES
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1. Background

1.1 Executive Summary

A Citywide XPSWMM model of the stormwater infrastructure throughout the City of Faribault, MN has been developed to identify areas prone to flooding and to assist in the design of future flood mitigation projects. The model was built as part of the City's 2021 Surface Water Management Plan update.

The City of Faribault consists of primarily residential, commercial, industrial, and agriculture land use. The City drains through storm sewer and storm water ponds, ultimately reaching the Cannon River and Straight River. The contributing watershed covers 25.2 square miles.

The Citywide XPSWMM model was built considering storm sewer greater than or equal to 15-inches in diameter as well as all storage areas. Runoff is produced within the model using the SCS curve number method and considers catchment area, impervious percent, a pervious curve number, and a time of concentration value. The model utilizes Rice County Atlas 14 rainfall data and an MSE III distribution. To obtain accurate results, model validation was done by comparing modeled high-water levels to known high water levels and utilizing local knowledge of flood prone areas.

Model results indicate existing areas of potential flooding concerns and impacted structures in the 100-year storm event. Storm sewer pipes undersized for the 10-year event were identified. Proposed solutions were analyzed for several of the flood prone areas within the City.

1.2 Introduction

The City of Faribault (the City) covers about 13 square miles. The total modeled watershed extends beyond the City boundary and is 25.2 square miles. Water flows according to several general sub watershed patterns, as indicated on Surface Water Management Plan (SWMP) **Figure 2**. All drainage ultimately flows into the Cannon River to the northeast.

The City has a history of flooding issues, particularly along the Cannon River. Detailed Federal Emergency Management Agency (FEMA) studies have been done along the Cannon River and Straight River adjacent to Faribault, but a comprehensive stormwater model was desired to determine how stormwater runoff contributes to flooding within the ponding areas and streets of the City.

1.3 Goals and Objectives

The Citywide XPSWMM model will be a valuable asset to the City to identify areas prone to flooding, design future improvements to under capacity drainage infrastructure, plan future developments, and develop stormwater management policy.

Two goals were identified as part of the XPSWMM model development.

1. Identify flood problem areas and under capacity infrastructure.
2. Propose future improvements to mitigate existing flood issues.

2. Methodology

2.1 Model Development

The Citywide XPSWMM model was built utilizing XPSWMM 2019.1.3 software. The model structure as well as catchment, node, and link data were configured using ArcGIS Pro. A seamless transfer from ArcGIS Pro to XPSWMM was completed to move all the data into the modeling software. Various hand edits and error adjustments were made in XPSWMM to obtain a clean and useful model.

The XPSWMM model incorporates a runoff mode, hydraulics mode, boundary conditions, and rainfall data, each of which are described in detail in the following sections. Assumptions, model validation steps, and model controls are also documented.

All data used to build the XPSWMM model is in the NAD1983 (HARN) horizontal coordinate system for Rice County and the NAVD 88 vertical datum. The model utilizes the dynamic wave equations as a solving method.

2.1.1 Runoff Model Hydrology

The runoff mode contains the hydrology information. When the catchment parameters are subjected to rainfall, runoff is produced in the model.

Catchments

The Citywide XPSWMM model contains 1,143 catchments. Catchment delineation was completed using City of Faribault watershed data as a baseline and edited based on LiDAR (Lidar Elevation, Rice County, Minnesota, 2007), existing grading plan, storm sewer, and storage data. The catchment delineation scale was determined by storm sewer structure inlets to pipes 15-inches in diameter or greater as well as by storage areas. The area of each catchment was calculated in acres.

SCS Curve Number Method

The model utilizes the SCS curve number method to generate a hydrograph and flow for each catchment. The SCS curve number method requires a catchment area, impervious percent, pervious curve number, and time of concentration value, all of which were calculated using ArcGIS Pro.

Impervious Percent

An impervious shapefile was generated in ArcGIS Pro utilizing a heat mapping procedure over an aerial image. By intersecting the impervious area with the catchments, the total impervious percent was calculated by Equation 1.

Equation 1.

$$Impervious\ \%_{Catchment\ 1} = \frac{Impervious\ Area\ (ac)_{Catchment\ 1}}{Total\ Area\ (ac)_{Catchment\ 1}} * 100$$

XPSWMM requires the directly connected impervious percent to be inserted into the modeling software. The result of Equation 1 was multiplied by 0.75 to determine the directly connected impervious percent, estimated as 75 percent of the impervious area within the catchment.

Pervious Curve Number

To determine the pervious curve number of each catchment, the existing land use shapefile (SWMP **Figure 4**) was used to define areas of agricultural fields, grass, woods, and woods/grass combination. The existing land use was obtained from a combination of the Faribault current land use shapefile and the National Land Cover Database (NLCD) shapefile in the areas where the City had not defined a land use. Intersected with the hydrologic soil groups per the SSURGO

soils shapefile (SWMP **Figure 3**), a weighted curve number was determined for each catchment based on **Table 1**, as attached, with values determined from Technical Release 55 by the Natural Resources Conservation Service (NRCS).

Table 1. Pervious Curve Number

Land Use/Soil Type	A	B	C	D
Agricultural Fields	67	78	85	89
Grass	39	61	74	80
Woods	30	55	70	77
Woods/Grass Combination	32	58	72	79

Time of Concentration

Time of concentration values were defined for each catchment based on the size and impervious percent, as shown in **Table 2,** as attached. Time of concentration values were calculated for an appropriate size range distribution based on the NRCS velocity method of sheet, shallow concentrated, and channel flows.

Table 2. Time of Concentration Value per Catchment Size

Minimum Catchment Size (acres)	Maximum Catchment Size (acres)	Time of Concentration Value (minute)	Time of Concentration Value if Impervious Area is >75% of the Catchment
0.00	0.25	15	10
0.25	1.25	20	12
1.25	2.25	25	15
2.25	2.50	30	18
2.50	4.00	40	20
4.00	7.00	45	22
7.00	7.50	60	25
7.50	9.00	65	30
9.00	15.00	70	33
15.00	20.00	80	35
20.00	30.00	95	38
30.00	50.00	100	40
50.00	70.00	115	45
70.00	100.00	135	48
100.00	150.00	145	50
150.00	200.00	150	55
200.00	400.00	185	58
400	1000	225	60
1000	2000	320	65
2000	5500	500	70

Slope and Width
The SCS Curve Number method does not require slope and width inputs, however, XPSWMM does not allow values of 0. Both slope and width were set to 1.

2.1.2 Hydraulics Mode
Hydraulics mode represents the network of nodes and links that route water throughout the study area. The network contains storm sewer structures, ponds, outfalls, storm sewer pipes, overland flows, and channels.

Nodes
The node network contains both storm sewer structures and ponds. There are 1,986 total nodes in the model. The storm sewer structure nodes are from the City of Faribault storm sewer GIS database. The naming conventions were taken directly from the City's GIS shapefile if available. The node invert was set to the lowest incoming or outgoing storm sewer pipe invert and the spill crest elevation was set to ensure no water was lost from the model. All nodes do not allow ponding in XPSWMM.

Storage Nodes
The storage nodes represent all significant ponding areas within the City. The node name corresponds to the City's pond identification number if available. Stage storage curves for each of the ponding areas were determined by an ArcGIS master code that defined the area of each LiDAR contour below a maximum ponding elevation within a specified catchment. For ponding areas that have been constructed since LiDAR was flown, stage storage information was extracted from grading plans. The base pond elevation was set to the lowest incoming or outgoing storm sewer pipe with an initial depth set to the normal water level elevation minus the base pond elevation. If the area at the base pond depth was not calculated by the master code, the area was calculated via Equation 2.

Equation 2.

$$A_{Bottom} = \frac{(\sqrt{\pi * A_{Top}} - (D * 3))^2}{\pi}$$

Where
A_{Bottom} = Area at base of pond
A_{Top} = Area at next available depth
D = depth between base of pond and next available depth

After making any necessary adjustments to the storage array, the stage-storage curves were imported into XPSWMM using the stepwise linear method via the external geodatabase import.

Links
Links convey the water from node to node in an XPSWMM model. Made up by pipe conduits, overland flows, and channels, the network of conveyance is 2,187 links. The pipe conduit links come from the City's storm sewer GIS information for pipes with a diameter of 15-inches or larger or otherwise included in the model. Inverts, diameter, material, and shape of the storm sewer pipes were obtained from as-builts and survey information. The pipe length was approximated using the length of the shape in GIS. Pipe slopes were calculated from the inverts and pipe length.

A Manning's n value was defined for each link based on the defined material. See **Table 3,** as attached**,** for the Manning's n values used for the different link materials.

Table 3. Manning's n Values

Material	Manning's n
Corrugated Metal Pipe (CMP)	0.024[1]
Corrugated Steel Pipe (CSP)	0.012[1]
Ductile Iron Pipe (DIP)	0.013[1]
Earth Channel	0.04[1]
High Density Polyethylene Pipe (HDPE)	0.013[2]
Polyvinyl Chloride Pipe (PVC)	0.011[2]
Reinforced Concrete Pipe (RCP)	0.013[1]
Clay	0.014[1]
Vitrified Clay Pipe (VCP)	0.014[1]
Grass Floodplain (for EOFs)	0.06[1]

[1] Source: Chow, (1959). *Reference tables for Manning's n values for channels, closed conduits flowing partially full, and corrugated metal pipes*. [online] Available at: http://www.fsl.orst.edu/geowater/FX3/help/8_Hydraulic_Reference/Mannings_n_Tables.htm.
[2] Source: Engineering Toolbox, (2004). *Manning's Roughness Coefficients*. [online] Available at: https://www.engineeringtoolbox.com/mannings-roughness-d_799.html

Conduit flow in XPSWMM was set to free flowing. Defined conduit factors include the number of identical barrels and entrance and exit loss coefficients. After reviewing typical values for entrance loss coefficients for different culvert types and inlet designs, an average 0.5 coefficient value was chosen. The exit loss coefficient was set to 1.0 to represent a sudden expansion of flow, typical for a culvert (see **Appendix B,** as attached).

Single channel links were defined by an assumed depth of 10 feet, width of 20 feet, and channel side slopes of 3 horizontal units to 1 vertical unit.

Overland Flow

To accurately model storm sewer capacity issues and analyze where flooding occurs in the City, the storm sewer links were imported as multilinks with a second conduit defined as a trapezoidal channel. The urban area overland flows consist of drainage over a roadway and were defined using the urban street characteristics shown in **Table 4,** as attached. It was largely assumed that all urban overland flow follows the storm sewer routing. Overland flow paths out of depression areas were defined by visual inspection of LiDAR and aerial imagery in ArcGIS Pro. Pond overland flow characteristics are show in **Table 4,** as attached.

Table 4. Trapezoidal Channel Overland Flow Characteristics

Parameter	Urban Street	Pond Overland Flow
Upstream Invert	LiDAR Ground Elevation at Upstream Node	LiDAR Ground Elevation
Downstream Invert	LiDAR Ground Elevation at Downstream Node	Top Elevation of Downstream Pond Storage
Bottom Width	10 feet	10 feet
Channel Side Slopes	50H:1V	3H:1V
Channel Length	Equivalent to Pipe Length	Length Determined in GIS
Channel Depth	8 feet	8 feet
Channel Manning's n[1]	0.013	0.06

[1] Source: Chow, (1959). *Reference tables for Manning's n values for channels, closed conduits flowing partially full, and corrugated metal pipes.* [online] Available at: http://www.fsl.orst.edu/geowater/FX3/help/8_Hydraulic_Reference/Mannings_n_Tables.htm

Special Structures

Special structures include weir and orifice features and are modeled using both nodes and links. To define weirs in XPSWMM, information was imported according to **Table 5,** as attached.

Table 5. Weir Parameters

Parameter	Value
Weir Length	Found from as-built
Weir Crest	Elevation of the top of the weir taken from the as-built
Weir Crown	Weir Crest + 10 feet
Weir Discharge Coefficient[1]	2.6

[1] Source: Texas DOT (2019). *Basic Hydrology and Hydraulics*. [online] Available at: https://slideplayer.com/slide/13780266/

For the orifice special structures, the orifice discharge coefficient was set to 1 (LMNO Engineering, 2014).

2.1.3 Boundary Conditions and Outfalls

The Citywide XPSWMM model has 64 outfalls, or locations where water leaves the model. The outfalls were defined using either a fixed backwater elevation or free flow. A portion of the City runoff discharges to the Cannon River or the Straight River, both of which have mapped FEMA floodplains. Three different models were created for the 2-year and 10-year, 100-year, and 500-year events respectively with specific backwater outfall elevations taken from the Flood Insurance Study (FIS) study. The 2-year and 10-year model utilizes free outfalls because the river backwater is not anticipated to influence storm sewer flow in a smaller rainfall event. The 100-year model utilizes the 10-year FIS FEMA elevations, according to past FEMA guidance. The 500-year model utilizes the 100-year FIS FEMA elevations.

2.1.4 Rainfall

A MSE III distribution was imported into the model as a global database. Atlas 14 storm event rainfall depths were defined for Rice County up to the 500-year event as shown in **Table 6,** as attached.

Table 6. Rice County Atlas 14 Rainfall Depths

Storm Event	Rainfall Depth
2-year 24-hour	2.84
10-year 24-hour	4.24
100-year 24-hour	7.29
500-year 24-hour	10.10

2.1.5 Assumptions

Runoff Mode / Hydrology

Various assumptions made throughout the hydrologic data collection process include the following:

- Catchment delineation in areas of the City that have been developed more recently than LiDAR data was obtained were based upon storm sewer networks and rooflines.
- Hydrologic soil groups A/D, B/D, and C/D were assumed to be saturated and were categorized in hydrologic soil group D.

Hydraulics

In hydraulics mode, assumptions were made regarding some storm sewer and ponding information. All assumptions were discussed with the City, but only a portion were reconciled. The **Figure 3 Assumptions Map**, as attached, highlights the XPSWMM links modeled with assumed parameters due to either the lack of an as-built or missing information on the as-built, ponds that

were constructed after LiDAR was flown and for which an as-built could not be obtained, and ponds with missing outlet information.

In urban areas, overland flow paths over streets were assumed to follow the routing of the storm sewer due to the scale of the model and the lack of an automation method. Further refinement and routing adjustments were made in the model validation stage.

2.2 Model Validation

Model validation was performed in several phases. Comparisons were completed between XPSWMM node high water levels (HWLs) and pond as-built HWLs. The City of Faribault staff also provided input and field knowledge regarding known flooding areas. Flows produced by the model were validated compared to other hydrology methods.

2.3 Model Controls

Model controls specify parameters such as model run time and solve settings. See **Table 7,** as attached, for the model controls for the various storm events. The hydrologic and hydraulic models are run simultaneously.

Table 7. Model Controls

Storm Event	Start Time (date)	End Time (date)	Hydraulics Time Step (seconds)	Runoff Time Step (seconds)
2-year	9-01-2021	9-15-2021	7	60
10-year	9-01-2021	9-15-2021	7	60
100-year	9-01-2021	9-15-2021	7	60
500-year	9-01-2021	9-15-2021	5	60

Runoff job control settings include global monthly evaporation values and a global storm event. Hydraulics job control settings include simulation tolerances for head and flow set to 0.0001, maximum time step iterations set to 500 for the dynamic wave solving method, and modification of short conduits to a 5 second equivalent length for model stability.

3. Results

3.1 Summary of Results

The Citywide model was subjected to simulations including the 2-, 10-, 100-, and 500-year 24-hour rainfall events. Notable results include locations and maps of areas prone to flooding within the City, primary structures with potential flooding issues, and identification of undersized storm sewer. Tabular outputs are included in **Appendix B,** as attached.

3.1.1 Flood Areas

The 100-year event flood boundaries and depths are displayed in **Figures 1A-1AO,** as attached. Inundated areas typically include natural low points and can be a sign of limited downstream capacity to adequately convey stormwater or a lack of flood storage. Primary structures that may be subject to flooding are identified on the figures. Because LiDAR was utilized for the inundation mapping, the building flood risk is accurate to +/- 0.5 feet (LiDAR error). [Structures that are identified on the maps are not necessarily prone to flooding but are estimated to be close].

3.1.2 Undersized Storm Sewer

Storm sewer shall be sized to pass the 10-year 24-hour storm event. In the past, storm sewer in residential areas within the City of Faribault have been held to a 5-year 24-hour storm design standard.

Storm sewer pipes that are potentially undersized for the 10-year 24-hour event are identified on **Figure 2 10-year Event Storm Sewer Capacity Map**, as attached, with the proposed pipe size and slope needed to adequately pass the design storm event. To detect undersized pipes, the XPSWMM model was utilized to identify nodes that surcharge water into the street. Detailed rational calculations should be performed for the entire pipe run when considering future storm sewer infrastructure upgrades. Undersized storm sewer pipes are not necessarily an indication of flooding because streets are designed to convey water. However, in conjunction with the 100-year inundation depths, the most critical locations for undersized pipes and flooding potential may be identified.

In addition to undersized storm sewer pipes, inlet capacity within each catchment was checked by comparing the catchment runoff to the number of inlets in the drainage area, assuming each inlet can capture 3 cubic feet per second of runoff. Catchments with insufficient inlet capacity to capture 10-year 24-hour storm event runoff are indicated on **Figure 2**, as attached.

4. Discussion and Recommendations

4.1 Flood Mitigation

With input from the City, the existing conditions XPSWMM model results were reviewed to identify several areas around the City that are prone to flooding or have other stormwater management issues. To mitigate these issues, proposed modeling was completed to identify future projects including upsizing storm sewer, expanding ponds, and providing additional storage within watersheds. A technical memorandum, cost estimate, and figure for each location and project can be found in **Appendix C** of the SWMP.

4.1.1 Area 1 – Industrial Park

Issue: A portion of the stormwater runoff from Airtech Industrial Park in the northeast corner of State Highway 21 and Interstate 35 discharges to existing basins that are undersized for the contributing drainage areas. Minor localized flooding occurs in the parking lots adjacent to the existing basins.

Corrective Action: To mitigate existing flooding and provide post development regional stormwater quality and quantity management, enhance the two existing basins with sedimentation basins sized to NURP standards and filter benches that allow the existing site as well as future development within the industrial park area to meet NPDES standards for stormwater management. This project is projected to reduce TP discharge by approximately 35 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 10.3 tons per year, helping the City meet its WLA for the Cannon River.

4.1.2 Area 2 – Twin Lakes

Issue: Several basins within the Twin Lakes chain lack functioning or adequate capacity outlets. The ultimate overland overflow from the chain of lakes is at 999-feet, causing flood waters in large storm events to back up on adjacent roadways.

Corrective Action: Install an outlet control structure from basin 20219 and a secondary outlet from basin 20220 to mitigate inadequate outlet capacity and overland flow issues. Upsize and

lower the outlets from basin 20080, 20081, and 20154 to allow adequate freeboard between the 100-year 24-hour high water levels and the adjacent roadway shoulder.

4.1.3 Area 3 – 18th Avenue Outfall

Issue: Erosion is present at the storm sewer outfall from 18th Avenue. There is localized flooding at the low points along 18th Avenue and Paulis Drive due to limited inlet and pipe capacity. 18 acres of existing impervious area lack adequate stormwater management prior to discharging to the Cannon River.

Corrective Action: With the area slated to develop further, construct a regional basin to provide stormwater management to NPDES standards for the post development impervious area. To mitigate the erosion at the outfall, pipe the stormwater from 18th Avenue to the proposed basin. Upsize the trunkline storm sewer along Paulis Drive and 18th Avenue to pass the 10-year 24-hour storm event and provide additional inlet capacity within the watershed to mitigate localized flooding issues. This project is projected to reduce TP discharge by approximately 52 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 7.4 tons per year, helping the City meet its WLA for the Cannon River.

4.1.4 Area 4 – Park Avenue

Issue: Localized flooding along 5th Street, 6th Street, and 7th Street is present due to limited pipe and inlet capacity. In the 100-year 24-hour event, backwater from the Cannon River fills the storm sewer and prevents drainage through the system.

Corrective Action: Upsize the storm sewer in the area to adequately convey the 10-year 24-hour event. Provide additional inlet capacity at the low points. To offset the increased rates to Crocker's Creek due to larger pipes, enhance an existing basin adjacent to the Faribault Chamber of Commerce to provide stormwater management to an untreated portion of the watershed. Confirm and establish appropriate emergency overflows out of the low points. This project is projected to reduce TP discharge by approximately 2.3 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 0.6 tons per year, helping the City meet its WLA for the Cannon River.

4.1.5 Area 5 – Homes in Floodplain

Issue: Residential properties reside in the FEMA floodplain adjacent to the Cannon River.

Corrective Action: Options include floodproofing the homes, constructing a levee, and purchasing the residential properties to convert the area to open space.

4.1.6 Area 6 – Division Street

Issue: XPSWMM modeling indicates flooding potential on Division Street and adjacent streets due to undersized storm sewer along 3rd Street SW.

Corrective Action: Upsize the storm sewer along 3rd Street SW through to the outfall at Crocker's Creek to provide adequate capacity to convey the 10-year event. Provide adequate inlet capacity on 3rd Street. To offset increased runoff rates to Crocker's Creek due to the increased storm sewer size, locate stormwater treatment infrastructure within the watershed. Ensure that adequate freeboard is provided between the overland flow elevations from the low points and adjacent home low opening elevations. This project is projected to reduce TP discharge by approximately 49 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 10.3 tons per year, helping the City meet its WLA for the Cannon River.

4.1.7 Area 7 – Former Lockerby Property

Issue: Approximately 87 acres drain to the Straight River without adequate stormwater treatment via the storm sewer outfall adjacent to the former Lockerby property.

Corrective Action: With the potential for future development on the former Lockerby property, construct a series of NURP basins on the former Lockerby property and within a drainage and utility easement to the south of the property to provide stormwater management for the post development impervious area within the watershed. This project is projected to reduce TP discharge by approximately 58 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 12.6 tons per year, helping the City meet its WLAs for the Cannon and Straight Rivers.

4.1.8 Area 8 – Mattson Street

Issue: The culvert under Mattson Street is undersized for its contributing watershed and has nearly blown out in the past. Erosion is present upstream of the culvert.

Corrective Action: Construct a basin upstream of Mattson Street, install an outlet control structure, replace the pipe under Mattson Street, and construct ditch checks as grade control in the ditches upstream of the pond. This project is projected to reduce TP discharge by approximately 22 lbs/yr, helping the City meet its WLA for Lake Byllesby. It is also projected to reduce TSS discharge by approximately 4.4 tons per year, helping the City meet its WLAs for the Cannon and Straight Rivers.

4.2 Future Modifications

The Citywide XPSWMM model may be used for stormwater analysis of existing conditions. As time and budget allows, the model may be updated for accuracy and consistency with as-built and survey data in the areas called out on **Figure 3 Assumptions Map**, as attached. As future developments occur, the model may be updated accordingly to reflect new drainage patterns, storm sewer, and ponding areas.

5. References

5.1 Citations

Brink, Philip and TenBrock, Mark (1995). Characteristic Width and Infiltration for Continuous SWMM. [online] Available at: https://www.chijournal.org/R183-17

Chow (1959). *Reference tables for Manning's n values for channels, closed conduits flowing partially full, and corrugated metal pipes*. [online] Available at: http://www.fsl.orst.edu/geowater/FX3/help/8_Hydraulic_Reference/Mannings_n_Tables.htm

Engineering Toolbox, (2004). *Manning's Roughness Coefficients*. [online] Available at: https://www.engineeringtoolbox.com/mannings-roughness-d_799.html

LMNO Engineering (2014). *Water Flowing (Discharging) Steadily from a Tank.* [online]. Available at: https://www.lmnoeng.com/TankDischarge.php.

Texas DOT (2019). *Basic Hydrology and Hydraulics*. [online] Available at: https://slideplayer.com/slide/13780266/

United States Environmental Protection Agency (2010). *EPA's Methodology to Calculate Baseline Estimates of Impervious Area (IA) and Directly Connected Impervious Area (DCIA) for Massachusetts Communities*. [online]. Available at: https://www3.epa.gov/region1/npdes/stormwater/ma/IA-DCIA-Calculation-Methodology.pdf.

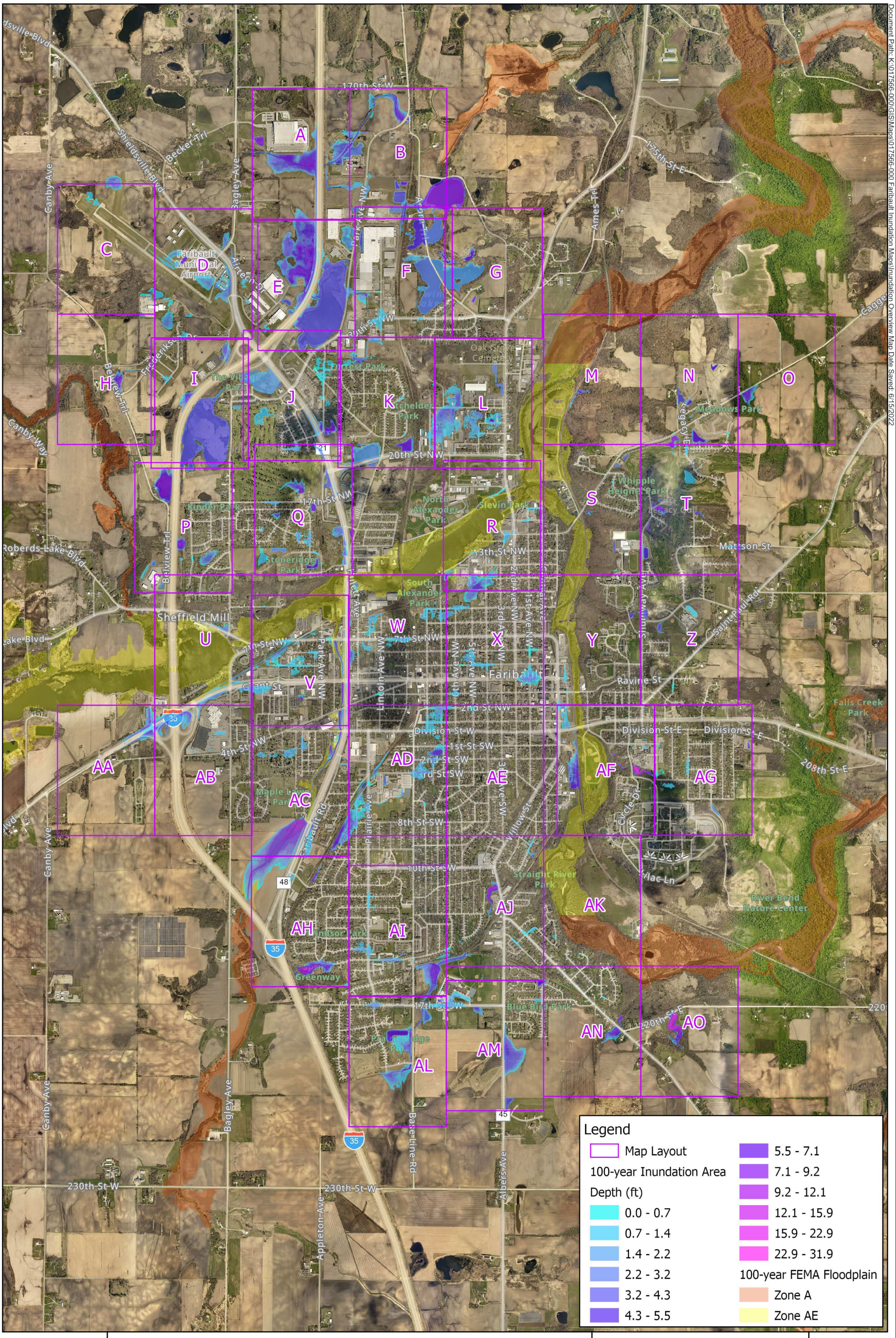
United States Environmental Protection Agency (2014). *Estimating Change in Impervious Area (IA) and Directly Connected Impervious Area (DCIA) for Massachusetts Small MS4 Permit*. [online]. Available at: https://www3.epa.gov/region1/npdes/stormwater/ma/MADCIA.pdf.

WSB & Associates (2017). *Northern Inlet to I-35W N Tunnel Hydrologic/Hydraulic Model*.

APPENDIX A

FIGURES

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Inundation Maps\Inundation Overview Map Date Saved: 6/15/2022



Legend

- Map Layout
- 100-year Inundation Area Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
  - 9.2 - 12.1
  - 12.1 - 15.9
  - 15.9 - 22.9
  - 22.9 - 31.9
- 100-year FEMA Floodplain
  - Zone A
  - Zone AE

City of Faribault

Figure 1 - 100-year Inundation Overview Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 2,500 Feet
1 inch = 2,500 feet

wsb

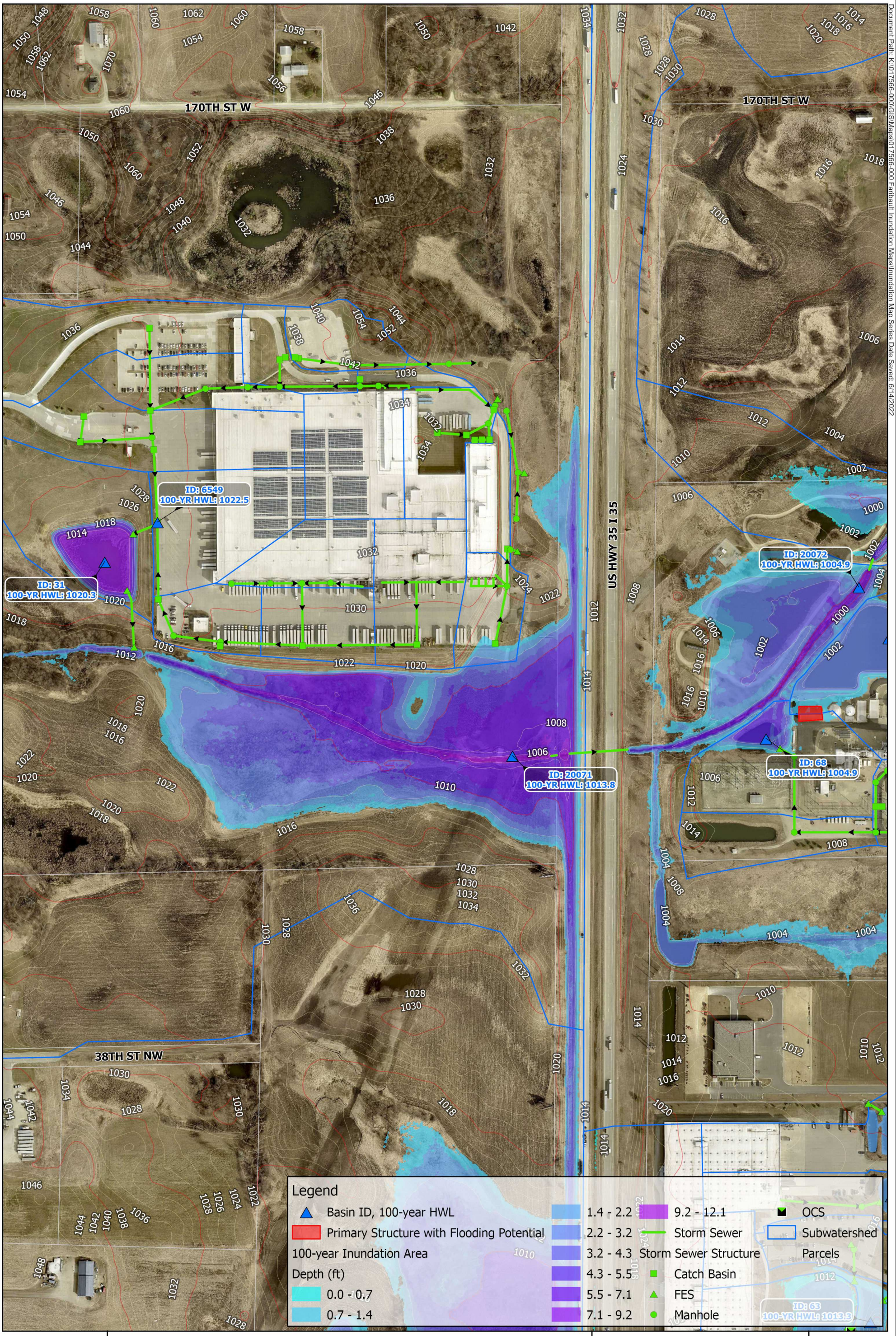


Figure 1_A - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

ID: 12
100-YR HWL: 999.7

ID: 20076
100-YR HWL: 996.3

ID: 20074
100-YR HWL: 999.6

ID: 20075
100-YR HWL: 998.2

ID: 11
100-YR HWL: 999.7

ID: 10
100-YR HWL: 1002.6

ID: 20073
100-YR HWL: 1002.2

ID: 2344
100-YR HWL: 1006.9

ID: 20072
100-YR HWL: 1004.9

ID: 34
100-YR HWL: 1004.9

ID: 2351
100-YR HWL: 1009.8

ID: 20077
100-YR HWL: 1008

ID: 20078
100-YR HWL: 1007.7

ID: 33
100-YR HWL: 1004.1

ID: 20220
100-YR HWL: 997.5

ID: 20079
100-YR HWL: 1005.1

ID: 32
100-YR HWL: 1005.8

ID: 65
100-YR HWL: 1010.5

ID: 20154
100-YR HWL: 1000

ID: 64
100-YR HWL: 1010.5

ID: 63
100-YR HWL: 1013.3

ACORN TRL
170TH ST W
43RD PL
PARK AVE NW
40TH ST NW
ALVEY TRL
ACORN TRL

Legend

Basin ID, 100-year HWL
Primary Structure with Flooding Potential
100-year Inundation Area
Depth (ft)
0.0 - 0.7
0.7 - 1.4
1.4 - 2.2
2.2 - 3.2
3.2 - 4.3
4.3 - 5.5
5.5 - 7.1
7.1 - 9.2
Storm Sewer
Storm Sewer Structure
Catch Basin
FES
Manhole
OCS
100-year FEMA Floodplain
Zone A
Subwatershed
Parcels

City Of Faribault

Figure 1_B - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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City of Faribault

Figure 1_C - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

wsb

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Inundation Maps\Inundation Map Series Date Saved: 6/14/2022

SHIELDSVILLE BLVD
LYNDALE AVE N
38TH ST NW
BAGLEY AVE
AIRTECH DR
AIRPORT DR W
AIRPORT DR
HANSON CT
HANSON AVE
FREDERIKSEN DR

ID: 5123
100-YR HWL: 1048.6

ID: 20060
100-YR HWL: 1046.1

ID: 72
100-YR HWL: 1046.6

ID: 5127
100-YR HWL: 1045.6

ID: 5126
100-YR HWL: 1045.6

ID: 5130
100-YR HWL: 1044.7

ID: 20061
100-YR HWL: 1047.6

ID: 20055
100-YR HWL: 1047.1

ID: 20062
100-YR HWL: 1045.6

ID: 20063
100-YR HWL: 1038.3

ID: 20065
100-YR HWL: 1045

ID: 20056
100-YR HWL: 1044.8

ID: 201
100-YR HWL: 1041.7

ID: 59
100-YR HWL: 1045.5

ID: 60
100-YR HWL: 1048.5

ID: 2134
100-YR HWL: 1037.8

ID: 20006
100-YR HWL: 1044.4

ID: 5703
100-YR HWL: 1043.4

ID: 5680
100-YR HWL: 1045.4

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_D - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

ID: 65
100-YR HWL: 1010.5

ID: 64
100-YR HWL: 1010.5

ID: 63
100-YR HWL: 1013.3

ID: 20104
100-YR HWL: 1012.6

ID: 20069
100-YR HWL: 1013.7

ID: 6007
100-YR HWL: 1010.5

ID: 9
100-YR HWL: 1010.2

ID: 5862
100-YR HWL: 1017.9

ID: 20064
100-YR HWL: 1031

ID: 2329
100-YR HWL: 1010.2

ID: 54
100-YR HWL: 1018.3

ID: 20070
100-YR HWL: 1010.2

ID: 20005
100-YR HWL: 1012.4

ID: 103
100-YR HWL: 1030.1

ID: 2306
100-YR HWL: 1012.5

SAGE WAY
I 35
PARK AVE NW
32ND ST NW
US HWY 35
AIRTECH DR
AIRTECH CT
AIRPORT DR
LYNDALE AVE N
CARDINAL LN
30TH ST NW

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_E - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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ID: 33
100-YR HWL: 1004.1

ID: 20079
100-YR HWL: 1005.1

ID: 32
100-YR HWL: 1005.8

ID: 65
100-YR HWL: 1010.5

ID: 20154
100-YR HWL: 1000

ID: 64
100-YR HWL: 1010.5

ID: 20221
100-YR HWL: 998.6

ID: 63
100-YR HWL: 1013.3

ID: 20081
100-YR HWL: 999.6

ID: 20219
100-YR HWL: 997.6

ID: 104
100-YR HWL: 1010.8

ID: 20217
100-YR HWL: 992.1

ID: 20080
100-YR HWL: 1007.1

ID: 20082
100-YR HWL: 1006.6

ID: 2084
100-YR HWL: 1010

ID: 76
100-YR HWL: 1011.4

ID: 26
100-YR HWL: 1015

ID: 6895
100-YR HWL: 1011.1

ID: 2090
100-YR HWL: 1012.6

ID: 2029
100-YR HWL: 1011.1

ID: 2025
100-YR HWL: 1011.1

ID: 2010
100-YR HWL: 1016

ID: 2091
100-YR HWL: 1014

ID: 20084
100-YR HWL: 1013.3

PARK AVE NW
ACORN TRL
32ND ST NW
INDUSTRIAL DR
30TH ST NW
8TH AVE NW
EDGAR PL
ROSE DR

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City of Faribault

Figure 1_F - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

ID: 20218
100-YR HWL: 990.6

ID: 20217
100-YR HWL: 992.1

ID: 20082
100-YR HWL: 1006.6

ID: 19
100-YR HWL: 1019.8

ID: 26
100-YR HWL: 1015

ID: 2094
100-YR HWL: 1020.9

ID: 2091
100-YR HWL: 1014

ID: 20083
100-YR HWL: 986.4

ALVEY TRL
ALVEY CT
ALEXANDER AVE
FARIBAULT BLVD
AMES TRL
ACORN TRL
CHESTNUT LN
8TH AVE NW
30TH ST NW
EDGAR PL
MILLIE AVE
2ND AVE NW
ROSE DR

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
  - 9.2 - 12.1
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City of Faribault

Figure 1_G - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

ID: 61
100-YR HWL: 1045.2

ID: 5699
100-YR HWL: 1035.6

ID: 20149
100-YR HWL: 1025.9

BELVIEW TRL

183RD ST W

MCKINSTRY ST

FREDERIKSEN DR

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- 100-year FEMA Floodplain
  - Zone A
- Subwatershed
- Parcels

City Of Faribault

Figure 1_H - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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ID: 5703
100-YR HWL: 1043.4

ID: 5680
100-YR HWL: 1045.4

ID: 20066
100-YR HWL: 1018.1

ID: 74
100-YR HWL: 1027.4

ID: 4209
100-YR HWL: 1018.3

ID: 20067
100-YR HWL: 1016

ID: 5699
100-YR HWL: 1035.6

ID: 5726
100-YR HWL: 1038.5

ID: 5732
100-YR HWL: 1036.5

ID: 5731
100-YR HWL: 1037.4

ID: 16
100-YR HWL: 1011.8

ID: 2172
100-YR HWL: 1017

ID: 20054
100-YR HWL: 1017.4

ID: 2188
100-YR HWL: 1019.7

ID: 204
100-YR HWL: 1028.9

ID: 20052
100-YR HWL: 1006.8

ID: 5286
100-YR HWL: 1015.7

ID: 5285
100-YR HWL: 1016.7

HANSON CT
HANSON AVE
FREDERIKSEN DR
AIRPORT DR W
LYNDALE AVE N
RAMSEY ST
GRAHAM ST
MCKINSTRY ST
DAVIS CIR
US HWY 35
I 35
GYPRESS DR
PEBBLE BEACH DR
PINE HURST DR
AUGUSTA DR
30TH ST NW
VILLAGE DR
WESTERN AVE N

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_I - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

ID: 103
100-YR HWL: 1030.1

ID: 2306
100-YR HWL: 1012.5

ID: 1976
100-YR HWL: 1013.3

ID: 16
100-YR HWL: 1011.8

ID: 2172
100-YR HWL: 1017

ID: 15
100-YR HWL: 1014.7

ID: 5274
100-YR HWL: 1013.2

ID: 202
100-YR HWL: 1028

ID: 20099
100-YR HWL: 1009.4

ID: 20002
100-YR HWL: 1011.8

ID: 20100
100-YR HWL: 1006.8

ID: 2231
100-YR HWL: 1019

ID: 20003
100-YR HWL: 1006.1

ID: 42
100-YR HWL: 999.1

AIRPORT DR
US HWY 35
I 35
CARDINAL LN
CARDINAL AVE
PARK AVE NW
30TH ST NW
GREENLEAF RD
RONDARWAL LN
WOODLAND DR
LYNDALE AVE N
PINE HURST DR
AUGUSTA DR
VILLAGE DR
LAVENDER PKWY
LAVENDAR DR
BARD AVE
GREEN DR
GREENHAVEN BAY
GREEN ST
BARD CT
LYNDALE CT

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
  - Subwatershed
  - Parcels

City Of Faribault

Figure 1_J - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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PARK AVE NW
30TH ST NW
INDUSTRIAL DR
EDGAR PL
8TH AVE NW
ROSE DR
GREENLEAF RD
WOODLAND DR
WOODHURST DR
FOREST LN
HULETT CT
HULETT AVE
CHASE DR
KENNEDY DR
CARDINAL AVE
BETHEL CT
20TH ST NW
24TH ST NW
8TH AVE NW

ID: 20084
100-YR HWL: 1013.3

ID: 2281
100-YR HWL: 1050.4

ID: 2277
100-YR HWL: 1029.4

ID: 2274
100-YR HWL: 1029.2

ID: 2256
100-YR HWL: 990.7

ID: 2433
100-YR HWL: 1007.5

ID: 20103
100-YR HWL: 997.6

ID: 20001
100-YR HWL: 994.5

ID: 1359
100-YR HWL: 970

ID: 7
100-YR HWL: 980.4

ID: 20102
100-YR HWL: 978.8

ID: 42
100-YR HWL: 999.1

ID: 20101
100-YR HWL: 996.3

ID: 20107
100-YR HWL: 996.8

ID: 20106
100-YR HWL: 996.1

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_K - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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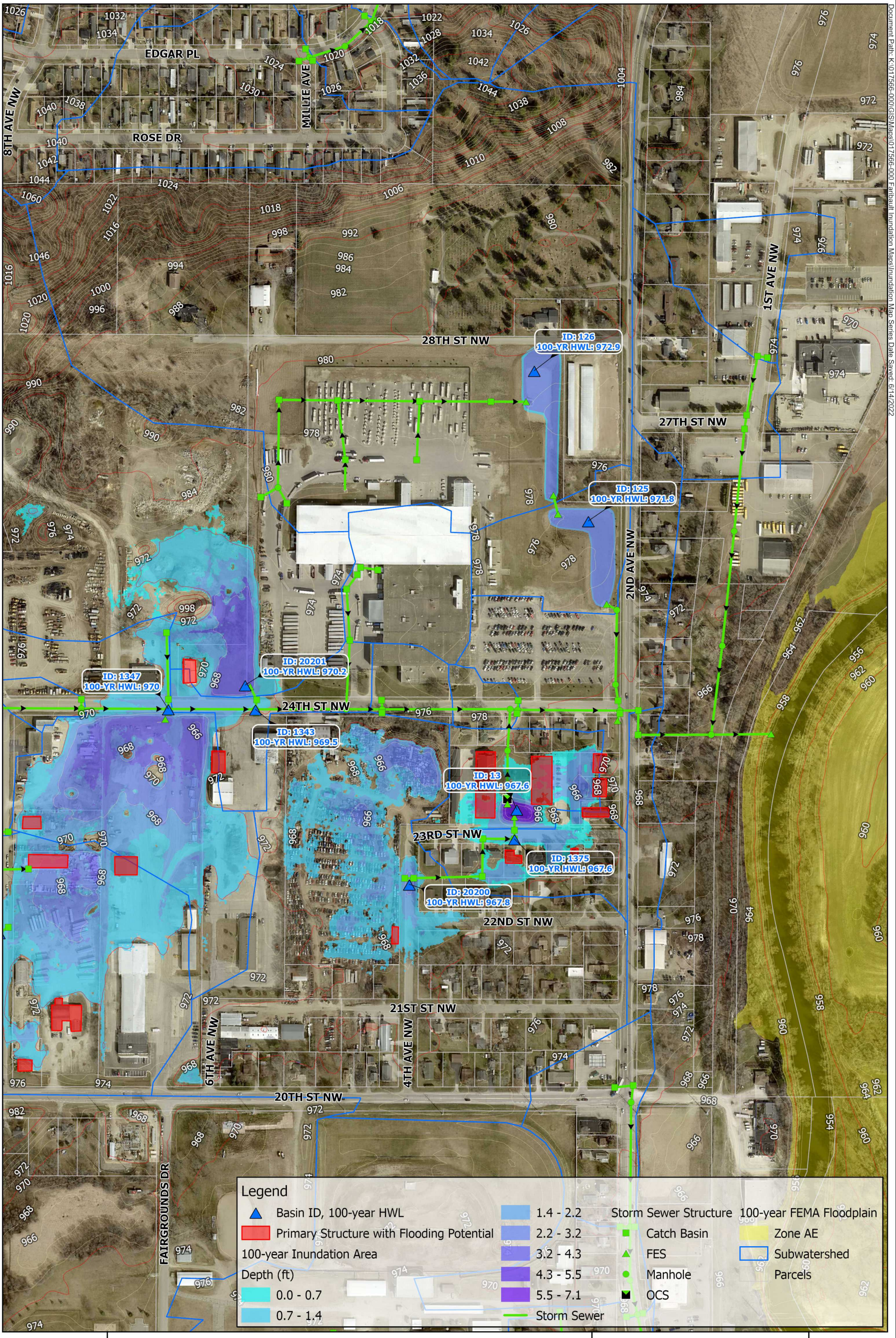

Figure 1_L - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

ID: 20182
100-YR HWL: 970.1

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- 100-year FEMA Floodplain
  - Zone A
  - Zone AE
  - Subwatershed
  - Parcels

Figure 1_M - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

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CABOT AVE
LEGACY DR
BLUESTEM CT
EAST VIEW DR
PRIMROSE LN
FOXTAIL LN
14TH ST NE
VIOLET LN
IVY WAY
GOLDENRAY DR

ID: 28
100-YR HWL: 1073.3

ID: 5055
100-YR HWL: 1097.2

ID: 18
100-YR HWL: 1069.6

ID: 20018
100-YR HWL: 1077.5

ID: 1249
100-YR HWL: 1086.2

ID: 1192
100-YR HWL: 1082

ID: 1172
100-YR HWL: 1087.3

ID: 4
100-YR HWL: 1089.9

ID: 1215
100-YR HWL: 1102.7

ID: 3
100-YR HWL: 1

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area

Depth (ft)

- 0.0 - 0.7
- 0.7 - 1.4
- 1.4 - 2.2
- 2.2 - 3.2
- 3.2 - 4.3
- 4.3 - 5.5
- 5.5 - 7.1
- 7.1 - 9.2

- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS

- 100-year FEMA Floodplain
- Zone A
- Subwatershed
- Parcels

City Of Faribault

Figure 1_N - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

CABOT AVE

CAGGER TRL

14TH ST NE

ID: 20186
100-YR HWL: 1091.4

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
  - 9.2 - 12.1
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_O - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

wsb

ID: 20068
100-YR HWL: 1009.2

ID: 2707
100-YR HWL: 1022.2

ID: 2721
100-YR HWL: 1029.4

ID: 20051
100-YR HWL: 1030.7

ID: 20053
100-YR HWL: 1045.7

ID: 2743
100-YR HWL: 1049.4

ID: 2760
100-YR HWL: 1053.8

ID: 2750
100-YR HWL: 1059.5

ID: 25
100-YR HWL: 1030.9

ID: 2765
100-YR HWL: 1054.3

ID: 5
100-YR HWL: 1056.3

ID: 23
100-YR HWL: 1029.4

ID: 24
100-YR HWL: 1035.1

BELVIEW TRL
17TH ST NW
JOHNNY RIDGE RD
I 35 US HWY 35
25TH AVE NW
24TH AVE NW
23RD AVE NW
WESTERN AVE N
15TH 1/2 ST NW
CARRIAGE CIR
CORNELL DR
CARRIAGE HILLS DR
BIRN-HILL DR
BIRN-HILL LN
WEST HILL ST
BAGLEY AVE

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- 100-year FEMA Floodplain
  - Zone A
- Subwatershed
- Parcels

City Of Faribault

Figure 1_P - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

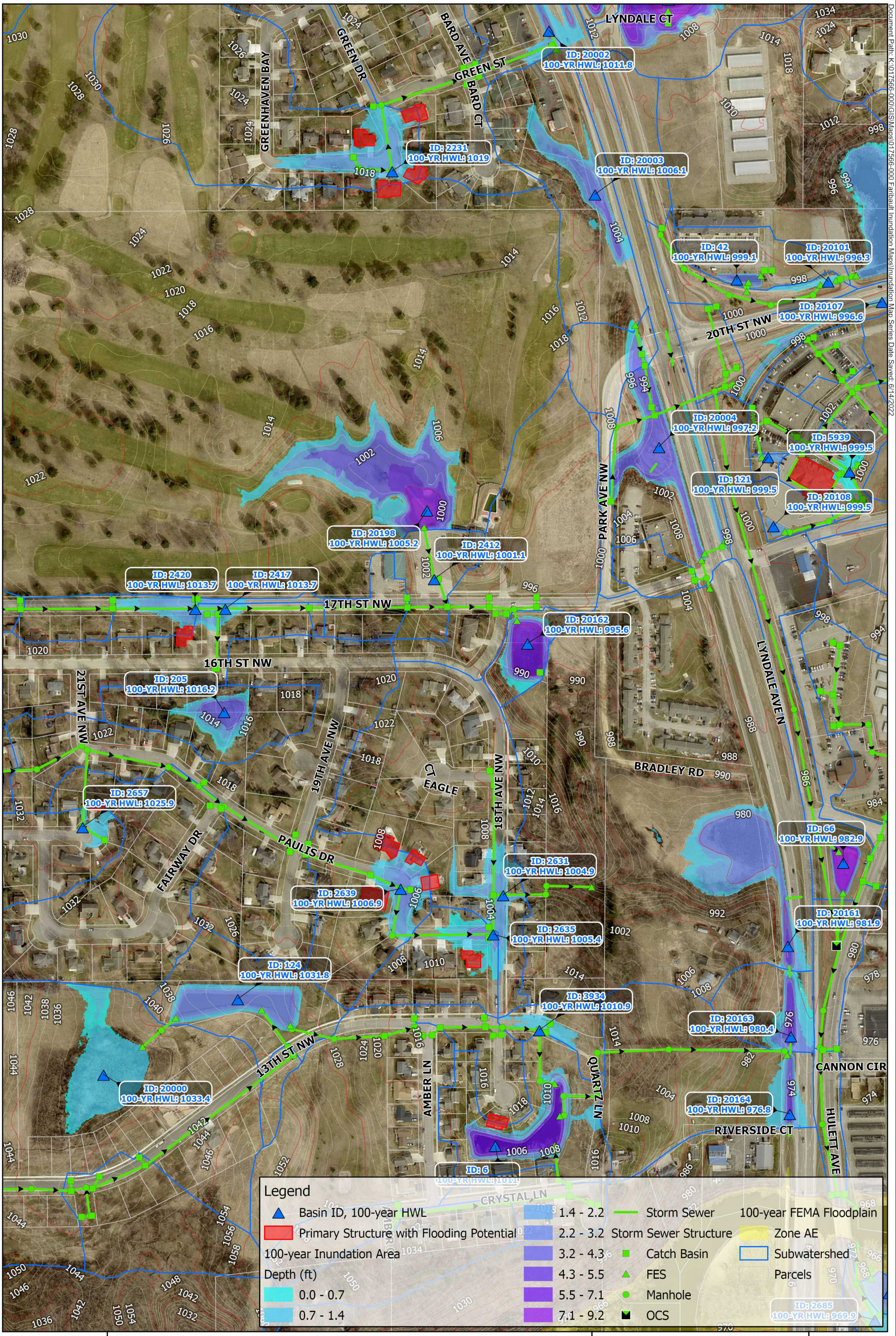

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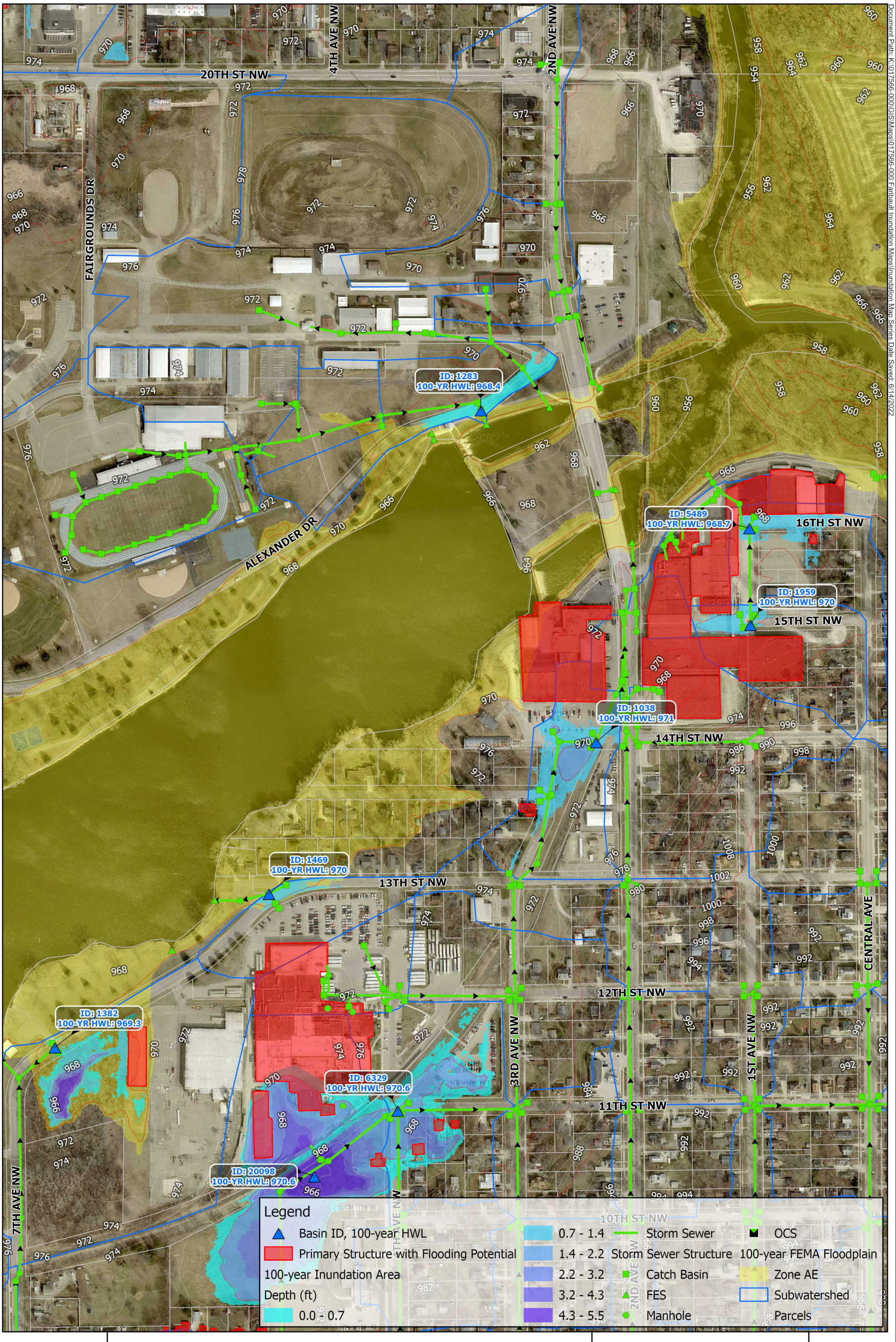
Figure 1_Q - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet



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City Of Faribault

Figure 1_R - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

wsb

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ID: 35
100-YR HWL: 1094.3

ID: 2
100-YR HWL: 1087.5

ID: 1148
100-YR HWL: 1076.4

ID: 20016
100-YR HWL: 980.6

ID: 37
100-YR HWL: 1079.6

ID: 85
100-YR HWL: 1061.2

14TH ST NE
SHUMWAY AVE
LITTLEFORD LN
BRECK CIR
WHIPPLE WAY
13TH ST NE
12TH ST NE
11TH ST NE
CENTRAL AVE
1ST AVE NE
SHUMWAY AVE

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- 100-year FEMA Floodplain
  - Zone AE
- Subwatershed
- Parcels

City of Faribault

Figure 1_S - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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ID: 1192
100-YR HWL: 1082

ID: 1215
100-YR HWL: 1102.7

ID: 4
100-YR HWL: 1089.9

ID: 1172
100-YR HWL: 1087.3

ID: 3
100-YR HWL: 1077.4

ID: 1177
100-YR HWL: 1089.4

ID: 36
100-YR HWL: 1100.4

ID: 62
100-YR HWL: 1083.8

ID: 20017
100-YR HWL: 1073.2

ID: 210
100-YR HWL: 1077.9

ID: 20013
100-YR HWL: 1104.4

ID: 209
100-YR HWL: 1084.8

ID: 73
100-YR HWL: 1098.4

ID: 2575
100-YR HWL: 1147.8

ID: 20014
100-YR HWL: 1146.3

14TH ST NE
IVY WAY
GOLDENRAY DR
CORNELIA CT
LEGACY DR
LEGACY CT
SHUMWAY AVE
11TH AVE NE
PEARL DR
CANDY LN
MATTESON ST
NEWHALL DR
MAPLE LN
SHUMWAY CT

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
  - 9.2 - 12.1
  - 12.1 - 15.9
  - 15.9 - 22.9
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
  - OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_T - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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City Of Faribault

Figure 1_U - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

wsb

Figure 1_V - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

City of Faribault

N

0 300 Feet

1 inch = 300 feet

wsb

ID: 20164
100-YR HWL: 976.8

ID: 6572
100-YR HWL: 969.6

ID: 2685
100-YR HWL: 969.9

ID: 5193
100-YR HWL: 975.3

ID: 20028
100-YR HWL: 974.9

ID: 5088
100-YR HWL: 976.9

ID: 5086
100-YR HWL: 977.8

ID: 20035
100-YR HWL: 975.6

ID: 20208
100-YR HWL: 981

ID: 1297
100-YR HWL: 985.6

ID: 20045
100-YR HWL: 983.7

ID: 20044
100-YR HWL: 984.2

ID: 1382
100-YR HWL: 969.3

ID: 1403
100-YR HWL: 975

ID: 1390
100-YR HWL: 975.9

ID: 1503
100-YR HWL: 977.5

ID: 4063
100-YR HWL: 1002.5

9TH ST NW
8TH ST NW
7TH ST NW
6TH ST NW
5TH ST NW
4TH ST NW
3RD ST NW
2ND ST NW
HWY 60 W
GEORGE L ST
HULETT AVE
FRANKLIN AVE
LINCOLN AVE NW
LYNDALE AVE N
CROSS AVE
IRVING AVE
7TH AVE NW
8TH AVE NW

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
- OCS
- 100-year FEMA Floodplain
  - Zone AE
- Subwatershed
- Parcels

City Of Faribault

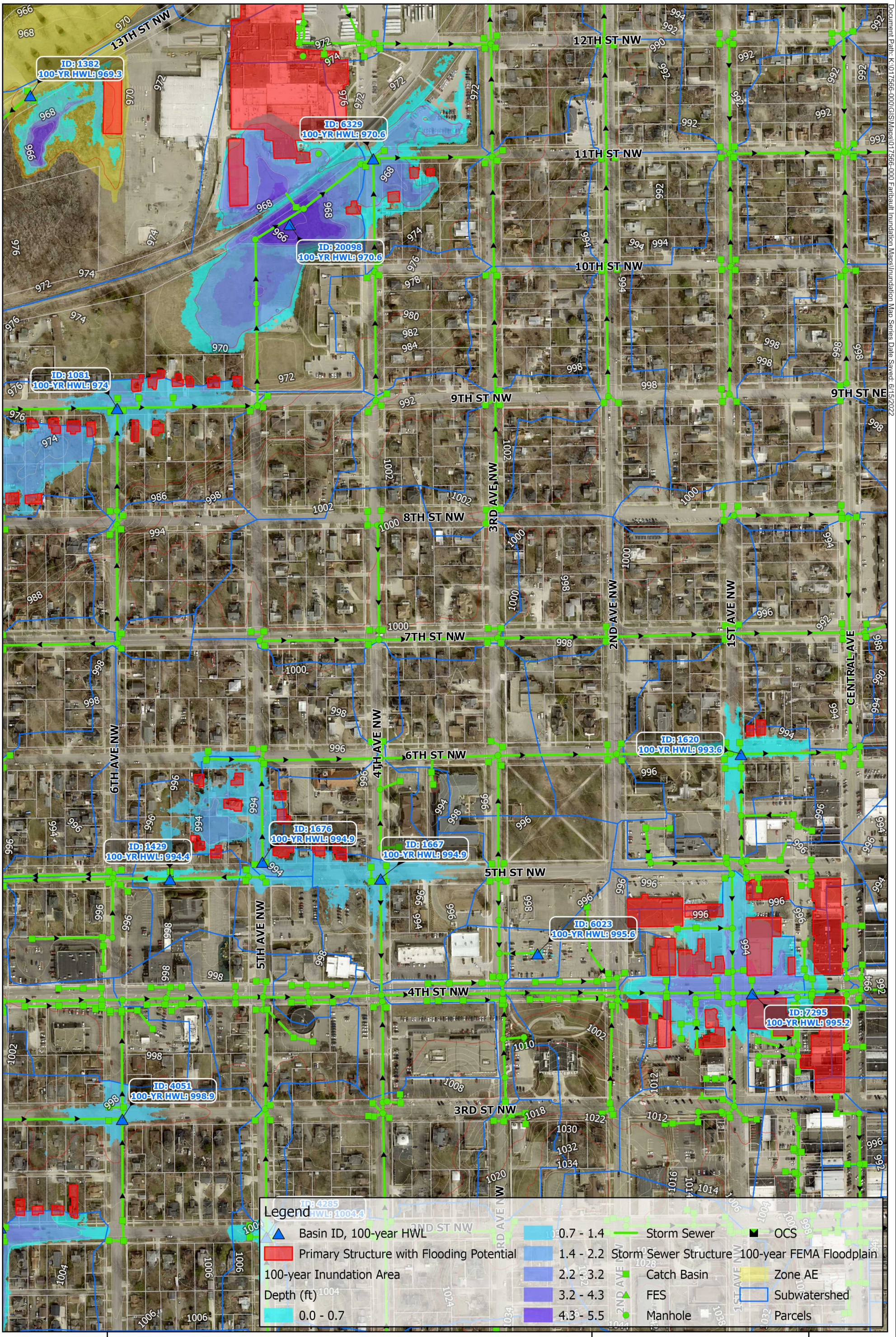
Figure 1_W - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb



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City Of Faribault

Figure 1_X - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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Figure 1_Y - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

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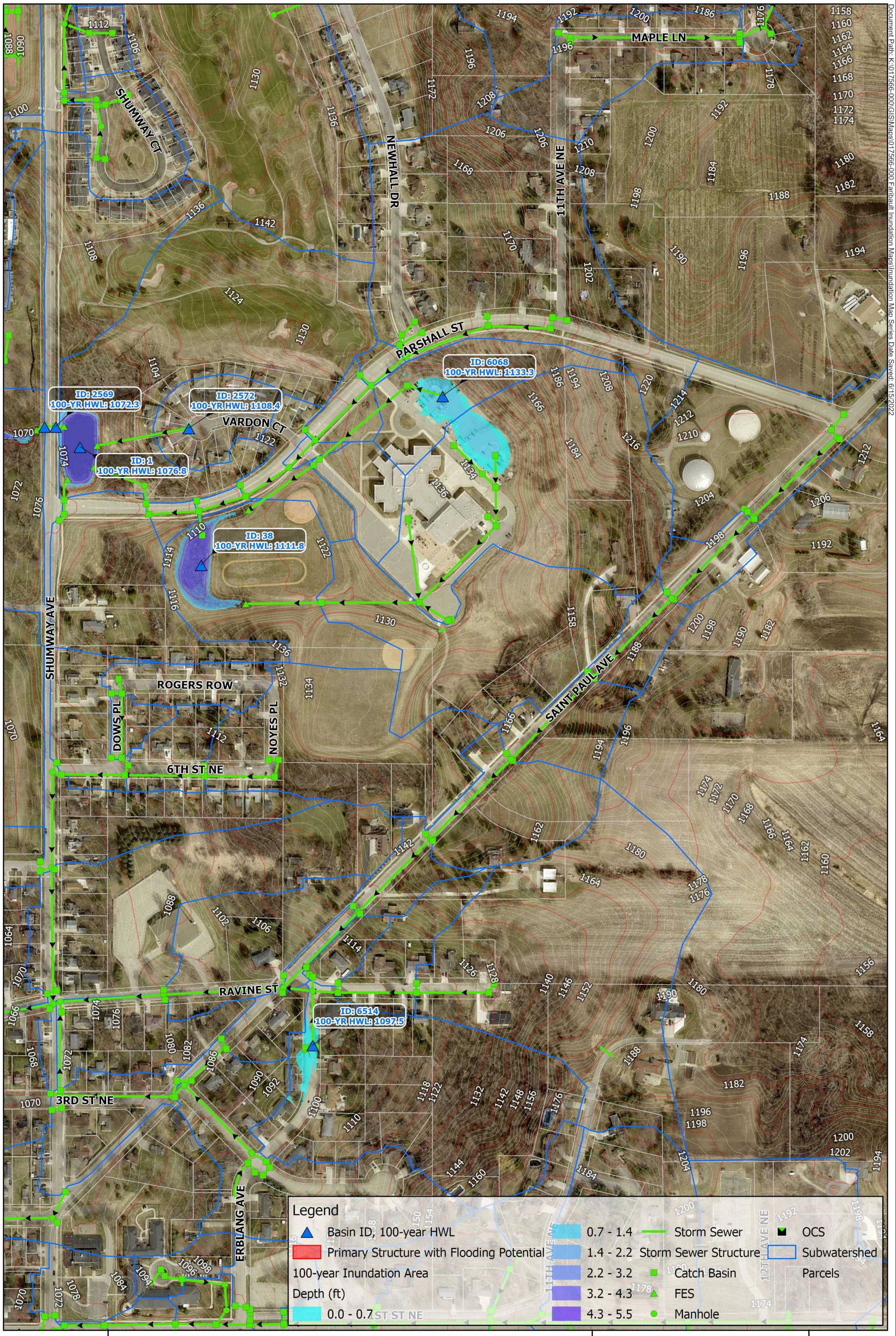

Figure 1_Z - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

ID: 20049
100-YR HWL: 984.3

ID: 206
100-YR HWL: 984.3

ID: 213
100-YR HWL: 984.4

ID: 20046
100-YR HWL: 1003.8

30TH AVE NW
LAKEVIEW DR
38TH AVE NW
HWY 60 W
CALVARY DR
I 35

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
- OCS
- 100-year FEMA Floodplain
  - Zone AE
- Subwatershed
- Parcels

City Of Faribault

Figure 1_AA - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

ID: 20008
100-YR HWL: 981.7

ID: 50
100-YR HWL: 981.7

ID: 20050
100-YR HWL: 982.6

ID: 208
100-YR HWL: 984

ID: 207
100-YR HWL: 984.3

ID: 206
100-YR HWL: 984.3

ID: 4353
100-YR HWL: 988.9

US HWY 35
HWY 60 W
BAKER TRL
I 35
WESTERN AVE N
SUNDET LN
23RD AVE NW
22ND AVE NW
4TH 1/2 ST NW
4TH ST NW
CALVARY DR
US HWY 35
BAGLEY AVE
WESTERN AVE S

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
- OCS
- 100-year FEMA Floodplain
  - Zone AE
- Subwatershed
- Parcels

City Of Faribault

Figure 1_AB - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

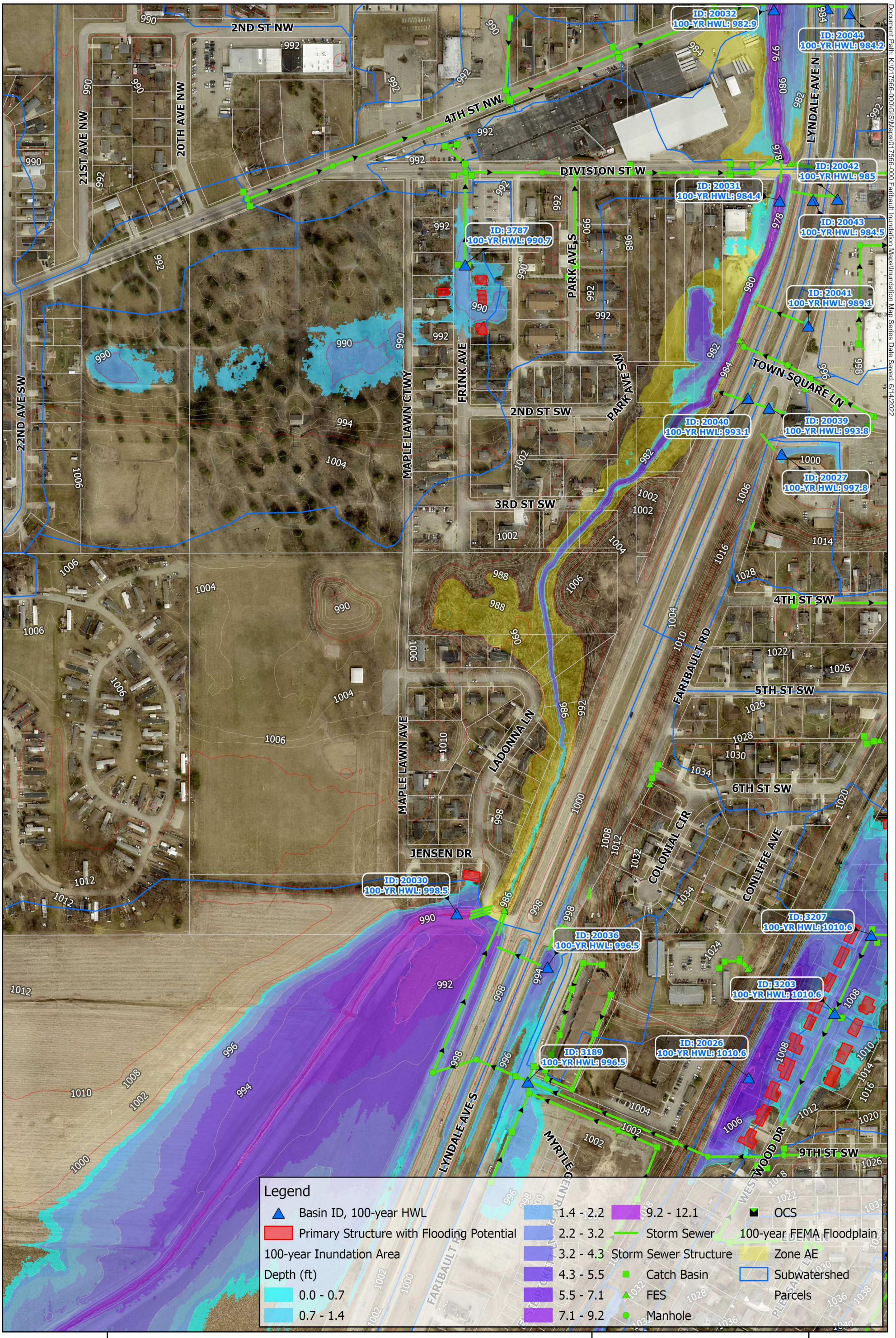

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Figure 1_AC - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

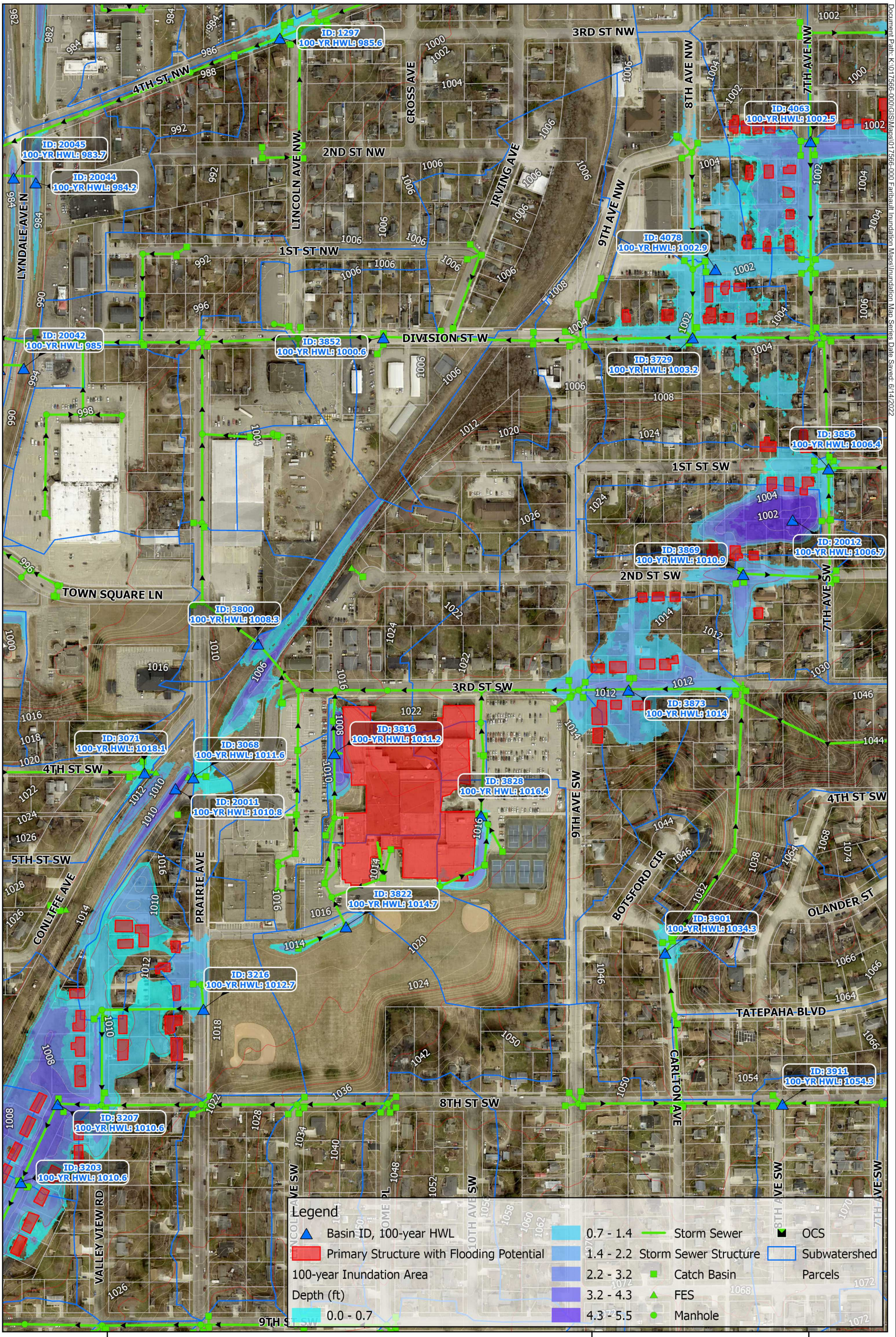

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Figure 1_AD - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

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ID: 4051
100-YR HWL: 998.9

ID: 4285
100-YR HWL: 1004.4

ID: 3856
100-YR HWL: 1006.4

ID: 3701
100-YR HWL: 1054.9

3RD ST NW
2ND ST NW
1ST ST NW
DIVISION ST W
1ST ST SW
2ND ST SW
3RD ST SW
4TH ST SW
5TH ST SW
8TH ST SW
9TH ST SW
6TH AVE NW
5TH AVE NW
4TH AVE NW
3RD AVE NW
2ND AVE NW
1ST AVE NW
CENTRAL AVE
7TH AVE SW
6TH AVE SW
5TH AVE SW
4TH AVE SW
3RD AVE SW
2ND AVE SW
1ST AVE SW
OLANDER ST
TATEPAHA BLVD
TYMAN PL
TOWER PL
POPLAR ST
WILLOW ST
FRANCIS ST
LIND ST
SHORT ST
RICE ST
GARFIELD PL
FAIRVIEW AVE
REED AVE
RIVER TRAIL LN

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
- OCS
- 100-year FEMA Floodplain
  - Zone AE
- Subwatershed
- Parcels

City Of Faribault

Figure 1_AE - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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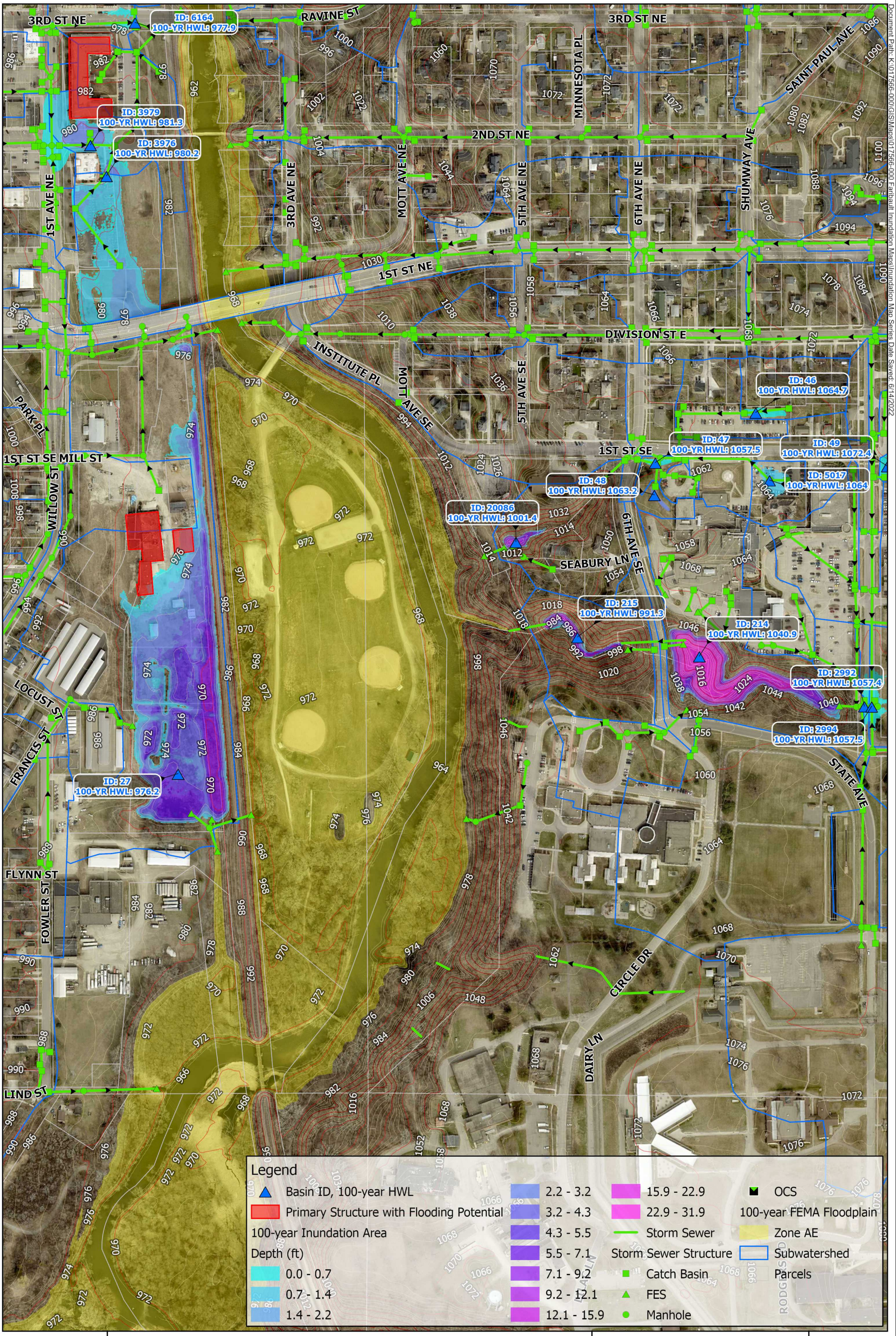

Figure 1_AF - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

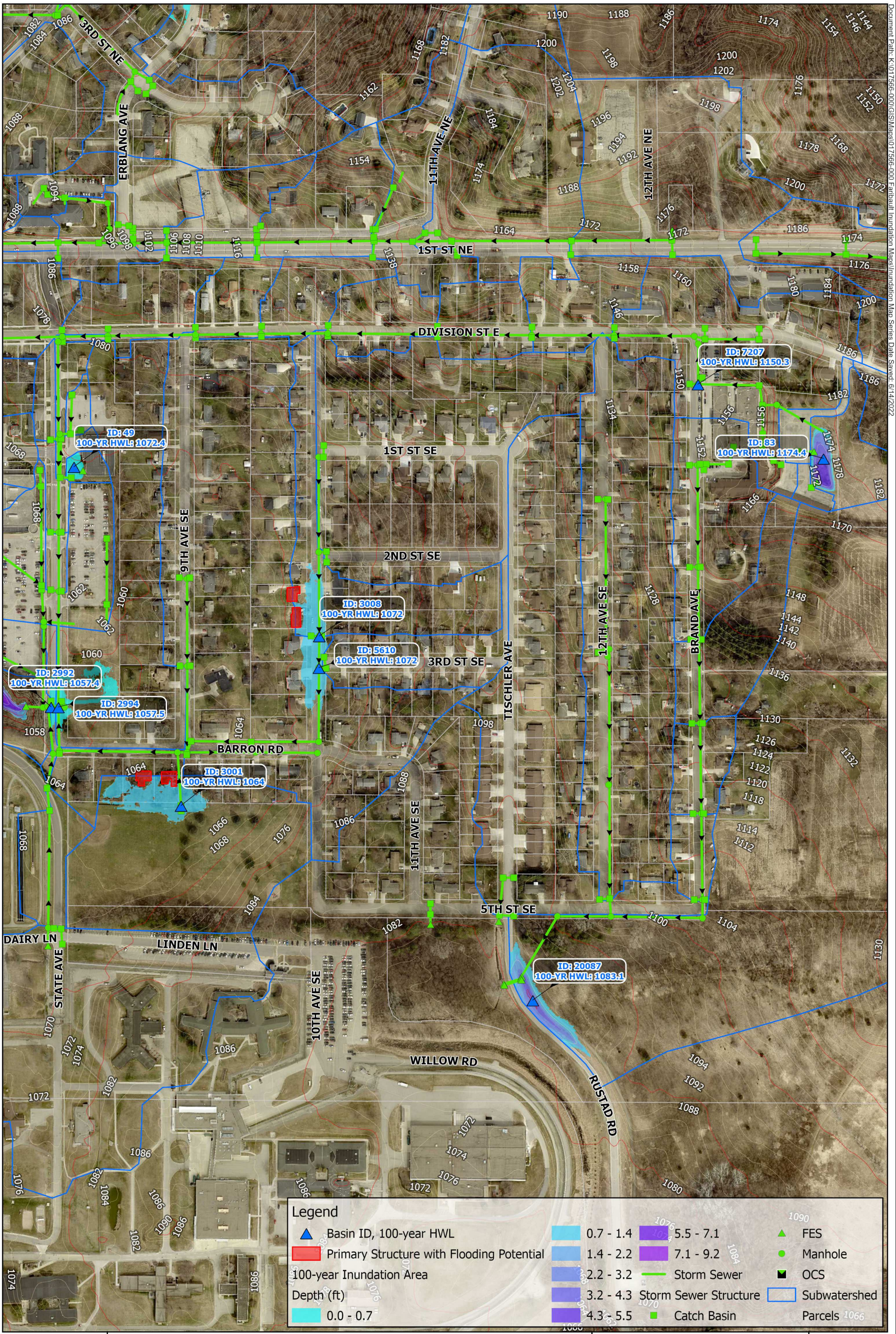

Figure 1_AG - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

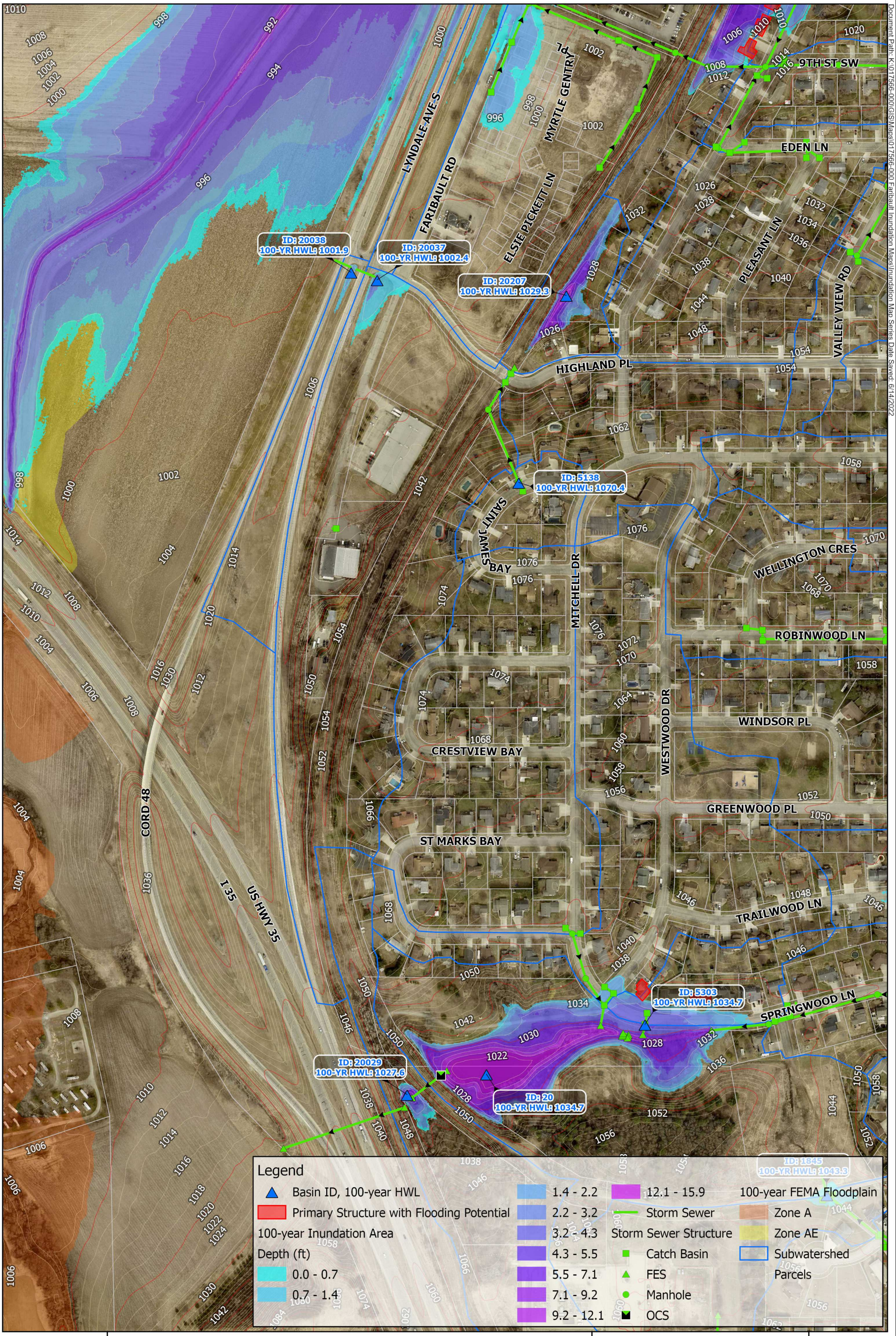

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Figure 1_AH - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

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EDEN LN
VALLEY VIEW RD
SHERWOOD CT
10TH ST SW
HIGHLAND PL
LAUREL CT
HOME PL
CARLTON AVE
8TH AVE SW
7TH AVE SW
11TH ST SW
MITCHELL DR
ID: 3279
100-YR HWL: 1052.1
ID: 3284
100-YR HWL: 1052.1
WELLINGTON CRES
12TH ST SW
ROBINWOOD LN
PRAIRIE AVE
ROSLYN RD
WELLINGTON AVE
9TH AVE SW
WINTER DR
WINDSOR PL
GREENWOOD PL
AUTUMN DR
SUMMER LN
ID: 1826
100-YR HWL: 1045.1
ID: 1706
100-YR HWL: 1039.3
TRAILWOOD LN
ID: 110
100-YR HWL: 1047
ID: 109
100-YR HWL: 1047
ID: 1818
100-YR HWL: 1045.1
ID: 20021
100-YR HWL: 1036.1
SPRING RD
ID: 1685
100-YR HWL: 1047.7
SPRINGWOOD LN
SPRING RD SW
DEERWOOD LN
ID: 1814
100-YR HWL: 1045.3
ID: 20094
100-YR HWL: 1047.9
MERRY WOOD CT
MERRYWOOD LN
FOXWOOD CT
ID: 1845
100-YR HWL: 1043.3
BRENTWOOD CIR
BRENTWOOD LN
ID: 5841
100-YR HWL: 1063.1
KINGSWOOD CRES
17TH ST SW
ID: 1866
100-YR HWL: 1055.8

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City Of Faribault

Figure 1_AI - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb

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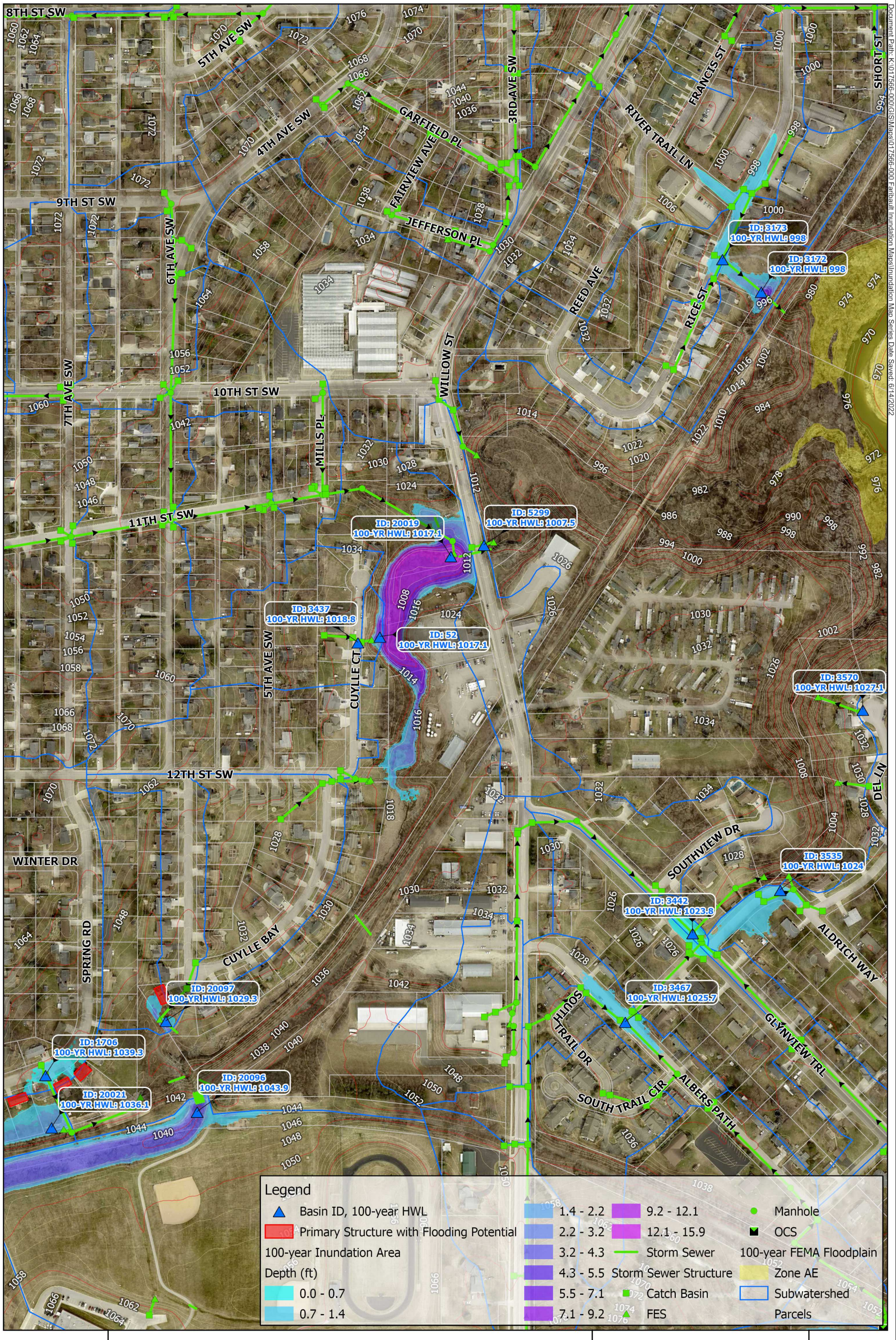


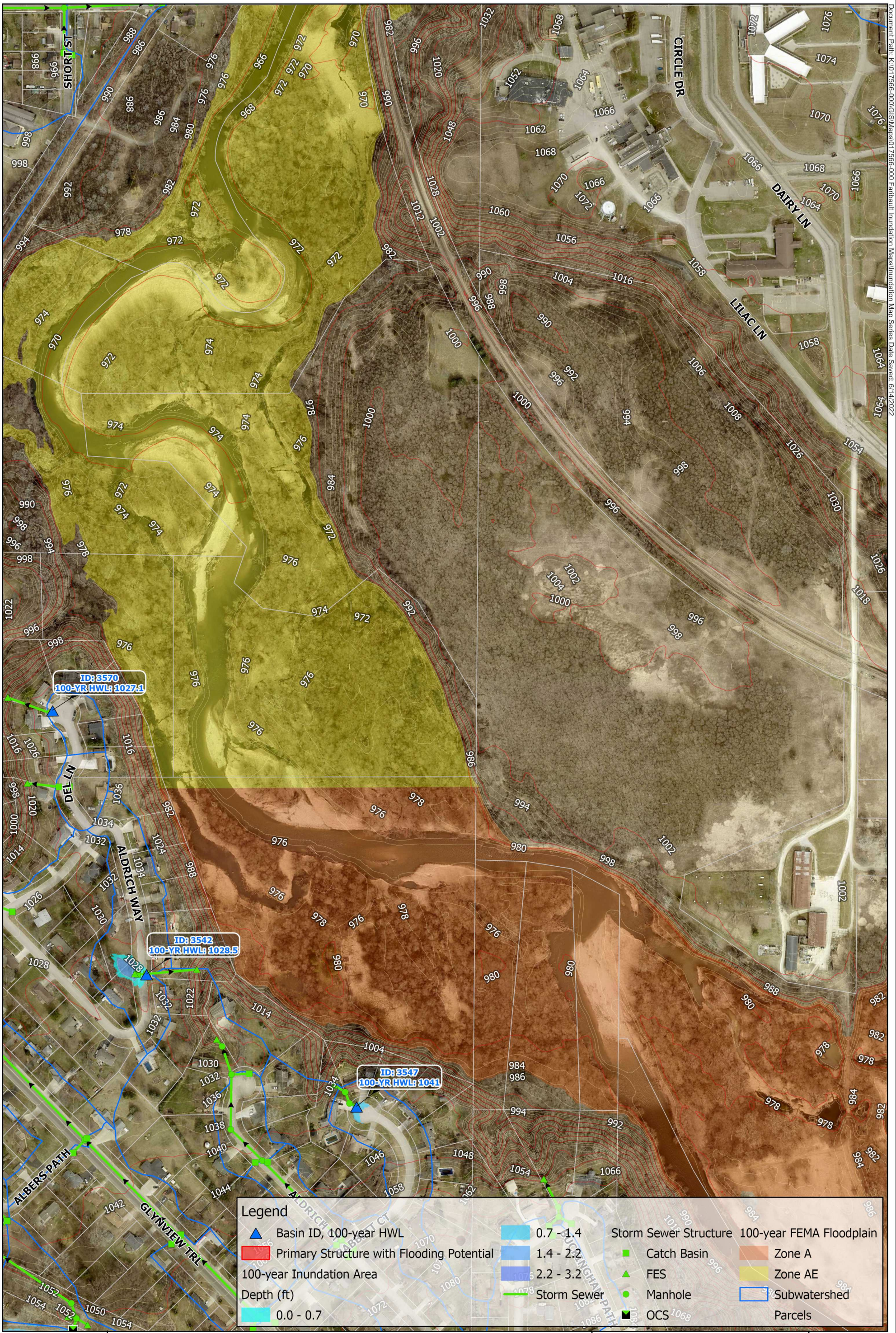
Figure 1_AJ - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet



City Of Faribault

Figure 1_AK - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

wsb

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City Of Faribault

Figure 1_AL - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

wsb

ID: 8
100-YR HWL: 1055

ID: 3505
100-YR HWL: 1059.4

ID: 3516
100-YR HWL: 1065.6

ID: 3519
100-YR HWL: 1069

ID: 20022
100-YR HWL: 1069.7

ID: 1693
100-YR HWL: 1065.1

ID: 20023
100-YR HWL: 1082.2

ID: 57
100-YR HWL: 1095

WILLOW ST
17TH ST SW
SUNSHINE LN
SUNBIRD LN
ALLEN LN
ALLEN PATH
ALLEN AVE
SUNBIRD DR
ALBERS AVE
MERCY DR

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.0 - 0.7
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
- Storm Sewer
- Storm Sewer Structure
- Catch Basin
- FES
- Manhole
- OCS
- Subwatershed
- Parcels

City of Faribault

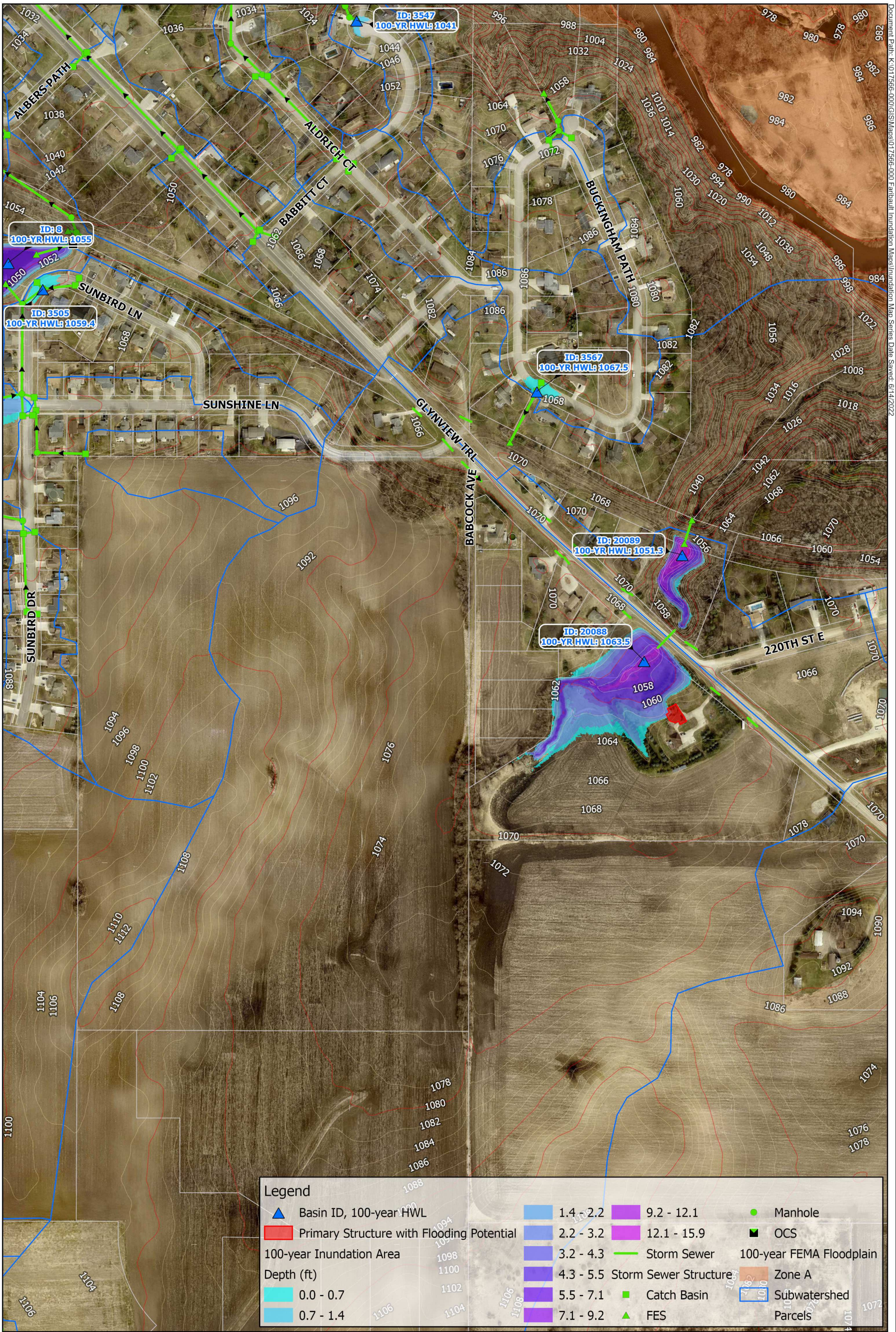
Figure 1_AM - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet
1 inch = 300 feet

wsb



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City of Faribault

Figure 1_AN - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 300 Feet

1 inch = 300 feet

wsb

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Inundation Maps\Inundation Map Series Date Saved: 6/14/2022

220TH ST E

GLYNVIEW TRL

ID: 20092
100-YR HWL: 1027.9

Legend

- Basin ID, 100-year HWL
- Primary Structure with Flooding Potential
- 100-year Inundation Area
- Depth (ft)
  - 0.7 - 1.4
  - 1.4 - 2.2
  - 2.2 - 3.2
  - 3.2 - 4.3
  - 4.3 - 5.5
  - 5.5 - 7.1
  - 7.1 - 9.2
  - 9.2 - 12.1
  - 12.1 - 15.9
  - 15.9 - 22.9
  - 22.9 - 31.9
- Storm Sewer
- Storm Sewer Structure
  - Catch Basin
  - FES
  - Manhole
- OCS
- 100-year FEMA Floodplain
  - Zone A
- Subwatershed
- Parcels

N

0 300 Feet

1 inch = 300 feet

Figure 1_AO - 100-year Inundation Map

017566-000 Citywide XPSWMM Model
City of Faribault, MN

Figure 2 - 10-year Event Storm Sewer Capacity Map

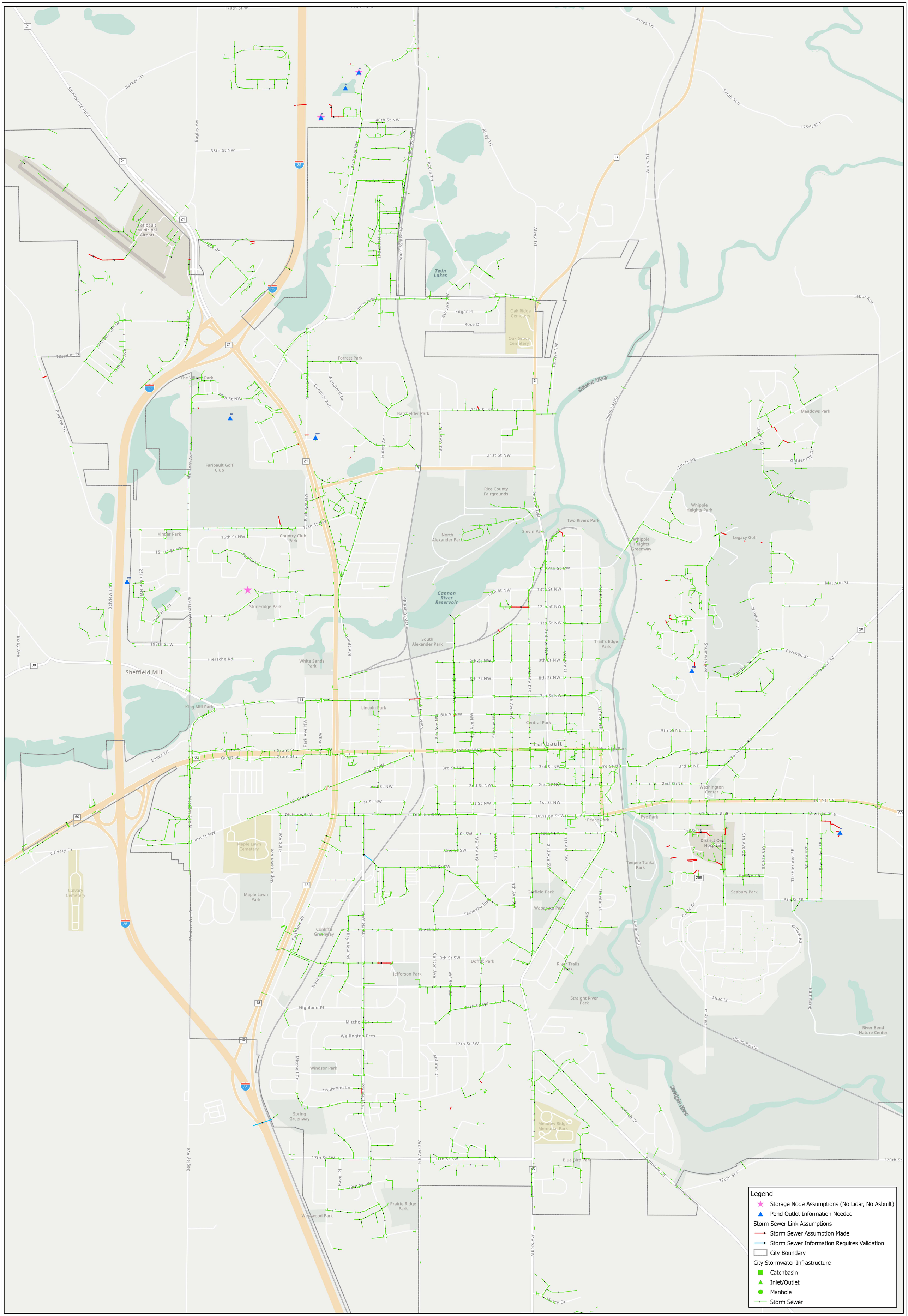
017566-000 Citywide XPSWMM Model
City of Faribault, MN

N

0 1,100 Feet
1 inch = 1,100 feet

wsb

Document Path: K:\017566-000\GIS\Maps\017566-000 Faribault Inundation Maps\Fig1_10YRStormSewerCapacityMap Date Saved: 6/15/2022


Legend
Storage Node Assumptions (No Lidar, No Asbuilt)
Pond Outlet Information Needed
Storm Sewer Link Assumptions
Storm Sewer Assumption Made
Storm Sewer Information Requires Validation
City Boundary
City Stormwater Infrastructure
Catchbasin
Inlet/Outlet
Manhole
Storm Sewer
Faribault
Faribault Municipal Airport
Faribault Golf Club
Rice County Fairgrounds
Twin Lakes
Cannon River Reservoir
Cannon River
Oak Ridge Cemetery
Oak Grove Cemetery
Forrest Park
The Village Park
Batchelder Park
Kinder Park
Country Club Park
Stoneridge Park
White Sands Park
King Mill Park
Lincoln Park
Central Park
Heritage Park
Meadows Park
Whipple Heights Park
Whipple Heights Greenway
Legacy Golf
Two Rivers Park
Slevin Park
North Alexander Park
South Alexander Park
Trail's Edge Park
Peace Park
Pye Park
Washington Center
District One Hospital
Seabury Park
Garfield Park
Wapacuta Park
Doffing Park
River Trails Park
Straight River Park
Teepee Tonka Park
Meadow Ridge Memorial Park
Blue Bird Park
Maple Lawn Park
Maple Lawn Cemetery
Calvary Cemetery
Conliffe Greenway
Spring Greenway
Prairie Ridge Park
Westwood Park
Jefferson Park
Highland Pl
Windsor Park
Sheffield Mill
Hiersche Rd
Becker Trl
Shieldsville Blvd
Bagley Ave
Belview Trl
Western Ave N
Western Ave S
Park Ave NW
Park Ave SW
Woodland Dr
Cardinal Ave
Hulett Ave
Prairie Ave
Walley View Rd
Westwood Dr
Mitchell Dr
Autumn Dr
Havel Pl
Carlton Ave
Frink Ave
Maple Lawn Ave
Faribault Rd
Tatepaha Blvd
Grant St
Division St W
Division St E
1st St NW
2nd St NW
3rd St NW
4th St NW
1st St SW
2nd St SW
3rd St SW
4th St SW
5th St SW
6th St SW
7th St SW
8th St SW
9th St SW
10th St SW
11th St SW
12th St SW
13th St SW
14th St SW
15 1/2 St NW
16th St NW
17th St NW
17th St SW
18th St SW
21st St NW
24th St NW
40th St NW
38th St NW
170th St W
183rd St W
198th St W
1st Ave NW
2nd Ave NW
3rd Ave NW
4th Ave NW
5th Ave NW
6th Ave NW
8th Ave NW
1st Ave SW
2nd Ave SW
3rd Ave SW
4th Ave SW
5th Ave SW
6th Ave SW
8th Ave SW
9th Ave SW
1st Ave NE
2nd Ave NE
3rd Ave NE
4th Ave NE
5th Ave NE
1st St NE
2nd St NE
3rd St NE
4th St NE
5th St NE
1st St SE
2nd St SE
3rd St SE
4th St SE
5th St SE
Ames Trl
Alvey Trl
Acorn Trl
175th St E
Cabot Ave
Edgar Pl
Rose Dr
Cedar Ridge Dr
Aspen Dr
Pheasant Dr
Bluff Hill Dr
Pauls Dr
Edgewood Ave
Union Pacific
CP Rail Systems
Cedar Ridge Dr
Legacy Dr
Goldenray Dr
Newhall Dr
Shumway Ave
Parshall St
Mattson St
Cabot Ave
Saint Paul Rd
Ravine St
Tischler Ave SE
Brand Ave SE
Circle Dr
Willow Rd
Ruslad Rd
Lilac Ln
Dairy Ln
Autumn Ct
Meadowview Trl
Albers Ave
Fowler St
Short St
Bixby Ave
Baker Trl
Calvary Dr
Mercy Dr
220th St E
220th St
Straight River
Bartlett Rd
Division St E
Grant St
Grant St
Grant St
4th St NW
4th St NW
4th St NW
Division St W
Division St W
Division St W
Division St E
1st St NE
1st St SE
Bartlett Rd
Parshall St
Saint Paul Rd
Ravine St
Union Pacific
Straight River
Dairy Ln
Lilac Ln
Ruslad Rd
Willow Rd
Circle Dr
Tischler Ave SE
Brand Ave SE
9th Ave SE
Shumway Ave
Newhall Dr
Mattson St
Legacy Dr
Goldenray Dr
14th St NE
Meadowview Trl
Autumn Ct
Albers Ave
Fowler St
Short St
Union Pacific
Cannon River
CP Rail Systems
Hulett Ave
Park Ave NW
Park Ave SW
Woodland Dr
Cardinal Ave
Western Ave N
Western Ave S
Bagley Ave
Belview Trl
Shieldsville Blvd
Becker Trl
Hiersche Rd
Sheffield Mill
Baker Trl
Calvary Dr
Bixby Ave
Mercy Dr
Wellington Cres
Highland Pl
Mitchell Dr
Trailwood Ln
Prairie Ave
Havel Pl
Autumn Dr
Carlton Ave
Frink Ave
Maple Lawn Ave
Faribault Rd
Tatepaha Blvd
Conliffe Greenway
Spring Greenway
Prairie Ridge Park
Westwood Park
Jefferson Park
Highland Pl
Windsor Park
Sheffield Mill
Hiersche Rd
Becker Trl
Shieldsville Blvd
Bagley Ave
Belview Trl
Western Ave N
Western Ave S
Park Ave NW
Park Ave SW
Woodland Dr
Cardinal Ave
Hulett Ave
Prairie Ave
Walley View Rd
Westwood Dr
Mitchell Dr
Autumn Dr
Havel Pl

APPENDIX B

TECHNICAL MODELING

Appendix Ba.

Conduit Factors

Table 1. Entrance Loss Coefficients[1]

Type of Culvert and Inlet Design	RCP Coefficient, Ke	CMP Coefficient, Ke	Box RCP (Assume no wingwalls) Coefficient, Ke
Projecting from fill, socket end (groove-end)	0.2		
Projecting from fill, sq. cut end	0.5	0.9	
Groove-End Headwall	0.2		
Square-Edge Headwall	0.5	0.5	0.5
Rounded	0.2		0.2
Mitered to conform to fill slope	0.7	0.7	
End section conforming to fill slope	0.5	0.5	
Beveled Edges	0.2	0.2	
Side or slope tapered inlet	0.2	0.2	

[1] Source: Environmental Protection Agency (2015). *Storm Water Management Model User's Manual Version 5.1*. Page 189.

Exit Losses: Modeling Culverts, Chapter 6, Page 27,
http://jon.sdsu.edu/protected18/cive530_HECRAS_RM_06.pdf

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
1038	Street Low Point	-	Catch Basin	18	957.01	0	957.01	961.54	7.57	970.00	10.70	970.97	6.62
1148	Street Low Point	-	Catch Basin	21	1068.12	0	1068.12	1069.50	6.40	1075.53	14.90	1076.42	35.32
1172	Street Low Point	-	Catch Basin	24	1079.15	0	1079.15	1080.49	7.10	1083.22	18.40	1087.28	30.26
1177	Street Low Point	-	Catch Basin	27	1083.10	0	1083.10	1084.54	6.08	1086.62	15.96	1089.39	38.36
1192	Street Low Point	-	Catch Basin	18	1074.35	0	1074.35	1079.53	6.57	1081.82	12.86	1081.99	31.91
1215	Street Low Point	-	Catch Basin	18	1096.40	0	1096.40	1097.80	5.51	1098.99	11.20	1102.69	24.39
1249	Backyard Low Point	-	Catch Basin	21	1078.36	0	1078.36	1079.37	4.07	1080.28	9.94	1086.17	17.41
1297	Street Low Point	-	Catch Basin	18	980.06	0	980.06	980.74	1.71	985.22	7.45	985.60	28.87
1429	Street Low Point	-	Catch Basin	30	983.06	0	983.06	983.85	3.14	984.69	7.35	994.35	14.17
1564	Street Low Point	-	Catch Basin	15	977.13	0	977.13	978.06	1.94	979.06	4.48	979.82	26.76
1667	Street Low Point	-	Catch Basin	24	989.04	0	989.04	989.58	1.54	994.67	15.04	994.92	11.47
1676	Street Low Point	-	Catch Basin	15	988.58	0	988.58	988.85	0.39	994.38	6.98	994.90	30.95
1685	Street Low Point	-	Catch Basin	24	1042.38	0	1042.38	1044.31	3.50	1044.99	8.17	1047.69	19.67
1693	Street Low Point	-	Catch Basin	48	1055.50	0	1055.50	1058.95	57.02	1061.56	99.32	1065.10	287.06
1706	Street Low Point	-	Catch Basin	24	1034.01	0	1034.01	1035.13	5.44	1036.36	15.05	1039.33	42.01
1814	Street Low Point	-	Catch Basin	18	1039.32	0	1039.32	1042.27	6.86	1043.87	8.13	1045.32	21.73
1826	Street Low Point	-	Catch Basin	24	1038.42	0	1038.42	1040.33	11.53	1043.74	45.93	1045.08	191.95
1845	Backyard Low Point	-	Catch Basin	36	1035.85	0	1035.85	1037.69	15.21	1039.83	47.44	1043.34	81.39
1866	Street Low Point	-	Catch Basin	30	1045.67	0	1045.67	1047.00	8.77	1050.59	26.45	1055.78	43.74
1903	Street Low Point	-	Catch Basin	18	1052.29	0	1052.29	1052.62	1.11	1053.19	2.94	1055.28	7.83
1907	Street Low Point	-	Catch Basin	48	1050.42	0	1050.42	1053.10	18.75	1054.34	43.94	1058.54	102.93
1914	Street Low Point	-	Catch Basin	45	1053.21	0	1053.21	1054.00	3.36	1054.64	8.54	1059.01	26.12
1941	Street Low Point	-	Catch Basin	15	1055.57	0	1055.57	1056.42	2.25	1058.10	4.27	1059.00	8.82
2569	Street Low Point	-	Catch Basin	36	1068.81	0	1068.81	1070.68	17.24	1071.22	21.01	1072.31	25.94
2570	Street Low Point	-	Catch Basin	36	1068.19	0	1068.19	1070.15	18.78	1070.88	29.23	1071.99	46.78
2572	Street Low Point	-	Catch Basin	12	1104.21	0	1104.21	1105.45	2.94	1106.83	5.52	1108.42	13.48
2575	Street Low Point	-	Catch Basin	18	1143.34	0	1143.34	1143.59	1.80	1143.79	5.62	1147.82	16.70
2971	Ditch	-	Primary	27	1123.57	0	1123.57	1126.03	3.14	1126.24	6.09	1127.68	12.60
2992	Street Low Point	-	Catch Basin	45	1041.84	0	1041.84	1044.17	29.42	1046.75	67.39	1057.40	258.72
2994	Street Low Point	-	Catch Basin	45	1044.55	0	1044.55	1046.75	29.35	1048.63	67.24	1057.52	247.94
3001	Backyard Low Point	-	Catch Basin	18	1058.97	0	1058.97	1062.46	2.78	1063.50	7.33	1063.99	18.39
3008	Street Low Point	-	Catch Basin	15	1064.98	0	1064.98	1071.37	7.16	1071.67	18.23	1071.96	51.25
3068	Street Low Point	-	Catch Basin	12	1006.65	0	1006.65	1009.28	1.88	1010.51	3.74	1011.57	9.09
3071	Street Low Point	-	Catch Basin	12	1013.08	0	1013.08	1013.24	0.40	1014.18	2.55	1018.10	11.27
3172	Backyard Low Point	-	Primary	18	990.56	0	990.56	990.90	1.49	992.30	7.42	998.01	17.81
3173	Street Low Point	-	Catch Basin	18	991.02	0	991.02	991.64	1.48	993.42	6.98	998.03	35.97
3189	Street Low Point	-	Catch Basin	48	988.19	0	988.19	991.55	35.75	992.89	49.93	996.52	40.47
3203	Street Low Point	-	Catch Basin	24	995.10	0	995.10	1005.37	12.46	1008.96	20.85	1010.60	26.43
3207	Street Low Point	-	Catch Basin	24	995.20	0	995.20	1006.35	11.44	1008.96	39.11	1010.60	47.01
3279	Street Low Point	-	Catch Basin	18	1044.93	0	1044.93	1051.35	7.78	1051.87	27.60	1052.12	64.92
3299	Street Low Point	-	Catch Basin	18	972.40	0	972.40	974.04	6.24	977.03	16.31	977.43	49.89
3316	Street Low Point	-	Catch Basin	15	970.22	0	970.22	970.41	0.85	971.15	2.64	972.62	7.77
3347	Street Low Point	-	Catch Basin	18	969.90	0	969.90	970.09	0.25	971.28	2.37	975.33	12.40
3437	Street Low Point	-	Catch Basin	15	1015.10	0	1015.10	1015.35	0.70	1016.12	2.92	1018.78	10.41
3442	Street Low Point	-	Catch Basin	48	1014.47	0	1014.47	1016.98	36.99	1019.08	83.85	1023.76	297.82
3467	Street Low Point	-	Catch Basin	24	1019.66	0	1019.66	1025.13	26.65	1025.35	64.71	1025.74	208.25
3505	Street Low Point	-	Catch Basin	21	1054.36	0	1054.36	1055.26	3.46	1057.90	8.32	1059.43	39.95
3516	Street Low Point	-	Catch Basin	24	1059.01	0	1059.01	1061.11	11.50	1064.83	32.32	1065.59	79.06
3519	Street Low Point	-	Catch Basin	21	1063.54	0	1063.54	1065.47	10.01	1068.60	24.35	1068.99	55.53
3542	Street Low Point	-	Catch Basin	15	1024.60	0	1024.60	1024.96	3.46	1026.53	6.65	1028.55	10.97
3547	Street Low Point	-	Catch Basin	15	1036.51	0	1036.51	1037.21	1.71	1037.85	4.18	1041.00	9.76
3567	Street Low Point	-	Catch Basin	18	1063.39	0	1063.39	1064.09	1.60	1064.81	4.94	1067.53	11.09
3570	Street Low Point	-	Catch Basin	12	1025.20	0	1025.20	1025.45	1.19	1026.18	2.21	1027.14	4.50
3575	Street Low Point	-	Catch Basin	18	966.57	0	966.57	969.67	4.53	972.22	10.60	973.33	38.17
3701	Street Low Point	-	Catch Basin	15	1043.85	0	1043.85	1045.97	4.62	1052.10	14.22	1054.92	46.14

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
3729	Street Low Point	-	Catch Basin	36	993.29	0	993.29	995.39	14.33	1002.26	35.21	1003.24	51.99
3787	Street Low Point	-	Catch Basin	18	985.04	0	985.04	985.41	0.32	986.43	3.84	990.70	10.13
3800	Backyard Low Point	-	Primary	36	1003.51	0	1003.51	1006.68	36.78	1007.30	47.37	1008.27	111.28
3816	Backyard Low Point	-	Catch Basin	24	1003.33	0	1003.33	1008.53	20.26	1009.93	26.10	1011.24	40.23
3822	Backyard Low Point	-	Catch Basin	24	1009.60	0	1009.60	1010.10	1.94	1011.63	5.90	1014.66	24.38
3828	Street Low Point	-	Catch Basin	18	1005.57	0	1005.57	1010.59	3.60	1014.89	7.59	1016.41	13.99
3852	Street Low Point	-	Catch Basin	48	991.18	0	991.18	992.92	20.87	997.69	49.14	1000.56	61.85
3856	Street Low Point	-	Catch Basin	36	997.26	0	997.26	998.53	9.75	1004.87	27.17	1006.41	217.30
3869	Street Low Point	-	Catch Basin	24	1000.78	0	1000.78	1001.11	0.84	1009.61	36.42	1010.88	186.65
3873	Street Low Point	-	Catch Basin	36	1003.97	0	1003.97	1012.10	25.85	1013.51	54.23	1013.95	89.30
3901	Street Low Point	-	Catch Basin	18	1022.94	0	1022.94	1034.04	16.65	1034.17	38.34	1034.35	94.58
3911	Street Low Point	-	Catch Basin	15	1048.52	0	1048.52	1050.50	5.49	1054.11	16.15	1054.26	41.43
3976	Street Low Point	-	Catch Basin	24	969.40	0	969.40	969.83	-0.58	971.70	1.57	980.17	23.83
3979	Street Low Point	-	Catch Basin	36	970.80	0	970.80	972.68	17.68	974.00	36.78	981.30	59.07
4051	Street Low Point	-	Catch Basin	18	991.65	0	991.65	992.84	3.27	998.14	11.61	998.93	257.17
4063	Street Low Point	-	Catch Basin	18	994.46	0	994.46	994.96	1.11	1000.75	-0.67	1002.47	149.44
4078	Street Low Point	-	Catch Basin	18	995.64	0	995.64	996.44	2.44	1002.41	9.78	1002.90	22.94
4186	Street Low Point	-	Catch Basin	48	966.50	0	966.50	969.55	48.19	972.54	115.90	974.70	265.69
4285	Street Low Point	-	Catch Basin	15	997.67	0	997.67	998.37	1.66	1003.13	6.22	1004.44	20.78
4337	Street Low Point	-	Catch Basin	66	962.12	0	962.12	972.70	38.47	974.30	85.40	976.81	141.72
4353	Street Low Point	-	Catch Basin	42	980.63	0	980.63	982.70	16.05	984.19	31.35	988.86	66.30
4378	Ditch	-	Primary	18	976.69	0	976.69	977.85	4.24	980.27	11.52	981.74	55.88
5017	Street Low Point	-	Catch Basin	12	1058.00	0	1058.00	1059.26	3.00	1061.53	4.97	1063.95	5.56
5055	Backyard Low Point	-	Catch Basin	18	1092.11	0	1092.11	1094.53	6.43	1095.54	8.44	1097.20	11.20
5086	Street Low Point	-	Catch Basin	18	971.57	0	971.57	972.23	1.71	975.88	4.45	977.81	9.84
5088	Street Low Point	-	Catch Basin	21	971.26	0	971.26	972.40	4.84	976.66	15.11	976.90	45.43
5123	Street Low Point	-	Catch Basin	21	1045.41	0	1045.41	1046.49	4.50	1047.09	8.37	1048.58	17.07
5126	Ditch	-	Catch Basin	21	1038.12	0	1038.12	1039.01	3.37	1043.18	10.28	1045.58	13.63
5127	Ditch	-	Catch Basin	15	1039.19	0	1039.19	1039.34	0.02	1043.20	1.71	1045.58	-1.52
5130	Ditch	-	Catch Basin	24	1036.89	0	1036.89	1038.18	3.41	1041.75	10.35	1044.69	13.65
5138	Street Low Point	-	Catch Basin	15	1067.54	0	1067.54	1067.81	1.60	1068.70	3.66	1070.38	8.84
5299	Street Low Point	-	Catch Basin	18	1003.06	0	1003.06	1004.00	3.20	1004.75	7.04	1007.49	16.44
5303	Street Low Point	-	Catch Basin	15	1025.67	0	1025.67	1026.46	2.01	1028.68	4.70	1034.71	-11.53
5610	Street Low Point	-	Catch Basin	15	1062.84	0	1062.84	1070.15	7.23	1071.03	7.95	1071.96	8.65
5841	Street Low Point	-	Catch Basin	10	1057.00	0	1057.00	1058.40	2.56	1060.59	4.79	1063.12	8.36
5862	Street Low Point	-	Catch Basin	18	1015.00	0	1015.00	1017.69	14.14	1017.81	28.56	1017.94	53.19
6007	Street Low Point	-	Catch Basin	24	1006.30	0	1006.30	1007.85	4.78	1008.97	8.66	1010.51	17.46
6023	Street Low Point	-	Catch Basin	15	990.69	0	990.69	991.18	1.11	994.43	-3.87	995.64	3.97
6068	Street Low Point	-	Catch Basin	15	1128.54	0	1128.54	1129.67	3.30	1130.97	6.59	1133.28	9.47
6127	Street Low Point	-	Catch Basin	15	971.06	0	971.06	972.05	3.37	975.23	7.57	975.78	18.70
6164	Street Low Point	-	Catch Basin	18	967.03	0	967.03	968.04	3.47	968.80	7.39	977.91	15.46
6514	Street Low Point	-	Catch Basin	15	1091.35	0	1091.35	1095.21	6.14	1096.94	20.16	1097.46	30.29
7207	Street Low Point	-	Catch Basin	12	1147.28	0	1147.28	1148.09	1.62	1149.07	3.14	1150.33	3.93
1081	Street Low Point	-	Catch Basin	21	964.95	0	964.95	965.87	1.45	972.62	7.01	973.98	22.08
1283	Street Low Point	-	Catch Basin	36	961.47	0	961.47	963.78	5.10	968.09	14.27	968.37	42.88
1343	Street Low Point	-	Catch Basin	36	961.59	0	961.59	964.94	14.35	966.01	19.24	969.48	23.42
1347	Street Low Point	-	Catch Basin	12	964.70	0	964.70	966.86	3.63	968.28	-16.29	970.00	-71.07
1359	Street Low Point	-	Catch Basin	18	965.94	0	965.94	969.04	6.94	969.36	18.60	970.00	36.60
1375	Street Low Point	-	Catch Basin	12	958.90	0	958.90	964.06	-4.89	966.39	6.73	967.61	52.06
1382	Street Low Point	-	Catch Basin	18	966.21	0	966.21	966.52	1.08	967.53	5.07	969.31	-84.25
1390	Street Low Point	-	Catch Basin	42	968.60	0	968.60	969.59	7.13	970.72	23.16	975.89	80.76
1403	Street Low Point	-	Catch Basin	18	966.41	0	966.41	966.88	0.65	973.26	-8.06	974.98	28.47
1469	Street Low Point	-	Catch Basin	15	966.24	0	966.24	966.81	1.46	967.32	3.83	969.97	-3.93
1620	Street Low Point	-	Catch Basin	15	982.73	0	982.73	985.29	7.07	993.31	19.77	993.62	58.12
1959	Street Low Point	-	Catch Basin	15	963.79	0	963.79	964.49	1.67	969.61	4.35	970.02	11.93

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
1976	Street Low Point	-	Catch Basin	24	1007.03	0	1007.03	1012.20	11.94	1012.74	38.39	1013.34	96.72
2010	Street Low Point	-	Catch Basin	18	1011.65	0	1011.65	1012.56	1.49	1013.92	5.33	1015.99	13.21
2025	Street Low Point	-	Catch Basin	24	1005.96	0	1005.96	1010.12	17.79	1010.76	31.82	1011.07	107.28
2029	Street Low Point	-	Catch Basin	18	1006.31	0	1006.31	1010.69	21.59	1010.84	36.60	1011.07	67.44
2084	Street Low Point	-	Catch Basin	21	1005.54	0	1005.54	1009.29	10.19	1009.57	25.83	1010.03	93.90
2090	Street Low Point	-	Catch Basin	18	1007.99	0	1007.99	1008.71	1.13	1009.46	2.41	1012.59	6.96
2091	Backyard Low Point	-	Catch Basin	15	1009.00	0	1009.00	1009.54	1.13	1009.90	2.40	1013.96	6.94
2094	Street Low Point	-	Catch Basin	15	1020.00	0	1020.00	1020.14	0.34	1020.21	0.83	1020.94	2.08
2134	Street Low Point	-	Catch Basin	18	1035.33	0	1035.33	1036.37	3.69	1036.84	6.10	1037.85	10.48
2172	Street Low Point	-	Catch Basin	36	1011.68	0	1011.68	1013.54	13.10	1014.42	22.81	1016.96	46.64
2188	Street Low Point	-	Catch Basin	36	1013.46	0	1013.46	1014.65	8.82	1015.28	14.34	1019.67	28.33
2231	Street Low Point	-	Catch Basin	18	1011.84	0	1011.84	1017.64	5.91	1018.43	11.08	1019.01	32.06
2256	Street Low Point	-	Catch Basin	36	983.06	0	983.06	983.98	5.89	985.27	22.40	990.71	98.18
2274	Street Low Point	-	Catch Basin	15	1023.71	0	1023.71	1024.02	0.81	1025.10	4.34	1029.19	16.12
2277	Street Low Point	-	Catch Basin	18	1024.49	0	1024.49	1024.81	0.69	1025.40	2.98	1029.38	15.43
2281	Street Low Point	-	Catch Basin	21	1047.29	0	1047.29	1047.72	2.27	1048.63	6.18	1050.40	16.83
2306	Street Low Point	-	Catch Basin	18	1007.58	0	1007.58	1008.23	1.81	1010.33	6.13	1012.47	25.46
2329	Street Low Point	-	Catch Basin	12	1006.09	0	1006.09	1009.10	8.04	1009.19	14.62	1010.19	29.26
2344	Street Low Point	-	Catch Basin	15	1001.89	0	1001.89	1003.98	20.59	1005.23	34.70	1006.92	45.29
2351	Street Low Point	-	Catch Basin	10	1005.36	0	1005.36	1007.00	7.63	1009.06	6.59	1009.81	49.64
2412	Street Low Point	-	Catch Basin	15	995.85	0	995.85	997.91	10.50	998.91	14.70	1001.13	15.51
2417	Street Low Point	-	Catch Basin	18	1005.19	0	1005.19	1009.23	9.76	1012.82	12.44	1013.74	12.96
2420	Street Low Point	-	Catch Basin	18	1006.23	0	1006.23	1009.35	4.46	1012.74	12.13	1013.73	37.14
2433	Street Low Point	-	Catch Basin	18	1002.80	0	1002.80	1003.13	1.84	1004.23	5.73	1007.49	17.06
2631	Street Low Point	-	Catch Basin	36	997.25	0	997.25	1000.81	17.07	1003.84	42.16	1004.93	125.96
2635	Street Low Point	-	Catch Basin	24	998.42	0	998.42	1002.69	15.51	1004.20	23.96	1005.39	43.23
2639	Street Low Point	-	Catch Basin	24	999.57	0	999.57	1005.68	14.49	1006.60	38.05	1006.95	91.26
2655	Street Low Point	-	Catch Basin	15	1021.26	0	1021.26	1021.86	2.67	1022.35	5.18	1025.98	10.85
2657	Street Low Point	-	Catch Basin	15	1019.05	0	1019.05	1019.54	3.87	1020.47	7.80	1025.89	18.55
2685	Street Low Point	-	Catch Basin	21	965.05	0	965.05	966.57	1.76	966.86	5.16	969.87	-0.96
2707	Street Low Point	-	Catch Basin	15	1014.38	0	1014.38	1020.14	4.48	1021.38	15.68	1022.19	27.18
2721	Street Low Point	-	Catch Basin	18	1024.51	0	1024.51	1025.06	0.59	1025.65	3.17	1029.44	15.12
2743	Street Low Point	-	Catch Basin	18	1047.35	0	1047.35	1047.61	0.95	1048.27	3.07	1049.45	9.32
2750	Street Low Point	-	Catch Basin	36	1056.71	0	1056.71	1057.53	3.36	1058.15	7.84	1059.52	19.17
2760	Backyard Low Point	-	Catch Basin	24	1046.91	0	1046.91	1048.27	7.27	1049.72	19.14	1053.83	51.10
2765	Street Low Point	-	Catch Basin	12	1048.40	0	1048.40	1049.80	2.35	1053.20	5.93	1054.30	19.43
3323	Ditch	-	Primary	24	973.05	0	973.05	974.92	0.80	975.44	4.09	977.65	18.81
3342	Street Low Point	-	Catch Basin	18	973.70	0	973.70	974.12	0.39	975.23	3.20	976.88	16.97
3934	Street Low Point	-	Catch Basin	27	1006.80	0	1006.80	1008.56	4.09	1009.97	9.39	1010.91	45.17
4209	Street Low Point	-	Catch Basin	24	1012.60	0	1012.60	1015.03	15.71	1016.25	23.97	1018.34	61.02
5193	Backyard Low Point	-	Primary	15	972.14	0	972.14	973.91	0.39	974.78	2.84	975.32	44.63
5274	Street Low Point	-	Catch Basin	15	1009.52	0	1009.52	1012.33	4.26	1012.72	10.53	1013.17	10.97
5285	Street Low Point	-	Catch Basin	18	1013.54	0	1013.54	1014.25	2.06	1014.76	4.36	1016.65	9.86
5286	Street Low Point	-	Catch Basin	24	1013.13	0	1013.13	1013.98	3.53	1014.55	7.64	1015.75	17.81
5489	Street Low Point	-	Catch Basin	15	962.23	0	962.23	963.51	1.66	968.38	4.36	968.72	13.16
5680	Street Low Point	-	Catch Basin	21	1040.54	0	1040.54	1042.25	8.51	1044.46	14.04	1045.42	26.12
5699	Backyard Low Point	-	Catch Basin	48	1029.11	0	1029.11	1031.43	24.55	1033.28	46.40	1035.60	69.06
5726	Street Low Point	-	Catch Basin	42	1031.87	0	1031.87	1033.80	15.16	1035.27	29.38	1038.51	51.16
5731	Street Low Point	-	Catch Basin	48	1031.07	0	1031.07	1032.93	22.35	1034.35	42.23	1037.41	63.73
5732	Backyard Low Point	-	Catch Basin	48	1030.46	0	1030.46	1032.38	24.30	1033.88	45.65	1036.47	78.01
5939	Street Low Point	-	Catch Basin	12	995.40	0	995.40	996.58	4.07	997.64	7.06	999.53	12.56
6329	Street Low Point	-	Catch Basin	24	961.22	0	961.22	963.27	4.14	969.84	9.43	970.64	38.05
6549	Street Low Point	-	Catch Basin	42	1016.90	0	1016.90	1018.70	19.25	1019.72	36.93	1022.50	75.01
7295	Street Low Point	-	Catch Basin	12	984.54	0	984.54	986.96	36.36	991.32	86.66	995.25	364.31
5703	Backyard Low Point	-	Catch Basin	15	1041.30	0	1041.30	1042.56	3.87	1042.85	5.10	1043.42	6.23

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
1818	Street Low Point	-	Catch Basin	18	1039.50	0	1039.50	1042.43	3.30	1043.71	7.11	1045.07	-7.41
3284	Street Low Point	-	Catch Basin	18	1044.99	0	1044.99	1051.36	10.89	1051.87	20.42	1052.12	42.56
3216	Street Low Point	-	Catch Basin	15	1005.28	0	1005.28	1007.24	1.94	1011.87	4.98	1012.75	14.47
6895	Street Low Point	-	Catch Basin	15	1006.12	0	1006.12	1010.12	7.74	1010.76	11.03	1011.07	19.94
206	Ditch	-	EOF	n/a	978.50	0	978.50	982.47	8.46	982.77	42.61	984.32	89.79
207	Ditch	-	Primary	12	979.00	0	979.00	983.08	1.69	983.21	2.78	984.32	-26.74
208	Ditch	-	Primary	15	979.22	0	979.22	983.28	11.01	983.65	62.00	984.03	182.20
209	Ditch/Channel	-	EOF	n/a	1066.80	3.20	1070.00	1083.22	1.86	1083.70	14.52	1084.75	82.58
72	Infiltration Basin	7.06	OCS - 6" Orifice	15	1040.45	0	1040.45	1043.71	0.00	1045.00	0.00	1046.62	0.03
210	Channel	-	Primary	60	1068.00	0	1068.00	1070.42	45.86	1072.47	107.86	1077.91	310.25
211	Ditch	-	Primary	12	970.40	0.94	971.34	971.79	0.44	973.05	2.37	973.81	3.08
212	Stormwater Pond	3.19	Primary	15, 30	977.21	0	977.21	977.96	4.29	978.35	5.50	979.51	12.00
213	Ditch	-	Primary	12, 12, 12	981.00	0	981.00	983.48	25.26	983.75	55.45	984.36	126.62
31	Stormwater Pond	40.04	Primary	36	1011.00	4	1015.00	1016.77	20.27	1017.90	39.06	1020.35	79.88
214	Channel	-	Primary	24	1012.00	0	1012.00	1019.16	38.16	1027.46	59.29	1040.94	80.87
215	Channel	-	Primary	36	984.00	0	984.00	987.29	38.58	988.82	59.83	991.29	81.71
1	Stormwater Pond	41.34	Primary	24	1072.80	0	1072.80	1075.30	22.38	1075.86	57.14	1076.79	171.33
2	Stormwater Pond	8.66	Primary	12	1084.28	0	1084.28	1085.49	2.83	1086.66	4.95	1087.45	24.23
3	Stormwater Pond	59.59	OCS - Weir	36	1071.96	0.04	1072.00	1073.39	17.01	1074.75	47.51	1077.40	89.45
4	Stormwater Pond	48.04	Primary	21	1078.00	6.00	1084.00	1085.50	7.10	1086.75	21.30	1089.90	38.93
5	Stormwater Pond	25.88	Primary	24	1053.70	0	1053.70	1054.22	3.41	1054.92	6.35	1056.28	17.45
6	Stormwater Pond	23.91	Primary	18	1003.25	2.75	1006.00	1008.54	11.15	1009.94	12.31	1010.96	13.62
7	Stormwater Pond	73.55	Primary	12	976.00	0	976.00	976.42	-0.93	977.33	2.45	980.42	5.39
8	Stormwater Pond	65.66	Primary	24	1045.00	3.00	1048.00	1051.24	14.80	1053.81	35.81	1054.96	126.84
9	Stormwater Pond	6.16	Primary	30	1005.00	2.15	1007.15	1007.77	7.11	1008.75	10.67	1010.19	27.01
10	Stormwater Pond	19.02	OCS - Weir	18	1000.50	0.50	1001.00	1001.99	21.56	1002.30	37.91	1002.55	54.38
11	Stormwater Pond	8.46	OCS - Weir	15	996.00	1.00	997.00	997.94	8.26	999.30	15.18	999.70	33.81
12	Stormwater Pond	6.17	OCS - Weir	15	995.00	2.50	997.50	998.49	6.06	999.29	12.09	999.65	25.51
13	Stormwater Pond	39.78	Primary	27	958.70	3.60	962.30	962.91	3.72	963.85	8.78	967.61	25.37
15	Stormwater Pond	6.53	OCS - 6" Orifice	12	1007.01	3.95	1010.96	1012.83	6.18	1014.33	9.06	1014.74	29.35
16	Stormwater Pond	69.53	Primary	12	1007.92	0.06	1007.98	1009.66	1.89	1010.38	2.46	1011.78	3.38
18	Stormwater Pond	15.19	Primary	24	1065.56	0.44	1066.00	1066.85	6.37	1068.20	11.55	1069.55	51.88
19	Stormwater Pond	5.05	Primary	18	1018.00	0	1018.00	1018.38	0.88	1018.82	2.55	1019.81	7.63
20	Stormwater Pond	240.55	Primary	36	1019.78	0	1019.78	1024.35	42.79	1028.67	73.47	1034.71	101.94
22	Stormwater Pond	57.09	Primary	18	1047.00	3	1050.00	1051.40	7.49	1052.84	8.25	1055.28	35.11
23	Stormwater Pond	6.44	EOF	n/a	1028.00	0	1028.00	1028.82	0.00	1029.13	2.18	1029.38	17.07
24	Stormwater Pond	3.20	Primary	15	1029.00	4.70	1033.70	1033.87	0.55	1034.16	0.97	1035.09	8.88
25	Stormwater Pond	6.02	Primary	18	1026.00	2.50	1028.50	1028.89	0.93	1029.44	2.72	1030.94	7.59
26	Stormwater Pond	1.77	Primary	15	1013.50	0	1013.50	1013.80	1.14	1014.24	1.84	1015.02	4.66
32	Stormwater Pond	15.10	Primary	15	1003.00	0.15	1003.15	1004.41	2.98	1005.18	7.26	1005.84	49.58
34	Stormwater Pond	8.16	EOF	n/a	1000.00	2.00	1002.00	1002.49	0.00	1003.65	-110.08	1004.87	-78.17
35	Stormwater Pond	2.16	EOF	n/a	1092.00	0	1092.00	1092.44	0.00	1093.00	0.00	1094.30	0.00
36	Stormwater Pond	17.01	EOF	n/a	1099.50	0	1099.50	1099.83	5.06	1100.01	11.66	1100.36	30.24
37	Stormwater Pond	14.91	Primary	12	1074.00	3	1077.00	1078.35	5.16	1079.28	16.67	1079.62	42.91
38	Stormwater Pond	34.27	OCS - Weir	15	1107.90	1.10	1109.00	1110.03	10.83	1111.17	23.49	1111.80	78.84
54	Stormwater Pond	29.06	Primary	30	1014.10	0.10	1014.20	1016.35	18.50	1017.40	40.40	1018.29	117.48
62	Stormwater Pond	21.72	Primary	12	1079.70	0	1079.70	1080.69	2.38	1082.91	6.39	1083.76	30.01
68	Stormwater Pond	6.94	EOF	n/a	1001.00	0	1001.00	1001.88	13.98	1003.98	47.61	1004.87	39.54
73	Stormwater Pond	29.72	Primary	15	1092.84	2.06	1094.90	1096.52	2.05	1097.58	13.33	1098.44	57.06
74	Stormwater Pond	6.39	Primary	12	1023.00	0	1023.00	1025.30	5.06	1026.83	7.02	1027.36	27.91
76	Ditch	-	Primary	12	1008.10	0	1008.10	1010.37	2.69	1010.95	3.01	1011.45	7.34
83	Stormwater Pond	3.00	Primary	12	1172.00	0	1172.00	1172.80	1.62	1173.30	3.14	1174.43	3.93
85	Stormwater Pond	3.28	Primary	18	1060.00	0	1060.00	1060.47	4.01	1061.09	8.60	1061.22	16.44
103	Stormwater Pond	3.62	Primary	18	1028.39	0	1028.39	1029.11	2.10	1029.44	3.67	1030.06	6.84
202	Stormwater Pond	15.42	EOF	n/a	1027.00	0	1027.00	1027.32	2.47	1027.57	6.77	1027.99	19.17

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
203	Wetland	-	EOF	n/a	976.00	0	976.00	979.36	0.00	981.97	0.00	983.33	2.54
204	Backyard Low Point	-	Primary	12	1027.00	0	1027.00	1027.68	1.94	1028.14	2.65	1028.89	4.40
205	Backyard Low Point	-	EOF	n/a	1014.00	0	1014.00	1014.52	0.00	1015.11	0.00	1016.23	0.00
20000	Wetland	-	Primary	12	1030.00	0	1030.00	1030.79	0.00	1031.87	0.00	1033.39	7.51
20001	Stormwater Pond	24.47	Primary	12	990.00	3.16	993.16	993.40	0.32	993.70	0.92	994.46	3.06
20002	Ditch	-	Primary	24	1008.94	0	1008.94	1010.01	5.09	1010.88	11.84	1011.84	35.42
20003	Wetland	-	EOF	n/a	996.50	0	996.50	1005.28	6.11	1005.64	24.95	1006.14	69.00
20004	Ditch	-	Primary	18	993.45	0	993.45	994.10	-1.20	994.23	-2.18	997.25	6.81
20005	Ditch/Channel	-	Primary	48	1007.20	0	1007.20	1009.33	23.56	1010.43	49.68	1012.42	126.81
20006	Pond	10.14	Primary	15	1042.00	0	1042.00	1043.27	3.87	1043.71	5.10	1044.44	6.23
20007	Backyard Low Point	-	Primary	18	973.06	0	973.06	973.25	1.06	974.00	3.50	976.95	13.90
20008	Ditch	-	Primary	24	978.00	0	978.00	978.55	2.15	979.31	6.87	981.74	16.57
20009	Ditch	-	Primary	15	976.44	0	976.44	976.73	1.03	977.53	3.22	979.02	7.21
20010	Ditch	-	EOF	n/a	976.00	2.00	978.00	978.00	0.00	978.36	0.00	979.31	1.77
20011	Ditch	-	EOF	n/a	1008.00	0	1008.00	1009.28	0.00	1010.51	0.04	1010.75	17.20
20012	Backyard Low Point	-	Primary	12	1000.55	0	1000.55	1000.73	0.33	1004.81	-7.52	1006.74	167.79
20014	Ditch/Channel	-	Primary	24	1141.72	0	1141.72	1145.29	31.34	1145.71	64.59	1146.29	142.28
20017	Ditch/Channel	-	Primary	60	1057.50	0	1057.50	1058.83	48.22	1062.57	128.85	1073.25	349.26
20018	Stormwater Pond	21.32	Primary	21	1071.50	0.43	1071.93	1073.23	6.08	1074.71	15.47	1077.52	30.51
20019	Ditch/Channel	-	Primary	64	1003.51	0	1003.51	1008.25	122.81	1012.44	260.33	1017.09	626.09
20020	Channel	-	Primary	96	1046.10	0	1046.10	1048.41	45.45	1049.77	110.28	1052.33	278.27
20021	Backyard Low Point	-	Primary	30	1032.95	0	1032.95	1034.04	3.24	1035.13	7.14	1036.10	36.60
20022	Ditch	-	Primary	48	1061.58	0	1061.58	1064.97	55.29	1068.09	99.88	1069.74	214.55
20023	Ditch	-	Primary	12	1076.96	0	1076.96	1079.93	5.14	1081.08	6.48	1082.25	57.66
20024	Channel	-	Primary	42	1054.68	0	1054.68	1056.59	21.32	1059.25	67.08	1060.99	224.66
20025	Channel	-	Primary	96	1049.52	0	1049.52	1051.34	23.89	1052.62	72.17	1055.25	231.96
20207	Backyard Low Point	-	EOF	n/a	1021.27	0.73	1022.00	1025.22	0.00	1027.42	0.00	1029.28	5.84
20026	Backyard Low Point	-	EOF	n/a	1004.00	0	1004.00	1004.81	0.00	1005.71	-1.52	1010.60	-154.86
20027	Ditch	-	Primary	24	996.50	0	996.50	996.89	0.75	997.24	2.57	997.75	7.91
20028	Ditch	-	Primary	12	970.50	0	970.50	971.81	-1.26	973.73	2.47	974.91	3.26
20029	Ditch/Channel	-	Primary	40	1014.35	5.43	1019.78	1023.07	43.31	1024.92	74.77	1027.61	103.62
20035	Backyard Low Point	-	EOF	n/a	972.00	0	972.00	972.54	0.00	973.60	0.00	975.60	0.00
20036	Ditch	-	Primary	24	994.77	0	994.77	995.03	0.33	995.43	2.08	996.52	-18.66
20037	Ditch	-	Primary	36	999.74	0	999.74	1000.68	0.96	1001.08	5.34	1002.35	22.32
20038	Ditch	-	Primary	36	999.57	0	999.57	999.98	1.07	1000.59	5.98	1001.93	24.36
20039	Ditch	-	Primary	24	992.10	0	992.10	992.45	0.83	992.92	3.37	993.83	10.14
20040	Ditch	-	Primary	24	991.28	0	991.28	991.48	0.95	991.69	3.79	993.15	11.63
20041	Ditch	-	Primary	36	988.67	0	988.67	988.78	0.18	988.89	0.83	989.09	2.92
20042	Ditch	-	Primary	24	984.53	0	984.53	984.61	0.08	984.73	0.54	984.98	2.37
20043	Ditch	-	Primary	24	983.43	0	983.43	983.58	0.56	983.73	2.19	984.46	7.28
20044	Ditch	-	Primary	24	980.84	0	980.84	982.23	1.72	982.91	4.34	984.17	10.89
20045	Ditch	-	Primary	24	981.80	0	981.80	982.18	1.94	982.81	4.80	983.75	11.98
20051	Ditch	-	Primary	36	1030.33	0	1030.33	1030.36	0.02	1030.46	0.33	1030.66	1.99
20052	Pond	224.01	EOF	n/a	1004.00	0	1004.00	1004.52	0.00	1005.11	0.00	1006.77	0.00
20053	Wetland	-	EOF	n/a	1038.00	0	1038.00	1042.31	0.00	1044.73	0.00	1045.75	17.02
20054	Ditch/Channel	-	EOF	n/a	1014.00	0	1014.00	1016.06	10.58	1016.63	24.74	1017.43	56.22
20055	Ditch	-	Primary	24	1045.48	0	1045.48	1045.95	0.54	1046.36	2.14	1047.14	7.07
20056	Ditch	-	Primary	6	1038.00	0	1038.00	1043.32	2.20	1044.12	2.37	1044.79	13.53
20057	Wetland	-	Primary	24	1049.00	0	1049.00	1050.21	6.06	1050.77	10.37	1051.65	24.09
20058	Ditch	-	Primary	15	1054.55	0	1054.55	1055.34	1.84	1055.72	3.11	1056.36	4.11
20059	Ditch	-	Primary	18	1044.66	0	1044.66	1044.70	0.02	1044.88	0.57	1046.00	5.21
20060	Ditch	-	Primary	15	1041.73	0	1041.73	1041.79	0.02	1043.25	1.56	1046.11	4.84
20061	Wetland	-	Primary	24	1044.35	0	1044.35	1045.78	7.78	1046.58	13.72	1047.64	21.99
20063	Ditch	-	Primary	18	1035.30	0	1035.30	1035.83	1.81	1036.62	4.08	1038.25	7.30
20064	Ditch	-	EOF	n/a	1030.00	0	1030.00	1030.52	10.07	1030.75	19.34	1030.96	31.16

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
20065	Ditch	-	Primary	18, 24	1042.59	0	1042.59	1043.56	3.14	1044.12	4.80	1044.98	2.51
20066	Wetland	-	Primary	15	1013.54	0	1013.54	1016.52	5.26	1017.65	17.94	1018.11	26.10
20067	Ditch/Channel	-	Primary	48	1010.00	0	1010.00	1011.56	16.96	1012.60	36.92	1016.00	101.15
20068	Pond	103.48	EOF	n/a	1003.00	0	1003.00	1004.69	0.00	1006.25	0.00	1009.24	2.02
20069	Wetland	-	Primary	24	1006.97	0	1006.97	1009.43	13.37	1010.32	17.62	1013.73	-167.94
20070	Pond	350.24	Primary	15	1004.00	2.37	1006.37	1007.09	1.56	1007.76	3.09	1010.19	3.75
20075	Channel	-	Primary - 6' x 4' Box Culvert	72	989.99	0	989.99	993.16	64.45	994.55	108.19	998.16	200.95
20076	Channel	-	Primary	72	989.90	0	989.90	992.81	65.57	994.00	110.20	996.26	203.09
20079	Ditch	-	Primary	36	998.16	0	998.16	1001.54	39.70	1002.67	56.36	1005.13	79.16
20080	Pond	128.37	Primary	12	1003.49	1.37	1004.86	1005.53	1.25	1006.04	2.58	1007.07	4.34
20081	Pond	18.37	Primary	8	996.01	1.25	997.26	999.13	2.03	999.24	5.22	999.61	24.04
20082	Pond	30.40	Primary	12	1005.00	1.00	1006.00	1006.00	2.18	1006.17	2.66	1006.61	3.83
20083	Ditch	-	Primary	18	985.67	0	985.67	985.73	0.04	985.87	0.37	986.35	1.93
20084	Ditch	-	Primary	15	1009.05	0	1009.05	1012.11	-2.47	1012.74	3.44	1013.28	58.19
20085	Channel	-	EOF	n/a	1060.00	0	1060.00	1065.35	26.12	1065.66	75.86	1066.19	218.26
20086	Channel	-	Primary	24	994.00	0	994.00	995.67	10.00	996.75	19.09	1001.36	38.60
20087	Ditch	-	Primary	12, 12	1079.05	0.60	1079.65	1081.84	28.65	1082.32	61.58	1083.05	142.10
20088	Channel	-	Primary	48	1052.09	0	1052.09	1055.16	48.85	1057.42	103.20	1063.46	186.00
20089	Channel	-	Primary	48	1040.00	0	1040.00	1043.05	50.37	1045.41	106.18	1051.33	186.54
20092	Channel	-	Primary	48	1002.00	0	1002.00	1004.59	38.20	1010.83	117.86	1027.87	242.14
20097	Ditch	-	Primary	40	1027.28	0.72	1028.00	1028.34	1.92	1028.65	5.86	1029.28	18.83
20098	Backyard Low Point	-	Primary	12	966.00	0	966.00	966.12	0.76	968.54	-4.67	970.64	4.29
20099	Stormwater Pond	11.91	Primary	15	1002.00	0	1002.00	1003.13	3.37	1005.57	8.69	1009.39	19.36
20100	Stormwater Pond	10.78	EOF	n/a	1000.00	0	1000.00	1001.50	0.00	1003.54	0.00	1006.83	0.00
20103	Stormwater Pond	8.67	Primary	18	995.00	1.00	996.00	996.38	3.05	997.15	6.86	997.65	23.09
20102	Ditch	-	Primary	24, 24	977.00	0	977.00	977.26	1.88	977.55	4.68	978.75	10.44
20101	Ditch	-	Primary	18	994.00	0	994.00	994.60	1.56	995.06	3.73	996.33	7.72
20104	Stormwater Pond	6.18	Primary	12	1011.00	0.50	1011.50	1011.71	1.14	1012.04	2.17	1012.60	2.62
20106	Stormwater Pond	10.49	Primary	18	992.45	1.55	994.00	994.03	4.21	995.01	5.92	996.11	24.15
20107	Ditch	-	Primary	15	995.28	0	995.28	995.60	0.19	995.92	0.81	996.59	2.33
20149	Wetland	-	Primary	60	1019.00	0	1019.00	1021.76	52.70	1023.18	95.69	1025.88	184.22
20154	Channel	-	Primary	36	991.06	0	991.06	995.13	45.53	997.32	62.02	999.96	78.74
20161	Ditch	-	Primary	36	977.28	0	977.28	979.25	19.08	980.32	57.62	981.86	244.61
20162	Infiltration Basin	116.71	EOF	n/a	990.00	0	990.00	993.70	12.05	994.07	25.87	995.62	152.31
20163	Ditch	-	Primary	36	975.50	0.48	975.98	977.92	19.03	978.91	57.70	980.40	242.65
20164	Ditch	-	Primary	48	971.73	0	971.73	973.86	19.47	975.40	60.87	976.82	250.35
20186	Channel	-	Primary	36	1079.24	0	1079.24	1082.90	44.67	1086.25	79.59	1091.39	136.01
20198	Backyard Low Point	-	Primary	18	999.00	0	999.00	1001.40	10.50	1003.53	22.93	1005.22	138.87
20200	Street Low Point	-	Catch Basin	18	966.00	0	966.00	966.46	3.28	966.94	8.53	967.77	21.07
20201	Backyard Low Point	-	Primary	12	967.00	0	967.00	969.01	4.60	969.62	5.52	970.23	6.38
20208	Ditch	-	EOF	n/a	979.00	0	979.00	979.93	0.00	980.58	0.17	981.04	5.27
20030	Channel	-	Primary - 45", 45", 30", 45"x73" ARCH	45, 45, 30, 73	989.21	0	989.21	991.50	211.73	994.84	574.64	998.48	1768.41
20031	Channel	-	Primary - three 16'x7' Box Culverts	192, 192, 192	975.42	0	975.42	977.83	215.45	979.69	583.26	984.43	1821.19
20032	Channel	-	Primary - two 14'x6' Box Culverts	168, 168	973.42	0	973.42	975.77	220.97	977.77	593.90	982.88	1856.37
20033	Channel	-	Primary - two 16'x8' Box Culverts	192, 192	970.60	0	970.60	972.45	222.35	974.29	595.91	978.50	1862.34
20034	Channel	-	Primary - two 12'x7' Box Cuvlerts	144, 144	963.20	0	963.20	965.42	222.77	967.41	596.72	972.95	1864.33
20046	Channel	-	Primary	51, 51	999.32	0	999.32	1001.00	48.25	1001.89	94.03	1003.82	200.29
20049	Channel	-	Primary	36, 36	979.44	0	979.44	980.65	21.56	981.88	57.77	984.32	108.92
20050	Channel	-	Primary	24, 24, 24	977.59	0	977.59	979.17	20.84	981.18	99.37	982.63	276.91
20062	Channel	-	Primary	18	1039.98	0	1039.98	1041.82	7.94	1044.05	10.12	1045.63	22.52
20071	Channel	-	Primary	24	1005.00	0	1005.00	1006.90	11.53	1010.37	64.47	1013.76	166.63
20072	Channel	-	Primary	24	997.50	0	997.50	1001.88	19.99	1003.98	33.58	1004.87	88.86
20073	Channel	-	Primary	24	996.00	0	996.00	1000.06	26.04	1001.42	39.47	1002.17	91.44
20074	Channel	-	Primary	72	993.00	0	993.00	995.77	62.79	996.90	105.24	999.55	197.75
20094	Channel	-	Primary	24	1041.50	0	1041.50	1045.73	106.74	1046.55	218.75	1047.87	513.32

Basin/Low Point ID	Type	Stormwater Pond Drainage Area	Outlet Control	Primary Outlet Pipe Diameter	Invert	Initial Depth	Modeled NWL	2-year Event		10-year Event		100-year Event	
								Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]	Modeled HWL	Peak Discharge[1]
		ac		in	ft	ft	ft	ft	cfs	ft	cfs	ft	cfs
20096	Channel	-	Primary	28, 28, 28, 28, 28	1039.55	0	1039.55	1042.06	107.61	1042.75	224.49	1043.94	530.59
20016	Channel	-	Primary	30, 30, 30	974.95	0	974.95	977.11	52.94	979.03	142.89	980.62	390.16
20182	Channel	-	Primary	72	961.70	0	961.70	964.27	50.22	965.94	121.97	970.12	290.74
20013	Channel	-	Primary	27, 27	1094.66	0	1094.66	1099.74	38.92	1103.43	89.41	1104.40	170.25
64	Stormwater Pond	2.74	Primary	36	1008.50	0	1008.50	1009.34	1.70	1009.74	3.22	1010.54	6.60
47	Infiltration Basin	0.28	OCS - Grate	15	1057.50	0	1057.50	1057.50	0.00	1057.51	0.01	1057.53	0.06
48	Infiltration Basin	0.37	Primary	12	1062.50	0	1062.50	1062.77	0.00	1063.01	0.01	1063.18	0.50
27	Stormwater Pond	33.52	Primary	12, 24	970.08	0	970.08	970.72	1.18	971.59	2.61	976.15	3.30
28	Stormwater Pond	12.96	OCS - Weir	18	1068.00	0	1068.00	1070.88	-0.46	1071.53	2.99	1073.28	11.10
33	Stormwater Pond	7.31	Primary	24	995.00	4.00	999.00	1000.21	-15.01	1001.35	-20.88	1004.05	-24.77
42	Stormwater Pond	2.00	Primary	10	994.01	1.99	996.00	996.92	1.36	997.62	2.41	999.12	3.76
46	Infiltration Basin	1.75	OCS - Weir	15	1058.27	0	1058.27	1064.02	0.03	1064.29	1.64	1064.72	8.01
50	Stormwater Pond	0.88	Primary	12	978.00	2.50	980.50	980.66	0.37	981.26	1.37	981.74	9.37
51	Stormwater Pond	19.95	Primary	24	1048.00	4.09	1052.09	1052.54	2.12	1053.22	4.93	1055.01	17.72
52	Infiltration Basin	5.47	EOF	n/a	1012.00	0	1012.00	1013.57	0.14	1013.79	2.59	1017.09	10.62
57	Stormwater Pond	22.30	Primary	24	1087.52	3.33	1090.85	1091.75	3.62	1092.74	9.32	1094.97	29.37
58	Stormwater Pond	4.59	OCS - 15" Orifice and Weir	15	1039.92	0	1039.92	1040.99	4.22	1041.48	7.11	1042.46	10.66
59	Stormwater Pond	1.66	OCS - 15" Orifice and Weir	15	1044.23	0	1044.23	1044.87	1.53	1045.07	2.68	1045.46	5.82
60	Infiltration Basin	1.01	EOF	n/a	1047.86	0	1047.86	1048.15	0.87	1048.27	2.06	1048.46	4.67
61	Stormwater Pond	3.17	OCS - 15" Orifice and Weir	15	1042.50	0.91	1043.41	1044.38	3.94	1044.68	8.32	1045.17	17.19
63	Stormwater Pond	4.59	OCS - 12" Orifice and Weir	36	1011.00	0.50	1011.50	1012.11	1.36	1012.49	3.41	1013.35	6.17
65	Stormwater Pond	3.99	OCS - Weir	36	1008.50	0	1008.50	1009.32	1.98	1009.71	3.75	1010.51	8.15
66	Stormwater Pond	57.82	Primary	15	974.00	0.16	974.16	975.60	4.32	982.23	11.62	982.86	28.07
97	Stormwater Pond	1.57	OCS - Weir	12	1060.00	0	1060.00	1060.74	1.43	1062.14	2.76	1064.29	3.21
104	Infiltration Basin	15.46	Primary	30	1006.50	0	1006.50	1008.10	9.02	1009.05	14.28	1010.80	20.63
107	Stormwater Pond	1.49	Primary	12	977.59	0	977.59	978.03	0.71	978.32	1.44	978.94	3.27
109	Infiltration Basin	1.34	Primary	8	1045.00	0	1045.00	1045.36	0.33	1046.10	0.70	1047.04	3.90
110	Infiltration Basin	1.27	Primary	8	1044.25	0	1044.25	1044.80	0.61	1045.79	1.17	1046.98	5.54
121	Stormwater Pond	0.21	Primary	12	998.06	0	998.06	998.26	0.38	998.33	0.68	999.51	2.03
126	Stormwater Pond	53.64	Primary	21	970.00	0	970.00	970.10	0.09	970.62	2.59	972.91	15.94
125	Stormwater Pond	4.42	Primary	18	969.00	0	969.00	969.08	0.08	969.54	1.97	971.80	9.87
127	Stormwater Pond	2.81	Primary	12	996.10	0	996.10	997.31	4.58	998.30	5.97	999.24	12.80
201	Wetland	-	EOF	n/a	1041.00	0	1041.00	1041.25	1.98	1041.42	4.95	1041.72	13.25
49	Infiltration Basin	0.33	Primary	15	1071.50	0	1071.50	1072.01	0.00	1072.09	0.17	1072.39	1.27
20077	Stormwater Pond	11.43	Primary	30	997.00	5.50	1002.50	1004.60	2.22	1005.98	6.43	1007.98	13.84
20078	Stormwater Pond	4.03	OCS - 6" Orifice and Weir	24	1002.00	0	1002.00	1004.59	2.86	1005.90	8.18	1007.66	17.34
20108	Stormwater Pond	0.86	Primary	12	997.40	0.60	998.00	998.52	0.76	998.84	1.41	999.50	5.05
20220	Pond	108.02	Primary	12	990.00	0	990.00	991.60	1.80	993.47	2.70	997.49	4.08
20221	Ditch	-	Primary	12	997.00	0	997.00	997.56	0.97	997.94	2.02	998.63	3.88
20219	Pond	15.59	Primary	8	996.00	0	996.00	996.61	1.96	997.28	6.26	997.61	20.01
20217	Pond	12.78	EOF	n/a	988.00	0	988.00	988.76	0.00	989.95	0.00	992.13	0.00
20218	Pond	17.72	EOF	n/a	984.00	0	984.00	985.70	0.00	987.42	0.00	990.62	0.00
1503	Street Low Point	-	Catch Basin	12	973.00	0	973.00	974.95	-0.94	977.08	-1.30	977.47	-1.06
3535	Street Low Point	-	Catch Basin	18	1018.40	0	1018.40	1019.86	6.69	1021.29	12.72	1024.04	23.75
56711	Backyard Low Point	-	Primary	12	969.20	0	969.20	970.16	0.00	971.10	-1.94	973.29	-6.42
54401	Street Low Point	-	Primary - 13.5"x22" ARCH	22	972.34	0	972.34	973.25	2.49	976.59	4.95	977.25	11.63
6572	Stormwater Pond	0.35	Primary	24	967.00	0	967.00	967.05	0.00	967.22	0.00	969.61	-44.33
35751	Ditch	-	EOF	n/a	972.00	0	972.00	972.00	0.00	972.48	0.00	973.35	0.00
124	Stormwater Pond	36.19	Primary	12	1026.75	2.00	1028.75	1029.29	1.61	1029.96	2.77	1031.81	5.98
20223	Pond	0.44	EOF	n/a	972.00	0	972.00	974.22	0.13	974.26	1.22	974.30	2.75

[1] Negative peak flows indicate backflow in XPSWMM.

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1014275005	17435 SHIELDSVILLE BLVD							
1014275006								
1014400001		D						
1026125003	19225 BELVIEW TRL	P	I					
1026275002		P						
1026477001		U						
1026477002	2024 199TH ST W	U						
1026477003		U						
1401325001	21515 BAGLEY AVE							
1401375001		AH						
1401375002		AH						
1508200001	2471 220TH ST E	AO						
1508200002		AN	AO					
1508200004	22215 GLYNVIEW TRL	AN	AO					
1801125001	859 WESTWOOD DR	AC						
1801126002	1319 8TH ST SW	AD						
1801126003	813 VALLEY VIEW RD	AD						
1801127001	812 WESTWOOD DR	AC	AD					
1801127002	820 WESTWOOD DR	AC						
1801127003	826 WESTWOOD DR	AC						
1801127004	832 WESTWOOD DR	AC						
1801127005	838 WESTWOOD DR	AC						
1801127006	846 WESTWOOD DR	AC						
1801127007	850 WESTWOOD DR	AC						
1801127008	858 WESTWOOD DR	AC						
1801127009	862 WESTWOOD DR	AC						
1801127010	853 WESTWOOD DR	AC						
1801127011	843 WESTWOOD DR	AC						
1801127012	835 WESTWOOD DR	AC						
1801127013	827 WESTWOOD DR	AC	AD					
1801127014	828 VALLEY VIEW RD	AD						
1801127015	821 WESTWOOD DR	AC	AD					
1801127016	816 VALLEY VIEW RD	AD						
1801127017	808 VALLEY VIEW RD	AD						
1801151021	908 WESTWOOD DR	AC						
1801151022	910 WESTWOOD DR	AC						
1801151029	1032 WESTWOOD DR	AH						
1801151030	1038 WESTWOOD DR	AH						
1801152008	1053 PRAIRIE AVE S	AI						
1801152054	1108 PRAIRIE AVE	AI						
1801152071	1217 MITCHELL DR	AI						
1801152072	1101 PRAIRIE AVE	AI						
1801152073	1109 PRAIRIE AVE	AI						
1801202001	843 FARIBAULT RD	AC						
1801202002	865 MYRTLE GENTRY PL	AH	AC					
1801203001		AH	AC					
1801203036	1802 ELSIE PICKETT LN	AH						
1801203037	1800 ELSIE PICKETT LN	AH						
1801203038	890 LONGFELLOW AVE	AC						
1801203039	888 LONGFELLOW AVE	AC						
1801203040	884 LONGFELLOW AVE	AC						
1801203041	882 LONGFELLOW AVE	AC						
1801203042	878 LONGFELLOW AVE	AC						
1801203043	876 LONGFELLOW AVE	AC						
1801203044	872 LONGFELLOW AVE	AC						
1801203045	870 LONGFELLOW AVE	AC						
1801250002	1119 WESTERN AVE S							
1801276001	1044 WESTWOOD DR	AH						
1801276002	1050 WESTWOOD DR	AH						
1801276003	1056 WESTWOOD DR	AH						
1801276005	1060 WESTWOOD DR	AH						
1801276006	1720 HIGHLAND PL	AH						
1801375001	1701 SPRINGWOOD LN	AH						
1801400006	900 SPRING RD SW Unit A	AI						
1801403002	1415 PRAIRIE AVE	AI						
1801404001	1425 PRAIRIE AVE	AI						
1801405001	906 SPRING RD SW Unit 1-18	AI						
1801431001	1331 GREENWOOD PL	AI						
1801431002	1323 GREENWOOD PL	AI						
1801431003	1319 GREENWOOD PL	AI						
1801431004	1305 GREENWOOD PL	AI						
1801431005	1408 PRAIRIE AVE	AI						
1801431006	1412 PRAIRIE AVE	AI						
1801431007	1418 PRAIRIE AVE	AI						
1801431008	1422 PRAIRIE AVE	AI						
1801432001	1306 TRAILWOOD LN	AI						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1801432002	1320 TRAILWOOD LN	AI						
1801432003	1324 TRAILWOOD LN	AI						
1801432017	1417 WESTWOOD DR	AH						
1801432028	1321 TRAILWOOD LN	AI						
1801432029	1317 TRAILWOOD LN	AI						
1801432030	1303 TRAILWOOD LN	AI						
1801450003	1701 SPRINGWOOD LN	AH						
1801451010	1610 SPRINGWOOD LN	AH						
1801451011	1614 SPRINGWOOD LN	AH						
1801451012	1618 SPRINGWOOD LN	AH						
1801453006	1320 BRENTWOOD CIR	AH	AI					
1801453007		AH	AI					
1801453008		AH	AI					
1801453009	1402 BRENTWOOD CIR	AH	AI					
1801453010	1406 BRENTWOOD CIR	AH						
1801472006	1212 17TH ST SW	AL						
1801472007	1216 17TH ST SW	AL						
1801472008	1220 17TH ST SW	AL						
1801472009	1224 17TH ST SW	AL						
1801472010	1300 17TH ST SW	AL						
1801477002	907 SPRING RD SW Unit 1-18	AI						
1801478001	915 SPRING RD SW Unit 1-24	AI						
1801479001	935 SPRING RD SW	AI						
1801485011		AI						
1806125002		AJ	AK	AF				
1806126002	823 RICE ST	AJ						
1806126003	905 RICE ST	AJ						
1806126004	917 RICE ST	AJ						
1806126005	830 RICE ST	AJ	AE					
1806129001	918 RICE ST	AJ						
1806129002	922 RICE ST	AJ						
1806129027	929 RICE ST	AJ						
1806251012	1114 WILLOW ST	AJ						
1806251013	1074 WILLOW ST	AJ						
1806276001	1105 CUYLLE CT	AJ						
1806276011	1137 CUYLLE CT	AJ						
1806276014	1123 CUYLLE CT	AJ						
1806276015		AJ						
1806300006	1328 WILLOW ST STE 100-900	AJ						
1806300008		AJ						
1806302001		AJ						
1806302015		AJ						
1806302016	1260 CUYLLE BAY	AJ						
1806326012	1417 SPRING RD	AJ						
1806326013	701 SPRING RD	AJ						
1806326014	709 SPRING RD	AJ						
1806326015	717 SPRING RD	AI	AJ					
1806326016	725 SPRING RD	AI	AJ					
1806326017	733 SPRING RD	AI						
1806326018	801 SPRING RD	AI						
1806326019	809 SPRING RD	AI						
1806326025	875 SPRING RD	AI						
1806350001		AI	AJ					
1806426008	1225 ALDRICH WAY	AK						
1806426009	1253 ALDRICH WAY	AK						
1806426024	1210 ALDRICH WAY	AJ						
1806426025	1303 GLYNVIEW TRL	AJ						
1806426026	1317 GLYNVIEW TRL	AJ						
1806427001	1249 SOUTHVIEW DR	AJ						
1806427002	1243 SOUTHVIEW DR	AJ						
1806427003	1237 SOUTHVIEW DR	AJ						
1806427004		AJ						
1806429004	1305 ALBERS PATH	AJ						
1806429005	1371 ALDRICH WAY	AJ						
1806429006	1362 ALDRICH WAY	AJ						
1806430002		AJ						
1806450006	1435 WILLOW ST	AM	AN	AJ				
1806452001		AM	AN					
1806452002		AM						
1806452003	206 SUNSHINE LN	AM						
1806452004	120 SUNSHINE LN	AM						
1806452017	207 SUNSHINE LN	AM						
1806452018	1700 SUNBIRD DR	AM						
1806477024	1514 SUNBIRD LN	AM						
1807127007	27 ALLEN PATH	AM						
1807128006	1814 ALLEN AVE	AM						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1807128007	1818 ALLEN AVE	AM						
1807225002		AL						
1807401001	10 BENEDICT ST	AM						
1807401002	18 BENEDICT ST	AM						
1807401003	24 BENEDICT ST	AM						
1807401018		AM						
1807402001		AM						
1808200001		AN	AO					
1808225002		AN						
1808225006	1793 GLYNVIEW TRL	AN						
1808225007	1842 GLYNVIEW TRL	AN						
1808226001		AN						
1808226002	1794 GLYNVIEW TRL	AN						
1808226009		AN						
1808226010		AN						
1808226011		AN						
1808226012		AN						
1812126003	1215 17TH ST SW	AL						
1812126004	1701 PRAIRIE AVE	AL						
1812126010	1704 PRAIRIE AVE	AL						
1812176012		AL						
1812176015	1301 21ST ST SW	AL						
1812176016	1239 21ST ST SW	AL						
1812176017	1235 21ST ST SW	AL						
1812176018	1231 21ST ST SW	AL						
1812176019	1227 21ST ST SW	AL						
1812176020	1223 21ST ST SW	AL						
1812176021	1219 21ST ST SW	AL						
1812176022	1215 21ST ST SW	AL						
1812176023	1211 21ST ST SW	AL						
1812176024	1207 21ST ST SW	AL						
1812176025	1203 21ST ST SW	AL						
1812176026		AL						
1812176039	2000 9TH AVE SW	AL						
1812176040		AL						
1813125001	1347 170TH ST W	A	B					
1813151002	1255 170TH ST W	B						
1813151003	4100 PARK AVE NW	A	B					
1813151004		B						
1813151006		B						
1813201001	4201 BAGLEY AVE	A						
1813300002	BAGLEY AVE	E	A					
1813401002	3701 PARK AVE NW	F	B					
1813427001	2 SAGE WAY	E	F	A	B			
1813452001	1 SAGE WAY	E						
1813452002		E						
1813453001	3200 INDUSTRIAL DR	E	F					
1814300001	3401 HIGHWAY 21 W	C	D					
1819201003	3115 ACORN TRL	G	F					
1819201004	3107 ACORN TRL	G						
1819201010		G						
1819201016	402 CHESTNUT LN	G						
1819201017	406 CHESTNUT LN	G						
1819201018	410 CHESTNUT LN	G						
1819201019	502 CHESTNUT LN	G						
1819201020	506 CHESTNUT LN	G						
1819226002		F						
1819226004	830 30TH ST NW	F						
1819226005	826 30TH ST NW	F						
1819226006	822 30TH ST NW	F						
1819226007	816 30TH ST NW	F						
1819226009	3006 8TH AVE NW	F						
1819226010	3010 8TH AVE NW	F						
1819226011	3014 8TH AVE NW	F						
1819226012	3102 8TH AVE NW	F						
1819226013	3106 8TH AVE NW	F						
1819226014	3110 8TH AVE NW	F	G					
1819226016	3105 8TH AVE NW	F	G					
1819226017	3101 8TH AVE NW	F	G					
1819226018	3013 8TH AVE NW	F	G					
1819226019	3009 8TH AVE NW	F	G					
1819227001	3124 ACORN TRL	F						
1819227002	3120 ACORN TRL	F						
1819227003	3116 ACORN TRL	F	G					
1819227004	3112 ACORN TRL	F	G					
1819227006	3202 8TH AVE NW	F	G					

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1819227007	3201 8TH AVE NW	G	F					
1819227008	3205 8TH AVE NW	G	F					
1819227009	3024 ACORN TRL	G						
1819227020	3009 TWIN LAKES CT	G						
1819227021	3010 TWIN LAKES CT	G	F					
1819227022	3006 TWIN LAKES CT	G	F					
1819227024	706 30TH ST NW	F	G					
1819227025	712 30TH ST NW	F	G					
1819251050	831 30TH ST NW	F						
1819251051	833 30TH ST NW	F						
1819325004	620 24TH ST NW	L						
1819350001	2345 8TH AVE NW	K	L					
1819350002	820 20TH ST NW	K						
1819350003	720 20TH ST NW	K	L					
1819350004	2108 8TH AVE NW	K	L					
1819350005	2210 8TH AVE NW	K	L					
1819350006	2307 8TH AVE NW	K	L					
1819376001	205 24TH ST NW	L						
1819376002	213 24TH ST NW	L						
1819376003	221 24TH ST NW	L						
1819376004	229 24TH ST NW	L						
1819377003	511 24TH ST NW	L						
1819377007	555 24TH ST NW	L						
1819377008	610 20TH ST NW	L						
1819377009		L						
1819377042	311 22ND ST NW	L						
1819377051	2210 2ND AVE NW	L						
1819377052	203 23RD ST NW	L						
1819377054	300 22ND ST NW	L						
1819377055	204 22ND ST NW	L						
1819377058	406 21ST ST NW	L						
1819378001	2318 2ND AVE NW	L						
1819378002	2312 2ND AVE NW	L						
1819378003	206 23RD ST NW	L						
1819379002	209 23RD ST NW	L						
1819379003	301 23RD ST NW	L						
1819379004	305 23RD ST NW	L						
1819379005	309 23RD ST NW	L						
1819379007	317 23RD ST NW	L						
1819379008	318 22ND ST NW	L						
1819379009	312 22ND ST NW	L						
1819379010	306 22ND ST NW	L						
1819380001	310 23RD ST NW	L						
1819450001	0 14TH ST NE	S	L	M				
1819475001		M						
1820376001	2305 14TH ST NE	N						
1820376002	2301 14TH ST NE	N						
1820376003	2223 14TH ST NE	N						
1820376004	2219 14TH ST NE	T	N					
1820376023	1947 14TH ST NE	S						
1820376024	1943 14TH ST NE	S						
1820376025	1939 14TH ST NE	S						
1820376026	1935 14TH ST NE	S						
1820376027	1931 14TH ST NE	S						
1820376028	1927 14TH ST NE	S						
1820400005	2515 14TH ST NE	N	O					
1820426003		N						
1820426004		N						
1820426005		N						
1820426011		N						
1820426013	2406 FOXTAIL LN	N						
1820426025	2409 FOXTAIL LN	N						
1820426026	2405 FOXTAIL LN	N						
1820426027	2401 FOXTAIL LN	N						
1820426029	2404 14TH ST NE	N						
1820426030	2408 14TH ST NE	N						
1820426031	2412 14TH ST NE	N						
1820426032	2416 14TH ST NE	N						
1820427006		N						
1820451006	2017 LEGACY DR	N						
1820451007	2013 LEGACY DR	N						
1820451008	2009 LEGACY DR	N						
1820451009	2005 LEGACY DR	N						
1820451011	1106 GOLDENRAY DR	T	N					
1820451012	1110 GOLDENRAY DR	T	N					
1820451013	1114 GOLDENRAY DR	T	N					

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1820451014	1118 GOLDENRAY DR	T	N					
1820451015	1122 GOLDENRAY DR	T	N					
1820451040	1101 GOLDENRAY DR	T						
1823100003	3140 HIGHWAY 21 W	C	D					
1823125001	3000 AIRPORT DR W	H	C	D				
1823151002	2904 HANSON CT	D						
1823151003	2908 HANSON CT	D						
1823151004	2912 HANSON CT	D						
1823151005	2916 HANSON CT	D						
1823151006	2920 HANSON CT	D						
1823151011	2909 HANSON CT	D						
1823151012	2905 HANSON CT	D						
1823151013	2901 HANSON CT	D						
1823151102		I						
1823151104		I	D					
1823151108		H						
1823151109		H						
1823151110	2020 FREDERIKSEN DR	H						
1823151111		H	I					
1823151112		H	I					
1823151115		I	P					
1823151120		H	I	D				
1823152001	3247 MCKINSTRY ST	H	I					
1823152002	3241 MCKINSTRY ST	H	I					
1823152006	3217 MCKINSTRY ST	I						
1823152007	3211 MCKINSTRY ST	I						
1823152008	3205 MCKINSTRY ST	I						
1823152013	2825 HANSON AVE	I	D					
1823152014	2821 HANSON AVE	I						
1823152055	3208 MCKINSTRY ST	I						
1823152056	3202 MCKINSTRY ST	I						
1823175003		D						
1823177002	2704 AIRPORT DR W	I						
1823177003	2800 AIRPORT DR W	I	D					
1823177004		I	D					
1823177005		I						
1823400001	2900 WESTERN AVE N	I						
1823400002	2800 WESTERN AVE N	I						
1823475001	2700 WESTERN AVE N	I						
1823475002		I						
1824101003	3105 INDUSTRIAL DR	F						
1824151001	3110 INDUSTRIAL DR	F						
1824151005		E	J					
1824151008	1512 30TH ST NW	F						
1824151009	1503 30TH ST NW	E	K	J				
1824151010	1505 30TH ST NW	K	E	F	J			
1824151012		K	J					
1824176002	1515 30TH ST NW	K	F					
1824227001	2150 AIRPORT DR	D	E					
1824227003	2050 AIRTECH DR	E						
1824227004		E						
1824227005	2125 AIRPORT DR	J	D	E				
1824250001		I	D					
1824279002	2708 PARK AVE NW	J						
1824279003	2702 PARK AVE NW	J						
1824300006	2426 PARK AVE NW	J						
1824301004		J						
1824305001	2610 CARDINAL AVE	J						
1824305002	2542 PARK AVE NW	J						
1824306001		J						
1824306002	2618 PARK AVE NW	J						
1824306003	2622 PARK AVE NW	J						
1824326001		I	J					
1824326002	3100 WESTERN AVE N	I						
1824326107	2300 30TH ST NW	J						
1824326108		J						
1824327024	2815 VILLAGE DR	I						
1824327038		I	J					
1824350001		I	J	Q				
1824375001	2310 PARK AVE NW	J						
1824378015	13 GREENHAVEN BAY	J	Q					
1824378016	17 GREENHAVEN BAY	J	Q					
1824378017	19 GREENHAVEN BAY	J	Q					
1824378018	21 GREENHAVEN BAY	J	Q					
1824378019	2202 GREEN DR	J						
1824378032	24 GREENHAVEN BAY	Q	J					

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1824378033	26 GREENHAVEN BAY	Q	J					
1824378034	28 GREENHAVEN BAY	Q	J					
1824378035	30 GREENHAVEN BAY	Q	J					
1824378036	2125 GREEN DR	J	Q					
1824378037	1809 GREEN ST	J	Q					
1824379002	1801 GREEN ST	J	Q					
1824379016	2127 BARD CT	Q	J					
1824379017	2129 BARD CT	J	Q					
1824403019	2439 HULETT AVE	K						
1824425006	2425 CARDINAL AVE	J	K					
1824426003	1516 GREENLEAF RD	K						
1824426004	1428 GREENLEAF RD	K						
1824426005	1502 GREENLEAF RD	K						
1824426006		K						
1824427001	1508 GREENLEAF RD	K						
1824427002	1524 GREENLEAF RD	J	K					
1824427003	1600 GREENLEAF RD	J						
1824427004	1610 GREENLEAF RD	J						
1824427005	1618 GREENLEAF RD	J						
1824427007	1601 GREENLEAF RD	J						
1824427008	1615 GREENLEAF RD	J						
1824427009	1614 RONDARWAL LN	J						
1824427010	1602 RONDARWAL LN	J						
1824427021	1625 RONDARWAL LN	J						
1824450017	1401 BETHEL CT	K	Q					
1824450018	2349 CARDINAL AVE	J	K					
1824451005		J						
1824452001	2055 LYNDALE AVE N	J	Q					
1824476001	2321 KENNEDY DR	K						
1824476002	2433 HULETT AVE	K						
1824476036		K						
1825125001		K	Q					
1825125002	1500 20TH ST NW	Q	K	J				
1825126006		Q						
1825126007		Q						
1825126009		K						
1825126010	1520 17TH ST NW							
1825127004	1530 17TH ST NW	Q						
1825127006	1575 20TH ST NW	Q	K					
1825127007	1725 LYNDALE AVE N	Q						
1825200001	1700 17TH ST NW	P	Q	I	J			
1825251001	2016 16TH ST NW	Q						
1825251017	2013 16TH ST NW	Q						
1825254001	2010 PAULIS DR	Q						
1825254002	2014 PAULIS DR	Q						
1825255001	2018 PAULIS DR	Q						
1825255015	2005 15TH ST NW	Q						
1825255016	2010 15TH ST NW	Q						
1825255017	2020 15TH ST NW	Q						
1825276001	1725 17TH ST NW	Q						
1825276002	1725 17TH ST NW	Q						
1825276010	1613 20TH AVE NW	Q						
1825276011	2008 16TH ST NW	Q						
1825276012	2005 16TH ST NW	Q						
1825276013	1931 16TH ST NW	Q						
1825276014	1923 16TH ST NW	Q						
1825276018	1512 19TH AVE NW	Q						
1825278001	1725 17TH ST NW	Q						
1825278006	1451 18TH AVE NW	Q						
1825278007	1447 18TH AVE NW	Q						
1825278008	1443 18TH AVE NW	Q						
1825278009	1437 18TH AVE NW	Q						
1825278016	1842 PAULIS DR	Q						
1825278017	1834 PAULIS DR	Q						
1825278018	1830 PAULIS DR	Q						
1825278019	1826 PAULIS DR	Q						
1825278020	1442 18TH AVE NW	Q						
1825278021	1446 18TH AVE NW	Q						
1825278022	1450 18TH AVE NW	Q						
1825278023	1534 18TH AVE NW	Q						
1825278026	1841 PAULIS DR	Q						
1825278027	1833 PAULIS DR	Q						
1825326021		Q						
1825326023	1219 18TH AVENUE CT	Q						
1825326024	1211 18TH AVENUE CT	Q						
1825326025	1207 18TH AVENUE CT	Q						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1825326026	1206 18TH AVENUE CT	Q						
1825326027	1212 18TH AVENUE CT	Q						
1825326033	1209 AMBER LN	Q						
1825326036	1806 CRYSTAL LN	Q						
1825326037	1802 CRYSTAL LN	Q						
1825326038	1728 CRYSTAL LN	Q						
1825326039	1722 CRYSTAL LN	Q						
1825326040		Q						
1825326041		Q						
1825353008	2020 HIERSCHE RD	V						
1825353009	2010 HIERSCHE RD	V						
1825353018		V						
1825375001	1702 7TH ST NW	V						
1825375002	1814 7TH ST NW	V						
1825375003		V						
1825375004	1722 7TH ST NW	V						
1825375005	1704 7TH ST NW	V						
1825425006	933 HULETT AVE	W						
1825426001	1000 HULETT AVE	W						
1825450008	1612 7TH ST NW	V						
1825450013	744 HULETT AVE	W						
1825450014	740 HULETT AVE	W						
1825450015	732 HULETT AVE	W						
1825450016	724 HULETT AVE	W						
1825450020	1404 7TH ST NW	W						
1825475017	1114 7TH ST NW	W						
1825475018	1112 7TH ST NW	W						
1825475019	1106 7TH ST NW	W						
1825475020	1036 7TH ST NW	W						
1825475021	1034 7TH ST NW	W						
1825475022	1024 7TH ST NW	W						
1825475023	1020 7TH ST NW	W						
1825475024	1010 7TH ST NW	W						
1825475025	1008 7TH ST NW	W						
1825476006	1134 8TH ST NW	W						
1825476014	810 LINCOLN AVE NW	W						
1825476015	749 FRANKLIN AVE	W						
1825476016	743 FRANKLIN AVE	W						
1825476017	737 FRANKLIN AVE	W						
1825476018	729 FRANKLIN AVE	W						
1825476019	721 FRANKLIN AVE	W						
1825476020	1224 7TH ST NW	W						
1825476025	730 LINCOLN AVE NW	W						
1825476027	738 LINCOLN AVE NW	W						
1825476028	800 LINCOLN AVE NW	W						
1825476029	750 FRANKLIN AVE	W						
1825476037	1312 7TH ST NW	W						
1825476038	1308 7TH ST NW	W						
1825476039	1304 7TH ST NW	W						
1825476040	720 FRANKLIN AVE	W						
1825476041	728 FRANKLIN AVE	W						
1825476042	734 FRANKLIN AVE	W						
1825476043	738 FRANKLIN AVE	W						
1825476044	744 FRANKLIN AVE	W						
1826101001		P	I					
1826101002		P	I					
1826101004		P	I					
1826176007	1612 24TH AVE NW	P						
1826176008	2408 JOHNNY RIDGE RD	P						
1826176009	2412 JOHNNY RIDGE RD	P						
1826178021		P						
1826178043		P						
1826401003	2302 BIRN-HILL DR	P						
1826401004	2308 BIRN-HILL DR	P						
1826401005	2314 BIRN-HILL DR	P						
1826401006	2320 BIRN-HILL DR	P						
1826401007	2326 BIRN-HILL DR	P						
1826401008	2402 BIRN-HILL DR	P						
1826401009	2408 BIRN-HILL DR	P						
1826401010	2414 BIRN-HILL DR	P						
1826401011	2420 BIRN-HILL DR	P						
1826402001		P	U					
1826402008		U	P					
1826426001	1200 BELVIEW TRL	P	U					
1829126006	2014 LEGACY DR	T						
1829126007	2008 LEGACY DR	T						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1829126008	2002 LEGACY DR	T						
1829126010		S	T	N				
1829126011		S	T					
1829126032		T						
1829126034	1906 LEGACY DR	T						
1829126039	1912 LEGACY DR	T						
1829126040	1924 LEGACY DR	T						
1829151015		T						
1829151016	1112 PEARL DR	T						
1829151017	1104 PEARL DR	T						
1829225001	1919 14TH ST NE	S						
1829226001	1608 SHUMWAY AVE	T						
1829226018		S						
1829226065		S						
1829226066	1695 14TH ST NE	S						
1829226085	413 LITTLEFORD LN	S						
1829275001		S	T					
1829275002	1515 SHUMWAY AVE	T						
1829276001	704 LEGACY CT	T						
1829276002	710 LEGACY CT	T						
1829276003	716 LEGACY CT	T						
1829276004	722 LEGACY CT	T						
1829300001		Z	T					
1829302001		T						
1829326003	1500 SHUMWAY AVE	S	T					
1829375001	925 PARSHALL ST	Z						
1829376023		Z						
1829400001		Z	T					
1829425001	1228 MAPLE LN	T						
1830202002	1810 2ND AVE NW	R						
1830202005	1815 ALEXANDER DR	R	K	L				
1830276023	306 13TH ST NW	R						
1830301033	1018 4TH AVE NW	X	R					
1830301035	309 11TH ST NW	X	R					
1830301036	315 11TH ST NW	X	R					
1830301037	1017 4TH AVE NW	X	R					
1830301038	1009 4TH AVE NW	X	R					
1830301040	322 10TH ST NW	X	R					
1830302001		R	X					
1830303001	1116 4TH AVE NW	R	X					
1830326001	824 7TH ST NW	W						
1830326002	1010 7TH AVE NW	W	R					
1830326004	500 12TH ST NW	W	X	R				
1830350003	912 7TH AVE NW	W						
1830350004	906 7TH AVE NW	W						
1830350005	722 9TH ST NW	W						
1830350018	806 8TH AVE NW	W						
1830350019	717 9TH ST NW	W						
1830350020	827 8TH AVE NW	W						
1830350021	823 8TH AVE NW	W						
1830350022	811 8TH AVE NW	W						
1830350023	809 8TH AVE NW	W						
1830350024	728 8TH ST NW	W						
1830350025	720 8TH ST NW	W						
1830351001	534 9TH ST NW	X						
1830351002	606 9TH ST NW	X						
1830351007	828 7TH AVE NW	W						
1830351008	822 7TH AVE NW	W						
1830351009	812 7TH AVE NW	W						
1830351010	804 7TH AVE NW	W						
1830351011	828 6TH AVE NW	X						
1830351012	613 9TH ST NW	X						
1830351013	615 9TH ST NW	X						
1830351014	621 9TH ST NW	W	X					
1830351015	627 9TH ST NW	W						
1830351016	628 8TH ST NW	W						
1830351017	620 8TH ST NW	W	X					
1830351018	614 8TH ST NW	X						
1830351019	610 8TH ST NW	X						
1830351021	533 9TH ST NW	X						
1830375018	930 4TH AVE NW	X	R					
1830375019	528 9TH ST NW	X						
1830375020	522 9TH ST NW	X						
1830375021	518 9TH ST NW	X						
1830375022	510 9TH ST NW	X						
1830375023	502 9TH ST NW	X						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1830375028	527 9TH ST NW	X						
1830426018		R						
1831101005	402 HERITAGE PL	Y						
1831101006	322 HERITAGE PL	Y						
1831101007	311 HERITAGE PL	Y						
1831101008	401 HERITAGE PL	Y						
1831101009		Y						
1831126061	24 6TH ST NW	X						
1831126062	28 6TH ST NW	X						
1831126063	18 6TH ST NW	X						
1831126064	16 6TH ST NW	X						
1831126065	12 6TH ST NW	X						
1831126066	604 CENTRAL AVE	X						
1831126076	118 6TH ST NW	X						
1831126077	112 6TH ST NW	X						
1831126131	526 5TH AVE NW	X						
1831126132	509 6TH ST NW	X						
1831126133	520 5TH AVE NW	X						
1831126134	515 6TH ST NW	X						
1831126135	521 6TH ST NW	X						
1831126136	527 6TH ST NW	X						
1831126137	530 5TH ST NW	X						
1831126138	520 5TH ST NW	X						
1831126139	516 5TH ST NW	X						
1831126140	510 5TH ST NW	X						
1831126141	502 5TH ST NW	X						
1831126144	425 6TH ST NW	X						
1831126145	521 5TH AVE NW	X						
1831126146	428 5TH ST NW	X						
1831126147	420 5TH ST NW	X						
1831126148	416 5TH ST NW	X						
1831126149	410 5TH ST NW	X						
1831126150	404 5TH ST NW	X						
1831126152	500 3RD AVE NW	X						
1831126153	521 4TH AVE NW	X						
1831126162	27 6TH ST NW	X						
1831126191		X						
1831126192	417 1ST AVE NW	X						
1831126193	32 4TH ST NW	X						
1831126194	24 4TH ST NW	X						
1831126195		X						
1831126196	16 4TH ST NW	X						
1831126198	402 CENTRAL AVE	X						
1831126203	422 1ST AVE NW	X						
1831126204	421 2ND AVE NW	X						
1831126207	124 4TH ST NW	X						
1831126208	114 4TH ST NW	X						
1831126209	112 4TH ST NW	X						
1831126210	108 4TH ST NW	X						
1831126211	106 4TH ST NW	X						
1831126212	102 4TH ST NW	X						
1831126213		X						
1831126218	327 5TH ST NW	X						
1831126240	528 3RD ST NW	X						
1831126261	101 4TH ST NW	X						
1831126262	128 3RD ST NW	X						
1831126263		X						
1831126264	119 4TH ST NW	X						
1831126265	125 4TH ST NW	X						
1831126266	129 4TH ST NW	X						
1831126272	316 1ST AVE NW	X						
1831126273	328 CENTRAL AVE Unit C	X						
1831126274		X						
1831126275	25 4TH ST NW	X						
1831126290	324 CENTRAL AVE Unit A	X						
1831126291	326 CENTRAL AVE 1-2	X						
1831126407	124 5TH AVE NW	AE						
1831126575	428 CENTRAL AVE	X						
1831126580	430 4TH ST NW	X						
1831251002	536 3RD ST NW	X						
1831251004	306 6TH AVE NW	X						
1831251005	304 6TH AVE NW	X						
1831251021	200 8TH AVE NW	AD	W					
1831251029	221 8TH AVE NW	W						
1831251030	213 8TH AVE NW	W						
1831251032	724 2ND ST NW	AD	W					

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1831251033	720 2ND ST NW	AD	W					
1831251034	718 2ND ST NW	AD	W					
1831251035	714 2ND ST NW	AD	W					
1831251036	710 2ND ST NW	AD	W					
1831251037	704 2ND ST NW	AD	W					
1831251040	605 3RD ST NW	X						
1831251043	621 3RD ST NW	W	X					
1831251046	628 2ND ST NW	AD	W					
1831251047	620 2ND ST NW	AD	AE	W	X			
1831251048	616 2ND ST NW	AE	X					
1831251049	610 2ND ST NW	AE	X					
1831251050	604 2ND ST NW	AE	X					
1831251063	623 2ND ST NW	AD	AE					
1831251064	625 2ND ST NW	AD						
1831251065	119 7TH AVE NW	AD						
1831251066	109 7TH AVE NW	AD						
1831251074	703 2ND ST NW	AD						
1831251075	709 2ND ST NW	AD						
1831251076	715 2ND ST NW	AD						
1831251077	721 2ND ST NW	AD						
1831251078	725 2ND ST NW	AD						
1831251079	727 2ND ST NW	AD						
1831251080	728 1ST ST NW	AD						
1831251081	722 1ST ST NW	AD						
1831251082	716 1ST ST NW	AD						
1831251083	710 1ST ST NW	AD						
1831251084	702 1ST ST NW	AD						
1831251085	112 7TH AVE NW	AD						
1831251086	120 7TH AVE NW	AD						
1831251087	128 8TH AVE NW	AD						
1831251090	16 8TH AVE NW	AD						
1831251091	804 DIVISION ST W	AD						
1831251092	810 DIVISION ST W	AD						
1831251093	816 DIVISION ST W	AD						
1831251094	820 DIVISION ST W	AD						
1831251095	14 7TH AVE NW	AD						
1831251096	709 1ST ST NW	AD						
1831251099	721 1ST ST NW	AD						
1831251100	727 1ST ST NW	AD						
1831251101	728 DIVISION ST W	AD						
1831251102	724 DIVISION ST W	AD						
1831251103	716 DIVISION ST W	AD						
1831251104	710 DIVISION ST W	AD						
1831251105	2 7TH AVE NW	AD						
1831325001	701 DIVISION ST W	AD						
1831325002	709 DIVISION ST W	AD						
1831325003	715 DIVISION ST W	AD						
1831325004	725 DIVISION ST W	AD						
1831325005	727 DIVISION ST W	AD						
1831325006	735 DIVISION ST W	AD						
1831325012	718 1ST ST SW	AD						
1831325013	24 7TH AVE SW	AD						
1831325014	18 7TH AVE SW	AD						
1831326033	34 7TH AVE SW	AD						
1831326034	104 7TH AVE SW	AD						
1831326035	711 1ST ST SW	AD						
1831326036	715 1ST ST SW	AD						
1831326037	721 1ST ST SW	AD						
1831326038	727 1ST ST SW	AD						
1831326039	733 1ST ST SW	AD						
1831326040	739 1ST ST SW	AD						
1831326041	814 2ND ST SW	AD						
1831326042	806 2ND ST SW	AD						
1831326043	800 2ND ST SW	AD						
1831326044	722 2ND ST SW	AD						
1831326045		AD						
1831326046	716 2ND ST SW	AD						
1831326047	708 2ND ST SW	AD						
1831326048	128 7TH AVE SW	AD						
1831326054	105 7TH AVE SW	AD						
1831326078	705 2ND ST SW	AD						
1831326079	721 2ND ST SW	AD						
1831326080	211 8TH AVE SW	AD						
1831326081	217 8TH AVE SW	AD						
1831326082	225 8TH AVE SW	AD						
1831326087	208 8TH AVE SW	AD						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1831326089	815 2ND ST SW	AD						
1831326090	216 8TH AVE SW	AD						
1831326091	220 8TH AVE SW	AD						
1831326092	808 3RD ST SW	AD						
1831326093	805 3RD ST SW	AD						
1831326094	813 3RD ST SW	AD						
1831326095	821 3RD ST SW	AD						
1831326096	827 3RD ST SW	AD						
1831328007	203 9TH AVE SW	AD						
1831329001	819 2ND ST SW	AD						
1831329002	823 2ND ST SW	AD						
1831329003	829 2ND ST SW	AD						
1831329004	207 9TH AVE SW	AD						
1831329005	215 9TH AVE SW	AD						
1831329006	225 9TH AVE SW	AD						
1831329007	848 3RD ST SW	AD						
1831329008	840 3RD ST SW	AD						
1831329009	830 3RD ST SW	AD						
1831329010	824 3RD ST SW	AD						
1831351014	611 CARLTON AVE	AD						
1831351019	7 BOTSFORD CIR	AD						
1831351030	610 CARLTON AVE	AD						
1831352001	839 3RD ST SW	AD						
1831352002	307 9TH AVE SW	AD						
1831352003	315 9TH AVE SW	AD						
1831352004	321 9TH AVE SW	AD						
1831377006	525 4TH ST SW	AE						
1831400003	217 MILL ST	AF						
1831400007	219 MILL ST	AF						
1831400008		AF						
1831400009		AF						
1831426151	20 LOCUST ST	AF						
1831475001		AF						
1831475002		AF						
1832178001	1222 1ST ST NE	AG	Z					
1832277007	306 ERBLANG AVE	Z						
1832277008	308 ERBLANG AVE	Z						
1832277009	314 ERBLANG AVE	Z						
1832301011	128 10TH AVE SE	AG						
1832301012	208 10TH AVE SE	AG						
1832301013	212 10TH AVE SE	AG						
1832301014	222 10TH AVE SE	AG						
1832301015	308 10TH AVE SE	AG						
1832301016	318 10TH AVE SE	AG						
1832303028	216 9TH AVE SE	AG						
1832303041	200 STATE AVE	AF	AG					
1832303043	501 1ST ST SE	AF						
1832303044		AF						
1832303046	510 SEABURY LN	AF						
1832303048	501 SEABURY LN	AF						
1832303049		AF						
1832303050	220 6TH AVE SE	AF						
1832303052	35 STATE AVE	AG						
1832304012		AF						
1832305003	633 1ST ST SE Unit 1	AF						
1832375005	907 BARRON RD	AG						
1832375006	901 BARRON RD	AG						
1832375007	835 BARRON RD	AG						
1832375008	827 BARRON RD	AG						
1832375009	815 BARRON RD	AG						
1832375011	430 10TH AVE SE	AG						
1832375013	802 CIRCLE DR	AF	AG					
1832401004	27 BRAND AVE	AG						
1832401005	41 BRAND AVE	AG						
1832428057	1004 3RD ST SE	AG						
1832428072	1003 3RD ST SE	AG						
1835101001	400 WESTERN AVE N	U						
1835150002		AA	AB					
1835150009	4040 HWY 60 W	AA						
1835150010	4050 HWY 60 W	AA						
1835150011		AA						
1835150012	3040 HWY 60 W	AA	AB	U				
1835175009		U						
1835176001	300 WESTERN AVE N	U						
1835300005		AA						
1835402002	150 WESTERN AVE N	AB						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1835425001	3105 HWY 60 W	AA	AB					
1836100001	1003 7TH ST NW	W						
1836100002	1017 7TH ST NW	W						
1836100003	1025 7TH ST NW	W						
1836100004	1033 7TH ST NW	W						
1836100005	1103 7TH ST NW	W						
1836100006	1109 7TH ST NW	W						
1836100007	1113 7TH ST NW	W						
1836100008	1121 7TH ST NW	W						
1836100009	1133 7TH ST NW	W						
1836100011	615 LINCOLN AVE NW	W						
1836100013	1122 6TH ST NW	W						
1836100014	1116 6TH ST NW	W						
1836100024	1219 7TH ST NW	W						
1836100025	1225 7TH ST NW	W						
1836100026	1233 7TH ST NW	W						
1836100027	510 LINCOLN AVE NW	W						
1836102011	1208 4TH ST NW	W						
1836102020	1205 HWY 60 W	W						
1836125001	1311 7TH ST NW	W						
1836125002	1319 7TH ST NW	W						
1836125003	607 HULETT AVE	W						
1836125004	607 HULETT AVE	W						
1836125005		W						
1836125011	1415 7TH ST NW	W						
1836125012		W						
1836125014	1501 7TH ST NW	V						
1836125015		V						
1836125017	1613 7TH ST NW	V						
1836126004	610 HULETT AVE	W						
1836126005	622 HULETT AVE	W						
1836126006	618 HULETT AVE	W						
1836126007	522 HULETT AVE	W						
1836126008	520 HULETT AVE	W						
1836126009	518 HULETT AVE	W						
1836126010	516 HULETT AVE	W						
1836127001	530 WILSON AVE	V						
1836150004	309 LYNDALE AVE N	W						
1836151001	1405 HWY 60 W	W						
1836152038	209 WILSON AVE	V						
1836175007	1220 4TH ST NW	W						
1836200002	1825 7TH ST NW	V						
1836200005	1813 7TH ST NW	V						
1836200007	1820 6TH ST NW	V						
1836200008		V						
1836200009		V						
1836200010		V						
1836200011	1920 5TH ST NW	V						
1836200012	1910 5TH ST NW	V						
1836200013	1829 6TH ST NW	V						
1836200014	1827 6TH ST NW	V						
1836200017	1804 5TH ST NW	V						
1836200018	1803 6TH ST NW	V						
1836200019	1811 6TH ST NW	V						
1836201008	1744 6TH ST NW	V						
1836201009	1726 6TH ST NW	V						
1836201010	1722 6TH ST NW	V						
1836201011	604 PARK AVE NW	V						
1836201014	528 PARK AVE NW	V						
1836201015	1721 6TH ST NW	V						
1836201017	1727 6TH ST NW	V						
1836201018	1729 6TH ST NW	V						
1836201019	1722 5TH ST NW	V						
1836201020	1720 5TH ST NW	V						
1836201022	1714 5TH ST NW	V						
1836201025	512 PARK AVE NW	V						
1836201026	526 PARK AVE NW	V						
1836201030	1729 5TH ST NW	V						
1836201031	1733 5TH ST NW	V						
1836201032	1735 5TH ST NW	V						
1836201033	1737 5TH ST NW	V						
1836201034	1741 5TH ST NW	V						
1836201035	1739 5TH ST NW	V						
1836201036	1818 GRANT ST	V						
1836202001	1740 5TH ST NW	V						
1836225003	1810 5TH ST NW	V						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1836226011		V						
1836228001	2100 GRANT ST	U	V					
1836229001	1920 GRANT ST	V						
1836230001	2270 GRANT ST	U						
1836230002	2280 GRANT ST	U						
1836250001	1905 GRANT ST	V						
1836250002	2007 GRANT ST	V						
1836250004	2027 GRANT ST	V						
1836250005		AC	V					
1836250006	2119 HWY 60 W	AB	U	V				
1836250007	333 WESTERN AVE N	U						
1836275017	226 PARK AVE NW	V						
1836276001	300 PARK AVE NW	V						
1836277001	1747 GRANT ST	V						
1836300005	1917 4TH ST NW	AC						
1836301003		AC						
1836301004	25 FRINK AVE	AC						
1836301005	35 FRINK AVE	AC						
1836301006	41 FRINK AVE	AC						
1836301007	109 FRINK AVE	AC						
1836301014	30 FRINK AVE SW	AC						
1836301015	36 FRINK AVE SW	AC						
1836301016	100 FRINK AVE	AC						
1836301017	106 FRINK AVE SW	AC						
1836301018	118 FRINK AVE	AC						
1836301026		AC						
1836301027		AC						
1836301028	1723 3RD ST SW	AC						
1836301041		AC						
1836301048	123 PARK AVE SW	AC						
1836301051	1714 3RD ST SW	AC						
1836325009	1917 4TH ST NW	AC						
1836375004	21126 BAGLEY AVE	AC						
1836376003	517 LADONNA LN	AC						
1836376004		AC						
1836376005		AC						
1836376006		AC						
1836377011	1801 JENSEN DR	AC						
1836377012	1807 JENSEN DR	AC						
1836377013	701 MAPLE LAWN AVE	AC						
1836377014		AC						
1836400003	1150 3RD ST SW	AD						
1836400005	228 9TH AVE SW	AD						
1836403011	85 PRAIRIE AVE	AD						
1836405002	1077 2ND ST SW	AD						
1836425017	1525 DIVISION ST W	AC						
1836425018	1605 DIVISION ST W	AC						
1836425019	1615 DIVISION ST W	AC						
1836425023		AC						
1836425024		AC						
1836450002	412 PRAIRIE AVE	AD						
1836450003	510 PRAIRIE AVE	AD						
1836450004	511 VALLEY VIEW RD	AD						
1836450005	604 PRAIRIE AVE	AD						
1836453001	628 PRAIRIE AVE	AD						
1836453002	709 VALLEY VIEW RD	AD						
1836453003	713 VALLEY VIEW RD	AD						
1836453004	1320 8TH ST SW	AD						
1836453006	714 PRAIRIE AVE	AD						
1836453007	710 VALLEY VIEW RD	AD						
1836453008	714 VALLEY VIEW RD	AC	AD					
1836453009	722 VALLEY VIEW RD	AD						
1836453010	804 WESTWOOD DR	AC	AD					
1836454001	606 PRAIRIE AVE	AD						
1836454002	607 VALLEY VIEW RD	AD						
1836454003	607 VALLEY VIEW RD	AD						
1836454004	617 VALLEY VIEW RD	AD						
1836454005	619 VALLEY VIEW RD UNIT A	AD						
1836454006	620 PRAIRIE AVE	AD						
1836454007	616 PRAIRIE AVE	AD						
1836454008	612 VALLEY VIEW RD	AD						
1836454009	620 VALLEY VIEW RD	AD						
1836475001	330 9TH AVE SW	AD						
1836475002	1225 3RD ST SW	AD						
RR_42		AF						
RR_45		V						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
RR_46		AH						
1835150013	3050 HWY 60 W	AA	AB					
1807226001	705 17TH ST SW	AL	AM					
1836226001	1903 7TH ST NW	V						
1836226003	1907 7TH ST NW	V						
1836226010	2039 7TH ST NW	V						
1836226002	1905 7TH ST NW	V						
1836226008	2011 7TH ST NW	V						
1836226009	2035 7TH ST NW	V						
1830276025	1328 3RD AVE NW	R						
1830276002		R						
1831251097	713 1ST ST NW	AD						
1831251098	719 1ST ST NW	AD						
1820451005	2021 LEGACY DR	N						
1820451004		N						
1820451023	2013 GOLDENRAY DR	N						
1820475001		T	N	O				
1807150001		AM	AN					
1807125003		AM	AN					
1807125002		AM						
1807200001	1740 WILLOW ST	AM						
1806375002	704 17TH ST SW	AL	AM	AI	AJ			
1836425026	221 LYNDALE AVE S	AC						
1836426001	1415 TOWN SQUARE LN	AC	AD					
1836425027	329 FARIBAULT RD	AC						
1812175002		AL						
1824379018	2123 BARD CT	Q	J					
1820452002	1135 IVY WAY	N						
1820452003	1145 IVY WAY	N						
1820452004	1155 IVY WAY	N						
1820452005	1165 IVY WAY	N						
1820452006	1175 IVY WAY	N						
1820452038	2105 GOLDENRAY DR	N						
1813351003		E						
1813351001	2300 AIRTECH DR	D	E					
1813351002	2200 AIRTECH DR	D	E					
1819325001	680 24TH AVE NW	K	L					
1819300002	300 24TH ST NW	L						
1831126206	128 4TH ST NW	X						
1831126214	430 2ND AVE NW	X						
1824150001	2831 PARK AVE NW	J	K	E				
1806251015	1030 WILLOW ST	AJ						
1806251014	1070 WILLOW ST	AJ						
1801225001	21126 BAGLEY AVE	AH	AB	AC				
1813428001		A	B					
1813428002	3800 PARK AVE NW	A	B					
1400000900		AL	AH					
1813402004	3801 PARK AVE NW	B						
1813403001	1305 40TH ST NW	B						
1829150003	1518 11TH AVE NE	T						
1829150004		T						
1800000903		W	X	R				
1824151013	1506 30TH ST NW	E	F					
1824476024		K						
1836301049		AC						
1836150007	1701 4TH ST NW	AC	V					
1836375002	410 FRINK AVE	AC						
1836375001		AC						
1831325007	801 DIVISION ST W	AD	AD					
1831327001	803 DIVISION ST W	AD	AD					
1401325003		AH						
1829326004	1000 SHUMWAY AVE	Y	Z	S				
1829350001	315 OLOF HANSON DR	Y	Z					
1013400001	17750 ACORN TRL	F	B					
1133250002	3010 KENYON BLVD							
1819201002		F	G					
1819202002		G						
1819226003	18180 ACORN TRL	F						
1824100001	840 30TH ST NW	F						
1824126001		E	J					
1824151011		K						
1824200001		E						
1824275002	1810 30TH ST NW	J	E					
1824278002	1807 30TH ST NW	J						
1824278003	1815 30TH ST NW	J						
1824278004	2707 CARDINAL AVE	J						

100-year Event Parcel Flooding Potential								
Parcel ID	Site Address	Corresponding Map Letter						
1825278028	1825 PAULIS DR	Q						
1825278030	1817 PAULIS DR	Q						
1825278031	1809 PAULIS DR	Q						
1825326001		Q						
1825326002	1724 13TH ST NW	Q						
1830151005	9 16TH ST NW	R						
1830151006	13 16TH ST NW	R						
1830151007	1519 1ST AVE NW	R						
1830151008	1515 1ST AVE NW	R						
1830151009	128 15TH ST NW	R						
1830151011	22 15TH ST NW	R						
1830151015	1518 CENTRAL AVE	R						
1830275001	1500 2ND AVE NW	R						
1830426010	128 15TH ST NW	R						
1831176002	200 HERITAGE PL	AF	Y					
1831176003		AF	Y					
1831351015	615 CARLTON AVE	AD						
1832475006		AG						
1836225004		U	V					
1000000900		B						
1825150034	1320 LYNDALE AVE N	Q						
1825275001	1718 BRADLEY RD	Q						
1800000901		AH	AC	AD	W	K	F	B
1830151002	128 15TH ST NW	R						
1825327018		Q						
1825327017		Q						
1825327002	2100 13TH ST NW	Q						
1800000900		AK	AF	Y	S	M		
1831126503		AF						
1831176004		AF						
1824280004		E	J					
1824280002		J	E					
1824280001		J	E					
1824280003		J	E					
1836227013	2125 7TH ST NW	U	V					
1831181002		AF						
1831181001	125 1ST AVE NE	AF						
1824176004	2917 INDUSTRIAL DR	K	F					
1824176003	2975 INDUSTRIAL DR	F						
1825427001	1210 LYNDALE AVE N	Q						
1830151001	128 15TH ST NW	R	S					
1118275001		F	G	B				
1118375002		F	G					
1118350001		F	G	B				
1118350002	17880 ACORN TRL	F						
1118350003		F						
1013475001	17900 ACORN TRL	F						
1133325004	5 16TH AVE NE							

Inlet Capacity Table			
Catchment Name	**Peak 10-year 24-hour Runoff (cfs)**	**Existing Catch Basins within Catchment**	**Additional Catch Basins Needed within Catchment**
6541	12.8	3	2
6555	5.0	1	1
20012	1.9	0	1
6535	8.9	2	1
6082	6.8	1	2
3547	4.2	1	1
1474	0.4	0	1
2491	6.4	1	2
2572	5.5	1	1
3172	0.5	0	1
3482	4.6	1	1
3515	4.1	1	1
3613	3.1	1	1
3826	3.5	1	1
3902	7.2	1	2
4293	3.0	0	1
5057	4.4	1	1
5132	3.0	1	1
5863	16.8	1	5
5975	5.1	1	1
6108	9.4	1	3
6601	4.1	1	1
2055	4.1	1	1
2134	6.1	1	2
2143	3.6	1	1
2219	3.1	1	1
2229	8.2	1	2
2344	8.0	1	2
2650	5.6	1	1
2677	6.1	1	2
2707	4.8	1	1
2760	4.6	1	1
3928	5.8	1	1
4115	3.2	1	1
5349	8.1	1	2
5350	3.4	1	1
5732	4.5	1	1
6542	8.5	1	2
6556	10.8	1	3
6562	12.9	1	4
6920	4.1	1	1
6935	7.6	1	2
6958	9.6	1	3

Catchment Name	Peak 10-year 24-hour Runoff (cfs)	Existing Catch Basins within Catchment	Additional Catch Basins Needed within Catchment
6965	6.2	1	2
7079	6.2	1	2
7241	4.6	0	2
216	9.9	1	3
20006	13.9	1	4
20026	4.2	0	2
20056	12.2	0	5
20098	4.7	1	1
2783	5.1	1	1
1156	7.5	2	1
1161	6.8	2	1
1177	9.5	2	2
1215	11.2	3	1
1273	10.8	3	1
1706	15.0	2	4
1776	13.9	3	2
1780	14.4	2	3
1829	21.5	6	2
1837	6.6	2	1
1864	6.5	2	1
2452	7.2	2	1
2487	12.2	3	2
2521	6.5	2	1
2570	10.2	2	2
2623	9.8	3	1
2987	15.9	3	3
2994	9.0	2	2
3001	7.3	2	1
3011	12.8	4	1
3267	7.7	2	1
3298	14.0	3	2
3460	10.3	3	1
3478	9.0	2	1
3492	6.8	2	1
3509	18.3	4	3
3519	6.6	2	1
3542	6.6	2	1
3615	6.5	2	1
3688	12.3	3	2
3800	11.7	3	1
3806	9.1	3	1
3815	9.2	3	1
3847	8.2	2	1
3850	11.7	3	1

Catchment Name	Peak 10-year 24-hour Runoff (cfs)	Existing Catch Basins within Catchment	Additional Catch Basins Needed within Catchment
3851	6.2	2	1
3854	6.6	2	1
3878	10.6	2	2
3898	13.5	3	2
4323	17.5	2	4
4324	14.7	4	1
4328	6.3	2	1
4329	36.1	10	3
4378	9.2	3	1
4405	13.2	2	3
5019	7.7	2	1
5126	9.5	2	2
5137	7.8	2	1
5155	6.1	2	1
5299	7.0	2	1
5300	9.3	3	1
5756	6.8	2	1
5862	14.4	4	1
6037	7.9	2	1
6068	6.6	2	1
6323	12.7	4	1
6489	13.3	4	1
6514	13.7	3	2
6522	14.5	4	1
6898	10.4	3	1
7333	6.1	2	1
30401	19.5	6	1
1347	31.9	3	8
1359	15.6	3	3
2009	6.8	2	1
2029	13.8	4	1
2047	21.1	4	4
2070	6.9	2	1
2078	22.3	7	1
2084	6.5	2	1
2127	9.7	2	2
2231	12.3	3	2
2281	6.2	2	1
2326	11.6	2	2
2329	14.6	4	1
2375	6.7	2	1
2647	11.8	2	2
2657	7.8	2	1
2676	6.1	2	1

Catchment Name	Peak 10-year 24-hour Runoff (cfs)	Existing Catch Basins within Catchment	Additional Catch Basins Needed within Catchment
2681	8.2	2	1
2750	7.8	2	1
4221	17.0	2	4
5477	7.2	2	1
5680	15.5	3	3
5731	8.1	2	1
5776	15.5	5	1
5915	21.2	4	4
6373	9.9	2	2
6546	7.4	2	1
6547	14.0	2	3
6937	7.3	2	1
6948	19.3	4	3
6966	11.3	2	2
3284	13.9	4	1
20004	7.0	2	1
20200	16.0	2	4
3575	6.0	2	1
56712	11.9	2	2
6550	10.7	3	1

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - Second Reading

Background:

On June 14, 2022, the City Council approved the first reading of Ordinance 2022-14, which removes the Heritage Preservation Overlay Zoning District from the former Johnston Hall site at 633 1st Street SE. Since the first reading of the ordinance, the City received no public comments, and Staff made no substantive changes to the ordinance.

Recommendation:

Approve Ordinance 2022-14 on second reading.

Attachments:

1. Ordinance 2022-14 Remove the Heritage Preservation Overlay District from the Site of the Former Johnston Hall at 633 1st Street SE

CITY OF FARIBAULT
ORDINANCE No. 2022-14

REMOVE THE HERITAGE PRESERVATION OVERLAY ZONING DISTRICT FROM THE FORMER JOHNSTON HALL SITE AT 633 1ST STREET SE

WHEREAS, the former Johnston Hall, at 633 1st Street SE, was constructed in 1888 and placed on the National Register of Historic Places; and

WHEREAS, the City of Faribault included the property in the City's heritage preservation overlay zoning district; and

WHEREAS, Johnston Hall became vacant and deteriorated to the point that it presented a life-safety concern; and

WHEREAS, the Faribault City Council, on September 14, 2021, approved Resolution #2021-195, which authorized the issuance of a demolition permit for Johnston Hall; and

WHEREAS, Allina Health System, the owner of Johnston Hall, demolished Johnston Hall in the fall of 2021; and

WHEREAS, because there is no longer a historic structure at 633 1st Street SE, it is no longer appropriate to include the property in the City's heritage preservation overlay zoning district; and

WHEREAS, after appropriate public notice, the Planning Commission held a public hearing on June 6, 2022, to consider removing the heritage preservation overlay zoning district from the property at 633 1st Street SE; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council remove the heritage preservation overlay zoning district from the property at 633 1st Street SE based on the following written findings of the Planning Commission outlined in Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

   Finding: The Land Use Plan identifies the area for institutional use. Removal of the property from the heritage preservation overlay zoning district does not affect the Land Use Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: Because the historic building at 633 1st Street SE no longer exists, it is in the public interest to remove the heritage preservation overlay zoning district from the property.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Because the historic building at 633 1st Street SE no longer exists, it is in the public interest to remove the heritage preservation overlay zoning district from the property. The property will continue to be zoned for public/institutional uses.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Because the historic building at 633 1st Street SE no longer exists, it is in the public interest to remove the heritage preservation overlay zoning district from the property. The property will continue to be zoned for public/institutional uses.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Because the historic building at 633 1st Street SE was removed for life-safety reasons, it is no longer appropriate to have a heritage preservation overlay zoning district associated with the property.

WHEREAS, the City Council held a public meeting on June 14, 2022, to consider approval of the first reading of Ordinance 2022-14; and

WHEREAS, the City Council also held a public meeting on June 28, 2022, to consider approval of the second reading of Ordinance 2022-14; and

WHEREAS, based on the City Staff report, the results of the public hearing,

and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Removal of the heritage preservation overlay zoning district. The Faribault City Council hereby removes the heritage preservation overlay district from the property at 633 1st Street SE, as depicted in Exhibit A of this ordinance.

Section 2: Zoning map need not be republished. The City of Faribault is not required to republish the city zoning map to reflect the removal of the heritage preservation overlay zoning district. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 3: Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 4: Effective date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing:	June 6, 2022
First Reading:	June 14, 2022
Second Reading:	June 28, 2022
Publication:	July 6, 2022

Faribault City Council

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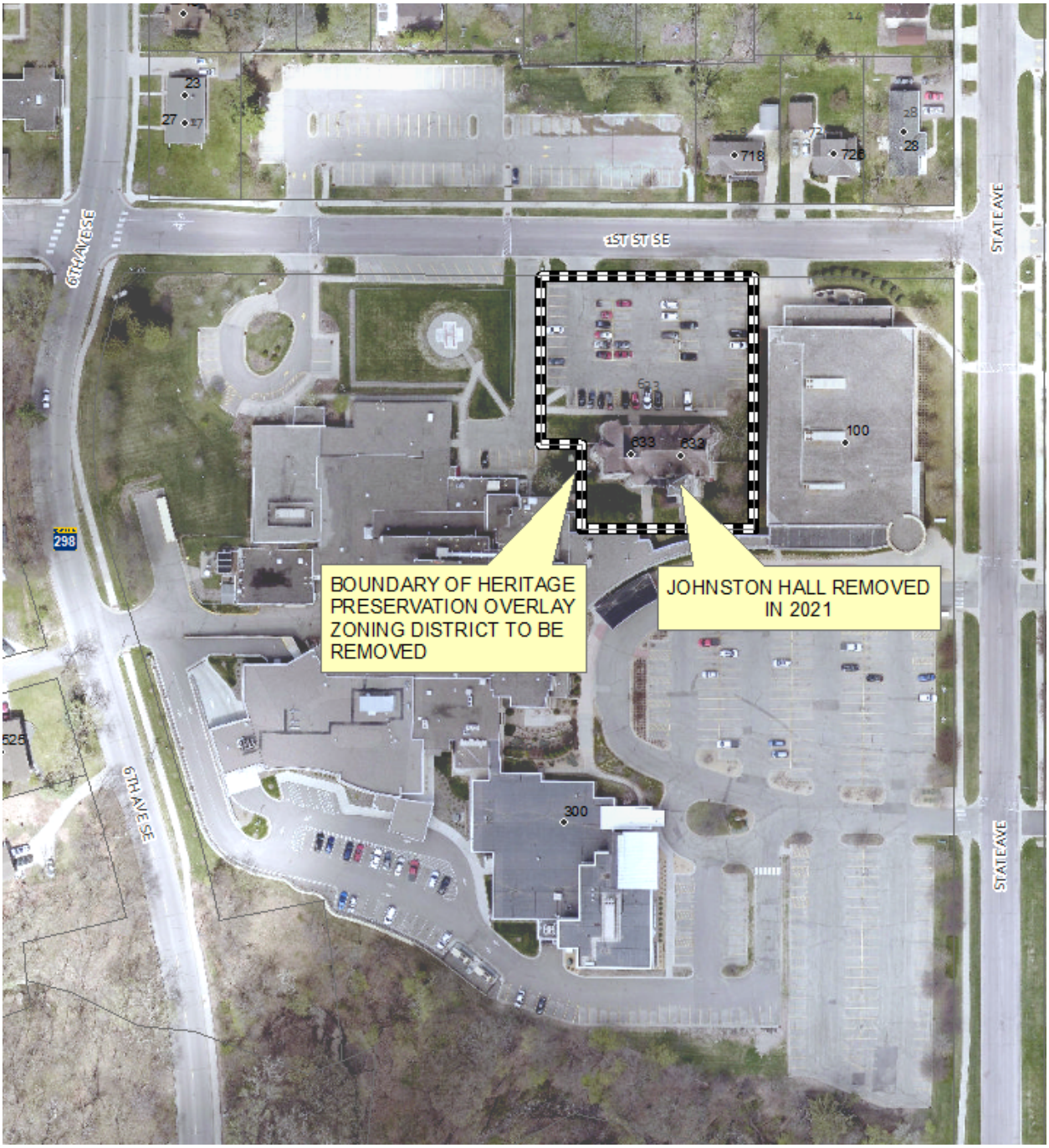
Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A
Removal of Heritage Preservation Overlay District at
633 1st Street SE



Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Summary Publication - Ordinance 2022-14

Background:

Ordinance 2022-14 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-14.

Recommendation:

Approve the summary publication of Ordinance 2022-14.

Attachments:

1. Ordinance 2022-14 Summary Publication

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-14

REMOVE THE HERITAGE PRESERVATION OVERLAY ZONING DISTRICT FROM THE FORMER JOHNSTON HALL SITE AT 633 1ST STREET SE

On June 28, 2022, the Faribault City Council approved Ordinance 2022-14, which removes the Heritage Preservation Overlay District from the former Johnston Hall site at 633 1st Street SE. Johnston Hall was demolished in 2021 due to safety concerns with the building's structure. Ordinance 2022-14 appropriately removes the Heritage Preservation Overlay Zoning District from the site because no historic building or use exists on the site. A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing: June 6, 2022
First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 6, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - Second Reading

Background:

On June 14, 2022, the City Council approved the first reading of Ordinance 2022-15, which rezones the Allina Health System Campus to P/I, Public/Institutional. Since the first reading of the ordinance, the City received no public comments, and Staff made no substantive changes to the ordinance.

Recommendation:

Approve Ordinance 2022-15 on second reading.

Attachments:

1. Ordinance 2022-15 Rezone Allina Health System Campus to PI, Public Institutional

CITY OF FARIBAULT
ORDINANCE No. 2022-15

REZONE THE ALLINA HEALTH SYSTEM CAMPUS TO P/I, PUBLIC/INSTITUTIONAL

WHEREAS, the parcels on the Allina Health System campus south of 1st Street SE are currently zoned R-4, High-Density Residential; and

WHEREAS, the parcels on the Allina Health System campus east of State Street SE are currently zoned R-4- High Density Residential; and

WHEREAS, the parcels on the Allina Health System campus north of 1st Street SE and west of State Avenue, including 14 State Avenue, are currently zoned R-2, Low-Density Residential; and

WHEREAS, the City of Faribault created the Public/Institutional zoning district to accommodate public and institutional uses, such as the Allina Health System campus; and

WHEREAS, the City initiated an application to rezone all parcels on the Allina Health System campus, including 14 State Avenue, to P/I, Public/Institutional; and

WHEREAS, the Planning Commission, on June 6, 2022, following proper notice, held a public hearing regarding rezoning the Allina Health System campus to P/I, Public/Institutional, as shown in Exhibit A; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the all parcels on the Allina Health System campus to P/I, Public/Institutional, based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

   Finding: The proposed P/I, Public/Institutional zoning is consistent with the City's Land Use Plan, which guides most of the Allina Health System campus for institutional use. The Land Use Plan guides part of the campus, including 14 State Avenue, for established residential neighborhood, which allows limited institutional uses.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

   Finding: It is in the public interest to rezone the Allina Health System campus from residential zoning districts to the P/I,

Public/Institutional zoning district because the existing uses are institutional uses, which are consistent with the City's vision for the campus.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Rezoning the Allina Health System campus, including 14 State Avenue, does not directly affect the current uses. Any significant redevelopment would require a public hearing to amend the planned unit development overlay zoning district associated with the campus.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Rezoning the Allina Health System campus, including 14 State Avenue, does not directly affect the current uses.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Rezoning the Allina Health System campus to P/I, Public/Institutional, is not based on a change in character or development trends in the area. The proposed rezoning relates to the existing institutional uses on the campus.

WHEREAS, the City Council held a public meeting on June 14, 2022, to consider approval of the first reading of Ordinance 2022-15; and

WHEREAS, the City Council also held a public meeting on June 28, 2022, to consider approval of the second reading of Ordinance 2022-15; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Rezone the Allina Health System campus to P/I, Public/Institutional. The Faribault City Council hereby rezones the Allina Health System campus, depicted in Exhibit A of this ordinance, to P/I, Public/Institutional.

Section 2: The zoning map need not be republished. The City of Faribault is not required to republish the city zoning map to reflect the rezoning. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 3: Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 4: Effective date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing:	June 6, 2022
First Reading:	June 14, 2022
Second Reading:	June 28, 2022
Publication:	July 6, 2022

Faribault City Council

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Kevin F. Voracek, Mayor

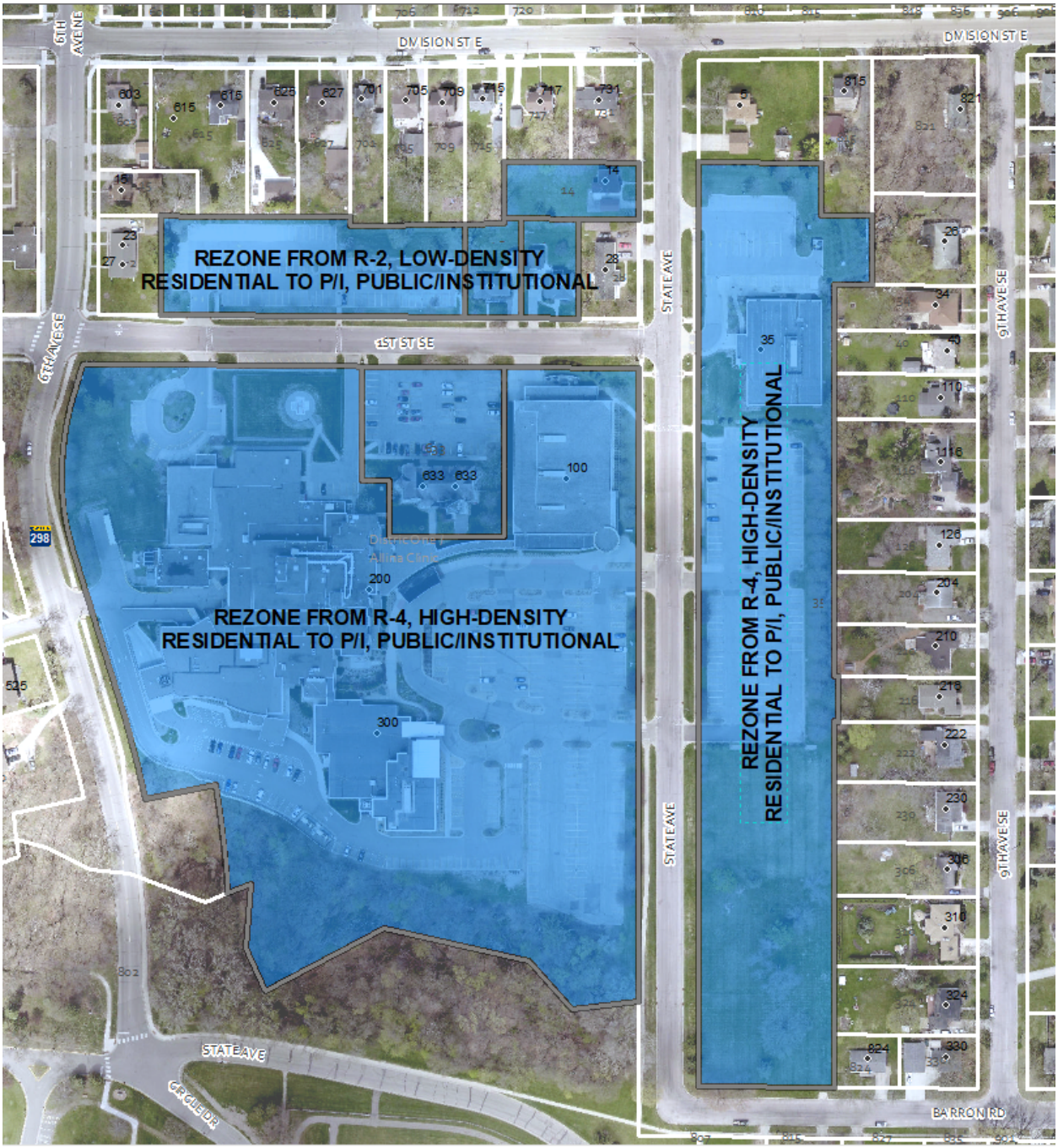
ATTEST:

_____

Timothy C. Murray, City Administrator

EXHIBIT A

Map Showing the Proposed P/I, Public/Institutional Zoning District on the Allina Health System Campus



Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Summary Publication - Ordinance 2022-15

Background:
Ordinance 2022-15 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-15.

Recommendation:
Approve the summary publication of Ordinance 2022-15.

Attachments:
1. Ordinance 2022-15 Summary Publication

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-15

REZONE THE ALLINA HEALTH SYSTEM CAMPUS TO P/I, PUBLIC/INSTITUTIONAL

On June 28, 2022, the Faribault City Council approved Ordinance 2022-15, which rezones the Allina Health System Campus near 1st Street SE and State Avenue from R-2, Low-Density Residential and R-4, High-Density Residential to P/I, Public/Institutional. A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing: June 6, 2022
First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 6, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - Second Reading

Background:

On June 14, 2022, the City Council approved the first reading of Ordinance 2022-16, which rezones the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and approves the related Development Plan. Since the first reading of the ordinance, the City received no public comments, and Staff made no substantive changes to the ordinance.

Recommendation:

Approve Ordinance 2022-16 on second reading.

Attachments:

1. Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District 2022-16 and Approve Related Development Plan

CITY OF FARIBAULT
ORDINANCE No. 2022-16

REZONE THE ALLINA HEALTH SYSTEM CAMPUS TO PUD OVERLAY ZONING DISTRICT #2022-16 AND APPROVE RELATED DEVELOPMENT PLAN

WHEREAS, Allina Health System (the Owner) submitted an application to the City of Faribault requesting approval of an amendment to PUD (Planned Unit Development) Overlay Zoning District #2015-15 for property commonly referred to as the Allina Health System Campus and legally described and graphically depicted in *Exhibit A: Legal Description and Graphic Depiction of Subject Property*; and

WHEREAS, PUD Overlay Zoning District #2015-15 includes multiple references to Johnston Hall, which the Owner demolished after City approval in 2021 due to safety concerns; and

WHEREAS, Ordinance 2022-16 is intended to repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16 to reflect the removal of Johnston Hall from the Allina Health System campus; and

WHEREAS, PUD Overlay Zoning District #2022-16 is intended to facilitate coordination of uses, parking, circulation, signage, stormwater management, and other features on the campus in a manner that benefits the uses on the campus but that also provides the public with convenient access to interrelated healthcare services; and

WHEREAS, the Planning Commission, on June 6, 2022, following proper notice, held a public hearing regarding the Owner's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay District #2020-16 for the property described in Exhibit A, based on the following written findings of the Planning

Commission as outlined in Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

   Finding: The Land Use Plan guides the subject property for public-semi public use, which includes hospitals and related uses. The primary uses in the PUD Overlay Zoning District #2022-16 are consistent with the institutional uses described in the City's Journey to 2040 Comprehensive Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

   Finding: The PUD Overlay Zoning District #2022-16 benefits the public by providing a planned and established area in the community for convenient access to interrelated healthcare services.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The existing uses in the PUD Overlay Zoning District #2022-16 are compatible with the surrounding residential neighborhood. The PUD Overlay Zoning District #2022-16 primarily clarifies allowable existing and potential uses in the District.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The PUD Overlay Zoning District #2022-16 primarily clarifies existing and potential uses in the district. The rezoning does not significantly change the allowable uses in the area.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The PUD Overlay Zoning District #2022-16 allows the existing campus to continue improving and serving the growing and changing health needs of the community.

WHEREAS, the Planning Commission also hereby finds that establishing the PUD Overlay Zoning District #2022-16 for the property legally described in Exhibit A is appropriate with the findings described in the above recital and with the following findings related to the applicable objectives, as described in Section 14-20 of the City's Unified Development Ordinance, which the City Council must consider in the approval of a planned unit development:

1. **Objective: Accommodation of the growing demand for housing of all types and for commercial facilities conveniently located to such housing.**

   Finding: The PUD Overlay Zoning District #2022-16 allows the potential for housing in the district that is consistent with the underlying zoning district. This housing could benefit staff on the campus. It could also benefit residents by providing housing conveniently located near existing healthcare uses.

2. **Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

   Finding: The PUD Overlay Zoning District #2022-16 includes interrelated healthcare uses that benefit by their proximity to each other. It allows coordinated parking, circulation, signage, and other features, which benefits those accessing the uses in the district.

3. **Objective: Preservation of historical or cultural landscape features through private or public reservation of land.**

   Finding: After many years of trying to find a viable use for the former Johnston Hall, which is on the National Register of Historic Places, the Owner demolished Johnston Hall in 2021 due to significant building safety concerns. No significant historical or cultural features exist on the Allina Health System campus today. However, the PUD Overlay Zoning District #2022-16 includes an area for a Johnston Hall memorial.

4. **Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.**

   Finding: The PUD Overlay Zoning District #2022-16 strengthens the ability of the property owners and tenants in the district to coordinate

architectural styles and building forms in a manner that is compatible with the interrelated uses in the district and surrounding residential neighborhood.

WHEREAS, the Planning Commission also hereby finds the Development Plan for PUD Overlay Zoning District #2022-16 associated with the property legally described in Exhibit A is appropriate with the following findings as required by Section 14-140 of the City's Unified Development Ordinance:

Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.

Expanded Finding 1: The Owner controls all of the land included in the Development Plan for PUD Overlay Zoning District #2022-16. Consequently, the Owner has control over maintenance and upkeep of all of the subject property.

Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.

Expanded Finding 2: The Development Plan does not create new accesses from and onto public right-of-ways. The Development Plan substantially maintains the existing interior circulation at the subject property. It does not create congestion or dangers and it is adequate for the safety of the project residents, employees, and the public.

Finding 3: A sufficient amount of usable open space is provided.

Expanded Finding 3: The Development Plan does not adversely affect any existing usable open space. Other than a proposed Johnston Hall memorial and the potential expansion of an existing parking lot on the site of the former Johnston Hall, the Development Plan does not anticipate any future development or loss of open space at this time.

Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.

Expanded Finding 4: The Development Plan does not anticipate future buildings or building additions. Any future buildings or significant additions to existing buildings would require a PUD amendment.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The Development Plan does not anticipate future buildings or building additions. The existing architectural design of the campus is compatible with the surrounding area.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The Development Plan does not significantly affect public infrastructure. Stormwater is accommodated in a manner consistent with City and other applicable regulations.

Finding 7: The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.

Expanded Finding 7: The Development Plan does not anticipate any significant new development at this time. Any significant future development would require a PUD amendment.

Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded Finding 8: The City's Journey to 2040 Comprehensive Plan guides the subject property for institutional use, which is consistent with the Development Plan; and

WHEREAS, the City Council held a public meeting on June 14, 2022, to conduct a first reading of the rezoning of the property legally described in Exhibit A to PUD Overlay Zoning District #2022-16 and approve the related Development Plan; and

WHEREAS, the City Council also held a public meeting on June 28, 2022, to conduct a second reading of the rezoning of the property legally described in Exhibit A to PUD Overlay Zoning District #2022-16 and approve the related Development Plan; and

WHEREAS, it is in the best interest of the Owner and the City to repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16; and

WHEREAS, the City Council concurs with the findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings. The recitals set forth in this Ordinance and the Exhibits attached hereto are incorporated into and made a part of this Ordinance, and where applicable, constitute the findings of the City Council.

Section 2: Repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16. The City Council hereby repeals and replaces PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16, which provides as follows:

PUD Overlay Zoning District #2022-16

A. Intent. PUD Overlay Zoning District #2022-16 encompasses an existing healthcare campus in Faribault. The district benefits the public by providing a planned and established area in the community for convenient access to interrelated healthcare services. The intent of the district is as follows:

1. Facilitate the integrated use of the existing hospital and related complementary uses in the district in a manner compatible with the surrounding residential neighborhood.

2. Ensure that new uses in the district are compatible with the existing healthcare uses in the district and the surrounding residential neighborhood.

3. Coordinate parking, circulation, signage, architecture, and other related features between the uses in the district.

4. Balance the value of future expansion in the district with the need to protect significant natural features and provide quality and functional outdoor spaces.

B. Permitted Uses. The following shall be permitted uses in the PUD Overlay Zoning District #2022-16:

1. All uses permitted in the underlying P/I, Public/Institutional Zoning District;

2. Hospital;

3. Medical, dental, and mental health clinics, including ambulatory care centers;

4. Medical or dental laboratory;

5. Heliport, as an accessory use to a hospital;

6. Massage parlor;

7. Offices;

8. Short term lodging related to the health system campus staff and visitors;

9. Existing residential uses established before the adoption of this Ordinance;

10. Retail that is incidental and complementary to uses on the health system campus, including, but not limited to a gift shop, coffee shop, or similar use;

11. Parking as a principal use on a parcel; and

12. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2022-16.

C. Conditional Uses. The following shall be conditional uses in the PUD Overlay Zoning District #2022-16:

1. All conditional uses in the P/I, Public/Institutional Zoning District. In the event permitted uses in the PUD Overlay Zoning District #2022-16 conflict with the conditional uses of the underlying district, the permitted uses in the PUD Overlay Zoning District #2022-16 as outlined in this Ordinance shall apply.

2. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City has determined that the uses are consistent with the intent for conditional uses in the PUD Overlay Zoning District #2022-16.

D. Accessory Uses and Standards. Accessory uses associated with residential uses in the PUD Overlay Zoning District #2022-16 shall be consistent with the residential accessory uses and standards specified in the City's Unified Development Ordinance. Accessory uses associated with nonresidential uses in the PUD Overlay Zoning District #2022-16 shall be associated with the nonresidential

accessory uses and standards specified in the City's Unified Development Ordinance.

E. Setback Requirements for Principal Buildings. Principal building setbacks adjacent to a public street and at the periphery of the PUD Overlay Zoning District #2022-16 shall be consistent with the principal building setback requirements of the underlying zoning district, unless allowed otherwise by this Ordinance.

F. Principal Building Height. The height of principal buildings in the PUD Overlay Zoning District #2022-16 shall be consistent with the height requirements of principal buildings in the underlying P/I, Public/Institutional district.

G. Density, Floor Area Ratio, and Open Space. The PUD Overlay Zoning District #2022-16 shall strive to provide a minimum of 20 percent open space. However, there shall be no required standard related to density, floor area ratio, or open space. Significant open space in the PUD Overlay Zoning District #2022-16, including, but not limited to wooded ravines, shall be protected to the maximum extent practical as required by other applicable ordinances. The PUD Overlay Zoning District #2022-16 shall provide and maintain quality outdoor spaces in the form of landscaped plazas, gardens, and/or other amenities for use by employees and visitors in the district.

H. Architecture. The architectural design of structures in the PUD Overlay Zoning District #2022-16 shall be compatible with each other and with the surrounding residential neighborhood.

I. Access, Parking, and Circulation. The PUD Overlay Zoning District #2022-16 shall have a Comprehensive Access, Parking, and Circulation Plan on file with the City, which ensures adequate and coordinated access, parking, and circulation between all uses in the district, as follows:

1. The plan shall identify measures that the Owner will implement to help ensure that patients and visitors have adequate, convenient, and safe parking near the entrances to the healthcare facilities. Such measures shall include signage that clearly designates specific parking areas for visitors, patients, employees, and others. Other measures shall include developing and implementing a communication plan that will help ensure that employees park in designated employee parking areas.

2. A minimum of 642 onsite parking spaces shall be provided for the uses in the district as shown in Exhibit B: Development Plan for the PUD Overlay Zoning District #2022-16).

3. No intensification of use in the PUD Overlay Zoning District #2022-16 shall be permitted unless the existing parking in the district accommodates the additional parking demand as required by the City's Unified Development Ordinance or a City-approved parking study. The City's Development Review Committee may approve minor changes to the parking and circulation shown on the Development Plan. Specifically, the City's Development Review Committee may approve parking lot revisions and expansion at the site of the former Johnston Hall.

4. Any situation in which a required parking space is rendered unusable by snow storage, materials, equipment, or other means, shall be promptly remedied and the required parking space returned to a usable condition.

5. Handicapped-accessible parking spaces shall be provided at a ratio consistent with the standards of the Americans with Disabilities Act and the Minnesota Accessibility Code for the appropriate uses in the PUD Overlay Zoning District #2022-16, recognizing hospital and rehabilitation uses require a higher percentage of handicapped-accessible parking spaces than other uses.

6. No new access of public streets or highways shall be provided without the written consent of the appropriate street jurisdiction.

7. All deliveries to the west delivery dock of the existing hospital use shall be performed by maneuvering wholly onsite. No stopping or backing from 6th Street SE shall be permitted by delivery or service vehicles unless specifically approved by the City of Faribault and any other pertinent governing authority.

J. Landscaping and Screening. Landscaping and screening in the PUD Overlay Zoning District #2022-16 shall be consistent with the applicable standards of the City's Unified Development Ordinance. However, in conjunction with site plan review required for future development in the district, the City may require additional landscaping and screening (above that required by the Unified Development Ordinance), particularly where the periphery of the PUD Overlay Zoning District #2022-16 abuts existing or guided residential

uses or where the City finds that additional landscaping is needed to offset development in the district.

K. Signs. The PUD Overlay Zoning District #2022-16 shall have a Comprehensive Sign Plan, which ensures coordinated and compatible signage for all uses in the district, as follows:

1. The Comprehensive Sign Plan shall be approved by the City Planner or other Authorized Agent of the City.

2. All signs shall be substantially consistent with the general sign provisions specified in Chapter 9, Article 1 of the City's Unified Development Ordinance.

3. Signs associated with residential uses in the district shall be substantially consistent with the sign requirements related to residential uses as specified in Chapter 9, Article 2 of the City's Unified Development Ordinance.

4. Signs associated with healthcare or commercial uses in the district shall be substantially consistent with the sign requirements related to commercial uses as specified in Chapter 9, Article 2 of the City's Unified Development Ordinance.

5. The City Planner or other Authorized Agent of the City shall have the authority to waive specific sign requirements specified in Chapter 9 of the City's Unified Development Ordinance (especially as they relate to directional signage and parking signage), provided that the waiver furthers the intent of the PUD Overlay Zoning District #2022-16 and is in the best interest of community.

L. Other Required Standards. Development in the PUD Overlay Zoning District #2022-16 shall be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this Ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

M. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2022-16. Development in the PUD Overlay Zoning District #2022-16 shall be in substantial conformance with the approved Development Plan shown in Exhibit B.

Section 3: Rezoning of Parcels to PUD Overlay Zoning District #2022-16.

1. Parcels in the Allina Health System campus legally described in *Exhibit A: Legal Description and Graphic Depiction of the Subject Property,* are hereby rezoned to PUD Overlay Zoning District #2022-16.

2. The Official Zoning Map of the City of Faribault shall not be republished to show the aforesaid rezoning, but the City Planner shall appropriately mark the Official Zoning Map on file with the City Planner for the purpose of indicating the rezoning.

Section 4: Approval of the Development Plan for PUD Overlay Zoning District #2022-16. The Development Plan for PUD Overlay Zoning District #2022-16 as shown in Exhibit B, is hereby approved as follows:

1. Approval of said Development Plan authorizes the Owner to proceed with requesting Site Plan approval from the City's Development Review Committee. The following development may occur without and amendment to the PUD Overlay Zoning District #2022-16 provided the development is approved by the City's Development Review Committee:

    a. Revisions and expansion of the existing parking lot at the site of the former Johnston Hall parking lot at 633 1st Street SE as generally shown on the Development Plan.

    b. The development of a Johnston Hall memorial in the general area shown on the Development Plan.

    c. The removal of the existing single-family residential structure at 14 State Avenue and the subsequent restoration of the site.

2. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan. Such conditions may include appropriate provisions to ensure that all applicable provisions from previous City approvals are adequately addressed.

Section 5: Existing Violations and Missing Documents. The City may withhold development-related approvals and permits until existing development violations on the campus or missing documents associated with past City approvals (if any) are remedied.

Section 6: Effective Date. This Ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

Public Hearing: June 6, 2022

First Reading: June 14, 2022

Second Reading: June 28, 2022

Published: July 6, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A: Legal Description and Graphic Depiction of Subject Property

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7, 15, 16, 17, the South 10 feet of Lot 18, and Lot 23, except the East 141.22 feet, all in Block 6, all in Auditor's Plat No. 1, SW ¼ of Section 32, Township 110 North, Range 20 West of the 5th Principal Meridian, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10644

Parcel 2:

Lots 8, 9, 10, 11, 12, 13, 14, and the West 5 feet of Lot 32, all in Block 6, all in Auditor's Plat No. 1, SW ¼ of Section 32, Township 110 North, Range 20, West of the 5th Principal Meridian, Faribault, Rice County, Minnesota.

Abstract Property

Parcel 10:

Lot 7, 8, 9, 10, and the East 82.4 feet of Lot 11, all in North Seabury Addition, Faribault, Rice County, Minnesota, and the East 82.4 feet of all of Lots 7 and 8, Block 1, Faribault's Addition to Faribault, which lies North and West of line drawn from the Southwest Comer of said Block 1, northeasterly to the Northeast Corner of said Lot 7, of Block 1.

Torrens Property
Certificate of Title No. 10643

Parcel 3:

All of Block 4, Auditor's Plat No. 1 of the SW ¼ of Section 32, Township 110 North, Range 20 West of the 5th P.M., Faribault, Rice County, Minnesota, excepting therefrom that part of said Block 4 described as follows: Beginning at a point in the North line of said Block 4, a distance of 179.00 feet westerly from the Northeast Comer of said Block 4; thence southerly, parallel with the East line of said Block 4, a distance of 225.00 feet; thence westerly, parallel with said North line of Block 4, a distance of 154.00 feet; thence northerly, parallel with said East line, 75.00 feet; thence westerly, parallel with said North line, 36.00 feet; thence northerly, parallel with said East line, 150.00 feet to a point in said North line; thence easterly along said North line, 190.00 feet to said point of beginning.

Torrens Property
Certificate of Title No. 8851

Parcel 4:

Common Elements, Condominium Number 8, Johnston Hall Condominium, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10831

Parcel 5:

Unit 1, Condominium Number 8, Johnston Hall Condominium, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10768

Parcel 6:

Unit 2, Condominium Number 8, Johnston Hall Condominium, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10769

Parcel 7:

Lot 3, North Seabury Addition, Faribault, Rice County, Minnesota

Parcel 8:

Lot 5, North Seabury Addition, Faribault, according to the plat thereof on file and of record in the Register of Deeds for Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10154

Parcel 9:

Lot 6, North Seabury Addition, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 8319

Graphic Depiction of Property Rezoned to PUD Overlay Zoning District #2022-16

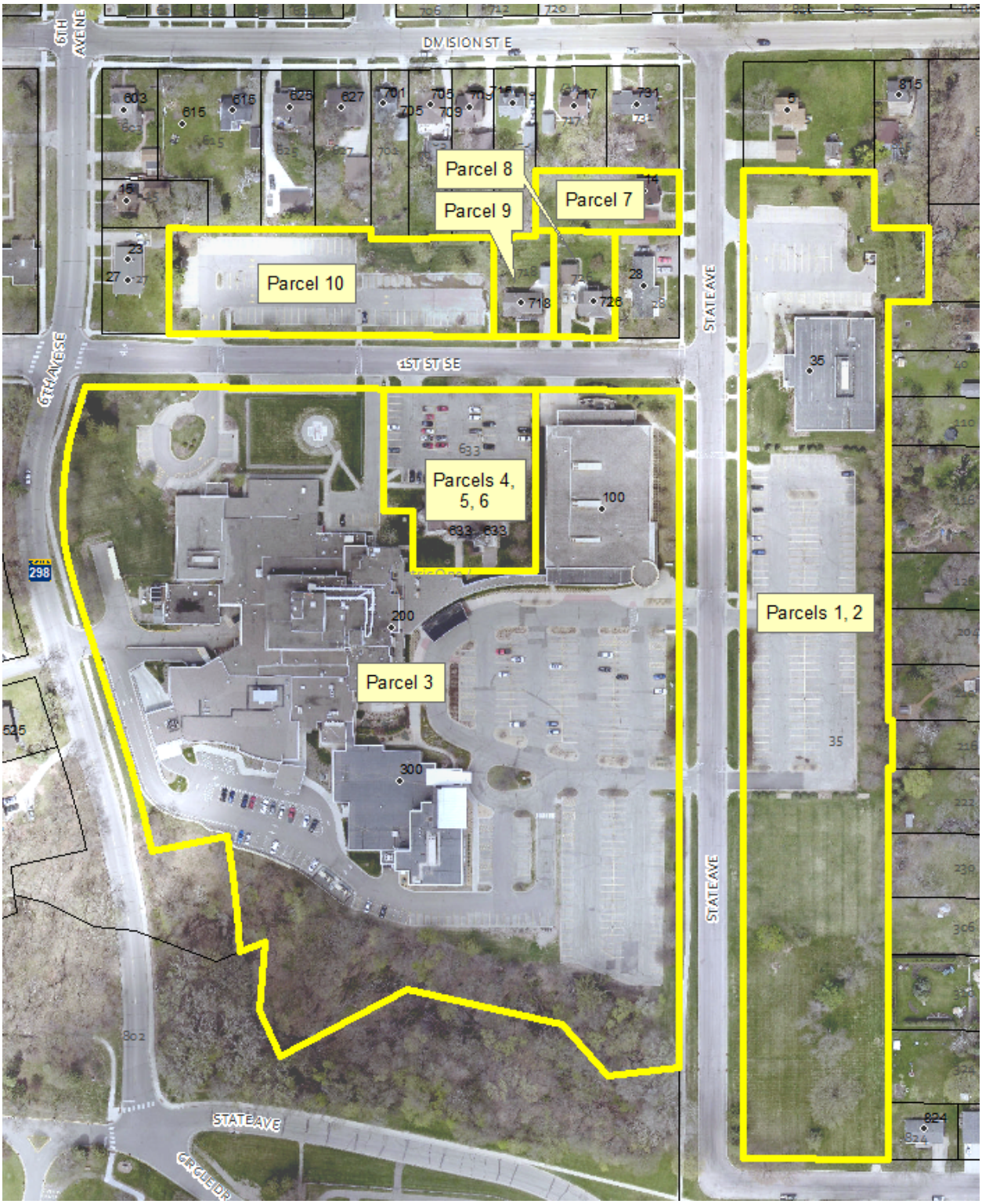
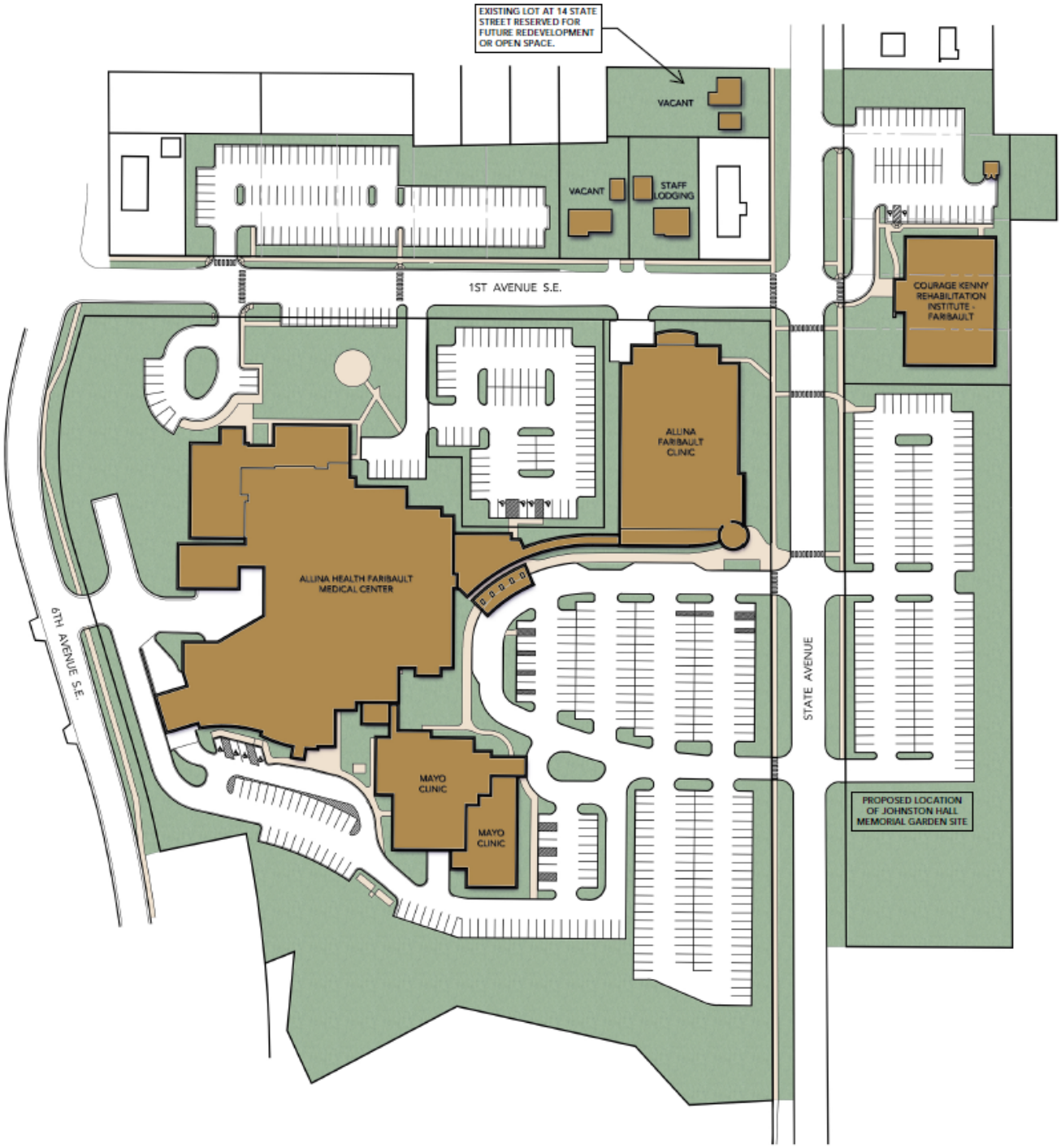


Exhibit B: PUD Development Plan for PUD Overlay Zoning District #2022-16



Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Summary Publication - Ordinance 2022-16

Background:
Ordinance 2022-16 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-16.

Recommendation:
Approve the summary publication of Ordinance 2022-16.

Attachments:
1. Ordinance 2022-16 Summary Publication

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-16

REZONE THE ALLINA HEALTH SYSTEM CAMPUS TO PUD OVERLAY ZONING DISTRICT #2022-16 AND APPROVE THE RELATED DEVELOPMENT PLAN

On June 28, 2022, the Faribault City Council approved Ordinance 2022-16, which rezones the PUD (Planned Unit Development) Overlay Zoning District #2015-15 associated with Allina Health System Campus near 1st Street SE and State Avenue to PUD Overlay Zoning District #2022-16. The Development Plan for PUD Overlay Zoning District #2022-16 shows future parking improvements on the site of the former Johnston Hall, and it identifies an area for a future Johnston Hall memorial. It also shows that the existing house at 14 State Avenue (owned by Allina Health System) may be redeveloped in the future or may be converted to open space. A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing: June 6, 2022
First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 6, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-17 Rezone the Parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - Second Reading

Background:

On June 14, 2022, the City Council approved the first reading of Ordinance 2022-17, which rezones the parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial, to C-2, Highway Commercial. Since the first reading of the ordinance, the City received no public comments, and Staff made no substantive changes to the ordinance.

Recommendation:

Approve Ordinance 2022-17 on second reading.

Attachments:

1. Ordinance 2022-17 Rezone the Properties at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial

CITY OF FARIBAULT
ORDINANCE No. 2022-17

REZONE THE PARCELS AT 1001, 1101, AND 1105 DIVISION STREET WEST FROM I-2, HEAVY INDUSTRIAL TO C-2, HIGHWAY COMMERCIAL

WHEREAS, the parcels at 1001, 1101, and 1105 Division Street West (the subject property) are currently zone I-2, Heavy Industrial; and

WHEREAS, the City's Journey to 2040 Comprehensive Plan guides the subject property for commercial/residential mix; and

WHEREAS, the City's Zoning Map must be consistent with the City's Comprehensive Plan; and

WHEREAS, the City initiated an application to rezone the subject property to C-2, Highway Commercial, which is consistent with existing and potential uses of the subject property; and

WHEREAS, the Planning Commission, on June 6, 2022, following proper notice to the owners of the subject property, held a public hearing regarding rezoning the subject property to C-2, Highway Commercial, as shown in Exhibit A; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the subject property to C-2, Highway Commercial, based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

   Finding: The subject property is currently zoned I-2, Heavy Industrial, which is inconsistent with the Comprehensive Plan, which guides the subject property for commercial/residential mix. The proposed C-2, Highway Commercial zoning of the property is consistent with the Comprehensive Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

   Finding: It is in the public interest to rezone the subject property to be consistent with the City's Comprehensive Plan.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the**

property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The existing and potential uses of the subject property relate more closely to commercial uses rather the heavy industrial uses. The proposed zoning would allow the existing uses on the subject property to continue.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The existing uses of the subject property are not heavy industrial uses. Therefore, the proposed rezoning to C-2, Highway Commercial is in the best interest of the property owners and the City.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The proposed rezoning to C-2, Highway Commercial, relates to the existing uses. The trend is for industrial uses to be located closer to Interstate Highway 35.

WHEREAS, the City Council held a public meeting on June 14, 2022, to consider approval of the first reading of Ordinance 2022-17; and

WHEREAS, the City Council also held a public meeting on June 28, 2022, to consider approval of the second reading of Ordinance 2022-17; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Rezone the parcels at 1001, 1101, and 1105 Division Street West to C-2, Highway Commercial. The Faribault City Council hereby rezones the parcels at 1001, 1101, and 1105 Division Street West, as depicted in Exhibit A of this ordinance, to C-2, Highway Commercial.

Section 2: The zoning map need not be republished. The City of Faribault is not required to republish the city zoning map to reflect the rezoning. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 3: Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 4: Effective date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing:	June 6, 2022
First Reading:	June 14, 2022
Second Reading:	June 28, 2022
Publication:	July 6, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

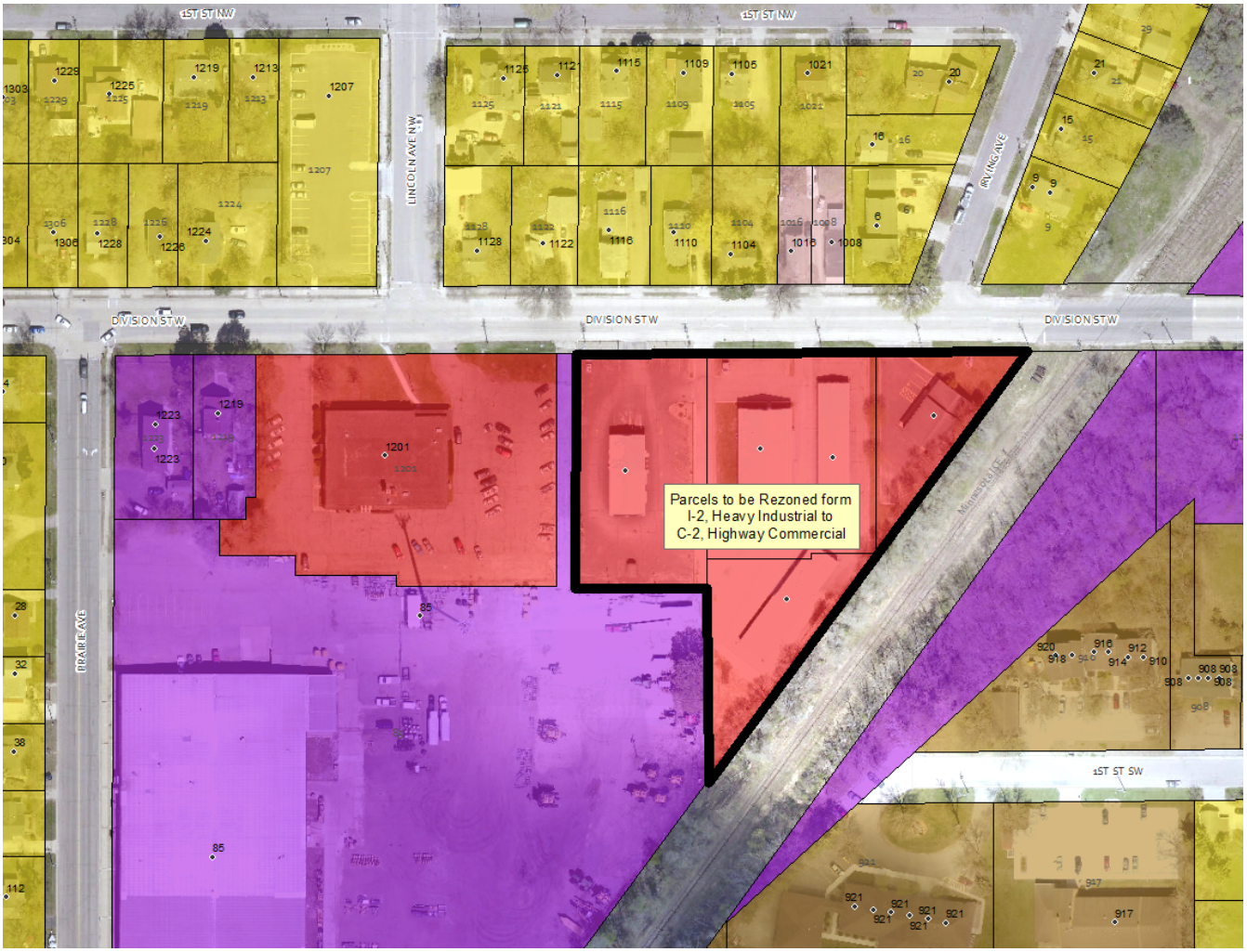
ATTEST:

_____

Timothy C. Murray, City Administrator

EXHIBIT A

Map Showing the Parcels at 1001, 1101, and 1105 Division Street West to be Rezoned to C-2, Highway Commercial



Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	June 28, 2022
SUBJECT:	Approve Summary Publication - Ordinance 2022-17

Background:

Ordinance 2022-17 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-17.

Recommendation:

Approve the summary publication of Ordinance 2022-17.

Attachments:

1. Ordinance 2022-17 Summary Publication

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-17

REZONE THE PARCELS AT 1001, 1101, AND 1105 DIVISION STREET WEST FROM I-2, HEAVY INDUSTRIAL TO C-2, HIGHWAY COMMERCIAL

On June 28, 2022, the Faribault City Council approved Ordinance 2022-17, which rezones the parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial, to C-2, Highway Commercial. The rezoning is consistent with the City's Journey to 2040 Comprehensive Plan. A complete copy of the ordinance, including a map showing the subject parcels, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing: June 6, 2022
First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 6, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	
FROM:	Tim Murray, City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - Second Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance amends Sec. 7-38. - Licensing of rental units. The primary revision is the addition of language that requires rental applications and renewals include agreed-upon "Licensee Certification" requirements.

No revisions have been made since first reading.

Recommendation:

Approve Ordinance 2022-18 on Second Reading

Attachments:

1. Ordinance 2022-18 Amend Sec. 7-38 Licensing of Rental Units - Second Reading

CITY OF FARIBAULT
ORDINANCE No. 2022-18

AMEND SEC. 7-38 OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING LICENSING OF RENTAL UNITS

THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances shall be amended as follows:

Section 1. Section 7-38 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

Sec. 7-38. - Licensing of rental units.

(a) *License required.*

(1) No person shall operate a rental dwelling without first having obtained a license to do so from the City of Faribault. A license shall be granted pursuant to the provisions of this article by the compliance official or designee(s).

Exceptions:

a. An owner whose only rental dwelling is a single-family dwelling homesteaded by a relative is exempted. Compliance of this exemption may require written proof from the county.

b. A residential property owned by a "snowbird" where the property is rented to another person for a period of less than one hundred twenty (120) consecutive days while the owner is residing out of the State of Minnesota. The owner must occupy the property during the remainder of the year.

c. Unoccupied dwelling units that have been issued a vacant building registration.

(2) When more than one building containing rental dwelling units exists on one property, a separate license shall be required for each building.

(3) Licenses shall be issued for a single rental dwelling unit in the case of a freestanding dwelling, a condominium, a townhouse, a dwelling in a cooperative, or a dwelling in a nonresidential structure; for a two-unit rental dwelling; or for an apartment building.

(b) *License term.* Except for a provisional license as identified herein, a rental license issued by the city under this article will be valid for a two-year time period. All licenses may be reviewed at any time by the compliance official or designee(s) after the commencement of the license term to determine whether the rental dwelling continues to be in compliance with this article.

(c) *License application and renewal.* ~~The license application or renewal shall be made by the owner or agent. Application forms are available from the city and must be completed in full and accompanied by the appropriate license fee as~~

~~established by the city council. Every licensee shall give notice in writing to the city within ten (10) business days after any change of information on the application or if the licensed premises is sold or otherwise conveyed in any way. Depending on the nature of changes, the city may require a new inspection of the licensed premises. Each license issued by the city under this article will expire two (2) years after the date of issuance unless otherwise suspended or revoked. An application for renewal of a license and the appropriate fee must be filed with the issuing authority at least thirty (30) days prior to the expiration date of an existing license. Any renewal license application and fee not received before the expiration date shall be assessed a late fee as established by the city council for processing of the application.~~

(1) The license application or renewal shall be made by the owner or agent. Application forms are available from the city and must be completed in full and accompanied by the appropriate license fee as established by the city council.

(2) Every application must contain three certifications, sworn under penalty of perjury, on a form provided by the city:

a. First, that the licensee understands that they are not required to conduct a criminal background check on prospective tenants, and if they choose to conduct criminal background checks of rental applicants they must only do so in compliance with Sec. 7-42(e), and that any criminal background checks conducted after July 5, 2022 were conducted in compliance with Sec. 7-42(e).

b. Second, that the licensee completed the training video on the housing providers obligations under Faribault's rental housing ordinance, the Fair Housing Act, 42 U.S.C. §§ 3601-19, and the Minnesota Human Rights Act, Minn. Stat. 363A.09, within six months of July 5, 2022.

c. Third, that the licensee maintains the following records for three years after receipt of an application for rental housing: the rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant, and the basis for that decision. The licensee understands that these records are subject to inspection by the city, and upon reasonable basis to believe a licensee is violating the Ordinance, such as by receipt of a complaint, the city will investigate, which may include sharing records with a third-party non-profit organization, and take appropriate action.

(3) Every licensee shall give notice in writing to the city within ten (10) business days after any change of information on the application or if the licensed premises is sold or otherwise conveyed in any way. Depending on the nature of changes, the city may require a new inspection of the licensed premises.

(4) Each license issued by the city under this article will expire two (2) years after the date of issuance unless otherwise suspended or revoked.

(5) An application for renewal of a license and the appropriate fee must be filed with the issuing authority at least thirty (30) days prior to the expiration date of an existing license. Any renewal license application and

fee not received before the expiration date shall be assessed a late fee as established by the city council for processing of the application.

Within thirty (30) days of receipt of a completed application and of the license fee required by this article, the inspector shall schedule an inspection. No license shall be granted or renewed until the inspector has determined that all life, health safety violations, or application inconsistencies have been corrected. In cases where a weather deferral for repairs has been granted by the inspector, the license may be granted on conditions of the repairs being completed before a specific date in the future. If the license application is incomplete, or the applicant does not meet the requirements of this section during the term of a provisional license issued under sectionSec. 7-39, the application shall be canceled.

(d) *License and inspection fees.* License fees, as set forth by city council resolution, shall be due thirty (30) days prior to the license expiration date;. iIn the cases of new unlicensed units, license fees shall be due at time of application.

(1) *License fees, delinquent payments.* A delinquency penalty of fifteen (15) percent of the amount of the license fee may be charged to the operators of the dwelling unit. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee. Upon revocation or modification of a license, or if the applicant withdraws an application, or in the case of an incomplete application or process, or if an application is canceled, the fee shall be nonrefundable.

(2) *Inspection/reinspection fees.* Fees for annual inspections of a rental dwelling are part of paid license fees. Reinspection fees will only be charged for subsequent inspections after failure to comply with official orders or when the owner or agent fails to keep a scheduled inspection without prior notice to the inspector. All reinspection fees are set by city council resolution. If the reinspection is being performed as part of the licensing process, fees must be paid prior to the time of license issuance or renewal. If a reinspection fee of any portion is not paid within thirty (30) days after billing, or within thirty (30) days after any appeal becomes final, the city council may certify the unpaid cost against the rental dwelling.

(e) *Minimum licensing standards.* The following minimum standards and conditions must be met in order for an owner to hold or be granted a rental dwelling license under this article. Failure to comply with any of these standards or conditions shall be adequate grounds for denial, nonrenewal, suspension or revocation of an owner's rental dwelling license.

(1) The licensee or applicant must have a current, complete, and accurate rental dwelling application on file with the city.

(2) The licensee or applicant shall have paid the required license fee and any other fees required by this article.

(3) The licensee or applicant must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the city on the licensed premises and any other rental dwelling in the city owned by the licensee or the applicant. In the event a suit has been commenced under Minnesota Statutes, Sections 278.01—278.03, questioning the amount or validity of taxes, the city may upon request of the licensee or applicant waive strict compliance with this provision; no

waiver may be granted, however, for taxes or any portion thereof that remain unpaid for a period exceeding one (1) year after becoming due.

(4) The rental dwelling must be in compliance with all federal, state and local laws, including but not limited to all provisions of this article, the Property Maintenance Code as adopted in ~~section~~Sec. 7-21 of the city Code, and all applicable zoning laws.

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: June 14, 2022

Second Reading: June 28, 2022

Publication Date: July 5, 2022

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-18

AMEND SEC. 7-38 OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING LICENSING OF RENTAL UNITS

On June 28, 2022, the Faribault City Council approved Ordinance 2022-18, which amends Sec. 7-38 of the City Code of Ordinances regarding the licensing of rental units in the city. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 5, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	
FROM:	Tim Murray, City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - Second Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance amends Sec. 7-40(h) *Occupancy standards.* The primary revisions are the addition of bedroom size considerations in the calculation of allowable occupancy, as well as clarification that children under the age of two (2) do not count towards the occupancy limits outlined in the ordinance.

There have been no revisions since first reading.

Recommendation:

Approve Ordinance 2022-19 on Second Reading

Attachments:

1. Ordinance 2022-19 Amend Sec. 7-40(h) Occupancy Standards for Rental Dwelling Licenses - Second Reading

CITY OF FARIBAULT
ORDINANCE No. 2022-19

AMEND SEC. 7-40(H) OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING OCCUPANCY STANDARDS FOR RENTAL DWELLING LICENSES

THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances shall be amended as follows:

Section 1. Section 7-40(h) of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

(h) *Occupancy standards.* The maximum permissible occupancy of a rental dwelling unit must be determined by applying one of the two standards set forth in paragraphs (1) and (2) below. Whichever standard allows the greatest number of occupants for a given rental dwelling will be the governing standard for that dwelling.

~~(1) Each rental dwelling must comply with the requirements of the City of Faribault Unified Development Ordinance and Property Maintenance Code.~~

~~(2) Notwithstanding paragraph (1), any dwelling unit may permit the total number of occupants to equal two (2) times the number of legal bedrooms plus one. Occupants under the age of two (2) years shall not be included in the calculations set forth in this paragraph.~~

(1) Square footage standard: Every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.

(2) Headcount standard: Total number of occupants in the rental dwelling may not exceed two (2) times the number of legal bedrooms plus one.

(3) A "legal bedroom" is "Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit." Sec. 7-21 (adopting the 2018 Edition of the International Property Maintenance Code (IPMC), as the Property Maintenance Code of the City of Faribault); Sec. 202, 2018 IPMC (defining bedroom).

(4) In applying either standard (1) or (2), occupants under the age of two (2) years shall not be included in the calculations.

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: June 14, 2022

Second Reading: June 28, 2022

Publication Date: July 5, 2022

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-19

AMEND SEC. 7-40(h) OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING OCCUPANCY STANDARDS FOR RENTAL DWELLING LICENSES

On June 28, 2022, the Faribault City Council approved Ordinance 2022-19, which amends Sec. 7-40(h) of the City Code of Ordinances regarding the occupancy standards for rental dwelling licenses in the city. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 5, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	
FROM:	Tim Murray, City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - Second Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance repeals and replaces Sec. 7-41. - Disorderly conduct prohibited. The primary changes made by this ordinance are to narrow the list of offenses that may constitute "disorderly conduct" and clarification on the appeal process for tenants to contest the determination that disorderly conduct occurred.

There have been no revisions since first reading.

Recommendation:

Approve Ordinance 2022-20 on Second Reading

Attachments:

1. Ordinance 2022-20 Repeal and Replace Sec. 7-41 Disorderly Conduct Prohibition for Rental Dwelling Licenses - Second Reading

CITY OF FARIBAULT
ORDINANCE No. 2022-20

REPEAL AND REPLACE SEC. 7-41 OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING DISORDERLY CONDUCT PROHIBITION FOR RENTAL DWELLING LICENSES

THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances shall be amended as follows:

Section 1. Sec. 7-41 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby repealed in its entirety.

Section 2. A new Sec. 7-41 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby adopted as follows:

Sec. 7-41. - Disorderly conduct prohibited.

(a) *Disorderly conduct prohibited.* Disorderly conduct is prohibited on all licensed rental dwellings. It shall be the responsibility of the licensee to prevent disorderly conduct by tenants, the tenant's family and the tenant's guests in the rental dwelling unit. Offenses that occur outside of the rental dwelling unit do not constitute a violation of this section. For purposes of this section, a rental dwelling unit includes the unit which the tenant, family member or guests occupy along with the common areas both inside and outside of the building where the rental dwelling unit is located.

(b) *Disorderly conduct defined.* For the purposes of this section, disorderly conduct and nuisance conditions are the following activities committed by tenants, their family members, or guests:

(1) Drug-related illegal activity occurring in the rental dwelling unit. Drug-related illegal activity means the illegal possession, manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell or distribute a "controlled substance," as defined in the Controlled Substance Act (21 U.S.C. § 802).
(2) Minnesota Statutes, § 609.755(4) and § 609.76 prohibiting the use of one's home as a gambling place, bucket shop or lottery.
(3) Minnesota Statutes, §§ 609.321–609.324 prohibiting prostitution and acts relating thereto.
(4) Minnesota Statutes, § 340A.401, which prohibits the unlawful sale of alcoholic beverages.
(5) Minnesota Statutes, § 340A.503, subdiv. 1(2), which prohibits the underage use of alcoholic beverages, except within the household of and with the permission of the underage person's parent or guardian, provided there is no violation of the City's Social Host Ordinance. (See the related reference to Faribault, Minn. Ordinances, ch. 17, art. 1, §17-17, in subsection (6), below).
(6) The following provisions of the Faribault, Minnesota Code of Ordinances, chapter 17, article 1, §§ 17-2(1) (physical conduct only), 17-5, 17-8, 17-

10–17-12, 17-17 (see related subsection (5), above), and 17-42 (except for instances where the noise is caused by a medical emergency).

(7) Minnesota Statutes § 609.66, prohibiting the unlawful use of a dangerous weapon.

(8) Minnesota Statutes, §§ 609.185–609.205, which prohibit murder and manslaughter, unless a tenant was acting in self defense or in defense of others.

(9) Minnesota Statutes, §§ 609.221–609.2231, which prohibit assault, unless a tenant was acting in self defense or in defense of others.

(10) Minnesota Statutes, §§ 609.342–609.3451, which prohibit criminal sexual conduct.

(11) Minnesota Statutes, § 609.52, which prohibits theft, as long as the acts constituting theft occur in the dwelling unit.

(12) Minnesota Statutes, §§ 609.561–609.5632, which prohibit arson.

(13) Minnesota Statutes, § 609.582, which prohibits burglary, but which shall not apply to acts that could also be considered shoplifting.

(14) Minnesota Statutes, § 609.595, which prohibits intentional damage to the property of another without their consent.

(15) Minnesota Statutes, § 609.50, subd. 1(2)–(4), which prohibits interference with a peace officer, firefighter, or member of an ambulance service in the performance of their official duties.

(16) Minnesota Statutes, § 609.713, subd. 1, which prohibits threatening to commit a violent crime with the intent to terrorize another or to cause the evacuation of a building.

(17) Minnesota Statutes, § 609.71, which prohibits riot.

(18) Minnesota Statutes, § 609.226, relating to great or substantial bodily harm caused by dangerous dogs and the negligent confinement of dangerous dogs.

(19) Minnesota Statutes, § 609.78, which prohibits intentional interference with "911" phone calls.

(20) Minnesota Statutes, § 243.166, subd. 6, which ascribes punishment for violating the statute's registration requirement (Predatory Offender Registration). A tenant is not subject to this section simply because they are required to register and properly do register.

(21) Minnesota Statutes, § 609.229 (Crime committed for benefit of a gang).

(22) Minnesota Statutes, § 609.903 (Racketeering).

(23) Minnesota Statutes, § 609.53, which prohibits stolen property, but only if the value of the property, which must be no less than $1,000, is such that the underlying theft would qualify as a felony.

(24) Minnesota Statutes, §§ 609.255 (False Imprisonment) and 609.25 (Kidnapping).

(c) *Violations and resulting action.* Upon a determination by the Faribault Police Department that disorderly conduct has been committed on a licensed premises, as described in paragraph (a), the city shall take the following actions:

(1) For a first instance of disorderly conduct, a notice describing the specific violation(s) will be sent to the licensee via First Class mail along with a directive for the licensee to take steps to prevent further violations. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation.

(2) If a second instance of disorderly conduct occurs within a rolling twelve-month time period for the same tenancy, a second notice describing the

specific violation(s) will be sent to the licensee via First Class Mail along with a directive for the licensee to submit a written report to the Faribault Police Department within ten (10) calendar days of receipt of the notice of disorderly use of the licensed premises which details all actions taken by the licensee in response to the previous notices of disorderly conduct on the licensed premises. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation.

(3) If a third instance of disorderly conduct occurs within a rolling twelve-month time period for the same tenancy, the rental dwelling license for the licensed premises may be suspended, revoked or not renewed by the city. An action to suspend, revoke, or not renew a rental dwelling license under this article shall be initiated by the compliance official or designee(s) pursuant to the procedures outlined in Section 7-44 herein. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation, and proceed with termination of the tenancy of all tenants occupying the unit. In addition to notice, tenants shall also have the right to request a hearing to contest the Faribault Police Department's determination that the tenant has committed disorderly conduct, which includes the ability to challenge all three determinations of disorderly conduct, pursuant to the procedure set forth in Section 7-42(f)(2).

(4) If the compliance official or designee(s) determines that the licensee has proceeded in good faith to secure termination of the tenancy in accordance with this subsection, but was unsuccessful for reasons beyond the licensee's reasonable control, then the licensee shall not be subject to the penalties.

(5) In lieu of revoking, suspending or not renewing the rental license under Section 7-44 herein, the compliance official or designee(s) may require an action plan to be completed and complied with by the licensee, manager or local agent within a designated time frame which outlines the steps necessary to be taken and complied with in order to correct identified violations and the measures to be taken to ensure ongoing compliance with the city Code and other applicable laws.

(d) *Determining disorderly conduct.* A determination that a licensed premises or any particular dwelling unit has been the location of a disorderly conduct violation shall be made upon a finding of fact by the Faribault Police Department by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such a criminal charge operate as a bar to any action under this section.

(e) *Review of disorderly conduct determination.* Within five (5) days of being notified of an instance of disorderly conduct occurring on the licensed premises under section 7-41(c)(1) or (2), the licensee or tenant may submit information to the Faribault Police Department and seek reconsideration of the determination that disorderly conduct has occurred in the rental unit in violation of this article. The member of the Faribault Police Department who initially determined the existence of the disorderly conduct shall respond to the licensee's or tenant's request for reconsideration within ten (10) days after receipt of the request. Any determination of disorderly conduct which results in the revocation, suspension or nonrenewal of a rental license will be

reviewed by the city council pursuant to the provisions of Section 7-44(e) herein.

(f) *Notices.* All notices given by the city under this article shall be personally served on the licensee or sent by First Class Mail to the licensee's address as provided to the city. If neither method of service effects notice, the city may provide notice to the licensee by posting on a conspicuous place on the licensed premises. All notices shall include notice of the provisions of Section 7-41(j).

(g) *Lease termination.* In addition to the licensee's responsibilities to respond to disorderly conduct as outlined herein, the licensee may also be required to terminate the tenancy of a tenant that violates the crime free/drug free lease addendum as outlined in Section 7-42 herein. No adverse license action shall be imposed by the city where the instance of disorderly conduct on the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a rental license based on violations of this article may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.

(h) *Enforcement.* Enforcement actions provided in this article shall not be exclusive, and the city may take any action with respect to a licensee, a tenant, guests, or the licensed premises as is authorized by this Code or state law.

(i) *No retaliation for making an emergency call*. For purposes of verifying instances of disorderly conduct in violation of this section, the following are exceptions:

(1) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the victim and suspect are "family or household members" as defined in the Domestic Abuse Act (Minn. Stat. § 518B.01, subd. 2(b)) and where there is a report, call, or complaint of "Domestic Abuse" as defined therein.

(i) "Family or household members" includes spouses and former spouses; parents and children; persons related by blood; persons who are presently residing together or who have resided together in the past; persons who have a child in common regardless of whether they have been married or have lived together at any time; a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or lived together at any time; and persons involved in a significant romantic or sexual relationship.

(ii) "Domestic Abuse" includes the following, if committed against a family or household member by a family or household member: physical harm, bodily injury, or assault; the infliction of fear of imminent physical harm, bodily injury, or assault; or terroristic threats, criminal sexual conduct, or interference with an emergency call.

(2) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the call is the result of a tenant, or a member of the tenant's household, or a guest taking action to seek emergency assistance that is protected by Minnesota Statutes § 504B.205, relating to a residential tenant's right to seek police and emergency assistance.

(3) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the call is the result of an emergency assistance that is protected by Minnesota Statutes § 604A.04, relating to a person who is not a health care professional who acts in good faith in administering an opiate antagonist to another person whom the person believes in good faith to be suffering a drug overdose.

(j) *Tenant Victim*. For purposes of determining disorderly conduct events triggering notice of a violation, the police department will evaluate whether the tenant is the alleged victim of the underlying disorderly conduct offense. A "Tenant Victim" is an individual who was a victim, or whose household member or guest was a victim, in whole or in part of the incidents that formed the basis of the disorderly conduct offense, including but not limited to domestic abuse as defined in Section 7-41(i)(1). Where the perpetrator is not a tenant, no notice of violation will be sent. Where the perpetrator is a tenant, the police department will note the tenant's victim status when providing notice of a disorderly conduct event to a licensee. The licensee will note any determination of a tenant-victim and will not take any action against the tenant-victim or other household occupants who did not perpetrate the offense. The notice required by Section 7-41(c) shall include notice of the provisions in this Section 7-41(j) and Minnesota Statutes § 504B.206, "Right of Victims of Violence to Terminate Lease." Any decision or related order in a proceeding imposing enforcement action pursuant to Section 7-41(c)-(h) with respect to an individual shall make a finding whether that individual is a victim and may be subject to such enforcement action under this Section 7-41(j).

A tenant may not waive and a license holder may not require the tenant to waive the tenant's right under law to call for police or emergency assistance. This section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms when such unlawful conduct or violation is unrelated to the conduct of which the tenant, or a member of the tenant's household, or guest is the victim.

(k) *Falsely reporting violations.* No person shall report a violation of this article or city ordinance knowing or having reason to know that the report is false with the intent to affect the licensing status or inspection schedule of the licensed premises.

(l) *Tenant responsibilities.*

(1) *Access to licensed premises.* When required by Minnesota Statutes, each tenant or occupant of a rental dwelling must give the owner, agent, or authorized city official access to any part of such rental dwelling unit at reasonable times for the purpose of inspection, maintenance, repairs, or alterations as are necessary to comply with the provisions of this article.

(2) *Compliance with regulations.* A tenant must comply with applicable city Codes and all applicable local, state, and federal regulations. A tenant is responsible for compliance with all applicable city Code, nuisance, and violations of disorderly conduct as specified in this section that occur in the dwelling unit, including violations committed by household members or guests.

Section 3. 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: June 14, 2022

Second Reading: June 28, 2022

Publication Date: July 5, 2022

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-20

REPEAL AND REPLACE SEC. 7-41 OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING DISORDERLY CONDUCT PROHIBITION FOR RENTAL DWELLING LICENSES

On June 28, 2022, the Faribault City Council approved Ordinance 2022-20, which repeals and replaces Sec. 7-41 of the City Code of Ordinances regarding disorderly conduct prohibition for rental dwelling licenses in the city. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 5, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	
FROM:	Tim Murray, City Administrator
MEETING DATE:	June 28, 2022
SUBJECT:	Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - Second Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance repeals and replaces Sec. 7-42. - Crime-free housing program. The most significant change with this ordinance, and arguably the biggest overall change as a result of the lawsuit, is making criminal background checks optional (but recommended by the City), instead of mandatory as required under the previous ordinance. This ordinance also modifies the background check procedure, limiting what portions of a criminal record may be considered in a housing application.

There have been no revisions since first reading.

Recommendation:

Approve Ordinance 2022-21 on Second Reading

Attachments:

1. Ordinance 2022-21 Repeal and Replace Sec. 7-42 Crime-free Housing Program - Second Reading

CITY OF FARIBAULT
ORDINANCE No. 2022-21

REPEAL AND REPLACE SEC. 7-42 OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING CRIME-FREE HOUSING PROGRAM

THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances shall be amended as follows:

Section 1. Sec. 7-42 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby repealed in its entirety.

Section 2. A new Sec. 7-42 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby adopted as follows:

Sec. 7-42. - Crime-free housing program.

(a) *Purpose.* The city council finds that repeated police calls to rental dwelling units in the city related to disturbances or criminal activity have taxed law enforcement resources. The city council also finds that persons residing in rental dwelling units who engage in disorderly conduct or cause nuisance conditions create an unacceptable environment for others living in close proximity, thereby threatening the public safety and welfare of the community. In order to preserve and protect the city's neighborhoods and to promote public safety, the city council enacts this section. For the purpose of this section of the city Code, the crime-free housing program shall refer to the Minnesota Crime Prevention Association's Crime-Free Multi Housing Program, unless otherwise indicated or amended by this section. The phases of the program include, but are not limited to, the conditions set forth below.

(b) *Crime-free housing program overview.*

(1) An owner, agent or property manager of a rental dwelling in the city must comply with the following components of the city's crime-free housing program:

(i) Attend a certified eight-hour crime-free housing course presented by the police department, fire department, public housing and others, which shall include fair housing training. Training will be available in English, Somali, Spanish and sign language, if requested.

(ii) For any housing provider who previously completed the training in Section 7-42(b)(i) prior to July 5, 2022, they must complete a video training (pre-recorded) on conducting criminal background checks in compliance with the requirements of the ordinance, as well as federal and Minnesota law. The training video is available on the City’s website.

(iii) Use a written lease which includes the crime-free/drug free housing lease addendum.

(iv) Actively pursue the eviction of the tenants or termination of the lease with the tenants who violate the terms of the lease and/or the crime free/drug free housing lease addendum. Nothing in this provision restricts licensees from entering into leases with applicants possessing a criminal history.

(2) It is recommended, but not required, that an owner, agent or property manager of a rental dwelling conduct a criminal background check of all prospective tenants eighteen (18) years and older. If an owner, agent or property manager chooses to conduct a criminal background check, they must do so in compliance with Section 7-42(d).

(c) *Crime-free housing program training.*

(1) Every owner, agent, or property manager of a rental dwelling must attend a crime-free housing training program that is either offered by the city or another municipality within the State of Minnesota. Each owner, agent, or property manager will be charged a fee to attend the crime-free housing training if attended in the City of Faribault. The owner, agent, or property manager will provide the city with proof of having received such training to the Faribault Police Department if it is obtained from another city or other source.

(2) All new rental licenses applied for and issued after the adoption of this chapter have two (2) years from the day of license issuance for the owner, agent or property manager to attend and provide proof of completion of the crime-free housing training. Licenses may be considered for revocation, suspension or nonrenewal for failure to attend the crime-free housing training and provide proof to the Faribault Police Department within the deadlines proscribed herein.

(d) *Tenant background checks.* All licensees who choose to conduct criminal background checks on prospective tenants eighteen (18) years and older must do so in compliance with the following two-step procedure. Licensee must provide the written copy of this two-step criminal background check policy, provided by the City, to the applicant prior to accepting the application or application fee.

(1) Step One: Limited Criminal Background Screening. A licensee may conduct a limited criminal background screening either for the applicant or for all individuals age 18 and older who will reside in the rental dwelling, as long as the policy is applied to all applicants consistently. The limited criminal background screening will consider only:

(i) Felony criminal convictions related to the following categories of offenses: (1) property offenses,[1] (2) fraud offenses,[2] (3) major violent offenses against persons,[3] and (4) sex offenses.[4] Any other category of

[1] Property offenses include theft, burglary, vandalism, arson and other criminal damage to property.
[2] Fraud offenses include identify theft, use of stolen checks, writing bad checks, counterfeiting, and forgery.
[3] Major violent offenses include assault, battery, and homicide.
[4] Sex offenses include rape, taking indecent liberties with a minor, pandering, sex trafficking, and sexual battery. Not included are victimless crimes such as prostitution or solicitation.

offense will not be considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.

(ii) Only those felony criminal convictions in the above listed categories where the conviction occurred within the last five years.

(iii) The property's limited criminal background screening will not consider arrests, charges, expunged convictions, convictions reversed on appeal, vacated convictions, offenses where adjudication was withheld or deferred, pardoned convictions, and sealed juvenile records for any applicant or tenant. It will not treat people differently based on whether the applicant is on probation or parole.

(2) Step Two: Individual Assessment. If an applicant is identified as having a felony criminal conviction in one of the specified categories of offenses within the five years prior to the application ("covered criminal conduct"), the property will provide an individual assessment of the applicant's current situation. The purpose of the assessment is to determine whether the applicant is able to fulfill the obligations of tenancy at the property.

(i) The property will first send a written notice to each applicant identified as having covered criminal conduct that includes specific information from the background check that creates a concern. The notice will inform the applicant that covered criminal conduct was identified in the limited criminal background screening and will invite the applicant an opportunity to provide additional information within seven (7) days of receipt of the written notice for the property to consider. The requested information could include, for example, letters from parole officers, case workers, counselors, family members, or community organizations commenting on the applicant's responsible conduct and rehabilitation efforts. The form of this request letter (the "REQUEST FOR ADDITIONAL INFORMATION" letter) is attached as Appendix A**,** and will be available on Faribault's website.

(ii) Based on the information received from the applicant, as well as the information provided by the property's criminal background screening provider, the property will then conduct an individual assessment of each applicant identified as having covered criminal conduct. The property will consider all applicants equally and render decisions in a fair and consistent manner. The property will consider the following factors in determining whether to approve or reject the application:

(1) The facts or circumstances surrounding the criminal conduct;
(2) The age of the applicant at the time of the occurrence of the criminal offense;

(3) Evidence of a good tenant or employment history before or after the conviction or conduct;
(4) Evidence of rehabilitation efforts;
(5) The time that has elapsed since the occurrence of the conduct;
(6) Any information about the applicant that indicates good conduct since the offense occurred;
(7) Whether the conduct/conviction arose from the applicant's status as a survivor of domestic violence, sexual assault, stalking, or dating violence;
(8) Whether the conduct/conviction arose from an applicant's disability, including mental illness; and
(9) Any other information related to whether the applicant's specific criminal history creates the potential that the property's current residents, employees, or property will be exposed to a heightened risk of crime.

(3) If an applicant does not provide information for the property's consideration within seven (7) days of the date of receipt of the "REQUEST FOR ADDITIONAL INFORMATION" letter, the property will assess the applicant based upon available information obtained during the application process, including the information received from the property's credit and criminal background screening provider.

(4) If, after the individual assessment described above, the property decides to reject an applicant, then on the day of such determination, the property will send to the applicant a "CRIMINAL BACKGROUND ADVERSE ACTION LETTER in the form attached hereto as Appendix B.

(5) Record-Keeping Requirements

(i) Licensees will retain for three years after receipt of an application for rental housing, and make available to the City and its designees upon request, the following information: all rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant; and the basis for that decision, to the extent allowed by state and federal law.

(ii) Licensees must make these records available to the City, upon request.by the City.

(e) *Crime-free/drug-free housing lease addendum requirements.* All tenant leases for rental units governed by this article shall contain the crime-free/drug-free housing lease addendum. The crime-free/drug-free housing lease addendum provisions are in addition to all other terms of the lease and do not limit or replace any other provisions. These lease provisions shall be incorporated into every new and renewed lease for a tenancy. The lease addendum shall contain the following "crime-free/drug-free" language or language that is the contractual and legal equivalent as follows:

(1) Tenant, any members of the tenant's household or a guest shall not engage in drug-related illegal activity, in the said premises or in the common area or curtilage of the premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance, as defined by Minnesota. Statute 152.01, subdivision 4.

(2) Tenant, any members of the tenant's household or a guest will not permit the dwelling to be used for, or to facilitate drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.

(3) Tenant, any members of the tenant's household or a guest, shall not engage in acts of violence, that is, behavior involving physical force intended to hurt, damage, or kill someone or something.

(4) Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this agreement shall be deemed a serious violation and material noncompliance with the lease. Tenants shall have the right to contest any determination that they have violated the above provisions.

(5) Non-exclusive remedies. The crime-free/drug free provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.

(f) *Crime-free housing violations.*

(1) Upon determination by the Faribault Police Department by a preponderance of the evidence that a licensed premises or dwelling unit within a licensed premises was used in violation of the crime-free/drug-free lease provisions of this subchapter, the police department shall cause notice to be made to the owner, agent, or property manager of the violation. If the violation of the crime-free/drug-free lease addendum committed on the licensed premises would rise to the level of a felony charge under state or federal law, the police department shall cause notice to be made to the owner, agent, or property manager to proceed with termination of the tenancy of all tenants occupying the unit, except for a "Tenant Victim" as described in Section 7-41(j). If the violation of the crime-free/drug-free lease addendum committed on the licensed premises would rise to the level of a misdemeanor or gross misdemeanor charge under applicable law, the police department may cause notice to be made to the owner, agent, or property manager to proceed with termination of the tenancy of all tenants occupying the unit if the violation threatens the peaceful enjoyment or safety of any other resident or neighbor to the premises, except for a "Tenant Victim" as described in Section 7-41(j).

(2) Written notice, hearing. Any determination by the police department for the termination of tenant's lease based on a violation of the crime free/drug free lease provisions shall be preceded by written notice to the licensee of the grounds therefore. The licensee, agent, or property manager shall notify the tenant or tenants in writing within ten (10) days of the notice of violation of the crime free/drug free lease language and advise the tenant(s) of the termination of the tenancy as directed by the police department. The licensee and the tenant

will be given an opportunity to challenge the determination at a hearing conducted before the city council prior to termination of the tenancy by the licensee. The licensee or tenant shall request the hearing within twenty (20) days after receipt of the police department's notification of the termination of the tenancy.

In the event a hearing is requested by the licensee or tenant, a determination that a licensed premises or any particular dwelling unit has been the location of a violation of the crime-free/drug-free lease addendum shall be made upon a finding of fact by the city council by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such criminal charge operate as a bar to any action under this section. Upon completion of the hearing, the city council shall issue a decision to either uphold or reverse the determination of the police department to terminate the tenancy only upon written findings and notice to the licensee and the tenant.

In the event a hearing is not requested by the licensee or the tenant, the licensee, agent, or property manager shall notify the tenant or tenants within twenty (20) days of the notice of violation of the crime free/drug free lease language and advise the tenant(s) of the termination of the tenancy as determined by the licensee.

(3) The licensee shall not enter into a new lease with an evicted tenant (or with a tenant whose tenancy was otherwise terminated for violating the crime-free/drug-free lease language) for a period of one year after the eviction or lease termination for a rental dwelling unit that is owned or operated by the licensee in the city.

(4) If the Faribault Police Department determines that the licensee or agent has proceeded in good faith to secure termination of the tenancy in accordance with this subsection, but was unsuccessful for reasons beyond the owner or agent's reasonable control, then the licensee shall not be subject to the penalties.

(5) Any person who violates any part of this article, upon conviction thereof shall be guilty of a misdemeanor, punishable in accordance with state law which may include up to ninety (90) days in jail. Nothing in this article however is deemed to limit other remedies or civil penalties available to the city under city Code or state law. Each day that a violation continues is deemed a separate punishable offense.

(6) Tenant remedies. Nothing in this article limits a tenant's rights or remedies under the terms of the lease or other applicable law.

Section 3. 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: June 14, 2022

Second Reading: June 28, 2022

Publication Date: July 5, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

APPENDIX A

REQUEST FOR ADDITIONAL INFORMATION ON CRIMINAL BACKGROUND

[Date]

Dear [Applicant Name],

Thank you for your recent application to [insert housing complex or address].

A limited criminal background check has indicated that you have been convicted of the following felony(ies) within the last five years:

- [CONVICTION(S)]

This limited criminal background check was provided by [insert provider of criminal screening results]. If you believe this information to be incorrect, you may contact [insert provider of criminal screening results], which can be reached at [ADDRESS] or by phone at [PHONE NUMBER]. We encourage you to contact [insert provider of criminal screening results] to request a free copy of the criminal background report. If any discrepancies exist, you may open a dispute with [insert provider of criminal screening results]..

You may also submit documentation to [insert licensee] at [EMAIL ADDRESS/MAILING ADDRESS] that establishes that an expunged conviction, a conviction overturned on appeal, or sealed juvenile records erroneously appeared. Such information will not be considered in the criminal background screening process.

If you do not believe that the criminal background check was in error and you have been convicted of the above listed felony(ies) within the last five years, [insert licensee] will consider whether to withdraw your conditional offer based on an individualized consideration of the following factors: (a) the facts or circumstances surrounding the criminal conduct; (b) your age at the time of the crime; (c) evidence of a good tenant and employment history; (d) evidence of rehabilitation efforts; (e) the time that has elapsed since the occurrence of the conduct; (f) any information about you that indicates good conduct since the offense occurred; and (g) any other factors related to whether your specific criminal history poses a threat to the safety and security of [insert licensee]'s residents and associates or to the property. **No single factor will be outcome determinative.**

To facilitate this evaluation, we are requesting that you provide us with any additional information that you would like us to consider. Please contact us at the number below and/or return this form by email to [EMAIL ADDRESS] or addressed to [MAILING ADDRESS] with any additional information.

If you would like us to consider additional information, please provide us with any of the following information (as applicable) **within seven (7) days of receipt of this letter**:

- the date(s) of the conviction(s);
- your age when the conduct occurred;
- the specific crime(s) of which you have been convicted;
- the facts and circumstances of the criminal conduct;
- any rehabilitation efforts that you have undertaken;
- any evidence of proof of employment;

- any evidence of good rental history;
- letters of recommendation from case workers, counselors, therapists, probation/parole officers, community organizations, family members, employers, or teachers commenting on your responsible conduct and rehabilitation efforts (each letter is important);
- certificate of completion of a treatment program relevant to the conduct underlying the conviction;
- certificate of completion of an employment or vocational training program; and
- any additional relevant information that you would like [insert licensee]to consider.

Providing this information does not guarantee that your application will be approved.

If you do not provide the information requested in this letter within the seven (7) day period referenced above, we will conduct our assessment based solely on the information obtained in the application process, including the information received from [insert licensee]'s criminal background screening provider.

Sincerely,

[NAME]
[CONTACT INFORMATION]

APPENDIX B
CRIMINAL BACKGROUND ADVERSE ACTION LETTER

[Date]

Dear [Applicant Name],

Thank you for your recent application to [insert licensee].

We have reviewed your application and conducted an individualized assessment based on the following information:

[ ] Information contained in consumer report(s) obtained from or through [insert provider of credit screening results, if any], which may include credit or consumer information from one or more credit bureaus or consumer reporting agencies;

[ ] Information contained in the limited background check[6] conducted by [insert provider of criminal screening results];

[ ] All of the information that you provided to us in response to our Request for Additional Information on Criminal Background, dated [Date of Reply to Request for Additional Information]. This information included: [LIST INFORMATION PROVIDED BY APPLICANT].

[ ] Other: _____

[*IF APPLICANT DID NOT PROVIDE INFORMATION IN RESPONSE TO LETTER*: You did not provide any additional information to us in response to our Request for Additional Information on Criminal Background, dated [Date of Request]. Accordingly, we reviewed only available information obtained during the application process, including the information received from [insert licensee credit and criminal background screening provider].

Based on this individualized assessment, at this time, we are withdrawing our conditional offer to rent a unit at [insert licensee] because [description of the outcome of individualized review].

Sincerely,

[NAME]

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[6] The limited criminal background screening only considered the following category of felony offenses in which the conviction occurred within five years prior to the application: (1) property offenses, (2) fraud offenses, (3) major violent offenses against persons, and (4) sex offenses. Any other category of offense was not considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.

[APPLICANT CONTACT INFORMATION]

NOTICE OF RIGHTS

You have certain rights under federal and state law with respect to your consumer report. If any person takes adverse action based in whole or in part on any information contained in a consumer report or credit report, you have the right to a disclosure of the information in your consumer file from the agency that provided such information, if you make a written request to them and provide proper identification within sixty (60) days of receiving this denial. The federal Fair Credit Reporting Act (FCRA) also provides that you are entitled to obtain from any nationwide credit reporting agency or credit bureau a free copy of your report in any twelve-month period. You have the right to directly dispute with the consumer reporting agency and/or credit bureau the accuracy and completeness of any information furnished by that agency or bureau and to provide a consumer statement describing your position if you dispute the information in your consumer file.

Summary Publication

CITY OF FARIBAULT
ORDINANCE No. 2022-21

REPEAL AND REPLACE SEC. 7-42 OF THE FARIBAULT CITY CODE OF ORDINANCES REGARDING CRIME-FREE HOUSING PROGRAM

On June 28, 2022, the Faribault City Council approved Ordinance 2022-21, which repeals and replaces Sec. 7-42 of the City Code of Ordinances regarding the City's Crime-free Housing Program. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: June 14, 2022
Second Reading: June 28, 2022
Publication: July 5, 2022

Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: June 28, 2022
SUBJECT: Resolution 2022-136 Accept Bids for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions - Contract 2022-10

Background:
On Wednesday, June 22, 2022, bids were received for the proposed 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions, Contract 2022-10 project including building, pavement and utility removals for the future redevelopment of the project properties.

The bids are tabulated as follows:

Fitzgerald Excavating, Goodhue, MN	$ 139,500
Schumacher Excavating, Inc., Zumbrota, MN	$ 186,680
JJD Companies, Blooming Prairie, MN	$ 222,140
Timm's Trucking and Excavating, Morristown, MN	$ 273,920
Rachel Contracting, LLC, St. Michael, MN	$ 292,830
LinnCo, Inc., Sartell, MN	$ 297,000
H&T Trucking, Stillwater, MN	$ 438,210
Kevitt Companies, Crystal, MN	$ 617,320
Engineer's Estimate	*$ 295,000*

Based on the low bidder's prices, the total estimated funding for the project, including contingencies and engineering fees, is $167,400 and will be paid from the Public Facilities Fund (Fund 437) which may be at least partially reimbursed in the future through the creation of one or more TIF districts related to the redevelopment of the properties.

It is recommended to award to the low bidder, Fitzgerald Excavating and Trucking. Construction on the project is scheduled to begin in July and be substantially completed by the end of August, 2022.

Recommendation:

Approve Resolution 2022-136 Accept Bids for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions

Attachments:

1. Resolution 2022-136 Accept Bids for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions
2. (2022-10) Plan Sheet

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-136

ACCEPT BIDS FOR 55 WILLOW STREET, 127 WILLOW STREET AND 217 MILL STREET BUILDING DEMOLITIONS - CONTRACT 2022-10

WHEREAS, pursuant to the advertisement for bids for the 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions, Contract 2022-10 bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Fitzgerald Excavating, Goodhue, MN	$139,500
Schumacher Excavating, Inc., Zumbrota, MN	$186,680
JJD Companies, Blooming Prairie, MN	$222,140
Timm's Trucking and Excavating, Morristown, MN	$273,920
Rachel Contracting, LLC, St. Michael, MN	$292,830
LinnCo, Inc., Sartell, MN	$297,000
H&T Trucking, Stillwater, MN	$438,210
Kevitt Companies, Crystal, MN	$617,320

and;

WHEREAS, it appears that Fitzgerald Excavating, of Goodhue, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Fitzgerald Excavating, in the name of the City of Faribault for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions, Contract 2022-10 in the amount of $139,500 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: June 28, 2022

Faribault City Council

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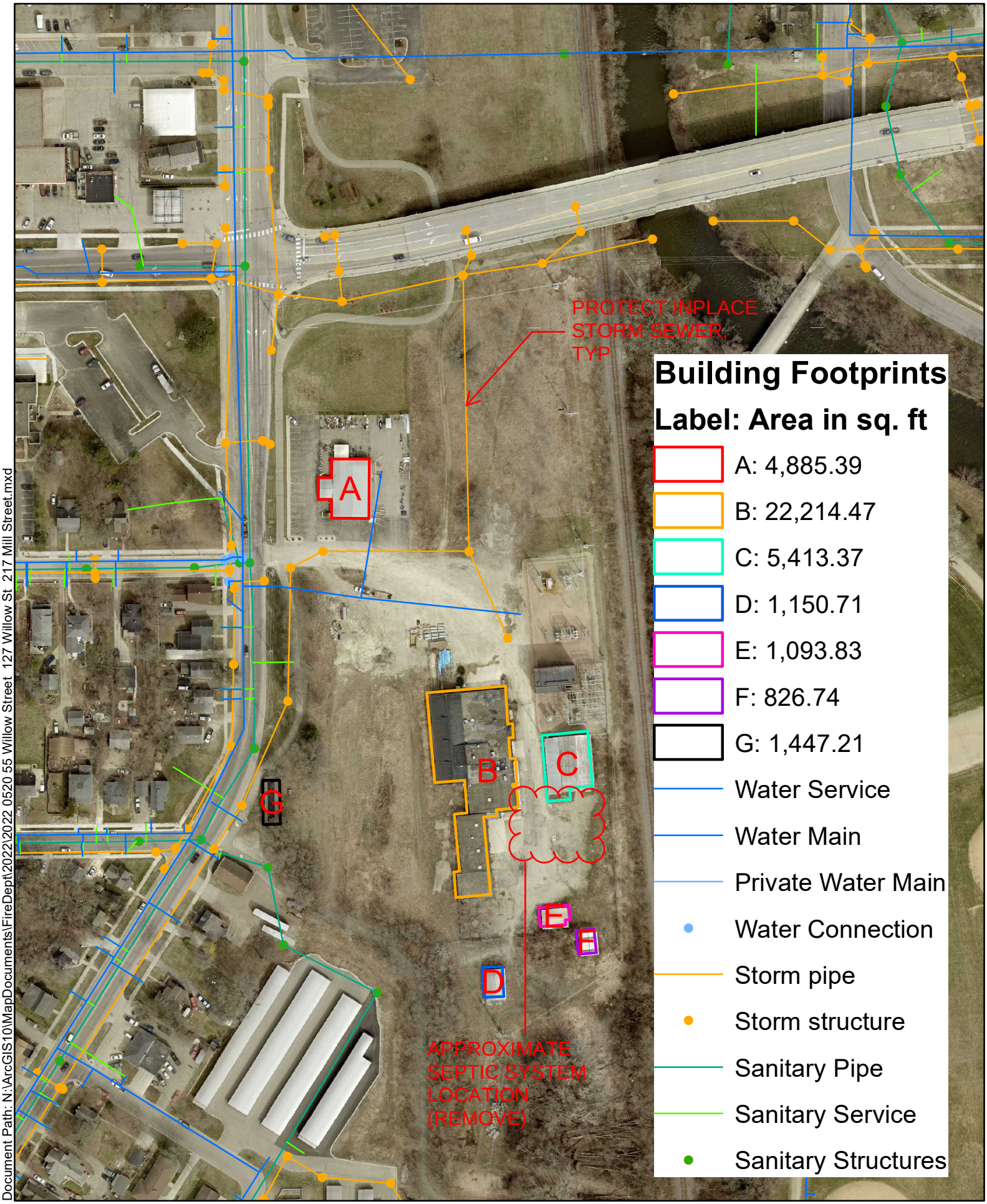
Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

55 Willow Street / 127 Willow St / 217 Mill Street



Document Path: N:\ArcGIS10\MapDocuments\FireDept\2022\2022 0520 55 Willow Street 127 Willow St 217 Mill Street.mxd

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.

0 105 210 420 Feet

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
5 MONTHS ENDING May 31, 2022
41.67%

GENERAL FUND

Revenues	Actual FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Taxes	$ 8,939,162	$ 9,143,005	$ 93,858	1.03%
Permit & Licenses	489,278	478,700	205,052	42.84%
Intergovernmental Revenue	8,498,397	7,201,403	313,161	4.35%
Charges for Services	1,174,927	1,404,234	229,210	16.32%
Fines & Forfeits	152,720	141,000	50,488	35.81%
Miscellaneous Revenue	89,673	156,520	(227,273)	-145.20%
Other Sources	-	-	-	0.00%
Total	$ 19,344,157	$ 18,524,862	$ 664,495	3.59%
Expenditures				
Council	$ 644,599	$ 448,946	$ 155,899	34.73%
City Administration	281,772	299,358	107,582	35.94%
Elections	1,620	27,003	1,973	7.31%
Finance Administration	483,072	441,159	163,806	37.13%
Information Services	219,467	224,764	78,336	34.85%
Legal Services	231,411	282,650	99,305	35.13%
Personnel Administration	257,573	302,489	110,867	36.65%
Planning & Zoning	407,174	451,266	162,779	36.07%
City Hall Maintenance	182,791	199,412	80,736	40.49%
Police Administration	1,061,121	1,038,141	448,657	43.22%
Criminal Investigation	995,407	1,075,770	383,596	35.66%
Uniform Patrol	3,260,829	3,365,400	1,209,673	35.94%
Police Records	463,241	387,765	155,815	40.18%
Fire Administration	269,029	281,313	107,423	38.19%
Fire Supression	1,370,315	1,447,113	530,459	36.66%
Code Enforcement -Inspection	510,522	550,579	173,979	31.60%
Emergency Management	3,537	6,500	3,096	47.62%
Community Services	249,595	289,116	81,293	28.12%
Public Works Administration	105,765	116,525	40,186	34.49%
Street Maintenance Projects	1,402,794	1,485,405	526,002	35.41%
Ice & Snow Removal	118,371	125,000	103,837	83.07%
Equipment Maintenance	294,804	296,069	153,569	51.87%
Street Lighting	251,087	290,500	90,697	31.22%
Traffic Signs & Signals	38,880	48,947	21,122	43.15%
Engineering	556,596	627,840	217,945	34.71%
Community Center Administration	660,334	681,588	241,512	35.43%
Community Center Building	492,656	561,988	211,433	37.62%
Aquatic Center	312,744	346,565	33,294	9.61%
Washington Center	47,100	65,438	29,414	44.95%
Soccer Complex	38,298	36,557	2,293	6.27%
Adult Programs	135,362	155,158	43,471	28.02%
Youth Programs	129,655	144,020	18,326	12.72%
Parks	1,078,050	1,128,480	341,408	30.25%
Library	1,135,629	1,217,621	457,330	37.56%
Miscellaneous Unallocated	395,427	89,674	-	0.00%
Mass Transit	-	19,600	-	0.00%
Total	$ 18,086,625	$ 18,555,719	$ 6,587,112	35.50%
	1,257,532	(30,857)	(5,922,616)	
* transfer to capital funds	(1,715,848)			
YTD Fund Balance Increase (Decrease)	(458,316)			

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
5 MONTHS ENDING May 31, 2022
41.67%

WATER FUND

Revenues	Actual FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Charges for Services	$ 3,722,553	$ 3,902,687	$ 1,614,779	41.38%
Miscellaneous Revenue	79,903	125,700	(190,440)	-151.50%
Other Sources	2,125	-	-	
Total	$ 3,804,580	$ 4,028,387	$ 1,424,339	35.36%
Expenses				
Personnel Services	$ 509,785	$ 574,003	$ 199,179	34.70%
Supplies	333,437	348,300	133,129	38.22%
Other Services & Charges	814,069	692,374	279,674	40.39%
Capital Outlay	-	1,978,312	909,528	45.97%
Debt Service	82,509	563,383	41,371	7.34%
Other Uses	678,499	90,000	37,500	41.67%
Total	$ 2,418,299	$ 4,246,372	$ 1,600,381	37.69%
YTD Fund Balance Increase (Decrease)	1,386,281	(217,985)	(176,042)	
Depreciation	(676,870)	(1,100,000)	(458,333)	
YTD Fund Balance Increase (Decrease) with depreciation	709,408		(634,375)	

SEWER FUND

Revenues	Actual FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Charges for Services	$ 6,295,466	$ 5,385,000	$ 2,640,374	49.03%
Fines & Forfeits	$ 13,698	$ -	$ -	0%
Miscellaneous Revenue	57,954	205,000	(419,673)	-204.72%
Other Sources	1,723,878	-	-	0.00%
Total	$ 8,090,996	$ 5,590,000	$ 2,220,701	39.73%
Expenses				
Sewer Collection				
Personnel Services	$ 373,762	$ 525,552	$ 184,227	35.05%
Supplies	61,964	96,737	29,819	30.82%
Other Services & Charges	776,254	303,643	67,630	22.27%
Capital Outlay	-	1,085,385	99,661	9.18%
Other Uses	105,000	55,838	43,750	78.35%
Water Reclamation Plant				
Personnel Services	954,701	951,546	360,894	37.93%
Supplies	393,159	377,050	129,852	34.44%
Other Services & Charges	484,827.18	1,034,643	306,987	29.67%
Capital Outlay	-	272,899	141,444	51.83%
Debt Service	292,622	1,497,156	136,578	9.12%
Other Uses	105,000	105,000	43,750	41.67%
Total	$ 3,547,290	$ 6,305,449	$ 1,544,593	24.50%
YTD Fund Balance Increase (Decrease)	4,543,706	(715,449)	676,109	
Depreciation	(1,697,010)	(1,905,000)	(793,750)	
YTD Fund Balance Increase (Decrease) with depreciation	2,846,698		(117,641)	

STORM WATER FUND

Revenues	Preliminary FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Charges for Services	$ 1,138,076	$ 1,282,004	$ 568,623	44.35%
Miscellaneous Revenue	147,012	192,000	(127,673)	-66.50%
Intergovernmental	-	150,000	-	
Total	$ 1,285,087	$ 1,624,004	$ 440,950	27.15%
Expenses				
Personnel Services	$ 229,630	$ 247,653	$ 84,302	34.04%
Supplies	29,584	38,650	4,895	12.66%
Other Services & Charges	205,430	172,282	63,046	36.59%
Capital Outlay	-	1,795,000	-	0.00%
Other Uses	35,025	-	-	
Total	$ 499,669	$ 2,253,585	$ 152,244	6.76%
YTD Fund Balance Increase (Decrease)	785,419	(629,581)	288,706	
Depreciation	(321,725)	(400,000)	(166,667)	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
5 MONTHS ENDING May 31, 2022
41.67%

CASH AND INVESTMENTS

101	General Fund	4,598,568		Average interest	Rate
	Fire Insurance Escrow	40,236	Wells Fargo	32,827	0.01%
210	Charitable Gambling Board	64,811	4M Fund	323,937	0.02%
211	City Rental Property Mgmt	86,297	State Bank of Faribault	4,857,532	0.30%
215	Public Safety Programs	46,868	Citizens Community Federal	679,637	0.30%
217	Library Estate Donation	2,700,002	RBC	34,462,163	1.75%
225	Airport	561,637	Oppenheimer	4,978,574	3.52%
240	Community Development	81,566		$ 45,334,671	
241	Public Housing	139,275			
	Security Deposits Escrow	16,704			
243	Industrial Development Loan	253,102			
244	Rental Housing Rehabilitation	190,520	Petty cash (on hand)	2,202	
247	SCDP Revolving Loans	339,136	Escrow Accounts	51,819	0.30%
248	Federal MIF Loans	631,392		$ 54,021	
249	Minnesota Investment Fund	14,188			
254	CRV Rehabilitation Program	57,618			
263-272	TIF Districts	161,706			
280	Faribault HRA	1,012,466			
290	Economic Development Authority	1,196,403	TOTAL CASH	$ 45,388,693	
292	EDA Revolving Fund	392,905			
344-349	Debt Service Funds	1,775,087			
360	Equipment Certificates	238,188			
401	Street Improvement Projects	2,881,491			
404	Park Land Dedication	931,175			
431	Capital Replacement Fund	2,291,235			
437	Public Facility Projects	501,440			
469	2018 Construction Projects	908,777			
472	30th St NW & TH3	(29,411)			
473	2020 Construction Projects	(146,463)			
475	I-35/CSAH 9 Interchange	(1,366)			
476	2022 Construction Projects	(2,079)			
601	Water Fund	6,803,925			
602	Sewer Fund	11,837,472			
603	Storm Water Fund	3,326,360			
704	Worker's Compensation	253,432			
705	Property Liability Reserve	174,138			
873	Roberds Lake Sewer District	8,671			
897	Elderly Housing Corporation	465,634			
898	Robinwood Manor	569,455			
	Escrow Account	16,129			
	Total	$ 45,388,693			