AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
FEBRUARY 18, 2025
7:00 PM

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:
"An opportunity for members of the public to address the City Council on items on/or not on the current agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. You will be limited to three (3) minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak".

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for February 4, 2025

SCHEDULED BID LETTINGS:

SCHEDULED PUBLIC HEARINGS:

CONSENT AGENDA:
Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

2. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of February 5, 2025 to February 18, 2025

3. To consider approving an application from the Wyoming Creative Arts Center for a renewal of their Consumption and Display permit

4. To consider **Resolution 25-02-15** a resolution approving BerganKDV to conduct the annual audit services for the year ended December 31, 2024 in the amount of $42,120.00

5. To consider **Resolution 25-02-16** a resolution authorizing payment for the upfitting of a 2025 Western Star 47X Chassis by Towmaster for the Public Works Department in the amount of $181,927.00

6. To consider **Resolution 25-02-17** a resolution authorizing the purchase of a Ford F-150 from Midway Ford and up fitting from Emergency Automotive Technologies in the amount of $51,328.08

7. To consider **Resolution 25-02-18** a resolution authorizing the purchase of a 2025 John Deere Tractor and Diamond Mowing Equipment from Minnesota Equipment for the Public Works Department in the amount of $110,736.85

8. To consider **Resolution 24-02-19** a resolution adopting the Chisago County 2024 Hazard Mitigation Plan

9. To consider approval and adoption of **Ordinance 2025-01** an ordinance amending the City of Wyoming Code of Ordinances, Chapter 39, Stormwater Management, Article 1, Section 39 – 3 Purpose.

10. To consider **Resolution 25-02-20** a resolution adopting and approving a summary publication for Ordinance 2025-01, an Ordinance amending the city of Wyoming Code of Ordinances, Chapter 39 Stormwater Management, Article 1, Sec 39-3 Purpose.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND DEPARTMENT HEADS:

11. Report of the Public Safety Director, Neil Bauer, for February 12, 2025

12. Report of City Building Official, Fred Weck, IV for February 12, 2025.

13. Report of the City Attorney, Tom Loonan, for February 12, 2025

14. Report of City Engineer Mark Erichson, WSB for February 13, 2025

15. Report of the Report of the Public Works Superintendent, Steve Reeves, for February 12, 2025

COMMUNICATIONS:

16. 2025 Spring Medallion Hunt

OLD BUSINESS:

NEW BUSINESS:

17. To consider a city council work session on March 4, 2025

COUNCIL REPORTS:

ADJOURN

DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
FEBRUARY 4, 2025
7:00PM

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for February 4, 2025, to order at 7:00 PM

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming City Council were present: Councilmembers Lisa Iverson, Linda Nanko Yeager, Dennis Schilling, Brett Ohnstad, and Claire Luger

ABSENT: None

Also Present: Tom Loonan, Eckberg Lammers, Robb Linwood, City Administrator, Mark Erichson-WSB, Neil Bauer - Public Safety Director, Fred Weck, Zoning Administrator/Building Official and Steve Reeves, Public Works Superintendent

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

APPROVAL OF MINUTES:

1. **Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for January 21, 2025**

   A MOTION WAS MADE BY COUNCILMEMBER OHSTAD, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE THE MINUTES OF THE "REGULAR MEETING" OF THE WYOMING, MINNESOTA CITY COUNCIL FOR JANUARY 21, 2025, AS SUBMITTED.

   Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
   Voting Nay: None
   Abstain: None
   Absent: None

2. **Consider approving the minutes of the "Work Session Meeting" of the Wyoming, Minnesota City Council for January 21, 2025**

   A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE "WORK SESSION MEETING" OF THE WYOMING, MINNESOTA CITY COUNCIL FOR JANUARY 21, 2025, AS SUBMITTED.

   Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
   Voting Nay: None
   Abstain: None
   Absent: None

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. To consider authorizing the payment of recommended bills, payroll, and journal entries for the period from January 22, 2025 to February 4, 2025
4. To consider approving payment to the League of Minnesota Cities for Workers Compensation Insurance for February 2025 to February 26, 2026 in the amount of $109,615.00
5. adopting **Resolution 25-02-11** a Resolution declaring certain Administration Department item as Surplus Property and Authorize the Administration Department to dispose of such items through on-line auction of disposal process
6. To consider **Resolution 25-02-12** a resolution authorizing the purchase of a 2025 Chevy Traverse from Saxon Fleet Services in the amount of $41,963.00
7. To consider **Resolution 25-02-13** a resolution authorizing the purchase of a 2025 Dodge Durango from Dodge of Burnsville in the amount of $49,099.00

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE #3, #4, #5, #6 AND #7, OF THE WYOMING CITY COUNCIL CONSENT AGENDA

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND DEPARTMENT HEADS:

8. Report of the Public Safety Director, Neil Bauer for January 29, 2025

9. Report of City Building Official, Fred Weck, IV for January 29, 2025

10. Report of City Attorney Tom Loonan for January 28, 2025

11. Report of City Engineer Mark Erichson, WSB for January 28, 2025

12. Report of Public Works Superintendent, Steve Reeves for January 29, 2025

OLD BUSINESS: NONE

COMMUNICATIONS:

13. MN Law Enforcement Accreditation Program (MNLEAP)

Public Safety Director Bauer – Gave an overview of the intent of the Wyoming Police Department to pursue accreditation through the Minnesota Law Enforcement Accreditation Program (MNLEAP), expected costs, possible grant funding, and explained the benefits of becoming accredited.

Council Member Ohnstad – Asked if the initial cost and the ongoing cost for the accreditation were based on the size of the various cities.

Public Safety Director Bauer – Confirmed that the costs were determined by the number of officers.

NEW BUSINESS

14. To consider the addition of an EMS Responder Classification within the Wyoming Fire Department

Public Safety Director Bauer – Outlined his request to reclassify existing positions from firefighter to EMS Responder and explained that the majority of the calls that come in are related to EMS, so this reclassification would fill a huge need for the City. He noted that he was proposing that they start at $15/hour with an increase to $18/hour once they have successfully completed their probationary period.

Council Member Ohnstad – Asked how a call currently would go out versus how it would go out with these new classifications.

Public Safety Director Bauer – Explained that they all receive the call via the 'I Am Responding' app so they will be able to look at it and see whether the call will require a medical response or not, and would then respond accordingly. He noted that it would not necessarily change how the Department responds, but would change the make-up of the crew is and also give them additional people that would be available, and noted that they were hoping it would open doors for daytime coverage.

Council Member Luger – Asked about the rationale behind the proposed hourly rate during probation and after.

Public Safety Director Bauer - Explained that the pay rates were consistent with the firefighter rates and noted that the Fire Relief Association supported it as well.

Council Member Nanko Yeager – Gave the example of someone having a heart attack and one of the EMS Responders responds to the call. She asked what that individual would be able to do for someone having a heart attack.

Public Safety Director Bauer – Stated that the ambulance service in the area were usually staffed with a paramedic and explained that they would respond with a rescue vehicle, just like the Fire Department usually responds now. He stated that they would have the same level of training as the Fire Department but noted that some would be EMTs and some would be EMS Responders. He explained that the EMS Responders have the ability to use the equipment in the rescue vehicle and the EMTs would just have some additional levels of certification. He clarified that the EMS Responders would not take the place of an ambulance responding because the ambulance would still be dispatched but they would just be additional responders that can help provide service. He noted that there are some medical calls that require 5 or 6 responders based on the need and reiterated that when responding to calls, this would just mean that they would have additional people available beyond just their firefighters.

Council Member Schilling – Stated that he was in favor of this classification because it was an added body and he felt it was something that would make the response to calls more quickly.

Mayor Iverson – Noted that the EMS Responder would not be attending the firefighter training events or going to fires and would just specifically be for medical calls. She explained that she wanted to make sure that they considered the mental health of the EMS Responders because they may be seeing some pretty hard things.

Public Safety Director Bauer – Stated that they have begun brainstorming ideas of what wellness looked like for their firefighters and EMS personnel.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE ADDITION OF AN EMS RESPONDER CLASSIFICATION

WITHIN THE WYOMING FIRE DEPARTMENT.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

15. To consider advertising for a Full-Time Public Works Maintenance Worker position

Public Works Superintendent Reeves – Stated that he was seeking authorization to advertise for a full-time Public Works Maintenance Worker, as was approved through the 2023 Rate Study and within the City's budget process.

Council Member Nanko Yeager – Asked how much time this worker would be spending on utilities.

Public Works Superintendent Reeves – Stated that they would spend the same amount of time as everybody else in the Department. The new hire would be in the on-call rotation, which is every 7th week. Stated that the new hire would be working in utilities full-time during those instances and that they would sporadically work in utilities during the rest of the time.

Council Member Nanko Yeager – Explained that as a utility rate payer, she was not totally comfortable with the employee doing other things and felt that they should be paid out of the General Fund. She noted that she was not comfortable hiring an extra employee because the City was not growing very much and didn't think it was a good idea to expand the Department when they weren't growing very much.

City Administrator Linwood – Reminded Council Member Nanko Yeager that she had approved the rate study that was inclusionary of this position.

Mayor Iverson – Stated that there were a lot of different things that they had to do when the City reached 5,000 residents. Asked City Engineer Erichson if population increases also increase the needs from Public Works.

City Engineer Erichson – Stated that the City became an MS4 City when it crossed the 5,000-population threshold that requires them to become one. Added that the MS4 status brought additional, unfunded mandates that the City must now abide by which impact Public Works staff. Impacts include added reporting and infrastructure support requirements.

Council Member Ohnstad – Noted that as the City grows, they will need people working on some of the infrastructure before the population is increased because the roads and sewer systems will need to come before homes can be built.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE ADVERTISING FOR A FULL-TIME PUBLIC WORKS MAINTENANCE WORKER POSITION.

Voting Aye: Schilling, Luger, Ohnstad, Iverson
Voting Nay: Nanko Yeager
Abstain: None
Absent: None

16. To consider **Resolution 25-02-13** a resolution authorizing the preparation of a feasibility study for the 2025 Street Improvement Project

City Engineer Erichson – Reminded the Council that the City had completed street ratings in 2024 using AI, which mapped the roadways and the distressed areas. He explained that staff had developed a CIP using data captured from the street ratings and would bring that information back to the Council in the future. He gave an overview on how streets are selected for the Street Improvement Projects and which roadways staff was recommending be included in the 2025 Street Improvement Project.

Council Member Nanko Yeager – Asked when the Council would see the Pavement Management Plan.

City Engineer Erichson – Stated that the Pavement Management Plan was completed in the fall of 2024 and noted that they were working to verify the information, because it was done with a new AI system. He explained that Public Works had begun the process of comparing the AI data to just verify that it matched reality. He stated that he was hopeful that they would be able to share the results with the Council in the next month or so.

Council Member Nanko Yeager – Asked why the Thurnbeck area was removed from the plans for 2025.

City Engineer Erichson – Explained that Thurnbeck had been removed due to its size and the amount of resources the City would need to complete it. He noted that they were hopeful that they may be able to utilize State Aid funding to complete the Thurnbeck area in the future.

Council Member Nanko Yeager – Stated that she believed that 259th Street was older than the other streets in the Thurnbeck area and was 'shot'. Asked what would be done in the meantime regarding 259th in the meantime about the street if it were not to be done with this project.

City Engineer Erichson – Stated that 259th Street was already at the point of requiring a complete reconstruction, whether the City waits 1 or 2 years to address it. Added that Hawk Meadows could avoid a complete reconstruction if they addressed it now. He explained that patching and other work would take place in this area while they wait for the Thurnbeck project.

Council Member Nanko Yeager – Asked if the City was still considering changing the assessment policy for mill & overlays. Noted that would require a change in policy because right now the City only assesses for reclamation or reconstruction and then residents have 20 years where they would not be assessed.

City Administrator Linwood – Stated that it was still under consideration.

Council Member Ohnstad – Asked about using AI to identify the deterioration of the roadways and asked if they were able to look at hotspots in order to identify areas that were getting worse in order to determine areas that they may want to do first.

City Engineer Erichson - Stated that was correct and was exactly what it can be used for.

City Engineer Erichson – Explained that there was a lot of work that had to be done before this was brought back to the public and noted that the Council would have additional discussions on the possible assessment of the project.

Council Member Schilling – Stated that Thurnbeck was about 22 years old and, in his opinion, has actually held up pretty well for being that age.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE <u>RESOLUTION 25-02-13</u> A RESOLUTION AUTHORIZING THE PREPARATION OF A FEASIBILITY STUDY FOR THE 2025 STREET IMPROVEMENT PROJECT

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

17. To consider a City Council Work Session on February 18, 2025

City Administrator Linwood – Explained that the intent for the proposed Work Session would be the Council's annual goal setting discussion to help direct work priorities for the year.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE SCHEDULING A CITY COUNCIL WORK SESSION ON FEBRUARY 18, 2025 AT 5:30 P.M.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

COUNCIL REPORTS:

Council Member Ohnstad – Attended the Park Advisory Commission meeting.

Council Member Nanko Yeager – No report.

Council Member Luger – Attended the Joint Sewer Commission meeting last week.

Council Member Schilling – No report.

Mayor Iverson – Attended the Joint Sewer Commission meeting.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO ADJOURN THE FEBRUARY 4, 2025 "REGULAR MEETING" OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 7:54 PM

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

A portion of this public meeting may be closed to discuss "Labor Negotiation Strategies"; "Misconduct allegations or charges"; "Attorney-client privilege"; or "Performance evaluations" as per MN State Statute 13D.01-.05.

NEXT REGULAR MEETING:
FEBRUARY 18, 2025
7:00PM

	Check Number	Name	Check Date
Text Label	57459	PACIFIC LIFE INSURANCE	02/11/2025

Item Code	GL Number	Amount
ROTH	101-0000-21712	273.81
		273.81

	Check Number	Name	Check Date
Text Label	57460	LAW ENFORCEMENT LABOR	02/11/2025

Item Code	GL Number	Amount
UNION POLICE	101-0000-21713	657.00
		657.00

	Check Number	Name	Check Date
Text Label	57461	CENTRAL PENSION FUND,	02/11/2025

Item Code	GL Number	Amount
CENT PENS FUND	101-0000-21716	720.00
		720.00

	Check Number	Name	Check Date
Text Label	EFT1217	MN STATE RETIREMENT	02/11/2025

Item Code	GL Number	Amount
CITY HSCP CONT	101-0000-21706	0.00
HCSP	101-0000-21710	0.00
MNDCP	101-0000-21712	700.00
MNDCPPRETAX	101-0000-21712	710.00
		1,410.00

	Check Number	Name	Check Date
Text Label	EFT1218	SELECTACCOUNT,	02/11/2025

Item Code	GL Number	Amount
DEP CARE	101-0000-21711	0.00
FSA CONT	101-0000-21711	0.00
HSA CITY CONT	101-0000-21707	0.00
HSA CONT	101-0000-21707	2,508.83
		2,508.83

	Check Number	Name	Check Date
Text Label	EFT1219	P.E.R.A.,	02/11/2025

Item Code	GL Number	Amount
CORD PERA	101-0000-21704	3,878.44
DCP PERA	101-0000-21704	0.00
DCP PERA MATCH	101-0000-21704	0.00
PERA CITY MATCH	101-0000-21704	4,475.13
PF PERA	101-0000-21704	4,836.73

Check Number	Name			Check Date
	PF PERA CITY	101-0000-21704	7,255.10	
			20,445.40	

Text Label EFT1220 INTERNAL REVENUE SERVICE, 02/11/2025

Item Code	GL Number	Amount
FITW	101-0000-21701	9,116.22
SOCSEC_EE	101-0000-21703	3,638.06
MEDICARE_ER	101-0000-21703	1,420.06
SOCSEC_ER	101-0000-21703	3,638.06
MEDICARE_EE	101-0000-21703	1,420.06
		19,232.46

Text Label EFT1221 STATE OF MINNESOTA, 02/11/2025

Item Code	GL Number	Amount
SITW	101-0000-21702	4,322.75
		4,322.75

Text Label

General Checking Account 10100
Total Amount Being Paid: $49,570.25
Total Number of Checks: 8

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
57462	**02/18/2025**	**ABDO FINANCIAL SOLUTIONS, LLC**		
501091				
	101-1500-43000	PROFESSIONAL SE	$6,750.00	PROFESSIONAL SERVICE (GENERAL)
501761				
	101-1500-43010	AUDITING AND AC	$3,865.00	AUDITING AND ACCOUNTING
	Total for ABDO FINANCIAL SOLUTION:		$10,615.00	
57463	**02/18/2025**	**APPLE FORD WHITE BEAR LAKE**		
111733				
	101-3100-43900	VEHICLE MAINTEN	$3,922.26	VEHICLE MAINTENANCE
	Total for APPLE FORD WHITE BEAR LA		$3,922.26	
57464	**02/18/2025**	**ASPEN MILLS**		
348539				
	101-2200-44080	UNIFORMS	$146.40	UNIFORMS
	Total for ASPEN MILLS		$146.40	
57465	**02/18/2025**	**CHISAGO COUNTY CHIEF OF POLICE**		
WPD2025				
	101-2110-44330	DUES & SUBSCRIP	$50.00	DUES & SUBSCRIPTIONS
	Total for CHISAGO COUNTY CHIEF OF		$50.00	
57466	**02/18/2025**	**CINTAS**		
4219537488				
	101-2110-43600	CLEANING SERVIC	$34.49	CLEANING SERVICE-PUBLIC SAFETY
4219560214				
	101-1400-43600	CLEANING SERVIC	$26.07	CLEANING SERVICE-CITY HALL
4219560373				
	101-3100-44180	UNIFORMS	$80.76	STREETS
	101-3100-42100	OPERATING SUPPL	$72.90	SHOP SUPPLIES
4220286013				
	101-3100-44180	UNIFORMS	$80.76	STREETS
	101-3100-42100	OPERATING SUPPL	$46.90	SHOP SUPPLIES
4221072169				
	101-1400-43600	CLEANING SERVIC	$26.07	CLEANING SERVICE-CITY HALL
4221031993				
	101-2110-43600	CLEANING SERVIC	$34.49	CLEANING SERVICE-PUBLIC SAFETY
4221072362				
	101-3100-44180	UNIFORMS	$80.76	STREETS
	101-3100-42100	OPERATING SUPPL	$72.90	SHOP SUPPLIES
	Total for CINTAS		$556.10	
57467	**02/18/2025**	**CITY OF LINDSTROM**		
2.01.2025				
	101-3100-42310	CONTRACTED SER	$4,894.08	CONTRACTED SERVICES
02022025				
	101-3100-42310	CONTRACTED SER	$7,867.22	CONTRACTED SERVICES
	Total for CITY OF LINDSTROM		$12,761.30	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #		Vendor Name / Amount	Comment
57468	**02/18/2025**	**CONNEXUS ENERGY**		
01302025				
	101-3100-43800	UTILITIES-GAS/ELI	$36.15	LAKE DR & HEATH - ST LIGHTS
	101-2110-43800	UTILITIES-GAS/ELI	$5.40	HAMLET DR
	101-2110-43800	UTILITIES-GAS/ELI	$5.40	FALLBROOK SIREN
	101-3100-43860	STREET LIGHTS	$22.25	250TH STREET NE SIGN
	101-2110-43800	UTILITIES-GAS/ELI	$5.40	PIONEER RD
	Total for CONNEXUS ENERGY		$74.60	
57469	**02/18/2025**	**DAMARCO SOLUTIONS, LLC**		
4704				
	101-3100-42310	CONTRACTED SER	$65.25	CONTRACTED SERVICES
	601-9425-42310	CONTRACTED SER	$65.25	CONTRACTED SERVICES
	602-9425-42310	CONTRACTED SER	$65.25	CONTRACTED SERVICES
	101-5200-42310	CONTRACTED SER	$65.25	CONTRACTED SERVICES
	Total for DAMARCO SOLUTIONS, LLC		$261.00	
57470	**02/18/2025**	**DODGE OF BURNSVILLE, INC**		
N99218				
	401-2110-45000	CAPITAL OUTLAY	$41,099.00	CAPITAL OUTLAY
	Total for DODGE OF BURNSVILLE, INC		$41,099.00	
57471	**02/18/2025**	**DUKE AERIAL, INC.**		
617428-0001				
	101-5200-42190	SEASONAL ACTIVI	$1,321.04	SEASONAL ACTIVITIES
	Total for DUKE AERIAL, INC.		$1,321.04	
57472	**02/18/2025**	**DW COMPANIES LLC**		
2019				
	601-9425-44490	WATERMAIN BREA	$8,350.00	WATERMAIN BREAK
	Total for DW COMPANIES LLC		$8,350.00	
57473	**02/18/2025**	**ECKBERG LAMMERS P.C.**		
44015				
	101-1400-43040	ATTORNEY FEES	$378.00	GENERAL
	101-1400-43040	ATTORNEY FEES	$780.00	MEETINGS
	101-1400-43040	ATTORNEY FEES	$54.00	ORDINANCES
	101-1400-43040	ATTORNEY FEES	$450.00	GENERAL EMPLOYMENT
	101-1400-43040	ATTORNEY FEES	$504.00	KETTLE RIVER BLVD DEAD END HAYRIDE CUP
	101-1400-43040	ATTORNEY FEES	$198.00	CLEANING CONTRACT REVIEW
	101-1400-43040	ATTORNEY FEES	$207.00	WELL EASEMENT
	Total for ECKBERG LAMMERS P.C.		$2,571.00	
57474	**02/18/2025**	**ELLIOTT AUTO SUPPLY CO., INC**		
159-130476				
	101-2400-43900	VEHICLE MAINTEN	$134.00	VEHICLE MAINTENANCE
	Total for ELLIOTT AUTO SUPPLY CO., I		$134.00	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name / mount		Comment
57475	**02/18/2025**	**EMERGENCY AUTO TECH. INC**		
BA081424-34				
	101-5200-42400	SMALL TOOLS/MIN	$153.45	SMALL TOOLS/MINOR EQUIPMENT
	101-3100-42400	SMALL TOOLS/MIN	$153.45	SMALL TOOLS/MINOR EQUIPMENT
	651-9425-42400	SMALL TOOLS/MIN	$153.45	SMALL TOOLS/MINOR EQUIPMENT
	602-9425-42400	SMALL TOOLS/MIN	$153.45	SMALL TOOLS/MINOR EQUIPMENT
SVC24252				
	101-3100-43900	VEHICLE MAINTEN	$800.40	VEHICLE MAINTENANCE
Total for	**EMERGENCY AUTO TECH. INC**		$1,414.20	
57476	**02/18/2025**	**FAIRVIEW HEALTH SERVICES**		
15008061185				
	101-5200-42310	CONTRACTED SER	$35.00	15008061185 HOFELD
	101-5200-42310	CONTRACTED SER	$35.00	15008061200 ORTWERTH
	101-2400-42310	CONTRACTED SER	$35.00	15008094421 SCHILLING
Total for	**FAIRVIEW HEALTH SERVICES**		$105.00	
57477	**02/18/2025**	**FASTENAL COMPANY**		
MNTC3235990				
	101-3100-42100	OPERATING SUPPL	$14.11	
Total for	**FASTENAL COMPANY**		$14.11	
57478	**02/18/2025**	**GOPHER STATE ONE CALL**		
5010866				
	601-9425-44650	LOCATES (GOPHEF	$41.20	LOCATES (GOPHER STATE)
	602-9425-44650	LOCATES (GOPHEF	$41.20	LOCATES (GOPHER STATE)
Total for	**GOPHER STATE ONE CALL**		$82.40	
57479	**02/18/2025**	**GUARDIAN SUPPLY**		
20543				
	101-2110-44080	UNIFORMS	$111.96	UNIFORMS
Total for	**GUARDIAN SUPPLY**		$111.96	
57480	**02/18/2025**	**HEALTH PARTNERS**		
036087087385				
	101-0000-21706	HOSPITALIZATION	$24,334.77	MARCH PREMIUMS
Total for	**HEALTH PARTNERS**		$24,334.77	
57481	**02/18/2025**	**HOLIDAY 3550**		
060101022500				
	101-3100-43900	VEHICLE MAINTEN	$4.50	VEHICLE MAINTENANCE
	101-2200-43900	VEHICLE MAINTEN	$4.50	VEHICLE MAINTENANCE
	101-2110-43900	VEHICLE MAINTEN	$103.50	VEHICLE MAINTENANCE
Total for	**HOLIDAY 3550**		$112.50	
57482	**02/18/2025**	**HYDRAULICS PLUS & CONSULTING**		
BA081424.34				
	101-3100-44040	REPAIRS & MAINT.	$209.85	REPAIRS & MAINT. - EQUIPMENT
18826				
	101-3100-44040	REPAIRS & MAINT.	$35.50	REPAIRS & MAINT. - EQUIPMENT
Total for	**HYDRAULICS PLUS & CONSUI**		$245.35	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
57483	**02/18/2025**	**IUOE LOCAL #49**		
02052025				
	101-0000-21714	PW UNION DUES	$210.00	MONTHLY DUES
	Total for IUOE LOCAL #49		$210.00	
57484	**02/18/2025**	**KODIAK POWER SYSTEMS**		
KPS1703				
	602-9425-44040	REPAIRS & MAINT.	$4,702.65	REPAIRS & MAINT. - EQUIPMENT
	Total for KODIAK POWER SYSTEMS		$4,702.65	
57485	**02/18/2025**	**LEAGUE OF MN CITIES**		
419611				
	101-1400-42080	TRAINING AND INS	$250.00	419611 DAY ON THE HILL
	101-1400-42080	TRAINING AND INS	$525.00	419943 MCMA ANNUAL CONFERENCE
	101-1400-42080	TRAINING AND INS	$40.00	420423 MCMA ANNUAL CONFERENCE GOLF
	Total for LEAGUE OF MN CITIES		$815.00	
57486	**02/18/2025**	**LENFER AUTOMOTIVE AND TRANSMISSION**		
24367				
	101-2110-43900	VEHICLE MAINTEN	$90.66	VEHICLE MAINTENANCE
24500				
	101-2110-43900	VEHICLE MAINTEN	$226.24	VEHICLE MAINTENANCE
	Total for LENFER AUTOMOTIVE AND TI		$316.90	
57487	**02/18/2025**	**LTG POWER EQUIPMENT**		
291528				
	101-5200-42400	SMALL TOOLS/MIN	$190.52	SMALL TOOLS/MINOR EQUIPMENT
	Total for LTG POWER EQUIPMENT		$190.52	
57488	**02/18/2025**	**MENARDS- FOREST LAKE**		
51138				
	101-3100-42100	OPERATING SUPPL	$50.55	OPERATING SUPPLIES
	601-9425-42100	OPERATING SUPPL	$29.98	OPERATING SUPPLIES
51119				
	101-5200-42400	SMALL TOOLS/MIN	$54.99	SMALL TOOLS/MINOR EQUIPMENT
51726				
	101-3100-42400	SMALL TOOLS/MIN	$72.27	SMALL TOOLS/MINOR EQUIPMENT
	Total for MENARDS- FOREST LAKE		$207.79	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
57489	**02/18/2025**	**MIDCONTINENT COMMUNICATIONS**		
14463230114537				
	101-1400-43210	TELEPHONE	$44.31	CITY HALL
	101-1400-42310	CONTRACTED SER	$949.85	FIBER
	101-2110-43210	TELEPHONE	$413.96	POLICE DEPT
	101-3100-43210	TELEPHONE	$125.88	PUBLIC WORKS
	601-9425-43210	TELEPHONE	$304.45	WELL
	602-9425-43210	TELEPHONE	$222.25	LIFTSTATIONS
16609590114541				
	101-3100-43210	TELEPHONE	$36.79	PUBLIC WORKS
	601-9425-43210	TELEPHONE	$36.79	WELL
	602-9425-43210	TELEPHONE	$36.81	LIFTSTATIONS
37889910114541				
	101-3100-43210	TELEPHONE	$36.80	PUBLIC WORKS
	601-9425-43210	TELEPHONE	$36.80	WELL
	602-9425-43210	TELEPHONE	$36.79	LIFTSTATIONS
	Total for MIDCONTINENT COMMUNICA		$2,281.48	
57490	**02/18/2025**	**MIDWEST COMPLIANCE INC**		
61968				
	101-2400-42310	CONTRACTED SER	$77.00	CONTRACTED SERVICES
	Total for MIDWEST COMPLIANCE INC		$77.00	
57491	**02/18/2025**	**MIDWEST MACHINERY CO**		
10351072				
	101-3100-42910	EQUIPMENT REPAI	$602.08	EQUIPMENT REPAIR
	Total for MIDWEST MACHINERY CO		$602.08	
57492	**02/18/2025**	**MINNESOTA VALLEY TESTING LABS**		
1281483				
	601-9425-43110	LAB COSTS	$116.00	LAB TESTS
	Total for MINNESOTA VALLEY TESTIN		$116.00	
57493	**02/18/2025**	**MOMENTUM ADVOCACY, LLP**		
1027				
	409-1000-43000	PROFESSIONAL SE	$3,300.00	PROFESSIONAL SERVICE (GENERAL)
	Total for MOMENTUM ADVOCACY, LLP		$3,300.00	
57494	**02/18/2025**	**NEW BRIGHTON FORD INC**		
1003568-1				
	401-2110-45000	CAPITAL OUTLAY	$41,963.00	CAPITAL OUTLAY
	Total for NEW BRIGHTON FORD INC		$41,963.00	
57495	**02/18/2025**	**NORTHERN TOOL & EQUIPMENT**		
541201038250239				
	101-3100-42400	SMALL TOOLS/MIN	$47.49	SMALL TOOLS/MINOR EQUIPMENT
	Total for NORTHERN TOOL & EQUIPME		$47.49	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #		Vendor Name / Amount	Comment
57496	**02/18/2025**	**NOVACARE REHABILITATION**		
848292976				
	101-2110-42310	CONTRACTED SER	$370.00	CONTRACTED SERVICES
	Total for NOVACARE REHABILITATION		$370.00	
57497	**02/18/2025**	**ON SITE, INC**		
0001845205				
	101-5200-44050	SATALLITE RENTAL	$41.65	030626-0012 SWENSON PARK
0001848266				
	101-5200-44050	SATALLITE RENTAL	$41.83	030626-0012 SWENSON PARK
	Total for ON SITE, INC		$83.48	
57498	**02/18/2025**	**OPG-3**		
8552				
	101-1400-44330	DUES & SUBSCRIP	$3,255.00	DUES & SUBSCRIPTIONS
	Total for OPG-3		$3,255.00	
57499	**02/18/2025**	**PITNEY BOWES**		
3107038688				
	601-9425-43000	PROFESSIONAL SE	$456.26	LETTER ENVELOPE FOLDER
	602-9425-43000	PROFESSIONAL SE	$456.25	LETTER ENVELOPE FOLDER
	Total for PITNEY BOWES		$912.51	
57500	**02/18/2025**	**RAPIT PRINTING INC**		
432600				
	101-2400-42100	OPERATING SUPPL	$127.75	OPERATING SUPPLIES
	101-2110-42100	OPERATING SUPPL	$298.13	OPERATING SUPPLIES
	Total for RAPIT PRINTING INC		$425.88	
57501	**02/18/2025**	**RICHARD GEISTHARDT**		
02102025				
	101-3100-44180	UNIFORMS	$300.00	UNIFORMS
	Total for RICHARD GEISTHARDT		$300.00	
57502	**02/18/2025**	**RICOH BUSINESS SYSTEMS**		
108939736				
	101-1400-42150	COPIER	$144.05	CITY HALL
	101-2110-42240	MAINTENANCE CO	$77.19	POLICE DEPT
	101-2110-42240	MAINTENANCE CO	$4.10	FIRE DEPT
	Total for RICOH BUSINESS SYSTEMS		$225.34	
57503	**02/18/2025**	**ROADKILL ANIMAL CONTROL**		
1.31.2025				
	101-3100-42310	CONTRACTED SER	$129.00	CONTRACTED SERVICES
	Total for ROADKILL ANIMAL CONTROL		$129.00	
57504	**02/18/2025**	**SHRED RIGHT**		
0041297				
	101-1400-42100	OPERATING SUPPL	$48.37	OPERATING SUPPLIES
	Total for SHRED RIGHT		$48.37	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #		Vendor Name / Amount	Comment
57505	**02/18/2025**	**STOP STICK**		
0036905-IN				
	101-2110-42100	OPERATING SUPPL	$710.00	OPERATING SUPPLIES
	Total for STOP STICK		$710.00	
57506	**02/18/2025**	**THOMSON REUTERS-WEST PUBLISH**		
851443173				
	101-2110-44360	INVESTIGATIONS	$195.26	INVESTIGATIVE SUITE
	Total for THOMSON REUTERS-WEST PI		$195.26	
57507	**02/18/2025**	**TIMESAVER OFF SITE SECRETARIAL**		
29870				
	101-1400-42310	CONTRACTED SER	$172.00	CONTRACTED SERVICES
	Total for TIMESAVER OFF SITE SECRET		$172.00	
57508	**02/18/2025**	**TIREHUB LLC**		
47528570				
	101-2110-43900	VEHICLE MAINTEN	$1,168.00	VEHICLE MAINTENANCE
	Total for TIREHUB LLC		$1,168.00	
57509	**02/18/2025**	**TOTAL CONTROL SYSTEMS**		
11521				
	602-9425-44380	LIFT STATIONS MA	$307.80	LIFT STATIONS MAINTENANCE
	Total for TOTAL CONTROL SYSTEMS		$307.80	
57510	**02/18/2025**	**TOWMASTER**		
474609				
	401-3100-45000	CAPITAL OUTLAY	$181,927.00	CAPITAL OUTLAY
	Total for TOWMASTER		$181,927.00	
57511	**02/18/2025**	**UNUM LIFE INSURANCE**		
03012025				
	101-1400-41310	LIFE INSURANCE	$214.33	ADMIN
	101-2110-41310	LIFE INSURANCE	$1,220.64	POLICE
	101-1910-41310	LIFE INSURANCE	$87.52	PLAN & ZONE
	101-2400-41310	LIFE INSURANCE	$233.02	BLDG
	101-3100-41310	LIFE INSURANCE	$(278.20)	STREETS
	601-9425-41310	LIFE INSURANCE	$(151.07)	WATER
	602-9425-41310	LIFE INSURANCE	$(151.07)	SEWER
	101-0000-21715	VOLUNTARY TERM	$346.32	VOLUNTARY TERM LIFE
	Total for UNUM LIFE INSURANCE		$1,521.49	
57512	**02/18/2025**	**US BANK EQUIPMENT FINANCE**		
548644327				
	101-2400-44330	DUES & SUBSCRIP	$146.00	DUES & SUBSCRIPTIONS
	Total for US BANK EQUIPMENT FINAN		$146.00	
57513	**02/18/2025**	**VC3, INC.**		
INV3559628VC3				
	101-1400-42180	COMPUTER MAINT	$3,099.00	COMPUTER MAINT/REPAIR
	Total for VC3, INC.		$3,099.00	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
57514	**02/18/2025**	**VERIZON**		
6104599412				
	602-9425-43210	TELEPHONE	$269.83	TELEPHONE
	601-9425-43210	TELEPHONE	$269.83	TELEPHONE
	101-1400-43210	TELEPHONE	$83.24	TELEPHONE
	101-2400-43210	TELEPHONE	$83.24	TELEPHONE
	Total for VERIZON		$706.14	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
57515	**02/18/2025**	**VISA**		
419755				
	101-2110-42080	TRAINING AND INS	$125.00	TRAINING AND INSTRUCTION
5D44B29A-0004				
	101-2110-44330	DUES & SUBSCRIP	$180.00	DUES & SUBSCRIPTIONS
97164				
	101-2110-42080	TRAINING AND INS	$179.00	TRAINING AND INSTRUCTION
1643				
	101-2110-42080	TRAINING AND INS	$250.00	TRAINING AND INSTRUCTION
5717841				
	101-2110-44080	UNIFORMS	$235.70	UNIFORMS
9876260				
	101-2200-42100	OPERATING SUPPL	$19.99	OPERATING SUPPLIES
415876				
	101-2110-44080	UNIFORMS	$899.81	UNIFORMS
	101-2110-44080	UNIFORMS	$(61.81)	UNIFORMS
B03AC878-0005				
	101-2110-44330	DUES & SUBSCRIP	$18.82	DUES & SUBSCRIPTIONS
5023016				
	101-2110-42100	OPERATING SUPPL	$19.99	OPERATING SUPPLIES
0251599-IN				
	101-2110-44330	DUES & SUBSCRIP	$100.00	DUES & SUBSCRIPTIONS
0020207				
	101-2200-42100	OPERATING SUPPL	$6.99	OPERATING SUPPLIES
38659				
	101-2110-42080	TRAINING AND INS	$1,200.00	TRAINING AND INSTRUCTION
4622651				
	101-2200-42100	OPERATING SUPPL	$33.26	OPERATING SUPPLIES
161152				
	101-2110-42100	OPERATING SUPPL	$91.94	OPERATING SUPPLIES
161135				
	101-2110-42100	OPERATING SUPPL	$91.94	OPERATING SUPPLIES
2877859				
	101-2110-42100	OPERATING SUPPL	$289.65	OPERATING SUPPLIES
6385017				
	101-2110-42000	SUPPLIES - OFFICE	$13.42	SUPPLIES - OFFICE/COPY/COMPUTR
5335				
	101-2110-43900	VEHICLE MAINTEN	$258.75	VEHICLE MAINTENANCE
394985				
	101-2110-42080	TRAINING AND INS	$257.50	TRAINING AND INSTRUCTION
4209867				
	101-2110-42100	OPERATING SUPPL	$11.99	OPERATING SUPPLIES
5376218				
	101-2110-42080	TRAINING AND INS	$71.24	TRAINING AND INSTRUCTION
149227				
	101-2110-42080	TRAINING AND INS	$350.00	TRAINING AND INSTRUCTION
8522667				
	101-2200-42000	SUPPLIES - OFFICE	$62.98	SUPPLIES - OFFICE/COPY/COMPUTR
00226985				
	101-2110-42100	OPERATING SUPPL	$62.60	OPERATING SUPPLIES
20250117				
	101-2110-42080	TRAINING AND INS	$75.00	TRAINING AND INSTRUCTION
00094				

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
	101-2110-44330	DUES & SUBSCRIP	$90.00	DUES & SUBSCRIPTIONS
8845038				
	101-2110-42100	OPERATING SUPPL	$27.00	OPERATING SUPPLIES
9470614				
	101-2110-42100	OPERATING SUPPL	$44.65	OPERATING SUPPLIES
MT1BH7HSGF				
	101-2110-42100	OPERATING SUPPL	$2.99	OPERATING SUPPLIES
9132269				
	401-2110-45000	CAPITAL OUTLAY	$556.32	CAPITAL OUTLAY
7326602				
	401-2110-45000	CAPITAL OUTLAY	$679.96	CAPITAL OUTLAY
2624233				
	101-2110-42100	OPERATING SUPPL	$19.95	OPERATING SUPPLIES
00673				
	101-2110-44330	DUES & SUBSCRIP	$35.00	DUES & SUBSCRIPTIONS
1269855				
	101-2110-44080	UNIFORMS	$109.53	UNIFORMS
9458660				
	101-2110-44080	UNIFORMS	$24.98	UNIFORMS
	101-2110-42100	OPERATING SUPPL	$25.99	OPERATING SUPPLIES
MACIA				
	101-2110-44330	DUES & SUBSCRIP	$72.00	DUES & SUBSCRIPTIONS
4638643				
	101-2110-42100	OPERATING SUPPL	$17.95	OPERATING SUPPLIES
6760258				
	101-2110-42100	OPERATING SUPPL	$9.99	OPERATING SUPPLIES
6394602				
	101-2110-42100	OPERATING SUPPL	$179.98	OPERATING SUPPLIES
0134618				
	101-2110-42100	OPERATING SUPPL	$50.28	OPERATING SUPPLIES
Total for VISA			$6,790.33	
57516	**02/18/2025**	**VISA**		
0848				
	101-5200-42100	OPERATING SUPPL	$76.19	OPERATING SUPPLIES
DOTTRN000010027				
	101-3100-42080	TRAINING AND IN	$204.30	TRAINING AND INSTRUCTION
Total for VISA			$280.49	
57517	**02/18/2025**	**VISA**		
154040100325046210				
	101-3100-44040	REPAIRS & MAINT.	$959.96	REPAIRS & MAINT. - EQUIPMENT
2882				
	101-5200-42400	SMALL TOOLS/MIN	$149.97	SMALL TOOLS/MINOR EQUIPMENT
T304720				
	101-3100-42120	MOTOR FUELS	$132.50	MOTOR FUELS
Total for VISA			$1,242.43	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	Amount	Comment
57518	**02/18/2025**	**VISA**		
01292025				
	101-1400-43220	POSTAGE	$11.20	POSTAGE
01062025				
	101-1400-43220	POSTAGE	$16.80	POSTAGE
O227706474				
	101-1400-43220	POSTAGE	$434.30	POSTAGE
Total for VISA			$462.30	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	mount	Comment
57519	**02/18/2025**	**VISA**		
2620205	101-2400-42000	SUPPLIES - OFFICE	$8.99	SUPPLIES - OFFICE/COPY/COMPUTR
6026612	101-3100-42400	SMALL TOOLS/MIN	$45.99	SMALL TOOLS/MINOR EQUIPMENT
6593820	101-1400-42000	SUPPLIES - OFFICE	$16.99	SUPPLIES - OFFICE/COPY/COMPUTR
3404240	401-2110-45000	CAPITAL OUTLAY	$370.88	CAPITAL OUTLAY
0469004	101-3100-42000	SUPPLIES - OFFICE	$25.44	SUPPLIES - OFFICE/COPY/COMPUTR
4045863	101-3100-42000	SUPPLIES - OFFICE	$45.49	SUPPLIES - OFFICE/COPY/COMPUTR
5330665	101-3100-42000	SUPPLIES - OFFICE	$119.99	SUPPLIES - OFFICE/COPY/COMPUTR
1069836	101-1400-42100	OPERATING SUPPL	$31.19	OPERATING SUPPLIES
5533818	101-1400-44010	REPAIRS & MAINT.	$116.99	REPAIRS & MAINT. - BUILDINGS
9082638	101-1400-42100	OPERATING SUPPL	$59.99	OPERATING SUPPLIES
5786608	101-1400-42100	OPERATING SUPPL	$89.99	OPERATING SUPPLIES
9207442	101-1400-42100	OPERATING SUPPL	$25.99	OPERATING SUPPLIES
0208235	101-1400-42000	SUPPLIES - OFFICE	$15.86	SUPPLIES - OFFICE/COPY/COMPUTR
4932245	101-1400-42100	OPERATING SUPPL	$129.95	OPERATING SUPPLIES
1517840	101-1400-42100	OPERATING SUPPL	$51.58	OPERATING SUPPLIES
0937836	101-1400-42100	OPERATING SUPPL	$90.25	OPERATING SUPPLIES
8969856	101-1400-42100	OPERATING SUPPL	$20.37	OPERATING SUPPLIES
3543441	101-1400-42100	OPERATING SUPPL	$99.99	OPERATING SUPPLIES
2636217	101-1400-42100	OPERATING SUPPL	$49.18	OPERATING SUPPLIES
88373	101-1400-42100	OPERATING SUPPL	$41.17	OPERATING SUPPLIES
INV289532632	101-1400-44330	DUES & SUBSCRIP	$15.99	DUES & SUBSCRIPTIONS
420247	101-1400-42080	TRAINING AND INS	$525.00	TRAINING AND INSTRUCTION
R88A17	101-1400-42080	TRAINING AND INS	$412.32	TRAINING AND INSTRUCTION
5076	280-1000-43000	PROFESSIONAL SE	$395.00	PROFESSIONAL SERVICE (GENERAL)
01242025	101-1400-44330	DUES & SUBSCRIP	$8.00	DUES & SUBSCRIPTIONS
R88A35	101-1400-42080	TRAINING AND INS	$412.32	TRAINING AND INSTRUCTION

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check # / Invoice #	Check Date / General Ledger #	Vendor Name	mount	Comment
	Total for VISA		$3,224.90	
57520	02/18/2025	WASTE MANAGEMENT CORP SERVICES		
0099079-4812-0				
	101-5500-43840	REFUSE	$22.34	LIBRARY 27-16928-33002
	101-5200-43840	REFUSE	$503.46	CITY MAINT 27-16916-73007
	101-3100-43840	REFUSE	$(40.53)	CITY HALL 27-16916-83005
	101-5200-43840	REFUSE	$149.86	CITY GARAGE 27-16920-33000
	Total for WASTE MANAGEMENT CORP !		$635.13	
57521	02/18/2025	WHITE BEAR LOCKSMITH		
35509				
	101-3100-42400	SMALL TOOLS/MIN	$108.00	SMALL TOOLS/MINOR EQUIPMENT
	601-9425-42400	SMALL TOOLS/MIN	$108.00	SMALL TOOLS/MINOR EQUIPMENT
	602-9425-42400	SMALL TOOLS/MIN	$108.00	SMALL TOOLS/MINOR EQUIPMENT
	101-5200-42400	SMALL TOOLS/MIN	$108.00	SMALL TOOLS/MINOR EQUIPMENT
	Total for WHITE BEAR LOCKSMITH		$432.00	
57522	02/18/2025	WSB		
12312024				
	408-3100-43030	ENGINEERING	$727.50	BRIDGE 13506 REPLACEMENT
	101-1400-43030	ENGINEERING	$1,801.25	2024 GENERAL ENGINEERING
	651-1000-43030	ENGINEERING	$285.00	2024 LGU SERVICES
	408-3100-43030	ENGINEERING	$1,490.00	2023 EAST VIKING BLVD IMPROVEMENT
	408-3100-43030	ENGINEERING	$1,946.50	2023 FALLBROOK AVE & 264TH ST IMPROVEMEN
	651-9425-43100	MS4 PERMIT - ENG	$9,889.50	MS4 PROGRAM
	800-0000-20568	MOXNESS SUMMEI	$433.00	MOXNESS SUMMER FIELDS 1ST ADDITION
	800-0000-20572	HEIMS LAKE VILLA	$1,288.25	HEIMS LAKE VILLA NORTH
	800-0000-20568	MOXNESS SUMMEI	$345.25	MOXNESS SUMMER FIELDS 2ND ADDITION
	800-0000-20586	HALLBERG BINGH/	$124.50	HALLBERG 273RD-FOREST BLVD PHASE 1
	408-9425-45350	IMPROVEMENTS	$1,777.50	TRUNK WATERMAIN IMPROVEMENTS
	800-0000-20597	FOURTEEN FOODS	$1,808.50	FOURTEEN FOODS/DQ ESCROW SITE PLAN
	800-0000-20815	DAHLQUIST KATIE	$1,614.25	DAHLQUIST KATIES GLEN ESCROW
	408-3100-43030	ENGINEERING	$7,440.00	2024 STREET IMPROVEMENT PROJECT
	404-5200-45450	IMPROVEMENTS R.	$776.25	RAILROAD PARK PH 2
	800-0000-20826	CLFLWD JENSEN	$249.00	CLFLWD JENSEN
	800-0000-20818	CIRCLE K ESCROW	$296.25	CIRCLE K ESCROW
	Total for WSB		$32,292.50	
57523	02/18/2025	WYOMING POST OFFICE		
02042025				
	601-9425-43220	POSTAGE	$4.95	POSTAGE
	602-9425-43220	POSTAGE	$4.95	POSTAGE
	Total for WYOMING POST OFFICE		$9.90	
57524	02/18/2025	XCEL ENERGY		
913343421				
	101-3100-43860	STREET LIGHTS	$6,897.17	STOP LIGHTS
914001661				
	101-3100-43800	UTILITIES-GAS/ELI	$45.33	TRAFFIC SIGNAL
	Total for XCEL ENERGY		$6,942.50	

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check #	Check Date	Vendor Name	
Invoice #			
	General Ledger #	Amount	Comment

City of Wyoming
Check Detail Register

02-18-2025 Payables

Check #	Check Date	Vendor Name	
Invoice #			
	General Ledger #	Amount	Comment

General Checking Account 10100
Total Amount Being Paid: $411,126.65
Total Number of Checks: 63

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad

CITY OF WYOMING
JOURNAL ENTRY
JE: 2004

Post Date: 01/31/2025
Entry Date: 02/06/2025
Description: FEBRUARY 2025 BOND PAYMENT ALLOCATION

Entered By: ssaxe
Journal: GJ

GL #	Description	DR	CR
900-0000-10100	Cash	1,523,170.63	
900-0000-10400	Investments		1,523,170.63
339-7000-46010	2016A Principal	115,000.00	
339-7000-46110	2016A Interest	2,991.25	
339-0000-10100	Cash		117,991.25
338-7000-46010	2015A Principal	360,000.00	
338-7000-46110	2015A Interest	10,950.00	
338-0000-10100	Cash		370,950.00
601-7000-46010	2015A Principal	47,701.00	
601-7000-46110	2015A Interest	1,452.11	
601-0000-10100	Cash		49,153.11
602-7000-46010	2015A Principal	122,299.00	
602-7000-46110	2015A Interest	3,722.90	
602-0000-10100	Cash		126,021.90
340-7000-46010	2018A Principal	90,000.00	
340-7000-46110	2018A Interest	16,496.88	
340-0000-10100	Cash		106,496.88
337-7000-46010	2009A BABs Principal	350,000.00	
337-7000-46110	2009A BABS Interest	9,625.00	
337-0000-10100	Cash		359,625.00
341-7000-46010	2020A Principal	215,000.00	
341-7000-46110	2020A Interest	28,750.00	
341-0000-10100	Cash		243,750.00
601-7000-46010	2015B Principal	125,000.00	
601-7000-46110	2015B Interest	24,182.50	
601-0000-10100	Cash		149,182.50
	Journal Total:	3,046,341.27	3,046,341.27

APPROVED BY: ______________________________

Request for Council Action

Date: February 6, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Grant MacFarlane, Assistant City Administrator
Department: Administration
Reference: WCAC Consumption & Display Permit

***Background Information*:**
The Wyoming Creative Arts Community (WCAC) is planning to hold monthly events in which they are requesting permission to serve alcoholic beverages. The WCAC is applying for a renewal of their current Consumption and Display (setup) Permit, which expires in March, to enable them to do so. This permit requires City Council approval. The League of Minnesota Cities describes the permit as follows:

This permit is issued by the State and approved by the City Council. A consumption-and-display (setup) permit from the state authorizes the establishment to allow the consumption and display of intoxicating liquor on the licensed premises. The permit does not authorize the sale of intoxicating liquor. These permits are not effective until approved by the City Council.

Recommendation:
To approve and forward to the State the renewal application from the Wyoming Creative Arts Community for a Consumption & Display Permit.

Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street 1600
St Paul , Minnesota 55101
651-201-7507
RENEWAL OF CONSUMPTION AND DISPLAY PERMIT
Permit Fee $250

Iden: 72282
License Code: CDPBL

Expires: **3/31/2025**

Wyoming Area Creative Arts Community
DBA: Hallberg Center for the Arts
5521 E Viking Blvd
Wyoming, MN 55092

IF NAME AND ADDRESS SHOWN ARE NOT CORRECT, MAKE CHANGES BELOW

Business Phone: 651-272-5122

N/A
Worker's Comp. Ins. Name   Policy No.   Policy Period

Wyoming, MN - Chisago County
City/County where permit approved

Wyoming Area Creative Arts Community
Licensee Name

5521 East Viking Blvd. Wyoming, MN 55092
Address, City, State, Zip

[redacted]   director@wyomingcreativearts.org
Business Phone   Email

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.
Applicant's signature on this renewal confirms the following:
Failure to report any of the following will result in fines.
1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Additional information to be provided as is necessary

- Indicate (on back of page) changes of corporate officers, partners, home addresses or telephone numbers:
- Report (on back of page) details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):
- Report(on back of page)any license rejections or revocations:
- City/County Comments:

1/15/2025
Licensee Signature   Date
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature   Date
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT AND RETURN WITH APPLICATION.

Amount Received

Engagement Agreement

GOVERNMENTAL AUDIT | YELLOW BOOK

Sent via electronic mail.

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Name	Address
City of Wyoming	26885 Forest Boulevard Wyoming, MN 55092
Contact Name	**Agreement Date**
Honorable Mayor and City Council and Robb Linwood	January 13, 2025
Contact Email	
RLinwood@wyomingmn.org	

SUMMARY OF ENGAGEMENT TERMS

Level of Service
Audit in accordance with *Government Auditing Standards* (Governmental Yellow Book)
Financial Statements
Governmental activities, business-type activities, each major fund and the aggregate remaining fund information
Financial Reporting Framework
Accounting principles generally accepted in the United States of America
Reporting Period
As of and for the year ended December 31, 2024
Required Supplementary Information

Management's Discussion and Analysis (MD&A), Schedule of Employer's and Non-employer's Propostionate Share of Net Pension Liability - Minnesota PERA Plans, Schedule of Employer Contributions - Minnesota PERA Plans, Schedule of Changes in the Fire Relief Association's Net Pension Liability and Related Ratios, and Schedule of Employer's Fire Relief Association Contributions.

Supplementary Information	
Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules	Opnion in relation to the financial statements as a whole
Introductory Section and Statistical Section of the Annual Comprehensive Financial Report	N/A

Engagement Partner
Nancy Schulzetenberg

Fees
We estimate that our fees for services will be $36,120 for the audit, $4,000 - $6,000, per program, for a single audit, if necessary and $6,000 for the Fire Relief Association audit, with the fees for the IRS form 990 billed separately. Additional assistance related to new GASB standards, if needed, will be negotiated and billed separately.

Nonattest Services Performed by BerganKDV
Preparation of the financial statements.

Nonattest Services Performed by Creative Planning*
Preparation of IRS Form 990

* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, the supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other supplementary information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the governmental entity and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements, that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

OTHER MANAGEMENT RESPONSIBILITIES

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

During our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

OTHER SERVICES

We will assist in preparing the financial statements and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms based on information provided by you. These nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, we will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter the nonattest services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

REPORTING

We will issue a written report upon completion of our audit of the governmental entity's financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the governmental entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

AUDIT DOCUMENTATION

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.creativeplanning.com/client-login/ or will be provided in alternate formats upon request.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:	Acknowledged and Accepted by:
Nancy Schulzetenberg	
Title:	**Title:**
Shareholder	

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the "**Professional Services Terms and Conditions**" or "**T&C**") are made part of the Engagement Letter (the "**Engagement Letter**") entered into by the individual or entity client identified therein (hereinafter "**Client**") and the BerganKDV identified therein (hereinafter "**Service Provider**") (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the "**Agreement**"). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

1. Definitions. In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

"**Affiliate**" or "**Affiliates**" means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

"**Client Materials**" means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client's Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

"**Confidential Information**" shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party's business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party's business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

"**Force Majeure Event**" means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

"**Intellectual Property Rights**" means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

"**Party**" and "**Parties**" means either or both of the Service Provider and the Client.

"**Report**" means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

"**Representatives**" means a Party's officers, directors, agents, advisors, employees and contractors.

"**Services**" means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

"**Service Provider Materials**" means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider's pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

"**Third-Party Software Provider**" means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

2. Services.

2.1. Services and Additional Services. The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services ("**Additional Services**") and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term "Services" in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client's responsibilities as set forth herein.

2.2. **Third-Party Software Providers.** Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client's Services, Client may need to agree to Third-Party Software Providers' terms and conditions or other contractual agreements in order to use Third-Party Software Providers' services.

2.3. **Quality Inputs.** Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

3. **Payment for Services.**

3.1. **Service Fees and Payment Terms.** Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client's receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

3.2. **Prepayments.** Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

3.3. **Interest on Past Due Amounts.** If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

3.4. **Certain Remedies for Nonpayment.** If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys' fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client's access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and agrees that Services Provider shall not be liable for any damages that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

3.5. Taxes. All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

4. Term of Agreement.

4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

4.2. Enforceability Post-Termination; Survival. Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

4.3. Procedures Upon Termination. Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

5.1. Confidentiality Obligations. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

5.2. Exceptions. The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates;

(2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives

compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

5.3. **HIPAA**. If applicable, notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

6. **Warranties.**

6.1. **Representations and Warranties.** Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

6.2. **All Obligations Set Forth in This Agreement; Limitation.** SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3. **OTHER WARRANTY DISCLAIMERS.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

7. **Limitation of Liability and Indemnification.**

7.1. **LIMITATION ON DAMAGES.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

7.2. **WAIVER OF CERTAIN DAMAGES.** UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

7.3. **MUTUAL INDEMNIFICATION.** Each Party ("**Indemnifying Party**") will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives ("**Indemnified Party**"), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other actual litigation related expenses) (collectively "**Losses**") incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party's representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party's gross negligence, willful misconduct, or breach of this Agreement.

8. Miscellaneous.

8.1. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

8.2. Notification. All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party's notice information by written notice to the other Party in the manner set forth above.

8.3. Force Majeure. Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client's sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

8.4. No Agency. Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

8.5. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

8.6. Waiver. No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

8.7. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider's office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

8.8. Alternative Dispute Resolution – Mediation & Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.9. Time Period for Claims. The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

8.10. **Attorneys' Fees.** The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

8.11. **Fees for Client Disputes with Third Parties.** Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

8.12. **Subpoenas and Legal Proceedings.** If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

8.13. **Reproductions of Materials.** Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

8.14. **Electronic Signatures; Electronic Disclosures.** The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

8.15. **Counterparts.** This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8.16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

8.17. **Severability.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

8.18. **Equitable Relief.** Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 **(Non-solicitation of Employees)** will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

RESOLUTION NO. 25-02-15

A RESOLUTION APPROVING BERGANKDV TO CONDUCT THE ANNUAL AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2024 IN THE AMOUNT OF $42,120.00

WHEREAS, the City of Wyoming annually enters into agreements for auditing services; and

WHEREAS, BerganKDV was selected by the City Council as part of a proposal for audit services for 2024, 2025, and 2026; and

WHEREAS, The City of Wyoming is required by State Statue to conduct an annual audit of city funds; and

WHEREAS, the City of Wyoming will need the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information audited.

NOW, THEREFORE, BE IT RESOLVED by the City Council hereby authorizes the City Administrator to contract with BerganKDV

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 18TH DAY OF FEBRUARY, 2025.

CITY OF WYOMING

By:____________________________
Lisa Iverson, Mayor

ATTEST:

____
Robb Linwood, City Administrator/Clerk

CITY OF WYOMING ESTABLISHED 1855 Minnesota

PUBLIC WORKS

Council Communication

Date: February 13, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Steve Reeves, Public Works Superintendent
Department: Public Works
Reference: 2025 Western Star 47X Upfitting
Method: Consent Agenda

Background Information:
The Wyoming City Council approved the purchase of Western Star 47X chassis and upfitting to be performed by Towmaster in Litchfield, MN. The truck is complete and has been upfitted with snow plowing and ice control equipment. The truck will plow snow and apply salt to city roadways as well as haul trailers and materials while also achieving the goals and tasks of the Wyoming Public Works Department.

Through the State Bid Process, Towmaster was selected to supply the 2025 Western Star 47X upfitting in the amount of $181,927.00.

Recommendation: To approve payment to Towmaster for the upfitting of asset #22902 2025 Western Star 47X chassis in the amount of $181,927.00

Respectfully Submitted,
Steve Reeves
Public Works Superintendent

RESOLUTION NO. 25-02-16

A RESOLUTION TO AUTHORIZE PAYMENT FOR THE UPFITTING OF A 2025 WESTERN STAR 47X CHASSIS BY TOWMASTER FOR THE WYOMING PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $181,927.00

WHEREAS, the City of Wyoming Public Works Department maintains a Capital Improvement Plan; and,

WHEREAS, the Capital Improvement Plan identified the Western Star 47X Plow as a purchase in 2025; and,

WHEREAS, the City Council approved the purchase of the Western Star 47X chassis and upfitting at their February 20, 2024 City Council meeting; and,

WHEREAS, Towmaster has completed the upfitting of the truck and are now requesting payment.

THEREFORE, BE IT RESOLVED, the City of Wyoming authorizes payment for the outfitting of the Western Star 47X chassis by Towmaster for the Wyoming Department of Public Works in the amount of $181,927.00.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 18TH DAY OF FEBRUARY, 2025.

CITY OF WYOMING

By:____________________________

Lisa Iverson, Mayor

ATTEST:

____

Robb Linwood, City Administrator/Clerk

Council Communication

Date: February 13, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Steve Reeves, Public Works Superintendent
Department: Public Works
Reference: 2025 Ford F-150 Pickup Truck Asset# 26930
Method: New Business

Background Information:
Through the 2025 CIP process, the Wyoming City Council approved the purchase of a Ford F-150 pickup truck. The budgeted amount is $60,000.00. Midway Ford Commercial Fleet and Government Sales in Roseville, MN has provided a quote of $45,983.16 through the state contract.

Additionally, Emergency Automotive Technologies of Oakdale, MN has provided a quote of $5,344.92 to upfit the vehicle with necessary equipment for a Public Works Supervisor including emergency lighting & a computer mount. This asset will be helpful in achieving the goals and tasks of the Wyoming Public Works Department. The truck will be utilized primarily by the Assistant Public Works Superintendent as well as the maintenance crew for attending trainings and conferences since it seats 4 people comfortably.

Recommendation: To approve the purchase of a 2025 Ford F-150 truck utilizing the state contract pricing for $45,983.16 from Midway Ford and upfitting of the truck for $5,344.92 from Emergency Automotive Technologies.

Respectfully Submitted,
Steve Reeves
Public Works Superintendent

RESOLUTION NO. 25-02-17

A RESOLUTION TO AUTHORIZE THE PURCHASE OF 2025 FORD F-150 FROM MIDWAY FORD AND UPFITTING FROM EMERGENCY AUTOMOBILE TECHNOLOGIES FOR THE WYOMING PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $51,328.08

WHEREAS, the City of Wyoming Public Works Department maintains a Capital Improvement Plan; and,

WHEREAS, the Capital Improvement Plan identified the purchase of a Ford F-150 for the 2025 year; and,

WHEREAS, the Ford F-150 was inclusionary in the budget approved by the Wyoming City Council at their December 3, 2024 City Council meeting; and,

WHEREAS, Midway Ford provided a quote for the vehicle at $45,983.16 through the state contract; and,

WHEREAS, Emergency Automobile Technologies has provided a quote of $5,344.92 to upfit the vehicle with necessary equipment.

THEREFORE, BE IT RESOLVED, the City of Wyoming authorizes purchase of the F-F150 from Midway Ford and upfitting from Emergency Automobile Technologies for the Wyoming Department of Public Works in the amount of $51,328.08.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 18TH DAY OF FEBRUARY, 2025.

CITY OF WYOMING

By:____________________________
Lisa Iverson, Mayor

ATTEST:

____
Robb Linwood, City Administrator/Clerk

Council Communication

Date: February 14, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Steve Reeves, Public Works Superintendent
Department: Public Works
Reference: 2025 John Deere Tractor & Flail Mowing equipment Asset# 23910
Method: New Business

Background Information:
Through the 2025 CIP process the Wyoming City Council approved the purchase of a tractor with flail mowing equipment. The budgeted amount is $110,000.00. Through the Sourcewell pricing Minnesota Equipment in Rogers, MN has provided a quote of $149,236.85 for a 2025 6120E John Deere tractor and Diamond mowing equipment. The 6120E tractor purchase price is $100,786.85 and the Diamond Mowing Equipment comes to $48,450.00. Additionally, we are trading in a 2002 John Deere 6420 tractor with flail mowing equipment for a value of $38,500.00. Bringing the total cost of this asset purchase to $110,736.85. This asset will be helpful for the maintenance crew in achieving the goals and tasks of the Wyoming Public Works Department. It will be utilized primarily to mow ditches and Right of Way resulting in safer intersections and a cleaner appearance throughout the city.

Recommendation: To approve the purchase of a 2025 6120E John Deere tractor and Diamond mowing equipment utilizing Sourcewell pricing for $110,736.85 from Minnesota Equipment.

Respectfully Submitted,
Steve Reeves
Public Works Superintendent

PUBLIC WORKS
Phone: 651-462-0580 • Fax: 651-462-0581
PO Box 188 • 26490 Faxton Avenue • Wyoming, MN 55092

RESOLUTION NO. 25-02-18

A RESOLUTION TO AUTHORIZE THE PURCHASE OF 2025 JOHN DEERE TRACTOR AND DIAMOND MOWING EQUIPMENT FROM MINNESOTA EQUIPMENT FOR THE WYOMING PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $110,736.85

WHEREAS, the City of Wyoming Public Works Department maintains a Capital Improvement Plan; and,

WHEREAS, the Capital Improvement Plan identified the purchase of a John Deere tractor for the 2025 year; and,

WHEREAS, the 2025 John Deere tractor was inclusionary in the budget approved by the Wyoming City Council at their December 3, 2024 City Council meeting; and,

WHEREAS, Minnesota Equipment provided a quote for the tractor and diamond mowing equipment at $110,736.85 through Sourcewell pricing; and,

THEREFORE, BE IT RESOLVED, the City of Wyoming authorizes purchase of the John Deere Tractor and Diamond mowing equipment from Minnesota Equipment for the Wyoming Department of Public Works in the amount of $110,736.85.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 18TH DAY OF FEBRUARY, 2025.

CITY OF WYOMING

By:____________________________
Lisa Iverson, Mayor

ATTEST:

____
Robb Linwood, City Administrator/Clerk

Request for Council Action

Date: February 14, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: 2024 Chisago County Hazard Mitigation Plan
Method: Consent Agenda

***Background Information*:**

Every five years, Chisago County must adopt an updated Hazard Mitigation Plan as part of its commitment to reducing the impact of natural hazards on people and property. As part of this process, the County requests information from all communities to ensure that the plan comprehensively addresses risks, vulnerabilities, and mitigation strategies.

The Chisago County 2024 Hazard Mitigation Plan has been completed and submitted to the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM), and subsequently forwarded to FEMA for final approval. The final step in this process requires each local entity in Chisago County, including the City of Wyoming, to adopt a resolution approving the plan.

The plan outlines a structured process, detailing the timeline, stakeholder engagement, and opportunities for public input. To improve future participation, all jurisdictions should fully engage in meetings, outreach, and surveys to ensure a more comprehensive approach. The risk assessment includes a thorough vulnerability assessment and asset inventory. Each mitigation action item is clearly connected to a goal and implementation plan.

The City of Wyoming must formally adopt the Chisago County 2024 Hazard Mitigation Plan through a resolution. This adoption ensures continued eligibility for federal and state hazard mitigation funding and demonstrates our commitment to reducing community risk.

Recommendation: To consider Resolution 24-02-19 a resolution adopting the Chisago County 2024 Hazard Mitigation Plan

U.S. Department of Homeland Security
Region 5
536 S Clark St
Chicago, IL 60605

FEMA

February 5, 2025

Ms. Kristen Dellwo
State Hazard Mitigation Officer
Homeland Security and Emergency Management
Minnesota Department of Public Safety
444 Cedar Street, Suite 223
Saint Paul, MN 55101

Dear Ms. Dellwo:

Thank you for submitting the Chisago County 2024 Hazard Mitigation Plan for our review. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Chisago County 2024 Hazard Mitigation Plan met the required criteria for a multi-jurisdiction hazard mitigation plan. Formal approval of this plan is contingent upon the adoption by the participating jurisdictions of this plan. Once FEMA Region 5 receives documentation of adoption from the participating jurisdictions, we will send a letter of official approval to your office.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

- Hazard Mitigation Grant Program (HMGP)
- HMGP Post-Fire
- Building Resilient Infrastructure and Communities
- Flood Mitigation Assistance

Please note that participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remainds current with respect to both the risk assessment (no recent hazard events, no changes in developtment) and their mitigation strategy (no changes necessary); or
- Make necessary updates before submitting the adoption resolution to FEMA.

We look forward to receiving the adoption resolution(s) and discussing options for implementing this mitigation plan. If there are any questions from either you or the communities, please contact Meg Burrows at (312) 408-5320 or meghan.burrows@fema.dhs.gov.

Sincerely,

John Wethington
Chief, Risk Analysis Branch
Mitigation Division

Enclosures: Plan Participants Status List and Local Plan Review Tool

Enclosure: Plan Participant Status List

Below is the list of the approvable pending adoption jurisdictions in the referenced hazard mitigation plan. Please submit an adoption resolution for each jurisdiction to be included as an approved participant of the plan.

	Community Name	Jurisdiction Status
1)	Center City city	APA
2)	Chisago City city	APA
3)	Chisago County	APA
4)	Harris city	APA
5)	Lindstrom city	APA
6)	North Branch city	APA
7)	Rush City city	APA
8)	Shafer city	APA
9)	Stacy city	APA
10)	Taylors Falls city	APA
11)	Wyoming city	APA

CITY OF WYOMING
CHISAGO COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 25-02-19

A RESOLUTION OF THE CITY OF WYOMING ADOPTING THE CHISAGO COUNTY 2024 HAZARD MITIGATION PLAN

WHEREAS the City Council of the City of Wyoming recognizes the threat that natural hazards pose to people and property within the City of Wyoming; and

WHEREAS the City of Wyoming has prepared a multi-hazard mitigation plan, hereby known as the Chisago County 2024 Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Chisago County 2024 Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Wyoming from the impacts of future hazards and disasters; and

WHEREAS adoption by the City of Wyoming demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Chisago County 2024 Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WYOMING, MINNESOTA, THAT:

Section 1. In accordance with applicable local rules for adopting resolutions, the City Council of the City of Wyoming adopts the Chisago County 2024 Hazard Mitigation Plan. While content related to the City of Wyoming may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Wyoming to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING ON THE 18TH DAY OF FEBRUARY, 2025.

CITY OF WYOMING

____
Lisa Iverson, Mayor

ATTEST:

____
Robb Linwood, City Administrator/Clerk

CITY OF WYOMING Minnesota

Request for Council Action

Date: February 14, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Stormwater Management 2025-01
Method: Consent Agenda

Background Information: The City of Wyoming recently underwent an audit of its Municipal Separate Storm Sewer System (MS4) program conducted by the Minnesota Pollution Control Agency (MPCA). The MPCA has now concluded the audit process has identified only two items in the city's program reflecting the City's overall strong compliance with MS4 regulations.

As part of the audit findings, only two items were identified, with only one requiring a corrective action:

- Scheduled maintenance of structural storm water Best Management Practices (BMPs) and outfalls
- A change in the City Code and Engineering Design Guidelines

The necessary corrective action pertains to a change in the City Code and Engineering Design Guidelines. These updates have already been reviewed and approved by our engineering team and align with MPCA requirements. The changes are minor and largely procedural, ensuring continued compliance with MS4 regulations.

The MPCA has given the City 60 days to approve and implement these updates. Given the minimal nature of the changes, consent approval is recommended. It is worth noting that the MPCA was highly impressed with Wyoming's MS4 program, recognizing the City as one of the top-performing municipalities in the state. While no city has ever achieved a perfect score in an audit, Wyoming was informally rated a 9 out of 10, which is a remarkable achievement. The MPCA commended the City for its diligent stormwater management efforts and overall program excellence.

City Staff is proposing an amendment to Chapter 39, Article 3 of the City Code to better align with the requirements of the MPCA MS4 Audit. The following changes have been made to Chapter 39, Article 3 to reflect engineering design guidelines in red.

Chapter 39, Article 1
Section 39-3, Purpose –

(1) No Changes
(2) No Changes
(3) This Ordinance is intended to meet the current construction site erosion and sediment control and post-construction stormwater management regulatory requirements for construction activity and small construction activity (NPDES Permit) as defined in 40 CFR pt. 122.26(b)(14)(x) and (b)(15), respectively. This ordinance is intended to meet the Minimal Impact Design Standards (MIDS) developed under Minnesota Statutes 2009, Section 115.03, subdivision 5c. Further, the design standards and requirements set forth in the City's Plan Requirements and Design Guidelines are adopted and incorporated into this article by reference as if fully set forth.

Recommendation: Approve Ordinance 2025-01 an ordinance amending the City of Wyoming Code of Ordinances, Chapter 39, Article 1, Sec 39-3 Purpose

Chapter 39. STORMWATER MANAGEMENT

ARTICLE I. ADMINISTRATION

Sec. 39 – 1. Reference.

This Ordinance shall be known, cited, and referred to as the City of Wyoming Stormwater Management Ordinance except as referred to herein, where it shall be known as "this Ordinance."

Sec. 39 – 2. Findings.

The City of Wyoming hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion and areas containing restrictive soils adversely affects the public health, safety and general welfare by impacting water quality and contributing to other environmental problems, creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the City of Wyoming to provide adequate water, sewage, flood control, and other community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in such areas and in areas which may be affected by unplanned land usage.

Sec. 39 – 3. Purpose.

(1) The general purpose of this Ordinance is to establish regulatory requirements for land development and land disturbing activities aimed at minimizing the threats to public health, safety, public, and private property and natural resources within the community resulting from construction site erosion and post-construction stormwater runoff.

(2) Statutory Authorization. This Ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes Chapters 103B and 462; Minnesota Rules, Parts 6120.2500-6120.3900, Minnesota Rules Chapters 8410, 8420 and 70510.0210.

(3) This Ordinance is intended to meet the current construction site erosion and sediment control and post-construction stormwater management regulatory requirements for construction activity and small construction activity (NPDES Permit) as defined in 40 CFR pt. 122.26(b)(14)(x) and (b)(15), respectively. This ordinance is intended to meet the Minimal Impact Design Standards (MIDS) developed under Minnesota Statutes 2009, Section 115.03, subdivision 5c. Further, the design standards and requirements set forth in the City's Plan Requirements and Design Guidelines are adopted and incorporated into this article by reference as if fully set forth.

Sec. 39 – 4. Applicability.

Every applicant for a building permit, subdivision approval, or a permit to allow land disturbing activities must submit a stormwater management plan to the City Zoning Administrator. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the Stormwater Pollution Prevention Plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this ordinance. The provisions of this ordinance apply to all land, public, or private, located within the City of Wyoming, Chisago County, Minnesota.

Sec. 39 – 5. Responsibility for Administration.

The City of Wyoming shall administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the City may be delegated in writing by the City Administrator to persons or entities acting in the beneficial interest of or in the employ of the city.

Sec. 39 – 6. Incorporation by Reference

The City of Wyoming *Water Resource Guidance Document*, dated September 2011, as it may be amended from time to time, is hereby incorporated into this ordinance as if fully set forth herein. The Document shall serve as the official guide for stormwater principles, methods, and practices for proposed development activities.

Sec. 39 – 7. Compatibility with Other Regulations.

This Ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this Ordinance 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.

Sec. 39 – 8. Exemptions.

(1) Any part of a subdivision if a plat for the subdivision has been approved by the City Council on or before the effective date of this ordinance;

(2) Any land disturbing activity for which plans have been approved by Comfort Lake Forest Lake Watershed District within six months prior to the effective date of this, ordinance;

(3) A lot for which a building permit has been approved on or before the effective date of this ordinance;

(4) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles; or

(5) Emergency work to protect life, limb, or property.

Sec. 39 – 9. Variance.

The City Council upon recommendation of the Planning Commission, may waive any requirement of this ordinance based upon the same criteria set forth in Section Wyoming City Code Sec. 40 – 120, and the waiver of such requirement will not adversely affect the standards and requirements set forth in Chapter 39. The City Council may require as a condition of the waiver, such dedication, or construction, or agreement to dedicate or construct as may be necessary to adequately meet said standards and requirements.

Sec. 39 – 10. Appeals

Any person aggrieved by the action of any official charged with the enforcement of this ordinance, as the result of the disapproval of a properly filed application for approval, issuance of a written notice of violation, or an alleged failure to properly enforce the ordinance in regard to a specific application, shall have the right to appeal the action to the City.

(1) The Applicant shall submit the appeal in writing and include supporting documentation.

(2) City staff shall make a decision on the appeal within 15 business days of receipt of a complete appeal application.

(3) The Applicant may appeal the decision of city staff to the city council. This appeal must be filed with the City within 30 days of City staff's decision.

Sec. 39 – 11. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance, which shall remain in full force and effect.

Secs. 39 – 12 – 39 – 19. Reserved.

ARTICLE II. ENFORCEMENT

Sec. 39 – 20. Violations.

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and shall be subject to a maximum fine or maximum period of imprisonment, or both, as specified by Minnesota Statutes Section 609.03. Each additional day that the property remains in violation of this Chapter shall constitute a separate violation of this Chapter and may be prosecuted accordingly.

Sec. 39 – 21. Notice of Violation.

When the City determines that an activity is not being carried out in accordance with the requirements of this ordinance, it shall issue a written notice of violation to the owner of the property. The notice of violation shall contain:

(1) The name and address of the owner or Applicant,

(2) The address when available or a description of the land upon which the violation is occurring,

(3) A statement specifying the nature of the violation,

(4) A description of the remedial measures necessary to bring the development activity into compliance with this ordinance and a time schedule for the completion of such remedial action,

(5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed, and

(6) A statement that the determination of violation may be appealed to the City by filing a written notice of appeal within fifteen (15) days of service of notice of violation.

Sec. 39 – 23. Stop Work Orders.

Persons receiving a notice of violation will be required to halt all construction activities. This Stop Work Order will be in effect until the City confirms that the Land Disturbance Activity is in compliance and the violation has been satisfactorily addressed. Failure to address a notice of violation in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this ordinance.

Sec. 39 – 24. Civil and Criminal Penalties.

In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this ordinance shall be guilty of a misdemeanor and subject to prosecution. Such person shall be guilty of a separate offense for each day during which the violation occurs or continues.

Sec. 39 – 25. Restoration of Lands.

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take action to require the restoration. Any violation of the provisions of this ordinance continuing for a period of more than 7 days shall be deemed to be a public nuisance endangering the public health and welfare.

Secs. 39 – 26 – 39 – 29. Reserved.

ARTICLE III. DEFINITION OF TERMS.

Sec. 39 – 30. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) **Applicant.** A property owner or agent of a property owner who has filed an application for a stormwater management approval.

(2) **Best Management Practices (BMPs).** 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 storm water, receiving waters, or storm water 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.

(3) **Channel.** A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

(4) **Contractor.** The party who signs the construction contract or development agreement with the city to construct a project. Where the construction project involves more than one contractor, the general contractor shall be the contractor that is responsible pursuant to the obligations set forth in this ordinance.

(5) **Construction Activity.** Activity subject to NPDES Construction Permits. These include 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.

(6) **Dewatering.** The removal of water for construction activity such as the removal of temporary sediment basin water or appropriated surface or groundwater to dry and/or solidify a construction site.

(7) **Erosion.** The wearing away of the ground surface as a result of the movement of wind, water, ice and/or land disturbance activities.

(8) **Erosion Prevention.** Measures employed to prevent erosion. Examples include, but are not limited to: soil stabilization practices, limited grading, mulch, temporary or permanent cover, and construction phasing.

(9) **Final Stabilization.**

(a) All soil disturbing activities at the site have been completed and a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed;

(b) For individual lots in residential construction by the contractor, the contractor must either: (A) complete final stabilization as specified above, or (B) establish temporary stabilization including perimeter controls for an individual lot prior to occupation of the structure. If the contractor chooses (B), it must inform the owner in writing of the need for, and benefits of, final stabilization;

(c) For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land) final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters and drainage systems and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization criteria in subparts (a) or (b) above;

(d) The contractor must clean out all sediment from conveyances and from temporary sedimentation basins that are to be used as permanent water quality management basins. Sediment must be stabilized to prevent it from washing back into the basin, conveyances or drainage ways discharging off-site or to surface waters. The cleanout of permanent basins must be sufficient to return the basin to design capacity. All drainage ditches constructed to drain water from the site after construction is complete must be stabilized to preclude erosion; and

(e) All temporary synthetic and structural erosion prevention and sediment control. BMPs (such as silt fence) must be removed as part of the final stabilization on the site.

(10) **Hazardous Materials.** 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.

(11) **Illegal Discharge.** Any direct or indirect non-stormwater discharge to the storm drain system.

(12) **Illicit Connections.** Are defined as either of the following:

(a) 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 sewage, process wastewater, wash water 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 an City; or

(b) 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.

(13) **Impervious Surface.** 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 development. Examples include rooftops, sidewalks, patios, parking lots, storage areas and concrete, asphalt, or gravel driveways or roads.

(14) **Industrial Activity.** Activities subject to NPDES Industrial Stormwater Permits as defined in 40 CFR, Section 122.26 (b) (14).

(15) **Land Disturbance Activity.** Any activity that changes the volume or peak discharge rate of stormwater runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity that bares soil or rock or involves the diversion or piping of any natural or fabricated watercourse.

(16) **Land Disturbing Activity.** Any land change that may result in soil erosion from water or wind and the movement of sediments into or upon waters or lands within the city's jurisdiction, including, but not limited to, clearing, grubbing, grading, excavating, transporting and filling.

(17) **Maintenance Agreement.** A document recorded against the property which provides for long-term maintenance of stormwater treatment practices.

(18) **Major Expansion Project.** Any construction, alteration, or improvement which disturbs one acre or more in area or which increases the Impervious Area by one-half acre or more and where the existing land use is commercial, industrial, institutional, or multi-family residential. For the purposes of this section, the area of disturbance when repaving or reclaiming an existing paved surface shall only include those areas where soil beneath the existing gravel base is disturbed

(19) **Major Single-family Residential Project:**

(a) Any subdivision, as defined by law, which result in one or two additional single-family detached lots; or

(b) Any construction, alteration, or improvement which: 1) disturbs one acre or more in area and increases Impervious Area by more than 1,000 square feet; or 2) increases Impervious Area by more than 5,000 square feet.

(20) **Minor Expansion Project.** Any construction, alteration, or improvement which increases the Impervious Area by more than 5,000 square feet and less than one-half acre where the existing land use is commercial, industrial, institutional, or multi-family residential.

(21) **Municipal Separate Storm Sewer System (MS4).** The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned and operated by the City of Wyoming and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.

(22) **National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit.** A permit issued by Minnesota Pollution Control Agency that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

(23) **New Development:**

(a) Any subdivision, as defined by law. For the purposes of this Chapter, a subdivision creating less than three new single-family detached lots shall not be considered New Development, but should instead be considered a Major Single-family Residential Project.

(b) Construction of a principal structure on an existing vacant lot. For the purposes of this Chapter, construction of a detached single-family home shall not be considered New Development.

(c) Redevelopment of a property which results in the removal of more than 50 percent of the market value of the principal structure and such removal is followed by reconstruction. For the purposes of this Chapter, redevelopment of a single-family detached home shall not be considered New Development.

(24) **Nonpoint Source Pollution.** Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

(25) **Non-Stormwater Discharge.** Any discharge to the storm drain system that is not composed entirely of stormwater.

(26) **NOT.** Notice of Termination for NPDES coverage.

(27) **Off-Site Facility.** A stormwater management measure located outside the subject property boundary described in the permit application for land development activity.

(28) **Owner.** The person or entity with a legal or equitable interest in the land on which the construction activities will occur.

(29) **Permanent Cover.** Shall mean **Final Stabilization** (70 percent perennial vegetation established)

(30) **Person.** Any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting either as the owner or as the owner's agent.

(31) **Pollutant.** Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

(32) **Premises.** Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

(33) **Responsible Party.** The entity which will be responsible for ownership and maintenance of Stormwater Treatment Practices.

(34) **Sediment.** The product of an erosion process; solid material both mineral and organic, that is in suspension, is being transported, or has been moved by water, air or ice, and has come to rest on the earth's surface either above or below water level.

(35) **Sediment Control.** Methods employed to prevent Sediment from leaving the site. Sediment Control practices include but are not limited to 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.

(36) **Site:**

(a) For New Development any tract, lot or parcel of land or combination of tracts, lots, or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where development is to be performed as part of a unit, subdivision, or project.

(b) For a Major Expansion Project, Minor Expansion Project or Major Single-family Residential Project the area of new construction, as shown on an approved site plan, or the original parcel. Final determination of the applicable area for stormwater management shall be made by the City

(37) **Stabilized.** The exposed ground surface after it has been covered by appropriate materials such as straw mulch, hydraulic mulch matrix, staked sod, riprap, wood fiber blankets, or other material that prevents erosion from occurring. Grass seeding is not considered stabilization.

(38) **Stop Work Order.** An order which requires that all construction activity on a Site be stopped.

(39) **Storm Drainage System.** Publicly owned facilities by which stormwater is collected and/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.

(40) **Stormwater Management.** The use of structural or non-structural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, and/or peak discharge rates.

(41) **Stormwater Management Plan.** A set of drawings or other documents submitted by a person as a prerequisite to obtaining a stormwater management approval, which contains all of the required information and specifications pertaining to Stormwater Management.

(42) **Stormwater Pollution Prevention Plan (SWPPP).** A plan for stormwater discharge that includes erosion prevention measures and sediment controls that, when implemented, will minimize soil erosion on a parcel of land, and minimize off-site nonpoint pollution to the maximum extent practicable.

(43) **Stormwater.** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

(44) **Stormwater Runoff.** The flow on the surface of the ground, resulting from precipitation.

(45) **Stormwater Treatment Practices (STPs).** Measures, either structural or nonstructural, that are determined to be the most effective and practical means of preventing or reducing point source or nonpoint-source pollution inputs to stormwater runoff and waterbodies.

(46) **Surface Water or Waters.** All streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, wells, reservoirs, aquifers, irrigation systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private.

(47) **Temporary Erosion Protection.** Short-term methods employed to prevent erosion. Examples of these methods include: straw, wood fiber blanket, wood chips, and erosion netting.

(48) **Wastewater.** Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

(49) **Watercourse.** A natural or fabricated ditch, stream, creek, or other defined channel intended for the conveyance of water, runoff, groundwater discharge, or similar hydraulic or hydrologic purpose.

(50) **Water Quality Volume (WQv).** The runoff storage volume needed to treat the specified phosphorus loading as determined in the City of Wyoming *Water Resource Guidance Document*.

(51) **Watershed.** The total drainage area contributing runoff to a single point.

Secs. 39 – 31 – 39 – 39. Reserved.

ARTICLE IV. CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

Sec. 39 – 40. Purpose.

The purpose of this Article is to promote, preserve, and enhance the natural resources within the City of Wyoming by regulating Land Disturbing or development activities that would have an adverse and potentially irreversible impact on water quality and unique and fragile environmentally sensitive land. This ordinance sets forth the following standards and procedures in order to control land disturbances and/or development activities that may impact water quality and/or impact environmentally sensitive land.

Sec. 39 – 41. Applicability.

Every individual or entity applying for a permit to allow Land Disturbing Activities of one acre or greater, including activities on land that is part of a common plan for development that collectively will disturb land one acre or greater must submit a Storm Water Pollution Prevention Plan to the city engineer. No building permit, subdivision approval or development permit to allow Land Disturbing Activities shall be issued by the city until approval of the Storm Water Pollution Prevention Plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this ordinance. Any Land Disturbing Activity that is less than one acre that is issued by the city must adhere to Sec. 39-45 and Sec. 39-47 of this ordinance, with the exception of the inspection and record keeping requirements of these Sections.

Sec. 39 – 42. Exemptions.

The following activities are exempt from the Storm Water Pollution Prevention Plan requirement of this ordinance:

(1) Any part of property located in a subdivision if the preliminary plat for the subdivision has been approved by the city council on or before the effective date of this ordinance;

(2) Property for which a building permit has been approved by the city on or before the effective date of this ordinance;

(3) Installation of fence, sign, telephone, cable television, electric and other kinds of posts or poles, or utility lines or service connections to these utilities which result in creating under one acre of exposed soil;

(4) Emergencies posing an immediate danger to life or property, or substantial flood or fire hazards;

(5) Routine agricultural crop management practices;

(6) Digging and filling of graves at a cemetery; or

(7) Refuse disposal sites controlled by other governmental regulations.

Sec. 39 – 43. Storm Water Pollution Prevention Plan and Erosion and Sediment Control Submittal Procedures.

(1) Submittal. Every individual or entity that has applied for a NPDES permit pursuant to this ordinance shall submit a Storm Water Pollution Prevention Plan for sites disturbing one acre or greater or an Erosion and Sediment Control Plan for land disturbances less than one acre to the City's Zoning Administrator in accordance with the requirements and approval standards set forth in Sec. 39-44 and Sec. 39-45 of this ordinance. Sites disturbing greater than 5,000 square feet and less than 1 acre will need to submit an erosion and sediment control plan to the City's Zoning Administrator for approval. No building permit, subdivision approval or permit to allow Land Disturbing Activities shall be issued until the city engineer approves this Plan. If it chooses, the applicant may have the Storm Water Pollution Prevention Plan reviewed by the appropriate departments of the city prior to submitting the Plan.

(2) Financial Security and Fees. All Storm Water Pollution Prevention Plan submittals shall be accompanied by a letter of credit, or cash equal to the required escrow amount and a separate check for the application fee specified in the City Fee Schedule.

Sec. 39 – 44. Storm Water Pollution Prevention Plan Requirements.

At a minimum, the Storm Water Pollution Prevention Plan shall contain the following information:

(1) The name and address of the applicant, a legal description of the site, north point, date and scale of drawing and number of sheets;

(2) An existing site map: a map of existing site conditions showing the site and immediately adjacent areas, which shall include the following information;

(a) Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions and districts or other landmarks;

(b) Existing topography with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two feet;

(c) A delineation of all Surface Waters located on and immediately adjacent to the site, including depth of water, a description of all vegetation which may be found in the water, a statement of general water quality and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, and/or the United States Army Corps of Engineers;

(d) The location and dimensions of existing Storm Water drainage systems and natural drainage patterns on and immediately adjacent to the site delineating the direction and the rate the Storm Water is conveyed from the site, identifying the receiving stream, river, public water, or wetland and setting forth those areas of the unaltered site where Storm Water collects;

(e) A description of the soils of the site, including a map indicating soil types of areas to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and for the type of sewage disposal proposed which describes any remedial steps to be taken by the applicant to render the soils suitable;

(f) The location and type of vegetative cover on the site and clearly delineating any vegetation proposed for removal; and

(g) 100-year floodplain, flood fringes and floodways boundaries.

(3) A site construction plan which shall include the following information:

(a) Locations and dimensions of all proposed Land Disturbing Activities and any phasing of those activities;

(b) Locations and dimensions of all temporary soil or dirt stockpiles;

(c) Locations and dimensions of all Erosion Prevention measures and Best Management Practices necessary to meet the requirements of this ordinance;

(d) Schedule of anticipated start and completion dates of each Land Disturbing Activity including the dates of installation of Erosion Prevention measures for each phase needed to meet the requirements of this ordinance; and

(e) Provisions for maintenance of the Erosion Prevention measures prior to Final Stabilization.

(4) A plan of final site conditions, which shall include the following information:

(a) Finished grading shown at contours at the same interval as provided on the existing site map to clearly indicate the relationship of proposed changes to the site's existing topography and remaining features;

(b) A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials that will be added to the site;

(c) A drainage plan of the developed site delineating in which direction and the rate Storm Water will be conveyed from the site and setting forth the areas of the site where Storm Water will be allowed to collect;

(d) The proposed size, alignments and intended use of any structures to be erected on the site;

(e) A clear delineation and tabulation of all Impervious Surfaces to be installed on the site, including a description of the surfacing material to be used;

(f) Any other information pertinent to the particular project which in the opinion of the applicant is necessary for the review of the project; and

(g) A copy of the applicant's Minnesota Pollution Control Agency's Permit for discharging Storm Water from construction activity (MN R100001).

Sec. 39 – 45. Storm Water Pollution Prevention Plan Approval and Performance Standards.

No Storm Water Pollution Prevention Plan that fails to meet the standards set forth in this ordinance shall be approved by the city. All of the following requirements shall be adhered to during the construction on the site.

(1) Site Dewatering and Basin Draining: Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydrocyclones, swirl concentrators, or other appropriate controls as appropriate. Water shall not be discharged in a manner that causes Erosion, scour, sedimentation, or flooding of the site, receiving channels or wetlands.

(2) Construction Site Waste:

(a) Solid waste: All waste and unused building materials (including, but not limited to, collected Sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, demolition debris) must be disposed of properly and shall comply with disposal requirements as set forth by the Minnesota Pollution Control Agency.

(b) Hazardous/toxic materials: Oil, gasoline, paint, and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharges. Access to storage areas for these materials must be restricted in order to prevent vandalism. All storage and disposal of hazardous or toxic materials must be in compliance with requirements set forth by the Minnesota Pollution Control Agency.

(c) Liquid waste: All other non-Storm Water discharges (including, but not limited to, concrete truck washout, vehicle washing or maintenance spills) conducted during the construction activity shall not be discharged to any Surface Waters.

(d) External washing of any equipment shall be limited to a defined area of the site. All runoff must be contained. Waste must be disposed of properly. No engine degreasing shall be allowed on the site.

(e) All liquid and solid waste generated by any concrete washout operations on the site must be contained in a leak proof facility or impermeable liner. Concrete waste must not come into contact with the ground. No runoff from concrete washout operations or areas is permitted. Concrete waste must be disposed of properly and in compliance with applicable Minnesota Pollution Control regulations.

(3) Tracking: All roads, access drives and parking areas must utilize a temporary tracking pad and must be of sufficient width and length to prevent Sediment from being tracked onto public or private roadways and/or the Storm Water conveyance system. Temporary tracking pads must be installed and maintained in all locations on the site where vehicles enter and exit.

(4) Storm Drain Inlet Protection: All storm drain inlets must be protected by appropriate Best Management Practices during construction until all sources with potential for discharging to the inlet have been Stabilized.

(5) Site Erosion Control: The following criteria shall apply only to construction activities that result in runoff leaving the site: (a)

Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as follows: sheet flow runoff from adjacent areas greater than 10,000 square feet in area shall also be diverted around disturbed areas, unless shown to have resulted runoff rates of less than 0.5 feet per second across the disturbed area for a one hundred year storm event. Diverted runoff shall be conveyed in a manner that will not cause Erosion, scour, Sedimentation or flooding of the conveyance and receiving waters;

(b) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time;

(c) Runoff from the entire disturbed area on the site shall be controlled by meeting subsections 1 through 6 of this subpart:

1. All exposed soil areas must have Temporary Erosion Protection or Permanent Cover for the exposed soil areas for the entire year as soon as possible, but in no case any later than 14 days after construction activity on that portion of the site has temporarily or permanently ceased;
2. The normal wetted perimeter of a temporary or permanent drainage ditch that drains water for the project site or diverts water around the project must be Stabilized. Stabilization must occur within 24 hours of connecting to a surface water;
3. Pipe outlets must have temporary or permanent energy dissipation within 24 hours of connection to a surface water;
4. When possible, all slopes must be graded in such a fashion that any tracking marks made from heavy equipment are perpendicular to the slope; and
5. Land Disturbance Activities that are one acre or greater that drain to a discharge point within the distance of a Special or Impaired Water as specified in the current version of the Minnesota Pollution Control Agency Construction Site General Permit must be Stabilized as soon as possible, but in no case later than seven days after construction activity in that portion of the site has temporarily or permanently ceased.
6. Land Disturbance Activities that are less than one acre that drain to a discharge point within 1000 feet of a Special or Impaired Water must be Stabilized as soon as possible, but in no case later than seven days after construction activity in that portion of the site has temporarily or permanently ceased.

(6) Site Sediment Control: The following criteria shall apply only to construction activities that result in runoff leaving the site:

(a) Silt fences or equivalent control measures shall be placed on the downslope sides of the site and installed along the contour. If a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce the amount of Sediment reaching the channel. The use of silt fences or equivalent control measures must be properly maintained during construction activities.

(b) For sites that have more than 10 acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sedimentation basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent of the area draining to the basin, be at least three feet deep and be constructed in accordance with accepted design specifications. Sediment shall be removed on a regular basis in order to maintain a minimum depth of three feet. The basin discharge rate shall also be sufficiently low as to not cause Erosion, scour, sedimentation or flooding of the discharge channel or receiving water.

(c) Any soil or dirt storage piles containing more than 10 cubic yards of material should not be located with a downslope drainage length of less than 25 feet from the toe of the storage pile to a roadway or drainage channel. If remaining for more than 14 days, it shall be Stabilized. Erosion from piles which will be in existence for less than 14 days shall be controlled by placing straw bales or silt fence barriers around the pile. In street utility repair or construction soil or dirt storage piles located closer than 25 feet of a roadway or drainage channel must be covered with tarps or suitable alternative controls. All downstream storm drain inlets must be protected with an appropriate inlet protection device.

(7) Site Restoration: All areas on the site that are disturbed during construction must be restored. The types of permanent restoration being used on the site shall be clearly shown on the plans including, but not limited to, sod, seed, impervious cover, and structures. In areas where vegetation is to be established, at least six inches of topsoil must be used. In areas where vegetation will be maintained, the city encourages the use of a combination of topsoil and compost equivalent to six inches of topsoil. Areas in which the topsoil or topsoil/compost mixture has been placed and finish-graded or areas

that have been disturbed and other grading or site building construction operations are not actively underway must be temporarily or permanently restored as set forth in the following requirements:

(a) Areas that have a slope of less than 3:1 must be seeded and mulched within 14 days of the area not being actively worked or 7 days for sites that have impaired waterbodies that are within one mile and down gradient and drain to waterbody.

(b) Areas that have a slope greater or equal to 3:1 must be seeded and Erosion control blankets must be placed in accordance with city engineering standard detail WY-EC-4 within 14 days of the area not being actively worked or 7 days for sites that have impaired waterbodies that are within one mile and down gradient and drain to waterbody.

(c) All seeded areas must either be mulched and disc anchored, hydromulched, or covered by Erosion control blankets to reduce Erosion and protect the seed. Temporary or permanent mulch must be disc anchored and applied at a uniform rate of two tons per acre with at least 90 percent coverage.

(8) Special and Impaired Waters:

(a) Additional BMPs together with enhanced runoff controls are required for discharge from a site to Special and Impaired Water as defined by Appendix A of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity, parts A, B and section 1 of part C.

(b) For areas of the site that drain to a discharge point that is within the distance as specified in the current version of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity and drains to a Special or Impaired Water and the Land Disturbance Activity is one acre or greater in size, the BMPs identified in Appendix A, part C of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity are required. Land Disturbance Activities that are less than one acre in size must comply with this requirement only if they are draining to a Special or Impaired Water and are within 1000 feet of that body of water.

Sec. 39 – 46. Storm Water Pollution Prevention Plan Review Procedures.

(1) Process: Storm Water Pollution Prevention Plans meeting the requirements of this ordinance must be approved by the city engineer or their designated representative in accordance with the standards of this ordinance.

(2) Duration: Storm Water Pollution Prevention Plan approval shall expire one year from the date of the city engineer's approval of the Plan unless construction has commenced. However, if prior to the date of expiration of the approval, the applicant makes a written request to the city engineer for an extension of time to commence construction setting forth the reasons for the requested extension, the city engineer may grant one extension that shall not exceed one year. Receipt of any applicant's request for an extension shall be acknowledged in writing by the city engineer within 15 days of receipt. The city engineer shall make a decision on the extension request within 45 days of receipt.

(3) Condition: A Storm Water Pollution Prevention Plan may be approved subject to compliance with conditions imposed by the city that are reasonable and necessary to ensure that the requirements of this ordinance are met. Conditions that may be imposed include, but are not limited to: limiting the size, kind or character of the proposed improvements; requiring the construction of structures, drainage facilities, storage basins and other facilities; requiring replacement of vegetation; establishment of monitoring procedures; staging the work over a period of extended time; requiring alteration of the site's design to insure buffering; or requiring conveyance of necessary lands or easements to the city or other public entity.

Sec. 39 – 47. Inspection and Maintenance Requirements.

(1) The applicant shall be responsible at all times for the maintenance and proper operation of all Erosion Prevention and Sediment Control measures. The applicant shall also inspect, maintain and repair all disturbed surfaces, Erosion Prevention measures, Sediment Control measures and soil stabilization measures on the site at least once each day that any work is performed on the site. If no work is performed on the site on a daily basis, the inspection, maintenance and repair by the applicant shall continue at least once every seven days, until the Land Disturbing Activity has ceased. Thereafter, the applicant shall continue perform these responsibilities at least once every seven days until Stabilization. The applicant shall maintain a record of all of its activities required by this subpart for inspection by the city upon request.

(2) The applicant must inspect the construction project within 24 hours of a rainfall event of one-half inch or greater in a 24 hour period.

(3) All inspections and maintenance activities conducted on the site during construction must be recorded in writing and must be retained with the Storm Water Pollution Prevention Plan. Records of each inspection and maintenance activity shall include the following information:

(a) Date and time of inspection;

(b) Name(s) of persons conducting the inspection;

(c) Findings of inspections, including recommendations for corrective actions;

(d) Corrective actions taken, including the dates, times and the name of the party completing the corrective action;

(e) Date and the amount of rainfall events that are greater than one-half inch in a 24 hour period; and

(f) Documentation of any changes made to the Storm Water Pollution Prevention Plan.

(4) If upon inspection of the site, the city finds that any private storm water 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 storm water facilities; the applicant shall be sent a written notice that includes the city's findings, what actions are required to correct the situation, and a date or dates by which such actions must be completed. The applicant shall have a maximum of seven days from the date of the notice to reply to the city in writing indicating their response to the notice. 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 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 escrow amount. If the escrow amount 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 storm water facilities that were maintained, repaired or replaced by the city. This amount may be certified by the city to the County Auditor of Chisago County, Minnesota and shall be collected in the same manner as the collection of real estate taxes.

(5) All Erosion and Sediment BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with a functional BMP. The applicant shall investigate and comply with the following BMP inspection and maintenance requirements:

(a) All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the Sediment reaches one third of the height of the fence. Repairs shall be made within 24 hours of discovery or as soon as field conditions allow access.

(b) Temporary and permanent sedimentation basins must be drained and the Sediment must be removed when the depth of the Sediment collected in the basin reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of discovery or as soon as field conditions allow access.

(c) Surface water, including drainage ditches and conveyance systems, must be inspected for evidence of Sediment being deposited by Erosion. The applicant shall remove all deltas and Sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems and must restabilize the areas where Sediment removal results in exposed soil. The removal and stabilization must take place within seven days of discovery unless precluded by legal, regulatory, or physical access constraints. In the event of an access constraint, the applicant shall use all reasonable efforts to obtain access. If access is precluded, removal and stabilization must take place within seven calendar days of obtaining access. The applicant is responsible for contacting all local, regional, state, and federal authorities and obtaining any required permits prior to conducting any work.

(d) Construction site vehicle exit locations must be inspected for evidence of off-site Sediment tracking onto paved surfaces. Tracked Sediment must be removed from all off-site paved surfaces within 24 hours of discovery, or if possible, a shorter amount of time.

(e) The applicant is responsible for the operation and maintenance of temporary and permanent water quality management BMPs, as well as Erosion Prevention and Sediment Control BMPs for the duration of the construction work on the site. The applicant remains responsible until another party has assumed control over all areas of the site that have not been finally Stabilized or the site has undergone Final Stabilization and a NOT has been submitted to the Minnesota Pollution Control Agency.

(f) If Sediment escapes the construction site, off-site accumulations of Sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.

(6) All infiltration areas must be inspected to ensure that no Sediment from ongoing construction activities is reaching the infiltration area and these areas are protected from compaction caused by construction equipment driving across the infiltration area.

(7) The applicant must ensure Final Stabilization of the project. The applicant must submit a NOT within 30 days of Final Stabilization being achieved, or another party assuming control on all areas of the project that have not achieved Final Stabilization.

Sec. 39 – 48. Notification.

The applicant shall notify the City at the following points during construction:

(1) Upon completion of the installation of perimeter Erosion and sedimentation controls;

(2) Upon completion of Land Disturbing Activities but before putting into place measures for final soil stabilization and Permanent Cover;

(3) When the site has been permanently Stabilized and Permanent Cover has been established; and

(4) When all Temporary Erosion Protection and Sediment Controls have been removed from the site.

Sec. 39 – 49. Noncompliance and Enforcement Procedures.

(1) Notice of Noncompliance. In the event that any work on the site does not conform to the approved Storm Water Pollution Prevention Plan or any of the requirements listed in the provisions of this ordinance, the city engineer or their 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 the corrective work begin immediately.

(2) 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 their designee may issue an order for the city to stop all inspections required for land use or building permit approvals until all corrective actions identified in the notice of noncompliance are completed. The applicant shall notify the city engineer or their designee upon completion of the corrective action. Once the city engineer has verified that corrective action has been taken, they shall inform the city and the city shall resume inspections on the site no later than the following business day.

(3) Action Against the Financial Securities.
If the corrective action identified in the notice of noncompliance are not completed within the time specified in the notice, the city may 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 in order to reimburse the city for its costs incurred in the process of corrective work including, but not limited to, staff time and attorneys' fees.

(a) The applicant ceases Land Disturbing Activities and/or filling and abandons the site prior to completion of the city-approved grading plan;

(b) The applicant fails to conform to the city-approved grading plan and/or the Storm Water Pollution Prevention Plan, or related supplementary instructions issued by the city;

(c) The techniques utilized under the Storm Water Pollution Prevention Plan fail within one year of installation; or

(d) Emergency action is required pursuant to subpart (4) listed below.

(4) Emergency Action. If circumstances exist such that noncompliance with this ordinance poses an immediate danger to the public health, safety or welfare, as determined by the city, 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.

(5) Nothing contained herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation of this section, including, but not limited to, seeking a civil injunction or a restraining order.

Sec. 39 – 50. Right of Entry.

Right of Entry and Inspection: The applicant shall allow the city and its authorized representatives, upon presentation of credentials to:

(1) Enter upon the site for the purpose of obtaining information, examination of records, conducting surveys or investigations;

(2) Bring such equipment upon the site as is necessary to obtain information, conduct surveys or investigations;

(3) Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept pursuant to this ordinance;

(4) Inspect the Erosion control and Sediment Control measures required by the City or the Storm Water Pollution Prevention Plan; and

(5) Sample and monitor any items or activities pertaining to 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.

Secs. 39 – 51 – 39 – 59. Reserved.

ARTICLE V. STORMWATER MANAGEMENT

Sec. 39 – 60. Purpose

Land development projects, and associated increases in impervious cover, alter the hydrologic response of local watersheds. Increases in stormwater runoff rates and volumes, flooding, erosion, sediment transport and deposition, and water-borne pollutants can be controlled and minimized through the regulation of stormwater runoff. The purpose of this Article is to protect and safeguard the health, safety, and welfare of the public by regulating stormwater runoff in order to protect local water resources from degradation. This Article seeks to meet this purpose through the following objectives:

(1) Minimize increases in stormwater runoff rates from any development in order to reduce flooding, siltation and erosion and in order 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, and

(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 Local Surface Water Management Plan.

Sec. 39 – 61. Applicability.

(1) This Article shall apply to the following circumstances:

(a) New Development, as defined herein;

(b) Major Expansion Projects, as defined herein;

(c) Minor Expansion Projects, as defined herein; and

(d) Major Single-family Residential Projects, as defined herein.

(2) The following activities shall be exempt from the stormwater performance criteria of this ordinance:

(a) Agricultural activity.

(b) Repairs to any Stormwater Treatment Practice deemed necessary by the City.

(c) Emergency actions as declared by the City.

(d) Land Disturbance Activities which do not meet the thresholds described for New Development, Major or Minor Expansion Projects, or Major Single-family Residential Projects as described herein.

Sec. 39 – 62. Performance Criteria for Stormwater Management.

Unless determined by the City to be exempt or granted a waiver, all site designs shall establish Stormwater Management Practices to control the peak flow rates and pollutants of stormwater discharge associated with specified design storms and runoff volumes, as detailed in the City of Wyoming *Water Resource Guidance Document*.

(1) New Development: Rate Control, Volume Control, and Water Quality standards shall apply to all New Development. The City Council may waive strict adherence with Rate Control, Volume Control, and Water Quality standards for redevelopment and new development which results in less than one acre of Land Disturbance. Best management practices addressing the potential water resource impacts associated with the proposed activity shall be incorporated to limit creation of impervious surface, maintain, or enhance on-site infiltration, control peak flow rates, and limit pollutant generation on and discharge from the Site. Best management practices may include site design and structural and nonstructural practices.

(2) Major Expansion Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Major Expansion Projects.

(3) Minor Expansion Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Minor Expansion Projects. As an alternative to meeting relevant Volume Control and Water Quality standards, an Applicant may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*. Provisions shall also be required to control the rate of run-off if determined to be necessary by the City Engineer.

(4) Major Single-family Residential Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Major Single-family Residential Projects. As an alternative to meeting relevant Volume Control and Water Quality standards, an Applicant may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*. Provisions shall also be required to control the rate of run-off if determined to be necessary by the City Engineer.

Sec. 39 – 63. Approval Required Prior to Permit or Subdivision.

No landowner or land operator shall receive a building permit, grading permit, or subdivision approval for any project involving Land Disturbance Activities subject to this ordinance until first meeting the requirements of this ordinance prior to commencing the proposed activity.

Sec. 39 – 64. Application Requirements.

Unless otherwise exempted by this ordinance, an application for stormwater management approval shall include the following as a condition for its consideration:

(1) A Stormwater Management Plan;

(2) A Maintenance Agreement.

The Stormwater Management Plan shall be prepared to meet the requirements of Sec. 39 - 62; the Maintenance Agreement shall be prepared to meet the requirements of Sec. 39 – 67. In lieu of preparation of a Stormwater Management Plan, Major Single-family Residential Projects and Minor Expansion Projects may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*.

Sec. 39 – 65. Application Requirements.

Applications shall include the following: five copies of the Stormwater Management Plan, three copies of the Maintenance Agreement, and the required escrow amount and application fee specified in Appendix A of the City Code.

Sec. 39 – 66. Waivers for Providing Stormwater Management.

Every Applicant shall provide for Stormwater Management, unless a waiver is granted. Requests to waive the Stormwater Management requirements shall be submitted to the City for approval.

The minimum requirements for Stormwater Management may be waived in whole or in part upon written request of the Applicant, if the City Engineer determines that at least one of the following conditions applies:

(1) It can be demonstrated that the proposed Land Disturbance Activity will not impair attainment of the objectives of this ordinance.

(2) Alternative minimum requirements for on-site management of stormwater discharges have been established in a Stormwater Management Plan that has been approved by the City.

(3) Provisions are made to manage stormwater by an Off-Site Facility. The Off-Site Facility is required to be in place, to be designed and adequately sized to provide a level of Stormwater Management that is equal to or greater than that which would be afforded by on-site practices and has a legally obligated entity responsible for long-term operation and maintenance of the stormwater treatment practice. In instances where at least one of the conditions above applies, the City may grant a waiver from strict compliance with Stormwater Management provisions that are not achievable, if acceptable mitigation measures are provided.

Sec. 39 – 67. Stormwater Treatment Maintenance Plan and Agreement.

During the application process, the City shall determine who the Responsible Party will be for ownership and maintenance of all Stormwater Treatment Practices. The Responsible Party shall enter into a Maintenance Agreement with the City that documents all responsibilities for operation and maintenance of all Stormwater Treatment Practices. Such responsibility shall be documented in a maintenance plan and executed through a Maintenance Agreement. The Maintenance Agreement shall be executed and recorded against the parcel.

(1) **Maintenance Agreement.** The stormwater Maintenance Agreement shall be in a form approved by the City, shall describe the inspection and maintenance obligations of this section and shall, at a minimum:

(a) Designate the Responsible Party, which shall be permanently responsible for maintenance of the structural or nonstructural measures.

(b) Pass responsibility for such maintenance to successors in title.

(c) Grant the City and its representatives the right of entry for the purposes of inspecting all Stormwater Treatment Practices as described in Sec. 39-67, (2) below.

(d) Allow the City the right to repair and maintain the facility, if necessary maintenance is not performed after proper and reasonable notice to the Responsible Party as described in Sec. 39-67, (4) below.

(e) Include a maintenance plan that contains, but is not limited to the following:

1. Identification of all structural Stormwater Treatment Practices.
2. A schedule for regular inspection, monitoring, and maintenance for each practice. Monitoring shall verify whether the practice is functioning as designed and may include, but is not limited to quality, temperature, and quantity of runoff.
3. Identification of the Responsible Party for conducting the inspection, monitoring, and maintenance for each practice.
4. Identify a schedule and format for reporting compliance with the Maintenance Plan to the City.

(2) **Inspection of Stormwater Facilities.** Inspection programs shall be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the National Pollutant Discharge Elimination System (NPDES) stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater treatment practices.

When any new Stormwater Treatment Practice is installed on private property, or when any new connection is made between private property and a public drainage control system, sanitary sewer, or combined sewer; the property owner shall grant to the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when the City has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

(3) **Records of Installation and Maintenance Activities.** The Responsible Party shall make records of the installation and of all maintenance and repairs of the stormwater treatment practices, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the Stormwater Treatment Practice and at other reasonable times upon request.

(4) **Failure to Maintain Practices.** If a Responsible Party fails or refuses to meet the requirements of the Maintenance Agreement, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the Stormwater Treatment Practice in proper working condition. In the event that the Stormwater Treatment Practice becomes a danger to public safety or public health, the City shall notify the Responsible Party in writing. Upon receipt of that notice, the Responsible Party shall have thirty days to perform maintenance and repair of the facility in an approved manner. After proper notice, the City may specially assess the owner(s) of the Stormwater Treatment Practice for the cost of repair work and any penalties; and the cost of the work shall be assessed against the property and collected along with ordinary taxes by the county.

Sec. 39 – 68. Financial Security.

(1) The City shall require the submittal of a letter of credit or other financial security in a form acceptable to the City in order to insure that the Stormwater Treatment Practices are installed by the permit holder as required by the approved Stormwater Management Plan. The amount of the security shall be 125% of the total estimated construction cost of the Stormwater Treatment Practices approved. The performance security shall contain forfeiture provisions for failure to complete work specified in the Stormwater Management Plan.

(2) The security shall be released in full only upon submission of "as built plans" and written certification by a registered professional engineer that the Stormwater Treatment Practice has been installed in accordance with the approved plan and other applicable provisions of this ordinance. The City will make a final inspection of the Stormwater Treatment Practice to ensure that it complies with the approved plan and the provisions of this ordinance. Provisions for a partial pro-rata release of the security based on the completion of various development stages may be done at the discretion of the City.

Sec. 39 – 69. Notice of Construction Commencement.

The Applicant must notify the City in advance before the commencement of construction. Regular inspections of the Stormwater Treatment Practice construction shall be conducted by the staff of the City or certified by a professional engineer or their designee, and the Applicant shall be responsible for the costs of such inspections. All inspections shall be documented and written reports prepared that contain the following information:

(1) The date and location of the inspection,

(2) Whether construction is in compliance with the approved Stormwater Management Plan,

(3) Variations from the approved construction specifications,

(4) Any violations that exist. If any violations are found, the Applicant shall be notified in writing of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by the City.

Sec. 39 – 70. As Built Plans.

All Applicants are required to submit actual "as built" plans for any Stormwater Treatment Practices located on-site after final construction is completed. As-built plans must show the final design specifications for all Stormwater Treatment Practices, and the plans must be certified by a professional engineer. A final inspection by the City is required before the release of any performance securities can occur. The City may waive certain requirements for the as built plans in the case of a Major Single-Family Residential Project or a Minor Expansion Project, provided the Applicant provides sufficient information to verify that the alternative improvements were installed as designed.

Sec. 39 – 71. Holds on Occupancy Permits

Occupancy permits will not be granted until all Stormwater Treatment Practices have been installed and accepted by the City, or a financial guarantee in a form acceptable to the City has been submitted to ensure completion.

Sec. 39 – 72. Duration of Approval; Revocation of Approval

(1) Approved plans issued under this section shall be valid from the date of approval through the date the City notifies the owner that all stormwater treatment practices have passed the final inspection required under approved conditions, or the approval is revoked.

(2) Revocation of the stormwater approval may be made by the City if requirements within this ordinance are not fulfilled, or the owner or Applicant is unable to fulfill the ordinance requirements. If an approval is revoked, the Applicant must resubmit a Stormwater Management Plan prior to proceeding with any subsequent Land Disturbance Activity.

Secs. 39 – 73 – 39 – 79. Reserved.

ARTICLE VI. STORMWATER ILLICIT DISCHARGE AND CONNECTION

Sec. 39 – 80. Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance and minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 39 – 81. Discharge Prohibitions.

(1) Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(a) The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wet-land flows, dechlorinated swimming pool discharges, firefighting activities, and any other water source not containing pollutants.

(b) Discharges specified in writing by the City as being necessary to protect public health and safety.

(c) Dye testing is an allowable discharge, but requires a verbal notification to the City prior to the time of the test. (d)

The prohibition shall not apply to any non-storm water 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.

(2) Prohibition of Illicit Connections

(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 the connection.

(c) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 39 – 82. Suspension of MS4 Access.

(1) Suspension due to illicit discharges in emergency situations.
The City Council may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

(2) Suspension due to the detection of illicit discharge.
Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its MS4 access. The violator may petition the City for reconsideration and a hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City.

Sec. 39 – 83. Industrial or Construction Activity Discharges.

Any person subject to an industrial or construction activity NPDES storm water 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 City Council prior to the allowing of discharges to the MS4.

Sec. 39 – 84. Monitoring of Discharges.

(1) Applicability. This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

(2) Access to Facilities.

(a) The City shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.

(b) Facility operators shall allow the City 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 storm water, and the performance of any additional duties as defined by state and federal law.

(c) The City shall have the right to set up on any permitted facility such devises as are necessary in the opinion of the City to conduct monitoring and/or sampling of the facility's storm water discharge.

(d) The City has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devises used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(f) Unreasonable delays in allowing the City access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of the facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(g) If the City has been refused access to any part of the premises from which stormwater is discharged, and the City is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 39 – 85. Requirement to prevent, control, and reduce storm water pollutants by the use of best management practices.

The City will adopt requirements identifying Best Management Practices (BMPs) of any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 39 – 86. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property 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 lessee 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.

Sec. 39 – 87. 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 storm water, the storm drain system, or water of the U.S. 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 in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City within three business days of the phone notice. 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 recurrence. Such records shall be retained for at least three years.

Sec. 39 – 88. Enforcement.

(1) Notice of Violation. Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

(a) The performance of monitoring, analysis, and reporting;

(b) The elimination of illicit connections or discharges;

(c) That violating discharges, practices, or operations shall cease and desist;

(d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

(e) Payment of a fine to cover administrative and remediation costs;

(f) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator 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 shall be charged to the violator.

Sec. 39 – 89. Enforcement Measures after Appeal.

If the violation had not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 15 days of the decision of the municipal authority upholding the decision of the City, then representatives of the City shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Sec. 39 – 90. Cost of Abatement of the Violation.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the City by reason of such violation.

Sec. 39 – 91. Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. If a person has violated and continues to violate the provisions of this ordinance, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 39 – 92. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Sec. 39 – 93. Violations deemed a 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 ordinance 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, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 39 – 94. Criminal Prosecution.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of $1,000.00 dollars per violation per day and/or imprisonment for a period of time not to exceed 90 days. The City may recover all attorney’s fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

(ORDINANCE NO. 2018-04)

Chapter 39. STORMWATER MANAGEMENT

ARTICLE I. ADMINISTRATION

Sec. 39 – 1. Reference.

This Ordinance shall be known, cited, and referred to as the City of Wyoming Stormwater Management Ordinance except as referred to herein, where it shall be known as "this Ordinance."

Sec. 39 – 2. Findings.

The City of Wyoming hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion and areas containing restrictive soils adversely affects the public health, safety and general welfare by impacting water quality and contributing to other environmental problems, creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the City of Wyoming to provide adequate water, sewage, flood control, and other community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in such areas and in areas which may be affected by unplanned land usage.

Sec. 39 – 3. Purpose.

(1) The general purpose of this Ordinance is to establish regulatory requirements for land development and land disturbing activities aimed at minimizing the threats to public health, safety, public, and private property and natural resources within the community resulting from construction site erosion and post-construction stormwater runoff.

(2) Statutory Authorization. This Ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes Chapters 103B and 462; Minnesota Rules, Parts 6120.2500-6120.3900, Minnesota Rules Chapters 8410, 8420 and 70510.0210.

(3) This Ordinance is intended to meet the current construction site erosion and sediment control and post-construction stormwater management regulatory requirements for construction activity and small construction activity (NPDES Permit) as defined in 40 CFR pt. 122.26(b)(14)(x) and (b)(15), respectively. This ordinance is intended to meet the Minimal Impact Design Standards (MIDS) developed under Minnesota Statutes 2009, Section 115.03, subdivision 5c. Further, the design standards and requirements set forth in the City's Plan Requirements and Design Guidelines are adopted and incorporated into this article by reference as if fully set forth.

Sec. 39 – 4. Applicability.

Every applicant for a building permit, subdivision approval, or a permit to allow land disturbing activities must submit a stormwater management plan to the City Zoning Administrator. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the Stormwater Pollution Prevention Plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this ordinance. The provisions of this ordinance apply to all land, public, or private, located within the City of Wyoming, Chisago County, Minnesota.

Sec. 39 – 5. Responsibility for Administration.

The City of Wyoming shall administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the City may be delegated in writing by the City Administrator to persons or entities acting in the beneficial interest of or in the employ of the city.

Sec. 39 – 6. Incorporation by Reference

The City of Wyoming *Water Resource Guidance Document*, dated September 2011, as it may be amended from time to time, is hereby incorporated into this ordinance as if fully set forth herein. The Document shall serve as the official guide for stormwater principles, methods, and practices for proposed development activities.

Sec. 39 – 7. Compatibility with Other Regulations.

This Ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this Ordinance 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.

Sec. 39 – 8. Exemptions.

(1) Any part of a subdivision if a plat for the subdivision has been approved by the City Council on or before the effective date of this ordinance;

(2) Any land disturbing activity for which plans have been approved by Comfort Lake Forest Lake Watershed District within six months prior to the effective date of this, ordinance;

(3) A lot for which a building permit has been approved on or before the effective date of this ordinance;

(4) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles; or

(5) Emergency work to protect life, limb, or property.

Sec. 39 – 9. Variance.

The City Council upon recommendation of the Planning Commission, may waive any requirement of this ordinance based upon the same criteria set forth in Section Wyoming City Code Sec. 40 – 120, and the waiver of such requirement will not adversely affect the standards and requirements set forth in Chapter 39. The City Council may require as a condition of the waiver, such dedication, or construction, or agreement to dedicate or construct as may be necessary to adequately meet said standards and requirements.

Sec. 39 – 10. Appeals

Any person aggrieved by the action of any official charged with the enforcement of this ordinance, as the result of the disapproval of a properly filed application for approval, issuance of a written notice of violation, or an alleged failure to properly enforce the ordinance in regard to a specific application, shall have the right to appeal the action to the City.

(1) The Applicant shall submit the appeal in writing and include supporting documentation.

(2) City staff shall make a decision on the appeal within 15 business days of receipt of a complete appeal application.

(3) The Applicant may appeal the decision of city staff to the city council. This appeal must be filed with the City within 30 days of City staff's decision.

Sec. 39 – 11. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance, which shall remain in full force and effect.

Secs. 39 – 12 – 39 – 19. Reserved.

ARTICLE II. ENFORCEMENT

Sec. 39 – 20. Violations.

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and shall be subject to a maximum fine or maximum period of imprisonment, or both, as specified by Minnesota Statutes Section 609.03. Each additional day that the property remains in violation of this Chapter shall constitute a separate violation of this Chapter and may be prosecuted accordingly.

Sec. 39 – 21. Notice of Violation.

When the City determines that an activity is not being carried out in accordance with the requirements of this ordinance, it shall issue a written notice of violation to the owner of the property. The notice of violation shall contain:

(1) The name and address of the owner or Applicant,

(2) The address when available or a description of the land upon which the violation is occurring,

(3) A statement specifying the nature of the violation,

(4) A description of the remedial measures necessary to bring the development activity into compliance with this ordinance and a time schedule for the completion of such remedial action,

(5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed, and

(6) A statement that the determination of violation may be appealed to the City by filing a written notice of appeal within fifteen (15) days of service of notice of violation.

Sec. 39 – 23. Stop Work Orders.

Persons receiving a notice of violation will be required to halt all construction activities. This Stop Work Order will be in effect until the City confirms that the Land Disturbance Activity is in compliance and the violation has been satisfactorily addressed. Failure to address a notice of violation in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this ordinance.

Sec. 39 – 24. Civil and Criminal Penalties.

In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this ordinance shall be guilty of a misdemeanor and subject to prosecution. Such person shall be guilty of a separate offense for each day during which the violation occurs or continues.

Sec. 39 – 25. Restoration of Lands.

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take action to require the restoration. Any violation of the provisions of this ordinance continuing for a period of more than 7 days shall be deemed to be a public nuisance endangering the public health and welfare.

Secs. 39 – 26 – 39 – 29. Reserved.

ARTICLE III. DEFINITION OF TERMS.

Sec. 39 – 30. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) **Applicant.** A property owner or agent of a property owner who has filed an application for a stormwater management approval.

(2) **Best Management Practices (BMPs).** 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 storm water, receiving waters, or storm water 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.

(3) **Channel.** A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

(4) **Contractor.** The party who signs the construction contract or development agreement with the city to construct a project. Where the construction project involves more than one contractor, the general contractor shall be the contractor that is responsible pursuant to the obligations set forth in this ordinance.

(5) **Construction Activity.** Activity subject to NPDES Construction Permits. These include 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.

(6) **Dewatering.** The removal of water for construction activity such as the removal of temporary sediment basin water or appropriated surface or groundwater to dry and/or solidify a construction site.

(7) **Erosion.** The wearing away of the ground surface as a result of the movement of wind, water, ice and/or land disturbance activities.

(8) **Erosion Prevention.** Measures employed to prevent erosion. Examples include, but are not limited to: soil stabilization practices, limited grading, mulch, temporary or permanent cover, and construction phasing.

(9) **Final Stabilization.**

(a) All soil disturbing activities at the site have been completed and a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed;

(b) For individual lots in residential construction by the contractor, the contractor must either: (A) complete final stabilization as specified above, or (B) establish temporary stabilization including perimeter controls for an individual lot prior to occupation of the structure. If the contractor chooses (B), it must inform the owner in writing of the need for, and benefits of, final stabilization;

(c) For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land) final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters and drainage systems and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization criteria in subparts (a) or (b) above;

(d) The contractor must clean out all sediment from conveyances and from temporary sedimentation basins that are to be used as permanent water quality management basins. Sediment must be stabilized to prevent it from washing back into the basin, conveyances or drainage ways discharging off-site or to surface waters. The cleanout of permanent basins must be sufficient to return the basin to design capacity. All drainage ditches constructed to drain water from the site after construction is complete must be stabilized to preclude erosion; and

(e) All temporary synthetic and structural erosion prevention and sediment control. BMPs (such as silt fence) must be removed as part of the final stabilization on the site.

(10) **Hazardous Materials.** 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.

(11) **Illegal Discharge.** Any direct or indirect non-stormwater discharge to the storm drain system.

(12) **Illicit Connections.** Are defined as either of the following:

(a) 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 sewage, process wastewater, wash water 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 an City; or

(b) 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.

(13) **Impervious Surface.** 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 development. Examples include rooftops, sidewalks, patios, parking lots, storage areas and concrete, asphalt, or gravel driveways or roads.

(14) **Industrial Activity.** Activities subject to NPDES Industrial Stormwater Permits as defined in 40 CFR, Section 122.26 (b) (14).

(15) **Land Disturbance Activity.** Any activity that changes the volume or peak discharge rate of stormwater runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity that bares soil or rock or involves the diversion or piping of any natural or fabricated watercourse.

(16) **Land Disturbing Activity.** Any land change that may result in soil erosion from water or wind and the movement of sediments into or upon waters or lands within the city's jurisdiction, including, but not limited to, clearing, grubbing, grading, excavating, transporting and filling.

(17) **Maintenance Agreement.** A document recorded against the property which provides for long-term maintenance of stormwater treatment practices.

(18) **Major Expansion Project.** Any construction, alteration, or improvement which disturbs one acre or more in area or which increases the Impervious Area by one-half acre or more and where the existing land use is commercial, industrial, institutional, or multi-family residential. For the purposes of this section, the area of disturbance when repaving or reclaiming an existing paved surface shall only include those areas where soil beneath the existing gravel base is disturbed

(19) **Major Single-family Residential Project:**

(a) Any subdivision, as defined by law, which result in one or two additional single-family detached lots; or

(b) Any construction, alteration, or improvement which: 1) disturbs one acre or more in area and increases Impervious Area by more than 1,000 square feet; or 2) increases Impervious Area by more than 5,000 square feet.

(20) **Minor Expansion Project.** Any construction, alteration, or improvement which increases the Impervious Area by more than 5,000 square feet and less than one-half acre where the existing land use is commercial, industrial, institutional, or multi-family residential.

(21) **Municipal Separate Storm Sewer System (MS4).** The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned and operated by the City of Wyoming and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.

(22) **National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit.** A permit issued by Minnesota Pollution Control Agency that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

(23) **New Development:**

(a) Any subdivision, as defined by law. For the purposes of this Chapter, a subdivision creating less than three new single-family detached lots shall not be considered New Development, but should instead be considered a Major Single-family Residential Project.

(b) Construction of a principal structure on an existing vacant lot. For the purposes of this Chapter, construction of a detached single-family home shall not be considered New Development.

(c) Redevelopment of a property which results in the removal of more than 50 percent of the market value of the principal structure and such removal is followed by reconstruction. For the purposes of this Chapter, redevelopment of a single-family detached home shall not be considered New Development.

(24) **Nonpoint Source Pollution.** Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

(25) **Non-Stormwater Discharge.** Any discharge to the storm drain system that is not composed entirely of stormwater.

(26) **NOT.** Notice of Termination for NPDES coverage.

(27) **Off-Site Facility.** A stormwater management measure located outside the subject property boundary described in the permit application for land development activity.

(28) **Owner.** The person or entity with a legal or equitable interest in the land on which the construction activities will occur.

(29) **Permanent Cover.** Shall mean **Final Stabilization** (70 percent perennial vegetation established)

(30) **Person.** Any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting either as the owner or as the owner's agent.

(31) **Pollutant.** Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

(32) **Premises.** Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

(33) **Responsible Party.** The entity which will be responsible for ownership and maintenance of Stormwater Treatment Practices.

(34) **Sediment.** The product of an erosion process; solid material both mineral and organic, that is in suspension, is being transported, or has been moved by water, air or ice, and has come to rest on the earth's surface either above or below water level.

(35) **Sediment Control.** Methods employed to prevent Sediment from leaving the site. Sediment Control practices include but are not limited to 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.

(36) **Site:**

(a) For New Development any tract, lot or parcel of land or combination of tracts, lots, or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where development is to be performed as part of a unit, subdivision, or project.

(b) For a Major Expansion Project, Minor Expansion Project or Major Single-family Residential Project the area of new construction, as shown on an approved site plan, or the original parcel. Final determination of the applicable area for stormwater management shall be made by the City

(37) **Stabilized.** The exposed ground surface after it has been covered by appropriate materials such as straw mulch, hydraulic mulch matrix, staked sod, riprap, wood fiber blankets, or other material that prevents erosion from occurring. Grass seeding is not considered stabilization.

(38) **Stop Work Order.** An order which requires that all construction activity on a Site be stopped.

(39) **Storm Drainage System.** Publicly owned facilities by which stormwater is collected and/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.

(40) **Stormwater Management.** The use of structural or non-structural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, and/or peak discharge rates.

(41) **Stormwater Management Plan.** A set of drawings or other documents submitted by a person as a prerequisite to obtaining a stormwater management approval, which contains all of the required information and specifications pertaining to Stormwater Management.

(42) **Stormwater Pollution Prevention Plan (SWPPP).** A plan for stormwater discharge that includes erosion prevention measures and sediment controls that, when implemented, will minimize soil erosion on a parcel of land, and minimize off-site nonpoint pollution to the maximum extent practicable.

(43) **Stormwater.** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

(44) **Stormwater Runoff.** The flow on the surface of the ground, resulting from precipitation.

(45) **Stormwater Treatment Practices (STPs).** Measures, either structural or nonstructural, that are determined to be the most effective and practical means of preventing or reducing point source or nonpoint-source pollution inputs to stormwater runoff and waterbodies.

(46) **Surface Water or Waters.** All streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, wells, reservoirs, aquifers, irrigation systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private.

(47) **Temporary Erosion Protection.** Short-term methods employed to prevent erosion. Examples of these methods include: straw, wood fiber blanket, wood chips, and erosion netting.

(48) **Wastewater.** Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

(49) **Watercourse.** A natural or fabricated ditch, stream, creek, or other defined channel intended for the conveyance of water, runoff, groundwater discharge, or similar hydraulic or hydrologic purpose.

(50) **Water Quality Volume (WQv).** The runoff storage volume needed to treat the specified phosphorus loading as determined in the City of Wyoming *Water Resource Guidance Document*.

(51) **Watershed.** The total drainage area contributing runoff to a single point.

Secs. 39 – 31 – 39 – 39. Reserved.

ARTICLE IV. CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

Sec. 39 – 40. Purpose.

The purpose of this Article is to promote, preserve, and enhance the natural resources within the City of Wyoming by regulating Land Disturbing or development activities that would have an adverse and potentially irreversible impact on water quality and unique and fragile environmentally sensitive land. This ordinance sets forth the following standards and procedures in order to control land disturbances and/or development activities that may impact water quality and/or impact environmentally sensitive land.

Sec. 39 – 41. Applicability.

Every individual or entity applying for a permit to allow Land Disturbing Activities of one acre or greater, including activities on land that is part of a common plan for development that collectively will disturb land one acre or greater must submit a Storm Water Pollution Prevention Plan to the city engineer. No building permit, subdivision approval or development permit to allow Land Disturbing Activities shall be issued by the city until approval of the Storm Water Pollution Prevention Plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this ordinance. Any Land Disturbing Activity that is less than one acre that is issued by the city must adhere to Sec. 39-45 and Sec. 39-47 of this ordinance, with the exception of the inspection and record keeping requirements of these Sections.

Sec. 39 – 42. Exemptions.

The following activities are exempt from the Storm Water Pollution Prevention Plan requirement of this ordinance:

(1) Any part of property located in a subdivision if the preliminary plat for the subdivision has been approved by the city council on or before the effective date of this ordinance;

(2) Property for which a building permit has been approved by the city on or before the effective date of this ordinance;

(3) Installation of fence, sign, telephone, cable television, electric and other kinds of posts or poles, or utility lines or service connections to these utilities which result in creating under one acre of exposed soil;

(4) Emergencies posing an immediate danger to life or property, or substantial flood or fire hazards;

(5) Routine agricultural crop management practices;

(6) Digging and filling of graves at a cemetery; or

(7) Refuse disposal sites controlled by other governmental regulations.

Sec. 39 – 43. Storm Water Pollution Prevention Plan and Erosion and Sediment Control Submittal Procedures.

(1) Submittal. Every individual or entity that has applied for a NPDES permit pursuant to this ordinance shall submit a Storm Water Pollution Prevention Plan for sites disturbing one acre or greater or an Erosion and Sediment Control Plan for land disturbances less than one acre to the City's Zoning Administrator in accordance with the requirements and approval standards set forth in Sec. 39-44 and Sec. 39-45 of this ordinance. Sites disturbing greater than 5,000 square feet and less than 1 acre will need to submit an erosion and sediment control plan to the City's Zoning Administrator for approval. No building permit, subdivision approval or permit to allow Land Disturbing Activities shall be issued until the city engineer approves this Plan. If it chooses, the applicant may have the Storm Water Pollution Prevention Plan reviewed by the appropriate departments of the city prior to submitting the Plan.

(2) Financial Security and Fees. All Storm Water Pollution Prevention Plan submittals shall be accompanied by a letter of credit, or cash equal to the required escrow amount and a separate check for the application fee specified in the City Fee Schedule.

Sec. 39 – 44. Storm Water Pollution Prevention Plan Requirements.

At a minimum, the Storm Water Pollution Prevention Plan shall contain the following information:

(1) The name and address of the applicant, a legal description of the site, north point, date and scale of drawing and number of sheets;

(2) An existing site map: a map of existing site conditions showing the site and immediately adjacent areas, which shall include the following information;

(a) Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions and districts or other landmarks;

(b) Existing topography with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two feet;

(c) A delineation of all Surface Waters located on and immediately adjacent to the site, including depth of water, a description of all vegetation which may be found in the water, a statement of general water quality and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, and/or the United States Army Corps of Engineers;

(d) The location and dimensions of existing Storm Water drainage systems and natural drainage patterns on and immediately adjacent to the site delineating the direction and the rate the Storm Water is conveyed from the site, identifying the receiving stream, river, public water, or wetland and setting forth those areas of the unaltered site where Storm Water collects;

(e) A description of the soils of the site, including a map indicating soil types of areas to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and for the type of sewage disposal proposed which describes any remedial steps to be taken by the applicant to render the soils suitable;

(f) The location and type of vegetative cover on the site and clearly delineating any vegetation proposed for removal; and

(g) 100-year floodplain, flood fringes and floodways boundaries.

(3) A site construction plan which shall include the following information:

(a) Locations and dimensions of all proposed Land Disturbing Activities and any phasing of those activities;

(b) Locations and dimensions of all temporary soil or dirt stockpiles;

(c) Locations and dimensions of all Erosion Prevention measures and Best Management Practices necessary to meet the requirements of this ordinance;

(d) Schedule of anticipated start and completion dates of each Land Disturbing Activity including the dates of installation of Erosion Prevention measures for each phase needed to meet the requirements of this ordinance; and

(e) Provisions for maintenance of the Erosion Prevention measures prior to Final Stabilization.

(4) A plan of final site conditions, which shall include the following information:

(a) Finished grading shown at contours at the same interval as provided on the existing site map to clearly indicate the relationship of proposed changes to the site's existing topography and remaining features;

(b) A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials that will be added to the site;

(c) A drainage plan of the developed site delineating in which direction and the rate Storm Water will be conveyed from the site and setting forth the areas of the site where Storm Water will be allowed to collect;

(d) The proposed size, alignments and intended use of any structures to be erected on the site;

(e) A clear delineation and tabulation of all Impervious Surfaces to be installed on the site, including a description of the surfacing material to be used;

(f) Any other information pertinent to the particular project which in the opinion of the applicant is necessary for the review of the project; and

(g) A copy of the applicant's Minnesota Pollution Control Agency's Permit for discharging Storm Water from construction activity (MN R100001).

Sec. 39 – 45. Storm Water Pollution Prevention Plan Approval and Performance Standards.

No Storm Water Pollution Prevention Plan that fails to meet the standards set forth in this ordinance shall be approved by the city. All of the following requirements shall be adhered to during the construction on the site.

(1) Site Dewatering and Basin Draining: Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydrocyclones, swirl concentrators, or other appropriate controls as appropriate. Water shall not be discharged in a manner that causes Erosion, scour, sedimentation, or flooding of the site, receiving channels or wetlands.

(2) Construction Site Waste:

(a) Solid waste: All waste and unused building materials (including, but not limited to, collected Sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, demolition debris) must be disposed of properly and shall comply with disposal requirements as set forth by the Minnesota Pollution Control Agency.

(b) Hazardous/toxic materials: Oil, gasoline, paint, and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharges. Access to storage areas for these materials must be restricted in order to prevent vandalism. All storage and disposal of hazardous or toxic materials must be in compliance with requirements set forth by the Minnesota Pollution Control Agency.

(c) Liquid waste: All other non-Storm Water discharges (including, but not limited to, concrete truck washout, vehicle washing or maintenance spills) conducted during the construction activity shall not be discharged to any Surface Waters.

(d) External washing of any equipment shall be limited to a defined area of the site. All runoff must be contained. Waste must be disposed of properly. No engine degreasing shall be allowed on the site.

(e) All liquid and solid waste generated by any concrete washout operations on the site must be contained in a leak proof facility or impermeable liner. Concrete waste must not come into contact with the ground. No runoff from concrete washout operations or areas is permitted. Concrete waste must be disposed of properly and in compliance with applicable Minnesota Pollution Control regulations.

(3) Tracking: All roads, access drives and parking areas must utilize a temporary tracking pad and must be of sufficient width and length to prevent Sediment from being tracked onto public or private roadways and/or the Storm Water conveyance system. Temporary tracking pads must be installed and maintained in all locations on the site where vehicles enter and exit.

(4) Storm Drain Inlet Protection: All storm drain inlets must be protected by appropriate Best Management Practices during construction until all sources with potential for discharging to the inlet have been Stabilized.

(5) Site Erosion Control: The following criteria shall apply only to construction activities that result in runoff leaving the site: (a)

Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as follows: sheet flow runoff from adjacent areas greater than 10,000 square feet in area shall also be diverted around disturbed areas, unless shown to have resulted runoff rates of less than 0.5 feet per second across the disturbed area for a one hundred year storm event. Diverted runoff shall be conveyed in a manner that will not cause Erosion, scour, Sedimentation or flooding of the conveyance and receiving waters;

(b) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time;

(c) Runoff from the entire disturbed area on the site shall be controlled by meeting subsections 1 through 6 of this subpart:

1. All exposed soil areas must have Temporary Erosion Protection or Permanent Cover for the exposed soil areas for the entire year as soon as possible, but in no case any later than 14 days after construction activity on that portion of the site has temporarily or permanently ceased;

2. The normal wetted perimeter of a temporary or permanent drainage ditch that drains water for the project site or diverts water around the project must be Stabilized. Stabilization must occur within 24 hours of connecting to a surface water;

3. Pipe outlets must have temporary or permanent energy dissipation within 24 hours of connection to a surface water;

4. When possible, all slopes must be graded in such a fashion that any tracking marks made from heavy equipment are perpendicular to the slope; and

5. Land Disturbance Activities that are one acre or greater that drain to a discharge point within the distance of a Special or Impaired Water as specified in the current version of the Minnesota Pollution Control Agency Construction Site General Permit must be Stabilized as soon as possible, but in no case later than seven days after construction activity in that portion of the site has temporarily or permanently ceased.

6. Land Disturbance Activities that are less than one acre that drain to a discharge point within 1000 feet of a Special or Impaired Water must be Stabilized as soon as possible, but in no case later than seven days after construction activity in that portion of the site has temporarily or permanently ceased.

(6) Site Sediment Control: The following criteria shall apply only to construction activities that result in runoff leaving the site:

(a) Silt fences or equivalent control measures shall be placed on the downslope sides of the site and installed along the contour. If a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce the amount of Sediment reaching the channel. The use of silt fences or equivalent control measures must be properly maintained during construction activities.

(b) For sites that have more than 10 acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sedimentation basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent of the area draining to the basin, be at least three feet deep and be constructed in accordance with accepted design specifications. Sediment shall be removed on a regular basis in order to maintain a minimum depth of three feet. The basin discharge rate shall also be sufficiently low as to not cause Erosion, scour, sedimentation or flooding of the discharge channel or receiving water.

(c) Any soil or dirt storage piles containing more than 10 cubic yards of material should not be located with a downslope drainage length of less than 25 feet from the toe of the storage pile to a roadway or drainage channel. If remaining for more than 14 days, it shall be Stabilized. Erosion from piles which will be in existence for less than 14 days shall be controlled by placing straw bales or silt fence barriers around the pile. In street utility repair or construction soil or dirt storage piles located closer than 25 feet of a roadway or drainage channel must be covered with tarps or suitable alternative controls. All downstream storm drain inlets must be protected with an appropriate inlet protection device.

(7) Site Restoration: All areas on the site that are disturbed during construction must be restored. The types of permanent restoration being used on the site shall be clearly shown on the plans including, but not limited to, sod, seed, impervious cover, and structures. In areas where vegetation is to be established, at least six inches of topsoil must be used. In areas where vegetation will be maintained, the city encourages the use of a combination of topsoil and compost equivalent to six inches of topsoil. Areas in which the topsoil or topsoil/compost mixture has been placed and finish-graded or areas

that have been disturbed and other grading or site building construction operations are not actively underway must be temporarily or permanently restored as set forth in the following requirements:

(a) Areas that have a slope of less than 3:1 must be seeded and mulched within 14 days of the area not being actively worked or 7 days for sites that have impaired waterbodies that are within one mile and down gradient and drain to waterbody.

(b) Areas that have a slope greater or equal to 3:1 must be seeded and Erosion control blankets must be placed in accordance with city engineering standard detail WY-EC-4 within 14 days of the area not being actively worked or 7 days for sites that have impaired waterbodies that are within one mile and down gradient and drain to waterbody.

(c) All seeded areas must either be mulched and disc anchored, hydromulched, or covered by Erosion control blankets to reduce Erosion and protect the seed. Temporary or permanent mulch must be disc anchored and applied at a uniform rate of two tons per acre with at least 90 percent coverage.

(8) Special and Impaired Waters:

(a) Additional BMPs together with enhanced runoff controls are required for discharge from a site to Special and Impaired Water as defined by Appendix A of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity, parts A, B and section 1 of part C.

(b) For areas of the site that drain to a discharge point that is within the distance as specified in the current version of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity and drains to a Special or Impaired Water and the Land Disturbance Activity is one acre or greater in size, the BMPs identified in Appendix A, part C of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity are required. Land Disturbance Activities that are less than one acre in size must comply with this requirement only if they are draining to a Special or Impaired Water and are within 1000 feet of that body of water.

Sec. 39 – 46. Storm Water Pollution Prevention Plan Review Procedures.

(1) Process: Storm Water Pollution Prevention Plans meeting the requirements of this ordinance must be approved by the city engineer or their designated representative in accordance with the standards of this ordinance.

(2) Duration: Storm Water Pollution Prevention Plan approval shall expire one year from the date of the city engineer's approval of the Plan unless construction has commenced. However, if prior to the date of expiration of the approval, the applicant makes a written request to the city engineer for an extension of time to commence construction setting forth the reasons for the requested extension, the city engineer may grant one extension that shall not exceed one year. Receipt of any applicant's request for an extension shall be acknowledged in writing by the city engineer within 15 days of receipt. The city engineer shall make a decision on the extension request within 45 days of receipt.

(3) Condition: A Storm Water Pollution Prevention Plan may be approved subject to compliance with conditions imposed by the city that are reasonable and necessary to ensure that the requirements of this ordinance are met. Conditions that may be imposed include, but are not limited to: limiting the size, kind or character of the proposed improvements; requiring the construction of structures, drainage facilities, storage basins and other facilities; requiring replacement of vegetation; establishment of monitoring procedures; staging the work over a period of extended time; requiring alteration of the site's design to insure buffering; or requiring conveyance of necessary lands or easements to the city or other public entity.

Sec. 39 – 47. Inspection and Maintenance Requirements.

(1) The applicant shall be responsible at all times for the maintenance and proper operation of all Erosion Prevention and Sediment Control measures. The applicant shall also inspect, maintain and repair all disturbed surfaces, Erosion Prevention measures, Sediment Control measures and soil stabilization measures on the site at least once each day that any work is performed on the site. If no work is performed on the site on a daily basis, the inspection, maintenance and repair by the applicant shall continue at least once every seven days, until the Land Disturbing Activity has ceased. Thereafter, the applicant shall continue perform these responsibilities at least once every seven days until Stabilization. The applicant shall maintain a record of all of its activities required by this subpart for inspection by the city upon request.

(2) The applicant must inspect the construction project within 24 hours of a rainfall event of one-half inch or greater in a 24 hour period.

(3) All inspections and maintenance activities conducted on the site during construction must be recorded in writing and must be retained with the Storm Water Pollution Prevention Plan. Records of each inspection and maintenance activity shall include the following information:

(a) Date and time of inspection;

(b) Name(s) of persons conducting the inspection;

(c) Findings of inspections, including recommendations for corrective actions;

(d) Corrective actions taken, including the dates, times and the name of the party completing the corrective action;

(e) Date and the amount of rainfall events that are greater than one-half inch in a 24 hour period; and

(f) Documentation of any changes made to the Storm Water Pollution Prevention Plan.

(4) If upon inspection of the site, the city finds that any private storm water 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 storm water facilities; the applicant shall be sent a written notice that includes the city's findings, what actions are required to correct the situation, and a date or dates by which such actions must be completed. The applicant shall have a maximum of seven days from the date of the notice to reply to the city in writing indicating their response to the notice. 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 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 escrow amount. If the escrow amount 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 storm water facilities that were maintained, repaired or replaced by the city. This amount may be certified by the city to the County Auditor of Chisago County, Minnesota and shall be collected in the same manner as the collection of real estate taxes.

(5) All Erosion and Sediment BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with a functional BMP. The applicant shall investigate and comply with the following BMP inspection and maintenance requirements:

(a) All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the Sediment reaches one third of the height of the fence. Repairs shall be made within 24 hours of discovery or as soon as field conditions allow access.

(b) Temporary and permanent sedimentation basins must be drained and the Sediment must be removed when the depth of the Sediment collected in the basin reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of discovery or as soon as field conditions allow access.

(c) Surface water, including drainage ditches and conveyance systems, must be inspected for evidence of Sediment being deposited by Erosion. The applicant shall remove all deltas and Sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems and must restabilize the areas where Sediment removal results in exposed soil. The removal and stabilization must take place within seven days of discovery unless precluded by legal, regulatory, or physical access constraints. In the event of an access constraint, the applicant shall use all reasonable efforts to obtain access. If access is precluded, removal and stabilization must take place within seven calendar days of obtaining access. The applicant is responsible for contacting all local, regional, state, and federal authorities and obtaining any required permits prior to conducting any work.

(d) Construction site vehicle exit locations must be inspected for evidence of off-site Sediment tracking onto paved surfaces. Tracked Sediment must be removed from all off-site paved surfaces within 24 hours of discovery, or if possible, a shorter amount of time.

(e) The applicant is responsible for the operation and maintenance of temporary and permanent water quality management BMPs, as well as Erosion Prevention and Sediment Control BMPs for the duration of the construction work on the site. The applicant remains responsible until another party has assumed control over all areas of the site that have not been finally Stabilized or the site has undergone Final Stabilization and a NOT has been submitted to the Minnesota Pollution Control Agency.

(f) If Sediment escapes the construction site, off-site accumulations of Sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.

(6) All infiltration areas must be inspected to ensure that no Sediment from ongoing construction activities is reaching the infiltration area and these areas are protected from compaction caused by construction equipment driving across the infiltration area.

(7) The applicant must ensure Final Stabilization of the project. The applicant must submit a NOT within 30 days of Final Stabilization being achieved, or another party assuming control on all areas of the project that have not achieved Final Stabilization.

Sec. 39 – 48. Notification.

The applicant shall notify the City at the following points during construction:

(1) Upon completion of the installation of perimeter Erosion and sedimentation controls;

(2) Upon completion of Land Disturbing Activities but before putting into place measures for final soil stabilization and Permanent Cover;

(3) When the site has been permanently Stabilized and Permanent Cover has been established; and

(4) When all Temporary Erosion Protection and Sediment Controls have been removed from the site.

Sec. 39 – 49. Noncompliance and Enforcement Procedures.

(1) Notice of Noncompliance. In the event that any work on the site does not conform to the approved Storm Water Pollution Prevention Plan or any of the requirements listed in the provisions of this ordinance, the city engineer or their 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 the corrective work begin immediately.

(2) 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 their designee may issue an order for the city to stop all inspections required for land use or building permit approvals until all corrective actions identified in the notice of noncompliance are completed. The applicant shall notify the city engineer or their designee upon completion of the corrective action. Once the city engineer has verified that corrective action has been taken, they shall inform the city and the city shall resume inspections on the site no later than the following business day.

(3) Action Against the Financial Securities.
If the corrective action identified in the notice of noncompliance are not completed within the time specified in the notice, the city may 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 in order to reimburse the city for its costs incurred in the process of corrective work including, but not limited to, staff time and attorneys' fees.

(a) The applicant ceases Land Disturbing Activities and/or filling and abandons the site prior to completion of the city-approved grading plan;

(b) The applicant fails to conform to the city-approved grading plan and/or the Storm Water Pollution Prevention Plan, or related supplementary instructions issued by the city;

(c) The techniques utilized under the Storm Water Pollution Prevention Plan fail within one year of installation; or

(d) Emergency action is required pursuant to subpart (4) listed below.

(4) Emergency Action. If circumstances exist such that noncompliance with this ordinance poses an immediate danger to the public health, safety or welfare, as determined by the city, 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.

(5) Nothing contained herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation of this section, including, but not limited to, seeking a civil injunction or a restraining order.

Sec. 39 – 50. Right of Entry.

Right of Entry and Inspection: The applicant shall allow the city and its authorized representatives, upon presentation of credentials to:

(1) Enter upon the site for the purpose of obtaining information, examination of records, conducting surveys or investigations;

(2) Bring such equipment upon the site as is necessary to obtain information, conduct surveys or investigations;

(3) Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept pursuant to this ordinance;

(4) Inspect the Erosion control and Sediment Control measures required by the City or the Storm Water Pollution Prevention Plan; and

(5) Sample and monitor any items or activities pertaining to 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.

Secs. 39 – 51 – 39 – 59. Reserved.

ARTICLE V. STORMWATER MANAGEMENT

Sec. 39 – 60. Purpose

Land development projects, and associated increases in impervious cover, alter the hydrologic response of local watersheds. Increases in stormwater runoff rates and volumes, flooding, erosion, sediment transport and deposition, and water-borne pollutants can be controlled and minimized through the regulation of stormwater runoff. The purpose of this Article is to protect and safeguard the health, safety, and welfare of the public by regulating stormwater runoff in order to protect local water resources from degradation. This Article seeks to meet this purpose through the following objectives:

(1) Minimize increases in stormwater runoff rates from any development in order to reduce flooding, siltation and erosion and in order 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, and

(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 Local Surface Water Management Plan.

Sec. 39 – 61. Applicability.

(1) This Article shall apply to the following circumstances:

(a) New Development, as defined herein;

(b) Major Expansion Projects, as defined herein;

(c) Minor Expansion Projects, as defined herein; and

(d) Major Single-family Residential Projects, as defined herein.

(2) The following activities shall be exempt from the stormwater performance criteria of this ordinance:

(a) Agricultural activity.

(b) Repairs to any Stormwater Treatment Practice deemed necessary by the City.

(c) Emergency actions as declared by the City.

(d) Land Disturbance Activities which do not meet the thresholds described for New Development, Major or Minor Expansion Projects, or Major Single-family Residential Projects as described herein.

Sec. 39 – 62. Performance Criteria for Stormwater Management.

Unless determined by the City to be exempt or granted a waiver, all site designs shall establish Stormwater Management Practices to control the peak flow rates and pollutants of stormwater discharge associated with specified design storms and runoff volumes, as detailed in the City of Wyoming *Water Resource Guidance Document*.

(1) New Development: Rate Control, Volume Control, and Water Quality standards shall apply to all New Development. The City Council may waive strict adherence with Rate Control, Volume Control, and Water Quality standards for redevelopment and new development which results in less than one acre of Land Disturbance. Best management practices addressing the potential water resource impacts associated with the proposed activity shall be incorporated to limit creation of impervious surface, maintain, or enhance on-site infiltration, control peak flow rates, and limit pollutant generation on and discharge from the Site. Best management practices may include site design and structural and nonstructural practices.

(2) Major Expansion Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Major Expansion Projects.

(3) Minor Expansion Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Minor Expansion Projects. As an alternative to meeting relevant Volume Control and Water Quality standards, an Applicant may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*. Provisions shall also be required to control the rate of run-off if determined to be necessary by the City Engineer.

(4) Major Single-family Residential Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Major Single-family Residential Projects. As an alternative to meeting relevant Volume Control and Water Quality standards, an Applicant may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*. Provisions shall also be required to control the rate of run-off if determined to be necessary by the City Engineer.

Sec. 39 – 63. Approval Required Prior to Permit or Subdivision.

No landowner or land operator shall receive a building permit, grading permit, or subdivision approval for any project involving Land Disturbance Activities subject to this ordinance until first meeting the requirements of this ordinance prior to commencing the proposed activity.

Sec. 39 – 64. Application Requirements.

Unless otherwise exempted by this ordinance, an application for stormwater management approval shall include the following as a condition for its consideration:

(1) A Stormwater Management Plan;

(2) A Maintenance Agreement.

The Stormwater Management Plan shall be prepared to meet the requirements of Sec. 39 - 62; the Maintenance Agreement shall be prepared to meet the requirements of Sec. 39 – 67. In lieu of preparation of a Stormwater Management Plan, Major Single-family Residential Projects and Minor Expansion Projects may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*.

Sec. 39 – 65. Application Requirements.

Applications shall include the following: five copies of the Stormwater Management Plan, three copies of the Maintenance Agreement, and the required escrow amount and application fee specified in Appendix A of the City Code.

Sec. 39 – 66. Waivers for Providing Stormwater Management.

Every Applicant shall provide for Stormwater Management, unless a waiver is granted. Requests to waive the Stormwater Management requirements shall be submitted to the City for approval.

The minimum requirements for Stormwater Management may be waived in whole or in part upon written request of the Applicant, if the City Engineer determines that at least one of the following conditions applies:

(1) It can be demonstrated that the proposed Land Disturbance Activity will not impair attainment of the objectives of this ordinance.

(2) Alternative minimum requirements for on-site management of stormwater discharges have been established in a Stormwater Management Plan that has been approved by the City.

(3) Provisions are made to manage stormwater by an Off-Site Facility. The Off-Site Facility is required to be in place, to be designed and adequately sized to provide a level of Stormwater Management that is equal to or greater than that which would be afforded by on-site practices and has a legally obligated entity responsible for long-term operation and maintenance of the stormwater treatment practice. In instances where at least one of the conditions above applies, the City may grant a waiver from strict compliance with Stormwater Management provisions that are not achievable, if acceptable mitigation measures are provided.

Sec. 39 – 67. Stormwater Treatment Maintenance Plan and Agreement.

During the application process, the City shall determine who the Responsible Party will be for ownership and maintenance of all Stormwater Treatment Practices. The Responsible Party shall enter into a Maintenance Agreement with the City that documents all responsibilities for operation and maintenance of all Stormwater Treatment Practices. Such responsibility shall be documented in a maintenance plan and executed through a Maintenance Agreement. The Maintenance Agreement shall be executed and recorded against the parcel.

(1) **Maintenance Agreement.** The stormwater Maintenance Agreement shall be in a form approved by the City, shall describe the inspection and maintenance obligations of this section and shall, at a minimum:

(a) Designate the Responsible Party, which shall be permanently responsible for maintenance of the structural or nonstructural measures.

(b) Pass responsibility for such maintenance to successors in title.

(c) Grant the City and its representatives the right of entry for the purposes of inspecting all Stormwater Treatment Practices as described in Sec. 39-67, (2) below.

(d) Allow the City the right to repair and maintain the facility, if necessary maintenance is not performed after proper and reasonable notice to the Responsible Party as described in Sec. 39-67, (4) below.

(e) Include a maintenance plan that contains, but is not limited to the following:

1. Identification of all structural Stormwater Treatment Practices.
2. A schedule for regular inspection, monitoring, and maintenance for each practice. Monitoring shall verify whether the practice is functioning as designed and may include, but is not limited to quality, temperature, and quantity of runoff.
3. Identification of the Responsible Party for conducting the inspection, monitoring, and maintenance for each practice.
4. Identify a schedule and format for reporting compliance with the Maintenance Plan to the City.

(2) **Inspection of Stormwater Facilities.** Inspection programs shall be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the National Pollutant Discharge Elimination System (NPDES) stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater treatment practices.
When any new Stormwater Treatment Practice is installed on private property, or when any new connection is made between private property and a public drainage control system, sanitary sewer, or combined sewer; the property owner shall grant to the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when the City has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

(3) **Records of Installation and Maintenance Activities.** The Responsible Party shall make records of the installation and of all maintenance and repairs of the stormwater treatment practices, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the Stormwater Treatment Practice and at other reasonable times upon request.

(4) **Failure to Maintain Practices.** If a Responsible Party fails or refuses to meet the requirements of the Maintenance Agreement, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the Stormwater Treatment Practice in proper working condition. In the event that the Stormwater Treatment Practice becomes a danger to public safety or public health, the City shall notify the Responsible Party in writing. Upon receipt of that notice, the Responsible Party shall have thirty days to perform maintenance and repair of the facility in an approved manner. After proper notice, the City may specially assess the owner(s) of the Stormwater Treatment Practice for the cost of repair work and any penalties; and the cost of the work shall be assessed against the property and collected along with ordinary taxes by the county.

Sec. 39 – 68. Financial Security.

(1) The City shall require the submittal of a letter of credit or other financial security in a form acceptable to the City in order to insure that the Stormwater Treatment Practices are installed by the permit holder as required by the approved Stormwater Management Plan. The amount of the security shall be 125% of the total estimated construction cost of the Stormwater Treatment Practices approved. The performance security shall contain forfeiture provisions for failure to complete work specified in the Stormwater Management Plan.

(2) The security shall be released in full only upon submission of "as built plans" and written certification by a registered professional engineer that the Stormwater Treatment Practice has been installed in accordance with the approved plan and other applicable provisions of this ordinance. The City will make a final inspection of the Stormwater Treatment Practice to ensure that it complies with the approved plan and the provisions of this ordinance. Provisions for a partial pro-rata release of the security based on the completion of various development stages may be done at the discretion of the City.

Sec. 39 – 69. Notice of Construction Commencement.

The Applicant must notify the City in advance before the commencement of construction. Regular inspections of the Stormwater Treatment Practice construction shall be conducted by the staff of the City or certified by a professional engineer or their designee, and the Applicant shall be responsible for the costs of such inspections. All inspections shall be documented and written reports prepared that contain the following information:

(1) The date and location of the inspection,

(2) Whether construction is in compliance with the approved Stormwater Management Plan,

(3) Variations from the approved construction specifications,

(4) Any violations that exist. If any violations are found, the Applicant shall be notified in writing of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by the City.

Sec. 39 – 70. As Built Plans.

All Applicants are required to submit actual "as built" plans for any Stormwater Treatment Practices located on-site after final construction is completed. As-built plans must show the final design specifications for all Stormwater Treatment Practices, and the plans must be certified by a professional engineer. A final inspection by the City is required before the release of any performance securities can occur. The City may waive certain requirements for the as built plans in the case of a Major Single-Family Residential Project or a Minor Expansion Project, provided the Applicant provides sufficient information to verify that the alternative improvements were installed as designed.

Sec. 39 – 71. Holds on Occupancy Permits

Occupancy permits will not be granted until all Stormwater Treatment Practices have been installed and accepted by the City, or a financial guarantee in a form acceptable to the City has been submitted to ensure completion.

Sec. 39 – 72. Duration of Approval; Revocation of Approval

(1) Approved plans issued under this section shall be valid from the date of approval through the date the City notifies the owner that all stormwater treatment practices have passed the final inspection required under approved conditions, or the approval is revoked.

(2) Revocation of the stormwater approval may be made by the City if requirements within this ordinance are not fulfilled, or the owner or Applicant is unable to fulfill the ordinance requirements. If an approval is revoked, the Applicant must resubmit a Stormwater Management Plan prior to proceeding with any subsequent Land Disturbance Activity.

Secs. 39 – 73 – 39 – 79. Reserved.

ARTICLE VI. STORMWATER ILLICIT DISCHARGE AND CONNECTION

Sec. 39 – 80. Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance and minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 39 – 81. Discharge Prohibitions.

(1) Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(a) The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wet-land flows, dechlorinated swimming pool discharges, firefighting activities, and any other water source not containing pollutants.

(b) Discharges specified in writing by the City as being necessary to protect public health and safety.

(c) Dye testing is an allowable discharge, but requires a verbal notification to the City prior to the time of the test. (d)

The prohibition shall not apply to any non-storm water 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.

(2) Prohibition of Illicit Connections

(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 the connection.

(c) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 39 – 82. Suspension of MS4 Access.

(1) Suspension due to illicit discharges in emergency situations.
The City Council may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

(2) Suspension due to the detection of illicit discharge.
Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its MS4 access. The violator may petition the City for reconsideration and a hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City.

Sec. 39 – 83. Industrial or Construction Activity Discharges.

Any person subject to an industrial or construction activity NPDES storm water 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 City Council prior to the allowing of discharges to the MS4.

Sec. 39 – 84. Monitoring of Discharges.

(1) Applicability. This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

(2) Access to Facilities.

(a) The City shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.

(b) Facility operators shall allow the City 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 storm water, and the performance of any additional duties as defined by state and federal law.

(c) The City shall have the right to set up on any permitted facility such devises as are necessary in the opinion of the City to conduct monitoring and/or sampling of the facility's storm water discharge.

(d) The City has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devises used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(f) Unreasonable delays in allowing the City access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of the facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(g) If the City has been refused access to any part of the premises from which stormwater is discharged, and the City is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 39 – 85. Requirement to prevent, control, and reduce storm water pollutants by the use of best management practices.

The City will adopt requirements identifying Best Management Practices (BMPs) of any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 39 – 86. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property 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 lessee 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.

Sec. 39 – 87. 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 storm water, the storm drain system, or water of the U.S. 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 in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City within three business days of the phone notice. 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 recurrence. Such records shall be retained for at least three years.

Sec. 39 – 88. Enforcement.

(1) Notice of Violation. Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

(a) The performance of monitoring, analysis, and reporting;

(b) The elimination of illicit connections or discharges;

(c) That violating discharges, practices, or operations shall cease and desist;

(d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

(e) Payment of a fine to cover administrative and remediation costs;

(f) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator 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 shall be charged to the violator.

Sec. 39 – 89. Enforcement Measures after Appeal.

If the violation had not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 15 days of the decision of the municipal authority upholding the decision of the City, then representatives of the City shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Sec. 39 – 90. Cost of Abatement of the Violation.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the City by reason of such violation.

Sec. 39 – 91. Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. If a person has violated and continues to violate the provisions of this ordinance, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 39 – 92. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Sec. 39 – 93. Violations deemed a 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 ordinance 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, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 39 – 94. Criminal Prosecution.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of $1,000.00 dollars per violation per day and/or imprisonment for a period of time not to exceed 90 days. The City may recover all attorney's fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

(ORDINANCE NO. 2018-04)

STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF WYOMING

ORDINANCE NO. 2025-01

AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES, CHAPTER 39 STORMWATER MANAGEMENT, ARTICLE 1, SECTION 39 – 3 PURPOSE.

NOW THEREFORE, it is hereby ordained by the City Council of the City of Wyoming, Chisago County, Minnesota, that the following Sections of Chapter 39, Article 1, Sec 39-3 Purpose is to be amended as follows:

Chapter 39. STORMWATER MANAGEMENT

ARTICLE I. ADMINISTRATION

Sec. 39 – 1. Reference.

This Ordinance shall be known, cited, and referred to as the City of Wyoming Stormwater Management Ordinance except as referred to herein, where it shall be known as "this Ordinance."

Sec. 39 – 2. Findings.

The City of Wyoming hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion and areas containing restrictive soils adversely affects the public health, safety and general welfare by impacting water quality and contributing to other environmental problems, creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the City of Wyoming to provide adequate water, sewage, flood control, and other community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in such areas and in areas which may be affected by unplanned land usage.

Sec. 39 – 3. Purpose.

(1) The general purpose of this Ordinance is to establish regulatory requirements for land development and land disturbing activities aimed at minimizing the threats to public health, safety, public, and private property and natural resources within the community resulting from construction site erosion and post-construction stormwater runoff.

(2) Statutory Authorization. This Ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes Chapters 103B and 462; Minnesota Rules, Parts 6120.2500-6120.3900, Minnesota Rules Chapters 8410, 8420 and 70510.0210.

(3) This Ordinance is intended to meet the current construction site erosion and sediment control and post-construction stormwater management regulatory requirements for construction activity and small construction activity (NPDES Permit) as defined in 40 CFR pt. 122.26(b)(14)(x) and (b)(15), respectively. This ordinance is intended to meet the Minimal Impact Design Standards (MIDS) developed under Minnesota Statutes 2009, Section 115.03, subdivision 5c. Further, the design standards and requirements set forth in the City’s Plan Requirements and Design Guidelines are adopted and incorporated into this article by reference as if fully set forth.

Sec. 39 – 4. Applicability.

Every applicant for a building permit, subdivision approval, or a permit to allow land disturbing activities must submit a stormwater management plan to the City Zoning Administrator. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the Stormwater Pollution Prevention Plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this ordinance. The provisions of this ordinance apply to all land, public, or private, located within the City of Wyoming, Chisago County, Minnesota.

Sec. 39 – 5. Responsibility for Administration.

The City of Wyoming shall administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the City may be delegated in writing by the City Administrator to persons or entities acting in the beneficial interest of or in the employ of the city.

Sec. 39 – 6. Incorporation by Reference

The City of Wyoming *Water Resource Guidance Document*, dated September 2011, as it may be amended from time to time, is hereby incorporated into this ordinance as if fully set forth herein. The Document shall serve as the official guide for stormwater principles, methods, and practices for proposed development activities.

Sec. 39 – 7. Compatibility with Other Regulations.

This Ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this Ordinance 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.

Sec. 39 – 8. Exemptions.

(1) Any part of a subdivision if a plat for the subdivision has been approved by the City Council on or before the effective date of this ordinance;

(2) Any land disturbing activity for which plans have been approved by Comfort Lake Forest Lake Watershed District within six months prior to the effective date of this, ordinance;

(3) A lot for which a building permit has been approved on or before the effective date of this ordinance;

(4) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles; or

(5) Emergency work to protect life, limb, or property.

Sec. 39 – 9. Variance.

The City Council upon recommendation of the Planning Commission, may waive any requirement of this ordinance based upon the same criteria set forth in Section Wyoming City Code Sec. 40 – 120, and the waiver of such requirement will not adversely affect the standards and requirements set forth in Chapter 39. The City Council may require as a condition of the waiver, such dedication, or construction, or agreement to dedicate or construct as may be necessary to adequately meet said standards and requirements.

Sec. 39 – 10. Appeals

Any person aggrieved by the action of any official charged with the enforcement of this ordinance, as the result of the disapproval of a properly filed application for approval, issuance of a written notice of violation, or an alleged failure to properly enforce the ordinance in regard to a specific application, shall have the right to appeal the action to the City.

(1) The Applicant shall submit the appeal in writing and include supporting documentation.

(2) City staff shall make a decision on the appeal within 15 business days of receipt of a complete appeal application.

(3) The Applicant may appeal the decision of city staff to the city council. This appeal must be filed with the City within 30 days of City staff's decision.

Sec. 39 – 11. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance, which shall remain in full force and effect.

Secs. 39 – 12 – 39 – 19. Reserved.

ARTICLE II. ENFORCEMENT

Sec. 39 – 20. Violations.

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and shall be subject to a maximum fine or maximum period of imprisonment, or both, as specified by Minnesota Statutes Section 609.03. Each additional day that the property remains in violation of this Chapter shall constitute a separate violation of this Chapter and may be prosecuted accordingly.

Sec. 39 – 21. Notice of Violation.

When the City determines that an activity is not being carried out in accordance with the requirements of this ordinance, it shall issue a written notice of violation to the owner of the property. The notice of violation shall contain:

(1) The name and address of the owner or Applicant,

(2) The address when available or a description of the land upon which the violation is occurring,

(3) A statement specifying the nature of the violation,

(4) A description of the remedial measures necessary to bring the development activity into compliance with this ordinance and a time schedule for the completion of such remedial action,

(5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed, and

(6) A statement that the determination of violation may be appealed to the City by filing a written notice of appeal within fifteen (15) days of service of notice of violation.

Sec. 39 – 23. Stop Work Orders.

Persons receiving a notice of violation will be required to halt all construction activities. This Stop Work Order will be in effect until the City confirms that the Land Disturbance Activity is in compliance and the violation has been satisfactorily addressed. Failure to address a notice of violation in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this ordinance.

Sec. 39 – 24. Civil and Criminal Penalties.

In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this ordinance shall be guilty of a misdemeanor and subject to prosecution. Such person shall be guilty of a separate offense for each day during which the violation occurs or continues.

Sec. 39 – 25. Restoration of Lands.

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take action to require the restoration. Any violation of the provisions of this ordinance continuing for a period of more than 7 days shall be deemed to be a public nuisance endangering the public health and welfare.

Secs. 39 – 26 – 39 – 29. Reserved.

ARTICLE III. DEFINITION OF TERMS.

Sec. 39 – 30. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) **Applicant.** A property owner or agent of a property owner who has filed an application for a stormwater management approval.

(2) **Best Management Practices (BMPs).** 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 storm water, receiving waters, or storm water 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.

(3) **Channel.** A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

(4) **Contractor.** The party who signs the construction contract or development agreement with the city to construct a project.

Where the construction project involves more than one contractor, the general contractor shall be the contractor that is responsible pursuant to the obligations set forth in this ordinance.

(5) **Construction Activity.** Activity subject to NPDES Construction Permits. These include 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.

(6) **Dewatering.** The removal of water for construction activity such as the removal of temporary sediment basin water or appropriated surface or groundwater to dry and/or solidify a construction site.

(7) **Erosion.** The wearing away of the ground surface as a result of the movement of wind, water, ice and/or land disturbance activities.

(8) **Erosion Prevention.** Measures employed to prevent erosion. Examples include, but are not limited to: soil stabilization practices, limited grading, mulch, temporary or permanent cover, and construction phasing.

(9) **Final Stabilization.**

(a) All soil disturbing activities at the site have been completed and a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed;

(b) For individual lots in residential construction by the contractor, the contractor must either: (A) complete final stabilization as specified above, or (B) establish temporary stabilization including perimeter controls for an individual lot prior to occupation of the structure. If the contractor chooses (B), it must inform the owner in writing of the need for, and benefits of, final stabilization;

(c) For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land) final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters and drainage systems and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization criteria in subparts (a) or (b) above;

(d) The contractor must clean out all sediment from conveyances and from temporary sedimentation basins that are to be used as permanent water quality management basins. Sediment must be stabilized to prevent it from washing back into the basin, conveyances or drainage ways discharging off-site or to surface waters. The cleanout of permanent basins must be sufficient to return the basin to design capacity. All drainage ditches constructed to drain water from the site after construction is complete must be stabilized to preclude erosion; and

(e) All temporary synthetic and structural erosion prevention and sediment control. BMPs (such as silt fence) must be removed as part of the final stabilization on the site.

(10) **Hazardous Materials.** 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.

(11) **Illegal Discharge.** Any direct or indirect non-stormwater discharge to the storm drain system. (12) **Illicit Connections.** Are defined as either of the following:

(a) 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 sewage, process wastewater, wash water 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 an City; or

b) 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.

(13) **Impervious Surface.** 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 development. Examples include rooftops, sidewalks, patios, parking lots, storage areas and concrete, asphalt, or gravel driveways or roads.

(14) **Industrial Activity.** Activities subject to NPDES Industrial Stormwater Permits as defined in 40 CFR, Section 122.26 (b) (14).

(15) **Land Disturbance Activity.** Any activity that changes the volume or peak discharge rate of stormwater runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity that bares soil or rock or involves the diversion or piping of any natural or fabricated watercourse.

(16) **Land Disturbing Activity.** Any land change that may result in soil erosion from water or wind and the movement of sediments into or upon waters or lands within the city's jurisdiction, including, but not limited to, clearing, grubbing, grading, excavating, transporting and filling.

(17) **Maintenance Agreement.** A document recorded against the property which provides for long-term maintenance of stormwater treatment practices.

(18) **Major Expansion Project.** Any construction, alteration, or improvement which disturbs one acre or more in area or which increases the Impervious Area by one-half acre or more and where the existing land use is commercial, industrial, institutional, or multi-family residential. For the purposes of this section, the area of disturbance when repaving or reclaiming an existing paved surface shall only include those areas where soil beneath the existing gravel base is disturbed

(19) **Major Single-family Residential Project:**

(a) Any subdivision, as defined by law, which result in one or two additional single-family detached lots; or

(b) Any construction, alteration, or improvement which: 1) disturbs one acre or more in area and increases Impervious Area by more than 1,000 square feet; or 2) increases Impervious Area by more than 5,000 square feet.

(20) **Minor Expansion Project.** Any construction, alteration, or improvement which increases the Impervious Area by more than 5,000 square feet and less than one-half acre where the existing land use is commercial, industrial, institutional, or multi-family residential.

(21) **Municipal Separate Storm Sewer System (MS4).** The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned and operated by the City of Wyoming and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.

(22) **National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit.** A permit issued by Minnesota Pollution Control Agency that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

(23) **New Development:**

(a) Any subdivision, as defined by law. For the purposes of this Chapter, a subdivision creating less than three new single-family detached lots shall not be considered New Development, but should instead be considered a Major Single-family Residential Project.

(b) Construction of a principal structure on an existing vacant lot. For the purposes of this Chapter, construction of a detached single-family home shall not be considered New Development.

(c) Redevelopment of a property which results in the removal of more than 50 percent of the market value of the principal structure and such removal is followed by reconstruction. For the purposes of this Chapter, redevelopment of a single-family detached home shall not be considered New Development.

(24) **Nonpoint Source Pollution.** Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

(25) **Non-Stormwater Discharge.** Any discharge to the storm drain system that is not composed entirely of stormwater.

(26) **NOT.** Notice of Termination for NPDES coverage.

(27) **Off-Site Facility.** A stormwater management measure located outside the subject property boundary described in the permit application for land development activity.

(28) **Owner.** The person or entity with a legal or equitable interest in the land on which the construction activities will occur. (29)**Permanent Cover.** Shall mean **Final Stabilization** (70 percent perennial vegetation established)

(30) **Person.** Any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting either as the owner or as the owner's agent.

(31) **Pollutant.** Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and

particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

(32) **Premises.** Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

(33) **Responsible Party.** The entity which will be responsible for ownership and maintenance of Stormwater Treatment Practices.

(34) **Sediment.** The product of an erosion process; solid material both mineral and organic, that is in suspension, is being transported, or has been moved by water, air or ice, and has come to rest on the earth's surface either above or below water level.

(35) **Sediment Control.** Methods employed to prevent Sediment from leaving the site. Sediment Control practices include but are not limited to 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.

(36) **Site:**

(a) For New Development any tract, lot or parcel of land or combination of tracts, lots, or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where development is to be performed as part of a unit, subdivision, or project.

(b) For a Major Expansion Project, Minor Expansion Project or Major Single-family Residential Project the area of new construction, as shown on an approved site plan, or the original parcel. Final determination of the applicable area for stormwater management shall be made by the City

(37) **Stabilized.** The exposed ground surface after it has been covered by appropriate materials such as straw mulch, hydraulic mulch matrix, staked sod, riprap, wood fiber blankets, or other material that prevents erosion from occurring. Grass seeding is not considered stabilization.

(38) **Stop Work Order.** An order which requires that all construction activity on a Site be stopped.

(39) **Storm Drainage System.** Publicly owned facilities by which stormwater is collected and/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.

(40) **Stormwater Management.** The use of structural or non-structural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, and/or peak discharge rates.

(41) **Stormwater Management Plan.** A set of drawings or other documents submitted by a person as a prerequisite to obtaining a stormwater management approval, which contains all of the required information and specifications pertaining to Stormwater Management.

(42) **Stormwater Pollution Prevention Plan (SWPPP).** A plan for stormwater discharge that includes erosion prevention measures and sediment controls that, when implemented, will minimize soil erosion on a parcel of land, and minimize off- site nonpoint pollution to the maximum extent practicable.

(43) **Stormwater.** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

(44) **Stormwater Runoff.** The flow on the surface of the ground, resulting from precipitation.

(45) **Stormwater Treatment Practices (STPs).** Measures, either structural or nonstructural, that are determined to be the most effective and practical means of preventing or reducing point source or nonpoint-source pollution inputs to stormwater runoff and waterbodies.

(46) **Surface Water or Waters.** All streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, wells, reservoirs, aquifers, irrigation systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private.

(47) **Temporary Erosion Protection.** Short-term methods employed to prevent erosion. Examples of these methods include: straw, wood fiber blanket, wood chips, and erosion netting.

(48) **Wastewater.** Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

(49) **Watercourse.** A natural or fabricated ditch, stream, creek, or other defined channel intended for the conveyance of water, runoff, groundwater discharge, or similar hydraulic or hydrologic purpose.

(50) **Water Quality Volume (WQv).** The runoff storage volume needed to treat the specified phosphorus loading as determined in the City of Wyoming *Water Resource Guidance Document*.

(51) **Watershed.** The total drainage area contributing runoff to a single point. Secs. 39 – 31 – 39 – 39. Reserved.

ARTICLE IV. CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

Sec. 39 – 40. Purpose.

The purpose of this Article is to promote, preserve, and enhance the natural resources within the City of Wyoming by regulating Land Disturbing or development activities that would have an adverse and potentially irreversible impact on water quality and unique and fragile environmentally sensitive land. This ordinance sets forth the following standards and procedures in order to control land disturbances and/o r development activities that may impact water quality and/or impact environmentally sensitive land.

Sec. 39 – 41. Applicability.

Every individual or entity applying for a permit to allow Land Disturbing Activities of one acre or greater, including activities on land that is part of a common plan for development that collectively will disturb land one acre or greater must submit a Storm Water Pollution Prevention Plan to the city engineer. No building permit, subdivision approval or development permit to allow Land Disturbing Activities shall be issued by the city until approval of the Storm Water Pollution Prevention Plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this ordinance. Any Land Disturbing Activity that is less than one acre that is issued by the city must adhere to Sec. 39-
45 and Sec. 39-47 of this ordinance, with the exception of the inspection and record keeping requirements of these Sections.

Sec. 39 – 42. Exemptions.

The following activities are exempt from the Storm Water Pollution Prevention Plan requirement of this ordinance:

(1) Any part of property located in a subdivision if the preliminary plat for the subdivision has been approved by the city council on or before the effective date of this ordinance;

(2) Property for which a building permit has been approved by the city on or before the effective date of this ordinance;

(3) Installation of fence, sign, telephone, cable television, electric and other kinds of posts or poles, or utility lines or service connections to these utilities which result in creating under one acre of exposed soil;

(4) Emergencies posing an immediate danger to life or property, or substantial flood or fire hazards; (5) Routine agricultural crop management practices;
(6) Digging and filling of graves at a cemetery; or

(7) Refuse disposal sites controlled by other governmental regulations.

Sec. 39 – 43. Storm Water Pollution Prevention Plan and Erosion and Sediment Control Submittal Procedures.

(1) Submittal. Every individual or entity that has applied for a NPDES permit pursuant to this ordinance shall submit a Storm Water Pollution Prevention Plan for sites disturbing one acre or greater or an Erosion and Sediment Control Plan for land disturbances less than one acre to the City's Zoning Administrator in accordance with the requirements and approval standards set forth in Sec. 39-44 and Sec. 39-45 of this ordinance. Sites disturbing greater than 5,000 square feet and less than 1 acre will need to submit an erosion and sediment control plan to the City's Zoning Administrator for approval. No building permit, subdivision approval or permit to allow Land Disturbing Activities shall be issued until the city engineer approves this Plan. If it chooses, the applicant may have the Storm Water Pollution Prevention Plan reviewed by the appropriate departments of the city prior to submitting the Plan.

(2) Financial Security and Fees. All Storm Water Pollution Prevention Plan submittals shall be accompanied by a letter of credit, or cash equal to the required escrow amount and a separate check for the application fee specified in the City Fee Schedule.

Sec. 39 – 44. Storm Water Pollution Prevention Plan Requirements.

At a minimum, the Storm Water Pollution Prevention Plan shall contain the following information:

(1) The name and address of the applicant, a legal description of the site, north point, date and scale of drawing and number of sheets;

(2) An existing site map: a map of existing site conditions showing the site and immediately adjacent areas, which shall include the following information;

(a) Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions and districts or other landmarks;

(b) Existing topography with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two feet;

(c) A delineation of all Surface Waters located on and immediately adjacent to the site, including depth of water, a description of all vegetation which may be found in the water, a statement of general water quality and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, and/or the United States Army Corps of Engineers;

d) The location and dimensions of existing Storm Water drainage systems and natural drainage patterns on and immediately adjacent to the site delineating the direction and the rate the Storm Water is conveyed from the site, identifying the receiving stream, river, public water, or wetland and setting forth those areas of the unaltered site where Storm Water collects;

(e) A description of the soils of the site, including a map indicating soil types of areas to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and for the type of sewage disposal proposed which describes any remedial steps to be taken by the applicant to render the soils suitable;

(f) The location and type of vegetative cover on the site and clearly delineating any vegetation proposed for removal; and

(g) 100-year floodplain, flood fringes and floodways boundaries.

(3)A site construction plan which shall include the following information:

(a) Locations and dimensions of all proposed Land Disturbing Activities and any phasing of those activities;

(b) Locations and dimensions of all temporary soil or dirt stockpiles;

(c) Locations and dimensions of all Erosion Prevention measures and Best Management Practices necessary to meet the requirements of this ordinance;

(d) Schedule of anticipated start and completion dates of each Land Disturbing Activity including the dates of installation of Erosion Prevention measures for each phase needed to meet the requirements of this ordinance; and

(e) Provisions for maintenance of the Erosion Prevention measures prior to Final Stabilization.

(4)A plan of final site conditions, which shall include the following information:

(a) Finished grading shown at contours at the same interval as provided on the existing site map to clearly indicate the relationship of proposed changes to the site's existing topography and remaining features;

(b) A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials that will be added to the site;

(c) A drainage plan of the developed site delineating in which direction and the rate Storm Water will be conveyed from the site and setting forth the areas of the site where Storm Water will be allowed to collect;

(d) The proposed size, alignments and intended use of any structures to be erected on the site;

(e) A clear delineation and tabulation of all Impervious Surfaces to be installed on the site, including a description of the surfacing material to be used;

(f) Any other information pertinent to the particular project which in the opinion of the applicant is necessary for the review of the project; and

(g) A copy of the applicant's Minnesota Pollution Control Agency's Permit for discharging Storm Water from construction activity (MN R100001).

Sec. 39 – 45. Storm Water Pollution Prevention Plan Approval and Performance Standards.

No Storm Water Pollution Prevention Plan that fails to meet the standards set forth in this ordinance shall be approved by the city. All of the following requirements shall be adhered to during the construction on the site.

(1) Site Dewatering and Basin Draining: Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydrocyclones, swirl concentrators, or other appropriate controls as appropriate. Water shall not be discharged in a manner that causes Erosion, scour, sedimentation, or flooding of the site, receiving channels or wetlands.

(2) Construction Site Waste:

(a) Solid waste: All waste and unused building materials (including, but not limited to, collected Sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, demolition debris) must be disposed of properly and shall comply with disposal requirements as set forth by the Minnesota Pollution Control Agency.

(b) Hazardous/toxic materials: Oil, gasoline, paint, and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharges. Access to storage areas for these materials must be restricted in order to prevent vandalism. All storage and disposal of hazardous or toxic materials must be in compliance with requirements set forth by the Minnesota Pollution Control Agency.

(c) Liquid waste: All other non-Storm Water discharges (including, but not limited to, concrete truck washout, vehicle washing or maintenance spills) conducted during the construction activity shall not be discharged to any Surface Waters.

(d) External washing of any equipment shall be limited to a defined area of the site. All runoff must be contained.
Waste must be disposed of properly. No engine degreasing shall be allowed on the site.

(e) All liquid and solid waste generated by any concrete washout operations on the site must be contained in a leak proof facility or impermeable liner. Concrete waste must not come into contact with the ground. No runoff from concrete washout operations or areas is permitted. Concrete waste must be disposed of properly and in compliance with applicable Minnesota Pollution Control regulations.

(3) Tracking: All roads, access drives and parking areas must utilize a temporary tracking pad and must be of sufficient width and length to prevent Sediment from being tracked onto public or private roadways and/or the Storm Water conveyance system. Temporary tracking pads must be installed and maintained in all locations on the site where vehicles enter and exit.

(4) Storm Drain Inlet Protection: All storm drain inlets must be protected by appropriate Best Management Practices during construction until all sources with potential for discharging to the inlet have been Stabilized.

(5) Site Erosion Control: The following criteria shall apply only to construction activities that result in runoff leaving the site:

(a) Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as follows: sheet flow runoff from adjacent areas greater than 10,000 square feet in area shall also be diverted around disturbed areas, unless shown to have resulted runoff rates of less than 0.5 feet per second across the disturbed area for a one hundred year storm event. Diverted runoff shall be conveyed in a manner that will not cause Erosion, scour, Sedimentation or flooding of the conveyance and receiving waters;

(b) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time;

(c) Runoff from the entire disturbed area on the site shall be controlled by meeting subsections 1 through 6 of this subpart:

1. All exposed soil areas must have Temporary Erosion Protection or Permanent Cover for the exposed soil areas for the entire year as soon as possible, but in no case any later than 14 days after construction activity on that portion of the site has temporarily or permanently ceased;

2. The normal wetted perimeter of a temporary or permanent drainage ditch that drains water for the project site or diverts water around the project must be Stabilized. Stabilization must occur within 24 hours of connecting to a surface water;

3. Pipe outlets must have temporary or permanent energy dissipation within 24 hours of connection to a surface water;

4. When possible, all slopes must be graded in such a fashion that any tracking marks made from heavy equipment are perpendicular to the slope; and

5. Land Disturbance Activities that are one acre or greater that drain to a discharge point within the distance of a Special or Impaired Water as specified in the current version of the Minnesota Pollution Control Agency Construction Site General Permit must be Stabilized as soon as possible, but in no case later than seven days after construction activity in that portion of the site has temporarily or permanently ceased.

6. Land Disturbance Activities that are less than one acre that drain to a discharge point within 1000 feet of a Special or Impaired Water must be Stabilized as soon as possible, but in no case later than seven days after construction activity in that portion of the site has temporarily or permanently ceased.

(6) Site Sediment Control: The following criteria shall apply only to construction activities that result in runoff leaving the site:

(a) Silt fences or equivalent control measures shall be placed on the downslope sides of the site and installed alongthe contour. If a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce the amount of Sediment reaching the channel. The use of silt fences or equivalent control measures must be properly maintained during construction activities.

(b) For sites that have more than 10 acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sedimentation basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent of the area draining to the basin, be at least three feet deep and be constructed in accordance with accepted design specifications. Sediment shall be removed on a regular basis in order to maintain a minimum depth of three feet. The basin discharge rate shall also be sufficiently low as to not cause Erosion, scour, sedimentation or flooding of the discharge channel or receiving water.

(c) Any soil or dirt storage piles containing more than 10 cubic yards of material should not be located with a downslope drainage length of less than 25 feet from the toe of the storage pile to a roadway or drainage channel. If remaining for more than 14 days, it shall be Stabilized. Erosion from piles which will be in existence for less than 14 days shall be controlled by placing straw bales or silt fence barriers around the pile. In street utility repair or construction soil or dirt storage piles located closer than 25 feet of a roadway or drainage channel must be covered with tarps or suitable alternative controls. All downstream storm drain inlets must be protected with an appropriate inlet protection device.

(7) Site Restoration: All areas on the site that are disturbed during construction must be restored. The types of permanent restoration being used on the site shall be clearly shown on the plans including, but not limited to, sod, seed, impervious cover, and structures. In areas where vegetation is to be established, at least six inches of topsoil must be used. In areas where vegetation will be maintained, the city encourages the use of a combination of topsoil and compost equivalent to six inches of topsoil. Areas in which the topsoil or topsoil/compost mixture has been placed and finish-graded or areas that have been disturbed and other grading or site building construction operations are not actively underway must be temporarily or permanently restored as set forth in the following requirements:

(a) Areas that have a slope of less than 3:1 must be seeded and mulched within 14 days of the area not being actively worked or 7 days for sites that have impaired waterbodies that are within one mile and down gradient and drain to waterbody.

(b) Areas that have a slope greater or equal to 3:1 must be seeded and Erosion control blankets must be placed in accordance with city engineering standard detail WY-EC-4 within 14 days of the area not being actively worked or 7 days for sites that have impaired waterbodies that are within one mile and down gradient and drain to waterbody.

(c) All seeded areas must either be mulched and disc anchored, hydromulched, or covered by Erosion control blankets to reduce Erosion and protect the seed. Temporary or permanent mulch must be disc anchored and applied at a uniform rate of two tons per acre with at least 90 percent coverage.

(8) Special and Impaired Waters:

(a) Additional BMPs together with enhanced runoff controls are required for discharge from a site to Special and Impaired Water as defined by Appendix A of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity, parts A, B and section 1 of part C.

(b) For areas of the site that drain to a discharge point that is within the distance as specified in the current version of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity and drains to a Special or Impaired Water and the Land Disturbance Activity is one acre or greater in size, the BMPs identified in Appendix A, part C of the Minnesota Pollution Control Agency General Storm Water Permit for Construction Activity are required. Land Disturbance Activities that are less than one acre in size must comply with this requirement only if they are draining to a Special or Impaired Water and are within 1000 feet of that body of water.

Sec. 39 – 46. Storm Water Pollution Prevention Plan Review Procedures.

(1) Process: Storm Water Pollution Prevention Plans meeting the requirements of this ordinance must be approved by the city engineer or their designated representative in accordance with the standards of this ordinance.

(2) Duration: Storm Water Pollution Prevention Plan approval shall expire one year from the date of the city engineer's approval of the Plan unless construction has commenced. However, if prior to the date of expiration of the approval, the applicant makes a written request to the city engineer for an extension of time to commence construction setting forth the reasons for the requested extension, the city engineer may grant one extension that shall not exceed one year. Receipt of any applicant's request for an extension shall be acknowledged in writing by the city engineer within 15 days of receipt. The city engineer shall make a decision on the extension request within 45 days of receipt.

(3) Condition: A Storm Water Pollution Prevention Plan may be approved subject to compliance with conditions imposed by the city that are reasonable and necessary to ensure that the requirements of this ordinance are met. Conditions that may be imposed include, but are not limited to: limiting the size, kind or character of the proposed improvements; requiring the construction of structures, drainage facilities, storage basins and other facilities; requiring replacement of vegetation; establishment of monitoring procedures; staging the work over a period of extended time; requiring alteration of the site's design to insure buffering; or requiring conveyance of necessary lands or easements to the city or other public entity.

Sec. 39 – 47. Inspection and Maintenance Requirements.

(1) The applicant shall be responsible at all times for the maintenance and proper operation of all Erosion Prevention and Sediment Control measures. The applicant shall also inspect, maintain and repair all disturbed surfaces, Erosion Prevention measures, Sediment Control measures and soil stabilization measures on the site at least once each day that any work is performed on the site. If no work is performed on the site on a daily basis, the inspection, maintenance and repair by the applicant shall continue at least once every seven days, until the Land Disturbing Activity has ceased. Thereafter, the applicant shall continue perform these responsibilities at least once every seven days until Stabilization. The applicant shall maintain a record of all of its activities required by this subpart for inspection by the city upon request.

(2) The applicant must inspect the construction project within 24 hours of a rainfall event of one-half inch or greater in a 24 hour period.

(3) All inspections and maintenance activities conducted on the site during construction must be recorded in writing and must be retained with the Storm Water Pollution Prevention Plan. Records of each inspection and maintenance activity shall include the following information:

(a) Date and time of inspection;

(b) Name(s) of persons conducting the inspection;

(c) Findings of inspections, including recommendations for corrective actions;

(d) Corrective actions taken, including the dates, times and the name of the party completing the corrective action;

(e) Date and the amount of rainfall events that are greater than one-half inch in a 24 hour period; and

(f) Documentation of any changes made to the Storm Water Pollution Prevention Plan.

(4) If upon inspection of the site, the city finds that any private storm water 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 storm water facilities; the applicant shall be sent a written notice that includes the city's findings, what actions are required to correct the situation, and a date or dates by which such actions must be completed. The applicant shall have a maximum of seven days from the date of the notice to reply to the city in writing indicating their response to the notice. 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 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 escrow amount. If the escrow amount 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 storm water facilities that were maintained, repaired or replaced by the city. This amount may be certified by the city to the County Auditor of Chisago County, Minnesota and shall be collected in the same manner as the collection of real estate taxes.

(5) All Erosion and Sediment BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with a functional BMP. The applicant shall investigate and comply with the following BMP inspection and maintenance requirements:

(a) All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the Sediment reaches one third of the height of the fence. Repairs shall be made within 24 hours of discovery or as soon as field conditions allow access.

(b) Temporary and permanent sedimentation basins must be drained and the Sediment must be removed when the depth of the Sediment collected in the basin reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of discovery or as soon as field conditions allow access.

(c) Surface water, including drainage ditches and conveyance systems, must be inspected for evidence of Sediment being deposited by Erosion. The applicant shall remove all deltas and Sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems and must restabilize the areas where Sediment removal results in exposed soil. The removal and stabilization must take place within seven days of discovery unless precluded by legal, regulatory, or physical access constraints. In the event of an access constraint, the applicant shall use all reasonable efforts to obtain access. If access is precluded, removal and stabilization must take place within seven calendar days of obtaining access. The applicant is responsible for contacting all local, regional, state, and federal authorities and obtaining any required permits prior to conducting any work.

(d) Construction site vehicle exit locations must be inspected for evidence of off-site Sediment tracking onto paved surfaces. Tracked Sediment must be removed from all off-site paved surfaces within 24 hours of discovery, or if possible, a shorter amount of time.

(e) The applicant is responsible for the operation and maintenance of temporary and permanent water quality management BMPs, as well as Erosion Prevention and Sediment Control BMPs for the duration of the construction work on the site. The applicant remains responsible until another party has assumed control over all areas of the site that have not been finally Stabilized or the site has undergone Final Stabilization and a NOT has been submitted to the Minnesota Pollution Control Agency.

(f) If Sediment escapes the construction site, off-site accumulations of Sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.

(6) All infiltration areas must be inspected to ensure that no Sediment from ongoing construction activities is reaching the infiltration area and these areas are protected from compaction caused by construction equipment driving across the infiltration area.

(7) The applicant must ensure Final Stabilization of the project. The applicant must submit a NOT within 30 days of Final Stabilization being achieved, or another party assuming control on all areas of the project that have not achieved Final Stabilization.

Sec. 39 – 48. Notification.

The applicant shall notify the City at the following points during construction:

(1) Upon completion of the installation of perimeter Erosion and sedimentation controls;

(2) Upon completion of Land Disturbing Activities but before putting into place measures for final soil stabilization and
Permanent Cover;

(3) When the site has been permanently Stabilized and Permanent Cover has been established; and

(4) When all Temporary Erosion Protection and Sediment Controls have been removed from the site.

Sec. 39 – 49. Noncompliance and Enforcement Procedures.

(1) Notice of Noncompliance. In the event that any work on the site does not conform to the approved Storm Water Pollution Prevention Plan or any of the requirements listed in the provisions of this ordinance, the city engineer or their 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 the corrective work begin immediately.

(2) 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 their designee may issue an order for the city to stop all inspections required for land use or building permit approvals until all corrective actions identified in the notice of noncompliance are completed. The applicant shall notify the city engineer or their designee upon completion of the corrective action. Once the city engineer has verified that corrective action has been taken, they shall inform the city and the city shall resume inspections on the site no later than the following business day.

(3) Action Against the Financial Securities.
If the corrective action identified in the notice of noncompliance are not completed within the time specified in the notice, the city may 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 in order to reimburse the city for its costs incurred in the process of corrective work including, but not limited to, staff time and attorneys' fees.

(a) The applicant ceases Land Disturbing Activities and/or filling and abandons the site prior to completion of the city-approved grading plan;

(b) The applicant fails to conform to the city-approved grading plan and/or the Storm Water Pollution Prevention
Plan, or related supplementary instructions issued by the city;

(c) The techniques utilized under the Storm Water Pollution Prevention Plan fail within one year of installation;

or

(d) Emergency action is required pursuant to subpart (4) listed below.

(4) Emergency Action. If circumstances exist such that noncompliance with this ordinance poses an immediate danger to the public health, safety or welfare, as determined by the city, 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.

(5) Nothing contained herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation of this section, including, but not limited to, seeking a civil injunction or a restraining order.

Sec. 39 – 50. Right of Entry.
Right of Entry and Inspection: The applicant shall allow the city and its authorized representatives, upon presentation of credentials to:

(1) Enter upon the site for the purpose of obtaining information, examination of records, conducting surveys or investigations;

(2) Bring such equipment upon the site as is necessary to obtain information, conduct surveys or investigations;

(3) Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept pursuant to this ordinance;

(4) Inspect the Erosion control and Sediment Control measures required by the City or the Storm Water Pollution Prevention Plan; and

(5) Sample and monitor any items or activities pertaining to 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.

Secs. 39 – 51 – 39 – 59. Reserved.

ARTICLE V. STORMWATER MANAGEMENT

Sec. 39 – 60. Purpose

Land development projects, and associated increases in impervious cover, alter the hydrologic response of local watersheds. Increases in stormwater runoff rates and volumes, flooding, erosion, sediment transport and deposition, and water-borne pollutants can be controlled and minimized through the regulation of stormwater runoff. The purpose of this Article is to protect and safeguard the health, safety, and welfare of the public by regulating stormwater runoff in order to protect local water resources from degradation. This Article seeks to meet this purpose through the following objectives:

(1) Minimize increases in stormwater runoff rates from any development in order to reduce flooding, siltation and erosion and in order 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, and

(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 Local Surface Water Management Plan.

Sec. 39 – 61. Applicability.

(1) This Article shall apply to the following circumstances:
  (a) New Development, as defined herein;
  (b) Major Expansion Projects, as defined herein;

  (c) Minor Expansion Projects, as defined herein; and

  (d) Major Single-family Residential Projects, as defined herein.

(2) The following activities shall be exempt from the stormwater performance criteria of this ordinance:
  (a) Agricultural activity.
  (b) Repairs to any Stormwater Treatment Practice deemed necessary by the City.
  (c) Emergency actions as declared by the City.
  (d) Land Disturbance Activities which do not meet the thresholds described for New Development, Major or Minor
  Expansion Projects, or Major Single-family Residential Projects as described herein.

Sec. 39 – 62. Performance Criteria for Stormwater Management.

Unless determined by the City to be exempt or granted a waiver, all site designs shall establish Stormwater Management Practices to control the peak flow rates and pollutants of stormwater discharge associated with specified design storms and runoff volumes, as detailed in the City of Wyoming *Water Resource Guidance Document*.

(1) New Development: Rate Control, Volume Control, and Water Quality standards shall apply to all New Development. The City Council may waive strict adherence with Rate Control, Volume Control, and Water Quality standards for redevelopment and new development which results in less than one acre of Land Disturbance. Best management practices addressing the potential water resource impacts associated with the proposed activity shall be incorporated to limit creation of impervious surface, maintain, or enhance on-site infiltration, control peak flow rates, and limit pollutant generation on and discharge from the Site. Best management practices may include site design and structural and nonstructural practices.

(2) Major Expansion Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Major Expansion Projects.

(3) Minor Expansion Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Minor Expansion Projects. As an alternative to meeting relevant Volume Control and Water Quality standards, an Applicant may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*. Provisions shall also be required to control the rate of run-off if determined to be necessary by the City Engineer.

(4) Major Single-family Residential Projects: Rate Control, Volume Control, and Water Quality standards shall apply to all Major Single-family Residential Projects. As an alternative to meeting relevant Volume Control and Water Quality standards, an Applicant may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*. Provisions shall also be required to control the rate of run-off if determined to be necessary by the City Engineer.

Sec. 39 – 63. Approval Required Prior to Permit or Subdivision.

No landowner or land operator shall receive a building permit, grading permit, or subdivision approval for any project involving Land
Disturbance Activities subject to this ordinance until first meeting the requirements of this ordinance prior to commencing the proposed activity.

Sec. 39 – 64. Application Requirements.

Unless otherwise exempted by this ordinance, an application for stormwater management approval shall include the following as a condition for its consideration:

(1) A Stormwater Management Plan;
(2) A Maintenance Agreement.

The Stormwater Management Plan shall be prepared to meet the requirements of Sec. 39 - 62; the Maintenance Agreement shall be prepared to meet the requirements of Sec. 39 – 67. In lieu of preparation of a Stormwater Management Plan, Major Single-family Residential Projects and Minor Expansion Projects may install a raingarden or similar stormwater improvement as described in the City of Wyoming *Water Resource Guidance Document*.

Sec. 39 – 65. Application Requirements.

Applications shall include the following: five copies of the Stormwater Management Plan, three copies of the Maintenance Agreement, and the required escrow amount and application fee specified in Appendix A of the City Code.

Sec. 39 – 66. Waivers for Providing Stormwater Management.

Every Applicant shall provide for Stormwater Management, unless a waiver is granted. Requests to waive the Stormwater Management requirements shall be submitted to the City for approval.

The minimum requirements for Stormwater Management may be waived in whole or in part upon written request of the Applicant, if the City
Engineer determines that at least one of the following conditions applies:

(1) It can be demonstrated that the proposed Land Disturbance Activity will not impair attainment of the objectives of this ordinance.

(2) Alternative minimum requirements for on-site management of stormwater discharges have been established in a Stormwater Management Plan that has been approved by the City.

(3) Provisions are made to manage stormwater by an Off-Site Facility. The Off-Site Facility is required to be in place, to be designed and adequately sized to provide a level of Stormwater Management that is equal to or greater than that which would be afforded by on-site practices and has a legally obligated entity responsible for long-term operation and maintenance of the stormwater treatment practice. In instances where at least one of the conditions above applies, the City may grant a waiver from strict compliance with Stormwater Management provisions that are not achievable, if acceptable mitigation measures are provided.

Sec. 39 – 67. Stormwater Treatment Maintenance Plan and Agreement.

During the application process, the City shall determine who the Responsible Party will be for ownership and maintenance of all Stormwater Treatment Practices. The Responsible Party shall enter into a Maintenance

Agreement with the City that documents all responsibilities for operation and maintenance of all Stormwater Treatment Practices. Such responsibility shall be documented in a maintenance plan and executed through a Maintenance Agreement. The Maintenance Agreement shall be executed and recorded against the parcel.

(1) **Maintenance Agreement.** The stormwater Maintenance Agreement shall be in a form approved by the City, shall describe the inspection and maintenance obligations of this section and shall, at a minimum:

 (a) Designate the Responsible Party, which shall be permanently responsible for maintenance of the structural or nonstructural measures.

 (b) Pass responsibility for such maintenance to successors in title.

 (c) Grant the City and its representatives the right of entry for the purposes of inspecting all Stormwater Treatment

Practices as described in Sec. 39-67, (2) below.

(d) Allow the City the right to repair and maintain the facility, if necessary maintenance is not performed after proper and reasonable notice to the Responsible Party as described in Sec. 39-67, (4) below.

(e) Include a maintenance plan that contains, but is not limited to the following:

1. Identification of all structural Stormwater Treatment Practices.

2. A schedule for regular inspection, monitoring, and maintenance for each practice. Monitoring shall verify whether the practice is functioning as designed and may include, but is not limited to quality, temperature, and quantity of runoff.

3. Identification of the Responsible Party for conducting the inspection, monitoring, and maintenance for each practice.

4. Identify a schedule and format for reporting compliance with the Maintenance Plan to the City.

(2) **Inspection of Stormwater Facilities.** Inspection programs shall be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the National Pollutant Discharge Elimination System (NPDES) stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater treatment practices.
When any new Stormwater Treatment Practice is installed on private property, or when any new connection is made between private property and a public drainage control system, sanitary sewer, or combined sewer; the property owner shall grant to the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when the City has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

(3) **Records of Installation and Maintenance Activities.** The Responsible Party shall make records of the installation and of all maintenance and repairs of the stormwater treatment practices, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the Stormwater Treatment Practice and at other reasonable times upon request.

(4) **Failure to Maintain Practices.** If a Responsible Party fails or refuses to meet the requirements of the Maintenance Agreement, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the Stormwater Treatment Practice in proper working condition. In the event that the Stormwater Treatment Practice becomes a danger to public safety or public health, the City shall notify the Responsible Party in writing. Upon receipt of that notice, the Responsible Party shall have thirty days to perform maintenance and repair of the facility in an approved manner. After proper notice, the City may specially assess the owner(s) of the Stormwater

Treatment Practice for the cost of repair work and any penalties; and the cost of the work shall be assessed against the property and collected along with ordinary taxes by the county.

Sec. 39 – 68. Financial Security.

(1) The City shall require the submittal of a letter of credit or other financial security in a form acceptable to the City in order to insure that the Stormwater Treatment Practices are installed by the permit holder as required by the approved Stormwater Management Plan. The amount of the security shall be 125% of the total estimated construction cost of the Stormwater Treatment Practices approved. The performance security shall contain forfeiture provisions for failure to complete work specified in the Stormwater Management Plan.

(2) The security shall be released in full only upon submission of "as built plans" and written certification by a registered professional engineer that the Stormwater Treatment Practice has been installed in accordance with the approved plan and other applicable provisions of this ordinance. The City will make a final inspection of the Stormwater Treatment Practice to ensure that it complies with the approved plan and the provisions of this ordinance. Provisions for a partial pro-rata release of the security based on the completion of various development stages may be done at the discretion of the City.

Sec. 39 – 69. Notice of Construction Commencement.

The Applicant must notify the City in advance before the commencement of construction. Regular inspections of the Stormwater Treatment Practice construction shall be conducted by the staff of the City or certified by a professional engineer or their designee, and the Applicant shall be responsible for the costs of such inspections. All inspections shall be documented and written reports prepared that contain the following information:

(1) The date and location of the inspection,

(2) Whether construction is in compliance with the approved Stormwater Management Plan,
(3) Variations from the approved construction specifications,
(4) Any violations that exist. If any violations are found, the Applicant shall be notified in writing of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by the City.

Sec. 39 – 70. As Built Plans.

All Applicants are required to submit actual "as built" plans for any Stormwater Treatment Practices located on-site after final construction is completed. As-built plans must show the final design specifications for all Stormwater Treatment Practices, and the plans must be certified by a professional engineer. A final inspection by the City is required before the release of any performance securities can occur. The City may waive certain requirements for the as built plans in the case of a Major Single-Family Residential Project or a Minor Expansion Project, provided the Applicant provides sufficient information to verify that the alternative improvements were installed as designed.

Sec. 39 – 71. Holds on Occupancy Permits

Occupancy permits will not be granted until all Stormwater Treatment Practices have been installed and accepted by the City, or a financial guarantee in a form acceptable to the City has been submitted to ensure completion.

Sec. 39 – 72. Duration of Approval; Revocation of Approval

(1) Approved plans issued under this section shall be valid from the date of approval through the date the City notifies the owner that all stormwater treatment practices have passed the final inspection required under approved conditions, or the approval is revoked.

(2) Revocation of the stormwater approval may be made by the City if requirements within this ordinance are not fulfilled, or the owner or Applicant is unable to fulfill the ordinance requirements. If an approval is revoked, the Applicant must resubmit a Stormwater Management Plan prior to proceeding with any subsequent Land Disturbance Activity.

Secs. 39 – 73 – 39 – 79. Reserved.

ARTICLE VI. STORMWATER ILLICIT DISCHARGE AND CONNECTION

Sec. 39 – 80. Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance and minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 39 – 81. Discharge Prohibitions.

(1) Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

   (a) The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wet-land flows, dechlorinated swimming pool discharges, firefighting activities, and any other water source not containing pollutants.

   (b) Discharges specified in writing by the City as being necessary to protect public health and safety.
   (c) Dye testing is an allowable discharge, but requires a verbal notification to the City prior to the time of the test.
   (d) The prohibition shall not apply to any non-storm water 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.

(2) Prohibition of Illicit Connections

(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 the connection.

(c) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 39 – 82. Suspension of MS4 Access.

(1) Suspension due to illicit discharges in emergency situations.
The City Council may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

(2) Suspension due to the detection of illicit discharge.
Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its MS4 access. The violator may petition the City for reconsideration and a hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City.

Sec. 39 – 83. Industrial or Construction Activity Discharges.

Any person subject to an industrial or construction activity NPDES storm water 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 City Council prior to the allowing of discharges to the MS4.

Sec. 39 – 84. Monitoring of Discharges.

(1) Applicability. This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

(2) Access to Facilities.

(a) The City shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.

(b) Facility operators shall allow the City 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 storm water, and the performance of any additional duties as defined by state and federal law.

(c) The City shall have the right to set up on any permitted facility such devises as are necessary in the opinion of the City to conduct monitoring and/or sampling of the facility's storm water discharge.

(d) The City has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devises used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(f) Unreasonable delays in allowing the City access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of the facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(g) If the City has been refused access to any part of the premises from which stormwater is discharged, and the City is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 39 – 85. Requirement to prevent, control, and reduce storm water pollutants by the use of best management practices.

The City will adopt requirements identifying Best Management Practices (BMPs) of any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 39 – 86. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property 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 lessee 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.

Sec. 39 – 87. 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 storm water, the storm drain system, or water of the U.S. 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 in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City within three business days of the phone notice. 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 recurrence. Such records shall be retained for at least three years.

Sec. 39 – 88. Enforcement.

(1) Notice of Violation. Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

(a) The performance of monitoring, analysis, and reporting;
(b) The elimination of illicit connections or discharges;
(c) That violating discharges, practices, or operations shall cease and desist;

(d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

(e) Payment of a fine to cover administrative and remediation costs;

(f) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator 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 shall be charged to the violator.

Sec. 39 – 89. Enforcement Measures after Appeal.

If the violation had not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 15 days of the decision of the municipal authority upholding the decision of the City, then representatives of the City shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Sec. 39 – 90. Cost of Abatement of the Violation.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the City by reason of such violation.

Sec. 39 – 91. Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. If a person has violated and continues to violate the provisions of this ordinance, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 39 – 92. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Sec. 39 – 93. Violations deemed a 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 ordinance 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, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 39 – 94. Criminal Prosecution.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of $1,000.00 dollars per violation per day and/or imprisonment for a period of time not to exceed 90 days. The City may recover all attorney's fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

Passed and approved by the City Council of the City of Wyoming this 18th day of February, 2025

____
Lisa Iverson, Mayor

ATTEST:

____
Robb Linwood, City Administrator

This Document Drafted by:
The City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RESOLUTION NO. 25-02-20

RESOLUTION ADOPTING AND APPROVING A SUMMARY PUBLICATION FOR ORDINANCE 2025-01, AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES, CHAPTER 39 STORMWATER MANAGEMENT, ARTICLE 1, SEC 39-3 PURPOSE

WHEREAS, the City of Wyoming is a political subdivision, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City has adopted the City of Wyoming Ordinance, No. 2025-01 an ordinance amending Chapter 39, Article 1 of the City Code; and,

WHEREAS, the City Council has determined that publication of the title of the ordinance and a summary of the ordinance would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wyoming hereby directs the City Clerk to cause to be published in the Chisago County Press the following notice:

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2025-01 AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES CHAPTER 39 STORMWATER MANAGEMENT, ARTICLE 1, SECTION 39 – 3 PURPOSE

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 18th day of February, 2025, the City Council of the City of Wyoming adopted an Ordinance amending Chapter 39 of the City Code. The new Ordinance is entitled:

ORDINANCE NO. 2025-01
AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES, CHAPTER 39 STORMWATER MANAGEMENT, ARTICLE 1, SECTION 39 – 3 PURPOSE

NOTICE IS FURTHER GIVEN that the ordinance establishes the city's Stormwater Management Ordinances

NOTICE IS FURTHER GIVEN that a printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours in the City Hall located at 26885 Forest Boulevard, Wyoming, Minnesota. Furthermore, proof of publication of the title and summary shall be recorded in the ordinance book of the City Wyoming within 10 days of publication of the title and summary.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 18th DAY OF FEBRUARY, 2025

____
Lisa Iverson, Mayor

ATTEST:

This Document Drafted by:
The City of Wyoming
26885 Forest Boulevard
Wyoming, Minnesota 55092

____
Robb Linwood, City Clerk

February 12, 2025

Re: Public Safety Activity Report – February 18, 2025, City Council Meeting

Police Update

Field Training Process

Officer Peterson and Officer Vang continue their first phase of field training. They are both diving in and learning at a rapid pace! There is so much to learn in a quick period of time so we're trying to get them exposed to as many calls and proactive contacts as possible.

Fire Update

Health Assessment

The fire department members participated in the first expanded physicals, that included hearing, eye, and blood work screening. Staff was very appreciative of the expanded services.

Equipment Update

The new UTV and trailer for wildland fire response is getting outfitted and will be ready for use very soon. If you would like to take a look at the equipment, Chief Milligan can give you a demo! It's a very capable piece of equipment and Captain Parson did a great job finding a trailer that will serve our purposes very well.

The ladder/aerial truck is in for service. The steering gear box was leaking due to the seals going bad. The equipment can only be replaced with remanufactured parts due to the age.

OSHA Proposed Emergency Response Standard

On February 5, 2024, OSHA proposed a new "Emergency Response Standard" to modernize the existing "Fire Brigades" standard. OSHA is currently reviewing the input received during a public comment phase. While the standard aims to enhance responder safety, concerns have been raised about its feasibility for volunteer and small fire departments. If adopted as is, many departments may face operational challenges or potential non-compliance. On the initial assessment, Chief Milligan believes that much of the proposed training is already being done in Wyoming, but other aspects would not be feasible for a department of our size. We'll continue to monitor this rulemaking process.

Upcoming Community Outreach Events

5/17/2024	Bike Rodeo – Wyoming Elementary
Spring 2025	Wyoming Police Multicultural Advisory Committee Event
August 5, 2025	Night to Unite – Swenson Park

Neil D. Bauer, Ed.D.
Public Safety Director/Police Chief

February 12, 2025
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: FEBRUARY 18, 2025 CITY COUNCIL MEETING

Dear Mayor and Council Members:

This letter is intended to summarize on-going commercial building projects and zoning issues within the City. Some of these items may be separate agenda matters, while others are for informational purposes only.

Fairview Hospital #1
The final inspections for Phase 1 have been approved. Phase 2 consists of minor work in the control room. Framing, plumbing, and HVAC rough-ins have been approved. The permit to remodel the CT scanner room has been issued.

Fairview Hospital #2
Final inspections have been approved. This item is closed.

Fairview Hospital #3
A permit application to enlarge a room to replace an existing boiler with a larger one has been submitted for review.

Sincerely,

Frederick E. Weck, IV
Zoning Administrator
Building Official #1825
Advanced Septic Inspector, MPCA #C5199
City of Wyoming

DEPARTMENT OF BUILDING SAFETY
P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092
Phone: 651-462-4947 Fax: 651-462-3938

ECKBERG LAMMERS
ATTORNEYS AT LAW

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Writer's Direct Dial:
(715) 808-8842

Writer's Email:
tloonan@eckberglammers.com

February 12, 2025

Robb Linwood
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

Delivered via Email

Re: ***City of Wyoming***
Status Update for the Period of – January 30th-February 11th

Dear Robb:

Our office continues our role as general counsel, answering questions, addressing legal concerns and reviewing items for the City including development matters, law updates, employment matters and policy considerations as requested.

We broadly continue our role as general counsel, answering questions, addressing legal concerns and reviewing items for the City including development matters, law updates, employment matters and policy considerations as requested.

Please contact me directly if you have any questions regarding this correspondence. Thank you for allowing us to serve the City of Wyoming.

Very Truly Yours,

s/ Thomas R. Loonan

Thomas R. Loonan
City Attorney

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456

Engineer's Report

February 13, 2024

Honorable Mayor and City Council
City of Wyoming, MN
26885 Forest Boulevard
Wyoming, MN 55092

Re: February 18, 2024, City Council Meeting
WSB Project No. 021007-000

Dear Mayor and Council Members:

This engineer's report is intended to update you on engineering activities within the City since the last council meeting. Some of the items below may be on the agenda with more detailed information provided, while the other items below are for informational purposes only.

2025 Street Improvement Project
City Council authorized the preparation of the feasibility study for the 2025 Street Improvement Project. This project is a mill and overlay project for the Hawk Meadows area. Staff will begin some of the preliminary work associated with the feasibility study.

Staff will finalize the street ratings, 5-year CIP, and update the assessment policy at a March work session prior to the acceptance of the feasibility study where we will set the public hearing.

2024 Street Improvement Project
Staff have talked with the prime contractor about the 2025 schedule and corrective work needed with the 2024 portion of the project. Work is expected to begin in the spring of 2025 on both the 2nd phase of the project and completing the work on the 1st phase of the project.

Katies Glen
Sanitary sewer, watermain, storm sewer, and retaining walls and the first layer of asphalt has been placed. As-built grading plans have been reviewed and a number of modifications are needed. The developer's engineer is working with the contractor on these necessary grading modifications to be in compliance with approved plans. The majority of this re-grading has been completed with the remaining to be completed with final grading of a lot currently being addressed with a home currently under construction. A punch has been created for the project.

Staff will need to retest one segment of sanitary sewer in the spring as it did not pass the first test, and the second attempt utilized the wrong size mandrel.

Diamond Ridge Development
The developer is no longer involved with the project and the issuer of the letter of credit is now required to finalize the development. We expect to bring this development to Council for acceptance of the public improvements once remaining punch list items are taken care of. We have also requested the as-builts for the project as required. WE hope to have this project accepted by City Council in the spring of 2025.

Bingham Property – Hallberg Project (Multi-Tennent)
All testing has now passed, and a site walk through has been completed. The final punch list has been completed with the exception of importing the as-built/record drawing in to our GIS system. This project will be brought to the City Council for acceptance of the public infrastructure at the March 4th City Council meeting.

Sunrise Riverbank Development (residential and commercial)
No New update:
Staff meet with the development team to review current plans for the development of this site. The wetland bank portion of the site is progressing slowly. They have changed engineering companies. The residential portion of the development appears to have more momentum, and we encouraged the developers to prepare a concept for the commercial portion of the site that is supported by the City, County, and State. This will help them work with potential buyers on what actually may be approved. This has been a recurring item that we have discussed with them.

Chisago County is currently working with MNDOT and a consultant on revised preliminary design options for the East Viking Corridor.

Heims Lake Villas North
No New Update:
The contractor has completed paving the final lift of pavement. Punch list items have been completed. The project is nearing the point of project acceptance by City Council. CLFLWD has authorized the security to be released. We need as-builts submitted and warranty information provided to the City prior to acceptance.

Su**mmer Fields Development**
No new update:
First Addition (19 lots): The contractor has indicated the project has been completed and all punch list items are complete as well. Upon inspection, there are a few items that remain; however, it is expected that this will be brought to the City in the near future for consideration of acceptance and release of escrow. The developer is working to address these remaining punch list items. The Developer started work installing pipes in the filtration basin on 12/12/2022. Staff has reduced the cash escrow to $10,000. The remaining work is primarily related to the removal of silt fence and ensure restoration efforts have been made.

Second Addition (15 lots):
No New Update:

Utility Construction, curb and gutter placement and asphalt has been placed. An escrow reduction has been requested and staff is confirming the value of work completed and what remains now that they have submitted the remaining. The escrow reduction has taken place.
<u>Third Addition</u>
No new update.
The developer has indicated that they are currently working on the third addition final plat and construction plans. This is for the completion of the site on the east side of Kettle River Boulevard. Earlier indication was that the third addition was for the next phase on the west side of Kettle River Boulevard.
The next addition on the West side of Kettle River Boulevard will involve the design of a city lift station within the site and will require design and ordering of lift station components. An on-site generator will also be required to be installed at the downstream list station. The lead time on this is significant and that information has been provided to the developer to make sure this does not impede the timing of this next phase. Lift station design is currently underway as requested by the developer.

Hallberg Storage
No new Update:
The final punch list has been completed. We are waiting to receive the as-built. Once we have it, we can accept the improvements and return the escrow balance.

Thank you for the opportunity to update the Council on current matters in the City.

Sincerely,
WSB and Associates, Inc.

Mark Erichson, P.E., City Engineer

PUBLIC WORKS

February 11, 2025

Honorable Mayor Iverson and City Council Members Nanko Yeager, Luger, Ohnstad and Schilling,

RE: February 18, 2025 City Council Meeting

Public Works Department Activity

- Responded to snow & ice events on February 3, 4, 6 & 8 totaling 1,269 miles cleared, 494 gallons of fuel used and 30 tons of salt used
- Clean up of routes following events, post event clean up of routes as well as water towers, wells, lift stations, trails/sidewalks, and park parking lots
- Preforming maintenance work at the Library including painting, repairs to wall surfaces, and replacement of ceiling tiles.
- Took delivery of 2025 Western Star plow truck from Boyer Ford & upfitting by Towmaster. Awaiting cutting edges, license plates and badging which are all scheduled for next the next week(s), after these items are complete the truck will be put in service
- Scheduled maintenance of the back up generator at the Police Department building
- Maintenance and storage of seasonal supplies at Faxton Shop
- Meet on site with Candace Amberg from WSB and Electrical contractor to learn how Railroad Park lighting system was configured and how our holiday lights will work with the them

Streets:

Worked with Mid America Signal on driver feedback signs along Pioneer Rd. One sign is back to operational and materials have been ordered for the other. Also working with Mid America Signal on parts and materials for the illuminated stop sign on Goodview Ave at 260th. Pre-treated roads in advance of snow/ice events. We replaced the pump for the truck mounted brine pre-treatment system. Ongoing maintenance to plow equipment and dump trucks including unloading after snow events, washing of equipment and greasing. Hauled in fine salt for brine making operations.

Utilities:

The crew completed utility locates in the city. Meter installs as they come through. As spring approaches, we are noticing more locate requests for the HWY 8 project.

- Sanitary Sewer

Staff continue to do rounds checking lift stations. The new collection logs of data are underway and providing information on our critical infrastructure that we didn't have in the past. This includes run time hours on pumps as well as generator exercising duration. Staff continue to perform maintenance to generators in town, Kodiak Power Systems made repairs to Lift Station 2 block heater, 7 radiator and coolant system maintenance to Lift Station 6. Kodiak also preformed inspections on the generator at the Police Department, City Hall and Lift Stations and Well 3.

- Water:

Continuing water testing and monitoring the city's water distribution system. Operator worked with a resident/consumer to locate a leak that was accruing a higher water bill. Located the issue and recommended fixes/repairs to help prevent future leaks.

Surface/Storm Water:

Street sweeper has been winterized and is ready for annual maintenance and awaiting pickup.

Parks:

Swenson Park ice rink is open for use and part time rink attendants are working with Assistant Superintendent Lopez on scheduling and items of need for their work at the park. Flooding is ongoing at Swenson Park ice rinks. Trash pick up as needed. Barks & Rec Dog Park is closed for the season and will reopen weather dependent in the spring.

Fleet:

Regular maintenance of vehicles is ongoing.

Respectfully submitted,
Steve Reeves
Public Works Superintendent

Council Communication

Date: February 6, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Grant MacFarlane, Assistant City Administrator
Department: Administration
Reference: 2025 Spring Medallion Hunt
Method: Communications

Background Information: The City of Wyoming puts together an annual spring medallion hunt as a way to encourage and enable people to explore Wyoming and its park system. Staff is currently in the process of putting together a medallion hunt similar to what has been administered in the past. Clues for the medallion's location will be shared on the City's social media account and website. This event takes place during the Forest Lake School District's spring break, which runs from March 3rd – March 7th this year.

Request for Council Action

Date: February 14, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: City Council Work Session
Method: New Business

***Background Information*:**
Staff would like to continue discussions with council regarding retail cannabis. Staff has continued to do diligence on the topic and would like to update council at a work session on March 4, 2025 at 5:30PM

Recommendation: That the Wyoming City Council set a work session date to take place on Tuesday, March 4, 2025 at 5:30pm.

CITY OF WYOMING
P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092
Phone: 651-462-0575 Fax: 651-462-0576