

**FIRST AMENDMENT TO ENCROACHMENT
AGREEMENT**

THIS FIRST AMENDMENT TO ENCROACHMENT AGREEMENT (“First Amendment”) is entered into this _____ day of _____, 2023, by and between the City of Shakopee, a Minnesota municipal corporation (“City”) and Northern States Power Company, a Minnesota corporation (“Xcel Energy”), collectively, the “Parties”.

RECITALS

WHEREAS, The City is the fee owner of the property legally described on the attached Exhibit A (the “Property”).

WHEREAS, Xcel Energy is the fee owner of certain adjacent real property located at 1200 70th Street South, Shakopee, Scott County, Minnesota, legally described as follows:

The North 880.00 feet of the West 1375.00 feet of the South Half of the Northwest Quarter of Section 11, Township 115 North, Range 22 West, Scott County.

(the “Xcel Property”).

WHEREAS, The Parties entered into a license agreement on November 30, 2020, (“License Agreement”), permitting the City to, in part, construct, use and maintain a mountain bike park on the Xcel Property, and, as part of the License Agreement, the City agreed it would work with Xcel Energy to establish a new permanent access across a portion of the Property and to Xcel Energy’s Blue Lake Generating Facility.

WHEREAS, The Parties entered into an encroachment agreement on July 5, 2023, recorded _____, 2023, as Document Number _____ (the “Encroachment Agreement”), by which Xcel Energy would construct and install a driveway and other improvements as related to access to the Blue Lake Generating Facility, which would encroach on the Property.

WHEREAS, The Parties agree that the driveway and other improvements will cause runoff on the Property which should have been addressed by the Encroachment Agreement, and the City requires that certain stormwater management improvements are constructed on the Property (the “Stormwater Improvements”) to alleviate such runoff.

NOW, THEREFORE, in consideration of the covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporated.** The above RECITALS are hereby incorporated as a material part of this First Amendment with the same force and effect as if restated in full in this paragraph.

2. **Effect on Encroachment Agreement.** All terms and conditions of the Encroachment Agreement remain in full force and effect and without change. The provisions of this First Amendment are to grant rights and impose obligations on Xcel Energy and to grant rights to the City, all in addition to, but not in limitation of, the rights and obligations of Xcel Energy and the City under the provisions of the Encroachment Agreement. Without limiting the foregoing, nothing contained in this First Amendment shall limit Xcel Energy's obligations or the City's rights under the Encroachment Agreement.

3. **Defined Terms.** All defined terms in the Encroachment Agreement shall have the same meaning when used in this First Amendment unless otherwise defined herein.

4. **Additional Terms of Encroachment Agreement.** The following new paragraphs are inserted into the Encroachment Agreement:

12. **Grant of Easement.** For good and valuable consideration, the receipt of which is acknowledged by Xcel Energy, the City grants and conveys to Xcel Energy a permanent, non-exclusive drainage and utility easement for public purposes over, under, across and through that portion of the Property legally described on attached Exhibit B and depicted on attached Exhibit C (the "Easement Area"). The easement includes the right of Xcel Energy, its agents and employees to enter the Easement Area for purposes of constructing, inspecting, accessing, altering, maintaining, and taking corrective action relating to the Stormwater Improvements.

13. **Xcel Energy's Obligations, Maintenance of Stormwater Improvements.** Xcel Energy, its successors, or assigns will construct the Stormwater Improvements on the Property at its sole cost, which Stormwater Improvements connect to the City's public facilities as depicted on Exhibit D, a full size original of which is on file with the Shakopee City Engineer. Xcel Energy will be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. Xcel Energy agrees that it shall construct any other utility improvements required and approved by the City in writing. Xcel Energy agrees to provide for the adequate long term maintenance and continuation of the Stormwater Improvements, including, at a minimum and not limited to: annual inspection, performing preventative maintenance activities at intervals appropriate for each facility component, regular vegetation care, regular trash removal, cleaning, maintenance and repair necessary to maintain the intended system performance, capacity and operational flows, original design, volumes, and configurations as approved by the City. Maintenance of the Stormwater Improvements also includes removal of sediment and pollutants in all pre-treatment devices, the periodic removal of sedimentation within the Stormwater Improvements, and the removal of any blockage, as necessary. The cost of all inspections and maintenance shall be the obligation of Xcel Energy and its successors and assigns. Annual inspections of the Stormwater Facilities must be performed, and an annual report must be provided to the City of Shakopee Engineering Department by October 1 of the same year using the form attached as Exhibit E. All apparent failures of the Stormwater Improvements must also be corrected before submitting the annual report ("Annual Report"). Upon receipt of the Annual Report, the City may also inspect the Stormwater Improvements to ensure that the Stormwater Improvements meet minimum maintenance standards. Annual inspection of the Stormwater Improvements shall not render the City responsible for identifying

ongoing maintenance needs.

14. **City's Maintenance Rights.** The City may, but is not obligated to maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that Xcel Energy or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that the Xcel Energy is making a good faith effort to complete said task. If the Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Area in order to perform such maintenance tasks at Xcel Energy's cost. In such case, the City shall send to Xcel Energy an invoice for all costs associated with the maintenance performed by the City including, but not limited to, all staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If Xcel Energy or its successors or assigns fails to reimburse the City for the City's costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Xcel Property. Xcel Energy waives all rights that it might have to receive notice and a hearing or to contest these assessments. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer, the 30-day notice requirement to Xcel Energy for failure to perform maintenance tasks shall be and hereby is waived in its entirety by Xcel Energy, and Xcel Energy shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

15. **Costs of Enforcement.** Xcel Energy agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of the Encroachment Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

16. **Removal of Stormwater Improvements.** Upon the removal of the driveway from the City Property or the termination the Encroachment Agreement by either party, the City may send written notice to Xcel Energy requiring Xcel Energy to remove the Stormwater Improvements at Xcel Energy's sole cost.

17. **Hold Harmless.** Xcel Energy hereby agrees to indemnify, defend, and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from Xcel Energy's, or its agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon Xcel Energy's failure of to comply with any conditions of the Encroachment Agreement and First Amendment, performs said conditions pursuant to its authority, Xcel Energy shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and

representatives.

18. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in the Encroachment Agreement or First Amendment should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

19. **Amendments.** The Encroachment Agreement may not be amended without the written approval of the City and such amendment, alteration, deletion or waiver shall be valid only when reduced to writing and duly signed by the parties.

20. **Recording.** The Encroachment Agreement and First Amendment shall be recorded in the office of the county recorder or registrar of titles, as applicable.

[signatures on following page.]

IN WITNESS WHEREOF, the City and Xcel Energy have executed this First Amendment effective as of the date and year first above written.

CITY OF SHAKOPEE, a Minnesota
municipal corporation

By: _____
Name: Matt Lehman
Title: Mayor

By: _____
Name: William H. Reynolds
Title: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on _____, 2023, by Matt Lehman, the Mayor, and by William H. Reynolds, the City Administrator, of the City of Shakopee, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

NORTHERN STATES POWER
COMPANY, a Minnesota corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Northern States Power Company, a Minnesota corporation, on behalf of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South 5th Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of Property

Property Identification Number 279110061 and 279020202

PID 279020202

That part of Southwest Quarter of Section 2, Township 115, Range 22, Scott County, Minnesota, lying southerly of the Chicago, St. Paul, Minneapolis and Omaha Railroad right-of-way and lying westerly of the following described line.

Commencing at the southeast corner of said Southwest Quarter; thence South 88 degrees 54 minutes 09 seconds West, assumed bearing, along the south line of said Southwest Quarter a distance of 875.30 feet to the point of beginning of the line to be described; thence North 27 degrees 50 minutes 53 seconds West a distance of 227.96 feet; thence North 08 degrees 48 minutes 39 seconds East a distance of 410.90 feet more or less to the southerly right-of-way line of said railroad and there terminating.

Subject to an easement to construct, maintain, repair, and operate a railroad spur track, over under and across the north 60.00 feet of the above described property adjacent to the southerly line of said railroad right-of-way.

PID 279110061

That part of the North Half of the Northwest Quarter of Section 11, Township 115, Range 22, Scott County, Minnesota, lying westerly and southerly of the following described line:

Commencing at the northeast corner of said North Half of the Northwest Quarter; thence South 88 degrees 54 minutes and 09 seconds West. Assumed bearing, along the north line of said North Half of the Northwest Quarter a distance of 875.30 feet to the point of beginning of the line to be described; thence South 27 degrees 50 minutes 53 seconds East a distance of 309.03 feet; thence South 81 degrees 27 degrees 05 seconds East a distance of 60.00 feet; thence North 70 degrees 30 minutes 38 seconds East a distance 237.31 feet; thence North 86 degrees 26 minutes 19 seconds East a distance of 447.75 feet more or less to a point on the east line of said North Half of the Northwest Quarter distant 191.94 feet southerly of the northeast corner and there terminating.

EXHIBIT B

Legal Description of Easement Area

Proposed Legal Descriptions:

Easement A:

An easement over, under and across that part of the Southwest Quarter of Section 2, Township 115, Range 22, Scott County, Minnesota, lying southerly of the Chicago, St. Paul, Minneapolis and Omaha Railroad right-of-way and lying westerly of the following described line:

Commencing at the southeast corner of said Southwest Quarter; thence South 88 degrees 54 minutes 09 seconds West, assumed bearing, along the south line of said Southwest Quarter a distance of 875.30 feet to the point of beginning of the line to be described; thence North 27 degrees 50 minutes 53 seconds West a distance of 227.96 feet; thence North 08 degrees 48 minutes 39 seconds East a distance of 410.90 feet more or less to the southerly right-of-way line of said railroad and there terminating.

Said easement described as follows:

The South 200.00 feet of the West 140.00 feet of the Southwest Quarter of Section 2, Township 115, Range 22, Scott County, Minnesota.

Easement B:

An easement over, under and across that part of the North Half of the Northwest Quarter of Section 11, Township 115, Range 22, Scott County, Minnesota, lying westerly and southerly of the following described line:

Commencing at the northeast corner of said North Half of the Northwest Quarter; thence South 88 degrees 54 minutes 09 seconds West, assumed bearing, along the north line of said North Half of the Northwest Quarter a distance of 875.30 feet to the point of beginning of the line to be described; thence South 27 degrees 50 minutes 53 seconds East a distance of 309.03 feet; thence South 81 degrees 27 minutes 05 seconds East a distance of 60.00 feet; thence North 70 degrees 30 minutes 38 seconds East a distance of 237.31 feet; thence North 86 degrees 26 minutes 19 seconds East a distance of 447.75 feet more or less to a point on the east line of said North Half of the Northwest Quarter distant 191.94 feet southerly of the northeast corner and there terminating.

Said easement described as follows:

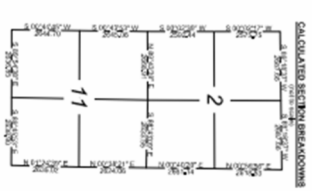
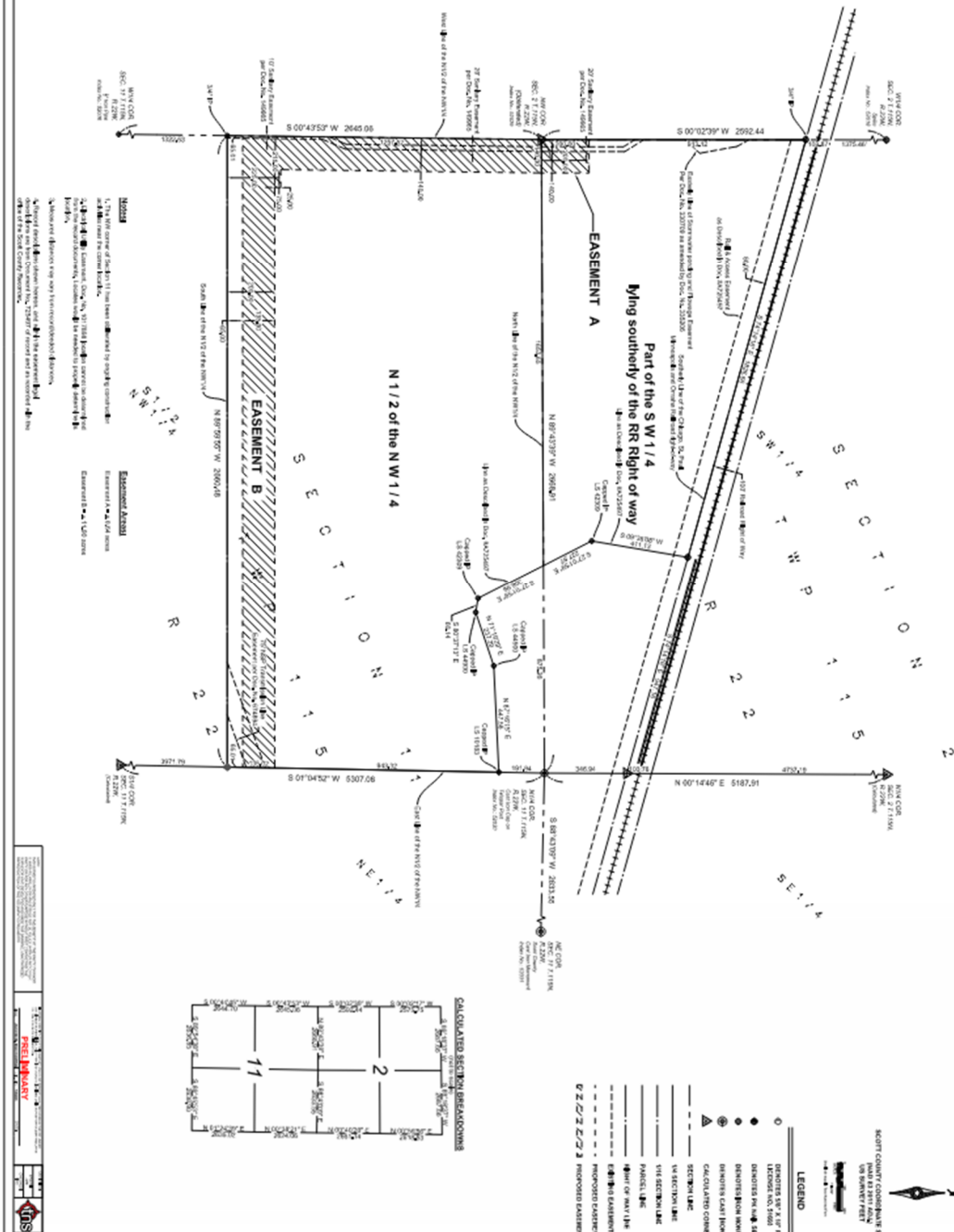
The North 135.00 feet of the South 200.00 feet and the North 25.00 feet of the South 225.00 feet of the East 75.00 feet of the West 215.00 feet and the West 140.00 feet except the South 200.00 feet thereof, all in the North Half of the Northwest Quarter of Section 11, Township 115, Range 22, Scott County, Minnesota.

EXHIBIT C

Depiction of Easement Area

[on following page]

CERTIFICATE OF SURVEY

[illegible]

Abstract
The purpose of this study was to determine the effect of a 12-week training program on the strength and power of the back muscles of 16 male subjects. The subjects were divided into two groups: a control group and an experimental group. The experimental group performed a 12-week training program consisting of three sessions per week. The control group did not perform any training. The subjects were tested at the beginning and end of the 12-week period. The results showed that the experimental group had a significant increase in strength and power of the back muscles compared to the control group. The increase in strength was measured by the maximum voluntary contraction (MVC) of the back muscles, and the increase in power was measured by the maximum power output (MPO) of the back muscles. The experimental group showed a significant increase in both MVC and MPO compared to the control group. The results of this study suggest that a 12-week training program can effectively improve the strength and power of the back muscles.

Keywords: back muscles, strength, power, training program, MVC, MPO.

Introduction
The back muscles are one of the most important muscle groups in the human body. They are responsible for maintaining posture, supporting the weight of the upper body, and generating power for many activities. Weakness or injury to the back muscles can lead to a variety of problems, including back pain, poor posture, and difficulty performing daily activities. Therefore, it is important to maintain the strength and power of the back muscles through regular exercise and training.

Methods
The subjects were 16 male subjects, aged 20-30 years, who were divided into two groups: a control group and an experimental group. The experimental group performed a 12-week training program consisting of three sessions per week. The control group did not perform any training. The subjects were tested at the beginning and end of the 12-week period. The results showed that the experimental group had a significant increase in strength and power of the back muscles compared to the control group. The increase in strength was measured by the maximum voluntary contraction (MVC) of the back muscles, and the increase in power was measured by the maximum power output (MPO) of the back muscles. The experimental group showed a significant increase in both MVC and MPO compared to the control group.

Results
The results of this study suggest that a 12-week training program can effectively improve the strength and power of the back muscles. The experimental group showed a significant increase in both MVC and MPO compared to the control group. The increase in strength was measured by the maximum voluntary contraction (MVC) of the back muscles, and the increase in power was measured by the maximum power output (MPO) of the back muscles. The experimental group showed a significant increase in both MVC and MPO compared to the control group.

Conclusion
The results of this study suggest that a 12-week training program can effectively improve the strength and power of the back muscles. The experimental group showed a significant increase in both MVC and MPO compared to the control group. The increase in strength was measured by the maximum voluntary contraction (MVC) of the back muscles, and the increase in power was measured by the maximum power output (MPO) of the back muscles. The experimental group showed a significant increase in both MVC and MPO compared to the control group.

References
1. Smith, J. M., & Jones, P. A. (2001). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 15(3), 550-555.
2. Brown, L. E., & Green, R. D. (2002). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 16(4), 780-785.
3. White, T. J., & Black, S. L. (2003). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 17(5), 920-925.
4. Gray, C. W., & Hall, J. L. (2004). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 18(6), 1080-1085.
5. King, D. A., & Lee, H. Y. (2005). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 19(7), 1250-1255.
6. Taylor, R. J., & Wilson, J. M. (2006). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 20(8), 1550-1555.
7. Adams, M. A., & Hutton, W. C. (2007). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 21(9), 1750-1755.
8. Clark, F. J., & Davis, K. R. (2008). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 22(10), 1950-1955.
9. Evans, G. J., & Foster, P. R. (2009). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 23(11), 2150-2155.
10. Fisher, J. P., & Gonyea, R. J. (2010). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 24(12), 2350-2355.
11. Gonyea, R. J., & Fisher, J. P. (2011). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 25(1), 150-155.
12. Hutton, W. C., & Adams, M. A. (2012). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 26(2), 350-355.
13. Lee, H. Y., & King, D. A. (2013). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 27(3), 550-555.
14. Wilson, J. M., & Taylor, R. J. (2014). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 28(4), 750-755.
15. White, T. J., & Black, S. L. (2015). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 29(5), 950-955.
16. Gray, C. W., & Hall, J. L. (2016). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 30(6), 1150-1155.
17. Brown, L. E., & Green, R. D. (2017). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 31(7), 1350-1355.
18. Smith, J. M., & Jones, P. A. (2018). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 32(8), 1550-1555.
19. King, D. A., & Lee, H. Y. (2019). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 33(9), 1750-1755.
20. Taylor, R. J., & Wilson, J. M. (2020). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 34(10), 1950-1955.
21. Adams, M. A., & Hutton, W. C. (2021). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 35(11), 2150-2155.
22. Clark, F. J., & Davis, K. R. (2022). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 36(12), 2350-2355.
23. Evans, G. J., & Foster, P. R. (2023). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 37(1), 150-155.
24. Fisher, J. P., & Gonyea, R. J. (2024). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 38(2), 350-355.
25. Gonyea, R. J., & Fisher, J. P. (2025). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 39(3), 550-555.
26. Hutton, W. C., & Adams, M. A. (2026). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 40(4), 750-755.
27. Lee, H. Y., & King, D. A. (2027). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 41(5), 950-955.
28. Wilson, J. M., & Taylor, R. J. (2028). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 42(6), 1150-1155.
29. White, T. J., & Black, S. L. (2029). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 43(7), 1350-1355.
30. Gray, C. W., & Hall, J. L. (2030). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 44(8), 1550-1555.
31. Brown, L. E., & Green, R. D. (2031). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 45(9), 1750-1755.
32. Smith, J. M., & Jones, P. A. (2032). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 46(10), 1950-1955.
33. King, D. A., & Lee, H. Y. (2033). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 47(11), 2150-2155.
34. Taylor, R. J., & Wilson, J. M. (2034). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 48(12), 2350-2355.
35. Adams, M. A., & Hutton, W. C. (2035). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 49(1), 150-155.
36. Clark, F. J., & Davis, K. R. (2036). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 50(2), 350-355.
37. Evans, G. J., & Foster, P. R. (2037). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 51(3), 550-555.
38. Fisher, J. P., & Gonyea, R. J. (2038). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 52(4), 750-755.
39. Gonyea, R. J., & Fisher, J. P. (2039). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 53(5), 950-955.
40. Hutton, W. C., & Adams, M. A. (2040). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 54(6), 1150-1155.
41. Lee, H. Y., & King, D. A. (2041). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 55(7), 1350-1355.
42. Wilson, J. M., & Taylor, R. J. (2042). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 56(8), 1550-1555.
43. White, T. J., & Black, S. L. (2043). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 57(9), 1750-1755.
44. Gray, C. W., & Hall, J. L. (2044). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*, 58(10), 1950-1955.
45. Brown, L. E., & Green, R. D. (2045). The effect of a 12-week training program on the strength and power of the back muscles. *Journal of Strength and Conditioning Research*

EXHIBIT D

Stormwater Improvements Connection to Public Facilities

[on following page]

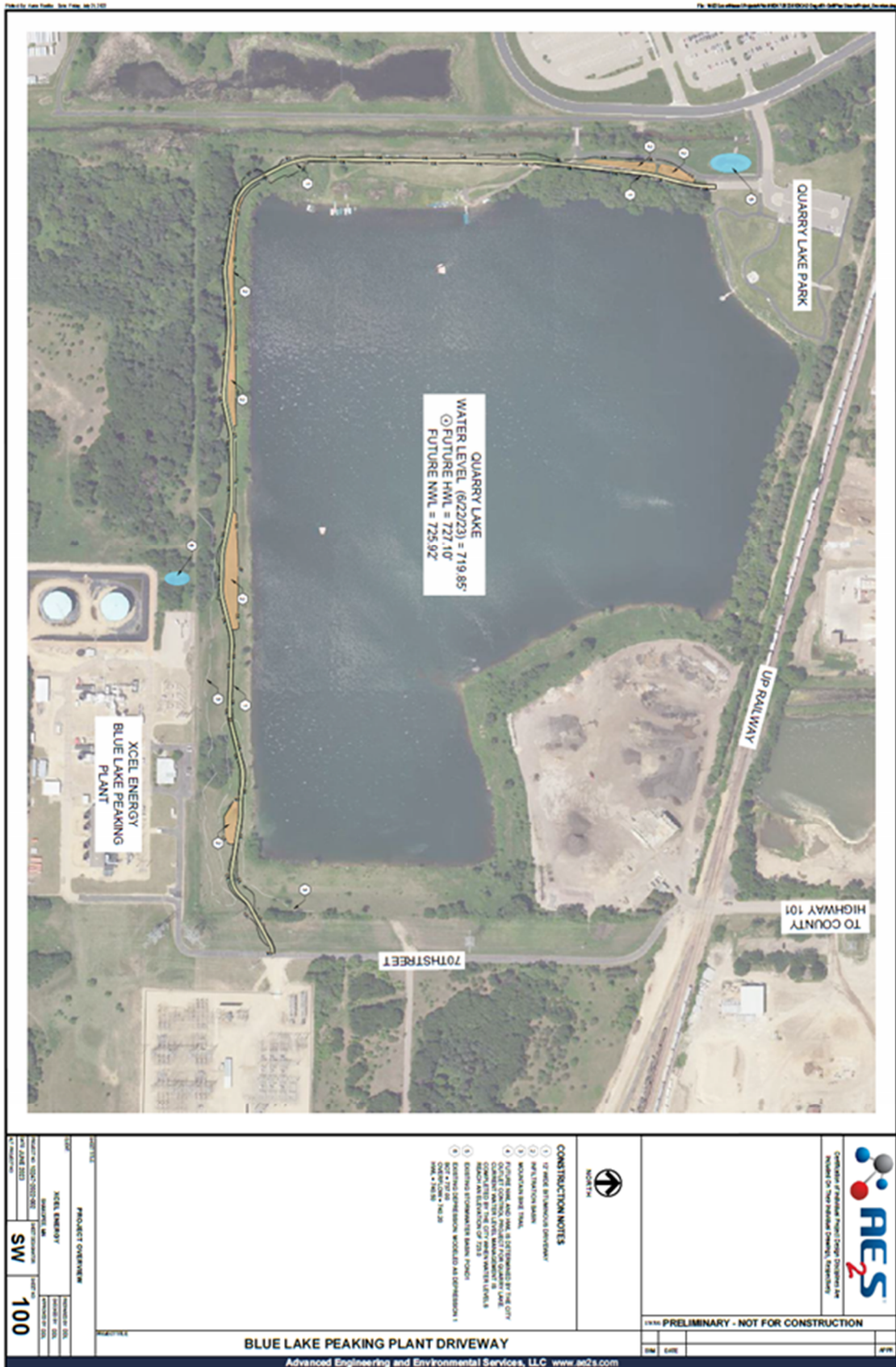


EXHIBIT E

Form of Annual Inspection Report
[*on following pages*]

Annual Inspection Report

Inspection Year: _____

Name of Site: Quarry Lake Park –
Xcel Access Road

Address: PID No. 279110061

Inspector: _____

Company: _____

Signature: _____

Phone: _____

Send Report to: City of Shakopee, Engineering,
485 Gorman Street, Shakopee, MN 55379
phone: 952-233-9369 email: engineering@ShakopeeMN.gov

North Pond – Operation and Maintenance Checklist

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing drainage areas and facilities clean of litter and vegetative debris		
No dumping of yard waste into facility		
Bioretention area clean of litter and vegetative debris		
2. Vegetation (Monthly)		
Plant height taller than design water depth		
Fertilized per O & M plan		
Plant composition according to O & M plan		
Adequate vegetation density		
Undesirable vegetation removed		
Grass height less than 6 inches		
Mulch layer adequate		
No evidence of erosion		
3. Check Dams/Energy Dissipators/Sumps (Annually, After Major Storms)		
No evidence of sediment buildup		
Rip Rap in place and no missing rock		

Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist
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North Pond – Operation and Maintenance Checklist (continued)

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaters between storms within 48 hours		
No evidence of standing water		
5. Sediment Deposition (Annually)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
No evidence of surface clogging		
Winter sand deposition evacuated every spring		
6. Outlet/Overflow Spillway (Annually, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annually)		
Facility has not been blocked or filled inappropriately		
Comments:		
Actions to be taken:		

Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist

Southwest Pond – Operation and Maintenance Checklist

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing drainage areas and facilities clean of litter and vegetative debris		
No dumping of yard waste into facility		
Bioretention area clean of litter and vegetative debris		
2. Vegetation (Monthly)		
Plant height taller than design water depth		
Fertilized per O & M plan		
Plant composition according to O & M plan		
Adequate vegetation density		
Undesirable vegetation removed		
Grass height less than 6 inches		
Mulch layer adequate		
No evidence of erosion		
3. Check Dams/Energy Dissipators/Sumps (Annually, After Major Storms)		
No evidence of sediment buildup		
Rip Rap in place and no missing rock		
Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist		

Southwest Pond – Operation and Maintenance Checklist (continued)

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaters between storms within 48 hours		
No evidence of standing water		
5. Sediment Deposition (Annually)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
No evidence of surface clogging		
Winter sand deposition evacuated every spring		
6. Outlet/Overflow Spillway (Annually, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annually)		
Facility has not been blocked or filled inappropriately		
Comments:		
Actions to be taken:		

Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist

South Pond – Operation and Maintenance Checklist

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing drainage areas and facilities clean of litter and vegetative debris		
No dumping of yard waste into facility		
Bioretention area clean of litter and vegetative debris		
2. Vegetation (Monthly)		
Plant height taller than design water depth		
Fertilized per O & M plan		
Plant composition according to O & M plan		
Adequate vegetation density		
Undesirable vegetation removed		
Grass height less than 6 inches		
Mulch layer adequate		
No evidence of erosion		
3. Check Dams/Energy Dissipators/Sumps (Annually, After Major Storms)		
No evidence of sediment buildup		
Rip Rap in place and no missing rock		
Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist		

South Pond – Operation and Maintenance Checklist (continued)

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaters between storms within 48 hours		
No evidence of standing water		
5. Sediment Deposition (Annually)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
No evidence of surface clogging		
Winter sand deposition evacuated every spring		
6. Outlet/Overflow Spillway (Annually, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annually)		
Facility has not been blocked or filled inappropriately		
Comments:		
Actions to be taken:		

Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist

Southeast Pond – Operation and Maintenance Checklist

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing drainage areas and facilities clean of litter and vegetative debris		
No dumping of yard waste into facility		
Bioretention area clean of litter and vegetative debris		
2. Vegetation (Monthly)		
Plant height taller than design water depth		
Fertilized per O & M plan		
Plant composition according to O & M plan		
Adequate vegetation density		
Undesirable vegetation removed		
Grass height less than 6 inches		
Mulch layer adequate		
No evidence of erosion		
3. Check Dams/Energy Dissipators/Sumps (Annually, After Major Storms)		
No evidence of sediment buildup		
Rip Rap in place and no missing rock		
Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist		

Southeast Pond – Operation and Maintenance Checklist (continued)

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaters between storms within 48 hours		
No evidence of standing water		
5. Sediment Deposition (Annually)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
No evidence of surface clogging		
Winter sand deposition evacuated every spring		
6. Outlet/Overflow Spillway (Annually, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annually)		
Facility has not been blocked or filled inappropriately		
Comments:		
Actions to be taken:		

Bioretention/Filtration Facility Operation, Maintenance, and Management Inspection Checklist