



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, JULY 27, 2020  
6:30 PM**

**AGENDA**

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
  - A. Minutes
    1. July 13, 2020 City Council Meeting Minutes
    2. July 13, 2020 City Council Workshop Meeting Minutes
  - B. Claims
  - C. Staff Reports
    1. Public Works Report
    2. Engineers Report
    3. City Administrators Report
    4. Fire Department Report
    5. Sheriff Department Report
  - D. Money Transfers – Resolution 7.27.20.24
  - E. Fire Department – Approval of Austin Maetzold as a Volunteer Firefighter – Resolution 7.27.20.25
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  - A. Administrative
    1. MnDOT – Highway 25 City Project Funding Portion Approval
  - B. Engineering
    1. Water Treatment Plant and Water Tower Projects – Construction Service Engineering Cost Approval
    2. Pond Assessment Summary
    3. Pond Policy and Procedures
    4. Water Treatment Plant and Well Project - PFA Loan Approval – Resolution 7.27.20.26
- 7. City Council Reports**

**8. Other Business**

**9. Upcoming Meetings & Events**

August 4, 2020 Planning Commission Meeting

August 10, 2020 City Council Meeting

August 11, 2020 – Park Commission Meeting -Cancelled

August 11, 2020 – Primary Election

August 24, 2020 – City Council Meeting

**10. For Your Information**

**11. Administrators Check In Review – The Purpose of the closed meeting will be to meet in Closed Session, permitted under Minnesota State Statute 13D.05, subd. 3(a) – for the purpose of conducting the City Administrator’s annual performance review.**

**12. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – JULY 13, 2020

Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

COUNCIL PRESENT: Mayor Dodge, Council Members Boder, and Butterfield

COUNCIL ABSENT: Council Members McNeilly and Stieve-McPadden

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

FIRE DEPARTMENT PRESENT: Fire Chief I Andy Maetzold, Fire Chief II Rod Maetzold

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Derek Eley

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Boder to approve the agenda with the removal of Administrator's Check-in Review. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Boder with a second by Council Member Butterfield to approve the Consent Agenda as presented. Motion Carried 3/0.

1. Approve the Minutes of the June 22, 2020 Regular Council Meeting.
2. Approve the Minutes of the June 22, 2020 Council Workshop Meeting.
3. Approve Claims for the Month of July 2020. Check numbers 23093 to 23129. E-check numbers 5707 to 5724. Bank assigned number 50140.
4. Approve Resolution 7-13-20-20 Ducks Unlimited Gambling License.
5. Approve Resolution 7-13-20-21 2021 Assessors Contract.

CITY ADMINISTRATOR

1. **Approve Resolution 7-13-20-22 Fire Station Capital Improvement Plan – Calling for Public Hearing –** City Administrator McCallum reviewed the Fire Station Capital Improvement Plan (CIP) document with Council. She stated she collaborated with Todd Hagen at Ehlers for the issuing of bonds under a CIP without the referendum requirement. The document is designed to anticipate capital improvement expenditures and schedule them over a five-year period so they may be purchased in the most efficient and cost-effective method. The process begins with the analysis of the City's five-year capital improvement needs and funding sources. The City may solicit input from citizens and other governmental units at the early stage. Once CIP draft is completed, the next step is to hold a public hearing. If the City decides to use General Obligation Bonds, another public hearing will need to be held. City Administrator McCallum recommended holding the public hearings on the same day. Council discussed the numbers used to calculate the City's debt limit and questioned whether the other major projects such as the 2021 Street Project and Water Tower Maintenance Project were considered. City Administrator stated she used \$4,026,523 estimated cost for the Fire Department along with these future projects. The debt limit cannot be more than 3% and the Fire Station project will bring the City close to its max. Council Member Boder asked if the Fire Station Committee had met since the last Council Meeting. He stated he would have liked to see actual costs presented because he clearly voiced that the \$4,026,523 is not palatable. Council Member Boder asked the City Administrator if communication has improved. Fire Chief I Andy Maetzold stated he has kept City Administrator in the loop and the Fire Station Committee plans to meet with Brunton Architects soon. City Administrator McCallum stated the consensus from members of the Fire Station Committee was to wait to

meet with Brunton Architects until after the “Open House”. She clarified that using the higher numbers were for bond issuance and not the actual cost of the project. Mayor Dodge stated he is “o.k.” with using the four million number for going out for bonds. He stated he is concerned how close this will bring the City to its maximum debt and clarified that a 3/5 vote is needed to approve the sale of the CIP Bonds. A MOTION to Approve Resolution 7-13-20-22 Fire Station Capital Improvement Plan – Calling for Public Hearing was made by Council Member Butterfield and seconded by Mayor Dodge. Motion carried 2/1. *Council Member Boder a nay.*

2. **Approve Resolution 7-13-20-23 Street Reconstruction Plan – Calling for Public Hearing** – Tabled During discussion, Council had different interpretations on how the project was going to be funded. Mayor Dodge recommended bringing this discussion back to a work session to realign financial direction.
3. **Approve Ordinance 230 Text Amendment to Amend Title XV: Land Usage, Chapter 152 Zoning, Section 152.060 (C/I) Commercial/Industrial District, Letter (B) Permitted Uses of the City of Mayer Municipal Code** – The City of Mayer owns multiple parcels of land in the Shimmcor Commercial & Industrial Park and are zoned C/I Commercial/Industrial District. One parcel consists of the public works building, another contains the City of Mayer water tower and the other is vacant, but plans are being proposed to build a new fire station. Staff noticed that no uses listed in the C/I district allow for a fire station let alone any government building even though government buildings are currently located in the district. The Planning Commission recommended the text for the C/I district should be amended to allow for governmental buildings in the C/I district. A MOTION was made by Council Member Boder and seconded by Council Member Butterfield to Approve Ordinance 230 Text Amendment to Amend Title XV: Land Usage, Chapter 152 Zoning, Section 152.060 Commercial/Industrial District, Letter (B) Permitted Uses of the City of Mayer Municipal Code. Motion Carried 3/0.
4. **Approve Fire Department Tanker** – The need for new Fire Department tanker has been discussed multiple times with Council and now City Administrator McCallum is asking Council for direction on how to finance a new Fire Department Tanker. She presented three scenarios based on how much the City decides the Department Capital Fund should contribute to the purchasing of the tanker. The current capital fund is approximately \$250,000 with another \$100,000 to be allocated in 2020.
 

\$100,000 Fire Dept Fund	\$125,000 Fire Dept Fund	\$150,000 Fire Dept Fund
\$121,628 City of Mayer	\$103,028 City of Mayer	\$84,428 City of Mayer
\$41,850 Townships (4)	\$35,450 Township (4)	\$29,050 Townships (4)

A MOTION to Approve \$125,000 of Fire Department Capital Fund for the purchase of a tanker at a fixed loan rate of 3.38% and a five year term was made by Mayor Dodge and seconded by Council Member Butterfield. Motion carried 2/1. *Council Member Boder a nay.*

PUBLIC WORKS

1. **Approve Skate Park Equipment** – The Park Commission has been discussing current and future upgrades to the skate park and would like to do various phases as a cost saving measure. City Staff is requesting approval to purchase two quarter pipes, a picnic table, and a grind box for the first phase upgrade at Meadow Park. The cost for this equipment is \$17,476.25 with Public Works doing the installation. A MOTION to approve skate park equipment in the amount of \$17,476.25 with Public Works doing the installation was made by Council Member Boder and seconded by Council Member Butterfield. Motion carried 3/0.  
Mayor Dodge stated he would like to see the complete future plans along with the number of proposed phases.

OTHER BUSINESS

- Mayor Dodge stated that he would like to see the City sharing equipment with surrounding communities and work toward finding solutions to share “fire apparatus” to support the fire district.

ADJOURN

There being no further business, a MOTION was made by Council Member Butterfield and seconded by Council Member Boder to adjourn the meeting at 7:17 p.m. Motion Carried 3/0

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy Clerk MCMC

DRAFT

CITY COUNCIL WORKSHOP MEETING MINUTES – JULY 13, 2020

Call Work Session to order at 7:18 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Boder, and Butterfield

ABSENT: Council Member McNeilly and Stieve-McPadden

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Derek Eley

1. **Discussion on 2021 Budget Goals:** City Administrator reviewed the 2020 General Fund Budget and presented Council with the 2021 budget goals and schedule. She laid out the City's 2021 budget goals, objectives, and priorities; stating that the review of historical numbers puts the City in a good situation. She informed Council that the City will be receiving approximately \$125,000 through the Care Act. Mayor Dodge stated that his goal is to keep the tax rate the same as we work through the 2021 budget. He expressed some frustration toward projects that were delayed and not getting done. He advised City Administrator to have a good handle on planning for the City's future needs and growth as she works through the 2021 budget.
2. **Discussion on Second Camera in Council Chambers:** City Administrator opened discussion on a second camera for the Council Chamber. The camera would provide the ability to switch between cameras and allow for presentation materials to be displayed on the recording for those who watch the meeting online. Council agreed that a second camera would be helpful. City Administrator stated that she will have Tierney Audio Visual come out and assess the placement of the camera. Council asked for an update on when meetings will be able to be watched live. City Administrator stated she is currently working on the contract with Jaguar Communications to set-up live streaming.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:31 p.m.

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy Clerk MCMC

**ACCOUNTS PAYABLE LIST**

**JULY 27, 2020**

**Checks: 23129 - 23157, 5725E - 5730E**

23129	Bureau of Criminal Affairs	FD Background Check - A. Maetzold	\$15.00
23130	Brand Networking	2020 Network Upgrades	\$740.67
23131	AEM Financial Solutions	1st Quarter Financial Report	\$1,800.00
23132	Alex Air Apparatus	FD Compressor Repair	\$588.81
23133	American Ramp Company	Skate Park Equipment	\$17,476.25
23134	Bobs Repair of Mayer Inc	FD 2000 Spartan - Maintenance	\$871.45
23135	Brunton Architects	Fire Station Design Work - second half	\$30,121.50
23136	Carver County Attorneys Office	Quarterly Prosecution Contract	\$361.70
23137	Cintas	Employee Uniforms and Rugs	\$179.95
23138	Emergency Medical Training	Course Fees - FD	\$3,925.00
23139	Greater MN Communications	June 2020 Utility Billing	\$993.06
23140	Guardian Pest Control Inc	Pest Control - City Hall/Community Center	\$44.26
23141	Hydro Klean LLC	Inflow/Infiltration	\$5,420.16
23142	Jerrys Transmissions Services	FD - Mirror Replacement	\$326.58
23143	Kjolhaug Environmental Services	Review and Edit Wetland Report	\$450.00
23144	Lincoln National Life Insurance	Employee Benefits	\$202.80
23145	MetroWest Inspection Services	Final Permits	\$6,043.39
23146	Midwest Fire	FD Tanker Deposit	\$10,314.00
23147	Mini Biff LLC	Mayer Car Show	\$97.92
23148	Mobil - Exxon	Fire Department	\$488.69
23149	Municipal Development Group	Planning Services	\$356.25
23150	Overline and Sons	Sewer Jetting and Televising	\$32,944.29
23151	Ratwik Roszak and Maloney	Attorney Fees/WM Contract/misc	\$2,740.17
23152	Security and Sounds Co	Fiber - CAD6 - IT upgrades	\$788.00
23153	Security Bank	H.S.A. - McCallum	\$125.00
23154	Utility Consultants	Samples	\$1,177.15
23155	Void	VOID	
23156	Vessco Inc	Bushing and Nut	\$56.98
23157	Water Conservation Services	Leak Locate- 201 Ash Ave S.	\$404.26
5725E	Frontier	PW Interest	\$113.73
5726E	Arinna LLC	Solar Subscription	\$2,539.28

5727E	McLeod Coop Power Assn	City Sign	\$36.92
5728E	McLeod Coop Power Assn	Street Lights	\$707.46
5729E	Xcel Energy	Street Lights	\$1,581.70
5730E	Verizon Wireless	FD Cell and Tablet	\$41.19
<hr/>			\$124,073.57



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from June 20<sup>th</sup> (2020) to July 21<sup>st</sup> (2020)

**Besides normal day-to-day operations the Mayer Public Works Department performed the following tasks:**

### **Parks**

Staff is working with a skate park company to come up with new equipment for the current space. This company is also working with city staff on designing two additional phases to the skate park for future expansion. Staff received a quote on replacing the equipment that is currently at the site. The equipment has been ordered and we should be receiving it with in the coming weeks.

Public works staff started taking an inventory of trail repairs that are needed to be completed this year. A few of the trails need sections dug out and repaved and seal coated. Staff has reached out to a contractor to conduct the necessary work.

Public works staff started spraying weeds in all the parks: along fence lines, trees, buildings, etc.

Public works staff finished installing the batting cage in old schoolhouse park. The four main beams, net, and pitching screen have all been installed.

Public works staff constructed and installed the new GaGa Ball pit for West Ridge park. Staff has received quotes on possible matting for the floor of the GaGa Ball pit. The park board will review the quote at their next scheduled meeting.

### **Roads**

Public works staff started receiving on quotes on the crack sealing that needs to take place in 2020. The areas that staff plans on crack sealing this year are the Cold Water development, city hall parking lot, and the wastewater treatment plant parking lot. Staff is also receiving a quote on seal coating the city hall parking lot and wastewater treatment plant parking lot.

### **Water Treatment Plant**

Public works staff continues to work with city engineers to discuss the well, water treatment plant, and water tower projects. The city engineer is currently working on putting together some mock-up drawings of the water tower colors. We will be presenting those at an upcoming City Council meeting.

Staff installed a new chemical feed pump for the for the poly phosphate and replaced the feed tubing.

Staff had “water leak” on Hwy 25 tested once again to determine if the leak is coming from the City’s water main or from another source. The test once again determined that there was no significant leak coming from the City’s water main that is in the area; however, if the leak is coming from an old service line it could be difficult to find. Public works staff as tested the water recently for fluoride and chlorine, and staff has determine that the leak could be coming from the City’s water main or service line. All past test that staff has been conducting have produced negative results that it was coming from the City’s water main. However; the leak has now come to a stop which makes digging and finding the leak impossible. Staff will continue to monitor the area to see if the leak reemerges.

## **Wastewater Treatment Plant**

Public works staff had to install a temporary aluminum sulfate feed line to the center of the secondary clarifier. Staff believes that the current feed line may be broke or plugged. More investigating will be done this fall when control structure number two gets pumped down and cleaned out.

## **Storm Water**

Staff completed the backyard drainage project at 1113 Apple Circle that the Mayer City Council approve last summer. Public workings installed about 80 feet of drain tile and connected it to a nearby storm sewer manhole. The project went according to plan and the residents in the area were very happy with the project overall.

Looked at some issues with some backyard drainage on Foxtail Glen. Public works staff will be cleaning a storm water inlet in the coming weeks. The inlet has accumulated some sand and other debris. That is restricting some of the flow; however, it isn't causing anything to back up at the moment.

## **COVID-19**

Public works staff is taking the necessary precautions needed to prevent the spread of the COVID-19 virus. Public works employees are distancing themselves from one another by taking separate vehicles a majority of the time, and by working at separate facilities as much as possible. Cleaning at all the facilities and vehicles has also been increased. At this time the public works department's primary focus is keeping the water and wastewater treatment facilities operating at their highest standard. As restrictions begin to ease public works staff will begin doing more park related projects.

Public works created an emergency response plan that highlights the public works department's primary focus.



## MEMORANDUM

**Date:** July 22, 2020  
**To:** Mayer City Council  
**From:** David Martini  
**Subject:** Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk worked on during the June billing period:

### Miscellaneous Engineering

Miscellaneous engineering included the following:

- Attendance at the City Council meeting on June 8<sup>th</sup>
- Attendance at the Public Works Committee Meeting on June 8<sup>th</sup>
- Review of drainage issues at 1366 Foxtail Glen, 1611 Walnut Court, 2506 Rocky Meadow Lane, and 2454 Deerwoods Court
- On-going work related to wetland banking credits
- Reviewing retaining wall proposals

7.5 hours of time was provided at the City's reduced hourly rate and the Council meeting was attended at **no charge**, which resulted in a savings to the City of **\$1,010**.

### Development Review

During the billing period, time was spent reviewing a Letter of Credit request for Cold Water Crossing 7<sup>th</sup>. Time was also spent reviewing lot surveys and grading in Hidden Creek and Cold Water Crossing.

### 2020 Street Improvements

During the billing period, time was spent on pre-construction coordination and initial discussions for 2021 improvements.

### West Ridge Park Parking Lot

During the billing period, time was spent observing warranty work for the project including trail paving and restoration.

### 2020 Pond Assessments

During the billing period, time was spent on individual pond assessments.

## **Administrators Report**

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**Fire Station Open House – July 9, 2020** - The Fire Department hosted its second open house at the Fire Station to educate residents on the proposed fire station. Social distancing was in place, hand sanitizer available and residents were asked to wear a mask. Additional education opportunities will be online and on social media.

At the June 23, 2020 open house, we had 5 residents walk through. At the July 9, 2020 open house, we had 0 residents.

**Primary Election** – Had a virtual meeting about the upcoming Primary Election on August 11, 2020. It is coming up quickly! There will be some precautions and measures that will have to take place with regards to COVID-19. Information was sent out in the newsletter and online.

The week of July 27, 2020 will be a lot of equipment testing and preparation for the August 11, 2020 Election.

**IT Project Upgrades** – Public Works is going to start wiring the project for new IT upgrades. They will be doing extra wiring for future needs as well. For example, if we want to add security cameras in the future the wiring will be there already.

**Gaga Pit** – Public works installed the Gaga Pit in West Ridge Park. Yay! We posted it on social media.

**Pond Maintenance Plan – July 27, 2020** – This will be to the Council on July 27, 2020.

**CARES ACT Money** – I am finalizing some information that I will present at the July 27, 2020 meeting on how we can spend the CARES ACT Money. We will be receiving about \$175,000.00.

**Building Committee – Fire Department** – This committee met on Tuesday, July 21, 2020 at 6:30 p.m. at City Hall to take a very thorough look at the Fire Station building and what are needs and what are wants and how they can find ways to reduce the cost.

An update will be provided at the workshop on July 27, 2020.

**Budget Goals** – This was briefly discussed at the July 14, 2020 City Council workshop meeting.

Some of the goals discussed were to:

1. Keep tax rate at or below current rate.

2. Increase transparency and civic engagement.
3. Update Capital Improvement Plan to focus on long-term expansion and maintenance of current buildings
4. Do research on 2021 staffing needs.
5. Continue to be proactive in long term planning.

Margaret McCallum

Date: July 8, 2020

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS  
FROM: MAYER FIRE DEPARTMENT, ANDY MAETZOLD – FIRE CHIEF

SUBJECT: FIRE REPORT FOR MONTH ENDING – 06/30/20

**TOWNSHIP CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
6-4-20	2128	Hollywood	Medical/14780 42 <sup>nd</sup> St	21	R11
6-19-20	554	Camden	Mutual Aid Silo Fire/17920 94 <sup>th</sup> St	21	E11, T11, T12
6-28-20	1613	Waconia	P.I. Accident/14120 Co Rd 30	11	R11

**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
6-3-20	1141	C.O. Alarm/2211 Coldwater Crossing	8	E11
6-15-20	2230	Medical/117 5 <sup>th</sup> St NE	16	R11
6-20-20	1516	Medical/1452 Hidden Crossing	11	R11, R12
6-20-20	1638	Medical/5114 Sundance Run	11	R11

**FIRE DEPARTMENT TRAININGS/ACTIVITIES**

6-1-20	Regular Business Meeting – Meet with Architect
6-2-20	Group 1 truck checks
6-3-20	Group 2 truck checks
6-8-20	Group training
6-9-20	Station Committee meeting
6-10-20	Group 3 truck checks
6-15-20	Fire Board meeting – Chief 1 Chief 2
6-15-20	Department Training
6-18-20	Carver County Chiefs Joint Ops meeting
6-22-20	City Council meeting – Chief 1 Chief 2
6-22-20	Group 4 truck checks
6-23-20	Fire Station open house
6-29-20	Officer Meeting

NIBRS - Activity Codes

Activity Code	Descriptor	
<b>GROUP A</b>		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

**GROUP B**

BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trespassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

**Activity Codes**  
**Non-criminal, Traffic and Administrative**

<b>NON CRIMINAL</b>		
<b>Code</b>	<b>Description</b>	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Transport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

<b>TRAFFIC RELATED</b>		
<b>Code</b>	<b>Description</b>	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

**ADMINISTRATIVE**

<b>Code</b>	<b>Description</b>	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immigration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order



**City of Mayer**

**June 2020**



**Carver County Sheriff's Office  
Verbal Warnings  
From: 06/01/2020 to 06/30/2020**

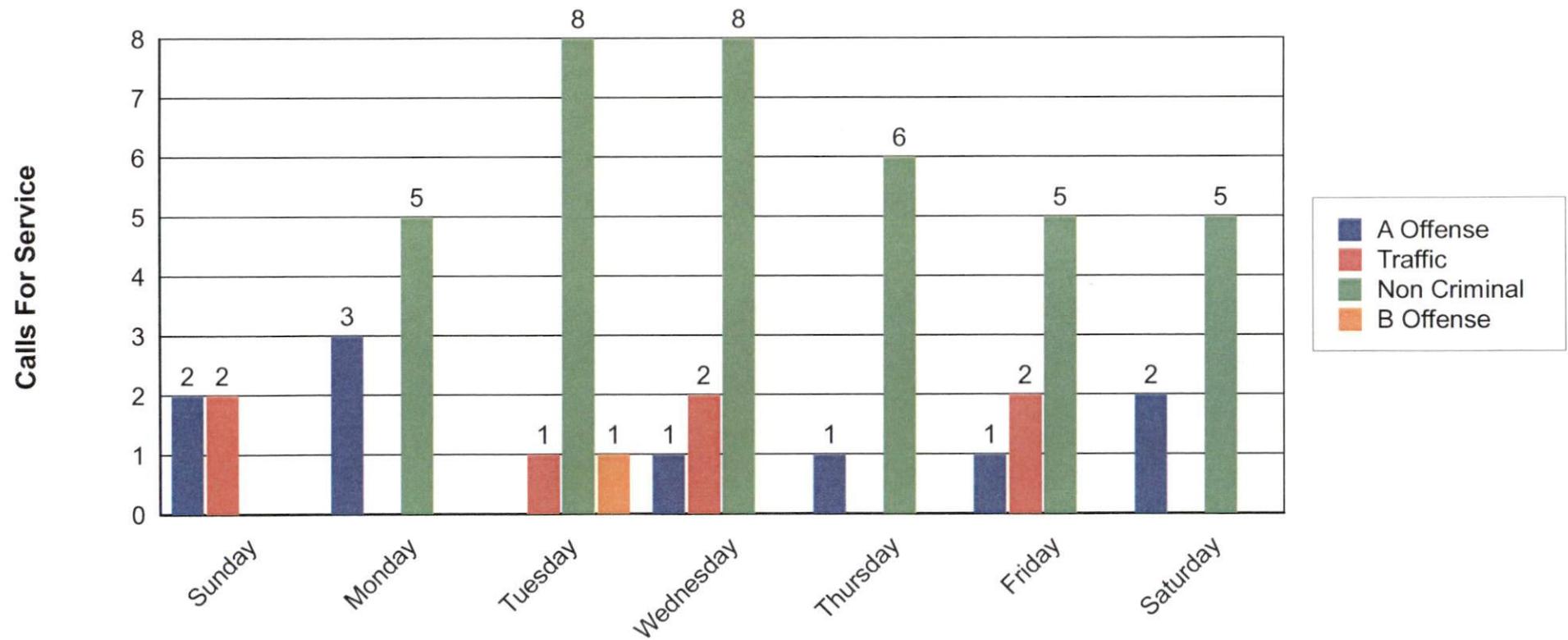
**Mayer City**

Disturbance (Info Only):	1
Traffic Stop:	6
Grand Total Verbal Warnings:	7



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 06/01/2020 To: 06/30/2020**

## Mayer City

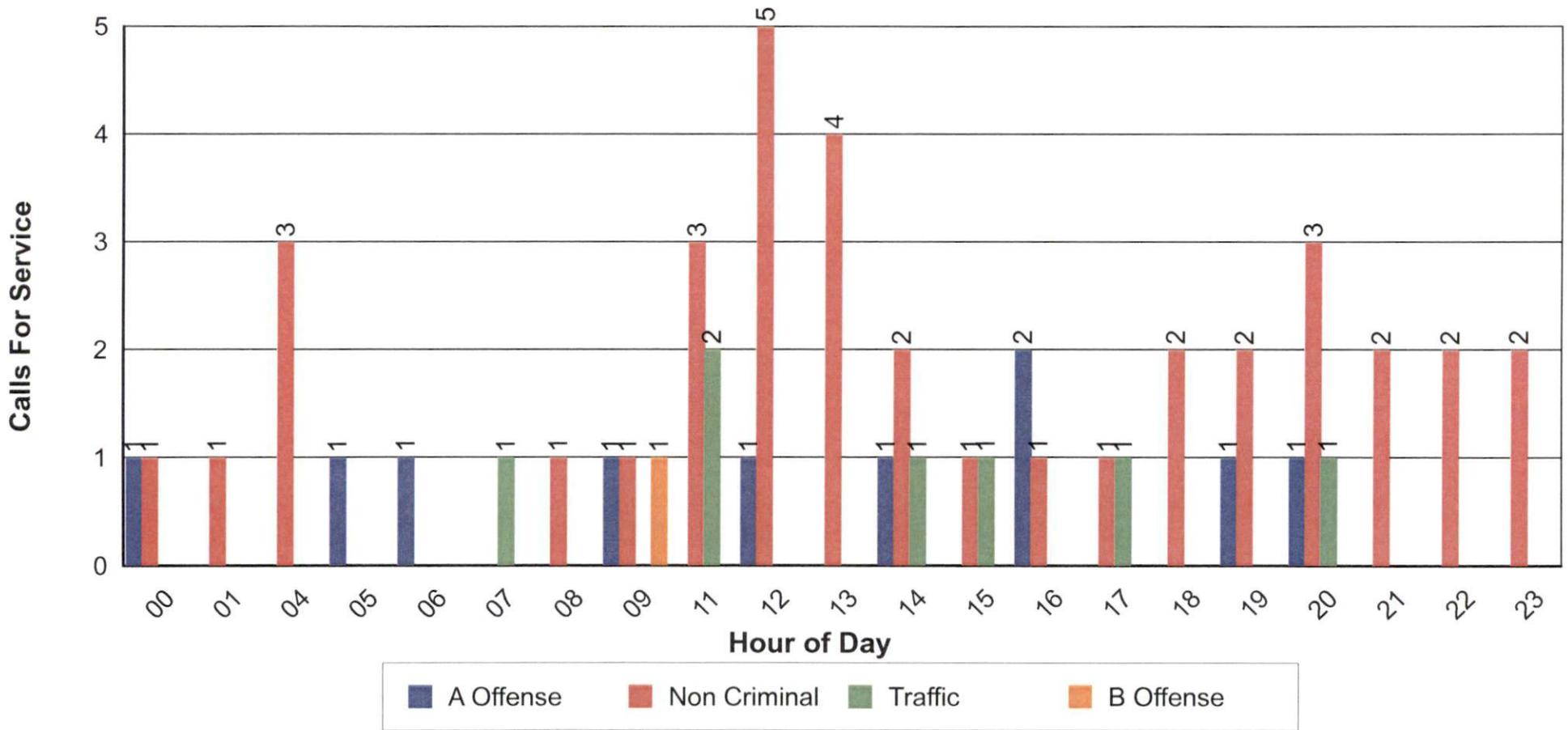


**Total Mayer City: 55**



Carver County Sheriff's Office  
Hour of Day Analysis of Calls for Service  
Patrol Activity  
From: 06/01/2020 To: 06/30/2020

# Mayer City

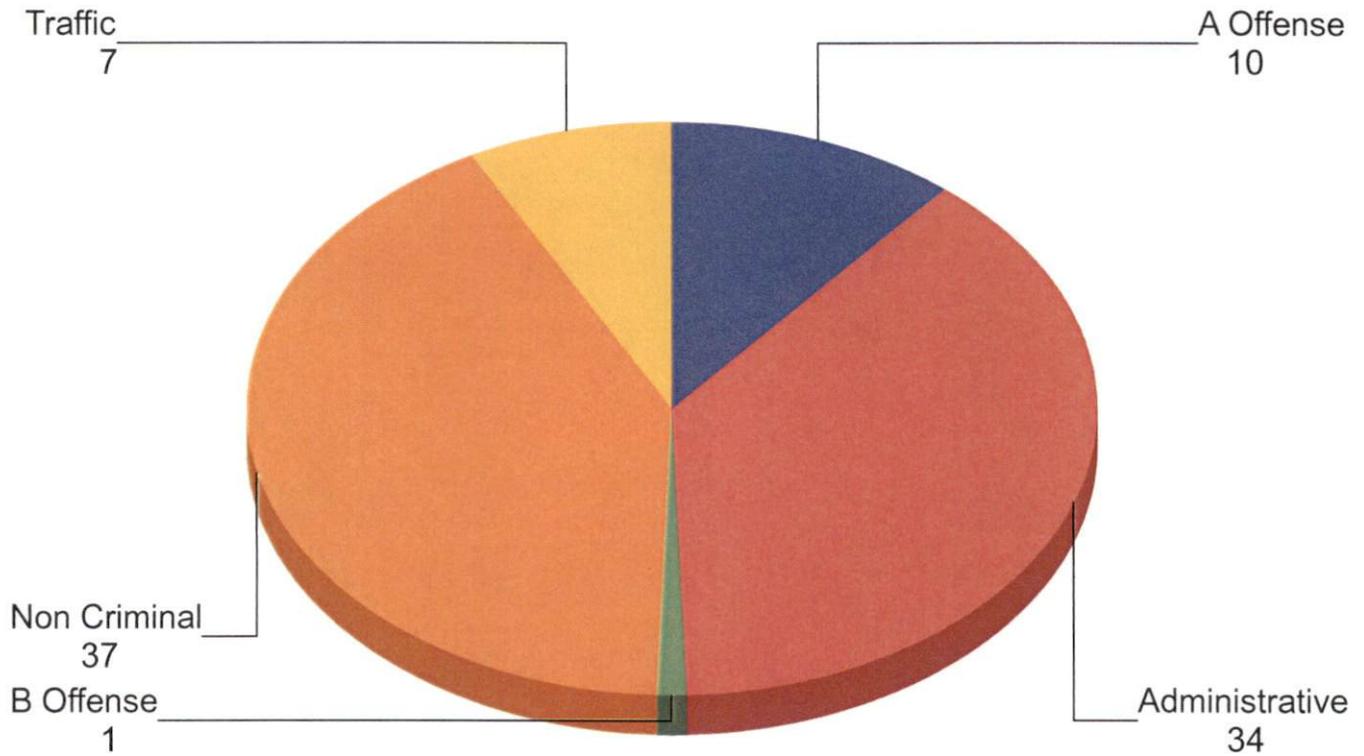


Total Mayer City: 55



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
From: 06/01/2020 To: 06/30/2020

# Mayer City



Total A Offense:	10
Total B Offense:	1
Total Non Criminal:	37
Total Traffic:	7
Total Administrative:	34

**Total Mayer City: 89**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 06/01/2020 To: 06/30/2020**

## Mayer City

### Patrol

#### A Offense

Burglary	2
Property Damage	1
Sex Crime	2
Theft	2
Fraud	2
Vehicle Theft	1

**Total A Offense: 10**

#### B Offense

Misc - criminal	1
-----------------	---

**Total B Offense: 1**

#### Non Criminal

Misc Non-criminal	9
Unlock Vehicle/bldg	1
Alarm	1
Abuse/Neglect (Info Only)	1
Animal	2
Medical	3
Fire Call	1
Mental Health	2
Warrant Service	3
Suspicious Activity	3
Open Door	4
Disturbance (Info Only)	7

**Total Non Criminal: 37**

#### Traffic

Traffic Stop	6
Driving Complaint	1

**Total Traffic: 7**

**Total Patrol: 55**

### Administrative

#### Administrative

GunPermit-Acquire	7
GunPermit-CarryNew	2
Lic - Peddler	25

**Total Administrative: 34**

**Total Administrative: 34**

**Total Mayer City: 89**



**Carver County Sherff's Office**  
**Arrest Summary**  
**For: Mayer City**  
**From: 06/01/2020 To: 06/30/2020**

	Total Charges	Total Arrestees	Total Incidents
<b>Mayer City</b>			
11D - Fondling	1	1	1
220 - Burglary/Breaking & Entering	1	0	
240 - Motor Vehicle Theft	1	1	1
90Z - All Other Offenses	1	1	1
Totals for Mayer City	4	3	3



Carver County Sheriff's Office  
Monthly Calls for Service  
From: 06/01/2020 To: 06/30/2020

## Mayer City

### Patrol

#### A Offense

Burglary	2
Property Damage	1
Sex Crime	2
Theft	2
Fraud	2
Vehicle Theft	1

**Total A Offense:** 10

#### B Offense

Misc - criminal	1
-----------------	---

**Total B Offense:** 1

#### Non Criminal

Misc Non-criminal	9
Unlock Vehicle/bldg	1
Alarm	1
Abuse/Neglect (Info Only)	1
Animal	2
Medical	3
Fire Call	1
Mental Health	2
Warrant Service	3
Suspicious Activity	3
Open Door	4
Disturbance (Info Only)	7

**Total Non Criminal:** 37

#### Traffic

Traffic Stop	6
Driving Complaint	1

**Total Traffic:** 7

**Total Patrol: 55**

### Administrative

#### Administrative

GunPermit-Acquire	7
GunPermit-CarryNew	2
Lic - Peddler	25

**Total Administrative:** 34

**Total Administrative: 34**

**Total Mayer City: 89**



**Carver County Sherff's Office**  
**Arrest Summary**  
**For: Mayer City**  
**From: 01/01/2020 To: 06/30/2020**

	Total Charges	Total Arrestees	Total Incidents
<b>Mayer City</b>			
11D - Fondling	1	1	1
13C - Intimidation	1	1	1
220 - Burglary/Breaking & Entering	1	0	
23D - Theft from Building	1	1	1
23F - Theft from Motor Vehicle	1	0	
240 - Motor Vehicle Theft	2	2	2
26A - False Pretenses/Swindle/Confidence	1	1	1
35A - Drug/Narcotic Violations	1	1	1
90C - Disorderly Conduct	2	2	2
90D - Driving Under the Influence	2	1	1
90G - Liquor Law Violations	1	0	
90Z - All Other Offenses	3	3	3
Totals for Mayer City	17	13	13



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2020 To: 06/30/2020**

# Mayer City

## Patrol

### A Offense

Assault	2
Burglary	2
Counterfeiting/Forgery	2
Drug Violation	2
Property Damage	1
Sex Crime	2
Stolen Property Offenses	1
Theft	4
Fraud	3
Vehicle Theft	1

**Total A Offense:** 20

### B Offense

Disorderly Conduct	2
Traffic - alcohol Rel	1
Misc - criminal	5

**Total B Offense:** 8

### Non Criminal

Misc Non-criminal	42
Unlock Vehicle/bldg	1
Alarm	5
Domestic	3
Abuse/Neglect (Info Only)	8
Animal	14
Medical	27
Assist Other Agency	2
Fire Call	7
Mental Health	3
Civil Process	1
Warrant Service	6
Snowmobile	1
ATV	1
Suspicious Activity	28
Open Door	27
Disturbance (Info Only)	21
Child Custody Dispute	2

**Total Non Criminal:** 199

### Traffic

Traffic - Misc	11
Traffic Stop	70
Pd Accident	1
Driving Complaint	4

**Total Traffic:** 86

**Total Patrol: 313**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2020 To: 06/30/2020**

**Administrative**

**Administrative**

GunPermit-Acquire	24
GunPermit-CarryNew	8
GunPermit-CarryRenew	2
GunPermit- Carry Late Ren	1
Lic - Liquor	4
Lic - Peddler	25
<b>Total Administrative:</b>	<b>64</b>

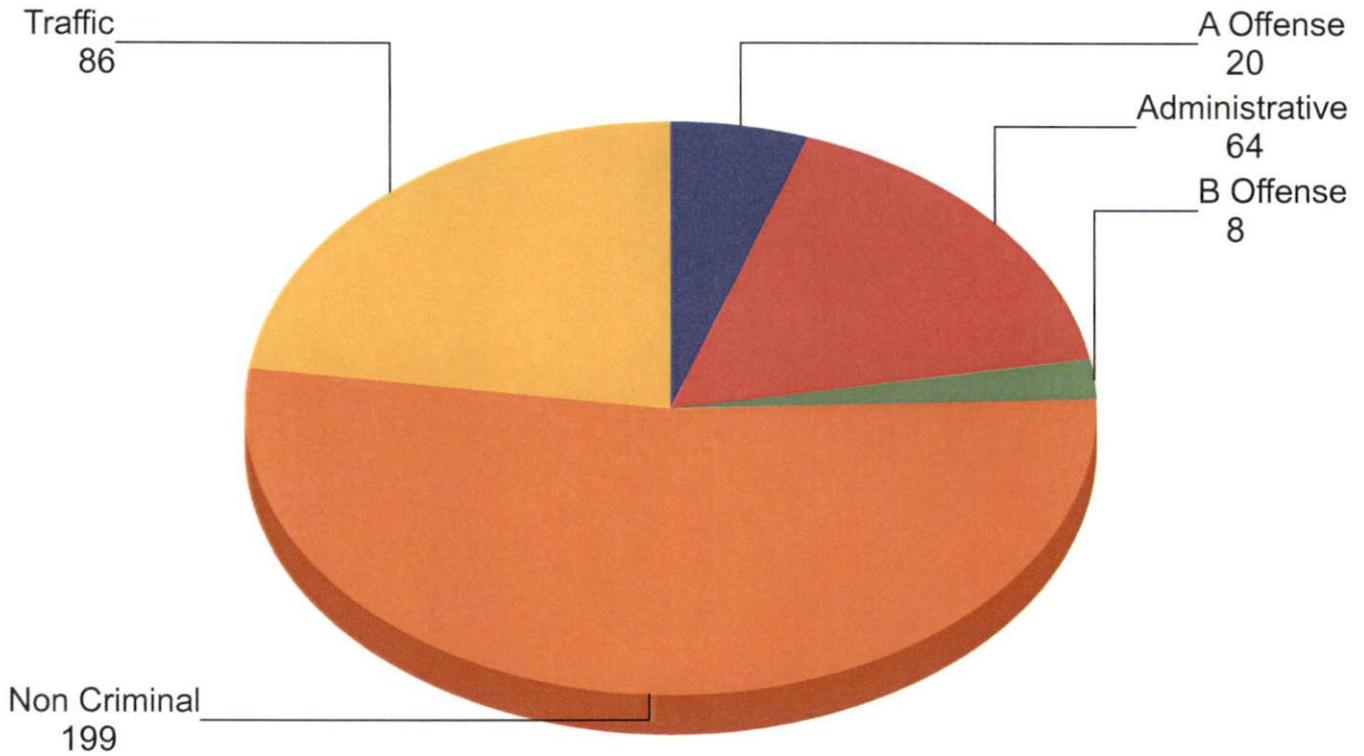
**Total Administrative: 64**

**Total Mayer City: 377**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2020 To: 06/30/2020**

**Mayer City**



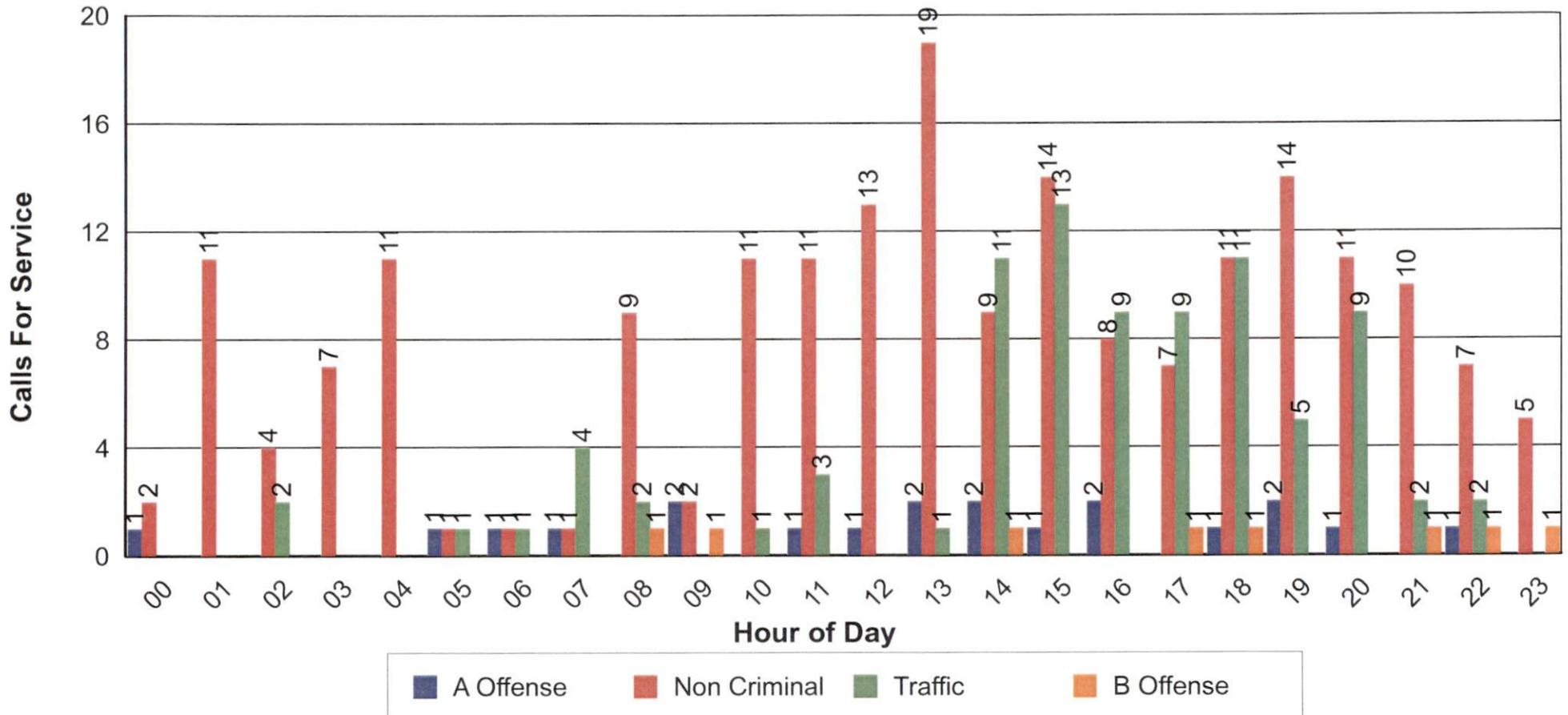
Total A Offense:	20
Total B Offense:	8
Total Non Criminal:	199
Total Traffic:	86
Total Administrative:	64

**Total Mayer City: 377**



**Carver County Sheriff's Office  
Hour of Day Analysis of Calls for Service  
Patrol Activity  
From: 01/01/2020 To: 06/30/2020**

## Mayer City

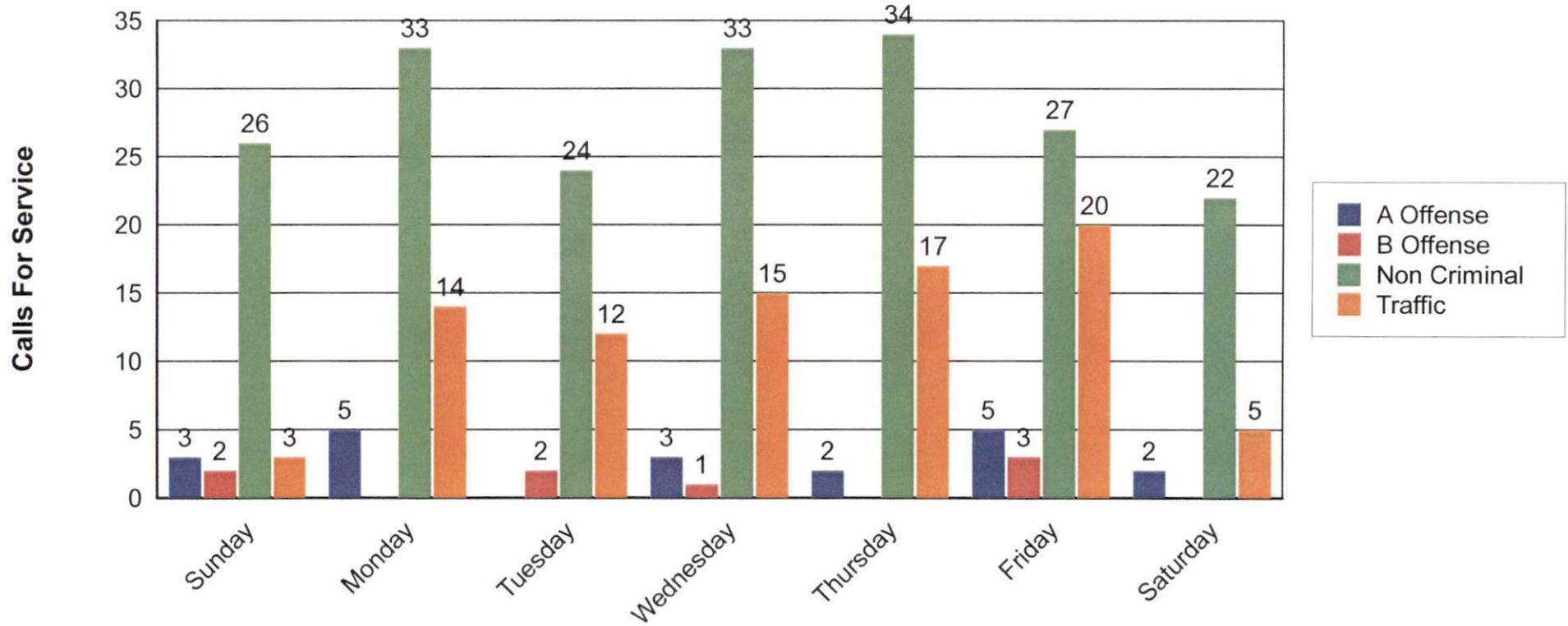


**Total Mayer City: 313**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
From: 01/01/2020 To: 06/30/2020

### Mayer City



**Total Mayer City: 313**



## **City Council Meeting Memorandum**

Item: Transfer of Funds

Meeting Date: July 27, 2020

Presented By: Margaret McCallum, City Administrator

### **Details:**

The 2019 Audit was completed in March 2020.

With that audit, some routine transfers were suggested from the General Fund to Capital Funds based on the balance of the General Fund.

Before 2019, the City of Mayer, within its budgets budgeted for \$100,000.00 in Fire Department Capital and \$100,000.00 in Streets Capital. These need to be transferred into the Capital Funds.

Transfer of money between accounts must be always be approved by the City Council.

In 2020, the City decided to levy the capital amounts completely separately and have therefore these funds are no longer within the General Fund.

Staff is asking Council to pass resolution 7.27.20.24 to transfer the 2019 capital from the General Fund to Capital Accounts.

Staff is also recommending a transfer of \$61,000.00 from the General Fund to the Street Capital Fund to finance the MnDOT project costs that the City of Mayer is responsible for.

Lastly, staff is asking Council to consider transferring \$24,000.00 from the General Fund to the Community Center Capital Fund for 2020 for a potential flooring project within City Hall/Community Center. The project would still have to come to Council for approval.

### **Attachments.**

Resolution 7.27.20.24

**CITY OF MAYER  
RESOLUTION NO. 7.27.20.24**

**RESOLUTION APPROVING THE TRANSFER OF FUNDS**

**WHEREAS**, the City of Mayer has completed its 2019 financial audit; and

**WHEREAS**, the City of Mayer desires to transfer available funds into capital funds to fund future projects.

**WHEREAS**, the City of Mayer is able to transfer funds from its General Fund based on its Fund Policy.

**WHEREAS**, any routine and all transfers must be approved by the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mayer, Minnesota, hereby agrees to make the following adjustments to the City Funds as follows:

1. Transfer \$100,000.00 from the General Fund 100 to the Fire Capital Fund 210 for the purpose of future fire department capital purchases.
2. Transfer \$100,000.00 from the General Fund 100 to the Streets Improvement Fund.
3. Transfer \$61,000.00 from the General Fund 100 to the Streets Improvement Fund for the purpose of funding the 2020 MnDOT Highway 25 project costs.
4. Transfer \$24,000.00 from the General Fund 100 to the Community Center Fund 410 for improvements to the Community Center.

Adopted by the City Council of the City of Mayer this 27th day of July, 2020.

---

Mike Dodge, Mayor

ATTEST: \_\_\_\_\_  
Margaret McCallum, City Administrator

**CITY OF MAYER, MINNESOTA**

**RESOLUTION 7.27.20.25**

**A RESOLUTION REGARDING THE APPOINTMENT OF AUSTIN MAETZOLD TO THE MAYER FIRE DEPARTMENT**

WHEREAS, the City of Mayer made the decision to appoint members to the Fire Department,

WHEREAS, the City and Fire Department are in need of Firefighters,

WHEREAS, Austin Maetzold has passed all requirements of the Mayer Fire Department and the Fire Chief is recommending the appointment of Austin Maetzold,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that Austin Maetzold start as a firefighter for the Mayer Fire Department upon approval.

Adopted this 27<sup>th</sup> Day of July by the Mayer City Council.

Attest:

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Margaret McCallum, City Administrator

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Mike Dodge, Mayor



### **City Council Meeting Memorandum**

Item: MnDOT – Highway 25 City Project Funding Portion Approval

Meeting Date: July 27, 2020

Presented By: Margaret McCallum, City Administrator

#### **Details:**

MnDOT has been planning for the Highway 25 project within and between the cities of Watertown and Mayer for a few years.

A summary of the work includes resurfacing Highway 25 south of 1<sup>st</sup> Street/County Road 30 in Mayer to State Street in Watertown.

Within Mayer, MnDOT will construct a sidewalk from 5<sup>th</sup> Street to 7<sup>th</sup> Street at the roundabout. In addition, MnDOT is proposing upgrades to sidewalks in downtown Mayer to meet current American with Disability Standards (ADA). These include sidewalks between 1<sup>st</sup> Street/County Road 30 and 5<sup>th</sup> Street.

The project is now projected to begin in Mayer the beginning of August 2020.

MnDOT has submitted, for consideration, a Cooperative Construction Agreement No. 1036535 for the planned mill and overlay project and improvements of Highway 25 in the City of Mayer.

The City has some minor utility relocation that will need to occur to facilitate some of the planned improvements as well as the installation of a push button pedestrian flasher and crosswalk.

These costs were projected to be approximately \$49,851.55, which will be paid for out of the street capital fund.

As of April 22, 2020, MnDOT notified the cities of Mayer and Watertown of delays to the project because of delays in completing the bidding requirements and utility relocation delays because of the COVID-19 pandemic. As a result, the letting date of the project has been pushed back to June. The delay will likely see construction beginning in August. Due to the push back in the date, this will likely not allow for the full project to be completed in one construction season.

It is likely that the Watertown portion of the project will be completed in 2021, with an anticipated completed date of June.

At the May 11, 2020 meeting, the City Council approved MnDOT Agreement No. 1036535 between MnDOT and the City of Mayer.

It highlights the responsibilities of both parties.

The projected financial responsibilities were estimated to be around \$49,851.55 for portions of the project including a pedestrian crosswalk (\$19,100.00) near the current fire station.

After the project was bid, the project costs, including the City's portion, came in higher than projected at \$58,901.28. While most areas of the City's portion went up in cost, the pedestrian crossing went up significantly to \$26,000.00.

The City Council is being asked to consider whether or not to include the pedestrian crossing in on the project for \$26,000.00.

If excluded, the City's portion would be \$32,901.28

**Attachments.**

MnDOT Agreement No. 1036535

Current Cost Sheet.

# Memo

**To:** Curt Kobilarcsik  
Metro Project Manager

**From:** Malaki Ruranika  
Cooperative Agreements Engineer

**Date:** April 16, 2020

**Subject:** Proposed Coop. Const. Agree. No. 1036535  
City of Mayer  
S.P. 1006-29 (T.H. 25=025)  
City cost for T.H. 25 Construction

Transmitted herewith in is a proposed agreement with the City of Mayer. This agreement provides for the City's share of the costs of the utility adjustments and PCFS construction on T.H. 25.

Present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized City officers on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document.

The executed agreements and resolutions (two originals of each) should be forwarded to this office as soon as possible. A copy will be returned to the City when fully executed.

**Please send me a copy of your letter transmitting the agreement to the City for approval.**

cc: File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MAYER  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>1006-29</u>	<b>Estimated Amount Receivable</b>
<b>State Project Number (S.P.):</b>	<u>1007-21</u>	<b><u>\$49,851.55</u></b>
<b>Trunk Highway Number (T.H.):</b>	<u>25=025</u>	
<b>Federal Project Number:</b>	<u>STPF 1020(218)</u>	
<b>Lighting System Feed Point:</b>	<u>"A" and "B"</u>	
<b>Signal System ID:</b>	<u>4021460</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Mayer acting through its City Council ("City").

**Recitals**

1. The State will perform grading, bituminous surfacing, bituminous mill and overlay, and ADA improvement construction and other associated construction upon, along, and adjacent to Trunk Highway No. 25 from County State Aid Highway (C.S.A.H.) No. 30 (First Street) to State Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 1006-29 (T.H. 25=025) ("Project"); and
2. The City has requested the State include in its Project utility adjustments and Pedestrian Crosswalk Flasher System (PCFS) construction; and
3. The City wishes to participate in the costs of the utility adjustments and Pedestrian Crosswalk Flasher System construction and associated construction engineering; and
4. The City requested an exception to the Cost Participation Policy in regards to City lighting costs associated with this Project. The State has concurred with the request and will allow the exception. The City will not be required to participate in said lighting costs; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.

- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. 4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 1006-29 (T.H. 25=025) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
  - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
  - A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
  - B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

## 2.5. *Permits.*

- A. **Utility Permit.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. **Limited Use Permit.** The City will obtain, through the District's Right-of-Way Area Manager, Limited Use Permit (L.U.P.) No. 1006-0044 to cover the City's liability responsibilities of trail to be constructed upon the State Right-of-Way. Upon expiration of said permit the City will obtain a new permit for the trail.

2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

## 3. **Maintenance by the City**

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Trails.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. Limited Use Permit No. 1006-0044 will further describe the maintenance responsibilities of the trail.
- 3.5. **Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the

poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

**3.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

#### **4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance**

Power, ownership, operation, maintenance and compliance responsibilities will be as follows for the new PCFS on T.H. 25 at 4<sup>th</sup> St:

- 4.1. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly service expenses necessary to operate the PCFS.
- 4.2. Ownership, Operation and Maintenance.** Upon completion of this Project, the City will own the PCFS. The City will operate and maintain the PCFS, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to: snow, ice and debris removal of the pedestrian landings, associated signing, crosswalk pavement markings, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 4.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance of current and future ADA requirements without cost or expense to the State. If the City fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the PCFS or the State may remove it at the City's cost.

#### **5. Basis of City Cost**

- 5.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Field Office Type D, Field Laboratory Type DX, and Traffic Control.
  - A.** 100 Percent will be the City's rate of cost participation in all of the utility adjustment and PCFS construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 5.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 5.4. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**5.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## **6. City Cost and Payment by the City**

**6.1. City Cost. \$49,851.55** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**6.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

**6.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

**6.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **7. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**7.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

**7.2.** The City's Authorized Representative will be:

Name, Title: Margaret McCallum, City Administrator (or successor)  
Address: 413 Bluejay Avenue, Mayer, MN 55360  
Telephone: (952) 657-1502  
E-Mail: Margaret.mccallum@cityofmayer.com

**8. Assignment; Amendments; Waiver; Contract Complete**

- 8.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**9. Liability; Worker Compensation Claims**

- 9.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**10. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**11. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**12. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil

remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**13. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Termination; Suspension**

**14.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**14.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**14.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

**15. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**CITY OF MAYER**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1036535**

**City of Mayer**

S.P. 1006-29 (T.H. 25=025)

Preliminary: April 14, 2020

S.P. 1007-21 (T.H. 25=025)

Fed. Proj. No. STPF 1020(218)

State Funds

Grading, bituminous surfacing, bituminous mill and overlay, and ADA improvements construction to start approximately July 2020 under

State Contract No. \_\_\_\_\_ with \_\_\_\_\_

located on Trunk Highway No. 25 from County State Aid Highway No. 30 (First Street) to State Street

**CITY COST PARTICIPATION**

(1) Utility Adjustments and PCFS Work Items From Sheet No. 2	46,158.84
Construction Engineering (8%)	3,692.71
<b>(2) Total City Cost</b>	<b>\$49,851.55</b>

(1) Pedestrian Crosswalk Flasher System (PCFS)

(2) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)



**CITY OF MAYER**

**RESOLUTION**

IT IS RESOLVED that the City of Mayer enter into MnDOT Agreement No. 1036535 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility adjustments and Pedestrian Crosswalk Flasher System construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 25 from County State Aid Highway No. 30 (First Street) to State Street within the corporate City limits under State Project No. 1006-29 (T.H. 25=025).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Mayer at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2020
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

**REVISED SCHEDULE "I"**

**Agreement No. 1036535**

**City of Mayer**

S.P. 1006-29 (T.H. 25=025)

Preliminary: April 14, 2020

S.P. 1007-21 (T.H. 25=025)

Revised: June 9, 2020

Fed. Proj. No. STPF 1020(218)

State Funds

Grading, bituminous surfacing, bituminous mill and overlay, and ADA improvements construction to start approximately July 2020 under

State Contract No. 200074 with Valley Paving, Inc.

located on Trunk Highway No. 25 from County State Aid Highway No. 30 (First Street) to State Street

**CITY COST PARTICIPATION**

(1) Utility Adjustments and PCFS Work Items From Sheet No. 2	54,538.22
Construction Engineering (8%)	4,363.06
<b>(2) Total City Cost</b>	<b>\$58,901.28</b>

(1) Pedestrian Crosswalk Flasher System (PCFS)

(2) Amount of advance payment as described in Article 6 of the Agreement





**City Council Meeting Memorandum**

Item: Water Treatment Plant and Water Tower Projects – Construction Service Engineering Cost Approval

Meeting Date: July 27, 2020

Presented By: Margaret McCallum, City Administrator

**Details:**

The City Council is being asked to approve construction service engineering costs for the Water Tower Project and the Water Treatment Plant and Well Projects.

These projects were approved at the end of 2019 to move forward. As part of the project estimates, engineering was factored in.

The City Engineer has completed the design and bidding stages of the project. They are now asking for approval for the Project Management portion for the construction period and close out period.

***WATER TOWER PROJECT***

***Bidding***

In October, 2019, the City authorized Bolton and Menk to prepare plans and specifications for a Tower Rehabilitation project that includes sandblasting, surface repairs and painting of the exterior.

At the April 27, 2020 City Council meeting, the plans were completed and the City Council authorized to advertise and bid the project.

At the June 5, 2020 meeting, bids for the project were presented to the Council. The project was approved and awarded to M.K. Painting in the amount of \$271,550.00.

***Financing***

The project cost was projected to come in around \$410,000.00 for the rehabilitation, administration and engineering costs.

Current and Projected Costs:

M.K. Painting - Contractor -	\$271,550.00	- Approved
Tower Design and bidding – Engineer	\$25,000.00	- Approved
Project Management/Closeout – Engineer	\$31,000.00	- Seeking Approval
Current Estimated Total -	\$327,550.00	

This project has been and continues to be part of the most recent Capital Improvement Plan. With that, the City Administrator and Financial Consultant have reviewed financial options for this project.

The City currently has the ability to pay cash for this project with money in the Capital Reserve in the Water Fund and still maintain a healthy balance. The balance is currently at about \$1,130,000.00.

**WELL AND WATER TREATMENT PLANT REHABILITATION PROJECTS**

***Bidding***

In October, 2019, the City authorized Bolton and Menk to prepare plans and specifications for the Water Treatment Improvements and Water Systems Upgrades.

At the May 20, 2020 City Council meeting,. the plans were completed and the City Council authorized to advertise and bid the project.

At the June 17, 2020 meeting, bids for the projects were presented to the Council. The projects were approved and awarded to Minnesota Mechanical Solutions Inc in the amount of \$980,171.00.

***Financing***

The project cost was projected to come in around \$1,306,500.00 for the rehabilitation, administration and engineering costs.

Current and Projected Costs:

Minnesota Mechanical Solutions - Contractor -	\$980,171.00	- Approved
WTP Design and bidding – Engineer	\$45,000.00	- Approved
Well Design and bidding – Engineer	\$51,500.00	- Approved
Project Management/Closeout – Engineer	\$110,000.00	- Seeking Approval
Current Estimated Total -	\$1,186,671.00	

This project has been and continues to be part of the most recent Capital Improvement Plan.

With that, the City Administrator and Financial Consultant have reviewed financial options for this project.

The City will be bonding for these two projects through at 20 year loan through the Public Facilities Authority.

**Attachments.**

Memorandum from Bolton and Menk – Water Tower Project

Memorandum from Bolton and Menk – WTP and Well Project



Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

VIA EMAIL AND U.S. MAIL

June 26, 2020

The Honorable Mike Dodge  
Mayor of the City of Mayer  
413 Bluejay Avenue  
Mayer, MN 55360-2106

RE: Water Treatment Plant Improvements  
Construction Services Summary  
City of Mayer, Minnesota  
Project No. M24.120258

Honorable Mayor and Council:

I am pleased to provide you with the following summary of engineering services for the City of Mayer as we continue to work on the water treatment plant improvements.

The engineering construction services through project closeout will include the following major tasks and scope:

- a. Attend and assist with the preconstruction conference to be attended by Mayer, contractors and any affected utility companies, as well as hold monthly construction progress meetings.
- b. Review shop drawings and information submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
- c. Consult with and advise the City and act as the City's construction representative as provided in the contract documents.
- d. Provide Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR will make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
- e. Provide interpretation of plans and specifications.
- f. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
- g. Provide periodic Council updates, project documentation, and assist contractor with record drawings.

- h. Conduct a final inspection of the project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
- i. Provide Record Drawings.
- j. Wage monitoring and AIS documentation.

Based on estimated hours for our staff, we have calculated an estimated construction fee of \$110,000 (this fee will not be exceeded without authorization by the City of Mayer), which is broken down into the approximate values for the following major items:

- On-site construction observation \$45,000
- Project management \$20,000
- Shop drawing review, management, and contractor questions \$18,000
- Electrical engineering shop drawings and coordination \$10,000
- Structural engineering \$3,000
- Record drawings \$2,000
- Start-up and operational assistance \$5,000
- Project closeout and warranty support \$5,000
- Wage monitoring and AIS \$2,000

This estimate of costs represents approximately 700 - 800 hours of engineering and technician time for the construction of this project. The proposed fee will be billed on an hourly basis and shall not be exceeded without authorization from the City.

The construction schedule is anticipated as follows:

Project Award	June 22, 2020
Initial Shop Drawing Review	August – September 2020
Notice to Proceed and Preconstruction Meeting	End of July 2020
Begin Construction	September 2020
Start-Up	February 2021
Project Finalization and Closeout	End of March 2021

I appreciate this opportunity to continue working with the City of Mayer on the water treatment plant improvements project. If you or the Council should have any questions, please feel free to contact me.

Sincerely,

**Bolton & Menk, Inc.**



**David Martini, P.E.**

Principal Engineer

cc: Margaret McCallum, City Administrator  
Ryan Kotta – Bolton & Menk, Inc.  
File



Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

VIA EMAIL AND U.S. MAIL

July 20, 2020

The Honorable Mike Dodge  
Mayor of the City of Mayer  
413 Bluejay Avenue  
Mayer, MN 55360-2106

RE: Water Tower No. 2 Rehabilitation  
Construction Services Summary  
City of Mayer, Minnesota  
Project No. M24.120257

Honorable Mayor and Council:

I am pleased to provide you with the following summary of engineering services for the City of Mayer to work on the Water Tower No. 2 Rehabilitation.

The engineering construction services through project closeout will include the following major tasks and scope:

- a. Attend and assist with the preconstruction conference to be attended by Contractor, Engineer and City Staff, as well as hold monthly construction progress meetings.
- b. Coordination of removal and reinstallation of telecommunications equipment that is mounted on top of the tower.
- c. Consult with and advise the City and act as the City's construction representative as provided in the contract documents.
- d. Provide Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR will make periodic visits to the site to observe the progress and quality of the executed work of the contractor, and determine, in general, if such work is proceeding in accordance with the contract documents.
- e. Provide interpretation of specifications.
- f. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
- g. Provide periodic Council updates and project documentation.

- h. Conduct a final inspection of the project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
- i. Wage monitoring.

Based on estimated hours for our staff, we have calculated an estimated construction fee of \$31,000 (this fee will not be exceeded without authorization by the City of Mayer), which is broken down into the approximate values for the following major items:

- On-site construction observation \$25,000
- Project management \$2,000
- Project closeout and warranty support \$2,000
- Wage monitoring \$2,000

This estimate of costs represents approximately 200 to 250 hours of engineering and technician time for the construction of this project. The proposed fee will be billed on an hourly basis and shall not be exceeded without authorization from the City.

The construction schedule is anticipated as follows:

Project Award	June 29, 2020
Notice to Proceed and Preconstruction Meeting	August 2020
Begin Construction	August 2020
Substantial Completion (Tank in Service)	October 15, 2020
Project Finalization and Closeout	November 2020

I appreciate this opportunity to continue working with the City of Mayer on the Water Tower No. 2 Rehabilitation. If you or the Council should have any questions, please feel free to contact me.

Sincerely,

**Bolton & Menk, Inc.**



**David Martini, P.E.**

Principal Engineer

cc: Margaret McCallum, City Administrator  
Ryan Kotta – Bolton & Menk, Inc.  
File



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

July 10, 2020

City of Mayer, MN  
Attn: Margaret McCallum, City Administrator  
413 Bluejay Avenue  
Mayer, MN 55360

RE: Mayer Stormwater Ponds Assessment

Dear Maggie,

As requested, we have completed the initial phase of assessing the City's stormwater ponds. Bolton & Menk identified all the stormwater ponds within the City, generated GIS figures for each pond as well as an overall figure, and inspected each pond, including inlets, outlet control structures, access, slope integrity, and vegetation.

Through review of City maps, record drawings, and visual inspection, 45 stormwater ponds were identified and inspected. Significant vegetative growth was observed along the banks of many ponds. Many pond inlets and outlets have a buildup of trash, sediment, and vegetation that is preventing the drainage system from operating at full capacity and is causing excess flooding in some areas. Access to ponds and structures is also restricted in several areas due to both vegetation and man-made obstructions (i.e. landscaping, fences). Issues for each pond are outlined in the attached inspection reports.

Based on inspection findings, consideration should be given to cleaning pond inlets and outlets to restore flow capacity to design conditions. The estimated cost to remove buildup of trash, sediment, and vegetation from pipe aprons, including restoration of riprap, is \$3,000 – \$5,000 per apron. Bolton & Menk recommends the City budget for this maintenance on annual basis and perform work on basins as the budget allows. Since the majority of ponds were constructed in the same time period, the condition of basins is very similar. Therefore, in lieu of attempting to prioritize basin maintenance, Bolton & Menk also recommends performing work on basins per subwatershed.

Consideration should also be given to performing bathymetric surveys on each pond to determine permanent storage volume available. The permanent pool provides for removal of sediment and pollutants prior to discharge downstream, and the amount of vegetative growth within many basins suggests sediment levels may be greatly reducing the systems capacity for water quality treatment. The estimated cost to perform bathymetric surveys is \$1,000 – \$2,000 per pond. Since the cost to remove sediment and restore permanent pools to design capacity is highly variable, estimated costs would need to be determined based on surveys and sediment testing.

If you have any questions regarding the GIS figures or inspection reports, please contact me to discuss further. If you desire more information regarding pond cleaning, Bolton & Menk can provide additional information and direction regarding that process as well.

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink that reads "Robert Bean".

**Robert Bean, P.E.**

Water Resources Engineer

Attachments: Mayer Pond Assessment

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID: _____	Inspector: _____
Type of Basin: _____	Date: _____
Location/Coordinates: _____	Temperature: _____
Owner: _____	Weather: _____
Year Constructed: _____	
Year Last Dredged: _____	
Normal Water Level: _____	
100 Yr High Water Level: _____	
Drainage Area: _____	
Surface Area at NWL: _____	
No. Inlets / Size: _____	
No. Outlets / Size: _____	
Design Perm. Pool Volume: _____	
Current Perm. Pool Volume: _____	
Design Discharge Rates: _____	

Maintenance Priority (1=Low 5=High)

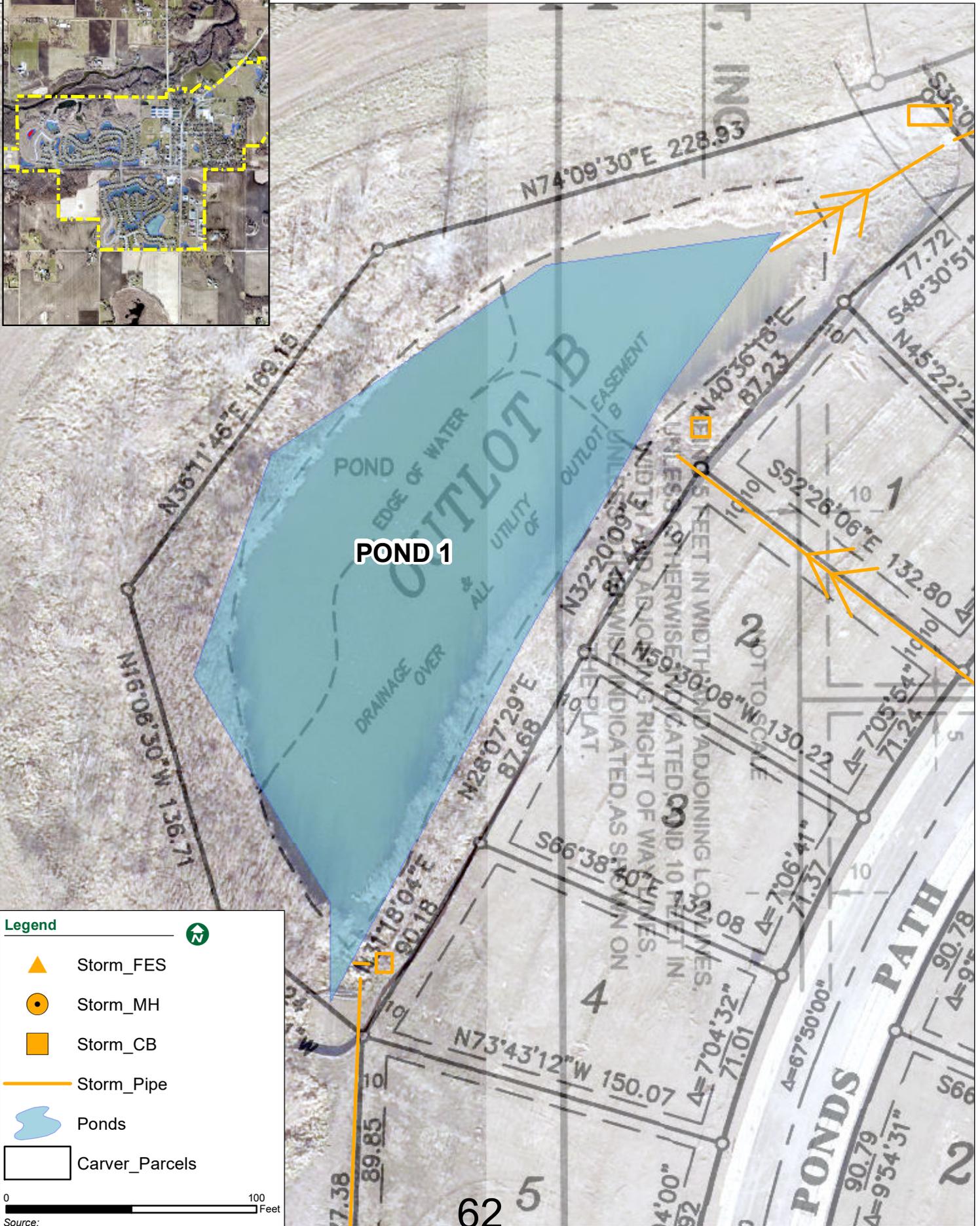
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover		
b. undesirable species/plants		
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)	N	
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: \_\_\_\_\_  
 \_\_\_\_\_





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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 1	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.887, Long. -93.907	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant Willow growth on west bank
b. undesirable species/plants	Unsat	Significant Willow growth
2. Erosion	Sat	Minor erosion on east bank
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & Veg in south FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring		Scour after riprap at south FES
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem	Sat	Minor erosion on west bank

Maintenance Item	Satisfactory/Unsatisfactory	Comments
5. Sedimentation		Minor sed accumulation in south FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	Minor scouring after riprap on south side
3. Headwalls	Sat	
4. Other (specify)		Sed accumulation w/ vegetal growth in FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		Couple personal docks & benches on west bank
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	Minor debris in pond
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant Willow growth on the west bank of the pond, scouring after riprap and sediment accumulation with vegetation growth in the south FES.  
Clear access to the two FES outfalls into the pond. Significant Willow grown obstructing access to pond outlet pipe directed to OCS structure.



**South FES outfall to Pond**



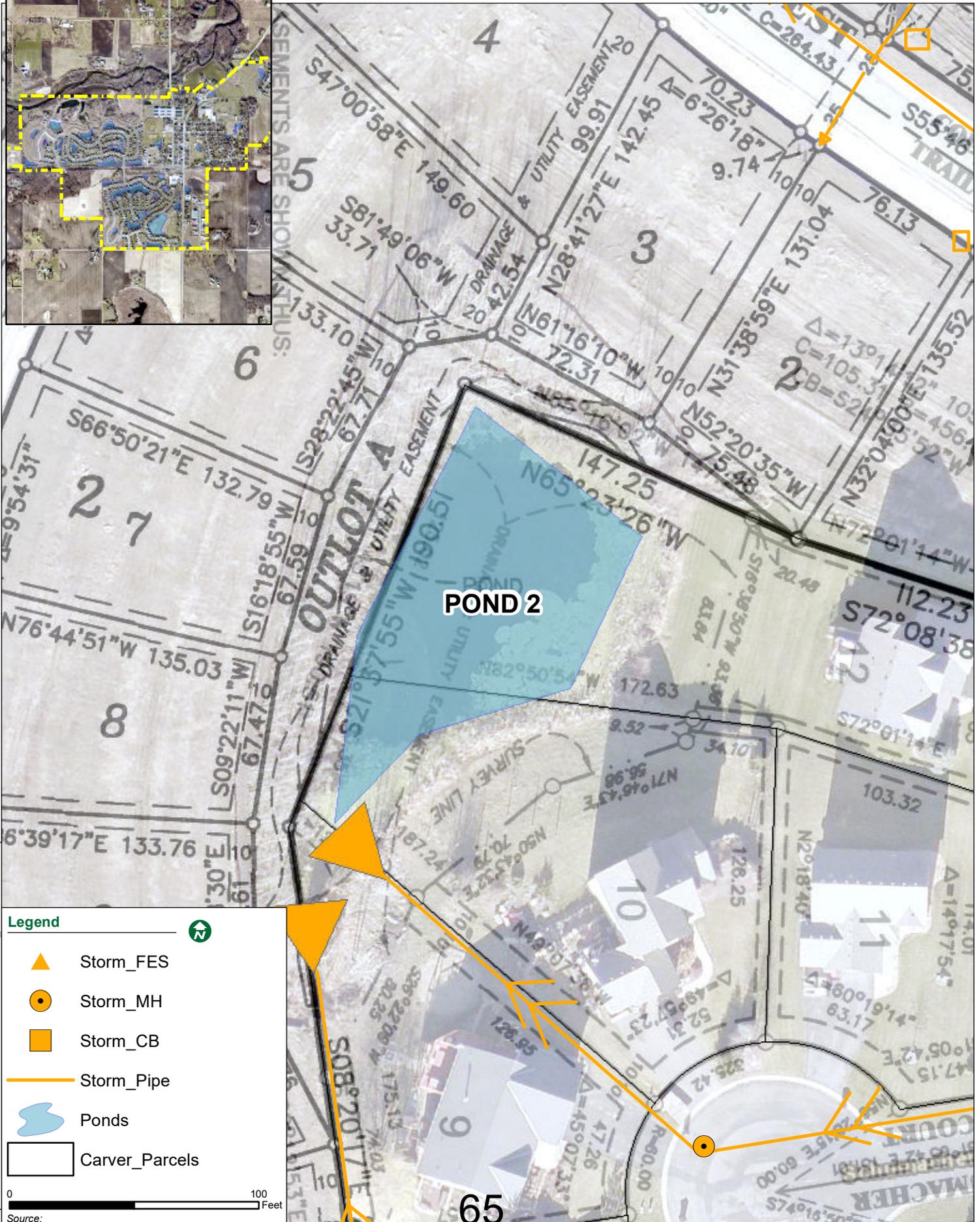
**East FES outfall to pond.**



**Pond outlet pipe directed to OCS**



**Pond OCS structure**



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0 100 Feet  
Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 2	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.887, Long. -93.906	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

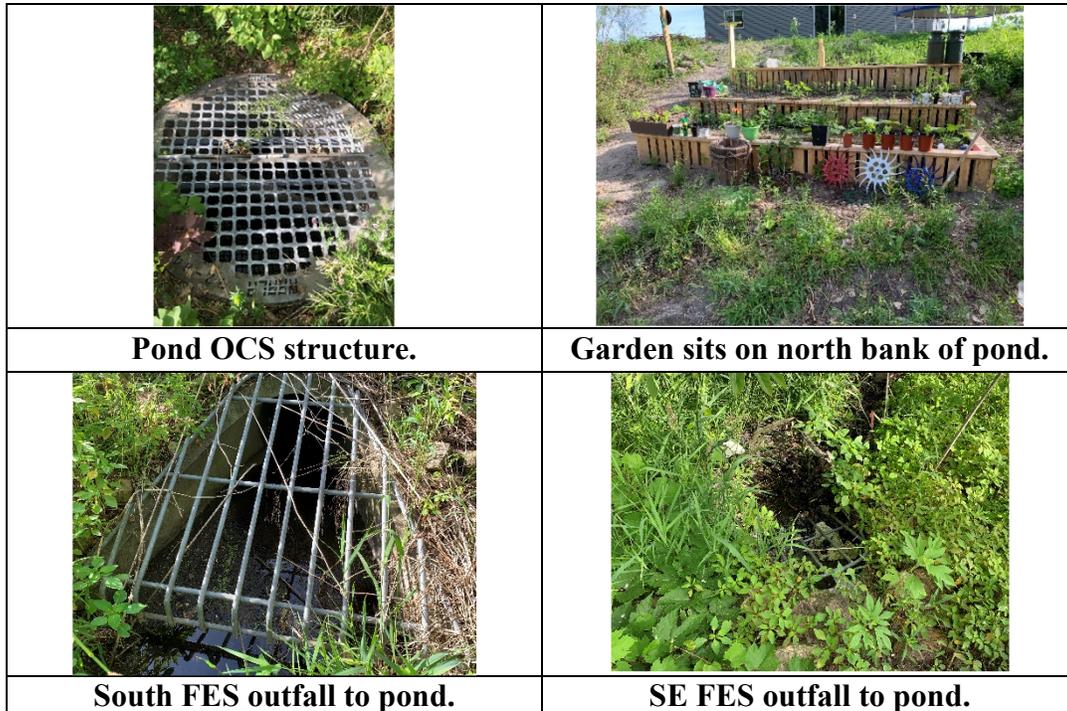
Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Heavy Aspen growth all around pond
b. undesirable species/plants	Unsat	Significant Aspen/vegetation growth
2. Erosion	Unsat	Erosion channel on west & east bank
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure	Unsat	Washed out riprap on FES
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control		
2. Sediment accumulation inside pipe		Significant Sed/Veg in SE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	

Maintenance Item	Satisfactory/Unsatisfactory	Comments
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem	Unsat	Erosion on west bank created a channel
5. Sedimentation		Sed accumulation in SE FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		Dock and garden on north bank
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	Minor debris in pond
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant erosion on west bank of the pond and vegetation growth (Aspen) around entire pond. Sediment accumulation in SE FES.  
Clear access to both FES and the OCS structure, hidden in minor vegetation but no trees growing on or in structure.





**Legend**

- North
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 3	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.888, Long. -93.904	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Vegetation surrounding entire pond
b. undesirable species/plants	Unsat	Large trees on SW and south sides, tree growing in bank on east side
2. Erosion	Sat	Erosion on west bank
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & Veg in south FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Unsat	Significant sed/vegetation growth
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth	Unsat	Tree growing in bank

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		Minor erosion
5. Sedimentation		Heavy sed accumulation in south FES
6. Other (specify)		Rock wall on NW bank
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Sed accumulation & vegetal growth in FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		Rock wall and gardening shed on west bank
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	Minor debris
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge		4" discharge PVC pipe coming from multiple properties

Significant vegetation/tree growth around entire pond along with erosion. Rockwall on NW bank and a shed on the SW bank that could be encroachment on pond. South FES very clogged with sedimentation and vegetation growth inside structure.

Comments:

Clear access to the FES outfall on south side. OCS structure on north side lays in a flower bed but still accessible.



**Vegetal growth around south FES outfall.**



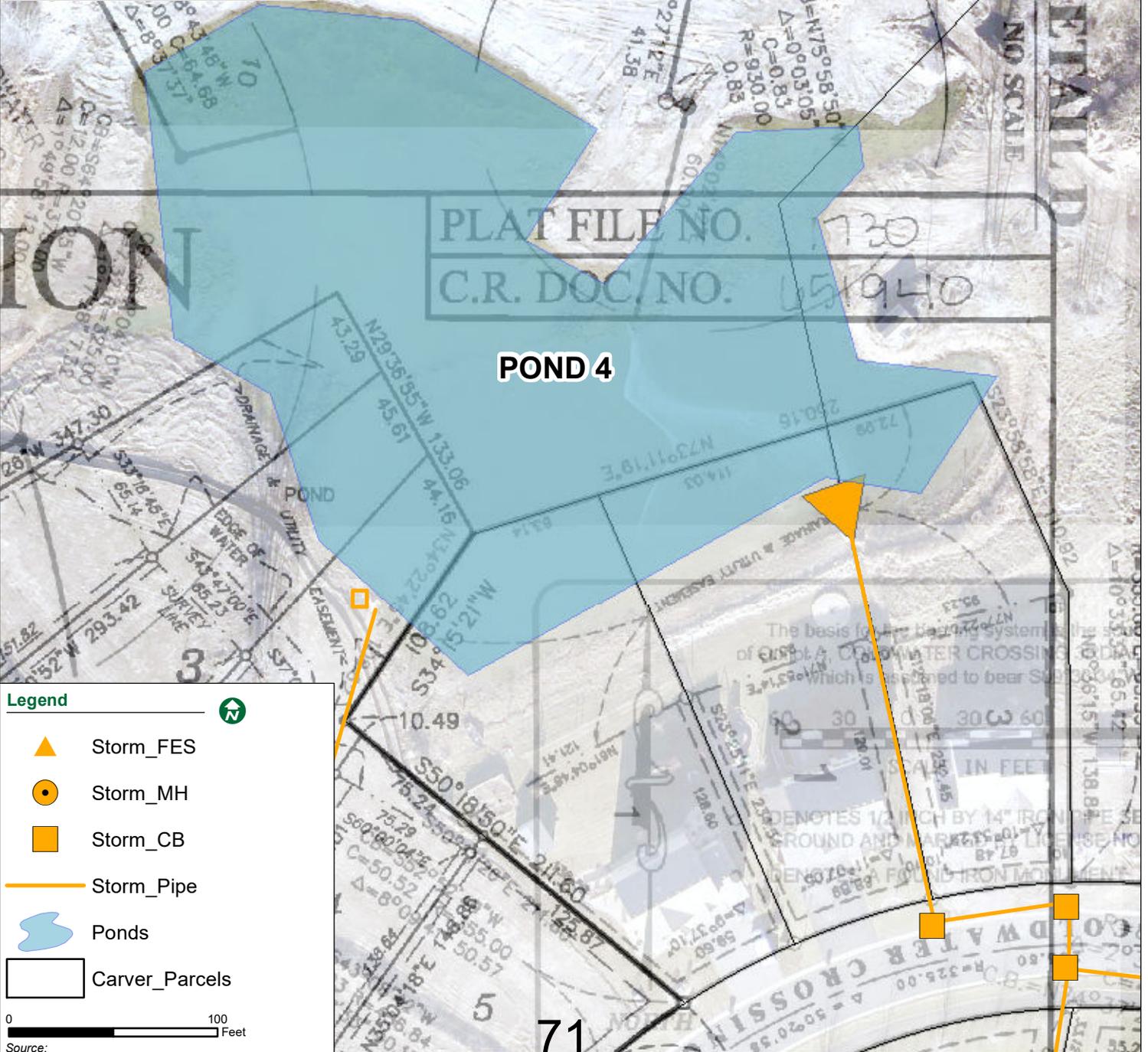
**Shed on SW corner shows possible encroachment.**



**South FES outfall to Pond.**



**Pond OCS structure.**



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 4	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.889, Long. -93.905	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

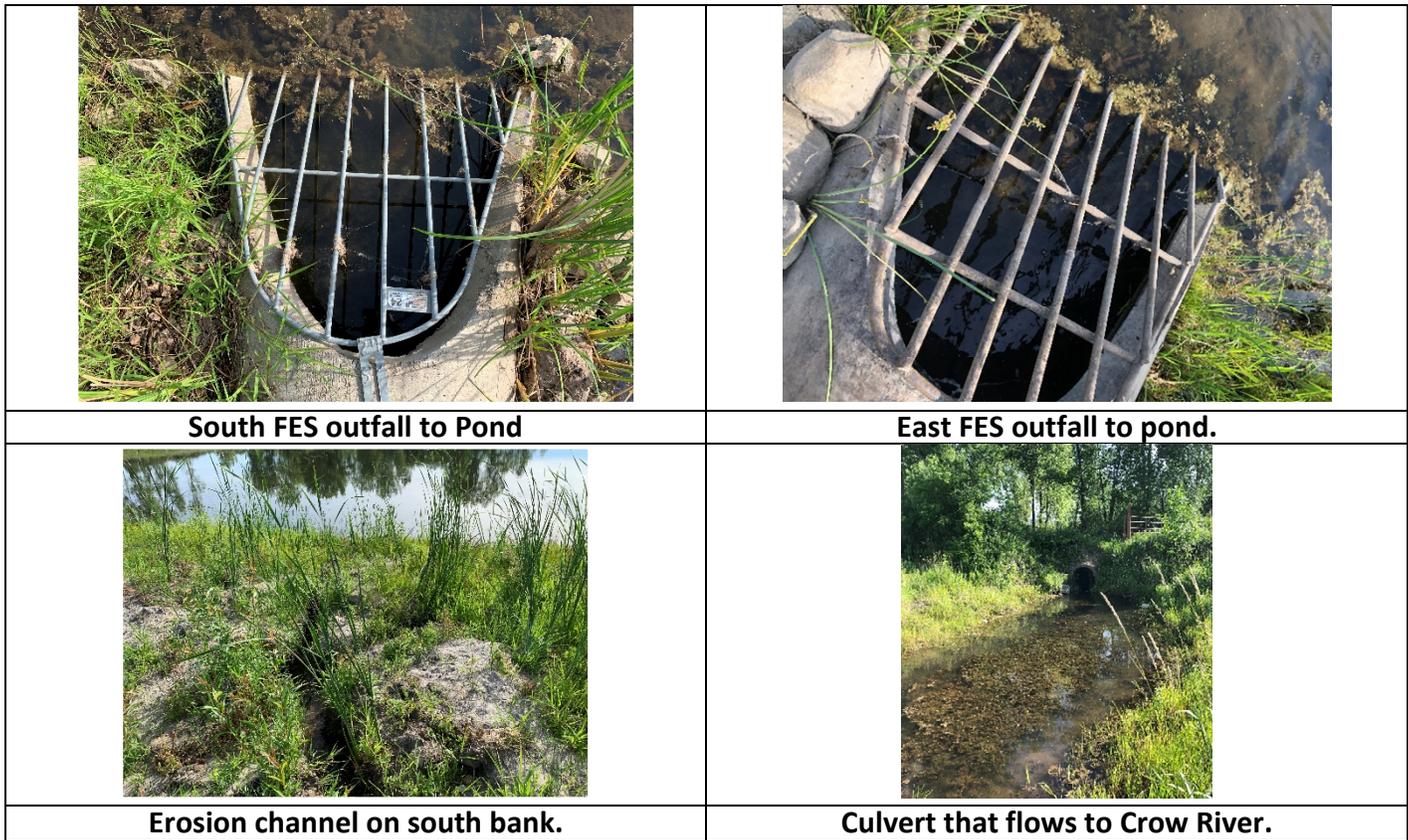
Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree growth
b. undesirable species/plants	Unsat	Significant tree/vegetation growth
2. Erosion	Unsat	Erosion on SE & SW banks, erosion channel
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Minor sed in south & east FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth	Sat	
2. Floating or floatable debris removal required	Sat	

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution		
4. Shoreline problem		Erosion on SE & SW banks
5. Sedimentation		Minor sed accumulation in south & east FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		Pond shack on north side of pond – possibly on private property
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Vegetal growth around entire pond and erosion on SE & SW banks. Minor sediment buildup in south & east FES. Clear access to both FES outfalls into the pond. The outlet culvert that flows to the Crow River is harder to get to, covered with vegetation/trees and is on private property.





NOT TO SCALE

and adjoining lot lines, unless otherwise  
width and adjoining right of way lines,  
indicated, as shown on the plat.

**POND 5**

SHEET 3 OF 3 SHEETS

CR-30

15040

**Legend**



- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 5	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.885, Long. -93.907	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	?		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

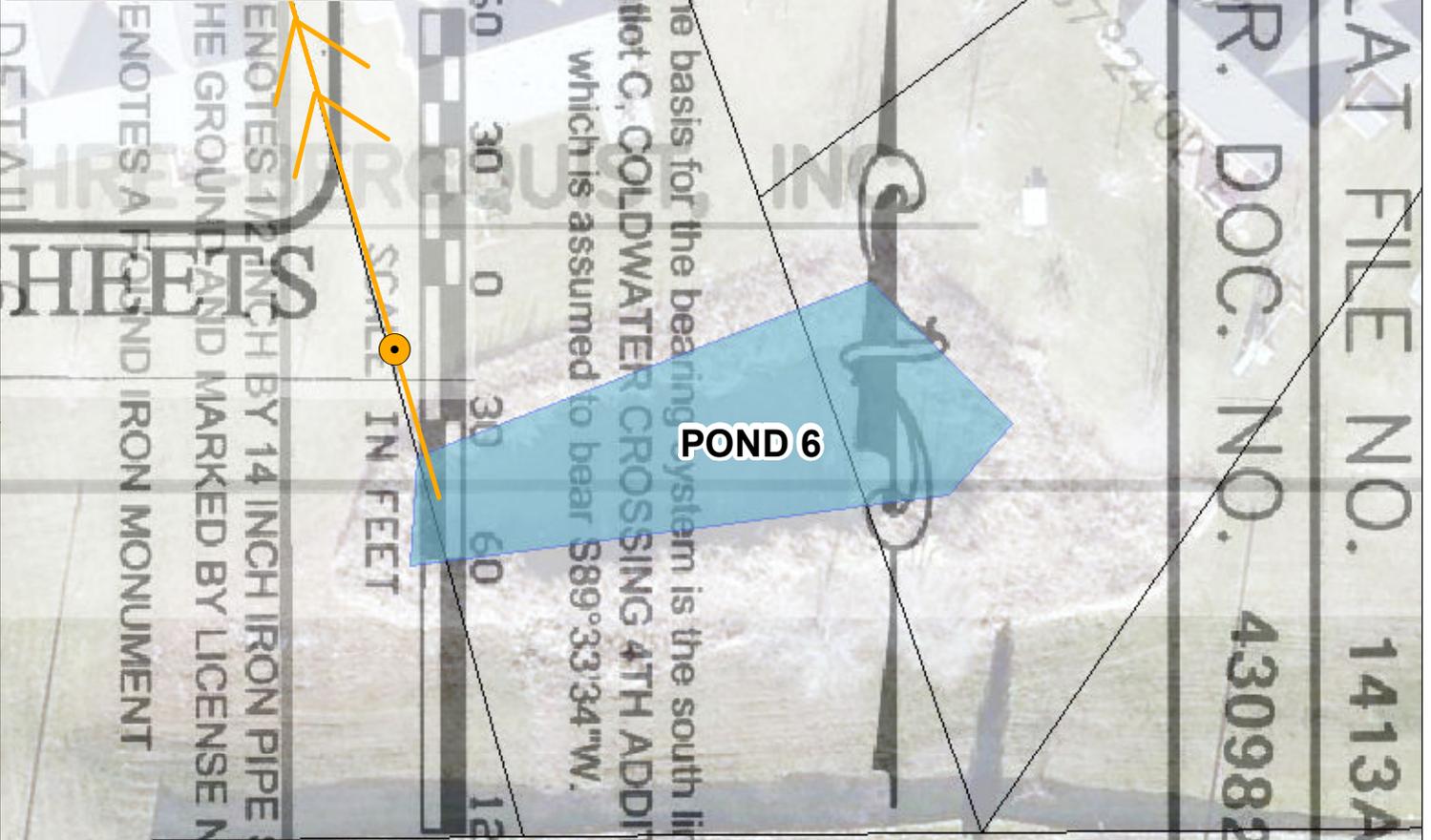
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant cover around entire pond, unable to get to outlet
b. undesirable species/plants	Unsat	Significant Willow/Aspen growth, tree growing next to east FES
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure	Unsat	Washed out riprap on FES
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		Minor sed in FES outfall into pond
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		Minor sed accumulation in east FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height	Unsat	Tall trees/vegetation surrounding entire pond
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant tree/vegetation growth around entire pond with minor sediment accumulation in east FES.  
Clear access to east FES with vegetation growing around. Unable to access outlet/west side of pond because of heavily overgrown vegetation.





**Legend**

- A
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 6	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.885, Long. -93.903	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

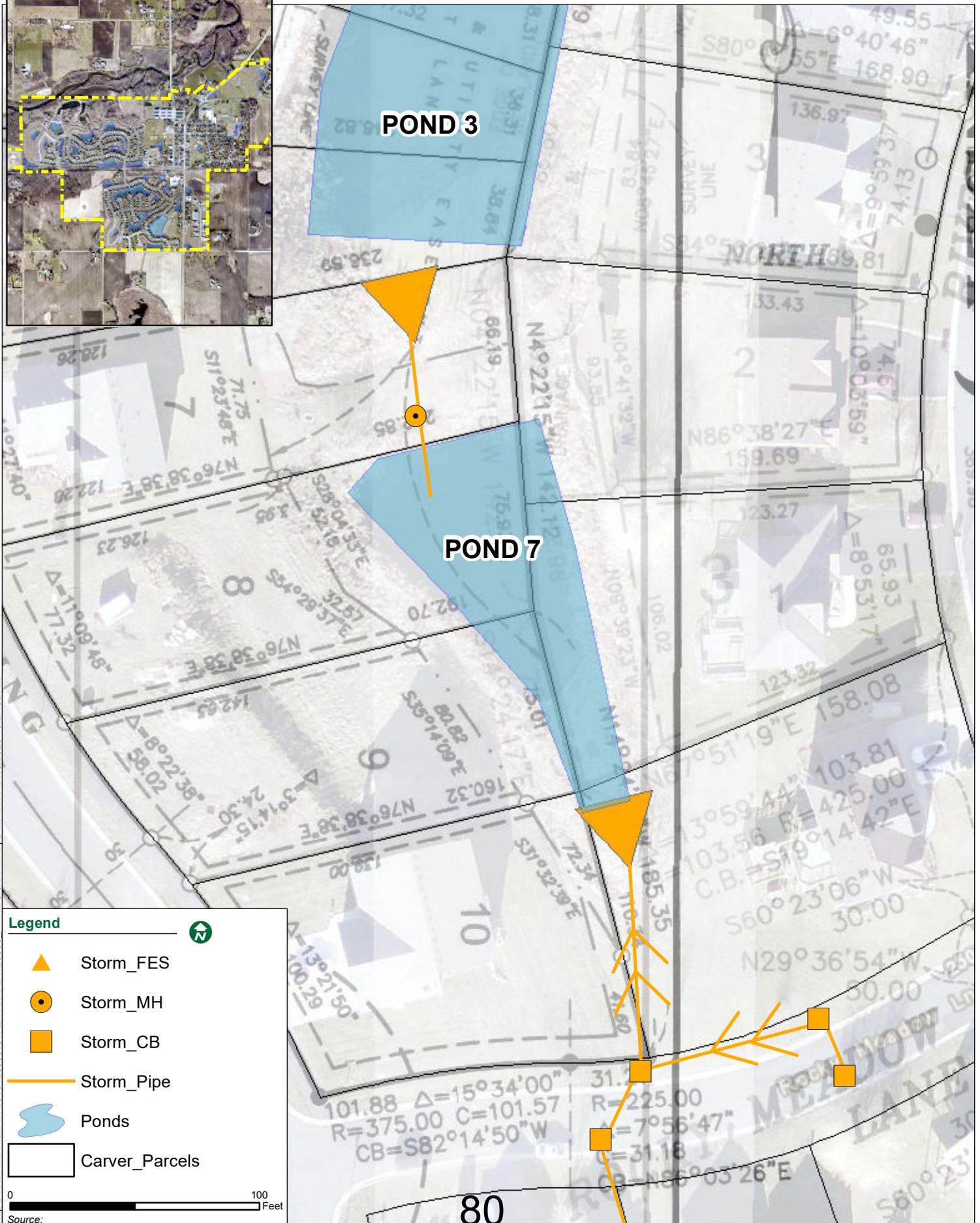
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	Minor vegetal growth around entire pond
b. undesirable species/plants	Sat	Trees on SE & east bank
2. Erosion		
3. Animal burrows		Hole south of FES outfall
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring		Scour after 4" PVC on east bank
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		Minor sed accumulation in south FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Minor vegetation around entire pond with heavier tree cover on east/SE banks. There is a hole to the south of the south FES outfall into the pond.  
Clear access to the FES outfall and the OCS structure.

	
<b>South FES outfall to pond.</b>	<b>Cone is placed in the hole directly behind south FES.</b>
	
<b>Pond OCS structure.</b>	<b>View of east bank with large trees.</b>



- Legend**
- North Arrow
  - Storm\_FES
  - Storm\_MH
  - Storm\_CB
  - Storm\_Pipe
  - Ponds
  - Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 7	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.886, Long. -93.904	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree growth on north/east/SE banks
b. undesirable species/plants	Unsat	Significant tree growth
2. Erosion	Unsat	Erosion on east bank
3. Animal burrows		Animal burrows on west bank
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure	Unsat	Riprap on FES washed out
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Unsat	Lots of debris
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		Minor erosion
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Sed/debris accumulation in FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height	Sat	
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge		4" PVC drainage pipes coming from multiple properties

Comments: Vegetal growth around entire pond with large trees on the north/east banks. Lots of debris in south FES outfall to pond. Clear access to the FES on the south side and the OCS structure on the north side.

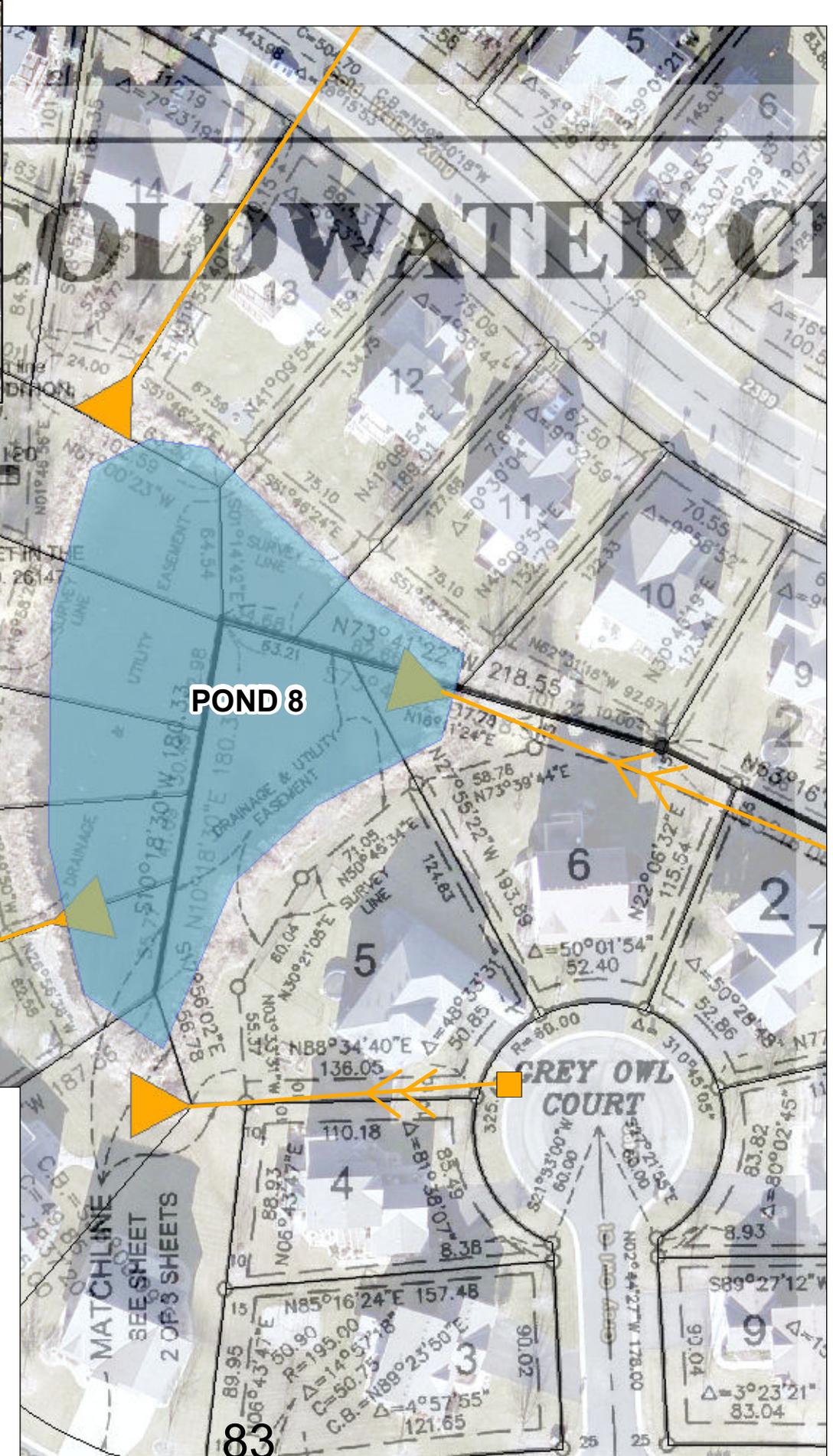
	
<b>South FES outfall to pond.</b>	<b>Pond OCS structure.</b>
	
<b>4" PVC coming from property on east bank.</b>	<b>View from south end of pond showing large trees.</b>



Scale: 1/2 INCH BY 14" IRON PIPE SET IN THE GROUND AND MARKED BY LICENSE NO. 26147. THIS IS A FOUND IRON MONUMENT.

SCALE IN FEET

83



**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 8	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.886, Long. -93.902	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Three (3) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

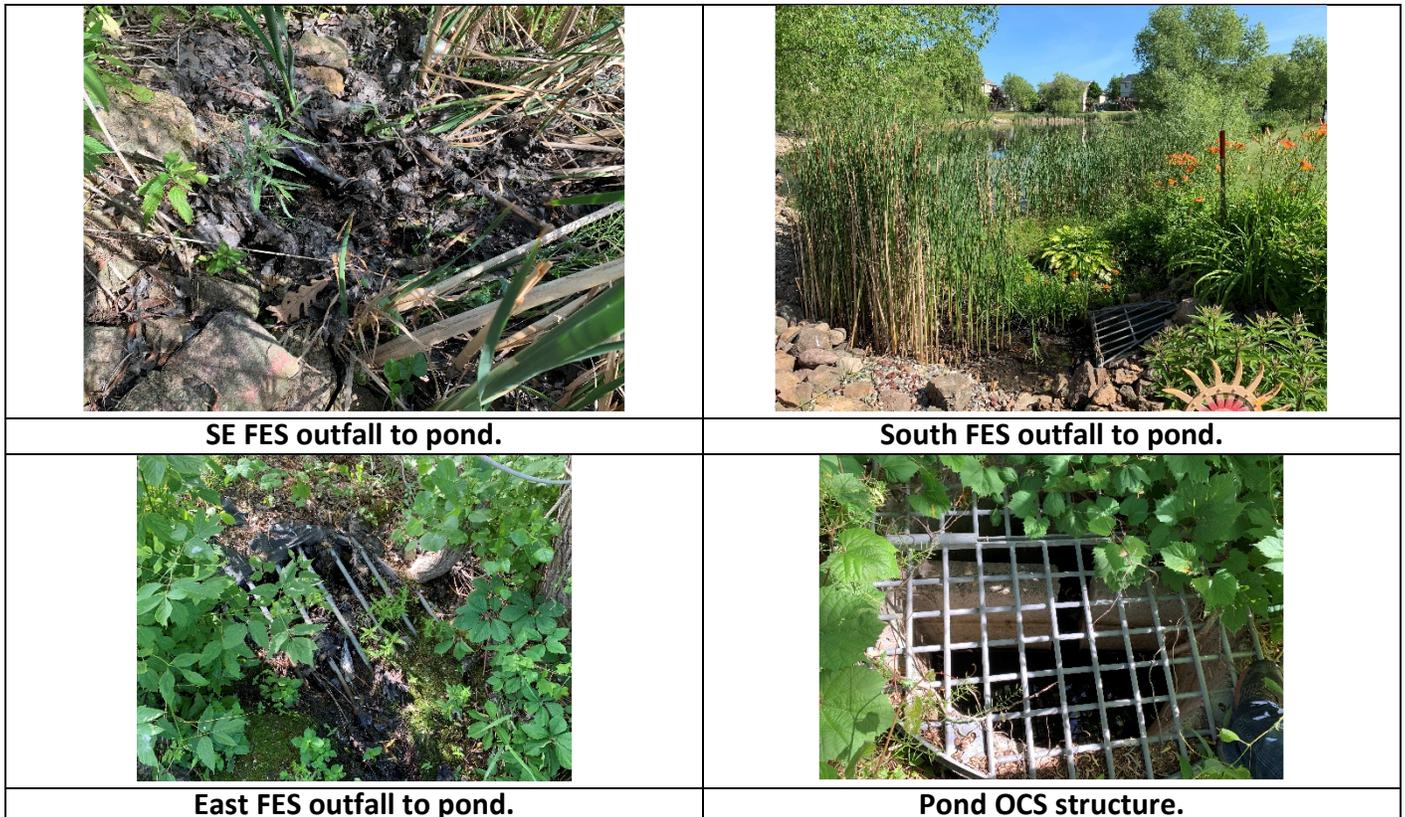
Maintenance Priority (1=Low 5=High)
5

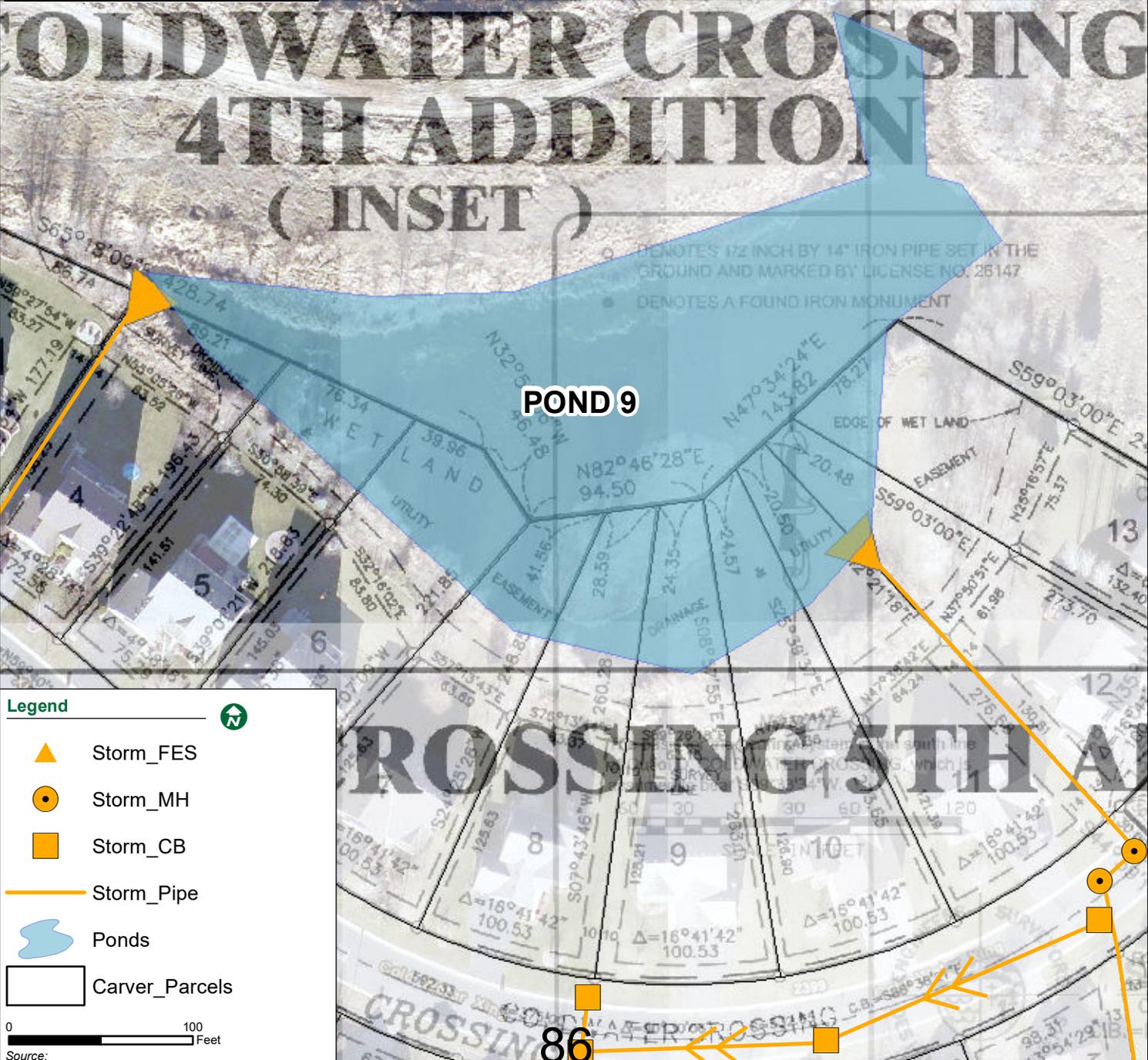
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant Willow growth
b. undesirable species/plants	Unsat	Willow
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure	Unsat	Riprap washed out at FES
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & debris in SW and east FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Unsat	Heavy vegetation/debris
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
5. Sedimentation		Sed accumulation in SE and east FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls		East FES has washed out riprap
3. Headwalls	Sat	
4. Other (specify)		Sed accumulation & debris in SE and east FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		Rockwall, a couple personal docks and a paddle boat, tree house in trees next to east FES
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		4" PVC drainage pipes coming from multiple properties

Comments: Significant tree growth around majority of pond, sediment & debris accumulation in SE & east FES outfalls into the pond.  
Clear access to all FES outfalls to pond and OCS structure.





**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 9	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.887, Long. -93.9	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Heavy tree cover
b. undesirable species/plants	Unsat	Tree growing next to SE FES structure
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Minor sed NW FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth	Sat	
2. Floating or floatable debris removal required	Sat	
3. Visible pollution	Sat	
4. Shoreline problem	Sat	

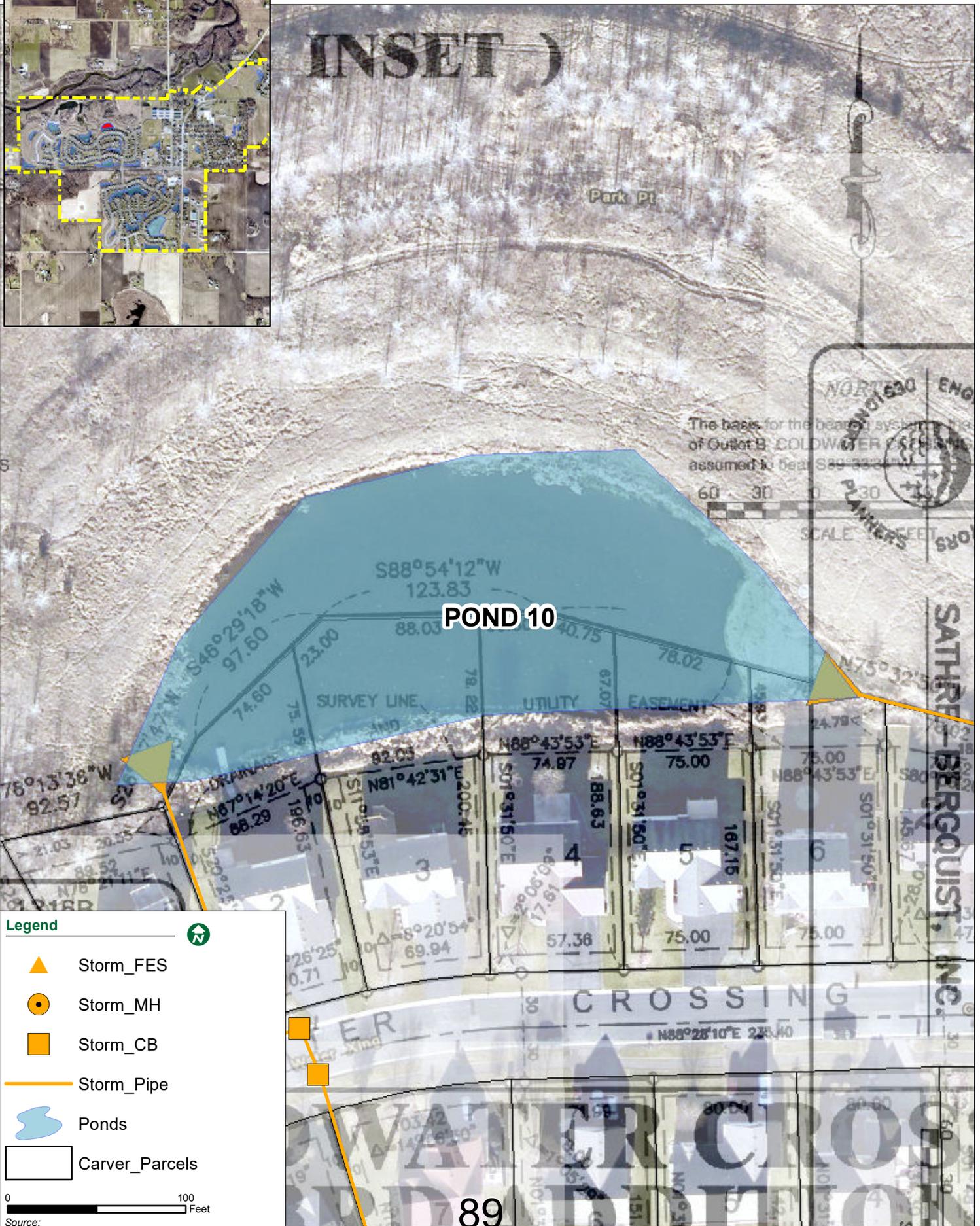
Maintenance Item	Satisfactory/Unsatisfactory	Comments
5. Sedimentation	Sat	
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls		Riprap washed out at FES
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		Fence blocking NW FES outfall
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		4" PVC discharge pipes coming from multiple properties

Comments: Significant vegetation around entire pond, lots of tall trees. Minor vegetation/debris in NW FES structure and trees growing next to SE FES structure.  
 Fence blocking access to NW FES structure and the outlet pipe directed to the FES structure. Trees growing next to SE FES structure.

	
<b>NW FES outfall to pond.</b>	<b>Fence that runs along piping that connects to NW FES.</b>
	
<b>SE FES outlet.</b>	<b>Clear path for the piping directed to the SE FES.</b>



INSET )



**POND 10**

**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 10	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.889, Long. -93.897	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

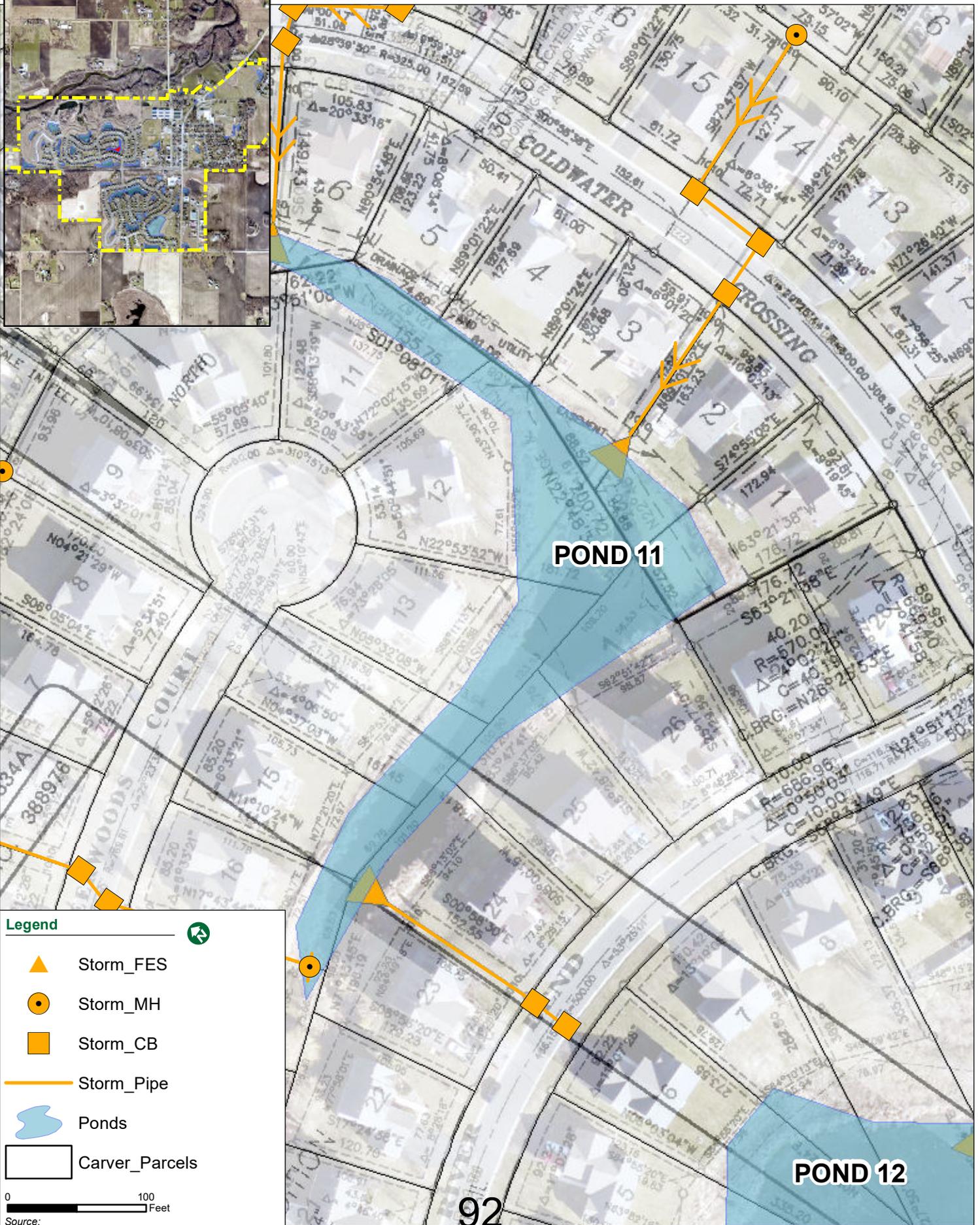
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees on north bank
b. undesirable species/plants	Unsat	Trees on top of and beside FES on SE bank
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		Minor sed/debris accumulation in both FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Minor debris/sed in FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		Couple personal docks on south bank
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	Minor litter around pond
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge		4" PVC discharge pipes coming from multiple properties

Comments: Minor sediment/debris in FES structures and trees growing on top and beside of SE FES outfall to pond.  
Fence along pipes directed to SW FES. Clear access to SE FES and OCS structure.

	
<b>SW FES outfall to pond.</b>	<b>Fence alongside pipes directed to SW FES.</b>
	
<b>Pond OCS structure.</b>	<b>Trees growing over SE FES outfall to pond.</b>



**POND 11**

**POND 12**

**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 11	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.887, Long. -93.896	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Three (3) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

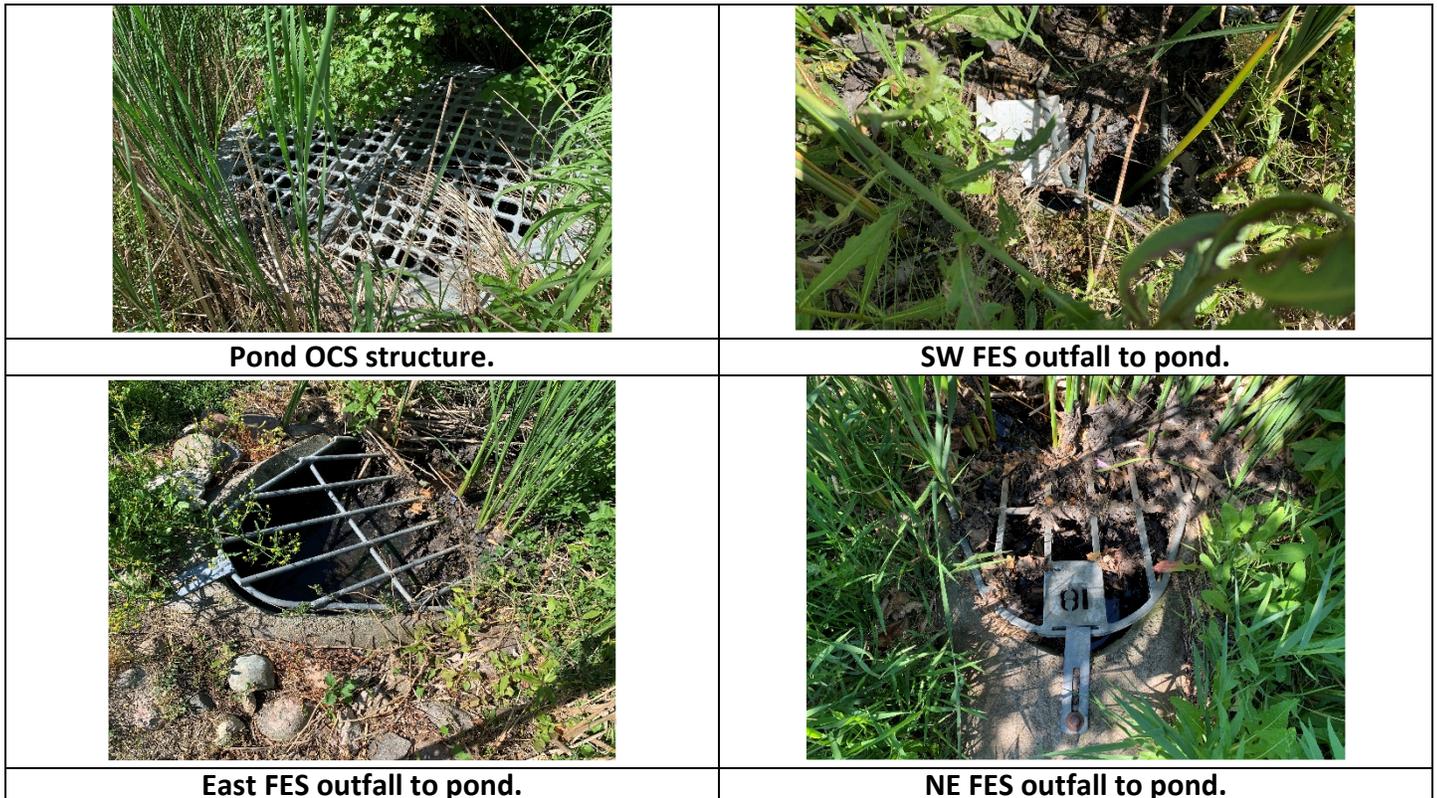
Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant Willow and Aspen cover
b. undesirable species/plants	Unsat	Significant Willow and Aspen growth, clump of trees growing next to OCS structure
2. Erosion		Mild erosion
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		Major sediment & debris in SW FES, minor sediment & debris in east FES
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Unsat	Significant sediment/debris

Maintenance Item	Satisfactory/Unsatisfactory	Comments
7. Outlet channel scouring	Unsat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem	Sat	Minor erosion on north bank
5. Sedimentation		Major sed accumulation in SW FES, minor sed in east FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Major sed/debris buildup in SW FES, minor sed/debris buildup in east FES, major debris in NE FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		Fence runs along pipe directed to east FES outfall
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	Minor debris/trash
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant Willow and Aspen growth around majority of pond, major sediment/debris in SW FES outfall, minor sediment/debris in east FES outfall, major debris in NE FES outfall and trees growing next to OCS structure.  
 All FES's and the OCS structure are accessible from the road if you travel from the nearest road.





**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 12	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.885, Long. -93.899	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

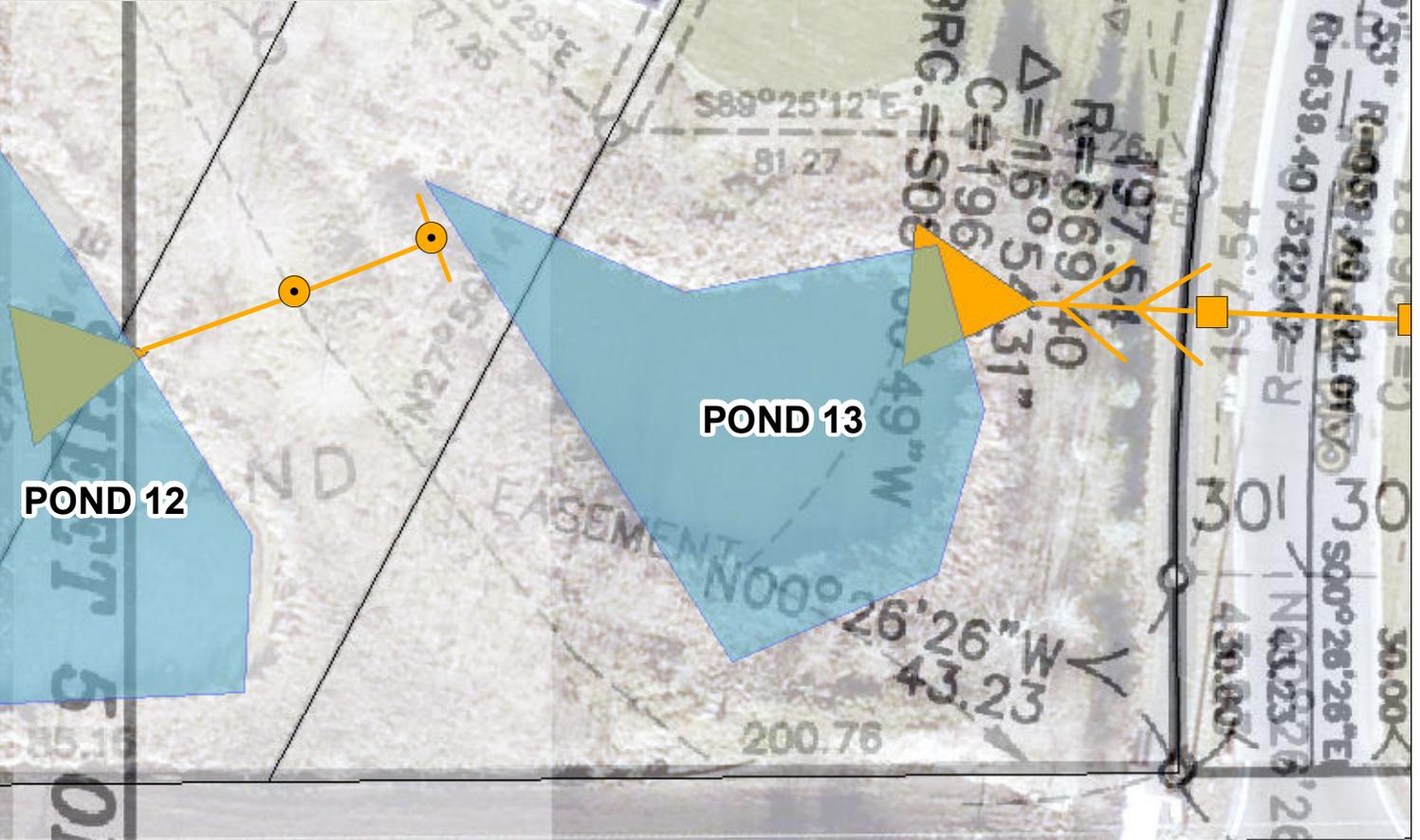
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree growth
b. undesirable species/plants	Unsat	Major vegetation/tree growth, trees growing next to east FES & pipe
2. Erosion	Unsat	On south bank
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		Storm manhole submerged on NW bank
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Unsat	Significant debris covering west FES
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem	Unsat	Erosion on south bank
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		Minor debris/litter
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge		4" PVC drainage pipes coming from multiple properties

Comments: Significant vegetation/trees around most of pond. Storm MH on NW corner was submerged, significant vegetation in and around west FES, east FES has trees growing around it and next to pipe.  
 West & east FES have significant vegetation around them but still able to access.

	
<b>West FES outfall to Pond.</b>	<b>OCS Structure between Ponds 12 &amp; 13.</b>
	
<b>East FES outfall to Pond.</b>	<b>Erosion on south bank.</b>



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**Legend**

-  North
-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels



Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 13	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.885, Long. -93.896	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

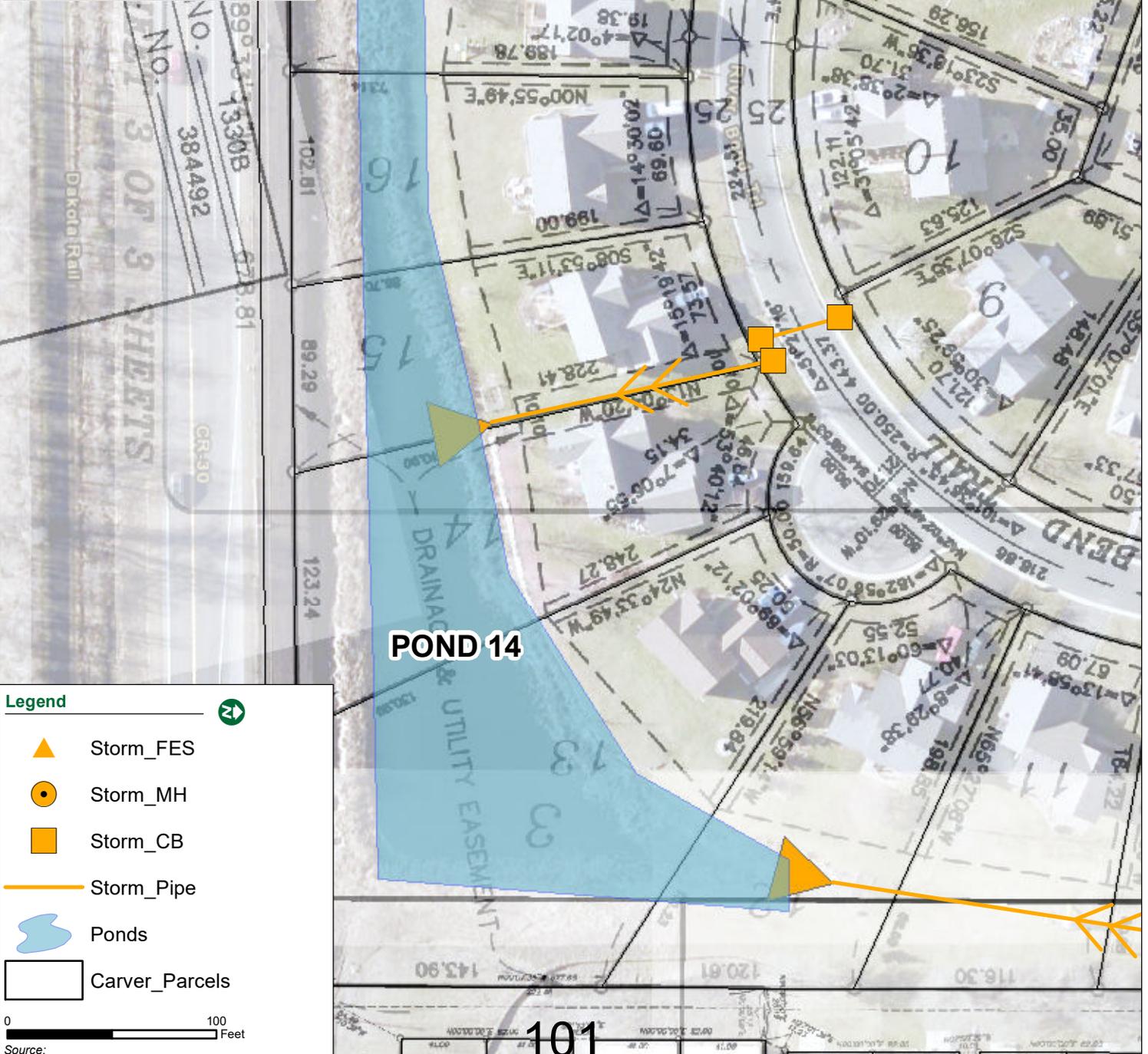
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant Vegetation/trees
b. undesirable species/plants	Unsat	Willow on top of NE FES/pipe
2. Erosion	Unsat	On west side of OCS structure
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed/debris in NE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		Lots of debris/sediment
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		NE FES has significant sediment/debris/vegetation growing around
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant tree growth around entire pond, sediment/debris/vegetation accumulation in NE FES.  
Access to NE FES has minor vegetation/trees. OCS structure surrounded by heavy vegetation.

	
<b>NE FES outfall to pond.</b>	<b>Pond OCS structure.</b>



**Legend**

- 
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 14	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.885, Long. -93.896	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

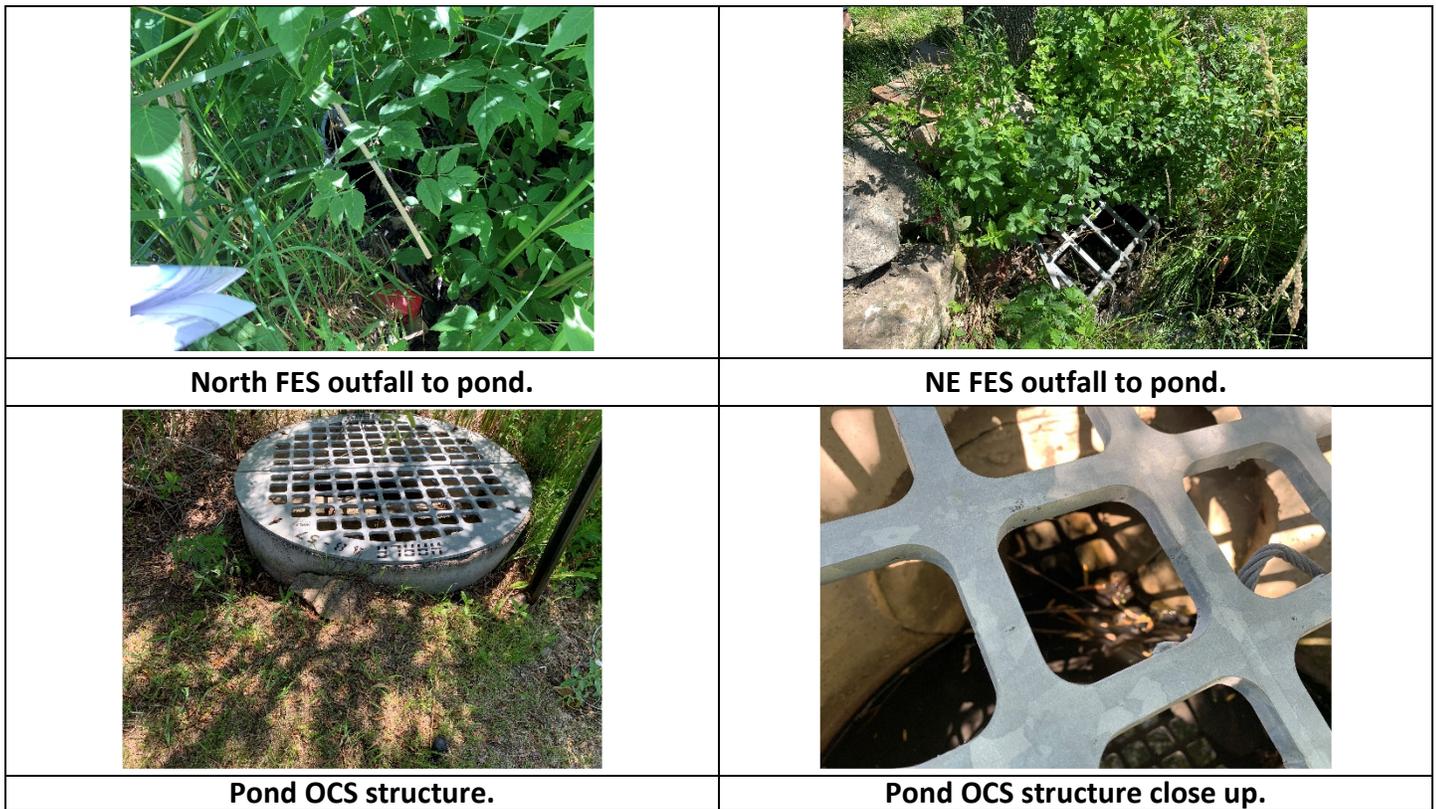
Maintenance Priority (1=Low 5=High)
5

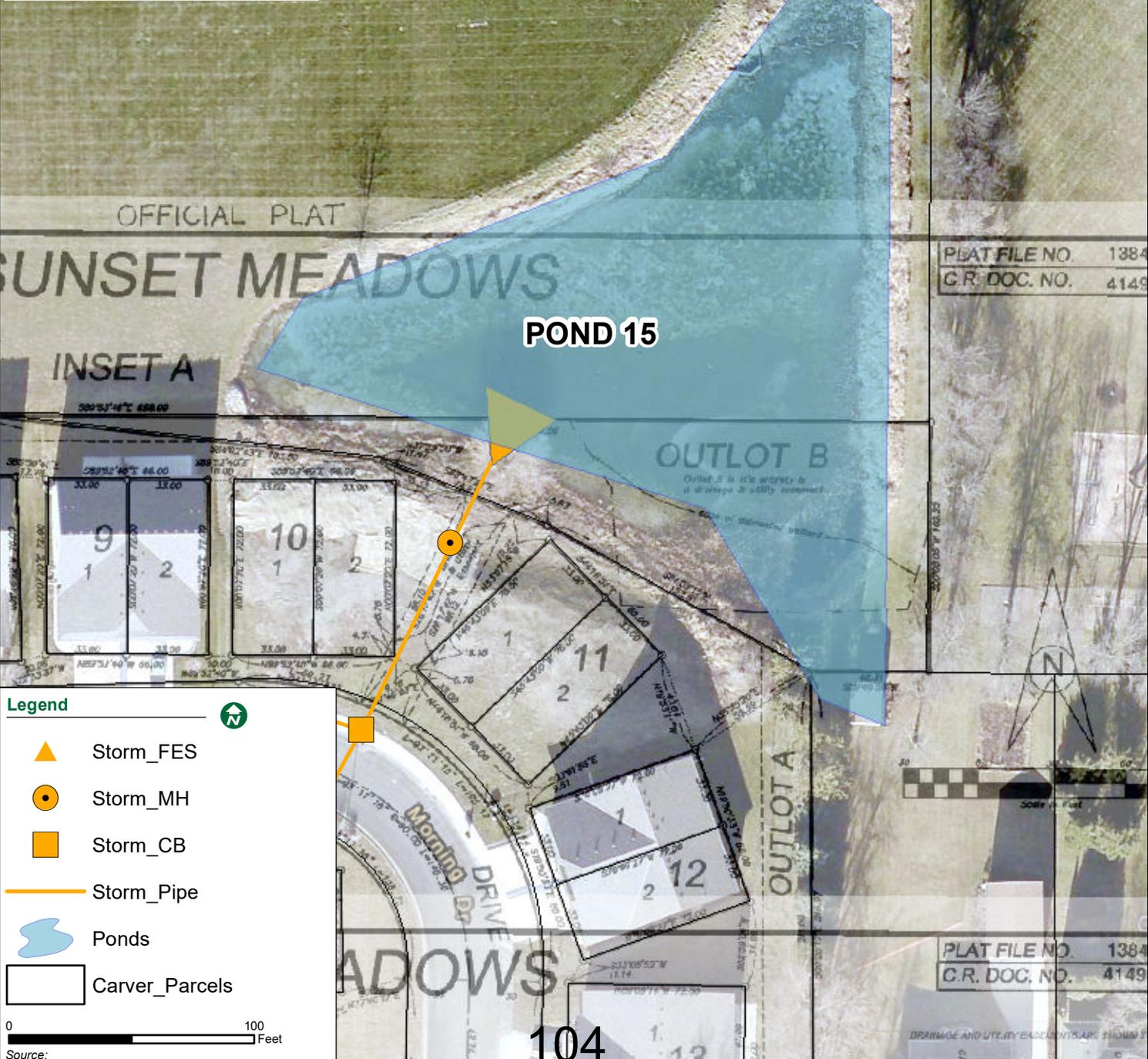
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree growth
b. undesirable species/plants	Unsat	Tree growing over pipe on NE FES outfall to pond, vegetation in north FES
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		Minor sedimentation buildup in NE FES
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole	Unsat	Water is above notch but not draining
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		Debris in north FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant Willow growth/vegetation around entire pond. OCS structure has water above notch that is not draining, could be due to a clogged FES on the east side of Pond 13, where Pond 14 drains to. Vegetation growing in north FES and minor sedimentation/tree growing over pipe on NE FES.  
 All FES and the OCS structure are accessible.





**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.887, Long. 93.891	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Trees/Vegetation around east & south bank
b. undesirable species/plants	Unsat	Trees/vegetation all around south FES
2. Erosion	Unsat	Rock stabilizing west bank eroding
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole	Unsat	Covered by soil, land is getting developed
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		4" PVC discharge pipe connected to downspouts and sump

Comments: Significant trees/vegetation around east/south banks. South FES has trees/vegetation all around. North FES has weak wooden protection and vegetation surrounding it.  
 North & south FES have vegetation around but still accessible.





know all men by these presents that MARVIN A. OHM and LOVERA E. OHM owners and Curtis M. Honebrink and Arlys H. Honebrink, his wife, following described property situated in the State of Minnesota Carver County, to wit:

All that part of the Northwest Quarter of Section 6, Township 16 North, Range 25 West, County, Minnesota described as follows:

Beginning at the point of intersection of the Easterly extension of OHM'S ADDITION TO MAYER according to the plat thereof on file at the Register of Deeds in and for said Carver County, and a distance of 1,795.58 feet Easterly of the West line of the said Northwest Quarter; thence South 89 degrees 30 minutes 00 seconds East a distance of 51.00 feet; thence South 51 degrees 00 minutes 00 seconds East a distance of 307.00 feet; thence South 51 degrees 00 minutes 00 seconds East a distance of 111.00 feet; thence South 31 degrees 30 minutes 00 seconds East a distance of 164.00 feet; thence North 86 degrees 26 minutes 02 seconds East a distance of 41.00 feet; thence Easterly along the the South having a radius of 455.99 feet, a central angle of 7 degrees 00 minutes 00 seconds East a distance of 63.45 feet; thence South 2 degrees 13 minutes 50 seconds Easterly right-of-way line of the Burlington Northern Railway, thence East and along said Northerly right-of-way line a distance of 32 feet parallel with the West line of the said Northwest Quarter from the said line a distance of 925.72 feet to the point of beginning.

Have caused the same to be surveyed and platted as RUSTIC RIDGE A to the public for public use forever, the Roads, Circle, Court, Ut as shown on this plat.

In witness whereof said Curtis M. Honebrink and Arlys H. Honebrink have hereunto set their hands and seals this 12 day of Sept 1972.

IN PRESENCE OF:

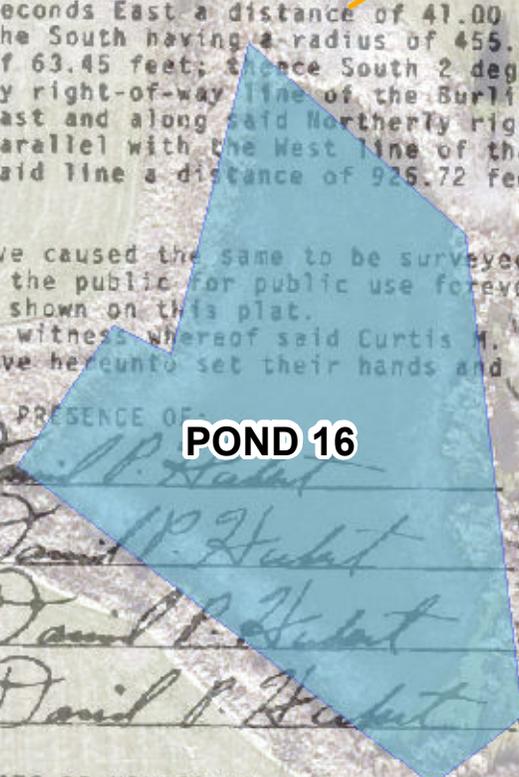
<i>David P. Hubert</i>	and	<i>Thomas R. Howe</i>
<i>David P. Hubert</i>	and	<i>Thomas R. Howe</i>
<i>David P. Hubert</i>	and	<i>Thomas R. Howe</i>
<i>David P. Hubert</i>	and	<i>Thomas R. Howe</i>

STATE OF MINNESOTA  
COUNTY OF CARVER

On this 12 day of Sept A.D. 1972, before me, a Notary Public Arlys H. Honebrink, his wife, to me known to be the persons described and acknowledged that they executed the same as their own free act and

STATE OF MINNESOTA  
COUNTY OF CARVER

On this 12 day of Sept A.D. 1972, before me, a Notary Public E. Ohm, his wife, to me known to be the persons described in and acknowledged that they executed the same as their own free act and



**POND 16**

**Legend**

- North
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



Map Document: H:\MAYRC\13120363\GIS\ESR\IMXD\120363 Ponds & 5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 16	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.887, Long. -93.886	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

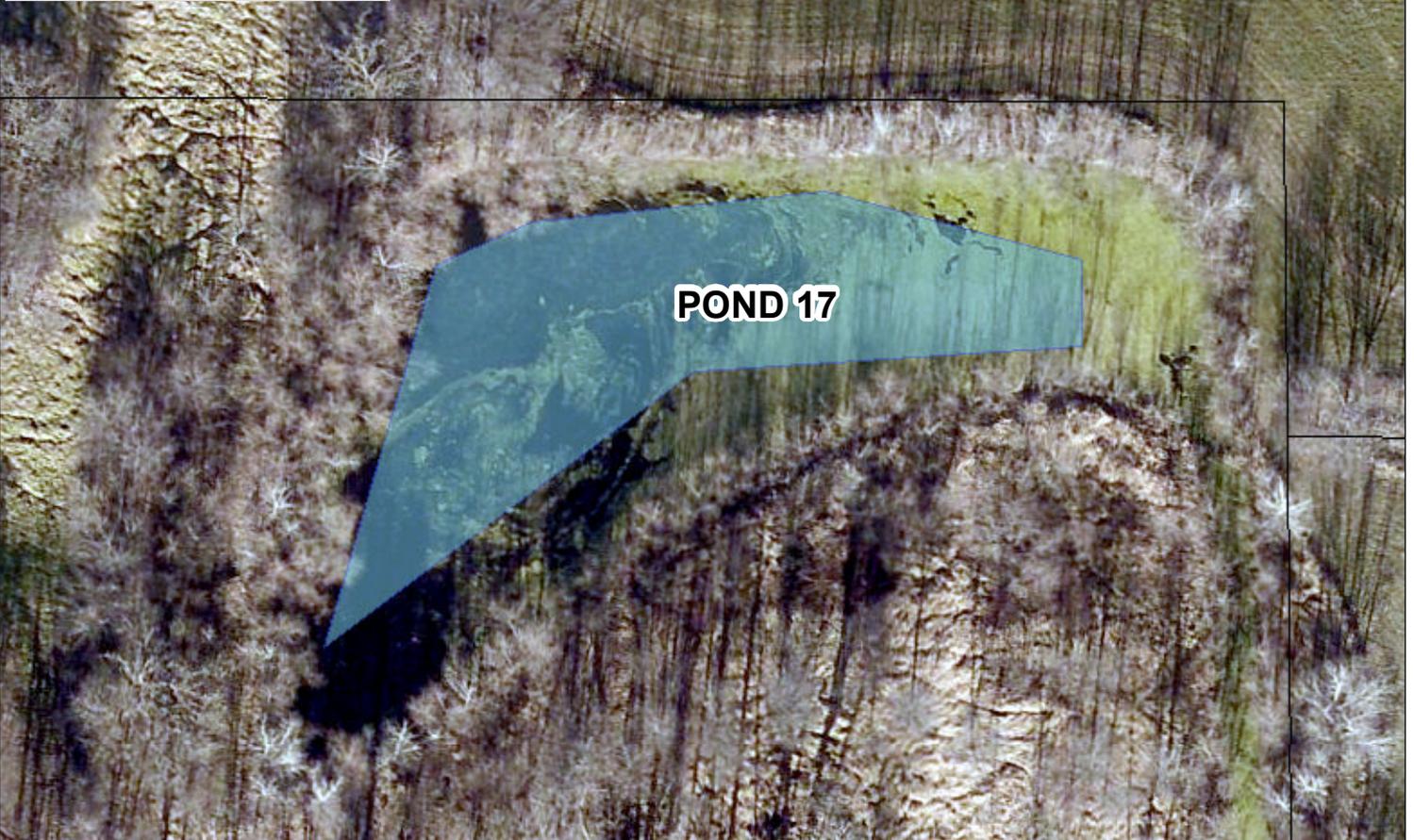
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree cover on north & east banks
b. undesirable species/plants	Unsat	Trees, FES that connects to swamp area west of pond covered in dead vegetation
2. Erosion	Unsat	Erosion by/around OCS structure
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed in NE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		Sed accumulation in NE FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls		
4. Other (specify)		Dead vegetation on west FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree growth on north & west banks of the pond, sediment accumulation in NE FES and dead vegetation covering west FES. Erosion around OCS structure.  
 Clear access to the OCS structure with trees/park built over pipe directed to OCS structure. Minor vegetation/trees around both FES.

		
<b>NE FES outfall to pond.</b>		<b>Erosion around OCS structure.</b>
		
<b>West FES outfall to pond.</b>		<b>Trees/park that lay over outlet pipe directed to OCS structure.</b>



POND 17

Legend



▲ Storm\_FES

● Storm\_MH

■ Storm\_CB

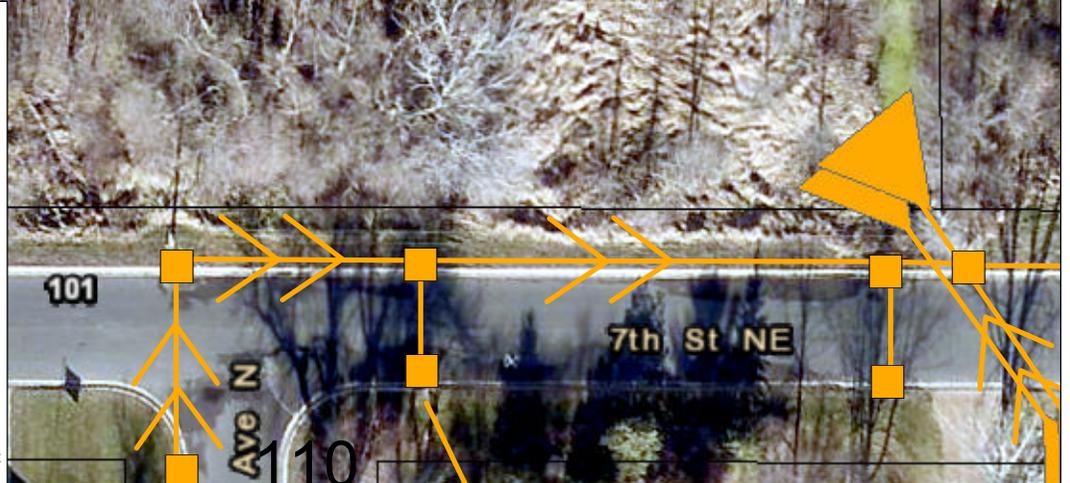
— Storm\_Pipe

☾ Ponds

□ Carver\_Parcels

0 100 Feet

Source:



101

Ave N

7th St NE

110

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 17	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat.	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Three (3) – 24"		
No. Outlets / Size:			
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

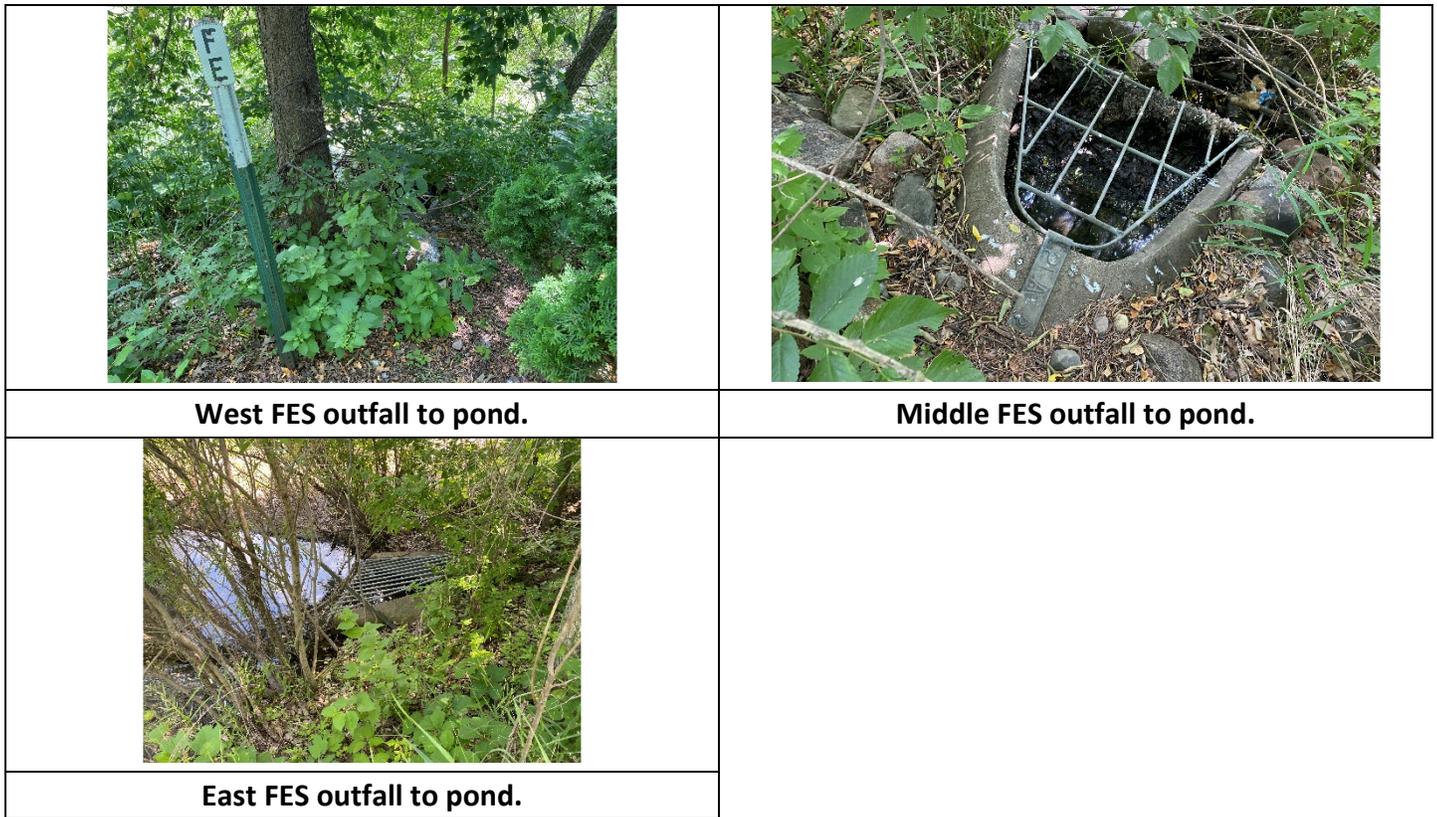
Maintenance Priority (1=Low 5=High)
3

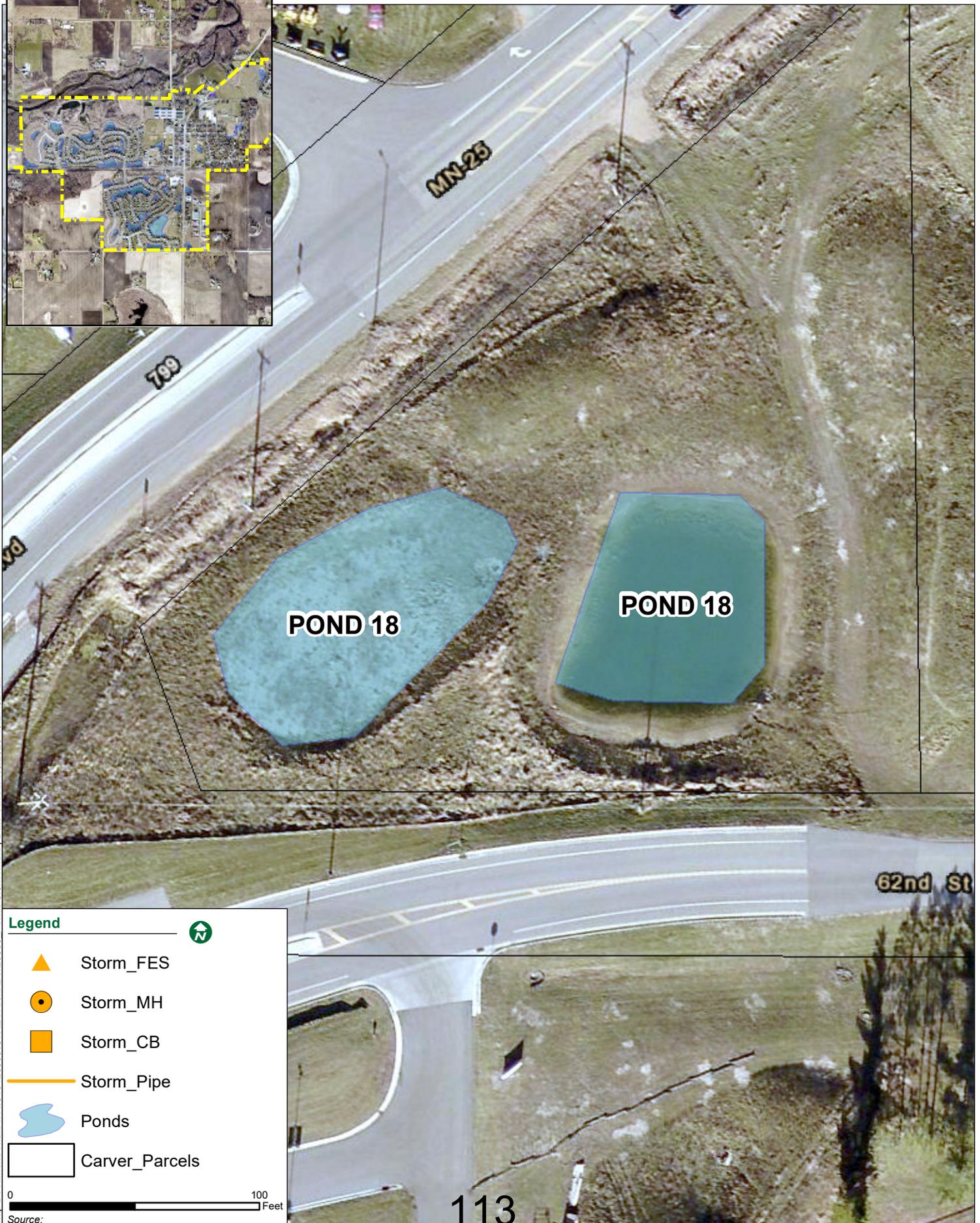
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetation cover around entire pond
b. undesirable species/plants	Unsat	Trees, tree growing west FES trash guard
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed in middle & east FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		Significant sed in middle & east FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Tree growing in west FES & sed in middle & east FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant tree/vegetation growth around entirety of pond. Tree growing through trash guard of west FES and sed accumulation in middle & east FES.  
 Clear access to all three FES from 7<sup>th</sup> St NE, vegetation around FES.





Map Document: H:\MAYRC\13120363\GIS\ESR\IMXD\120363\_Ponds & 5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

**Legend**



▲ Storm\_FES

● Storm\_MH

■ Storm\_CB

— Storm\_Pipe

☁ Ponds

□ Carver\_Parcels



Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 18	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.892, Long. -93.884	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	Vegetation but no large trees
b. undesirable species/plants	Sat	
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Slight sed in east FES
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		No cover on west OCS structure
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		Slight sed in east FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Slight sed accumulation in east FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Vegetation around pond but no large trees. Pond FES inlet on east side has slight sediment buildup. In basin on west side of pond there is an area drain that does not have a cover on it.  
Clear access to all structures, just have to walk through taller grasses.

	
<b>Pond view taken from southeast side.</b>	<b>Pond inlet on east side.</b>
	
<b>Pond skimmer on west side.</b>	<b>Outlet to basin west of Pond 8.</b>



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**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 19	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.888, Long. -93.882	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

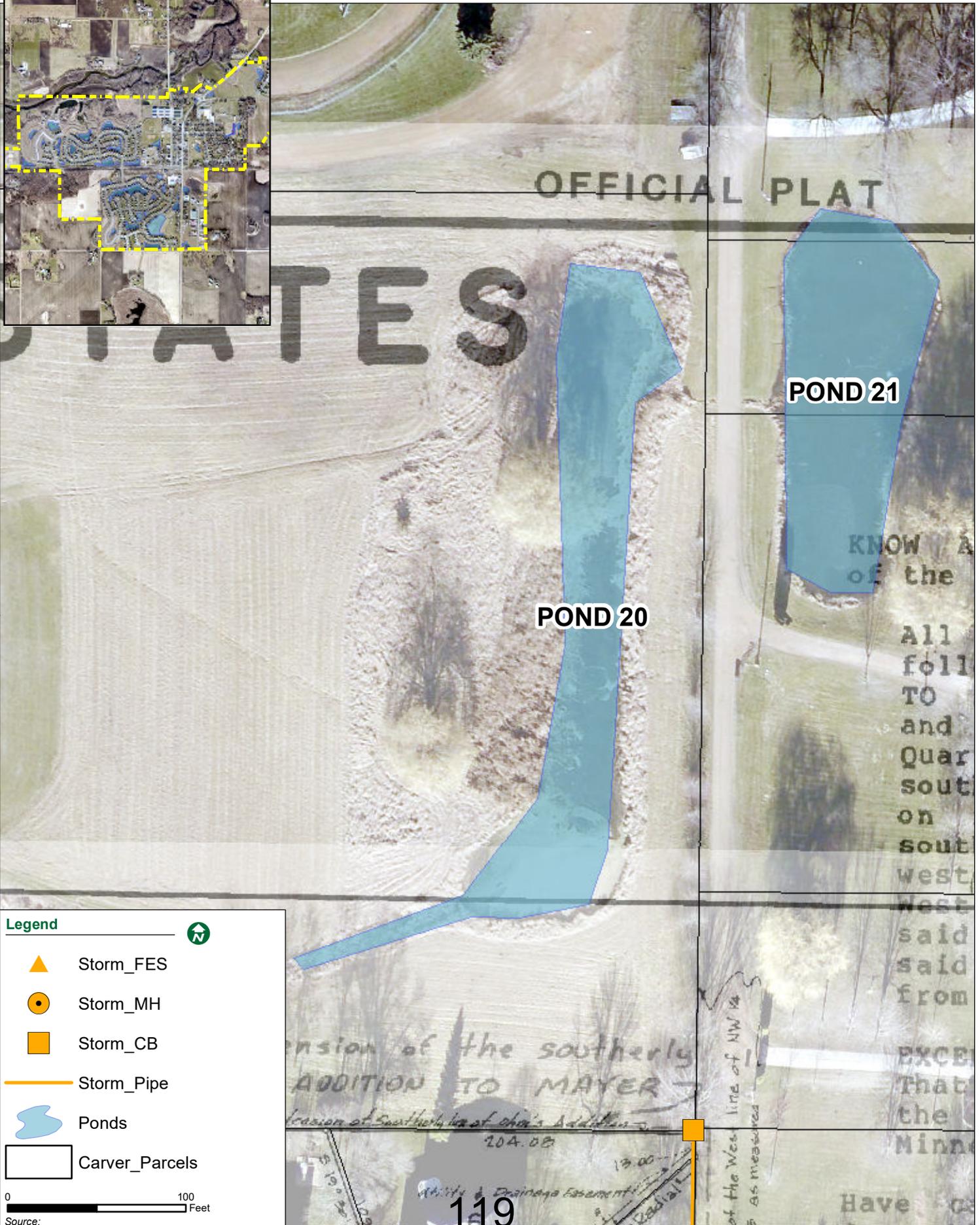
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	A few large trees on SE and west banks
b. undesirable species/plants	Unsat	Trees, Debris in east FES
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)	Unsat	Trash guard broken on NW FES
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring		Scour at end of pipe at east FES connected to OCS
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem	Sat	
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		Scour at end of pipe
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		Debris accumulation in east FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Trash guard broken on NW FES and debris in east FES with scour at the end of the pipe.  
Clear access to all three FES as well as the OCS structure.

	
<p style="text-align: center;"><b>Pond view taken from northwest side.</b></p>	<p style="text-align: center;"><b>Northwest pond inlet with broken trash guard.</b></p>
	
<p style="text-align: center;"><b>Southwest pond inlet.</b></p>	<p style="text-align: center;"><b>Pond skimmer on east side of pond.</b></p>



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 20	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.888, Long. -93.881	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	Willow growth on NW bank
b. undesirable species/plants	Sat	Few willows on NW bank
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Debris in SE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring		Scour at end of SE FES pipe
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth	Sat	
2. Floating or floatable debris removal required	Sat	

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution	Sat	
4. Shoreline problem	Sat	
5. Sedimentation	Sat	
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: A few willows on NW bank. SE FES that flows the OCS structure has debris in FES and there is scour at the end of the pipe.  
The steel box culvert that connects ponds 20 and 21 is in very poor condition.  
Clear access to all FES, the OCS structure and the steel box culvert.

	
<p style="text-align: center;"><b>Pond view taken from southwest side.</b></p>	<p style="text-align: center;"><b>Inlet on southwest side, from Pond 19.</b></p>
	
<p style="text-align: center;"><b>Square metal culvert under road from Pond 21.</b></p>	<p style="text-align: center;"><b>FES on north side of pond.</b></p>



POND 20

POND 21

Legend



▲ Storm\_FES

● Storm\_MH

■ Storm\_CB

— Storm\_Pipe

☁ Ponds

□ Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 21	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.889, Long. -93.881	Temperature:	85
Owner:		Weather:	Sunny
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:			
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	No trees/tall greenery
b. undesirable species/plants	Sat	
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: No trees/vegetation surrounding pond. No outfall FES to pond found. There is a culvert that goes under the road and connects to Pond 20.  
 Clear access to culvert.

	
<p style="text-align: center;"><b>Pond view taken from northwest side.</b></p>	<p style="text-align: center;"><b>Location of square metal culvert to Pond 20.</b></p>
	
<p style="text-align: center;"><b>Square metal culvert under road to Pond 20.</b></p>	



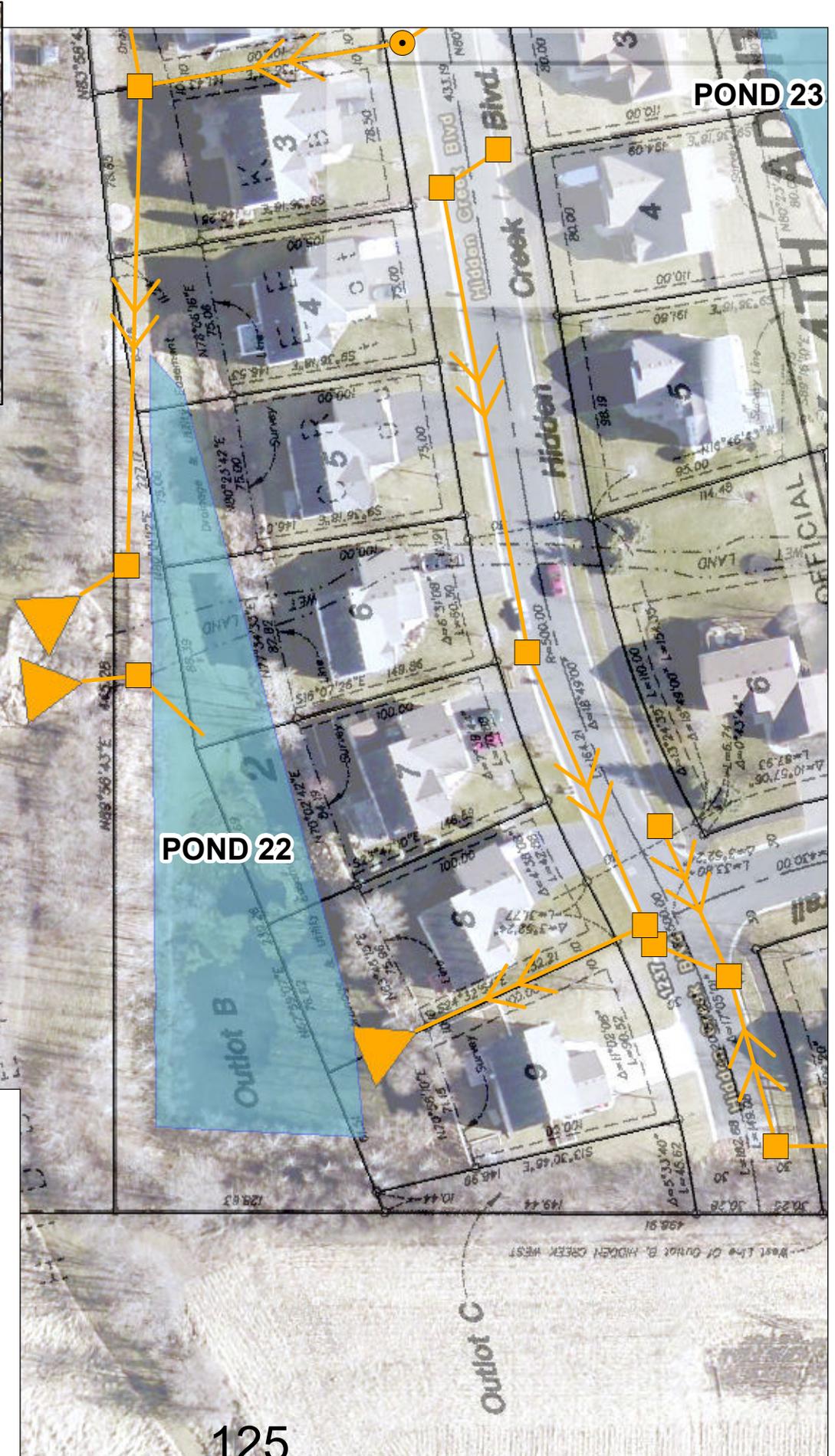
SHEET 3 OF 3 SHEETS

SCALE

IN THE WEST LINE OF OUTLOT CREEK WEST IS ASSUMED BEARING OF SOUTH 0°07'00"

○ DENOTES 1/2" INCH X 1/4" MONUMENT SET. MARK

● DENOTES IRON MONUMENT



POND 22

POND 23

**Legend**

-  North
-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels

0 100 Feet

Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 22	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.883, Long. -93.898	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	Two (2) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

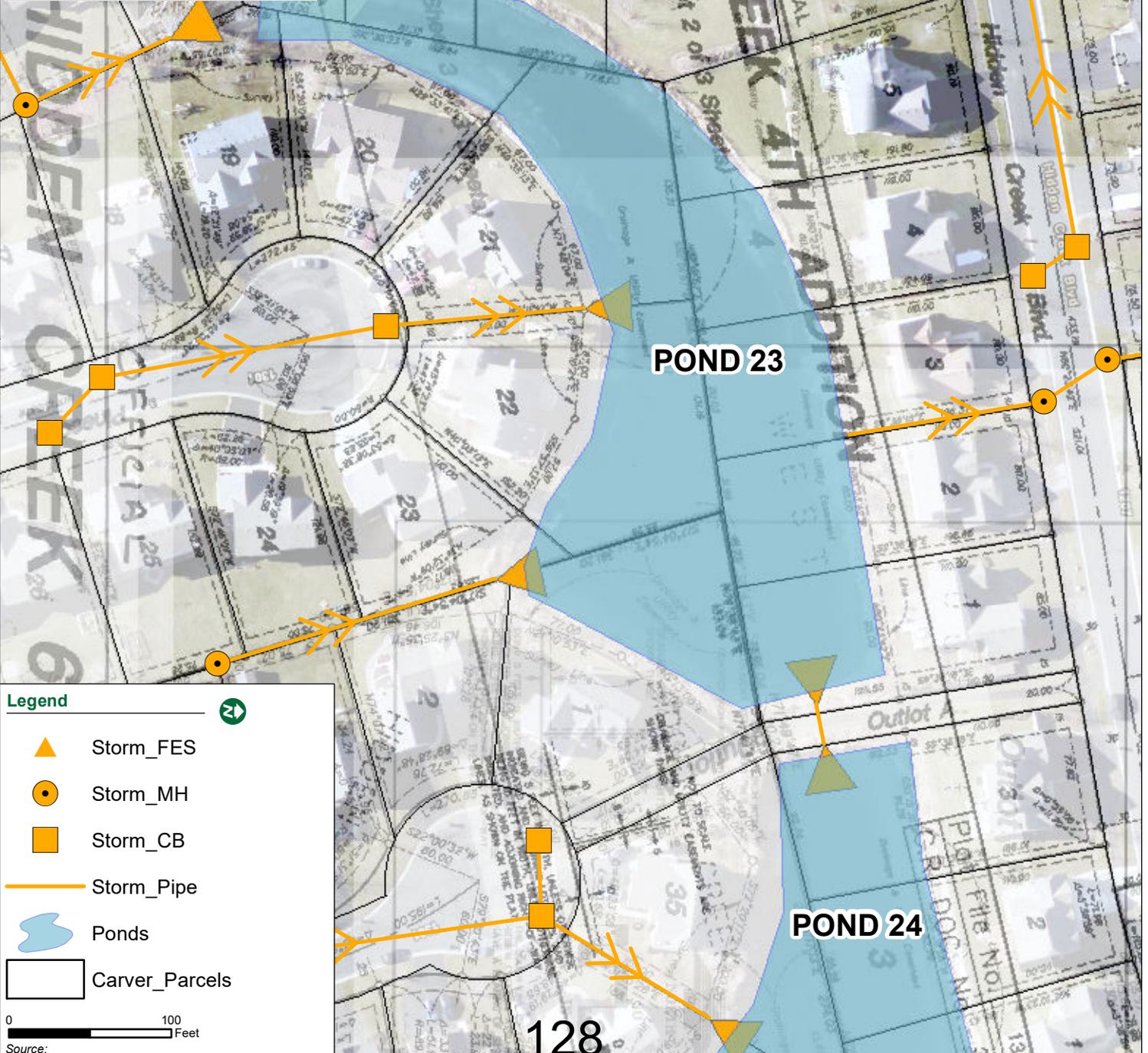
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees/vegetation growth around entire pond
b. undesirable species/plants	Unsat	Trees, FES on north side of pond are both covered by trees as well as the NW OCS
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring		Possible scour at SW FES

Maintenance Item	Satisfactory/Unsatisfactory	Comments
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetation growth around entirety of pond. Possible scour at SW FES and the northern FES are covered by trees/shrubs but the structures themselves are clean.  
 SW FES is easily accessible from Hidden Creek Blvd. To access northern FES & OCS structure you must climb through woods and go into the field.

			
<b>SW FES outfall to pond.</b>		<b>NW FES connected to OCS.</b>	
			
<b>NE FES connected to manhole.</b>		<b>Pond OCS structure.</b>	



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**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



Source:

128

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 23	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.882, Long. -93.896	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Four (4) – 24”		
No. Outlets / Size:	One (1) – 24”		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

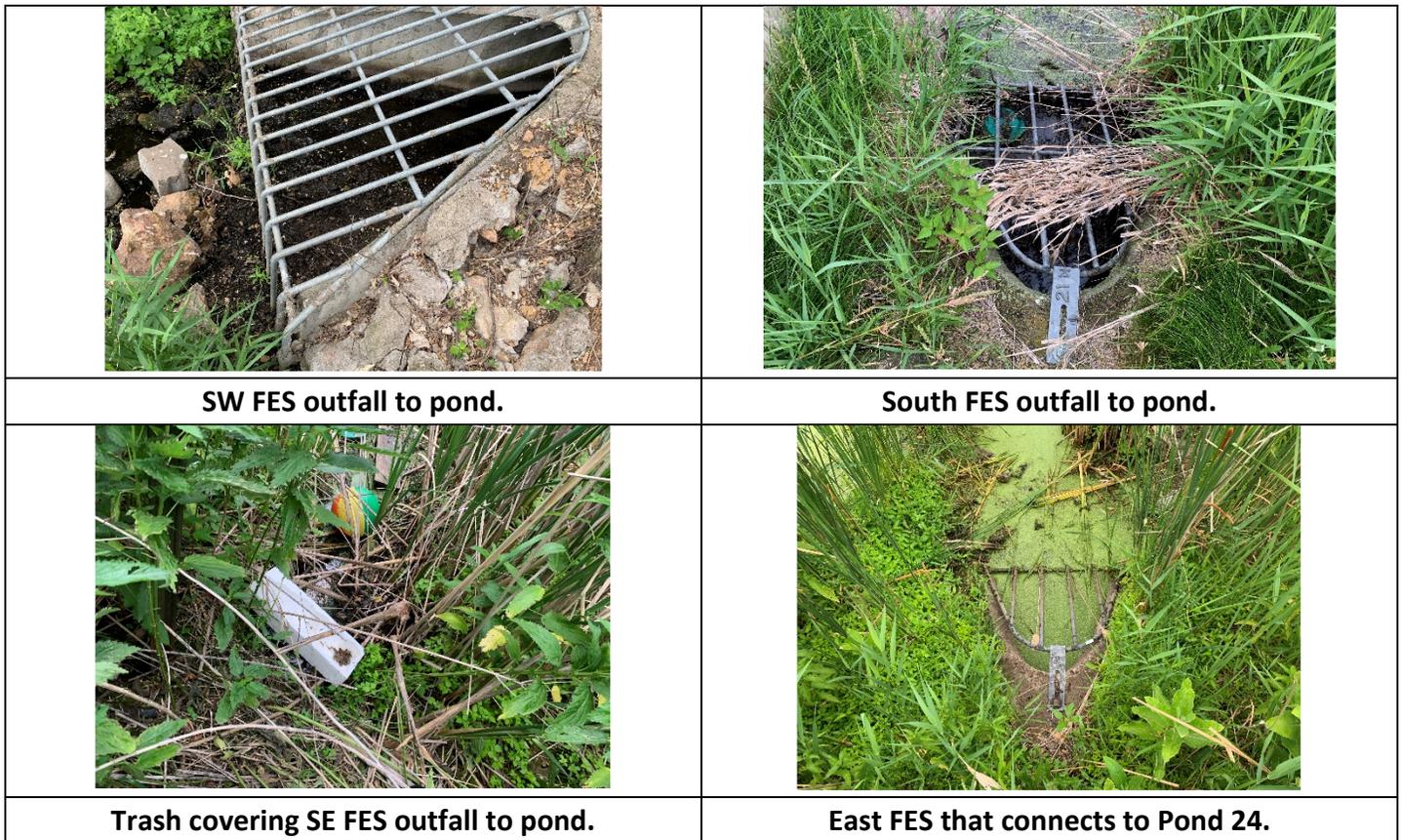
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetation growth Trees, Tree growing along pipe that connects to SE FES and SW FES
b. undesirable species/plants	Unsat	
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		Flower bed surrounding SW FES
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & Veg in SE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1”)	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		Major sed accumulation in SE FES
6. Other (specify)		Debris in SW and south FES
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		Minor debris in pond
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Heavy tree/vegetation growth around pond. Minor debris in SW and south FES. Trees/garden growing over pipe that connects to SW FES. Significant sediment/vegetation growing in SE FES and trees growing along the pipe that connects to SE FES.

Clear access to all structures, must go through backyards to get to all structures besides the FES that connects to Pond 24 (which is on the trail). Trees planted over pipe that connects to SE & SW FES and utility box over pipe that connects to OCS structure.

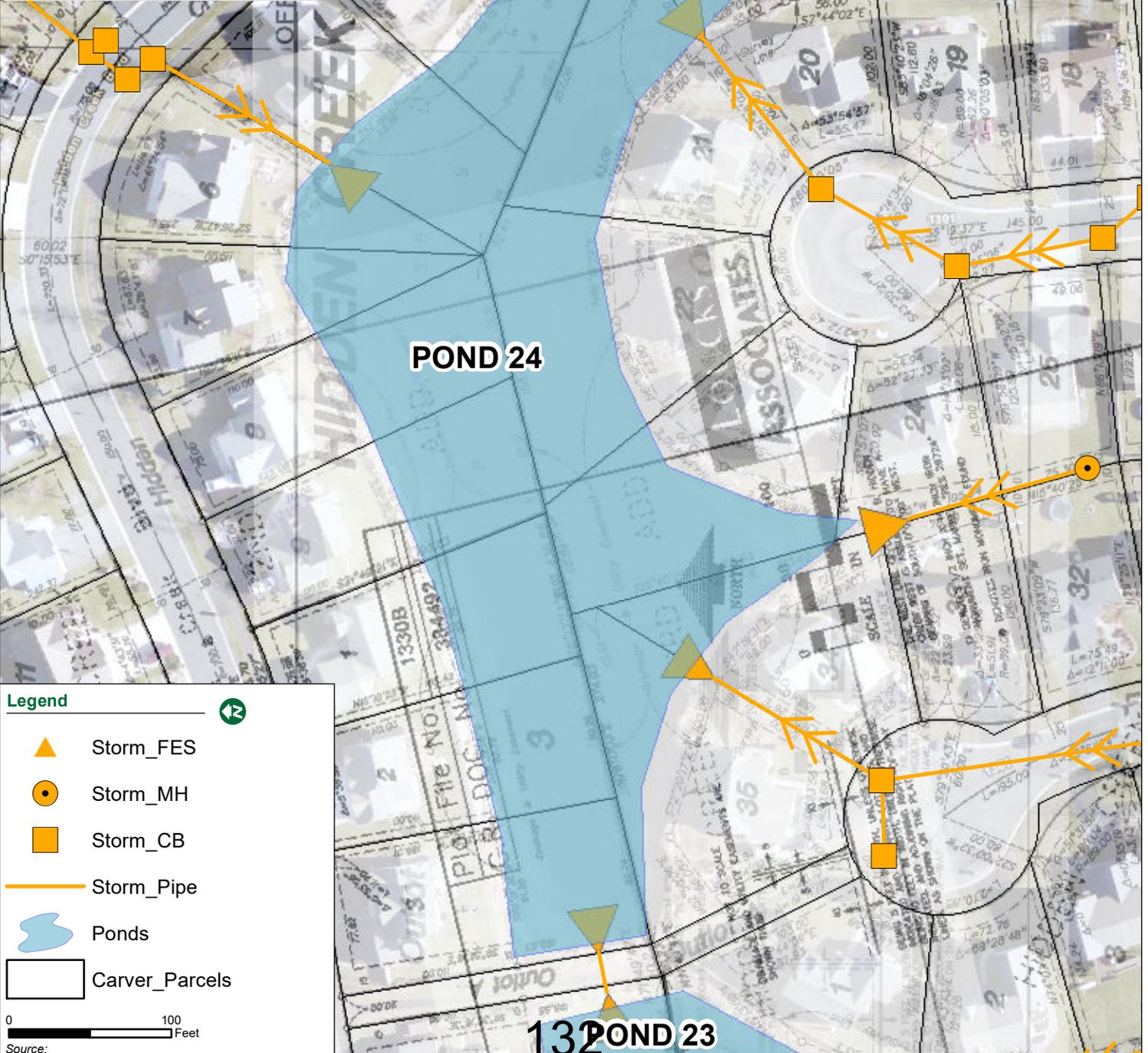




**Pond OCS structure.**



**Utility box lays over pipe that connects OCS structure to catch basin.**



**POND 24**

**132 POND 23**

**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



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Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 24	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.883, Long. -93.894	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Five (5) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees/vegetation growth
b. undesirable species/plants	Unsat	Trees, Trees/vegetation growing around all FES
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & Veg in SW, south & SE FES
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		West most catch basin has significant amount of sitting water
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		Sed in SW, south & SE FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	Rockwall/trees along SW FES pipe, trees along south & SE FES pipe
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Significant sed accumulation in SW, south & SE FES
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	Minor debris
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Significant tree/vegetation growth around entire pond. SW FES has significant sediment/vegetation in the structure and the catch basin connecting to the FES has a substantial amount of sitting water. Significant sediment in south FES with trees growing around it. Tree/vegetation growing next to north FES. Heavy sediment/debris in SE FES with trees growing around it.

Comments:

Clear access to all structure, must pass through backyards. Trees lay over piping for SW, south & SE FES.

	
<b>SW FES outfall to pond.</b>	<b>South FES outfall to pond.</b>
	
<b>FES outfall to pond west of SE FES.</b>	<b>SE FES outfall to pond.</b>



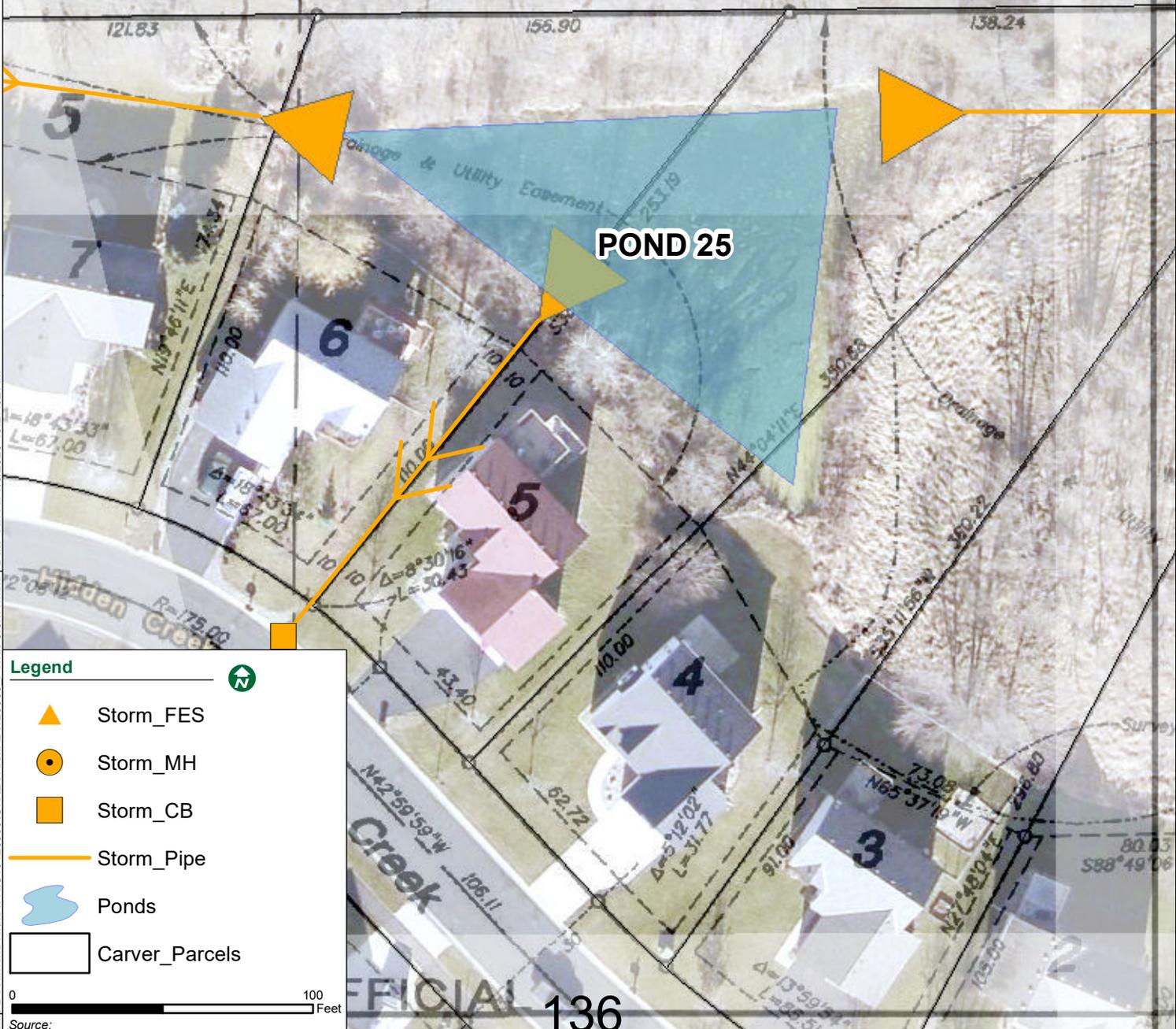
**North FES outfall to pond.**



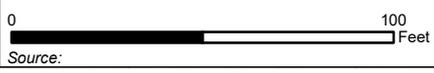
**West FES connecting to Pond 23.**



# 2ND ADDITION



- Legend**
- North
  - Storm\_FES
  - Storm\_MH
  - Storm\_CB
  - Storm\_Pipe
  - Ponds
  - Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 25	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.884, Long. -93.893	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

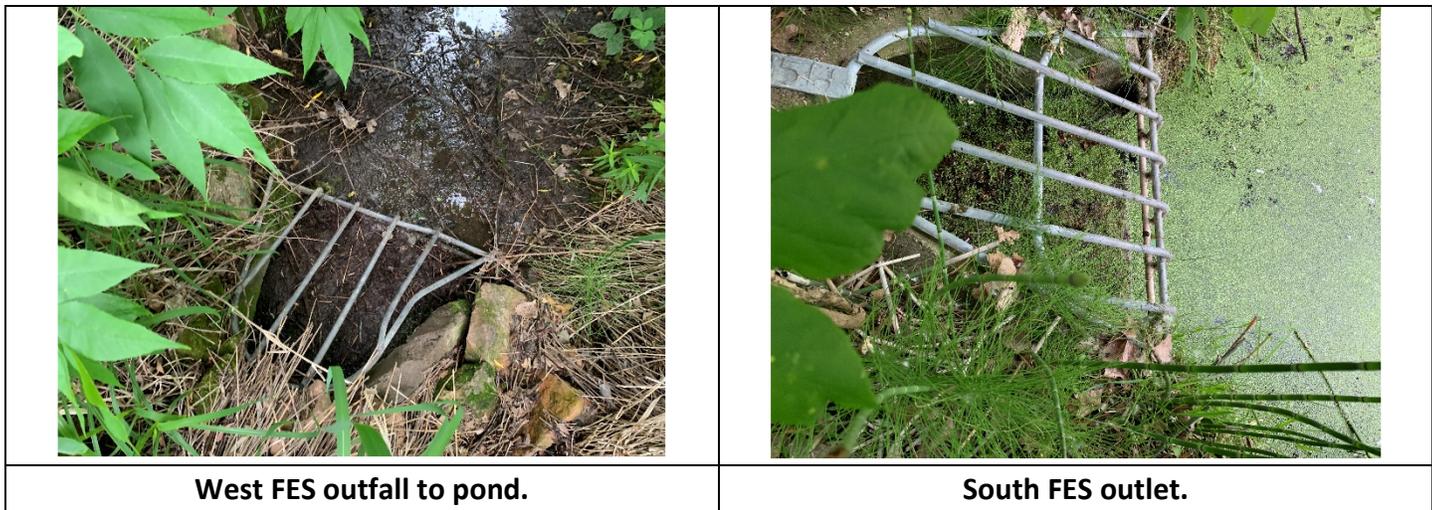
Maintenance Priority (1=Low 5=High)
3

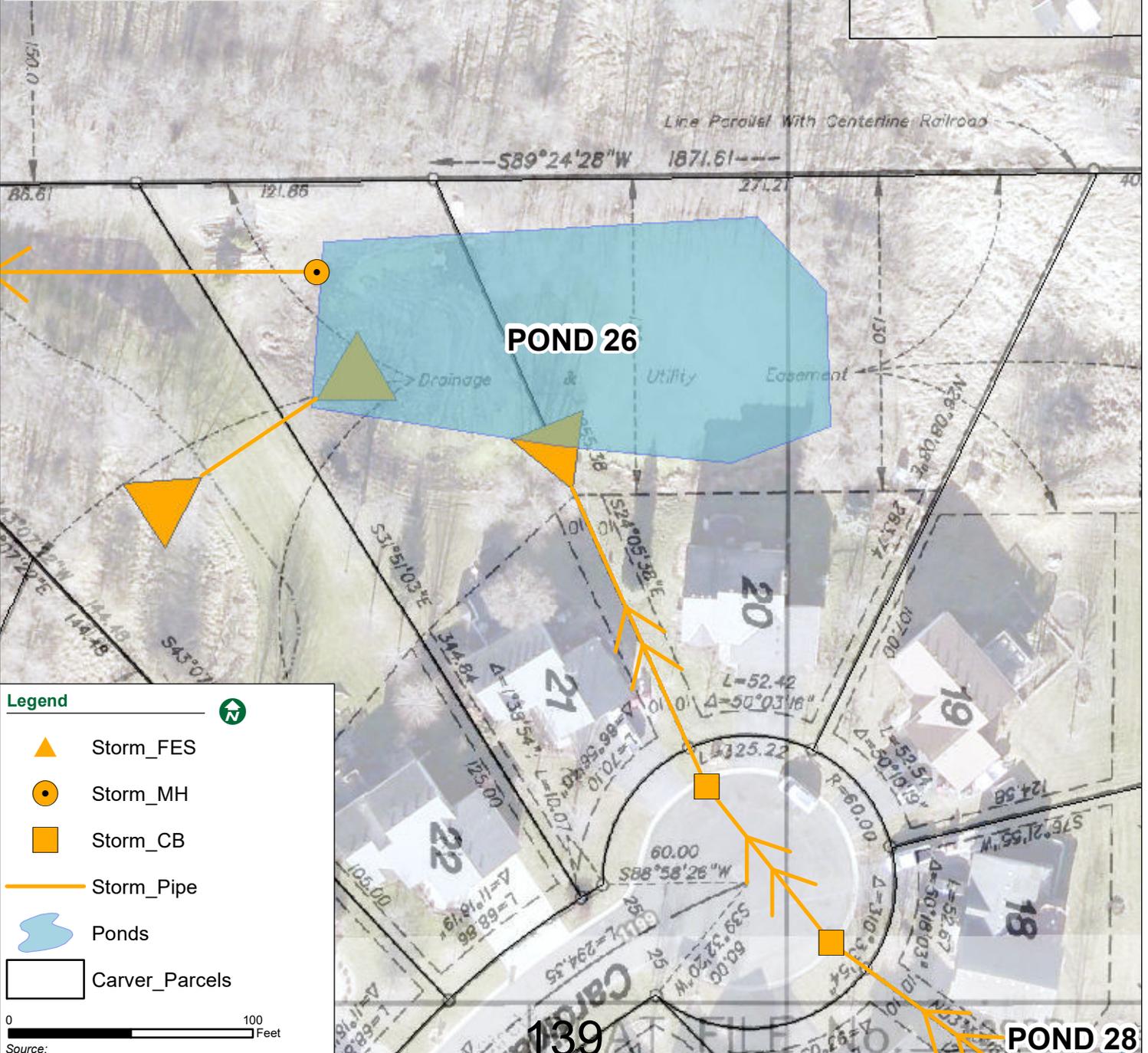
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Lots of trees/vegetation surrounding pond
b. undesirable species/plants	Unsat	Trees, Tree growing over south FES pipe and around west FES
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor trash debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & debris in west FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem	Sat	
5. Sedimentation		Sed & debris accumulation in west FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		Tree growing over south FES pipe
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		Sed & debris in west FES
<b>E. Other</b>		
1. Encroachment on pond or easement area	Sat	
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetal growth around entire pond. Sediment and debris accumulation in west FES with trees/vegetation growing around. Tree growing over piping that connects to south FES.  
Clear access to south and west FES, east FES is in a wetland and not accessible.





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**Legend**

- N
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet  
Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 26	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.884, Long. -93.891	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

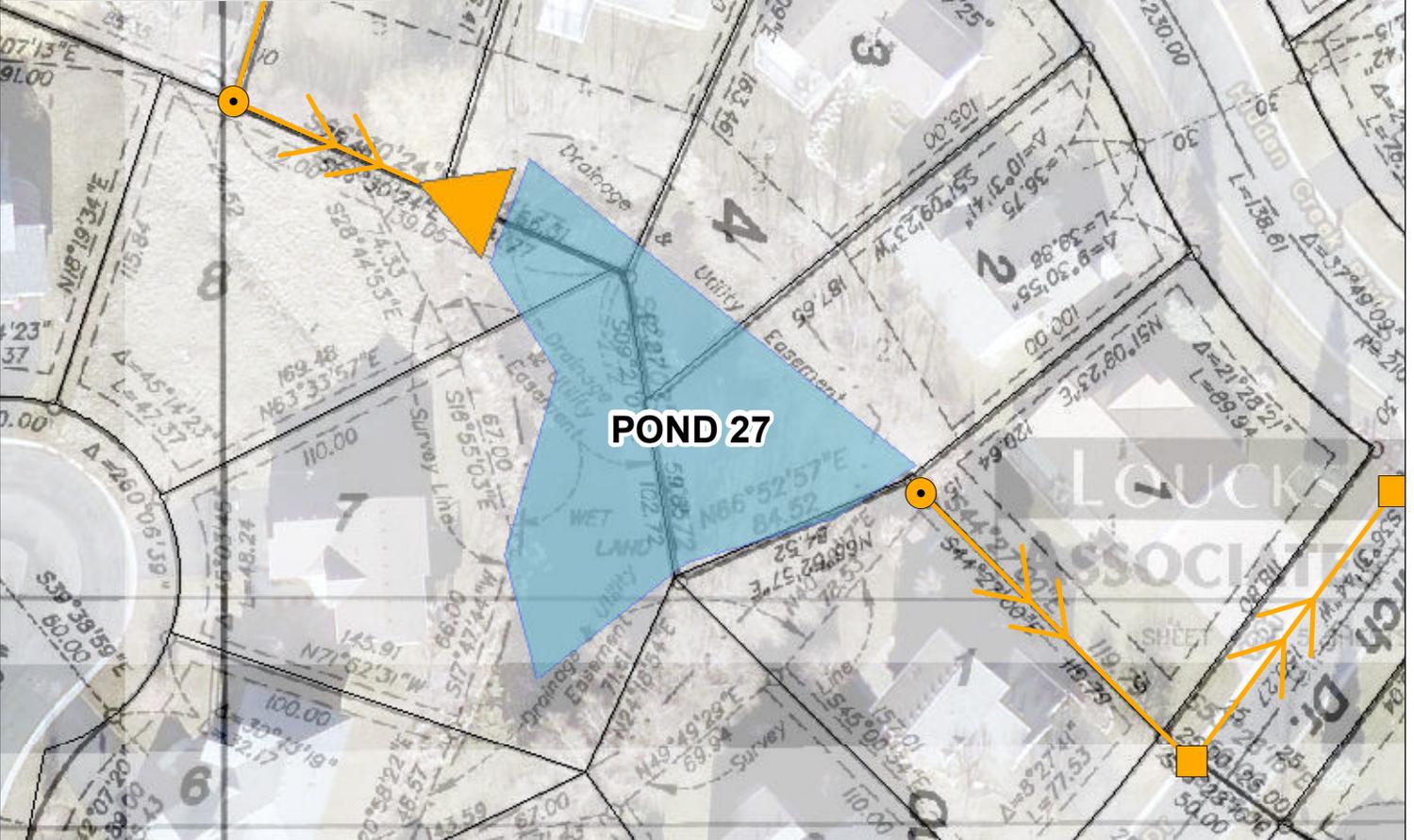
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree cover on the north & east bank Trees
b. undesirable species/plants	Unsat	
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Significant Sed & debris inside SE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		Sed & debris in SE FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree cover on north & east banks. Large stick/debris pile on west side of the pond. Vegetation growing inside FES and significant debris/sediment growing inside SE FES.  
Clear access to all FES. Trees lay over the piping that connects the SE FES to the catch basin.

	
<b>Pond OCS structure.</b>	<b>SE FES outfall to pond.</b>
	
<b>FES that lies in wetland area SW of the pond that is connected to SW FES.</b>	<b>View of pond from SW corner with FES stake for the SW FES.</b>



**Legend**

- North
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 27	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.882, Long. -93.892	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

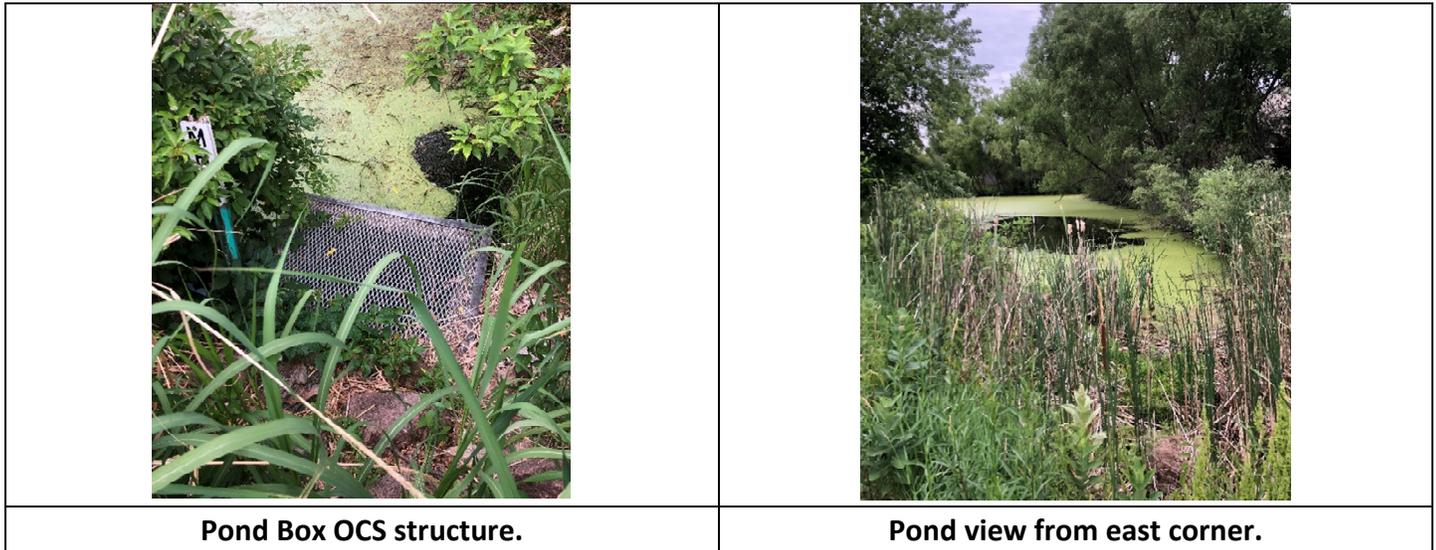
Maintenance Priority (1=Low 5=High)
3

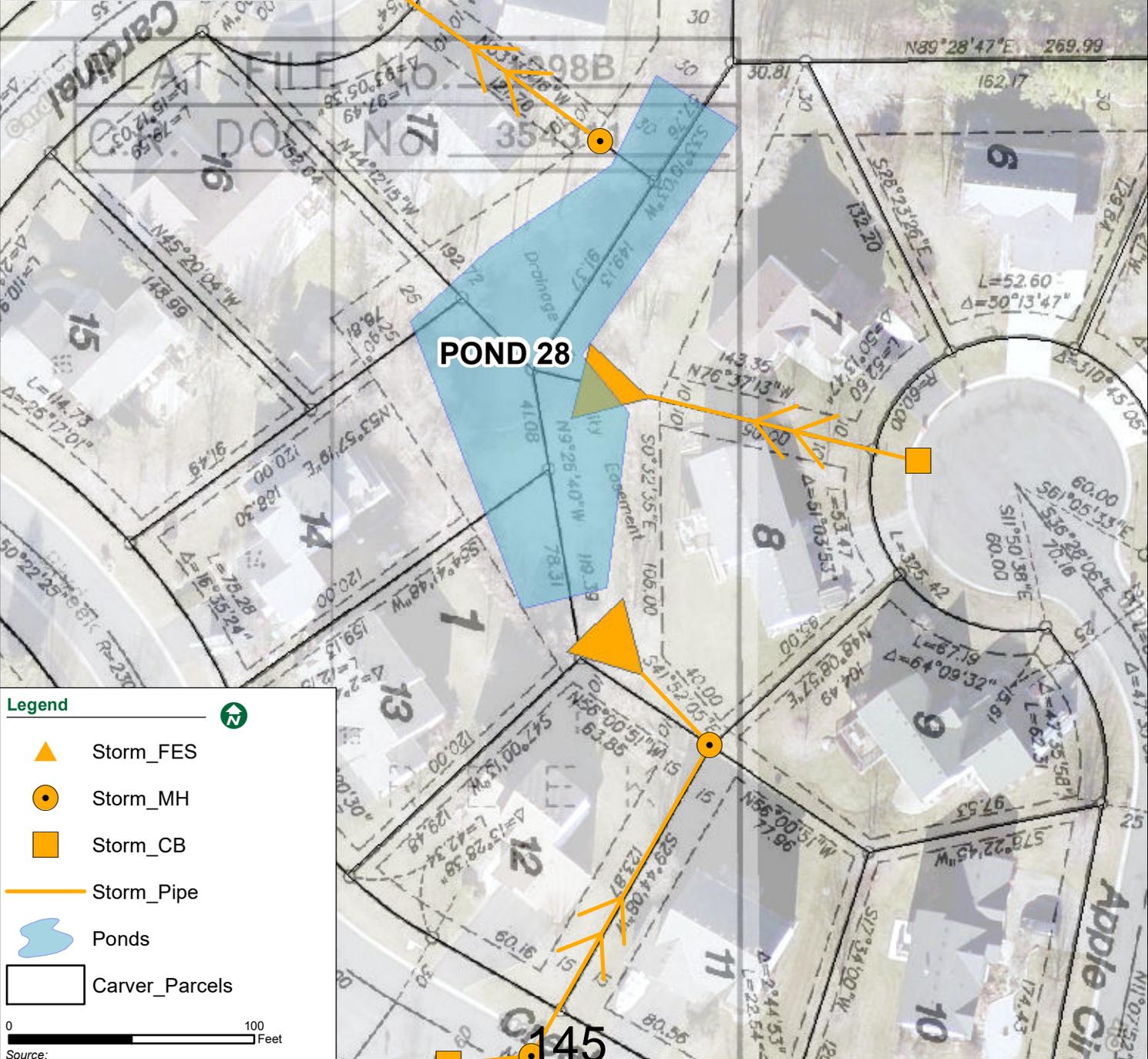
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees, Trees growing near/on top of NW FES
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		Significant debris/sediment in NW FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area	Sat	
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetal growth around entire pond. Significant debris/sediment in NW FES. Trees growing around & on top of NW FES.  
Clear access to the FES and the box OCS structure, have to go through backyard properties and some vegetation.





**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 28	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.883, Long. -93.890	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
5

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree cover
b. undesirable species/plants	Unsat	Trees
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Debris in east & south FES
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sediment in south FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		Box OCS structure clogged & there is a board in the catch basin
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		Lots of organics in the south FES as well as debris
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Large trees surrounding pond on most sides. Significant debris/organic materials in the south FES. Debris in the east FES. Box OCS structure is clogged and there is a board in the catch basin that connects to the OCS structure. All FES and the OCS structure are easily accessible.



**Pond box OCS structure.**



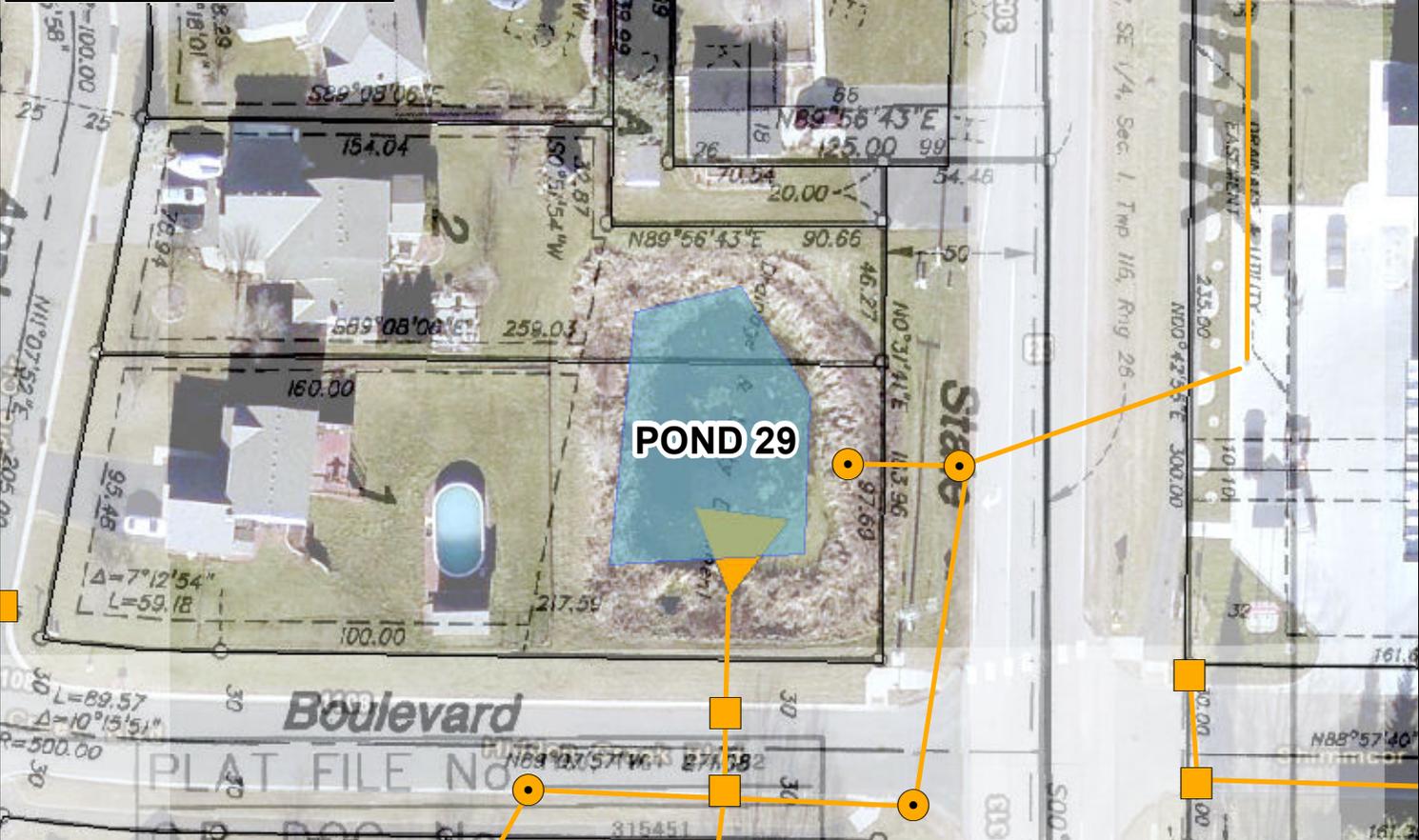
**East OCS outfall to pond**



**South OCS outfall to pond.**



**View from south FES outfall to pond.**



**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 29	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.882, Long. -93.889	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

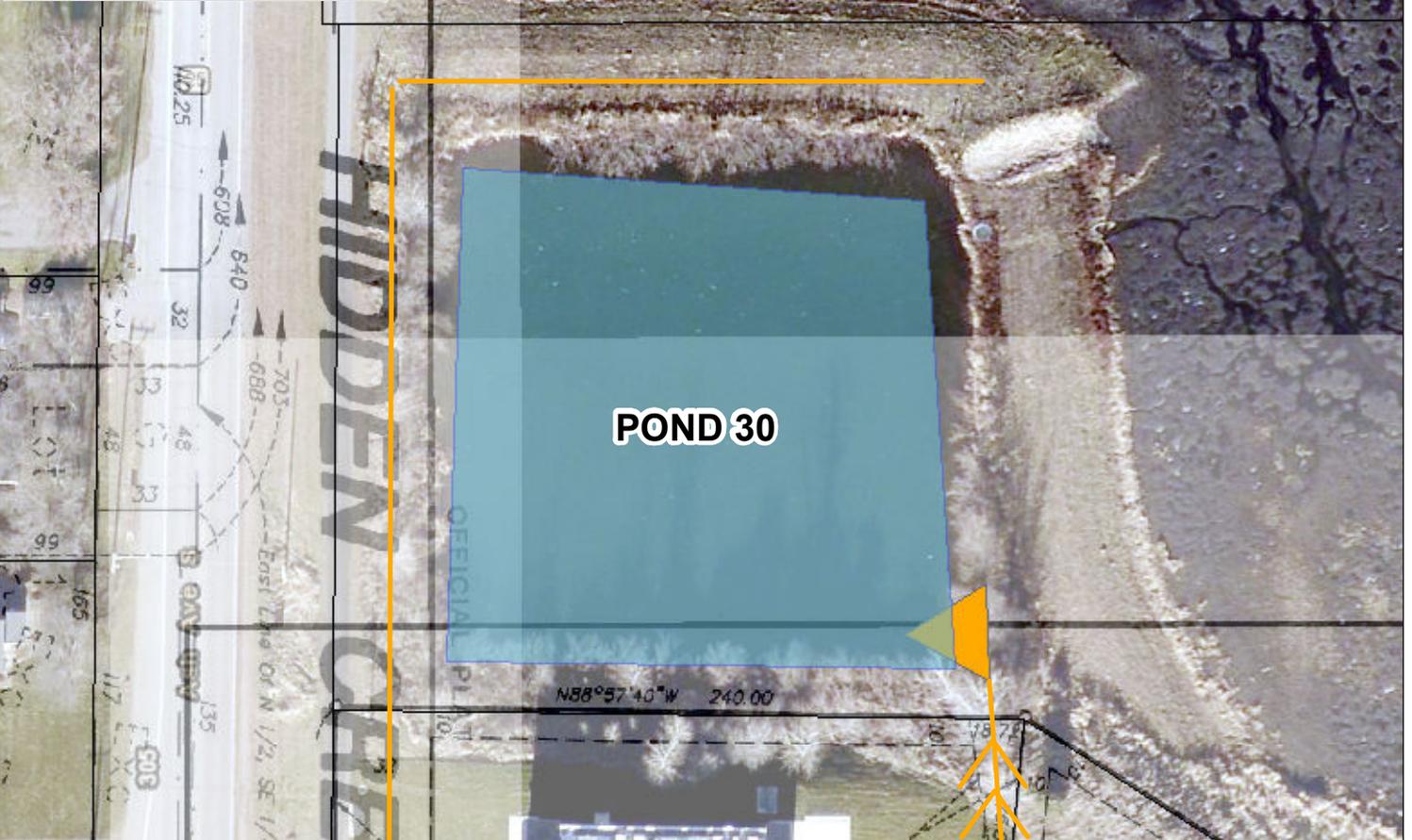
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Trees on east bank
b. undesirable species/plants	Unsat	Trees
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		South FES full of sed & vegetation growing inside structure
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		Significant sed in south FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Trees growing on SE bank of pond. South FES full of sediment & vegetation growing inside and around structure. South FES surrounded by tall grasses but still accessible. Not able to find storm MH because significant amount of vegetation/tall grasses on east bank.

	
<b>View of pond from south end, directly behind south FES.</b>	<b>Heavy vegetation around SE corner of pond.</b>

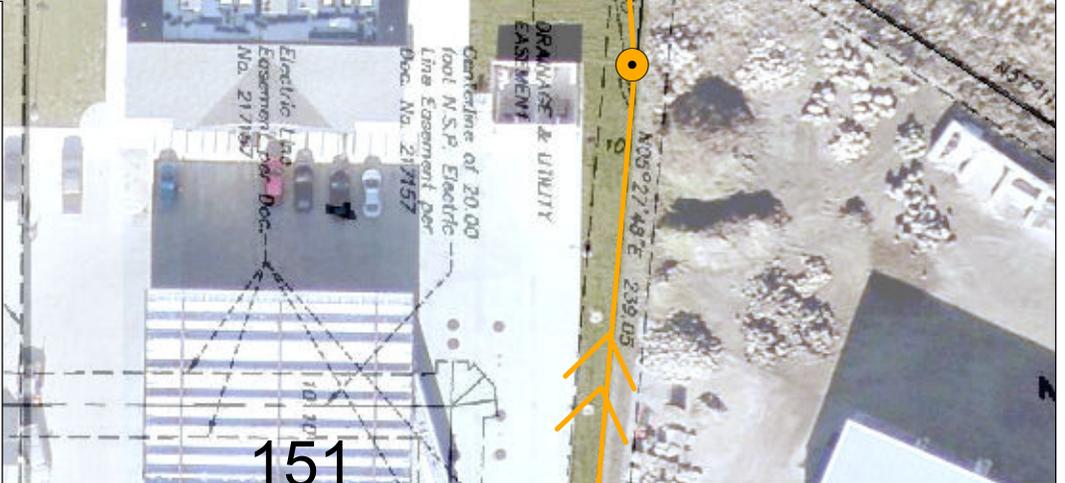


**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:



Map Document: H:\MAYRC\13120363\GIS\ESR\IMXD\120363\_Ponds 8.5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 30	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.883, Long. -93.887	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

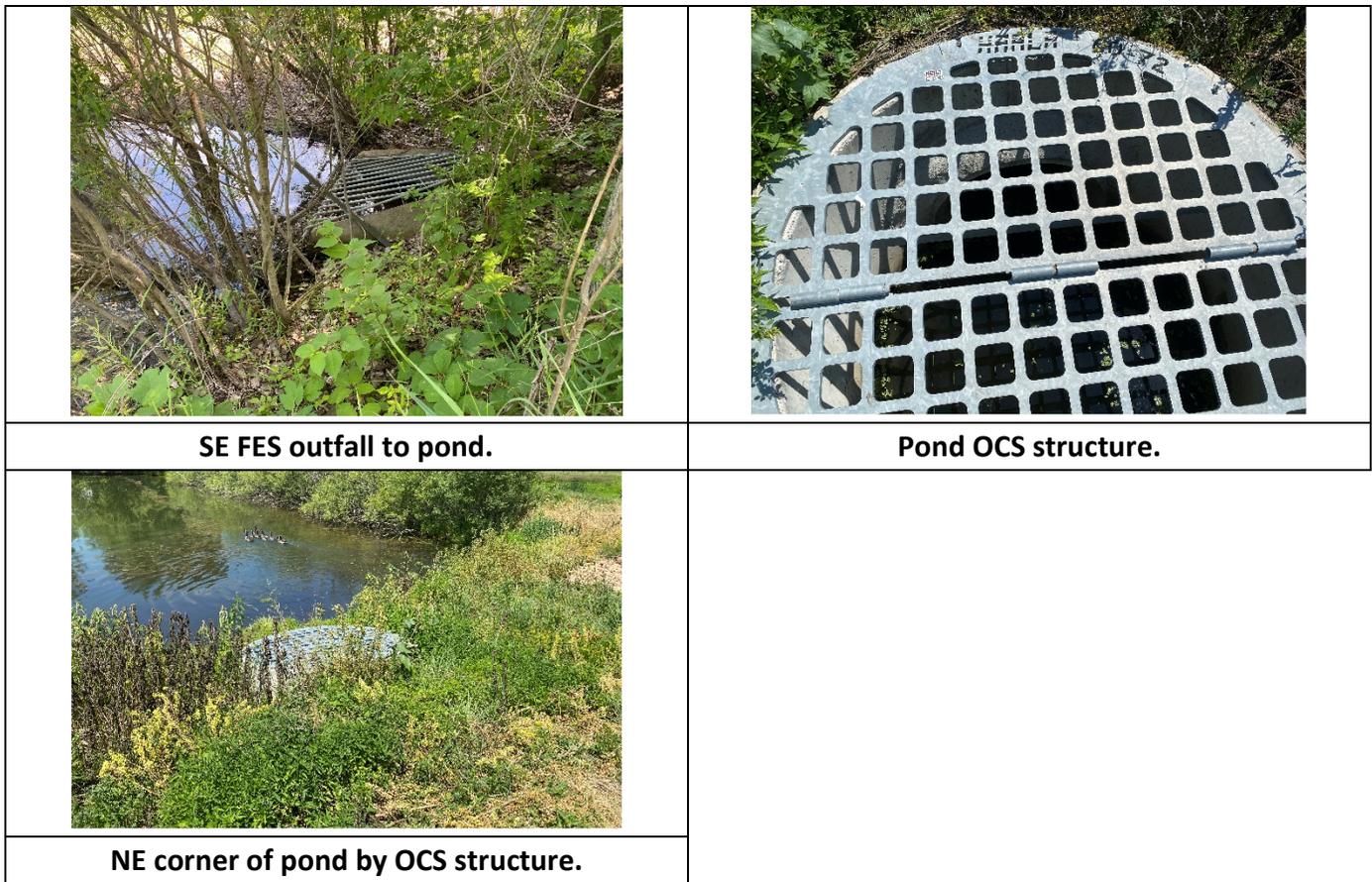
Maintenance Priority (1=Low 5=High)
3

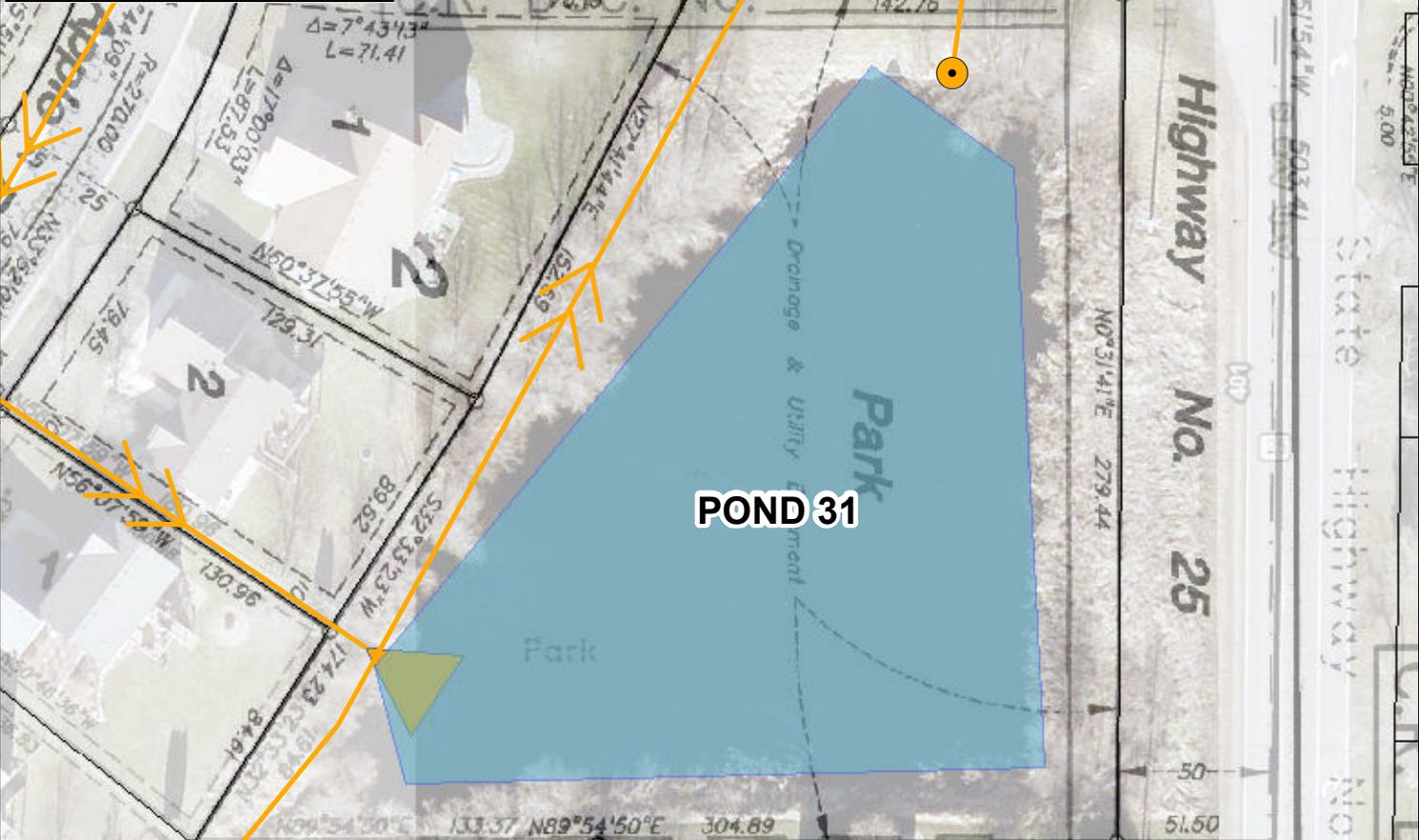
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees/vegetal growth Trees
b. undesirable species/plants	Unsat	
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sediment in SE FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
5. Sedimentation		Sed & veg in SE FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetal growth around entire pond. Significant sediment in SE FES and vegetation/tall trees surrounding FES.  
 Must go through heavy vegetation to access FES and through a field to access OCS structure.





**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

Map Document: H:\MAYRC\13120363\GIS\ESR\IMXD\120363\_Ponds 8.5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 31	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.881, Long. -93.889	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

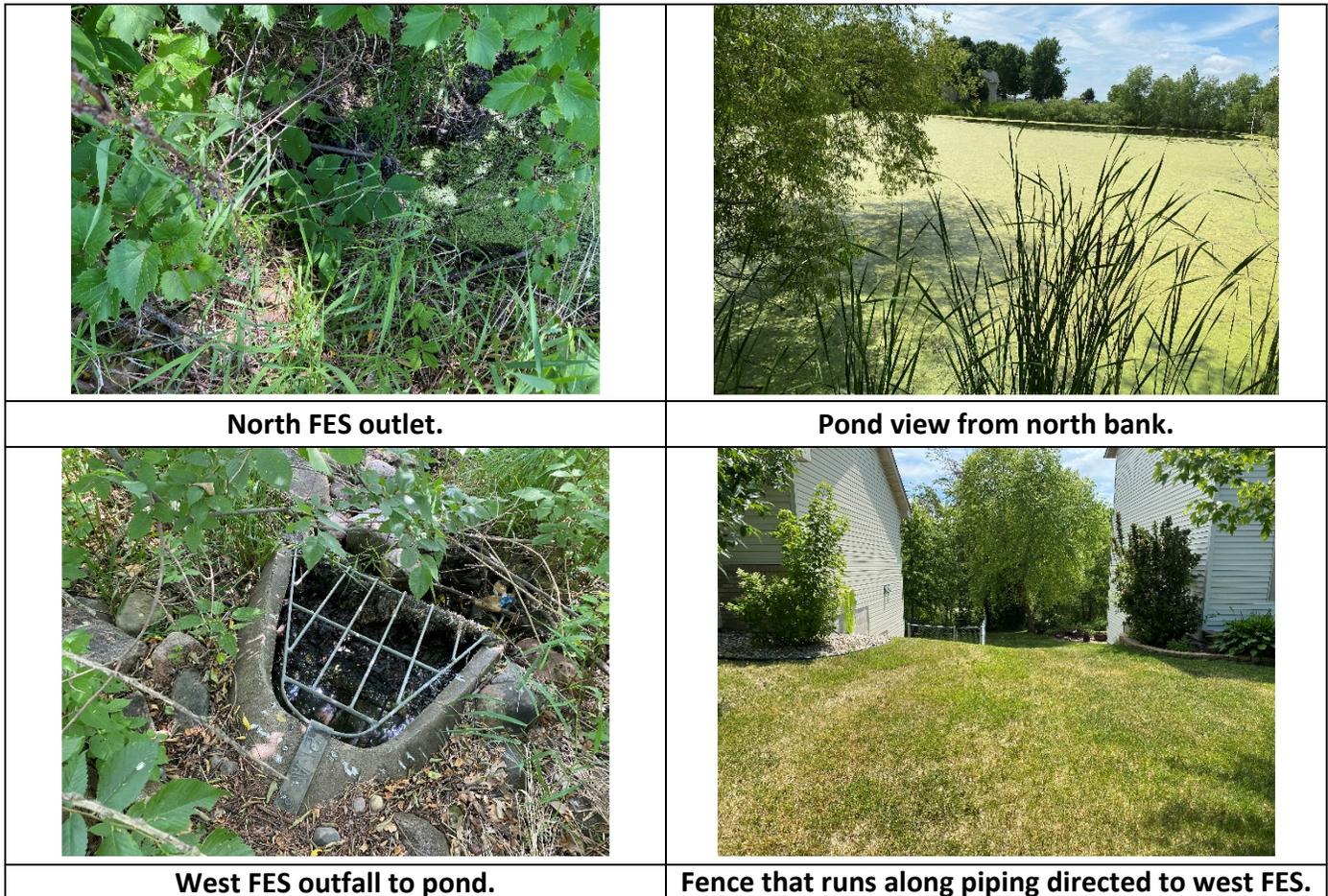
Maintenance Priority (1=Low 5=High)
3

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees, trees growing next to west FES
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		

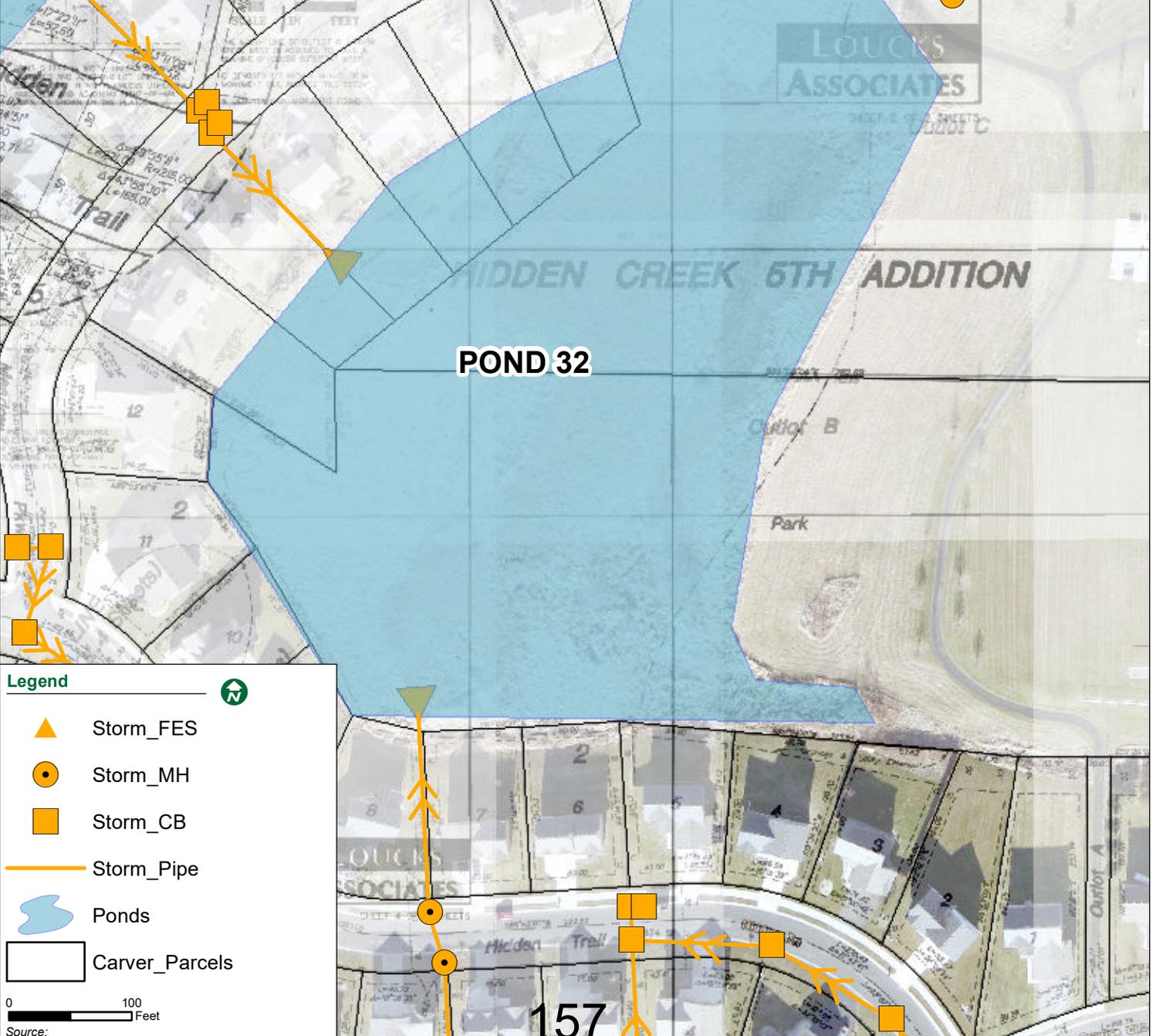
Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution		Minor trash debris
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetal growth around entire pond. FES on north bank full of debris and covered by vegetation. FES on west bank full of debris and has large trees growing next to structure. The pipe that is directed to the west FES has a fence running right up against it.  
 Both FES are accessible but there is vegetation surrounding both.





POND 34



Legend

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 32	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.880, Long. -93.891	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

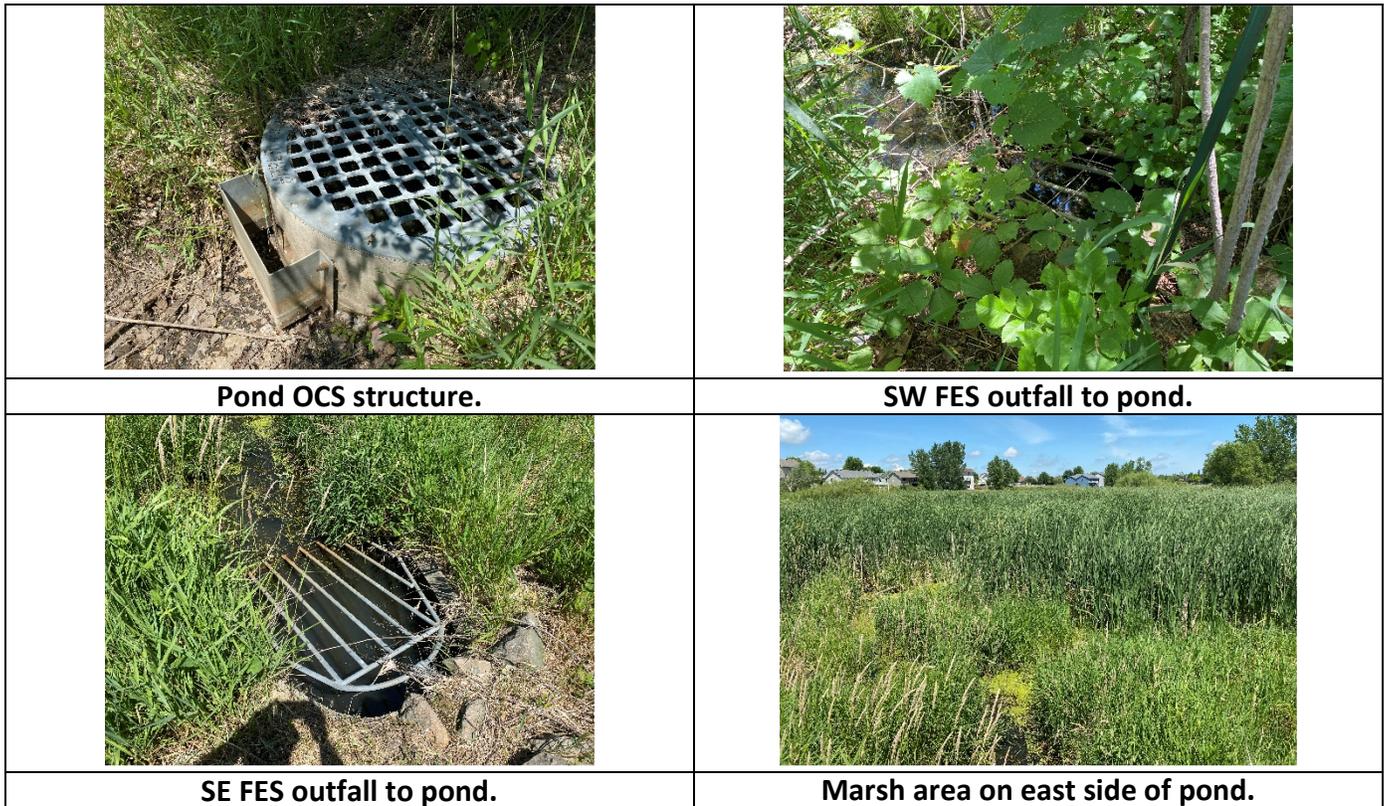
Maintenance Priority (1=Low 5=High)
3

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees, trees growing next to OCS structure and SW FES
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Debris in SW FES
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris
4. Shoreline problem		
5. Sedimentation		Sed in SW FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetal growth around entire pond. Sediment and debris in SW FES. Small trees growing over pipe directed to SW FES. Lots of trees/vegetation around OCS structure and large trees growing next to the pipe.  
 All FES and the OCS structure are accessible, just slight vegetation surrounding.





# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 33	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.881, Long. -93.893	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

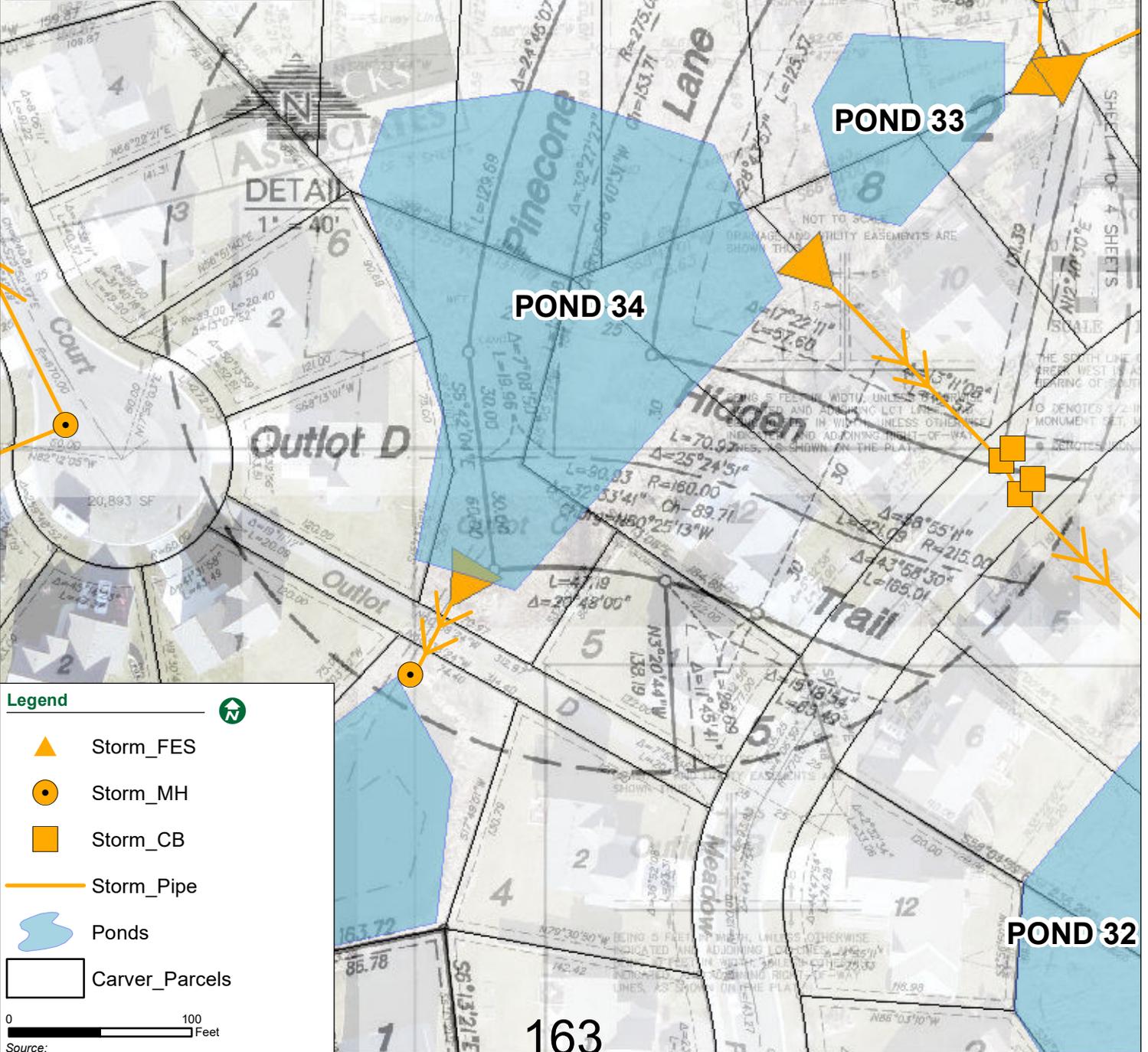
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Debris in both FES on east bank, minor debris covering outlet
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Tree/vegetal growth around entire pond. Debris in both the FES on east side. Minor debris covering outlet on SW corner.  
 Fence runs along piping that is directed to east FES.  
 All FES are accessible with minor vegetation surrounding structures.

	
<p style="text-align: center;"><b>East FES outfall to pond with piping coming from the east.</b></p>	<p style="text-align: center;"><b>East FES outfall to pond with piping coming from the north.</b></p>
 <p style="text-align: center;"><b>SW FES outlet.</b></p>	



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**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 34	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.880, Long. -93.893	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:			
No. Outlets / Size:	Two (2) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

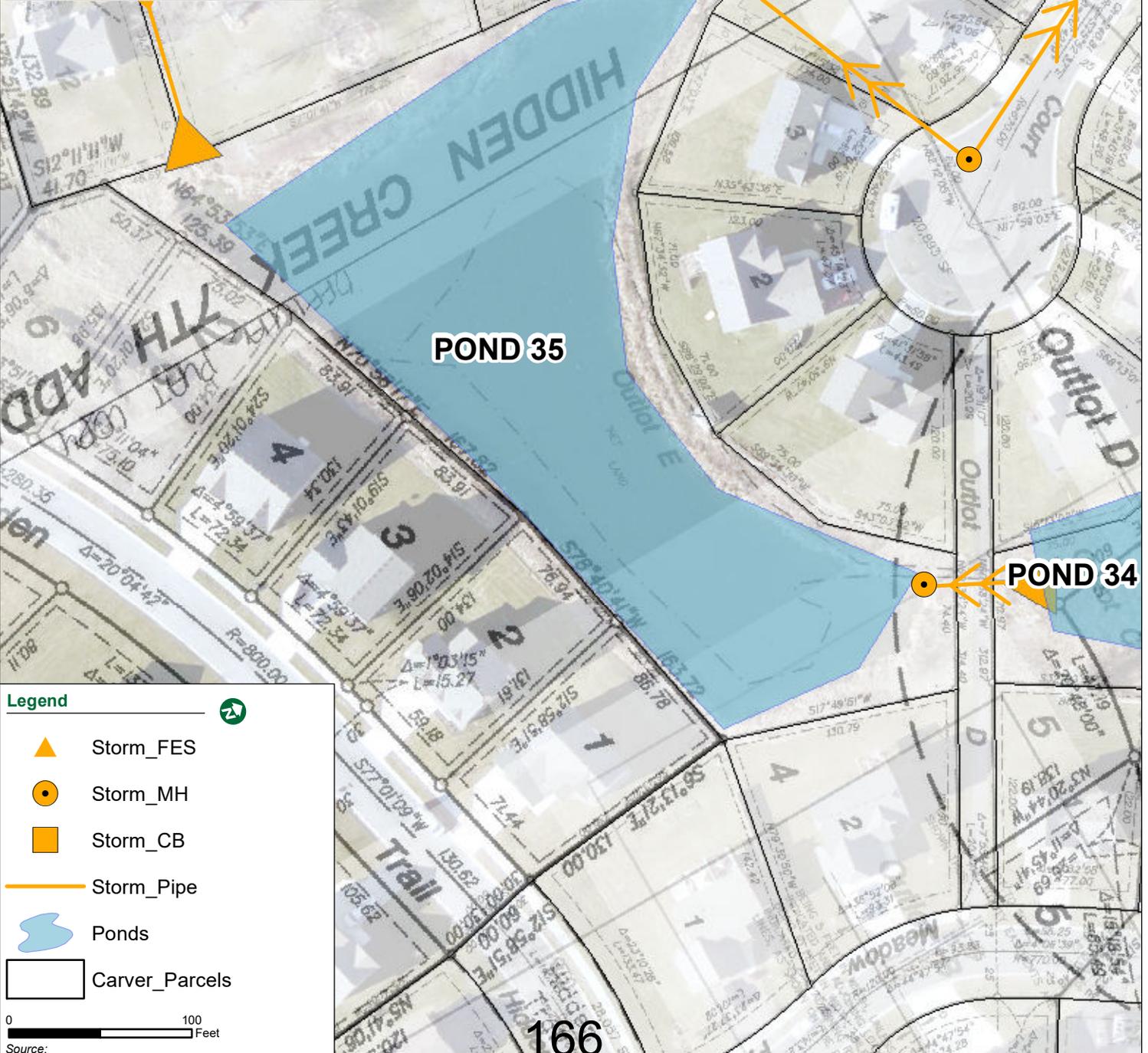
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Trees/vegetation surrounding entire pond. Minor debris covering east FES. South FES submerged.  
Clear access to east FES and OCS structure, south FES submerged.





POND 35

POND 34

**Legend**

- 
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 35	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.880, Long. -93.894	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

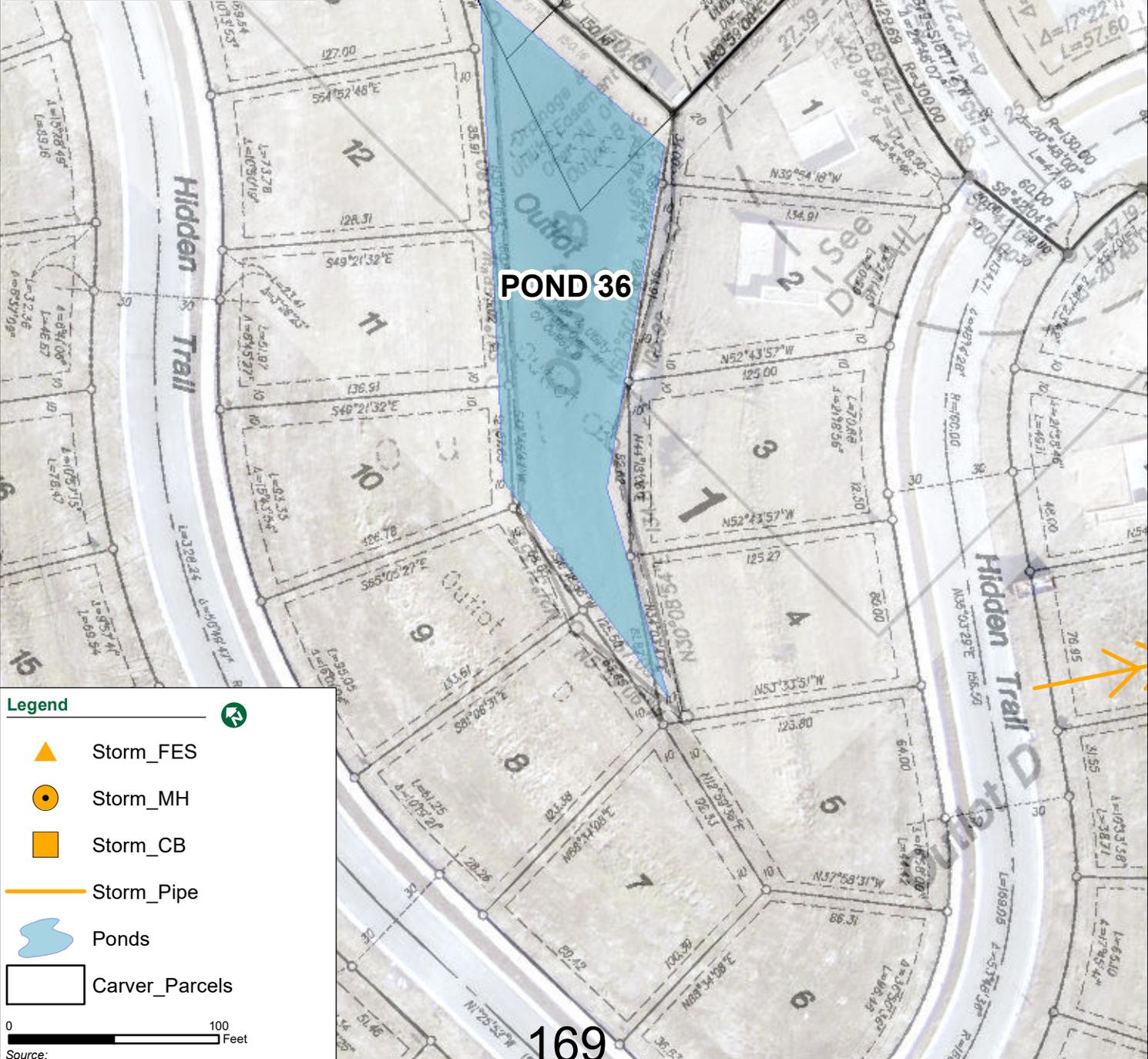
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees, Tree over SW FES
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Debris in SW FES
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Tree/vegetal growth around entire pond. Could not find NW FES due to vegetation cover. SW FES has significant debris in structure and a tree growing over structure. Corner of a wooden fence over pipe that is directed to SW FES.  
Clear access to the OCS structure and SW FES, minimal vegetal growth. Not able to find/access NW FES due to vegetal growth.

	
<b>Pond OCS structure.</b>	<b>SW FES outfall to pond.</b>
	
<b>Fence that lies over pipe connected to SW FES.</b>	



**POND 36**

**Legend**

- North Arrow
- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

Map Document: H:\MAYR\C13\203663\GIS\ESR\IMXD\120363\_Ponds 8.5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 36	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.879, Long. -93.897	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Two (2) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

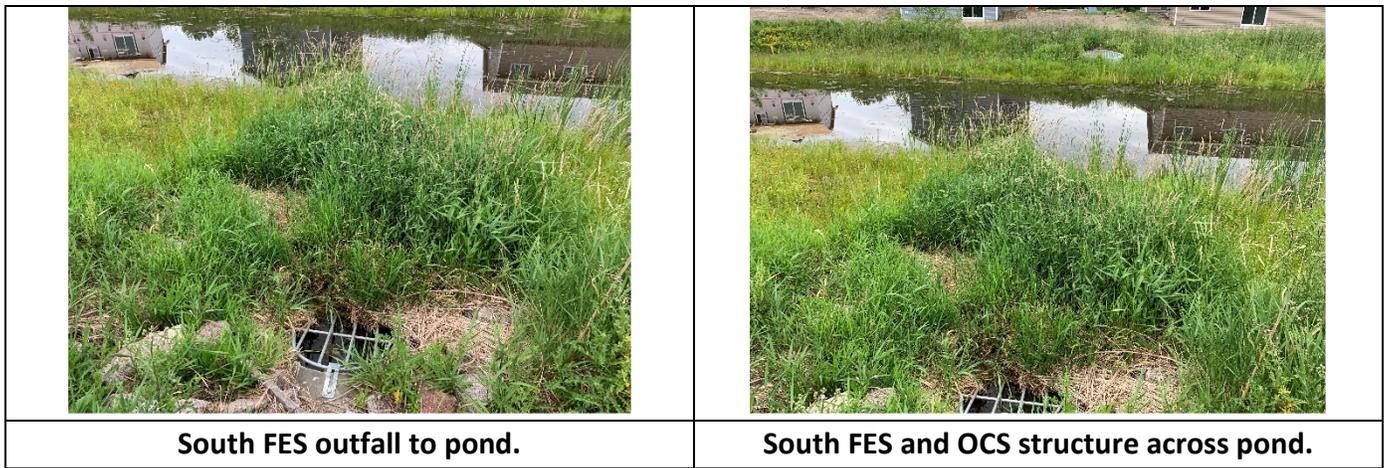
Maintenance Priority (1=Low 5=High)
1

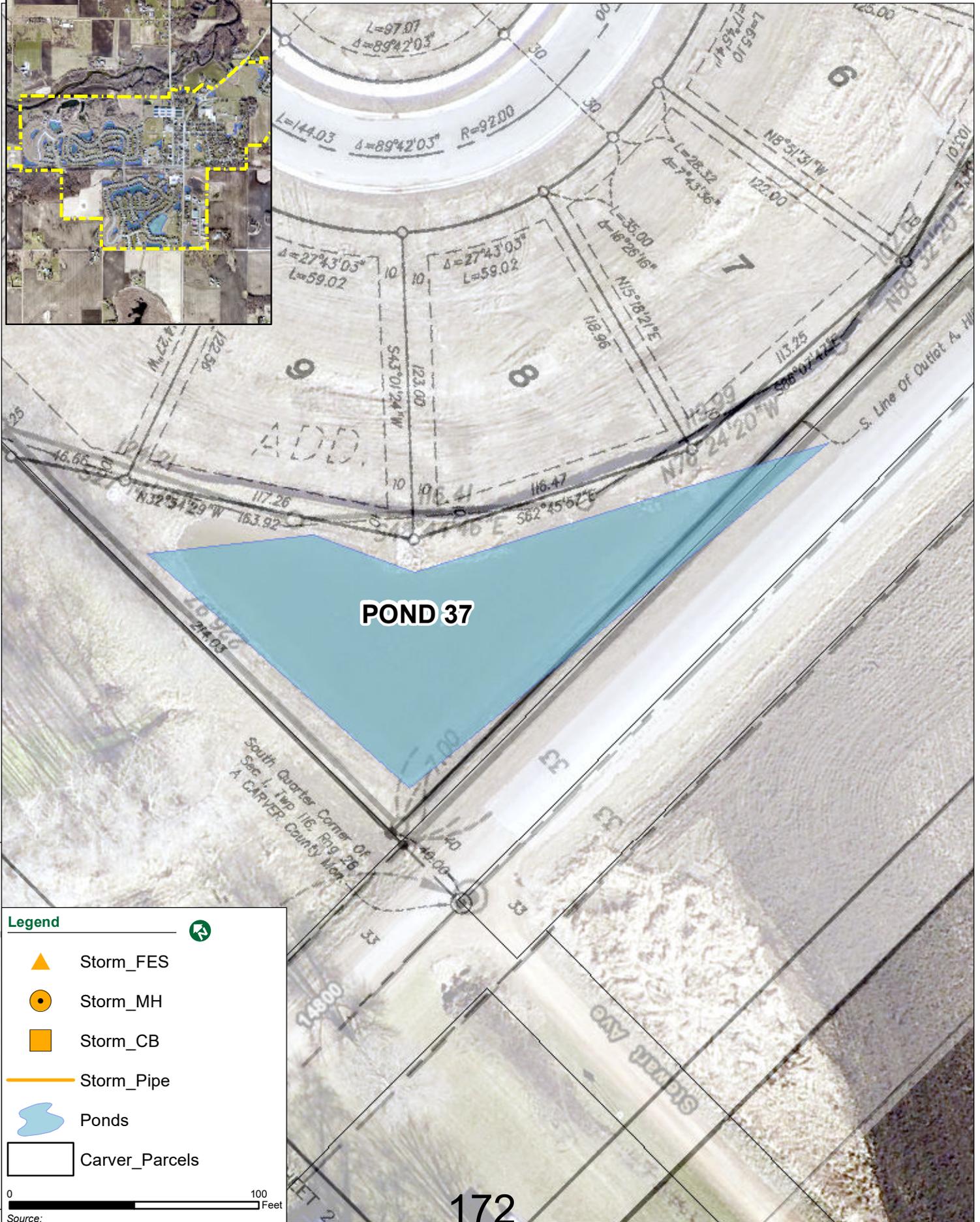
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	
b. undesirable species/plants	Sat	Vegetation growth in north FES
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & veg growth in south FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution	Sat	

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant vegetation growth in north FES. Sediment & vegetation growth in south FES.  
Clear access to both FES and the OCS structure.





**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels



Source:

Map Document: H:\MAYRC\13120363\GIS\ESR\IMXD\120363\_Ponds & 5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 37	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.878, Long. -93.898	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	One (1) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

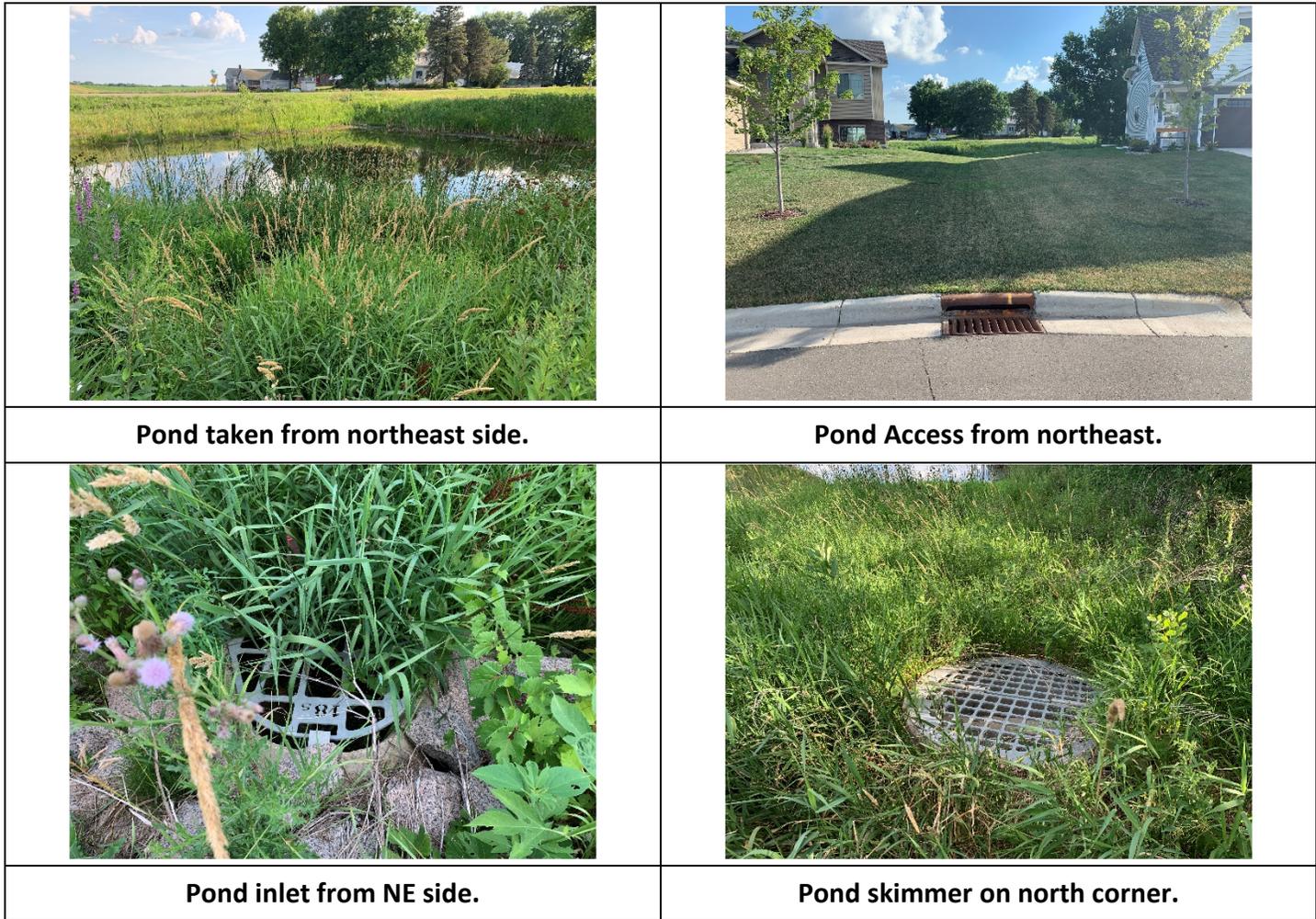
Maintenance Priority (1=Low 5=High)

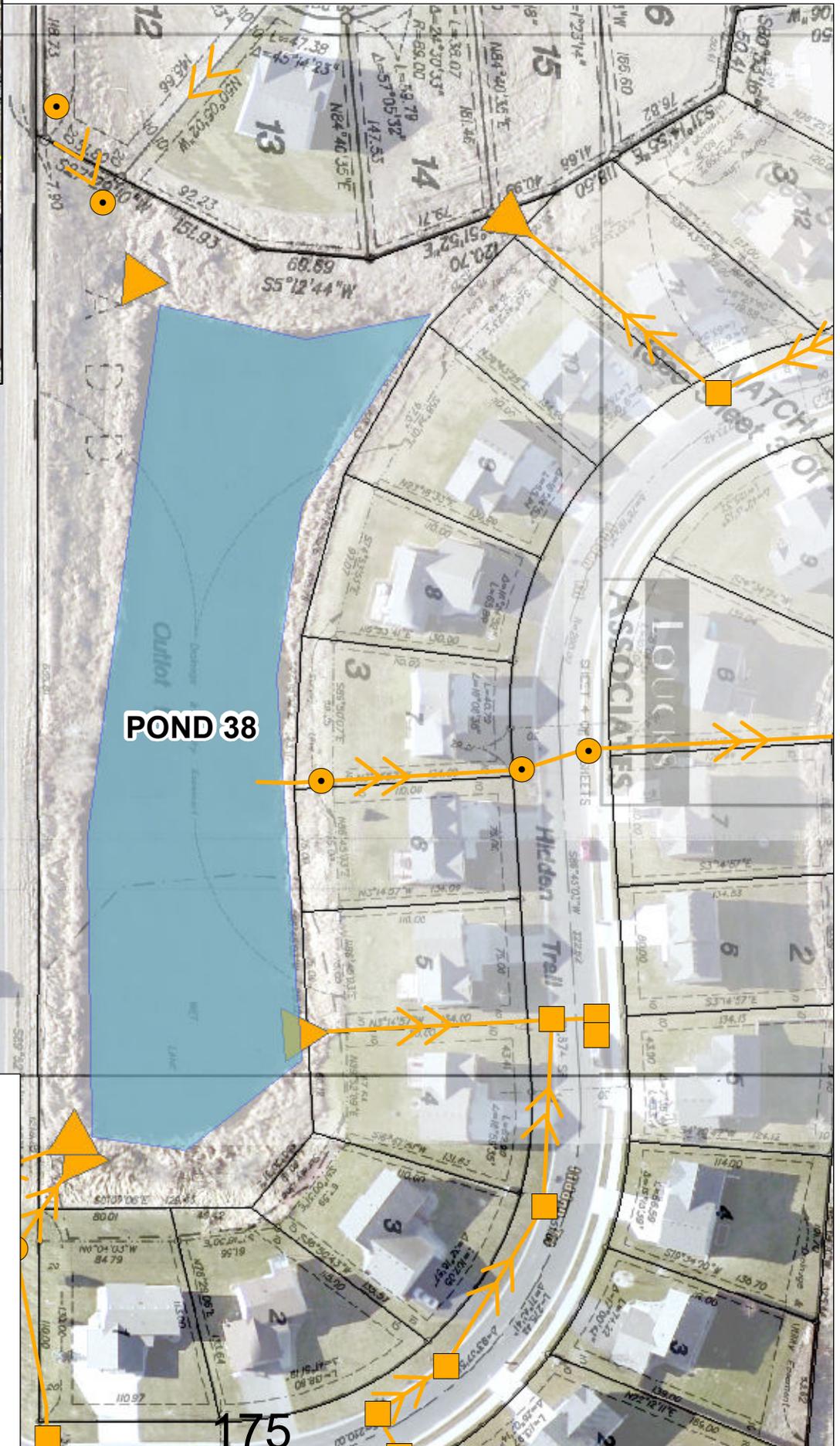
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	
b. undesirable species/plants	Sat	
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting	Sat	
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments:     No issues with structures/pond.  
    All structures are accessible.





**Legend**

- Storm\_FES
- Storm\_MH
- Storm\_CB
- Storm\_Pipe
- Ponds
- Carver\_Parcels

0 100 Feet

Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 38	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.878, Long. -93.892	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Three (3) – 24"		
No. Outlets / Size:	Three (3) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

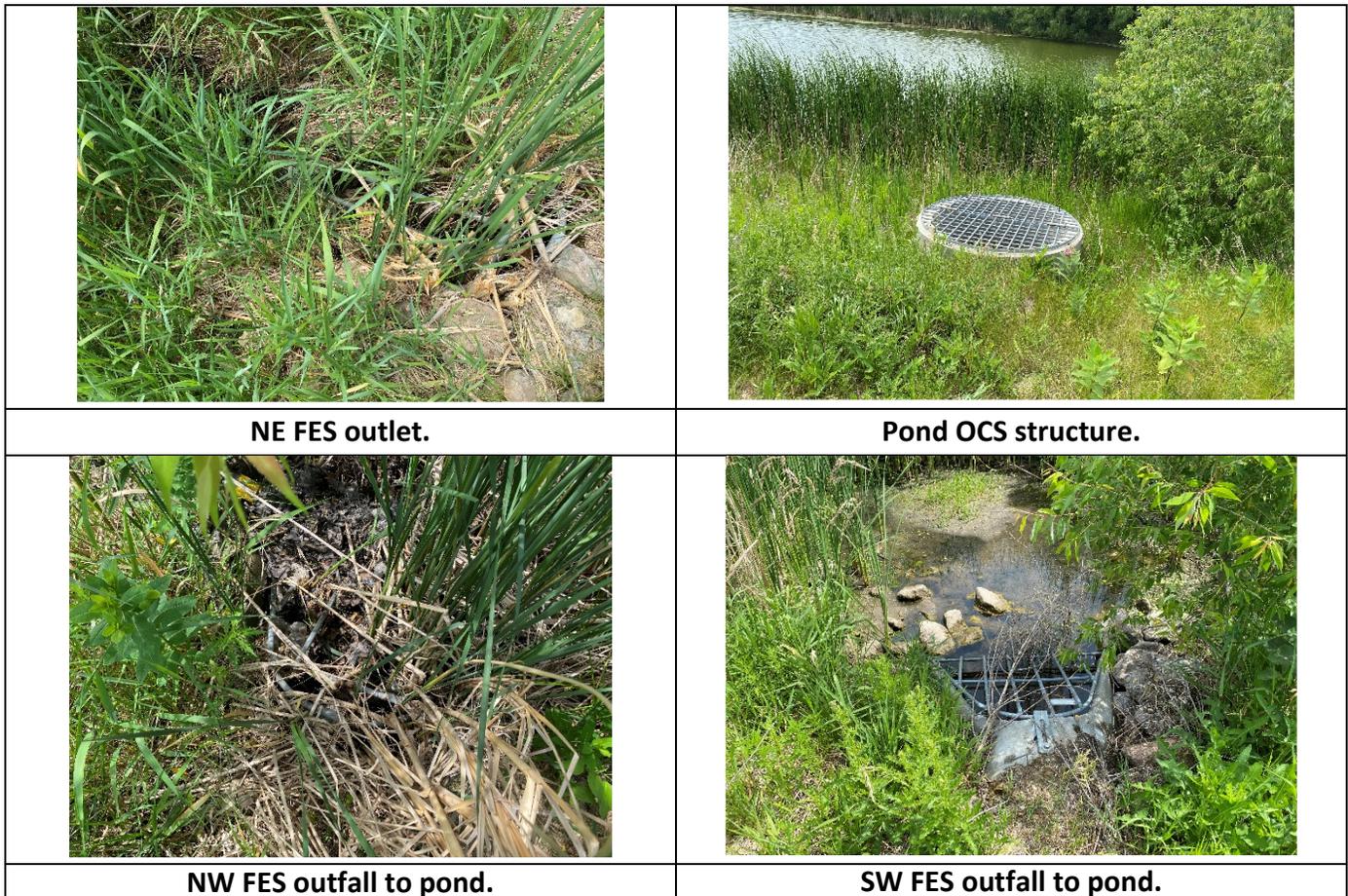
Maintenance Priority (1=Low 5=High)
3

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees
2. Erosion		Minor erosion around north OCS structure, could be old
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Minor debris
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Sed & veg in NW, NE & SE most FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris
4. Shoreline problem		
5. Sedimentation		Sed & veg in NW, NE & SE most FES
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetation growth around entire pond. NW, NE & SE most FES has significant sediment & vegetation growth inside structure. Minor erosion around north FES. SE most FES has brush over inlet, as well as the other SE FES. All structures are accessible, some of them require walking in taller vegetation.

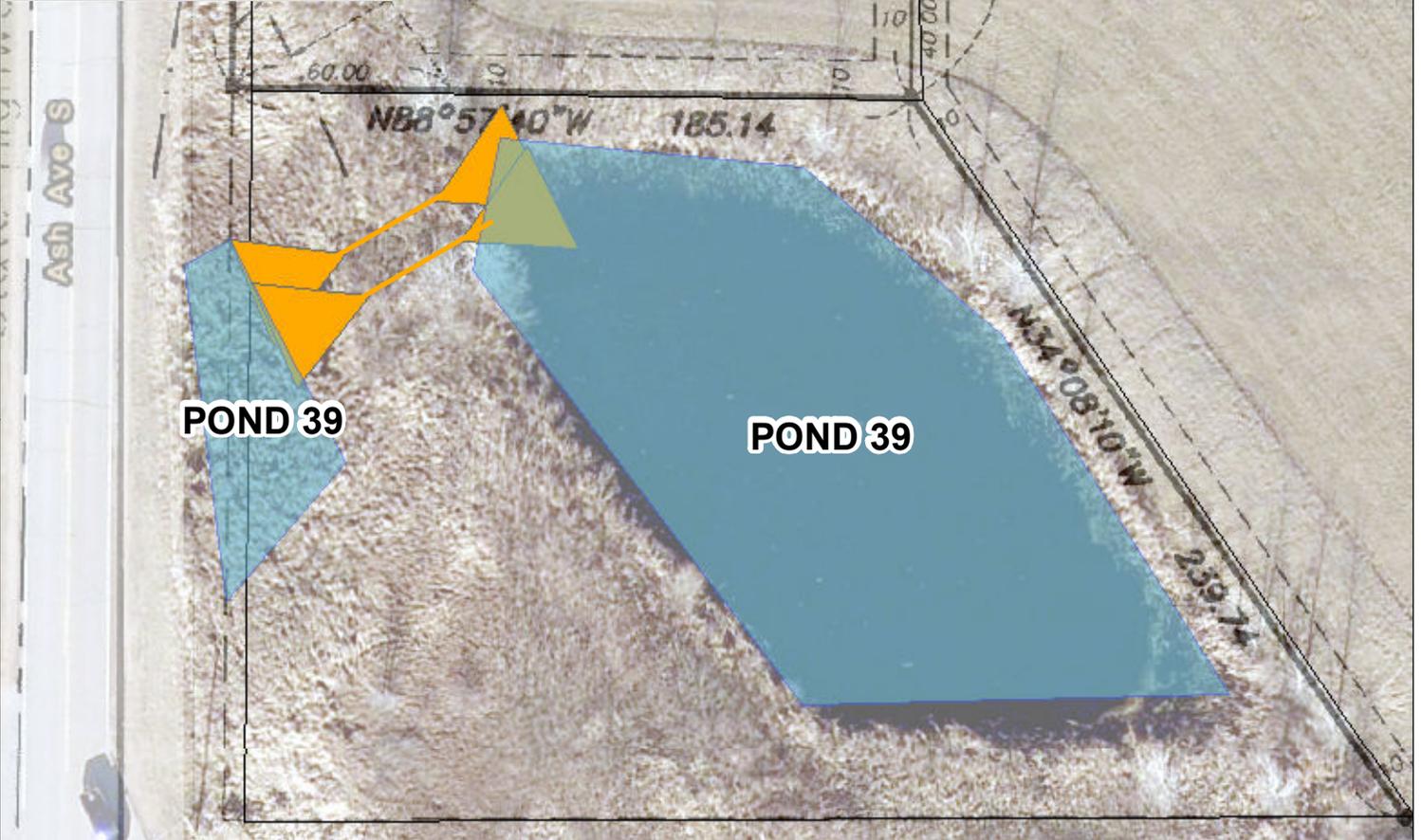




**SE FES outlet.**



**SE FES outfall to pond.**



**Legend**

-  North
-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 39	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.878, Long. -93.887	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	One (1) – 24"		
No. Outlets / Size:	Two (2) – 24"		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

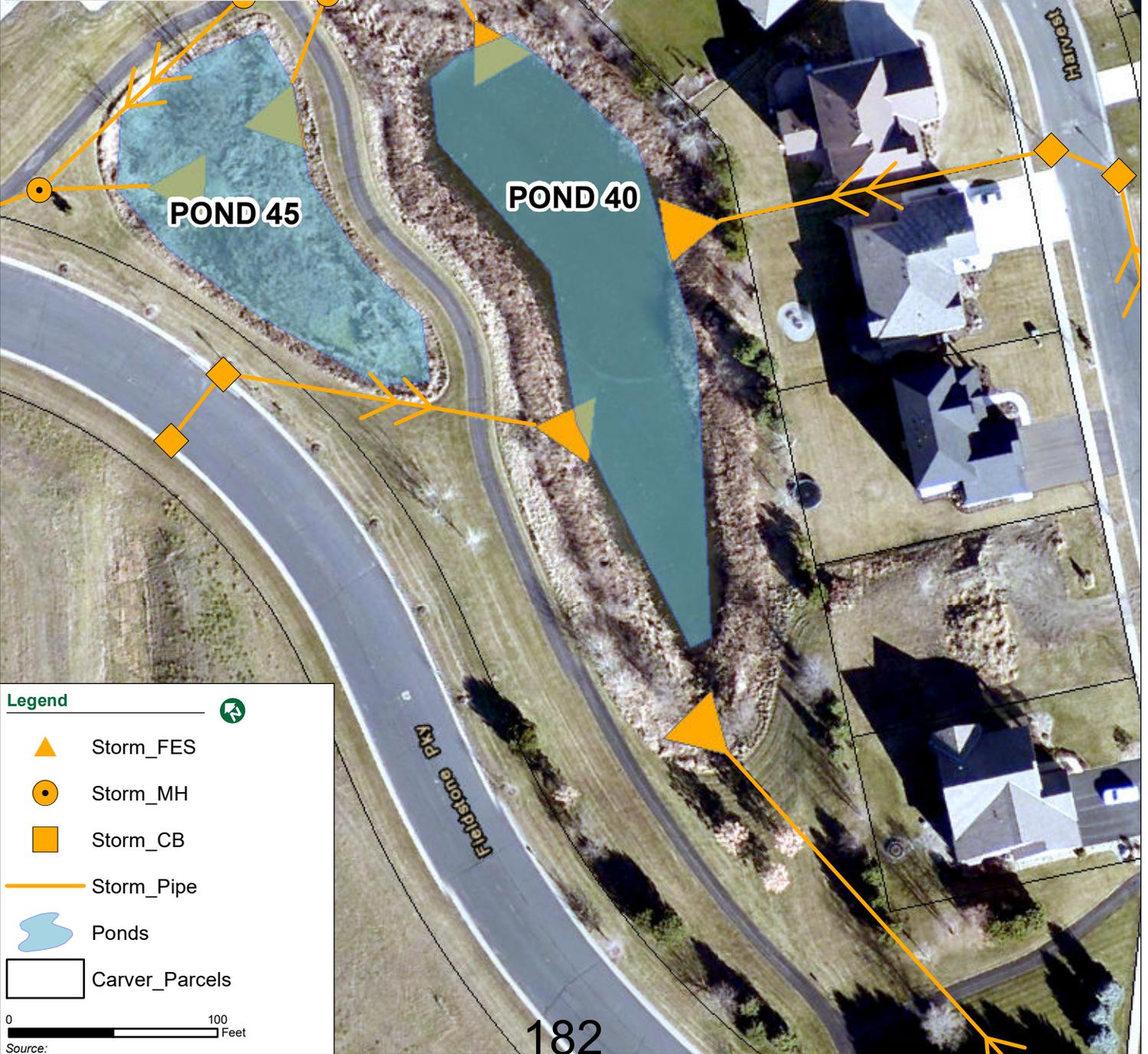
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around entire pond
b. undesirable species/plants	Unsat	Trees
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Sat	
b. corrosion control	Sat	
2. Sediment accumulation inside pipe	Sat	
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris

Maintenance Item	Satisfactory/Unsatisfactory	Comments
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Significant tree/vegetation growth around entire pond. East FES has significant debris and vegetation in structure.  
Wetland/marsh area on west side of pond between the water and Ash Ave S.  
East FES is accessible but the two FES on the NW corner were not accessible because of water/marsh area.

	
<b>Two NW FES are in the taller grasses across this water area.</b>	<b>East FES outfall to pond.</b>
	
<b>Marsh/wetland area view from Ash Ave S.</b>	



**Legend**

-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels



Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 40	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.893, Long. -93.878	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	Three (3) – 24”		
No. Outlets / Size:	One (1) – 24”		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

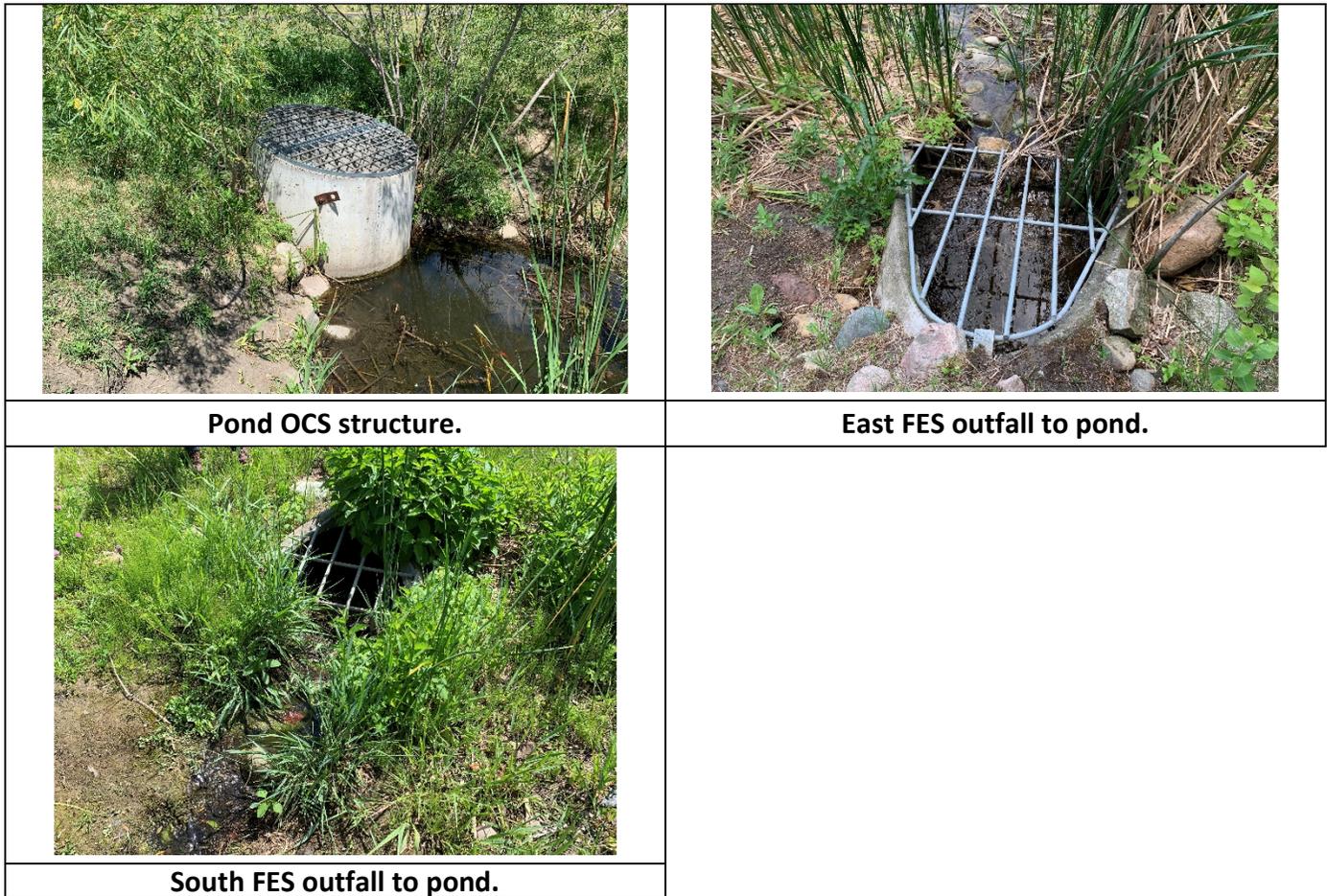
Maintenance Priority (1=Low 5=High)
3

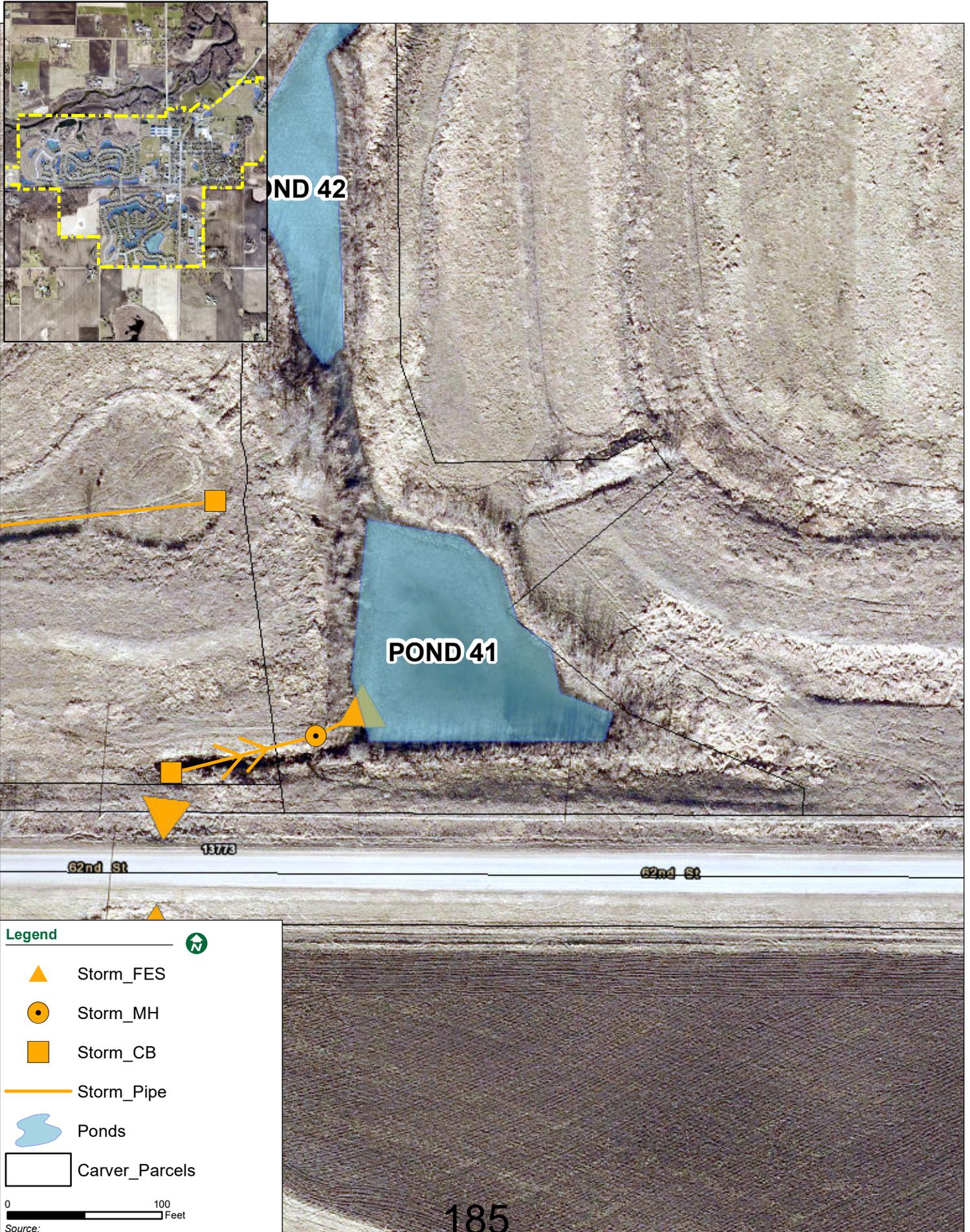
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant tree/vegetal growth around majority of pond
b. undesirable species/plants	Unsat	Trees
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure	Unsat	Lack of riprap at south FES
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		Debris in south & west FES
b. corrosion control	Sat	
2. Sediment accumulation inside pipe		Slight sediment in east FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1”)	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		Minor trash debris
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls	Sat	
3. Headwalls	Sat	
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Tree/vegetal growth around majority of pond. East FES has slight sediment & vegetation growth inside structure. South FES has debris/trash in structure and a lack of riprap. West FES has significant vegetation in structure & mild debris. All structures are accessible, minor vegetation surrounding structures.





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0 100 Feet  
Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 41	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.891, Long. -93.872	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	?		
No. Outlets / Size:	?		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

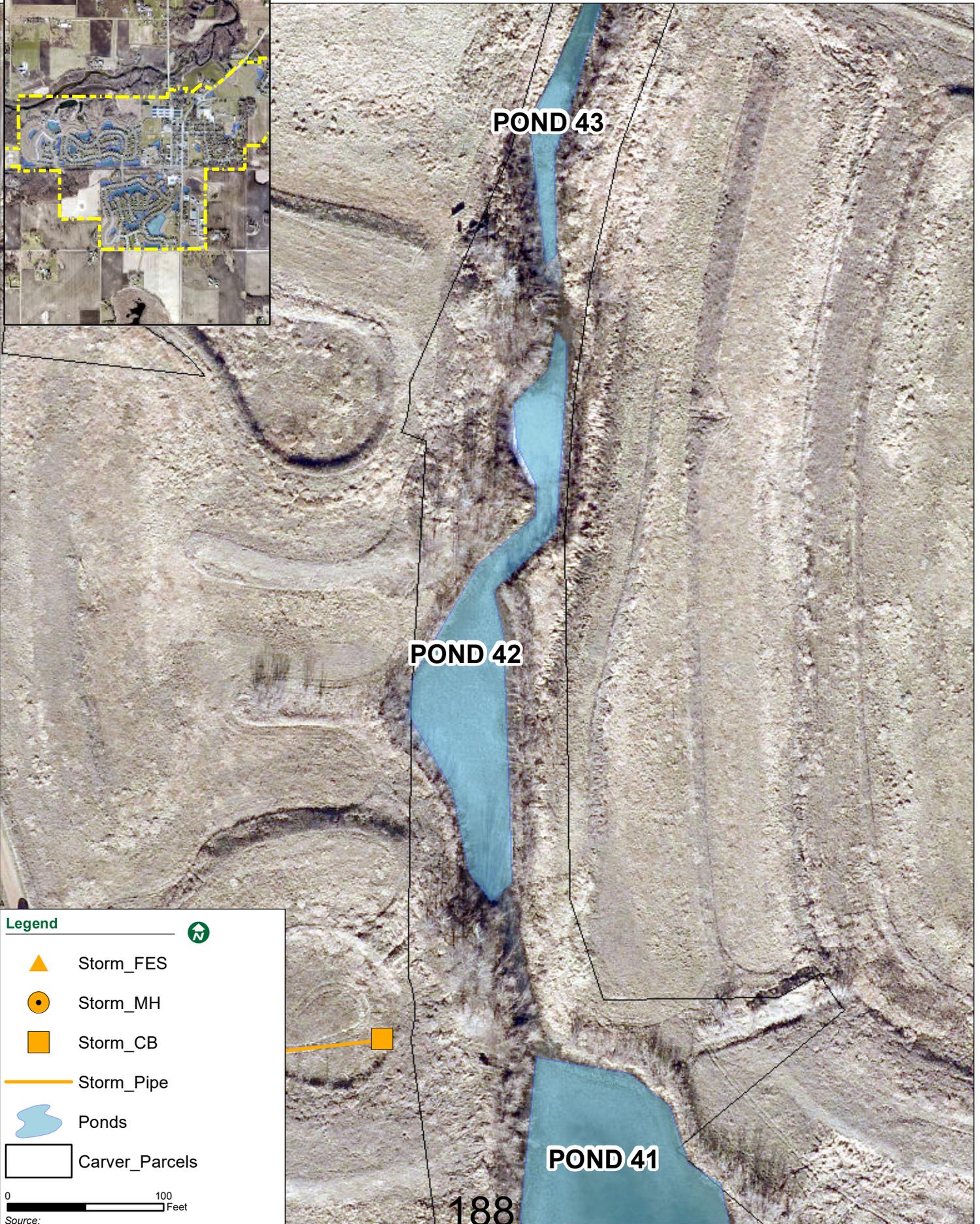
### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees/vegetation, not able to see any structures
b. undesirable species/plants	Unsat	Trees
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant trees/overgrown vegetation, not able to access pond. Also had 'No Trespassing' signs posted.

	
<b>Pond view from road.</b>	<b>No trespassing sign posted at pond.</b>



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**Legend**

-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels

0 100 Feet

Source:

188

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 42	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.891, Long. -93.872	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	?		
No. Outlets / Size:	?		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees/vegetation, not able to access structures
b. undesirable species/plants	Unsat	Significant tree & overgrown vegetation
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant trees/overgrown vegetation, not able to access pond/structures. Also had 'No Trespassing' sign posted at Pond 41 and Pond 42 lies straight north of Pond 41.

	
<p><b>View of Pond 41 from the road, Pond 42 lies straight north.</b></p>	<p><b>No trespassing sign posted in front of Pond 41.</b></p>



Legend



▲ Storm\_FES

● Storm\_MH

■ Storm\_CB

— Storm\_Pipe

☾ Ponds

□ Carver\_Parcels

0 100 Feet

Source:

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# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 43	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat.	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	?		
No. Outlets / Size:	?		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Unsat	Significant trees/vegetation, not able to access structures
b. undesirable species/plants	Unsat	Significant tree & overgrown vegetation
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth		

Maintenance Item	Satisfactory/Unsatisfactory	Comments
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. vegetation height		
b. litter/debris		
4. Public safety hazards (specify)		
5. Illicit Discharge		

Comments: Significant trees/overgrown vegetation, not able to access pond/structure. Also had 'No Trespassing' sign posted at Pond 41 and Pond 43 lies straight north of Pond 41, after Pond 42.

	
<b>Pond 41 from the road, Pond 43 lies straight north.</b>	<b>No trespassing sign posted in front of Pond 41.</b>



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**Legend**

-  N
-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 44	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-25-2020
Location/Coordinates:	Lat. 44.891 / Long. -93.886	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	1		
No. Outlets / Size:	1		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

Maintenance Priority (1=Low 5=High)
3

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	
b. undesirable species/plants	Sat	Significant Cattails in Basin
2. Erosion	Sat	
3. Animal burrows	Sat	
4. Unauthorized planting	Sat	
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes	Sat	
b. downstream slopes	Sat	
6. Seeps/leaks on downstream face	Sat	
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris	Unsat	Inlet has sediment buildup
b. corrosion control		
2. Sediment accumulation inside pipe	Unsat	Accumulated at FES
3. Condition		
a. cracks or displacement	Sat	
b. Minor spalling (<1")	Sat	
c. Major spalling (rebars exposed)	Sat	
d. Joint failures	Sat	
e. Water tightness	Sat	
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning	Sat	
7. Outlet channel scouring	Sat	
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth	Sat	Significant Cattails in basin
2. Floating or floatable debris removal required	Sat	

Maintenance Item	Satisfactory/Unsatisfactory	Comments
3. Visible pollution	Sat	
4. Shoreline problem	Sat	
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes	Sat	
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area	Sat	
2. Complaints from residents	Sat	
3. Aesthetics		
a. vegetation height	Sat	
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge	Sat	

Comments: Did not see the storm sewer structures. Access is available to the entire length of this pond from the road.

	
<p style="text-align: center;"><b>North side of pond facing south from street.</b></p>	<p style="text-align: center;"><b>West side of Pond 45 from the road.</b></p>
	
<p><b>Pond Outlet on south side</b></p>	



Map Document: H:\MAYRC\13120363\GIS\ESRIMXD\120363\_Ponds 8.5x11.mxd | Date Saved: 7/8/2020 10:27:02 AM

**Legend**

-  North
-  Storm\_FES
-  Storm\_MH
-  Storm\_CB
-  Storm\_Pipe
-  Ponds
-  Carver\_Parcels

0 100 Feet

Source:

# Pond Inspection Checklist

## CITY OF MAYER

### Basin Information

Basin ID:	Pond 45	Inspector:	Tony Adderley & Sophia Heuer
Type of Basin:	Storm Pond	Date:	6-26-2020
Location/Coordinates:	Lat. 44.893 / Long. -93.878	Temperature:	85
Owner:		Weather:	Humid
Year Constructed:			
Year Last Dredged:			
Normal Water Level:			
100 Yr High Water Level:			
Drainage Area:			
Surface Area at NWL:			
No. Inlets / Size:	?		
No. Outlets / Size:	?		
Design Perm. Pool Volume:			
Current Perm. Pool Volume:			
Design Discharge Rates:			

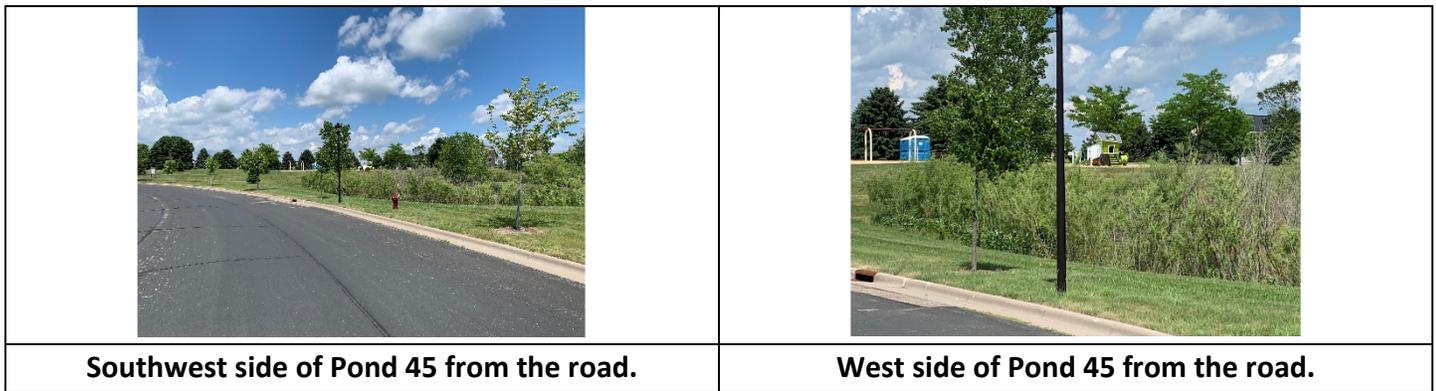
Maintenance Priority (1=Low 5=High)
1

### Inspection:

Maintenance Item	Satisfactory/Unsatisfactory	Comments
<b>A. Side Slopes (Inspect annually, after major storms)</b>		
1. Vegetation		
a. adequate cover	Sat	
b. undesirable species/plants	Unsat	Significant tree growth on banks
2. Erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of side slopes		
a. upstream slopes		
b. downstream slopes		
6. Seeps/leaks on downstream face		
7. Slope protection or riprap failure		
8. Other (specify)		
<b>B. Principal Spillway (Inspect Annually)</b>		
1. Low flow trash rack		
a. free of debris		
b. corrosion control		
2. Sediment accumulation inside pipe		
3. Condition		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
4. Sediment accumulation in manhole		
5. Sediment accumulation in catch basin		
6. Outfall channel functioning		
7. Outlet channel scouring		
8. Other (specify)		
<b>C. Permanent Pool</b>		
1. Undesirable vegetative growth	Sat	
2. Floating or floatable debris removal required	Sat	
3. Visible pollution	Sat	
4. Shoreline problem	Sat	

Maintenance Item	Satisfactory/Unsatisfactory	Comments
5. Sedimentation		
6. Other (specify)		
<b>D. Condition of Outfalls into Pond</b>		
1. Storm drain pipes		
2. Riprap at outfalls		
3. Headwalls		
4. Other (specify)		
<b>E. Other</b>		
1. Encroachment on pond or easement area	Sat	
2. Complaints from residents	Sat	
3. Aesthetics		
a. vegetation height	Sat	
b. litter/debris	Sat	
4. Public safety hazards (specify)	Sat	
5. Illicit Discharge		

Comments: Did not see the storm sewer structures. Access is available to the entire length of this pond from the road.



# City of Mayer

## Pond Policy & Procedures

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# STORMWATER, PONDS AND HEALTH

## Introduction to ponds & stormwater

Often the small ponds you see dotting the landscapes of cities and developments are not landscaping features to add beauty or increase wildlife habitat, but treatment practices meant to protect lakes and rivers from pollution. These are stormwater ponds, made to collect stormwater runoff, but because they are designed to look like natural lakes or wetlands, they are often mistaken for landscaping features.

Stormwater runoff is rainwater or snowmelt that runs off streets, parking lots, rooftops and compacted lawns. It is the #1 cause of water pollution in the United States. Stormwater ponds capture and treat this runoff and the pollutants it carries, such as heavy metals, sediment, bacteria, oils, and nutrients, thus preventing pollutants from reaching lakes, rivers, and wetlands. Ponds also reduce flooding by getting runoff off the land (and streets) and slowing the time it takes to reach rivers.

Cities install many of these stormwater ponds to protect lakes and rivers from pollutants and meet federal regulations, but developers often sell properties near these ponds as “waterfront properties.” As the stormwater ponds do their job and collect pollutants, the ponds can get less and less attractive looking, and can lead to unhappy residents.

## Purpose of ponds

Ponds are not designed for recreation or beautification of the landscape. They are engineered devices, intended to prevent flooding of surfaces and reduce stormwater pollution to lakes and rivers. As they are man-made, they require maintenance to prevent failing. Well maintained stormwater ponds can provide additional benefits beyond simply managing stormwater, such as nature watching, aesthetics, and improved property values.

## How do ponds work?

The ponds catch stormwater runoff from impervious (hard) surfaces such as driveways, streets, and roofs. The runoff flows into these ponds where it is held long enough for sediment and other pollutants, such as phosphorus, to settle to the bottom. Then the cleaner water is discharged to nearby rivers, lakes, wetlands, or other downstream waterbodies.

## Pond health & safety

Remember these ponds are designed to capture and treat stormwater runoff and its pollutants. Thus, algae blooms are a normal function of the pond. Some forms of algae are not dangerous. However, there are toxic blue - green algae, cyanobacteria that can be present and not visible during warm summer months. So even if the pond looks clear, it's best to not let pets drink or swim in the pond as it can be harmful.

Make sure you do not confuse algae with duck weed. Duck weed is a beneficial aquatic plant; see section on Plants for and in ponds on page 10.

## **Winter Safety Advisory**

It is not recommended to play or even walk on stormwater ponds in winter because their ice thickness and consistency is not predictable or safe. A study done by a team from the University of Alberta under Professor Mark Loewen spent two years studying ice on stormwater ponds. Here is what the team found:

Ice on stormwater ponds is not as certain as ice formed on natural bodies of water. It is unpredictable; safe one day but not so the next day.

The ice is constantly changing due to runoff from the surrounding area. Ponds are designed to collect and treat stormwater runoff which flows into it all year, even in winter. The runoff draining into the pond can be warmer and more turbulent which can cause ice cover to melt fast and in unexpected ways. For example, there could be ice top to bottom, but channels of runoff water may cut through it.

Road salt also plays a role. Salt makes ice melt when temperatures are less than 15°F. The runoff draining into the pond likely carries a lot of salt washed off roads, sidewalks and driveways. This can further the unpredictability of ice safety by speeding up thawing.

So while it's tempting to use these ponds as backyard skating rinks, it's safer not to step on them at all. When you can't know or predict where thin ice is, it makes it tough to keep friends, children, and yourself safe.

## MONITORING & INSPECTIONS

Regular inspections of the pond, inlet pipes, outlet pipes, and outlet control structure can help identify issues before they become a problem and also help determine when ongoing or periodic maintenance is needed. Inspections should be completed at least **once every five years and conducted during the growing season**. Additional inspections may be warranted based on citizen complaints or an unusual event. Depending on the results of the inspection, additional action may be needed. An example inspection form is included in Appendix A. An inspection form should be completed for each pond.

## MAINTENANCE

A stormwater pond can last up to 25 years before needing to have sediment removed (dredging). However, this can depend on maintenance of the pond. Good maintenance may extend the life, where bad maintenance may decrease the life of the pond. The following steps help maintain ponds and prolong pond life.

### Vegetation Management

Trees and woody vegetation should be removed from the following areas once every 5 years:

- Within 25 feet of the outlet control structure
- Within the pond access route
- On the surface overflow
- In Inlet and outlet channels
- In Channels, headwalls, and pipes into the pond area

### Remove trash and debris

Perform trash and debris removal every year from the following areas:

- In and around pond
- In and around the outlet control structure

### Eliminate pollutant sources

Reduce or eliminate pollutant sources on property that drains to the pond. Pollutant sources include pet waste, grass clippings, loose dirt or sediment, etc. Excessive sediment coming from land near the pond can shorten the ponds lifespan (please see the section on “Homeowner Responsibilities” for additional information).

### Periodic Pond Maintenance - Dredging

Because the primary function of a stormwater pond is to trap sediments, functioning ponds are designed to accumulate sediment and debris and need to be dredged. The frequency of dredging is extremely variable and is directly dependent on 1) the amount of exposed soils in the development (i.e., active construction), 2) rate of shoreline erosion, 3) the amount of aquatic plant growth, and 4) the amount of debris released into the drainage system by residents and workers.

Stormwater ponds should be dredged when the permanent pool volume is approximately half-filled with sediment because the pond has diminished storage space for sediment to settle, thus reducing effectiveness. For instance, if a stormwater pond was constructed to have an average depth of 6 feet; it will need to be dredged when the average depth reaches 3 feet. The permanent pool volume must be maintained to ensure proper water quality treatment and control of submerged aquatic vegetation.

A stormwater pond's ability to manage nutrients is also limited by accumulation of sediments. If a pond is consistently eutrophic (contains excess nutrients), dredging should be considered.

## HOMEOWNER RESPONSIBILITIES

### Sump pumps

If you have a sump pump do NOT drain the pumps directly to the pond or to the street. Instead drain pumps to your grass just above the buffer area. This will allow the water to infiltrate into the soil on its way to the pond and filter the water prior to entering the pond.

### Don't release pets

Release of aquarium plants and animals into ponds, lakes, and rivers can have damaging impacts to our waters. Invasive species cause environmental and economic hardships, as well as harm to human health. Attempts at controlling invasive species cost billions of dollars a year as well as trying to reverse and reduce the amount of damage they cause.

Many believe that it is humane to release pets into the wild. However, abandoned pets often do not survive due to inadequate food or shelter, local climate conditions, or they fall victim to other animals.

Do not release plants or animals. Instead, find the pet a new home by giving or donating it to an individual, school, business, shelter, etc. You can dispose of plants in a sealed plastic bag in the trash.

Some aquarium plants and animals that turned into invasive species include Eurasian Water Milfoil, Goldfish, Hydrilla and more. Learn more the risks and rules at Minnesota Sea Grants [Habitatititude](http://www.seagrant.umn.edu/news/2016/01/18) site.

<http://www.seagrant.umn.edu/news/2016/01/18>



### Lawn care services and use of fertilizers and pesticides near ponds.

Fertilizers and pesticides placed on lawns can wash into ponds and surface water with rain. Just as fertilizers make plants grow, when they get into a pond they make algae grow. Algae blooms can be unattractive, smelly, and reduce oxygen in the water affecting aquatic life.

Be cautious of hiring lawn care services. They may not be educated in practices that are best for the health of the ponds. Whether hiring a lawn care service or doing lawn care work yourself, make sure you do the following.

Get a soil test to see what your soil really needs for fertilizing. Just putting fertilizer down without knowing where your soil is lacking means you could be paying for excess fertilizer.

When mowing, blow grass clippings back onto the yard or collect in a bag (Figure 3). Keep them off the street and thus out of the pond.

- Mulch leaves by mowing them on your yard in the fall. They provide free nutrients which mean you'll need less fertilizer, if any.
- Mow grass no shorter than 3" to allow root growth. Healthy roots make grass more drought tolerant.
- Do not use fertilizer or pesticides prior to a rainfall. Allow enough time to apply and dry and follow directions for products.
- Allow some plants like dandelions and clover to grow. They are good forage for pollinators and clover pulls nitrogen from the atmosphere and puts it in the soil for more free fertilizer.

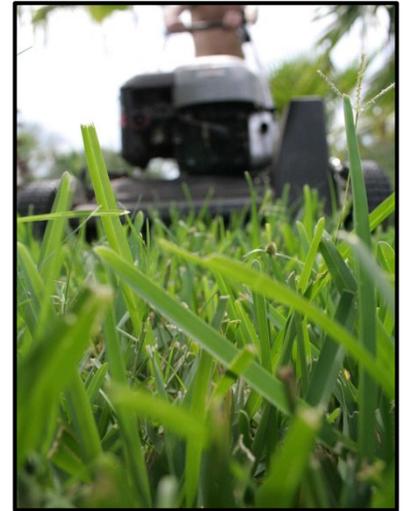


Figure 3:

### **Pick up and dispose of pet waste**

Pet waste left on lawns does not simply disappear. Rainfall and spring snowmelt wash waste off lawns, sidewalks, and other surfaces and carry directly into the nearest body of water – your pond. Dog waste contains both bacteria and parasites that can pose a threat to both humans and wildlife. Decaying pet waste also adds nutrients to the water, feeding bacteria that consume oxygen needed by aquatic plants and animals and contributing to algae.

Picking up after your pet protects our environment—but it is also the neighborly thing to do, making our neighborhood healthier and more beautiful.

### **Do not dump grass clippings or leaves in the pond.**

One bag of leaves has enough organic matter in it to create 100 pounds of algae if dumped into water. It is important to either mulch the leaves onto your lawn (free fertilizer) or bag them and dispose of them properly. Grass clippings blown or dumped into the pond will have the same affect, algae creation, so take care to keep grass clippings on your lawn. In addition, keep grass clippings off your street and driveway where they could wash into the pond with rain.

## Sweep debris, no hoses

Similarly, grass clippings and other debris if hosed into the street will wash down the storm drain and into the ponds. Instead of using a hose to clean your driveway or garage, sweep it out and place debris in the garbage (Figure 4).

## Preserve established trees, shrubs and vegetation.

Number one task - do NOT mow down to the water's edge. Leave a buffer of taller plants to trap and clean stormwater runoff from your property before it enters the pond. A buffer is an area of plants. A buffer is also habitat for birds, butterflies and other pollinators as well as frogs, turtles, etc.

Protect buffers by not mowing them and following the best practices listed further in this Homeowner Responsibilities section.

## Do not pour chemicals, oils, etc. in or near the pond.

Ponds are not dumping grounds. If you want your ponds to stay nice, don't put anything directly in them or near them where it may wash in. This is important for the functionality and lifespan of the pond and can also reduce the maintenance required.

## Go above and beyond.

Reducing the pollutants on your lawn and hardscapes significantly reduces the pollution getting into the ponds. Here are some other practices that target reducing water flow off your lawn as well as pollutants.

## Build a raingarden

Raingardens (Figure 6) are sunken gardens designed to capture and treat stormwater runoff from rooftops, driveways, and streets while also providing your yard with color and visits from various pollinators. Carver County Water Management Organization provides financial assistance to homeowners wanting to install raingardens, 75% of the project cost up to \$5000. Visit [www.co.carver.mn.us/water](http://www.co.carver.mn.us/water) to learn more.



Figure 4: Sweeping and disposing of leaves reduces the amount of excess nutrients that enter our lakes and rivers.



Figure 5: A healthy vegetation buffer



Figure 6: An example of a raingarden implemented by CCWMOs Education Coordinator, Madeline Seveland.

## Install a rain barrel

Rain barrels (Figure 7) capture runoff from your roof which can then be used to water gardens at no cost to you! Rain barrels allow you to capture and store rain water to be used later during dry periods. They can be purchased at the Carver County Environmental Center or through [www.recycleminnesota.org](http://www.recycleminnesota.org).

## Plant a low maintenance lawn

A low maintenance lawn functions as a typical lawn but is made up of species that require less water and fewer inputs such as fertilizers, pesticides, and mowing. Most low maintenance lawns are fine fescues, cool season grasses with fine texture that are shade and drought tolerant (Figure 8).

Visit [www.bluethumb.org/turfalternatives](http://www.bluethumb.org/turfalternatives) to learn more.

The benefits of fescues include;

- Drought tolerant; they need less water to stay healthy and green.
- They require no fertilizer as they prefer more infertile soil.
- Slow growing, so less mowing. Mowing isn't required but is typically done once in mid-summer to remove seed heads and once in late fall to ensure an early spring green up.
- Many species, such as creeping red fescue, do well both in shade and full sun.
- Some fescues are bunch forming while others are creeping. Both species interlock to form a dense sod and prevent weeds from establishing, so pesticides aren't needed either.
- Others, such as tall fescue, are allopathic meaning they change the soil, preventing other species from living with them. Built in weed control!

To learn more about building a low maintenance lawns or bee lawns contact the Carver County Water Management Organization at 952-361-1026 or Carver County Soil & Water Conservation District at 952-466-5230.

Learn more at sustainable lawn care at Sustainable Urban Landscaping Information Series.

<http://www.extension.umn.edu/garden/landscaping/>

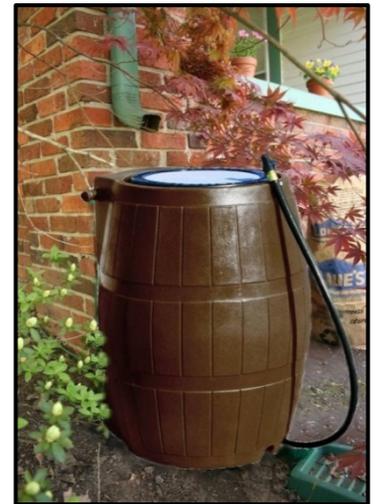


Figure 7: A rain barrel used to store rain water for later use.



Figure 8: An example of a low maintenance grass species, tall fescue, which flourishes in cool climates and adds a unique texture to yards.

## PLANTS IN PONDS

Just how important are plants to a stormwater pond's health? Very important.

Some species of vegetation flourish in the conditions provided by a stormwater pond. Planting vegetation in and around ponds has several ecological benefits. First, the plants compete with microbes for the nutrients in the water which results in less algae blooms and a natural filter for pollutants. Secondly, plants along the edges of ponds filter out excess nutrients within the water and capture sediment traveling to the pond. Plants also slow down runoff, thus reducing erosion and provide beauty and color to the pond, attracting various types of wildlife.

The plants in your stormwater pond were put there with a purpose. Pond designs consider the growing conditions of the area when determining what plants will do best. These conditions include water depth, fluctuating water levels, the wildlife present in the area, soil structure, slope of pond bank and available sunlight. Designs also look at the function of the plants. Erosion control, nutrient uptake, and sediment capture are all important functions to include when considering what species to plant. Finally, the visual quality of plants can make the stormwater pond more appealing. Providing plants with a range of colors and textures will increase the beauty of the landscape. Trees and shrubs are usually avoided in the immediate area of the pond as they often cause blockages of the outlets.

Here's a look at some of the plants you might find in your stormwater pond.

### Submerged Plants

Submerged plants are plants that are found in 3-6 feet of water. These plants are important for wildlife habitat and aid in the removal of pollutants. Because they are anchored to the bottom, their established roots reduce erosion. These plants often establish on their own.

#### Sago Pondweed (*Potamogeton pectinatus*)

Sago pondweed has a root structure that provides a strong anchor to the floor which helps reduce erosion. This plant removes nitrogen and phosphorous from water for growth, reducing algae production.

#### Canada Waterweed (*Elodea Canadensis*)

Canada waterweed provides shelter for native fish species. Most of the body of the plant is submerged except for a small white flower that blooms in during the summer months. The Canada waterweed is an excellent oxygen producer which benefits water quality.

#### White Water Lily (*Nymphaea odorata*)

The white water lily is a flowering plant that produces a white lily from June to September. The seeds of this plant are often a food source for waterfowl. The large leaves at the surface manage vegetation growth by limiting the amount of sunlight and also provide shelter for native wildlife.

## Floating Pond Plants

Does the pond look covered in green? Naturally, most people assume green on a lake or pond is algae, but often the green on top of your water is actually [duckweed](#) (Figure 9).

Also known as duck's meat or water lentil, duckweed is actually a tiny, free floating native plant. This plant is found in a large amount of leaf clusters, each with small roots that hang down into the water. It can form thick green blankets on the water's surface which is why it is often mistaken for algae. Duckweed is found in quiet and slow moving waters in ponds, lakes, wetlands, and streams. Duckweed will rarely become abundant on waters with frequent wind or lots of wave action.

Looking at the water from a distance, it's hard to tell if its duckweed or algae. Get closer and you will either see tiny individual smooth green dots with little roots forming a mat (duckweed), or a mat of fuzzy algae with no indistinguishable pieces. In fact, duckweed helps reduce algae growth because they often block the UV light needed for algae to grow.



Figure 9: A pond completely covered in a native plant called duckweed which is often mistaken for algae.

Duckweed is an important part of the food web in lakes and ponds, providing food for waterfowl and other birds. It also provides shelter and food for small aquatic bugs which can be seen darting here or there between the root systems. These bugs are then food for fish. By creating a mat on top of the water it keeps algae and mosquito breeding under control, provides shade to keep the water below cool, and even cleans the water. In fact, duckweed is used at many water treatment plants to help purify the water.

As duckweed provides benefits both to water quality and the wildlife many residents enjoy, it should mostly be left alone. On occasion, duckweed can get too thick, and shade out larger, submerged plants. Yet, it reproduces so rapidly that effective control can be difficult. So relax and enjoy the green topped water, it means your lake or pond has life and a self-cleaning capability.

## Emerging Plants

Emerging plants are found in shallow areas roughly 0 to 18 inches deep. These plants are an important source of habitat for wildlife. Most importantly, they provide habitat for phytoplankton due to large exposure to sunlight. Phytoplankton plays an important role in nutrient removal and oxygen production.

### Common cattail (*Typha latifolia*)

Cattails have an intricate root system that allows it to spread far and take up a large amount of nutrients and pollutants. The root system also provides a strong anchor within the soil which helps alleviate erosion and stabilizes banks. Waterfowl often build their nests within bundles of cattails.

### Broadleaf arrowhead (*Sagittaria latifolia*)

Broadleaf arrowhead is a blooming wetland plant that flowers from July to August. Its root structure anchors into the soil which helps reduce erosion and collect sediment from incoming water.

### Water sedge (*Carex aquatilis*)

Water sedge provides occurs in dense bundles allowing its dense root system to collect sediment and reduce erosion. It is often grazed by various waterfowl including swan and geese and other wildlife such as deer. Its tall stems provide cover and nesting sites for small animals.

### Pickerelweed (*Pontederia cordata*)

Pickerelweed is a perennial emergent plant that reaches up to 4 feet tall. Its stem grows from a thick pad of fibrous roots creating a strong structure and erosion control. Its violet flowers grow in a spike formation and bloom from May to October.

## SHORELINE & UPLAND PLANTS

### The buffer area and its benefits

The buffer, the area between the end of your property and the stormwater pond serves many purposes. It filters the water coming into the pond, reducing pollution in the pond. The plants found here are usually considered riparian vegetation and are tolerant to the changes in water levels, flooding and dry conditions, that occur in the area. The plants and their roots stabilize the shoreline, preventing erosion of soil, your property, from washing in and becoming part of the pond. The soil and vegetation in this buffer zone slows the movement of water, reducing the chance of floods and protecting the shoreline from erosion. One of the main conservation benefits of vegetation in this area is the capture of large amounts of sediment prior to entering the main water body.

Grading, mowing, and landscaping are typically not allowed in the buffer area. A homeowner may be able to enhance the buffer or provide minimal maintenance if there are problems, but first check with the City of Mayer prior to making any changes to the portion of the buffer that lies within your property.

You cannot decrease your buffer area. You can increase it and increasing it will improve pond health as more runoff and pollutants will be filtered before reaching the pond. Here are good examples of vegetation to be used to expand a buffer area.

## Examples of riparian vegetation

### Switchgrass (*Panicum virgatum*)

Like most grasses, the switchgrass has a dense root system which increases water filtration and the capacity to hold nutrients. They grow in large amounts within a given area which allows it to capture sediment and nutrients as it is transported by the incoming water.

### Prairie cordgrass (*Spartina pectinata*)

The prairie cordgrass (Figure 10) ranges from 4 to 8 feet tall and has a stiff stem and deep root structure that allow it to provide shoreline erosion defense. This species is highly adaptive to changing environments making it great for an area that may flood during heavy rainfall. Its density provides small animals coverage from predators.

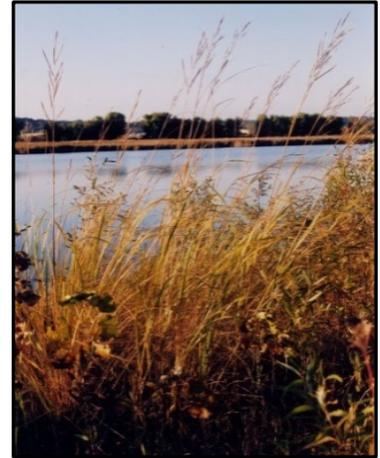


Figure 10: Prairie cordgrass, a commonly found plant in wet environments.

## Upland Plants

Upland plants are found up from the riparian area and are generally tolerant to drier conditions. These plants can be used to expand your buffer into your yard, make great native flower pops of color, and benefit pollinators.

### Common milkweed (*Asclepias syriaca*)

The common milkweed is a perennial plant that provides both esthetic and wildlife value. Its pink flowers bloom during the summer months and the plant itself attracts butterflies, particularly monarchs. The milkweed supports a large number of native bees and honey bees.

### New England aster (*Symphyotrichum novaeangliae*)

New England aster (Figure 11) is found near many bodies of water throughout Minnesota. It is a perennial blooming plant that provides pollen to many native bees.



Figure 11: New England aster, a blooming perennial, located at Courthouse Lake in downtown Chaska, MN.

### Golden Alexanders (*Zizia aurea*)

Golden Alexanders are commonly found in moist conditions but can tolerate dry soil as well. It is highly adaptable to varying amounts of sunlight and blooms a gold flower that blooms from May to June.

Little bluestem (*Schizachyrium scoparium*)

Little bluestem (Figure 12) is one of the most frequently used native grasses in gardens and landscapes. This grass is highly drought tolerant allowing it to thrive in dry environments. It grows best in filtered to full sun and reaches up to 36 inches in height. This plant is attractive to homeowners because it requires little maintenance and develops a bright fall color.



Figure 12: Little bluestem is a native grass often seen in landscaping projects.

Anise hyssop (*Agastache foeniculum*)

Anise hyssop is a very attractive perennial that blooms violet flowers from June to September. This plant reaches up to 36 inches in height and requires a large amount of sun and moderately wet to dry soils.

Black eyed Susan (*Rudbeckia fulgida*)

The black eyed Susan (Figure 13) is a great attraction for wildlife and pollinators. Its yellow flowers bloom from June to September and reaches 30 inches tall. It greatly depends on large amounts of sunlight to grow and thrives in moderately wet to dry soils.



Figure 13: Black eyed Susan, a native perennial, attracts large amounts of wildlife and pollinators.

Foxglove beardtongue (*Penstemon digitalis*)

Foxglove beardtongue blooms early in the year from May through June and produces a pink-white tubular flower. It grows in dry soils and moderate sunlight and can reach up to 36 inches in height. This plant attracts pollinators, birds, and wildlife.

Purple coneflower (*Echinacea purpurea*)

Purple coneflower is a common perennial found in the Midwest. Reaching up to 36 inches, purple coneflower prefers well drained soils and an ample amount of sunlight. It flowers from late June through August and produces a pink flower that attracts pollinators.

Fox sedge (*Carex vulpinoidea*)

Fox sedge is a unique looking plant with a seed head that emerges in the late summer and resembles a fox tail (Figure 14). It ranges in height from 24 to 36 inches. This plant is highly



Figure 14:

tolerant of all soil moistures and can grow in both shaded and full sunlight environments. It is a great plant for erosion control.

#### Prairie dropseed (*Sporobolus heterolepis*)

Prairie dropseed is an ornamental grass that grows in clumps of fine blades. Throughout the late summer, it produces seed heads. It has a beautiful red color in the fall. Prairie dropseed grows in sunny environments with dry soil and ranges from 24 to 36 inches in height. It attracts birds and other wildlife and requires little to no maintenance.



Figure 15:

#### Soft rush (*Juncus effusus*)

Soft rush is tolerant to various soil moisture conditions though it prefers wet soil and flourishes best in partial to full sunlight (Figure 15). Each spike has a small golden flower that turns brown throughout the season and can reach up to 36 inches tall. This plant attracts pollinators and wildlife and requires little to no maintenance.

## IRRIGATION SYSTEMS

One of the largest uses of water comes in the summer months with irrigation of lawns. Irrigation requires more city water to be pumped, treated, and piped to homes during warmer months. Many cities show a water use increase of 3x or more during summer months compared to winter months. Using a substantial amount of water for irrigation can stress groundwater supplies and infrastructure.

The amount of water provided to lawns is often not needed. Typical lawns, made of Kentucky blue grass needs approximately 1 inch of water (via rain or hose) a week. Some lower maintenance lawns, made of fescue grasses rarely need to be watered as they are drought tolerant.

### How much can reducing irrigation save?

A local resident in Carver County conducted a case study on his homeowner association's water usage after discovering that most irrigation systems waste upwards of 40% of the water piped through them. In 2014, the homeowner association used 889,000 gallons of water from June to September, a time when most water usage triples throughout Minnesota. Throughout the summer of 2014, the rainfall received to the area was 15.53 inches (Figure 16).

This resident took control of the homeowner association's irrigation system from July to September the following year. His method for watering was quite simple, only water when the conditions are dry. As grass only needs 1 inch of water a week, it is wasteful to water more.



Figure 16: Lawn irrigation systems, such as this, uses over 4x more water than agriculture within the United States, most of which contributes to runoff.

Overwatering can lead to more runoff and increased chances of flooding during a heavy rainfall. By simply paying attention to the weather and upcoming rain events, he reduced the number of gallons used by the association to 129,000 (an 85% reduction from the previous year). This saved over 760,000 gallons of water. It also saved homeowners money because it reduces basement flooding and insurance claims. Allowing the ground to dry out and have more capacity to hold water, allowed more rain to be soaked in and used during storms.

If your home has an irrigation system, follow these best management practices:

- Shut off the irrigation system when there is plenty of rain or if your grass is still green. Having a rain sensor with your system is a law as of 2003. Make sure your rain sensor is outside and can “sense” rain.
- If you are looking to install an irrigation system, install drip irrigation. It’s more effective at getting water to the plant roots and doesn’t use as much.
- Make sure your system is set to the right time of year. Often systems will be set to irrigate for July water needs even though it is a cold and rainy April.
- Audit your system to ensure it’s operating as designed. This includes fixing issues with uniformity and broken sprinkler heads, and realigning sprinklers to not water on sidewalks, streets, and driveways.
- Water in early morning to prevent water loss and mold build up.
- Plants and grass don’t need irrigation every day, OR every other day. Water only once a week for 1” if there is no rain that week. Use a tuna can to measure. Once it’s filled up you’ve watered that area 1”.
- Use a rain barrel or cistern to capture and store rainwater for irrigation purposes. Rain barrels can be bought at Carver County Environmental Center or through [RecycleMinnesota.org](http://RecycleMinnesota.org).

## **Can I use water from the pond for irrigation purposes?**

The City of Mayer does not allow using the water from stormwater runoff management ponds for irrigating lawns.

## **WILDLIFE MANAGEMENT**

Though stormwater ponds are designed specifically for pollutant control and flood reduction, they have an unintentional purpose as well. These ponds quickly become home to many wildlife. Often, the animals present in the pond are harmless and add to the aesthetics of the pond. However, management of the various animals that use or live in these ponds is important for the lifespan and health of the pond.

If citizens feel certain animals are causing property or pond damage, the MN Department of Natural Resources does allow taking of nuisance animals. Visit their website for more information.

[http://www.dnr.state.mn.us/livingwith\\_wildlife/taking.html](http://www.dnr.state.mn.us/livingwith_wildlife/taking.html)

### **Waterfowl**

[Geese](#), along with ducks and swans, are migratory birds. However, some may use the ponds only in passing and others may choose to reside in the pond year round. Mostly, waterfowl do not cause harm to the pond and can be enjoyable adding to the natural appeal of the pond. However, in large concentrations, waterfowl can cause

erosion to the shoreline and cause pollution to the pond with the large amount of feces they deposit on the ground. The feces have both phosphorus and bacteria in it, thus when washed into the pond can create algae and bacteria such as *E. coli*.

You can reduce the number of geese attracted to your pond by doing the following.

- Not providing food for them.
- Leave an adequate buffer of native vegetation along the pond's shoreline. Geese are attracted to mowed and trimmed shorelines because it allows them to see predators from a distance. They are less likely to reside where there is lots of cover.

It is important to note that geese and other migratory birds are protected by the Migratory Bird Treaty Act of 1918 which prohibits the unlawful taking, killing, or possession of such wildlife. This act also grants protection to feathers, eggs, and nests.

## **Muskrats**

[Muskrats](#) do not manipulate water levels like beavers do and generally don't impact the function of the pond. If citizens feel they are doing property damage, the MN Department of Natural Resources does allow taking of nuisance animals. If you find them burrowing near an outlet control structure you could consider removing them through proper and humane methods. Other than that they should be left alone. The ponds are habitat for them and there is no way to stop creatures from being attracted to habitats that make good homes for them.

## **Common Carp**

[Common carp](#) are a non-native invasive fish species found throughout Minnesota's surface waters carp are very difficult to remove from a pond once they have been established for several reasons. They reproduce quickly, a typical female can produce up to 300,000 eggs in a single spawn. They are also tolerant to polluted waters. Carp have been shown to affect the water quality of lakes and ponds greatly. Carp are bottom feeders, meaning they root around the bottom of the pond or lake while ripping up aquatic plants and disrupting the settled sediment causing the water to become dirty. Rooted plants have a hard time growing in these conditions due to lack of sunlight. Subsequently, the lack of aquatic plants then adds to the low water clarity and nutrients problems. It's best to keep carp out of ponds, this include koi and goldfish, which are carp. Do not add any fish to your pond.

## **Mosquitos**

The mosquito is one of the most common summer pests throughout Minnesota. Both male and female mosquitos feed on plant nectar while only the female feeds on the blood of vertebrates including mammals, birds, and reptiles. The saliva from a female mosquito is what causes an irritating skin rash. Mosquito bites, though a nuisance, are usually harmless. However, mosquitos can be hosts to various extremely harmful infections including malaria, yellow fever, and West Nile virus. Standing water bodies are the mosquitos' breeding ground, therefore ponds may be home to thousands of mosquito larvae. Luckily, larvae are completely defenseless and are often prey to animals like fish and birds. These natural predators should do an adequate job at reducing the mosquito population in your pond.

If you want to add more predators to keep the mosquito population down, add plants for dragonflies and bat boxes. Dragonflies and bats can eat hundreds of mosquitoes a day.

## **Turtles**

Turtles are often seen in and around wetlands, lakes, ponds, and most other surface waters. Some species are well adapted to live in stormwater ponds. Normally, turtles do not cause problems in the systems functionality. However, they have been known to stir-up sediment from the bottom which causes a muddiness of the water at times. Turtles usually do not cause a health problem, but they can carry Salmonella, an infectious bacterium, which only affects humans if ingested. It is advised to avoid handling turtles in the ponds. If contact is made be sure to thoroughly wash hands immediately afterward.

## **Frogs**

Various species of frogs can be found in stormwater ponds. As tadpoles, frogs are mainly herbivorous and feed on algae and decaying organic matter; both of which are abundant in stormwater ponds. Therefore, the presence of frogs can help reduce levels of algae. However, as adults they are carnivorous, largely feeding on insects. Besides the possibility of out-competing other species for food, frogs have no negative effects on the functionality of the pond. Populations should stay stable as they often find water with high levels of salinity uninhabitable and move on to a different water body.

## **Great Blue Heron**

Great blue heron are large long-legged birds that wade in shallow waters such as lakeshores, river edges, marshes, or ponds. They have a long pointed beak which is used to hunt various kinds of fish, amphibians, reptiles, and invertebrates and are present in Minnesota from March to October. They migrate to ice-free coasts in the winter months. Generally, these birds avoid people; however, they may get aggressive and territorial when they feel their nest is at risk. They build nests in isolated trees and are more likely to nest in colonies. It is best to view these large birds from afar and avoid any possible nesting sites. With proper vegetation, their large size should not lead to erosion along the shoreline.



**City Council Meeting Memorandum**

Item: Water Treatment Plant and Well Project – PFA Loan Approval – Resolution 7.27.20.26

Meeting Date: July 27, 2020

Presented By: Margaret McCallum, City Administrator

**Details:**

Since the fall of 2019, the City of Mayer has approved, designed and bid out the Water Treatment Plant and Well Upgrade Projects. The project includes the rehabilitation of the existing water treatment plant, construction of a new well and rehabilitation of an existing well.

Financing for the projects will be through a 20-year Public Facilities Authority (PFA) Bond. Under this type of project, State Law allows for the City to receive loans and assistance for eligible costs of construction of publicly owned drinking water systems in accordance with the Federal Safe Drinking Water Act and Federal Clean Water Act.

Staff and the City Engineer have been working with the PFA to apply for secure the loans for the projects. The PFA has committed to make a loan to the City of Mayer in the principal amount of \$1,169,180.00 to be disbursed and repaid in accordance with the terms of a Minnesota PFA Bond Purchase and Project Loan Agreement.

The City of Mayer has been approved for the 20-year loan through the PFA.

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$4,980	2031	\$61,000
2022	56,000	2032	62,000
2023	57,000	2033	62,000
2024	57,000	2034	63,000
2025	58,000	2035	64,000
2026	58,000	2036	64,000
2027	59,000	2037	65,000
2028	59,000	2038	66,000
2029	60,000	2039	66,000
2030	61,000	2040	66,200

As part of securing the loan, the City Council must review and approve the Minnesota PFA Bond Purchase and Project Loan Agreement.

The Resolution in the packet highlights the project and responsibilities of the City of Mayer for the loan. It will allow the Mayor and City Administrator to perform signatures on the document.

**Attachments.**

Minnesota PFA Bond Purchase and Project Loan Agreement

Resolution 7.27.20.26

**MINNESOTA PUBLIC FACILITIES AUTHORITY  
BOND PURCHASE AND PROJECT LOAN AGREEMENT**

This BOND PURCHASE AND PROJECT LOAN AGREEMENT (“the Agreement”), is between the Minnesota Public Facilities Authority (the "Authority") and the City of Mayer (“Recipient”) and is dated July 9, 2020.

The Project consists of rehabilitating the existing water treatment plant, constructing a new well and rehabilitating an existing well (“the Project”). The Project is further described and detailed in the MN Department of Health's certification(s) dated June 27, 2020 and in the Recipient’s Project application which is incorporated herein.

<b>Program Funding for the Project</b>	<b>Name</b>	<b>Legal citations</b>	<b>Funding IDs</b>	<b>Amounts</b>
Drinking Water State Revolving Fund Loan	("the Loan")	MS 446A.081; MN Rules 7380 .0250-.0297	MPFA-DWRF-L-005-FY21	\$1,169,180
<b>Total Authority Project Financing:</b>				\$1,169,180

**ARTICLE 1 – TERMS AND CONDITIONS**

**Section 1.1 Terms.** (a) General: The Authority hereby commits, subject to the availability of funds and the conditions and legal citations herein set forth, to provide ONE MILLION ONE HUNDRED SIXTY NINE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,169,180) to the Recipient for the purpose of financing eligible costs of the Project.

(b) Loan: The Loan shall be evidenced by the Note described in Section 1.4 of this Agreement (the “Note”). The final maturity date of the Loan will be August 20, 2040. The aggregate principal amount of the Loan disbursed and outstanding will bear interest and servicing fees collectively at the rate of 1.000% per annum accruing from and after the date of the Note through the date on which no principal of the Loan remains unpaid and all accrued interest and servicing fees thereon have been paid.

(c) Grant(s): This subsection is intentionally left blank.

**Section 1.2 Authority Sources of Funds.** (a) The Recipient acknowledges that the Authority may use the proceeds of one or more series of the Authority’s revenue bonds (the "Bonds"), federal capitalization grants, proceeds of state general obligation bonds, state appropriations from the Clean Water Legacy Fund, or other funds of the Authority, or a combination thereof, to fund the Agreement.

(b) At the written request of the Recipient, the Authority will provide information with respect to the funding of the Agreement, from time to time.

(c) Allocation and pledging of Loan: The Authority may, at any time, pledge the Loan as security for its Bonds. The Authority in its sole discretion may allocate the Loan to one or more sources of funds and may from time to time reallocate the Loan to one or more different sources of funds, including one or more different series of Bonds (whether or not that series of Bonds refunded the series of Bonds to which the Loan was originally allocated), or may sell the Loan if permitted by the documents relating to its Bonds.

**Section 1.3 Disbursements.** (a) Delivery of Note: No funds will be disbursed by the Authority to the Recipient until the Recipient has delivered its Note to the Authority as set forth in section 1.4.

(b) All Recipient disbursement requests will be subject to Authority approval and will be disbursed on a cost reimbursement basis, consistent with the budget presented in the Recipient's application. The Authority may withhold or disallow all or part of the amount requested if the Authority determines the request is not in compliance with this Agreement, applicable federal and state laws, regulations or rules as then in effect.

(c) The Authority will disburse funds pursuant to approved disbursement requests complying with the provisions of this Agreement. Each disbursement request must be for eligible costs for completed work on the Project and must be submitted on or before the deadlines established by the Authority and on a form prescribed by the Authority. Each disbursement request must include supporting invoices and billing statements and be signed by an employee or elected official of the Recipient.

(d) The Authority will reimburse the Recipient for eligible Project costs incurred prior to the execution of this Agreement only to the extent approved in connection with the Authority's approval of the Recipient's application.

(e) The Authority will make disbursements to the Recipient within 30 days of receipt of the Recipient's request, unless the Authority determines to withhold disbursement in accordance with the provisions of this Agreement. The Authority will endeavor to pay disbursement requests submitted by the Recipient not later than the 15th day of the month by the last day of the same month.

(f) If the entire amount specified in Section 1.1 is not fully disbursed by June 30, 2024 the Authority will not make any further disbursements. In that event or if final eligible Project costs are less than the total financing amount specified in Section 1.1, the undisbursed balance of the Loan will be applied to the outstanding principal installments of the Loan on a pro rata basis or as otherwise determined by the Authority. The Authority will revise Exhibit A to this Agreement to reflect the reduction in principal amount and promptly deliver a copy to the Recipient.

**Section 1.4 Security.** (a) The Recipient must issue to the Authority its General Obligation Revenue Note to evidence its obligation to repay the Loan. The Authority will not disburse funds to the Recipient under this Agreement until the Recipient delivers to the Authority the executed Note, a certified copy of resolutions or other authority by the appropriate governing body or bodies as have authorized the execution and performance of this Agreement and the Note in accordance with applicable law, and all opinions, certificates and documents requested by, and in a form acceptable to, the Authority.

(b) The Recipient represents and agrees that the Note is a general obligation debt of the Recipient and will be shown as such on its financial statements and be treated in all respects as a general obligation debt of the Recipient. For purposes of permitting sale of the Note to the Authority, the Authority represents that it is a "board, department or agency" of the State of Minnesota within the meaning of Minnesota Statutes, Section 475.60, subdivision 2, clause (4), as amended.

(c) The obligations of the Recipient under the Note evidence amounts payable under the Loan. Each payment made pursuant to the Note will be deemed to be a credit against the corresponding obligation of the Recipient under the Loan and any such payment will fulfill the Recipient's obligation to pay that amount hereunder.

(d) The Recipient agrees to impose and collect rates and charges in compliance with Minnesota Statutes and in accordance with the Recipient's service charge system, so that sufficient gross revenues are available, together with other sources as may be applicable, for the payment of system costs, including operation and maintenance expenses and principal, interest and servicing fees due on any outstanding debt payable from those revenues. The Recipient agrees to annually review and ensure that the gross revenues are sufficient for the payment of all system costs.

**Section 1.5 Mandatory Payments.** (a) The Recipient must repay the principal amount of the Loan, together with accrued interest and servicing fees, in the amounts and on the dates set forth in Exhibit A attached hereto (notwithstanding the rate of disbursement of the proceeds of the Loan), subject to adjustment as set forth in Section 1.3 or 1.6. The interest payment shown on Exhibit A is for informational purposes only; the actual interest payment will be the amount of interest which has accrued to the date of payment. The Authority will be entitled to retain for its own purposes any interest earnings on Loan proceeds that are not disbursed and will not be obligated to credit any such interest earnings against any required repayment of principal or payment of interest and servicing fees. Any payment of principal or interest received by the Authority in excess of the amounts set forth in Exhibit A, as then in effect, which is not a mandatory payment as designated in paragraph (b), or not expressly designated by the Recipient to be treated as an optional prepayment may, in the sole discretion of the Authority, be (i) held without interest payable by the Authority and applied to a future payment due on the Loan in a manner determined by the Authority, (ii) treated as a prepayment of principal on the Loan, or (iii) returned to the Recipient as an overpayment. Other than prepayments, the Authority will apply any payments received under the Note as follows: first, to the payment of any costs or expenses incurred by the Authority in enforcing any provision of the Note or this Agreement; second, to the payment of accrued and unpaid interest and servicing fees on the Note; and third, to the payment of principal of the Note then due.

(b) If the Recipient has pledged to the repayment of the Loan revenues subject to prepayment or lump-sum payments by a third party, such as special assessments or connection charges from another municipality, the Recipient will notify the Authority immediately upon receipt of any such payment. The Authority, in its sole discretion, may direct the Recipient to use the funds for the payment of eligible construction costs of the Project, or to transmit the funds to the Authority for payment on the Loan, immediately or at a later date. Any such payment received by the Authority may be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments, or, in the sole discretion of the Authority, may be applied to one or more future principal payments on the Loan in a manner determined by the Authority.

**Section 1.6 Optional Prepayments.** (a) The Recipient may not prepay the Loan except upon written consent of the Authority. If the Authority has consented, then upon 45 days' prior written notice to the Authority (or such lesser period as the Authority may accept), the Recipient may prepay the Loan and the Note, in whole or in part, on any February 20 or August 20 at a redemption price equal to the principal amount to be prepaid, together with accrued interest and servicing fees thereon to the redemption date and a premium equal to all fees and expenses of the Authority, if any, in connection with the prepayment, including any fees, expenses or other costs relating to the payment and redemption of the Bonds as determined by the Authority.

(b) The Authority may require that the Recipient, at its sole cost and expense, deliver to the Authority an opinion from a law firm, selected by the Authority, having a national reputation in the field of municipal finance law whose legal opinions are generally accepted by purchasers of municipal bonds

("Bond Counsel") to the effect that such prepayment will not cause the interest on the Note to be included in the gross income of the recipient thereof for federal income tax purposes.

(c) The Authority will apply any amount paid by the Recipient to prepay all or a portion of the Note as follows: first, to the payment of fees, expenses and other costs of the Authority as provided in Subsection (a); second, to the payment of interest and servicing fees on the principal amount of the Note to be prepaid; and, third, to the principal of the Note. The principal amount of a partial prepayment will, in the sole discretion of the Authority, (i) be applied to one or more future principal payments of the Loan in a manner determined by the Authority, or (ii) be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

## **ARTICLE 2 – RECIPIENT RESPONSIBILITIES AND PROJECT COMPLIANCE**

**Section 2.1 Recipient Responsibilities with Respect to the Project.** (a) The Recipient must meet all requirements in the project application submitted to the Authority as to compliance with federal and state laws, rules and regulations and include in any contract or subcontract related to the Project provisions requiring contractor and subcontractor compliance with applicable state and federal laws. The requirements in that application are hereby incorporated by reference.

(b) The Recipient agrees to commence construction and complete the Project with reasonable diligence, regardless of the sufficiency of loans or grants therefor from the Authority to pay eligible project costs.

(c) The Recipient will not enter into a sale, lease, transfer or other use agreement of any part of the Project, or change the use of the Project, without the prior written approval of the Authority if that sale, lease, transfer, agreement or change in use would (i) violate the covenants set forth in Article 3 or Article 4, or (ii) violate the conditions under which any capitalization grants were furnished by the United States Environmental Protection Agency (the "EPA"), or (iii) otherwise violate any terms or conditions of this Agreement.

(d) The Recipient must maintain adequate property insurance coverage for the Project in those amounts and with those limits as it determines in good faith to be reasonable or in those amounts and with those limits as the Authority may require from time to time. The Recipient may substitute adequate, actuarially sound self-insurance or risk retention program(s) for property insurance coverage, so long as such program(s) are consistent with applicable laws and state and federal regulations.

(e) The Recipient must complete the Project in accordance with all applicable federal, state and local statutes, rules, regulations, ordinances, reporting requirements, approvals, and state agency certifications governing the design and construction of the Project, and operate the Project's system in compliance with all applicable federal and state laws and regulations and permit requirements.

(f) The Recipient agrees to exert all reasonable efforts to investigate claims that the Recipient may have against third parties with respect to the construction of the Project and, in appropriate circumstances, take whatever action, including legal action, the Recipient reasonably determines to be appropriate.

(g) Clean Water Legacy logo: This subsection is intentionally left blank.

**Section 2.2 Construction Compliance.** (a) State prevailing wages: The Recipient must comply with the provisions of prevailing wage requirements set forth in Minnesota Statutes, Sections 177.41 to 177.44, as then in effect.

(b) Federal prevailing wages: In addition to the prevailing wage requirements under Subsection (a), the Recipient must comply with, and require that all laborers and mechanics employed by contractors and subcontractors on the Project be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with, the Davis-Bacon Act (40 U.S.C., sec. 276a through 276a-5), as amended.

(c) Federal American Iron and Steel: The Recipient will comply with the American Iron and Steel requirements of the Safe Drinking Water Act, as amended by America’s Water Infrastructure Act of 2018, unless the Project is granted a waiver from the EPA.

**ARTICLE 3 – TAX COMPLIANCE COVENANTS**

The Recipient acknowledges that the Note is intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes (a “Tax-exempt Note”) and may be funded by the Authority from the proceeds of the Authority’s Bonds that are intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes (“Tax-exempt Bonds”). The Recipient also acknowledges that, regardless of the source of funding, the Authority may pledge the Loan and the related Note as security for, and as a source of, the payment of debt service on any or all of its Tax-exempt Bonds. In consideration of these facts, the Recipient covenants and agrees with the Authority, whether or not strict compliance with those agreements is required to maintain the Note as a Tax-exempt Note or the Authority’s Bonds as Tax-exempt Bonds, as follows:

(a) The Recipient will not take, or, to the extent under its control, permit to be taken, any action that would cause the Note not to be a Tax-exempt Note or any Authority Bonds not to be Tax-exempt Bonds and will not omit from taking, or cause to be taken, any action required to maintain the Note as a Tax-exempt Note or the Authority’s Bonds as Tax-exempt Bonds.

(b) The Recipient will take all actions with respect to the Note necessary to comply with all instructions and requests of the Authority relating to maintaining the Authority’s Bonds as Tax-exempt Bonds and the Note as a Tax-exempt Note or compliance with the agreements set forth in this Section or in any Tax Compliance Certificate (hereinafter defined).

(c) The Recipient will comply with all requirements of any certificate or agreement (“Tax Compliance Certificate”) executed and delivered by it in connection with the issuance of the Note.

(d) The Recipient will promptly notify the Executive Director of the Authority in writing of any action or event which adversely affects the status of the Note as a Tax-exempt Note or any of the Authority’s Bonds as Tax-exempt Bonds.

(e) The Recipient will not use any of the proceeds of the Loan to pay the costs of any facility used or to be used during the term of the Loan for any private business use or to make a private loan within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

(f) The Recipient will not repay the Loan from, or secure repayment of the Loan by, property used or to be used for a private business use or payments in respect of such property within the meaning of Section 141 of the Code, except as specifically permitted in writing by the Authority.

(g) The Recipient will not establish any fund or account, other than a bona fide debt service fund, securing the payment of the Tax-exempt Note or Tax-exempt Bonds or from which the Recipient reasonably expects to pay debt service on the Loan, or in any other respect create “gross proceeds,” within the meaning of the Code, of the Tax-exempt Note or Tax-exempt Bonds, except as specifically permitted in writing by the Authority. In addition, the Recipient will not invest any gross proceeds in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that investment would cause the Tax-Exempt Note or Tax-exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(h) The Recipient will not invest any moneys constituting “gross proceeds” of the Tax-exempt Note or Tax-exempt Bonds other than in a fair market, arms’ length transaction and at a yield, within the meaning of the Code, in excess of the lesser of the yield on the Tax-exempt Note or the Tax-exempt Bonds applicable to the Loan and will apply all Loan proceeds within five days of the receipt thereof by the Recipient consistent with the terms of the Recipient’s disbursement request.

(i) Except as permitted under Treasury Regulations, Section 1.150-2, and Section 1.4(d) hereof, the Recipient will not use Loan proceeds to reimburse itself for any payments of project costs that the Recipient made from other funds, if the original payment was made prior to the earlier of the issuance of the Authority Bonds used to fund the Loan or the execution and delivery of this Agreement or if the original payment was made from the proceeds of other debt of the Recipient.

(j) Other than as provided in Section 4.1 hereof, the allocation by the Authority of funds it uses to purchase the Loan, including different series of Tax-exempt Bonds, is at the sole discretion of the Authority and that allocation is binding on the Recipient.

(k) With respect to any gross proceeds of the Tax-exempt Bonds created by the Recipient, the Recipient will be liable to the Authority for any amount the Authority is required to rebate to the United States as excess investment earnings pursuant to Section 148 of the Code.

The Authority may, in its sole discretion and only upon receipt of an opinion of counsel to the Authority, waive any of the agreements set forth in this Article 3.

#### **ARTICLE 4 – COMPLIANCE WITH STATE BOND REQUIREMENTS**

**Section 4.1 State Bond Financed Property.** The Recipient and the Authority acknowledge and agree that the Recipient’s ownership interest in the Project, consisting of real property, and, if applicable, all facilities located, or that will be constructed and located, on that real property, and all equipment that is a part thereof, that was purchased with the proceeds of state general obligation bond proceeds

constitutes “State Bond Financed Property”, as that term is used in Minnesota Statutes, Section 16A.695 and the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012 (the “Order”), as such may be amended, modified, supplemented, or replaced from time to time, and therefore the provisions contained in that statute and order apply to the Recipient’s ownership interest in the Project and any Use contracts relating thereto. The Recipient agrees that the proceeds of the Agreement must be used, and the Project must be operated, in a manner that complies with Minnesota Statutes, Section 16A.695 and the Order. The Recipient must file the required state bond financed property declaration as provided in the Order and provide a copy of the filed declaration to the Authority, unless the filing requirement is waived in writing by the Commissioner of Minnesota Management and Budget.

**Section 4.2 Lease or Management Contract.** The Recipient agrees that any lease or management or similar contract (each a “Use Agreement”) it enters into with respect to property constituting all or a part of the State Bond Financed Property must comply with the following requirements:

- (a) It must be for the express purpose of carrying out a governmental program established or authorized by law and established by official action of the Recipient.
- (b) It must be approved, in writing, by the Commissioner of Minnesota Management and Budget.
- (c) It must be for a term, including any renewals that are solely at the option of the lessee or manager, that is substantially less than the useful life of the property subject to that lease or management contract, but may allow renewal beyond that term upon determination by the Recipient that the use continues to carry out the governmental program.
- (d) It must be terminable by the Recipient if the other contracting party defaults under the contract, or if the governmental program is terminated or changed.
- (e) It must provide for oversight by the Recipient of the operation of the property that is the subject of the Use Agreement.
- (f) It must specifically identify the statute that provides the Recipient authority to enter into the Use Agreement.
- (g) It must contain a provision stating that the Use Agreement is being entered into in order to carry out a governmental program and must specifically identify the governmental program.

**Section 4.3 Sale.** The Recipient must not sell any property constituting all or a part of the State Bond Financed Property unless the sale complies with the following requirements:

- (a) The Recipient determines by official action that the property is no longer usable or needed by the Recipient to carry out the governmental program for which it was acquired or constructed.
- (b) The sale must be made as authorized by law.
- (c) The sale must be for fair market value as defined in Minnesota Statutes, Section 16A.695 as then in effect.

(d) The Recipient obtains the prior written consent of the Commissioner of Minnesota Management and Budget.

**Section 4.4 Changes to Minnesota Statute 16A.695 or the Order.** In the event that Minnesota Statutes Section 16A.695 or the Order is amended in a manner that reduces any requirement imposed upon the Recipient, or if the Recipient's interest in the State Bond Financed Property is exempt from Minnesota Statutes, Section 16A.695 or the Order, then upon written request by the Recipient, the Authority will enter into and execute an amendment to this Agreement to implement that amendment to, or exempt the interest in the Project from, Minnesota Statutes, Section 16A.695 and the Order.

**Section 4.5 Waiver.** The Authority may waive the requirements of Article 4 at any time upon determination by the Authority, and after notifying the Commissioner of Minnesota Management and Budget, that the Project has not been and will not be funded from the proceeds of state general obligation bonds.

## ARTICLE 5 – DISCLOSURE

**Section 5.1 Information for Disclosure Documents.** (a) The Recipient agrees to provide to the Authority such information with respect to the Recipient, its duties, operations and functions as may be reasonably requested by the Authority, and hereby consents to its inclusion in the Authority's official statement(s) used in connection with issuance and sale or the re-marketing of its Bonds or continuing disclosure with respect to its Bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of Bonds were or will be loaned to the Recipient.

(b) At the request of the Authority, the Recipient will certify and represent that the information with respect to the Recipient in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Authority require the Recipient to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Recipient determines that it is not able to make that certification and representation, it will provide to the Authority the information for inclusion in the Disclosure Documents necessary for the Recipient to make the certification and representation.

(c) If at any time during the period ending 90 days after the date the Recipient provides information to Authority for inclusion in a Disclosure Document any event occurs that the Recipient believes would cause the information with respect to the Recipient in the Disclosure Document to omit a material fact or make the statements therein misleading, the Recipient agrees to promptly notify the Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Authority, the Recipient will also provide the certification and representation required in (b) above with respect to that information.

(d) The Recipient agrees to provide such information as may be reasonably requested by any rating agency in connection with rating the Bonds of the Authority.

**Section 5.2 Continuing Disclosure.** If the Authority, in its sole discretion, determines, at any time prior to payment of the Loan in full, (i) that the Recipient is a material "obligated person," as the term

"obligated person" is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12") or (ii) that an event has occurred with respect to the Recipient or the Loan that must be disclosed under Rule 15c2-12, or (iii) that any other action of the Recipient has occurred which the Authority determines in its sole discretion is material to an investor in the Bonds, the Recipient covenants that it will authorize and provide to the Authority, for inclusion in a Disclosure Document, all statements and information relating to the Recipient deemed material by the Authority for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5 promulgated pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), including certificates and written representations of the Recipient evidencing satisfaction of the requirements of Rule 15c2-12 and Rule 10b-5. The Authority, in its sole discretion and as set forth in a resolution or official statement of the Authority, will determine materiality under each of clause (i) and clause (iii) pursuant to criteria established from time to time. The Recipient further covenants that, if determined to be such a material obligated person, it will execute and deliver a continuing disclosure agreement, in that form as the Authority determines to be necessary, desirable or convenient, in its sole discretion, for the purpose of meeting the requirements of Rule 15c2-12. Pursuant to the terms and provisions of that continuing disclosure agreement, the Recipient will thereafter provide ongoing disclosure with respect to all annual and event information and financial statements relating to the Recipient required by a continuing disclosure undertaking under Rule 15c2-12. The Recipient further agrees that the Authority will have the right to disclose any information about the Recipient or the Loan, whether or not received from the Recipient, determined by the Authority in its sole discretion, to be material with respect to any of its Bonds.

#### **ARTICLE 6 – SYSTEM REPLACEMENT FUND**

This article is intentionally left blank.

#### **ARTICLE 7 - FINANCIAL RECORDS, AUDITS, REPORTS AND INSPECTIONS**

**Section 7.1 Financial Recordkeeping.** For all expenditures made pursuant to this Agreement, the Recipient must keep financial accounts and records in accordance with generally accepted accounting principles including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures and any investments made with proceeds of the Loan or other "gross proceeds" of the Note or the tax-exempt Bonds of the Authority. Such accounts and records must be accessible and available for a minimum of six years from the date of initiation of operation of the Project and for so long as the Note is outstanding for examination by authorized representatives of the Authority, the Office of the Legislative Auditor, the Office of the State Auditor and the EPA Office of Inspector General.

**Section 7.2 Annual Financial Reports.** (a) The Recipient must annually provide to the Authority for the term of the Loan a copy of an independent audit of its financial statements. All audit reports must be submitted within 30 days after the completion of the audit but no later than one year after the end of the fiscal year to be audited. The audits must be conducted in accordance with generally accepted government auditing standards and in compliance with Subpart F (Audit Requirements) of Title 2 U.S. Code of Federal Regulations Part 200.

(b) The Recipient must describe the Note as general obligation debt of the Recipient in its annual audited financial statements for the term of the Loan.

**Section 7.3 Annual Minority and Women Business Enterprise Report.** If requested, the Recipient will submit to the Authority, within 20 days of the end of the annual reporting period, EPA Form 5700-52A to report on the award of prime contracts or subcontracts to any certified Minority and Women Business Enterprise (MBE/WBE) firms until the Project is complete.

**Section 7.4 General.** The Recipient must submit the project reports required by the Authority on forms prescribed by the Authority.

**Section 7.5 Inspections.** The Recipient, upon reasonable request by the Authority, must allow the Authority and its agents to inspect the Project.

## **ARTICLE 8 – GOVERNMENT DATA PRACTICES**

The Recipient agrees, with respect to any data that it possesses regarding the Project, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

## **ARTICLE 9 - DEFAULT AND REMEDIES**

**Section 9.1. Events of Default.** Any of the following is an event of default under this Agreement:

- (a) The Recipient does not make a Loan payment when due;
- (b) The Recipient does not comply with any other provision of this Agreement or the Note after written notice from the Authority, and for a three-month period the Recipient does not cure that default or provide a written plan acceptable to the Authority providing for that cure or, if the Authority accepts a plan for cure, the Recipient does not cure that default within the time period specified therein.

**Section 9.2 Remedies.** (a) If an event of default described in Section 9.1(a) of this Agreement occurs, the Authority will impose an interest penalty as provided in Minn. Rules Part 7830.0296, Subpart 1. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2) reject any pending application by the Recipient for financial assistance, (3) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (4) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended.

(b) If an event of default described in Section 9.1(b) of this Agreement occurs, the Authority will impose an immediate increase in the interest rate on the Loan by eliminating all interest rate discounts that were applied in determining the interest rate under Minn. Rules Part 7380.0272. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2)

demand repayment of any grant disbursements under this Agreement, (3) reject any pending application by the Recipient for financial assistance, (4) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (5) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended. If the Authority subsequently determines that the Recipient has cured all events of default, the interest rate on any unpaid Loan principal will then revert back to the original interest rate.

## ARTICLE 10 – ADMINISTRATION

**Section 10.1 Amendments.** Any amendments to this Agreement must be in writing and must be executed by the Recipient by the same officials who signed the Agreement, or their successors.

**Section 10.2 Termination of Recipient Obligations.** The obligations of the Recipient under this Agreement (except the obligations set forth in Section 2.1 (c), (d) and (e) and Article 4 hereof) will terminate when the Loan is fully paid.

**Section 10.3 Fees.** (a) Pursuant to Minnesota Statutes, section 446A.04, subdivision 5(a), the Authority may charge application fees and loan repayment servicing fees.

(b) Application fee: The application fee is waived by the Authority.

(c) Loan repayment servicing fees: The Recipient acknowledges that the Authority may apply up to 2 percent of any loan repayment as a servicing fee and that such fee will not increase the amount of any repayments or extend the period of repayment.

**Section 10.4 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and will be sufficient if delivered by courier or overnight delivery service or sent by certified mail (return receipt requested), postage prepaid, to the address of the party to whom it is directed. That address must be the address specified below or a different address as may hereafter be specified by either party by written notice to the other:

In the case of the Authority:

Minnesota Public Facilities Authority  
Attention: Executive Director  
1st National Bank Building  
332 Minnesota Street, Suite W820  
Saint Paul, MN 55101-1378

In the case of the Recipient:

City of Mayer  
Attention: Mayor  
413 Bluejay Avenue  
Mayer, MN 55360-2106

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DRAFT

Recipient name: City of Mayer  
Project Funding ID(s): MPFA-DWRF-L-005-FY21

The Authority and the Recipient have caused this Agreement to be duly executed by their duly authorized undersigned representatives. Statutory Cities must execute this Agreement as provided in Minnesota Statutes, Section 412.201, as amended. Home Rule Charter Cities must execute this Agreement as provided in Minnesota Statutes, Chapter 410, as amended.

**RECIPIENT:** We have read and we agree to all of the above provisions of this Agreement.

**MINNESOTA PUBLIC FACILITIES AUTHORITY:**

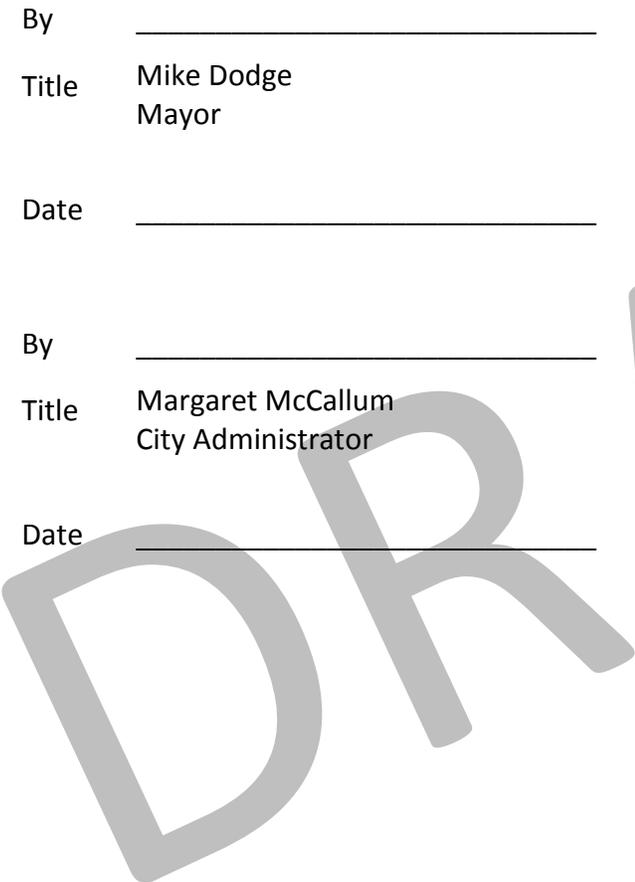
By \_\_\_\_\_  
Title Mike Dodge  
Mayor  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title Steve Grove, or delegate  
Chair  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title Margaret McCallum  
City Administrator  
Date \_\_\_\_\_

**ENCUMBERED:** Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.

By \_\_\_\_\_  
PO date 07/09/20  
PO ID(s) B2401:3000003006



**Mayer - dw03**

Loan Amortization Schedule  
MPFA-DWRF-L-005-FY21

1,169,180.00

*Treatment plant and well work*

Rate: 1.000%

Date:

Maturity: 08/20/40

Type of Note: Tax Exempt

final loan amount: 1,169,180.00

Date	Effective	Source	Disbursement	Repayment	Interest	Principal	Loan Balance	Annl Debt Srv
projected	07/29/20	Op Res	1,169,180.00				1,169,180.00	
	02/20/21			6,527.93	6,527.93		1,169,180.00	
	08/20/21			10,825.90	5,845.90	4,980.00	1,164,200.00	17,353.83
	02/20/22			5,821.00	5,821.00		1,164,200.00	
	08/20/22			61,821.00	5,821.00	56,000.00	1,108,200.00	67,642.00
	02/20/23			5,541.00	5,541.00		1,108,200.00	
	08/20/23			62,541.00	5,541.00	57,000.00	1,051,200.00	68,082.00
	02/20/24			5,256.00	5,256.00		1,051,200.00	
	08/20/24			62,256.00	5,256.00	57,000.00	994,200.00	67,512.00
	02/20/25			4,971.00	4,971.00		994,200.00	
	08/20/25			62,971.00	4,971.00	58,000.00	936,200.00	67,942.00
	02/20/26			4,681.00	4,681.00		936,200.00	
	08/20/26			62,681.00	4,681.00	58,000.00	878,200.00	67,362.00
	02/20/27			4,391.00	4,391.00		878,200.00	
	08/20/27			63,391.00	4,391.00	59,000.00	819,200.00	67,782.00
	02/20/28			4,096.00	4,096.00		819,200.00	
	08/20/28			63,096.00	4,096.00	59,000.00	760,200.00	67,192.00
	02/20/29			3,801.00	3,801.00		760,200.00	
	08/20/29			63,801.00	3,801.00	60,000.00	700,200.00	67,602.00
	02/20/30			3,501.00	3,501.00		700,200.00	
	08/20/30			64,501.00	3,501.00	61,000.00	639,200.00	68,002.00
	02/20/31			3,196.00	3,196.00		639,200.00	
	08/20/31			64,196.00	3,196.00	61,000.00	578,200.00	67,392.00
	02/20/32			2,891.00	2,891.00		578,200.00	
	08/20/32			64,891.00	2,891.00	62,000.00	516,200.00	67,782.00
	02/20/33			2,581.00	2,581.00		516,200.00	
	08/20/33			64,581.00	2,581.00	62,000.00	454,200.00	<b>67,162.00</b>
	02/20/34			2,271.00	2,271.00		454,200.00	
	08/20/34			65,271.00	2,271.00	63,000.00	391,200.00	67,542.00
	02/20/35			1,956.00	1,956.00		391,200.00	
	08/20/35			65,956.00	1,956.00	64,000.00	327,200.00	67,912.00
	02/20/36			1,636.00	1,636.00		327,200.00	
	08/20/36			65,636.00	1,636.00	64,000.00	263,200.00	67,272.00
	02/20/37			1,316.00	1,316.00		263,200.00	
	08/20/37			66,316.00	1,316.00	65,000.00	198,200.00	67,632.00
	02/20/38			991.00	991.00		198,200.00	
	08/20/38			66,991.00	991.00	66,000.00	132,200.00	67,982.00
	02/20/39			661.00	661.00		132,200.00	
	08/20/39			66,661.00	661.00	66,000.00	66,200.00	67,322.00
	02/20/40			1,983.00	1,983.00		132,200.00	
	08/20/40			66,861.00	661.00	66,200.00	66,000.00	<b>68,844.00</b>
<b>totals</b>			<b>1,169,180.00</b>	<b>1,303,313.83</b>	<b>134,133.83</b>	<b>1,169,180.00</b>		<b>1,303,313.83</b>

EXTRACT OF MINUTES OF A MEETING  
CITY COUNCIL OF THE  
CITY OF MAYER, MINNESOTA

HELD: JULY 27, 2020

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Mayer, Carver County, Minnesota, was duly held at the City Hall on July 27, 2020, at 6:30 P.M., for the purpose in part of awarding the sale of a \$1,169,180 General Obligation Water Revenue Note of 2020A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 7.27.20.26

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES  
AUTHORITY TO PURCHASE A \$1,169,180 GENERAL OBLIGATION WATER REVENUE  
NOTE OF 2020A, PROVIDING FOR ITS ISSUANCE AND AUTHORIZING EXECUTION OF  
A BOND PURCHASE AND PROJECT LOAN AGREEMENT

A. WHEREAS, the City Council of the City of Mayer, Minnesota (the "City"), has heretofore applied for a loan from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 444 and 475, for the rehabilitation of the existing water treatment plant, construction of a new well and rehabilitation of an existing well, all as detailed in the Minnesota Department of Health's certification, dated June 27, 2020 (the "Project"); and

B. WHEREAS, the PFA is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds, to provide loans and other assistance to municipalities to fund eligible costs of construction of publicly owned drinking water systems in accordance with the federal Safe Drinking Water Act and the federal Clean Water Act; and

C. WHEREAS, the City has applied for a loan from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of \$1,169,180, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated July 9, 2020 (the "Bond Purchase and Project Loan Agreement"), a copy of which has been presented to the Council and is on file with the City Administrator; and

D. WHEREAS, the \$1,169,180 General Obligation Water Revenue Note of 2020A (the "Note") of the City is tax-exempt, and in addition the City will need to assure the tax-exemption of the PFA Bonds; and

E. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4), the City is authorized to issue obligations to a board, department or agency of the State of Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

F. WHEREAS, the City owns and operates a municipal water utility system (the "Water System") and a municipal sanitary sewer utility system (the "Sewer System", and together with the Water System, the "System"), as separate revenue producing public utilities; and

G. WHEREAS, the net revenues of the Water System are pledged to the payment of the City's outstanding (i) \$347,000 original principal amount General Obligation Water Revenue Note of 2001, dated January 2, 2001; (ii) \$2,560,768 original principal amount General Obligation Water Revenue Note of 2006, dated September 7, 2006; and (iii) \$975,000 original principal amount General Obligation Bonds, Series 2015A, dated July 1, 2015 (the "Outstanding Water Bonds"); and

H. WHEREAS, the net revenues of the System are pledged to the payment of the (i) "System Refunding Portion" of the City's outstanding \$1,675,000 General Obligation Improvement and Utility Revenue Refunding Bonds, Series 2014A, dated July 1, 2014; and (ii) \$2,725,000 original principal amount General Obligation Sewer and Water Refunding Bonds, Series 2017A, dated November 15, 2017 (collectively, the "Outstanding Water and Sewer Bonds"); and

I. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of the PFA and all other state and federal agencies of which approval is required:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mayer, Carver County, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of the PFA to purchase a \$1,169,180 General Obligation Water Revenue Note of 2020A of the City (the "Note"), at the rate of interest hereinafter set forth, and to pay therefor the sum of \$1,169,180 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. Payment for the Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Bond Purchase and Project Loan Agreement.

2. Title; Date; Denomination; Interest Rates; Maturities. The Note shall be a fully registered negotiable obligation, shall be titled "General Obligation Water Revenue Note of 2020A", shall be dated as of the date of delivery and shall be issued forthwith. The Note shall be in the principal amount of \$1,169,180, or so much thereof as shall be disbursed pursuant to the Bond Purchase and Project Loan Agreement, shall bear interest on so much of the principal amount of the Note as may be disbursed and remains unpaid until the principal amount of the Note has been paid or has been provided for, at the rate of 1.00% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing February 20, 2021. Interest starts accruing as of the date of the initial disbursement. Principal on the Note shall mature on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$4,980	2031	\$61,000

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	56,000	2032	62,000
2023	57,000	2033	62,000
2024	57,000	2034	63,000
2025	58,000	2035	64,000
2026	58,000	2036	64,000
2027	59,000	2037	65,000
2028	59,000	2038	66,000
2029	60,000	2039	66,000
2030	61,000	2040	66,200

Interest shall accrue only on the aggregate amount of the Note which has been disbursed and is unpaid under the Bond Purchase and Project Loan Agreement. The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of the Note has not been disbursed; provided that if the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Principal, interest and any premium due under the Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Interest on the Note includes amounts treated by the PFA as service fees.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Redemption. The Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the PFA, or mandatorily as provided in the Bond Purchase and Project Loan Agreement.

5. Registration of Note. At the time of issuance and delivery of the Note, the officer of the City performing the functions of the treasurer (the "Treasurer") shall register the Note in the name of the payee in a note register which the Treasurer and the officer's successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments and interest, whether upon redemption or otherwise, made with respect to the Note,

may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

6. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF CARVER  
CITY OF MAYER

\$1,169,180 GENERAL OBLIGATION WATER REVENUE NOTE OF 2020A

The City of Mayer, Carver County, Minnesota (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority or the registered assign, the principal sum of ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED EIGHTY DOLLARS, or so much thereof as may have been disbursed, on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$4,980	2031	\$61,000
2022	56,000	2032	62,000
2023	57,000	2033	62,000
2024	57,000	2034	63,000
2025	58,000	2035	64,000
2026	58,000	2036	64,000
2027	59,000	2037	65,000
2028	59,000	2038	66,000
2029	60,000	2039	66,000
2030	61,000	2040	66,200

and to pay interest on so much of the principal amount of the debt as may be disbursed and remains unpaid until the principal amount hereof is paid or has been provided for, at the rate of 1.00% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing February 20, 2021. Interest starts accruing as of the date of the initial disbursement.

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Note which has been disbursed under the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated as of July 9, 2020, by and between the City and the Minnesota Public Facilities Authority (the "Bond Purchase and Project Loan Agreement"). The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that if the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Interest on this Note includes amounts treated by the Minnesota Public Facilities Authority as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the Minnesota Public Facilities Authority, or mandatorily as provided in the Bond Purchase and Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota for the purpose of providing money to finance the construction of improvements to the municipal water system (the "Water System"), specifically for the rehabilitation of the existing water treatment plant, construction of a new well and rehabilitation of an existing well, all as detailed in the Minnesota Department of Health's certification, dated June 27, 2020 (the "Project"); and is payable out of the PFA Debt Service Account of the Water Fund of the City, to which account have been pledged net revenues of the Water System. This Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer.

Fees Upon Transfer or Loss. The Treasurer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Bond Purchase and Project Loan Agreement. The terms and conditions of the Bond Purchase and Project Loan Agreement are incorporated herein by reference and made a part hereof. The Bond Purchase and Project Loan Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than the Minnesota Public Facilities Authority.

Tax-Exempt Obligation. The City intends that the interest on this Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Qualified Tax-Exempt Obligation. This Note has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed,

precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to the Water System at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Note as they respectively become due, if the net revenues from the Water System and any other revenues irrevocably appropriated to said PFA Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mayer, Carver County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and of its City Administrator, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of (do not date), 2020.

CITY OF MAYER, CARVER COUNTY,  
MINNESOTA

(DO NOT SIGN)  
\_\_\_\_\_  
Mayor

(DO NOT SIGN)  
\_\_\_\_\_  
City Administrator

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF TREASURER</u>
<u>(do not date)</u>	<u>Minnesota Public Facilities Authority Saint Paul, Minnesota Federal Employer Identification No. 41-6007162</u>	<u>(DO NOT SIGN)</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

7. Execution. The Note shall be executed on behalf of the City by the manual signatures of its Mayor and City Administrator; the seal of the City has been intentionally omitted as permitted by law. The electronic signature of the Mayor and/or the City Administrator to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. In the event of disability or resignation or other absence of either such officer, the Note may be signed by manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

8. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the Treasurer to the purchaser thereof prior to disbursements pursuant to the Bond Purchase and Project Loan Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

9. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Water Fund (the "Fund"). The Treasurer and all municipal officials and employees concerned therewith shall maintain financial records of the receipts and disbursements of the Water System in accordance with the resolutions establishing the Fund. The Operation and Maintenance Account heretofore established by the City for the Water System shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Account shall constitute and are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following accounts:

(a) A "PFA Construction Account", to which shall be credited all proceeds received from the sale of the Note. The Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the Bond Purchase and Project Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) A "PFA Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (i) net revenues of the Water System in an amount sufficient to pay the principal of, and interest on, the Note when due; (ii) any collection of taxes which may hereafter be levied in the

event the net revenues of the Water System herein pledged for the payment of the Note are insufficient therefor; (iii) all investment earnings on moneys held in the PFA Debt Service Account; (iv) any amounts transferred from the PFA Construction Account; and (v) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in the PFA Debt Service Account shall be used only to pay or prepay the principal of, and interest on, the Note and any other general obligation bonds hereafter issued and made payable from the PFA Debt Service Account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note or any sums from time to time held in the PFA Construction Account, Operation and Maintenance Account or PFA Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Note) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, moneys in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

The City shall observe the covenants of paragraphs 16, 17 and 18 of this resolution and of Article 3 of the Bond Purchase and Project Loan Agreement with regard to the Fund.

10. Coverage Test; Pledge of Net Revenues; Excess Revenues. It is hereby found, determined and declared that the net revenues of the Water System are sufficient in amount to pay when due the principal of and interest on the Note and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the Water System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water Bonds and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the Water System are hereby pledged on a parity lien with the Outstanding Water Bonds and the Outstanding System Bonds, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Note. Excess net revenues may be used for any proper purpose. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the Water System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that estimated net revenues of the Water System will be sufficient, in addition to all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

11. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of and connection to the Water System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Note.

12. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Note, as the same respectively become due. If the net revenues of the Water System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the PFA Debt Service Account shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the PFA Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration. The City Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Carver County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Bond Purchase and Project Loan Agreement. The Bond Purchase and Project Loan Agreement is hereby approved in substantially the form presented to the City Council, and in the form executed by electronic signatures or manual signatures is hereby incorporated by reference and made a part of this resolution. The electronic signature of the Mayor and/or the City Administrator to this Bond Purchase and Project Loan Agreement and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. Each and all of the provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Bond Purchase and Project Loan Agreement, and to the extent that any provision in the Bond Purchase and Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision shall control and this resolution shall be deemed accordingly modified. The City's execution and delivery of the Bond Purchase and Project Loan Agreement by the Mayor and City Administrator is hereby approved, ratified and authorized. The execution of the Bond Purchase and Project Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the Bond Purchase and Project Loan Agreement in accordance with the terms hereof. The Bond Purchase and Project Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that no actions will be taken over the term of the Note that would cause it to be a private activity bond, and the average term of the Note is not longer than reasonably necessary for the governmental purpose of the issue. The City hereby covenants not to use the proceeds of the Note in such a manner as to cause the Note to be a "hedge bond" within the meaning of Section 149(g) of the Code.

The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the PFA Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that it will take no actions over the term of the Note that would cause the PFA Bonds to be private activity bonds, and the average term of the Note is not longer than reasonably necessary for its governmental purpose.

17. Tax-Exempt Status of the Note; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Note, and (c) the rebate of excess investment earnings to the United States if the Note (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceeds the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (a) the Note is issued by a governmental unit with general taxing powers, (b) the Note is not a private activity bond, (c) ninety-five percent or more of the net proceeds of the Note are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (d) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Note is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

18. Tax-Exempt Status of the PFA Bonds; Rebate. The City with respect to the Note shall comply with requirements necessary under the Code to establish and maintain the exclusion

from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA and holders of the Note that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the PFA Bonds shall not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and City Administrator shall furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA. The proceeds of the Note will likewise be used in such manner that the Note is not a private activity bond under Section 103(b) of the Code.

19. Designation of Qualified Tax-Exempt Obligation. In order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Note is issued after August 7, 1986;
- (b) the Note is not a "private activity bond" as defined in Section 141 of the Code;
- (c) the City hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2020 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Note does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

20. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

21. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was adopted by the Council of the City of Mayer on July 27, 2020.

Whereupon the resolution was declared duly passed and adopted.

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Mike Dodge, Mayor

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Margaret McCallum, City Administrator

STATE OF MINNESOTA  
COUNTY OF CARVER  
CITY OF MAYER

I, the undersigned, being the duly qualified and acting City Administrator of the City of Mayer, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the \$1,169,180 General Obligation Water Revenue Note of 2020A.

WITNESS my hand and City's seal on July 27, 2020.

\_\_\_\_\_  
City Administrator

(SEAL)