#### **EXHIBIT 1**

# CITY OF DULUTH VEIT & COMPANY, INC. AGREEMENT DWP SITE

THIS AGREEMENT, effective as of the date of attestation thereto by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("CITY"), and VEIT AND COMPANY, INC, a corporation organized and existing under the laws of the State of Minnesota ("Veit").

WHEREAS, CITY is the owner of certain property generally between the Spirit Valley neighborhood and Interstate Highway 35, formerly occupied by the by a railroad yard owned by the Duluth, Winnipeg and Pacific Railroad, hereinafter referred to as the "DWP Property"; and

WHEREAS, CITY is in need of approximately 15,000 cubic yards of clean fill material meeting the requirements of this Agreement to bring portions of the DWP Property up to a grade level appropriate for use by CITY for recreational and other uses; and

WHEREAS, included in Veit's ordinary business are operations which result in the removal and disposition of so-called clean fill material of limited commercial value but useful and appropriate to serve as fill on the DWP Property as described above; and

WHEREAS, Veit is willing to provide, haul, place, and grade such clean fill material on the DWP Property under the terms and conditions of this Agreement and CITY is willing to have Veit so provide, haul, place, and grade such Materials under said terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. <u>Definitions</u>

The following terms, when capitalized, shall have the meanings hereinafter ascribed. All other terms shall have those meaning commonly ascribed to them.

- A. <u>Acceptable Transportation Route</u>: shall mean a route designated in the CITY Approval Form to be used by Veit to transport Materials from any Source Site to the DWP Site.
- B. <u>Activated</u> or <u>Activation</u>: shall mean the issuance of a notice by the Director to Veit that Veit may begin work under the CITY Approval Form as provided for in Paragraph 3 below.
- C. <u>DWP Property</u>: shall mean that Property legally described on Exhibit A attached hereto and made a part hereof.
- D. <u>DWP Site</u>: shall mean that portion of the DWP Property designated by CITY for the placement of Materials as shown on the Placement Plan pursuant to this Agreement.
- E. <u>Best Management Practices or BMPs</u>: shall mean the best management practices as set forth in in the body of this Agreement and as supplemented by Exhibit B attached hereto and made a part hereof.
- F. <u>CITY Approval Form</u>: shall mean an authorization issued by the Director to deliver and place Materials from a specified Source Site to and on the DWP Site together with the terms, conditions and limitations included in such Approval, which may, at the discretion of the Director include Special Conditions.
- G. <u>Director</u>: shall mean the Director of CITY'S Department of Administration or the person designated in writing by the Director to act on behalf of the Director.
- H. <u>Engineer</u>: shall mean an engineering company hired by CITY to provide civil engineering services with regard to the placement of Materials on the DWP Site and Materials testing services with regard to the Materials to be placed and which are placed on the DWP Site.
- I. <u>Initial Haul Date</u>: shall mean the first date upon which Veit shall haul Material from a Source Site to the DWP Site.

- J. <u>Material</u>: Shall mean clean earthen materials meeting MPCA Identified Soils Reference Standards for soils meeting Recreational Soils Reference Standards or higher.
  - K. MPCA: shall mean the Minnesota State Pollution Control Agency.
- L. <u>Placement Plan</u>: shall be an engineer's plan of the DWP Site showing the existing elevations of the Site, the location of the Site upon which Materials are to be placed pursuant to the CITY Approval Form, the maximum finished elevations of Site after placement and grading of the Materials as set forth in Exhibit C hereto, with regard to the placed Materials.
- M. <u>Source Site</u>: shall mean a site designated by Veit from which Veit intends to take Materials to be delivered to the DWP Site and placed thereon.
- N. <u>Special Conditions</u> shall mean conditions or limitations imposed on any CITY Approval Form by the Director which the Director, in the exercise of his or her discretion, deems reasonable and appropriate to protect CITY, the DWP Site, the Acceptable Transportation Route or the interests of the public which may be affected by work to be performed pursuant to a CITY Approval Form.

#### 2. Source Site

#### A. <u>Site Identification</u>

Not less than Forty-five (45) days prior to the proposed commencement of removal of Materials from a Source Site to be placed by Veit on the DWP Site, Veit shall provide written notice of its intent to do so to the Director. Said notice shall include the identification of the Source Site, the location of the Source Site, the name and address of the owner of the Source Site, a description of the location on the Source Site of the Materials proposed to be removed and placed on the DWP Site, a clear and complete description of the nature and character of the Materials, the Proposed Initial Haul Date and ending of the time period during which the Materials will be placed on the DWP Site and quantity of the Materials proposed to be removed from the Source Site and placed on the DWP Site.

#### B. <u>Materials Testing</u>

Prior to provision of the Notice to CITY as provided for in Subparagraph A. above, Veit shall have completed such clearing of other materials from the Source Site as is reasonably necessary to expose the Materials so as to allow convenient testing of Materials for compliance with the definition of Materials hereinbefore set forth. The Director shall cause the Engineer to test the Materials for compliance with the definition of "Materials" herein set forth. Upon receipt of the report from the Engineer as to the compliance or non-compliance of the materials with said definition, the Director will promptly notify Veit of the determination.

#### C. MPCA Notice

Upon receipt of the Notice referenced in Subparagraph A above, the Director shall provide a copy of the Notice to be sent to MPCA at the VIC Program, Site Remediation and Redevelopment Section, Remediation Division or to such other location as may from time to time be designated by MPCA, requesting approval of the removal of the Materials from the Source Site and their transportation to and placement on the DWP Site. No Materials shall be so removed, transported or placed without such prior approval of MPCA.

#### D. <u>CITY Approval Form</u>

Within Thirty (30) days of receipt of the Notice referenced in Subparagraph A above, the Director shall approve a CITY Approval Form to Veit authorizing Veit to deliver and place Materials from the Source Site on the DWP Site or shall notify Veit that the Director will not issue such a CITY Approval Form. If the Director issues such a CITY Approval Form, said CITY Approval Form shall set forth the Initial Haul Date and the duration of the CITY Approval Form authorizing such delivery and placement, the hours of the day and days of the week during which Veit may transport Materials from the Source Site to the DWP Site, the quantity of Materials from the Source Site that Veit may deliver and place on the DWP Site, the Acceptable Transportation Route over which Veit shall be allowed to transport the Materials from the Source Site to the DWP Site and any Special Conditions which the Director shall impose on such delivery and placement.

#### E. <u>Veit Acceptance or Rejection—Negotiation</u>

Immediately upon receipt of the Notice referred to in Subparagraph D above, Veit shall have the right to accept the CITY Approval Form as authorized by the Director or to reject such CITY Approval Form. If Veit rejects such CITY Approval Form, Veit may request that the Director modify the terms of the CITY Approval Form. The Director, in the exercise of his or her discretion, may agree to modify the terms of the CITY Approval Form. If Veit accepts the original CITY Approval Form or, if the Director issues a modified CITY Approval Form and Veit accepts the modified CITY Approval Form, Veit shall be authorized to deliver and place Materials on the DWP Site in conformance with the terms of the accepted CITY Approval Form but only upon Activation of the CITY Approval Form as provided for in Paragraph 3 below and Veit agrees to be bound by all of the terms and conditions of the accepted CITY Approval Form. If Veit rejects the terms of the CITY Approval Form or as the CITY Approval Form may be modified, Veit shall not deliver or place any Materials from the Source Site on the DWP Site.

#### 3. Other Required Permits

Prior to the commencement of the transportation of Materials and their placement on the DWP Site pursuant to this Agreement, Veit shall have secured any and all permits, approvals, and authorizations required for the performance of the work authorized by this Agreement from any governmental authority having jurisdiction over any aspect of such work, the Source Site, the Approved Transportation Route and the DWP Site except for permits that must be acquired by CITY as the owner of the DWP Site and shall have provided copies of such permits, approvals and authorizations to the Director. CITY shall be responsible to secure any required permits that must be acquired by CITY as owner of the DWP Site. Upon the determination by the Director that all such required permits, approvals and authorizations have been received, the Director shall provide notice to Veit that the CITY Approval Form has been activated and that Veit may commence the work covered by the CITY Approval Form. Veit shall not commence such work without notice from the Director that the CITY Approval Form has been activated. CITY will reimburse Veit for the actual cost of City of Duluth permits from Fund 255-020-5441. The permits, approvals and authorizations to be provided to the Director shall include but not be limited to the following:

- A. An MPCA NPDES Construction Stormwater General Permit updated as needed.
  - B. A City of Duluth Erosion Control Permit
  - C. City of Duluth Fill Permit

#### 4. Transportation of Material

#### A. Generally

Upon the issuance and acceptance of the CITY Approval Form as provided for in Section 2 above and the Activation of said CITY Approval Form as provided for in Section 3 above, Veit shall be authorized to transport Materials to the DWP site and to place them on the DWP Site, all in accordance with the terms of the CITY Approval Form and the Placement Plan during the effective term of the CITY Approval Form.

#### B. BMPs

In transporting Materials from the Source Site to the DWP Site, Veit shall be required to implement and follow Best Management Practices as outlined in Exhibit B and including load protection, prevention of load loss and street sweeping and cleaning along the Acceptable Transportation Route and on property adjacent to the DWP Site.

#### C. Transportation Issues-Communications

Prior to commencement of transportation of Materials from any Source Site to the DWP Site, Veit shall supply to the Director the name or names of one or more Veit personnel who are available on a 24 hour per day, 7 day per week basis, along with such persons telephone number(s) and e-mail address(es) which person(s) is/are authorized by Veit to receive notice from CITY staff of complaints that, in performance of the permitted work, Veit is not complying with BMPs or is otherwise creating an unreasonable nuisance and which person(s) is/are empowered to take appropriate corrective action as is justified by such complaints. Veit hereby agrees and commits to expeditiously take appropriate correction with regard to any and all justified complaints.

#### 5. <u>Materials—DWP Site</u>

#### A. Placement Plan

Prior to the placement of any Material on the DWP Site, CITY shall have caused the Engineer to prepare and delivered to Veit a Placement Plan for the placement of Materials on the DWP Site, attached hereto and made a part hereof as Exhibit C. All Materials placed on the DWP Site by Veit shall be placed in accordance with the Placement Plan and no Materials shall be placed in a manner not in accordance with the Placement Plan including but not limited to issues of finished elevations on any portion of the DWP Site in the Placement Plan.

#### B. <u>Delivery and Placement</u>

Veit hereby agrees to deliver and place up to 15,000 cubic yards of Materials on the DWP Site in accordance with the terms and conditions of the CITY Approval Form and of this Agreement. As Veit is furnishing, transporting and placing Materials only on an "as available" basis, Veit shall not be liable if it fails to furnish the maximum amount of Materials it is authorized to furnish under the terms of this Agreement; provided that the terms of this Agreement and of the CITY Approval Form shall apply to all Materials furnished, delivered and placed on the DWP Site.

#### C. Rock Entry

Prior to bringing any Materials to the DWP Site and continuously during the term of the CITY Approval Form, Veit shall have installed and maintained a rock construction entry of not less than Seventy-five (75') feet in length as described on Exhibit B.

#### D. BMPs

In the course of placing Materials on the DWP Site and in compacting and grading said Materials to final elevations, Veit shall be required to implement and follow Best Management Practices including but not limited to dust control, erosion control and silt fencing. In addition, upon completion of any portion of the Placement Plan, Veit shall cause such portion to be appropriately seeded using Mn/DOT seed Mix 250 at 70 lbs/acre, mulched using MNDOT Type 1 or 3 at 2 tons/acre, and disc anchored to insure that, upon completion of the work authorized by the Permit, ground cover stabilization shall have been established over the DWP Site. The CITY recognizes that Veit cannot ensure the natural productivity or success of its seeding efforts and therefore will not

hold Veit responsible for ensuring permanent stabilization (as defined by the MPCA) of the DWP Site.

#### E. Testing

At any time during the course of work covered by the CITY Approval Form or at any time thereafter, Veit shall assist the Engineer in procuring samples of the Materials and otherwise cooperate with Engineer in testing of the Materials and the manner and location of their placement, all to insure that the terms and conditions of this Agreement have been met.

#### F. Stockpiling

The parties agree that any Material brought to the DWP Site from any Source Site other than the Source Site commonly known as "Dock D" at the Duluth Seaway Port shall, when brought to the DWP Site, be stockpiled on the Site at a location or locations shown on the Placement Plan until the Director authorizes their placement and distribution on said Site. Upon Veit giving the Director notice that it is ready to spread stockpiled Materials over said Site, the Director shall have Fourteen (14) business days in which to have the stockpiled Materials tested to determine their compliance with the requirements of this Agreement. If the stockpiled Materials do not meet the requirements of this Agreement, the Director shall notify Veit thereof and Veit shall promptly remove such Materials from the DWP Site. If the Director notifies Veit that the stockpiled Materials meet the requirements of this Agreement or fail to notify Veit that such Materials do not meet the requirements of this Agreement within said Five (5) day period, Veit shall be entitled to place and distribute the stockpiled Materials in accordance with the CITY Approval Form and the Placement Plan.

#### G. Notice of Working Times

Veit agrees that it will notify the Director at least 24 hours prior to the commencement of placement and distribution of Materials on the DWP Site and the seeding and mulching thereof and notify the Director at least 24 hours prior to the completion thereof.

#### H. <u>Materials Removal</u>

In the event that the MPCA or any other governmental agency having appropriate jurisdiction with regard thereto shall determine that the nature, quantity or placement of any of the Materials violates any applicable laws, rules or regulation and shall require the removal of the offending Materials or shall impose any fine or penalty with regard to such placement or both, and was not following the placement plan and CITY's direction Veit shall, at its sole cost and expense and at no cost to CITY, remove the offending Materials, otherwise remediate that portion of the DWP Site affected by such Materials, restore the affected portion of the DWP Site to the same conditions it was in prior to the placement of the offending Materials and shall pay or reimburse CITY for any such fine or penalty. If the placement plan and CITY's direction was followed and any material is deemed to need to be removed, any fines incurred, or any other costs incurred, all those costs associated with removal, fines, or any other costs will be the responsibility of CITY and Veit will be reimbursed fully.

#### I. Fueling

No fueling or oiling of equipment shall occur on the DWP Site without a Spill Prevention Control and Containment Plan ("SPCCP") approved by the Director.

#### 6. Term

Notwithstanding the date of execution, this Agreement shall commence on August 16, 2016 and continue through September 30, 2016, unless terminated earlier as provided for herein

#### 7. <u>Compensation</u>

As this Agreement and the work provided for herein constitutes a benefit to both parties, no compensation shall be due to either party hereunder except as specifically provided for herein.

#### 8. Fencing Disruption

Fencing is located around portions of the perimeter of the DWP Site. In the event it is necessary to penetrate the fencing for ingress or egress purposes, the Executive Director in his/her sole discretion, shall determine a fencing plan, such as the placement of a lockable swinging gate.

#### 9. <u>Temporary Roads</u>

Veit may construct temporary access roads for ingress and egress to the DWP Site as described on the Placement Plan. In the event that temporary roads are not addressed in Placement Plan, construction of temporary roads shall require the prior written approval of the Executive Director. Veit shall maintain access roads (grading and snow removal) sufficient for the use of the Placement Plan as set forth herein at Veit's expense

#### 10. Portable Toilets

Veit shall provide, at its expense, at least one portable toilet unit at the DWP Site when Veit's contractors are active on the DWP Site to provide safe, minimum standards of sanitation.

#### 11. CITY Access

CITY expressly reserves the right to the unlimited access to the Licensed Premises for CITY staff at any time while this Agreement is in force for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by Veit.

#### 12. Termination

Either party may terminate this Agreement for any violation of this Agreement's terms. Each party shall have 14 days to satisfactorily remedy violations. Notice to terminate this Agreement shall be by written notice to the other party as provided for in Paragraph 16.

#### 13. Indemnification

#### A. Generally

Veit shall to the fullest extent permitted by law, protect, indemnify and save CITY and its officers, agents, servants, employees and any person who controls CITY within the meaning of Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims including claims for contribution or indemnity, demands and judgments of any nature arising from:

- i. Any injury to or death of any person or damage to property in or upon the DWP Site, or growing out of or in connection with the use or non-use, condition or occupancy of the DWP Site or any part thereof. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Veit, its contractors or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts.
  - ii. Any violation by Veit of any provision of this Agreement.
- iii. Any violation of any contract, agreement or restriction related to the activities occurring on the DWP Site which shall have existed at the commencement of the term of this Agreement or shall have been approved by Veit; or
- iv. Any violation of any law, ordinance, court order or regulation affecting the DWP Site, or the occupancy or use thereof.

#### B. <u>Environmental Indemnification</u>

In addition to the generality of the above, Veit hereby agrees that for itself, its successors and assigns that it will indemnify and save CITY and its officers, agents, servants and employees and any person who controls CITY within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees and expenses, causes of action, suits, claims including claims for contribution or indemnity, demands and judgments arising out of any condition resulting from the use of the DWP Site after the commencement of the term of this Agreement which constitutes a violation of any environmental law or laws with regard to pollutants or hazardous or dangerous substances promulgated by the government of the United States or of the State of Minnesota or of any such duly promulgated rules and regulations of the United States Environmental Protection Agency or the Minnesota Pollution Control Agency or the presence on the DWP Site, or the release or threatened release of any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to persons or damage to property, and that indemnification granted

hereby shall include all costs of clean-up and remediation and response costs, together with the costs incurred in proceedings before a court of law or administrative agency including attorneys' fees, expenses, the fees and expenses of persons providing technical expertise addressing such problems including expert witnesses, the costs of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind whatsoever arising out of such conditions existing on the DWP Site.

#### C. <u>Indemnification Procedures</u>

Promptly after receipt by CITY of notice of the commencement of any action with respect to which Veit is required to indemnify CITY under this Article, CITY shall notify Veit in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, Veit shall assume the defense of such action, including the employment of legal counsel satisfactory to CITY and the payment of expenses. In so far as such action shall relate to any alleged liability of CITY with respect to which indemnity may be sought against Veit, CITY shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of Veit.

#### 14. <u>Insurance</u>

Veit shall provide for the purchase and maintenance and shall require all of its contractors to provide for the purchase and maintenance of such insurance as will protect Veit and CITY against risk of loss or damage to the DWP Site and any other property permanently located or exclusively used at the DWP Site and against claims which may arise or result from the maintenance and use of the DWP Site during the term of the License. Veit and its contractors shall procure and continuously maintain insurance covering all risks of injury to or death of persons or damage to property arising in any way out of or as a result of Veit's occupancy of or use of the DWP Site, carried in the name of Veit. During the term of this License, Veit and its contractors shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death, and limits of \$1,500,000 for property damage liability and twice the limits when the claim

arises out of the release or threatened release of a hazardous substance. If person limits are specified, they shall be for not less than \$1,500,000 per person and be for the same coverages. Insurance shall cover:

- A. Public liability, including premises and operations coverage;
- B. Independent contractors--protective contingent liability;
- C. Personal injury;
- D. Owned, non-owned and hired vehicles;
- E. Contractual liability covering the indemnity obligations set forth herein;
- F. Products--completed operations.

Additionally, Veit and its contractors shall maintain Workers' Compensation Coverage in statutory amounts with "all states" endorsement unless qualified as a self-insurer under Minnesota Law.

All insurance required in this agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

Veit shall provide to CITY Certificates of Insurance evidencing said coverages with 30-days notice of cancellation, non-renewal or material change provisions included. The Certificates of Insurance shall name CITY and the City as additional insureds. CITY does not represent or guarantee that these types or limits of coverage are adequate to protect the interests and liabilities of Veit or its contractors. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify CITY without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to CITY will render any such change or changes in said policy or coverages ineffective as against CITY. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office.

#### 15. <u>Independent Contractor</u>

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Veit or any of its officers, agents, servants and employees as an officer, agent, servant, representative or employee of CITY for any purpose or in any manner whatsoever. Veit's officers, agents, servants and employees shall not be considered employees of CITY, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants and employees while engaged in performing any work under this Agreement, and any and all claims whatsoever on behalf of said officers, agents, servants and employees arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of CITYCity. Veit's officers, agents, servants and employees shall not be entitled to any compensation or right or benefits of any kind whatsoever for leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from CITY or the City.

#### 16. Assignment

Veit shall not assign its interest under this License Agreement or any part hereof without the prior written consent of the Executive Director.

#### 17. Notices

Any notice to be given by either party shall be deemed to be properly served if deposited with the United States Postal Service, or other acceptable mailing service, postage prepaid, addressed to Licensor as follows: City of Duluth, Attn: Jim Filby Williams, 411 West First Street, Room 402 City Hall, Duluth, MN 55802; and to Veit as follows: Veit Companies, \_\_\_\_\_\_

#### 18. Compliance with Laws, Rules and Regulations

Veit agrees to observe, comply and abide with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City and their respective agencies which are applicable to its activities under this License Agreement. Veit shall procure at its own expense all licenses, permits or other rights required for the activity contemplated by this License Agreement.

#### 19. Choice of Law

All questions concerning the interpretation or application of provisions of this License shall be decided according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located in St. Louis County, Minnesota.

#### 20. No Third Party Rights

This Agreement is to be construed and understood solely as an Agreement between CITY and Veit and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this License Agreement or of any of the terms and conditions hereof, which, as between CITY and Veit, may be waived at any time by mutual agreement between CITY and Veit.

#### 21. Authority to Execute Agreement

Veit represents to CITY that the execution of this Agreement has been duly and fully authorized by its governing body or board, that the officers of Veit who executed this Agreement on its behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of Veit on its behalf will constitute and be the binding obligation and agreement of the Corporation in accordance with the terms and conditions hereof.

#### 22. Amendments

Any amendments to this License Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

#### 23. Entire Agreement

This License Agreement, including its exhibits, constitutes the entire agreement between parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter.

IN WITNESS WHEREOF, the parties have set their hands the day and date first above shown.

CITY OF DULUTH	VEIT COMPANIES, INC.
By: Mayor	lts: Project Manager
Attest:City Clerk	Printed Name: Andy Dummer
Dated:	<u> </u>
Countersigned:	
City Auditor	
Approved as to form:	
City Attorney	

This instrument was drafted by: Robert E. Asleson Assistant City Attorney Room 410 City Hall Duluth, MN 55802 (218) 730-5490

#### **EXHIBIT A**

- Tract A.

  Lots 6 and 7, Block 6; Lots 1 through 7 inclusive, Block 7; Lots 6 through 16 inclusive, Block 9; Lots 1 through 16 inclusive, Block 10; Lots 1 through 16, inclusive, Block 11; Lots 1 through 16 inclusive, Block 12; Lots 1 through 11 inclusive, Block 13; Lots 1 through 5 inclusive, Block 14; Lots 1 through 11 inclusive, Block 17; Lots 1 through 16 inclusive, Block 18; Lots 1 through 16 inclusive, Block 20; Lots 7 through 16 inclusive, Block 21; and Lots 15 and 16, Block 22; all,in Stowell's Addition to West Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;
- Tract B. Lots 1 through 16 inclusive, Block 1; Lots 4 through 9 inclusive and Lots 11 through 16 inclusive, Block 2; Lots 11 through 16 inclusive, Block 3, and Lot 16, Block 16, all in Clinton Place Addition to Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;
- Tract C. Lots 1 and 2, Block 1; Lots 1, 2 and 3, Block 2; Lots 1 through 6 inclusive, Block 15; and Lots 1 through 12 inclusive, Block 16; all in Carlton Place Addition to Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;
- Tract D. Lot 3, Block 1, and Lots 1, 2 and 3, Block 3, together with vacated alley, all in Carlton Place Addition to Duluth, and Lot 10, Block 2, Clinton Place Addition to Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

#### <u>AND</u>

The Northeast Quarter of the Northwest Quarter of Section 13, Township 49 North, Range 15 West, EXCEPT that part of the south 40 feet thereof which lies westerly of the northerly extension of the east line of Block 6, Carlton Place Addition and easterly of a line run parallel with and distant 32 feet west of the northerly extension of the east line of Block 5, Carlton Place Addition;

# **Exhibit B BMP Specifications**

- 1. Silt fencing. To be installed with posts no more than six (6) feet apart on-center as required by regulatory permitting process.
- 2. NPDES approved Stormwater Inlet protection device. To be inspected/maintained monthly and after any rain even in which rainfall accumulation exceeds 1 inch.
- 3. Rock Entrance, not less than 75 feet in length and 20 feet in width, with rocks being at minimum 1.5 in diameter.
- 4. Seeding, mulching and disc anchoring. To be implemented at any area of the site where construction activity (hauling/placing/grading) has permanently ceased or where activity will not resume for 14 days or longer. Seed to be Mn/DOT Mix 250 at 70 lbs/acre). Mulch to be MNDOT Type 1 or 3 at 2 tons/acre.
- 5. Street sweeping will be conducted as outlined by NPDES permit to stay in compliance.
- 6. The items above are not an exhaustive or exclusive list of the BMP's required on site. If additional BMPs are required during the hauling process, Veit agrees to install such erosion and sediment controls identified as necessary either by the CITY and/or its agents or by Veit employees/contractors on site.

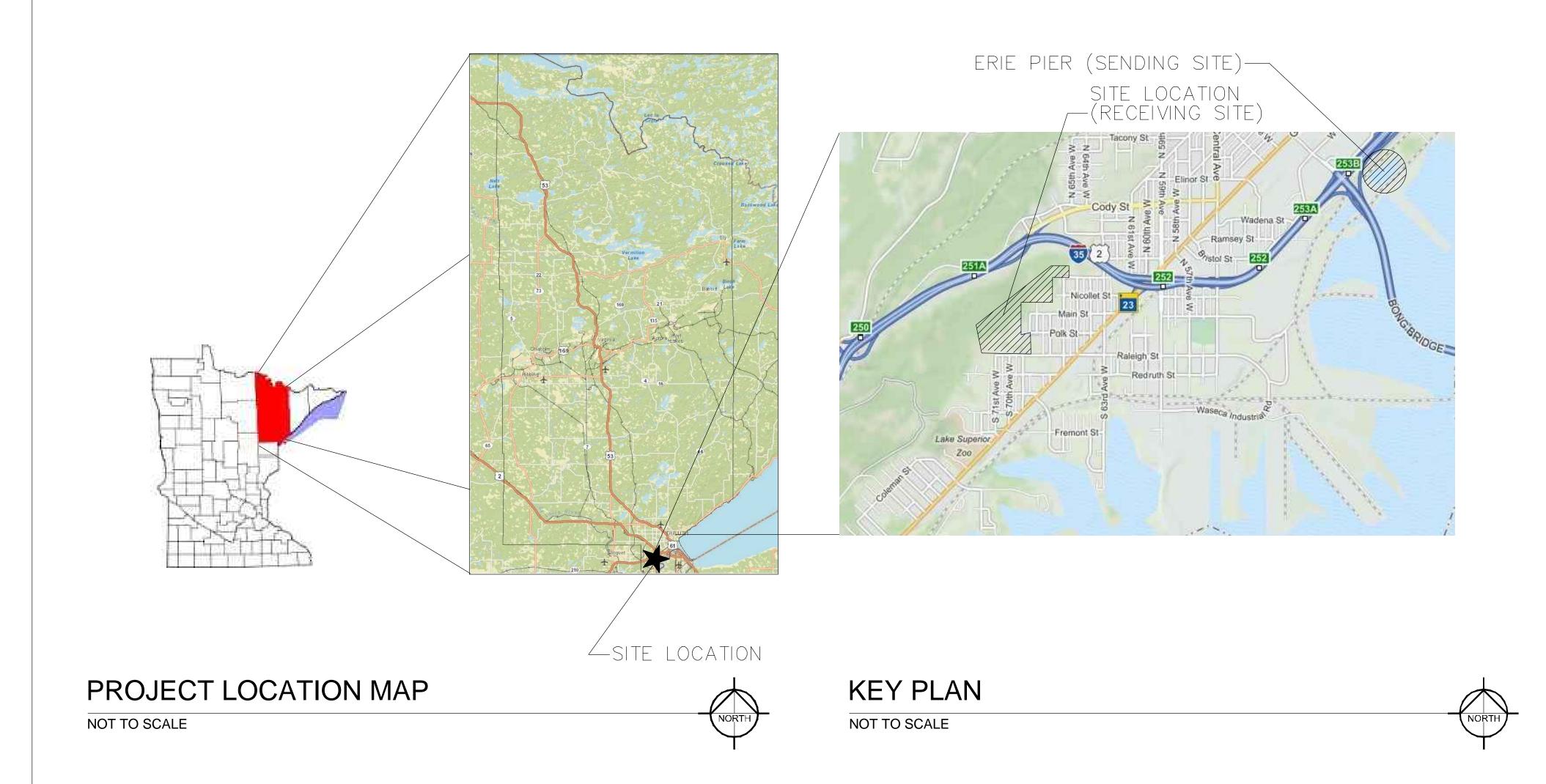
# **EXHIBIT C**

# CITY OF DULUTH

# DEPARTMENT OF PARKS AND RECREATION

CONSTRUCTION PLANS FOR: DWP RESTORATION

CITY PROJECT NO.



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D.

THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION

AND DEPICTION OF EXISTING SUBSURFACE UTITLITY DATA".

WARNING: LOCATION OF UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR. CALL BEFORE DIGGING. GOPHER STATE ONE CALL 1-800-252-1166 REQUIRED BY LAW

### GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION

"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. AVAILABLE AT:

http://www.dot.state.mn.us/pre-letting/spec/index.html

THE 2015 EDITION OF THE CITY OF DULUTH PUBLIC WORKS SPECIFICATIONS AND SUPPLEMENTS OR ADDENDUMS SHALL APPLY. \_\_\_\_\_ SHALL BE THE GOVERNING SPECIFICATIONS.

# INDEX

SHEET NO.	DESCRIPTION
L1.0 L1.1	TITLE SHEET & INDEX MAP RESTORATION SOIL TO CONTAMINATION COMPARISON
LA-1.1	STAGING PLAN
LA-1.2	STAGING PLAN
LA - 1.3	STAGING PLAN
LA-1.4	LEAD EXCEEDANCE AREA ALTERNATIVES
EC - 1.1	EROSION CONTROL NOTES
EC - 1.2	EROSION CONTROL NOTES AND DETAILS

# THIS PLAN CONTAINS 8 SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

LANDSCAPE ARCHITECT (TYPED OR PRINTED NAME)

8/17/15

LANDSCAPE ARCHITECT

DATE

REG. NO.

CITY APPROVAL

CHIEF ENGINEER OF TRANSPORTATION APPROVED DATE

CHIEF ENGINEER OF UTILITIES APPROVED DATE

APPROVED CITY ENGINEER

> SHEET NO. 1 OF 8

# + ASSOCIATES

LANDSCAPE ARCHITECTURE

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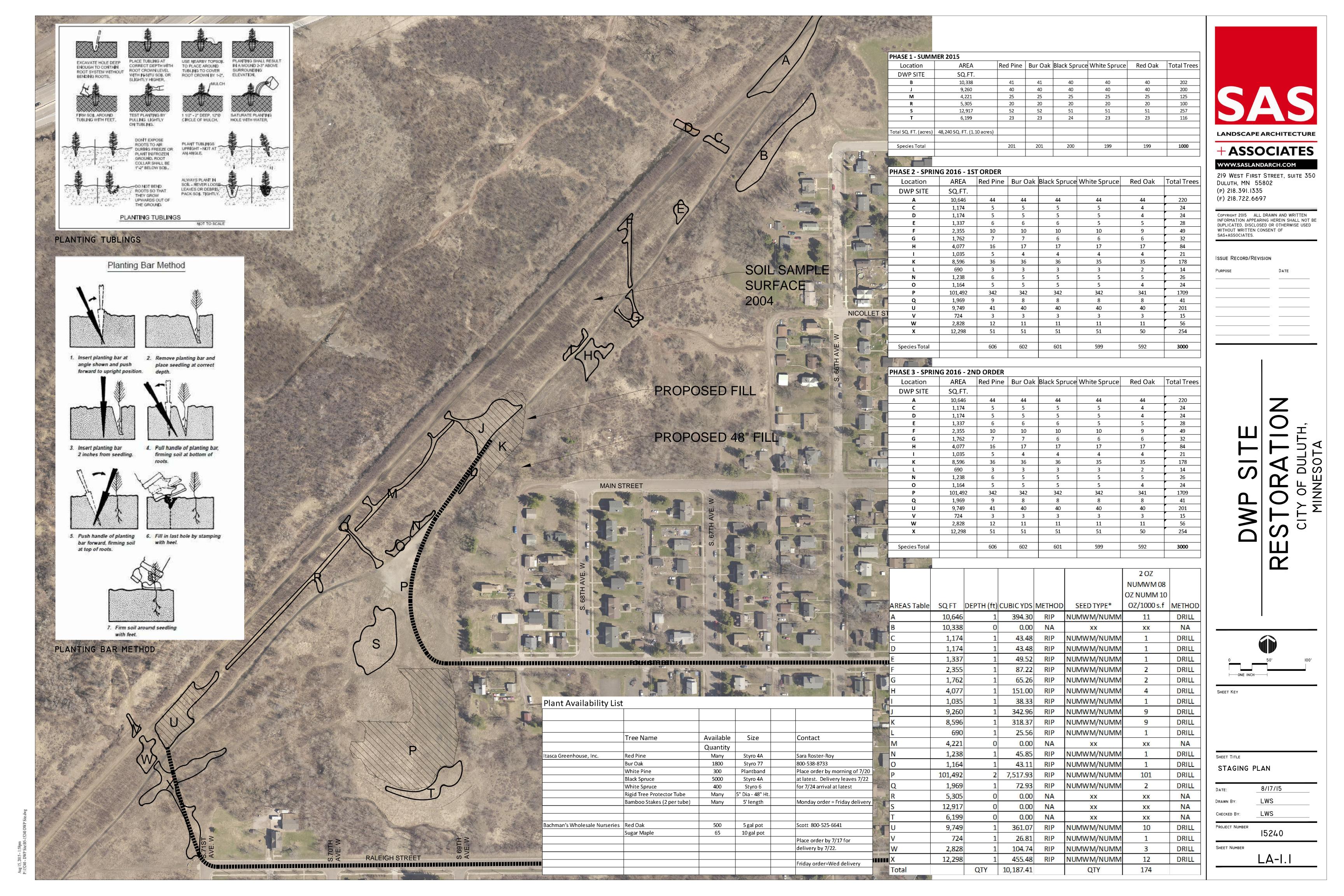
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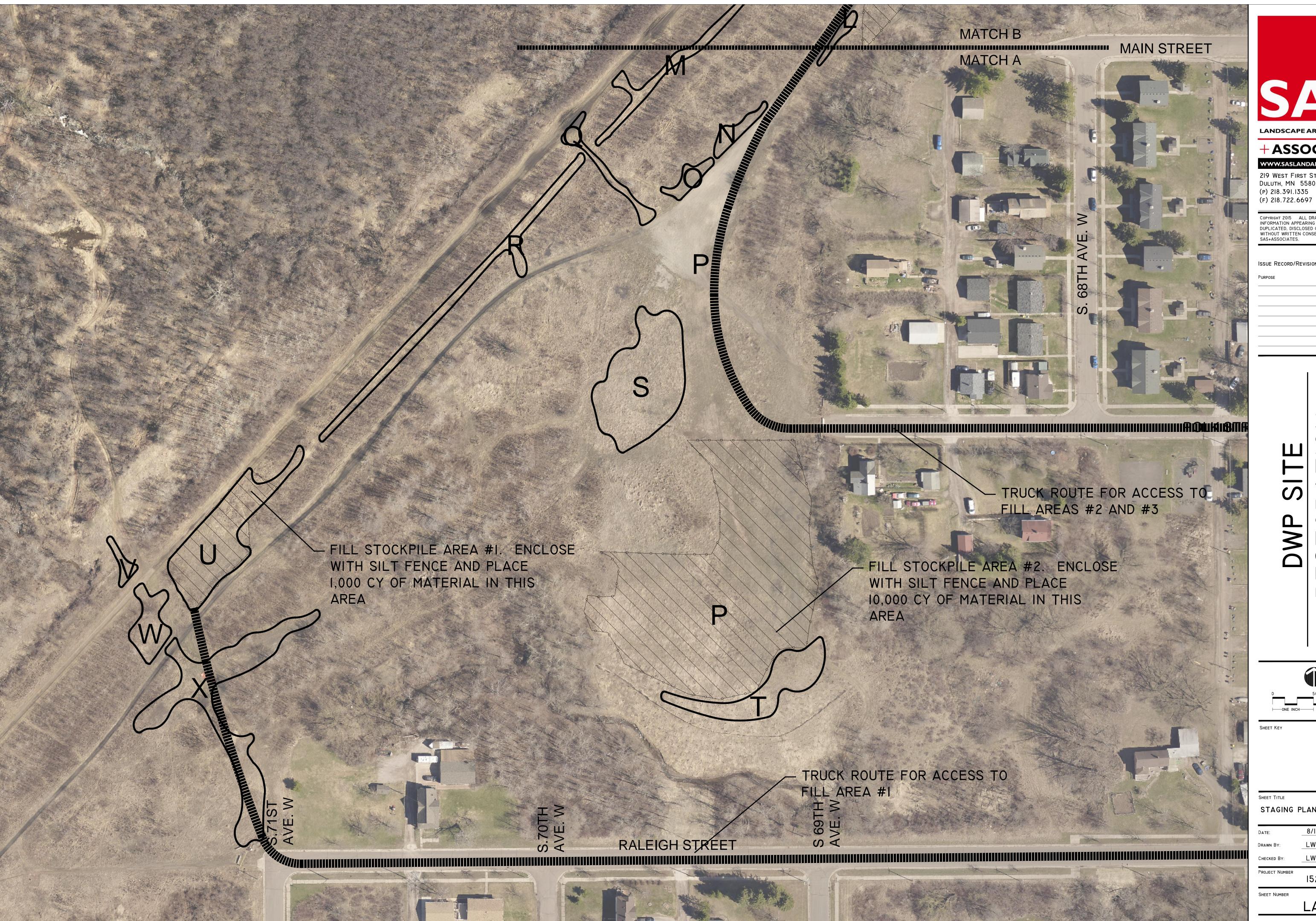
COVER SHEET

8/17/15

PROJECT NUMBER 15240

SHEET NUMBER LI.0







LANDSCAPE ARCHITECTURE

# **ASSOCIATES**

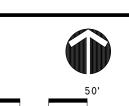
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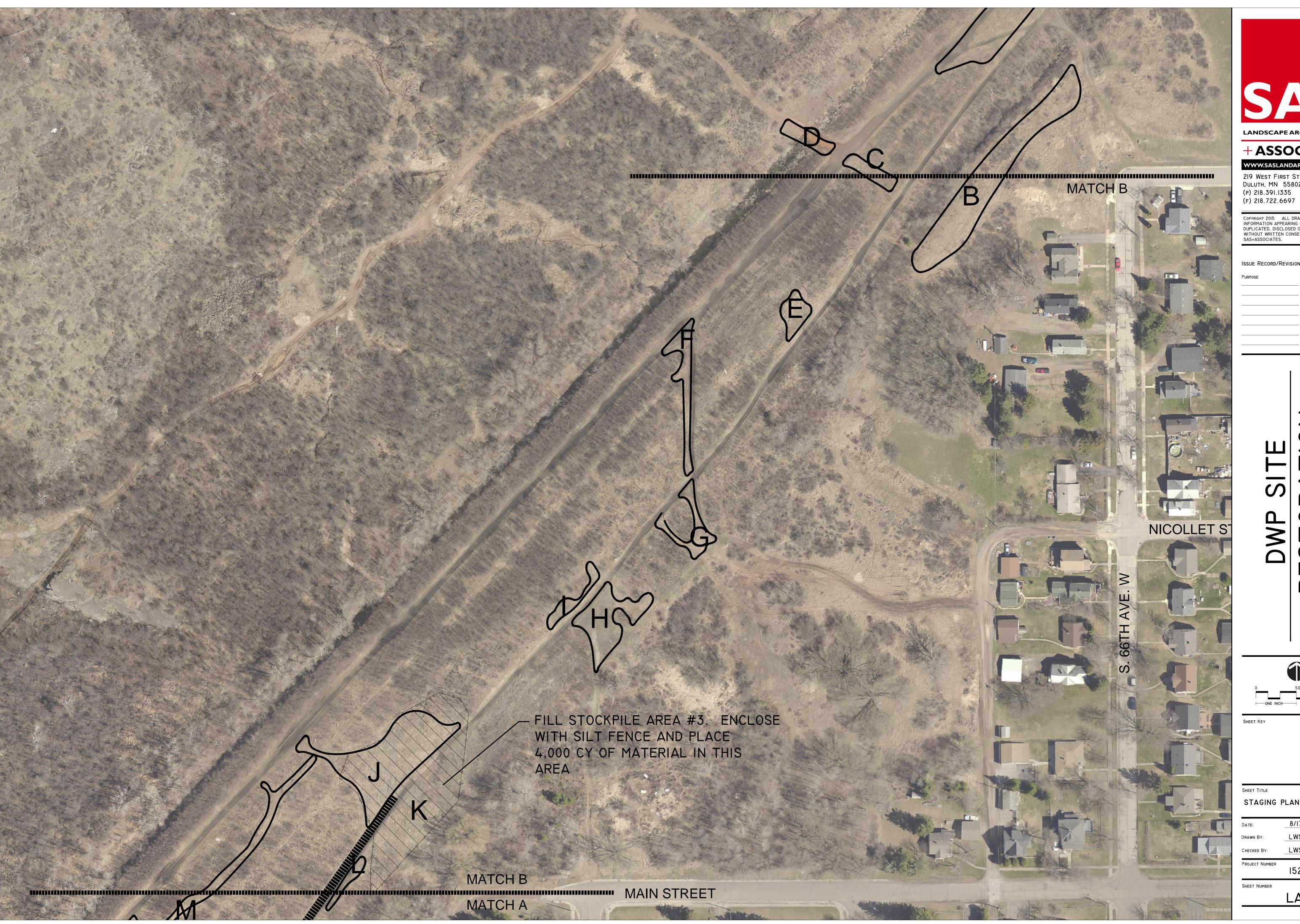


STAGING PLAN

8/17/15

15240

LA-I.I





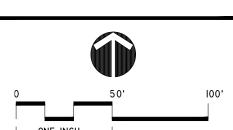
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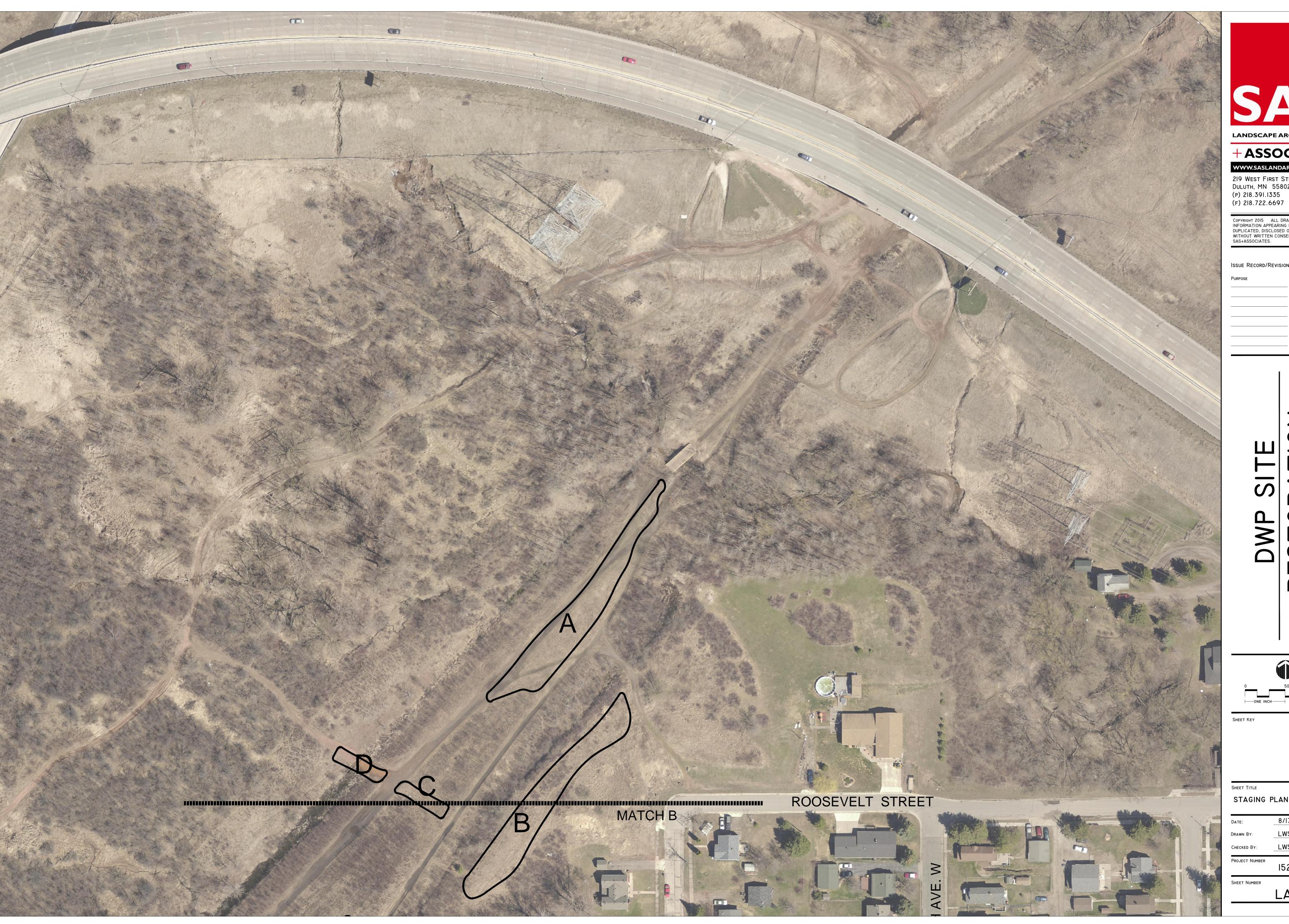
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STAGING PLAN		
Date:	8/17/15	
DRAWN BY:	LWS	
CHECKED BY:	LWS	
PROJECT NUMBER	15240	

LA-I.2





LANDSCAPE ARCHITECTURE

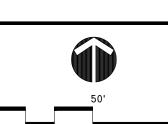
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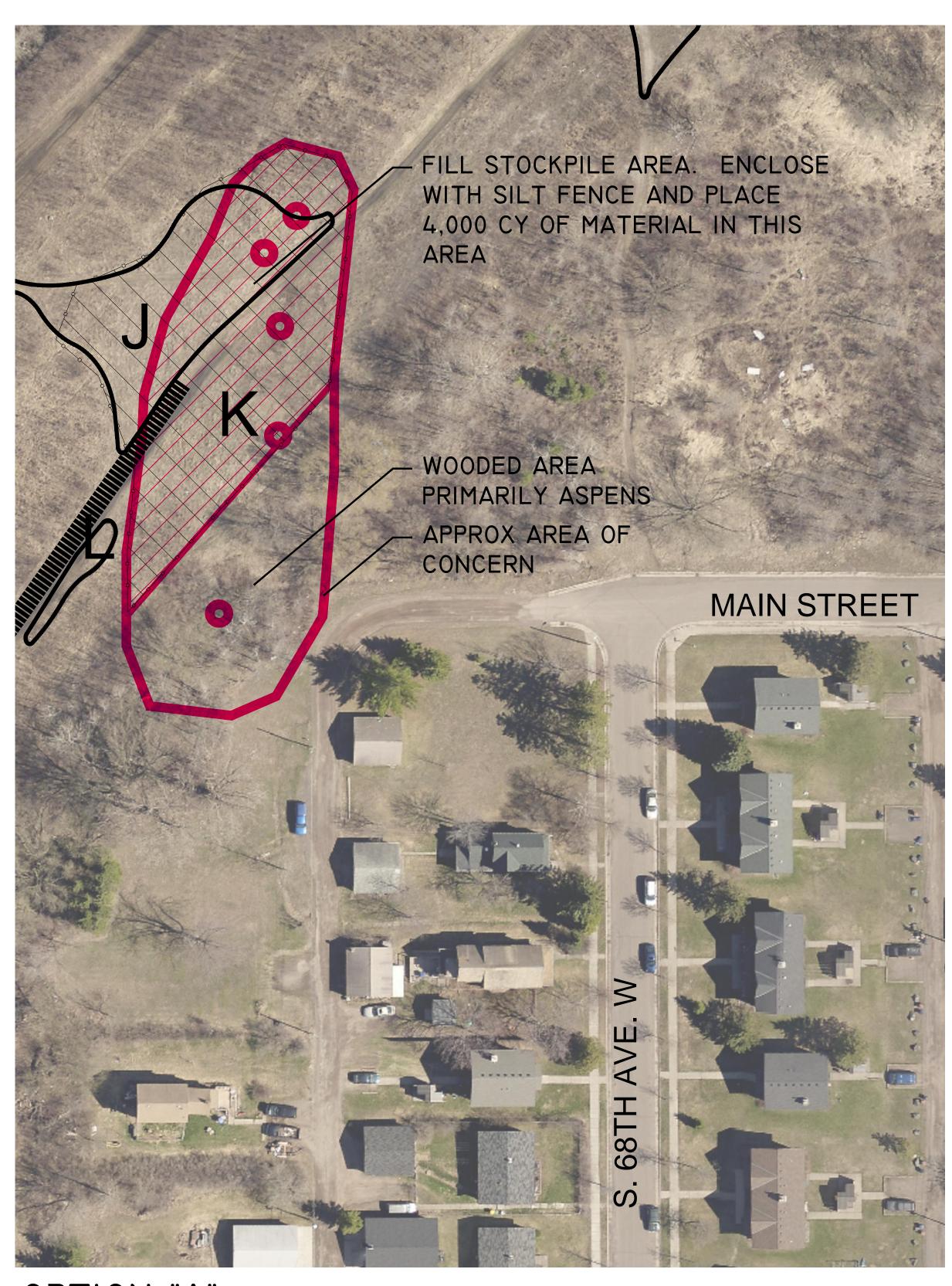


STAGING PLAN

8/17/15 PROJECT NUMBER

15240

LA-I.3



OPTION "A" PLACE 48" OF SOIL IN NON TREE AREAS APPROX. 2400 CY OF SOIL

# OPTION "D"

REMOVE ALL CONTAMINATES, PLACE CLEAN FILL AND RE-VEGETATE



OPTION "B PLACE 48" OF SOIL IN AREA OF CONCERN APPROX. 4100 CY OF SOIL



OPTION "C" PLACE24" OF SOIL AREAS K AND J

AREAS J AND K AREAS HAVE LIMITED VEGETATION

SOIL BORING LEAD EXCEEDANCE



**ASSOCIATES** 

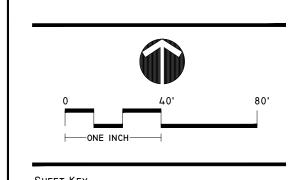
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ISSUE PECODD/PEVISION

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SHEET TITLE	
LEAD	EXCEEDANCE
AREA	ALTERNATIVES
_	0/17/15

PROJECT NUMBER 15240

LA-I.4

# RESPONSIBILITIES

THE PROPERTY OWNER OR CONTRACTOR MUST SUBMIT A COMPLETED NPDES APPLICATION FORM WITH THE \$400 APPLICATION FEE.

THE OWNER AND OPERATOR (USUALLY THE GENERAL CONTRACTOR) ARE JOINTLY RESPONSIBLE FOR ALL TERMS AND CONDITIONS OF THE PERMIT.

PROPERTY OWNER TO SUBMIT NPDES NOTICE OF INTENT PERMIT 7 DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

CONTRACTOR TO SUBMIT NPDES NOTICE OF TERMINATION TO OWNER WITHIN ONE WEEK OF FINAL RESTORATION ACCEPTANCE. OWNER WILL SEND INTO MPCA.

CONTRACTOR TO MONITOR AND REPORT ON STORM WATER MANAGEMENT REQUIREMENTS PER MPCA.

FOR STORM WATER DISCHARGES FROM CONSTRUCTION PROJECTS WHERE THE OWNER OR OPERATOR CHANGES. THE NEW OWNER OR OPERATOR MUST SUBMIT A SUBDIVISION REGISTRATION WITHIN SEVEN (7) DAYS OF ANY OF THE FOLLOWING:

1. ASSUMING OPERATIONAL CONTROL OF THE SITE. 2. COMMENCING WORK ON THEIR PORTION OF THE SITE. 3. LEGAL TRANSFER, SALE OR CLOSING ON THE PROPERTY.

THE CONTRACTOR MUST IDENTIFY A PERSON KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S WHO WILL:

BEFORE AND DURING CONSTRUCTION.

1. OVERSEE THE IMPLEMENTATION OF THE SWPPP 2. OVERSEE THE INSTALLATION, INSPECTION AND MAINTENANCE OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S

THE OWNER MUST IDENTIFY WHO WILL HAVE THE LONG TERM RESPONSIBILITY FOR LONG TERM OPERATION AND MAINTENANCE OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM AND DEVELOP A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL FINAL STABILIZATION AND SUBMITTAL OF THE NOT.

# REQUIREMENTS

THE SWPPP MUST INCLUDE:

1. LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S, INCLUDING PROCEDURES USED TO ESTABLISH ADDITIONAL TEMPORARY BMP'S AS NECESSARY FOR THE SITE CONDITIONS DURING CONSTRUCTION.

2. A SITE MAP WITH EXISTING AND FINAL GRADES.

3. DRAINAGE DIVIDING LINES AND DIRECTION OF FLOWS FOR PRE AND POST-CONSTRUCTION STORM WATER RUNOFF DRAINAGE AREAS.

4. IMPERVIOUS AREAS AND SOIL TYPES.

5. LOCATION OF AREAS NOT TO BE DISTURBED.

6. LOCATION OF AREAS WHERE CONSTRUCTION WILL BE PHASED TO MINIMIZE DURATION OF EXPOSED SOIL AREAS.

7. ALL SURFACE WATERS AND EXISTING WETLANDS. 8. METHODS TO BE USED FOR FINAL STABILIZATION OF ALL EXPOSED SOIL AREAS.

THE PERMITTEE MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMP'S, DESIGNED TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER:

1. THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE.

2. WEATHER OR SEASONAL CONDITIONS THAT HAVE SIGNIFICANT EFFECT ON DISCHARGE.

3. INSPECTION OR INVESTIGATION BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS NOT

4. THE SWPPP IS NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS OR THE SWPPP IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS PERMIT.

5. THE MPCA DETERMINES THAT DISCHARGE MAY CAUSE OR CONTRIBUTE TO NON-ATTAINMENT OF ANY APPLICABLE WATER QUALITY STANDARDS OR THE SWPPP DOES NOT INCORPORATE THE REQUIREMENTS RELATED TO AN APPROVED TOTAL MAXIMUM DAILY LOAD (TMDL): THE RUNOFF FROM THE SITE DISCHARGES TO AN IMPAIRED WATER WHICH HAS AN APPROVED TMDL AND HAS NOT BEEN PROPERLY DETAILED IN THE SWPPP.

STORM WATER PONDS, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT ON-SITE WILL BE CONSTRUCTED AS A FIRST STEP IN GRADING, AND WILL BE MADE FUNCTIONAL BEFORE LAND DISTURBANCE TAKES PLACE UPSLOPE. EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS MUST BE SEEDED AND MULCHED WITHIN 48 HOURS OF INSTALLATION. UTILITY AND PAVING WORK WILL COMMENCE UPON COMPLETION OF THE GRADING OPERATIONS. ALL EROSION CONTROL MEASURES AND PROTECTIVE FENCING MUST BE INSTALLED PRIOR TO BEGINNING OF ANY GRADING.

RESPREAD TOPSOIL AND ESTABLISH TURF ON ALL ROUGH GRADED AREAS OTHER THAN THOSE DESIGNATED FOR PADS, BITUMINOUS, AND CONCRETE WITHIN 48 HOURS AFTER COMPLETION OF EARTH MOVING. GENERAL AREA SEED MIX: MNDOT SPEC. 3876.2 MIXTURE 130B. MULCH: MNDOT TYPE 1 DISC ANCHORED, 2 TONS PER ACRE. FERTILIZER: COMMERCIAL 10/10/10 (PHOSPHATE LIMITED TO NO MORE THAN 400 LBS. PER ACRE)

RESPREAD TOPSOIL AND ESTABLISH TURF ON ALL FINAL GRADED AREAS WITHIN 72 HOURS AFTER COMPLETION OF FINAL GRADING GENERAL AREA SEED MIX: MNDOT SPEC. 3876.2 MIXTURE 50B. MULCH: MNDOT TYPE 1 DISC ANCHORED, 2 TONS PER ACRE FERTILIZER: COMMERCIAL 10/10/10 (PHOSPHATE LIMITED TO NO MORE THAN 400 LBS/AC)

MAINTAIN ALL EROSION CONTROL ITEMS, REMOVE ACCUMULATED SEDIMENTS, CLEAN UP MUD TRACKED FROM THE SITE ON TO ADJACENT STREETS, AND CONTROL DUST (PER MNDOT SPEC 2130 AS NECESSARY TO ELIMINATE SIGNIFICANT DUST PER REQUIREMENTS OF ENGINEER, OWNER, AND/OR CITY, UNTIL SUCH TIME AS THE ENGINEER HAS ACCEPTED THE WORK.

TEMPORARY STOCKPILES MAY BE LEFT ON THE SITE FOR USE IN BACKFILL REPLENISHMENT. STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE BMP'S TO CONTROL RUNOFF. STOCKPILES CANNOT BE PLACED IN SURFACE WATER CONVEYANCE DEVICES (CURB AND GUTTER, SWALES OR DITCHES). TOPSOIL WILL BE RESPREAD PROGRESSIVELY AS THE GRADING WORK CONTINUES. IF STOCKPILES ARE TO REMAIN FOR MORE THAN 60 DAYS, TEMPORARY SEEDING MUST BE PLACED.

THE PERMITTEE MUST IMPLEMENT THE SWPPP AND INSTALL BMP'S IDENTIFIED IN THE SWPPP IN AN APPROPRIATE AND FUNCTIONAL

THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED ON THE SITE BEFORE DEVELOPMENT BEGINS.

ALL EXPOSED AREAS WITH A CONTINUOUS POSITIVE SLOPE WITHIN 200 FEET OF A SURFACE WATER MUST HAVE TEMPORARY EROSION PROTECTION OR PERMANENT COVER FOR THE EXPOSED SOIL AREA. YEAR ROUND. WITH THE FOLLOWING MAXIMUM TIMES AND AREA CAN REMAIN OPEN WHEN THE AREA IS NOT ACTIVELY BEING WORKED:

1. SLOPES STEEPER THAN 3:1 (7 DAYS). 2. SLOPES OF 10:1 TO 3:1 (14 DAYS).

SURFACE WATER.

3. SLOPES OF 10:1 OR FLATTER (21 DAYS).

THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH THAT DRAINS WATER FROM A CONSTRUCTION SITE OR DIVERTS WATER AROUND A SITE, MUST BE STABILIZED WITHIN 200 FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE TO ANY SURFACE WATER WITHIN 24 HOURS OF CONNECTING TO A

THE OWNER WILL INSPECT SILT FENCE PRIOR TO ANY LAND ALTERATION. ALL SILT FENCE SHALL BE CONSTRUCTED WITH WOOD OR STEEL POSTS (SEE DETAIL).

ALL EROSION CONTROL MEASURES MUST BE INSTALLED AND MAINTAINED ACCORDING TO THE DETAILS INCLUDED IN THE CONSTRUCTION DOCUMENTS. ALL SILT MUST BE REMOVED FROM SILT FENCE WHEN IT REACHES A HEIGHT EQUAL TO ONE—THIRD OF THE HEIGHT OF THE SILT FENCE. THE CONTRACTOR MUST PERFORM ANY CORRECTIVE MEASURES ORDERED BY THE OWNER, LOCAL GOVERNMENT UNIT, OR MPCA WITHIN 24 HOURS OF SUCH NOTICE. THE CONTRACTOR SHALL ALSO PLACE ANY ADDITIONAL EROSION CONTROL MEASURES DEEMED NECESSARY BY THE OWNER OR MPCA WITHIN 24 HOURS OF NOTICE. ALL MEASURES MUST BE REPLACED OR REPAIRED WITH THE APPROVAL OF OWNER, AND MPCA, WHEN THEY BECOME NONFUNCTIONAL. ORANGE POLY SNOW FENCING MUST BE PLACED AROUND ALL NATURAL FEATURES THAT ARE TO BE PRESERVED. THIS INCLUDES ALL TREES, WETLANDS, SLOPES, ETC. IN LOCATIONS WHERE PLACEMENT OF PROTECTION FENCING COINCIDES WITH THE PLACEMENT OF SILT FENCE, THE TOP PORTION OF THE SILT FENCE MAY BE PAINTED ORANGE AND CAUTION RIBBON MAY BE INSTALLED IN ACCORDANCE WITH THE DETAIL PROVIDED IN THE CONSTRUCTION SPECIFICATION. RIBBON MUST BE MAINTAINED AT ALL TIMES IF THIS ALTERNATIVE IS TO BE USED.

CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING EXISTING PAVED SURFACES CLEAN OF SEDIMENT BY STREET SWEEPING ROADWAYS WHEN A SIGNIFICANT ACCUMULATION OF SEDIMENT OCCURS ON THESE SURFACES. ANY SEDIMENT TRACKED OFF-SITE IS TO BE REMOVED WITHIN 24 HOURS. SWEEPING MUST ALSO OCCUR WHEN DIRECTED BY THE CITY.

THE CONTRACTOR IS TO PLACE A THREE FOOT WIDE STRIP OF SOD BEHIND THE CURB FOLLOWING BACKFILLING TO PREVENT EROSION IN THIS AREA.

CONTRACTOR TO PROVIDE DANDY BAG PROTECTION AT ALL CATCH BASIN INLETS (SEE DETAIL).

EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL SLOPES 3:1

TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND SEDIMENT REMOVED ONCE THE SEDIMENT COLLECTED REACHES ONE—THIRD THE STORAGE VOLUME WITHIN 72 HOURS, AS FIELD CONDITIONS ALLOW.

ALL SEDIMENT DEPOSITS WITHIN SURFACE WATERS MUST BE REMOVED AND RESTABILIZED WITHIN 7 DAYS OF DISCOVERY. THIS INCLUDES DELTAS AND STORM SEWER SEDIMENT DEPOSITS.

INFILTRATION/FILTRATION SYSTEMS SHOULD NOT BE EXCAVATED TO FINAL GRADE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN

DURING EXCAVATION, SEDIMENT AND EROSION CONTROL DEVICES SHOULD BE UTILIZED TO PREVENT SEDIMENTATION AND THE AREA MUST BE STAKED OFF AND MARKED SO THAT HEAVY CONSTRUCTION EQUIPMENT WILL NOT COMPACT THE SOIL.

ON-SITE TESTING MUST BE CONDUCTED TO VERIFY THAT A MINIMUM OF 3 FEET OF SEPARATION FROM BEDROCK OR SATURATED SOIL IS ACHIEVED.

ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION IS REACHING THE INFILTRATION AREA.

SEDIMENT CONTROL DEVICES MUST BE USED TO MINIMIZE SEDIMENT ENTERING SURFACE WATER, INCLUDING CURB AND GUTTER AND STORM SEWER INLETS.

IF THE DOWN GRADIENT TREATMENT SYSTEM IS OVER LOADED, THE SWPPP MUST BE AMENDED.

PERMIT REQUIRES THAT THERE BE NO UNBROKEN SLOPE LENGTH GREATER THAN 75' FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER.

ALL DOWN GRADIENT PERIMETER SEDIMENT CONTROLS SHOULD BE IN PLACE BEFORE ANY UP GRADIENT DISTURBANCE BEGINS, AND MAINTAINED UNTIL FINAL STABILIZATION.

TIMING AND INSTALLATION OF SEDIMENT CONTROL DEVICES CAN BE ADJUSTED TO ACCOMMODATE SHORT TERM ACTIVITIES SUCH AS CLEARING AND GRUBBING.

ALL STORM DRAIN INLETS MUST BE PROTECTED WITH BMP'S

ROCK CONSTRUCTION ENTRANCES OR EQUIVALENT SYSTEM MUST BE USED TO MINIMIZE TRACKING FROM SITE.

DEWATERING ACTIVITIES THAT MAY HAVE SEDIMENT-LADEN DISCHARGE MUST DISCHARGE INTO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN WHEN POSSIBLE. OTHERWISE IT MUST BE DISCHARGED THROUGH SOME FORM OF BMP.

ALL OUTFLOWS FROM BMP'S MUST HAVE APPROVED ENERGY DISSIPATION SUCH AS RIP RAP.

THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES UPON ESTABLISHMENT OF FINAL MEASURES AND SITE STABILIZATION. CONTRACTOR SHALL OVER EXCAVATE TEMPORARY SEDIMENT POND BOTTOM IF POOR SUBSOILS BECOME SATURATED AND REPLACE WITH COMPACTED FILL MATERIAL PER REQUIREMENTS OF GEOTECHNICAL REPORT.

# INSPECTION AND RECORD RETENTION

THE SWPPP, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THE PORTION OF THE SITE. ALL OWNERS MUST KEEP THE SWPPP ON FILE FOR THREE YEARS AFTER THE SUBMITTAL OF THE NOTICE OF TERMINATION, INCLUDING THE FOLLOWING INFORMATION:

1. ANY OTHER PERMITS REQUIRED FOR THE PROJECT.

2. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION.

3. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED. INCLUDING ALL RIGHT OF WAY. CONTRACTS, COVENANTS, AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE.

4. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS.

THE PERMITTEE MUST ROUTINELY INSPECT THE SITE ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING AND RETAINED WITH THE SWPPP.

IN AREAS OF PROJECT WHERE FINAL STABILIZATION IS COMPLETE. INSPECTIONS CAN BE REDUCED TO ONCE A MONTH.

INSPECTIONS CAN BE SUSPENDED DUE TO FROZEN GROUND CONDITIONS UNTIL FIRST RUNOFF OCCURS OR CONSTRUCTION ACTIVITIES RESUME.

LANDSCAPE ARCHITECTURE

**ASSOCIATES** 

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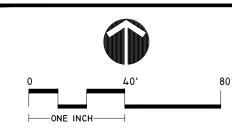
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ISSUE RECORD/REVISION

DATE

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SHEET KEY

**EROSION CONTROL** NOTES 8/17/15 DATE: LWS

LWS CHECKED BY: PROJECT NUMBER 15240

SHEET NUMBER

EC-I.I

# NOTICE OF TERMINATION

PERMITTEE MUST ENSURE FINAL STABILIZATION OF THE SITE AND SUBMIT THE NOT WITHIN 30 DAYS OF FINAL STABILIZATION. FINAL STABILIZATION CAN BE ACHIEVED IN THE FOLLOWING WAY: 1. ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OVER THE ENTIRE PERVIOUS SURFACE HAS BEEN ACHIEVED

-STABILIZATION OF DITCHES AND SWALES. -REMOVAL OF ALL TEMPORARY SYNTHETIC & STRUCTURAL

AND PERMANENT WATER QUALITY BASINS.

BMP'S. -REMOVAL OF SEDIMENTS FROM STORM WATER CONVEYANCES

# STORM WATER POLLUTION PREVENTION PLAN (SWPPP) For Construction Activities DATE: 5-12-15

1. BACK-OF-CURB DOWN GRADIENT EROSION CONTROL SHALL BE INSTALLED PRIOR TO BASEMENT/FOUNDATION EXCAVATION. (BACK-OF CURB DOWN GRADIENT EROSION CONTROL MAY BE REMOVED FOR A TIME PERIOD NO LONGER THAN 48 HOURS FOR BUILDING EXCAVATION AND FOR FINAL GRADE PRIOR TO SOD)

2. ROCK ENTRANCES SHALL BE INSTALLED PRIOR TO BASEMENT/FOUNDATION EXCAVATION

3. ALL STORM DRAIN INLETS THAT RECEIVE DISCHARGE FROM THE LOT UNDER CONSTRUCTION SHALL BE PROTECTED PRIOR TO BASEMENT/FOUNDATION EXCAVATION.

4. PERIMETER EROSION CONTROL SHALL BE INSTALLED PRIOR TO BASEMENT/FOUNDATION EXCAVATION IF ADJACENT LOTS, OPEN AREAS, WETLANDS, OR STORM PONDS ARE AT FINAL STABILIZATION.

5. A TRUCK MOUNTED CONCRETE WASHOUT IS REQUIRED AND SHALL MEET THE PROPER BMP EROSION CONTROL PROVISIONS.

6. STREETS SHALL BE SWEPT ONCE WEEKLY, EXCEPT DURING FROZEN GROUND CONDITIONS.

7. ROCK ENTRANCES SHALL BE INSTALLED FOR OFF STREET ACCESS TO VACANT LOTS FOR PURPOSES OF STORING MATERIALS, SETTING DUMPSTERS OR PARKING.

8. ALL BMPS SHALL BE MAINTAINED UNTIL FINAL STABILIZATION.

9. BMPS MAY NOT BE IN PLACE DUE TO FROZEN GROUND CONDITIONS, BUT SHALL BE INSTALLED AFTER SPRING THAW.

# SEQUENCE OF CONSTRUCTION

1. CONTRACTOR TO VERIFY THAT ALL PERMITS HAVE BEEN OBTAINED.

2. CONTRACTOR TO SCHEDULE FIELD MEETING WITH OWNER

3. CONTRACTOR TO INSTALL ALL PERIMETER SEDIMENT CONTROL DEVICES, CONSTRUCTION ENTRANCES AND PROTECTIVE FENCING FOR TREES, DITCHES, EXISTING WATER BODIES AND AREAS TO REMAIN UNDISTURBED.

4. CONTRACTOR TO CONSTRUCT STORMWATER AND/OR TEMPORARY SEDIMENTATION BASINS.

5. CONTRACTOR TO CONTACT OWNER FOR APPROVAL OF SEDIMENT CONTROL DEVICES.

6. CONTRACTOR TO ROUGH GRADE SITE AND INSTALL UTILITIES.

7. CONTRACTOR TO INSTALL TEMPORARY EROSION CONTROL DEVICES AS NECESSARY, CONTRACTOR TO FILL TEMPORARY SEDIMENTATION BASINS, COMPACTING TO SPECIFIED DENSITIES. REMOVE ALL UNSUITABLE SEDIMENT PER RECOMMENDATION OF GEOTECHNICAL

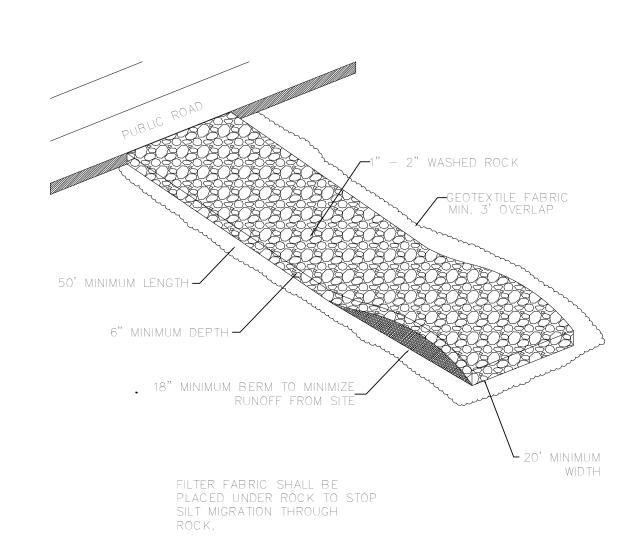
8. CONTRACTOR TO INSTALL SUBBASE AND BASE FOR PAVEMENT.

9. CONTRACTOR TO INSTALL BITUMINOUS SURFACE.

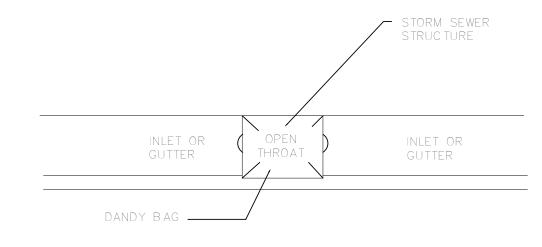
10. CONTRACTOR TO INSTALL EROSION CONTROL BLANKETS WITH PERMANENT SEED MIX.

11. CONTRACTOR TO REMOVE SEDIMENT CONTROL DEVICES WITHIN TWO WEEKS OF WITHIN TWO WEEKS OF FINAL STABILIZATION.

12. SUBMIT NOTICE OF TERMINATION WITHIN 30 DAYS OF FINAL STABILIZATION.



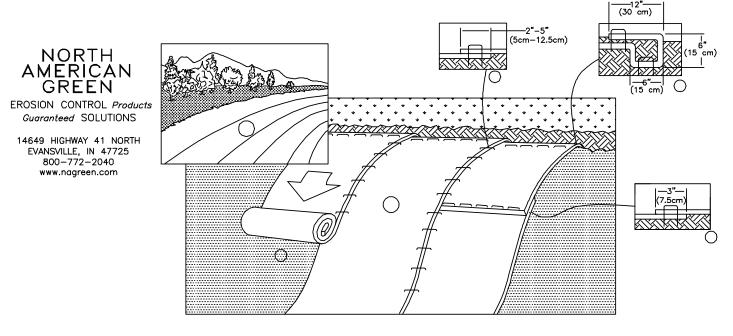
# ROCK CONSTRUCTION ENTRANCE



TEMPORARY BARRIER USING DANDY BAGS TO PREVENT SEDIMENT-LADEN WATER FROM ENTERING THE STORM SEWER SYSTEM DURING CONSTRUCTION.

# DANDY BAG PROTECTION

### SLOPE INSTALLATION



1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.

NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN. 2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S.

3. ROLL THE RECP's (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP's WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RÉCP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM. STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.

4. THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING

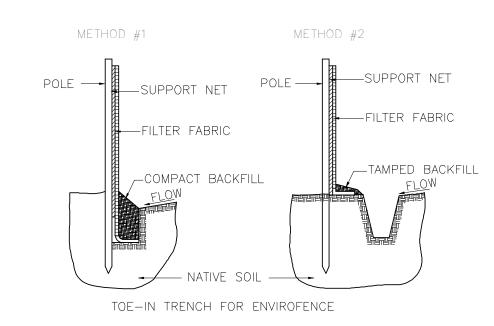
5. CONSECUTIVE RECP'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH.

\*IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

# SLOPE PROTECTION

- 1. PLACE THE SEDIMENTATION CONTROL FABRIC SIDE OF THE FENCE IN THE DIRECTION OF THE ANTICIPATED SEDIMENT FLOW (NET SIDE OF THE SYSTEM AWAY FROM THE FLOW), AND POSITION THE POLES
- AGAINST THE BACK OF THE TRENCH. 2. USE A #5 SLEDGE HAMMER OR SIMILAR DEVICE TO DRIVE THE POLES INTO THE GROUND UNTIL THE BOTTOM OF THE INDUSTRIAL NETTING
- IS APPROXIMATELY 2" BELOW GROUND LEVEL (SEE DIAGRAM). 3. LAY THE BOTTOM 6" OF SEDIMENTATION CONTROL FABRIC IN THE

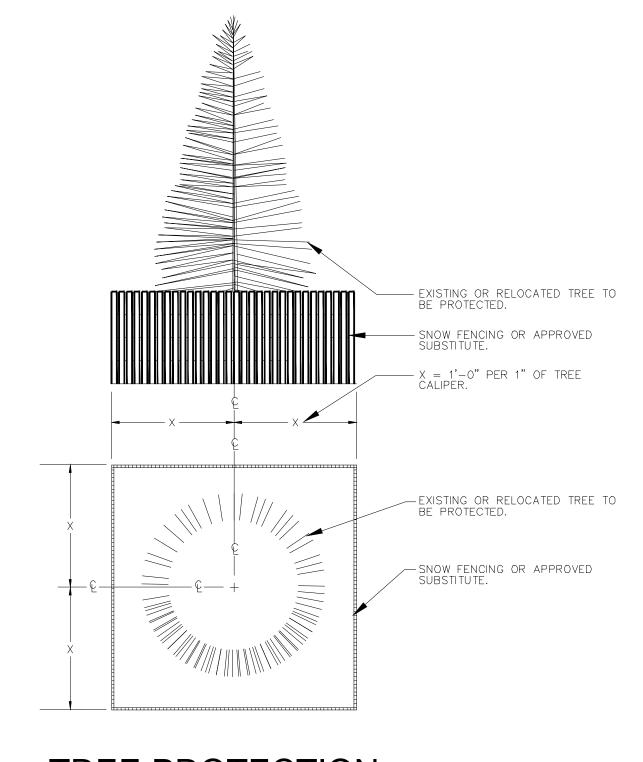
4. BACKFILL THE TRENCH WITH NATIVE SOIL AND COMPACT



METHOD #2

1. LAY THE BOTTOM 6" OF SEDIMENTATION CONTROL FABRIC NETTING ON THE NATIVE SOIL, ONE TO TWO FEET BEHIND THE TRENCH. 2. PLACE BACKFILL ON THE FABRIC AS SHOWN (SEE FIGURE), AND TAMP FIRM WITH FOOT TO PREVENT LEAKAGE UNDER THE ENVIROFENCE

# SILT FENCE



TREE PROTECTION

LANDSCAPE ARCHITECTURE

**ASSOCIATES** 

219 WEST FIRST STREET, SUITE 350

WWW.SASLANDARCH.COM

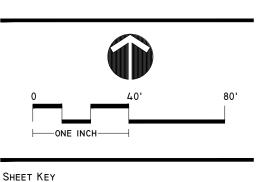
Duluth, MN 55802 (P) 218.391.1335

(F) 218.722.6697

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**EROSION CONTROL** NOTES AND DETAILS

8/17/15 LWS LWS CHECKED BY:

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