# LICENSE AGREEMENT BETWEEN CITY OF DULUTH AND STATE OF MINNESOTA

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between the STATE OF MINNESOTA, by and through its Commissioner of Transportation (the "State"), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of Minnesota ("City").

The parties acknowledge the following:

- A. City owns the real property located in the Fond du Lac neighborhood of Duluth, St. Louis County, Minnesota that is legally described on the attached Exhibit A and used for open space purposes (the "City Property"). The City Property is depicted on the attached Exhibit B.
- B. The State of Minnesota's Office of the State Archeologist has designated or will designate the boundaries of the Mission Creek Cemetery site (the "Site"), which includes a portion of the City Property and additional property owned by third parties.
- C. The State has developed plans and specifications for a culturally appropriate landscape design for the Site, which are attached as Exhibit C (the "Plans"), and the State desires to construct and install a landscaping project based on the Plans on the Site (the "Project"). The Project is summarized as follows:
  - 1. Remove the existing West 4th Street and 132nd Avenue West bituminous surface, as shown on Exhibit B, then place soil and complete plantings on those areas (on the City Property);
  - 2. Remove existing drainage culverts (two culverts total on the City Property);
  - 3. Construct a stone boundary wall at the base of the slope (within the Site);
  - 4. Construct a gravel trail to a small sitting area (on the City Property);
  - 5. Construct a natural waterway section to transport spring water across the Site to the ditch at the base of the slope and then to Mission Creek (within the Site);
  - 6. Construct a welcome area including interpretive monuments at the base of the slope and the stone boundary wall (within the Site);
  - 7. Place topsoil over areas that have been disturbed by previous construction operations (within the Site); and
  - 8. Establish native plant communities consisting of mixed forest species and native understory with the anticipation of 100% cover in non-vegetated areas and 25% cover in areas with existing vegetation (within the Site), and maintain the plantings until the end of the Term (defined below).

- D. The State, pursuant to a separate authorization, also intends to construct a public street within the platted 134<sup>th</sup> Avenue West right of way lying adjacent to the Site, which will eliminate the public need for the existing West 4th Street and 132nd Avenue West within the Site.
- E. The State and City desire to enter into this Agreement to allow the State to enter onto the City Property to construct the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## 1. THE LICENSE.

- A. Subject to the terms and conditions set forth in this Agreement, City grants to the State a license to enter onto the City Property for the purpose of constructing the Project.
- B. The State shall not make any alterations or improvements to the City Property, except those described in the Plans, without the prior written consent of City and then only upon the terms and conditions which may be imposed by City. The Plans shall not be modified without the prior written approval of City, which approval shall not be unreasonably withheld or delayed. Any proposed modification to the Plans shall be presented in writing to Tom Pfeffer, Senior Engineer, or his designee, who shall have the authority to approve or reject the proposed modifications to the Plans on behalf of City.
- C. The State understands and acknowledges that there are deed restrictions encumbering the City Property that restrict the use of the City Property to open space in perpetuity (the "Deed Restrictions"). The Deed Restrictions are contained in those documents recorded in the Office of the St. Louis County Registrar of Titles as Document Nos. 929231 and 996231, copies of which the State acknowledges having received. The State shall comply with the Deed Restrictions.
- D. Nothing in this Agreement obligates the City to maintain the Site or any improvements installed by the State during or after completion of the Project. The State shall maintain the plantings located on the City Property through the end of the Term.
- E. West 4<sup>th</sup> Street and 132<sup>nd</sup> Avenue West, as shown on Exhibit B, must remain open and accessible to the public until the new portion of 134<sup>th</sup> Avenue West is constructed by the State and opened for public use. The State may not remove the existing West 4<sup>th</sup> Street or 132<sup>nd</sup> Avenue West bituminous surface until construction of 134th Avenue West is completed AND 134th Avenue West is opened for public use.
- 2. <u>TERM OF THE AGREEMENT</u>. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on July 1, 2020, and shall continue through December 31, 2023, unless earlier terminated (the "Term").

## 3. LICENSE FEE.

- A. The State shall have the use of the City Property at no cost. The State shall be responsible to pay for all costs associated with its use of the City Property and for construction of the Project.
- B. City, as the fee owner of the City Property, understands that it is not required to surrender possession of the City Property without just compensation and is not required to surrender lawfully occupied City-owned property without at least 90 days notice. By signing this Agreement, City waives these rights.
- C. To the extent this Agreement imposes obligations on the State that require the expenditure of funds by the State, such obligations are contingent upon and subject to the Minnesota Legislature appropriating funds for such obligations. If there is no appropriation of funding for all or part of any such obligation, the State shall make a good faith effort to secure funding to cover the obligation.
- 4. <u>LIMITED USE</u>. The State may use the City Property as expressly permitted by this Agreement and for no other purpose. Any activities not approved by City's Property and Facilities Manager may be grounds for termination of this Agreement.

## 5. <u>TERMINATION OR EXPIRATION.</u>

- A. <u>For Cause</u>. City may terminate this Agreement for the material breach by the State of any provision of this Agreement if such breach is not cured to the satisfaction of City within thirty (30) days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the actions necessary to remedy the breach. Violation of the Deed Restrictions shall be deemed a material breach permitting City to terminate this Agreement pursuant to this provision.
- B. <u>Immediately</u>. City may terminate this Agreement immediately on notice to the State if City believes in good faith that the health, welfare, or safety of occupants or neighbors of the City Property would be placed in immediate jeopardy by the continuation of this Agreement.
- C. <u>Conveyance</u>. In the event that title to any portion of the City Property is transferred or conveyed to the State or a third party, this Agreement shall terminate as to the portion of the City Property that is transferred or conveyed, and shall continue as to the remainder, if any, of the City Property.
- D. <u>Surrender Possession</u>. Upon termination or expiration of this Agreement for any reason, the State will surrender possession of the City Property to City and shall restore the City Property to substantially the same condition as at the time the State took possession of the City Property or as stated in the Plans. The State shall reimburse City upon demand the reasonable costs incurred by City to repair any damage done to the

City Property by the State, its employees, servants, agents, contractors, invitees, and licensees.

- 6. <u>CITY WARRANTY</u>. City makes no representation that the City Property is suitable for any particular purpose or specific use and the State accepts the City Property in "as is" condition without representations or warranties of any kind.
- 7. <u>ADDITIONAL AUTHORIZATION</u>. The State acknowledges that (i) this Agreement only provides a license to use the City Property to complete its Project; and (ii) it is responsible to obtain written permission from all other owners claiming a right, title, or interest in the real property affected by the Project. The State shall obtain the proper permits, licenses, or other permissions needed from various local, state, and/or federal agencies and other third parties to complete the Project.
- 8. <u>HOLD HARMLESS</u>. City and the State shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter §3.736 and other applicable law. The City's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.
- 9. INSURANCE. During the Term, the State shall either (i) have such insurance coverage as will protect the State and City against risk of loss or damage to the City Property and any other property of City located or used at the City Property by the State and against claims which may arise or result from the use of the City Property by the State during the Term, or (ii) retain the risk of loss through self-insurance. Automobile and Public Liability Insurance policies shall be 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 not less than \$1,500,000 for property damage liability. Insurance policies required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the state of Minnesota and licensed to do business in Minnesota (or through a program of self-insurance). Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the obligations set forth herein, and products - completed operations. The State shall provide City with Certificate(s) of Insurance or self-insurance letter(s) evidencing the required insurance coverage, with 30-day notice of cancellation, non-renewal, or material change provisions included. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect the State's interests and liabilities. The required insurance policies and certificates shall be in form acceptable to the City Attorney and shall name City as an additional insured. City reserves the right to require the State to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time, unless the municipal liability limits exceed the limits set forth in Minn. Stat. § 3.736, subd. 4.

- 10. <u>INDEPENDENT CONTRACTOR</u>. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the State or the State's personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. The State and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of the State's employees or agents while so engaged, shall in no way be the responsibility of City.
- 11. <u>ASSIGNMENT</u>. The State shall not in any way assign or transfer its rights or interests under this Agreement.

## 12. LAWS, RULES AND REGULATIONS.

- A. The State shall conduct its activities related to the City Property in strict compliance with the United States Constitution and with all applicable laws, rules, and regulations. The State shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.
- B. The State shall procure, at the State's expense, all licenses and permits necessary for carrying out its obligations under this Agreement and completing the Study.
- 13. <u>RECORDS RETENTION</u>. The State shall maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.
- 14. <u>DATA PRACTICES</u>. City and the State shall comply with the Minnesota Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data relating to this Agreement.
- 15. <u>WAIVER</u>. The waiver by City or the State of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition in this Agreement.
- 16. <u>SEVERABILITY</u>. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 17. <u>NO THIRD PARTY RIGHTS</u>. This Agreement is to be construed and understood solely as an agreement between the State and City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party

beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

18. <u>NOTICES</u>. Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Minnesota Department of Transportation
Attn: John Hinzmann

City of Duluth
Attn: Property and Facilities Manager

1123 Mesaba Avenue1532 W. Michigan StreetDuluth, MN 55811Duluth, Minnesota, 55806

(218) 725-2760 (218) 730-4430

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

- 19. <u>COMPLIANCE WITH AGREEMENT</u>. The right of the State to use the City Property is subject to the State's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.
- 20. <u>APPLICABLE LAW</u>. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota.
- 21. <u>AMENDMENTS</u>. Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.
- 22. <u>AUTHORITY TO EXECUTE AGREEMENT</u>. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.
- 23. <u>ENTIRE AGREEMENT</u>. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.
- 24. <u>RECORDING</u>. Neither party shall record this Agreement in the St. Louis County real estate records without the prior written permission of the other party.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date as indicated below.

CITY OF DULUTH, MINNESOTA	THE STATE OF MINNESOTA, acting through its Commissioner of Transportation
By:	By:
ATTEST:	Its:Printed Name:
City Clerk	Dated:
Dated:	_
COUNTERSIGNED:	
City Auditor	_
APPROVED AS TO FORM:	
City Attorney	_

## **EXHIBIT A**

North 52 feet of Lots 41, 43, 45 and 47 on Glass Street (formerly Fourth Street), FOND DU LAC

and

Those portions of Lots 49 and 51 on said Glass Street lying North of a straight line extending from a point in the West line of said Lot 49 distant 52 feet South, measured along said West line from the Northwest corner thereof, to a point in the East line of said Lot 51, distant 38.1 feet South measured along the East line of said Lot 51, from the northeast corner thereof, all in FOND DU LAC.

CITY OF DULUTH, THAT PART OF LOTS 21 THRU 39 ODD NO LOTS LYING 20 FT NLY AND 20 FT SLY OF A LINE BEG AT A PT ON THE W LINE OF LOT 21 13.56 FT S OF THE NW COR OF LOT 21 THENCE TO A PT 54.83 FT S OF THE NE COR ALONG THE E LINE OF LOT 39 & THE SLY 46 FT OF THE NLY 98 FT OF LOTS 41 43 45 & THAT PART OF LOTS 47 THRU 57 ODD NO LOTS DESCRIBED AS BEG AT A PT ON W LINE OF LOT 47 52 FT S OF NW COR OF LOT 47 THENCE ELY 40 FT TO A PT ON E LINE OF LOT 47 52 FT S OF THE NE COR OF LOT 47 THENCE NELY 81.22 FT TO A PT ON E LINE OF LOT 51 38.1 FT S OF NE COR OF LOT 51 THENCE N 17.3 FT TO A PT ON E LINE OF LOT 51 20.8 FT S OF THE NE COR OF LOT 51 THENCE NELY 82.68 FT TO NW COR OF LOT 57 THENCE E 40 FT TO NE COR OF LOT 57 THENCE S 64.1 FT ALONG E LINE OF LOT 57 THENCE SWLY 242.22 FT TO A PT ON W LINE OF LOT 47 98 FT S OF THE NW COR OF LOT 47 THENCE N 46 FT ALONG W LINE OF LOT 47 TO PT OF BEG & LOT 59, FOND DU LAC FOURTH, STREET DULUTH,



Printed Date: 5/6/2020

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this man/data not be redistributed to any narty in whole or in part.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

## **EXHIBIT B**

City Property





) 137.5 275 Feet

## MINNESOTA DEPARTMENT OF TRANSPORTATION

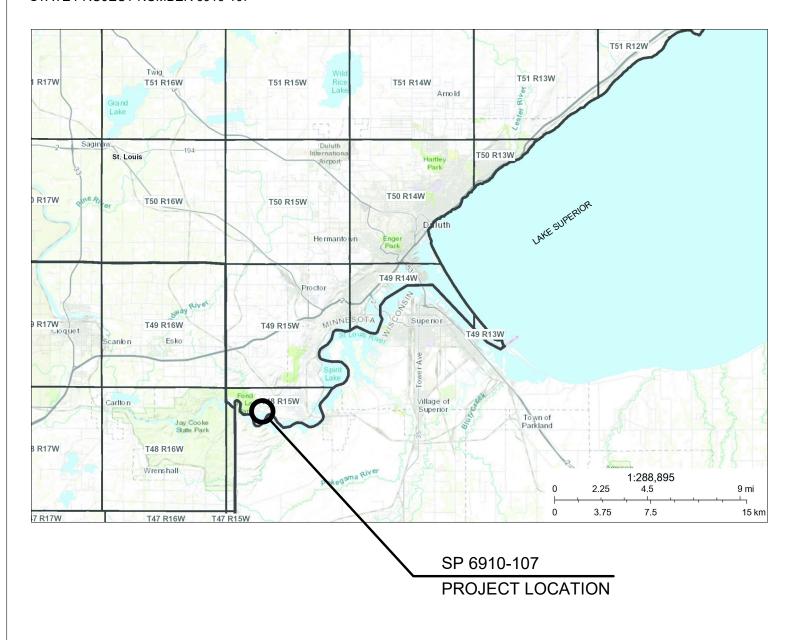
## MISSION CREEK CEMETERY

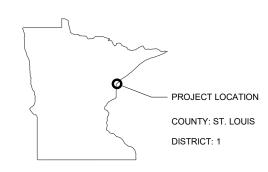
CONSTRUCTION PLAN FOR GRADING, DRAINAGE, AND LANDSCAPE

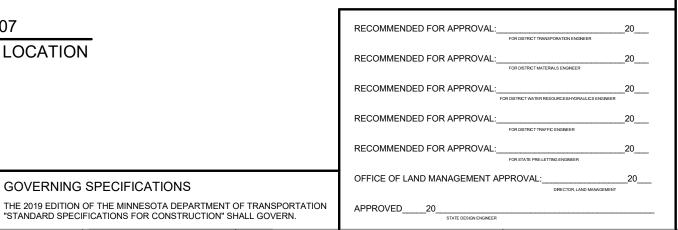
PROJECT DESCRIPTION: MN 23 FROM JCT MN 210 TO MISSION CREEK. MISSION CREEK CEMETERY LANDSCAPING.(TIED 6910-106)

PROJECT TERMINI: Ref. Pt. 335+00.955 to Ref. Pt. 336+00.167 (0.21 Ml.)

STATE PROJECT NUMBER 6910-107







CHECKED BY: SWG

HEREBY CERTIFY THAT THIS SHEET 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.

SIGNATURE: DATE: 03/23/20

2500 UNIVERSITY AVE. W #C8 LIC. NO. ##### ST. PAUL, MN 55114 | 651.340.8568

"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

**GOVERNING SPECIFICATIONS** 



MISSION CREEK CEMETERY TITLE PAGE

SHEET LIST

TITLE PAGE GENERAL NOTES

GENERAL NOTES

OVERALL LAYOUT PLAN NPDES/SWPPP PLAN 1/2

NPDES/SWPPP PLAN 2/2 ORDER OF OPERATIONS

EXISTING CONDITIONS ZONE A EXISTING CONDITIONS ZONE B EXISTING CONDITIONS ZONE C SITE PROTECTION PLAN ZONE A

SITE PROTECTION PLAN ZONE B SITE PROTECTION PLAN ZONE C TEMPORARY EROSION CONTROL ZONE A

DEMOLITION PLAN ZONE A

DEMOLITION PLAN ZONE B

DEMOLITION PLAN ZONE C

SOILS PLAN ZONE A

SOILS PLAN ZONE B

SOILS PLAN ZONE C

SEEDING ZONE A

SEEDING ZONE B

SEEDING ZONE C

WALL PLAN ZONE A

WALL PLAN ZONE B WALL PLAN ZONE C

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FINAL GRADING ZONE A

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TEMPORARY EROSION CONTROL ZONE B

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EXISTING/ROUGH GRADING PLAN ZONE A EXISTING/ROUGH GRADING PLAN ZONE B

EXISTING/ROUGH GRADING PLAN ZONE C

PLANTING PLAN - TREES/SHRUBS - ZONE A

PLANTING PLAN - TREES/SHRUBS - ZONE B

PLANTING PLAN - TREES/SHRUBS - ZONF C

PERMANENT EROSION CONTROL ZONE A

PERMANENT FROSION CONTROL ZONE B PERMANENT EROSION CONROL ZONE C

PATHWAY AND SPACES ZONE A PATHWAYS AND SPACES ZONE B

PATHWAY AND SPACES ZONE C WETLANDS/HYDROLOGY ZONE A WETLANDS/HYDROLOGY ZONE B

WETLANDS/HYDROLOGY ZONE C

STATEMENT OF ESTIMATED QUANTITIES

SHEET NUMBER

L13

L15

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SHEET NAME

STATE PROJ. NO. 6910-107

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## **GENERAL NOTES EXISTING CONDITIONS:** 2. 3. 4 6.

9. SITE PROTECTION 1. 2. 3.

6. 7. 8. 9.

7. 8.

4 5.

TEMP AND PERMANENT EROSION 2. 3. 5.

6. 7. 8.

**DEMOLITION** 

2. 3. 4 5. 6. 7. 8. 9.

**GRADING** 1. 2. 3. 4

5. 6. 7. 8. 9. SOILS:

2. 3. 4

SEEDING:

1. 2. 3.

TREE AND SHRUB PLANTING

1. 2. 3.

DRAWN BY: Author

| I HEREBY CERTIFY THAT THIS SHEET WAS | SIGNATURE: |
| PREPARED BY ME OR UNDER MY DIRECT SUPERVISION | PRINTED NAME: |
| CHECKED BY: Checket NDER THE LAWS OF THE STATE OF MINNESOTA. | DATE: 03/23/20

2500 UNIVERSITY AVE. W #C8 LIC. NO. \_#### ST. PAUL, MN 55114 | 651.340.8568



MISSION CREEK CEMETERY **GENERAL NOTES** 

STATE PROJ. NO. 6910-107

Sheet No. L2 of LXX Sheets

## **GENERAL NOTES**

STREAM CONSTRUCTION: 2. 3. 4 5. 6. 7. 8. 9. **EXISTING WETLANDS** 1. 2. 3. 4 5. 6. 7. 8. 9. PROPOSED WETLAND 2. 3. 4 5. 6. 7. 8. DEMOLITION 2. 3. 4 5. 6. 7. 8. 9. **GRADING** 1. 2. 3. 4 5. 6. 7. 8. 9.

DEPARTMENT OF TRANSPORTATION

AREA FOR MORE NOTES:

MISSION CREEK CEMETERY

GENERAL NOTES

STATE PROJ. NO. 6910-107

STATEMENT OF ESTIMATED QUANTITIES						
NOTES	TAB	SHEET NO.	ITEM NO.	DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY

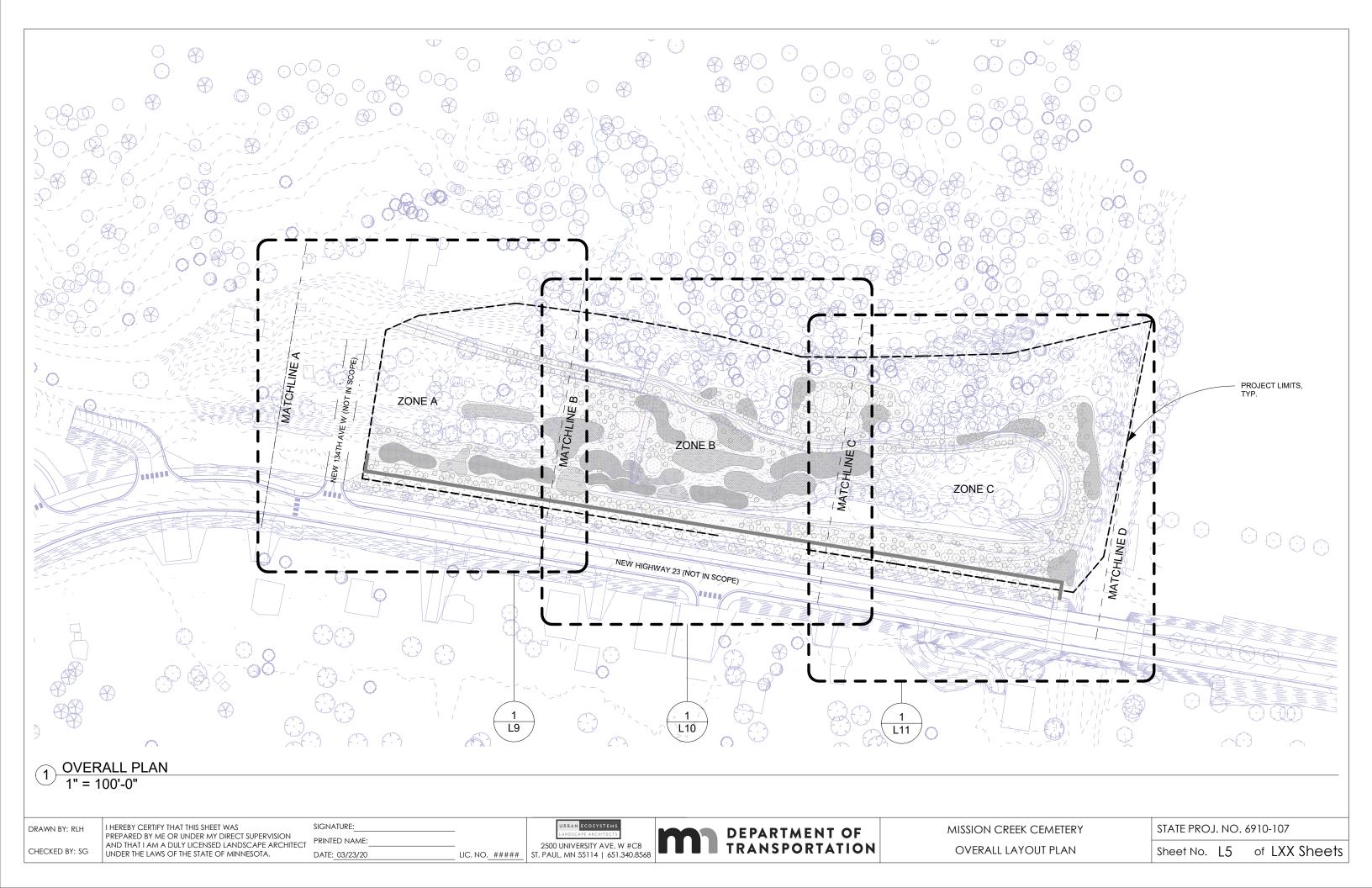
DRAWN BY: Author

| I HEREBY CERTIFY THAT THIS SHEET WAS | SIGNATURE: |
| PREPARED BY ME OR UNDER MY DIRECT SUPERVISION | AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT |
| CHECKED BY: Checket NDER THE LAWS OF THE STATE OF MINNESOTA. | DATE: 03/23/20





MISSION CREEK CEMETERY STATEMENT OF ESTIMATED QUANTITIES STATE PROJ. NO. 6910-107



#### PROJECT SWPPP

This project will include the rough grading, import and placement of planting soil, and seeding/planting within the MnDOT Right of Way. The project will incorporate aesthetic elements such as a stone wall, interpretive space and natural water feature.

#### PROJECT WATERBODIES

The following water bodies are located within one mile of the project limits and receive runoff from the project site. If any of the water bodies are special or impaired waters, the BMPs described in Section 23 of the NPDES permit will apply to all areas of the site.

NAME	TYPE	SPECIAL?	IMPAIRED?
Mission Creek	Stream	Stream	No
St. Louis River	River	River	No

### LAND FEATURE CHANGES

Total disturbed area: Click here to enter text. acres

Total proposed impervious surface area: Click here to enter text.acres

Total proposed net change in impervious surface area: Click here to enter text. acres.

#### **ENVIRONMENTAL REVIEW**

All mitigation measures have been addressed in this plan set or the special provisions or the previous project. This project is not located in a well head protection area.

#### PROJECT CONTACTS

The project engineer and contractor are responsible for implementation of the SWPPP and installation, inspection, and maintenance of the erosion prevention and sediment control BMPs before, during and after construction until the Notice of Termination (NOT) has been submitted with the Minnesota Pollution Control Agency (MPCA)

ORGANIZATION	CONTACT NAME	PHONE	PERMIT#
MnDOT PROJECT MANAGER	RANDY COSTLEY	218-725-2747	N/A
CERTIFIED SWPPP DESIGNER	REBECCA NESTINGEN	612-710-8041	N/A
CONTRACTOR, EROSION CONTROL SUPERVISOR	TBD	TBD	N/A
MnDOT OFFICE, ENVIRONMENTAL STEWARSHIP	KEN GRAEVE	651-366-3613	N/A
MN DEPARTMENT OF NATURAL RESOURCES	PETER LEETE	651-366-3634	N/A
CO DISTRICT 1 TECHNICAL SUPPORT	DWAYNE STENLUND	612-810-9409	N/A
MINNESOTA STATE ARCHEOLOGIST	AMANDA GRONHOVD	651-201-2263	N/A
			N/A

MPCA 24 HOUR EMERGENCY NOTIFICATION: 651-649-5451 TOLL FREE: 800-422-0798

#### **EROSION CONTROL SUPERVISOR**

Provide an Erosion Control Supervisor in accordance with spec. 2573.3 A.1. Provide proof of certification at the preconstruction meeting. The Erosion Control Supervisor duties are incidental. Erosion and Sediment Control Installers need at least one certified installer on site as per specification 2573.3.A.2 The Erosion Control Supervisor is authorized to install, fix, or repair erosion or sediment control practices when a certified installer is unavailable (2573.3 A).

The Erosion Control Supervisor will work with the project Engineer to oversee the implementation of the SWPPP and the installation, inspection, and maintenance and repair of the erosion prevention and sediment control BMPs before, during and after construction until the NOT(Notice of Termination) has been filed with the MPCA.

The Erosion Control Supervisor is responsible for complying with all the inspection and maintenance and corrective action requirements stated in the NPDES permit, including the following: Inspect the entire construction site once a week during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Inspections can be reduced to once a month as per NPDES 11.10a once planting, restoration and permanent stabilization are complete and prior to the NOT. Record all inspections, including maintenance and corrective actions, in writing within 24 hours. Submit inspection reports and SWPPP amendments to the project Engineer in a format acceptable to the project Engineer. Records of each inspection and maintenance activity shall meet specification 1717.2.A and the NPDES permit Item 11.11.

#### SITE MANAGEMENT PLAN

At the preconstruction meeting and prior to beginning work, submit a site management plan (per MnDOT Spec 1717.2C) showing location and timing of staging areas, vehicle access routes, vehicle exits, stockpiles, any work near surface water, any areas that are to be avoided, and any erosion prevention and sediment control BMPs. Include timing of BMP installations, timing of work, and any pollution prevention practices. Allow a minimum of 7 days for the project Engineer to review and accept this

#### EROSION AND SEDIMENT CONTROL

Install sediment control BMPs at the downgradient perimeter of soil that will be disturbed and stockpiles prior to starting any ground disturbing activities. Maintain, correct, or upgrade BMPs by the end of the next business day whenever they are discovered to be nonfunctional or at least half full of sediment or debris. Continue maintenance until soil is permanently stabilized.

Install inlet protection as needed on all inlets receiving runoff from disturbed soil, 2573.3.M, 2573.P.3, 2573.K.2 and NPDES 9.7. Maintain these by the end of the next business day whenever they are discovered to be nonfunctional or at least half full of sediment or debris. Continue maintenance until soil is permanently stabilized. Place perimeter control as shown in the plans and downgradient of stockpiles.

Install vehicle exits as necessary to prevent tracking of sediment onto impervious surfaces. Maintain these by the end of the next business day whenever they are discovered to be nonfunctional. Sweep tracked sediment from paved surfaces at the end of each day or sooner if the sediment poses a safety risk (1717.2, 2573.3.K and NPDES 9.11, 9.12). Amend the SWPPP to show vehicle exits once their locations are determined

Woodchips may be used for perimeter control, erosion prevention, and vehicle exits. Propose other BMPs as needed following Unit Prices under Special Provisions 2573, 2574, & 2575. Amend the SWPPP to show the locations and types of any BMPs that are used.

Stabilize all exposed soil including tree holes and stockpiles within 7 days once work is temporarily or permanently stopped (and prior to the onset of winter) in that area of the project (1717.2, NPDES sec. 8.4).

Prevent soil compaction or de-compact soils prior to restoration. Restore exposed soils to vegetated state at the completion of work (2571.3 J).

#### LOCATION OF SWPPP REQUIRMENTS

PROJECT LOCATION DETAILS	TITLE SHEET
TEMPORARY EROSION AND SEDIMENT CONTROL	SHEET NO. ###
AREAS NOT TO BE DISTURBED	SHEET NO. ###
DIRECTION OF WATER FLOW, FLOWS TO SURFACE WATERS	SHEET NO. ###
STABILIZATION AND RESTORATION REQUIREMENTS	SHEET NO. ###
EROSION AND SEDIMENT CONTROL DETAILS	SHEET NO. ###

Soils maps are on file at the OES Landscape Office.

### POLLUTION PREVENTION

Keep spill kits on site at all times and clean up spills immediately

Collect and dispose of all solid waste including, but not limited to, collected sediment, floating debris, paper, plastic, fabric, construction and demolition debris, trash, and

Fuel and maintain vehicles and equipment in a designated area whenever feasible. Use drip pans or absorbent materials to catch spills and leaks.

Store all liquid chemicals under cover and with secondary containment, and properly dispose of any unused or spilled liquid waste. Store and dispose of hazardous waste in compliance with MPCA regulations.

### Notice of Termination (NOT) requires that:

- Soil disturbing activities at the site have been completed.
- Soils have been restored by a uniform perennial cover with a density of 70% or other equivalent means to prevent soil erosive conditions.
- Remove sediment from the stormwater conveyance system.
- All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed.

Submit the completed NOT form to the MnDOT District Construction Office for final submittal to MPCA. The NOT form can be found on the MPCA Construction Stormwater webpage

DRAWN BY: Author

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

SIGNATURE: PRINTED NAME: DATE: 03/23/20





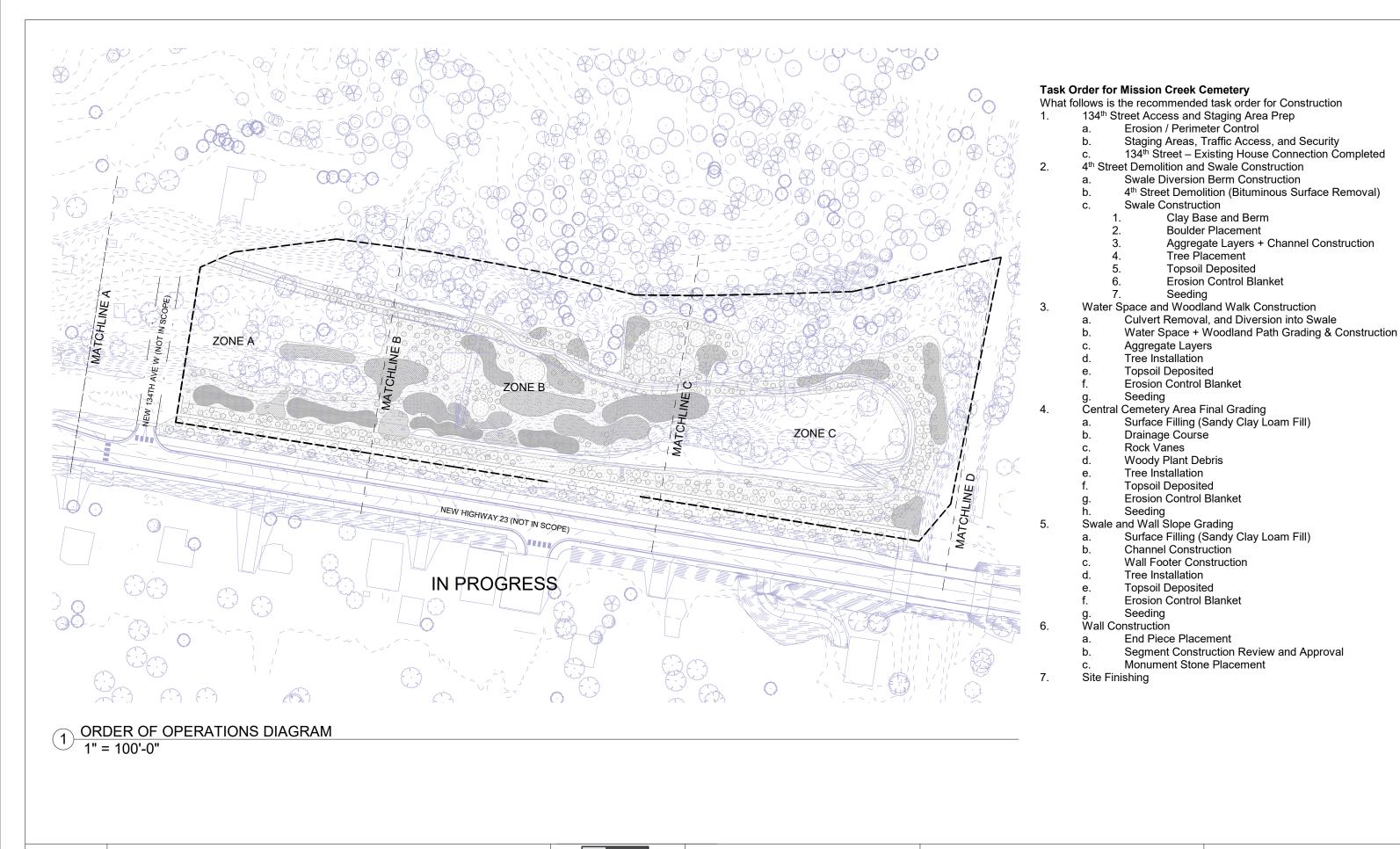


DRAWN BY: Author

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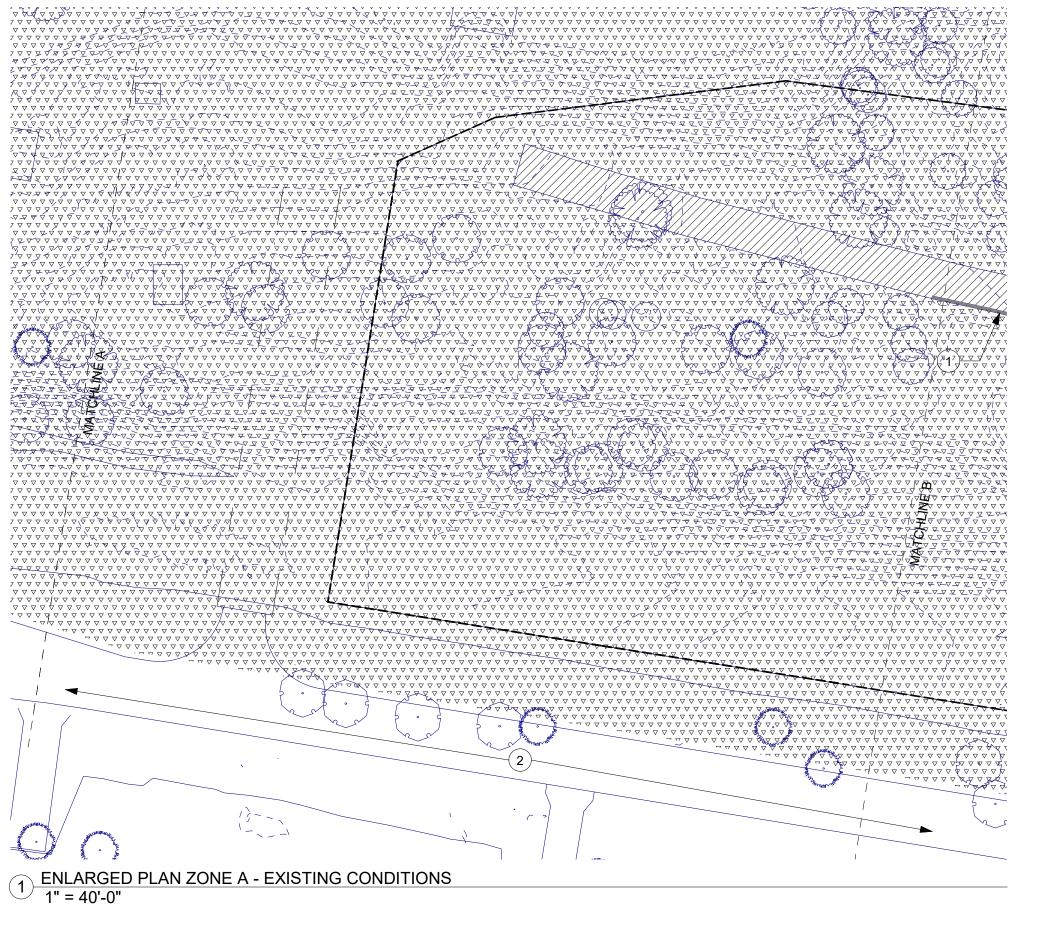
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## **EXISTING CONDITIONS LEGEND**

EXISTING ASPHALT ROAD (BURIAL SOILS BELOW)



EXISTING FORMER BUILDING PAD (BURIAL SOILS BELOW)



**EXISTING BURIAL SOILS** 



EXISTING RIP-RAP EDGE (BURIAL SOILS BELOW)



EXISTING JERSEY BARRIER WITH FENCE



**EXISTING TREES** 

— – LIMIT OF WORK

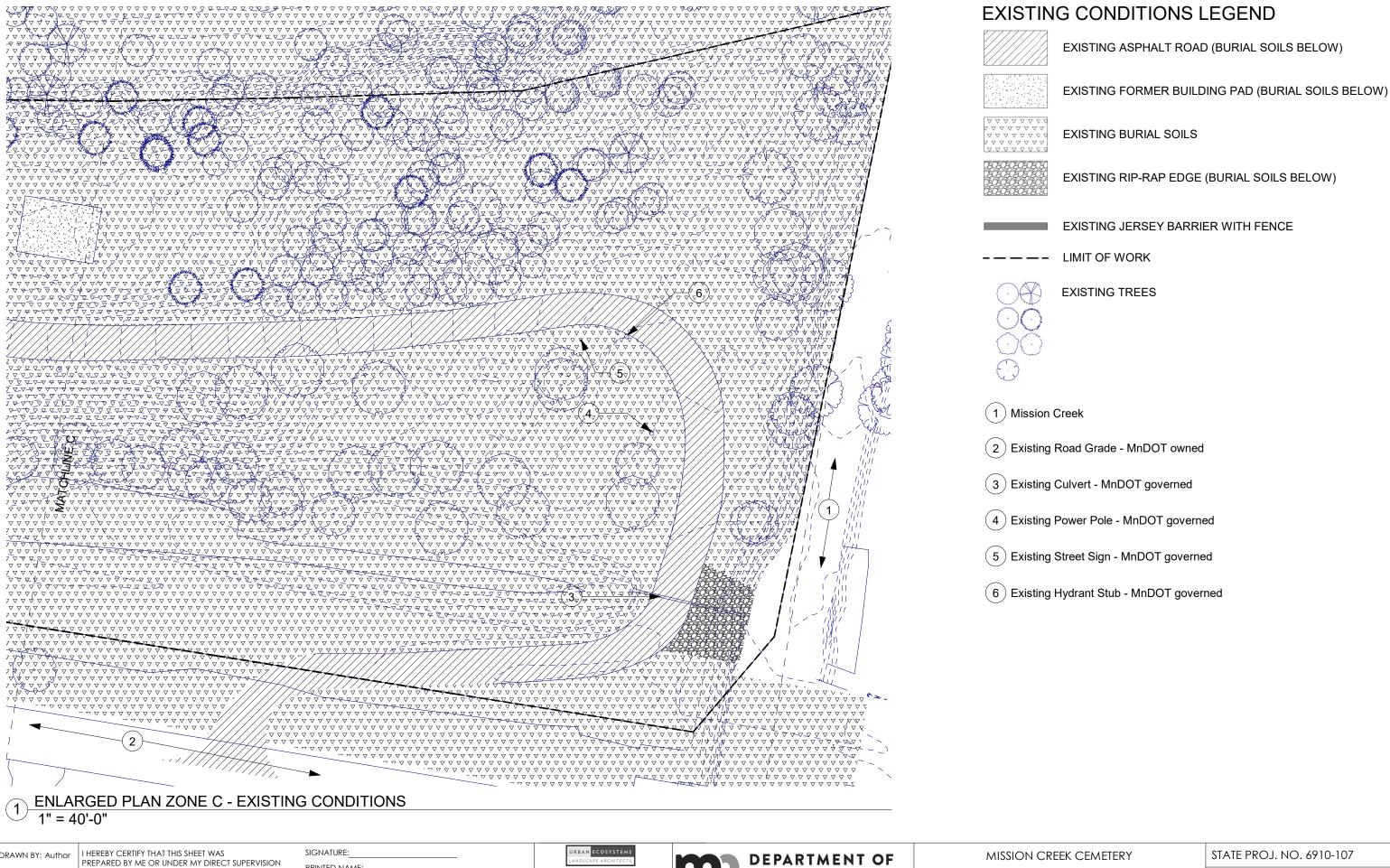


- (1) Existing Jersey Barrier MnDOT owned
- (2) Future Road Grade MnDOT owned

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
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SIGNATURE: DATE: 03/23/20

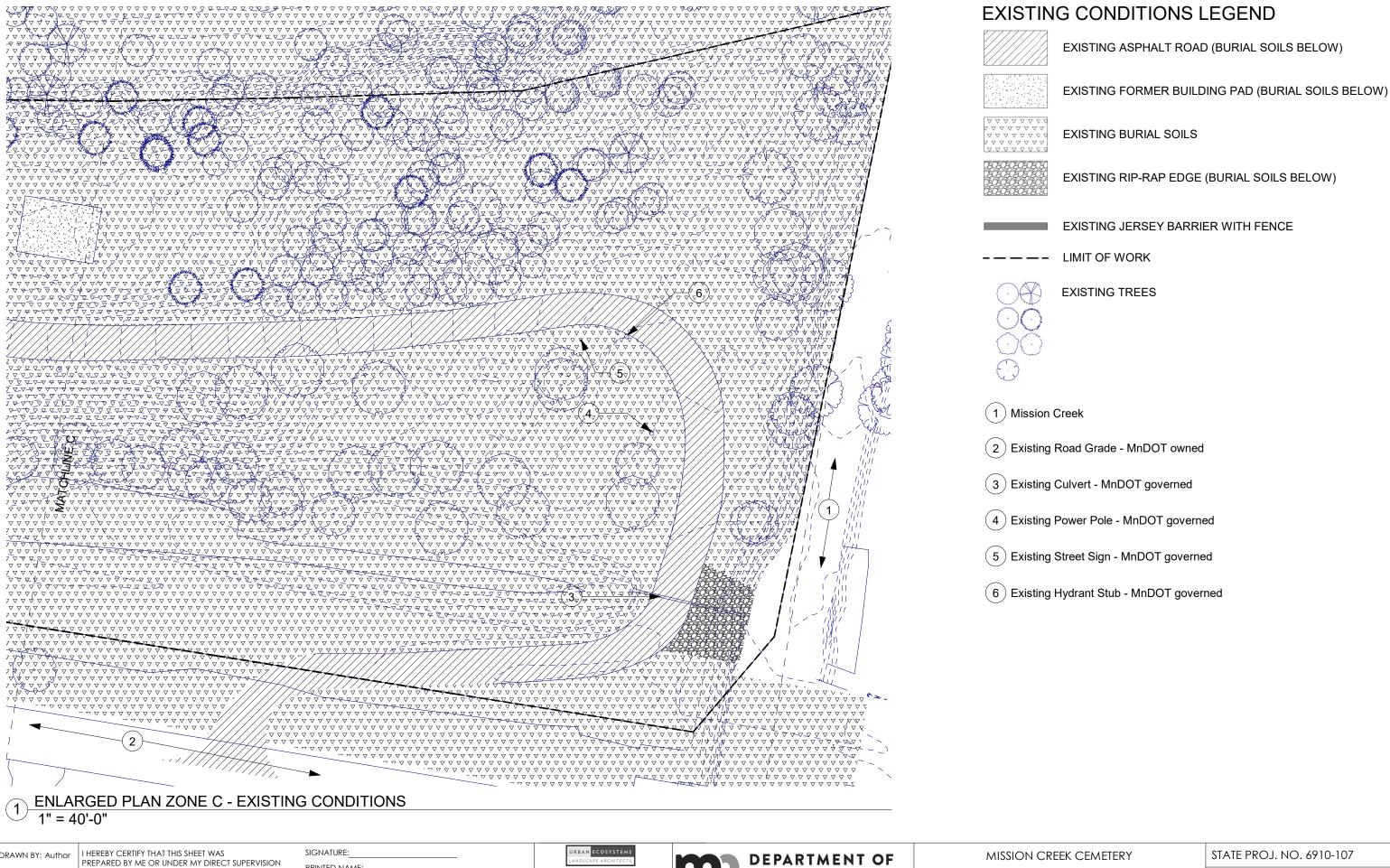




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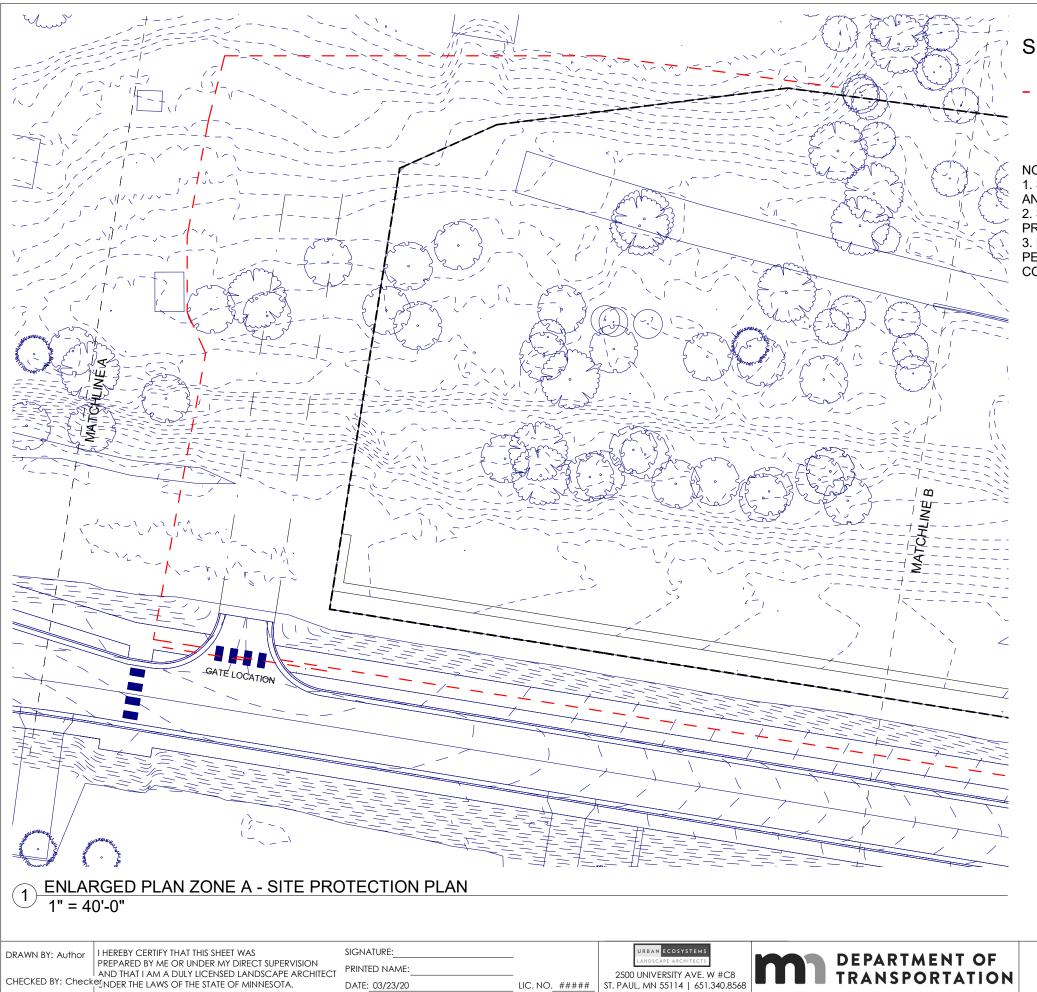




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DATE: 03/23/20





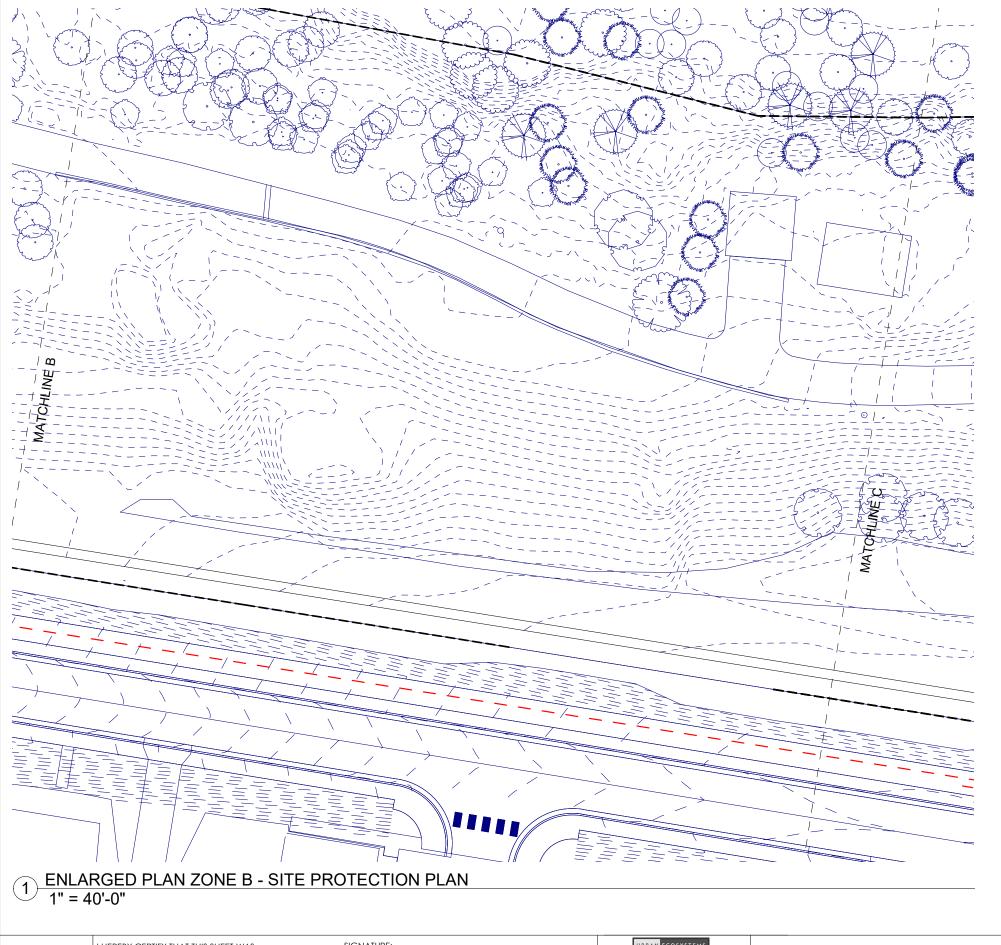
## SITE PROTECTION LEGEND

PROTECTIVE FENCE - MnDOT GOVERNED

- 1. SITE PROTECTION TO BE COORDINATED WITH MnDOT, LANDSCAPE ARCHITECT, AND CONTRACTOR PRIOR TO CONSTRUCTION.
- 2. SITE PROTECTION PHASING PHASING WILL OCCUR OVER THE COURSE OF THE PROJECT.
- 3. FENCING SHALL BE HELD IN PLACE WITH STANCHIONS AND SAND BAGS. PENETRATION OF THE EXISTING GRADE IS STRICTLY PROHIBITED UNLESS WRITTEN CONSENT BY LANDSCAPE ARCHITECT IS GIVEN.

DATE: 03/23/20





## SITE PROTECTION LEGEND

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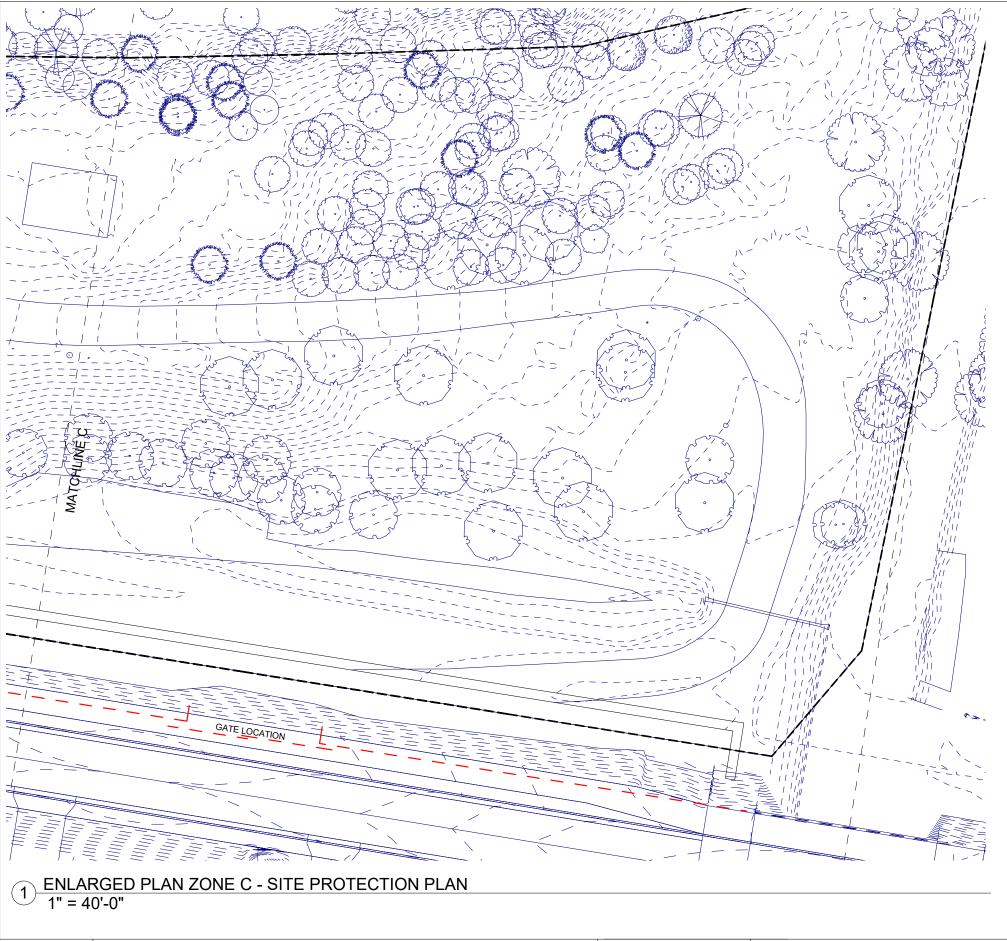
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DRAWN BY: Author

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DATE: 03/23/20





## SITE PROTECTION LEGEND

- - PROTECTIVE FENCE - MnDOT GOVERNED

## NOTES:

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 LIC. NO. #####







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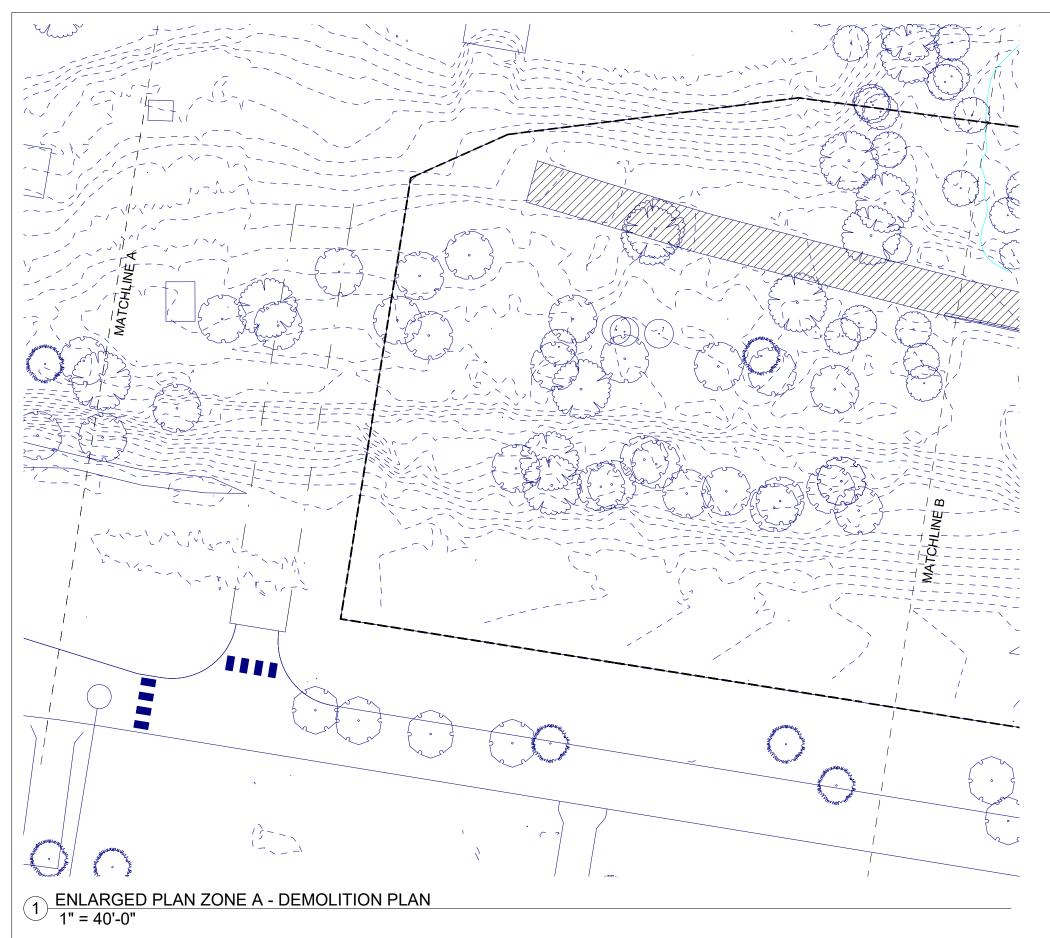
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## **DEMOLITION LEGEND**



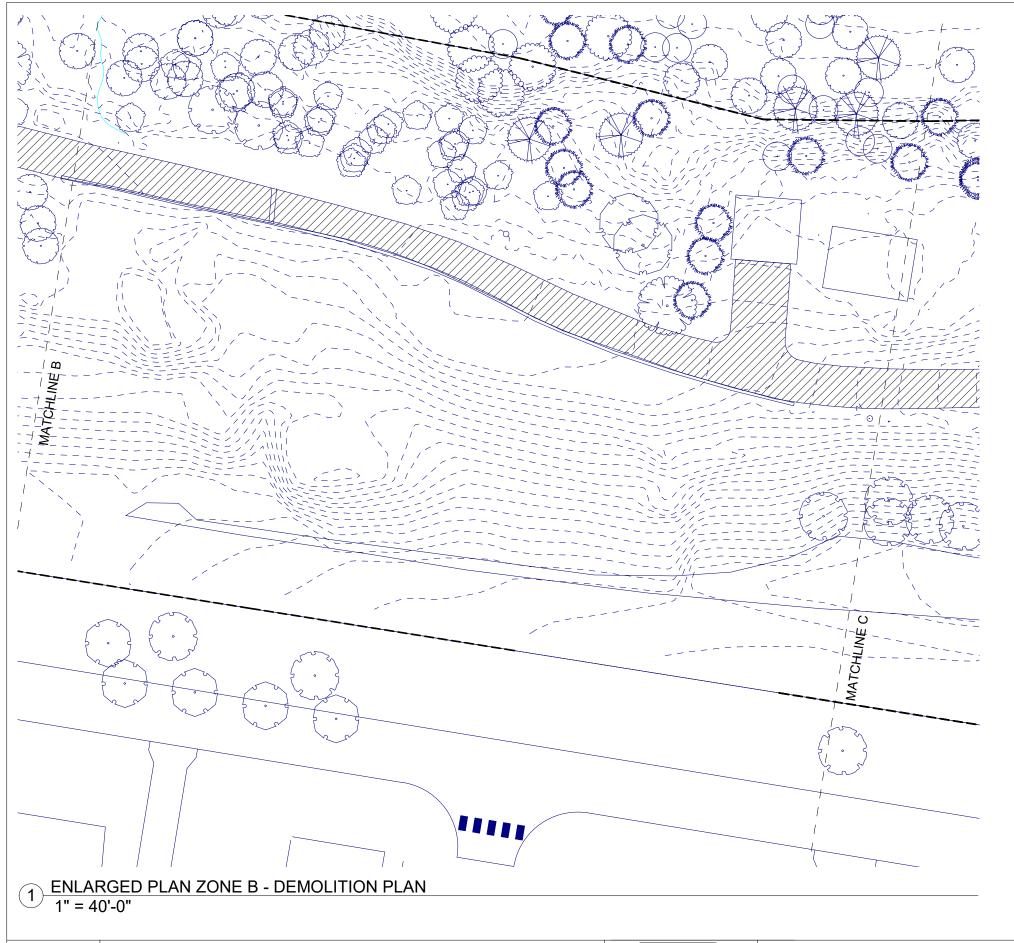
REMOVE EXISTING BITUMINOUS ROAD. STRIP ONLY BITUMINOUS. PROTECT EXISTING AGGREGATE BASE. (BURIAL SOILS BELOW)

1. TREES TO BE TRIMMED, PRUNED OR REMOVED DOWN TO EXISTING GRADE SHALL BE TAGGED BY LANDSCAPE ARCHITECT ON SITE

DRAWN BY: Author

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| CHECKED BY: Checket NDER THE LAWS OF THE STATE OF MINNESOTA. | DATE: 03/23/20 DATE: 03/23/20





## **DEMOLITION LEGEND**



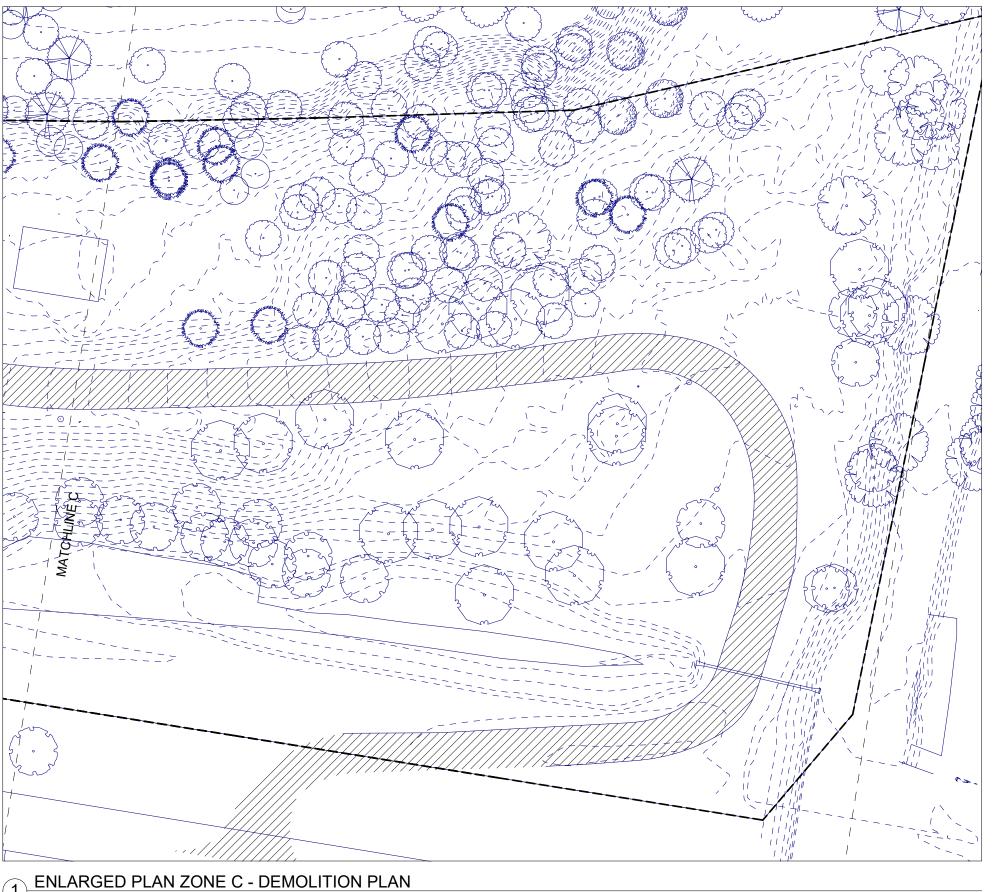
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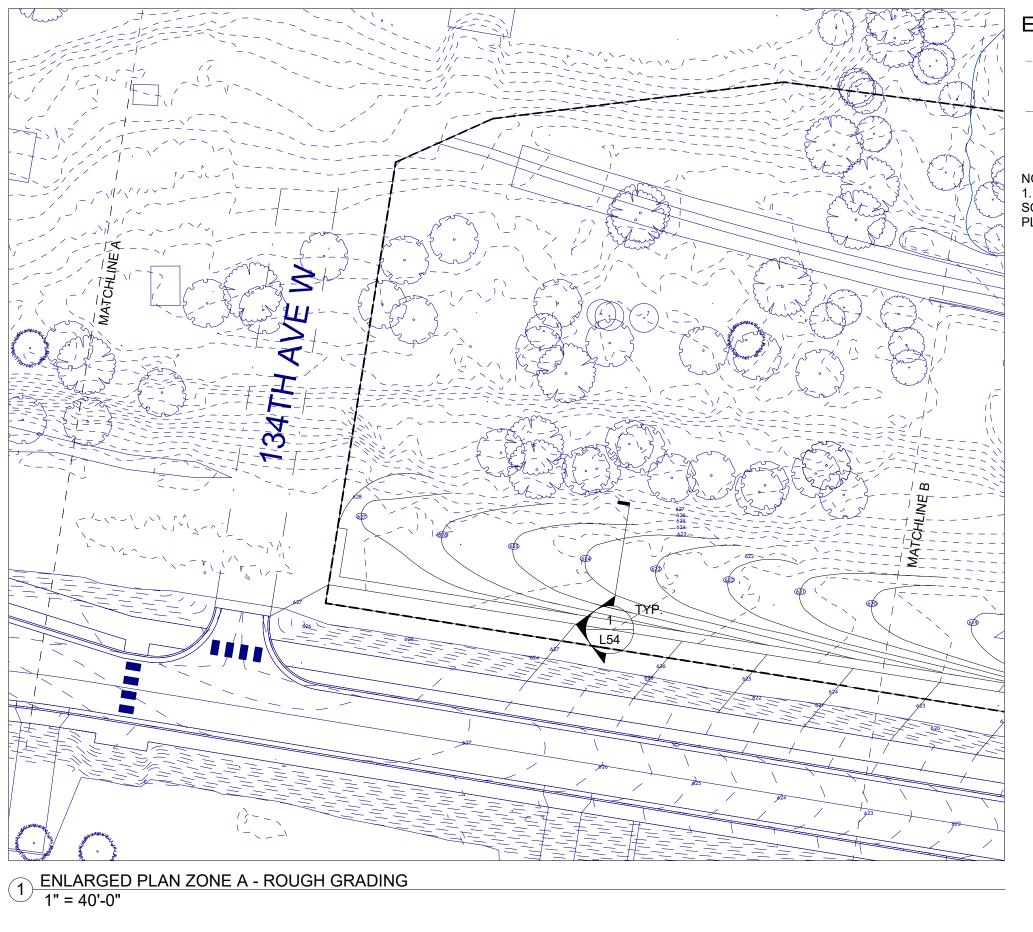
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EXISTING/ROUGH GRADE LEGEND

**EXISTING CONTOURS** 

**ROUGH GRADE CONTOURS** 

### NOTES:

1. NEW CONTOUR GRADES ARE FOR ADDING FILL ONLY. NO CUT INTO EXISTING SOIL IS SHOWN. IF THERE IS A DESCREPANCY BETWEEN FIELD CONDITIONS AND PLANS, LANDSCAPE ARCHITECT SHALL PROVIDE CLARIFICATION.

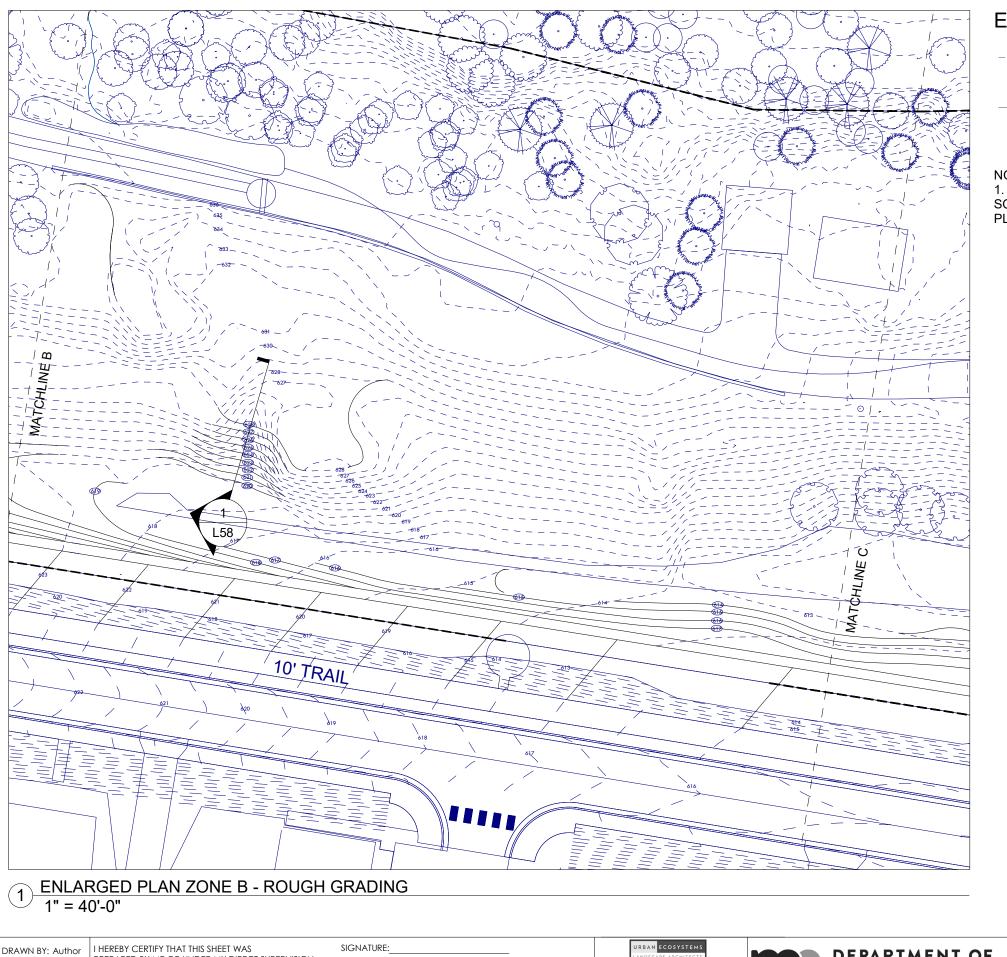
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## EXISTING/ROUGH GRADE LEGEND

– EXISTING CONTOURS

ROUGH GRADE CONTOURS

### NOTES:

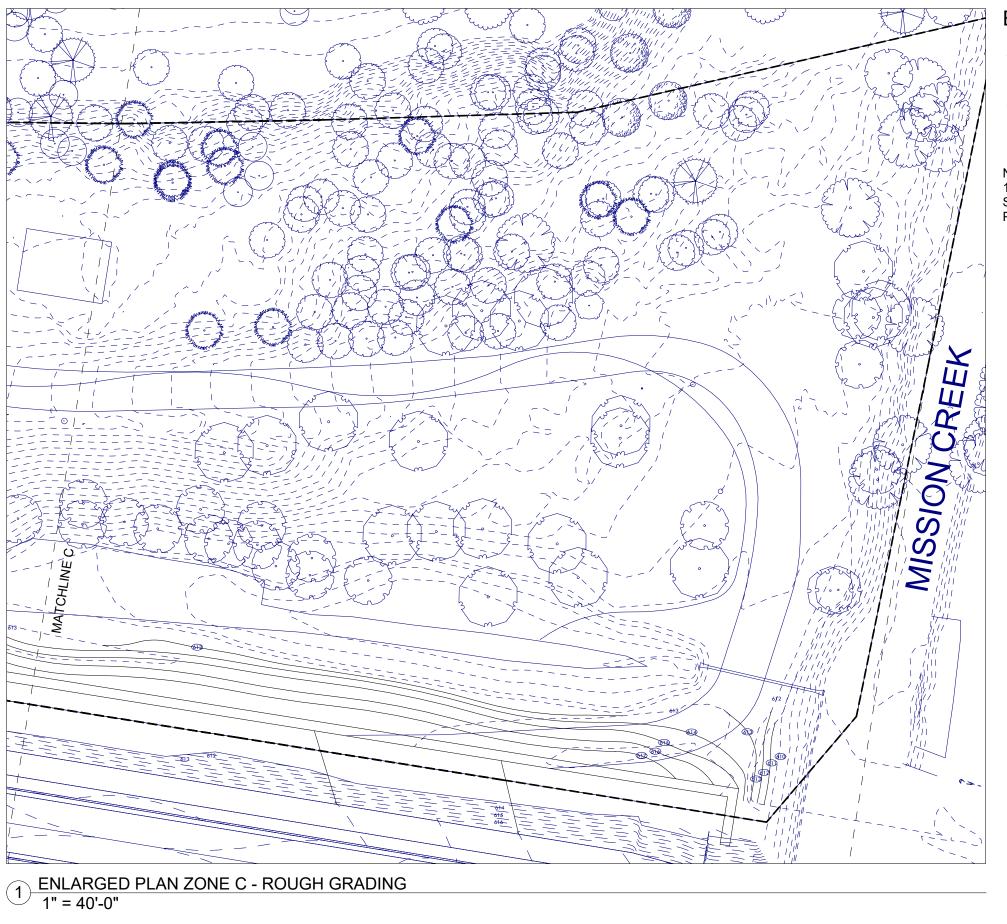
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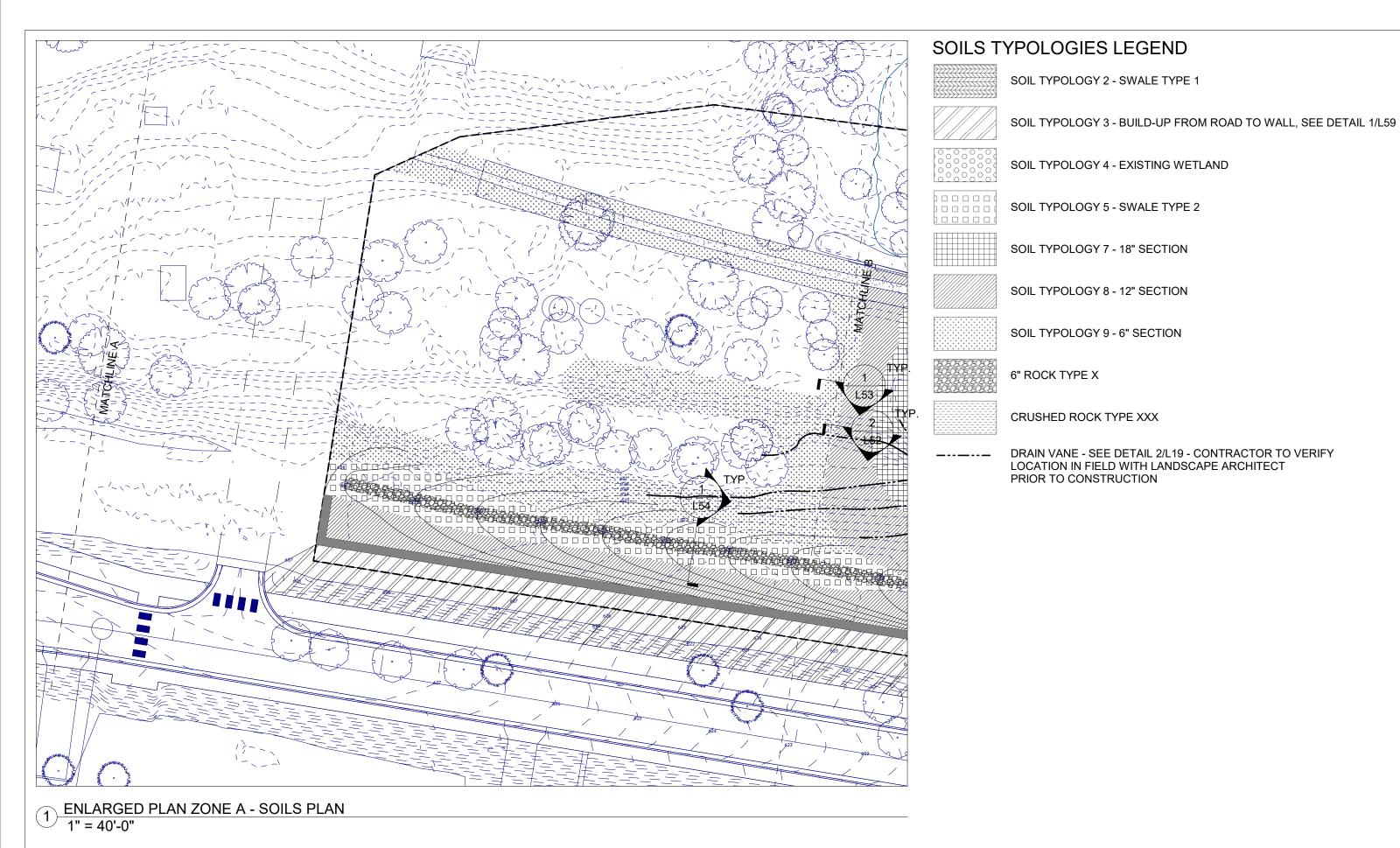
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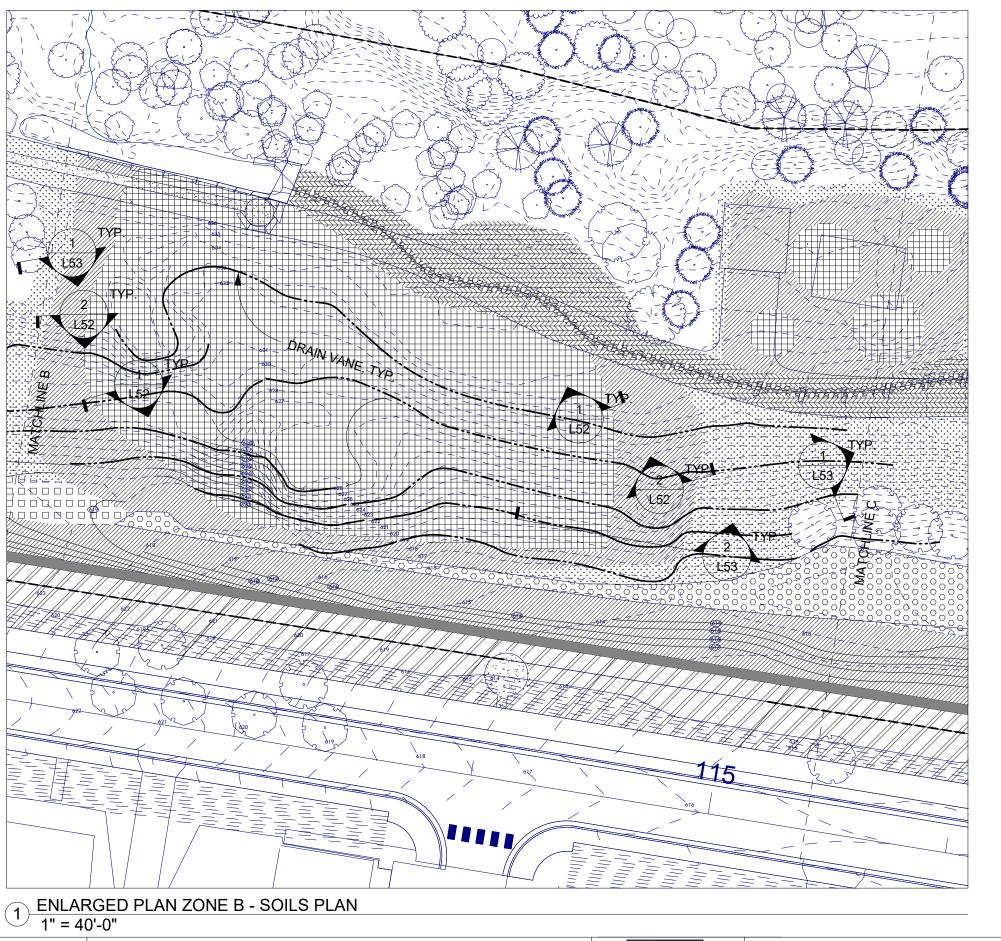
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## SOILS TYPOLOGIES LEGEND

SOIL TYPOLOGY 2 - SWALE TYPE 1

SOIL TYPOLOGY 3 - BUILD-UP FROM ROAD TO WALL, SEE DETAIL 1/L59

SOIL TYPOLOGY 4 - EXISTING WETLAND

SOIL TYPOLOGY 5 - SWALE TYPE 2

SOIL TYPOLOGY 7 - 18" SECTION

SOIL TYPOLOGY 8 - 12" SECTION

SOIL TYPOLOGY 9 - 6" SECTION

6" ROCK TYPE X

CRUSHED ROCK TYPE XXX

 DRAIN VANE - SEE DETAIL 2/L19 - CONTRACTOR TO VERIFY LOCATION IN FIELD WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION

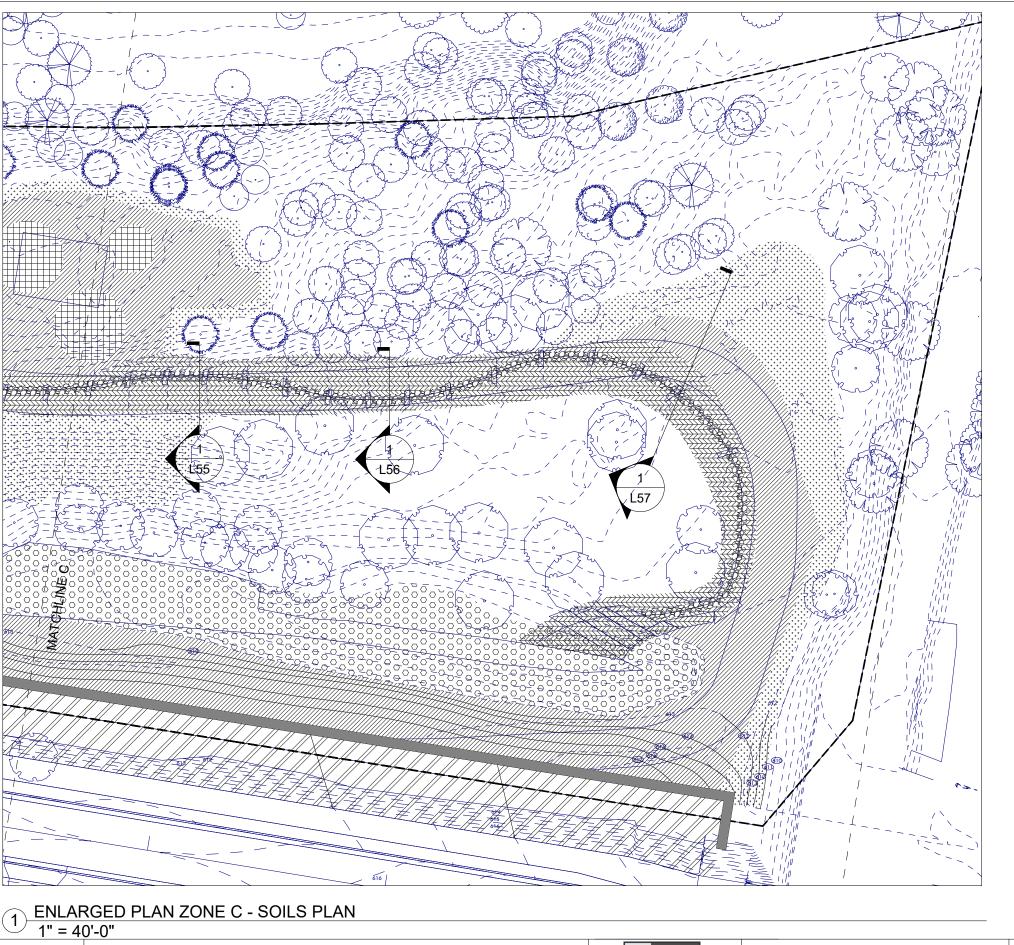
DRAWN BY: RLI

CHECKED BY: SWG

I HEREBY CERTIFY THAT THIS SHEET 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.







## **SOILS TYPOLOGIES LEGEND**

SOIL TYPOLOGY 2 - SWALE TYPE 1



SOIL TYPOLOGY 3 - BUILD-UP FROM ROAD TO WALL, SEE DETAIL 1/L59



SOIL TYPOLOGY 4 - EXISTING WETLAND



SOIL TYPOLOGY 5 - SWALE TYPE 2



SOIL TYPOLOGY 7 - 18" SECTION



SOIL TYPOLOGY 8 - 12" SECTION



SOIL TYPOLOGY 9 - 6" SECTION



6" ROCK TYPE X



CRUSHED ROCK TYPE XXX

DRAIN VANE - SEE DETAIL 2/L19 - CONTRACTOR TO VERIFY LOCATION IN FIELD WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION

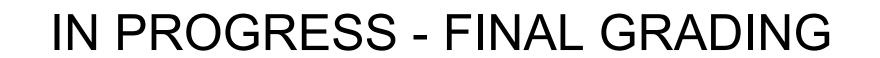
I HEREBY CERTIFY THAT THIS SHEET WAS DRAWN BY: Author

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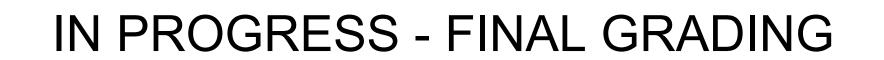






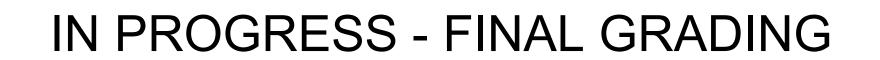






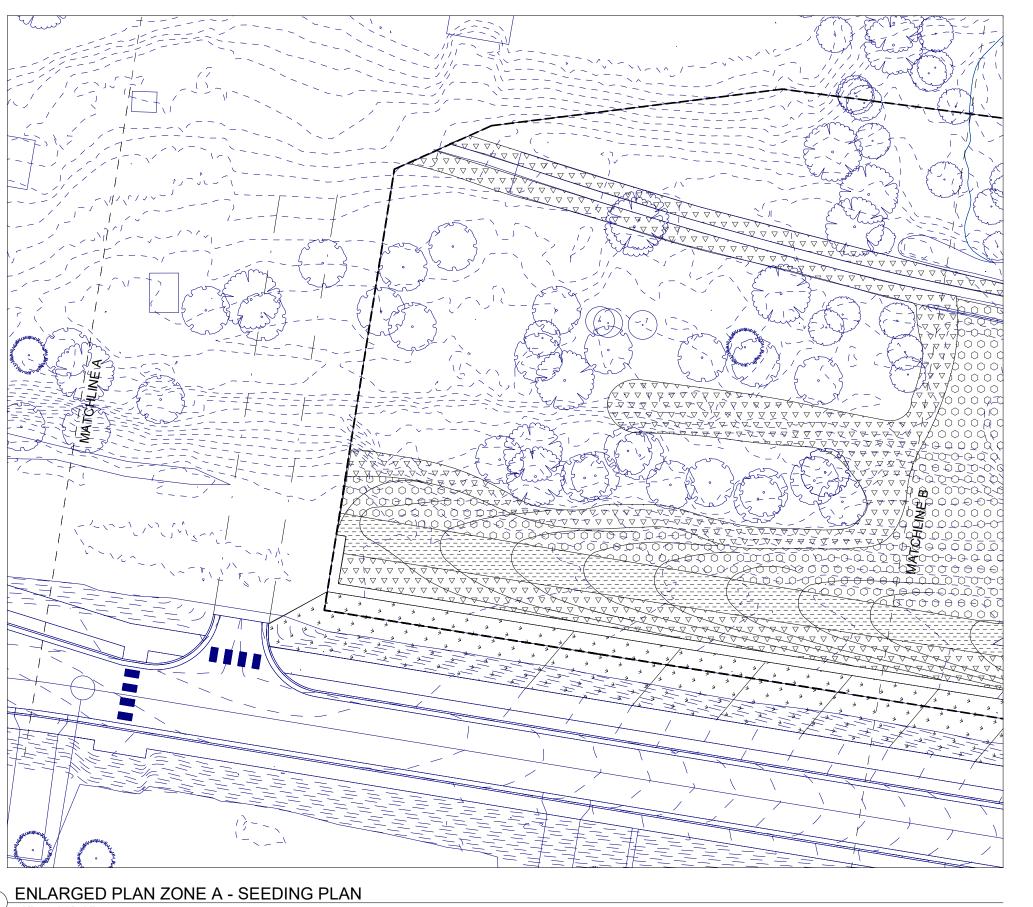












### SEEDING LEGEND

WOODLAND EDGE NE 36-311 50,134 SQ FT - 33.5 LBS/AC

**ECOGRASS** 24,821 SQ FT - 215 LBS/AC



MESIC PRAIRIE GENERAL 35-241 42,549 SQ FT - 36.5 LBS/AC



WET MEADOW NE 34-371 7,638 SQ FT - 31.5 LBS/AC

- - LIMIT OF WORK

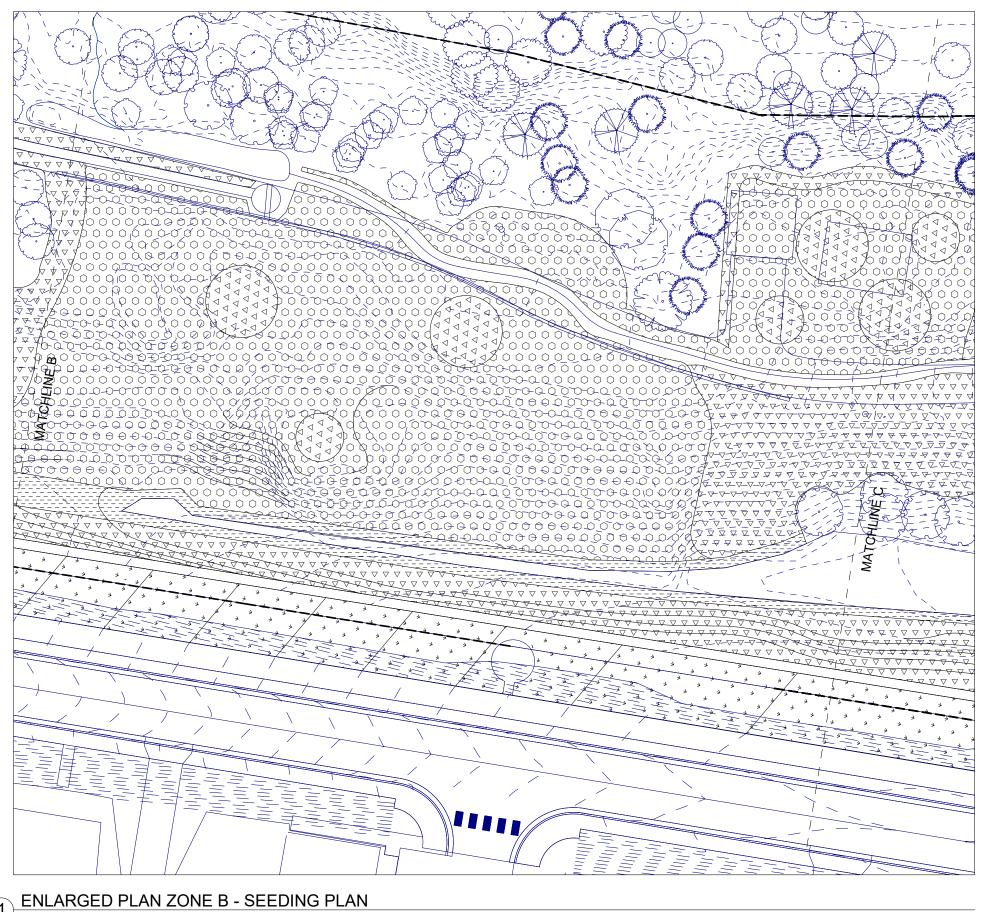
1" = 40'-0"

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**ECOGRASS** 24,821 SQ FT - 215 LBS/AC

**MESIC PRAIRIE GENERAL 35-241** 42,549 SQ FT - 36.5 LBS/AC



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---- LIMIT OF WORK

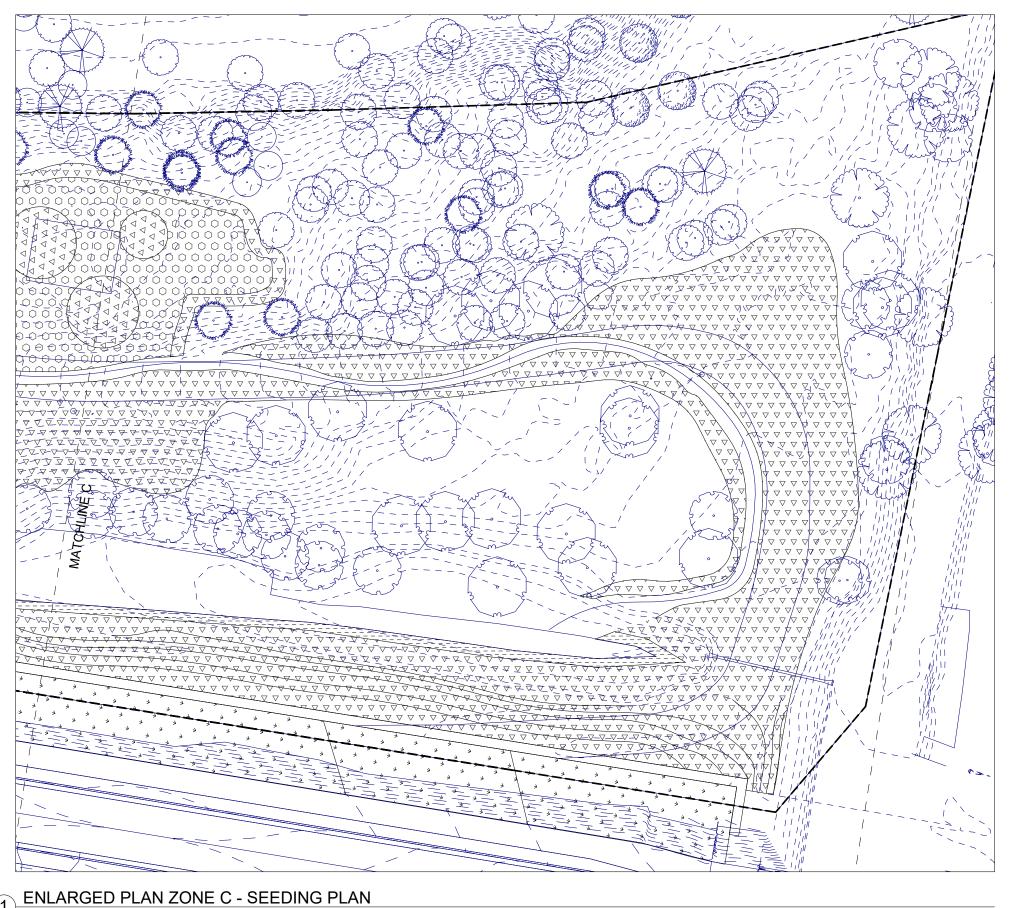
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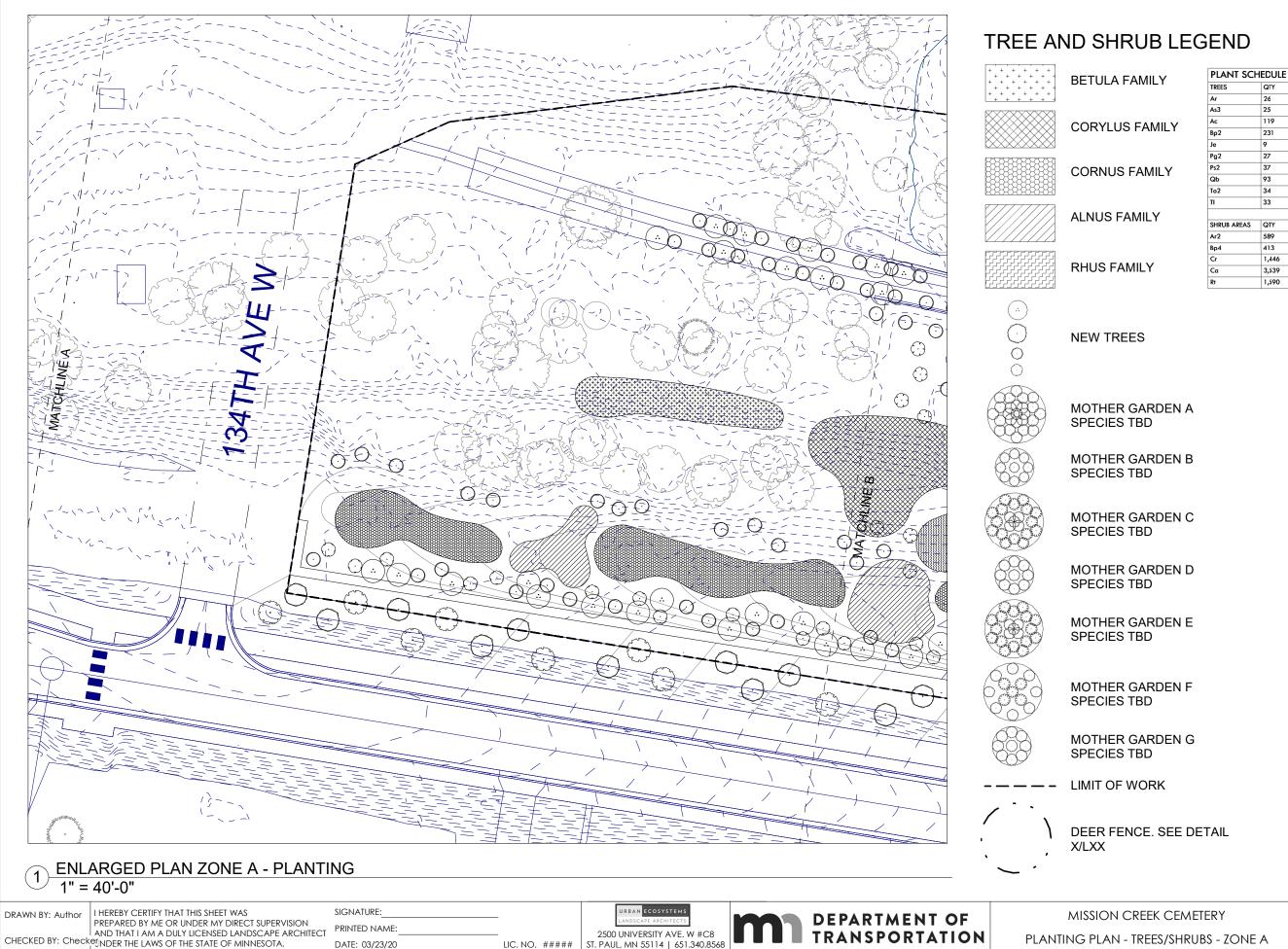
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LIC. NO. ##### ST. PAUL, MN 55114 | 651.340.8568

DATE: 03/23/20

PLANTING PLAN - TREES/SHRUBS - ZONE A

STATE PROJ. NO. 6910-107

BOTANICAL / COMMON NAME

BOTANICAL / COMMON NAME

Cornus sericea / Red Twig Dogwood

CONT 2.5" B&B 2.5" B&B #20

#20 #20 #20

#20 #20 #20

CONT

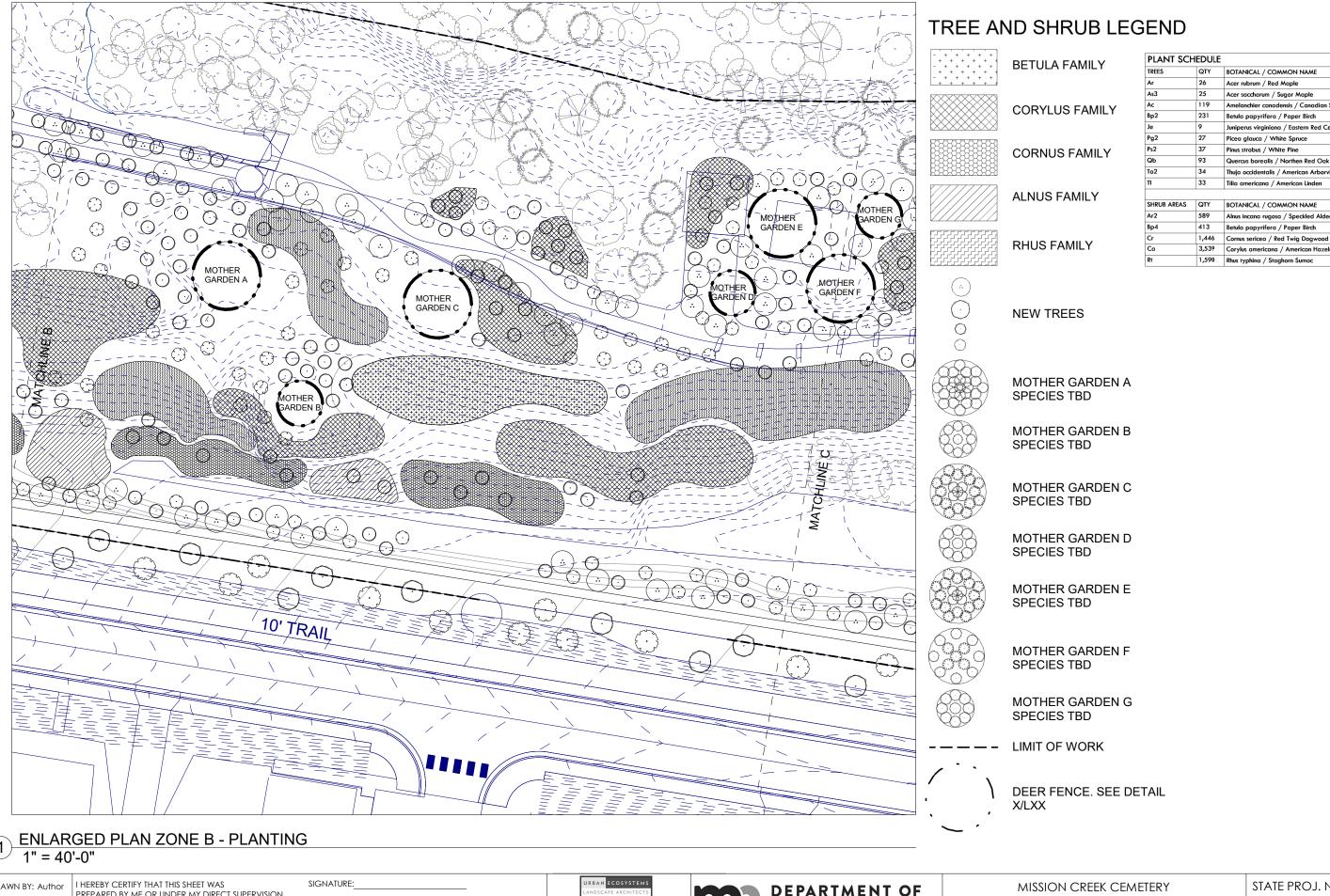
3.5"

3.5" 3.5" SPACING

24" o.c.

24" o.c.

Sheet No. L33 of LXX Sheets



PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT CHECKED BY: Checker NDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: DATE: 03/23/20

2500 UNIVERSITY AVE. W #C8 LIC. NO. ##### ST. PAUL, MN 55114 | 651.340.8568



PLANTING PLAN - TREES/SHRUBS - ZONE B

STATE PROJ. NO. 6910-107

Sheet No. L34 of LXX Sheets

2.5" B&B

#20 #20 #20

#20 #20 #20

CONT

3.5"

3.5"

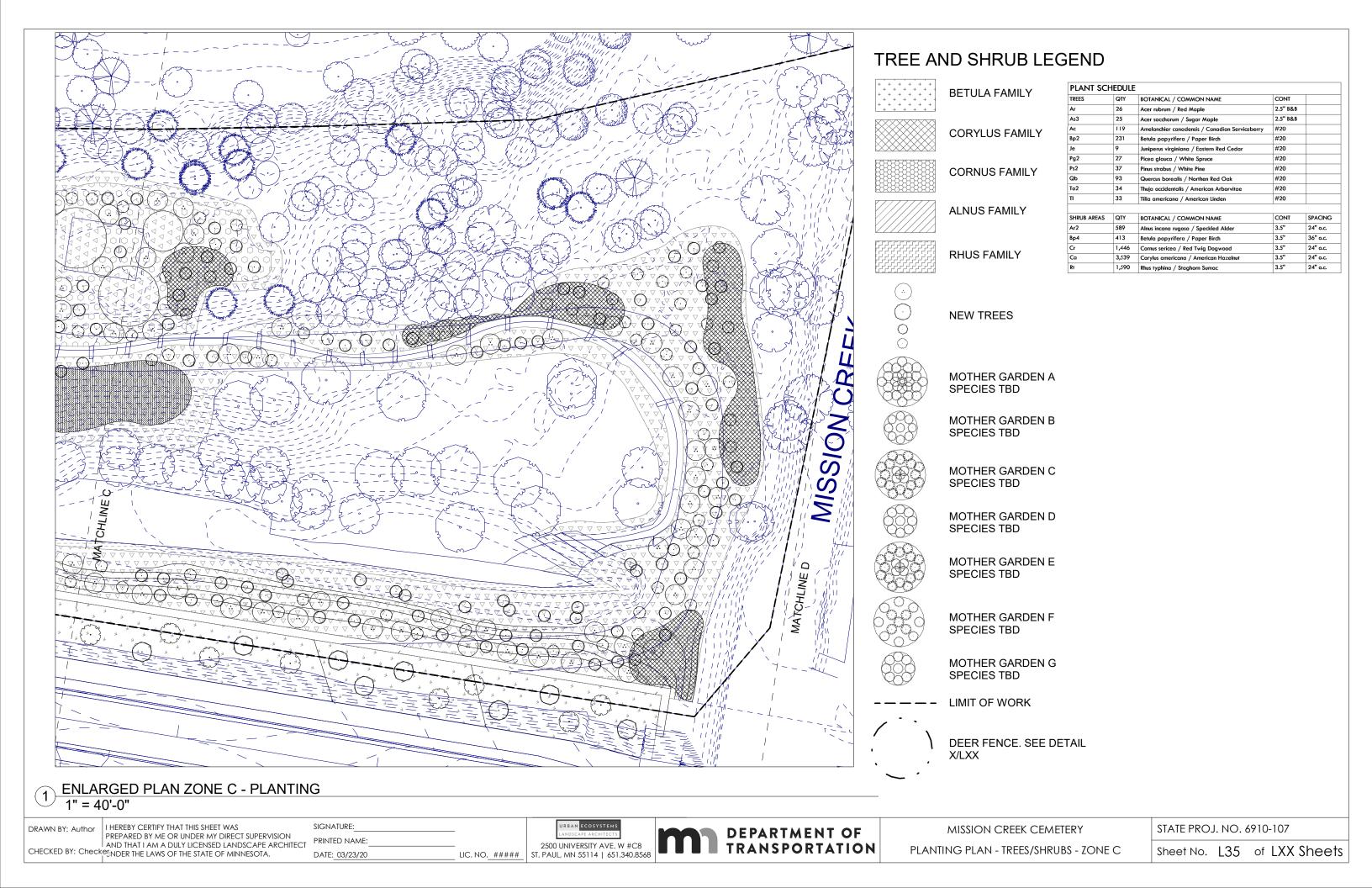
SPACING

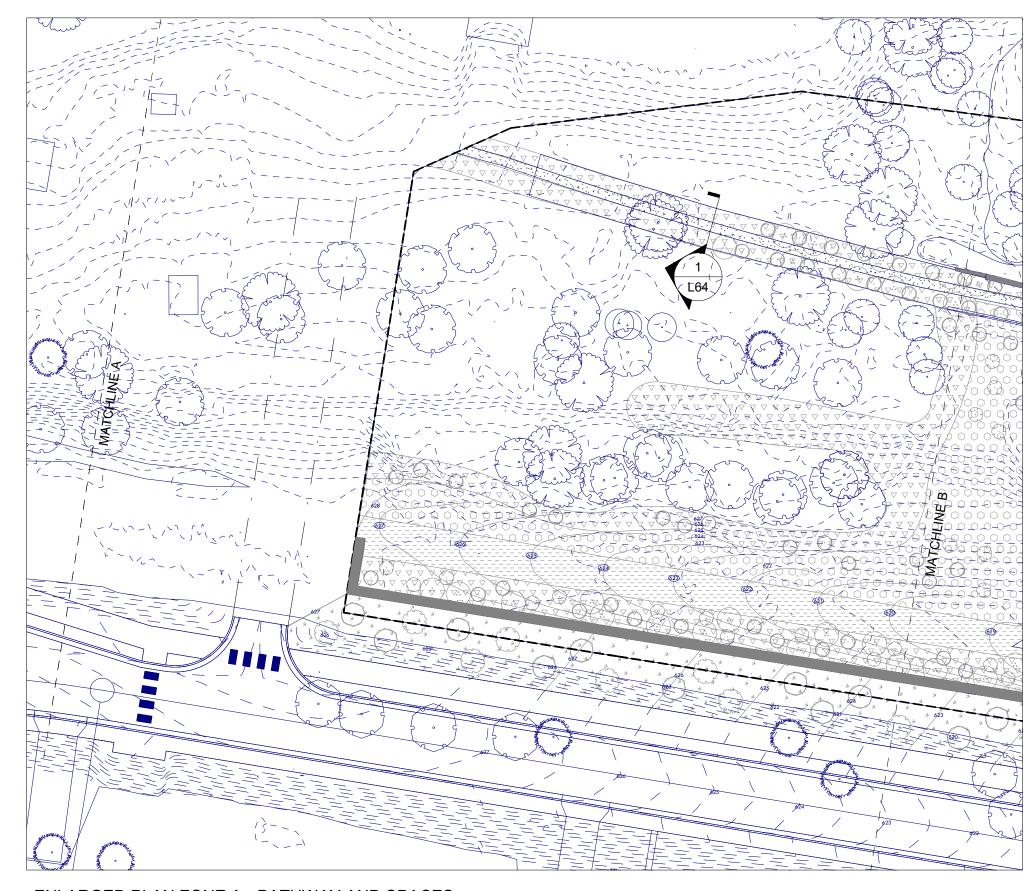
24" o.c. 36" o.c.

24" o.c.

24" o.c.

24" o.c.





ENLARGED PLAN ZONE A - PATHWAY AND SPACES
1" = 40'-0"

DRAWN BY: Author

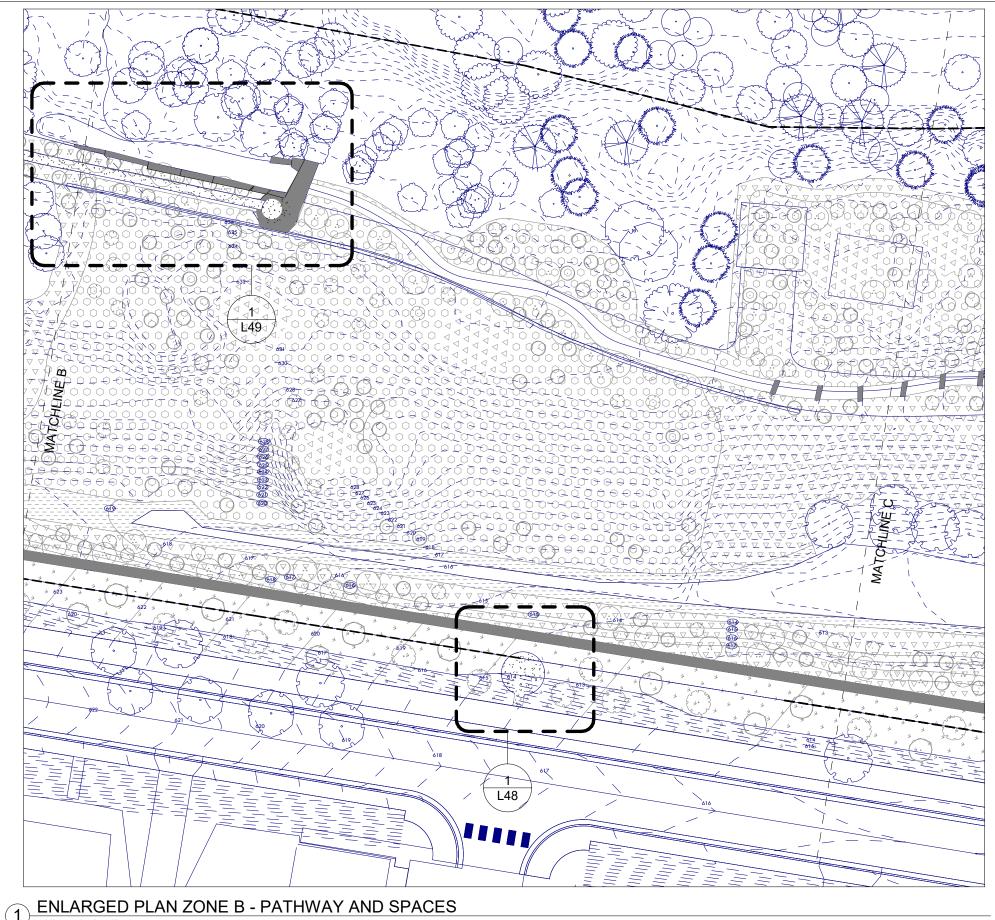
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2500 UNIVERSITY AVE. W #C8 LIC. NO. \_#### ST. PAUL, MN 55114 | 651.340.8568



MISSION CREEK CEMETERY PATHWAY AND SPACES ZONE A STATE PROJ. NO. 6910-107

Sheet No. L36 of LXX Sheets



ENLARGED PLAN ZONE B - PATHWAY AND SPACES
1" = 40'-0"

DRAWN BY: Author

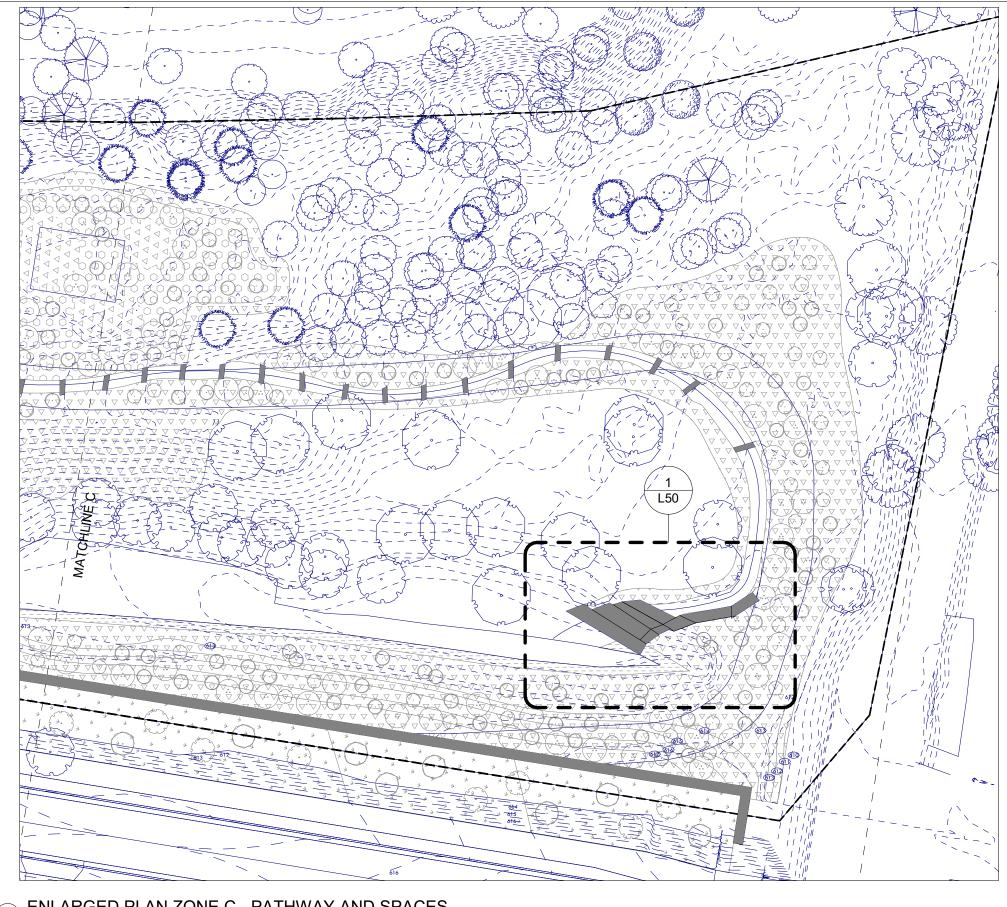
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MISSION CREEK CEMETERY PATHWAYS AND SPACES ZONE B STATE PROJ. NO. 6910-107

Sheet No. L37 of LXX Sheets



ENLARGED PLAN ZONE C - PATHWAY AND SPACES 1" = 40'-0"

DRAWN BY: Author

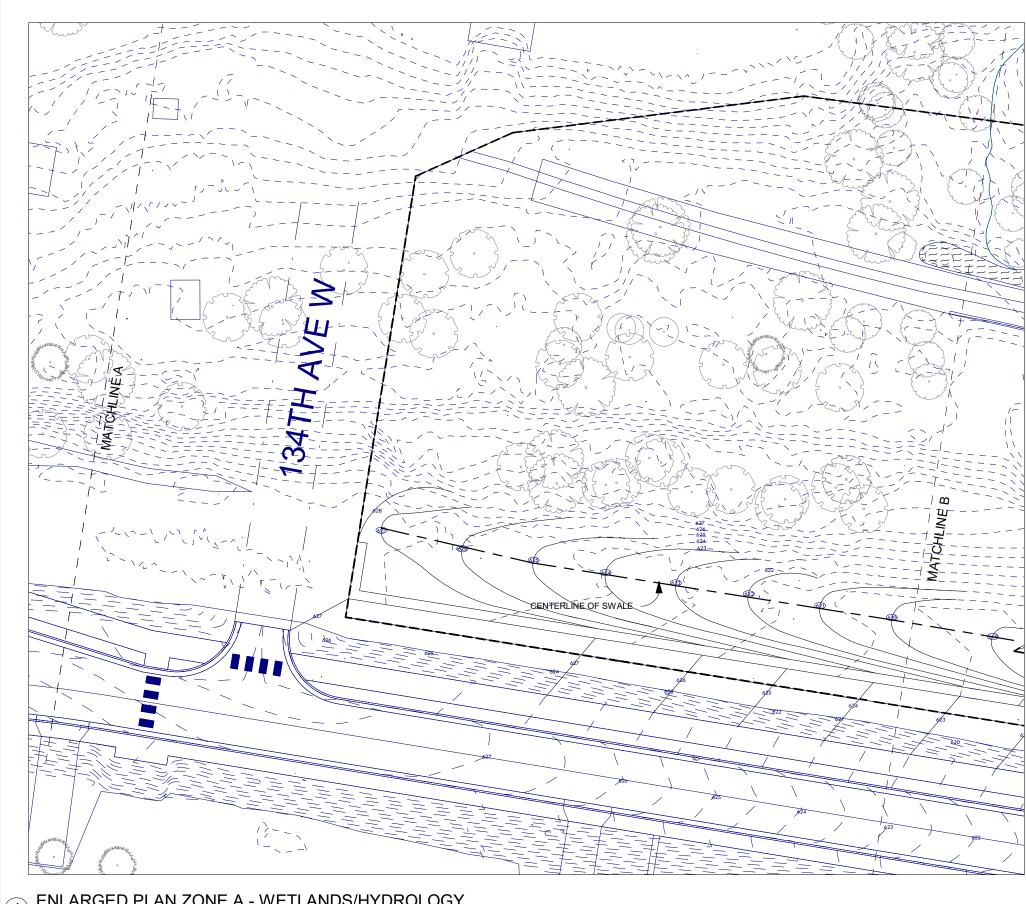
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MISSION CREEK CEMETERY PATHWAY AND SPACES ZONE C STATE PROJ. NO. 6910-107

Sheet No. L38 of LXX Sheets



ENLARGED PLAN ZONE A - WETLANDS/HYDROLOGY
1" = 40'-0"

DRAWN BY: Author

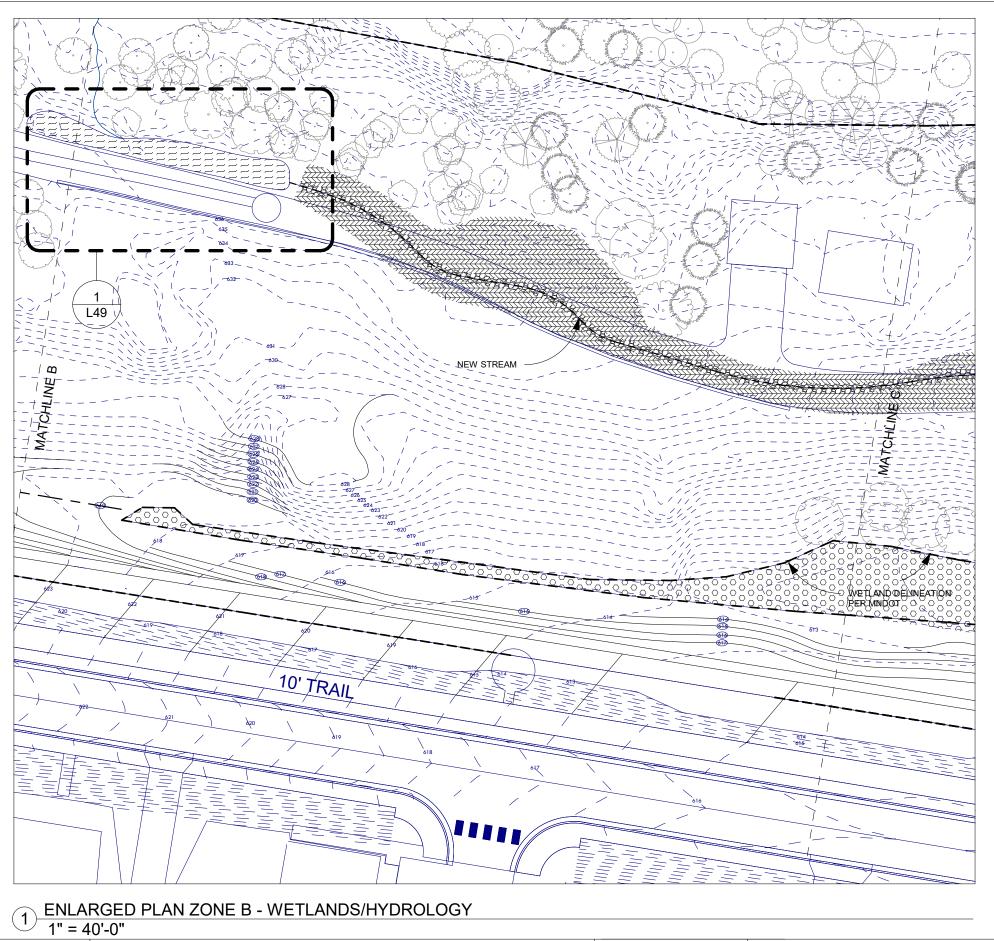
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2500 UNIVERSITY AVE. W #C8 LIC. NO. \_#### ST. PAUL, MN 55114 | 651.340.8568



MISSION CREEK CEMETERY WETLANDS/HYDROLOGY ZONE A STATE PROJ. NO. 6910-107

Sheet No. L39 of LXX Sheets

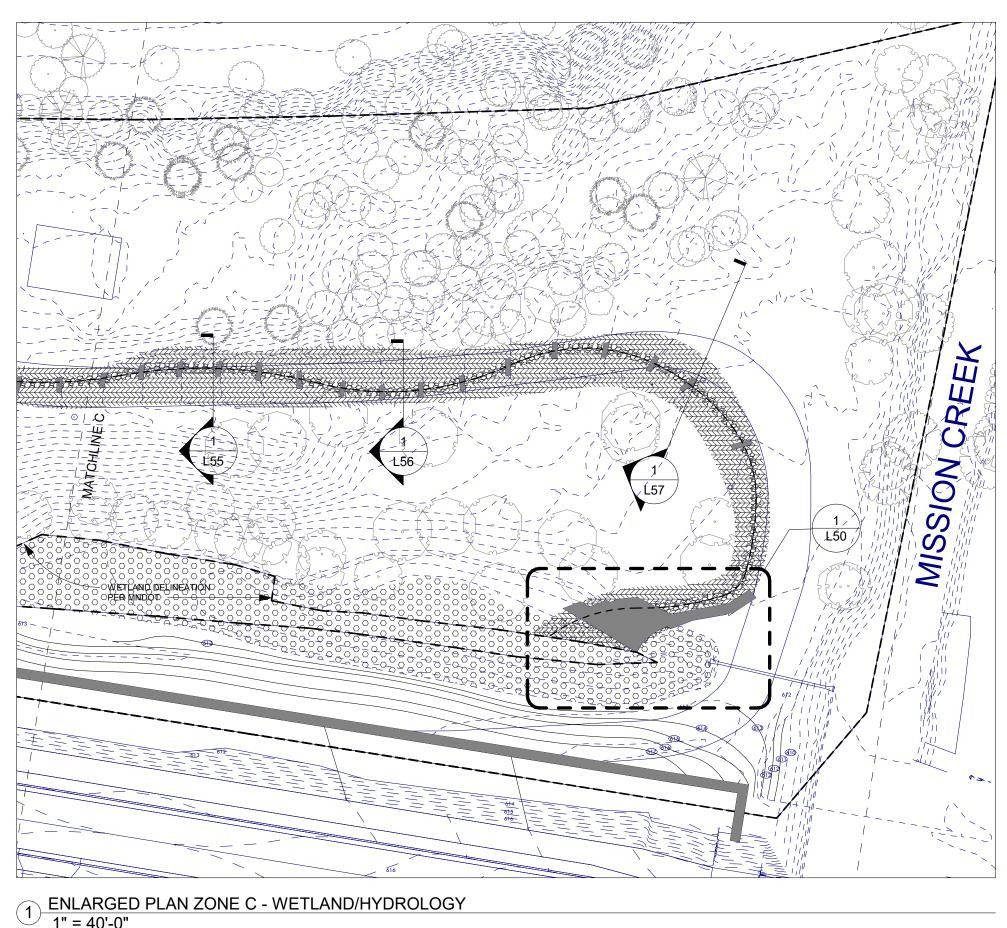


2500 UNIVERSITY AVE. W #C8 LIC. NO. \_#### ST. PAUL, MN 55114 | 651.340.8568



MISSION CREEK CEMETERY WETLANDS/HYDROLOGY ZONE B STATE PROJ. NO. 6910-107

Sheet No. L40 of LXX Sheets



1" = 40'-0"

DRAWN BY: Author

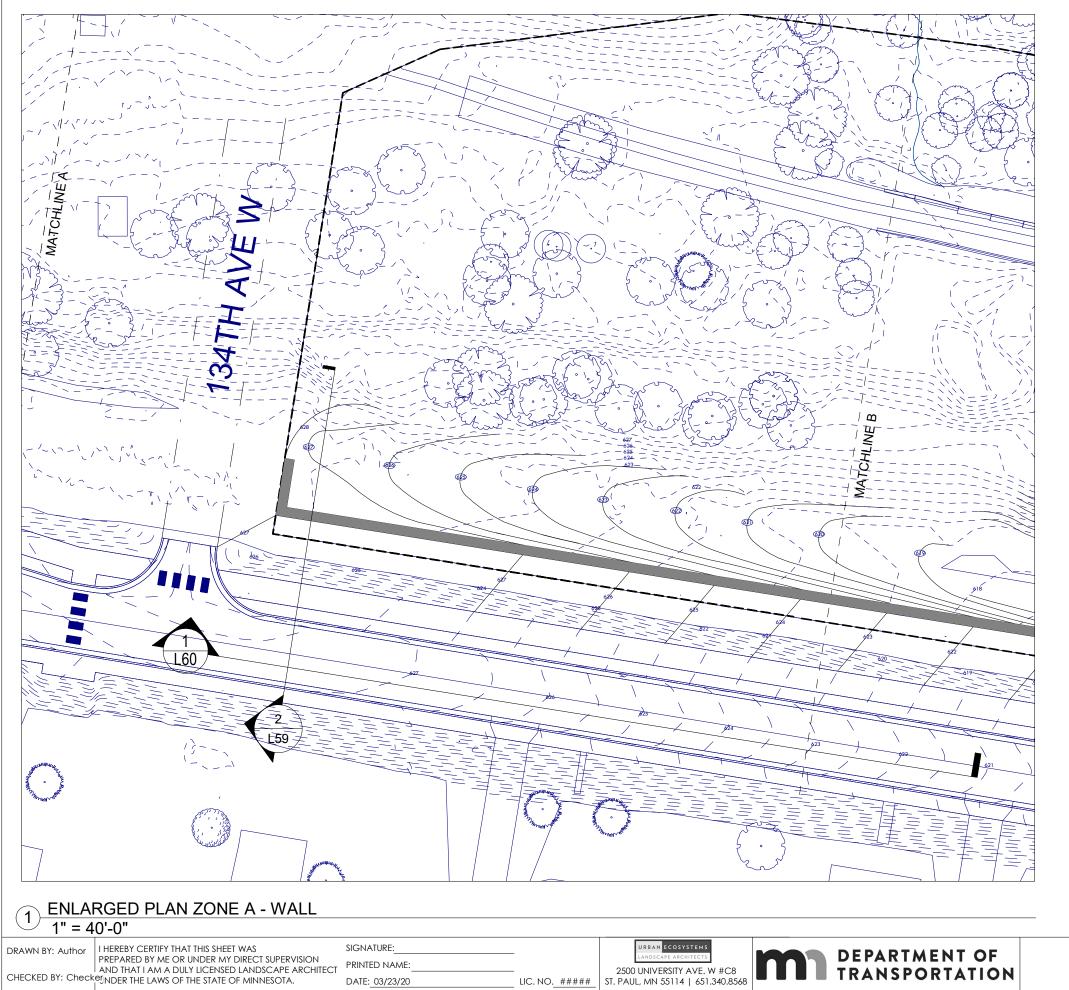
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MISSION CREEK CEMETERY WETLANDS/HYDROLOGY ZONE C STATE PROJ. NO. 6910-107

Sheet No. L41 of LXX Sheets



WALL LEGEND

STONE WALL

---- LIMIT OF WORK

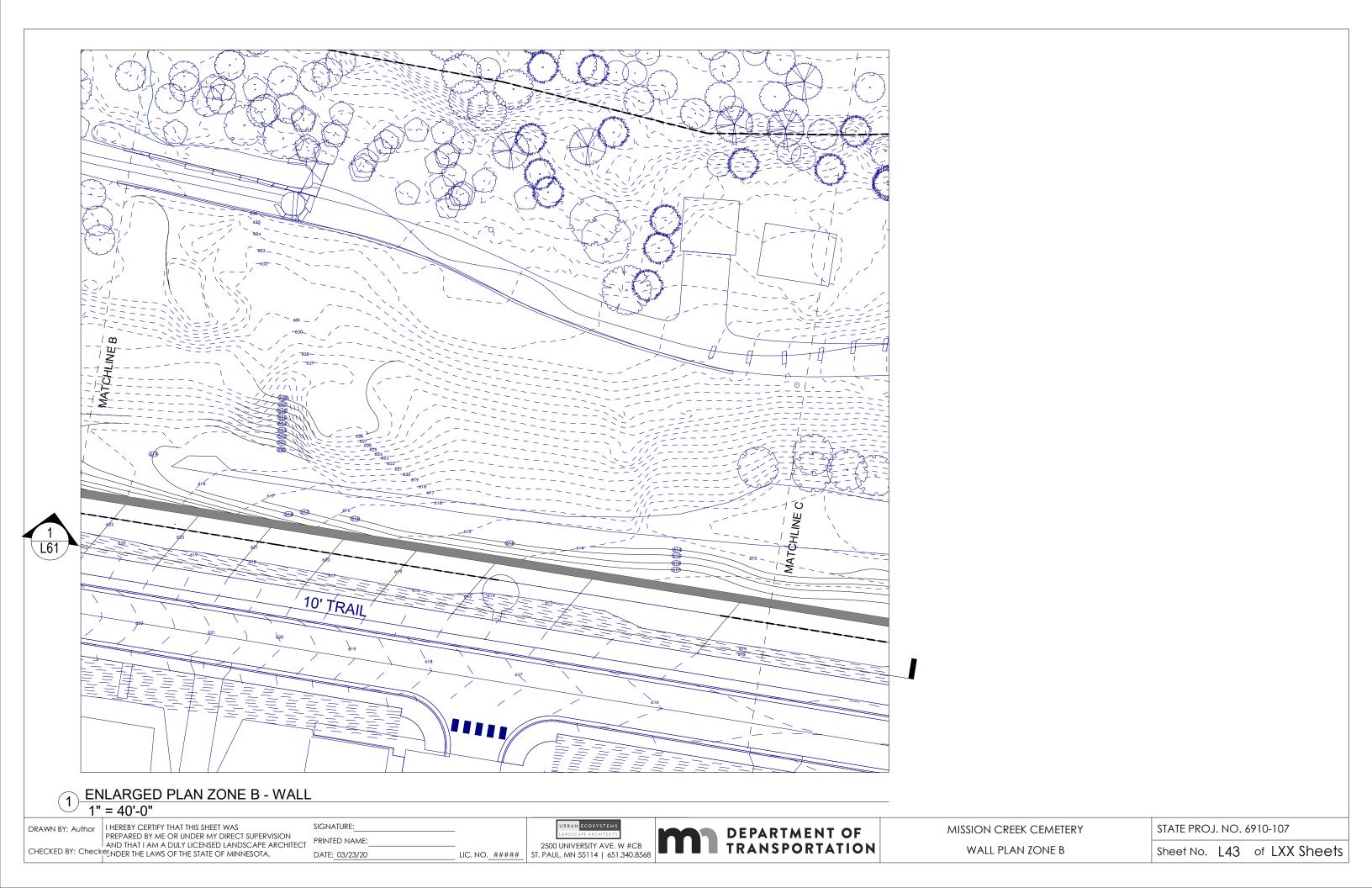
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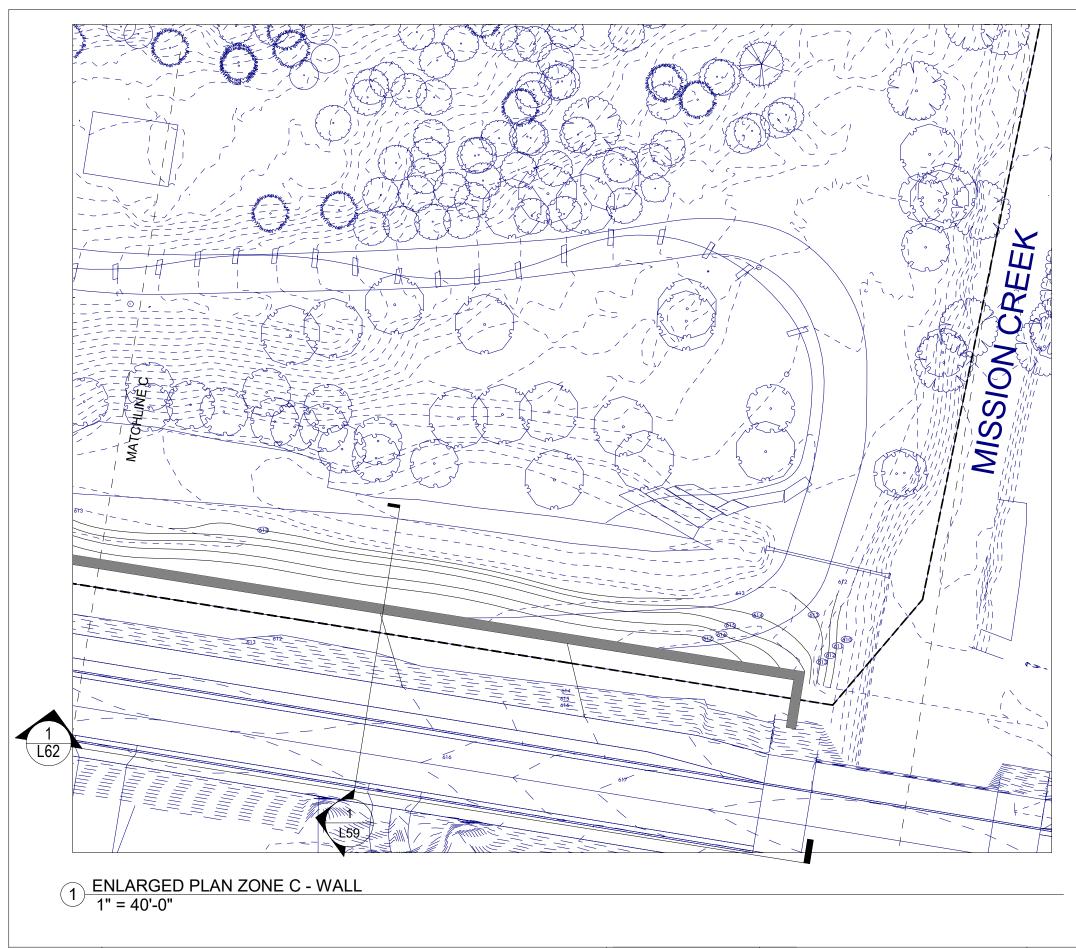


MISSION CREEK CEMETERY WALL PLAN ZONE A

STATE PROJ. NO. 6910-107

Sheet No. L42 of LXX Sheets





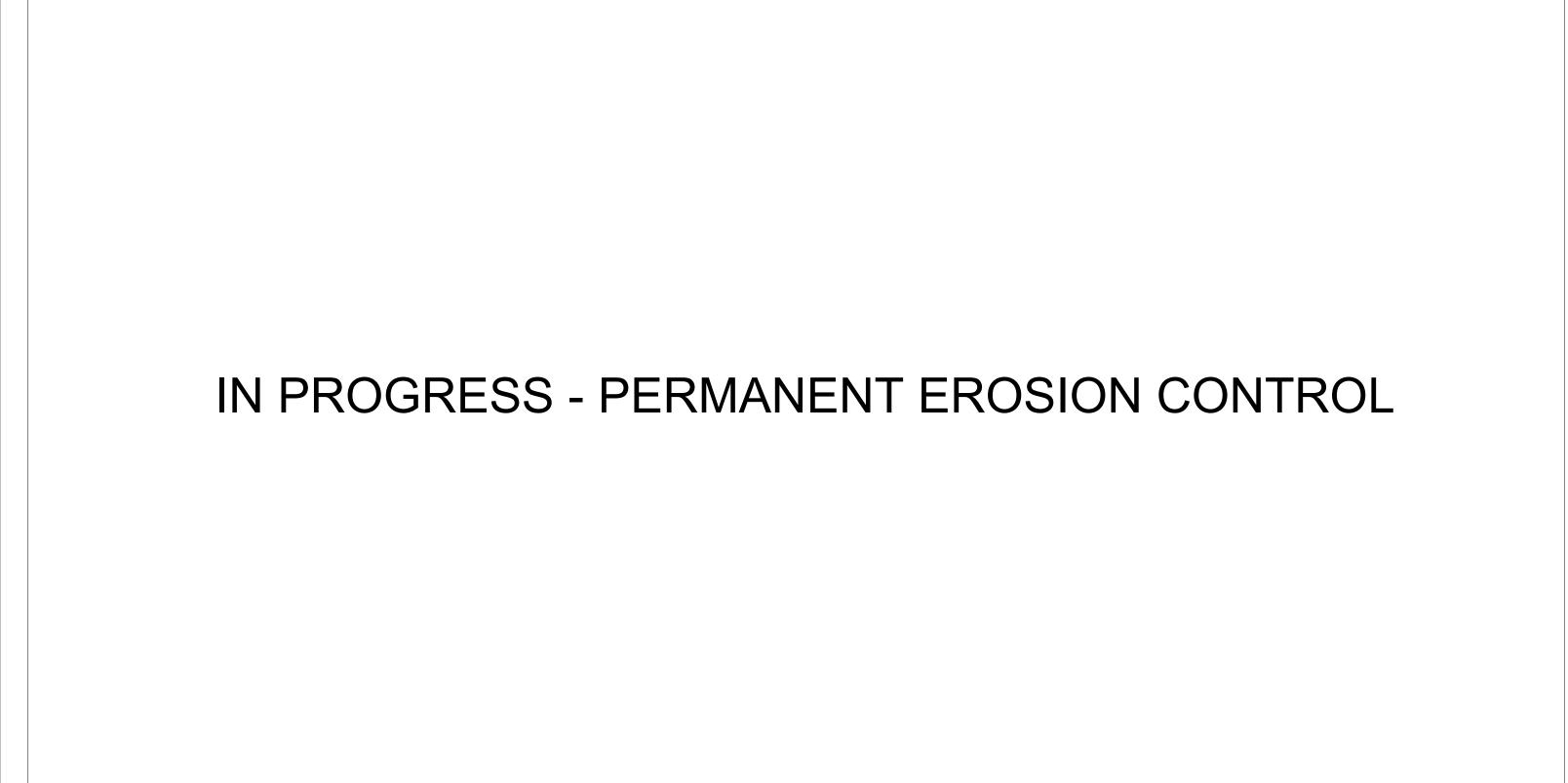
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MISSION CREEK CEMETERY WALL PLAN ZONE C

STATE PROJ. NO. 6910-107

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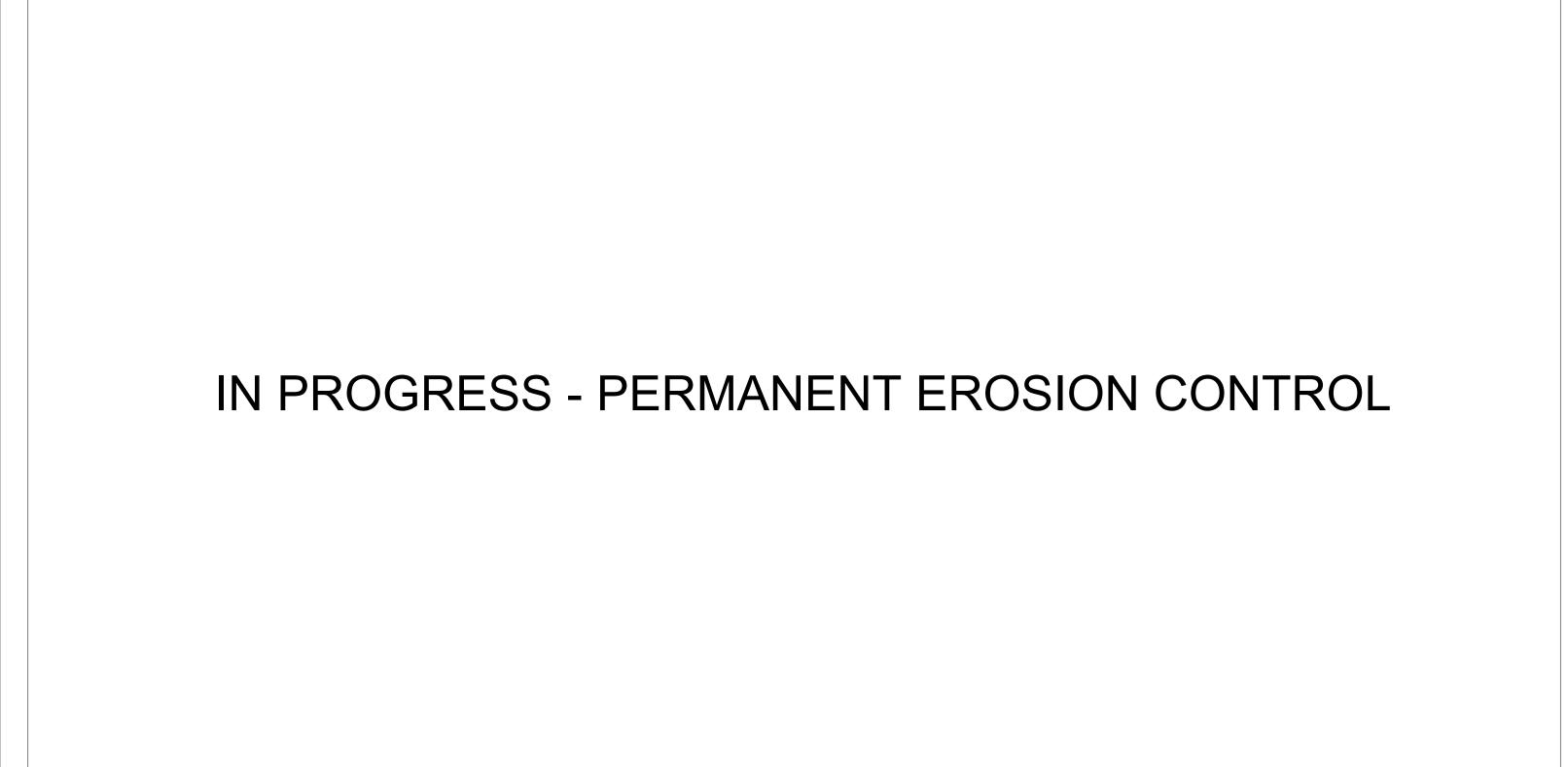
I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
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CHECKED BY: Checker NDER THE LAWS OF THE STATE OF MINNESOTA.

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MISSION CREEK CEMETERY



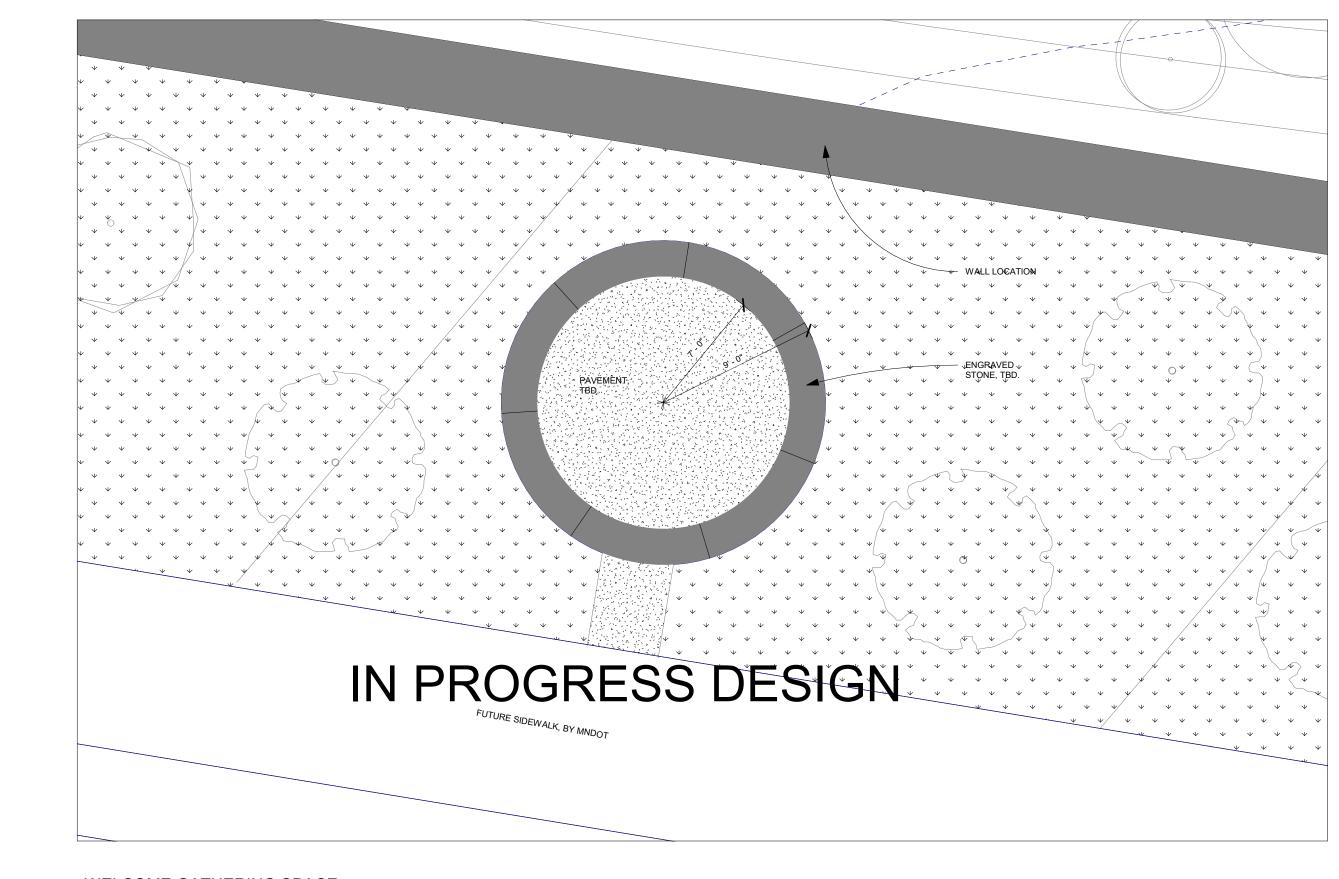
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1 WELCOME GATHERING SPACE 3/16" = 1'-0"

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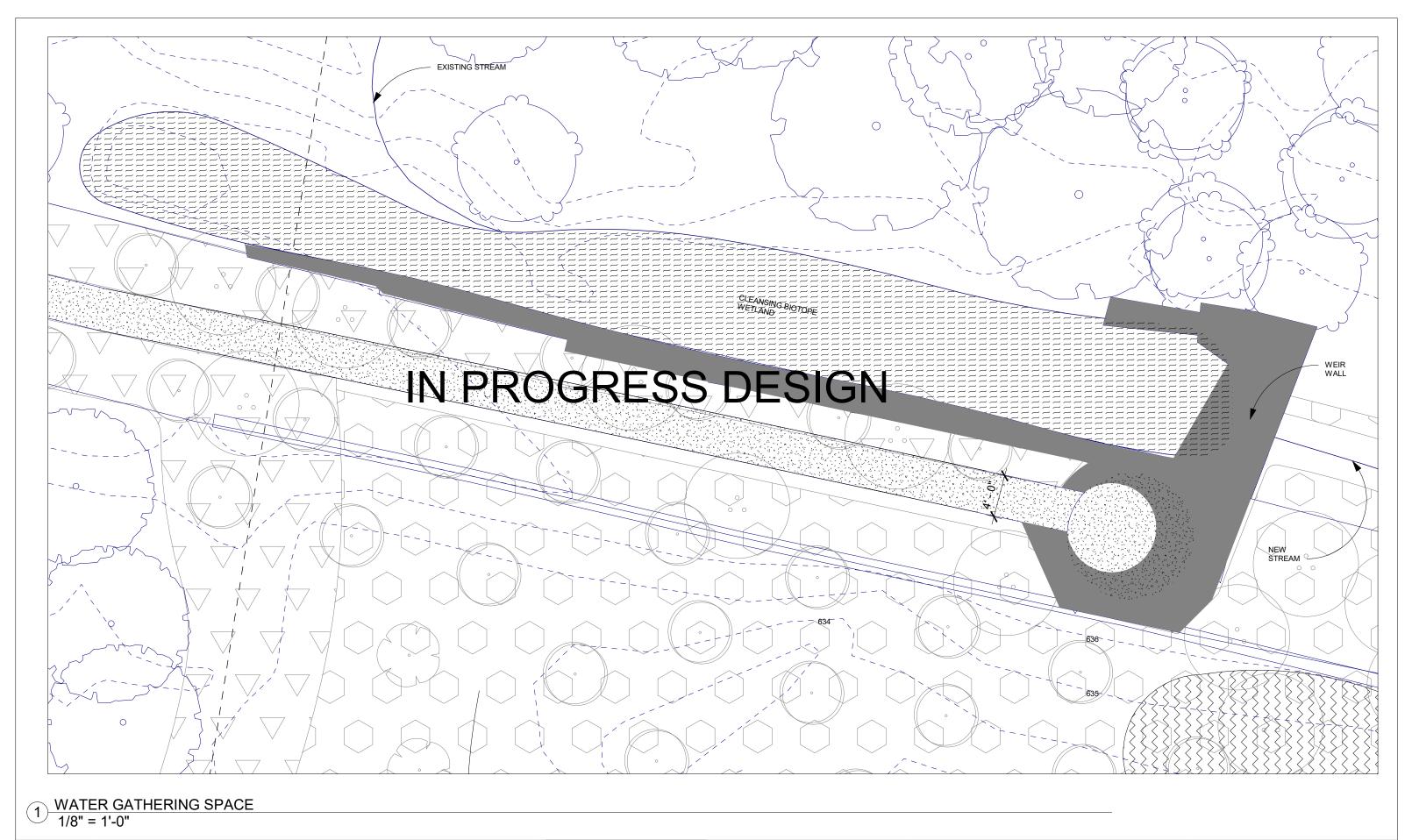




MISSION CREEK CEMETERY
ENLARGEMENTS

STATE PROJ. NO. 6910-107

Sheet No. L48 of LXX Sheets



DATE: 03/23/20

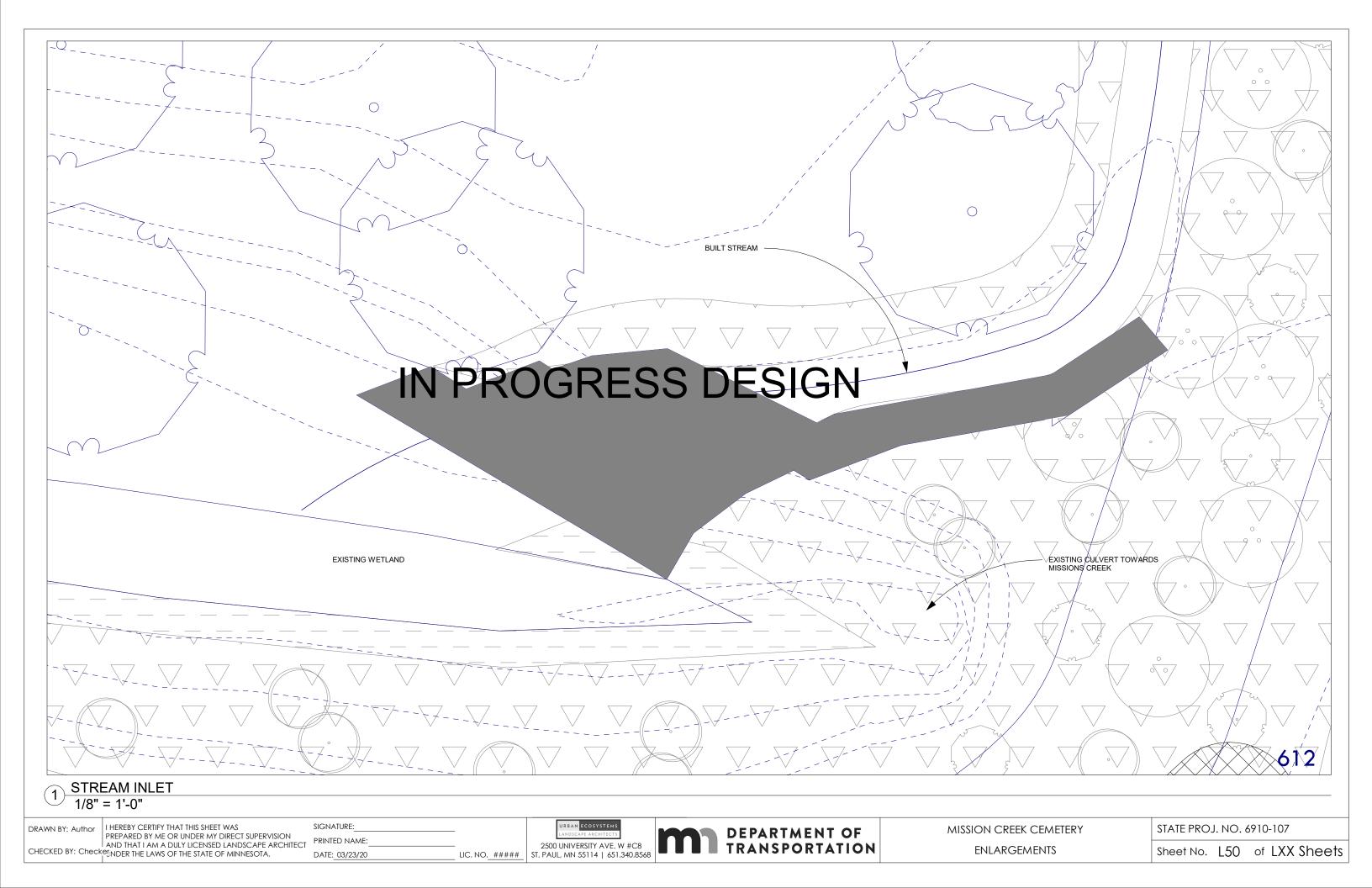
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MISSION CREEK CEMETERY **ENLARGEMENTS** 

STATE PROJ. NO. 6910-107

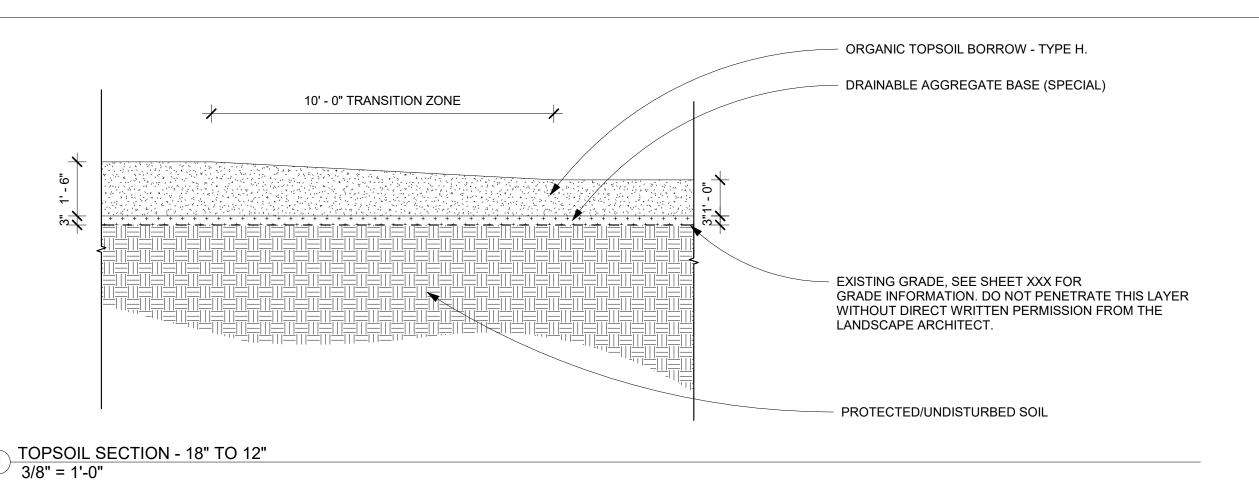
Sheet No. L49 of LXX Sheets

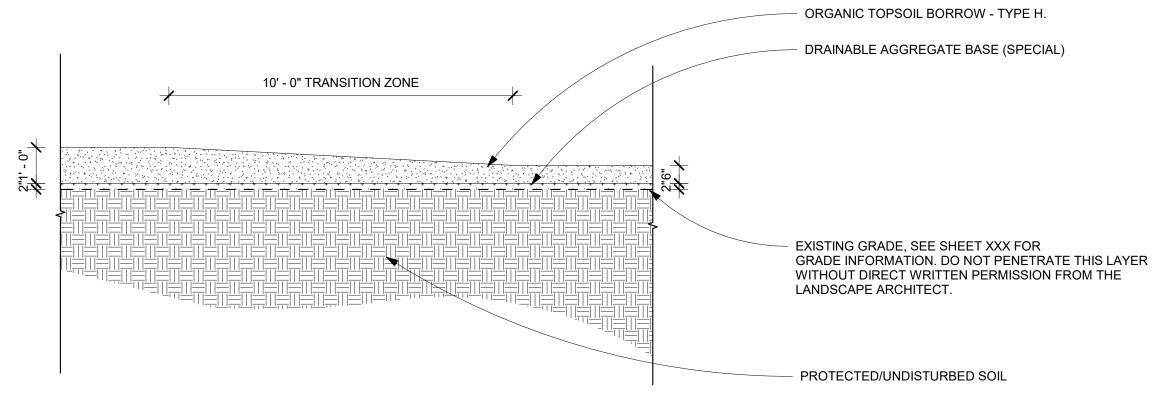




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TOPSOIL SECTION - 12" TO 6" 3/8" = 1'-0"

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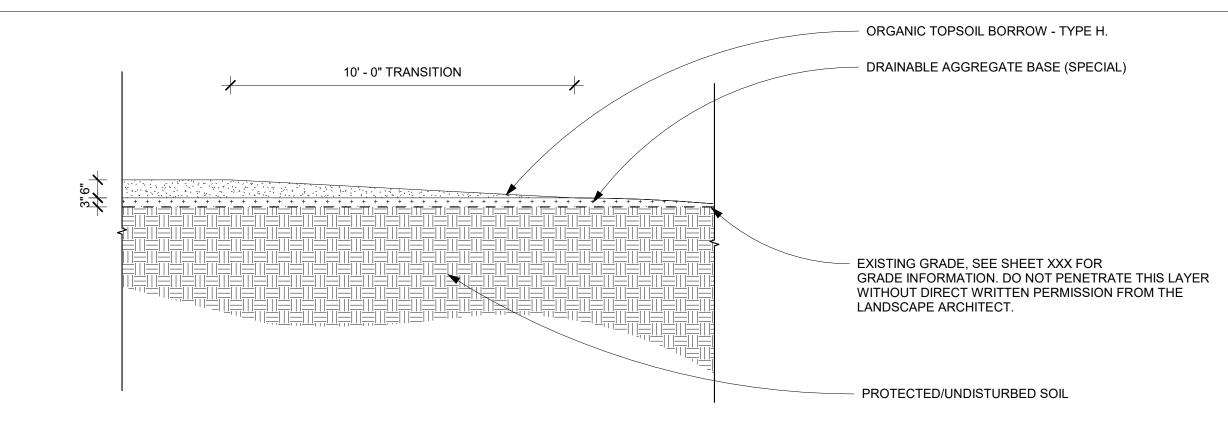




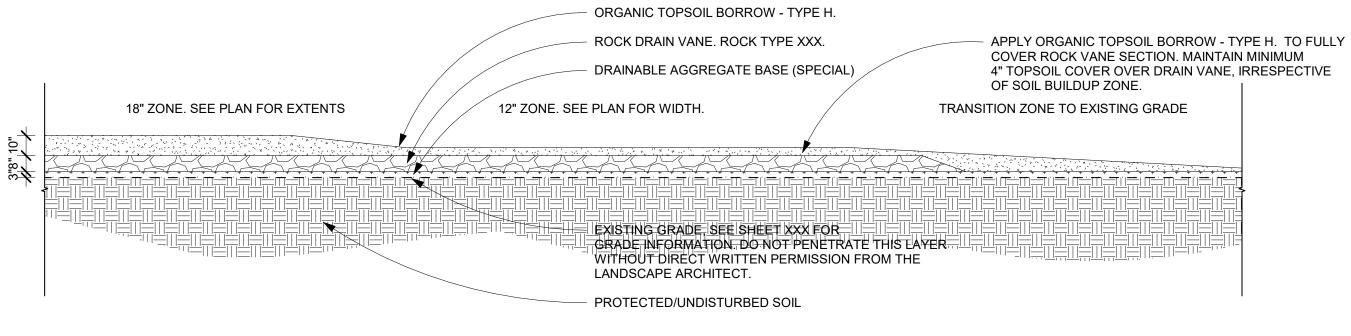
MISSION CREEK CEMETERY SECTIONS

STATE PROJ. NO. 6910-107

Sheet No. L52 of LXX Sheets



1 TOPSOIL SECTION - 6" TO EXISTING GRADE 3/8" = 1'-0"



2 DRAIN VANE TYPICAL CONDITION 1/4" = 1'-0"

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 #####

URBAN ECOSYSTEMS
LANDSCAPE ARCHITECTS

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LIC. NO. #####

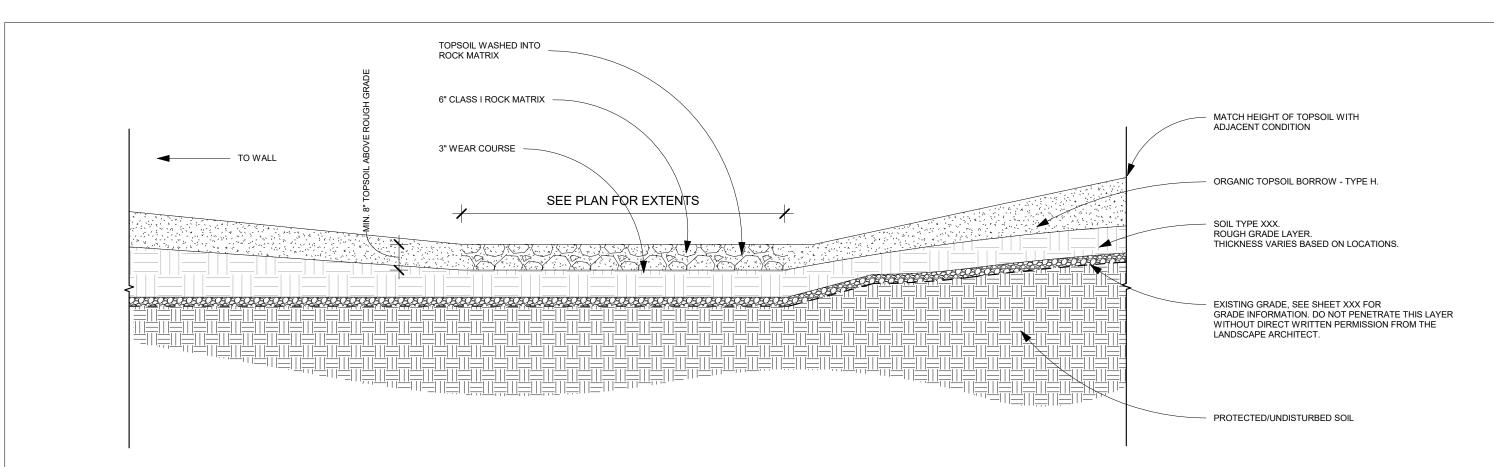
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MISSION CREEK CEMETERY
SECTIONS

STATE PROJ. NO. 6910-107

Sheet No. L53 of LXX Sheets



LOWER SWALE TYPICAL SECTION
3/8" = 1'-0"

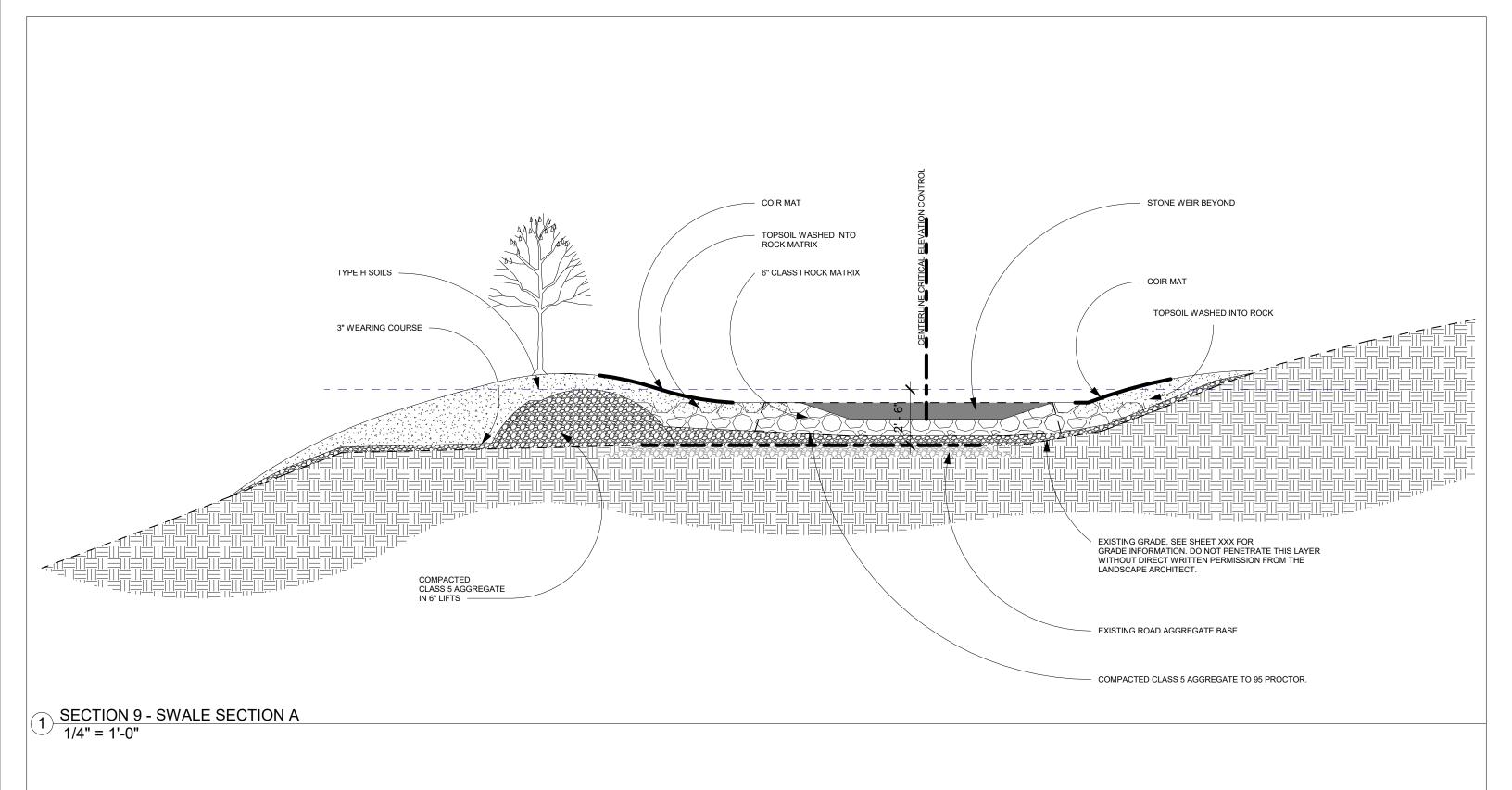
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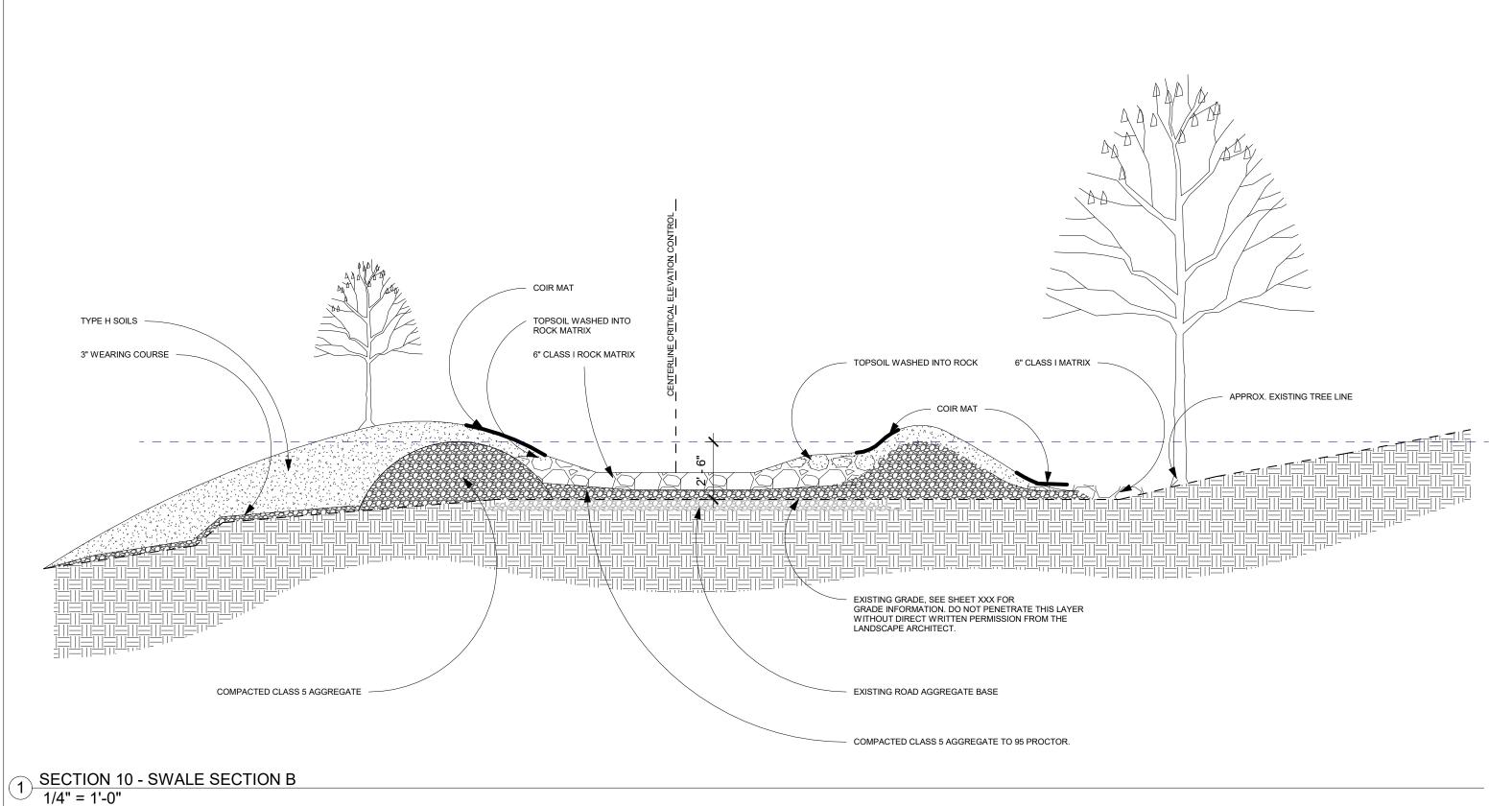
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MISSION CREEK CEMETERY
SECTIONS

STATE PROJ. NO. 6910-107

Sheet No. L55 of LXX Sheets



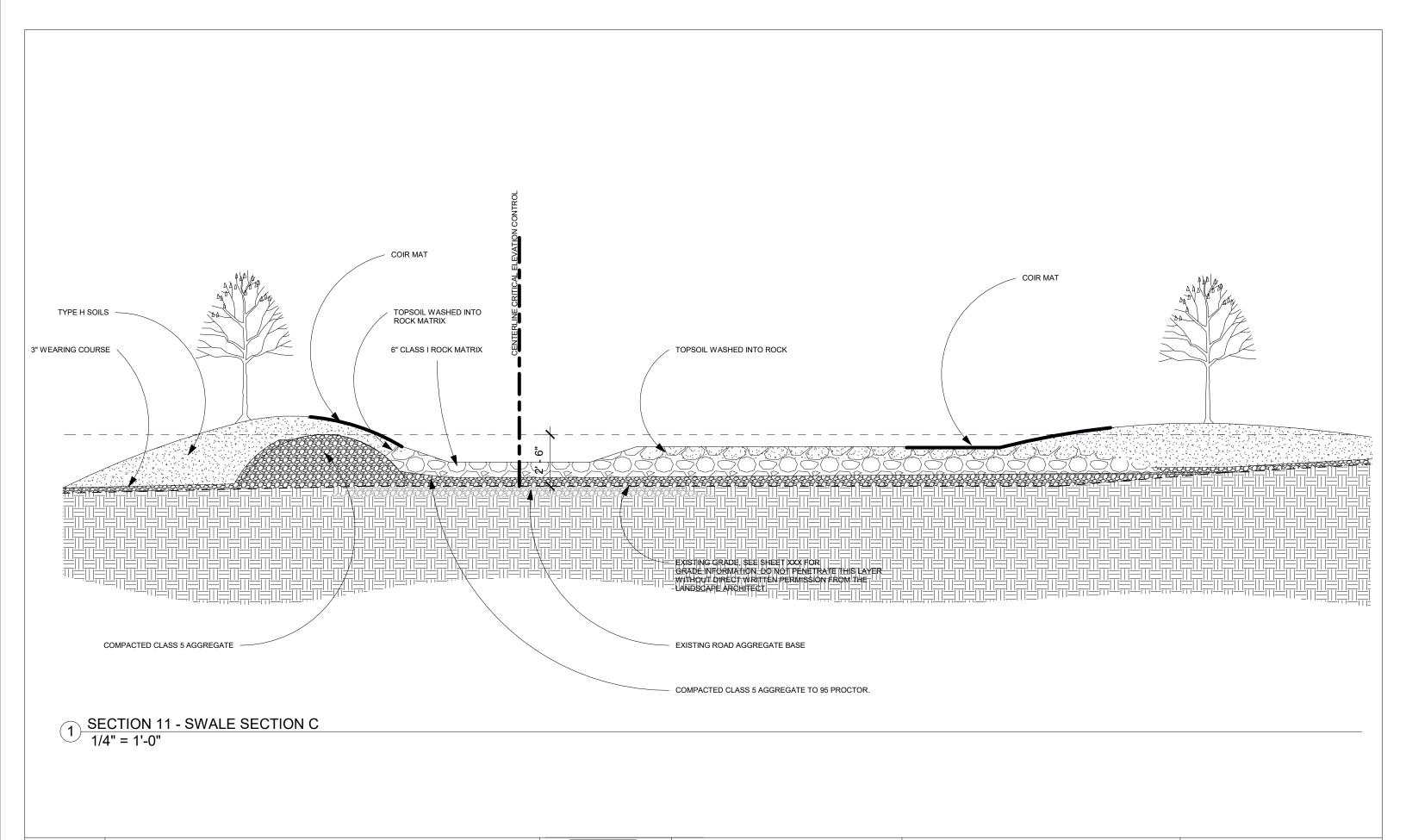
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MISSION CREEK CEMETERY SECTIONS

STATE PROJ. NO. 6910-107

Sheet No. L56 of LXX Sheets



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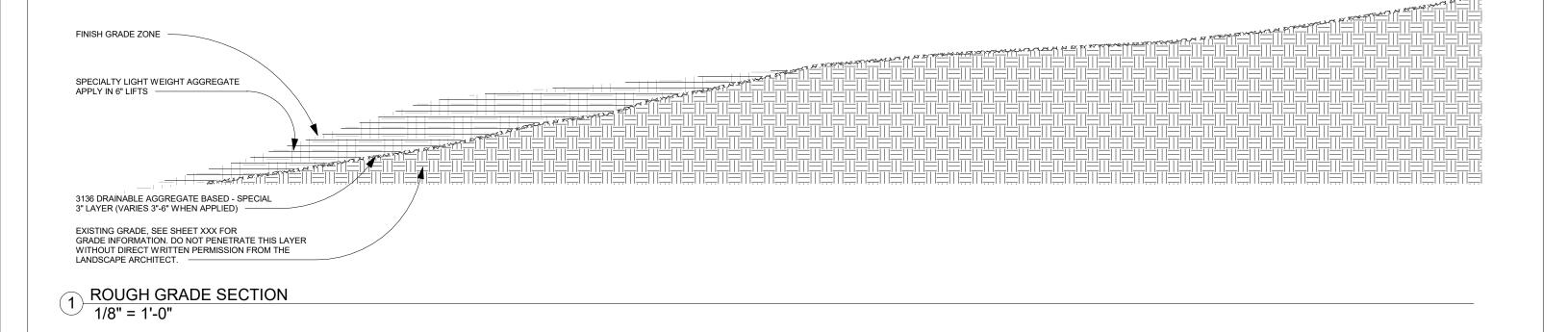
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MISSION CREEK CEMETERY SECTIONS

STATE PROJ. NO. 6910-107

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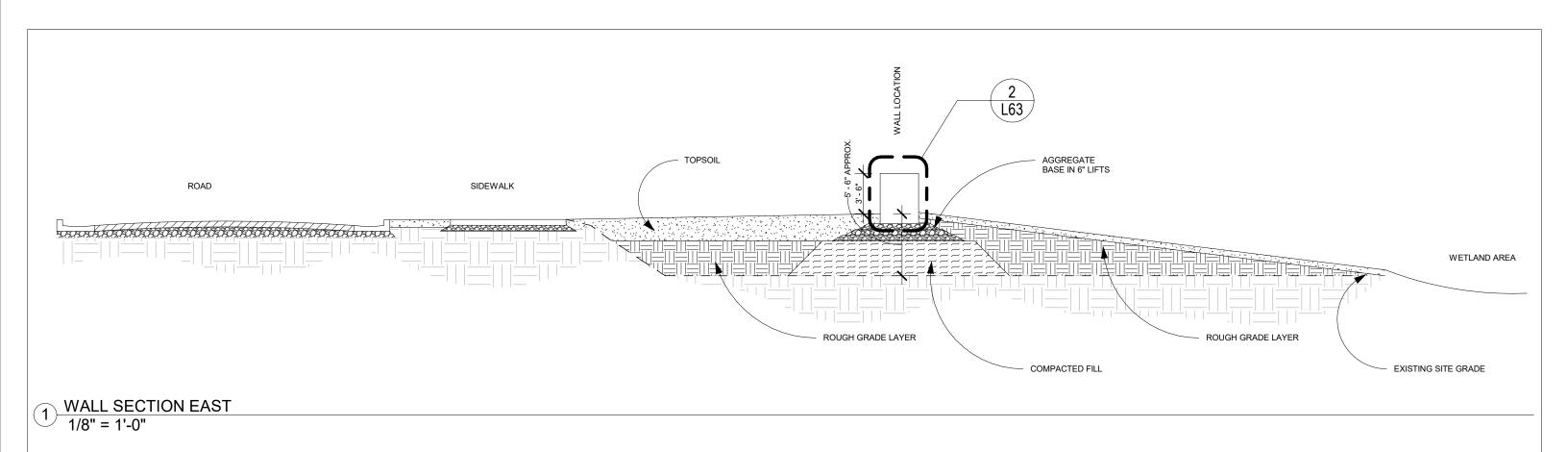
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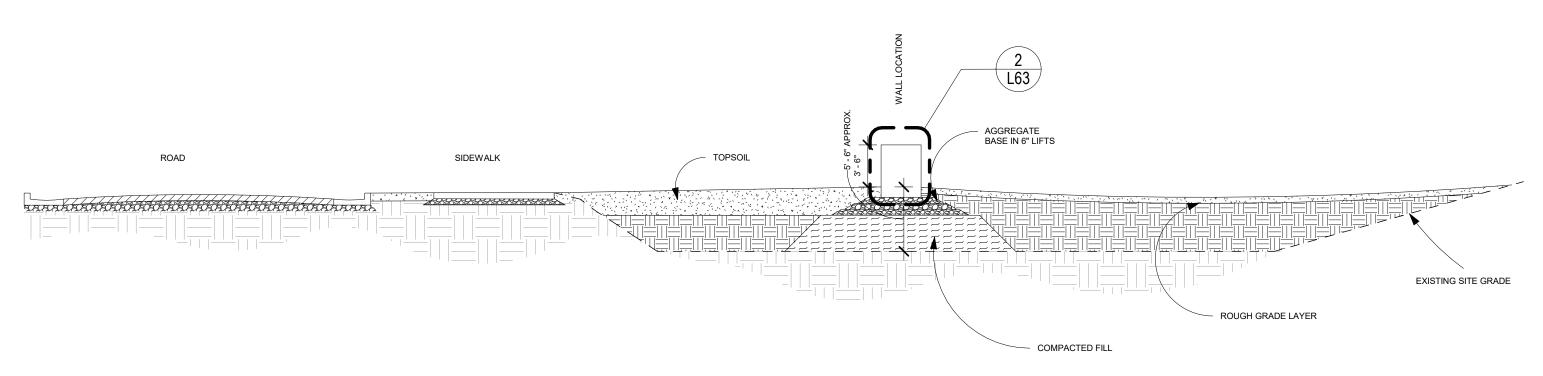


MISSION CREEK CEMETERY SECTIONS

STATE PROJ. NO. 6910-107

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2 WALL SECTION WEST 1/8" = 1'-0"

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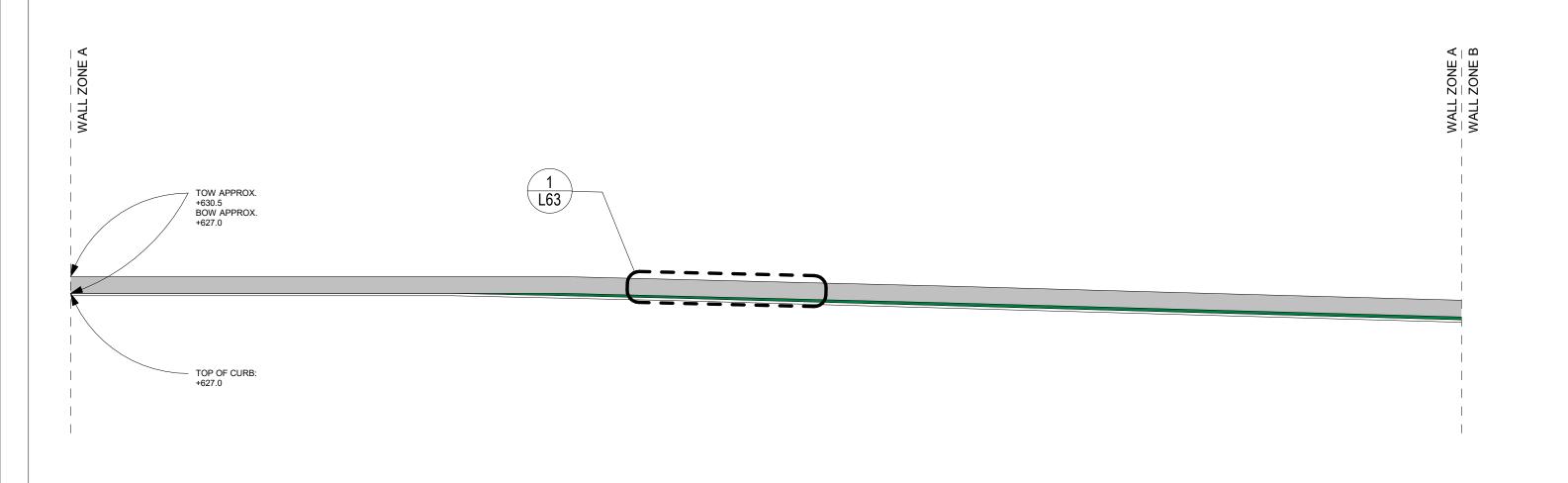




MISSION CREEK CEMETERY
SECTIONS

STATE PROJ. NO. 6910-107

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1 FULL WALL ELEVATION SECTION A 1" = 20'-0"

DATE: 03/23/20

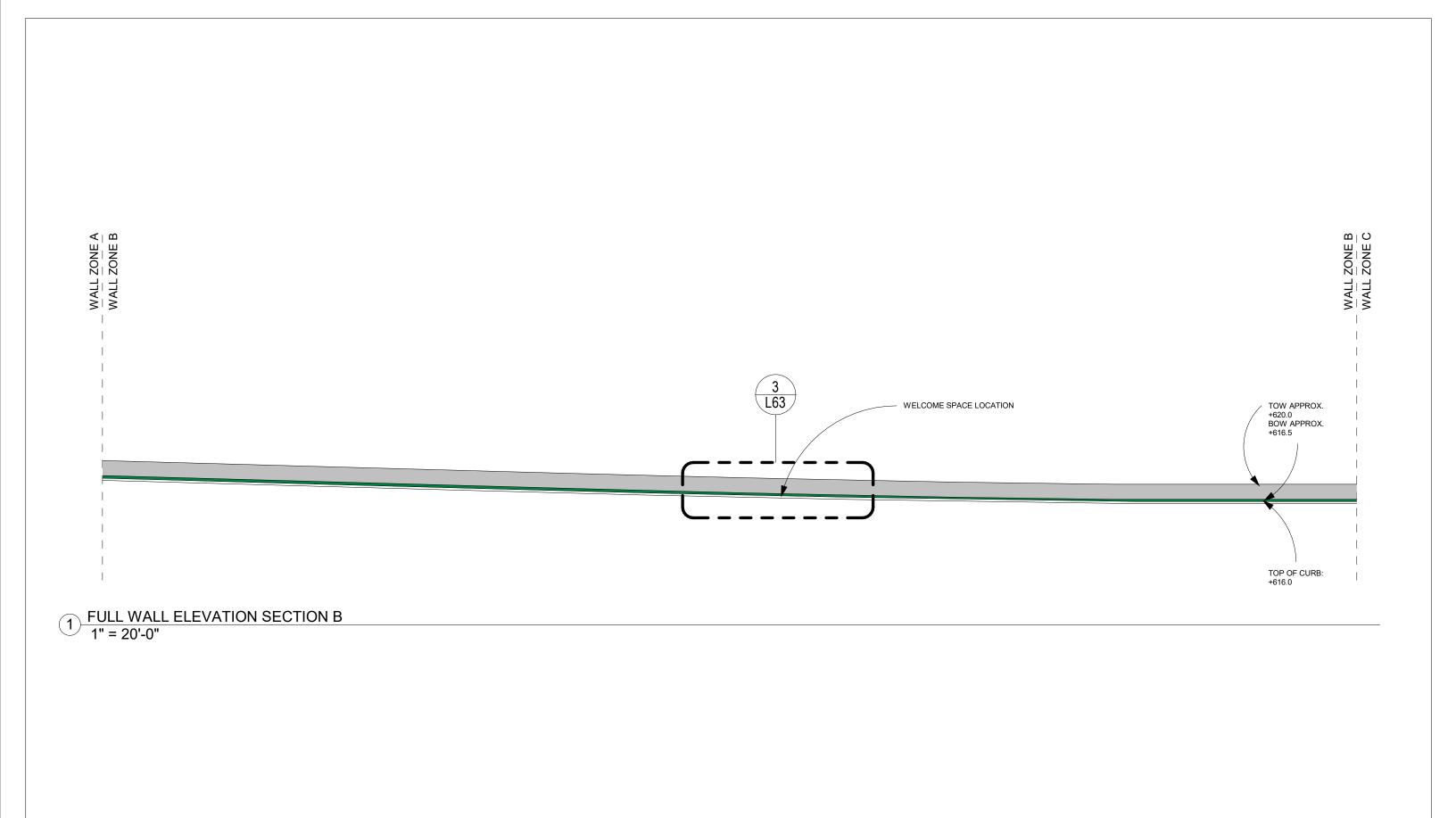
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MISSION CREEK CEMETERY **ELEVATIONS** 

STATE PROJ. NO. 6910-107

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URBAN ECOSYSTEMS
LANDSCAPE ARCHITECTS

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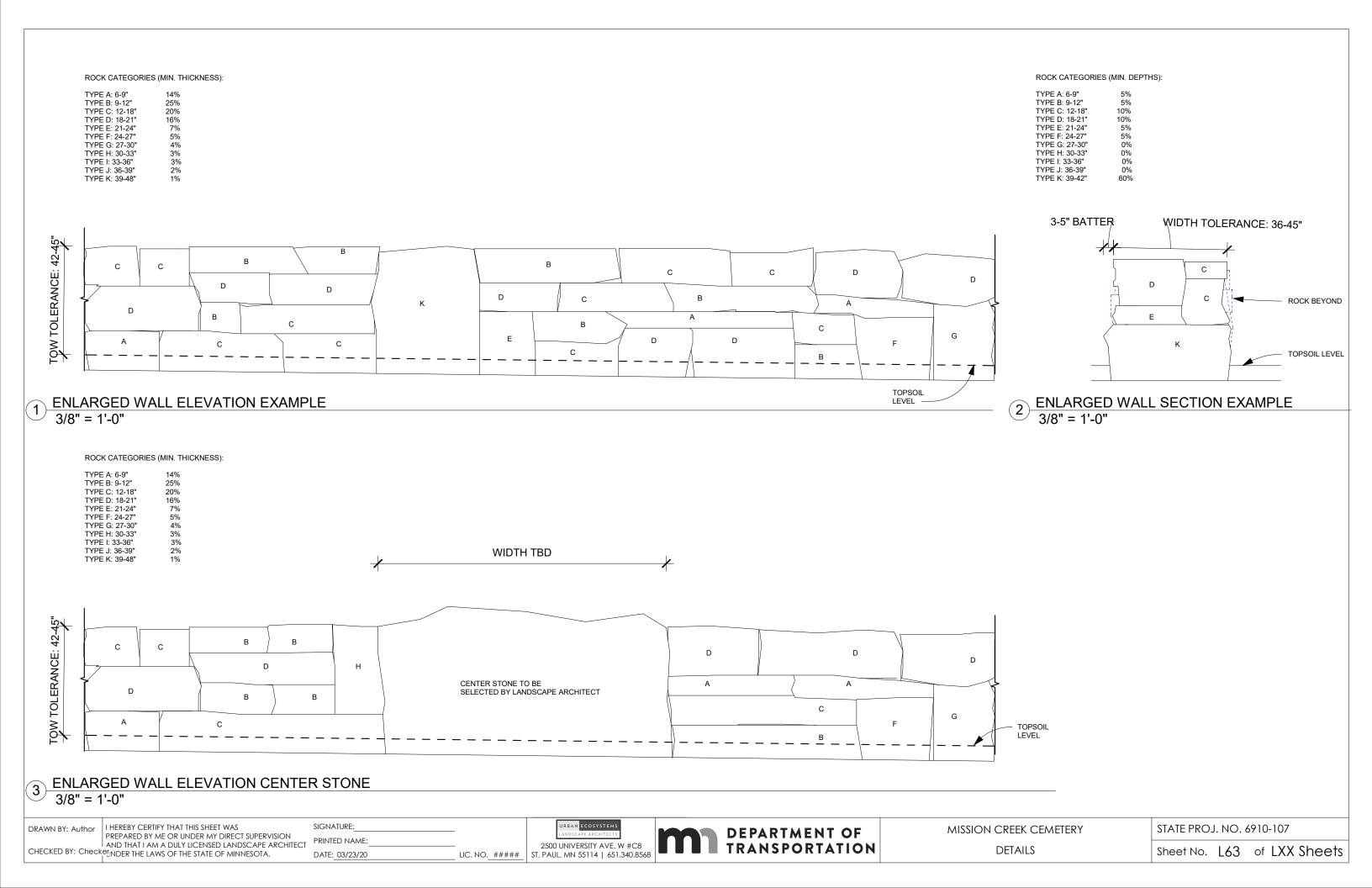
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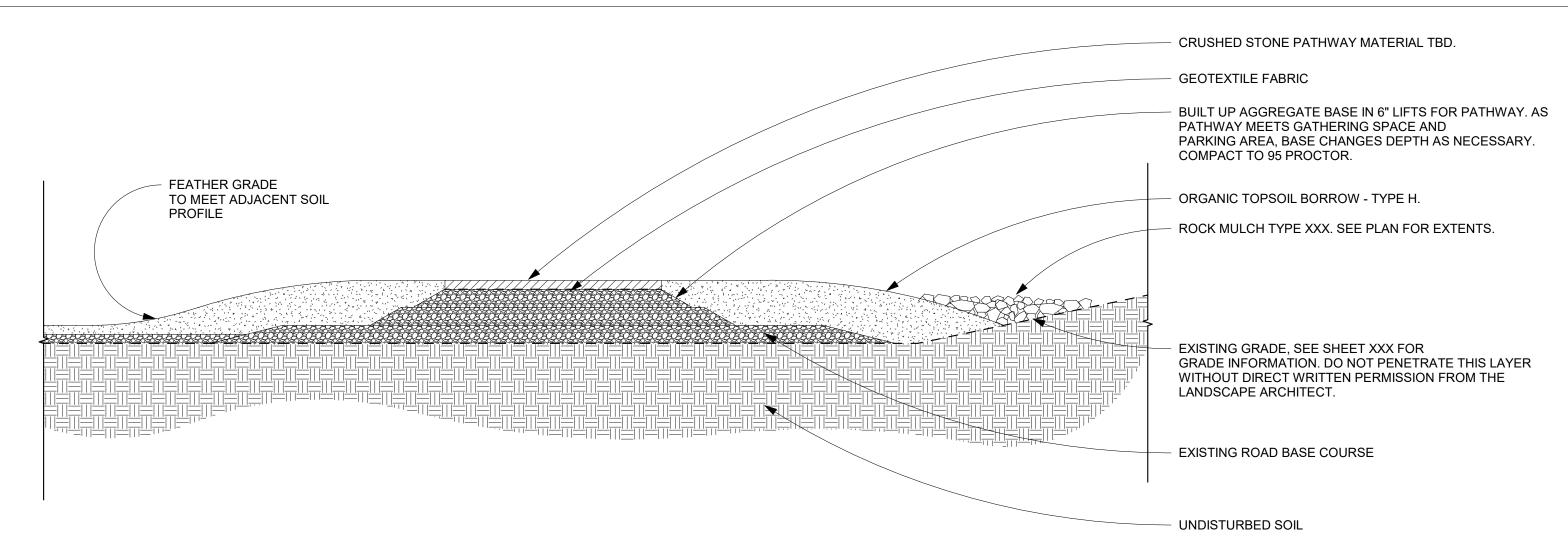


MISSION CREEK CEMETERY **ELEVATIONS** 

STATE PROJ. NO. 6910-107

Sheet No. L62 of LXX Sheets





PATHWAY SECTION 3/8" = 1'-0"

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DETAILS

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