

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 25, 2016
Item No.: 14.a

Department Approval



City Manager Approval



Item Description: Wheaton Woods – Public Improvement Contract Approval

BACKGROUND

The City Council approved the Preliminary Plat for Wheaton Woods on March 28, 2016. The proposed Wheaton Woods Plat consists of 17 single family lots (11 LDR-1 lots and 6 LDR-2 lots)

The Developer, Golden Valley Land Development Company, Inc. has worked with the City to develop the Public Improvement Contract for the new infrastructure that is needed to serve the new development. The new public infrastructure includes; public street and curbing, bio-retention ponds, sanitary sewer lines, watermain lines and hydrants, and storm sewer lines with structures. The City would maintain all of these public improvements upon final acceptance.

DISCUSSION

In order to serve the lots in the plat, the following public improvements need to be made. The detail of such improvements are specified in the Public Improvement Contract (Attachment A) and shown in the plans (Attachment B) and are summarized as follows;

1. Site Grading and Turf Restoration: The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall perform turf restoration on the Property which shall include seeding, mulching and erosion control.
 - a. The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
 - b. The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as-constructed survey) of the development to the City after site grading, with street and lot grades.
 - c. All improvements to the lots and the final grading shall comply with the approved grading plan.
2. Street Improvements: The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements

include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.

- a. The Developer shall construct the streets as shown on the Plat, including the connection to Dale St. N. The new street shall be 650 feet more or less of 32 foot wide (face to face) bituminous street with type B618 curb and gutter. Parking will be allowed on both sides of the street. The typical section of pavement for the streets shall be 7-ton design.
 - b. Unusable material within the roadway shall be removed by the Developer.
 - c. All subgrade excavation and filling shall be completed by the Developer in accordance with City details, City specifications, MnDOT's specifications, and the approved site grading and drainage plans.
 - d. The City reserves the right to test as necessary, at the Developer's expense, all grading work. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade work by the City.
3. Landscaping Plan: The Landscaping shown on the Landscaping Plan shall be constructed in accordance with specifications and the City approved Public Improvement Construction Plans.
 4. Watermain construction: The Developer shall construct all watermain determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
 - a. All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.
 5. Sanitary sewer construction: The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including individual lot services.
 - a. All sanitary sewers shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
 - b. Unused sanitary sewer service stubs on Dale Street shall be removed per City policy.
 6. Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
 - a. Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
 - b. Infiltration basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
 7. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.

a. All unused curb openings along Dale St. N. curb line shall be removed and replaced with non- surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.

b. Utility trenches shall be restored by the Developer per City standard plate.

8. Erosion control: Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following.

a. No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.

b. Measures shall be installed in compliance with MPCA NPDES permit requirements.

c. The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.

d. To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep Wheaton Ave. and Dale St. N. on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.

e. If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.

All work would be done through the developer's contractor. All costs for the improvements would be paid by the developer. The estimated cost of construction of the public infrastructure is \$321,504. The developer will provide a financial security in the amount of 125% of the estimated cost of construction (\$100,000) in the event the developer fails to perform.

The City would provide oversight on the construction. The Developer will pay the City \$10,288.00 for these inspection services.

The attached contract has been reviewed by the City Attorney.

FINANCIAL IMPLICATIONS

The estimated cost of these improvements based on preliminary figures provided by the developer's engineering consultant is approximately \$257,203.

The contract as presented has the developer paying for all the costs of the improvement including; design, inspection, construction and city staff time related to the improvement.

108 **STAFF RECOMMENDATION**

109 Approve Wheaton Woods - Public Improvement Contract subject to approval of the Final Plat.

110 **REQUESTED COUNCIL ACTION**

111 Approve Wheaton Woods - Public Improvement Contract subject to approval of the Final Plat.

Prepared by: Jesse Freihammer, City Engineer/Asst. Public Works Director

Attachments: A: Public Improvement Contract
B: Proposed Improvement Site Plan

**PUBLIC IMPROVEMENT CONTRACT
WHEATON WOODS**

- I. **Parties.** This Agreement, dated _____, 2016, is entered into between the City of Roseville, a Minnesota municipal corporation, whose address is 2660 Civic Center Drive, Roseville, Minnesota 55113 (“the **City**”), and Golden Valley Land Company, Inc., a Minnesota corporation, whose address is 6001 Glenwood Ave., Golden Valley, MN 55422 (the “**Developer**”).
- II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “**Wheaton Woods**” (also referred to in this Agreement as the “Plat”). The land is legally described as follows:

See Legal Description attached as Exhibit A hereto (the “Property”).

- III. **Terms and Conditions of Plat Approval.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- A. **Plat Approval:** Subject to the terms and conditions of this Public Improvement Contract, the recitals above, and all other applicable City Code provisions, the City hereby approves the recording of the Plat.
- B. **Land Use:** The plat consists of 17 single family lots (11 LDR-1 lots and 6 LDR-2 lots). The property is to be improved with the following: public street and curbing, bioretention ponds, sanitary sewer lines, watermain lines and hydrants, and storm sewer lines with structures.
- C. **Public Improvements.** The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements (“Public Improvements”) in compliance with City approved Public Improvement Construction Plans described in Section III D below and all rules, regulations, standards and ordinances of the City:
1. **Site Grading and Turf Restoration.** The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall turf restoration on the Property which shall include seeding, mulching and erosion control.
 - a) The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.

- b) The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
- c) All improvements to the lots and the final grading shall comply with the approved grading plan.
2. Street Improvements. The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.
- a) The Developer shall construct the streets as shown on the Plat, including the connection to Dale St. N. The new street shall be 650 feet more or less of 32 foot wide (face to face) bituminous street with type B618 curb and gutter. Parking will be allowed on both sides of the street. The typical section of pavement for the streets shall be 7-ton design.
- b) Unusable material within the roadway shall be removed by the Developer.
- c) All subgrade excavation and filling shall be completed by the Developer in accordance with City details, City specifications, MnDOT's specifications, and the approved site grading and drainage plans.
- d) The City reserves the right to test as necessary, at the Developer's expense, all grading work. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade work by the City.
3. Landscaping Plan. The Landscaping shown on the Landscaping Plan shall be constructed in accordance with specifications and the City approved Public Improvement Construction Plans.
4. Watermain construction: The Developer shall construct all watermain determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
- a) All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.
5. Sanitary sewer construction: The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including individual lot services.
- a) All sanitary sewers shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
- b) Unused sanitary sewer service stubs on Dale Street shall be removed per City policy.
6. Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
- a) Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.

- b) Infiltration basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
7. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
- a) All unused curb openings along Dale St. N. curb line shall be removed and replaced with non- surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.
- b) Utility trenches shall be restored by the Developer per City standard plate.
8. Erosion control. Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following.
- a) No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.
- b) Measures shall be installed in compliance with MPCA NPDES permit requirements.
- c) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep Wheaton Ave. and Dale St. N. on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.
- D. **Development Plans.** The Property shall be developed in accordance with the following plans, specifications and other documents ("Plans"). With the exception of the Plat, the Plans may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the Plans have been submitted to and approved by the City. The Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans (which are sometimes referred to herein as the "Public Improvement Construction Plans") are as follows:
- a) Plat
- b) Utility Plan
- c) Grading, Drainage and Erosion Control Plan

- d) Grading Notes and Details
- e) Street, Sanitary Sewer and Watermain Details
- f) Tree Preservation Plan
- g) Sanitary Sewer, Watermain, Storm Sewer and Street plan.
- h) Landscaping Plan.
- i) **Other**

E. Notice to Proceed. The improvements shall be installed in accordance with the City approved Plans and the rules, regulations, standards and ordinances of the City. The plans and specifications shall be prepared by a competent registered professional engineer, furnished to the City for review, and shall be subject to the approval of the City Engineer. No work shall commence on the Property until the City Engineer notifies the Developer that the work can commence.

1. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and other agencies and governmental authorities before proceeding with construction. Copies of these permits must be provided to the City Engineer.
2. The Developer or its engineer shall schedule a preconstruction meeting at a mutually agreeable time at City Hall with all the parties concerned, including City staff, to review the program for the construction work.
3. The Developer represents to the City that the Plat complies with all City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

F. Time of Performance. The Developer shall complete all required improvements enumerated in Paragraph C by October 1, 2016. The Developer may, however, forward a request for an extension of time to the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

G. Inspection. The Developer shall provide the services of a Project Representative and assistants at the site to provide continuous observation of the work to be performed and the improvements to be constructed under this Agreement.

1. The Developer shall provide the City Engineer a minimum of one business day notice prior to the commencement of the underground pipe laying and service connection; and prior to subgrade, gravel base and bituminous surface construction.
2. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an

amount equal to 1% per occurrence, of the amount of the security required for Developer improvements, which amount the Developer agrees to pay to the City upon demand.

H. **Engineering Coordination.** A City Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City inspection services an amount equal to 4% of the estimated cost of the Public Improvements (\$257,203), which amount is \$10,288. This amount shall be paid at or prior to the execution of this Agreement.

I. **Security.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Public Improvements and construction of all Public Improvements, the Developer shall furnish either: a) a cash deposit, or b) an irrevocable letter of credit for \$321,504 in a form to be approved by the City (the "Financial Security"). The amount of the Financial Security is 125% of the estimated cost to construct the Public Improvements. The City shall have the right to draw on the Letter of Credit in the event that the Developer fails to perform any of its obligations under this Agreement.

1. **Reduction of Security.** Periodically upon the Developers written request, the City Engineer may reduce the amount of the Financial Security for completed Public Improvements provided the following conditions are met:

a) The Developer's engineer certifies that the Public improvements have been constructed to City Standards and in accordance with the Plans.

b) The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.

c) The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

The amount of reduction shall be equal to that portion of the Financial Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Financial Security be less than the greater of: (i) 25% of the original amount of the Financial Security, or (ii) 125% of the estimated cost to complete the Public Improvements which have not been completed as determined by the City Engineer.

2. **Release of Security.** This Agreement shall run with the land and may be recorded against the title to the Property. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements. This is accomplished through a City Council resolution provided the following conditions are met:

a) **As-built Survey.** The Developer shall provide an as-built survey upon completion of the Public Improvements described in Paragraph C in reproducible and digital (AutoCAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

1 b) **Certification.** The Developer's engineer submits a letter certifying that the Public
2 Improvements have been constructed to City Standards in accordance with the Plans and
3 requests that the City accept the Public Improvements.

4 c) **Payment.** The Developer provides documentation that its contractors and their
5 subcontractors and suppliers have been paid in full for the work completed and the
6 materials supplied.

7 d) **Determination of Completion.** The City Engineer and the City Council have
8 determined that all Public Improvements have been completed in accordance with the
9 Plans, specifications and terms of this Agreement.

10 The date of City acceptance of the Public Improvements shall be the date of the City Council
11 resolution accepting the Public Improvements

12 In the event that a Letter of Credit is given as the Financial Security the term of any Letter of
13 Credit provided by the Developer must be at least one year. Notwithstanding anything to the
14 contrary contained herein, in the event that: i) some or all of the Public Improvements have
15 not been completed and accepted by the City before the expiration date of the Letter of
16 Credit, ii) the City has been notified that the Letter of Credit is not being extended for
17 another term of at least one year, and iii) no replacement Letter of Credit satisfactory to the
18 City has been delivered to the City, the City shall have the right to draw on the full amount of
19 the Letter of Credit at any time prior to the expiration of the Letter of Credit. In the event of
20 such draw on the Letter of Credit, the City shall have the right to use the amount drawn to
21 complete any unfinished Public Improvements, perform any unperformed obligations of the
22 Developer, pay the costs to draw on the Letter of Credit and/or pay any costs to enforce this
23 Agreement. The Letter of Credit shall allow Partial Draws and shall provide that a draw can
24 be made on the Letter of Credit at a location which is in or within 30 miles of the City of
25 Roseville.

26 J. **Ownership of Improvements and Risk of Loss.** Upon completion and City acceptance of the
27 Public Improvements, all Public Improvements lying within public rights-of-way and easements
28 shall become City property without further notice or action. The Developer shall be responsible for
29 the risk of loss of all Public Improvements constructed by the Developer until ownership thereof
30 passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement
31 constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of
32 such Public Improvement passes to the City. The following special requirements shall apply with
33 respect to the maintenance of Public Improvements which have been completed and accepted by the
34 City: Public Improvement Easement and Maintenance Agreement. A Public Improvement Easement
35 and Maintenance Agreement in a form and content satisfactory to the City shall be entered into by
36 the City and the Developer and recorded by the Developer at the time this Agreement is recorded.

37 K. **Warranty.** The Developer shall install and construct the Public Improvements in accordance with
38 the terms and conditions of this Agreement. The Developer warrants the Public Improvements and
39 all work required to be performed by the Developer hereunder against poor material and faulty
40 workmanship for a period of two (2) years after its completion and acceptance by the City. The
41 Developer shall repair or replace as directed by the City and at the Developer's sole cost and
42 expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii)
43 any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are
44 diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the

City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the two year warranty period. The Developer shall post maintenance bonds or other security acceptable to the City to secure the warranties described herein, which bonds or other security shall be in addition to the Financial Security described herein.

L. Utility Company Improvements. The utility improvements include underground gas, electric, and telephone service as installed by the appropriate utility company at the direction of the Developer. The Developer shall arrange for the installation of underground gas, electric, telephone and cable television before the final lift is started.

M. Park Dedication Fee. The park dedication fee for the Plat shall be \$49,000 and shall be paid to the City of Roseville upon or prior to the execution of this Agreement.

N. License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of the Public Improvements. This license shall expire after the Property has been completely developed and all of the Public Improvements have been accepted by the City.

O. Building Permits. In order to provide emergency vehicle access, a passable Class 5 road base must be extended to within 150 feet of any address seeking a building permit. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties. Building permits will be allowed on all 6 Dale St. N. lots after the final plat is filed.
Building permits will be allowed on Lot 1/Block 1 and Lot 2/Block 2 after the final plat is filed.

P. Land Occupancy. No certificate of occupancy shall be issued until:

1. Curb and gutter and bituminous surfacing (at least the first lift) are installed and approved by the City Engineer.
2. The installation of a hard surface driveway.
3. The installation of the appropriate ground cover.

Q. Construction Management. The Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood as follows:

1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
2. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.
3. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on weekends.
4. **Site Access.** All site access for the construction of the public improvement shall come from Dale Street. No heavy equipment shall use the existing access from Wheaton Avenue without written authorization of the Public Works Director.

5. Site Maintenance. The Developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After the Developer has received twenty-four (24) hour verbal notice, the City shall have the right to complete or contract to complete the site maintenance work at the Developer's expense, which amount the Developer shall pay to the City upon demand.
6. Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year. Work may be performed after November 1st only with the approval of the City Engineer, and if permitted such work shall comply with City specifications.
7. Bituminous and Concrete Material Acceptance. The City shall not accept concrete curb and gutter that has structural or cosmetic defects. The City shall identify all defective curb for removal. The City shall not accept bituminous base course with less than 91.5% density or that has an open graded appearance as determined by the City Engineer. This is considered to be rejected and shall be required to be removed at the Developer's expense. At no time shall the bituminous wear course be installed after September 1st of any calendar year or prior to weight restrictions being lifted in the spring.
8. Televising. All storm sewer and sanitary sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on DVD.
9. Project Identification Signage. Project identification signs shall comply with City Code Regulations.

R. **Certificate of Insurance.** The Developer shall provide, prior to the commencement of any site work or other development of the Property, evidence that it has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes workman's compensation and general liability. Limits for bodily injury and death shall not be less than \$1,000,000 for one person and \$1,500,000 per occurrence. Limits for property damages shall be not less than \$500,000 for each occurrence. The City shall be included as an additional insured on general liability and property damage policies. The Developer shall provide the City with a renewal certificate of insurance at least 30 days prior to the expiration date of any policy required hereunder.

S. **All Costs Responsibility of Developer.** The Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the development of the Property, and the construction of the improvements required by this Agreement, including but not limited to, all costs of persons doing work or furnishing skills, tools, machinery and materials; insurance premiums; Letter of Credit fees and bond premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Property; and all costs incurred pertaining to the inspection and monitoring of the work performed and improvements constructed on the Property. The City shall not be obligated to pay the

Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements or the development of the Property. The Developer agrees to defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the Property or the acts of the Developer, and its employees, agents or contractors in connection thereto.

1. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval, development of the Property, construction of the improvements or other work performed on the Property. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
2. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges, costs and fees referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, all of the Property, or any part of it.
3. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may, in addition to all other rights and remedies the City may have, halt development and construction work on the Property including, but not limited to, the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year, or the maximum amount allowed by law, whichever is less.
4. The Developer shall reimburse the City for all costs incurred in the enforcement of this Agreement, including all attorney and engineering fees.
5. In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, City storm water connection charges and building permit fees. The Developer shall pay all such other charges and fees upon being billed by the City.

T. Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default not less than 48 hours in advance or immediately before the City commences performing such work in the event of an emergency. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part, against the Developer and/or the Property.

U. Remedies. Upon the occurrence of a breach of this Agreement by the Developer, the City, in addition to any other remedy which may be available to it, shall have the right to do any or all of the following:

1. City may make advances or take other steps to cure the default, and where necessary, enter the Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the date of such advances or expenses at the rate of 10% per annum or the maximum allowed by law, whichever is less. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default or from any other default hereunder. The City shall not be obligated, by virtue of the existence or the exercise of this right, to perform any such act or cure any such default.
2. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
3. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default.
4. Halt all development work and construction of improvements until such time as the event of default is cured.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any structure(s) for which permits have been issued.
6. Draw upon and utilize the Developer's Financial Security to cover the costs of the City in order to correct the default, the costs to complete any unfinished Public Improvements, the costs to draw on the Financial Security and/ or the costs to enforce this Agreement.
7. Terminate this Agreement by written notice to Developer at which time all terms and conditions contained herein shall be of no further force or effect and all obligations of the parties imposed hereunder shall be null and void.
8. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including attorney's fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any liability or damages, including reasonable attorney's fees, which may be incurred as a result of the exercise of the City's rights pursuant to this Agreement.

V. Assignment. The Developer may not assign this Agreement without the written permission of the Roseville City Council.

W. Notices to the Developer. Required notices to the Developer shall be in writing, and shall be either hand delivered to Peter Knaeble, or an officer, employee or agent of the Developer, or mailed to the Developer by registered or certified mail at the following address:

Golden Valley Land Co., Inc.
6001 Glenwood Ave.
Golden Valley, MN 55422

1 Attn: Peter Knaeble

2
3 X. **Notices to the City.** Required notices to the Developer shall be either hand delivered to the City
4 Engineer, or mailed to the City by registered or certified mail in care of the City Engineer at the
5 following address:

6 City of Roseville
7 2660 Civic Center Drive
8 Roseville, Minnesota 55113
9 Attn: City Engineer
10

11 Y. Miscellaneous.

- 12 1. The Developer shall comply with any and all applicable City, County, Metropolitan,
13 State and Federal laws and regulations including, but not limited to: subdivision
14 ordinances, zoning ordinances and environmental regulations that may apply to the Plat,
15 the development of the Property, and the construction of the Public Improvements
16 described herein.
- 17 2. The terms and conditions of this Agreement shall inure to the benefit of and shall be
18 binding upon the parties hereto, and their respective successors and assigns.
- 19 3. The obligations of all parties signing this Agreement as a Developer shall be joint and
20 several.
- 21 4. If any portion, section, subsection, sentence, clause, paragraph or phrase of this
22 Agreement is for any reason held invalid, such decision shall not affect the validity of the
23 remaining portions of this Agreement.
- 24 5. The action or inaction of the City shall not constitute a waiver or amendment to the
25 provisions of this Agreement. To be binding, amendments or waivers must be in writing,
26 signed by the parties and approved by the Roseville City Council. The City's failure to
27 promptly take legal action to enforce a default under this Agreement shall not be a waiver
28 or release of such default.
- 29 6. This Agreement shall run with the land and shall be binding upon the Developer, and its
30 successors and assigns. The Developer shall, at its expense, record this Agreement with
31 the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey
32 County Registrar of Titles if the Property is Torrens property. The Developer shall, prior
33 to the time this Agreement is executed and recorded, furnish the City with title evidence
34 and make arrangements satisfactory to the City to confirm that at the time that this
35 Agreement is executed and recorded the Developer is the sole fee simple owner of the
36 Property and that there are no other parties having an interest in, or a lien or encumbrance
37 against the Property. No work shall commence on the Property prior to the recording of
38 this Agreement.
- 39 7. This Agreement shall be governed by and construed in accordance with the laws of the
40 State of Minnesota. Any legal proceeding pertaining to this Agreement, or the rights or
41 obligations of the parties hereunder, shall be venued in courts or tribunals located in
42 Ramsey County, Minnesota.

1
2
3

8. In addition to all other terms and conditions of this Agreement the Developer shall comply with and perform the Conditions of Development attached hereto as Exhibit B.

1 Z. IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above
2 written.

3
4 CITY OF ROSEVILLE

5
6 By: _____
7 Daniel J. Roe, Mayor

8
9 By: _____
10 Patrick Trudgen, City Manager

11
12
13
14 STATE OF MINNESOTA)
15) ss
16 COUNTY OF _____)

17
18 The foregoing instrument was acknowledged before me this ____ day of _____, _____,
19 by Daniel J. Roe and Patrick Trudgen, the Mayor and City Manager respectively, of the City of
20 Roseville, a Minnesota municipal corporation, on behalf of the corporation.

21
22
23 _____
24 Notary Public
25

1 By: _____
2
3

4 Peter Knaeble, President
5 Golden Valley Land Company, Inc.
6
7

8 STATE OF MINNESOTA)
9) ss
10 COUNTY OF HENNEPIN)
11

12 The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by
13 Peter Knaeble, the President of Golden Valley Land Company, Inc., a Minnesota corporation, on behalf
14 of the corporation.
15
16

17 _____
18 Notary Public
19
20
21
22

23 THIS INSTRUMENT DRAFTED BY:
24

25 City of Roseville
26 Engineering Division
27 2660 Civic Center Drive
28 Roseville, Minnesota 55113
29

EXHIBIT A
Legal Description

PARCEL 1:

The South 418 feet of the East 148 feet of the Southeast Quarter of Section 2, Township 29, Range 23, Ramsey County, Minnesota.

PARCEL 2:

All of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Twenty-nine (29), Range Twenty-three (23), except the West 350 feet of the South 214 feet; and except the West 240 feet lying North of the South 445 feet; and except the North 167 feet of the East 200 feet; and except the East 148 feet of the South 418 feet; and except the west 161.75 feet of the East 309.75 feet of the South 283 feet, Ramsey County, Minnesota.

PARCEL 3:

The West Two Hundred Forty (W. 240) feet, except the South Four Hundred Forty-five (S. 445) feet of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Twenty-nine (29), Range Twenty-three (23), according to the United States Government Survey thereof, Ramsey County, Minnesota.

Torrens Property

EXHIBIT B
Conditions of Development

1. All property owners shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
2. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
3. The Developer shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
4. The Developer shall provide the City proof that the Developer/Owner is the fee simple owner of all of the Property included in the Plat and that there are no liens, encumbrances or other parties having an interest in the Property at the time the Plat and the Development Agreement are recorded, or make other arrangements which are reasonably satisfactory to the City to assure that title to the Property following the recording of the Plat and the Development Agreement shall be acceptable to the City.
5. The Developer shall pay all unpaid City subdivision review and other fees prior to the City releasing the Plat for recording.
6. No building permits shall be issued for any use of the Property which is not a permitted use.
7. Street signs and street lights necessary for this Development that are installed by the City or its Contractor shall be paid by the Developer.

WHEATON WOODS

ROSEVILLE, MN

GOLDEN VALLEY LAND COMPANY

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

PROJECT

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF
MINNESOTA.


Matthew R. Pavek
DATE 4/12/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
1/5/16	PRELIMINARY PLAT
2/3/16	PRELIMINARY PLAT - REVISED PER CITY
4/12/16	CONSTRUCTION

This image shows a single sheet of white paper designed for primary-level writing. It features ten horizontal blue lines spaced evenly down the page. Two vertical red lines are positioned on each side, creating narrow margins. The intersection of these lines forms a grid of rectangular boxes, typical of handwriting practice paper. There are no markings, text, or illustrations on the paper.

REVISION SUMMARY

DATE	DESCRIPTION
-	-
-	-
-	-
-	-
-	-

TITLE SHEET

C0.0

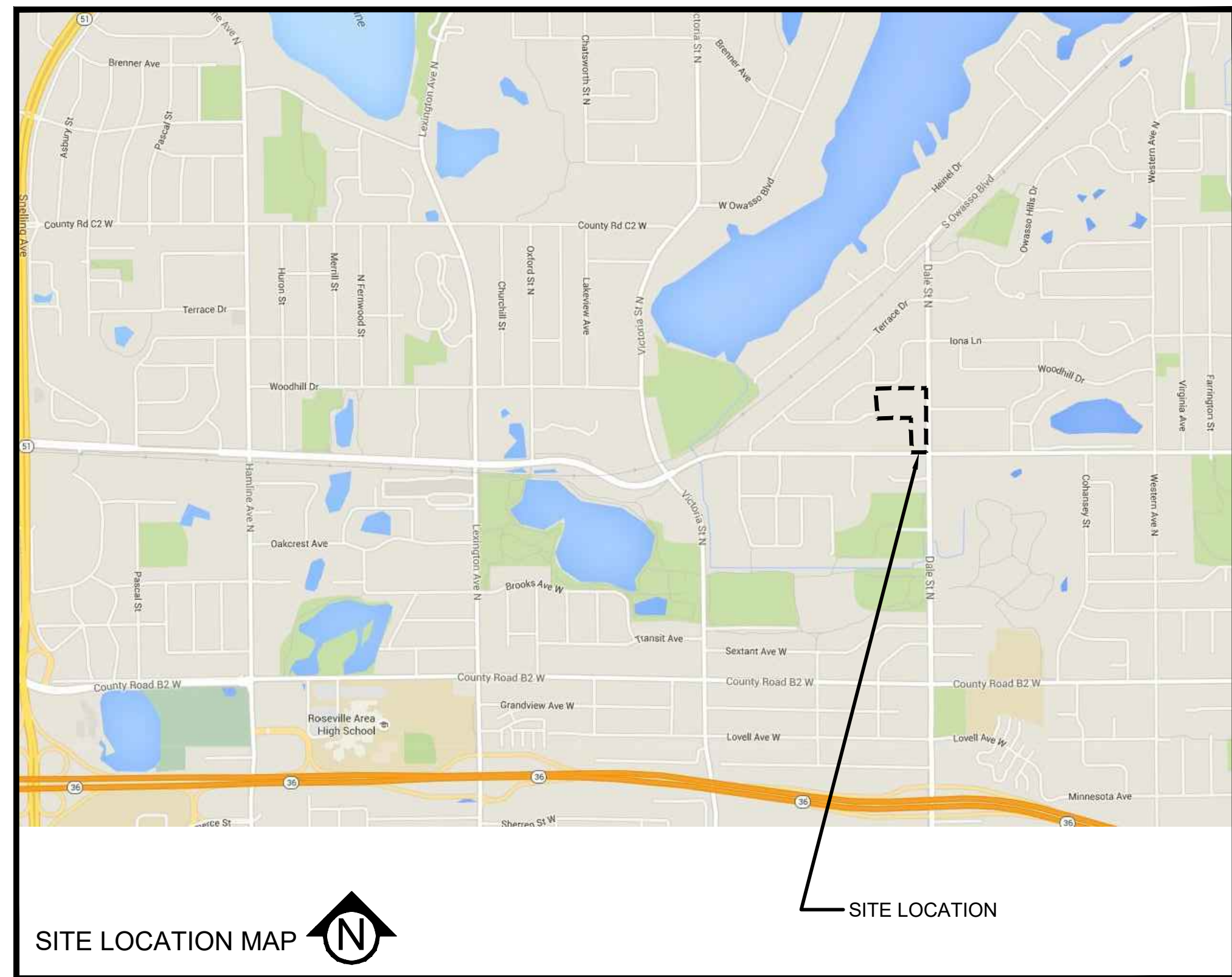
GOLDEN VALLEY LAND COMPANY
6001 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CONTACT: PETER KNAEBLE
PHONE: 612-309-9215
EMAIL: PETERKNAEBLE@GMAIL.COM

CIVIL SITE GROUP
4931 W 35TH STREET
SUITE 200
ST LOUIS PARK, MN 55416
CONTACT: MATT PAVEK
PHONE: 612-615-0060
EMAIL: MPAVEK@CIVILSITEGROUP.COM

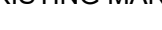
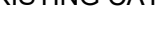
E.G. RUD & SONS, INC.
6776 LAKE DRIVE NE
SUITE 110
LINO LAKES, MN 55014
CONTACT: JASON RUD
PHONE: 651-361-8200
EMAIL: JRUD@EGRUD.COM

HAUGO GEOTECHNICAL SERVICES
2825 CEDAR AVENUE S
MINNEAPOLIS, MN 55407
CONTACT: PAUL HAUGO
PHONE: 612-729-2959
EMAIL: PHAUGO@HAUGOGTS.COM

JACOBSON ENVIRONMENTAL
5821 HUMBOLDT AVENUE NORTH
BROOKLYN CENTER, MN 55430
CONTACT: WAYNE JACOBSON
PHONE: 612-802-6619
EMAIL: JACOBSONENV@MSN.COM



	EX. 1' CONTOUR ELEVATION INTERVAL
	EXISTING SPOT GRADE ELEVATION
	PROPOSED 1' CONTOUR ELEVATION INTERVAL
	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
	SPOT GRADE ELEVATION BACK OF CURB (TOP OF CURB)
	SPOT GRADE ELEVATION TOP OF WALL
	SPOT GRADE ELEVATION BOTTOM OF WALL
	DRAINAGE ARROW
	EMERGENCY OVERFLOW
	SILT FENCE / GRADING LIMIT
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE
	SOIL BORING LOCATION
	CURB AND GUTTER (T.O. = TIP OUT)

- | | |
|---|---|
|  | PROPOSED MANHOLE STORM |
|  | PROPOSED CATCH BASIN OR CATCH BASIN MANHOLE STORM |
|  | PROPOSED GATE VALVE |
|  | PROPOSED FIRE HYDRANT |
|  | PROPOSED MANHOLE SANITARY |
|  | PROPOSED SIGN |
|  | PROPOSED LIGHT |
|  | PROPOSED SANITARY SEWER |
|  | PROPOSED STORM SEWER |
|  | PROPOSED WATER MAIN |
|  | EXISTING SANITARY SEWER |
|  | EXISTING STORM SEWER |
|  | EXISTING WATER MAIN |
|  | EXISTING GAS MAIN |
|  | EXISTING UNDERGROUND ELECTRIC |
|  | EXISTING UNDERGROUND CABLE |
|  | EXISTING MANHOLE |
|  | EXISTING CATCH BASIN |
|  | EXISTING HYDRANT |
|  | EXISTING STOPBOX |
|  | EXISTING GATE VALVE |
|  | EXISTING ELECTRIC BOX |
|  | EXISTING LIGHT |
|  | EXISTING GAS METER |
|  | EXISTING GAS VALVE |



GOPHER STATE ONE CALL
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL

[illegible]

CERTIFICATE OF SURVEY

~for~ GOLDEN VALLEY LAND COMPANY

~of~ WHEATON WOODS

TREE TABLE

TAG#		TAG#		TAG#		TAG#		TAG#		TAG#	
171	13	AE	362	9	CT	266	8	AE	268	8	BE
172	6	AE	363	8	AE	267	6	AE	269	15	BE
173	12	AE	364	23	AE	268	6	BE	270	14	BE
174	7	AE	365	9	AE	269	10	AE	271	19	BE
175	10	AE	366	10	AE	270	8	AE	272	11	CT
176	8	AE	367	9	AE	271	13	AE	273	8	BE
177	18	CT	368	8	AE	272	12	AE	274	7	GA
178	10	AE	369	12	AE	273	14	AE	275	10	CT
179	8	GA	370	10	AE	274	7	BE	276	6	CT
180	9	AE	371	9	AE	275	8	BE	277	13	CT
181	9	AE	372	11	AE	276	9	AE	278	12	AE
182	9	AE	373	7	AE	277	16	AE	279	8	AE
183	7	AE	374	10	BC	278	8	AE	280	9	AE
184	8	BE	375	10	BC	279	10	BE	281	8	AE
185	22	CT	376	8	RM	280	9	AE	282	11	BE
186	10	RM	377	7	GA	281	12	AE	283	21	CT
187	9	BE	378	8	GA	282	9	BE	284	14	BE
188	13	BE	379	8	BC	283	13	AE	285	10	BE
189	7	BE	380	10	RO	284	14	AE	286	13	BE
190	6	BE	381	11	BC	285	13	CT	287	12	CT
191	12	BE	382	10	BE	286	7	AE	288	17	CT
192	6	BE	383	8	AE	287	8	CT	289	12	BE
193	11	BE	384	11	AE	288	6	AE	290	11	BE
194	16	BO	385	8	AE	289	12	AE	291	12	BE
195	12	BO	386	9	AE	290	16	BE	292	14	BE
196	9	BE	387	10	AE	291	12	BE	293	14	BE
197	6	AE	388	7	AE	292	7	AE	294	11	BE
198	6	AE	389	9	AE	293	10	AE	295	9	AE
199	28	BE	390	13	AE	294	13	AE	296	12	BE
200	8	AE	391	9	AE	295	7	AE	297	13	BE
201	10	AE	392	8	AE	296	10	AE	298	14	BE
202	9	AE	393	9	AE	297	14	AE	299	10	AE
203	24	CT	394	7	AE	298	11	AE	300	11	BE
204	14	CT	395	8	AE	299	16	AE	301	13	BE
205	8	AE	396	8	AE	300	22	BE	302	12	CT
206	8	BE	397	9	AE	301	18	AE	303	14	BE
207	6	AE	398	9	AE	302	12	CT	304	11	CT
208	7	AE	399	13	AE	303	12	BE	305	12	BE
209	6	BE	400	19	AE	304	14	AE	306	12	BE
210	8	AE	2203	15	AE	305	8	AE	307	12	CT
211	6	AE	2204	9	AE	306	28	AE	308	10	BE
212	11	CT	2205	10	AE	307	9	AE	309	9	CT
213	6	AE	2206	9	RM	308	15	AE	310	6	BE
214	7	AE	2207	9	AE	309	18	BE	311	13	CT
215	8	AE	2208	7	AE	310	10	BE	312	11	AE
216	9	AE	2209	6	BE	311	14	AE	313	8	BE
217	11	AE	2210	13	AE	312	14	CT	314	13	CT
218	8	AE	2211	6	AE	313	13	CT	315	7	AE
219	10	AE	2212	12	AE	314	10	BE	316	8	AE
220	9	AE	2213	8	AE	315	7	GA	317	10	BE
221	10	AE	2214	11	AE	316	20	CT	318	16	BE
222	10	CT	2215	18	CT	317	18	CT	319	11	BE
223	11	AE	2216	7	AE	318	16	CT	320	20	CT
224	12	AE	2217	7	AE	319	20	CT	321	9	BE
225	10	AE	2218	9	BE	320	10	RM	322	7	BE
226	7	AE	2219	7	BE	321	7	RM	323	10	BE
227	9	AE	2220	10	BE	322	12	CT	324	12	BE
301	14	BE	2221	7	BE	323	6	CT	325	18	CT
302	20	BE	2222	22	CT	324	15	CT	326	11	CT
303	18	CT	2223	7	BE	325	12	CT	327	7	BA
304	15	CT	2224	18	CT	326	10	CT	328	17	BE
305	16	CT	2225	7	RM	327	12	CT	329	10	BE
306	7	AE	2226	15	AE	328	7	CT	330	11	CT
307	13	GA	2227	7	AE	329	12	BE	331	9	BE
308	18	RM	2228	13	AE	330	18	BE	332	14	BE
309	9	RM	2229	9	AE	331	8	BE	333	6	BE
310	7	GA	2230	10	BE	332	9	AE	334	7	AE
311	9	GA	2231	10	BE	333	7	AE	335	8	CT
312	11	GA	2232	22	BE	334	9	AE	336	8	CT
313	9	GA	2233	7	CT	335	7	CT	337	9	CT
314	7	GA	2234	8	AE	336	7	BA	338	9	BC
315	6	BE	2235	10	AE	337	10	AE	339	7	AE
316	10	AE	2236	12	AE	338	8	AE	340	8	AE
317	9	AE	2237	19	RM	339	9	AE	341	7	GA
318	6	GA	2238	10	BE	340	7	AE	342	11	CT
319	8	GA	2239	7	BE	341	14	CT	343	11	AE
320	6	AE	2240	8	RM	342	14	CT	344	7	BE
321	7	AE	2241	11	AE	343	8	BE	345	9	BE
322	9	AE	2242	10	AE	344	11	CT	346	13	BE
323	7	AE	2243	13	AE	345	6	BE	347	13	BE
324	13	AE	2244	9	BE	346	6	AE	348	9	AE
325	9	AE	2245	11	AE	347	13	CT	349	7	BE
326	12	AE	2246	7	AE	348	10	GA	350	12	BE
327	13	AE	2247	11	CT	349	6	BE	351	10	BE
328	22	AE	2248	7	AE	350	9	GA	352	12	BE
329	9	AE	2249	9	AE	351	6	CT	353	11	BE
330	8	GA	2250	12	RM	352	10	GA	354	11	BE
347	9	AE	2251	10	RM	353	11	CT	355	7	BE
348	12	AE	2252	14	RM	354	11	CT	356	8	BE
349	8	GA	2253	12	RM	355	7	BE	357	10	BE
350	14	AE	2254	9	AE	356	10	BE	358	12	BE
351	8	GA	2255	8	AE	357	12	BE	359	11	BE
352	6	BE	2256	8	BE	358	8	BE	360	15	BE
353	7	AE	2257	13	AE	359	8	BE	361	10	BE
354	15	AE	2258	11	AE	360	7	BE	362	9	BE
355	8	AE	2259	7	AE	361	14	CT	363	16	AE
356	14	AE	2260	14	AE	362	9	CT	364	10	AE
357	8	AE	2261	8	AE	363	10	CT	365	8	AE
358	35	CT	2262	11	AE	364	14	BE	366	9	BE
359	7	AE	2263	10	BE	365	15	BE	367	9	CT
360	13	GA	2264	21	AE	366	18	BE	368	11	CT
361	6	AE	2265	7	BE	367	17	CT	369	13	BE

LEGAL DESCRIPTION

PARCEL 1:
The South 418 feet of the East 148 feet of the Southeast Quarter of Section 2, Township 29, Range 23, Ramsey County, Minnesota.

PARCEL 2:
All of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Twenty-nine (29), Range Twenty-three (23), except the West 350 feet to the South 214 feet, and except the West 240 feet lying North of the South 445 feet, and except the North 167 feet of the East 200 feet, and except the East 148 feet of the South 418 feet, and except the West 191.75 feet of the East 309.75 feet of the South 283 feet, Ramsey County, Minnesota.

Parcel 3:
The West Two Hundred Forty (W. 240) feet, except the South Four Hundred Forty-two (S. 442) feet of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Twenty-nine (29), Range Twenty-three (23), according to the United States Government Survey thereof, Ramsey County, Minnesota.

Abstract Property

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

PRELIMINARY

JASON E. RUD
Date: 12/21/15 License No. 41578

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- ⊙ DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- ⊕ DENOTES CATCH BASIN
- ⊖ DENOTES STORM SEWER MANHOLE
- ⊗ DENOTES SANITARY SEWER MANHOLE
- ⊘ DENOTES MISCELLANEOUS MANHOLE
- ⊙ DENOTES HYDRANT
- ⊖ DENOTES GATE VALVE
- ⊗ DENOTES WATER MANHOLE
- ⊘ DENOTES GAS VALVE
- ⊙ DENOTES POWER POLE
- ⊖ DENOTES EXISTING SPOT ELEVATION
- ⊗ DENOTES CABLE PEDESTAL
- ⊘ DENOTES FIBER OPTIC BOX
- ⊙ DENOTES GUY WIRE
- ⊖ DENOTES SOIL BORING, (BY HAUGO GEOTECHNICAL SERVICES)
- ⊗ DENOTES WOVEN WIRE FENCE
- ⊘ DENOTES WOOD FENCE
- ⊙ DENOTES RETAINING WALL
- ⊖ DENOTES EXISTING CONTOURS
- ⊗ DENOTES TREE (TAGGED BY JACOBSON ENVIRONMENTAL)
- ⊘ DENOTES EXISTING SANITARY SEWER
- ⊙ DENOTES EXISTING STORM SEWER
- ⊖ DENOTES EXISTING WATER MAIN
- ⊗ DENOTES OVERHEAD WIRE
- ⊘ DENOTES UNDERGROUND ELECTRIC LINE
- ⊙ DENOTES UNDERGROUND GAS LINE
- ⊖ DENOTES UNDERGROUND CABLE LINE
- ⊗ DENOTES UNDERGROUND FIBER OPTIC LINE
- ⊘ DENOTES CONCRETE SURFACE
- ⊙ DENOTES BITUMINOUS SURFACE
- ⊖ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)

BENCHMARK

RAMSEY COUNTY BENCHMARK 9081
SE QUAD COUNTY RD. C AND DALE ST.
ELEVATION: 918.77 (NAD 83)

TREE SPECIES
COTTONWOOD
RED MAPLE
BOX ELDER
AMERICAN ELM
SILVER MAPLE
BLACK CHERRY
GREEN ASH
RED OAK
BURR OAK
COMMON BUCKTHORN

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 12/10/15.
- Bearings shown are on Ramsey County datum.
- Curb shots are taken at the top and back of curb.
- This survey is based upon information found in the commitment for title insurance prepared by Stewart Title Guaranty Company, issued by its Agent, Land Title, Inc., File No. 530824, dated effective November 20, 2015 at 8:00 A.M.
- Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation. The Gopher State One Call Ticket Number for this survey is 153501948.
- Trees were tagged by Jacobson Environmental on 12/7/15.
- Soil borings by Haugo Geotechnical Services on 12/14/15.

NORTH GRAPHIC SCALE

(IN FEET)
1 inch = 40.0 ft.

DRAWN BY: BFW JOB NO: 15803PP DATE: 12/18/15
CHECK BY: JER SCANNED
1
2

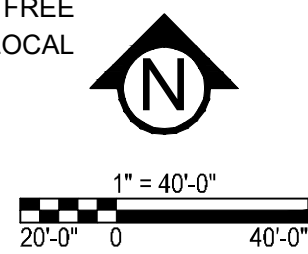
15803PP

REVISION SUMMARY

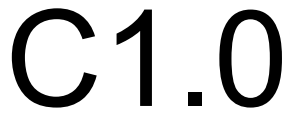
DATE	DESCRIPTION

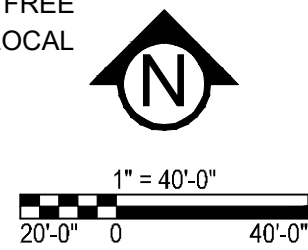
SITE SURVEY

C0.1



SEE SWPPP ON SHEETS SW1.0-SW1.5

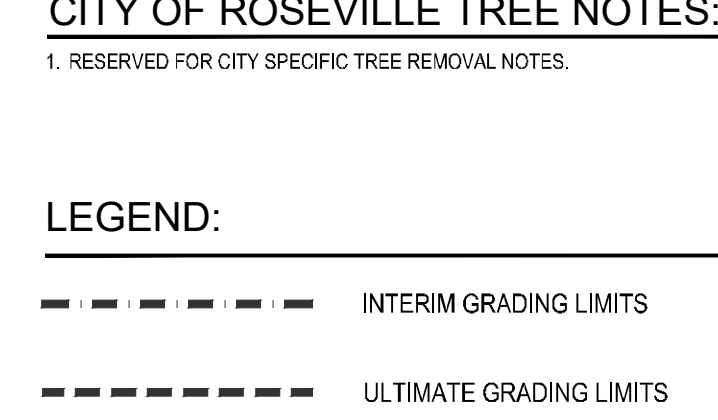




C2.1

C3.0

C4.0



TREE PRESERVATION PLAN CALCULATIONS				4/12/2016															
SUMMARY TABLE:																		Tree types surveyed:	
																		Amer. Elm Not Significant	
																		Black Cherry Not Significant	
																		Basswood Not Significant	
																		Box Elder Not Significant	
																		Buckthorn Not Significant	
																		Bur Oak Significant	
																		Cottonwood Not Significant	
																		Green Ash Not Significant	
																		Red Maple Significant	
																		Red Oak Significant	
																		Silver Maple Significant	
TAG#	DBH	SPECIES	CITY	Heritage Save	Heritage Remove	Significant Save	Significant Remove	Exempt Remove											
179	8	Green Ash	Significant						8										
186	10	Red Maple	Significant						10										
307	13	Green Ash	Significant						13										
308	10	Red Maple	Significant						10										
309	9	Red Maple	Significant						9										
310	7	Green Ash	Significant						7										
311	9	Green Ash	Significant						9										
312	11	Green Ash	Significant						11										
313	9	Green Ash	Significant						9										
314	7	Green Ash	Significant						7										
318	6	Green Ash	Significant					6											
319	8	Green Ash	Significant						8										
320	6	Amer. Elm	Significant						6										
330	8	Green Ash	Significant						8										
349	8	Green Ash	Significant						8										
351	8	Green Ash	Significant						8										
360	13	Green Ash	Significant						13										
378	8	Green Ash	Significant			8													
2206	9	Red Maple	Significant					9											
2225	7	Red Maple	Significant																
2237	19	Red Maple	Significant					19											
2240	8	Red Maple	Significant						8										
2250	12	Red Maple	Significant						12										
2251	10	Red Maple	Significant						10										
2252	14	Red Maple	Significant						14										
2253	12	Red Maple	Significant						12										
2315	7	Green Ash	Significant						7										
2320	10	Red Maple	Significant						10										
2321	7	Red Maple	Significant						7										
2336	7	Basswood	Significant						7										
2348	10	Green Ash	Significant						10										
2350	9	Green Ash	Significant						9										
2352	10	Green Ash	Significant						10										
2374	7	Green Ash	Significant				7												
2741	7	Green Ash	Significant						7										
2842	22	Silver Maple	Significant				22												
2849	18	Red Maple	Significant					18											
2862	12	Red Maple	Significant					12											
38	375			0	0	44	193	138											

PROJECT

WHEATON WOODS

ROSEVILLE, MN

GOLDEN VALLEY LAND COMPANY

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT 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.


Patrick J. Sarver
DATE 4/12/16 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
1/5/16	PRELIMINARY PLAT
2/3/16	PRELIMINARY PLAT - REVISED PER CITY
4/12/16	CONSTRUCTION

[illegible]

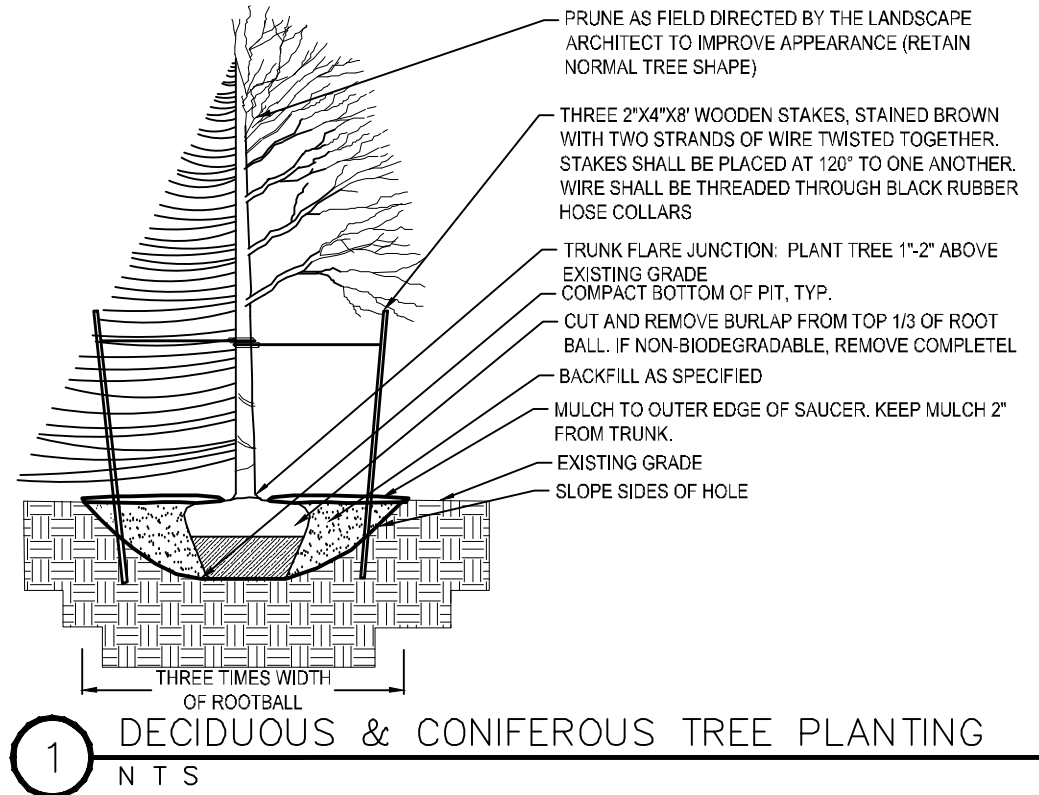
TREE PRESERVATION PLAN

C5.0

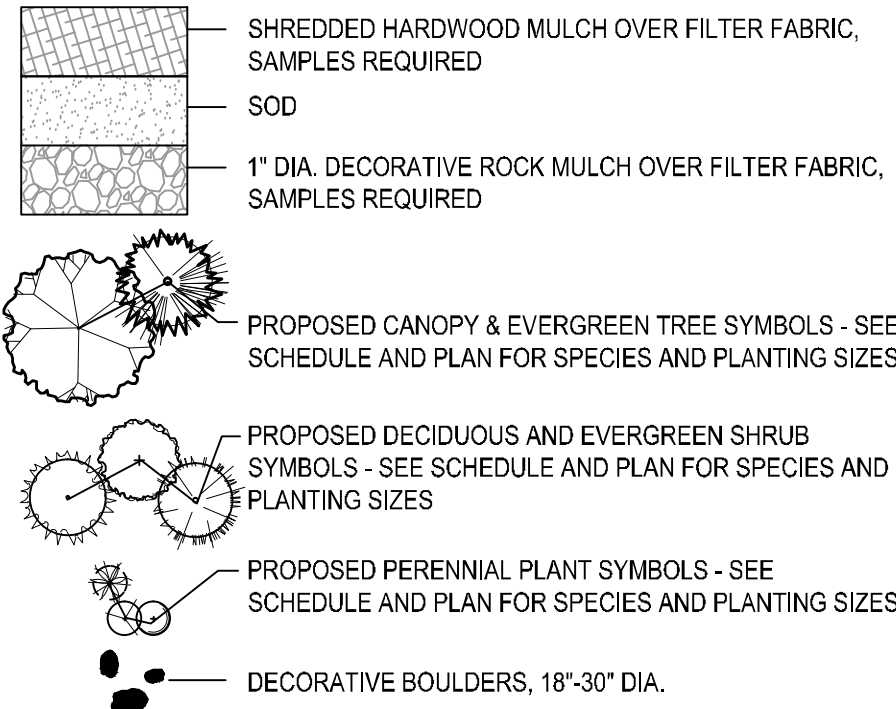




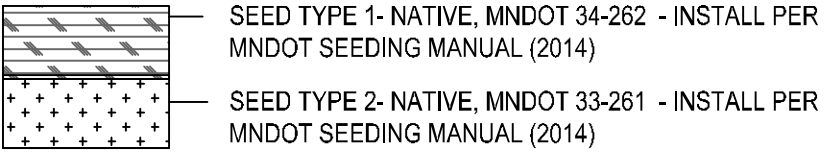
1. ALL SHRUB BEDS SHALL BE MULCHED WITH 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH OVER WEED BARRIER. OWNER'S REP SHALL APPROVE MULCH SAMPLE PRIOR TO INSTALLATION. EDGING SHALL BE METAL EDGING OR APPROVED EQUAL.
2. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMBNESS OF PLANT MATERIAL FOR DURING OF ACCEPTANCE PERIOD.
3. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
4. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR ONE (1) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
5. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER LOAM AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
6. COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES. LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
8. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
9. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.



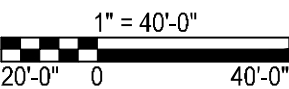
LEGEND



RAIN GARDEN PLANTING LEGEND



GOPHER STATE ONE CALL
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL



CivilSite
GROUP

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ST. LOUIS PARK, MN 55416
CivilSiteGroup.com

Matt Pavak Pat Sarver
763-213-3944 952-250-2003

WHEATON WOODS

ROSEVILLE, MN

GOLDEN VALLEY LAND COMPANY

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

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Patrick J. Sarver
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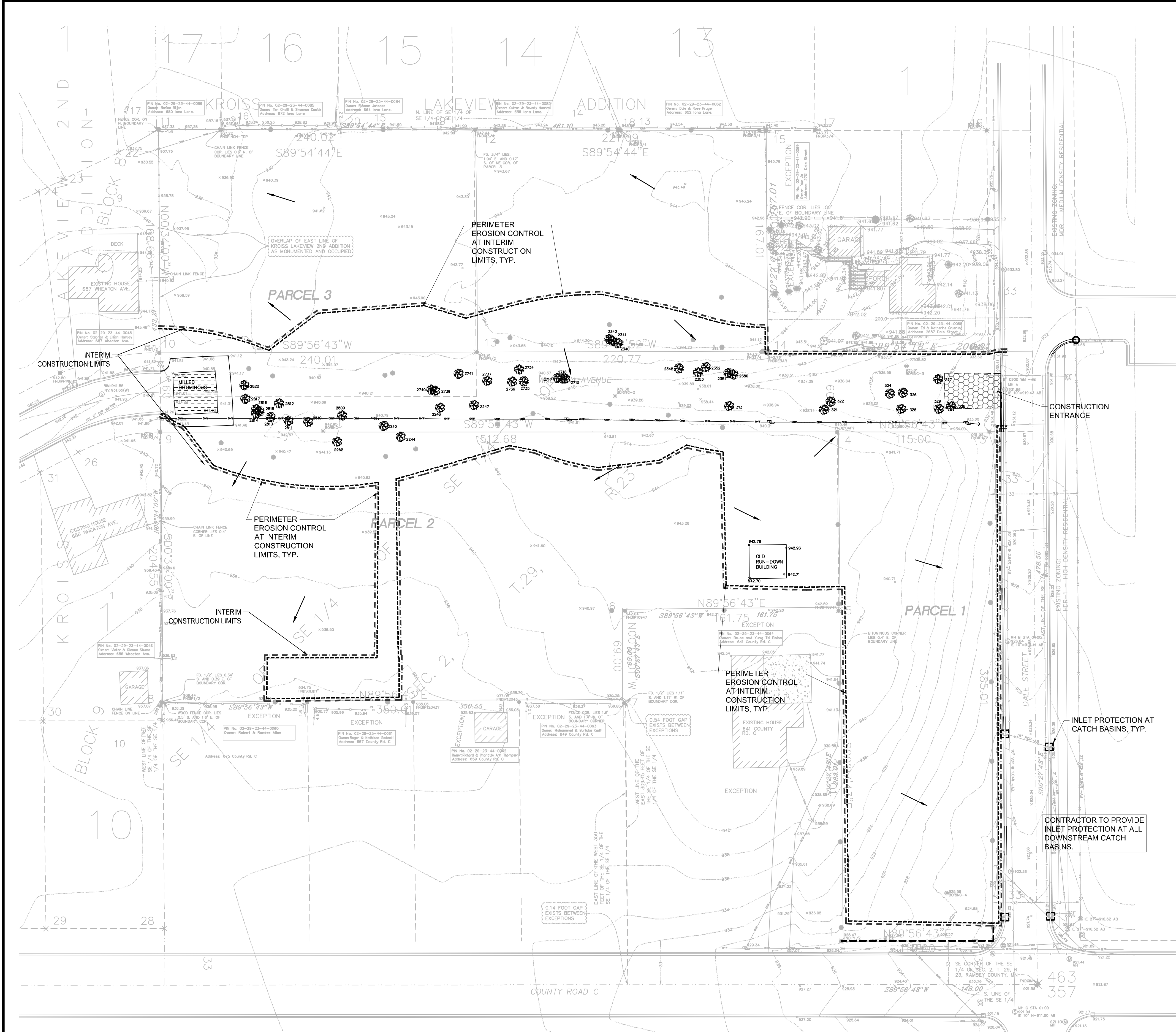
DATE	DESCRIPTION
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2/3/16	PRELIMINARY PLAT - REVISED PER CITY
4/12/16	CONSTRUCTION

REVISION SUMMARY

[illegible]

PRELIMINARY LANDSCAPE PLAN

L1.0



LEGEND:

- 932 --- EX. 1' CONTOUR ELEVATION INTERVAL
- 932 — 1' CONTOUR ELEVATION INTERVAL
- x 92.0 EXISTING SPOT GRADE ELEVATION
- 932.0 — PROPOSED SPOT GRADE ELEVATION
- >— DRAINAGE ARROW
- - - - - SILT FENCE / BIOROLL - GRADING LIMIT
- [Pattern] STABILIZED CONSTRUCTION ENTRANCE
- PROPOSED MANHOLE OR CATCH BASIN
- ⊕ PROPOSED GATE VALVE
- ⊕ PROPOSED FIRE HYDRANT
- >— PROPOSED SANITARY SEWER
- >— PROPOSED STORM SEWER
- >— EXISTING STORM SEWER
- |— EXISTING WATER MAIN
- G— EXISTING GAS MAIN
- E— EXISTING UNDERGROUND ELECTRIC
- C— EXISTING UNDERGROUND CABLE
- EXISTING MANHOLE
- EXISTING CATCH BASIN
- ⊕ EXISTING HYDRANT
- EXISTING STOPBOX
- ⊕ EXISTING GATE VALVE
- ⊕ EXISTING ELECTRIC BOX
- ⊕ EXISTING LIGHT
- ⊕ EXISTING GAS METER
- EXISTING GAS VALVE
- - - - - INTERIM GRADING LIMITS
- - - - - ULTIMATE GRADING LIMITS

SWPPP NOTES:

- THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. AN EROSION CONTROL PERMIT IS ALSO REQUIRED FROM THE CITY OF ROSEVILLE.
- SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
- SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
- CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

CITY OF ROSEVILLE EROSION CONTROL NOTES:

- RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES.



GOPHER STATE ONE CALL
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL



1" = 40'-0"
20'-0" 0 40'-0"

WHEATON WOODS

ROSEVILLE, MN

GOLDEN VALLEY LAND COMPANY

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

PROJECT

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Matthew R. Pavlek
Matthew R. Pavlek
DATE 4/12/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

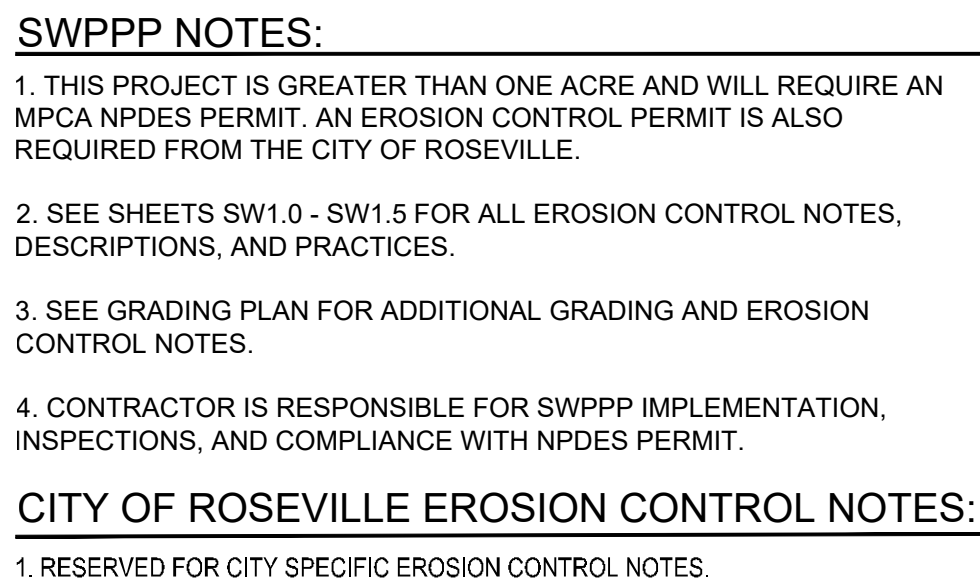
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4/12/16	CONSTRUCTION

REVISION SUMMARY

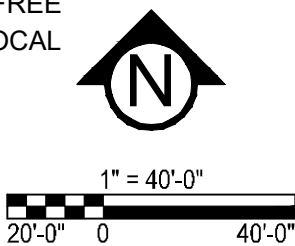
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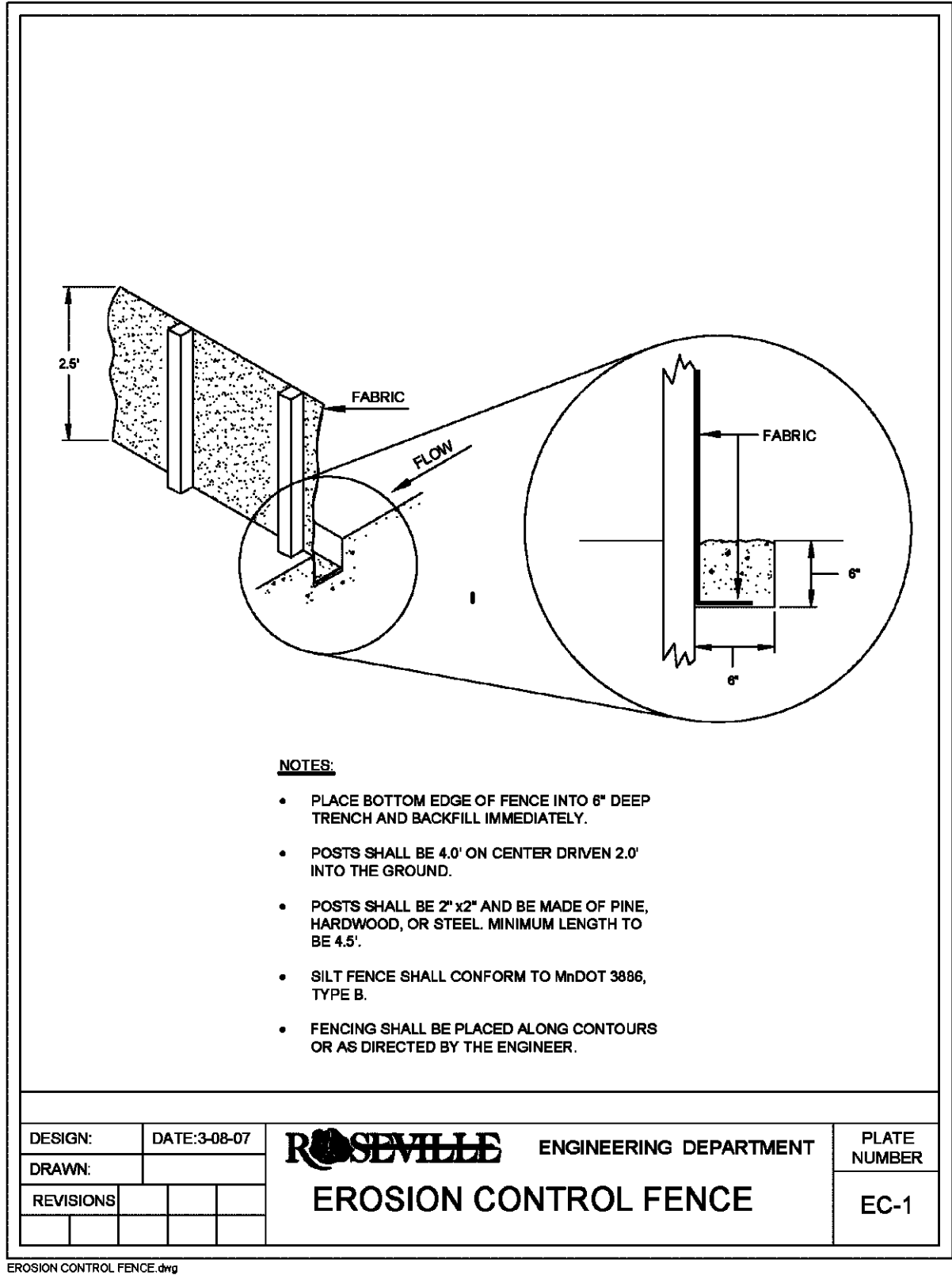
SWPPP - INTERIM
GRADING LIMITS

SW1.0

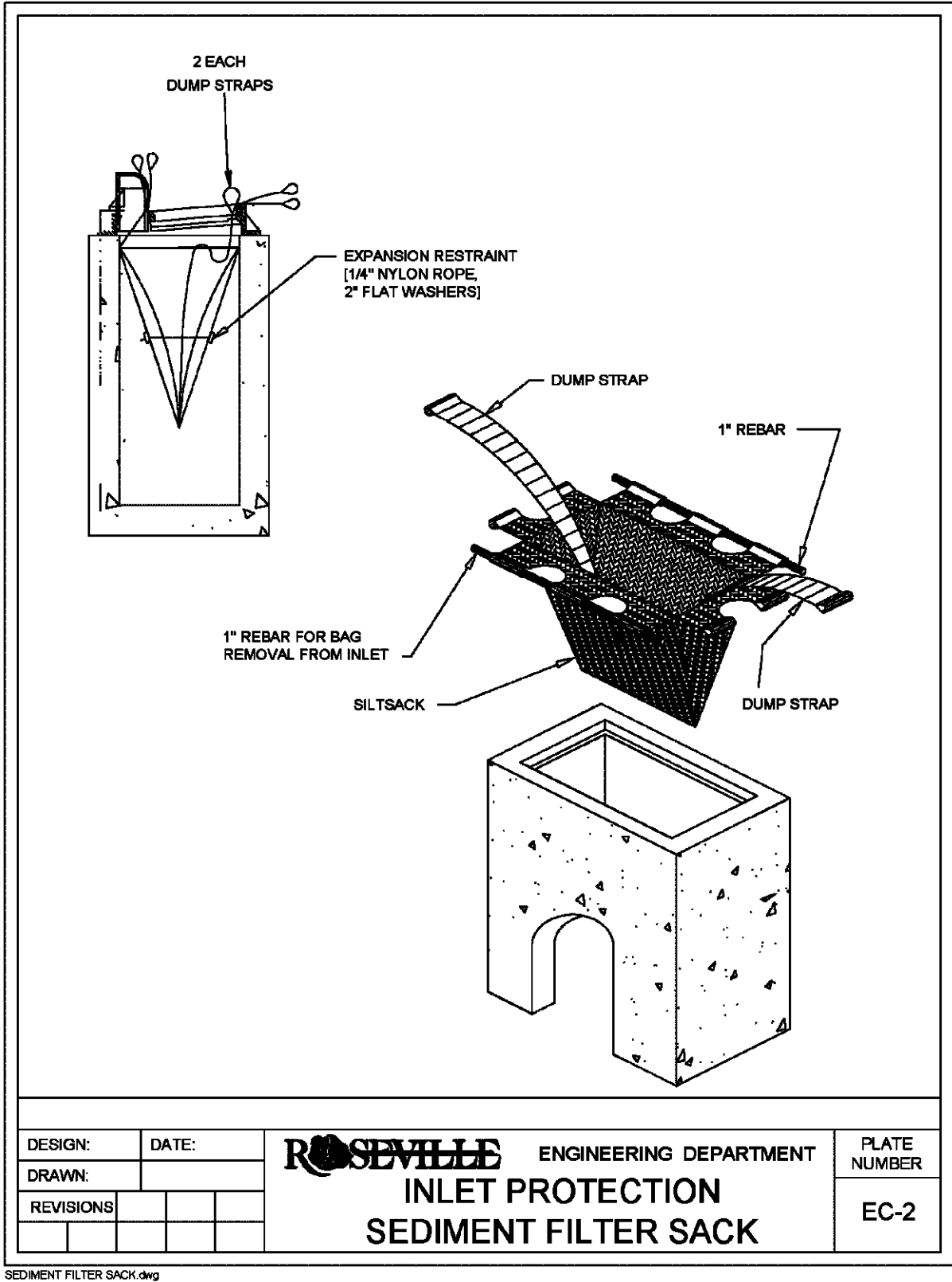


SW1.1





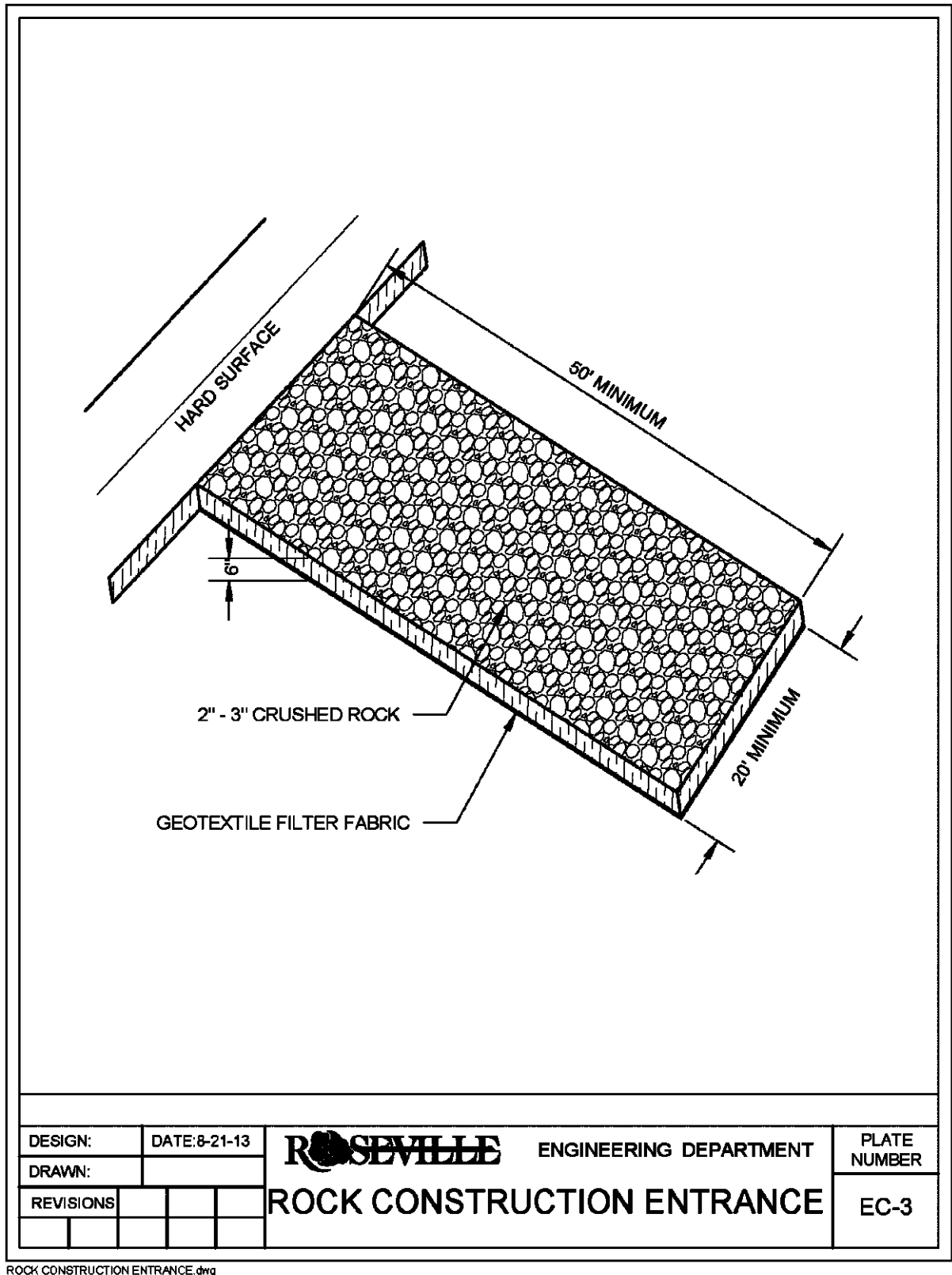
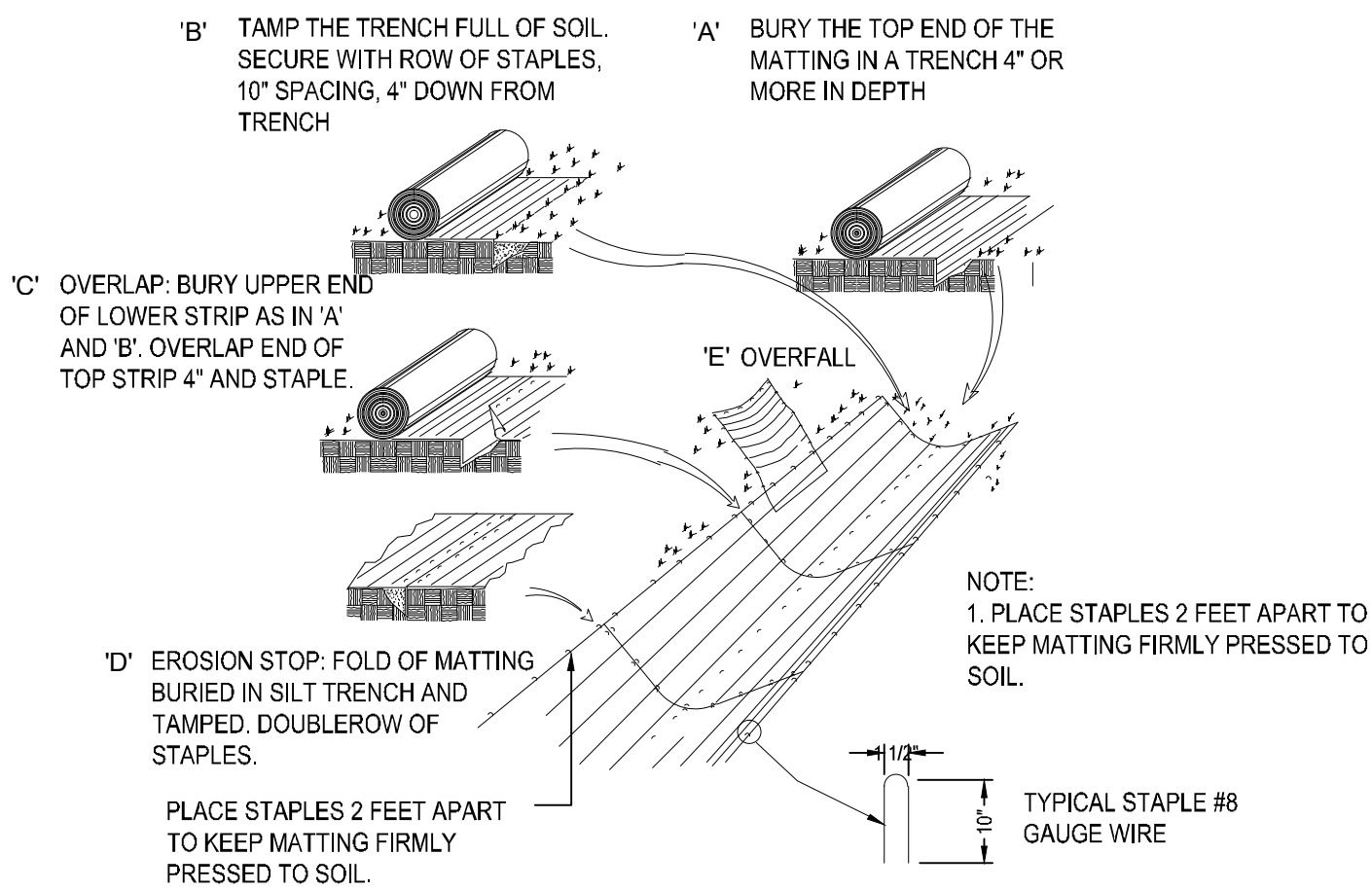
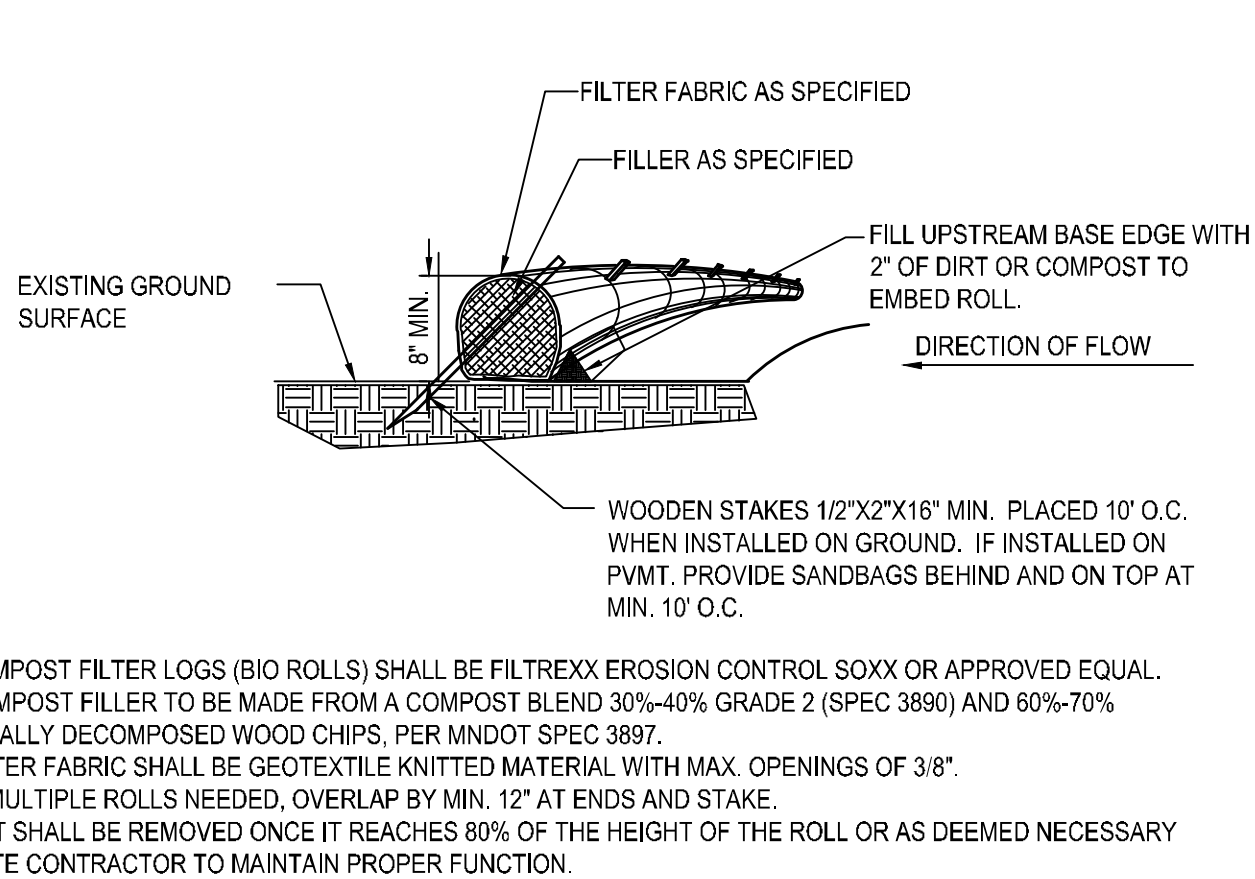
EROSION CONTROL FENCE.dwg



SEDIMENT FILTER SACK.dwg

1 SEDIMENT BIO-ROLL / COMPOST FILTER LOG N T S

2 EROSION BLANKET N T S



ROCK CONSTRUCTION ENTRANCE.dwg

3 BIO-FILTRATION BASIN (RAIN GARDEN - TYP.) N T S

- INSTALL SILT FENCE AND/OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
- ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
- PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
- INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF BIORETENTION DEVICE.
- ROUGH GRADE THE SITE. IF BIORETENTION AREAS ARE BEING USED AS TEMPORARY SEDIMENT BASINS LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
- PERFORM ALL OTHER SITE IMPROVEMENTS.
- PLANT ALL AREAS AFTER DISTURBANCE.
- CONSTRUCT BIORETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
- IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
- PLANT AND/OR ROCK MULCH BIORETENTION DEVICE.
- REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

- GENERAL NOTES**
- IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
 - GRADING OF BIORETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
 - ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.

PROJECT

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SWPPP - DETAILS

SW1.2

THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2013 # MNR100001 PAGES 1-35) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

SWPPP (PART III.A)

- THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:
1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS.
4. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (PART III.B)
5. CLEAR AND GRUB REMAINDER OF SITE
7. STRIP AND STOCKPILE TOPSOIL
8. ROUGH GRADING OF SITE
9. STABILIZE DENUDATED AREAS AND STOCKPILES
10. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
11. INSTALL SILT FENCE / INLET PROTECTION AROUND C/S
12. INSTALL STREET SECTION
13. INSTALL CURB AND GUTTER
14. BITUMINOUS ON STREETS
15. FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
16. REMOVE ACCUMULATED SEDIMENT FROM BASIN / POND
17. FINAL GRADE POND / INFILTRATION BASINS: DO NOT COMPACT SOILS IN INFILTRATION AREAS
18. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY VEGETATION, REMOVE THE REMOVAL.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN PART II.C. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

- ## PART IV. CONSTRUCTION ACTIVITY REQUIREMENTS

ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT NO LATER THAN THE END OF THE NEXT WORK DAY WHEN EARTH-DISTURBING ACTIVITIES WILL CEASE FOR AT LEAST 14 DAYS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) AND THE CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES ARE EXEMPT FROM THIS REQUIREMENT BUT MUST COMPLY WITH PART IV.C.5.

STABILIZATION OF THE REMAINING PORTIONS OF ANY TEMPORARY OR PERMANENT DITCHES OR SWALES MUST BE COMPLETE WITHIN 14 DAYS AFTER CONNECTING TO A SURFACE WATER AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED.

SEED NOTES (PART III.A.4.A):

GENERAL RECOMMENDATIONS:
IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES

SLOPES

- 3:1 (HORIZ:VERT.) OR FLATTER MUCH SHALL BE COVERED WITH MULCH
- SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
- SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

- a. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS THAT ARE DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
- b. IF THE DOWN GRADIENT TREATMENT SYSTEM IS OVERLOADED, ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPs MUST BE INSTALLED TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN PART III.A.4. A. THROUGH C.
- c. IN ORDER TO MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES, THERE SHALL BE NO UNBROKEN SLOPE LENGTH OF GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER.

ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPs DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED AND THE PERMITEE(S) HAVE RECEIVED WRITTEN CORRESPONDENCE FROM THE JURISDICTIONAL AUTHORITY (E.G. CITY/COUNTY/TOWNSHIP/MDOT ENGINEER) VERIFYING THE

FINAL STABILIZATION (PART IV.G):

SPECIAL TMDL BMP REQUIREMENTS SITE SPECIFIC (IF REQUIRED):

- PERMANENT STABILIZATION NOTES SITE SPECIFIC:

PERMANENT SEED MIX

- FOR THIS PROJECT ALL AREAS THAT ARE NOT TO BE SODDED OR LANDSCAPED SHALL RECEIVE A NATIVE PERMANENT SEED MIX.
- AREAS IN BUFFERS AND ADJACENT TO OR IN WET AREAS MNDOT SEED MIX 35-261 (STORMWATER SOUTH AND WEST) AT 35 LBS PER ACRE.
- DRY AREAS MNDOT SEED MIX 35-221 (DRY PRAIRIE GENERAL) AT 40 LBS PER ACRE.
- MAINTENANCE SHALL BE IN ACCORDANCE TO THE MNDOT SEEDING MANUAL.

[illegible]

