

## MEMORANDUM

**TO:** Board of Managers  
**FROM:** Liz Forbes  
**DATE:** April 28, 2022  
**RE:** Request to enter into two separate grant agreements for a shoreline restoration project along Mitchell Lake on two parcels: 17221 and 17155 Terrey Pine Drive, Eden Prairie.

The Kolb-Severson Shoreline Restoration Project Phase 2 will expand upon and enhance Phase 1 installed in 2021. The total size of the restoration area is approximately 18,800 square feet (0.43 acres) and extends along 300 feet of shoreline. Phase 2 consists of approximately 4,660 square feet, which is about equally divided between the two parcels (owned by same family).

Phase 2 includes control of invasive species, mulching to protect exposed soils, addition of 742 native plant plugs (3-4" container size) of at least 25 different species, and installation of 268 native shoreline plant plugs along the shoreline where invasive Reed Canary Grass was controlled in Phase 1.

In addition to two \$5,000 cost share grants for installation of Phase 2, I recommend an additional \$1,008 for each project be made available for three years of professional maintenance following installation. Reed Canary Grass is an especially aggressive plant and providing a 75% cost share of maintenance by professionals experienced in controlling this species will improve rate of success of native plants.



**Project map:** The native plant restoration project extends along about 300 feet of Lake Mitchell shoreline. Phase 1 of the project was installed in 2021 and included control of invasive species and native plant seeding. Phase 2 expands the project with additional invasive species control and installation of over 1,000 native plants.

Property owners are members of the Mitchell Lake Association and have established a project website and share posts on social media. They are very interested in providing tours of the project to encourage others to restore their shores.

**RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT**  
**Cost-Share Funding Agreement**

**Riley Purgatory Bluff Creek Watershed District and**  
***Nikolas Severson, Marcia Kolb, and John Severson***

LOCATION: **17221 Terrey Pine Drive, Eden Prairie, MN 55347**  
PARCEL PIN: **1711622220022**

This cost-share agreement, for support of water resource protection and education through the Riley-Purgatory-Bluff Creek Watershed District Cost-Share Program, is entered into between the Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and **Nikolas Severson, Marcia Kolb, and John Severson** (Owners), fee title owners of the property described above (the Property).

1. Scope of Work

Owners will install and maintain **a native-planting shoreline restoration** (the Project) on the Property in accordance with the site plan, design and budget attached to and incorporated into this agreement as Exhibit A. On completion of installation of the Project and to qualify for reimbursement of maintenance costs as described in paragraph 3 herein, Owners must submit to RPBCWD a report that includes a narrative describing the installation of the Project, a description of and receipts documenting eligible costs incurred and in-kind contributions, a description of any changes made or expected to the Project and photographs documenting installation (Project Report). A final Project Report must be submitted to RPBCWD within 60 days of the completion of installation.

2. Contractor

Owners will select a contractor or contractors for the Project or install the Project themselves, and Owners will ensure installation of the Project in substantial conformity with Exhibit A. In contracting for installation of the Project, Owners will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.

3. Reimbursement

RPBCWD, on receipt and approval of Project Report and accompanying documentation (including receipts) and confirmation by RPBCWD of installation in substantial conformity with Exhibit A, will reimburse Owners **75 percent** or \$5,000, whichever is less, of Owners' eligible costs of design and installation of the Project. In-kind labor will not be reimbursed, but may be applied toward total cost of completion of the Project. In-kind labor contributed toward the completion of the

Project by Kolb and Severson will be assigned a value of \$15 per hour. Reimbursement under this agreement for installation of the Project will not exceed a total of **\$5,000**.

RPBCWD, on receipt and approval of documentation (including receipts) and confirmation by RPBCWD of maintenance in substantial conformity with Exhibit B, will reimburse Owners **75 percent** of Owners' eligible costs of contracted qualified professional maintenance, to of the Project during the three years following Project installation. Reimbursement under this agreement for three years of professional maintenance of Project will not exceed a total of **\$1,008**.

At the discretion of RPBCWD, failure by the Owners to complete the Project in accordance with the terms of this agreement may result in withholding of reimbursement, repayment by the Owners to RPBCWD of reimbursement already paid, or other available action at law or equity for these purposes.

#### 4. Right of Access

Owners will permit RPBCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this agreement and monitor or take samples for the purpose of assessing the installation or performance of the Project.

#### 5. Maintenance

Owners will maintain the Project in accordance with the Maintenance Plan attached as Exhibit B for a minimum of 5 years from the date installation is complete. If Owners fail to maintain the Project, RPBCWD will have a right of reimbursement of all amounts paid to Owners, unless:

(a) RPBCWD determines that the failure to maintain the Project was caused by reasons beyond Owners' control; or

(b) Kolb and Severson have conveyed the Property, provided Owners notify RPBCWD at least 30 days before the Property is conveyed and facilitate communication between RPBCWD and the prospective buyer regarding continued maintenance of the Project.

#### 6. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project will properly acknowledge the funding provided by RPBCWD. Owners will cooperate with RPBCWD to seek publicity and media coverage of the Project, and in communicating to funding or oversight agencies or in public communications about RPBCWD programs, RPBCWD may cite the Project and its location and may depict the Project in text, photographs or other media. Owners will permit RPBCWD, at its cost and in consultation with Owners, to place reasonable signage on Owners' property informing the general public about the Project and RPBCWD's cost-share program. On reasonable notice to Owners, RPBCWD representatives may accompany members of the public onto the Property to view the Project from time to time. This paragraph does not create any right of public entry onto the Property except as coordinated with Owners and accompanied by an RPBCWD representative.

#### 7. Independent Relationship

RPBCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by Owners that furthers the purposes of RPBCWD. Owners act independently and select the means, method and manner of installing the Project. Neither Owner is the agent, representative, employee or contractor of RPBCWD. Any right to review or approve a design, work in progress or a constructed facility provided by the agreement to RPBCWD is solely for RPBCWD's purpose of accounting for RPBCWD funds expended.

8. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires five years thereafter. RPBCWD retains the right to void this agreement if installation of the Project is not completed by **June 30, 2023**. RPBCWD may grant a request to extend the installation-completion period based on Owners' satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, Owners will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the installation-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5, 6, 7 and 9, will survive expiration.

9. Indemnification

Kolb and Severson will indemnify, defend and hold harmless RPBCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree that they are the result of Kolb's or Severson's, a subcontractor's or an assignee's negligence or the result of other action or inaction by Kolb and Severson, a subcontractor or an assignee that is the basis for Kolb's or Severson's, the subcontractor's or the assignee's liability in law or equity.

10. Compliance With Laws

Owners are responsible to secure all permits and comply with all other legal requirements applicable to the installation and maintenance of the Project.

11. Notices

Any written communication required under this agreement will be addressed to the other party as follows:

To RPBCWD:

Administrator  
Riley Purgatory Bluff Creek Watershed District  
18681 Lake Dr. East  
Chanhassen, MN 55317

To Owners:

**Nikolas Severson  
17221 Terrey Pine Drive  
Eden Prairie, MN 55347**

12. Waiver

RPBCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, RPBCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party.

Intending to be bound, the parties hereto execute and deliver this agreement.

Owners

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Nikolas Severson

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Marcia Kolb

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: John Severson

Riley-Purgatory-Bluff Creek Watershed District

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Terry Jeffery  
Interim District Administrator

**Exhibit A**  
**Work Plan, Budget, Site Plan and Drawings**

Draft





# Hennepin County Natural Resources Map

Date: 4/8/2022

## Legend

### 2 Foot Elevation Contours

- Index
- Intermediate

Marcia says that shoreline edge plants in Phase 2 will be going along shore, not in Phase 1 area outlined in orange on this map.



PID: 0811622340064  
Address: 17155 Terrey Pine Dr,  
Eden Prairie 55347  
Owner: John Severson &  
Marcia Kolb  
Acres: 1.4

Comments:

1 inch = 50 feet



This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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Marcia Kolb Nikolas Severson

17155 and 17221 Terry Pine Drive, EP

**PRAIRIE**

**Grasses, Sedges**

Side Oats Grama	<i>Bouteloua curtipendula</i>	1.5 to 2.5	Red-green	July - September	S PS
Blue Grama	<i>Bouteloua gracilis</i>	.5 to 1	Green-purple	July-September	S PS
Canada Wild Rye	<i>Elymus canadensis</i>	3 to 4	Green	July - August	S PS
June grass	<i>Koeleria macrantha</i>	1 to 2	Amber	May-June	S
Little Bluestem	<i>Schizachyrium scoparium</i>	1.5 to 3	Amber	July - September	S PS
Prairie Dropseed	<i>Sporobolus heterolepis</i>	1.5 to 3	Green	August - October	S PS

**Forbs**

Anise Hyssop	<i>Agastache foeniculum</i>	2 to 4	Purple	June-October	S SH
Prairie Onion	<i>Allium stellatum</i>	1 to 1.5	Pink	July - September	S PS
Butterfly Milkweed	<i>Asclepias tuberosa</i>	1 to 2	Orange	June - September	S PS
Blue wild indigo	<i>Baptisia australis</i>	4.0	Blue	May-July	S PS
Prairie Coreopsis	<i>Coreopsis palmata</i>	1.5 to 2.5	Yellow	June - September	S PS
White prairie clover	<i>Dalea candida</i>	2.0	White	June - September	S PS
Purple prairie clover	<i>Dalea purpurea</i>	2.0	Purple	July-September	S PS
Pale purple coneflower	<i>Echinacea pallida</i>	2 to 4	Lavender	June-July	S PS
Purple coneflower	<i>Echinacea purpurea</i>	4.0	Purple	July-September	S PS
Oxeye	<i>Heliopsis helianthoides</i>	5.0	Yellow	June-September	S PS
Rough Blazingstar	<i>Liatris aspera</i>	1.5 to 3	Purple	July - September	S PS
Dotted blazing star	<i>Liatris punctata</i>	1 to 2	Purple	August, September	S PS
Prairie blazing star	<i>Liatris pycnostachya</i>	2 to 5	Purple	August - September	S PS
Wild bergamot	<i>Monarda fistulosa</i>	4.0	Pink-Purple	July-September	S PS
Foxglove Beardtongue	<i>Penstemon digitalis</i>	3 to 4	White	July-August	S PS
Prairie Phlox	<i>Phlox pilosa</i>	1.5 to 2	Pink	May - June	S PS
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September	S PS
Grey-headed Coneflower	<i>Ratibida pinnata</i>	5.0	Yellow	July-September	S PS
Black Eyed Susan	<i>Rudbeckia hirta</i>	2 to 3	Yellow	June - October	S PS
Heath aster	<i>Symphyotrichum ericoides</i>	2 to 4	White	August-September	S PS
Smooth blue aster	<i>Symphyotrichum laeve</i>	4	Blue	August-October	S PS
Ohio Spiderwort	<i>Tradescantia ohimensis</i>	2 to 4	Blue	July - October	S SH
Hoary vervain	<i>Verbena stricta</i>	1 to 3	Purple	July-August	S PS
Golden Alexanders	<i>Zizia aurea</i>	1 to 3	Yellow	May-July	S PS

**SAVANNA - WLND**

Thimbleweed	<i>Anemone virginiana</i>	1 to 2	white	June-August	PS SH
Wild Columbine	<i>Aquilegia canadensis</i>	1.5 to 3	Red	May - June	PS SH
Jack-in-the-pulpit	<i>Arisaema triphyllum</i>	2.0	Green	April-June	PS SH
Wild Ginger	<i>Asarum canadense</i>	0.5	Red	April-June	SH
Sprengel's sedge	<i>Carex sprengelii</i>	1 to 2	yellow	April-June	PS SH
Bottlebrush Grass	<i>Elymus hystrix</i>	2 to 3	Cream	July-September	PS SH
Large Leaf Aster	<i>Eurybia macrophylla</i>	.5 to 1.5	White	August - October	PS SH
Wild Geranium	<i>Geranium maculatum</i>	1.5	Pink	May - June	PS SH
Jacobs Ladder	<i>Polemonium reptans</i>	0.5 to 1	blue	April-June	S SH
Zig Zag Goldenrod	<i>Solidago flexicaulis</i>	2.0	Yellow	August - September	PS SH



Kolb Severson Project - Phase 2 (2022)

Common Name	Scientific Name	Height (ft)	Color	Bloom Time	Sun Exposure
<b>EMERGENT</b>					
Broadleaved arrowhead	<i>Sagittaria latifolia</i>	4	White	July - August	S
Soft Stem Bulrush	<i>Scirpus validus</i>	4 to 6	Brown	July - August	S PS
Giant burreed	<i>Sparganium eurycarpum</i>	3 to 5	Green/Brown	July - August	S PS
Spike rush	<i>Eleocharis palustris</i>	1 to 2	Brown	June-July	S
<b>WET MEADOW</b>					
<b>Grasses, Sedges, Rushes</b>					
Sweet flag	<i>Acorus calamus</i>	2	Green	May - July	S
Bebb's Sedge	<i>Carex bebbii</i>	2 to 3	Green	May - June	S PS
Bottlebrush Sedge	<i>Carex comosa</i>	2 to 3.5	Green	May - June	S PS
Tussock Sedge	<i>Carex stricta</i>	2 to 3	Green	May - July	S PS
Fox Sedge	<i>Carex vulpinoidea</i>	1.5 to 2.5	Green	May - June	S PS
Common Rush	<i>Juncus effusus</i>	2 to 4	Brown	July - August	S PS
<b>Forbs</b>					
Canada Anemone	<i>Anemone canadensis</i>	1 to 2	White	May - July	S PS
Swamp Milkweed	<i>Asclepias incarnata</i>	3 to 4	Lavender	June - August	S PS
New England Aster	<i>Aster novae-angliae</i>	3 to 5	Purple	September-October	S PS
Marsh marigold	<i>Caltha palustris</i>	1.0	Yellow	April-May	S PS
Turtlehead	<i>Chelone glabra</i>	2 to 3	White	August - October	S SH
Joe-Pye Weed	<i>Eutrochium maculatum</i>	3 to 6	Purple	June-July	S PS
Sneezeweed	<i>Helenium autumnale</i>	4 to 5	Yellow	August - September	S PS
Blue Flag Iris	<i>Iris versicolor</i>	2 to 3	Blue	June - July	S PS
Meadow Blazing Star	<i>Liatris ligulistylis</i>	2 to 3.5	Purple	June - July	S PS
Prairie Blazing Star	<i>Liatris pycnostachya</i>	2 to 3	Purple	July - September	S PS
Cardinal Flower	<i>Lobelia cardinalis</i>	3 to 4	Red	June - October	S PS
Blue Lobelia	<i>Lobelia siphilitica</i>	1.5 to 2.5	Blue	June - October	S PS
Monkeyflower	<i>Mimulus ringens</i>	1.5 to 2	Lavender	July - September	S PS
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September	S PS
Culvers Root	<i>Veronicastrum virginicum</i>	3 to 5	White	July-August	S PS
Blue vervain	<i>Verbena hastata</i>	2 to 5	Purple	July-August	S PS



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## Restoration Proposal for:

Johnny Severson, Marcia Kolb and Nikolas Kolb Severoson  
17221 Terrey Pine Drive  
Eden Prairie, MN

**Proposal Date: October 11, 2021**

### Prepared by:

Bill Bartodziej M.S., Senior Restoration Ecologist  
Natural Shore Technologies, Inc.  
612.730.1542 [bill.b@naturalshore.com](mailto:bill.b@naturalshore.com)





USING ECOLOGY TO RESTORE LAND AND WATER

612.703.7581 | [naturalshore.com](http://naturalshore.com) | Office & Nursery 1480 County Rd 90 Independence, MN 55359

October 11, 2021

Dear Johnny, Marcia, and Nikolas:

Below is a *Project Summary* which outlines our *restoration methods* and *cost breakdown*. This is considered a Phase II project of your overall ecological restoration effort. The addition of intensive planting areas on the upper edge of the shore restoration will add a significant amount of diversity and eliminate large portions of turf area. This will substantially add to the quality of the overall restoration. Seed from the new planting areas will migrate into the Phase I areas. This being the most significant shore restoration on your lake will make this an incredibly valuable demonstration for the community. We look forward to making this a truly exceptional ecological restoration.

After you have read through and are comfortable with the proposed plan and specified cost, please sign the contract that is provided. A down payment and a signed contract are required to book your project.

Best regards,

Bill Bartodziej, M.S.  
Senior Restoration Ecologist  
Natural Shore Technologies, Inc.

## ***Project Summary***

1. Project site: 1,250 SF intensive plantings on top edges of existing restoration, bare slope interplanting – 720 SF
2. Site assessment and plan development include: detailed site preparation methods, plant selection, and a project timeline and work schedule for our staff. Because most of projects involve the establishment of natural buffers, site drawings and planting plans are not necessary. We have found that over time, native plants will seek out the optimal micro-habitats and flourish. However, project plan drawings can certainly be provide at an additional cost upon client request.
3. Delineate and verify total restoration project area.
4. Kill all weeds and any selected turf areas with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.
5. Cut and remove any weedy plant material from planting area.
6. Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted.
7. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species included in the plan.
8. Lay out plants into plant zones per plan specifications and install at approximately 1.5' centers.
9. Mulch will be moved aside, plant containers installed, and a light mulch layer will be returned around the base of the plants to hold moisture.
10. We will use 695 – 3-4" containers for your planting.
11. Install 268 shoreland edge plants in areas where reed canary grass was controlled.
12. Site monitoring will be conducted and appropriate maintenance will be provided through October, 2024.

**Installation note:** Prior to installation, please let us know of any underground utility lines, sprinkler lines, or other obstacles in the restoration area. It is the owner responsibility to clearly mark lines, and NST will not be held liable for any damages.

## ***Project Cost***

This bid includes project design and management, all materials, labor, and a three year maintenance plan. This is a comprehensive bid estimate and valid for thirty days. We require a 50% down payment to schedule your project.

### **Cost Breakdown**

Site Design, Project Management, Mobilization	\$715.00
Site preparation, herb. trts, soil, soil grading, mulch (9 CY)	\$1,437.00
695 Plants - 3" and 4" - containers - hillslope	\$3,204.00
268 Shoreland edge plants – 4" containers	\$1,344.00
<b>TOTAL =</b>	<b>\$6,700.00</b>

Maintenance - 3 yr plan	\$1,344
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## **Site maintenance**

Site maintenance includes at least three visits per year during the growing season to monitor and conduct activities that will ensure proper restoration establishment. We use the most appropriate, up-to-date maintenance techniques such as targeted herbicide application, hand pulling, mowing, and spot weed whipping to effectively control invasive weeds. Our lead maintenance supervisor has a B.S. in Biology and 10 years of field experience.

**Watering** – We will thoroughly water your site immediately after plant installation. Any necessary watering after installation is the responsibility of the owner. (Generally, normal rainfall during the growing season is adequate for native plant establishment.)

***\*Note we do offer long-term maintenance contracts. Over 90% of our clients use that service.***

## Staff Qualifications

Our company has over 50 years of combined ecological restoration experience. We are a local company that focuses on quality ecological restoration in the Metro area. Our clients vary from private estates on Lake Minnetonka, to large corporate headquarters in Eden Prairie. We also work with many city and county governments and watershed management organizations. We are fully insured.

Our specialty is lakeshore and wetland restoration. We have restored many miles of lakeshore in Minnesota, more than any other company. Please see our portfolio for examples of our restoration projects that include; shorelines, wetlands, prairies, savannas, and rain gardens.

Please see our **project photo book** at: <http://www.blurb.com/books/6034090-natural-shore-technologies-inc-photobook>

## Natural Shore Technologies Plant Material

We have commercial and retail greenhouses in Maple Plain. Our plants are Minnesota native perennials that will flourish year after year. Utilizing our own plant material in our projects assure quality control. Our wetland and prairie plants are guaranteed to establish during the first growing season. Perennial plants put most of their energy into establishing root systems so please keep in mind that the first year of growth will be mainly underground. You will see some flowering the first year, but significantly more flowering during the second year of establishment.

Information about our **retail native plant greenhouses** located in Maple Plain is also available at: [www.naturalshore.com](http://www.naturalshore.com)





# Guarantee

We stand by our native plant material and our ecological restoration services.

Native plants that we install are guaranteed to establish during the first growing season. Any plant material that does not make it through the first growing season will be replaced at no charge to the client.

On projects that we install and manage, we will guarantee successful establishment of your ecological restoration within three full growing seasons. This proposal provides a plan for accomplishing the restoration of the project site. If successful establishment does not occur within three growing seasons, all necessary steps will be taken to ensure the eventual success of the project, at no additional charge. For purposes of this guarantee, successful establishment is defined as follows: That the presence of at least 80% of the original seeded or planted species can be found on the site, and that the overall density of vegetation is comprised of no less than 80% native species.

The only exceptions to this guarantee have to do with plant death due to acts of God (floods or drought) the actions of others (vandalism), or animal herbivory (e.g., geese, muskrats). Watering by the owner during dry periods is necessary, and the lack of adequate watering in this circumstance may nullify this guarantee.

If these extreme circumstances do happen to occur, we will work with the client at a reduced rate to make all necessary repairs.

Our goal will always be to create successful, long-term partnerships with our clients. Our guarantee is the best in the business, and provides you with a clear understanding that we are here to fully support your ecological restoration endeavor.

## Contract

- A down payment of \$3,350.00 is required to schedule your project.
- The remainder of the project cost is due at project completion. Any unpaid amount beyond the 30 day period after billing will incur a 3% monthly finance charge.
- *Please note that this proposal is valid for 30 days from the date on this Contract.*

If you would like to proceed with the above outlined project, please sign the contract below.

**Client name:** Johnny Severson, Marcia Kolb and Nikolas Kolb Severoson

**Contract Value:** \$6,700.00

**Signed:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contractor:** *Natural Shore Technologies, Inc.*

**Signed:**

**Contract Date:** Contract Date for 30 Day term



William M. Bartodziej, M.S.

Senior Restoration Ecologist, Natural Shore Technologies

***Please return a signed copy of this contract and a check to:***

Natural Shore Technologies, Inc.  
6275 Pagenkopf Rd.  
Maple Plain, MN 55359



***Using Ecology to Restore Land and Water***

Exhibit B  
**Maintenance Plan & Schedule**

**Buffer Areas.** Buffer areas described in the site plan and design attached as Exhibit A to the agreement must be maintained as follows:

- a. The buffer will be maintained in perpetuity free from mowing and other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, the placement of structures, or any other alteration that impedes the function of the buffer in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
- b. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional every three to five years; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
- c. Upland plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

**Shoreline and Streambank Stabilization.** Shoreline and streambank stabilization areas described in the site plan and design attached as Exhibit A to the agreement must be maintained as follows:

- a. The shoreline or streambank will be inspected at least annually and any erosion or structural problems observed will be corrected within 30 days of inspection to establish and maintain a naturalized, ecologically healthy shoreline that is structurally stable and resistant to erosion.
- b. Plants will be watered 1 to 2 inches per week for the first three to four weeks after planting and less frequently later in the season depending on the amount of rain received. If the plants are in pure sand and the weather is dry with high temperatures, the plants may need daily watering of  $\frac{1}{2}$  inch or more for the first month or so. When feasible, watering will be done early in the morning and avoided from 12 pm to 5 pm.
- c. All planted and seeded areas will be maintained in perpetuity free from mowing or other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, and the placement of structures or any other alteration that impedes the function of the shoreline or streambank

- in protecting water quality, shading the riparian edge, moderating flow into any adjacent wetland or waterbody, or providing habitat.
- d. Weeding of invasive species will occur on an ongoing basis. Weeds can be hand pulled or treated selectively with herbicides according to instructions on the herbicide label. Only aquatic formulations of an herbicide will be used within ten feet of the water.
  - e. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
  - f. Upland and shoreline plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

**Reporting.** Owner will submit to the RPBCWD annually for 5 years following completion of the Project described in the site plan and design attached as Exhibit A to the agreement a brief written report that describes the maintenance activities performed under the agreement to which this exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.

**RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT**  
**Cost-Share Funding Agreement**

**Riley Purgatory Bluff Creek Watershed District and**  
***Marcia Kolb and John Severson***

LOCATION: **17155 Terrey Pine Drive, Eden Prairie, MN 55347**  
PARCEL PIN: **0811622340064**

This cost-share agreement, for support of water resource protection and education through the Riley-Purgatory-Bluff Creek Watershed District Cost-Share Program, is entered into between the Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and **Marcia Kolb and John Severson** (Owners), fee title owners of the property described above (the Property).

1. Scope of Work

Owners will install and maintain a **native-planting shoreline restoration** (the Project) on the Property in accordance with the site plan, design and budget attached to and incorporated into this agreement as Exhibit A. On completion of installation of the Project and to qualify for reimbursement of maintenance costs as described in paragraph 3 herein, Owners must submit to RPBCWD a report that includes a narrative describing the installation of the Project, a description of and receipts documenting eligible costs incurred and in-kind contributions, a description of any changes made or expected to the Project and photographs documenting installation (Project Report). A final Project Report must be submitted to RPBCWD within 60 days of the completion of installation.

2. Contractor

Owners will select a contractor or contractors for the Project or install the Project themselves, and Owners will ensure installation of the Project in substantial conformity with Exhibit A. In contracting for installation of the Project, Owners will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.

3. Reimbursement

RPBCWD, on receipt and approval of Project Report and accompanying documentation (including receipts) and confirmation by RPBCWD of installation in substantial conformity with Exhibit A, will reimburse Owners **75 percent** or \$5,000, whichever is less, of Owners' eligible costs of design and installation of the Project. In-kind labor will not be reimbursed, but may be applied toward total cost of completion of the Project. In-kind labor contributed toward the completion of the

Project by Kolb and Severson will be assigned a value of \$15 per hour. Reimbursement under this agreement for installation of the Project will not exceed a total of **\$5,000**.

RPBCWD, on receipt and approval of documentation (including receipts) and confirmation by RPBCWD of maintenance in substantial conformity with Exhibit B, will reimburse Owners **75 percent** of Owners' eligible costs of contracted qualified professional maintenance, to of the Project during the three years following Project installation. Reimbursement under this agreement for three years of professional maintenance of Project will not exceed a total of **\$1,008**.

At the discretion of RPBCWD, failure by the Owners to complete the Project in accordance with the terms of this agreement may result in withholding of reimbursement, repayment by the Owners to RPBCWD of reimbursement already paid, or other available action at law or equity for these purposes.

#### 4. Right of Access

Owners will permit RPBCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this agreement and monitor or take samples for the purpose of assessing the installation or performance of the Project.

#### 5. Maintenance

Owners will maintain the Project in accordance with the Maintenance Plan attached as Exhibit B for a minimum of 5 years from the date installation is complete. If Owners fail to maintain the Project, RPBCWD will have a right of reimbursement of all amounts paid to Owners, unless:

(a) RPBCWD determines that the failure to maintain the Project was caused by reasons beyond Owners' control; or

(b) Kolb and Severson have conveyed the Property, provided Owners notify RPBCWD at least 30 days before the Property is conveyed and facilitate communication between RPBCWD and the prospective buyer regarding continued maintenance of the Project.

#### 6. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project will properly acknowledge the funding provided by RPBCWD. Owners will cooperate with RPBCWD to seek publicity and media coverage of the Project, and in communicating to funding or oversight agencies or in public communications about RPBCWD programs, RPBCWD may cite the Project and its location and may depict the Project in text, photographs or other media. Owners will permit RPBCWD, at its cost and in consultation with Owners, to place reasonable signage on Owners' property informing the general public about the Project and RPBCWD's cost-share program. On reasonable notice to Owners, RPBCWD representatives may accompany members of the public onto the Property to view the Project from time to time. This paragraph does not create any right of public entry onto the Property except as coordinated with Owners and accompanied by an RPBCWD representative.

#### 7. Independent Relationship



RPBCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by Owners that furthers the purposes of RPBCWD. Owners act independently and select the means, method and manner of installing the Project. Neither Owner is the agent, representative, employee or contractor of RPBCWD. Any right to review or approve a design, work in progress or a constructed facility provided by the agreement to RPBCWD is solely for RPBCWD's purpose of accounting for RPBCWD funds expended.

8. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires five years thereafter. RPBCWD retains the right to void this agreement if installation of the Project is not completed by **June 30, 2023**. RPBCWD may grant a request to extend the installation-completion period based on Owners' satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, Owners will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the installation-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5, 6, 7 and 9, will survive expiration.

9. Indemnification

Kolb and Severson will indemnify, defend and hold harmless RPBCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree that they are the result of Kolb's or Severson's, a subcontractor's or an assignee's negligence or the result of other action or inaction by Kolb and Severson, a subcontractor or an assignee that is the basis for Kolb's or Severson's, the subcontractor's or the assignee's liability in law or equity.

10. Compliance With Laws

Owners are responsible to secure all permits and comply with all other legal requirements applicable to the installation and maintenance of the Project.

11. Notices

Any written communication required under this agreement will be addressed to the other party as follows:

To RPBCWD:

Grant Program Coordinator  
Riley Purgatory Bluff Creek Watershed District  
18681 Lake Dr. East  
Chanhassen, MN 55317

To Owners:

**Marcia Kolb and John Severson**  
**17155 Terrey Pine Drive**  
**Eden Prairie, MN 55347**

12. Waiver

RPBCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, RPBCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party.

Intending to be bound, the parties hereto execute and deliver this agreement.

Owners

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Marcia Kolb

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: John Severson

Riley-Purgatory-Bluff Creek Watershed District

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Terry Jeffery  
Interim District Administrator

**Exhibit A**  
**Work Plan, Budget, Site Plan and Drawings**

Draft



# Hennepin County Natural Resources Map

Date: 4/8/2022

## Legend

### 2 Foot Elevation Contours

- Index
- Intermediate

Marcia says that shoreline edge plants in Phase 2 will be going along shore, not in Phase 1 area outlined in orange on this map.



PID: 0811622340064  
Address: 17155 Terrey Pine Dr,  
Eden Prairie 55347  
Owner: John Severson &  
Marcia Kolb  
Acres: 1.4

Comments:

1 inch = 50 feet



This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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Marcia Kolb Nikolas Severson

17155 and 17221 Terry Pine Drive, EP

**PRAIRIE**

**Grasses, Sedges**

Side Oats Grama	<i>Bouteloua curtipendula</i>	1.5 to 2.5	Red-green	July - September	S PS
Blue Grama	<i>Bouteloua gracilis</i>	.5 to 1	Green-purple	July-September	S PS
Canada Wild Rye	<i>Elymus canadensis</i>	3 to 4	Green	July - August	S PS
June grass	<i>Koeleria macrantha</i>	1 to 2	Amber	May-June	S
Little Bluestem	<i>Schizachyrium scoparium</i>	1.5 to 3	Amber	July - September	S PS
Prairie Dropseed	<i>Sporobolus heterolepis</i>	1.5 to 3	Green	August - October	S PS

**Forbs**

Anise Hyssop	<i>Agastache foeniculum</i>	2 to 4	Purple	June-October	S SH
Prairie Onion	<i>Allium stellatum</i>	1 to 1.5	Pink	July - September	S PS
Butterfly Milkweed	<i>Asclepias tuberosa</i>	1 to 2	Orange	June - September	S PS
Blue wild indigo	<i>Baptisia australis</i>	4.0	Blue	May-July	S PS
Prairie Coreopsis	<i>Coreopsis palmata</i>	1.5 to 2.5	Yellow	June - September	S PS
White prairie clover	<i>Dalea candida</i>	2.0	White	June - September	S PS
Purple prairie clover	<i>Dalea purpurea</i>	2.0	Purple	July-September	S PS
Pale purple coneflower	<i>Echinacea pallida</i>	2 to 4	Lavender	June-July	S PS
Purple coneflower	<i>Echinacea purpurea</i>	4.0	Purple	July-September	S PS
Oxeye	<i>Heliopsis helianthoides</i>	5.0	Yellow	June-September	S PS
Rough Blazingstar	<i>Liatris aspera</i>	1.5 to 3	Purple	July - September	S PS
Dotted blazing star	<i>Liatris punctata</i>	1 to 2	Purple	August, September	S PS
Prairie blazing star	<i>Liatris pycnostachya</i>	2 to 5	Purple	August - September	S PS
Wild bergamot	<i>Monarda fistulosa</i>	4.0	Pink-Purple	July-September	S PS
Foxglove Beardtongue	<i>Penstemon digitalis</i>	3 to 4	White	July-August	S PS
Prairie Phlox	<i>Phlox pilosa</i>	1.5 to 2	Pink	May - June	S PS
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September	S PS
Grey-headed Coneflower	<i>Ratibida pinnata</i>	5.0	Yellow	July-September	S PS
Black Eyed Susan	<i>Rudbeckia hirta</i>	2 to 3	Yellow	June - October	S PS
Heath aster	<i>Symphyotrichum ericoides</i>	2 to 4	White	August-September	S PS
Smooth blue aster	<i>Symphyotrichum laeve</i>	4	Blue	August-October	S PS
Ohio Spiderwort	<i>Tradescantia ohimensis</i>	2 to 4	Blue	July - October	S SH
Hoary vervain	<i>Verbena stricta</i>	1 to 3	Purple	July-August	S PS
Golden Alexanders	<i>Zizia aurea</i>	1 to 3	Yellow	May-July	S PS

**SAVANNA - WLND**

Thimbleweed	<i>Anemone virginiana</i>	1 to 2	white	June-August	PS SH
Wild Columbine	<i>Aquilegia canadensis</i>	1.5 to 3	Red	May - June	PS SH
Jack-in-the-pulpit	<i>Arisaema triphyllum</i>	2.0	Green	April-June	PS SH
Wild Ginger	<i>Asarum canadense</i>	0.5	Red	April-June	SH
Sprengel's sedge	<i>Carex sprengelii</i>	1 to 2	yellow	April-June	PS SH
Bottlebrush Grass	<i>Elymus hystrix</i>	2 to 3	Cream	July-September	PS SH
Large Leaf Aster	<i>Eurybia macrophylla</i>	.5 to 1.5	White	August - October	PS SH
Wild Geranium	<i>Geranium maculatum</i>	1.5	Pink	May - June	PS SH
Jacobs Ladder	<i>Polemonium reptans</i>	0.5 to 1	blue	April-June	S SH
Zig Zag Goldenrod	<i>Solidago flexicaulis</i>	2.0	Yellow	August - September	PS SH

Kolb Severson Project - Phase 2 (2022)

Common Name	Scientific Name	Height (ft)	Color	Bloom Time	Sun Exposure
<b>EMERGENT</b>					
Broadleaved arrowhead	<i>Sagittaria latifolia</i>	4	White	July - August	S
Soft Stem Bulrush	<i>Scirpus validus</i>	4 to 6	Brown	July - August	S PS
Giant burreed	<i>Sparganium eurycarpum</i>	3 to 5	Green/Brown	July - August	S PS
Spike rush	<i>Eleocharis palustris</i>	1 to 2	Brown	June-July	S
<b>WET MEADOW</b>					
<b>Grasses, Sedges, Rushes</b>					
Sweet flag	<i>Acorus calamus</i>	2	Green	May - July	S
Bebb's Sedge	<i>Carex bebbii</i>	2 to 3	Green	May - June	S PS
Bottlebrush Sedge	<i>Carex comosa</i>	2 to 3.5	Green	May - June	S PS
Tussock Sedge	<i>Carex stricta</i>	2 to 3	Green	May - July	S PS
Fox Sedge	<i>Carex vulpinoidea</i>	1.5 to 2.5	Green	May - June	S PS
Common Rush	<i>Juncus effusus</i>	2 to 4	Brown	July - August	S PS
<b>Forbs</b>					
Canada Anemone	<i>Anemone canadensis</i>	1 to 2	White	May - July	S PS
Swamp Milkweed	<i>Asclepias incarnata</i>	3 to 4	Lavender	June - August	S PS
New England Aster	<i>Aster novae-angliae</i>	3 to 5	Purple	September-October	S PS
Marsh marigold	<i>Caltha palustris</i>	1.0	Yellow	April-May	S PS
Turtlehead	<i>Chelone glabra</i>	2 to 3	White	August - October	S SH
Joe-Pye Weed	<i>Eutrochium maculatum</i>	3 to 6	Purple	June-July	S PS
Sneezeweed	<i>Helenium autumnale</i>	4 to 5	Yellow	August - September	S PS
Blue Flag Iris	<i>Iris versicolor</i>	2 to 3	Blue	June - July	S PS
Meadow Blazing Star	<i>Liatris ligulistylis</i>	2 to 3.5	Purple	June - July	S PS
Prairie Blazing Star	<i>Liatris pycnostachya</i>	2 to 3	Purple	July - September	S PS
Cardinal Flower	<i>Lobelia cardinalis</i>	3 to 4	Red	June - October	S PS
Blue Lobelia	<i>Lobelia siphilitica</i>	1.5 to 2.5	Blue	June - October	S PS
Monkeyflower	<i>Mimulus ringens</i>	1.5 to 2	Lavender	July - September	S PS
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September	S PS
Culvers Root	<i>Veronicastrum virginicum</i>	3 to 5	White	July-August	S PS
Blue vervain	<i>Verbena hastata</i>	2 to 5	Purple	July-August	S PS





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## Restoration Proposal for:

Johnny Severson and Marcia Kolb  
17155 Terrey Pine Drive  
Eden Prairie, MN

**Proposal Date: October 11, 2021**

### Prepared by:

Bill Bartodziej M.S., Senior Restoration Ecologist  
Natural Shore Technologies, Inc.  
612.730.1542 [bill.b@naturalshore.com](mailto:bill.b@naturalshore.com)





USING ECOLOGY TO RESTORE LAND AND WATER

612.703.7581 | [naturalshore.com](http://naturalshore.com) | Office & Nursery 1480 County Rd 90 Independence, MN 55359

October 11, 2021

Dear Johnny and Marcia:

Below is a *Project Summary* which outlines our *restoration methods* and *cost breakdown*. This is considered a Phase II project of your overall ecological restoration effort. The addition of intensive planting areas on the upper edge of the shore restoration will add a significant amount of diversity and eliminate large portions of turf area. This will substantially add to the quality of the overall restoration. Seed from the new planting areas will migrate into the Phase I areas. This being the most significant shore restoration on your lake will make this an incredibly valuable demonstration for the community. We look forward to making this a truly exceptional ecological restoration.

After you have read through and are comfortable with the proposed plan and specified cost, please sign the contract that is provided. A down payment and a signed contract are required to book your project.

Best regards,

Bill Bartodziej, M.S.  
Senior Restoration Ecologist  
Natural Shore Technologies, Inc.

## ***Project Summary***

1. Project site: 1,250 SF intensive plantings on top edges of existing restoration, bare slope interplanting – 720 SF
2. Site assessment and plan development include: detailed site preparation methods, plant selection, and a project timeline and work schedule for our staff. Because most of projects involve the establishment of natural buffers, site drawings and planting plans are not necessary. We have found that over time, native plants will seek out the optimal micro-habitats and flourish. However, project plan drawings can certainly be provide at an additional cost upon client request.
3. Delineate and verify total restoration project area.
4. Kill all weeds and any selected turf areas with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.
5. Cut and remove any weedy plant material from planting area.
6. Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted.
7. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species included in the plan.
8. Lay out plants into plant zones per plan specifications and install at approximately 1.5' centers.
9. Mulch will be moved aside, plant containers installed, and a light mulch layer will be returned around the base of the plants to hold moisture.
10. We will use 742 – 3-4" containers for your planting.
11. Install 268 shoreland edge plants in areas where reed canary grass was controlled.
12. Site monitoring will be conducted and appropriate maintenance will be provided through October, 2024.

**Installation note:** Prior to installation, please let us know of any underground utility lines, sprinkler lines, or other obstacles in the restoration area. It is the owner responsibility to clearly mark lines, and NST will not be held liable for any damages.

## ***Project Cost***

This bid includes project design and management, all materials, labor, and a three year maintenance plan. This is a comprehensive bid estimate and valid for thirty days. We require a 50% down payment to schedule your project.

### **Cost Breakdown**

Site Design, Project Management, Mobilization	\$715.00
Site preparation, herb. trts, soil, soil grading, mulch (9 CY)	\$1,437.00
742 - Plants - 3" and 4" - containers	\$3,204.00
268 Shoreland edge plants	\$1,344.00
<b>TOTAL =</b>	<b>\$6,700.00</b>

  

Maintenance - 3 yr plan	\$1,344
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## **Site maintenance**

Site maintenance includes at least three visits per year during the growing season to monitor and conduct activities that will ensure proper restoration establishment. We use the most appropriate, up-to-date maintenance techniques such as targeted herbicide application, hand pulling, mowing, and spot weed whipping to effectively control invasive weeds.

Our lead maintenance supervisor has a B.S. in Biology and 10 years of field experience.

**Watering** – We will thoroughly water your site immediately after plant installation. Any necessary watering after installation is the responsibility of the owner. (Generally, normal rainfall during the growing season is adequate for native plant establishment.)

***\*Note we do offer long-term maintenance contracts. Over 90% of our clients use that service.***

## Staff Qualifications

Our company has over 50 years of combined ecological restoration experience. We are a local company that focuses on quality ecological restoration in the Metro area. Our clients vary from private estates on Lake Minnetonka, to large corporate headquarters in Eden Prairie. We also work with many city and county governments and watershed management organizations. We are fully insured.

Our specialty is lakeshore and wetland restoration. We have restored many miles of lakeshore in Minnesota, more than any other company. Please see our portfolio for examples of our restoration projects that include; shorelines, wetlands, prairies, savannas, and rain gardens.

Please see our **project photo book** at: <http://www.blurb.com/books/6034090-natural-shore-technologies-inc-photobook>

## Natural Shore Technologies Plant Material

We have commercial and retail greenhouses in Maple Plain. Our plants are Minnesota native perennials that will flourish year after year. Utilizing our own plant material in our projects assure quality control. Our wetland and prairie plants are guaranteed to establish during the first growing season. Perennial plants put most of their energy into establishing root systems so please keep in mind that the first year of growth will be mainly underground. You will see some flowering the first year, but significantly more flowering during the second year of establishment.

Information about our **retail native plant greenhouses** located in Maple Plain is also available at: [www.naturalshore.com](http://www.naturalshore.com)



***Using Ecology to Restore Land and Water***

# Guarantee

We stand by our native plant material and our ecological restoration services.

Native plants that we install are guaranteed to establish during the first growing season. Any plant material that does not make it through the first growing season will be replaced at no charge to the client.

On projects that we install and manage, we will guarantee successful establishment of your ecological restoration within three full growing seasons. This proposal provides a plan for accomplishing the restoration of the project site. If successful establishment does not occur within three growing seasons, all necessary steps will be taken to ensure the eventual success of the project, at no additional charge. For purposes of this guarantee, successful establishment is defined as follows: That the presence of at least 80% of the original seeded or planted species can be found on the site, and that the overall density of vegetation is comprised of no less than 80% native species.

The only exceptions to this guarantee have to do with plant death due to acts of God (floods or drought) the actions of others (vandalism), or animal herbivory (e.g., geese, muskrats). Watering by the owner during dry periods is necessary, and the lack of adequate watering in this circumstance may nullify this guarantee.

If these extreme circumstances do happen to occur, we will work with the client at a reduced rate to make all necessary repairs.

Our goal will always be to create successful, long-term partnerships with our clients. Our guarantee is the best in the business, and provides you with a clear understanding that we are here to fully support your ecological restoration endeavor.



## Contract

- A down payment of \$3,350.00 is required to schedule your project.
- The remainder of the project cost is due at project completion. Any unpaid amount beyond the 30 day period after billing will incur a 3% monthly finance charge.
- *Please note that this proposal is valid for 30 days from the date on this Contract.*

If you would like to proceed with the above outlined project, please sign the contract below.

**Client name:** Johnny Severson and Marcia Kolb

**Contract Value:** \$6,700.00

**Signed:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contractor:** *Natural Shore Technologies, Inc.*

**Signed:**

**Contract Date:** Contract Date for 30 Day term



William M. Bartodziej, M.S.

Senior Restoration Ecologist, Natural Shore Technologies

***Please return a signed copy of this contract and a check to:***

Natural Shore Technologies, Inc.  
6275 Pagenkopf Rd.  
Maple Plain, MN 55359



***Using Ecology to Restore Land and Water***

Exhibit B  
**Maintenance Plan & Schedule**

**Buffer Areas.** Buffer areas described in the site plan and design attached as Exhibit A to the agreement must be maintained as follows:

- a. The buffer will be maintained in perpetuity free from mowing and other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, the placement of structures, or any other alteration that impedes the function of the buffer in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
- b. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional every three to five years; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
- c. Upland plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

**Shoreline and Streambank Stabilization.** Shoreline and streambank stabilization areas described in the site plan and design attached as Exhibit A to the agreement must be maintained as follows:

- a. The shoreline or streambank will be inspected at least annually and any erosion or structural problems observed will be corrected within 30 days of inspection to establish and maintain a naturalized, ecologically healthy shoreline that is structurally stable and resistant to erosion.
- b. Plants will be watered 1 to 2 inches per week for the first three to four weeks after planting and less frequently later in the season depending on the amount of rain received. If the plants are in pure sand and the weather is dry with high temperatures, the plants may need daily watering of  $\frac{1}{2}$  inch or more for the first month or so. When feasible, watering will be done early in the morning and avoided from 12 pm to 5 pm.
- c. All planted and seeded areas will be maintained in perpetuity free from mowing or other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, and the placement of structures or any other alteration that impedes the function of the shoreline or streambank

- in protecting water quality, shading the riparian edge, moderating flow into any adjacent wetland or waterbody, or providing habitat.
- d. Weeding of invasive species will occur on an ongoing basis. Weeds can be hand pulled or treated selectively with herbicides according to instructions on the herbicide label. Only aquatic formulations of an herbicide will be used within ten feet of the water.
  - e. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
  - f. Upland and shoreline plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

**Reporting.** Owner will submit to the RPBCWD annually for 5 years following completion of the Project described in the site plan and design attached as Exhibit A to the agreement a brief written report that describes the maintenance activities performed under the agreement to which this exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.