

RESOLUTION NO. 22-047
Riley-Purgatory-Bluff Creek Watershed District
Board of Managers

Authorizing execution of cost share agreement with the Northmark Homeowners Association for installation of a native vegetation habitat restoration.

Manager _____ offered the following resolution and moved its adoption, seconded by Manager _____:

WHEREAS Riley-Purgatory-Bluff Creek Watershed District's 2018 10-Year Watershed Management Plan identifies and allocates funding to implement a cost-share program to provide incentives for BMPs;

WHEREAS RPBCWD staff and the Watershed Stewardship Grant committee reviewed the application for the proposed native vegetation habitat restoration and determined the project would meet RPBCWD goals to minimize the negative impacts of erosion and sedimentation, to minimize pollutant loading to water resources, and to promote infiltration to reduce runoff, improve water quality, and promote aquifer recharge.

NOW THEREFORE BE IT RESOLVED that the RPBCWD Board of Managers authorizes the interim administrator, with advice of counsel, to enter the attached contract with the Northmark Homeowners Association, substantially in the form of the attached, for a cost not to exceed \$14,996.25, as finalized with such nonsubstantive changes as are necessary to implement the intent of the managers.

The question was on the adoption of the resolution and there were ____ yeas and ____ nays as follows:

Yea Nay Abstain Absent

CRAFTON
KOCH
PEDERSEN
ZIEGLER

Upon vote, the president declared the resolution _____ on this 1st day of June, 2022.

* * * * *

I, Dorothy Pedersen, secretary of the Riley-Purgatory-Bluff Creek Watershed District, hereby certifies that I have compared the above resolution with the original thereof as the same appears of record and on file with RPBCWD and find the same to be a true and correct transcription thereof, and further that the resolution is in full force and effect on this date, and Resolution 22-047 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this ____ day of _____, 2022.

Dorothy Pedersen, Secretary

**Exhibit A
Agreement**

DRAFT

MEMORANDUM

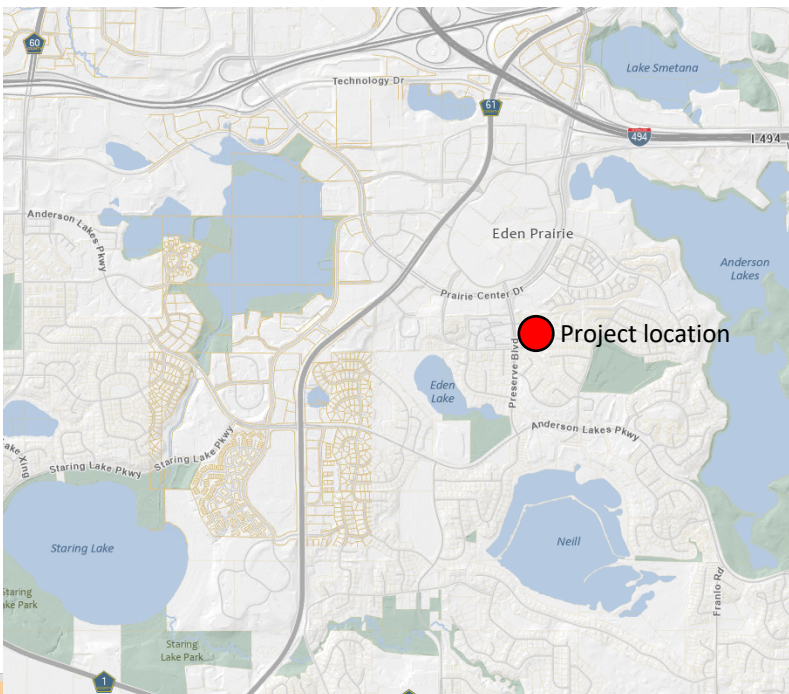
TO: Board of Managers
FROM: Liz Forbes
DATE: May 24, 2022
RE: Request to enter cost share agreement with *Northmark Homeowners Association*

Northmark Homeowners Association submitted a Watershed Stewardship Grant application to convert a 13,000 square foot (0.3 acre) section of actively eroding turfgrass with steep slopes to an oak savanna habitat restoration.

Cost for design and installation of native vegetation buffer is \$19,995. Proposed cost-share is 75% not to exceed \$14,996.25. A 75% cost share is also offered to support hiring of a professional to perform the first three years of site maintenance, which are especially important during the establishment phase. The not to exceed value of for professional maintenance is \$3,975. As part of the grant agreement, the HOA must maintain the project for at least 10 years.

The restoration project will include site preparation (herbicide application and fine grading) followed by drilling a custom seed mix into the soil and installation of erosion control blanket. A count of 1,000 native plants of at least 25 species in 3 to 4-inch pot size will be installed 3 to 4 feet apart.

The map below shows project location with a red circle. Also shown are the project boundary (in orange) and site photo of eroding hillside of turfgrass.



RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

Cost-Share Funding Agreement
Northmark Homeowners Association

LOCATION: **Carriage Court, Eden Prairie, MN 55344**

PARCEL PIN: **1411622440034**

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 **Northmark Homeowners Association** (Owner), a Minnesota nonprofit corporation and fee title owner of property described above (the Property).

RPBCWD has determined that it will contribute cost-share funding for implementation of water resources-conservation practices in conjunction with a project that Owner has undertaken to **install a native vegetation habitat**. RPBCWD has determined the amount of funding that it will contribute to the design and implementation of the practices on the basis of the water-quality improvement, public education and demonstration benefits that will be realized. RPBCWD commits to reimburse Owner in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

Owner will provide for **installation of a native vegetation habitat** on the Property (the Project) in substantial conformance with the site plan, design and budget attached to and incorporated into this agreement as Exhibit A. To the extent there is any real or perceived conflict between a term of this agreement and Exhibit A, the terms of this agreement will prevail. On completion of installation of the Project, Owner 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 30 days of the completion of installation.

2. Contractor

Owner will select a contractor or contractors for the Project or install the Project itself, and Owner will ensure installation of the Project in substantial conformity with Exhibit A. In contracting for installation of the Project, Owner 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

When RPBCWD has inspected the Project to confirm functionality and implementation in material conformity with Exhibit A and received from Owner:

- a. documentation that the maintenance declaration required by section 5 of this agreement has been filed for recordation; and
- b. an invoice and receipts documenting the Project costs, along with any completed reimbursement forms required by RPBCWD,

RPBCWD will reimburse Owner **75 percent** or \$14,996.25, whichever is less, of Owner's eligible costs to design and install the Project. In-kind labor will not be reimbursed, but may be applied toward total cost of completion of the Project. Labor contributed toward the completion of the Project by Owner will be assigned a value of \$15 per hour. Reimbursement under this agreement will not exceed a total of **\$14,996.25**.

RPBCWD, on receipt and approval of documentation (including receipts) and confirmation by RPBCWD of maintenance in substantial conformity with Exhibit B, will reimburse Owner **75% percent** or \$3,750, whichever is less, of Owners' eligible costs of contracted qualified professional maintenance, 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 **\$3,975.00**.

RPBCWD will make reimbursement within 45 days of receipt of the invoice and required accompanying documentation described above, unless the RPBCWD finds that the Project does not meet standards described herein for reimbursement, in which case RPBCWD will provide an explanation to Owner sufficient for Owner to timely cure the deficiency.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result:

- a. RPBCWD may withhold 10 percent of any reimbursement under this section 3 until RPBCWD has confirmed substantial completion of the Project; and
- b. if implementation, including vegetation establishment where specified, of the Project is not substantially completed in material conformance with the approved plans and specifications within two (2) years of the date this agreement is fully executed, subject to delays outside of Owner's control, RPBCWD will not be obligated to provide reimbursement to Owner under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD elects to deny reimbursement or rescind the agreement.

4. Right of Access

Owner 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 purposes of assessing the installation or performance of the Project and compliance with the terms of this agreement. If RPBCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement

void. Owner will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

5. Maintenance

Exhibit B, a draft maintenance declaration for the Project, is attached to and incorporated into this agreement. The attached declaration provides that Owner and its successors and assigns will inspect and maintain the Project in accordance with Exhibit B. Within 30 days of the certification of completion of the Project by RPBCWD, Owner will complete a draft of the declaration and submit to RPBCWD for approval. Once the declaration is approved, Owner must execute and file the completed declaration with the county recorder or registrar, as appropriate, within 30 days, and submit documentation of recordation to RPBCWD. RPBCWD and its representatives may enter the Property at reasonable times to inspect the condition of the Project and confirm proper maintenance.

6. Acknowledgment and Publicity

Owner will cooperate with RPBCWD to seek publicity and media coverage of the Project, and to allow members of the public periodically to enter the Property to view the Project in the company of an RPBCWD representative. Owner will permit RPBCWD, at its cost and discretion, to place reasonable signage on Owner's property informing the general public about the Project and RPBCWD's cost-share program.

7. Independent Relationship; Indemnification

RPBCWD's role under this agreement is solely to provide funds to support the Project, in recognition of the maintenance, demonstration and dissemination of knowledge about innovative approaches to stormwater management. RPBCWD's review of design, plans and specification notwithstanding, RPBCWD has no authority to select, nor has it had any role in selecting, the design, means, method or manner of performing any work or the person or firm who will perform the work necessary to implement the Project. Owner acts independently and selects the means, method and manner of implementing the Project. Review of any plans, specifications, design or installation by RPBCWD or its representative is solely for the purpose of establishing accountability for RPBCWD funds expended. Neither Owner nor Owner's contractor acts as the agent or representative of RPBCWD in any manner.

Owner will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) Owner's negligent or otherwise wrongful act or omission, or breach of to the degree that they are the result of Owner's, a subcontractor's or an assignee's negligence or the result of other action or inaction by Owner, a subcontractor or an assignee that is the basis for Owner, the subcontractor's or the assignee's liability in law or equity.

8. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District and the Partner waive no immunities

in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

9. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires 5 years thereafter. RPBCWD retains the right to void this agreement if the Project is not certified as substantially complete by **June 1, 2023**. RPBCWD may grant a request to extend the construction-completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, Owner will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the implementation-completion period.

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

10. Compliance With Laws

Owner is responsible to secure all permits and comply with all other legal requirements applicable to the Project.

11. Notices

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

To RPBCWD:

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

To Owner:

Northmark Homeowners Association
Attn: Marianne Griffin, President
11577 Carriage Court
Eden Prairie, MN 55344

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 or a party to this agreement.

13. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be **Hennepin County**, Minnesota.

{Signature page follows.}

DRAFT

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

Northmark Homeowners Association

Name: _____
Title: _____

Date:

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of the Northmark Homeowners Association.

Notary Public

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____ Date _____
Terry Jeffery
Interim District Administrator

Exhibit A
Work Plan, Budget, Site Plan and Drawings

DRAFT



Restoration Proposal for:

Ms. Marianne Griffin
11577 Carriage Court
Eden Prairie, MN

Proposal Date: April 25, 2022

Prepared by:

Bill Bartodziej M.S., Senior Restoration Ecologist
Natural Shore Technologies, Inc.
612.730.1542 bill.b@naturalshore.com





USING ECOLOGY TO RESTORE LAND AND WATER

612.703.7581 | naturalshore.com | Office & Nursery 1480 County Rd 90 Independence, MN 55359

April 25, 2022

Dear Marianne:

Thank you again for giving Natural Shore Technologies the opportunity to bid on your project. Below is a *Project Summary* which outlines our *restoration methods* and *cost breakdown*. We would like to emphasize that we tailor our restoration approach to fit your site characteristics and specific objectives. We look forward to developing a partnership with you to produce an exceptional restoration that exceeds your expectations.

We would enjoy the chance to answer any questions that you have regarding this restoration proposal. We take great pride in our reputation and attention to customer satisfaction. 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: 13,000 SF eroded slope (see map below)
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. Top coat eroded areas with clean soil and fine grade for seeding.
7. Drill in custom seed mix with a tractor and a seeder.
8. Cover entire site with high quality NAG SC150-BN erosion control blanket.
9. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species.
10. Lay out plants into plant zones per plan specifications and install at approximately 3-4' centers.
11. Plants will be installed through the erosion control blanket.
12. We will use 1,000 – 3-4" containers for your planting.
13. Site monitoring will be conducted and appropriate maintenance will be provided through October, 2023.

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.

Base map



Project Cost

This bid includes project design and management, all materials, labor, and a two 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		\$2,080.00
Site preparation, herb. trts, clearing, hauling, fine grading, soil, seeding		\$7,250.00
Erosion Control - installed - NAG SC-150BN blanket		\$5,200.00
1,000 Plants - 3" and 4" - containers @ 3-4' spacing		\$5,465.00
TOTAL =		\$19,995.00

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



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 \$10,000 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: Ms. Marianne Griffin

Contract Value: \$19,995.00

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



Common Name	Scientific Name	Height (ft)	Color	Bloom Time	Sun Exposure
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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
Plains oval sedge	<i>Carex brevior</i>	1 to 2	Green	June-July	S PS Sh
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
Lance-leaved Tickseed	<i>Coreopsis lanceolata</i>	2 to 3	Yellow	June-August	S
Prairie Coreopsis	<i>Coreopsis palmata</i>	1.5 to 2.5	Yellow	June - 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
Prairie blazing star	<i>Liatis pycnostachya</i>	2 to 5	Purple	August - September	S PS
Wild bergamot	<i>Monarda fistulosa</i>	4.0	Pink-Purple	July-September	S PS
Horsemint	<i>Monarda punctata</i>	2.0	Purple	July-August	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>Symphotrichum ericoides</i>	2 to 4	White	August-September	S PS
Smooth blue aster	<i>Symphotrichum laeve</i>	4	Blue	August-October	S PS
Aromatic aster	<i>Symphotrichum oblongifolium</i>	2	Purple	August-November	S PS
Sky Blue Aster	<i>Symphotrichum oolentangiense</i>	2 to 3.5	Purple	August-October	S PS
Ohio Spiderwort	<i>Tradescantia ohioensis</i>	2 to 4	Blue	July - October	S SH
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
American Bellflower	<i>Campanulastrum americanum</i>	2 to 6	Purple	July-September	PS 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 Strawberry	<i>Fragaria virginiana</i>	.4 to .8	White	April - June	S PS
Wild Geranium	<i>Geranium maculatum</i>	1.5	Pink	May - June	PS SH
Virginia bluebells	<i>Mertensia virginica</i>	1 to 2	blue	April-May	PS SH
Woodland Phlox	<i>Phlox divaricata</i>	1.0	Violet	April-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

Savanna Mix - 1 acre

Common Name Scientific name weight (oz) notes- seed/oz

Grass/Sedge (8 species)			
Plains Oval Sedge	<i>Carex brevior</i>	5	25,000
Field oval sedge	<i>Carex molesta</i>	3	10,000
Long-beaked sedge	<i>Carex sprengei</i>	12	7,600
Canada rye	<i>Elymus canadensis</i>	64	5,200
Bottlebrush grass	<i>Elymus hystrix</i>	10	5,500
Silky wild rye	<i>Elymus villosus</i>	48	4,200
Virginia wild rye	<i>Elymus virginicus</i>	9	29,000
Little bluestem	<i>Schizachyrium scoparium</i>	48	15,000
total =		199	

Forb (21 species)	Scientific name	weight (oz)	notes- seed/oz
Canada anemone	<i>Anemone canadensis</i>	1.00	8,000
Tall thimbleweed	<i>Anemone virginiana</i>	0.25	28,000
Wild columbine	<i>Aquilegia canadensis</i>	1.00	30,000
White indigo	<i>Baptisia alba</i>	2.00	1,700
Blue wild indigo	<i>Baptisia australis</i>	2.00	1,500
Hairy wood mint	<i>Blephilia hirsuta</i>	0.25	240,000
Purple coneflower	<i>Echinacea purpurea</i>	5.00	6,600
Pale purple coneflower	<i>Echinacea pallida</i>	3.00	5,200
Big leaf aster	<i>Eurybia macrophylla</i>	0.25	27,000
Blue bottle gentian	<i>Gentiana andrewsii</i>	0.50	280,000
Cream gentian	<i>Gentiana flavida</i>	1.00	140,000
Early sunflower	<i>Helianthus helianthoides</i>	3.00	4,600
Wild bergamot	<i>Monarda fistulosa</i>	0.50	70,000
Foxglove beardtongue	<i>Penstemon digitalis</i>	0.50	130,000
Large-flowered Beardtongue	<i>Penstemon grandiflorus</i>	2.00	14,000
Jacob's ladder	<i>Polemonium reptans</i>	0.50	18,000
Hairy mountain mint	<i>Pycnanthemum verticillatum</i>	0.25	185,000
Black-eyed susan	<i>Rudbeckia hirta</i>	6.00	6,600
Calico aster	<i>Symphotrichum lateriflorum</i>	0.25	250,000
Spiderwort	<i>Tradescantia ohioensis</i>	2.00	8,000
Golden alexander	<i>Zizia aurea</i>	2.00	11,000
total =		33.250	

Exhibit B
Maintenance Declaration

DRAFT

DECLARATION

THIS DECLARATION is made this _____ day of _____, 20____, by _____, Northmark Homeowners Association, a Minnesota nonprofit corporation (Declarant) in favor of the Riley-Purgatory-Bluff Creek Watershed District, a special purposes local unit of government with purposes and powers pursuant to Minnesota Statutes chapters 103B and 103D (RPBCWD).

RECITALS

WHEREAS Declarant is the fee title owner of real property within the **City of Eden Prairie**, Hennepin County, Minnesota, platted and legally described as:

PID 1411622440034

(the Property) and no one other than Declarant has any right, title or legal interest in the Property; and

WHEREAS Declarant and the Riley-Purgatory-Bluff Creek Watershed District (RPBCWD) have executed a Cost-Share Agreement for the construction and maintenance of features shown in the site plan and design attached hereto and incorporated herein as Attachment 1 for water resource protection demonstration and education purposes (the Project); and

WHEREAS Declarant desires to subject the Property to certain conditions and restrictions imposed by RPBCWD as a condition of participation in the RPBCWD Cost-Share Program, including maintenance for 10 years from the date of certification of completion of installation of the Facilities, and the RPBCWD's for the mutual benefit of the RPBCWD and the Declarant.

WHEREAS Declarant assumes the obligations hereunder to induce RPBCWD to enter into the Cost-Share Agreement, and agrees that there is valuable consideration for its obligations, and that this instrument is legally binding;

NOW THEREFORE Declarant makes this Declaration and hereby declares that this Declaration constitutes covenants to run with the Property, and further declares that the Property will be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration for 10 years from **June 1, 2023**, all of which are

CONSENT AND SUBORDINATION

_____, a Minnesota corporation, the holder of a [type of security] dated _____, 20___, filed for record with the County Recorder of **Hennepin County**, Minnesota on _____, _____ as Document No. _____, hereby consents to the recording of the attached Declaration and agrees that its rights in the property affected by the Declaration will be subordinated thereto.

IN WITNESS WHEREOF, _____, a Minnesota corporation, has caused this Consent and Subordination to be executed this _____ day of _____, 20___.

_____)
a Minnesota corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20___, by _____.

Notary Public

[Notary signature and stamp]

Attachment 1
Site Plan and Design

DRAFT

Attachment 2 Maintenance Plan & Schedule

Native Plant Restoration Areas. Native plant restoration areas described in the site plan and design attached as Attachment 1 to this declaration must be maintained as follows:

- a. The restoration 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 prairie restoration 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.

Reporting. Owner will submit to the RPBCWD at 1, 3, and 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.



Maintenance Proposal for:

Ms. Marianne Griffin, 11577 Carriage Court, Eden Prairie, MN

Proposal Date: May 19, 2022

Prepared by:

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

612.730.1542 bill.b@naturalshore.com



Three-year Monitoring and Maintenance Plan (2022-2024)

2022 Restoration Project – 13,000 SF eroded slope

2022 - \$900 (3 visits)

2023 - \$1500 (5 visits)

2024 - \$1575 (5 visits)

Total cost = \$ 3,975.00

Description

Site maintenance includes 5 visits per year (full 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 15 years of field experience. We will also be monitoring for any signs of erosion. This will be immediately reported to the owner.

Detailed site records and photos for each visit will be kept and shared with the client.

Client name: Ms. Marianne Griffin

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