

MEMORANDUM

TO: Board of Managers
FROM: Liz Forbes
DATE: June 2, 2023
RE: Cost share agreement for Hackamore Brewing

Staff have conditionally approved the cost share project and seek approval from the Board of Managers to proceed with finalizing the cost share agreement.

Conditional approval from staff is based upon the applicant providing additional project details. Final approval of the cost share will not proceed without the following:

1. Submission of profile view of pervious patio that shows appropriate base material depths.
2. Confirmation that extraction volume meets 1.1-inch minimum.
3. Confirmation of inclusion of smart sensors or similar approach for irrigation minimization for water conservation. Irrigation of native plants during establishment period is proposed to mitigate for harsh conditions of parking lot heat island.
4. Confirmation of city approval for project if permit was needed.

Owner name on the cost share agreement will be updated from business owner to building owner pending confirmation of building owner name. If the cost share project is approved by the Board, legal counsel will review final cost share agreement before distribution for signatures .

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Cost-Share Funding Agreement

Riley Purgatory Bluff Creek Watershed District and
ZACHARY GLEASON

LOCATION: 18651 Lake Drive East, Chanhassen, MN 55317
PARCEL PIN: 1811622210005

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 Zachary Gleason (Owner).

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

1. Scope of Work

The Owner will provide for installation of a pervious paver patio, tree trench, and native planting on the Property (the Project) in substantial conformance with 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, the 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, 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 completion.

2. Contractor

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

- a. an invoice and receipts documenting the Project costs, along with any completed reimbursement forms required by RPBCWD,

will reimburse the Owner **50 percent** or \$43,335.23, whichever is less, of the Owner's eligible costs to design and install the Project. Reimbursement under this agreement will not exceed a total of **\$43,335.23**.

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 the Owner sufficient for the 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 one (1) year of the date this agreement is fully executed, subject to delays outside of the Owner's control, RPBCWD will not be obligated to provide reimbursement to the 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

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

5. Maintenance

The Owner will maintain the Project for a minimum of ten (10) years from the date construction is complete in accordance with the maintenance as described in application attached as Exhibit A. If the Owner fails to maintain the Facilities, RPBCWD will have a right to reimbursement of all amounts paid to the Owner, unless RPBCWD determines that the failure to maintain the Facilities

was caused by reasons beyond the Owner's control. 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

The 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. The Owner will permit RPBCWD, at its cost and discretion, to place reasonable signage on the Owner's property informing the general public about the Project and RPBCWD's cost-share program or acknowledge RPBCWD's contribution on the Owner's own signage.

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. The 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 the Owner nor the Owner's contractor acts as the agent or representative of RPBCWD in any manner.

The 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) the Owner's negligent or otherwise wrongful act or omission, or breach of to the degree that they are the result of the Owner's, a subcontractor's or an assignee's negligence or the result of other action or inaction by the Owner, a subcontractor or an assignee that is the basis for the Owner's, 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 five (5) years thereafter. RPBCWD retains the right to void this agreement if the Project is not certified as substantially complete by **June 15, 2024**. 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, the 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

The 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:

Zachary Gleason
Hackamore Brewing
18651 Lake Drive East
Chanhassen, MN 55317

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.

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

HACKAMORE BREWING

By _____

Date _____

Zachary Gleason
Owner

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____

Date _____

Terry Jeffery
Administrator

Exhibit A

Application May 15, 2023; Site Photos; Itemized Cost List; Landscape Plan

DRAFT

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

The form is set to save your progress. However, your device may not be set up to accommodate this; be prepared to re-enter your information if needed. Allow up to six weeks to process your application.

Have you had a site visit? The site visit would have been with Seth Ristow (Carver County SWCD) or watershed district staff. *

☒ Yes

☐ No

☐ No, but I confirmed that I do not need one

Property Owner Information

Applicant type *

Government, school, or business

Property Owner's Legal Name (first and last) *

Zachary Gleason

Please provide the legal name of person who owns the property where the project would be located.

Additional Property Owner's Name

If the property is owned by more than one person, please provide name(s) here. If your project is awarded a grant, the legal names of all property owners will be needed for the grant agreement.

☒ My project is within the Riley Purgatory Bluff Creek Watershed District *

You can confirm this by entering the project address at www.rpbcwd.org/map.

Project Address *

18651 Lake Dr E

Street Address

Address Line 2

Chanhassen

City

55317

Postal / Zip Code

Write the address of the property where the potential project would be located.

Parcel ID Number (PID) of property *

1811622210005

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

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Look up your parcel ID by entering your address in the appropriate county property map:

[Hennepin County Online Property Map](#)

[Carver County Online Property Map](#)

Property Owner's Mailing Address (if different than project address)

Street Address

Address Line 2

City

Postal / Zip Code

Please provide a mailing address if it is different from the property address listed above.

Property Owner's Phone *

Property Owner's Email Address *

We need email addresses for communication purposes. Also, we currently use electronic signatures on grant agreements and need emails for this signing process.

Secondary Property Owner's Email Address

We are currently using electronic signatures on grant agreements and will need an email for each property owner. If property owners share the same email, please note that here.

Primary Contact Person

Fill out this section if the primary contact person for the project is different than the property owner. If it's the same, click the box that says "Primary contact information same as property owner."

☒ **Primary contact information same as property owner.**

If you select this, then you may skip this section.

Contact Name

First

Last

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

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Contact Phone

Contact Email

Primary contact's relationship to project

If the primary contact is not the property owner, please provide the contact's person's relationship to the project. (Property manager, association member/president, business owner, contractor hired by the owner, etc.)

Project Information

Project Type

Before selecting a project type for your application, make sure your project meets the requirements for that project type. These requirements are listed on the [Grant Project Types webpage](#).

Commonly missed requirements

- **Habitat Restoration:** Project size must be at least 250 square feet of developed/disturbed land. That means the existing condition of the area must be impermeable or low permeability such as a lawn, turf grass, parking lot, patio, other hard surface, or severely compacted soil. Severely eroded natural sites may fit into this description.
- **Lake Shoreline Restoration:** Project must be at least 25 feet of shoreline or 25% of shoreline, whichever is greater, with an average natural area width of 10 feet. Only major lakes will be considered for shoreline restoration projects.
- **Waterbody Buffer:** Project must be located outside the shoreline zone. Project must extend at least 25 feet along (parallel to) a shoreline with an average width of 10 feet. Waterbodies: lakes, pond, wetland, and creeks, etc.
- **Rain Garden:** Our definition of a rain garden aligns with the Minnesota Stormwater Manual, which means there are technical specifications and drawings that need to be provided, usually by a landscape architect or knowledgeable advisor.

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

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What is Your Project Type? *

- ☐ Habitat Restoration
- ☐ Lake Shoreline Restoration
- ☐ Waterbody Buffer
- ☐ Alternative Lawn
- ☒ Stormwater BMP (raingarden, tree trench, swale, permeable pavement, etc.)

Check all that apply. Make sure your project meets the requirements for that type of project.

If your project is a Stormwater BMP, please tell us what kind of BMP it is.

Example: rain garden, tree trench, etc.

Project title *

Give your project a name!

How big is your project? *

Size (area) in square feet is preferred. If your project is a stormwater BMP (e. g. rain garden), provide the size of the area draining to the BMP. If you are unable to provide a size, please explain.

Estimated total project cost *

Be as accurate as possible. If you are awarded a grant, it will be based on a percentage of the projected total project cost that you provide. The award listed on a grant agreement (percent or not-to-exceed amount in dollar) is final.

Does your estimated project cost include an in-kind labor credit? *

- ☐ Yes
- ☒ No

If you plan to install the project yourself, your labor may be credited at \$15/hour. You must include this in your project cost estimate. You cannot add this later after project installation.

How many hours would you like to include as in-kind labor?

Write an estimated number of hours of in-kind labor per person in your household that would be involved in project installation.

An in-kind labor credit can reduce your out-of-pocket cost if you plan to install a project yourself. Learn more under "FAQs about the grant program" on the [Stewardship Grant main page](#).

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

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Your Grant Request: What percentage of project cost are you requesting from this grant program? *

50 %

Homeowners and non-profits may request up to 75%. Municipalities, businesses, and schools may request up to 50%. The grant review committee will review your application and determine a percent cost-share offer, if any.

Estimated Start Date of Project *

May-22-2023

MMMM-dd-yyyy

An approximate date is fine. Please note that any project work that occurs BEFORE a grant agreement is in place is NOT ELIGIBLE for grant funds.

Estimated Completion Date of Project *

June-19-2023

MMMM-dd-yyyy

An approximate date is fine. Grantees have one (1) year to complete a project once a grant agreement is in place. This amount of time may be extended if circumstances are deemed reasonable by the grant coordinator.

Please describe the current condition of the property, relevant site history, and past management *

Patio project for new brewery in Chanhassen. The current condition of the land is unfinished. The cut down trees and will need to do some leveling before we start.

Please describe the project, including any site issues or goals. *

Would like to create a private space to include as many water preservation efforts as possible.

Summarize your workplan. What steps will be taken to implement the project? *

We are hiring Ground One Landscaping to manage the projects

If want to upload a document with this information, write "Uploaded."

Who will be completing the work, and where will you be purchasing supplies/equipment from? *

Everything will be from Ground One

Provide contractor or business name(s) when applicable. If want to upload a document with this information, write "Uploaded."

Native Plants

This section is required for these projects: Habitat Restoration, Shoreline Restoration, and Waterbody Buffer

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

The form is set to save your progress. However, your device may not be set up to accommodate this; be prepared to re-enter your information if needed. Allow up to six weeks to process your application.

Provide the name of the grower/nursery of the native seeds/plants you plan to use.

See plans

You may use more than one approved supplier. For habitat restoration, shoreline restoration, and waterbody buffer projects only native plants/seeds in their wild form may be used (no cultivars).

When it's time to purchase native plants, you may substitute another approved native plant supplier if your preferred supplier is out of stock of desired plant species. You may also substitute species with pre-approval.

I agree that if my project is a habitat restoration, shoreline restoration, or waterbody buffer, I will follow these native plant requirements:

- ☐ CHECK HERE & ignore rest of list if your project is NOT a habitat restoration, shoreline restoration, or waterbody buffer.
- ☒ Native plants must be in their wild form. No cultivars (cultivated varieties) are allowed.
- ☒ Native plants must be purchased from approved vendor.
- ☒ Plant selection must be appropriate for site conditions. In other words, evaluate your site's sun exposure and soil conditions and pick plants that wi
- ☒ Plant selection must include at least one keystone species.
- ☒ Plant selection must include at least 3 species that bloom in spring, 3 that bloom in summer, and 3 that bloom in fall. All flowering plants
- ☒ You must use ecologically friendly maintenance techniques. In part, this means limiting chemicals and leaving plant material in place.

Select all that you agree with. If you do not agree, your application for a habitat restoration, shoreline restoration, or waterbody buffer may be put on hold.

Upload your PLANT LIST with scientific (species) names if your project is a habitat restoration, shoreline restoration, or waterbody buffer.

Choose File(s)



Required Documents

Please upload the following documents if they are relevant to your project. You may combine documents in a single file.

If you have more than 5 files, please email directly to lforbes@rpbcd.org.

- **Photos:** Provide two or more photos of project area as it looks now (*before* project installation). Include for all project types.

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

The form is set to save your progress. However, your device may not be set up to accommodate this; be prepared to re-enter your information if needed. Allow up to six weeks to process your application.

- **Site Map:** Provide a map showing outline of project location on your property. Include for all project types. The online county property maps are useful for this!
- **Cost Estimate(s):** Provide itemized list of costs (description, quantity, price) for all materials and labor (include in-kind labor hours if you're installing project yourself). Include bids/quotes from contractors. Taxes are eligible costs. Include for all project types.
- **Project Design:** Provide a basic sketch of project design with relevant details based upon your project type. Relevant information may include location of features, planting plan with locations of plantings, specifications for materials, etc. Include for all project types.
- **Civil Design Plan:** A technical plan/drawing, typically done by an engineer or landscape architect, is required for a Shoreline Restoration or a Stormwater BMP project (rain garden, tree trench, swale, permeable pavement, etc.). Shoreline work must show the ordinary high water (OHW) line.
- **Native Vegetation Restoration and Maintenance Plan:** Submit this if you are doing a Habitat Restoration, Shoreline Restoration, or Waterbody Buffer project.
- **Estimate for 3 Years of Professional Maintenance:** Submit this if you are doing a Habitat Restoration, Shoreline Restoration, or Waterbody Buffer project. These types of projects are eligible for cost share of professional maintenance during the vegetation establishment phase.
- **Equipment specifications:** Provide if your project includes purchase of equipment including retrofit projects. This typically only applies to some Stormwater BMP projects.

File Upload *



IMG_2382.jpeg

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

The form is set to save your progress. However, your device may not be set up to accommodate this; be prepared to re-enter your information if needed. Allow up to six weeks to process your application.



IMG_2381.jpeg

Maintenance & Reporting

- ☒ I understand that if my project is approved for funding, I or my organization will enter into a maintenance agreement with the Riley Purgatory Bluff Creek Watershed District. *

How will the project be monitored and maintained? *

By Hackamore Brewing and Ground One

Non-profits and homeowners are required to maintain their project for 5 years. Local government and businesses are required to maintain their project for 10 years.

- ☒ I understand that if my project is approved for funding I must submit a project report within 30 days of completing my project. I must also submit a yearly project report with updates on maintenance and function for the amount of time set in the grant agreement. *

Education & Outreach

May we share your project with the community on our website, social media, or other media? *

☒ Yes

☐ No

Could we highlight your project on a tour or training event (with prior notice and agreement)? *

☒ Yes

☐ No

Other Funding

Stewardship Grant Application - Restorations, BMPs, and Other Projects 2023

The form is set to save your progress. However, your device may not be set up to accommodate this; be prepared to re-enter your information if needed. Allow up to six weeks to process your application.

Have you received, applied for, or intend to apply for a grant or other outside funding for this project?*

☐ Yes ☒ No

Your city natural resources department, lake association, or other organization may offer funding that complements our grant program. You're welcome to apply to these, but double-dipping (getting paid twice for same work) is not allowed.

If you answered "Yes" to the above question, please provide the name of the funding source(s) and the amount in dollars.

Authorization to Submit Application

Provide name of property owner(s) or responsible party authorized to submit this application and sign the grant agreement.

Authorized Representative Name *

Zachary Gleason

Role *

President

(e.g. homeowner, HOA president, business owner, job title)

Date *

May-15-2023

MMMM-dd-yyyy

☒ I/we submit this application for consideration for a RPBCWD Stewardship Grant *

Single Line

Zac Gleason



Hackamore Brewing – patio project area

Itemized list of estimates for all materials and labor provided by Ground One Landscape Design + Build + Maintain:

- Mobilization and demolition, removals, and site preparation of existing landscaping per sheet L0.1
 - Estimated labor hours: 20
 - \$2,275.44
- Trucking and disposal of excess waste materials to make room for permeable paving system and tree trench per sheet L1
 - Estimated labor hours: 20
 - \$7,000.00
- Furnish and install solid corrugated drain tile, perforated corrugated drain tile with sock, couplers, tee connectors, rain guardian at parking lot per sheet L4 and 1087 square feet of Techo Bloc Blu 60 3 Piece Permeable paving system per sheet L1
 - Estimated labor hours: 190
 - \$44,661.86
- Furnish and install CU Structural Soils and potting in tree trench, furnish and install buff limestone and ¾" clear rock and dyed dark brown mulch per sheet L1
 - Estimated labor hours: 70
 - \$14,772.94
- Furnish and install native plants per plant list, per sheet L2
 - Estimated labor hours: 30
 - \$8,917.76
- Furnish and install concrete and concrete warning pad as well as any necessary asphalt repair per sheet L1
 - Estimated labor hours: 20
 - \$5,042.45
- Furnish and install new irrigation system for watering and maintaining native plants
 - Estimated labor hours: 20
 - \$4,000.00

- General Notes
1.

THE TERM CONTRACTOR REFERS TO ANY GENERAL CONTRACTOR, SUB CONTRACTOR OR PERSON PERFORMING WORK ON THIS JOBSITE.
2.

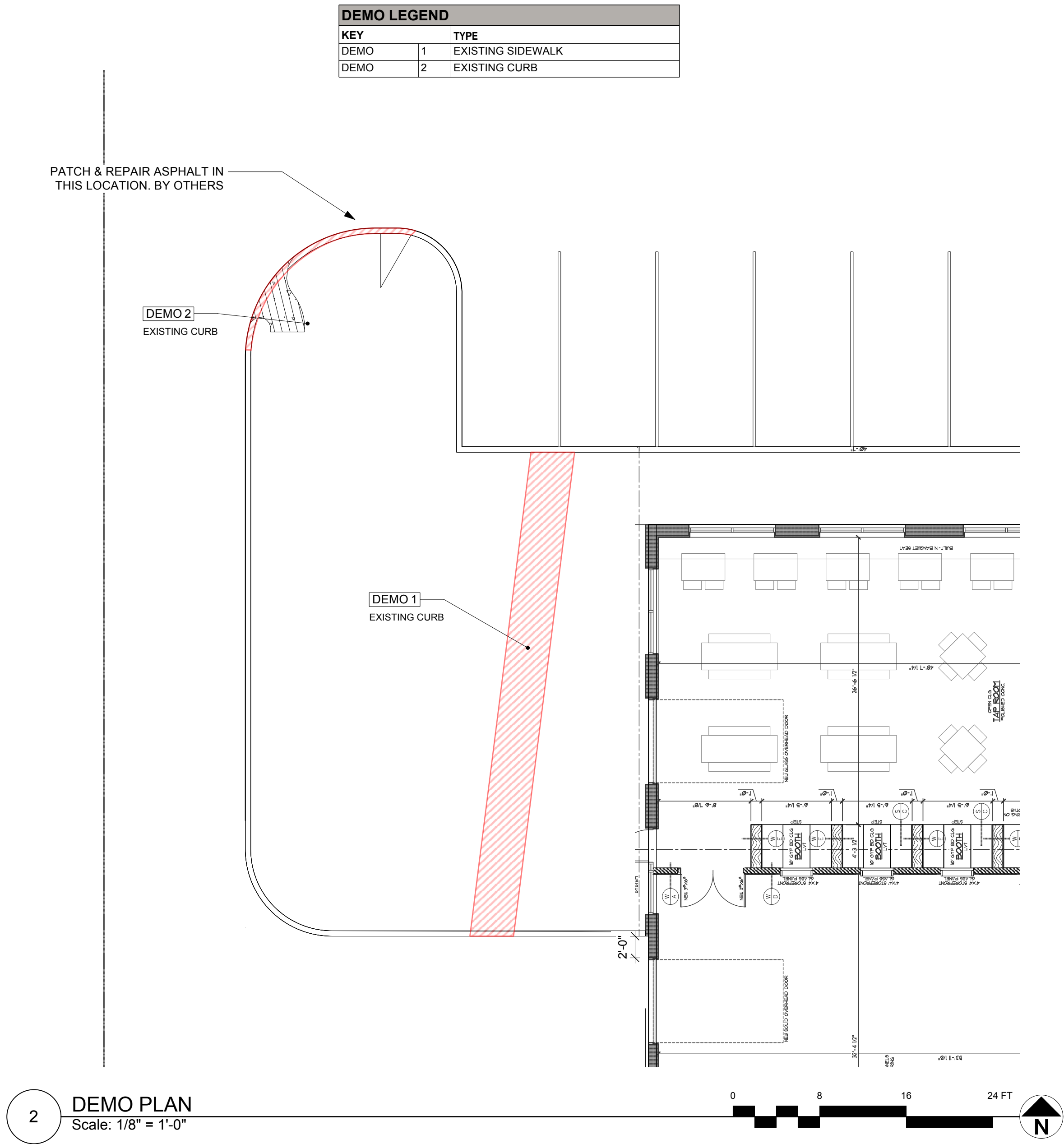
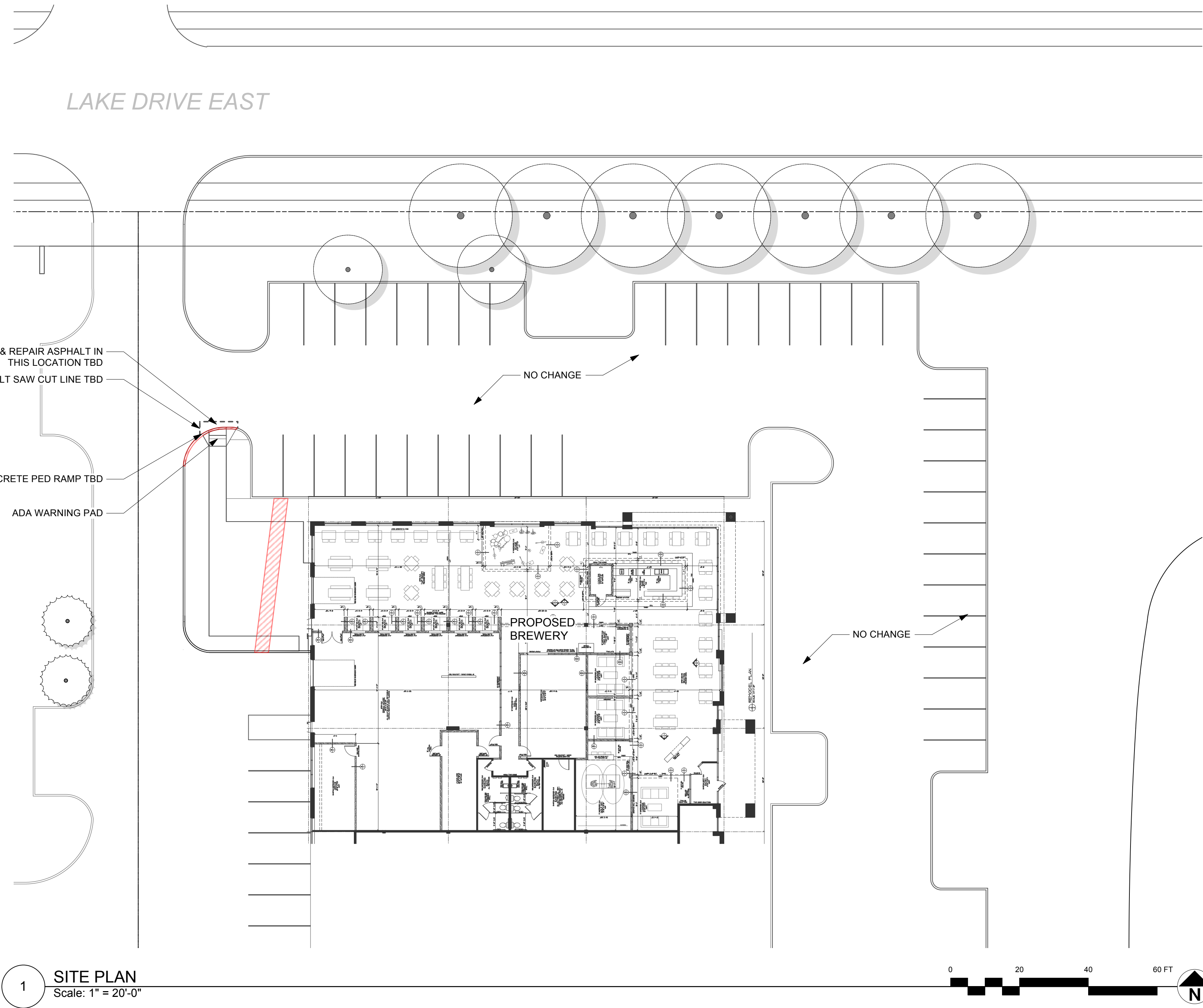
LAYOUT & DIMENSIONS ARE A GUIDE AND SHOULD BE USED FOR GENERAL LAYOUT INFORMATION ONLY. ADJUSTMENTS MAY BE REQUIRED IN THE FIELD. CONTRACTOR TO INFORM LANDSCAPE ARCHITECT OF ANY MAJOR DEVIATIONS FROM PLAN IMMEDIATELY.
3.

INSTALL ALL SITE PROTECTION, SAFETY, AND TRAFFIC MEASURES BEFORE COMMENCING CONSTRUCTION. CONSTRUCTION AREA TO BE KEPT IN A NEAT AND ORDERLY FASHION DURING THE COURSE OF WORK. STREET SHALL BE SWEEPED DAILY TO REMOVE ANY DEBRIS OR REFUSE.
4.

CURB AND GUTTER PROFILE TO MATCH EXISTING. PED RAMP, CURB CUT, AND TACTILE WARNING STRIP SHALL BE INSTALLED ACCORDING TO CITY OF CHANHASSEN STANDARD DETAIL.
5.

CONTRACTOR IS RESPONSIBLE FOR PATCHING AND REPAIRING ANY EXISTING IRRIGATION SYSTEM, INCLUDING RELOCATION OF SPRAY HEADS, MAIN AND SUPPLY LINES, AND DRIP LINES. NEW LOCATIONS OF HEADS SHALL BE MARKED WITH FLAGS AT THE CONCLUSION OF THE PROJECT.
6.

TOTAL SF OF DISTURBANCE = 2443 SF



HACKAMORE
BREWING CO

18671 LAKE DRIVE E
CHANHASSEN, MN 55317

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Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire the copyright.

The copyright in this plan and the information contained herein is reserved by GOE or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

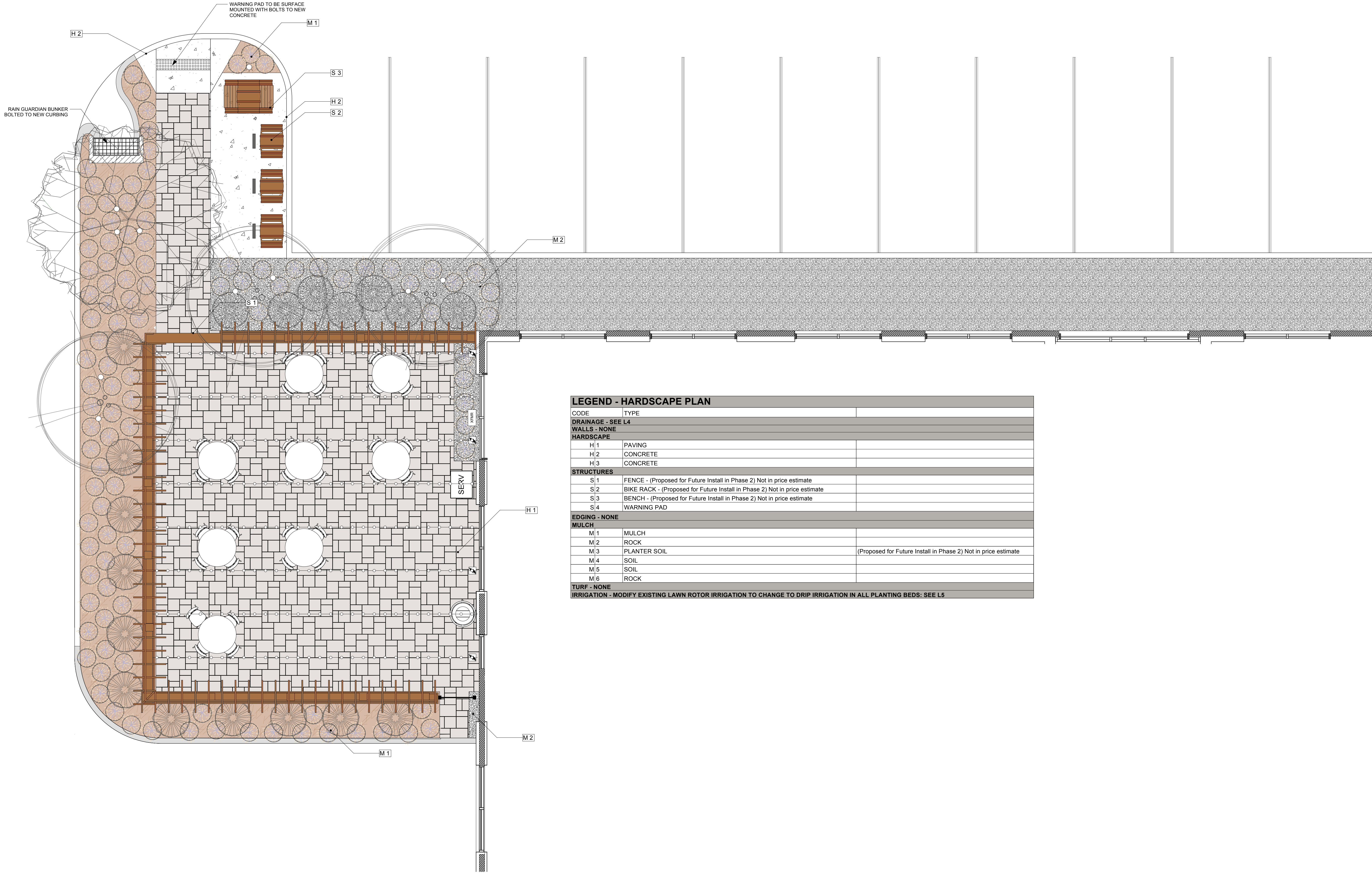
Existing Conditions & Removals

NAME: DAN NIPSTAD

DATE: 01/23/2023

SHEET NUMBER:

L0.1



**HACKAMORE
BREWING CO**
18671 LAKE DRIVE E
CHANHASSEN, MN 55317

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I hereby certify that this plan and specification were prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

Client Authorization

Hardscape Plan

NAME: **DAN NIPSTAD**

DATE: **01/23/2023**

SHEET NUMBER:

L1



GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336



LEGEND - SOFTSCAPE PLAN					
ID	CATEGORY	COMMON NAME	SIZE	QTY	
AGB	Trees	Cornus alternifolia	Pagoda Dogwood Clump	6' BB	3
Sauc	Trees	Sorbus aucuparia	Showy Mountain Ash	#25 Cont	1
SFPB	Perennials	Baptisia australis	Blue Wild Indigo	4" Pot	18
PDG	Grasses	Sporobolus heterolepis	Prairie Dropseed	#1 Cont	109

**HACKAMORE
BREWING CO**
**18671 LAKE DRIVE E
CHANHASSEN, MN 55317**

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Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire the copyright.

I hereby certify that I am a duly Licensed Professional Landscape Architect or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

Client Authorization

Softscape Plan

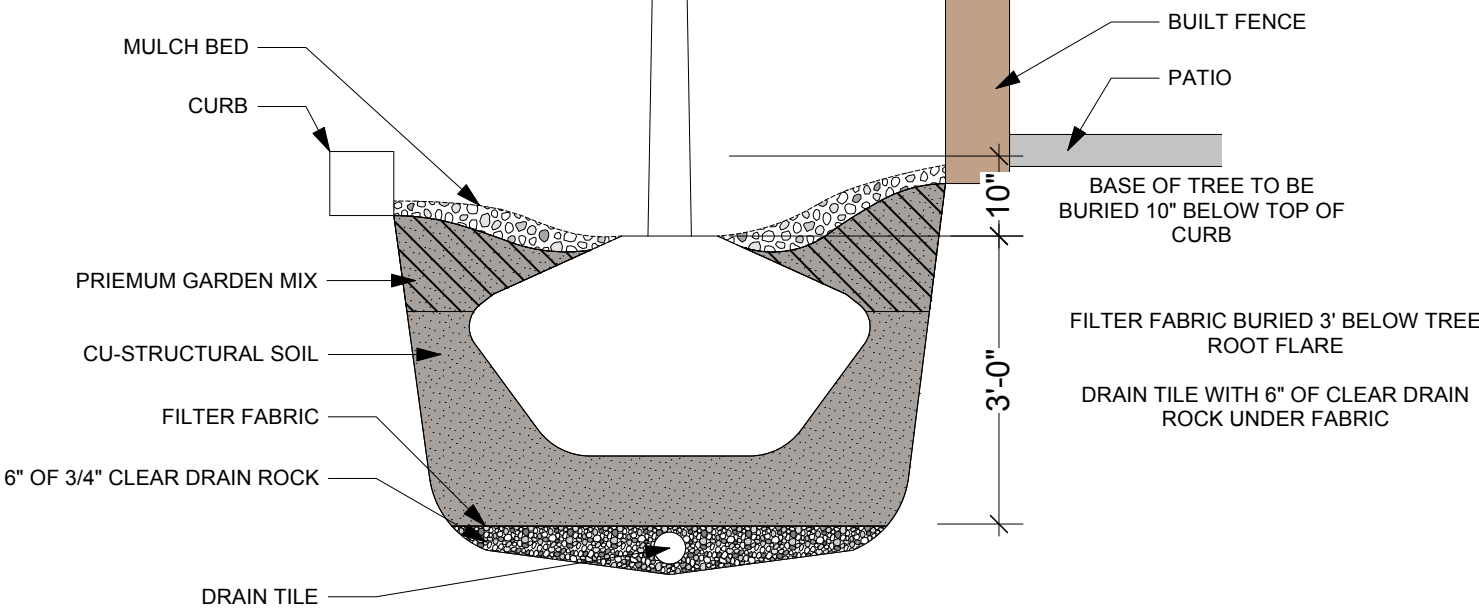
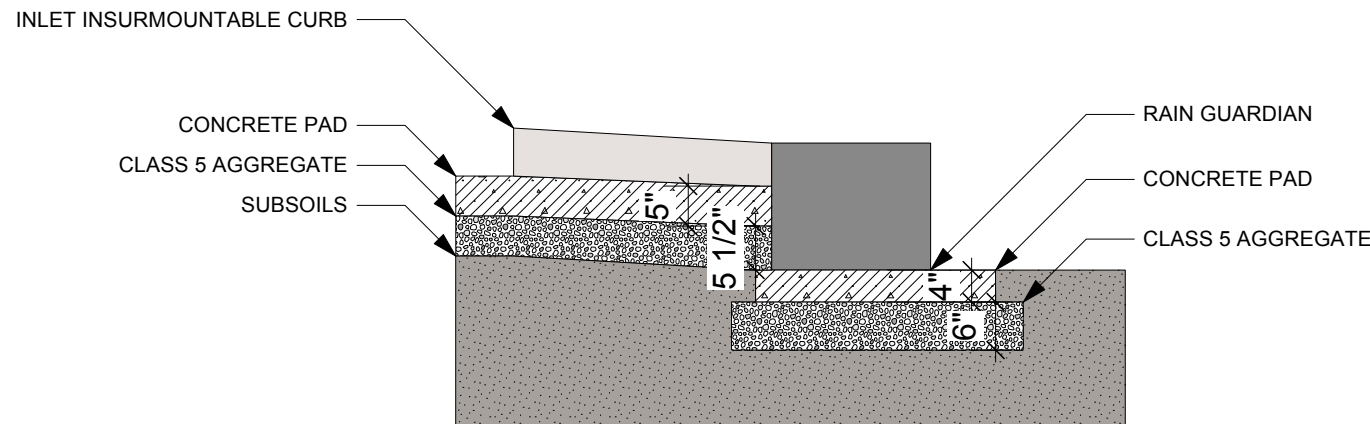
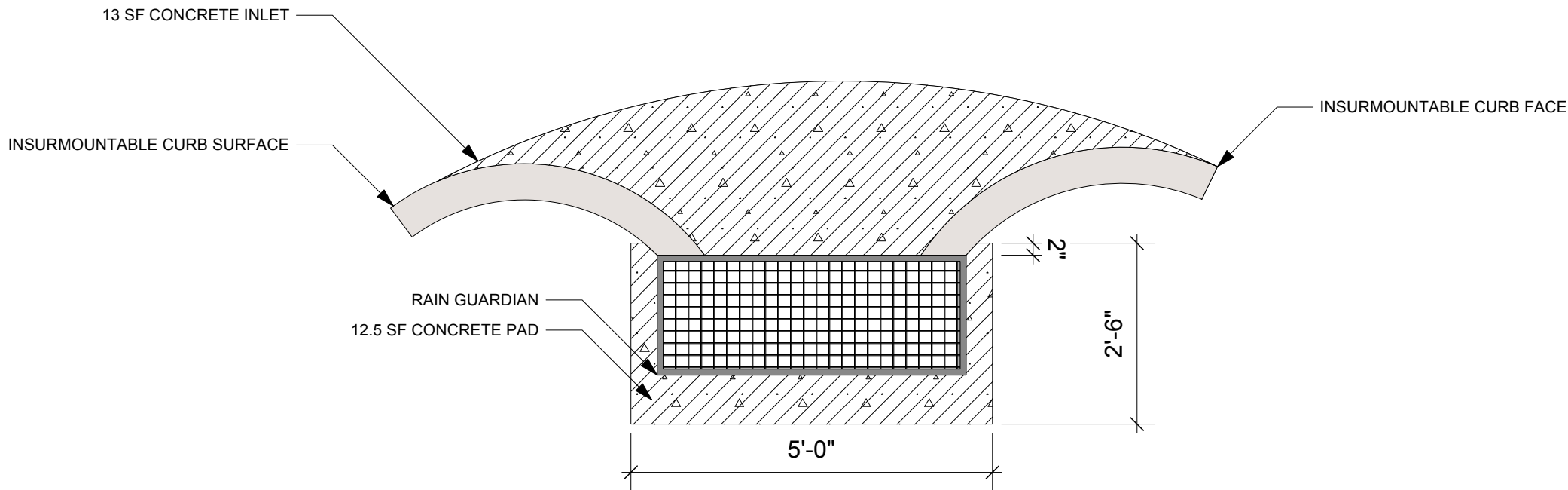
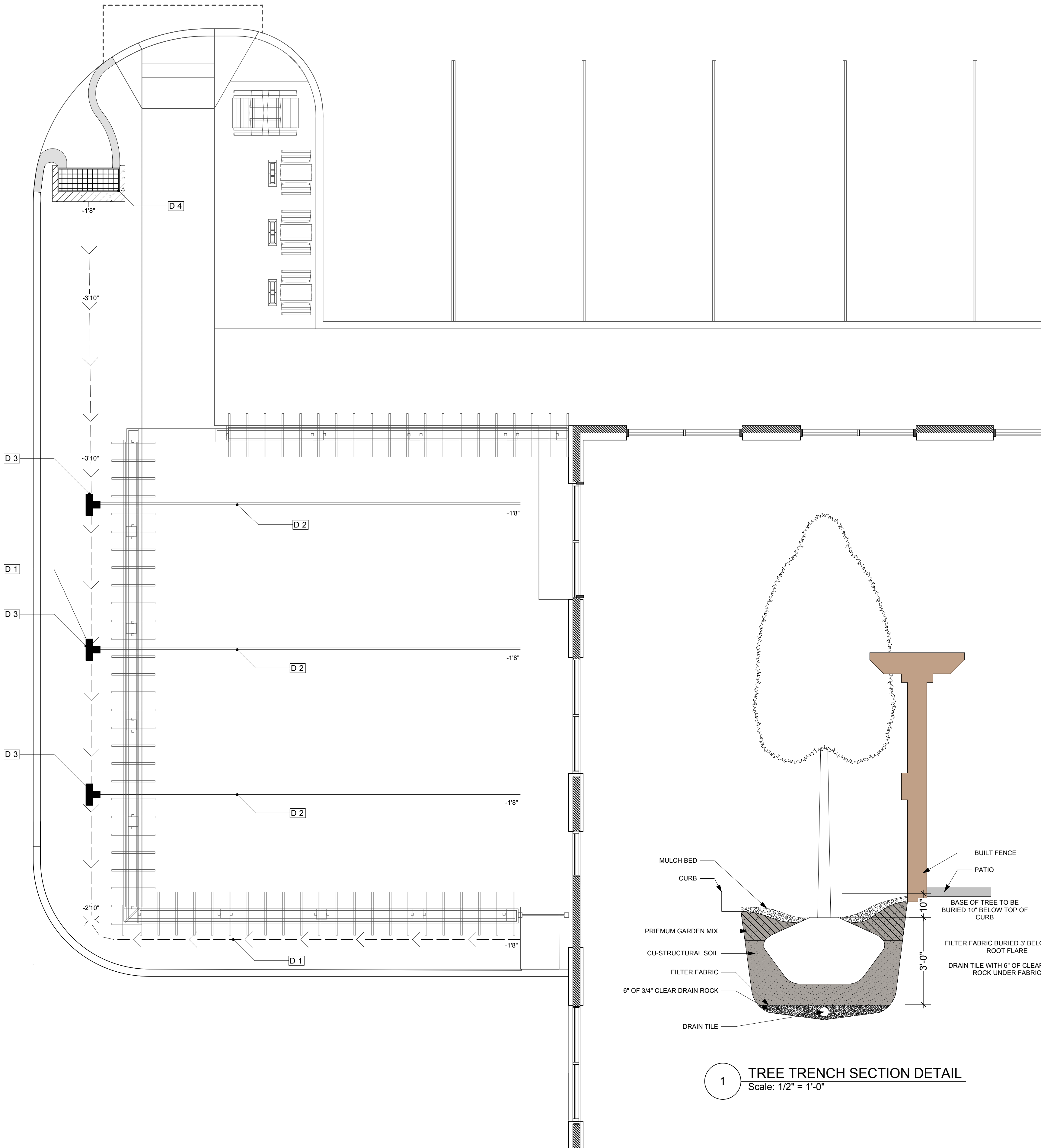
NAME: DAN NIPSTAD

DATE: 01/23/2023

SHEET NUMBER:

L2

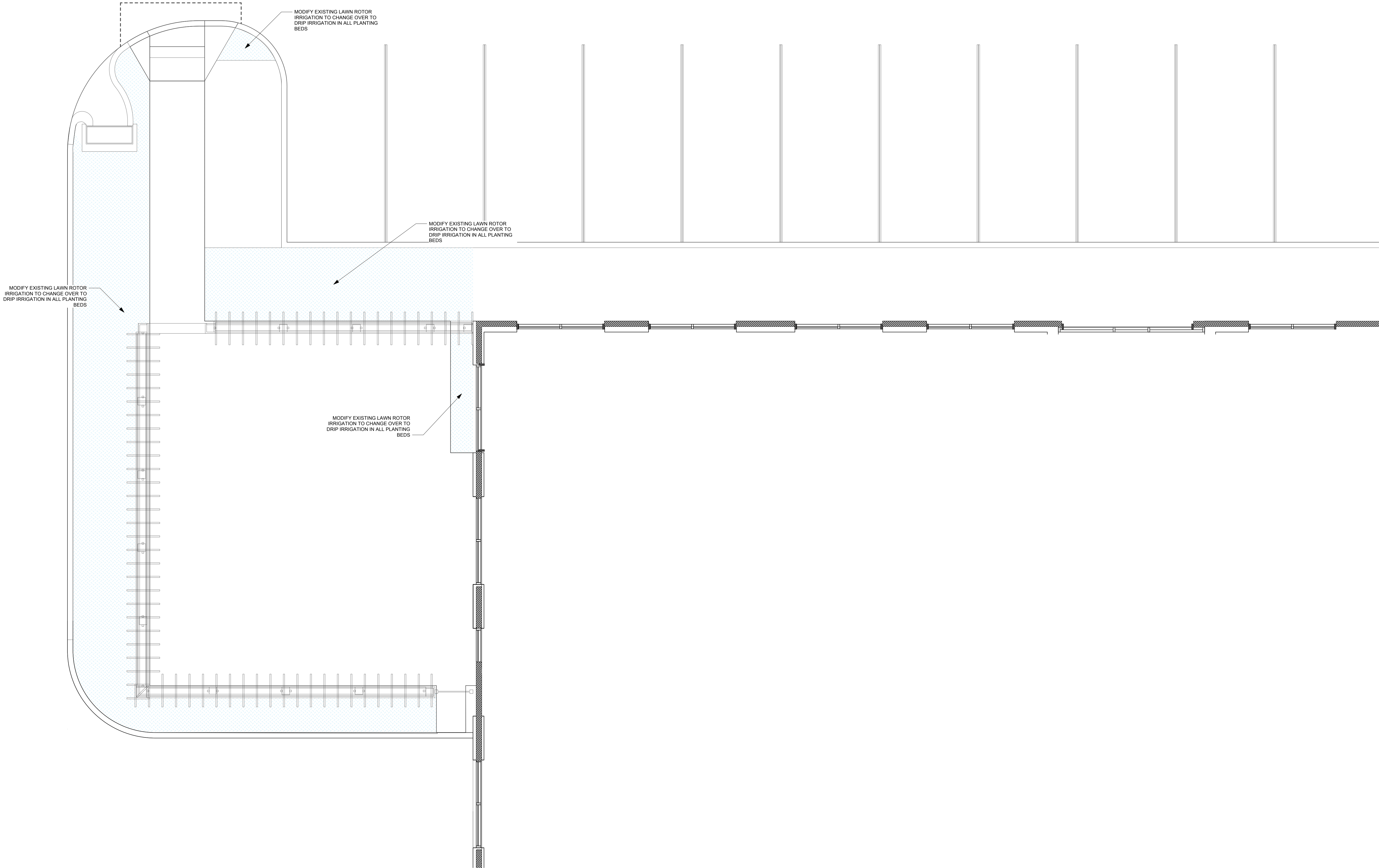
LEGEND - INFRASTRUCTURE PLAN		
CODE	TYPE	PRODUCT
DRAINAGE		
D 1	DRAINAGE	PIPE, CORRUGATED PERFORATED
D 2	DRAINAGE	PIPE, 4" PVC PERFORATED W/ SOCK
D 3	DRAINAGE	COUPLER, CORRUGATED "TEE"
D 4	DRAINAGE	RAIN GUARDIAN





GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

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HACKAMORE
BREWING CO
18671 LAKE DRIVE E
CHANHASSEN, MN 55317

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I hereby certify that I am a duly Licensed Landscape Architect under the laws of the state of Minnesota.

Client Authorization

Irrigation Plan

NAME: DAN NIPSTAD

DATE: 01/23/2023

SHEET NUMBER:

L5

Exhibit B
Maintenance Plan & Schedule

Pervious Paver Patio. Pervious Paver Patio as described in the Landscape Plan attached as Exhibit A to the Agreement must be maintained as follows:

- a. Patio will be inspected annually to determine functionality of pervious paver system. Functional issues will be repaired within 60 days.
- b. Pavers must be brushed and vacuumed on an annual basis to prevent clogging and allow percolation of water through the pervious paver system.
- c. For winter maintenance, snow will be removed within 48 hours after snow events to prevent compaction and ice formation. De-icing salts should be used sparingly on icy spots with excess salt swept up after ice has melted. Sand will not be used for traction as it will clog and decrease percolation of meltwater through the pervious paver system.

Native Planting. Native Planting areas described in the Landscape Plan attached as Exhibit A to the Agreement must be maintained as follows:

- a. The native planting will be maintained with monthly weed control including weed whipping, mowing, and hand-pulling. Herbicide will be used sparingly and applied per label directions.
- b. No pesticides, including insecticide sprays to kill mosquitos, will be applied to native plantings.
- c. Dead or unhealthy native plantings will be replaced as necessary each spring.

Tree Trench. Tree Trench described in the Landscape Plan attached as Exhibit A to the Agreement must be maintained as follows:

- a. The tree trench will be inspected every spring and fall on an annual basis and after major rain events for evidence of erosion, clogging, and standing water. Any issues identified will be repaired within 60 days.
- b. Mulch will be inspected annually. Mulch will be added to maintain a depth of at least 3 inches except around tree trunks.
- c. Trees will be inspected monthly for signs of damage and disease. To prevent decay and exposure to pests, mulch will be kept clear of the tree trunk by at least 4 inches.
- d. Sediment, debris, and trash will be removed monthly.

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.