

**RESOLUTION NO. 22-043**  
**Riley-Purgatory-Bluff Creek Watershed District**  
**Board of Managers**

**Authorizing execution of cost share agreements with the City of Eden Prairie for the installation of native vegetation, a bee lawn, and an energy dissipator at 8107 Eden Prairie Rd**

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

**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; and

**WHEREAS** RPBCWD staff and the Watershed Stewardship Grant committee reviewed the application for the proposed native vegetation establishment, bee lawn installation, and energy dissipator and determined the project would meet RPBCWD goals to minimize the negative impacts of erosion and sedimentation, to use natural materials and bioengineering for the maintenance and restoration of shorelines, 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 administrator, with advice of counsel, to enter the attached agreement with the City of Eden Prairie, substantially in the form of the attached, for a cost not to exceed \$11,355, 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  
DUEVEL  
KOCH  
PEDERSEN  
ZIEGLER

Upon vote, the president declared the resolution adopted on this 7<sup>th</sup> day of June, 2023.

\* \* \* \* \*

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that the resolution is in full force and effect on this date, and Resolution 23-043 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Dorothy Pedersen, Secretary

**Exhibit A  
Agreement**

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

**Riley Purgatory Bluff Creek Watershed District and  
CITY OF EDEN PRAIRIE**

**LOCATION: 8107 Eden Prairie Road, Eden Prairie, MN 553474  
PARCEL PIN: 1711622140006**

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 the City of Eden Prairie (City).

RPBCWD has determined that it will contribute cost-share funding for implementation of water resources-conservation practices in conjunction with a project that the City has undertaken to establish native vegetation in an infiltration basin, install a bee lawn, and install energy dissipators in rain gardens. 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 City in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

The City will provide for installation of a native planting, bee lawn, and energy dissipators 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 City 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 City will select a contractor or contractors for the Project or install the Project itself, and the City will ensure installation of the Project in substantial conformity with Exhibit A. In contracting for installation of the Project, the City 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 City:

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

will reimburse the City **50 percent** or \$11,355.00, whichever is less, of the City's eligible costs to design and install the Project. Reimbursement under this agreement will not exceed a total of **\$11,355.00**.

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 the City sufficient for the City 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 City's control, RPBCWD will not be obligated to provide reimbursement to the City 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 City 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 City will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

### 5. Maintenance

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

was caused by reasons beyond the City'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 City 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 City will permit RPBCWD, at its cost and discretion, to place reasonable signage on the City's property informing the general public about the Project and RPBCWD's cost-share program or acknowledge RPBCWD's contribution on the City'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 City 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 City nor the City's contractor acts as the agent or representative of RPBCWD in any manner.

The City 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 City's negligent or otherwise wrongful act or omission, or breach of to the degree that they are the result of the City's, a subcontractor's or an assignee's negligence or the result of other action or inaction by the City, a subcontractor or an assignee that is the basis for the City'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 **May 1, 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 City 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 City 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 CITY OF EDEN PRAIRIE:

Water Resources Coordinator  
City of Eden Prairie  
8080 Mitchell Road  
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.

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

CITY OF EDEN PRAIRIE

By \_\_\_\_\_

Date \_\_\_\_\_

Ron Case  
Mayor

By \_\_\_\_\_

Date \_\_\_\_\_

Rick Getschow  
City Manager

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

Terry Jeffery  
Administrator



**Exhibit A**

Application December 14, 2022; Site Map, North and South Landscape Plans;  
MNL Quote February 8, 2023

# Watershed Stewardship Grant Application

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.

## Property Owner Information

Applicant type \*

Government, school, or business

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

City of Eden Prairie

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 \*

Property Address \*

8107 Eden Prairie Road

Street Address

Address Line 2

Eden Prairie

City

55344

Postal / Zip Code

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

Parcel ID Number (PID) of property \*

1711622140006

You can look up the PID using the Hennepin County and Carver County online property maps. Find links to these under the Resources section of the grant webpage.

Property Owner's Mailing Address (if different than above)

8080 Mitchell Road

Street Address

Address Line 2

Eden Prairie

City

55344

Postal / Zip Code

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

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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

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

# Watershed Stewardship Grant Application

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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

Project title \*

Smith Coffee Raingardens

*Give your project a name!*

Type of project \*

- Bee lawn
- Equipment purchase/retrofit
- Native habitat restoration
- Native planting/garden
- Pervious pavers/permeable asphalt
- Raingarden
- Shoreline buffer and/or restoration
- Stormwater capture and reuse (cistern, rain barrel, etc.)
- Vegetated swale
- Other

*Check all that apply*

if you selected "other" as the project type, please describe:

How big is your project? \*

0.6

*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.*

Projected total project cost \*

\$ 70,000.00

*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.*

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

50 %

*Choose a number between 10 and 75 percent as your cost-share grant request. The grant review committee will review your application and determine a percent cost-share offer, if any.*

# Watershed Stewardship Grant Application

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## Estimated Start Date of Project \*

April-01-2023

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 \*

December-31-2024

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 \*

The Smith-Douglas-More house is a historic property within Eden Prairie. The property is owned by the City of Eden Prairie and has operated as a coffeehouse for the past 20 years. The south raingarden was the first raingarden in the city and was constructed in 2002, when the coffeehouse first opened. It collects runoff from the driveway and a portion of the parking lot. The north raingarden was constructed in 2011 and collects runoff from the remainder of the parking area. Both areas have suffered from some erosion and lack of vegetation management. The current vegetation is tall and unruly and has not been maintained well. Thistle and other non-native invasives have overrun the native herbaceous vegetation in most places. The south garden is right along the entrance drive, so it is highly visible to all patrons of the coffee shop. According to the operators of the coffee shop, they receive frequent complaints about the aesthetics of both basins. When they are not maintained well, they are an eyesore and reflect poorly on the coffee shop and the City (as the property owner). There was also some difficulty with regard to management responsibilities historically because the raingardens were installed by Water Resources, but the property is maintained by Facilities.

## Please describe the project in detail, including any site issues you are hoping to address through it. \*

The main goal of the project is to remove the existing herbaceous vegetation (leaving the existing shrubs and trees) and replace it with 1 gallon grasses and forbs and add some 5 gallon shrubs. The height of the vegetation in the garden will be shorter than in the past so it looks more intentional and less gangly. There is also a safety issue with the south rain garden because passengers in the last parking spot to the east of the garden step out of vehicles onto an uneven surface. There is some uncertainty about how to maintain the back of the curb line, so a small strip along the south rain garden will be replaced with bee lawn and edging, so it can be mowed, but less frequently. There is also some erosion around and sedimentation in the rip rap at the curb cut openings that will be addressed by constructing energy dissipators out of limestone block.

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

2/7/23: Quote to City Council to approve selection of contractor  
Early spring 2023: Preconstruction meeting with City, Smith owner, contractor on-site  
Spring 2023: Clear and grub as needed. Begin construction. Install energy dissipators. Install plantings, erosion control blanket and shredded hardwood mulch. Install edging and bee lawn. (est. 15 days)  
Summer 2023: Begin year 1 of contracted maintenance and vegetation monitoring.  
Spring/Summer/Fall 2024: Finish Year 2 of contracted maintenance and vegetation monitoring.  
Spring 2025: Begin City-led maintenance and monitoring and continue for at least 8 years.

# Watershed Stewardship Grant Application

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

This is TBD as we have not received quotes yet. All contractors from whom quotes are requested will be experienced in native plant installation and maintenance. Our consultant and project manager is Sarah Harding with Stantec. (We are currently working to finalize plans and quote docs, so I can send final copies once those have been reviewed and approved internally.)

*Provide contractor or business name(s) when applicable.*

**If your project is a habitat restoration, native planting, or native garden**, provide the name of the grower/nursery of the seeds/plants.

TBD, based on the contractor selected.

*For habitat restoration, native planting, and native garden projects, only native plants may be used. The plants must be native to the ecoregion and in their natural or "wild" form. Cultivated varieties are not allowed.*

## Other Funding

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.

## Project Outcomes

Which District water QUALITY goals would your project meet? My project would...\*

- Minimize the negative impacts of erosion and sedimentation
- Include native habitat protection or enhancement
- Establish and preserve natural corridors for wildlife habitat and migration
- Use natural materials and bioengineering for maintenance and/or restoration of a shoreline or streambank
- Provide or enhance a vegetated buffer along a waterbody
- Reduce chloride (salt) use and loading into waterbodies
- Minimize pollutant loading to water resources
- Test treatment effectiveness of an emerging practice
- None of the above

*Please check all that apply*

# Watershed Stewardship Grant Application

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## Which District water QUANTITY Goals would your project meet? My project would ...\*

- Enhance the natural function and storage volume of a floodplain
- Minimize baseflow impacts
- Promotes infiltration of stormwater to reduce runoff, improve water quality, and promote aquifer (groundwater) recharge
- Implements Low Impact Development (LID) practices to manage stormwater
- Conserves water (e.g. water reuse such as a rain barrel or cistern)
- None of the above

*Please check all that apply*

## Education & Outreach

### How will your project increase awareness of water resource issues and/or clean water practices/projects?\*

This site is highly visible as it the south raingarden is along the south side of the driveway and there is an outdoor patio across the driveway from it. We will install an interpretive sign near the basin with a QR code to a subpage of the City's website that contains information about the species planted, maintenance and photos of before/during/after the plantings. We expect to use this as a stop on "clean water" tours for organizations such as the Sustainability Commission and watershed district board and CAC, perhaps even establishing a self-guided "clean water tour" for the City.

### 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

## 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? \*

Two years of maintenance will be included in the initial contract. Ongoing maintenance after the first two years will be managed by the City's Facilities department under City contracts for maintenance. Water Resources and Facilities have had multiple conversations about this arrangement and both parties are in agreement about the responsibilities of each party. This will address the uncertainties about maintenance responsibilities that have been problematic for the site in the past.

*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.*

# Watershed Stewardship Grant Application

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- 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. \*

What variables will track and report? How will you track these variables?\*

% cover: After construction is complete, staff will visit the site once per month in May through September at 3 sample points per basin to estimate areal percent cover.


% native, non-invasive: After construction is complete, staff will visit the site once per month in May through September at 3 sample points per basin to estimate areal percent cover of native, non-invasive vegetation.

## Required Documents

Please upload the following required documents (if relevant to your project). If you have more than 5 files, please email directly to [lforbes@rpbcwd.org](mailto:lforbes@rpbcwd.org).

- **Project Map:** Provide a map showing location of project on your property. An aerial (satellite) image with contour/topographic lines is preferred.
- **Project Design:** Provide a sketch of project design with details such as location of features, planting plan with locations of plants, etc.
- **Photos:** Provide two or more photos of project area as it looks before project installation.
- **Cost Estimate(s):** Provide itemized list of costs including any bids/quotes from contractors.
- **Plant Information:** If your project includes plants, provide the plant/seed list with SCIENTIFIC NAMES. Include other relevant information such as seed mix name, seeding rate, quantity of plants, and size of plants (e.g. plug, pot size, 18-pack)
- **Equipment specifications:** Provide if needed for equipment purchase/retrofit projects.

### File Upload

 227705174\_Smith\_Coffee\_Rain\_Garden\_Plans\_221104.pdf

 Smith\_Raingarden\_Plants.pdf

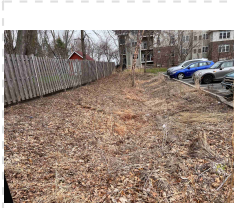


# Watershed Stewardship Grant Application

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20220502\_Smith\_Coffee-04.jpg



20220502\_Smith\_Coffee-10.jpg



Smith\_Coffee\_Raingardens.pdf

## 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 \*

Lori Haak

Role \*

Water Resources Coordinator

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

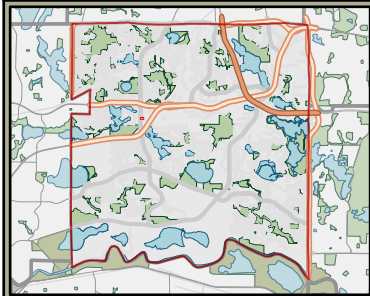
Date \*

December-14-2022



MMMM-dd-yyyy

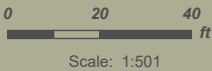
I/we submit this application for consideration for a Watershed Stewardship Grant \*

# Smith Coffee Raingardens



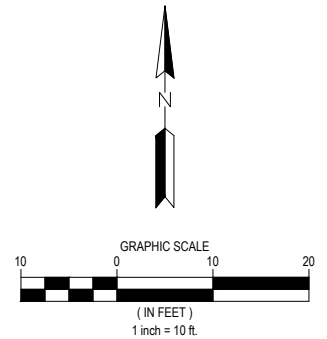
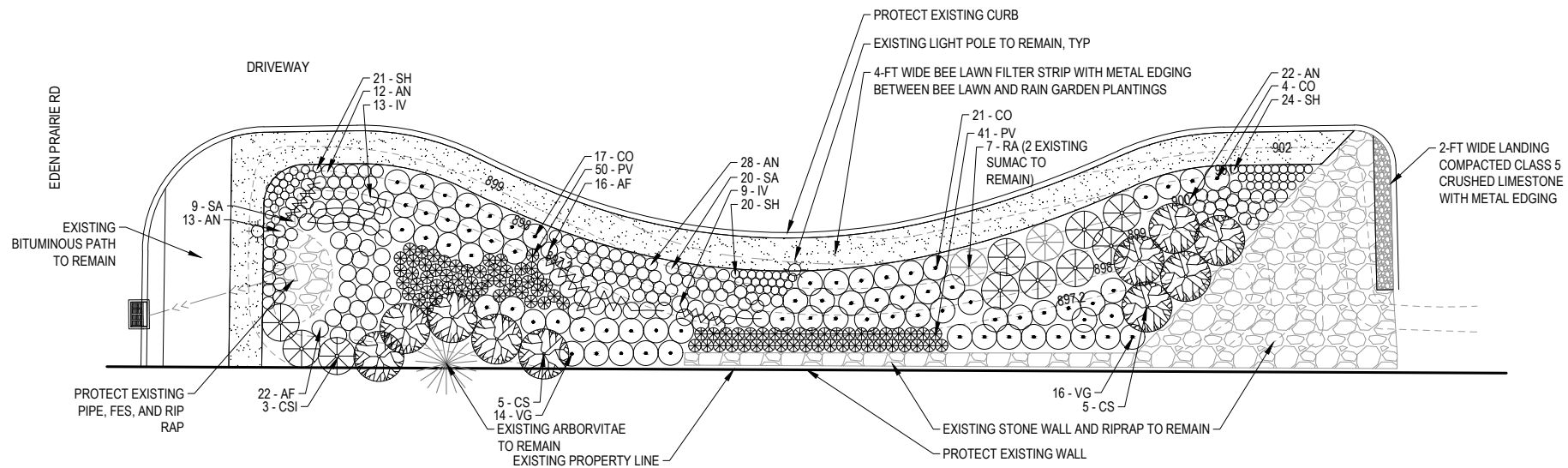
DISCLAIMER: The City of Eden Prairie does not warrant the accuracy nor the correctness of the information contained in this map. It is your responsibility to verify the accuracy of this information. In no event will The City of Eden Prairie be liable for any damages, including loss of business, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the use of this map or the information it contains. Map information is believed to be accurate but accuracy is not guaranteed. Any errors or omissions should be reported to The City of Eden Prairie.

-  Infil. BMPs
-  Parcels



\*Any aerial photography and parcel geometry was obtained from Hennepin County and all users are bound by the express written contract between Hennepin County and the City of Eden Prairie.





### NOTES

- CONTRACTOR SHALL REMOVE EXISTING VEGETATION AND DEBRIS EXCEPT WHERE NOTED, WITHIN THE AREA OF WORK PRIOR TO PLANTING AND SEEDING OPERATIONS.
- CONTRACTOR SHALL REMOVE DEBRIS, PREPARE, AND INSTALL MINIMUM 4-INCH DEPTH OF CLASS 5 CRUSHED LIMESTONE LANDING. GRADE TO DRAIN TOWARD EXISTING RAIN GARDEN AT A SLOPE NO GREATER THAN 2%.
- WITHIN SOUTH RAIN GARDEN, CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET WITHIN THE BOTTOM OF THE BASIN (897.2 ELEVATION AND BELOW) IN LIEU OF HARDWOOD MULCH.

### LANDSCAPE NOTES

- TREES AND SHRUBS SHALL BE PROVIDED IN THE QUANTITY, SIZE, GENUS, SPECIES, AND VARIETY AS CHOSEN BY THE OWNER/OWNER AS LISTED ON THE LANDSCAPE PLANS.
- TREES AND SHRUBS SHALL BE HEALTHY, VIGOROUS STOCK, GROWN IN RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS.
- OWNER RETAINS THE RIGHT TO INSPECT TREES AND SHRUBS FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS, AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK.
- NURSERY STOCK SHALL BE DELIVERED DIRECTLY FROM NURSERY. HEEL IN IMMEDIATELY UPON DELIVERY IF NOT TO BE PLANTED WITHIN FOUR HOURS, COVERING WITH MOIST SOIL OR MULCH TO PROTECT FROM DRYING. STORE PLANTS IN SHADE AND PROTECT FROM WEATHER.
- PROTECTION FROM EXTREMES IN EXPOSURE AND ROUGH HANDLING SHALL BE PROVIDED FOR ALL PLANT MATERIALS DURING TRANSPORT AND STORAGE.
- THE CONTRACTOR SHALL NOTIFY THE OWNER 48 HOURS PRIOR TO PLANTING SO THAT A MUTUALLY AGREEABLE TIME MAY BE ARRANGED FOR INSPECTION.
- LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS WITH STAKES CENTERED AT PROPOSED PLANTING LOCATIONS FOR APPROVAL BY OWNER.
- DO NOT START PLANTING WORK UNTIL LAYOUT IS APPROVED BY THE OWNER.

### ESTABLISHMENT AND MAINTENANCE

- WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.
- BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING.
- MAINTAIN SHRUBS AND PERENNIALS INCLUDING WATERING AND WEED MANAGEMENT AND REMOVAL FOR TWO YEARS AFTER INITIAL ACCEPTANCE BY OWNER. IT IS CONTRACTORS RESPONSIBILITY TO COORDINATE WATERING AND MAINTENANCE ACTIVITIES.
- SUBMIT MAINTENANCE ACTIVITY SUMMARY AFTER EACH SITE VISIT TO THE OWNER FOR VERIFICATION OF COMPLETED WORK.
- TRIM, PRUNE, REMOVE CLIPPINGS AND DEAD OR BROKEN BRANCHES, AND TREAT PRUNED AREAS AND OTHER WOUNDS.

### GUARANTEE AND REPLACEMENTS

- PLANT MATERIAL SHALL BE GUARANTEED FOR TWO YEARS AFTER OWNER INITIAL ACCEPTANCE AND SHALL BE ALIVE AND IN SATISFACTORY CONDITION AT THE END OF THE GUARANTEE PERIOD. SUCH GUARANTEE EXCLUDES VANDALISM.
- AT THE END OF THE TWO-YEAR GUARANTEE PERIOD, INSPECTION WILL BE MADE BY THE OWNER UPON WRITTEN NOTICE BY THE CONTRACTOR AT LEAST FIVE DAYS BEFORE THE ANTICIPATED DATE. ANY PLANT MATERIAL REQUIRED UNDER THE CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY CONDITION, AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE, AND SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT DURING THE NORMAL PLANTING SEASONS.
- THE OPINION OF THE OWNER SHALL GOVERN IN ANY AND ALL DISPUTES BY THE CONTRACTOR REGARDING THE CONDITION AND DISPOSITION OF UNSATISFACTORY MAINTENANCE PROCEDURES OR REJECTED PLANTS.
- ALL REPLACEMENTS SHALL BE PLANT MATERIAL OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. REPLACEMENT COSTS SHALL BE BORNE BY THE CONTRACTOR.
- REPLACEMENT PLANTINGS REQUIRED AT THE END OF THE GUARANTEE PERIOD ARE NOT TO BE GUARANTEED. THE PLANT MATERIAL IS SUBJECT TO INSPECTION AND REJECTION BY THE OWNER BEFORE AND AFTER PLANTING.

### CODES AND INSPECTION

- THE ENTIRE INSTALLATION SHALL FULLY COMPLY WITH ALL LOCAL AND STATE LAWS AND ORDINANCES AND WITH THE ESTABLISHED CODES ALLOCABLE THERETO
- THE CONTRACTOR SHALL TAKE OUT ALL REQUIRED PERMITS, ARRANGE FOR ALL NECESSARY INSPECTION, AND PAY ANY FEES AND EXPENSES IN CONJUNCTION WITH THE SAME AS PART OF THE WORK UNDER THIS CONTRACT.

### QUALITY ASSURANCE

- ALL WORK AND MATERIALS TO BE IN FULL ACCORDANCE WITH LATEST RULES AND REGULATIONS OF THE DIVISION OF INDUSTRIAL SAFETY, THE UNIFORM PLUMBING CODE, NATIONAL ELECTRIC CODE, AMERICANS WITH DISABILITIES, AND OTHER APPLICABLE LAWS OR REGULATION.
- NOTHING IN THESE DRAWINGS OR SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
- FURNISH, WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR AS REQUIRED TO COMPLY WITH THESE RULES AND REGULATIONS, THOUGH THE WORK IS NOT MENTIONED IN THESE PARTICULAR CONSTRUCTION DOCUMENTS.

### PROTECTION OF EXISTING CONDITIONS

- BECOME ACQUAINTED WITH ALL SITE CONDITIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT GOPHER STATE ONE CALL AND TO LOCATE EXISTING UTILITIES AND EQUIPMENT TO REMAIN. SHOULD UTILITIES OR OTHER WORK NOT SHOWN ON THE DRAWINGS BE FOUND DURING EXCAVATIONS, PROMPTLY NOTIFY OWNER.
- TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING SITE CONDITIONS. REPAIR ANY DAMAGED ITEM TO ITS ORIGINAL CONDITION OR FURNISH AND INSTALL EQUIVALENT REPLACEMENT AT NO ADDITIONAL COST TO OWNER.

### COORDINATION

- SCHEDULE AND COORDINATE WORK WITH OTHER TRADES TO FACILITATE WORK AND AVOID CONFLICTS IN CONSTRUCTION SEQUENCE AND EQUIPMENT INSTALLATION.
- REVIEW ENTIRE PLAN SET AND COORDINATE WITH OTHER TRADES AS REQUIRED BY SEQUENCE OF CONSTRUCTION TO ENSURE PROVISION OF MAINLINE AND ELECTRICAL CONDUIT STUB-OUTS AT ALL REQUIRED LOCATIONS.

### SEEDING NOTES

- EDGE RESTRAINT BETWEEN PLANTING BEDS AND TURF SHALL BE BLACK COMMERCIAL GRADE LANDSCAPE EDGING BY SURE-LOC OR APPROVED EQUAL, 3/16" x 4" x 1/2" STEEL EDGING WITH STAKES.
- THE ESTABLISHMENT PERIOD FOR SEED SHALL BEGIN IMMEDIATELY AFTER INSTALLATION, WITH THE APPROVAL OF THE OWNER, AND CONTINUE UNTIL THE DATE THAT THE OWNER PERFORMS A FINAL INSPECTION.
- BEE LAWN SEED SPECIES COMPOSITION SHALL BE SHOOTING STAR NATIVE SEED'S BEE LAWN SEED MIX, 180 LBS/AC. TURF SEED MIX SHALL BE MNDOT 25-131 LOW MAINTENANCE TURF.
- EROSION CONTROL OVER SEEDED AREAS SHALL BE NETLESS EROSION CONTROL BLANKET BY FUTERRA OR APPROVED EQUAL, WITH STAPLES.
- FERTILIZER SHALL CONFORM TO MNDOT SPEC. 3881, TYPE 2 PHOSPHOROUS-FREE.
- FERTILIZER SHALL HAVE A FORMULA (N-P-K) AS DETERMINED BY THE RESULTS OF A SOIL TEST. CONTRACTOR TO CONDUCT SOIL TEST AND PROVIDE RESULTS ALONG WITH RECOMMENDED FERTILIZER FORMULA TO OWNER FOR REVIEW AND APPROVAL PRIOR TO APPLICATION.
- INSTALLATION OF SEED SHALL OCCUR WITHIN ONE (1) WEEK OF COMPLETING DISTURBANCE ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR WATER DURING THE SEED ESTABLISHMENT PERIOD.

### INSPECTION AND ACCEPTANCE

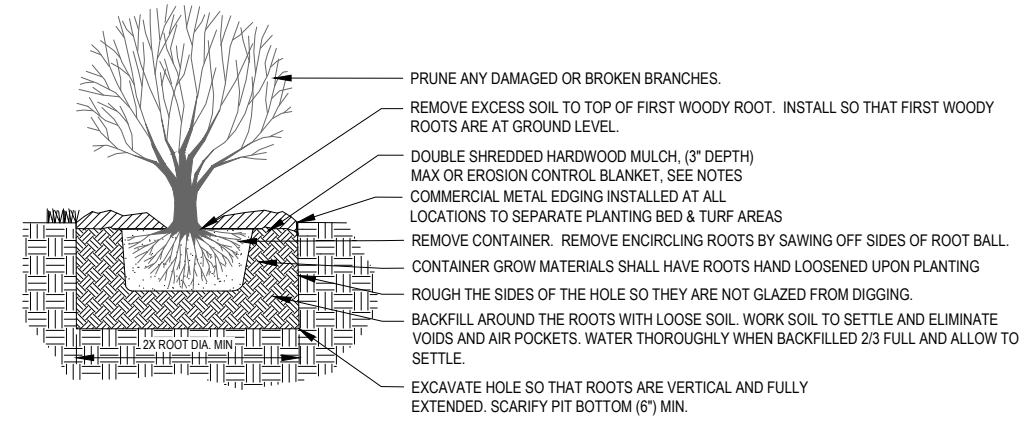
- LANDSCAPE WORK WILL BE INSPECTED FOR ACCEPTANCE IN PARTS AGREEABLE TO THE OWNER, PROVIDED WORK OFFERED FOR INSPECTION IS COMPLETE, INCLUDING MAINTENANCE, FOR THE PORTION IN QUESTION.
- AT THE CONCLUSION OF THE ESTABLISHMENT AND MAINTENANCE PERIOD, WHICH WILL BE TWO YEARS FOLLOWING INITIAL INSTALLATION, A FINAL INSPECTION OF PLANTING WILL BE MADE TO DETERMINE THE CONDITIONS OF AREAS SPECIFIED FOR LANDSCAPING.
- WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.

### PLANTING NOTES

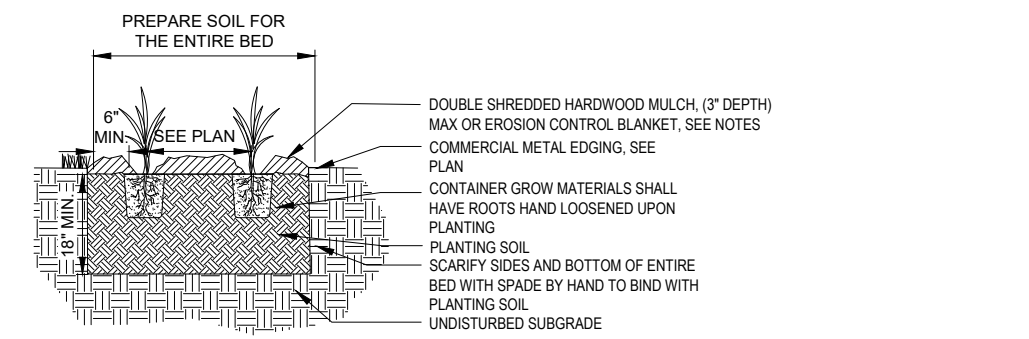
- UPON APPROVAL OF STAKING LOCATIONS CONTRACTOR SHALL EXCAVATE PLANTING HOLES CENTERED AT STAKED LOCATIONS.
- INSTALL EROSION CONTROL BLANKET IN LIEU OF MULCH WITHIN THE BOTTOM OF THE SOUTH RAIN GARDEN BASIN AS NOTED.
- DIG HOLES AS DETAILED AND TO A DIAMETER A MINIMUM OF TWO TIMES THE DIAMETER OF THE ROOT BALL OR CONTAINER.
- REMOVE STICKS, RUBBISH, FOREIGN MATERIALS AND UNDESIRABLE PLANTS AND THEIR ROOTS.
- REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSIONS.
- FOR CONTAINER GROWN STOCK, CUT CONTAINERS ON SIDES INTO QUARTERS WITH SHEAR. REMOVE CONTAINER BEFORE SETTING PLANT SO AS NOT TO DAMAGE ROOT BALLS.
- REMOVE ENCIRCLING ROOTS BY SAWING SIDES OF ROOT BALL (BOX CUT ROOT BALL).
- REMOVE EXCESS SOIL FROM ROOT BALL TO EXPOSE FIRST MAIN LATERAL ROOTS. ROOT FLARE OF THE TREE MUST BE AT OR SLIGHTLY ABOVE FINISHED GRADE.
- WATER EACH PLANT WITHIN 2 HOURS OF PLANTING.
- ALL PLANTINGS TO BE MULCHED UNLESS OTHERWISE NOTED ON THE PLAN.
- PLACE 3-INCH THICKNESS OF MULCH AROUND TREES, SHRUBS, AND PERENNIALS WITHIN A PERIOD OF 48 HOURS AFTER THE SECOND WATERING, EXCEPT WHERE EROSION CONTROL BLANKET IN LIEU OF MULCH IS CALLED FOR.
- DO NOT PLACE MULCH IN DIRECT CONTACT WITH TRUNKS OR STEMS.

### PLANT SCHEDULE:

QTY	SYMBOL	COMMON NAME	LATIN NAME	HEIGHT	WIDTH	SPACING	SIZE
7	RA	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	2'	5'	PER PLAN	#5 CONT
10	CS	REDOsier DOGWOOD	CORNUS SERICEA	5'	8'	PER PLAN	#5 CONT
3	CSI	ISANTI DOGWOOD	CORNUS SERICEA 'ISANTI'	5'	5'	PER PLAN	#5 CONT
42	CO	SUGAR SHACK BUTTONBUSH	CEPHALANTHUS OCCIDENTALIS 'SUGAR SHACK'	3'	3'	3' OC	#5 CONT
65	SH	TARA PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPIS 'TARA'	2'	1'	1' OC	#1 CONT
30	VG	IRONWEED	VERNONIA GIGANTEA	5'	3'	3' OC	#1 CONT
91	PV	NORTHWIND SWITCHGRASS	PANICUM VIRGATUM 'NORTHWIND'	4'	1.5'	1.5' OC	#1 CONT
38	AF	BLUE GIANT HYSSOP	AGASTACHE FOENICULUM	2'	2'	2' OC	#1 CONT
47	AN	PURPLE DOME ASTER	ASTER NOVAE-ANGLIAE 'PURPLE DOME'	1.5'	1.5'	1.5' OC	#1 CONT
22	IV	BLUE FLAG IRIS	IRIS VERSICOLOR	2'	2'	2' OC	#1 CONT
29	SA	AUTUMN JOY SEDUM	SEDUM 'AUTUMN JOY'	1.5'	1.5'	1.5' OC	#1 CONT
384		TOTAL SHRUBS & PERENNIALS					

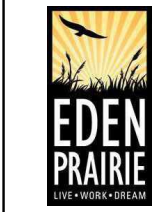


SHRUB PLANTING DETAIL  
NOT TO SCALE



PERENNIAL PLANTING  
NOT TO SCALE

CLIENT:



**SOUTH RAIN GARDEN  
 LANDSCAPE PLAN**  
 8107 EDEN PRAIRIE ROAD EDEN PRAIRIE, MN 55347  
 PROJECT 22823

PROJECT TITLE	ISSUE NO.	DATE	DESCRIPTION

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Sarah E. Harding*  
 SARAH E. HARDING  
 LICENSE NO.: 45592  
 DATE: 12/27/2022

PROJECT NO.: 27705174  
 DWN BY: RJB    CHKD BY: SEH    APPD BY: SEH  
 ISSUE DATE: 12/27/2022  
 SHEET NO.: 1  
 SHEET TITLE:  
**LANDSCAPE PLAN**  
 SHEET NO.:  
**L100**

12"-15" NORWAY MAPLE

24"-36" SILVER MAPLE

9" WALNUT

CLIENT:



**NORTH RAIN GARDEN  
 LANDSCAPE PLAN**  
 8107 EDEN PRAIRIE ROAD EDEN PRAIRIE, MN 55347  
 PROJECT 22823

PROJECT TITLE

ISSUE NO.:

DESCRIPTION:

DATE:

CERTIFICATION:

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

*Sarah E. Harding*  
 SARAH E. HARDING

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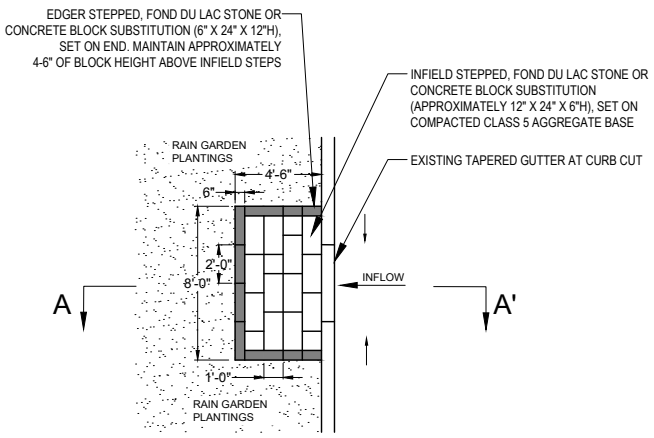
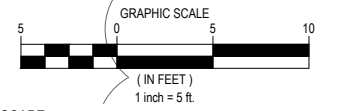
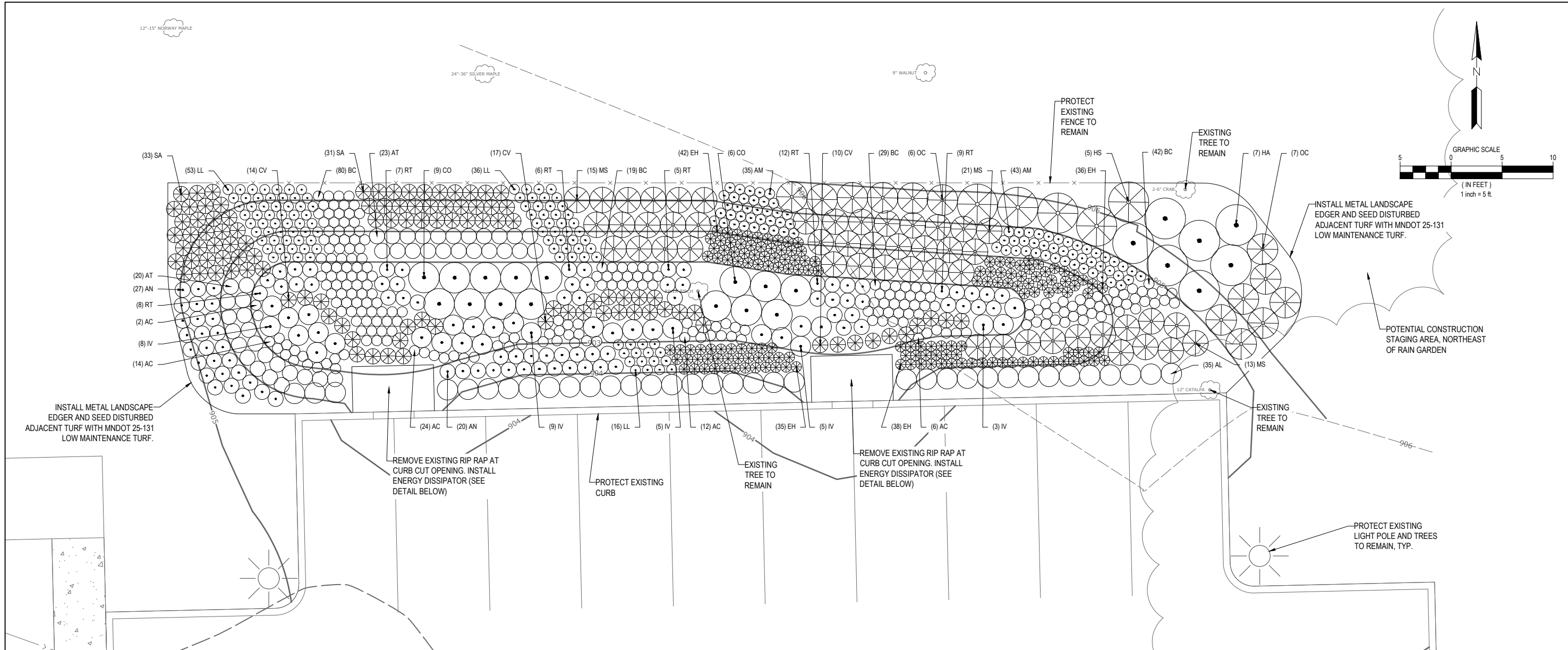
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SHEET TITLE:

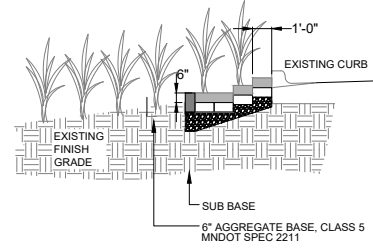
LANDSCAPE PLAN

SHEET NO.:

**L101**



PLAN VIEW



SECTION A - A'

**CURB CUT ENERGY DISSIPATOR DETAIL**

**NOTE:**

CONTRACTOR TO SUBMIT PRODUCT DATA FOR NATURAL STONE BLOCK OR PROPOSED SUBSTITUTION AND LAYOUT DETAIL DRAWING(S) FOR CONSTRUCTION OF THE ENERGY DISSIPATOR FOR OWNER APPROVAL.

**NOTES**

- CONTRACTOR SHALL REMOVE EXISTING VEGETATION AND DEBRIS EXCEPT WHERE NOTED, WITHIN THE AREA OF WORK PRIOR TO PLANTING OPERATIONS.
- SEE LANDSCAPE NOTES & DETAILS ON SHEET L100.
- RESTORE CONSTRUCTION STAGING AREA WITH MNDOT 25-131 LOW MAINTENANCE TURF AND EROSION CONTROL BLANKET OR HYDROMULCH.

**PLANT SCHEDULE:**

QTY	SYMBOL	COMMON NAME	LATIN NAME	HEIGHT	WIDTH	SPACING	SIZE	LOCATION
35	AL	Lady's Mantle	<i>Alchemilla mollis</i>	2'	2'	2' O.C.	#1 CONT.	Curb Edge
58	AC	Canada Anemone	<i>Anemone canadensis</i>	1'	1'	1' O.C.	#1 CONT.	Bottom
43	AT	Butterfly Milkweed	<i>Asclepias tuberosa</i>	3'	1.5'	1.5' O.C.	#1 CONT.	Sun Slopes
78	AM	Big Leaf Aster	<i>Aster macrophyllus</i>	1.5'	1'	1' O.C.	#1 CONT.	Shade Slopes
47	AN	Purple Dome Aster	<i>Aster novae-angliae 'Purple Dome'</i>	1.5'	1.5'	1.5' O.C.	#1 CONT.	Sun Slopes
170	BC	Fringed Brome	<i>Bromus ciliatus</i>	3'	1'	1' O.C.	#1 CONT.	Bottom & Slopes
41	CV	Fox Sedge	<i>Carex vulpinoidea</i>	2'	1.5'	1.5' O.C.	#1 CONT.	Bottom
15	CO	Sugar Shack Buttonbush	<i>Cephalanthus occidentalis 'Sugar Shack'</i>	3'	3'	3' O.C.	#5 CONT.	Bottom
151	EH	Bottlebrush Grass	<i>Elymus hystrix</i>	3'	1'	1' O.C.	#1 CONT.	Shade Slopes
5	HS	Sum and Substance Hosta	<i>Hosta 'Sum and Substance'</i>	3'	4'	4' O.C.	#1 CONT.	NE Shade
7	HA	Annabelle Hydrangea	<i>Hydrangea arborescens 'Annabelle'</i>	4'	4'	4' O.C.	#5 CONT.	NE Shade
30	IV	Blue Flag Iris	<i>Iris versicolor</i>	2'	2'	2' O.C.	#1 CONT.	Bottom
105	LL	Meadow Blazingstar	<i>Liatris ligulistylis</i>	4'	1'	1' O.C.	#1 CONT.	Sun Slopes
49	MS	Ostrich Fern	<i>Matteucia struthiopteris</i>	4'	2.5'	2' O.C.	#1 CONT.	Shade Slopes
13	OC	Cinnamon Fern	<i>Osmunda cinnamomea</i>	3'	3'	3' O.C.	#1 CONT.	NE Shade
47	RT	Brown Eyed Susan	<i>Rudbeckia triloba</i>	3'	1.5'	1.5' O.C.	#1 CONT.	Bottom
64	SA	Autumn Joy Sedum	<i>Sedum 'Autumn Joy'</i>	1.5'	1.5'	1.5' O.C.	#1 CONT.	Sun Slopes
<b>958</b>		<b>TOTAL SHRUBS &amp; PERENNIALS</b>						



**PROPOSAL FORM**  
**IMPROVEMENT CONTRACT #22823 SMITH COFFEE RAINGARDENS**

The undersigned declares that the Specifications and all other Contract Documents as prepared for the Improvement Contract #22823 on file in the office of the City Engineer are fully understood and hereby agreed to. The undersigned further agrees that if this Proposal is accepted, the Contractor is to furnish and provide all necessary labor, materials, machinery, tools, apparatus, and all other means of construction to perform the work. All work must be completed in strict accordance with the above-mentioned Specifications and Contract Documents of Improvement Contract #22823 involving the following approximate quantities:

Item No.	Description	Units	Estimated Quantity	Unit Price	Amount
1	MOBILIZATION AND SITE ACCESS	LS	1	\$ 1500	\$ 1500
2	TRAFFIC CONTROL	LS	1	\$ 500	\$ 500
3	REMOVALS	LS	1	\$ 2500	\$ 2500
4	AGGREGATE LANDING	EA	1	\$ 800	\$ 800
5	SEEDING AND RESTORATION	LS	1	\$ 1200	\$ 1200
6	DECIDUOUS SHRUB, 5 GAL CONT	EA	84	\$ 62	\$ 5208
7	PERENNIAL, 1 GAL CONT	EA	1258	\$ 19	\$ 23902
8	METAL LANDSCAPE EDGING	LF	256	\$ 10	\$ 2560
9	ESTABLISHMENT AND MAINTENANCE SITE VISIT	EA	8	\$ 1230	\$ 9840
<b>TOTAL BASE BID AMOUNT</b>					<b>\$ 48010</b>
10	ENERGY DISSIPATOR – Bid Alternate #1	EA	2	\$ 1800	\$ 3600
<b>TOTAL BID AMOUNT WITH ALTERNATE #1</b>					<b>\$ 51610</b>

Minnesota Native Landscapes Inc.

8740 77th Street NE

FIRM

Address

Authorized Signature

*Amy Schaffer*

Otsego

MN

55362

Title

*President*

City

State

Zip

763-295-0010

Addenda

Re-Quote

Telephone No.

Note: MNL will utilize designated staging area for some equipment that can be locked down on site. Otherwise equipment will be brought back to shop at the end of the day. MNL will bring truck and trailer combos to the closest public parking area after all materials and equipment have been unloaded. MNL will attempt to utilize no more than two parking spaces during the time work crews are present. MNL will make every attempt to hold parking spaces with construction cones in the furthest corner of the parking lot from the building. In the occurrence where materials needed to be unloaded and will take up space, construction cones will be used to keep the public back from work zones.