

RESOLUTION NO. 24-014
Riley-Purgatory-Bluff Creek Watershed District
Board of Managers

Authorizing execution of cost share agreement with Autumn Ridge Association for an installation of native vegetation buffer.

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 reviewed the application for the proposed native vegetation buffer 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 administrator, with advice of counsel, to enter the attached contract with Autumn Ridge Association, substantially in the form of the attached, for a project cost not to exceed \$19,475.25 and three years of professional maintenance costs not to exceed \$4,875.00 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 _____.

Dated: February 7, 2024.

* * * * *

I, Tom Duevel, 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that the resolution is in full force and effect on this date, and Resolution 24-014 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this ____ day of _____, 2023

Tom Duevel, Secretary

**Exhibit A
Agreement**

DRAFT

MEMORANDUM

TO: Board of Managers
FROM: Liz Forbes
DATE: January 31, 2024
RE: Stewardship Grant Application for Autumn Ridge Townhome Association, 7898 Harvest Lane, Chanhausen

Autumn Ridge Townhome Association is located in the Bluff Creek watershed southwest of the junction of Arboretum and Galpin boulevards (see map).

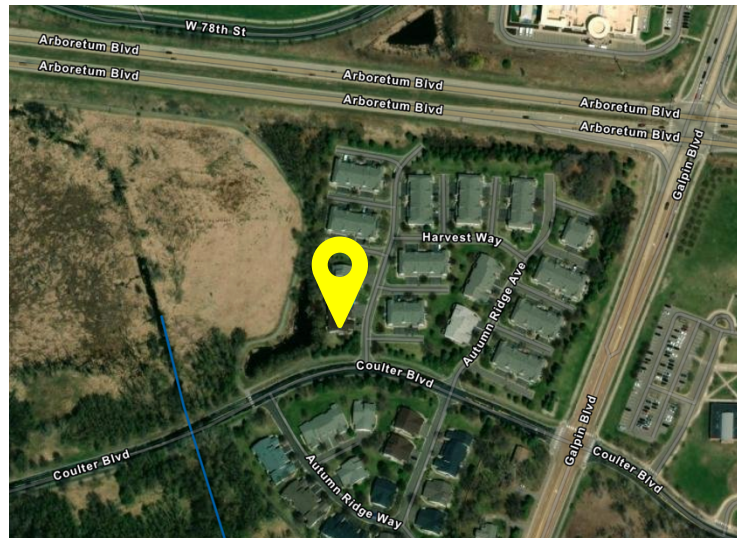
The applicant is proposing to install an 8,595-sq-ft native vegetation buffer adjacent to a pond near Bluff Creek. The existing site is a combination of eroding lawn, few native plants, and infestation of invasive plants including thistle and buckthorn.

The project will be installed by Natural Shore Technologies (NST), which has demonstrated experience in habitat restoration and has completed multiple successful Stewardship Grant projects. The townhome association also intends to have professional maintenance performed by NST.

Project installation cost is \$25,967 and includes site preparation, one-time mulch application for soil protection, and installation of 2,750 native plants. The plant list includes approximately 80 species including grasses, sedges, rushes, and forbs with bloom times distributed throughout the growing season. **A 75% cost share for installation is \$19,475.25**

If installed in spring 2024, project maintenance will begin the same year with at least three site visits in 2024 and five visits each in 2025 and 2026. The 3-year professional maintenance contract is \$6,500. **A 75% cost share for professional maintenance is \$4,875.**

Total cost award for this project would be \$24,350.25.



RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

Cost-Share Funding Agreement

Autumn Ridge Association

LOCATION: **7878 Harvest Lane, Chanhassen, MN 55317**

PARCEL PIN: **250860150**

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 **Autumn Ridge 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 an 8,595-square-foot native vegetation planting**. RPBCWD has determined the amount of funding that it will contribute to the design and implementation of the planting 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 of this agreement.

1. Scope of Work

Owner will provide for **installation of a native vegetation planting** 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 to the Project design 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 \$19,475.25, whichever is less, of Owner's eligible costs to design and install the Project. Reimbursement under this agreement to design and install the project will not exceed a total of **\$19,475.25**.

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 \$5,000, whichever is less, of Owner's 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 **\$4,875**.

RPBCWD will reimburse Owner within 45 days of receipt of the invoices 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 requires Owner and its successors in interest to 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; Authority

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 **February 7, 2025**. 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.

Owner represents and covenants with RPBCWD that Owner is the only owner of fee title to the Property and is the sole possessor of the right to enter this agreement and convey the rights to use the Property described herein. Owner further warrants that there are no unrecorded mortgages, contracts for deed or other encumbrances that would impair Owner's ability to fulfill its obligations under this agreement. Further Owner represents and covenants that the individual executing the agreement on behalf of Owner is duly authorized to bind Owner to fulfill the obligations herein. Owner indemnifies RPBCWD and holds RPBCWD harmless for any breach of the provisions of this paragraph.

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:

Autumn Ridge Association
Attn: Sharleen Spear (project lead)
7884 Harvest Lane
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 **Carver County**, Minnesota.

{Signature page follows.}

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

Autumn Ridge Association

Date:

Name: _____

Title: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of the Autumn Ridge Association.

Notary Public

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____

Date _____

Terry Jeffery
District Administrator

Exhibit A
Application, Project Bid with Cost Estimate and Native Plant List

Stewardship Grant Application - Large Project 2023 Report

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

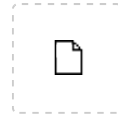
Have you had a site visit? The site visit would have been with Seth Ristow (Carver County SWCD) or watershed district staff.	Yes
Applicant type	Residential (homeowner)
Residential (homeowner) applicants: Do you plan to move within the next 5 years?	No
Property Owner's Name	Sharleen M Spear
Additional Property Owner's Name	Chanhassen Autumn Ridge Town Home Association
My project is within the Riley Purgatory Bluff Creek Watershed District	true
Project Address	7898, 7890, 7884, 7876, 7872, Harvest Lane, Chanhassen, 55317
Parcel ID Number (PID) of property	250860120
Property Owner's Mailing Address (if different than project address)	
Property Owner's Phone	763-244-7922
Property Owner's Email Address	smspear5037@gmail.com
Secondary Property Owner's Email Address	smspear5037@gmail.com
Primary contact information same as property owner.	true
Contact Name	Sharleen Spear

Contact Phone	17632447922
Contact Email	smspear5037@gmail.com
Primary contact's relationship to project	resident of Chanhassen HOA
What is Your Project Type?	Habitat Restoration
If your project is a Stormwater BMP, please tell us what kind of BMP it is.	
Project title	Chanhassen Autumn Ridge HOA
How big is your project?	8595 SF
Estimated total project cost (\$)	30,000.00
Does your estimated project cost include an in-kind labor credit?	No
How many hours would you like to include as in-kind labor?	
Your Grant Request: What percentage of project cost are you requesting from this grant program?	75
Estimated Start Date of Project	January-01-2024
Estimated Completion Date of Project	January-01-2025
Please describe the current condition of the property, relevant site history, and past management	significant soil erosion along pond site, virtual wall of buckthorn running along residential side of the pond, maintenance by lawn contractor, mowing, leaf removal in the fall. No current or past maintenance to plants. The area has significant colonies of thistle, Virginia creeper, cattails and other undesirable plants.
Please describe the project, including any site issues or goals.	See proposal by Natural Shore. This project will improve "shoreline" of this small pond, enhance,

	<p>encourage growth of native MN plants. Control soil erosion by planting MN native species, beautify the landscape by planting a variety of flowering plants (pollinator/butterfly friendly), which bloom throughout the seasons. Protect water quality. Eventually, naturally "cleaning the water" by encouraging growth of MN native plants. Uploaded</p>
<p>Summarize your workplan. What steps will be taken to implement the project?</p>	<p>Natural Shore is willing to provide their work plan to accomplish this project.</p>
<p>Who will be completing the work, and where will you be purchasing supplies/equipment from?</p>	<p>Natural Shore</p>
<p>If your project includes planting/seeding, provide the name of the grower/nursery/supplier of the seeds/plants you plan to use.</p>	<p>Natural Shore</p>
<p>I agree that if my project is a habitat restoration, shoreline restoration, or waterbody buffer, I will follow these native plant requirements:</p>	<p>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.</p>
<p>Upload your PLANT LIST with scientific (species) names if your project is a habitat restoration, shoreline restoration, or waterbody buffer.</p>	
<p>File Upload</p>	



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an.pdf



Spear-NST-bid-11-14-
23_1_.pdf



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<p>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</p>	<p>true</p>
<p>How will the project be monitored and maintained?</p>	<p>Natural Shore will provide this support.</p>
<p>I understand that if my project is approved for funding I must submit a project report within 30 days of completing my project and a yearly report containing updates on maintenance and function of the project.</p>	<p>true</p>
<p>May we share your project with the community on our website, social media, or other media?</p>	<p>Yes</p>
<p>Could we highlight your project on a tour or training event (with prior notice and agreement)?</p>	<p>Yes</p>
<p>Have you received, applied for, or intend to apply for a grant or other outside funding for this project?</p>	<p>No</p>
<p>If you answered "Yes" to the above question, please provide the name of the funding source(s) and the amount in dollars.</p>	

Authorized Representative Name	Sharleen Spear
Role	Treasurer of HOA, Chanhassen Autumn Ridge
Date	November-15-2023
I/we submit this application for consideration for a RPBCWD Stewardship Grant	true
Site Visit ID	
Unique ID	WSG-12
Single Line	Sharleen Spear
Added Time	November-15-2023 12:15:01
CRM Status	New Record - Record updated
Referrer Name	https://rpbcwd.org/
Task Owner	lforbes@rpbcwd.org



Restoration Proposal for:

Sharleen Spear
7884 Harvest Lane
Chanhassen, MN

Proposal Date: December 13, 2023

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

December 13, 2023

Dear Sharleen:

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 and Timeline

1. Project site: Pond Edge Buffer – 8,595 SF (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 provided at an additional cost upon client request.
3. Delineate and verify total restoration project area.
4. Cut and remove any weedy plant material from planting area.
5. Kill invasive weeds with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.
6. Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted. (one time application)
7. Lay out plants into plant zones wetland, prairie, and savanna per plan specifications and install at approximately 2' centers.
8. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species included in the plan.
9. Mulch will be moved aside, plant containers installed, and a light mulch layer will be returned around the base of the plants to hold moisture.
10. We will use 2,750 – 3-4" containers for your planting.
11. Site monitoring will be conducted and appropriate maintenance will be provided through October, 2026.

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

Project Site – 8,595 SF – Pond/Wetland Buffer



Preliminary Plant Species List

Common Name	Scientific Name	Height (ft)	Color	Bloom Time
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EMERGENT

Broadleaved arrowhead	<i>Sagittaria latifolia</i>	4	White	July - August
Soft Stem Bulrush	<i>Schoenoplectus tabernaemontani</i>	4 to 6	Brown	July - August
Giant burreed	<i>Sparganium eurycarpum</i>	3 to 5	Green/Brown	July - August

WET MEADOW

Grasses, Sedges, Rushes

River bulrush	<i>Bolboschoenus fluviatilis</i>	4 to 6	Brown	June - July
Canada Blue Joint	<i>Calamagrostis canadensis</i>	3 to 6	Tan-Green	July - August
Bebb's Sedge	<i>Carex bebbii</i>	2 to 3	Green	May - June
Plains Oval Sedge	<i>Carex brevior</i>	1 to 2	Tan	June - July
Bottlebrush Sedge	<i>Carex comosa</i>	2 to 3.5	Green	May - June
Lake Sedge	<i>Carex lacustris</i>	2 to 4	Green	June - July
Tussock Sedge	<i>Carex stricta</i>	2 to 3	Green	May - July
Fox Sedge	<i>Carex vulpinoidea</i>	1.5 to 2.5	Green	May - June
Green Bulrush	<i>Scirpus atrovirens</i>	2 to 5	Green-Brown	July - August
Woolgrass	<i>Scirpus cyperinus</i>	3 to 5	Brown	July-September
Prairie Cordgrass	<i>Spartina pectinata</i>	3 to 6	Green-Purple	August-October

Forbs

Sweet flag	<i>Acorus calamus</i>	2	Green	May - July
Canada Anemone	<i>Anemone canadensis</i>	1 to 2	White	May - July
Swamp Milkweed	<i>Asclepias incarnata</i>	3 to 4	Lavender	June - August
Marsh marigold	<i>Caltha palustris</i>	1.0	Yellow	April-May
Turtlehead	<i>Chelone glabra</i>	2 to 3	White	August - October
Boneset	<i>Eupatorium perfoliatum</i>	2 to 4	White	June-July
Joe-Pye Weed	<i>Eutriochium maculatum</i>	3 to 6	Purple	June-July

Blue Bottle Gentian	<i>Gentiana andrewsii</i>	1.5 to 2.5	Blue	August - October
Sneezeweed	<i>Helenium autumnale</i>	4 to 5	Yellow	August - September
Blue Flag Iris	<i>Iris versicolor</i>	2 to 3	Blue	June - July
Meadow Blazing Star	<i>Liatris ligulistylis</i>	2 to 3.5	Purple	June - July
Prairie Blazing Star	<i>Liatris pycnostachya</i>	2 to 3	Purple	July - September
Cardinal Flower	<i>Lobelia cardinalis</i>	3 to 4	Red	June - October
Blue Lobelia	<i>Lobelia siphilitica</i>	1.5 to 2.5	Blue	June - October
Monkeyflower	<i>Mimulus ringens</i>	1.5 to 2	Lavender	July - September
Obedient Plant	<i>Physostegia virginiana</i>	2 to 4	Purple	June-July
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September
New England Aster	<i>Symphotrichum novae-angliae</i>	3 to 5	Purple	September-October
Blue vervain	<i>Verbena hastata</i>	2 to 5	Purple	July-August
Ironweed	<i>Vernonia fasciculata</i>	3 to 6	Purple	July-September
Culvers Root	<i>Veronicastrum virginicum</i>	3 to 5	White	July-August

PRAIRIE

Grasses, Sedges

Big Bluestem	<i>Andropogon gerardii</i>	2 to 7	Purple	July - August
Side Oats Grama	<i>Bouteloua curtipendula</i>	1.5 to 2.5	Red-green	July - September
Blue Grama	<i>Bouteloua gracilis</i>	.5 to 1	Green-purple	July-September
Plains oval sedge	<i>Carex brevior</i>	1 to 2	Green	June-July
Canada Wild Rye	<i>Elymus canadensis</i>	3 to 4	Green	July - August
June grass	<i>Koeleria macrantha</i>	1 to 2	Amber	May-June
Little Bluestem	<i>Schizachyrium scoparium</i>	1.5 to 3	Amber	July - September
Indian Grass	<i>Sorghastrum nutans</i>	4 to 6	Amber	July - September
Prairie Dropseed	<i>Sporobolus heterolepis</i>	1.5 to 3	Green	August - October

Forbs

Anise Hyssop	<i>Agastache foeniculum</i>	2 to 4	Purple	June-October
Prairie Onion	<i>Allium stellatum</i>	1 to 1.5	Pink	July - September

Butterfly Milkweed	<i>Asclepias tuberosa</i>	1 to 2	Orange	June - September
Blue wild indigo	<i>Baptisia australis</i>	4.0	Blue	May-July
Lance-leaved Tickseed	<i>Coreopsis lanceolata</i>	2 to 3	Yellow	June-August
Pale purple coneflower	<i>Echinacea pallida</i>	2 to 4	Lavender	June-July
Purple coneflower	<i>Echinacea purpurea</i>	4.0	Purple	July-September
Rattlesnake master	<i>Eryngium yuccifolium</i>	4.0	White	July-September
Oxeye	<i>Heliopsis helianthoides</i>	5.0	Yellow	June-September
Rough Blazingstar	<i>Liatris aspera</i>	1.5 to 3	Purple	July - September
Prairie blazing star	<i>Liatris pycnostachya</i>	2 to 5	Purple	August - September
Wild bergamot	<i>Monarda fistulosa</i>	4.0	Pink-Purple	July-September
Horsemint	<i>Monarda punctata</i>	2.0	Purple	July-August
Foxglove Beardtongue	<i>Penstemon digitalis</i>	3 to 4	White	July-August
Prairie Phlox	<i>Phlox pilosa</i>	1.5 to 2	Pink	May - June
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September
Grey-headed Coneflower	<i>Ratibida pinnata</i>	5.0	Yellow	July-September
Black Eyed Susan	<i>Rudbeckia hirta</i>	2 to 3	Yellow	June - October
Stiff Goldenrod	<i>Solidago rigida</i>	2 to 5	Yellow	August-October
Heath aster	<i>Symphyotrichum ericoides</i>	2 to 4	White	August-September
Smooth blue aster	<i>Symphyotrichum laeve</i>	4	Blue	August-October
Aromatic aster	<i>Symphyotrichum oblongifolium</i>	2	Purple	August-November
Sky Blue Aster	<i>Symphyotrichum oolentangiense</i>	2 to 3.5	Purple	August-October
Ohio Spiderwort	<i>Tradescantia ohimensis</i>	2 to 4	Blue	July - October
Hoary vervain	<i>Verbena stricta</i>	1 to 3	Purple	July-August
Golden Alexanders	<i>Zizia aurea</i>	1 to 3	Yellow	May-July

SAVANNA - WLND

Thimbleweed	<i>Anemone virginiana</i>	1 to 2	white	June-August
Wild Columbine	<i>Aquilegia canadensis</i>	1.5 to 3	Red	May - June
Wild Ginger	<i>Asarum canadense</i>	0.5	Red	April-June
American Bellflower	<i>Campanulastrum americanum</i>	2 to 6	Purple	July-September
Sprengel's sedge	<i>Carex sprengeii</i>	1 to 2	yellow	April-June

Bottlebrush Grass	<i>Elymus hystrix</i>	2 to 3	Cream	July-September
Large Leaf Aster	<i>Eurybia macrophylla</i>	.5 to 1.5	White	August - October
Wild Strawberry	<i>Fragaria virginiana</i>	.4 to .8	White	April - June
Wild Geranium	<i>Geranium maculatum</i>	1.5	Pink	May - June
Virginia bluebells	<i>Mertensia virginica</i>	1 to 2	blue	April-May
Woodland Phlox	<i>Phlox divaricata</i>	1.0	Violet	April-June
Jacobs Ladder	<i>Polemonium reptans</i>	0.5 to 1	blue	April-June
Zig Zag Goldenrod	<i>Solidago flexicaulis</i>	2.0	Yellow	August - September

Project Cost

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

Cost Breakdown

Site Design, Project Management, Mobilization		\$2,534.00
Site preparation, herb. trts, cutting, clearing		\$5,170.00
Shredded hardwood mulch - one time application		\$5,200.00
2,750 Plants - 3"-4" - containers @ 1.75' spacing		\$13,063.00
Maintenance Plan - 3 visits - 2024		\$1,500.00
Maintenance Plan - 5 visits - 2025		\$2,500.00
Maintenance Plan – 5 visits - 2026		\$2,500.00
TOTAL =		\$32,467.00

Site maintenance

Site maintenance includes at least 5 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 been in business for over 21 years. 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 creating and maintaining Minnesota native habitats – lakeshores, prairies, wetlands, and woodlands. We have the most shoreline restoration experience, creating many miles of high-quality habitat on Minnesota lakes. Please see our portfolio for examples of our restoration projects that include; shorelines, wetlands, prairies, savannas, and rain gardens: <https://www.naturalshore.com/project-gallery/> Also, check out 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 \$16,233.00 is required to schedule your project.
- The remainder of the project cost is due at project completion. Any unpaid amount beyond the 30-day period after billing will incur a 3% monthly finance charge.
- *Please note that this proposal is valid for 30 days from the date on this Contract.*

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

Client name: _____

Contract Value: \$32,467.00

Signed: _____

Date _____

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

Signed:

Contract Date: Contract Date for 30 Day term



William M. Bartodziej, M.S.

Senior Restoration Ecologist, Natural Shore Technologies

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

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



Using Ecology to Restore Land and Water

Exhibit B
Maintenance Declaration

DECLARATION

THIS DECLARATION is made this _____ day of _____, 20__, by _____, Autumn Ridge 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 Chanhassen, Carver County, Minnesota, platted and legally described as:

PID 250860150

(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 Project, 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 **February 7, 2025**, all of which

are binding on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns.

1. **Maintenance Obligation.** Owner will maintain the Project, as described Attachment 1, in accordance with the Maintenance Plan & Schedule attached hereto and incorporated herein as Attachment 2.

2. **Termination.** The property owner's obligations hereunder will terminate on **February 7, 2035**.
3. **Owner.** "Owner" as used in this Declaration and Attachment 2 means the Declarant(s) and any other or subsequent owner of the Property or portion thereof on which is located the Project to which the obligations herein apply.

4. **Authority.** Owner represents and covenants that the individual executing the Declaration on behalf of Owner is duly authorized to bind Owner to fulfill the obligations herein. Owner indemnifies RPBCWD and holds RPBCWD harmless for any breach of the provisions of this paragraph.

5. **Recitals.** The recitals set forth above are expressly incorporated herein.

6. **Amendment.** No amendment or vacation of this Declaration will be valid without the signature of an authorized RPBCWD representative and the Declarant.

IN WITNESS WHEREOF, the undersigned executes this instrument the day and year first set forth.

Declarant

By: _____
Bob Coopridner, President, Autumn Ridge Association

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ [and _____], as _____.

Notary Public

CONSENT AND SUBORDINATION

_____, a Minnesota corporation, the holder of a [type of security] dated _____, 20__, filed for record with the County Recorder of **Carver 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 Design and Maintenance plan

Project Cost

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

Cost Breakdown

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Attachment 2 Maintenance Plan & Schedule

Native Plant Vegetation Planting. Native vegetation planting 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 for at least 10 years 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 annually 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.