

RESOLUTION NO. 24-036
Riley-Purgatory-Bluff Creek Watershed District
Board of Managers

Authorizing execution of cost share agreement with Walnut Grove Homeowners 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 Walnut Grove Homeowners Association, substantially in the form of the attached, for a project cost not to exceed \$17,603.25 and three years of professional maintenance costs not to exceed \$5,280.98 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: May 8, 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that the resolution is in full force and effect on this date, and Resolution 24-036 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this _____ day of _____, 2024

Tom Duevel, Secretary

**Exhibit A
Agreement**

DRAFT

MEMORANDUM

TO: Board of Managers
FROM: Eleanor Mahon
DATE: May 3, 2024
RE: Stewardship Grant Application for Walnut Grove Homeowners Association, 2114 and 2032 Clover Ct, Chanhassen

Walnut Grove Homeowners Association is located in the Bluff Creek watershed northeast of the junction of Highway 5 and Galpin Boulevard (see map).

The applicant is proposing to install a 4,200-sq-ft native vegetation buffer adjacent to a pond. The existing site is a combination of eroding lawn and infestations of invasive plants.

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 association also intends to have professional maintenance performed by NST.

Project installation cost is \$23,471.00 and includes site preparation, an herbicide treatment appropriate for aquatic use to kill invasive weeds, a one-time mulch application for soil protection, and installation of 2,209 native plants. The plant list includes approximately 58 species including grasses, sedges, rushes, and forbs with bloom times distributed throughout the growing season. **A 75% cost share for installation is \$17,603.25.**

If installed in spring 2024, project maintenance will begin the same year with at least two site visits in 2024 and five visits each in 2025 and 2026. The 3-year professional maintenance contract is **\$7,500.00. A 75% cost share for professional maintenance is \$5,280.98.** (maintenance award not to exceed 30% of base grant award; actual cost-share percentage for maintenance is 70.41%).

Total cost award for this project would be **\$22,884.23.**



RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT
Cost-Share Funding Agreement
Walnut Grove Homeowners Association

LOCATION: **2114 and 2032 Clover Ct, Chanhassen, MN 55317**
PARCEL PIN: **258480320 and 258480450**

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

RPBCWD has determined that it will contribute cost-share funding for implementation of water resources-conservation practices in conjunction with a project that Owner has undertaken to **install an 4,200-square-foot native vegetation waterbody buffer**. 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 waterbody buffer** 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 \$17,603.25, 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 **\$17,603.25**.

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 **\$5,280.98**, 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 **\$5,280.98**.

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 **March 8, 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:

Walnut Grove Homeowners Association
Attn: Mark Seegers
PO Box 604
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.}

DRAFT

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

Walnut Grove Homeowners 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 Walnut Grove Homeowners 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

DRAFT

Stewardship Grant Application - Large Project 2023 Report

Form: Stewardship Grant Application - Restorations, BMPs, and Other Projects 2024

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	Non-profit (association, church, etc.)
Residential (homeowner) applicants: Do you plan to move within the next 5 years?	I'm not a residential (homeowner) applicant.
Property Owner's Name	Walnut Grove Homeowners Association
Additional Property Owner's Name	Linda Brodsky, Ranae Dahlberg, Norma May, Suzanne Cutshall, David Spong, Diane Hemsworth, Michael Pekarna, Roger Vanhaaften, Larry Graham, Denise Malarkey
My project is within the Riley Purgatory Bluff Creek Watershed District	true
Project Address	2061 Clover Court, PO Box 604, Chanhassen, 55317
Parcel ID Number (PID) of property where project would occur	258480620
Property Owner's Mailing Address (if different than project address)	2061 Clover Court, PO box 604, Chanhassen, 55317
Property Owner's Phone	952-452-1148
Property Owner's Email Address	mmseegers@hotmail.com
Secondary Property Owner's Email Address	pschwartz@me.com
Primary contact information same as property owner.	true
Contact Name	Mark Seegers

Contact Phone	954-452-1148
Contact Email	mmseegers@hotmail.com
Primary contact's relationship to project	President, Walnut Grove Homeowners Association
What is Your Project Type?	Waterbody Buffer
If your project is a Stormwater BMP, please tell us what kind of BMP it is.	600' by 7' = 4,200 SF Pond Buffer-Ecological Restoration
Project title	Vegetative restoration Pond Buffer
How big is your project?	600' by 7' = 4,200 SF Pond Buffer-Ecological Restoration
Estimated total project cost (\$)	25,205.00
Does your estimated project cost include an in-kind labor credit?	No
If you answered yes to above question, 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	May-15-2024
Estimated Completion Date of Project	June-15-2024
Please describe the current condition of the property, relevant site history, and past management	Water runoff containing nutrients from the hillside enters the pond, The the current buffer is grass and weeds and not wide. We stopped fertilizing the hill, but because of erosion there is little to stop nutrients from entering the pond.

<p>Please describe the project, including any site issues or goals.</p>	<p>Natural Shore Technologies proposes to kill selected weeds and turf areas with an herbicide appropriate for upland aquatic use. A licensed herbicide technician from Natural Shore Technologies will apply the approved treatment. Cut and remove any weedy plant material from the planting area, Install temporary goose control fencing. Apply a 2-3" layer of shredded hardwood mulch in areas to be planted. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species included in the plan - emergent wetland, and upland prairie species. 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. Layout plants into plant zones and install into approximately 1.5' centers. NST will use 2,209 - 2-4" containers for the plantings. Site monitoring will be conducted and appropriate maintenance will be provided through October 2025.</p>
<p>Summarize your workplan. What steps will be taken to implement the project?</p>	<p>See above with the following project costs. Site design, project management, mobilization: \$2,500.00 ; Site preparation, herb. trts, cutting, clearing: \$2,970.00 ; 32 CY shredded hardwood mulch application: \$4,262.00 ; 2,209 plants 3-4" - containers @1.5' spacing: \$10,643.00 ; Maintenance plan - 3 visits - 2024: \$1,800.00 ; Maintenance plan - 5 visits - 2025: \$3,000.00</p>
<p>Who will be completing the work? Where will you be purchasing supplies/equipment from?</p>	<p>Natural Shore Technologies is the contractor and the supplier who will provide all equipment, plantings, and services listed above.</p>

If your project includes planting/seeding, provide the name of the grower/nursery/supplier of the seeds/plants you plan to use.

Natural Shore Technologies

EMERGENT

Spike rush *Eleocharis palustris* 1 to 2 Brown
June-July

Broadleaved arrowhead *Sagittaria latifolia* 4
White July - August

Soft Stem Bulrush *Schoenoplectus*
tabernaemontani 4 to 6 Brown July - August

Giant burreed *Sparganium eurycarpum* 3 to 5
Green/Brown July - August

WET MEADOW

Grasses, Sedges, Rushes

Canada Blue Joint *Calamagrostis canadensis* 3
to 6 Tan-Green July - August

Bebb's Sedge *Carex bebbii* 2 to 3 Green May -
June

Plains Oval Sedge *Carex brevior* 1 to 2 Tan June
- July

Bottlebrush Sedge *Carex comosa* 2 to 3.5 Green
May - June

Tussock Sedge *Carex stricta* 2 to 3 Green May -
July

Fox Sedge *Carex vulpinoidea* 1.5 to 2.5 Green
May - June

Green Bulrush *Scirpus atrovirens* 2 to 5 Green-
Brown July - August

Woolgrass *Scirpus cyperinus* 3 to 5 Brown July-
September

Forbs

Sweet flag *Acorus calamus* 2 Green May - July

Swamp Milkweed *Asclepias incarnata* 3 to 4
Lavender June - August

Marsh marigold *Caltha palustris* 1.0 Yellow April-
May

Turtlehead *Chelone glabra* 2 to 3 White August
- October

Boneset *Eupatorium perfoliatum* 2 to 4 White
June-July

Joe-Pye Weed *Eutrochium maculatum* 3 to 6
Purple June-July

Sneezeweed *Helenium autumnale* 4 to 5 Yellow
August -September

Blue Flag Iris *Iris versicolor* 2 to 3 Blue June -
July

Meadow Blazing Star *Liatris ligulistylis* 2 to 3.5

Purple June - July
 Prairie Blazing Star *Liatris pycnostachya* 2 to 3
 Purple July - September
 Cardinal Flower *Lobelia cardinalis* 3 to 4 Red
 June - October
 Blue Lobelia *Lobelia siphilitica* 1.5 to 2.5 Blue
 June - October
 Monkeyflower *Mimulus ringens* 1.5 to 2
 Lavender July - September
 Obedient Plant *Physostegia virginiana* 2 to 4
 Purple June-July
 Mountain Mint *Pycnanthemum virginianum* 2 to
 3 White July - September
 New England Aster *Symphotrichum novae-*
angliae 3 to 5 Purple September-October
 Blue vervain *Verbena hastata* 2 to 5 Purple July-
 August
 Culvers Root *Veronicastrum virginicum* 3 to 5
 White July-August

PRAIRIE

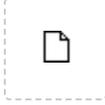
Grasses, Sedges

Side Oats Grama *Bouteloua curtipendula* 1.5 to
 2.5 Red-green July - September
 Blue Grama *Bouteloua gracilis* .5 to 1 Green-
 purple July-September
 Plains oval sedge *Carex brevior* 1 to 2 Green
 June-July
 Canada Wild Rye *Elymus canadensis* 3 to 4
 Green July - August
 June grass *Koeleria macrantha* 1 to 2 Amber
 May-June
 Little Bluestem *Schizachyrium scoparium* 1.5 to
 3 Amber July - September
 Prairie Dropseed *Sporobolus heterolepis* 1.5 to 3
 Green August - October

Forbs

Butterfly Milkweed *Asclepias tuberosa* 1 to 2
 Orange June - September
 Blue wild indigo *Baptisia australis* 4.0 Blue May-
 July
 Harebell *Campanula rotundifolia* 1.0 Purple
 June-August
 Prairie Coreopsis *Coreopsis palmata* 1.5 to 2.5
 Yellow June - September
 White prairie clover *Dalea candida* 2.0 White
 June - September

	<p>Purple prairie clover <i>Dalea purpurea</i> 2.0 Purple July-September</p> <p>Pale purple coneflower <i>Echinacea pallida</i> 2 to 4 Lavender June-July</p> <p>Purple coneflower <i>Echinacea purpurea</i> 4.0 Purple July-September</p> <p>Prairie blazing star <i>Liatris pycnostachya</i> 2 to 5 Purple August - September</p> <p>Wild bergamot <i>Monarda fistulosa</i> 4.0 Pink-Purple July-September</p> <p>Horsemint <i>Monarda punctata</i> 2.0 Purple July-August</p> <p>Foxglove Beardtongue <i>Penstemon digitalis</i> 3 to 4 White July-August</p> <p>Prairie Phlox <i>Phlox pilosa</i> 1.5 to 2 Pink May - June</p> <p>Mountain Mint <i>Pycnanthemum virginianum</i> 2 to 3 White July - September</p> <p>Heath aster <i>Symphyotrichum ericoides</i> 2 to 4 White August-September</p> <p>Smooth blue aster <i>Symphyotrichum laeve</i> 4 Blue August-October</p> <p>Aromatic aster <i>Symphyotrichum oblongifolium</i> 2 Purple August-November</p> <p>Sky Blue Aster <i>Symphyotrichum oolentangiense</i> 2 to 3.5 Purple August-October</p> <p>Ohio Spiderwort <i>Tradescantia ohiensis</i> 2 to 4 Blue July - October</p> <p>Hoary vervain <i>Verbena stricta</i> 1 to 3 Purple July-August</p> <p>Golden Alexanders <i>Zizia aurea</i> 1 to 3 Yellow May-July</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>	<div style="text-align: center;">  WGHANSTbid1027236947.doc </div>
<p>File Upload</p>	<div style="display: flex; flex-wrap: wrap; justify-content: space-around;"> <div style="text-align: center; margin: 5px;">  WGHANorthPondLookingEast.jpg </div> <div style="text-align: center; margin: 5px;">  WGHANorthPondMiddleView.jpg </div> <div style="text-align: center; margin: 5px;">  WGHANorthPondWestView.jpg </div> <div style="text-align: center; margin: 5px;">  projectboundaries.png </div> </div>
<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>NST's maintenance plan - 3 visits - 2024 \$1,800.00; Maintenance plan - 5 visits - 2025: \$3,000.00 WGHANST will contract with NST to add another year's maintenance plan for 2026. WGHANST will contract with a professional service provider for 2027, 2028, and beyond.</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>

Could we highlight your project on a tour or training event (with prior notice and agreement)?	Yes
Have you received, applied for, or intend to apply for a grant or other outside funding for this project?	No
If you answered "Yes" to the above question, please provide the name of the funding source(s) and the amount in dollars.	
Authorized Representative Name	Mark Seegers
Role	President, Walnut Grove Homeowners Association
If you're a non-profit or business, provide full legal name of organization.	Walnut Grove Homeowners Assoc
Date	January-31-2024
I/we submit this application for consideration for a RPBCWD Stewardship Grant	true
Site Visit ID	
Unique ID	WSG-14
Added Time	January-31-2024 07:53:52
CRM Status	New Record - Record updated
Referrer Name	https://rpbcwd.org/
Task Owner	lforbes@rpbcwd.org



Restoration Proposal for:

Mr. Perry Schwartz, HGHA - Treasurer

Proposal Date: May 3, 2024

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

May 3, 2024

Dear Perry:

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,

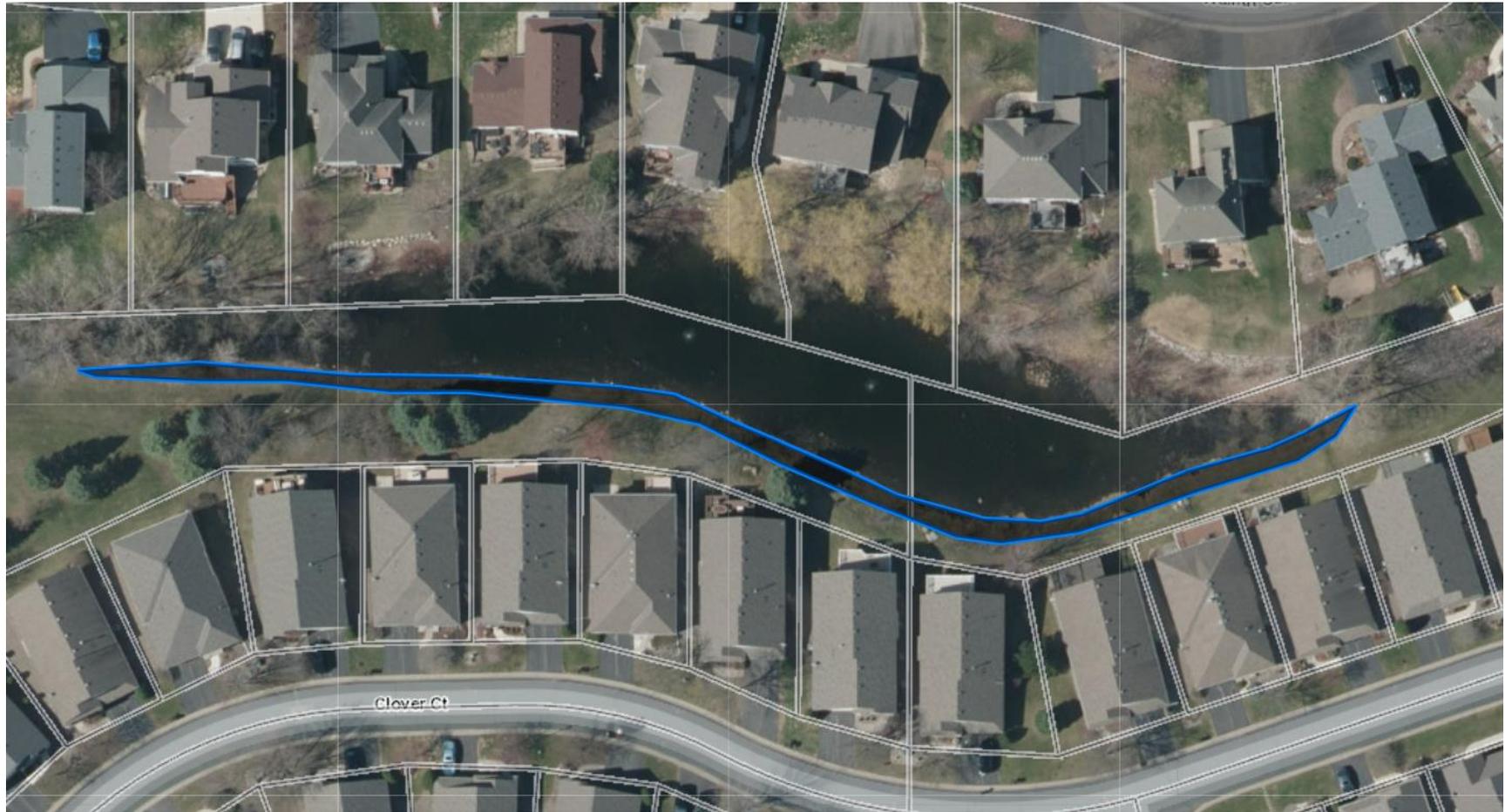
Bill Bartodziej, M.S.
Senior Restoration Ecologist
Natural Shore Technologies, Inc.

Project Summary and Timeline

1. Project site: 600' x 7' = 4,200 SF – WGHA Pond Buffer – Ecological Restoration
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. Kill selected invasive weeds and turf areas with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.
5. Cut and remove any weedy plant material from planting area. Install temporary goose control fencing.
6. Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted.
7. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species included in the plan – emergent, wetland, and upland prairie species (see detailed list below).
8. 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. Lay out plants into plant zones per plan specifications and install at approximately 1.5' centers.
9. We will use 2,209 – 3-4" containers for your planting.
10. 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.

Restoration Site



Blue highlighted buffer area – 600' x 7' = 4,200 SF

Preliminary Plant Species List

Common Name	Scientific Name	Height (ft)	Color	Bloom Time
EMERGENT				
Spike rush	<i>Eleocharis palustris</i>	1 to 2	Brown	June-July
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				
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
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
Forbs				
Sweet flag	<i>Acorus calamus</i>	2	Green	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>Eutrochium maculatum</i>	3 to 6	Purple	June-July
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 September-
New England Aster	<i>Symphyotrichum novae-angliae</i>	3 to 5	Purple	October
Blue vervain	<i>Verbena hastata</i>	2 to 5	Purple	July-August
Culvers Root	<i>Veronicastrum virginicum</i>	3 to 5	White	July-August

PRAIRIE

Grasses, Sedges

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
Prairie Dropseed	<i>Sporobolus heterolepis</i>	1.5 to 3	Green	August - October

Forbs

Butterfly Milkweed	<i>Asclepias tuberosa</i>	1 to 2	Orange	June - September
Blue wild indigo	<i>Baptisia australis</i>	4.0	Blue	May-July
Harebell	<i>Campanula rotundifolia</i>	1.0	Purple	June-August
Prairie Coreopsis	<i>Coreopsis palmata</i>	1.5 to 2.5	Yellow	June - September
White prairie clover	<i>Dalea candida</i>	2.0	White	June - September
Purple prairie clover	<i>Dalea purpurea</i>	2.0	Purple	July-September
Pale purple coneflower	<i>Echinacea pallida</i>	2 to 4	Lavender	June-July
Purple coneflower	<i>Echinacea purpurea</i>	4.0	Purple	July-September
Prairie blazing star	<i>Liatris pycnostachya</i>	2 to 5	Purple	August -

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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
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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
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Golden Alexanders	<i>Zizia aurea</i>	1 to 3	Yellow		May-July

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		\$2,530.00
Site preparation, herb. trts, cutting, clearing		\$2,970.00
32 CY shredded hardwood mulch (one time application) - Temp. Fencing – 620'		\$5,335.00
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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.***

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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.

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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.

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- A down payment of \$15,485.00 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: \$30,971.00

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

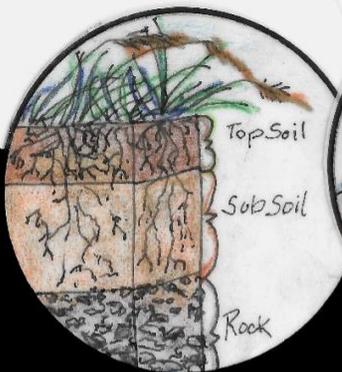
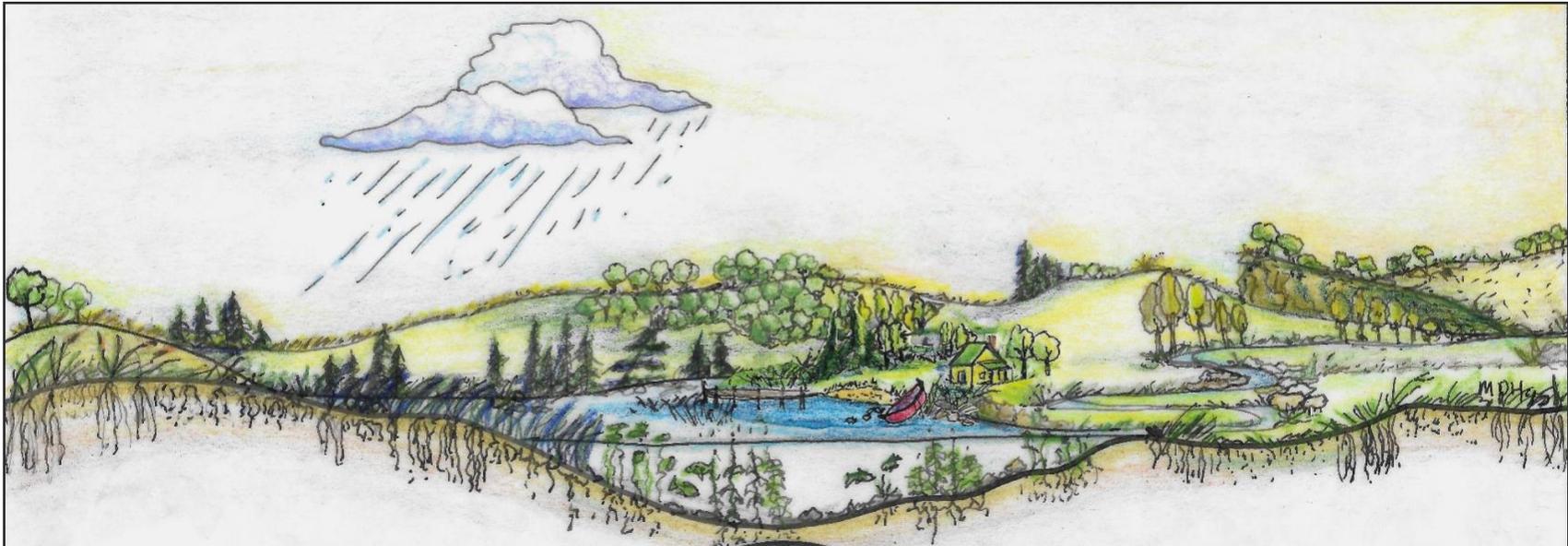
Please return a signed copy of this contract and a check to:

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



Using Ecology to Restore Land and Water

Benefits of our quality restoration work.



Conserve Soil

- Native plants:
- * Build soil health
 - * Capture carbon



Protect Water Quality

- Deep roots:
- * Promote infiltration
 - * Reduce runoff
 - * Prevent erosion from runoff & wave action



Beautiful Landscapes

- * Connect with nature
- * Enjoy your view
- * Wild experiences in your own backyard



Create Habitat

- * For: birds, fish, insects & other wildlife
- * Diverse plant communities
- * Food sources
- * Attract pollinators



Educate Future Conservationists

- * Field experience
- * Make connections between human impact & ecosystem health







Exhibit B
Maintenance Declaration

DRAFT

DECLARATION

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

RECITALS

WHEREAS Declarant is the fee title owner of real property within the City of Chanhassen, Carver County, Minnesota, platted and legally described as:

PID 258480320 and 258480450

(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 **March 8, 2024**, 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 **March 8, 2034.**

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: _____ Date: _____
Mark Seegers, President, Walnut Grove Homeowners Association

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

Attachment 1
Site Design and Maintenance plan

DRAFT



Restoration Proposal for:

Mr. Perry Schwartz, HGHA - Treasurer

Proposal Date: May 3, 2024

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

May 3, 2024

Dear Perry:

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,

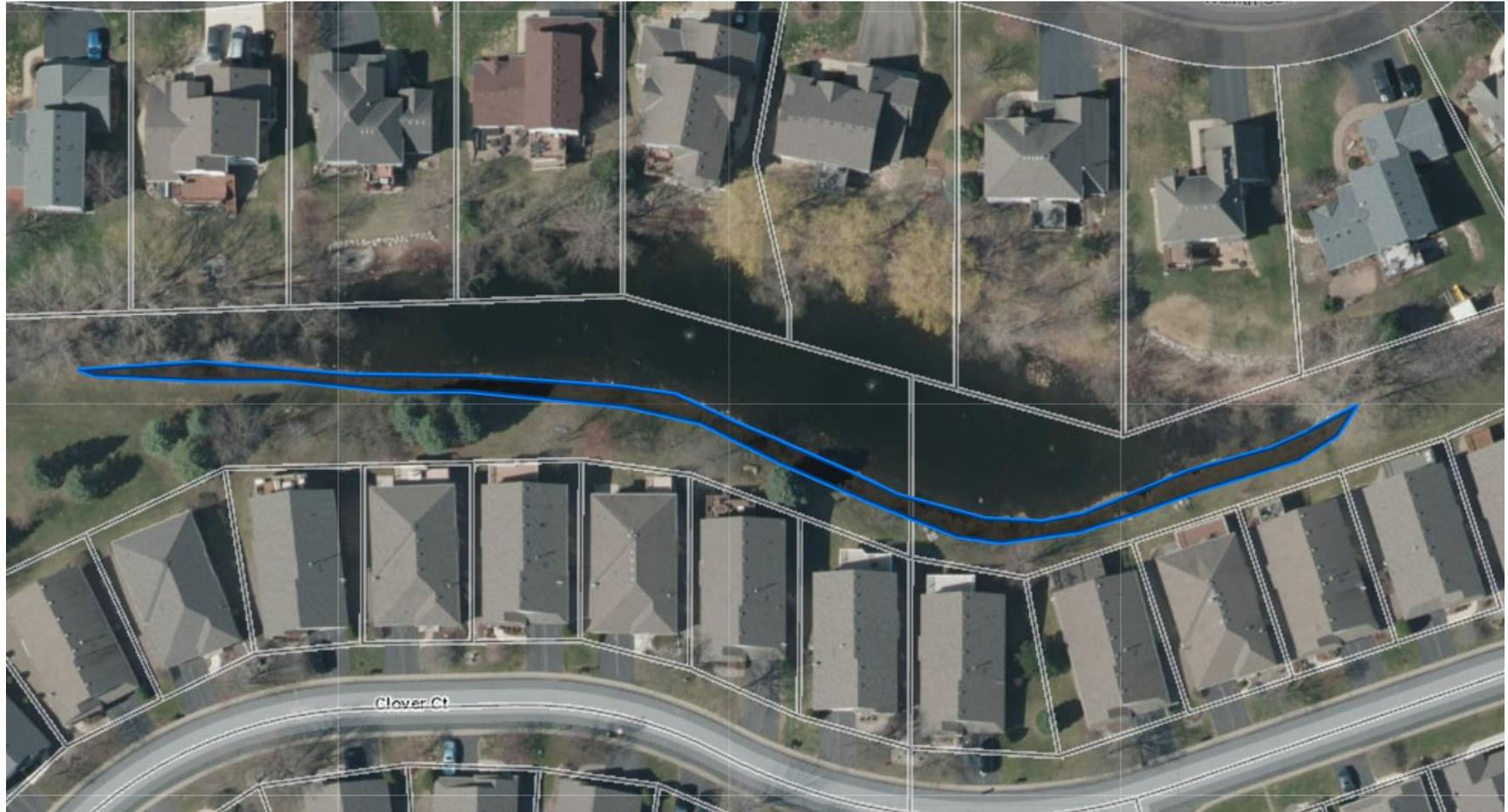
Bill Bartodziej, M.S.
Senior Restoration Ecologist
Natural Shore Technologies, Inc.

Project Summary and Timeline

1. Project site: 600' x 7' = 4,200 SF – WGHA Pond Buffer – Ecological Restoration
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. Kill selected invasive weeds and turf areas with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.
5. Cut and remove any weedy plant material from planting area. Install temporary goose control fencing.
6. Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted.
7. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species included in the plan – emergent, wetland, and upland prairie species (see detailed list below).
8. 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. Lay out plants into plant zones per plan specifications and install at approximately 1.5' centers.
9. We will use 2,209 – 3-4" containers for your planting.
10. 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.

Restoration Site



Blue highlighted buffer area – 600' x 7' = 4,200 SF

Preliminary Plant Species List

Common Name	Scientific Name	Height (ft)	Color	Bloom Time
EMERGENT				
Spike rush	<i>Eleocharis palustris</i>	1 to 2	Brown	June-July
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				
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
Tussock Sedge	<i>Carex stricta</i>	2 to 3	Green	May - July
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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
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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 September- October
New England Aster	<i>Symphotrichum novae-angliae</i>	3 to 5	Purple	October
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PRAIRIE

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William M. Bartodziej, M.S.

Senior Restoration Ecologist, Natural Shore Technologies

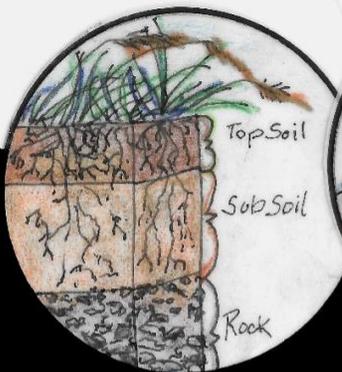
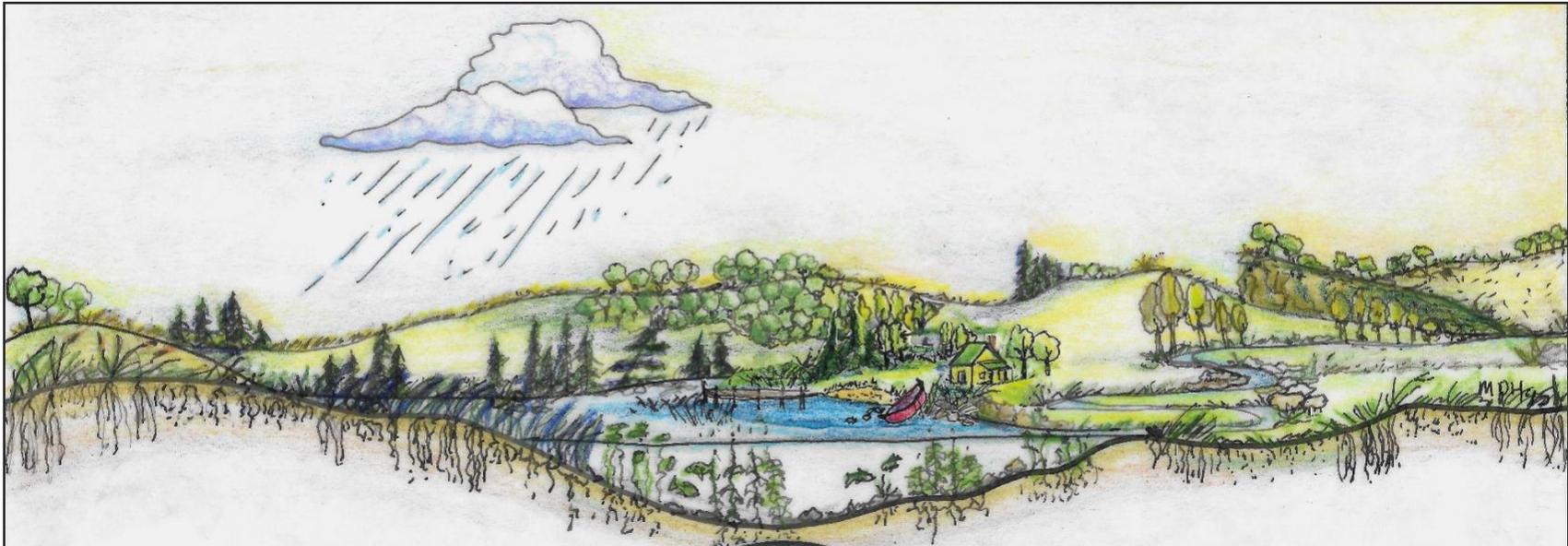
Please return a signed copy of this contract and a check to:

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



Using Ecology to Restore Land and Water

Benefits of our quality restoration work.



Conserve Soil

- Native plants:
- * Build soil health
 - * Capture carbon



Protect Water Quality

- Deep roots:
- * Promote infiltration
 - * Reduce runoff
 - * Prevent erosion from runoff & wave action



Beautiful Landscapes

- * Connect with nature
- * Enjoy your view
- * Wild experiences in your own backyard



Create Habitat

- * For: birds, fish, insects & other wildlife
- * Diverse plant communities
- * Food sources
- * Attract pollinators



Educate Future Conservationists

- * Field experience
- * Make connections between human impact & ecosystem health

Attachment 2 Maintenance Plan & Schedule

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

- a. The restoration will be maintained 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.