



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IV. K.

**From:** Chad A. Millner P.E., Director of Engineering

**Action**

**Discussion**

**Date:** June 17, 2015

**Information**

**Subject:** Authorize Cost Share Agreement and Maintenance Plan with Nine Mile Creek Watershed District, Braemar Driving Range Project

**Action Requested:**

Authorize the Director of Engineering to sign a Cost Share Agreement and Maintenance Plan with Nine Mile Creek Watershed District for a Cost Share Grant for natural resources work at Braemar Golf Course.

**Information / Background:**

This cost share agreement and maintenance plan with Nine Mile Creek Watershed District is for the implementation of flood protection, water quality, and natural resource improvements included in the Braemar Golf Executive Course and Driving Range Project. The overall cost estimate for storm utility funded work is \$189,700, which includes pond expansion, drainage improvements, wetland and buffer creation, oak savanna and prairie restoration.

The \$25,000 grant from the Nine Mile Creek Watershed District will fund a portion of these improvements.

**Attachments:**

Grant Award Letter

Grant Application

Cost Share Agreement and Exhibits

# 9 Mile Creek



W A T E R S H E D D I S T R I C T

**To:** Nine Mile Creek Watershed District Cost Share Grant Recipient  
**From:** Erica Sniegowski, Education and Outreach Coordinator  
**Date:** Monday, April 20, 2015  
**Re:** Cost Share Grant Agreement

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Dear Cost Share Grant Recipient:

Congratulations! Your project has been selected to receive a Cost Share Grant from the Nine Mile Creek Watershed District (NMCWD). Enclosed with this letter are two copies of the Cost Share Grant Agreement and Maintenance Plan.

Please review the cost share agreement to make sure that all information is correct. Then take the following steps:

- 1) Sign **both** copies of the enclosed agreement. Signatures are needed on **two** different pages on **both** copies of the agreement. There is an interior page to sign, which is the actual contract, and the final page, which is the maintenance agreement.
- 2) Mail **both** copies of the signed agreement to the District in the enclosed, prepaid envelope.
- 3) NMCWD will sign the agreements.
- 4) NMCWD will mail a signed copy back to you, and we will keep one for the District's records.

Please note, Exhibit A in the agreement refers to the Cost Share Application that you submitted to NMCWD, which the District has on file. A copy has been included for your records.

After the agreement is signed by both parties, the agreement is valid and project expenses are eligible for reimbursement.

You have until June 15<sup>th</sup> to return the signed agreement to NMCWD. Failure to return the agreement by June 15<sup>th</sup> will lead NMCWD to revoke the Cost Share funding.

If you have any questions, please contact me at (952) 358-2276 or [esniegowski@ninemilecreek.org](mailto:esniegowski@ninemilecreek.org).

Sincerely,



Erica Sniegowski  
Education & Outreach Coordinator

# 9 Mile Creek

W A T E R S H E D D I S T R I C T

## Cost Share Final Report Requirements

### Overview

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The Final Report should cover the entire grant period, unless otherwise noted. **Report must be submitted and approved by NMCWD staff to receive final reimbursement.** The report should be no more than six pages.

Submit an electronic copy of your report to Erica Sniegowski, Education & Outreach Coordinator, at [esniegowski@9milecreek.org](mailto:esniegowski@9milecreek.org). If you have any questions, feel free to contact Erica at 952-358-2276.

### Format

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#### 1. Title Page

Include the following:

- Project title
- Location of project
- Project manager's name and contact information
- The period of time addressed in this report

#### 2. Summary of Major Activities

- Provide a short overview of Cost Share activities. Include dates and time periods during which activities were completed and who was involved.

#### 3. Project Goals

- Describe how the project addressed one or more of the goals of the Cost Share Program:
  - ✓ Improve water quality or increase the capacity of the watershed to store water
  - ✓ Preserve, protect, and restore native plant and wildlife habitats
  - ✓ Protect and preserve groundwater quality and quantity

#### 4. Project Outcomes

- Describe the outcomes of the project.
- Describe what makes you most proud about the project.

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**5. Project Challenges**

- Describe any changes that had to be made to original plans due to site conditions, regulatory processes, etc. and any challenges with implementing the project.
- Indicate any ways in which NMCWD staff could have better assisted you in addressing the challenges.

**6. Project Longevity**

- How were the results of the project shared and with whom?
- What will the long-term impact of the project be?
- Describe any follow-up projects that will occur as a result of the Cost Share grant.

**7. Photos**

- Submit at least three high resolution digital photos of the project. If doing physical construction, include a photo of each phase of the project (before, during, after).

**8. Reimbursement**

- Submit receipts and/ or paid invoices for all project expenditures. Project expenditures without receipts will not be eligible for reimbursement. Copies of paid checks may be asked for with reimbursement requests.

# 9 Mile Creek

W A T E R S H E D D I S T R I C T

## 2015 Cost Share Application: Non-Residential Applicants

Cover Page

Cost Share Application: Non-Residential		
<b>Landowner Information</b>		
Name of Landowner: City of Edina		
Address: 4801 W. 50 <sup>th</sup> St.		
Cite, State, Zip: Edina, MN 55424		
Primary Phone: 952-927-8861	Secondary Phone:	
Email: mail@edinamn.gov		
Primary Contact Person: Laura Adler		
Title: Water Resources Coordinator	Phone: 952-826-0445	E-mail: LAdler@EdinaMN.gov

### Type of Applicant (please check applicable box):

- 501(c)(3) not-for-profit       Business or corporation   
 School       Public agency or local government unit

### Proposal Information

Give a 2-3 sentence summary of request (include project title): Braemar Golf Course Driving Range and Executive Course Improvements. We are requesting a grant to contribute to the cost of water quality and natural resource improvements to the Braemar Golf Course Driving Range and Executive Course Improvements. Planned improvements are well beyond the requirements of Nine Mile Creek Watershed District rules, and provide increased floodplain storage, native prairie and native forest restorations, increased volume retention, and increased water quality volume.	
Project Dates: July - October 2015	
Dollar amount requested: \$25,000	Total project budget: \$160,000
Geographic Area/Community Served: City of Edina	Population Served: 47,000
Legal description of property for deed records: PID: 07-116-21-13-0001, Addition Name: UNPLATTED 07 116 21, Block : COM AT NE COR OF S 10 ACRES OF NE 1/4 OF NE 1/4 TH W TO A PT 790 FT E FROM NW COR THOF TH DEFLECT LEFT 34 DEG DIS 273 FT TH NWLY TO A PT IN W LINE OF SAID TRACT 64 FT S FROM NW COR THOF TH S TO SW COR THOF TH E	

TO SE COR THOF TH N TO BEG ALSO SE 1/4 AND S 1/2 OF NE 1/4 AND THAT PART OF SW 1/4 LYING ELY OF HWY ALSO THAT PART OF S 1/2 OF NW 1/4 LYING S OF ROAD AND E OF W 950 FT THOF EX ROADS AND EX HWY

How did you hear about the cost share program? Please be as specific as possible.  
Prior year grant applications.

#### Authorization

Name of landowner or responsible party: Chad Milner, Director of Engineering, City of Edina

Signature: Chad A. Milner Date: 3/27/15

#### 1. Landowner Narrative

a. Describe your property, history of the site and the past management of the land.

The project area is in the northeastern corner of Braemar Golf Course. Based on 1937 aerial photos, the area was cleared and farmed for many years prior to the construction of the golf course in 1963. Currently there are remnants of the original native oak savannah and prairie, although they have been colonized by common buckthorn and other invasive species. The playable areas of the golf course (greens and fairways) have been maintained by the Parks and Recreation Department. Natural areas (including wetlands, buffers, prairies, and woodlands) have been mainly left alone, leading to their degradation.

b. List other key participants or partners and their roles.

This is a joint venture between the Engineering and Parks and Recreation Departments of the City of Edina. The Engineering Department provides technical resources, grant writing, funding through the stormwater utility, and maintenance contract management, and the Parks and Recreation Department oversees the entire project. The Engineering Department will manage a maintenance contract for the restored natural areas for an initial establishment period of 5 year. The Parks and Recreation Department will continue to manage the golf grounds and operations.

#### 2. Project Narrative

a. Describe the issue to be addressed.

The Parks and Recreation Department has planned a project to improve the driving range and executive course at Braemar Golf Course. This is an opportunity to make major improvements to water quality and natural habitats at the same time, in excess of regulatory rule requirements. Natural areas within the project area have been unmaintained and have degraded over the years. Invasive species have moved in, crowding out native species and reducing wildlife habitat quality and quantity. A large area of residential land drains to the project area, completely untreated before entering the wetland system in Braemar Golf Course. Much of Braemar Golf Course is currently within the floodplain; changes to the data used for determining flood elevations (Atlas 14) will include more of the golf course. The project increases the water quality volume available to treat runoff, restores natural habitats, and provides new floodplain storage.

- b. Describe clearly the project objectives and expected outcomes.

The project objectives are:

Create an additional 7.7 acre-feet of water quality volume

Create an additional 6400 cy of floodplain storage

Restore 6.25 acres of Oak savannah

Restore 7.44 acres of native prairie

The expected outcomes include:

Increased visibility of natural resource restorations in park setting

Improved water quality

Increased public support for additional water quality and natural resource projects in future Braemar Golf Course/Park renovations

- c. Describe how the project objectives support one or more of the Cost Share Program purposes.

"Improve water quality or increase the capacity of the watershed to store water"

NMCWD rules require 0.67 ac-ft of new water quality volume. This project provides 7.7 ac-ft of new water quality volume, and intercepts runoff from an area that was previously untreated. The project also provides 6400 cubic yards of new floodplain storage. The project will improve water quality and increase the capacity of the watershed to store water.

"Preserve, protect, and restore native plant and wildlife habitats, with emphasis on lakes, rivers, and wetlands"

NMCWD rules require 0.6 acres of wetland construction and restoration for the wetland impacts proposed. This project provides 0.9 acres of wetland construction and buffer, 6.25 acres of Oak savannah restoration, and 7.44 acres of prairie restoration, far exceeding the regulatory requirements. The wetland, savannah, and prairie restoration will provide high quality native plant and wildlife habitat.

### 3. Project Details

- a. Attach a project work plan with timeline. Include a detailed plant list, if applicable.  
(Only Minnesota native plants are eligible for reimbursement, although non-natives and cultivars can be used.)

- b. Attach a project budget.

- c. How will the project be maintained?

The project will be maintained through an annual maintenance contract, managed by the Engineering Department.

### 4. Project Evaluation

- a. Describe how the project will be monitored and evaluated.

The project will be monitored through construction and contract management. The Engineering Department will manage a contract for wetland monitoring and establishment, and native buffer establish for a period of 5 years to ensure that all planeted areas are well-established and maintained.

b. How will the results be shared and with whom?

The water quality and natural resources improvements will be on display to all visitors to Braemar Golf Course. Ongoing maintenance activities and costs will be shared with city departments for future planning efforts. Buffer signs and monuments will denote and describe wetland and natural areas.

c. What additional project(s) could be initiated as a result of this project?

The Parks and Recreation Department is currently preparing a master plan for the entire Braemar Park area. The driving range and executive course project will be used as an example to council, staff, and residents to show how water quality and natural resources can be improved as a complement to golf course and park improvements. A natural areas assessment has been prepared for the golf course with recommendations for improvements.

In addition, the Parks and Receration Department is beginning a master plan for all the parks in Edina. A successful collaboration on this project will lead the way for future water quality and natural resource improvements.

### Cost Estimating Worksheet

#### Labor Costs (Contractors, Consultants, In-Kind Labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from NMCWD	Matching / In-Kind Funds	Total
Landscapes Unlimited	Pond expansion, drainage		\$ /hr	\$25,000	\$135,000	\$160,000
	improvements, wetland and buffer		\$ /hr	\$	\$	\$
	creation, oak savannah and prairie		\$ /hr	\$	\$	\$
	restoration		\$ /hr	\$	\$	\$
			\$ /hr	\$	\$	\$
			\$ /hr	\$	\$	\$
			\$ /hr	\$	\$	\$
			\$ /hr	\$	\$	\$
			\$ /hr	\$	\$	\$
<b>Total:</b>				\$	\$	\$

#### Project Materials

Materials	Unit Costs	Total # of Units	Requested Funds from NMCWD	Matching / In-Kind Funds	Total
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Total:</b>			\$	\$	\$

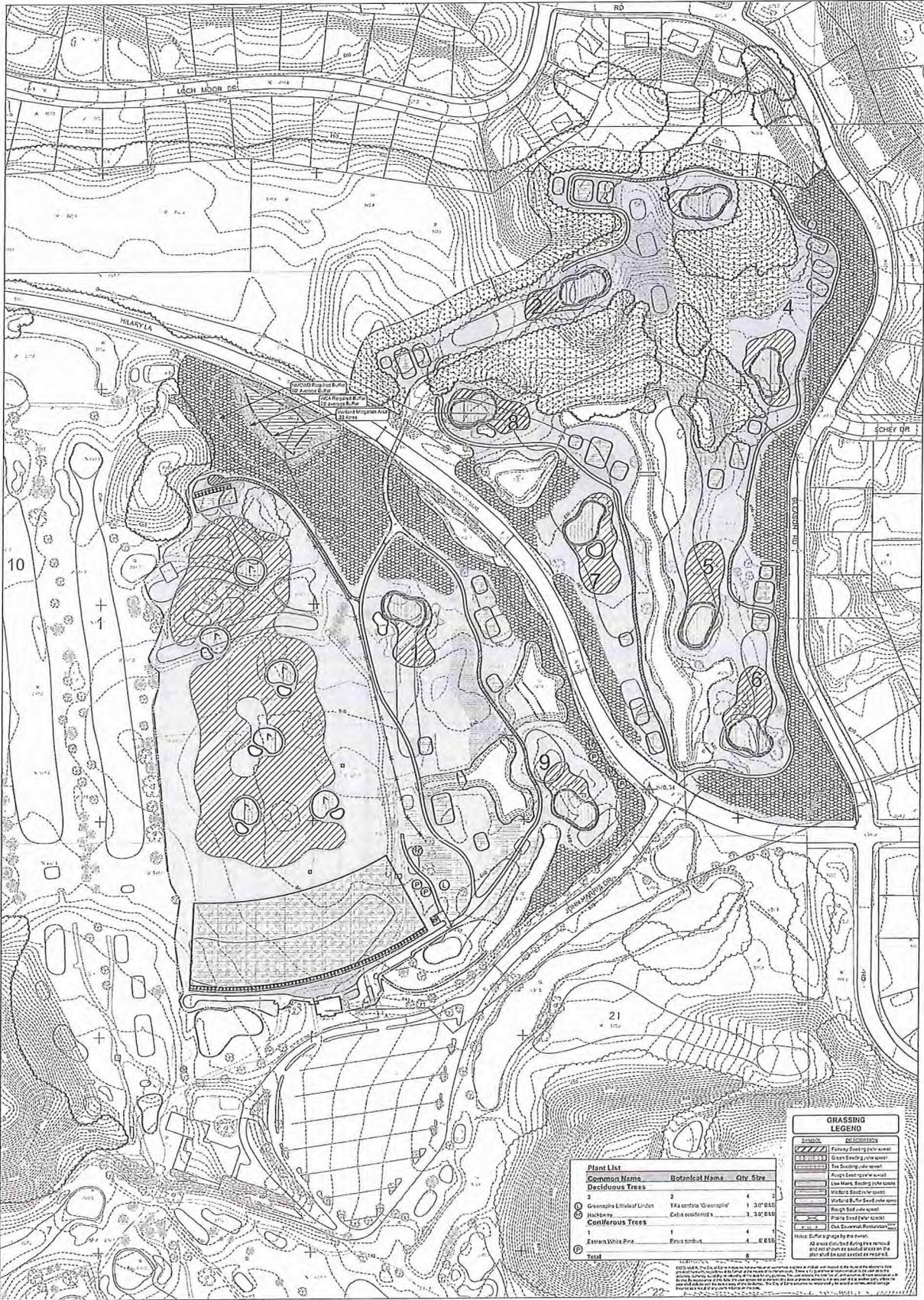
(A) Total Requested Funds from NMCWD\*: \$25,000 (Labor + Project Materials)

(B) Total Matching/In-Kind Funds: \$135,000 (Labor + Project Materials)

(C) Project Total: \$160,000 (A + B)

\*Please note: total requested funds (A) cannot be more than 75% of the Project Total (C).

If you have questions about the Cost Estimating Worksheet, please contact the Nine Mile Creek Watershed District office at 952-358-2276.



Common Name	Botanical Name	Qty	Size
<b>Deciduous Trees</b>			
3		4	
Greening Elm/Lark Lincol	Tilia cordata 'Greening'	1	30" B&B
Hickory	Carya occidentalis	3	30" B&B
<b>Coniferous Trees</b>			
1		4	
Eastern White Pine	Pinus strobus	4	6" B&B
Total			8

Symbol	Description
[Hatched pattern]	Fescue Seed (1/2" x 1/2")
[Hatched pattern]	Green Seed (1/2" x 1/2")
[Hatched pattern]	Tall Seed (1/2" x 1/2")
[Hatched pattern]	Blue Seed (1/2" x 1/2")
[Hatched pattern]	Low Seed (1/2" x 1/2")
[Hatched pattern]	Winter Seed (1/2" x 1/2")
[Hatched pattern]	Winter & Blue Seed (1/2" x 1/2")
[Hatched pattern]	Blue Seed (1/2" x 1/2")
[Hatched pattern]	Dark Blue Seed (1/2" x 1/2")

**GRASSING LEGEND**

Note: Refer to page by the owner. All grass seed quantities are rounded and not shown as exact quantities on the plan and are based on the amount of seed required.

FOR BIDDING ONLY - NOT FOR CONSTRUCTION

**BRAEMAR**  
 Braemar Golf Course  
 6364 John Harris Drive  
 Edina, Minnesota 55439  
 (652) 903-5750  
 City of Edina  
 Parks & Recreation Department  
 4801 W. 50th Street  
 Edina, Minnesota 55424

**HELFORT & NORSY**  
 Golf Course Architect  
 100 East Grand Street, Suite 309  
 Crookston, MN 55218  
 (612) 781-6284  
 www.helfortandnorsy.com

Energy specify date of plan, specification, or report was prepared by you or your design associate and that an independent landscape architect or other qualified professional has reviewed the plan and approved it on the basis of Minnesota law.  
 Date: 11/13/15, Registration #: 20144

Date: January 13, 2016  
 Prepared by: JCL & JS  
 Drawn by:  
 Revisions:

© This plan and the contents not contained therein are the property of Helfort & Norsy Golf Course Architects. Use of this plan shall require prior written approval by Helfort & Norsy Golf Course Architects.

0 100 200 300 FT

Grassing & Planting Plan

6

## Braemar Driving Range and Executive Course Project Timeline

July 7, 2015	Begin Construction
October 1, 2015	Complete Construction
Oct. – May 2016	Grow –In and Maturation
May 1, 2016	Open Driving Range – Mats Only
June 1, 2016	Open New Par 3 Course

**NINE MILE CREEK WATERSHED DISTRICT  
COST SHARE PROGRAM**

Cost Share Agreement between  
NINE MILE CREEK WATERSHED DISTRICT and  
the City of Edina

The parties to this Cost Share Agreement are the Nine Mile Creek Watershed District (NMCWD), a public body with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D, and the City of Edina (CITY), a body corporate and politic and a [HOME RULE CHARTER/STATUTORY] city of the State of Minnesota. The purpose of this Agreement is for the CITY to restore oak savannah and native prairie, along with proving water quality improvements, increased floodplain storage and volume retention at Braemar Golf Course, beyond Nine Mile Creek Watershed District regulatory requirements.

1. Scope of Work

CITY will restore oak savannah and native prairie, along with proving water quality improvements, increased floodplain storage and volume retention at Braemar Golf Course, beyond Nine Mile Creek Watershed District regulatory requirements (Project) in accordance with the Specifications and Budget attached to and incorporated into this Agreement as Exhibit A.

CITY will submit to the NMCWD at least one report that includes a narrative describing the Project, a description of and receipts documenting eligible costs incurred including in-kind contributions, a description of any changes made or expected to the Project and photographs documenting the Project (Project Report). A final Project Report must be submitted to the NMCWD within 30 days of the certification by CITY or CITY's agent of substantial completion of Project.

2. Reimbursement

The NMCWD, on receipt and approval of a Project Report and accompanying documentation (including receipts), will reimburse CITY up to seventy-five (75) percent of CITY's eligible costs to purchase the Project. Reimbursement under this Agreement will not exceed a total of **\$25,000.00**. Expenditures for nonnative plants used in the Project are not eligible for reimbursement.

At the discretion of the NMCWD, failure by the CITY to complete the Project in accordance with the terms of this Agreement may result in withholding of reimbursement, repayment by the CITY to the NMCWD of reimbursement already paid, or other available action at law or equity for these purposes.

3. Right of Access

CITY will permit NMCWD 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 construction or performance of the Project and compliance with the terms of this Agreement. If the

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

CITY will cooperate with the NMCWD in allowing members of the public periodically to view the Project in the company of a NMCWD representative. This paragraph does not create any right of public entry onto the Property except as specifically provided for and agreed to herein.

4. Maintenance

CITY will maintain the Project for a minimum of **10 years** from the date of purchase in accordance with the Maintenance Plan attached as Exhibit B. If CITY fails to maintain the Project, the NMCWD will have a right to reimbursement of all amounts paid to CITY, unless the NMCWD determines that the failure to maintain the Project was caused by reasons beyond CITY's control.

If the CITY conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the CITY conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

5. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project will properly acknowledge the funding provided by the NMCWD. The CITY will cooperate with the NMCWD to seek publicity and media coverage of the Project. CITY will permit the NMCWD, at its cost and discretion, to place reasonable signage on CITY's property informing the general public about the Project and the NMCWD's Cost Share Program.

6. Independent Relationship

The NMCWD's role under this Agreement is solely to provide funds to support the performance of voluntary work by CITY that furthers the purposes of the NMCWD. This Agreement is not a joint powers agreement under Minnesota Statutes section 471.59. CITY acts independently and selects the means, method and manner of constructing the Project. CITY is not the agent, representative, employee or contractor of the NMCWD. CITY holds harmless the NMCWD, its officers, board members, employees and agents with respect to any and all actions, costs, damages and liabilities except for the right to receive reimbursement

according to the terms of this Agreement. No action or inaction of the NMCWD or the CITY under this Agreement creates a duty of care on the part of the NMCWD or the CITY for the benefit of any third Party.

7. Effective Date; Termination; Survival of Obligations

This Agreement is effective when fully executed by all parties and expires 10 years thereafter. The NMCWD retains the right to void this Agreement if the Project is not certified as substantially complete by **June 1, 2016**. The NMCWD may grant a request to extend the completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by NMCWD of notice of NMCWD's determination to void this Agreement, CITY will not receive any further reimbursement for work subject to this Agreement, unless the NMCWD extends the construction-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 3, 4 and 5, shall survive expiration.

8. Compliance With Laws

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

9. Notices

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

To NMCWD:

Administrator  
Nine Mile Creek Watershed District  
12800 Gerard Drive  
Eden Prairie, MN 55346

To CITY:

Water Resources Coordinator  
City of Edina  
7450 Metro Blvd  
Edina, MN 55439

10. Waiver

The NMCWD'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, the NMCWD 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.

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

CITY

Dated:

By \_\_\_\_\_

Its \_\_\_\_\_

NINE MILE CREEK WATERSHED DISTRICT Dated:

By \_\_\_\_\_

Kevin Bigalke, District Administrator

APPROVED AS TO FORM AND EXECUTION

\_\_\_\_\_  
Its Attorney

**Exhibit A**  
[SITE PLAN, DESIGN PLANS & SPECIFICATIONS/BUDGET]

**Exhibit B**  
Maintenance Plan

1. **Buffer Areas.** Buffer areas described in the Site Plan and Design Plans and Specifications attached as Exhibit A to the Agreement must be maintained as follows:
  - a) The buffer will be maintained 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 buffer in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
  - b) As feasible, upland plantings will be subject to annual controlled burning to eliminate invasive species; 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 City and approved by NMCWD staff.
  
2. **Shoreline and Streambank Stabilization.** Shoreline and streambank stabilization areas described in the Site Plan and Design Plans and Specifications attached as Exhibit A to the Agreement must be maintained as follows:
  - a) The shoreline or streambank will be inspected at least annually and any erosion or structural problems observed will be corrected within 30 days of inspection to establish and maintain a naturalized, ecologically healthy shoreline that is structurally stable and resistant to erosion.
  - b) All planted and seeded areas will be maintained in perpetuity free from mowing or other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, and the placement of structures or any other alteration that impedes the function of the shoreline or streambank in protecting water quality, shading the riparian edge, moderating flow into any adjacent wetland or waterbody, or providing habitat.
  - c) As feasible, upland plantings will be subject to annual controlled burning to eliminate invasive species; 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.
  - d) Upland and shoreline 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 property owner and approved by NMCWD staff.
  
3. **Buckthorn Removal.** Buckthorn removal described in the Site Plan and Design Plans and Specifications attached as Exhibit A to the agreement must be maintained as follows:
  - a) Buckthorn plants that are 2-inches in diameter or larger are best controlled by cutting the stem at the soil surface and then treating the cut stump within two hours with an herbicide. Failure to treat the stump will result in regrowth of the buckthorn.

- b) Buckthorn plants that are less than 5-inches in diameter may be controlled through basal bark treatment that applies chemical directly to the bark of uncut buckthorn. Buckthorn treated by this method can be left standing or cut at a later date when the plant dies.
- c) Buckthorn seedlings and individual plants less than 3/8" diameter can be pulled by hand to prevent re-sprouting.
- d) Hand tools can be used to pull buckthorn greater than 3/8" diameter. Hand-pulling tools cause soil disturbances so loose soil must be tamped back into the ground. Care must be taken when pulling on steep slopes to limit soil erosion.
- e) Buckthorn removal is an ongoing project that must be continued for up to five years. Follow-up control of seedlings that emerge after initial removal is necessary on all sites. Successful buckthorn treatment requires a long-term commitment.

4. **Native Habitat Restoration.** Native habitat restoration described in the Site Plan and Design Plans and Specifications attached as Exhibit A to the Agreement must be maintained as follows:

- a) The native restoration will be maintained 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 native restoration.
- b) As feasible, upland plantings will be subject to annual controlled burning to eliminate invasive species; 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 property owner and approved by NMCWD staff.

5. **Reporting.** Grantee will submit to the NMCWD annually a 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.

6. **Termination.** The CITY's obligations hereunder will be terminated on June 1, 2025.

CITY OF EDINA

By: \_\_\_\_\_ Date:  
 Its \_\_\_\_\_

Accepted by

NINE MILE CREEK WATERSHED DISTRICT

By: \_\_\_\_\_ Date:  
 Kevin Bigalke, District Administrator