



Title: Authorization to Contract with Bartlett Tree Experts for Cottageville Park Oak Care

Resolution number: 25-030

Prepared by: Name: James McDermond-Spies
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Reviewed by: Name/Title: Gabe Sherman, Planner – Project Manager

Recommended action: Authorize District Administrator to execute a contract with Bartlett Tree Experts

Schedule: Spring 2025: Soil Care and Fertilization; Pest Management
Summer 2025: Soil Care and Fertilization
Fall 2025: Soil Care and Fertilization; Pest Management
Winter 2025/2026: Tree Pruning

Budget considerations: Fund name and code: Project Maintenance & Land Management, 2003
Fund budget: \$677,441.00
Expenditures to date: \$46,044.39
Requested amount of funding: \$8,600.00

Past Board action:

Res # 20-091	Authorization to Contract for Design Services for the 325 Blake Road Regional Stormwater and Greenway Project
Res # 23-026	Approval of Final Design for 325 Blake Road Regional Stormwater and Greenway Project
Res # 23-053	Approval of Cross-Easement for Cottageville Park Phase II
Res # 24-043	Approval to Contract with Bartlett Tree Experts for Cottageville Oak Care

Summary:

Cottageville Park Phase II Design and Oak Trees

In 2015, Minnehaha Creek Watershed District (MCWD) collaborated with the City of Hopkins to reconstruct Cottageville Park. At that time, a future phase of park expansion was planned for several additional City and MCWD-owned parcels along Blake Road and Lake Street. On December 3, 2020, the MCWD Board of Managers authorized a contract for design services for 325 Blake Road, which included the next phase of Cottageville Park. Early community engagement and design discussions with the Board and other stakeholders led to a “Gateway to Greenway” concept for the parcel fronting Blake Road and a “Nature Play” concept for the parcels along Lake Street.

As concepts were refined for the Nature Play parcels, three legacy bur oak trees were identified as the dominant site features, providing a large natural shade canopy, as well as inspiring an oak savannah themed design with large concrete acorn play features. These designs were further vetted and supported by the City, Board and public.

Oak Tree Damage, Assessment and Care

When a large storm damaged one of the oak trees in 2023, a contractor was hired to remove a downed limb and suggested that the tree was diseased and should be removed. Since the three oaks were integral to the approved park

design, MCWD sought a second opinion from Bartlett Tree Experts (Bartlett) at the suggestion of Damon Farber Landscape Architects, the landscape architecture firm that designed the Cottageville Park Gateway to Greenway and Nature Play expansion. In early February 2024, MCWD hired Bartlett to assess the health of the three oak trees on the Nature Play parcels, as well as three oaks along Minnehaha Creek located across Lake Street in the existing Cottageville Park. Bartlett also administered an initial round of treatment to fortify the oaks until a full assessment could be conducted upon leaf-out in Spring/Summer 2024. The work included soil care and fertilization around the six oaks, soil sampling and testing, and root sampling and testing.

In June 2024, Bartlett produced its inspection report based on laboratory results and a site visit conducted on June 3, 2024 (attached). The report noted that five of the six oaks had a high chance of survival with some additional care, while one oak was recommended for removal. MCWD requested that Bartlett draft a proposal for treatment of the five healthier oaks and removal of the dying oak. On June 5, 2024, MCWD staff were alerted by a homeowner that two of the three Nature Play oaks had been cut down by City of Hopkins Public Works staff without consultation with MCWD; only one of the felled oaks had been recommended for removal by Bartlett.

On March 24, 2025, staff conducted a site visit with Bartlett to discuss obtaining a quote (received 3/26/2025, attached), assess the health of the remaining trees following the treatments in 2024, and discuss long term care needs. Based on the site visit, it is recommended that the oak trees continue to receive support through this year and another assessment be made later in the growing season. While onsite, Staff and Bartlett noticed that there were several dead limbs in the creek side oaks at Cottageville Phase I. Since, these branches are in areas of high park use, Staff asked for trimming to be included in quoted services. Considering the accidental removal of the two oaks at the Nature Play site, Staff also inquired with Bartlett about possible care for a large birch to retain the remaining canopy trees at the site. Support care and pest management are recommended for this tree and included in the quoted services.

Bartlett's proposal includes the following recommended services:

- Spring 2025
 - Soil Care and Fertilization: Soil Treatment
 - Pest Management: Borer Treatment
- Summer 2025
 - Soil Care and Fertilization: Soil Treatment, pH Modifiers Treatment
- Fall 2025
 - Soil Care and Fertilization: Prescription Soil Treatment
 - Pest Management: Root Rot Treatment
- Winter 2025/2026:
 - Tree and Shrub Work: Natural Pruning

Recommendation:

Staff recommend that the MCWD Board of Managers authorize the District Administrator to execute a contract with Bartlett Tree Experts, on advice of District Counsel, to provide tree care services in an amount not to exceed \$8,600.

Supporting documents (list attachments):

1. Proposal for Tree Care Services, Bartlett Tree Experts, 3/26/2025
2. Cottageville Park Oak Inspection, June 2024, Bartlett Tree Experts, 6/15/2024



RESOLUTION

Resolution number: 25-030

Title: Authorization to Contract with Bartlett Tree Experts for Cottageville Park Oak Care

- WHEREAS on December 3, 2020, the Minnehaha Creek Watershed District (MCWD) Board of Managers authorized the District Administrator to contract with HDR, Inc. to design the 325 Blake Road Regional Stormwater and Greenway Project (Res # 20-091), including Phase II of the Cottageville Park expansion;
- WHEREAS the design of the Cottageville Park Nature Play area was centered around three large legacy bur oak trees;
- WHEREAS the three Nature Play oaks and three oaks along Minnehaha Creek in the existing Cottageville Park were assessed for health and provided initial care by Bartlett Tree Experts (Bartlett) in Winter 2023/2024;
- WHEREAS Phase II of the Cottageville Park expansion was developed in consultation with the City of Hopkins, including City staff, the City's Park Board, and the City Council;
- WHEREAS two of the three Nature Play oaks were removed by City of Hopkins Public Works staff without consulting MCWD, including an oak that Bartlett had assessed as having a high likelihood of survival with proper care and which served as the centerpiece of the Nature Play design;
- WHEREAS the remaining oak and birch at the proposed Nature Play area and the three large oaks along Minnehaha Creek in the existing Cottageville Park provide habitat and shade value; and
- WHEREAS Bartlett recommended during a March 24, 2025 site visit with Staff that continued support care would benefit the long-term survival of the canopy trees at Cottageville Park and Nature Play site.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator to execute a contract with Bartlett Tree Experts, on advice of District Counsel, to provide tree care services in an amount not to exceed \$8,600.00.

Resolution Number 25-030 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: May 8, 2025

Secretary

Date:



Client: 9530807

Printed on: 3/26/2025

Created on: 2/11/2025

Minnehaha Creek Watershed District
Attn: Gabe Sherman
15320 Minnetonka Blvd.
Minnetonka, MN 55345
E-Mail Address: gsherman@minnehahacreek.org

Bartlett Tree Experts
Michael Van Dyken - Representative
5558 Smetana Drive
Minnetonka, MN 55343
Business: 763-253-8733
E-Mail Address: mvandyken@bartlett.com

Property Address: 1308 Lake St NE, Hopkins, MN 55343

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, or the specific services recommended, Bartlett Tree Experts also recommends having a tree risk assessment qualified arborist conduct a tree risk assessment on your property periodically to assist you in identifying potential risks of tree or limb failure and the potential consequences of such tree or limb failure relating to your trees and shrubs. An inspection of trees or shrubs for the purpose of writing a recommendation or conducting plant health care or tree care services is not a tree risk assessment. THIS IS NOT AN INVOICE.

Spring: Soil Care and Fertilization

Soil Treatment

Apply Boost Liquid 20-0-6, and Fortiphite to the following plants and locations to promote vitality and improve resistance to disease and stress.

- 1 Bur Oak (ID# 3) located at the Inventoried Location
- 1 Bur Oak (ID# 4) located at the Inventoried Location
- 1 Bur Oak (ID# 5) located at the Inventoried Location
- 1 Bur Oak (ID# 6) located at the Inventoried Location

Provide 1 treatment at 579.00 per treatment.

Estimated Treatment Date: 4/15/2025 thru 7/13/2025.

Arborist Notes:

- Fortiphite is a special form of Potassium that provides a number of benefits for plants. It provides Potassium, which tends to be low in our area, and helps to boost plant's immunity to a variety of stressors such as drought, disease, root loss, etc. It is a good proactive treatment for plants that are at risk of a disease or stress issue, as well as a reactive treatment for plants with current problems.

Amount: \$579.00

Soil Treatment

Apply Boost Liquid 20-0-6, and Fortiphite to the following plant and location to promote vitality and improve

Client: 9530807

Printed on: 3/26/2025

Created on: 2/11/2025

resistance to disease and stress.

- 1 Paper Birch (ID# 7) located at the Inventoried Location

Provide 1 treatment at 81.25 per treatment.

Estimated Treatment Date: 4/15/2025 thru 7/13/2025.

Arborist Notes:

- Fortiphite is a special form of Potassium that provides a number of benefits for plants. It provides Potassium, which tends to be low in our area, and helps to boost plant's immunity to a variety of stressors such as drought, disease, root loss, etc. It is a good proactive treatment for plants that are at risk of a disease or stress issue, as well as a reactive treatment for plants with current problems.

Amount: \$81.25

Spring: Pest Management

Borer Treatment

Perform a bark treatment to the following plant to help suppress two-lined chestnut borer.

- 1 Paper Birch (ID# 7) located at the Inventoried Location

Product: Xytect 2F.

Provide 1 treatment at 147.00 per treatment.

Estimated Treatment Date: 4/1/2025 thru 4/27/2025.

Amount: \$147.00

Total for 'Spring'

Amount: \$807.25

Summer: Soil Care and Fertilization

Soil Treatment

Apply Fortiphite to the following plants and locations to promote vitality and improve resistance to disease and stress.

- 1 Bur Oak (ID# 6) located at the Inventoried Location
- 1 Bur Oak (ID# 5) located at the Inventoried Location
- 1 Bur Oak (ID# 4) located at the Inventoried Location
- 1 Bur Oak (ID# 3) located at the Inventoried Location

Provide 1 treatment at 579.00 per treatment.

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Estimated Treatment Date: 7/1/2025 thru 9/28/2025.

Amount: \$579.00

pH Modifiers Treatment

Apply sulfur to the following plants and locations to help correct nutrient deficiencies and improve plant health.

- 1 Bur Oak (ID# 3) located at the Inventoried Location
- 1 Bur Oak (ID# 4) located at the Inventoried Location
- 1 Bur Oak (ID# 5) located at the Inventoried Location
- 1 Bur Oak (ID# 6) located at the Inventoried Location

Provide 1 treatment at 884.00 per treatment.

Estimated Treatment Date: 7/1/2025 thru 9/28/2025.

Amount: \$884.00

Total for 'Summer'

Amount: \$1,463.00

Fall: Soil Care and Fertilization

Prescription Soil Treatment

Apply a prescription soil treatment to supply necessary nutrients according to soil analysis results and recommendations to the following plants and locations.

- 1 Bur Oak (ID# 3) located at the Inventoried Location
- 1 Bur Oak (ID# 4) located at the Inventoried Location
- 1 Bur Oak (ID# 5) located at the Inventoried Location
- 1 Bur Oak (ID# 6) located at the Inventoried Location

Prescription fertilization utilizes soil analysis to provide a custom treatment to meet the specific requirements of the plant species. The treatment can include macro and micronutrients, soil conditioners and beneficial soil microbes that promote health of both soils and landscape plants.

Provide 1 treatment at 1,768.00 per treatment.

Estimated Treatment Date: 9/1/2025 thru 11/29/2025.

Arborist Notes:

- Treatment will include Potassium, Manganese, and Sulfur

Amount: \$1,768.00

Fall: Pest Management

Root Rot Treatment

Perform a systemic soil treatment to the following plants to help suppress Phytophthora root rot.

- 1 Bur Oak (ID# 3) located at the Inventoried Location
- 1 Bur Oak (ID# 4) located at the Inventoried Location
- 1 Bur Oak (ID# 5) located at the Inventoried Location
- 1 Bur Oak (ID# 6) located at the Inventoried Location

Product: Subdue GR.

Provide 1 treatment at 1,279.00 per treatment.

Estimated Treatment Date: 9/1/2025 thru 9/27/2025.

Amount: \$1,279.00

Total for 'Fall'

Amount: \$3,047.00

Winter: Tree and Shrub Work

Natural Pruning

Species	Map ID	Location
1 Bur Oak, <i>Quercus macrocarpa</i>	4	Inventoried Location
1 Bur Oak, <i>Quercus macrocarpa</i>	5	Inventoried Location

Goals:

- Improve appearance
- Reduce risk of branch failure

Specifications:

- Remove all dead, declining, broken branches, 3-8 inch diameter cut(s), entire canopy
 - Remove all debris
- * The client agrees an occasional dead branch larger than specified may be left where it is impractical to be removed

Arborist Notes:

- A more fine pruning can be done for \$4725.

Amount: \$3,240.00

Total for 'Winter'

Amount: \$3,240.00

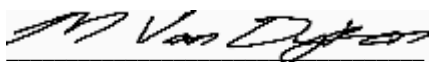
Client: 9530807

Printed on: 3/26/2025

Created on: 2/11/2025

Total Amount: \$8,557.25

Please review the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

_____ (Customer Signature)	_____ (Date)
 _____ (Bartlett Representative - Michael Van Dyken)	<u>3/26/2025</u> (Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.
All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to <http://www.bartlett.com/BartlettCOL.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

Bartlett Tree Experts does not sell client information to third parties. However, Bartlett may need to retain client information for digital advertising purposes. For further information on the type of client information collected, the purpose for which information may be used, and any client's ability to access and/or opt out of such use, please visit Bartlett's privacy policy on our website:
<https://www.bartlett.com/privacy-policy.cfm>

General Terms Commercial

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to conduct a tree risk assessment and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have a qualified tree risk assessment arborist conduct a tree risk assessment in accordance with industry standards periodically and after each major weather event to identify any defects or other conditions that present the risk of tree or limb failure and the potential consequences of such failure. Then, once a tree risk assessment is performed, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.

- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.

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- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.
- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree

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was written, and the time that the work is scheduled for completion.

- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access, climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, reporting, and/or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree

Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the

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property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 Integrated Pest Management

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf

area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 Fruit-Reduction Treatment

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 Fruit Tree or Crop Treatment

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 Tick, Mosquito, or Biting Fly Treatment

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 Termite or Wood Destroying Organism Treatment

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan

General Terms Commercial

- termites or any other wood destroying organism from any tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.
- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.
- 2.27 Plant Nursery Services**
- If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.
- 2.28 Trees Planted and Maintained by Other Contractors**
- The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.
- 2.29 Trees with Cones and Large Seed Pods**
- The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.
- 2.30 Snow Removal**
- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.
- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.
- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.
- 2.31 Installing Lights**
- If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).
- 2.32 Tarpaulins**
- The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.
- 2.33 Fire Damage**
- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.
- 2.34 Cancellation**
- If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the

General Terms Commercial

Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 **Payment**

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 **DISPUTE RESOLUTION**

3.1 **Arbitration**

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 **Limitation of Liability**

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 **MISCELLANEOUS**

4.1 **Client Responsibilities**

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or

safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 **Unrelated Court Proceedings**

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 **Notices**

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 **Amendment; Waiver**

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 **Conflicting Terms**

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 **Entire Agreement**

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



Jon Heaton

Bartlett Tree Experts

6/15/2024 | 7 Photos



Cottageville Park Oak Inspection June 2024

Section 1

I visited Cottagewood Park on 6/3 to assess the current condition of the trees and make recommendations for ongoing care, and recommendations for whether or not to invest in preserving the trees during construction.

Samples from last fall indicate that root rot, soil pH, and nutrient levels are all concerns that need to be addressed. Also, two-lined chestnut borer is a likely cause of some of the tip dieback, or is likely to infest the trees in the future if they aren't currently.

Any construction activities within the critical root zone of the trees has the potential cause significant additional stress. A strong tree preservation plan should be implemented and enforced during construction. Depending on the impact within the critical root zone, further treatments may be needed.

Tree # 1 has significant dieback, but enough canopy left to have greater than a 50% chance of survival with treatment as long as construction impacts are not too significant. This tree also has a buried root collar that should be excavated both for the health of the tree and to check for any root collar defects. I recommend pruning the tree to remove large dead limbs this winter, then again to remove dead tips after it's condition has stabilized.

Tree #2 has a few leaves left on the trunk but is essentially dead. I recommend removing this tree.

Tree # 3 is in very good condition and has a good chance of surviving through construction. I recommend it also receive the treatments mentioned above as well as pruning to remove large dead branches and to provide enough clearance over the park for construction.

Trees # 4 and 5 have moderate tip dieback, but enough remaining canopy to have good chances of recovering with treatment.

Tree # 6 has minimal dieback but is a bit off color and also has a good chance of surviving.

Treatments for root rot will involve applying a granular fungicide to the soil surface. I recommend we avoid applications within 10' of the creek to reduce risk. Any fertilization done will be based off of the soil samples to avoid over-applying nutrients that would be at risk of contaminating the creek.

While ongoing costs will vary, here is a rough summary of anticipated care needed in the future 2025:

Treatment program

Prune to remove large dead limbs and for clearance

Provide additional treatments to assist with tree preservation or mitigate soil compaction

2026:

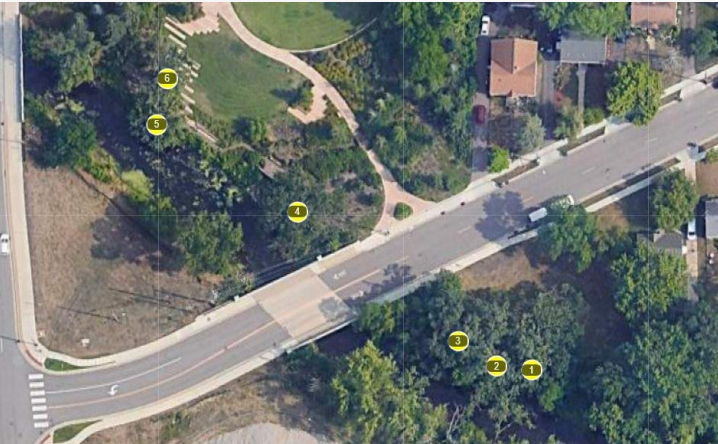
Continue with treatment program

2027:

Continue with treatment program adjusted based on current conditions and any new pest/disease issues

Prune as needed

1



Project: Minnehaha Creek
Date: 6/15/2024, 11:20am
Creator: Jon Heaton

From left to right, oaks 1,2, and 3.

2



Project: Minnehaha Creek
Date: 6/3/2024, 10:58am
Creator: Jon Heaton

3



Oak # 6

Project: Minnehaha Creek
Date: 6/3/2024, 11:35am
Creator: Jon Heaton

4



Oak #5

Project: Minnehaha Creek
Date: 6/3/2024, 11:35am
Creator: Jon Heaton

5

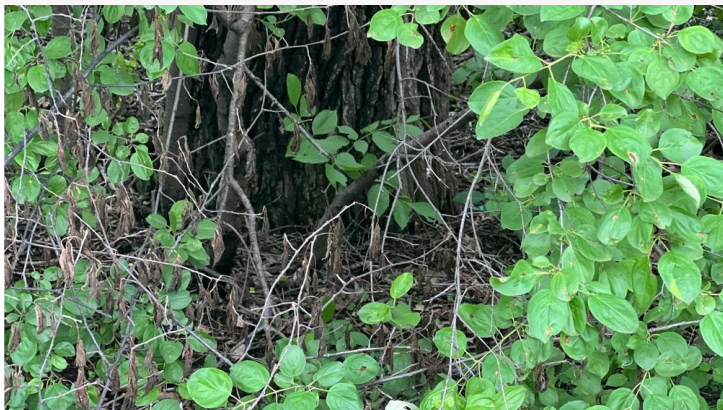
Oak #4



Project: Minnehaha Creek
Date: 6/3/2024, 11:35am
Creator: Jon Heaton

6

Close view of root collar on #3. This should be evaluated after surrounding brush is removed.



Project: Minnehaha Creek
Date: 6/3/2024, 11:40am
Creator: Jon Heaton

7

Close view of buried root collar on #1. This should be excavated.



Project: Minnehaha Creek
Date: 6/3/2024, 11:41am
Creator: Jon Heaton