



Request for Quote – Northern Upper Watershed Sites

February 19, 2025

Vegetation Management Services

1. **PURPOSE:** Implement maintenance of native vegetation at sites within the Minnehaha Creek Watershed District (MCWD). The contract period is for two years (2025-2026).
2. **GENERAL BACKGROUND:** To improve water quality in the Minnehaha Creek Watershed District, the MCWD has implemented vegetation restoration around regional stormwater ponds and restored native vegetation along shorelines, bmps, and within wetlands.
3. **SITE DESCRIPTION:** Detailed site descriptions and service descriptions are attached in Appendix A. Those submitting quotes are encouraged to conduct site visits to supplement the descriptions provided. Site visit(s) to Our Lady of the Lake Rain Garden shall be done with notification to James McDermond-Spies, jmcdermondspies@minnehahacreek.org, at least 24 hours ahead of intended visit so additional contacts can be made.
4. **SPECIFICATIONS:** Specifications for the contract services are attached in Appendix B.
5. **APPENDIX:**
 - i. APPENDIX A: Scope of Services
 - ii. APPENDIX B: Specifications
 - iii. APPENDIX C: Quote Sheet
 - iv. APPENDIX D: Suggested Calendar
 - v. APPENDIX E: Site Plans
 - vi. APPENDIX F: Example Contract
6. **QUESTIONS:** Any questions about the request for quotes should be sent to James McDermond-Spies, jmcdermondspies@minnehahacreek.org before Friday, February 28, 2025 at 10:00 AM CST. All firms interested in replying to this RFQ should provide an email address. Questions will be reviewed by the District and responses distributed to those who have supplied email addresses by Wednesday, March 5, 2025 at 12:00pm.
7. **SUBMITTING QUOTE:** **Quote Due Date: Tuesday, March 11, 2025 at 12:00 pm.** Please submit a completed Quote Sheet (Appendix C), with any supplemental materials, to James McDermond-Spies, jmcdermondspies@minnehahacreek.org. Emailed quotes are acceptable. All quotes will be binding for 60 days from March 11, 2025.
8. **PROJECT TIMELINE:** Services under this agreement should be done in accordance with timing described in Scope of Services (Appendix A), Specifications (Appendix B), Suggested Calendar

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(Appendix D), and/or coordination with MCWD Staff. All work under this agreement must be completed by December 31, 2026.

9. **SELECTION REQUIREMENTS:** In selecting a contractor, the District will consider the quoted price as well as the submitter's experience and capacity, in the District's judgment, to perform the work in a timely and correct fashion.

Those submitting quotes are encouraged to submit information as to similar services completed within the past five years, which should include the date(s), location(s), and client; the contract amount; and client reference contact information.

10. **AWARD OF CONTRACT:** The OWNER's acceptance of the quote will be in the form of a written "Notice of Award" letter, which will specify that the CONTRACTOR execute the Contract and submit the required endorsements and certificates of insurance coverage within ten (10) days from the date of Notice of Award. The OWNER will not execute the Contract until these required items are submitted and have been approved. The CONTRACTOR will have no authority to perform work under this Contract until it receives a signed Notice to Proceed, and OWNER and CONTRACTOR have held a pre-construction conference. OWNER will deliver a Notice to Proceed to the CONTRACTOR upon satisfaction of the above-indicated requirements.

11. **CONTRACT FORM:** Enclosed with this RFQ is the form of contract to be executed between CONTRACTOR and the MCWD. The MCWD may agree to non-substantive document revisions, but CONTRACTOR's quote should be based on the contract form. The submittal should identify any terms of the form of contract that are unacceptable. The MCWD may negotiate a term where it can preserve the substantive intent of the term, but reserves the right to reject a quote that is conditioned on a material alteration of the contract form.

12. **RIGHT TO MODIFY AND WAIVE:** The MCWD reserves the right to:
 - Request additional information or clarification from any or all respondents;
 - Allow one or more respondents to correct errors or omissions or otherwise alter or supplement a quote;
 - Waive any unintentional defects as to form or content of the RFQ or any response submitted.

Any substantial change in a requirement of the RFQ will be transmitted in writing to all parties that have notified the MCWD of the desire to receive responses to questions pursuant to paragraph 6.

13. **RESERVATION OF DISCRETION:** The MCWD reserves the right to accept or reject any or all responses, in part or in whole, and to waive any minor informalities, as deemed in the MCWD's best interest. This RFQ does not obligate the MCWD to enter into a relationship with any entity that responds, or limit the MCWD's right to enter into a contract with any entity that does not respond, to this RFQ.

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14. MINNESOTA DATA PRACTICES ACT:

The MCWD will handle quotes and related submittals in accordance with the Minnesota Data Practices Act, Minnesota Statutes §13.591, subdivision 3(a).

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Appendix A
Scope of Services

Appendix A: Scope of Services

Northern Upper Watershed Sites (9)

1. **PURPOSE:** Implement maintenance of native vegetation at eight sites throughout the Minnehaha Creek Watershed District (MCWD). Sites are located in the upper watershed generally North of Mound and West of Wayzata. The contract period is for two years (2025-2026).
2. **GENERAL BACKGROUND:** To improve water quality in the Minnehaha Creek Watershed District, the MCWD has implemented vegetation restoration around regional ponds, restored native shorelines, and restored native vegetation within wetlands and upland areas.
3. **SITE DESCRIPTIONS:**

3.1 LONG LAKE CREEK WETLAND RESTORATION

Background: The Long Lake Creek Wetland Restoration converted a former wastewater treatment pond next to Long Lake Creek into a wetland with Long Lake Creek flowing through the site. The project was a cooperative venture between MCWD, the City of Long Lake, and Metropolitan Council Environmental Services, Construction complete in 2015. The adjacent site boundaries include private residential properties where buckthorn management has been conducted. The private landowners have been engaged in the development of the project and value its long-term success. On the southern portion of the project site, a small stormwater pond treats drainage from the neighboring residential development. The site's moisture levels are affected by flows from Long Lake Creek and the surrounding drainage area. The site was also prepared with a winter-time prescribed burn and buckthorn removal. The site was planted with 3 native seed mixes according to moisture regime, and 29,600 wetland plugs and 380 shrubs were planted within the site to add structural diversity and screening. A pilot seeding of wild rice was installed in the fall of 2015 in areas where the water depth is roughly 0.5-3 feet deep, however, no germination has been observed to date.

Recent Management: The three-year warranty vegetation management included mowing to reduce annual weeds and reed canary grass cover, hand-wicking of cattails, and spot spraying perennial invasive weeds. Buckthorn re-sprouts have been treated in the woodland areas and tree lines. During the following growing seasons the site was mowed, spot sprayed and cattail was treated. Integrated pest management has been completed onsite through 2024. The turf access paths within the site are maintained by the City of Long Lake as they have existing equipment on site.

Existing Conditions: Vegetation management has been successful throughout the site, reducing hybrid cattail to small patches. Reed canary grass is plentiful, but heavily mixed with native species. Small populations of purple loosestrife, thistles, bird's foot trefoil, and crown vetch are present. Buckthorn and garlic mustard continue to germinate in the woodland areas in the north and northeast of the site. The shrub planting undertaken with construction activities resulted in only 50% success due to initial weed pressure within fences installed for

browse protection. Failed shrubs were replaced by the original vegetation contractor. The approximate native species cover at the end of 2024 growing season was 85%.

Site Standards:

- 90% or greater native species cover site-wide
- Reduce populations of cattail and reed canary grass each growing season
- All invasive species controlled before flowering

3.1.1 LONG LAKE CREEK WETLAND RESTORATION SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete six Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.
- b) **Monitor and complete two hybrid cattail treatments:** Monitor hybrid cattail populations and treat if necessary. Conduct one herbicide treatment in the summer of each growing season; hand-wicking is preferred as populations are interspersed with good native vegetation. Other options may be selected based on moisture conditions and density of cattail with approval of OWNER. This task should be completed only if moisture conditions allow treatment without damage to desirable wetland vegetation.
- c) **Complete two woody invasive follow-up foliar treatments:** In the fall of 2025 and 2026, foliar treat woody invasive seedlings and re-spouts. Cut, stump treat, and slash, and Basal treatment are options for sparse individuals over 4ft in height.

3.2 LONG LAKE PONDS AND SHORELINE

Background: The Long Lake Ponds are wet detention ponds that treat local runoff before flowing into Long Lake. The Long Lake Shoreline project focused on restoring native shoreline vegetation to filter runoff and prevent erosion. The location of the ponds and shoreline within a city park requires the vegetation to be functional as well as aesthetically attractive. The pond buffers were installed in 1996 and the shoreline vegetation was installed in 1999. The total area of the features is 0.70 acre.

Recent Management: The buffer vegetation has been managed at varying levels since 1996 and 1999 but has been more intensively managed since 2009. Since 2009, the site received a rotation of prescribed burns and full site mows since 2009. Management during the 2016-2024 growing seasons included spot spraying, spot mowing, and cattail treatments.

Existing Conditions: Dominant graminoid and sedge species at the site are big bluestem, Canada blue-joint, prairie cordgrass, and switch grass. Dominant forbs include wild bergamot, cup plant, brown-eyed Susan, goldenrod, hemp dogbane, and aster species. Wild raspberry, sumac, sandbar willow and buckthorn are also present. The native vegetation is roughly 35% graminoids and 55% forbs and 10% shrubs and small trees. The approximate native species cover at the end of 2024 growing season was 95%.

Site Standards:

- Minimum of 95% native species cover site-wide
- Control invasive species before flowering
- Decrease cattail cover within ponds
- Mow cup plant early summer to flower shorter and increase view sheds
- Maintain clear walking paths by mowing herbaceous vegetation between bituminous trails and split rail fence (along the shoreline restoration)

3.2.1 LONG LAKE PONDS AND SHORELINE SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete six Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.
- b) **Monitor and complete two hybrid cattail treatments:** Monitor hybrid cattail populations and treat if necessary. Conduct one herbicide treatment in the summer of each growing season; hand-wicking is preferred as populations are interspersed with good native vegetation. Other options may be selected based on moisture conditions and density of cattail with approval of OWNER. This task should be completed only if moisture conditions allow treatment without damage to desirable wetland vegetation.
- c) **Complete one woody foliar follow-up treatments:** Conduct one foliar follow-up in the fall of 2025, targeting woody invasive re-sprouts and seedlings. Also treat re-sprouts of sandbar willow and raspberry so as to contain their footprint. Cut, stump treat, and slash (preferred), and Basal treatment are options for sparse individuals over 4ft in height.

3.3 INDEPENDENCE WETLAND

Background: The wetland was restored in 2001 and the project included vegetation restoration of lowland hardwood forest, oak savanna, tamarack swamp, sedge meadow, and emergent marsh. The site is approximately 38.5 acres. MCWD holds a conservation easement over this property.

Recent Management: The wetland vegetation has been managed at varying levels since 2001 but has been more intensively managed since 2006. The site received prescribed burns, the last being in 2021; a complete site mowing has been conducted staggered with burning last being done in 2023; and hand pulling, spot spraying, and spot cutting as needed throughout the growing seasons of 2009-2024. Full-site spot spraying and spot mowing of invasive species occurred annually through 2024. Buckthorn was cut and treated in the fall/winter of 2016/17.

Existing Conditions: The approximate native species cover at the end of 2024 growing season was 75% with invasive species cover at 25%. Dominant graminoid and sedge species at the site are big bluestem, Canada blue-

joint, lake sedge, tall mannagrass, and three-square bulrush. Dominant forbs include broad-leaf arrowhead, blue vervain, swamp milkweed, prairie spiderwort, and aster species. The native vegetation is roughly 40% graminoids and 60% forbs. Dominant invasive species include reed canary grass, hybrid cattail, Canada thistle, leafy spurge, and bird's-foot trefoil with the majority of the invasive cover being comprised of hybrid cattail and reed canary grass.

Site Standards:

- Support the expansion of existing pockets of native vegetation in the northeast, north upper slope, west central, and southeast restored emergent areas by aggressively managing hybrid cattail and reed canary grass adjacent to these native plant pockets
- Reed canary grass and invasive cattail cover must decrease each year, and populations of native emergent vegetation must expand each year
- Invasive species must be controlled before flowering
- Eliminate existing common and glossy buckthorn in northeast and southwest area of site. Manage re-sprouts

3.3.1 INDEPENDENCE WETLAND SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete four Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct two separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and/or fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.
- b) **Complete two treatments of reed canary grass and hybrid cattail dominated areas of the site:** One treatment of the cattail and reed canary grass dominated areas (greater than 70% cover) throughout the site. Options for treatments include herbicide wicking and foliar herbicide spraying. Spot mowing will be considered a secondary option if site conditions do not allow target use of herbicide. Other options may be considered but require approval from the OWNER. Treatments shall be conducted during the spring/summer of 2025 and 2026 as moisture conditions allow, will likely require low ground pressure tracked equipment. Ideal timing for treatment is during the active growth stage prior to seed set.
- c) **Complete two woody invasive foliar treatments:** Foliar treat buckthorn and all other woody invasive re-sprouts and seedlings in the fall of 2025 and 2026. Individuals larger than 4ft can be cut, slash, and stump treated or basal bark treated.

3.4 JOHNSON / ROLLING HILLS RESTORATION

Background: In 2005 the site was identified by MCWD as a priority parcel for acquisition due to its location within the Painter Creek watershed, its restoration potential, and existing water quality concerns arising from adjacent, off-site land uses. The site was purchased by MCWD in 2006 with the intent of restoring most of the site to native plant communities and potentially reselling approximately 6-9 acres in the southeast corner for residential development. Painter Creek, which runs near the site's western boundary, flows southeast and into Jennings Bay. Since 2008, the MCWD has been working on restoring this segment of Painter Creek through re-

establishment of the creek's meanders and installation of a grade control structure. Restoration on this property began in the fall of 2008 and began with grading activities to form the wetlands along the northern border, which was then followed by native seeding and plantings. Ongoing vegetation management has occurred since the initial restoration in 2008.

Recent Management: Invasive plant management and native plant community restoration has been conducted on the site over the past 11 years (with the exception of the south side). A complete site burn was conducted in April 2012 and the spring of 2017. Other management activities through 2018 included upland mowing, inter-seeding areas where reed canary grass has been controlled and spot spraying perennial weeds and cool season grasses.

Existing Conditions: The upland areas of the site (8.5 acres) have a fairly stable native plant community with isolated patches of Canada thistle and bird's-foot trefoil. The wetland areas (9.5 acres) have some native plant communities but require continued invasive species control for reed canary grass and some hybrid cattail. The native vegetation is roughly 40% graminoids and 60% forbs. The approximate native species cover at the end of 2018 growing season was 75%.

Site Standards:

- Support and expand native plant communities in managed units of the site through reduction and elimination of invasive species
- Reduce reed canary grass and hybrid cattail in emergent wetlands each year
- Reduce populations of Canada thistle and perennial weeds each growing season
- Invasive species must be controlled before flowering
- Minimum of 85% native species cover site-wide

3.4.1 JOHNSON / ROLLING HILLS SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete six Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.
- b) **Complete Two Cattail Treatments:** Annually conduct target treatment of invasive cattails to reduce population by 95% in the wetlands at the corner of County Rd 26 and Rolling Hills drive, the NE corner of the easement. Treatment methods include herbicide wicking and spot spraying but should be as selective as possible.

3.5 COUNTY ROAD 26 REMEANDER (WALDERA BARKUS)

Background: In 2008, MCWD completed a wetland restoration on the 33-acre site, constructed a new, remeandered channel, removed an old ditch channel, lowered an existing downstream weir, and constructed a new weir at County Road 26 to direct low flows though the new creek remeander. Follow up vegetation management and restoration has continued within adjoining wetland and upland areas.

Recent Management: Invasive plant management and native plant community restoration over the last 9 years has included removal of buckthorn, reed canary grass management, and planting and seeding of wet meadow and woodland species. Recent management has focused on supporting and expanding native plant populations through the further reduction of invasive species. Management was limited to spot mowing and spot spraying in 2014 due to high water, but lower water conditions in 2015 allowed for greater access and site-wide management. In 2016 reed canary grass was sprayed with grass specific herbicide; perennial weeds including hybrid cattail and Canada thistle were also spot sprayed in the wetland restoration area. Through a grant with Great River Greening, 9 acres of woody invasive species were forestry mowed and stump treated in the winter of 2018. Species targeted included buckthorn, honeysuckle spp., prickly ash, and gooseberry. A follow-up herbicide of woody invasive re-sprouts and seedlings was conducted in the late fall. In June of 2018, reed canary grass was targeted with a grass specific herbicide and hybrid cattail was treated with glyphosate.

Existing Conditions: Reed canary grass and hybrid cattail persist on the site due to fluctuating water levels. Buckthorn and garlic mustard are present in the woodlands on the western portion of the site. Pockets of desirable native vegetation have a foothold and are expanding. Woody invasive re-sprouts are prolific and will require ongoing control.

Site Standards:

- Limit the encroachment of invasive cattails from the creek corridor to the east
- Reduce invasive wetland species cover each growing season
- Invasive species must be controlled before flowering
- Aggressively manage woody invasive re-sprouts and seedlings

3.5.1 COUNTY ROAD 26 REMEANDER SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete six Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.

3.6 RYE

Background: The MCWD acquired this 23 acre property in 2009. The upland area located in the southern 4 acres of the site (along Highway 26), was historically row cropped for agriculture. This area was planted in upland native grasses in spring 2010 primarily as an erosion prevention measure. Approximately 6 acres of degraded lowland and upland open woods lie just north of this area. The northwest edge of the property borders the Painter’s Marsh water quality improvement pond which was constructed in the mid-1980s.

Recent Management: Through a grant with Great River Greening, management activities on this site resumed in 2018. Approximately 6 acres of the property, received woody invasive species management. Invasive species including buckthorn, honeysuckle spp, prickly ash, and gooseberry were cut and stump treated in the winter of 2018. Follow-up herbicide treatment was conducted in the fall. In the late summer of 2018 the 4 acres of

upland prairie in the southern portion of the site received a haying treatment. The site was mowed, hay was baled and then removed from the property. Integrated pest management has been completed on site as recently as 2024.

Existing Conditions: The approximate native species cover in the 4 acre prairie at the end of 2024 growing season was 95%. Dominant graminoid species at the site are fescue, little bluestem, and big bluestem. Dominant forbs include goldenrod, grey-headed coneflower, common milkweed, wild bergamot, and aster species. The native vegetation is roughly 70% graminoids, and 30% forbs. Dominant invasive species include Canada thistle, cool season grasses, and bird's-foot trefoil. The 6 acres of woodland to the north are a mix of native and non-native deciduous species, dominated by and understory of willow, buckthorn, and reed canary grass.

Site Standards:

- Minimum 90% native species cover in the prairie management area
- Invasive species must be controlled before flowering
- Manage woody invasive re-sprouts and seedlings in the woody invasive management area

3.6.1 RYE PROPERTY SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete five Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.
- b) **Complete one Fall woody and Cool season grass treatment:** During the Fall following dormancy the majority of native species conduct a foliar spray of woody invasive species and cool season grasses.

3.7 CHUTE

Background: The Chute property consists of 17 acres of lowland hardwood forest, oak savanna, tamarack swamp, sedge meadow and emergent marsh. The eastern edge of the property borders the Painter's Marsh water quality pond established in the mid 1980's. The site was formerly a horse boarding facility and prior to restoration efforts was horse pasture comprised of non-native pasture grasses including numerous weedy species such as reed canary grass, orchard grass, clover spp., and mustard spp. Along the woodland streambank, plant survey data from 2012 included native species such as, wild geranium, Virginia creeper, aster spp, hog peanut, and poison ivy. The most abundant invasive species in this area were buckthorn and garlic mustard.

Recent Management Through a grant with Great River Greening new restoration efforts began in the winter of 2018 on an approximately 8 acre section of the property which was formerly horse pasture. In addition, approximately 1.5 acres of adjacent woodland streambank were targeted for woody invasive removal. Woody invasive species were cut and stump treated in the winter of 2018. Species controlled included buckthorn, honeysuckle spp., prickly ash, and gooseberry. After herbicide treatments the site was burned in mid-summer.

Post burn, a follow-up herbicide treatment was conducted. In September 2018 the site was drill-seeded with state mix 35-241 mesic prairie general, and a woody invasive follow-up treatment was conducted in October 2018.

Existing Conditions: Ongoing maintenance has occurred on site through Fall 2024. Reed canary grass, bird's-foot trefoil, thistle, smooth brome, and woody encroachment need to be managed.

Site Standards:

- Support the establishment of previously seeded restoration
- Control invasive species prior to flowering
- Reduce populations of weedy species each growing season
- Aggressively manage reed canary grass and invasive cattail at edges of restored area
- Manage re-sprouts and seedlings of woody invasive species

3.7.1 CHUTE SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete six Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.
- b) **Conduct one Cool Season Grass treatment:** Conduct grass specific herbicide treatment to reduce the cover of dense cool season grasses. Treatment should be target to cool season grasses and done in the fall 2025.

3.8 OUR LADY OF THE LAKE RAINGARDEN

Background: Our Lady of the Lake Raingarden is a drainage trench raingarden installed in cooperation with the City of Mound in 2006. Following warranty period maintenance, the raingarden received periodic maintenance until 2013 when regular seasonal maintenance including mowing, debris removal, and spot herbicide application was completed.

Recent Management: During the growing seasons of 2013-2024, the site was managed with mowing to remove accumulated vegetative debris and spot spraying to manage Canada thistle, common burdock, crown vetch, and buckthorn seedlings.

Existing Conditions: The rain garden is dominated by native species. However, due to its location, the site receives considerable runoff and has significant weed pressure.

Site Standards

- Maintain 90% or more native species cover
- Control invasive species before flowering
- Expand native plant communities through invasive species control
- **CONTRACTOR must notify MCWD at least 24 hours prior to site visits so that MCWD may notify property owner.**

3.8.1 OUR LADY OF THE LAKE RAINGARDEN SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- a) **Complete two full site mows:** One complete mowing (cutting height ~6”) of the site shall be conducted during the Fall or early winter (dormant season) of 2025 and 2026. Cut Material should be mulched as much as possible and thus will not need to be removed from site.
- b) **Complete four Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct two separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.

3.9 JENNINGS BAY WETLAND RESTORATION

Background: The Jennings Bay Wetland Restoration is a project cooperatively built between the Minnehaha Creek Watershed District and the City of Minnetrista. As part of compensatory floodplain storage requirements for separate District and City of Minnetrista projects, the entities partnered to complete a wetland restoration adjacent to Jennings Bay in Lake Minnetonka. The wetland restoration created flood volume replacement by excavating and re-grading the land to reestablish wetland fringe hydrology and restored wetland conditions. The wetland restoration project comprises 1.9 acres of the 3.26 acre parcel and includes 0.75 acres of wetland restoration and approximately 1.15 acres of surrounding buffer and upland enhancement.

Recent Management: Initial construction of the wetland mitigation and restoration of the upland areas occurred in 2016-2017 and a three year, vegetation maintenance warranty period followed. Throughout the establishment period the site received a combination of spot mowing and herbicide applications. Trees and shrubs which failed after the initial planting were replaced, tree guards were installed to prevent browse, and the upland areas were re-seeded with shade tolerant grasses. Integrated pest management has been completed on site through 2024.

Existing Conditions: Management of invasive species in the wetland has been successful. Native wetland species such as blue vervain are prevalent with patches of reed canary grass, hybrid cattail, and some miscellaneous purple loosestrife. The upland understory is however dominated by invasive grasses, creeping Charlie, garlic mustard, and buckthorn seedlings/re-sprouts which will require ongoing management. Upland enhancement included the planting of trees and shrubs, which despite moderate deer browse, has been mostly successful. Understory in the upland area lags behind in native vegetation establishment primarily due to shady conditions, creeping Charlie, and fox activity.

Site Standards:

- Minimum of 80% native species cover site-wide

- Reduce populations of wetland invasive species each year
- Reduce populations of upland invasive species each year
- Control invasive species before flowering
- Maintain control of garlic mustard and buckthorn in upland areas & woodland fringe

3.9.1 JENNINGS BAY SITE DELIVERABLES (CONTRACT SERVICES):

MCWD will contract the services of a CONTRACTOR to complete on a recommended schedule (Appendix D) the task items detailed below through 2026.

- d) **Complete four Vegetation Management treatments:** During the growing seasons of 2025 and 2026 conduct three separate visits, each year, to control invasive and undesirable vegetation (Appendix B: Specifications 3.4) throughout. Management visits should generally be timed in the spring, summer, and fall as outlined in the recommended calendar (Appendix D). These treatments can be any combination of spot herbicide, spot mowing, hand pulling, herbicide wicking, cut stump herbicide, basal bark herbicide and/or other methods. These treatments need to meet the site standards listed above and be generally considered effective control methods, for the species being controlled and timing of treatments. Treatment methods should be selected to minimize off target disturbance. If treatments are in question seek approval from the OWNER before applying treatment.

3.9.2 JENNINGS BAY SITE ACCESS:

- a) The site is accessed through a maintenance easement over the adjacent parcel. Site access will be coordinated between OWNER and CONTRACTOR.

4. CONTRACT DELIVERABLES:

4.1 MONITORING AND REPORTING

Early season management assessment: CONTRACTOR will inspect all sites (Section 3, above) in the spring/summer (2025) to assess this years (2025) management actions and project management and enhancement needs for the following year (2026). This assessment should be distilled into a 1-2 page report to the OWNER. Report shall include a brief description and approximate timing of the intended management on each site for the year (2025). The rest of the report will list additional management and enhancements that are recommended on each site for the following year (2026). Each recommendation shall have a description of activity proposed and an explanation of why it is needed.

End of year report: CONTRACTOR shall compile and submit a summary report of the seasons management activities at all sites (Section 3, above), which includes site conditions, management actions taken, and any changes or additions to the recommended management for the following year (2026).

Appendix B
Specifications

APPENDIX B: Specifications 2025

SECTION 1 NATIVE PLANTING & SEEDING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Work: Shall consist of furnishing, transporting and installing all seeds, live plants and other materials required for:
 - 1. The establishment and protection of live plants.
 - 2. The establishment and protection of seeded areas.
 - 3. Any remedial operations necessary to meet performance standards as specified in this document.
 - 4. The provision of post-planting management as specified.

1.2 QUALITY ASSURANCE

- A. Contractor Requirements
 - 1. Materials and Work covered in this Section shall be in compliance with State Standards; local municipal, watershed, and other applicable requirements; DOT or DNR guidelines for landscape plantings except as modified herein. If a conflict exists between specifications, the more rigorous shall govern.
- B. Quality Control Procedures
 - 1. Landscape materials shall be shipped with "Certificates of Inspection" as required by governmental authorities and in compliance with governing regulations applicable to landscape materials.
 - 2. Substitutions shall not be made without written approval of MCWD. If specified landscape material is not obtainable, Contractor shall submit to MCWD proof on non-availability and a proposal for use of equivalent material.

1.3 GUARANTEES

- A. Live Plants
 - 1. Contractor shall guarantee furnishing and installation of live plants through one full growing season after planting. Replace in accordance with the drawings and specifications, all plants that are dead or, as determined by MCWD, are in an unhealthy or unsightly condition, and have lost their natural shape. The cost of such replacement/s is at contractor's expense.
- B. Natural Areas Seeding
 - 1. Contractor shall guarantee seeded areas through November 30, 2026 and until final acceptance. See SECTION 2, Natural Areas Management for performance standards. Areas that have not met performance standards because native plants have not become successfully established or because native plants have been out competed by identified exotic species and/or identified aggressive native

species or destroyed by herbicide drift at any time prior to end of contract term shall be re-seeded with original density and species approved in writing by MCWD.

- C. Warranty shall not include damage or loss to trees, plants or ground covers caused by fires, freezing rains, lightning or wind storms, winter kill caused by extreme cold (-35° F for Minneapolis/St. Paul), acts of vandalism, or negligence on the part of the Owner.

1.4 PERMITS AND CODE COMPLIANCE

- A. Comply with applicable requirements of the laws, codes, ordinances and regulations of Federal, State, Municipal and other authorities having jurisdiction. Obtain necessary permits/approvals from all such authorities.

PART 2 – MATERIALS

2.1 LIVE PLANTS

- A. Contractor shall deliver plants after preparations for planting have been completed and install plants within 48 hours of delivery. Plants stored on site shall be given proper horticultural care until installation. Proper horticultural care entails: watering, shading, providing for proper drainage, providing for protection from pests and disease, providing adequate sunlight to ensure average healthy growth per that season of growth, and protection from weather and mechanical damage.
- B. Plants shall not be removed from containers until planting time.
- C. Plants shall be free from insects and diseases and must show appearance of normal health and vigor.
- D. Plants shall be true to their name as specified. Their origin shall be known to be local within a 200 mile radius of the project location and species and subspecies native to the project location's county unless otherwise specified. Plant origins beyond a 200 mile radius shall be submitted in writing to the MCWD for approval.
- E. All plant material, including collected stock, shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestations.

2.2 SEED MIXTURES

- A. Applicable Conditions: The following applies to all Contractor supplied seeds.
 - 1. Seeds shall be blended by the vendor and the mixture and ratio shall be guaranteed in writing to be as specified by percentage or weight in the Seed and Plant Lists. This is a submittal required of the Contractor prior to the seeding installation.
- B. Seed Requirements: All seeds shall conform to the following requirements.
 - 1. All seed shall be packed and covered in such a manner as to ensure adequate protection against damage and maintain dormancy while in transit, storage, or during planting operations.

2. All seeds shall have the proper stratification and/or scarification to break seed dormancy for other than fall planting.
3. All seeds shall be true to their name as specified. Their origin shall be known to be local within a 200-mile radius of the project location and species and subspecies native to the area in the project location's county unless otherwise specified.
4. Species and quantities to be planted shall be those specified in the attachments to this document. Seed mixtures shall be proportioned by seed count and seed count percentages. Seed mixtures and any substitutions or changes shall be submitted in writing to MCWD for approval.
5. Seeds shall be free of all currently listed MN DNR noxious weed species seeds.

2.3 ACCESSORIES

A. General Requirements:

1. Water must be free of harmful substances.
2. Hoses, pumps, and other methods of watering furnished by Contractor.

2.4 HARDWOOD MULCH

- ### A. Mulch shall be MNDOT 3882, Type 6, Shredded Hardwood Mulch.

2.5 STRAW MULCH

- ### A. Straw shall be weed seed free, threshed MNDOT type 3 (grain straw: oats or wheat), 7 (prairie mulch – no seeds)

PART 3 – EXECUTION

3.1 SEEDING AND PLANTING SCHEDULE

A. Seeding and Planting Plan

1. At least three weeks prior to beginning work in each area, Contractor shall submit a seeding and planting plan for approval by MCWD. This plan shall include proposed methods of planting, species, quantities, types of propagules, proposed surface preparation, and equipment.

3.2 SEEDING AND PLANTING

A. General

1. Contractor to verify all utility locations prior to any digging or transplanting.
2. Provide preliminary staking of seeding and planting areas using stakes or paint. Mark the edge of any planting bed. Use relationship to bituminous pad and trails as the primary factor in locating plants; then follow spacing guide as noted in plant list (adjusting if necessary). Obtain MCWD's approval of plant staking prior to planting.

B. Seeding and Planting Dates

1. Seeding Dates for all Seed Mixes: May 1 - July 15; September 15th - first frost. Dormant Seeding shall be performed after the first frost.
2. All Planting shall be performed between May 15 and October 1, unless pre-approved in writing by MCWD. Plantings must be watered dependent on conditions in order to ensure survival. Replacement for dead plants will be contractor responsibility through November 31, 2026.
3. Seeding and planting dates can be adjusted as needed with written approval by MCWD to accommodate weather conditions.

C. Seeding

1. MCWD shall be notified 24 hours prior to beginning the seeding operations, for each site.
2. Where a broadcast method of seeding is used, the following requirements shall be followed:
 - a. The broadcast method will use broadcast seeding equipped with an agitator that effectively prevents seed from bridging or plugging. Seed shall be broadcast twice over each area to help insure even distribution. The seeded area shall be hand-raked or dragged with an implement to the extent necessary to cover a majority of the seed with 1/8" to 1/4" of soil.
 - b. Hand broadcasting is allowed on small, narrow, or steep sites. Seed shall be continuously mixed by hand to ensure even distribution of species in seeded area. Seed shall be broadcast twice over each area to help insure even distribution. The seeded area shall be hand-raked or dragged with an implement to the extent necessary to cover a majority of the seed with 1/8" to 1/4" of soil.
3. Within 12 hours, if conditions permit or as soon thereafter as practical, all seeded areas shall be rolled at right angles to the line of run-off with an approved type roller or cultipacker to compact the seedbed to place the seed in contact with the soil.
4. The Contractor shall be fully responsible for implementing and maintaining permanent and temporary erosion control measures within prescribed planting areas for duration of monitoring period.
5. Mulch: All natural seeding areas are to receive straw mulch as follows:
 - a. Straw mulch shall be applied immediately to all seeded areas.
 - b. Upon application of straw mulch, disc anchor or crimp immediately with an industry-wide approved crimper.
 - c. Mulch shall be provided minimum 90% coverage of exposed soil, installed at a rate of 2 tons per acre.

D. Planting

1. Space plants in accordance with indicated dimensions.
2. Planting Technique

- a. Level topsoil in planting area before installation of plant materials.
- b. Excavate a hole with a hand trowel. Place plug in hole with soil level of pot level equal with finished grade and allow the plant to emerge from the hole. Remove plastic pots from roots and recycle. Peat pots are to remain in contact with root and planted in planting hole.
- c. After plant material installation, water bed area thoroughly as to settle all plants.

3.3 WATER FOR NATIVE LANDSCAPING

- A. Water for landscaping shall be obtained by the Contractor at his/her expense.

3.4 FINAL CLEAN-UP

- A. Upon completion of the work and before preliminary acceptance and final installation payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, and debris of every kind.
- B. The Contractor shall leave the site of the work in a neat and orderly condition equal or better than that which originally existed.
- C. Surplus materials removed from the site of the work shall be disposed of in a legal and appropriate manner.

PART 4 - MATERIALS, MIXES AND QUANTITIES

4.1 SEED MIXES

- A. Seeding Dates for all Seed Mixes: May 1 - July 15; September 15th - first frost. Dormant Seeding shall be performed after the first frost.
 1. Seed Mix Composition
 - a. Seed mixtures shall be proportioned by seed count and seed count percentages. Percentages of each species are based on seed counts of cleaned seed. All seed shall be cleaned to the bare caryopsis, or as close to the caryopsis as possible, without damaging the seed viability. Canada wild rye is an exception because it loses viability when it is de-awned. Target seed counts are as listed in the most current Prairie Moon Nursery Cultural Guide.
 - b. Seed shall be provided on a Pure Live Seed Basis, defined as the actual weight required to equal one pound of 100% pure, germinable seed. A PLS correction factor shall be determined by multiplying the percent purity by the percent germination, based upon tests by an independent seed laboratory. The PLS correction factor shall be used to calculate the total actual weight of seed required to constitute a PLS pound of seed.

SECTION 2 VEGETATION MANAGEMENT

PART 1 – GENERAL

1.1 This section describes the management techniques that are recommended to ensure successful establishment and enhancement of vegetation. For the purpose of this contract, the management period is defined differently for each site.

1.2 SUBMITTALS

A. Maintenance Records

1. Contractor shall submit to MCWD a written record of maintenance activities performed within 30 days of each maintenance activity. MCWD will provide a maintenance log template to be used by Contractor. Payment requests shall not be processed until the maintenance log for activities billed has been received by MCWD. This record shall include at a minimum:
 - a. A record of invasive species controlled, the approximate location and densities of invasive species present, and herbicide and pesticide application records. Additionally, Contractor shall submit a written record of herbicide and pesticide applications to the Minneapolis Park and Recreation Board (MPRB) within 24 hours for applications made on their properties (Cedar Lake Meadows, SW Bde Maka Ska Pond, Gateway Pond, Amelia Pond, and Knoll Pond.) Glyphosate is prohibited on MPRB property. Areas treated with herbicides or pesticides must be posted for 48 hours following application at all sites.
 - b. Method used to control each species, including:
 - i. Mowing techniques and cutting heights.
 - ii. Herbicide type, concentration, and application method used.
 - iii. Hand pulling and whether or not species was removed from site.
 - iv. Proposed maintenance activities for successive maintenance.
 - c. Plans showing location of re-vegetated areas with documentation of species lists, supplier, certifications, and quantities for re-vegetation.

B. Annual Reports

1. Contractor shall submit a written annual report by June 1st, annually, that summarizes current conditions and maintenance activities for the remainder of the year and projected needs for the following year, for each site. These reports shall include:
 - a. A description of general site condition including common native species, invasive species and dominant cover onsite.
 - b. Expected management tasks for the current year
 - c. Proposed management and enhancement for the upcoming year, with explanations of goals and reason needed.
 - d. Provide a map of proposed management and enhancement areas
2. Contractor shall submit a written annual report by December 31, annually, for each site that summarizes the management activities completed by the Contractor during the past calendar year. These reports shall include:

- a. A list of common invasive species and their proposed management
- b. A list of dominant species and their estimated density of cover
- c. Site challenges
- d. General observations, including an estimate of native species cover
- e. Dates of work carried out and along with a summary of the work
- f. Update to proposed management for the upcoming year
- g. Provide a map of any newly vegetated areas and include species mix and/or plant list

1.3 QUALITY ASSURANCE

A. Contractor Requirements

If applying herbicides, the Contractor must have a knowledge and understanding of all current relevant legislation and codes of practice relating to the supply, storage and use of herbicides. Contractor and all workers in contact with herbicides shall comply with all applicable requirements related to herbicide use.

1.4 PERMITS AND CODE COMPLIANCE

1. Comply with applicable requirements of the laws, codes, ordinances and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary permits/approvals from all such authorities.
2. Contractor shall obtain all required burn permits and abide by all applicable burn regulations.

1.5 COORDINATION

1. All maintenance activities shall be coordinated with MCWD. Notify MCWD at least 48 hours before all maintenance activities commence. Failure to provide above notifications shall result in \$500 fine deducted from Contractor's Payment Request.
2. Coordinate Management Work with all other work that may impact completion.

PART 2 - PRODUCTS

2.1 HERBICIDE

A. Woody or Herbaceous Plants in Upland Areas

1. Broad spectrum, non-selective herbicide used to eliminate undesirable woody and herbaceous vegetation in upland areas (as defined by applicable regulations). Herbicide shall contain 53.8% glyphosate and 46.2% inert ingredients. Submit product literature to MCWD, at least 2 weeks in advance of use, for approval.
2. Selective, broad-leaf herbicide.
3. Selective grass herbicide

B. Woody or Herbaceous Plants in Wetland Areas

1. Broad spectrum, non-selective herbicide used to eliminate undesirable woody and herbaceous vegetation in wetland areas designed for use in areas with proximity to water bodies where upland herbicides are not allowed per applicable regulations. Herbicide shall contain 53.8% glyphosate

and 46.2% inert ingredients, and shall be labeled safe for use in wetland areas. Submit product literature to MCWD, at least 2 weeks in advance of use, for approval.

C. Woody Plants Alternative

1. Garlon III or IV or equal with marker dye. Submit product literature to MCWD, at least 2 weeks in advance of use, for approval.

D. OTHER HERBICIDES

1. For approval of any other herbicides, submit product literature and proposed uses and application methods to MCWD, at least 2 weeks in advance of use, for approval. Other herbicides shall not be used without written approval of MCWD.

PART 3 – EXECUTION

3.1 BURNING

- A. Burn Foreman to be S-130 & S-190 National Wildfire Coordination Group Certified or approved equal with a minimum experience level of 10 prescription burns. Burn foreman and all crew members should have up to date qualifications and certifications.
- B. Obtain MN DNR Permit and all other permits required by local and other authorities prior to burn.
- C. Contractor shall comply with all local regulations and be responsible for all prescribed burn notification procedures as requested.
- D. Prescription Burn Conditions
 1. 5 to 15 mph blowing ground winds with 10 to 20 mph upper level winds.
 2. Air at 25% to 65% relative humidity. Litter at 4 hour drying ideal.
 3. Air temperature at 35 to 85 degrees F.
 4. Contractor must check with MPCA regarding the Air Quality Index for the Twin Cities. Burning cannot occur if indices exceed 100 in value. AQI values are available by calling 651-297-1630 or through the web at www.pca.state.mn.us
 5. Contractor must notify MCWD of intent to burn 24 hours in advance of the targeted burn window.
 6. Contractor must notify MCWD as to whether or not the burn is on for the day and the approximate timeline for the burn (start and stop times).
 7. MCWD will make calls to residents/businesses who have requested notification of the burn.

3.2 MOWING

A. Frequency

1. Native vegetation shall be mowed to a height of approximately 6" if a spring mow has been prescribed.
2. During the growing season, once native vegetation reaches a height of approximately 30" it shall be mowed to a height of 8-12" if it is located in a viewshed (i.e., in front of a bench.)
3. Annual weeds shall be mowed as necessary throughout maintenance period to prevent flowering and seed maturation of weed species.

4. On sites where Canada thistle, bull thistle, and purple loosestrife are abundant, plants should be managed by mowing periodically, to prevent flowering and seed maturation, throughout the growing season, spot herbicide application should be conducted in the spring and fall as necessary.
5. The mowed trails that are to be part of the Six Mile Marsh Prairie Restoration are mowed throughout the growing season to maintain the walking surface. Locations of these trails will be determined in the field with Contractor and Owner.

B. Methods

1. Seeded areas shall be mowed with a rotary or flail type mower with a cutting height of 4-6 inches when vegetation and soil are dry enough to mow without causing damage to the vegetation or the site. Clippings shall be left in place.

C. Site Conditions

1. Existing grade conditions will be maintained. In the event of soil disturbance (i.e. rutting and tracking) resulting from equipment, area will be regraded and repaired via seeding or planting to initial conditions.

3.3 CONTRACTOR INSPECTIONS

- A. Contractor shall inspect a site a minimum of two times per growing season (once in May or June, once in August) and submit description of proposed maintenance activities to MCWD for written approval.
- B. Proposed maintenance activities description shall include a schedule of proposed maintenance activities, list of herbicides used, herbicide concentrations, target species for each chemical, proposed methods for chemical preparation, application and equipment.

3.4 Controlling Unacceptable Species

A. Species

1. Herbaceous Unacceptable Species

- a. The following invasive species shall be controlled in all areas within project limits to the level of the specified performance standards: Smooth brome - *Bromus inermis*, Crown vetch - *Coronilla varia*, Foxtail - *Setaria* spp., Leafy spurge - *Euphorbia esula*, Japanese knotweed - *Polygonum cuspidatum*, Bird's-foot trefoil - *Lotus corniculatus*, Canada thistle - *Cirsium arvense*, Musk or nodding thistle - *Carduus nutans*, Orange hawkweed, *Hieracium auranti*, Perennial sow thistle – *Sonchus arvensis*, Queen Ann's lace - *Daucus carota*, Wild parsnip - *Pastinaca sativa*, Amur silver grass - *Miscanthus sacchariflorus*, Bull thistle - *Cirsium vulgare*, Cow vetch and hairy vetch - *Vicia cracca*, *Vicia villos*, Flowering rush - *Butomus umbellatus*, Grecian foxglove – *Digitalis lanata*, Giant reed – *Phragmites australis*, Reed canary grass – *Phalaris arundinacea*, Giant ragweed - *Ambrosia trifida*, Common ragweed - *Ambrosia artemisiifolia*, Butter and eggs - *Linaria vulgaris*, Common tansy - *Tanacetum vulgare*, Creeping Charlie - *Glechoma hederacea*, Hoary alyssum – *Berteroa incana*, Yellow iris - *Iris pseudacorus*, Hybrid cattail – *Typha x glauca*, Narrow-leaved cattail – *Typha angustifolia*, Purple loosestrife - *Lythrum salicaria*, Yellow sweet clover - *Melilotus officinalis*, White sweet clover - *Melilotus alba*, Curly dock - *Rumex crispus*, Garlic mustard - *Alliaria petiolata*, Kentucky bluegrass – *Poa pratensis*, Burdock – *Arctium minus*, Knapweed – *Centaurea* spp.,

Black swallow-wort – *Cynanchum louiseae*, British yellowhead - *Inula britannica*, Common teasel – *Dipsacus fullonum*, Cut-leaved teasel – *Dipsacus laciniatus*, Palmer amaranth – *Amaranthus palmeri*, Giant hogweed – *Heracleum mantegazzianum*, Japanese hedge parsley - *Toriiis japonica*, Japanese hops – *Humulus japonicus*, Dalmatian toadflax – *Cinaria dalmatica*, Narrowleaf bittercress – *Cardamine impatiens*, Oxeye daisy – *Leucanthemum vulgare*, Poison hemlock – *Conium maculatum*, Yellow starthistle – *Centaurea solstitialis*.

b. All flowers and seedheads of the following species shall be physically removed from the site: Purple loosestrife - *Lythrum salicaria*, Yellow sweet clover - *Melilotus officinalis*, White sweet clover - *Melilotus alba*, Curly dock - *Rumex crispus*, Garlic mustard - *Alliaria petiolata*.

c. Hybrid cattail – *Typha x glauca*, Narrow-leaved cattail – *Typha angustifolia* shall be mowed to the level of ice in during the winter season.

d. Poison ivy – *Toxicodendron radicans* shall be eradicated or controlled for public safety along rights-of-way, trails, public access areas, or on areas of lands where public access is granted.

2. Woody Unacceptable Species

a. The following woody invasive species and all woody invasive species on the state invasive species list shall be cleared and stumps shall be treated with herbicide: Buckthorn - *Rhamnus* spp. and *Fangula alnus*, Honeysuckle - Exotic *Lonicera* spp., Asian Mulberry - *Morus alba*, Amur Maple - *Acer ginnala*, Russian olive - *Elaeagnus angustifolia*, Siberian peashrub - *Caragana arborescens*, Japanese barberry - *Berberis thunbergii*, Common barberry - *Berberis vulgaris*, Norway Maple - *Acer platanoides*, Siberian elm - *Ulmus pumila*, Multiflora rose – *Rosa multiflora*, Oriental bittersweet – *Celastrus orbiculatus*, Tree of Heaven – *Ailanthus altissima*, Porcelain berry - *Ampelopsis brevipedunculata*. Black locust - *Robinia pseudoacacia*, volunteer willow species outside of bioengineering areas- *Salix* sp, and volunteer Common Prickly Ash with in high traffic area – *Zanthoxylum americanum*. Stump resprouts shall be treated with herbicide according to manufacturer's application rates, times, and temperatures.

B. Install warning signs to alert public of herbicide use. Include at a minimum the following on the sign: chemicals applied, date applied, how long to stay off herbicide treated area, other information required by the product label, other information required by local regulations. Remove signage once treated areas are safe to use again.

C. Herbicide treatments shall be performed in accordance with manufacturer's recommendations and shall follow at least a 2 hour dry period with no precipitation or dew, with temperatures above 35 degrees F and wind less than 15mph.

PART 4 - PERFORMANCE STANDARDS

4.1 See "Site Standards" and "Site Deliverables (Contract Services)" sections within the Scope of Services for maintenance and coverage requirements applicable to each site.

Appendix C

Quote Sheet

Northern Upper Watershed Sites (9)

Long Lake Creek Wetland Restoration (9 acres): 5.2 acres wetland mgmt., 1 acre woody invasive mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.1.1a	Vegetation Management	Each	6	\$ -	\$ -
3.1.1b	Cattail Treatment	Each	2	\$ -	\$ -
3.1.1c	Woody Invasive Treatment	Each	2	\$ -	\$ -
				Subtotal	\$ -

Long Lake Ponds and Shoreline: 0.7 acres mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.2.1a	Vegetation Management	Each	6	\$ -	\$ -
3.2.1b	Cattail Treatment	Each	2	\$ -	\$ -
3.2.1c	Woody invasive treatment	Each	1	\$ -	\$ -
				Subtotal	\$ -

Independence Wetland (38.5 acres): 36 acres wetland mgmt., 2.5 acres woodland mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.3.1a	Vegetation Mangement	Each	4	\$ -	\$ -
3.3.1b	Cattail and RCG Treatments	Each	2	\$ -	\$ -
3.3.1c	Woody Invasive Treatments	Each	2	\$ -	\$ -
				Subtotal	\$ -

Johnson/Rolling Hills Restoration (35 acres): 13 acres wetland mgmt., 18 acres upland prairie mgmt., 8 acres restore prairie					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.4.1a	Vegetation Management	Each	6	\$ -	\$ -
3.4.1b	Cattail Treatments	Each	2	\$ -	\$ -
				Subtotal	\$ -

County Road 26 Remeander / Waldera Barkus (33 acres): 15 acres wetland mgmt., 9 acres woody mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.5.1a	Vegetation Management	Each	6	\$ -	\$ -
				Subtotal	\$ -

Rye Property (24 acres): 4 acres prairie mgmt., 6 acres. woodland invasive mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.6.1a	Vegetation Management	Each	5	\$ -	\$ -
3.6.1b	Fall Woody and Grass Treatment	Each	1	\$ -	\$ -
				Subtotal	\$ -

Chute Property (17 acres): 8 acres prairie/meadow mgmt., 1.5 acres woodland invasive mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.7.1a	Vegetation Management	Each	6	\$ -	\$ -
3.7.1b	Cool Season Grass Treatment	Each	1	\$ -	\$ -
				Subtotal	\$ -

Our Lady of the Lake Raingarden: 275-linear feet mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.8.1a	Full Site Mow	Each	2	\$ -	\$ -
3.8.1b	Vegetation Management	Each	4	\$ -	\$ -
				Subtotal	\$ -

Jennings Bay Wetland (1.9 acres): 0.75 acres wetland mgmt. 1.15 acres upland mgmt.					
Item #	Item	Unit	Quantity	Unit Price	Total Price
3.9.1a	Vegetation Management	Each	4	\$ -	\$ -
				Subtotal	\$ -

Monitoring and Reporting					
Item #	Item	Unit	Quantity	Unit Price	Total Price
4.1a	Early Season Assessment	Each	2	\$ -	\$ -
4.1b	End of Year Report	Each	2	\$ -	\$ -
				Subtotal	\$ -

TOTAL	\$ -
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Appendix D
Suggested Calendar

Site	Task	2025				2026			
		Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Long Lake Creek Wetland	Vegetation Management								
	Cattail Treatment								
	Woody Invasive Treatment								
Site	Task	2025				2026			
Long Lake Ponds and Shoreline	Vegetation Management								
Cattail Treatment									
Woody Invasive Treatment									
Site	Task	2025				2026			
Independence Wetland	Vegetation Management								
Cattail and RCG Treatment									
Woody Invasive Treatment									
Site	Task	2025				2026			
Johnson/Rolling Hills	Vegetation Management								
Cattail Treatment									
Site	Task	2025				2026			
Cty Rd 26 Remeander	Vegetation Management								
Site	Task	2025				2026			
Rye Property	Vegetation Management								
Woody and Grass Treatment									
Site	Task	2025				2026			
Chute Property	Vegetation Management								
Cool Season Grass Treatment									
Site	Task	2025				2026			
Our Lady of the Lake Raingarden	Full Site Mow								
Vegetation Management									
Site	Task	2025				2026			
Jennings Bay Wetland	Vegetation Management								
Site	Task	2025				2026			
Monitoring and Reporting	Early Season Management Assesment		Due				Due		
End of Year Report					Due				Due

Appendix E

Site Plans

Long Lake Creek Wetland



Site Size: 9 Acres
Management Area: 6 Acres

 Property Boundary

 Management Area



Long Lake Pond and Shoreline

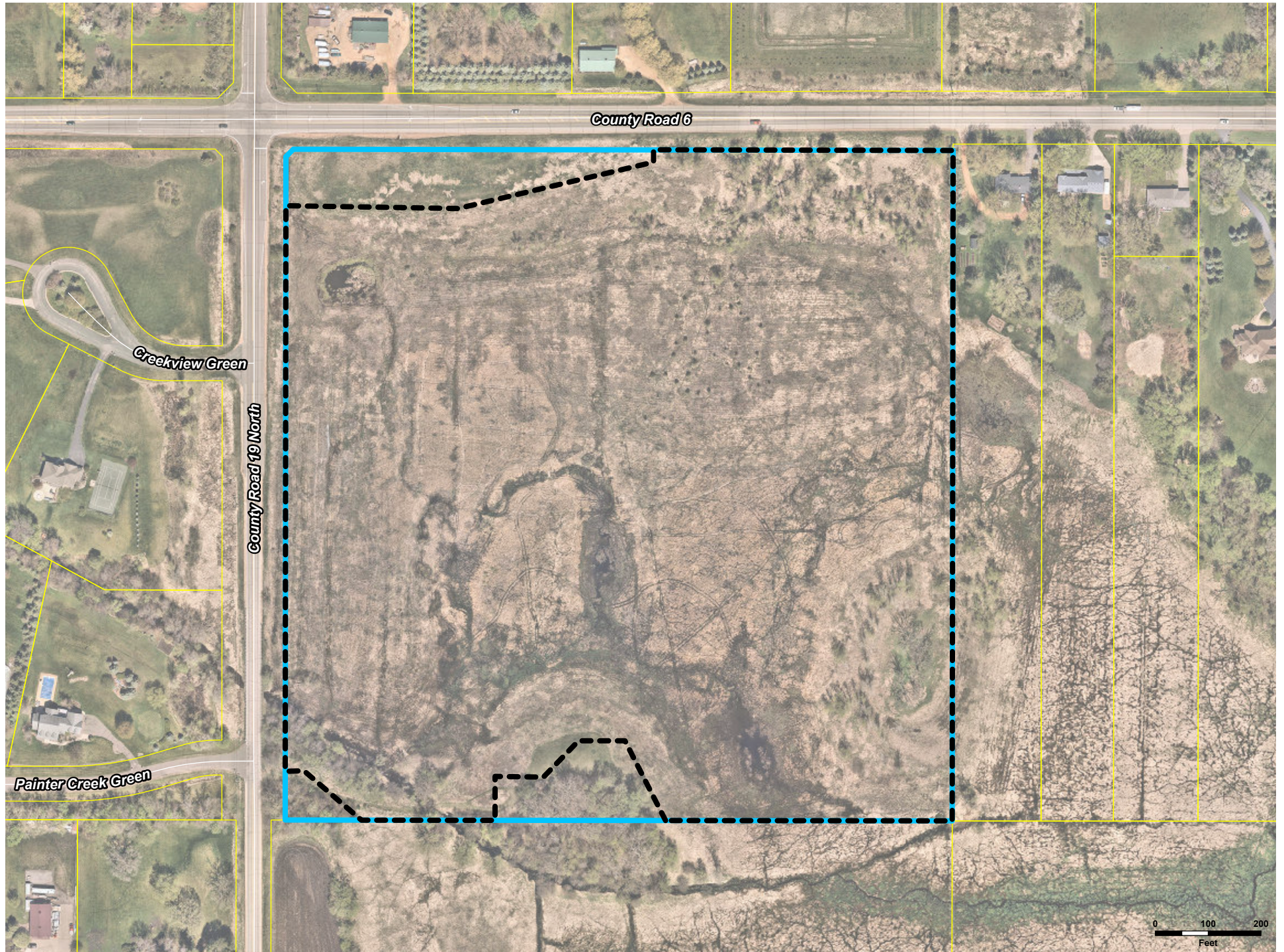


Management Area: 0.7 Acres

 Management Area




Independence Wetland



Site Size: 38.5 Acres
Management Area: 34.5 Acres

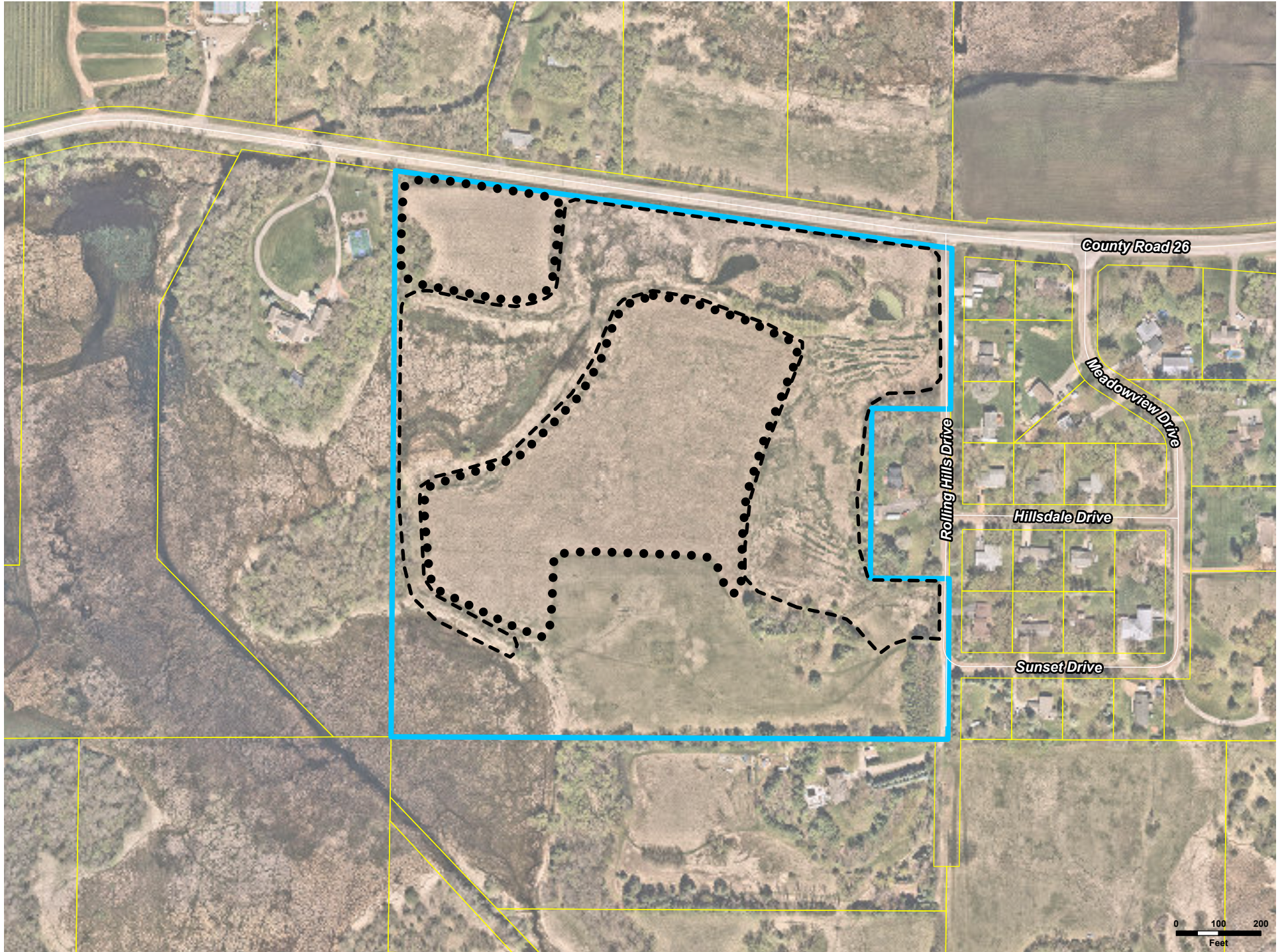
 Property Boundary

 Management Area = Conservation Easement

N



Johnson/Rolling Hills Property



Site Size: 35 Acres
Management Area: 23 Acres

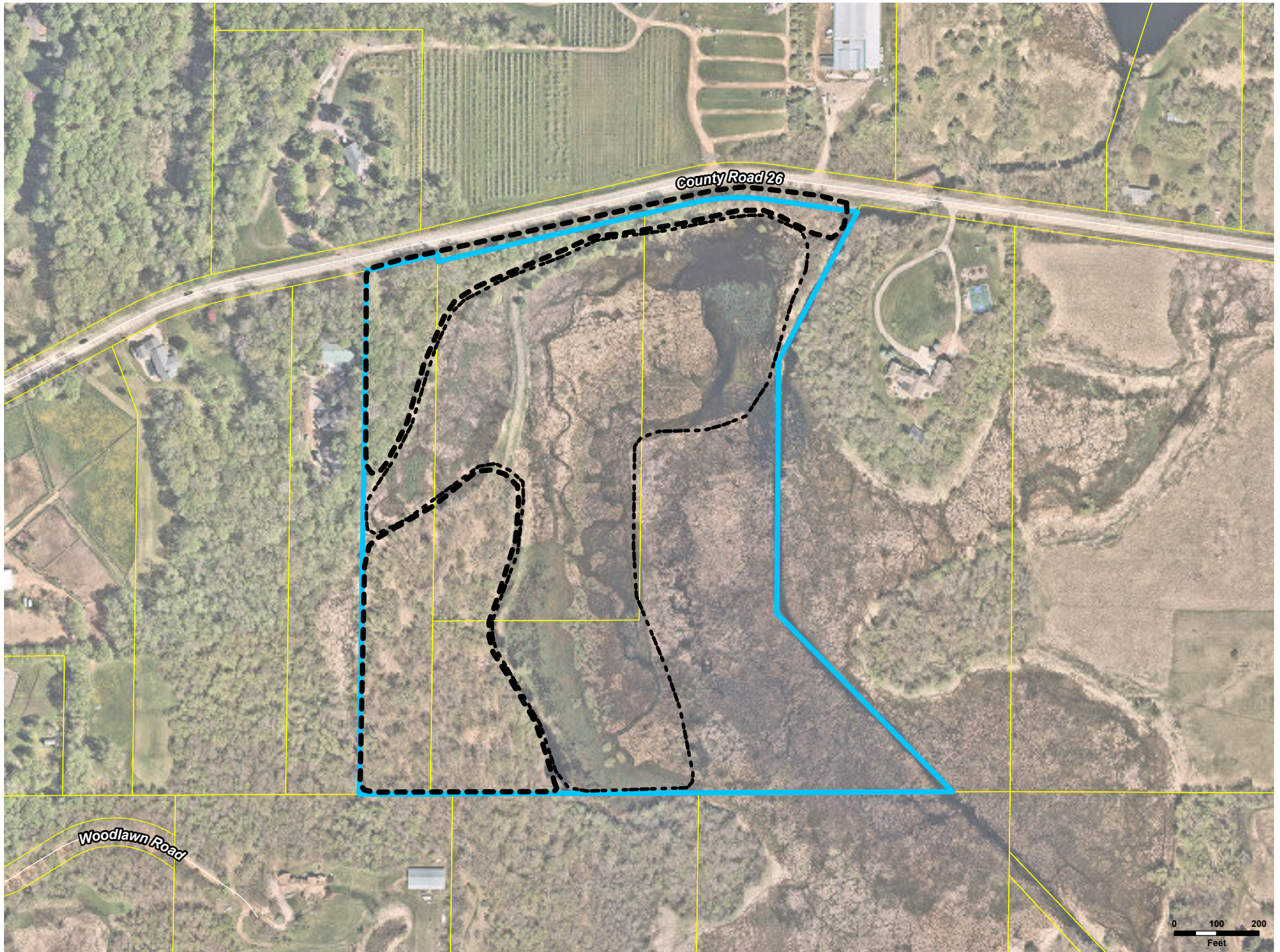
 Property Boundary

 Wetland Management Area: 13 Acres


 Upland Prairie Management Area: 10.7 Acres




County Road 26 Remeander



Site Size: 33 Acres
Management Area: 24 Acres

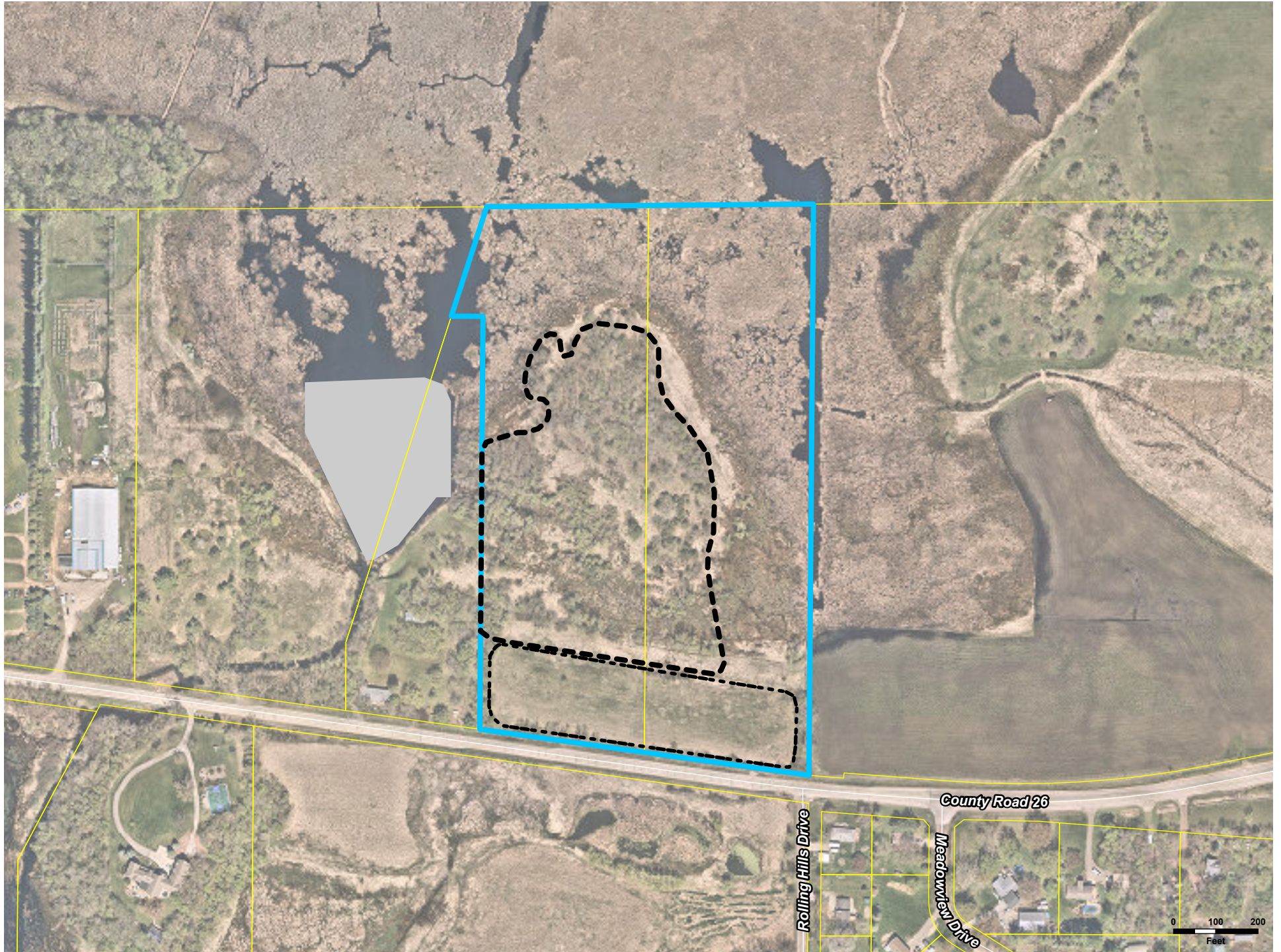
 Property Boundary

 Woody Invasive Management Area: 9 Acres




 Prairie/Meadow Management Area: 8 Acres



Rye Property

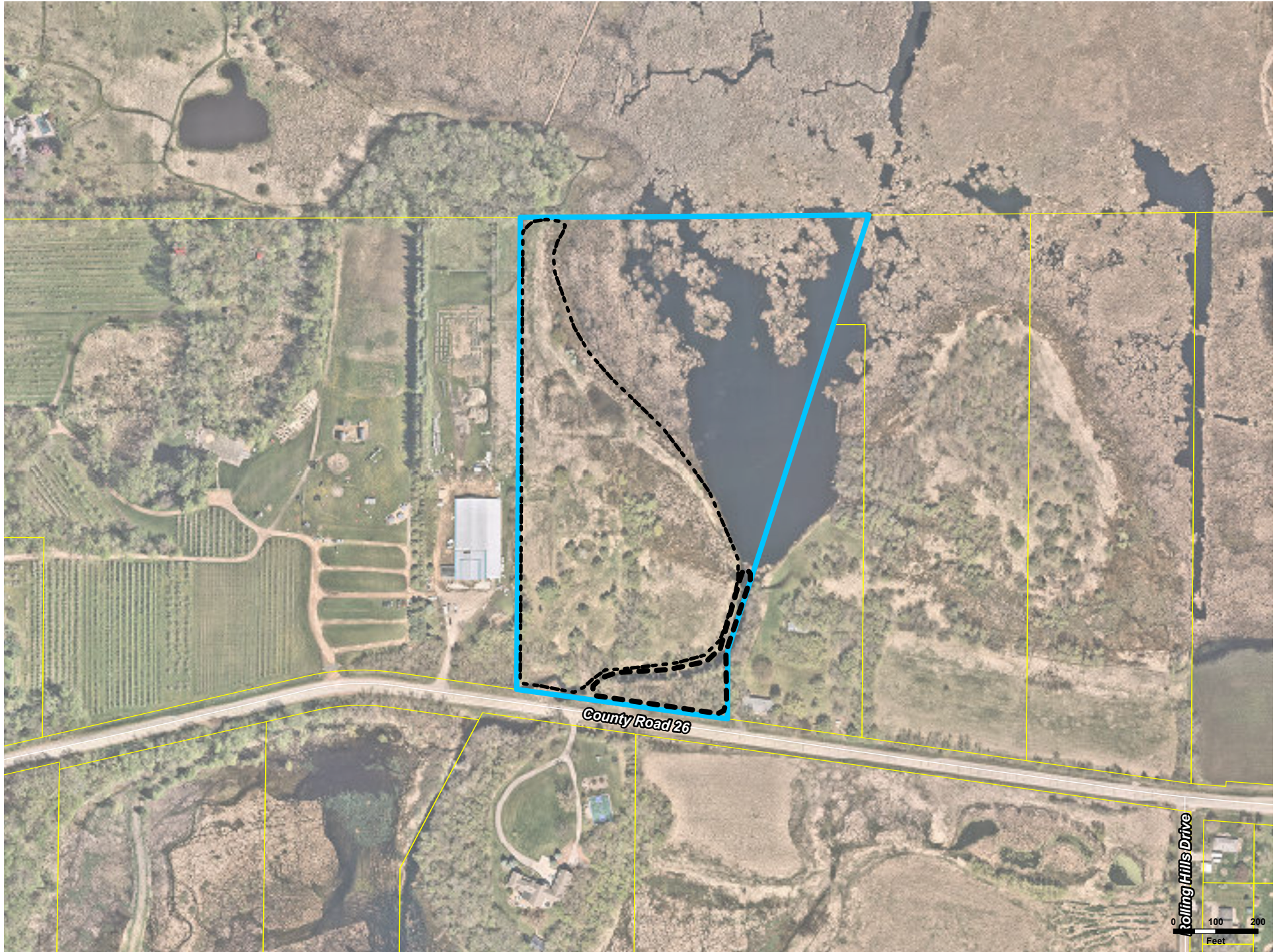


Site Size: 24 Acres
Management Area: 10 Acres

 Property Boundary  Woody Invasive Management Area: 6 Acres  Prairie Management Area: 4 Acres




Chute Property



Site Size: 17 Acres
Management Area: 9.5 Acres

 Property Boundary

 Woody Invasive Management Area: 1.5 Acres

 Prairie/Meadow Management Area: 8 Acres




Jennings Bay Wetland



Management Area: 3.3 Acres

 Property Boundary

 Management Area

 Access Route



Our Lady of the Lake Rain Garden



Management Area: 0.5 Acres

 Property Boundary

 Management Area



Appendix F
Example Contract

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
[CONTRACTOR]**

[Project Title]

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and [CONTRACTOR], a Minnesota corporation (CONTRACTOR). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, MCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the Scope of Services, attached as Appendix A (Scope of Services), and supporting documents Appendix B through E. Appendix A through E are incorporated into this agreement and its terms and schedules are binding on CONTRACTOR as a term hereof. MCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONTRACTOR on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONTRACTOR is an independent contractor under this agreement. CONTRACTOR will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONTRACTOR as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of CONTRACTOR will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

3. Subcontract and Assignment

CONTRACTOR will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. MCWD consent to any subcontracting does not relieve CONTRACTOR of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONTRACTOR will perform the Services with due care. CONTRACTOR will defend, hold harmless, and indemnify MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from CONTRACTOR's or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONTRACTOR to MCWD. For any claim subject to this paragraph by an employee of CONTRACTOR or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or the subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

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5. Compensation

MCWD will compensate CONTRACTOR for the Services on a lump sum, per line item basis and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for line item tasks completed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the MCWD administrator. Subcontractor fees and direct costs, as incurred by CONTRACTOR, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract.

The total payment for each task will not exceed the amount specified for that task in Exhibit A. The total payment for the Services will not exceed [\$]. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

In accordance with Minnesota Statutes §471.425, subdivision 4a, CONTRACTOR will pay any subcontractor to which MCWD has consented within 10 days of CONTRACTOR's receipt of payment from MCWD for undisputed services provided by the subcontractor. CONTRACTOR will pay interest of 1½ percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, CONTRACTOR will pay the actual penalty due to the subcontractor.

CONTRACTOR will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONTRACTOR agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until December 31, 2026 unless earlier terminated as set forth herein.

MCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONTRACTOR to complete. CONTRACTOR will receive full compensation for all authorized work performed, except that CONTRACTOR will not be compensated for any part performance of a specified task or service if termination is due to CONTRACTOR's breach of this agreement.

MCWD will not make final payment until CONTRACTOR has given proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes §270C.66 by submitting Form IC-134.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; duty to cooperate in assignment of intellectual property; and document-retention requirements will survive the completion of the Services and the term of this agreement.

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7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, MCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONTRACTOR will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering CONTRACTOR's ongoing operations on an occurrence basis.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

General and automobile liability limits above \$1 million may be met by means of a follow form excess or umbrella policy. CONTRACTOR will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for general liability, and any associated excess or umbrella policy, along with a copy of the additional insured endorsement establishing coverage for CONTRACTOR's ongoing operations as primary coverage on a noncontributory basis. The certificate will name MCWD as a holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONTRACTOR.

9. Compliance With Laws

CONTRACTOR will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONTRACTOR will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the

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ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Data and Information

All data and information obtained or generated by CONTRACTOR in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized (together, here and in sections 11 and 12, the "Materials"), are the property of MCWD. CONTRACTOR hereby assigns and transfers to MCWD all right, title and interest in: (a) its copyright, if any, in the Materials; any registrations and copyright applications relating to the Materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the Materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONTRACTOR agrees to execute all papers and to perform such other proper acts as MCWD may deem necessary to secure for MCWD or its assignee the rights herein assigned.

MCWD may immediately inspect, copy or take possession of any Materials on written request to CONTRACTOR. On termination of the agreement, CONTRACTOR may maintain a copy of some or all of the Materials except for any Materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by CONTRACTOR only pursuant to written agreement with MCWD specifying terms.

11. Data Practices; Confidentiality

If CONTRACTOR receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONTRACTOR possesses or has created as a result of this agreement, it will inform MCWD immediately and transmit a copy of the request. If the request is addressed to MCWD, CONTRACTOR will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to CONTRACTOR, CONTRACTOR will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONTRACTOR's obligations under this agreement with respect to protection of MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONTRACTOR is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

Any CONTRACTOR duty of care under this agreement does not extend to any party other than MCWD or to any use of the Materials by MCWD other than for the purpose(s) for which CONTRACTOR is compensated under this agreement.

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12. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

To CONTRACTOR:

[Authorized Representative
Organization
Address]

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

13. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Hennepin County.

14. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONTRACTOR

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

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MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its _____

Date: _____

TEMPLATE

Appendix A
Scope of Services

TEMPLATE