MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

Meeting: Board of Managers
Meeting date: 11/5/2026
Agenda Item #: 7.1
Board Consent Item

Title:	Authorization to Execute Vegetation Maintenance Reimbursement Agreement with City of Edina for Arden Park
Resolution number:	26-083
Prepared by:	Lucas Bulger, Planner-Project Manager lbulger@minnehahacreek.org
Reviewed by:	Michael Hayman, Director of Project Planning; Chuck Holtman, MCWD Counsel
Recommended action:	The Board of Managers approves a vegetation reimbursement agreement with the city of Edina for Arden Park annual vegetation management that has occurred since project completion.
Budget considerations:	Fund name and code: Project Maintenance and Land Management (2-2003) 2026 Vegetation Management budget: $254,057 Requested amount for reimbursement (2023-2026): $43,154

Summary

In 2022, in partnership with the City of Edina, the Minnehaha Creek Watershed District (MCWD) completed a comprehensive restoration of Arden Park, which reoriented the 18-acre parkland, implemented regional stormwater treatment, and restored more than 2,000 feet of Minnehaha Creek, improving water quality, reducing flooding, supporting diverse habitat, and enhancing recreation.

Pursuant to a Project Agreement (January 17, 2018) and the Arden Park Restoration Project Operations and Maintenance Plan (August 2018), each party (MCWD and the City of Edina) is responsible for vegetation management for certain portions of Arden Park. The City of Edina, through competitive process, retained Landbridge Ecological, Inc. (Landbridge), to perform this work, including work for which MCWD is responsible, from 2023 through 2025. Landbridge has continued vegetation management work in 2026.

Although MCWD did not authorize the 2023-2025 work on its behalf, MCWD staff have worked successfully with Landbridge and, from experience, find Landbridge's pricing to be competitive. MCWD staff have reviewed site conditions and submitted invoices, and find them to be satisfactory. The purpose of this agreement is to reimburse the City of Edina for those Arden Park vegetation maintenance costs from 2023 through 2025 for which MCWD is responsible, in the amount of $29,559.98 for those 2023-2025 costs, and an amount not to exceed $13,593.49 for 2026 costs.

MCWD and City staff intend to confer in advance of Spring 2027 to review and refine the Operations and Maintenance plan, and to confirm roles and responsibilities for vegetation maintenance for 2027 and beyond.

Attachments:

- Arden Park Vegetation Maintenance Agreement – Minnehaha Creek Watershed District and City of Edina

MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

RESOLUTION

Resolution number: 26-083

Title: Authorization to Execute Vegetation Management Reimbursement Agreement with City of Edina for Arden Park

WHEREAS Minnehaha Creek Watershed District (MCWD) engages in land conservation and preservation, ecological restoration, and regional capital improvement projects as described in its Watershed Management Plan;

WHEREAS in 2022, in partnership with the City of Edina, MCWD completed a comprehensive restoration of Arden Park, which reoriented the 18-acre parkland, implemented regional stormwater treatment, and restored more than 2,000 feet of Minnehaha Creek, improving water quality, reducing flooding, supporting diverse habitat, and enhancing recreation;

WHEREAS pursuant to a Project Agreement (January 17, 2018) and the Arden Park Restoration Project Operations and Maintenance Plan (August 2018), each party (MCWD and the City of Edina) is responsible for vegetation management for certain portions of Arden Park;

WHEREAS the City of Edina, through competitive process, retained Landbridge Ecological, Inc. (Landbridge), to perform vegetation management work at Arden Park, including work for which MCWD is responsible, and Landbridge has performed that work from 2023 to the present;

WHEREAS MCWD has worked successfully with Landbridge and, from experience, finds Landbridge's pricing to be competitive;

WHEREAS MCWD has received and reviewed invoices from the City of Edina for vegetation management work at Arden Park from 2023 through 2025 for which MCWD is responsible, in the total amount of $29,559.98, and finds the invoices to be in order;

WHEREAS the cost for Landbridge to complete MCWD's vegetation management work in 2026 is not expected to exceed $13,593.49;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, with non-substantive changes and on advice of legal counsel, to execute the agreement to reimburse the City of Edina for Arden Park vegetation maintenance costs from 2023 through 2025, in the total amount of $29,559.98, and for 2026 costs, in an amount not to exceed $13,593.49.

Resolution Number 26-083 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___abstentions. Date: 11/5/2026

_____ Date: _____
Secretary

DRAFT

VEGETATION MAINTENANCE AGREEMENT
MINNEHAHA CREEK WATERSHED DISTRICT and CITY of EDINA

ARDEN PARK

A. The City of Edina ("City") owns and manages Arden Park, a public park through which Minnehaha Creek flows.

B. Pursuant to a Project Agreement dated January 17, 2018, Minnehaha Creek Watershed District (MCWD) and the City constructed the Arden Park Improvement Project ("Project") to restore the Minnehaha Creek channel and its riparian corridor for water quality and ecologic purposes; improve and construct park recreational elements including paths, bridges, overlooks and canoe landings; establish native vegetation; and install regional stormwater management facilities.

C. The Project Agreement provides that each party will be responsible to maintain certain project elements, which responsibilities are further described and assigned in the "Arden Park Restoration Project Operations and Maintenance Plan" (August 2018) ("O&M Plan").

D. Each party is responsible for vegetation management for certain portions of the Project. In years 2023-2025, the City, through competitive process, retained Landbridge Ecological, Inc. ("Landbridge"), to perform such work, including work for which MCWD is responsible under the O&M Plan.

E. MCWD has worked successfully with Landbridge and, from experience, finds Landbridge's pricing to be competitive. The purpose of this agreement is to provide MCWD reimbursement of City costs for 2023-2026 maintenance of Project elements for which MCWD is responsible. The City and MCWD intend to confer as to arrangements for subsequent years.

TERMS

1. The City has documented contract costs incurred in providing for Project vegetation maintenance during years 2023-2025, for those vegetation elements for which MCWD is responsible, in the total amount of $29,559.98. MCWD has reviewed the documentation, finds it satisfactory, and will reimburse the City in that amount, within 30 days of the execution of this agreement.

2. The City, by Landbridge, will complete vegetation maintenance work during 2026, including work for which MCWD is responsible under the O&M Plan, as shown on Exhibit A to this Agreement, which is incorporated herein by reference..

3. On completion of the work for the year, the City will notify MCWD, which will inspect the work and determine that the work is satisfactory. When it has done so, the City will invoice MCWD for the cost of the work in an amount not to exceed $13,593.49. MCWD will pay the invoice within 30 days of receipt.

4. To the fullest extent permitted by law, the City agrees to hold harmless, defend and indemnify MCWD and its employees, officials and agents with respect to any claims, costs, damages or liabilities arising out of the City's negligence or its performance or failure to perform the vegetation maintenance work under this agreement. Nothing in this agreement creates a right in any third party, or waives or limits any immunity, defense or liability limit enjoyed by the City or MCWD under law.

5. The City and MCWD agree to comply with all federal, state and local laws and ordinances applicable to the services to be performed under this agreement, including all safety standards, nondiscrimination requirements of state and federal law and the Minnesota Government Data Practice Act.

6. The City and MCWD may voluntarily terminate this Agreement at any time by mutual agreement.

7. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.

8. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

9. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that the party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, fire, earthquake, flood, and other circumstances, which are beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

10. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

11. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

12. The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to resolve disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. In the event that disputes cannot be resolved informally by the parties, the following procedures shall be used:

A. The parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, and if they cannot agree, shall obtain a list of court-approved mediators from the Hennepin County District Court Administrator and select a mediator by alternately striking names until one remains. MCWD shall strike the first name, followed by the City, and shall continue in that order until one name remains.
B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the parties may pursue any legal remedy.

CITY OF EDINA

By _____ Date:

Its Mayor

MINNEHAHA CREEK WATERSHED DISTRICT

By _____ Date:

Its Administrator