



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, August 17, 2022

Agenda Item

Item 4. I. – Approve Cost Share Application for 1033 Sunny Ridge Drive, Carver

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD received a Cost Share Application to turn an area of turf lawn to pollinator habitat in the City of Carver. The applicant received a grant in 2020 to install a rain garden in the front yard to accept stormwater from the front of the home and the driveway. The Applicant has also applied for a grant from the Carver County SWCD through its Lawns to Legumes Program. The Applicant has not yet received notification from the SWCD that her grant application has been approved. The Applicant has completed the application to the LMRWD including the grant from the Lawns to Legumes grant from the Carver SWCD. If the Lawns to Legumes grant is not received, the LMRWD Cost Share grant will be adjusted to reflect the additional expenses incurred by the Applicant.

One question is how the LMRWD Board would like to address Cost Share Grants when Applicants have additional grants. In this case the Lawns to Legumes Grant from the County will pay based on square footage of the proposed project. This Applicant has then requested LMRWD Cost Share for one half of the remaining costs. The LMRWD could look at the Cost Share, that the Applicant should pay one-half of the total costs and then the LMRWD would pay for whatever costs remain after other grants are applied. In this case, that work out so the Applicant will pay one-half of the \$3,802.73 or \$1,901.36 and then the Lawns to Legume Grant would pay \$520 and the LMRWD Cost Share Grant will pay the remaining costs or \$1,381.37.

Staff would like direction, so the Cost Share Guidelines for 2023 will be revised to reflect that direction.

Attachments

2022 Cost Share Application from 1033 Sunny Ridge Drive, Carver

2022 Cost Share Grant Agreement between LMRWD and Renae Larson

Recommended Action

Motion to approve grant application for 50% of the cost of the project up to \$1,641 and authorize execution of a Cost Share Grant Agreement



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application 2022

Application type (check one)

Homeowner

Non-profit - 501(c)(3)

School

Business or corporation

Public agency or local government unit

Project type (check all that apply)

Raingarden

Vegetated Swale

Infiltration Basin

Wetland restoration

Buffer/shoreline restoration

Conservation practice

Habitat restoration

Pervious hard surface

Other _____

Applicant Information

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Primary Contact (if different from above)

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Project location

Address (street, city and ZIP code):

Property Identification Number (PID)

Property owners:

Project Summary

Title

Total project cost

Grant amount requested

Estimated start date

Estimated completion date

Is project tributary to a water body?

No, water remains on site

Yes, indirectly

Yes, directly adjacent

Is this work required as part of a permit? No Yes
(If yes; describe how the project provides water quality treatment beyond permit requirement on a separate page.)

Project Details

Checklist To be considered complete the following must be included with the application.

- | | |
|------------------------------|---|
| location map | project timeline |
| site plan & design schematic | proof of property ownership |
| contracted items | plant list & planting plan (if project includes plants) |

Project description Describe the project, current site conditions, as well as site history, and past management. Note any potential impacts to neighboring properties.

What are the project objectives and expected outcomes? Give any additional project details.

Which cost share goals does the project support? (check all that apply)

- | | |
|---|-----------------------------------|
| improve watershed resources | foster water resource stewardship |
| increase awareness of the vulnerability of watershed resources | |
| increase familiarity with and acceptance of solutions to improve waters | |

How does the project support the goals you checked?

Project Details (continued)

Project benefits Estimate the project benefits in terms of restoration and/or annual pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district administrator. Computations should be attached.

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	sq. ft.

How will you share the project results with your community and work to inform others about your projects environmental benefit?

Please note that by obtaining cost share funding from the Lower Minnesota River Watershed District, your project may be shared with the community through our website, social media, or other media. Your project may also be highlighted on a tour or training event, with prior notice and agreement.

Maintenance Describe the anticipated maintenance and maintenance schedule for your project.

I acknowledge that receipt of a grant is contingent upon agreeing to maintain the project for the number of years outlined in the cost share guidelines. Yes

Authorization

Name of landowner or responsible party

Signature

Date

Type or handwrite your answers on this form. Attached additional pages as needed.

For questions, contact Linda Loomis at [Naiad Consulting@gmail.com](mailto:NaiadConsulting@gmail.com) or call 763-545-4659.

Mail the completed application to

or email to:

**Lower Minnesota River Watershed District
c/o Linda Loomis, Administrator
112 E. Fifth St., Suite 102
Chaska, MN 55318**

**Linda Loomis, Administrator
naiadconsulting@gmail.com**

2022 Cost Share Worksheet

Labor Costs (contractors, consultants, in-kind labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:				\$	\$	\$

Project Materials

Material Description	Unit Cost	Total # of Units	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:			\$	\$	\$

Total Requested Funds from LMRWD*:	\$	(A)
Total Matchin/In-Kind Funds:	\$	(B)
Project Total:	\$	(C)

*Please note: total requested funds (A) cannot be more than 50% of the Project Total (C)



PIERSON GARDEN ²AND LANDSCAPE

Since 2007

LANDSCAPE INVITATION AND PROPOSAL

Renaë Larson

1033 Sunny Ridge Drive, Carver, MN 55318

Version 5

Industry Accreditations, Education, and Affiliations:



MINNESOTA
DEPARTMENT
OF
AGRICULTURE
Pesticide
Applicator's
License
20221968



NORTHERN GREEN
WHERE OUTDOOR PROS CONNECT + GROW

2004



A note for our customers,

Thank you for reviewing our Landscape Proposal. Our mission continues to be 'to nurture long-lasting relationships through extraordinary service'. We do it by creating magic by being Professional, Attentive, Timely, and Honest; our magic P.A.T.H.

We use natural fertilizers, plant-based herbicides, and pledge to buy 100% Minnesota-grown plant materials and at least 80% North American-made tools and equipment. These choices support our economy, reduce pollution and movement of invasive species, drive local innovation and supports local jobs. Our next generation is counting on us.

This season we enriched our training and certification program. You'll notice even more richly educated and experienced employees performing at higher levels.

We hope to earn your business and I look forward to growing a long-lasting relationship,



David Pierson



PROPOSAL AND AGREEMENT

Pierson Garden And Landscape, LLC., herein known as "PG&L", will notify the customer prior to proceeding with additional work.

I. General Specifications for all projects:

1. Customer shall remove or secure all fragile or irreplaceable items in the yard that could be disturbed or damaged during the project.
2. Material(s) may need to be delivered and dumped from large and heavy equipment which can damage or destroy driveway(s), surfaces as well as personal and public property. The customer understands these risks and agrees to allow PG&L's use of the property for storage of these heavy materials.
3. Use all products according to industry standards and manufacturer's printed guidelines.
4. At the end of each day, the working area will be orderly, protected, raked/or swept as applicable.
5. Tools and Equipment will be gathered and stored at the end of each day.
6. PG&L will contact local utility companies prior to beginning a large project, if applicable. Underground and hidden residential utilities may be damaged or destroyed during a remodeling project. These items must be marked by Client prior to the commencement of the Scope of Work at the property, and client agrees to assume responsibility for destruction of these items which are not clearly identified.



II. Scope of Work:

Landscape Preparation: PG&L will cover surfaces with property protection such as plywood or tarping to mitigate damage to work area. Temporary Work-Day protection covering lawns will be removed at the end of the work day to reduce risk of long-term damage to grass/lawn.

PREPARATION PLAN:

Remove existing turf abutting the street and driveway only. This is performed with hand-shovels as needed to prepare a proper depth to accommodate future wood mulch, approximately one-inch in depth. **Haul-away and offsite disposal is NOT included. PG&L plans to dump this soil/turf material onsite at the homeowners direction.**

Turf treatment option: Treat existing turf grass in the boulevard planting to the west of the driveway with no less than (2) TWO herbicidal treatments, spaced at least two-to-three weeks apart to allow for regrowth and germination. Soil and turf bordering the road, driveway, and rubber border will be cut down to allow for at least 1" of mulch.

Premium Poly-Vinyl Edging Installation: No edging included.

Included Total-Soil Assessment: Your soil structure and composition will receive multi-step testing. A custom plan will be created and implemented to improve you soil. By addressing deficiencies customers typically see quicker growth, larger plants and more robust foliage/bloom cycle.

Custom-Designed Garden Plan: Specifically designed for this location, all perennial plant material is proven hardy to the Minnesota Cold-hardiness zone of 4 or less as designated by the USDA. These plants are proven most-likely to be able to survive our harsh climate. All plants are chosen for the location based on three critical factors: Light Conditions, Environment, and soil conditions. Perennial/shrub gardens will not be installed with landscape fabrics in areas to receive organic mulch.

PG&L guarantees that all plant material, as detailed in this proposal, will be delivered and installed in the size and quantity described or with most similar cultivars. Should PG&L be unable to locate a satisfactory plant as detailed, PG&L may choose a smaller option and will refund the price difference.

Placement of plant materials often vary as site conditions in the field call for changes. For example, hidden irrigation may force the installer to shift plant(s). Planting includes fronting, three-step installation, and initial watering with root-stimulator if necessary.

PLANT MATERIALS: Same plant materials as detailed in previous four versions.

Our Service Guarantee:

1. Provide skilled, trained, certified workers for a full shift until the job is done (except for inclement weather or pre-approved days off).
2. Provide proof of Liability Insurance and Workers Comp Insurance, upon request.
3. Offer multiple references near your neighborhood and community.
4. Communicate with you as long as you need on a daily basis.
5. Perform work according to the manufacturer's instructions and industry standards.
6. Manage all project aspects in a courteous, professional manner
7. Respect your home, your family, your neighbors and your visiting friends
8. Provide an open line of communication to address any customer concerns.
9. Address all concerns within 24 hours.
10. Welcome a final walk-around with you to ensure your 100% satisfaction.

Our mission is to nurture long-lasting relationships through extraordinary service.

We work a magic path by being Professional, Attentive, Timely, Honest.

BEST

- **Organic-listed Herbicide treatments of existing turf**
- On-site disposal of selective-removed turf
- Clay/Mesic, full-sun, short, native design and installation

\$3,737.73 including state and local taxes

(120.00) for not including haul away

\$185.00 for redesign

\$3802.73 total for prairie restoration project

III. Payment Terms

STANDARD ORDER TERMS		
20% DEPOSIT DUE UPON ACCEPTANCE FOR MATERIAL DOWNPAYMENT		\$723.46 CHECK
½ OF TOTAL PRICE DUE THE FIRST DAY OF WORK		
REMAINING BALANCE DUE UPON COMPLETION		

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. Applicable state and local sales taxes are NOT included in pricing. Pricing based on check or cash payments. Credit Card payments are accepted with an additional charge of 3%.		

Pierson Garden and Landscape, LLC., ("PG&L"), submits this proposal to the undersigned client (the "Client"). Once signed, this document constitutes an agreement to undertake the landscaping work described within this document. By signing below, PG&L agrees to undertake the landscaping scope of work described in Section I "General Specifications and Job Site Preparation", Section II "Scope of Work" and Section III "Payment Terms". In exchange, Client agrees to remit payment to Pierson Garden and Landscape in accordance with Section III. Both parties agree to the terms and conditions stated herein.

Project: _____ **Price:** _____

ACCEPTED AND AGREED: The prices, specifications and conditions contained herein this Agreement are satisfactory and hereby accepted. You are authorized to perform the work as specified.

Customer

DATE

PIERSON GARDEN AND LANDSCAPE, LLC

By: David Pierson,
Its: Owner

DATE

IV. Misc. Terms and Conditions

1. **Access to Property.** Client agrees to provide access to the property during reasonable business hours to PG&L during the agreed upon work schedule dates.
2. **Additional Work.** Pierson Garden And Landscape, LLC., herein known as "PG&L", will notify the customer prior to proceeding with additional work beyond the scope outlined in this proposal and agreement. Additional Garden Maintenance work (such as splitting and transplanting perennials) will be billed at a rate of \$54.40 per labor hour. Other additional work to be bid on an individual basis.
3. **Returned check, Non-Sufficient Funds, "NSF".** Payments made and returned by our bank as "NSF" or Non-sufficient Funds will be charged all related bank fees plus \$25.00 each month until payment is made.
4. **Termination.** Client may cancel this contract within (3) THREE Business days of the signing of this contract. Any deposits will be issued in check form from Pierson Garden and Landscape, LLC within (5) FIVE BUSINESS DAYS via the US Postal Service. PG&L may terminate this Agreement. In addition to termination, PG&L may also elect to stop work, or seek any other remedies afforded in law or equity to recover unpaid amounts due and owing, including a lien against real property.
5. **Construction.** This Agreement shall be subject to and construed in accordance with the laws of the State of Minnesota.
6. **Entire Agreement and Severability.** This Agreement is the entire agreement between the parties with respect to its subject matter. The Agreement may not be modified except in writing signed by both parties. If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
7. **Deadline for acceptance of proposal.** This proposal is based upon current material and labor cost. This proposal may be withdrawn if not accepted within ten (10) days.
8. **Authority.** The undersigned represents and agrees that they have the authority to enter into this binding agreement on behalf of Client.
9. **Subcontractors.** Pierson Garden and Landscape, LLC may utilize sub-contractor(s) workers during the project.
10. **Use of Photography.** Images and accounts of your project may be used for advertising purposes.
11. **Product Maintenance.** Live product will be watered up to the last day of work. Customer is responsible for maintaining all plant materials after the last full day of work.
12. **Scheduling.** Statements of scheduling of services are estimates only. Start dates, length of work, and finish dates are never guaranteed and may change drastically.
13. **Product Warranty Information.** Because of their perishable nature, live plants come with a limited 30-DAY WARRANTY.
14. **Use of Dyed Mulch.** Dyed mulch, if included in your project, may permanently stain surfaces including but not limited to driveways, walk-paths, patios, foundations, and other surfaces.
15. **Differing Site Conditions.** Unknown, unusual, and hidden, concealed or latent physical conditions, which the contractor encounters at the site that differs materially from the conditions that an ordinary contractor in the general vicinity of the project would expect to encounter, and hinders work, are NOT included in this proposal unless itemized within this proposal. Differing site conditions may be billed at an additional labor rate of \$54.40 per laborer per labor hour per person plus equipment, material, and/or other direct costs required to mitigate differing site conditions. Additional work is done on a Change Order form.
16. **Bystander safety agreement.** Employees are instructed to stop using tools and equipment when domestic animals and bystanders, including the client, are within 50-feet. Client agrees to maintain a 50-foot distance from active workers unless protected within structures or vehicles.

17. **Product Warranty Information.** Because of their perishable nature, live plants come with a 30-day warranty. Client may elect to purchase a plant warranty covering new plant material for a period of two years. Transplanted materials and annual plants (not-winter hardy plants) are NOT included in the Warranty.



During the Warranty period, should new perennial covered under the Warranty not survive, PG&L shall replace plants at no additional charge with appropriate materials of similar size. Should an issue arise with product or installation within a period of TWO YEARS, Client shall immediately notify PG&L and permit a representative of PG&L to see the plant(s) Monday through Friday between 9AM and 5PM, during the growing season. Plants which show signs of neglect, intentional acts of damage or damage from pests and animals are excluded from this Warranty. Client will incur a \$35.00 charge for PG&L's site visit if the subject plant material has been harmed or damaged by neglect, intentional acts of damage or damage from pests and animals.

Price of TWO-YEAR WARRANTY is: \$ xxx for Best, \$xx for Better, \$xxx for Good

Client Initial below

Client hereby elects to purchase the Two-Year Warranty: _____

Client hereby elects NOT to purchase the Two-Year Warranty: _____

ACCEPTED AND AGREED: The prices, specifications and conditions contained herein this Agreement are satisfactory and hereby accepted. You are authorized to perform the work as specified.

Customer

DATE

PIERSON GARDEN AND LANDSCAPE, LLC

By: David Pierson,
Its: Owner

DATE

Additional Work Orders options:

Enhancements and changes listed below are in addition to the Scope of Work.

A. **Add this XXX**. Description and price listed here.

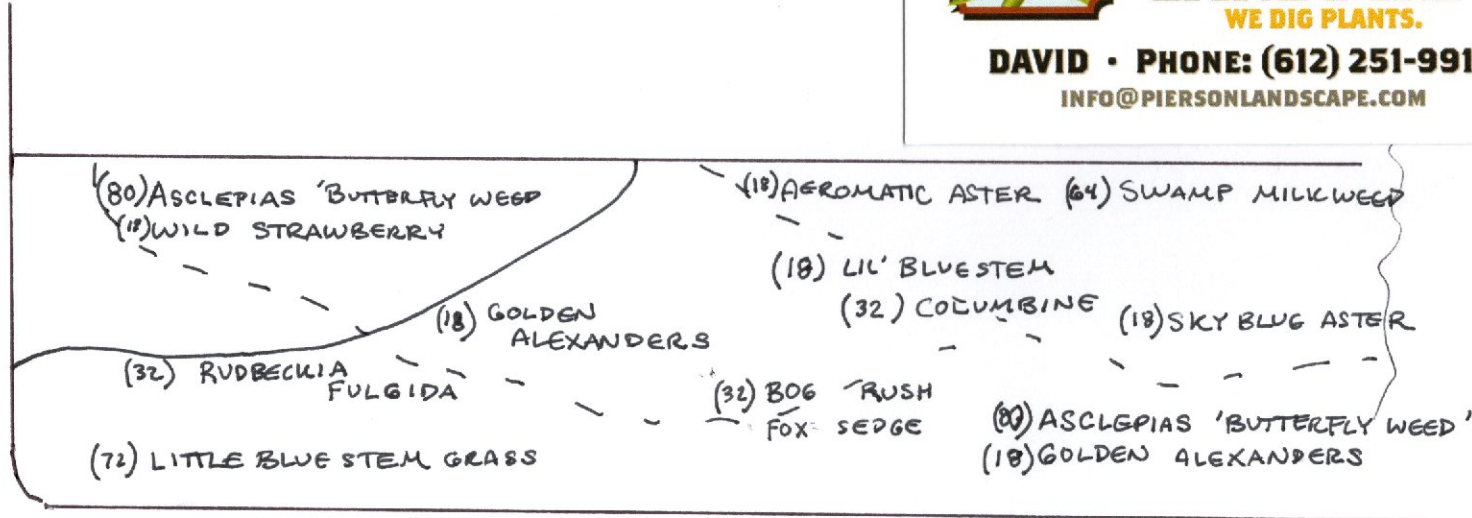


PIERSON GARDEN AND LANDSCAPE

WE DIG PLANTS.

DAVID • PHONE: (612) 251-9910

INFO@PIERSONLANDSCAPE.COM



ALL PLANTS SUBJECT TO
AVAILABILITY.



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 8/13/2022

LOWER MINNESOTA RIVER WATERSHED DISTRICT
2022 COST SHARE INCENTIVE AND WATER QUALITY RESTORATION PROGRAM
Cost Share Grant Agreement

The parties to this Agreement, made this 17th day of August 2022, are the Lower Minnesota River Watershed District, a Minnesota Watershed District ("LMRWD") a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D and Renae Larson ("APPLICANT"). The purpose of this Agreement is to provide for the installation and maintenance of a Project designed to protect and improve natural resources within the District. by managing storm water and said Project to be located at: 1033 Sunny Ridge Drive, Carver, MN 55315.

1. Scope of Work. APPLICANT will install the Project in accordance with the Application submitted to the LMRWD, attached as Exhibit A. A final report must be presented to the LMRWD at the time a request is made for reimbursement of expenses as specified in Section 2 of this Agreement.
2. Reimbursement. APPLICANT has applied for a Lawns to Legumes Grant from the Carver Soil & Water Conservation District. When the installation of the Project is complete in accordance with Exhibit A, the LMRWD will reimburse up to 50% of the remaining cost of the APPLICANT to install the Project, after receipt of the Lawns to Legumes Grant, including materials, equipment rental, delivery of materials and labor, in an amount not to exceed \$1,641.00. APPLICANT will document with receipts all direct expenditures. At the time reimbursement is requested, APPLICANT will provide the LMRWD a final report and copies of all documents concerning the work.
3. Public Access. LMRWD may enter APPLICANT's property at reasonable times to inspect the work to ensure compliance with this Agreement and monitor or take samples for the purpose of assessing the performance of the Project. APPLICANT will permit the LMRWD, at its cost and discretion, to place reasonable signage on APPLICANTs property informing the general public about the Project and the LMRWD's Cost Share Incentive and Water Quality Restoration Program. The LMRWD may request APPLICANT's permission to allow members of the public periodically to enter APPLICANT's property to view the Project in the company of a LMRWD representative. This paragraph does not create any right of public entry onto APPLICANT's property except as coordinated with APPLICANT and accompanied by a LMRWD representative.
4. Maintenance. APPLICANT will maintain the Project for at least ten (5) years from the date installation is complete. If APPLICANT does not do so, the LMRWD will have a right to reimbursement of all amounts paid to APPLICANT, unless:
 - a. The LMRWD determines that the failure to maintain the Project was caused by reasons beyond the APPLICANT's control; or
 - b. APPLICANT has conveyed the underlying property, provided APPLICANT notifies the LMRWD at least 30 days before the property is conveyed and facilitates communication between the LMRWD and the prospective owner regarding continued maintenance of the Project.
5. Agreement Void. This Agreement is void if the Project installation in not complete by July 31, 2023. This Agreement may not be modified in any way except in writing and signed by both parties.

- 6. Indemnification. The LMRWD will be held harmless against any and all liability and loss in connection with the installation of the Project.
- 7. Compliance with Laws. APPLICANT is responsible to comply with any permits or other legal requirements applicable to the work.
- 8. Notices. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be addressed to the other party as follows:

To LMRWD:

Administrator
Lower Minnesota River Watershed District
112 East Fifth Street, Suite 102 Chaska, MN
55318

To APPLICANT:

Renaë Larson
1033 Sunny Ridge Drive
Carver, MN 55315

The parties being in agreement to be signed as follows:

APPLICANT:

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

By: _____

By: _____

Its: President _____

Date: _____

Date: _____