

**Memorandum of Understanding Between
Vadnais Lake Area Watershed Management Organization
and City of Vadnais Heights**

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“**VLAWMO**”) and City of Vadnais Heights (“**City**”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and the City mutually desire to partner on a resiliency study (“**Study**”) within the East Vadnais Lake subwatershed (“**Subwatershed**”) in the City of Vadnais Heights in Ramsey County;

Whereas, the Subwatershed receives direct drainage from an area of approximately 300 acres;

Whereas, East Vadnais Lake in the Subwatershed is used as a primary reservoir and drinking water source for approximately 450,000 people;

Whereas, the County is developing a flood feasibility study for the Edgerton Street/Centerville Road intersection within the Subwatershed to reduce existing flooding and add water quality improvements;

Whereas, VLAWMO has expressed interest in expanding upon the County’s flood feasibility study to include development of project alternatives upstream of the study area;

Whereas, the purpose of this expanded Study is to improve the resiliency in the Subwatershed by evaluating flood mitigation, water quality, and drinking water source protection project opportunities;

Whereas, the parties wish to clearly define their respective roles in the development and completion of this Study.

Whereas the Study partners including the City have reviewed the request for services for development of the Study (attachment 1) and find that it provides the necessary work items to achieve its desired Study outcomes.

Now, therefore, the parties hereby agree to enter into this MOU and to comply with the following processes with respect to the Study:

1. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Coordinate the consultant hiring process for completion of the Study.
 - b. Share the professional services costs with the City to complete the Study.
 - c. Invoice the City at regular intervals in the Study development process for its share of the cost for professional services.
 - d. Provide for management and oversight of the Study.
 - e. Participate in the development of the Study and schedule partner meetings when needed.
 - f. Provide required notices to affected property owners and other stakeholders as may be necessary.


- g. Share and distribute results and deliverables of the Study to the City.
2. City Responsibilities. The City agrees to do the following:
 - a. Share 28.6% of the professional services costs to complete the Study with VLAWMO and partners, not to exceed \$20,000.
 - b. Pay invoices received from VLAWMO for reimbursement of professional services costs within 30 days of receipt.
 - c. Attend meetings and participate in discussion related to the development of the Study.
 - d. Provide background information or data (if any) necessary for the preparation of the Study.
 - e. Assist VLAWMO with required notices to affected property owners and other stakeholders as may be necessary.
 3. Use of Study. The reports or documents produced in whole or in part under this MOU will be subject to fair use and may not be the subject of an application for copyright by or on behalf of the City or VLAWMO. The City and VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.
 4. Term. This MOU is effective on the date of the last party to execute it. This MOU shall terminate upon completion of the Study and payment for the professional services costs incurred as provided herein.
 5. Termination. Each party has the right to terminate this MOU at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination.
 6. Entire Agreement; Amendments. This MOU constitutes the entire agreement between the parties regarding this matter. No amendments to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives and is effective as of the date of the last party to execute it.

**Vadnais Lake Area Watershed
Management Organization**

City of Vadnais Heights

Chairperson



Administrator

Administrator

Date: 4/19/23

Date: _____

**Memorandum of Understanding Between
Vadnais Lake Area Watershed Management Organization
and Ramsey County Public Works**

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“**VLAWMO**”) and Ramsey County Public Works (“**County**”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and the County mutually desire to partner on a resiliency study (“**Study**”) within the East Vadnais Lake subwatershed (“**Subwatershed**”) in the City of Vadnais Heights in Ramsey County;

Whereas, the Subwatershed receives direct drainage from an area of approximately 300 acres;

Whereas, East Vadnais Lake in the Subwatershed is used as a primary reservoir and drinking water source for approximately 450,000 people;

Whereas, the County is developing a flood feasibility study for the Edgerton Street/Centerville Road intersection within the Subwatershed to reduce existing flooding and add water quality improvements;

Whereas, VLAWMO has expressed interest in expanding upon the County’s flood feasibility study to include development of project alternatives upstream of the study area;

Whereas, the purpose of this expanded Study is to improve the resiliency in the Subwatershed by evaluating flood mitigation, water quality, and drinking water source protection project opportunities;

Whereas, the parties wish to clearly define their respective roles in the development and completion of this Study.

Whereas the Study partners including the County have reviewed the request for services for development of the Study (attachment 1) and find that it provides the necessary work items to achieve its desired Study outcomes.

Now, therefore, the parties hereby agree to enter into this MOU and to comply with the following processes with respect to the Study:

1. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Coordinate the consultant hiring process for completion of the Study.
 - b. Share the professional services costs with the County to complete the Study.
 - c. Invoice the County at regular intervals in the Study development process for its share of the cost for professional services.
 - d. Provide for management and oversight of the Study.
 - e. Participate in the development of the Study and schedule partner meetings when needed.
 - f. Provide required notices to affected property owners and other stakeholders as may be necessary.

g. Share and distribute results and deliverables of the Study to the County.

2. County Responsibilities. The County agrees to do the following:

- a. Share 28.6% of the professional services costs to complete the Study with VLAWMO and partners, not to exceed \$20,000.
- b. Pay invoices received from VLAWMO for reimbursement of professional services costs within 30 days of receipt.
- c. Attend meetings and participate in discussion related to the development of the Study.
- d. Provide background information or data (if any) necessary for the preparation of the Study.

3. Use of Study. The reports or documents produced in whole or in part under this MOU will be subject to fair use and may not be the subject of an application for copyright by or on behalf of the County or VLAWMO. The County and VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.

4. Term. This MOU is effective on the date of the last party to execute it. This MOU shall terminate upon completion of the Study and payment for the professional services costs incurred as provided herein.

5. Termination. Each party has the right to terminate this MOU at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination.

6. Entire Agreement; Amendments. This MOU constitutes the entire agreement between the parties regarding this matter. No amendments to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives and is effective as of the date of the last party to execute it.

**Vadnais Lake Area Watershed
Management Organization**

Chairperson

Administrator

Date: _____

Ramsey County



Manager *D dN*

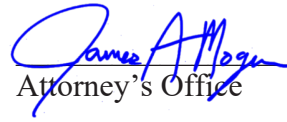
Date: 06/15/23



Brian E Isaacson (Jun 12, 2023 14:09 CDT)
Public Works Department

06/12/2023

Date: _____


Attorney's Office

Date: June 13, 2023

**Memorandum of Understanding Between
Vadnais Lake Area Watershed Management Organization
and the Board of Water Commissioners of the City of Saint Paul, Ramsey County**

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“**VLAWMO**”) and the Board of Water Commissioners of the City of Saint Paul (“**Board of Water**”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and the Board of Water mutually desire to partner on a resiliency study (“**Study**”) within the East Vadnais Lake subwatershed (“**Subwatershed**”) in the City of Vadnais Heights in Ramsey County;

Whereas, the Subwatershed receives direct drainage from an area of approximately 300 acres;

Whereas, East Vadnais Lake in the Subwatershed is used as a primary reservoir and drinking water source for approximately 450,000 people;

Whereas, the County is developing a flood feasibility study for the Edgerton Street/Centerville Road intersection within the Subwatershed to reduce existing flooding and add water quality improvements;

Whereas, VLAWMO has expressed interest in expanding upon the County’s flood feasibility study to include development of project alternatives upstream of the study area;

Whereas, the purpose of this expanded Study is to improve the resiliency in the Subwatershed by evaluating flood mitigation, water quality, and drinking water source protection project opportunities;

Whereas, the parties wish to clearly define their respective roles in the development and completion of this Study.

Whereas the Study partners including the Board of Water have reviewed the request for services for development of the Study (attachment 1) and find that it provides the necessary work items to achieve its desired Study outcomes.

Now, therefore, the parties hereby agree to enter into this MOU and to comply with the following processes with respect to the Study:

1. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Coordinate the consultant hiring process for completion of the Study.
 - b. Share the professional services costs with the Board of Water to complete the Study.
 - c. Invoice the Board of Water at regular intervals in the Study development process for its share of the cost for professional services.
 - d. Provide for management and oversight of the Study.
 - e. Participate in the development of the Study and schedule partner meetings when needed.

- f. Provide required notices to affected property owners and other stakeholders as may be necessary.
 - g. Share and distribute results and deliverables of the Study to the Board of Water.
2. Board of Water Responsibilities. The Board of Water agrees to do the following:
 - a. Share about 14.3% of the professional services costs to complete the Study with VLAWMO and partners, not to exceed \$10,000.
 - b. Pay invoices received from VLAWMO for reimbursement of professional services costs within 35 days of receipt.
 - c. Attend meetings and participate in discussion related to the development of the Study.
 - d. Provide background information or data (if any) necessary for the preparation of the Study.
 3. Use of Study. The reports or documents produced in whole or in part under this MOU will be subject to fair use and may not be the subject of an application for copyright by or on behalf of the Board of Water or VLAWMO. The Board of Water and VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.
 4. Term. This MOU is effective on the date of the last party to execute it. This MOU shall terminate upon completion of the Study and payment for the professional services costs incurred as provided herein.
 5. Termination. Each party has the right to terminate this MOU at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination.
 6. Entire Agreement; Amendments. This MOU constitutes the entire agreement between the parties regarding this matter. No amendments to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

**VADNAIS LAKE AREA WATER
MANAGEMENT ORGANIZATION**

By: _____
Jim Lindner, Board Chair

Date: _____

By: _____
Phil Belfiori, Administrator

Date: _____

Approved as to form:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

By: *Patrick Shea*
Patrick Shea, General Manager
Saint Paul Regional Water Services

By: *Mara Humphrey*
Mara Humphrey (May 10, 2023 12:17 CDT)
Mara Humphrey, President

Date: May 10, 2023

Date: May 10, 2023

By: 
David Gorski
Assistant City Attorney

By: *mollie gagnelius*
Mollie Gagnelius, Secretary

Date: May 10, 2023

Date: May 10, 2023

By: 
John McCarthy, Director
Office of Financial Services

Date: May 10, 2023