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The City of Vadnais Heights
800 East County Road E
Vadnais Heights, MN 55127

Memorandum:

TO: Mayor Krachmer and Council Members

FROM: Jesse Farrell, Director of Public Works/City Engineer

DATE: April 18, 2023

RE: East Vadnais Lake Subwatershed Resiliency Study

Recommended Council Action

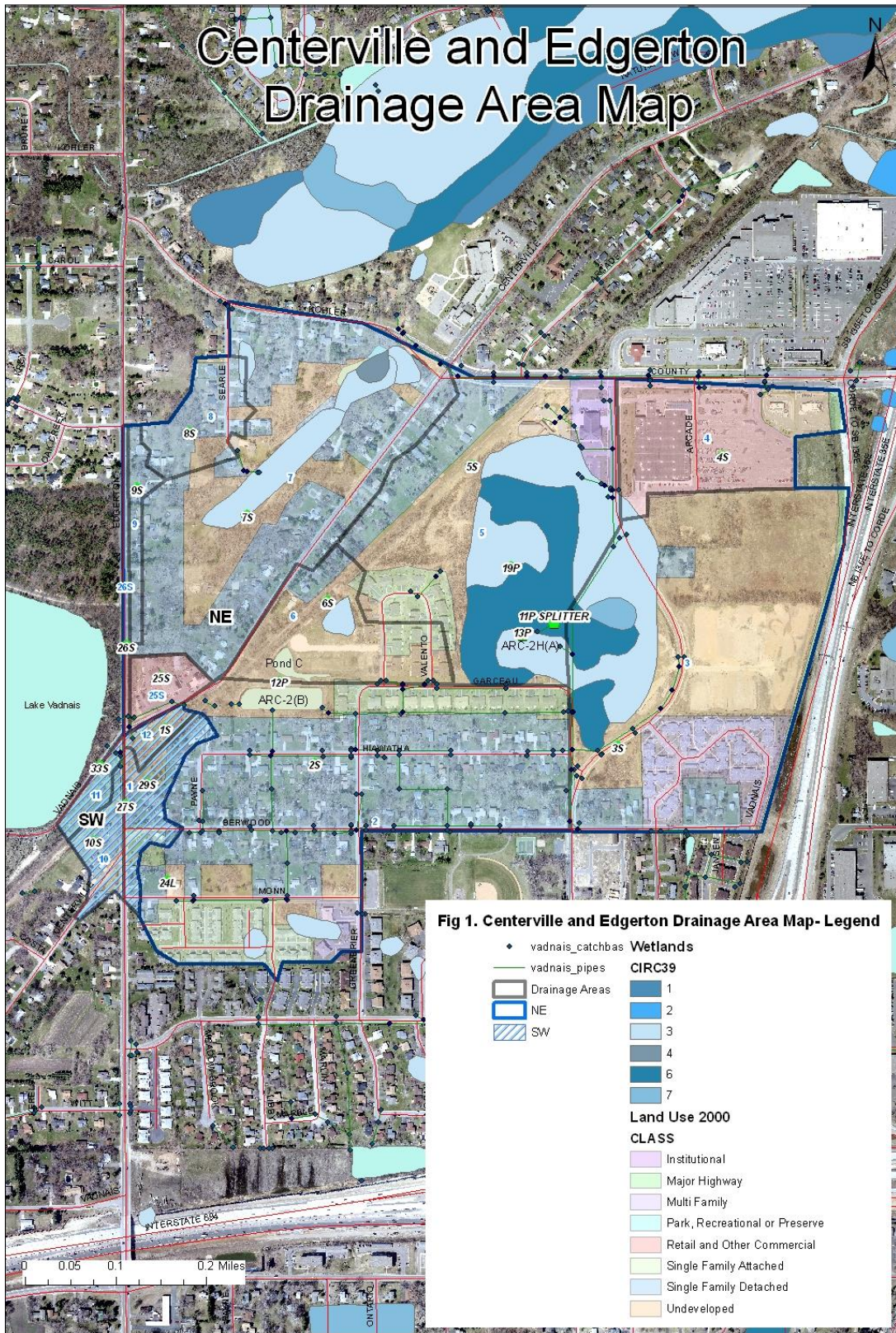
Authorize City Administrator to sign Memorandum of Understanding Between VLAWMO and the City of Vadnais Heights in order to share 28.6% of professional services costs to complete a watershed study, not to exceed \$20,000.

Background

The East Vadnais Lake Subwatershed is within the City of Vadnais Heights, which is located in the northeast section of Ramsey County, Minnesota. This subwatershed has a direct drainage area of nearly 300 acres of largely developed area with mixed land uses of single-family residential; retail and other commercial; institutional; park, recreational, or preserve; and undeveloped land. This area ultimately drains to East Vadnais Lake, which is a primary reservoir for the SPRWS and serves as the drinking water source for approximately 450,000 people.

The development of a resiliency study is driven by the need for more resilient infrastructure to mitigate future flood and health risks to a critical drinking water supply (source water) in the face of projected climate change impacts. Within the East Vadnais Lake subwatershed, the current flood risk frequently causes the closure of the busy intersection of Edgerton Street and Centerville Road, which are both emergency vehicle routes and main local travel routes for surrounding communities. A flood feasibility study for this area is currently underway with Ramsey County to reduce the flooding of this intersection and improve water quality.

This resiliency study would expand on Ramsey County's flood feasibility study to further reduce flood risk and potential impacts to East Vadnais Lake from likely future increases in stormwater rate and volumes and pollutant loading. After this project is complete, partner entities may construct one or more projects identified in the resiliency study in the future.



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Attachments: Draft Memorandum of Understanding Between VLAWMO and City of Vadnais Heights

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West Vadnais Lake drainage area map and area that would be affected

**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: _____

Date: _____