

**Memorandum of Understanding Between
Vadnais Lake Area Watershed Management Organization
and the North Oaks Home Owners' Association**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“VLAWMO”) and the North Oaks Home Owners’ Association (“NOHOA”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and NOHOA mutually desire to improve and protect shoreline areas and water quality;

Whereas, the Deep Lake Shore and Restoration Plan was completed by Natural Shore Technologies (NST) in 2022 at the request of and funded by NOHOA;

Whereas, the Deep Lake Shore and Restoration Plan included:

- an evaluation and prioritization of shoreline areas for invasive plant removal and shoreline restoration
- division of the shoreline into segments 1 to 27
- prioritization of each segment as either level #1 (exhibiting unique plant communities, high native plant diversity and very low buckthorn cover), level #2 (exhibiting high native plant diversity and low buckthorn abundance), or level #3 (exhibiting low native plant diversity and high buckthorn abundance)

Whereas, Deep Lake restoration efforts included in priority wetland segments are consistent with other ongoing Deep Lake restoration efforts between VLAWMO and NOHOA (i.e., yellow iris removal to support rare plants and water quality);

Whereas, VLAWMO included partner support for this Deep Lake restoration effort in its approved 2023 (completed) and 2024 budgets, and work requested is consistent with that approved budget item;

Whereas, restoration of shoreline segments 4 to 10 and 16 to 21 was completed in 2023, and NOHOA also plans to continue to maintain these areas following restoration as part of their ongoing work with NST;

Whereas, NOHOA desires to proceed with restoration of the following 7 shoreline segments in 2024, 4 of which are wetland segments that VLAWMO is supporting. Costs were provided in the prioritization study for priority 1 segments. The updated quote for 2024 groups completion of the project area and related segments are grouped together. VLAWMO views its support as going toward the wetland segments, and recognizes that the full cost for wetland segments is higher than the \$15,000 allocated in this MOU:

- **Segment 11 (willow-dogwood shrub swamp), priority #1 (\$5,000-\$8,000)**
- **Segment 12 (sedge meadow), priority #3**
- **Segment 13 (willow-dogwood shrub swamp), priority #1 (\$5,000-\$8,000)**

- Segment 14 (southern dry-mesic oak forest), priority #3
- **Segment 15 (willow-dogwood shrub swamp), priority #3**
- Segment 22 (southern dry-mesic oak forest), priority #1
- Segment 23 (southern dry-mesic oak forest), priority #1

Whereas, NST provided a scope and specific cost estimate (Deep Lake Buffer – Buckthorn Control/Ecological Restoration, March 28, 2024) for restoration of shoreline segments 11 to 15, and 22 and 23, which includes buckthorn and other invasive species removal followed by seeding and interplanting of native species, for a total cost of \$32,800.00;

Whereas, healthy native plant communities offer increased resilience and ability to buffer against climate variability and disturbance;

Whereas, the parties wish to clearly define their respective roles and financial support for invasive plant removal and shoreline restoration in 2024 included in the Deep Lake Buffer – Buckthorn Control/Ecological Restoration proposal by Natural Shore Technologies, Inc. (NST) dated March 28, 2024;

Now, therefore, the parties hereby agree to enter into this MOU:

1. NOHOA. NOHOA agrees to do the following:

- Provide for management and oversight of the Deep Lake Buffer—Buckthorn Control/Ecological Restoration scope of work and activities included therein with NST.
- Pay the overall contract with NST at the end of the 2024 growing season that includes a NOHOA (or private contribution facilitated by NOHOA) contribution of \$17,800 and VLAWMO contribution of 50% of documented NOHOA costs up to but not to exceed \$15,000 for invasive plant removal and shoreline restoration.
- Invoice VLAWMO for its portion of completed restoration work after the invoice for 2024 work has been received from NST by NOHOA.

2. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:

- Reimburse NOHOA for 50% of documented costs up to but not to exceed \$15,000 of the costs in the scope of work between NOHOA and NST for invasive plant removal and shoreline restoration on Deep Lake as described above. All reimbursement requests shall include final receipts of payment. VLAWMO reserves the right to inspect the areas of completed work and withhold any or all reimbursement until work is deemed satisfactory by VLAWMO staff.

3. Use of Any Related Documentation. 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 VLAWMO nor NOHOA. VLAWMO and NOHOA may use, without restriction, products of the invasive plant removal and shoreline restoration work 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 invasive plant removal and shoreline restoration with NST in 2024 and reimbursement 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. VLAWMO shall remain responsible for reimbursing NOHOA for the professional costs it incurs prior to the effective date of the 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.

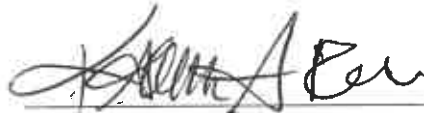
**Vadnais Lake Area Watershed
Management Organization**

Chairperson

Administrator

Date: _____

North Oaks Home Owners' Association



Authorized Representative

Date: 5/8/24

