

**Memorandum of Understanding Between
the Vadnais Lake Area Water Management Organization and City of Vadnais Heights
for Ongoing Restoration/Goat Grazing of the City Hall Wooded Wetland**

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

Whereas, VLAWMO and the City have been working together on woody invasive (e.g., buckthorn) removal at the City Hall wooded wetland since 2019, including efforts with volunteers, community-engaged learning university students, AFSA high school students, and sentence-to-serve crews;

Whereas, VLAWMO and the City have worked in partnership to support site management in the wooded wetland involving Public Works staff to utilize the chipper to process and remove woody debris since 2019;

Whereas, the City supported VLAWMO’s setup and use of a buckthorn removal plot/grid area within the wooded wetland to participate in a 3-year University of Minnesota citizen-science experimental project (Cover It Up) that investigated optimal seed mixes to prevent reestablishment of buckthorn following initial removal (2020-2022);

Whereas, VLAWMO and the City partnered to apply for, receive, and successfully implement a Minnesota Department of Agriculture invasive species removal grant (2021-2022) that provided funds for buckthorn removal in the wooded wetland;

Whereas, VLAWMO and the City partnered financially and on implementation of a contract with the Munch Bunch to use goat grazing to remove regenerating buckthorn during 2023, and a second year of grazing was recommended because of the high-density infestation;

Whereas, VLAWMO and the City partnered to apply for and have received a Minnesota Department of Natural Resources Conservation Partners Legacy (CPL) grant to reseed the removal areas of the wooded wetland with native plant species following a second year of goat grazing in 2024;

Whereas, a second year of goat grazing was approved in VLAWMO and the City’s annual budgets (50/50 support) for 2024, a contract was implemented with the Munch Bunch, an unexpected event caused the Munch Bunch to withdraw their contract for 2024, notification was received from the Munch Bunch consistent with terms in the minor services contract, a substitute company (ScapeGoats) was identified, and a contract is fully executed with ScapeGoats for 2024 for a not-to-exceed total of \$11,800;

Whereas, the parties wish to clearly define their respective roles and financial support for goat grazing in 2024 at the City Hall wooded wetland;

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

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

- a. VLAWMO will provide management and oversight with the contractor;
- b. Receive and transmit invoices from the contractor to the City for payment;
- c. Reimburse the City for 50% of the cost of the Project (VLAWMO's portion is \$5,900);
- d. Provide communication and coordination related to the Project with City staff.

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

- a. Issue payment to the contractor for invoices related to the Project;
- b. Invoice VLAWMO for 50% of the Project costs after invoices have been received.

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 City or VLAWMO. City and the 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 Project and issuance of final payment.

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 Water
Management Organization**

City of Vadnais Heights

Chairperson


Public Works Director

Administrator

Date: 5/10/24

Date: _____