



September 10, 2021

Sent via email: maggie@greatoutdoorsfoundation.org
tashby@dmampo.org

Maggie McClelland, Project Manager
Central Iowa Water Trails
501 SW 7th Street, Suite G
Des Moines, IA 50309

Mr. Todd Ashby, CEO/Executive Director
Des Moines Area Metropolitan Planning Organization
420 Watson Powell, Jr. Way, Suite 200
Des Moines, IA 50309

RE: Plans and Specifications for the Central Iowa Water Trails BUILD Grant

Ms. McClelland and Mr. Ashby:

The City has reviewed the August 20, 2021 check plans for the Central Iowa Water Trails BUILD project and the responses to City staff comments dated September 3, 2021. City approval is subject to previous comments being addressed and satisfactorily incorporated into plans and specifications as noted in responses to City comments. In addition, City Engineer approval of the plans and specifications is subject to resolution and incorporating the following into the final plans and specifications:

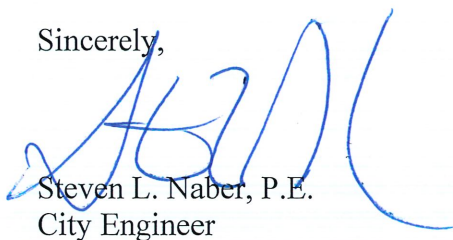
1. Approval is subject to the condition that all projects obtain (applicable) local, state, and /or federal floodplain permits. In general, technical memorandums and hydraulic analysis have been provided demonstrating that each site can meet the City Chapter 50 requirements, with the noted exception of Scott Avenue that has been granted a variance specifically for the inability to achieve a No-Rise.
2. Naming and recognition are included in the plans but are not approved. In accordance with the 28E Agreement between Central Iowa water Trails and the City of Des Moines, being considered by City Council on September 13, 2021, naming rights and donor recognition are to be provided in a separate agreement by the Des Moines City Council and in accordance with the City's Policy For Naming of Streets, Facilities, and Parkland in the City of Des Moines.
3. Finalized contract time provisions that incorporate appropriate coordination, requirements and City staff comments to minimize impact to adjacent projects and uses, including Metro Waste Authority, City Public Works, City Parks and Recreation, Wastewater Reclamation Authority, Rowing Club, Drake University Rowing, Captain Roy's, Birdland Marina users, levee construction, Animal Control Facility at Harriet.

4. Comply with terms of Supplemental Agreement No. 2 that amends the lease of Prospect Park between the Secretary of the Army and the City of Des Moines. A draft of the document is attached to this letter. Specifically, please note:
 - a. Prospect Park plans and specifications will need to include provisions requiring testing of fill material (borrow and waste) to ensure contaminated materials are not being delivered or leaving Prospect Park (21.d of attached).
 - b. Ensure the required inspection by the Rock Island Real Estate Division is satisfactorily accomplished prior to certifying project completion and recommending City acceptance (21.e of attached)
5. The Scott Avenue project will place regulatory signage as provided in the September 3, 2021 response, including restricting fishing on a portion of the Scott Avenue Bridge. Once the language and restrictions are finalized, an ordinance will be drafted and presented to City Council for consideration. In addition to the portage signage, signs warning paddlers of the potential for fishing from the Scott Avenue Bridge will be placed as part of the project.
6. Pay items and quantities for the Scott Avenue Stormwater Box Repair will be revised include both a lump sum pay item and a pay item with a measured quantity as discussed and agreed to on September 1, 2021.
7. If the awarded bid amount or construction cost of the stormwater box repair exceed \$200,000, the City Engineer will be consulted.

The City will never have been deemed to approve or consent to any plans and specifications that degrade or harm any Des Moines Metropolitan Wastewater Reclamation Authority or City improvements or facilities, or that reduce the quality of the final improvements. The City will never be deemed to approve or consent to a waiver of any provisions of the plans and specifications or to have consented or authorized the use of defective workmanship or materials.

Feel free to contact me at SLNaber@dmgov.org or by phone at (515)283-4563.

Sincerely,



Steven L. Naber, P.E.
City Engineer

cc: Mark Land, Snyder & Associates
Pamela S. Cooksey, P.E. Assistant City Manager

DEPARTMENT OF THE ARMY
SUPPLEMENTAL AGREEMENT No. 2
LEASE NO. DACW25-1-93-4040

SAYLORVILLE LAKE PROJECT
DES MOINES RIVER, POLK COUNTY, IOWA

THIS SUPPLEMENTAL AGREEMENT NO. 2, is made on behalf of the United States, between the Secretary of the Army, hereinafter called the "Government," and the City of Des Moines, Iowa, hereinafter called the "Lessee."

WITNESSETH:

WHEREAS, the Government previously granted a lease for public park and recreational purposes, designated as Lease No. DACW25-1-93-4040, hereinafter referred to as the "Original Lease," expiring on April 14, 2036, to use and occupy approximately 262.30 acres, more or less, of land and water areas under the primary jurisdiction of the Department of the Army;

WHEREAS, on November 6, 2008, the Government executed Supplemental Agreement No. 1 to the Original Lease, to expand the lease area by approximately 20.30 acres, thereby increasing the total acres leased to 282.60 acres, more or less, to coincide with current management efforts on the land by the Lessee; update Conditions 2, 4, and 17; and add Conditions 19 and 20(a-b); and,

WHEREAS, under Condition 2 of said lease, the Lessee requests the Government amend the Original Lease for the purpose of replacing and/or updating, in whole or in part, the improvements and amenities at Prospect Park as shown on Exhibit C-1, which is made a part of said lease.

NOW THEREFORE, upon execution of this Supplemental Agreement No. 2, the Original Lease is amended in the following respects:

1. "District Engineer" is replaced with "Real Estate Contracting Officer" throughout the document.
2. The Lease shall be amended to include Condition No. 21 as follows:

21. SITE SPECIFIC CONDITIONS

Lessee is approved to construct the following improvements upon that part of the leased premises called Prospect Park: ADA compliant hard surface

trails to angler access/fishing rock vanes and park amenities, additions of pedestrian crossings, an extension of the multi-purpose trail, addition of lights at key locations and parking areas, addition of native landscaping and green stormwater elements and natural channel design techniques, update of canoe/kayak launch area, motorized boat launch access and park entrance road for recreational purposes. All said improvements are depicted in the approved construction plans attached and incorporated herein as Exhibit C-1, hereinafter referred to as the "Project", subject to the following conditions.

- a. Lessee shall comply and adhere to the terms and conditions set forth in the Individual Permit for 2021-0199 authorized by the U.S. Army Corps of Engineers Rock Island District Regulatory Branch on or about September 1, 2021.
- b. Lessee must provide the following documentation to the Rock Island District Real Estate Division Management and Disposal Branch, attention Ms. Carri Nickel, for review and acceptance before any work may commence.
 - a. Stormwater protection plan permit;
 - b. Coordination and concurrence letters from the United States Fish and Wildlife Service that support and supplement the Federal Highway Administration's ESA determination regarding the Endangered Species Act;
 - c. Iowa DNR Floodplain Construction Permit and any other state or local flood plain development permits; and,
 - d. Documentation that the Project complies with state and local flood plain development regulations and will not impact flood levels within the reach.
- c. As a best-management practice for protected bats, the Lessee shall schedule any tree trimming or tree removal that may be necessary for the activity contemplated herein between October 1 and March 31.
- d. Any fill material brought on to government land from another site or leaving government land for use on another site must be tested to ensure contaminated materials are not leaving or being deposited on US government property in accordance with applicable Federal and state regulations. If the transfer of fill material is needed and materials are tested for contaminants, a report must be provided to the Rock Island District Real Estate Division, Management and Disposal Branch, attention Ms. Carri Nickel, upon completion.
- e. Lessee shall notify the Rock Island District Real Estate Division, Management and Disposal Branch, Carri Nickel at (309) 794-5016 upon completion of the construction project to establish a time that is mutually convenient, but no

later than 60 days after project completion, to inspect the Project and ensure compliance with the terms of this agreement.

All other terms and conditions of the Original Lease and subsequent supplemental agreements remain in full force and effect.

[The remainder of this page is left intentionally blank.]

DRAFT

This Supplemental Agreement No. 2 is executed on behalf of the United States by authority of the Secretary of the Army, this _____ day of _____ 2021.

Amanda J. Forslund
Team Lead, Management and Disposal Branch
Rock Island District
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) : **ss**
COUNTY OF ROCK ISLAND)

BEFORE ME, a Notary Public in and for State of Illinois, personally appeared Amanda J. Forslund, Team Lead, Management and Disposal Branch, Real Estate Contracting Officer, Real Estate Division, U.S. Army Corps of Engineers, Rock Island District, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the said instrument by authority of the Secretary of the Army for the purposes therein expressed as the act and deed of the United States of America.

GIVEN under my hand and seal, this _____ day of _____,
2021.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

This Supplemental Agreement No. 2 also is executed by the Lessee this _____ day of _____ 2021.

The undersigned, acting as an officer of the Lessee, represents and warrants that he is authorized to execute this Supplemental Agreement No. 2 without the necessity of obtaining any other signature of any person, that the execution of this Supplemental Agreement No. 2 has been properly authorized by the governing body of the Lessee, and that this Supplemental Agreement No. 2 is fully binding on Lessee.

City of Des Moines, Iowa

T.M. Franklin Cownie
Mayor, City of Des Moines

ACKNOWLEDGMENT

STATE OF IOWA)
) : ss
COUNTY OF POLK)

On this _____ day of _____, 2021, before me, a notary in and for said county and state, personally appeared T.M. Franklin Cownie to me personally known, who being by me duly sworn did say that the person is the Mayor of Des Moines, Iowa; that said instrument was signed on behalf of the said City of Des Moines, by the authority of its governing body and the Mayor acknowledged the execution of said instrument to be a voluntary act and deed of the City of Des Moines, Iowa, for the uses and purposes therein mentioned.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

CERTIFICATE OF AUTHORITY

I, P. Kay Cmelik, certify that I am the City clerk of the City of Des Moines, Iowa, named as Lessee herein; that T.W. Franklin Cownie, who signed the Supplemental Agreement No. 2 on behalf of the City of Des Moines, Iowa, is the Mayor of Des Moines, Iowa, and that T.W. Franklin Cownie was duly authorized to sign and execute said Supplemental Agreement No. 2 on behalf of Lessee, and that execution of said Supplemental Agreement No. 2 is within the scope of Lessee's legal authority.

P. Kay Cmelik
City Clerk
City of Des Moines, Iowa

ACKNOWLEDGMENT

STATE OF IOWA)
) : ss
COUNTY OF POLK)

On this ____ day of _____ 2021, before me a Notary Public in and or said County and State, personally appeared P. Kay Cmelik to me personally known, who being by me duly sworn did say he/she is the City Clerk of the City of Des Moines, Iowa, and acknowledged that the execution of said instrument to be his/her voluntary act and deed.

NOTARY PUBLIC

(SEAL)

My commission expires: