

Central Iowa Water Trails
Governance and Management Analysis
January 2020

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^{*}There was stakeholder input received from additional individuals not listed here by anonymous survey.

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Stakeholder Engagement and Input

It is critical that a project as ambitious and far-reaching as Central Iowa Water Trails reflect the vision and values of the multiple communities and stakeholders that are impacted. Relatedly, the governance and management model for Central Iowa Water Trails must acknowledge and be responsive to the multitude of insights and sentiments held by community leadership and stakeholders throughout the region. In the course of developing the recommendations contained with this analysis.

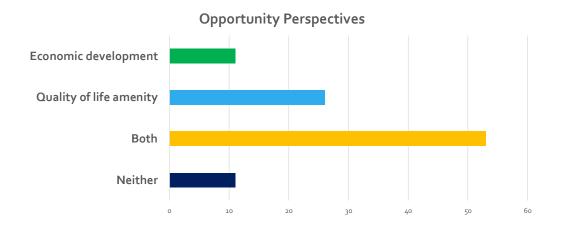
In order to collect the vision and values of the community the consultant team have distributed online surveys to 56 identified key stakeholders throughout the region soliciting input on management and governance opportunities and concerns, conducted personal one-on-one interviews with eight community leaders in senior positions, and held focus groups that included 43 of these stakeholders. The communities and agencies represented in this stakeholder input are detailed below.

- Iowa DNR
- Polk County Conservation
- Warren County Conservation
- Dallas County Conservation
- Polk County
- Warren County
- Dallas County
- Catch Des Moines
- Metropolitan Planning Organization (MPO)
- Greater Des Moines Partnership
- Community Foundation of Greater Des Moines
- Great Outdoors Foundation
- City of Des Moines
- City of West Des Moines
- City of Altoona
- City of Ankeny

- City of Bondurant
- City of Carlisle
- City of Clive
- City of Johnston
- City of Norwalk
- City of Pleasant Hill
- City of Urbandale
- City of Van Metter
- · City of Waukee
- City of Windsor Heights
- Polk County Soil and Water + WMAs
- Downtown River Authority
- Iowa Rivers Revival
- US Army Corps of Engineers
- Iowa Natural Heritage Foundation

HIGHLIGHTS OF FINDINGS

There were several key highlights of the findings from the stakeholder input process. First and foremost, almost all of the community leaders engaged are very familiar with the vision and intent of the Central lowa Water Trails project and see it either as an economic development opportunity, quality of life amenity or both. The graph below depicts the number of responses received based on these options.





Most Important Priorities:

- Water access and water quality
- Safety
- Attraction of new business and skilled workforce
- Tourism
- Engaging the broader community with the rivers

Most Significant Concerns:

- · Water quality and safety
- Governance
- Paying for it
- Equitable benefits for investments

Best Ways to Support Costs:

- Public set-asides from each community
- Private sector investment
- Endowment
- Earned / concessionaire revenues

Most Important Considerations for Governance and Management:

- Centralized governance
- Cooperative / consolidated
- Quasi-governmental governance entity
- Equitable benefits for investments / fairness

Key Obstacles to Overcome:

- Parochialism
- Funding sources
- Water quality and safety
- Not being inclusive in project development and governance
- Limited vision by some

COMMUNITY VALUES MODEL

The insights and values ascertained throughout the stakeholder input process are synthesized into a model or matrix that helps to align with actionable strategies. The *Community Values Model* features recommended strategies from community input that align with six major categories of best practices: Community Mandates / Priorities, Standards, Levels of Service, Financial / Revenue, Governance / Organizational, and Partnerships.

The matrices on the following pages detail the intersection of the community values and input received with the strategic planning areas of the project as it related to developing sound recommendations for governance and management of the Central Iowa Water Trails project.



	Community Value 1: Public Mandates / Priorities	Community Value 2: Standards
	Provide safe and meaningful access to the regional waterways of Central Iowa that support a commitment to conservation and public safety, while promoting community interaction, healthy lifestyles, recreational enjoyment, and economic development.	Establish a high level of quality through the implementation of consistent standards for development, design, operations, and maintenance of Central lowa Water Trails sites and facilities that provide high quality services, safety, and cleanliness.
Strategy	Consistently provide for both personal and public safety for users accessing the water and visitors to Central Iowa Water Trails sites.	Maintain and continually monitor personal and public safety standards for safe interaction with the water and natural resources, and for visitation and use of Central lowa Water Trails sites and facilities.
Strategy	Provide thorough and consistent maintenance of sites and facilities that meets modern standards, including accessibility, sustainability, and efficient and optimal use of all amenities.	Develop and maintain site and facility maintenance, management, and development standards that apply to all Central lowa Water Trail project sites.
Strategy	Leverage Central lowa Water Trails sites and facilities, and the recreational opportunities afforded by them, to attract new businesses and a skilled workforce to the region.	Create balance and accessibility through education programs, experiences and facilities that mirror the diversity of interests in the community, without degrading the natural resource.
Strategy	Enhance the existing tourism appeal of the Central lowa region and the individual communities within it.	Implement design and development standards that preserve the character of Central lowa communities, as well as meet the public safety, aesthetic, and versatile use expectations of developed sites.
Strategy	Improve the engagement of the broader residential community with the rivers and waterways of the region.	Maintain conservation standards to guide the management of Central Iowa Water Trails sites and facilities.



	Community Value 3: Levels of Service	Community Value 4: Financial / Revenue
	Provide balance and consistency in the delivery of programs and services by meeting the needs of the community and their interests at Central Iowa Water Trails sites and facilities that incorporate values of healthy lifestyles, natural and cultural resource appreciation, and outdoor recreation.	Manage Central Iowa Water Trails sites, facilities and programs to generate revenue at established cost recovery goals to off-set operational and maintenance costs while considering affordability, customer need and demand, value of services received, and leveraging of resources.
Strategy	Develop and implement program standards as it applies to facility design, amenities, and programs and services including outdoor fitness/health and wellness, nature education, natural and cultural resource stewardship, and outdoor recreation.	Create revenue and pricing policies that encourages users to invest in facilities supporting their interests based on the level of exclusivity they receive above a general taxpayer.
Strategy	Support a functional and productive year-round program calendar, including use of sites and facilities through special events.	Design and operate recreation spaces and amenities to create value that users are willing to pay for sufficiently to off-set operating costs.
Strategy	Expand on the prominence and use of existing regional trails with varied and versatile water trail opportunities.	Develop a sponsorship policy and plan that can be used to reliably leverage private sector support for capital projects and programs.
Strategy	Provide for appropriate outdoor adventure programming that will not compromise the conservation of natural resources at Central lowa rivers and waterways.	Design facilities and facility operations to produce revenue to offset operating costs.
Strategy	Provide access and usage opportunities to meet the needs of diverse stakeholders and community groups, families, adults, youth groups, and visitors to the region.	Appropriately promote and market programs and facilities to increase usage and participation that will enhance revenue capacity of the sites and facilities .
Strategy	Coordinate programs and services between all operators of Central Iowa Water Trail sites and facilities to enhance visitor opportunities.	Enhance the relationships between existing regional planning organizations and local communities through collaborative sharing of capital, maintenance and management costs that is equitable to each party's investment.



	Community Value 5: Governance /	Community Value 6: Partnerships
	Organizational	
	Develop a governance and management model that reflects the best practices, meets the needs of multiple communities and jurisdictions, provides economic stimulation to the region, meets financial objectives of the project, provides equity of benefits to communities commensurate to their initial and ongoing investment, and provides consistency of service and site/facility design and maintenance.	Maximize resources through equitable partnerships to leverage facilities, and program opportunities at Central lowa Water Trails sites that optimize efficient and effective operations.
Strategy	Develop a governance entity that is centralized to provide consistent standards of design, operation and maintenance of Central Iowa Water Trail sites and facilities.	Develop public/public, public/not-for- profit, and public/profit partnership policies, including potential partnerships for developing, operating and maintaining Central Iowa Water Trail sites, facilities and services.
Strategy	Develop a governance entity that has the capability of generating and administering public funding that can be distributed to local communities and jurisdictions operating and maintaining Central lowa Water Trail sites and facilities.	Strengthen the partnerships and collaborations between existing recreational agencies and operators in the region through coordination meetings and initiatives.
Strategy	Develop a governance entity that is collaborative, consolidated, and includes representation of all the communities and jurisdictions involved in the management and operation of Central Iowa Water Trail sites and facilities.	Develop appropriate partnerships with potential user groups, youth service organizations, regional tourism entities, Catch Des Moines, and local community chambers and economic development departments to promote usage of Central lowa Water Trails sites and facilities.
Strategy	Develop and implement a distributed management model of Central Iowa Water Trail sites and facilities that engages local communities and jurisdiction in the performance of those responsibilities, provides consistent standards, and provides funding support to do so.	Develop a sustainable partnership with an appropriate non-profit organization to leverage ongoing private sector funding to support select capital projects and maintenance of Central Iowa Water Trails sites and facilities.



Case Study Analysis

INTRODUCTION

The purpose of this case study analysis is to examine options other cities have used to manage and finance water trail improvements in their respective communities for park properties in city locations where water trails are located. The report then examines the budget and revenue sources for five jurisdictions on how they financed their water trail development. This study also briefly explores other funding options to consider as Des Moines Partnership moves forward.

OVERVIEW AND PEER COMMUNITIES

This study review looked at five communities that have recently completed or started a river trails redevelopment project. The related projects and communities include the My Trails and Parks campaign in South Bend, Indiana; Grand River Greenway in Grand Rapids, Michigan; Buffalo Bayou Conservancy in Houston, Texas; Great Rivers Greenways in St. Louis, Missouri; and the Carolina Thread Trail in North and South Carolina. The goal was to look at their process and determine elements that maybe applicable to the Central Iowa Water Trails partnership as part of a review process. These peer cities used a combination of resources to redevelop their riverfronts and water trail systems as part of an economic tool for their city.

KEY FINDINGS

The Great Rivers Greenways project in St. Louis, Missouri; and the Carolina Thread Trail project in North and South Carolina, were found to be the most relevant to the Central Iowa Water Trails vision and local conditions. The key findings of this case study analysis for these two projects are provided below, with detailed findings from all five locations featured in Appendix A of this report.

GREAT RIVER GREENWAYS, ST. LOUIS, MISSOURI

Great Rivers Greenways is a public agency created by a vote of the people in St. Louis City, St. Louis County and St. Charles County in the year 2000 through a ¼ cent sales tax dedicated to parks, greenways and water trails. These funds allow the organization to collaborate with institutions, partners, and over 100+communities to build, care for and bring life to the network of trails. They provide training, volunteer work days and support to ensure great experiences. The project transcends political boundaries and unties the communities based on the watersheds not zip codes and city limits. Great River Greenways is governed by a 12-member board of directors that represent the region, a staff of 26 + 265 partners are accountable to the taxpayers to develop, maintain, program and manage the system.

CAROLINA THREAD TRAIL, NORTH AND SOUTH CAROLINA

Carolina Thread Trail is a regional network of trails that connects 2.9 million people in 15 counties in North and South Carolina. The Thread Trail is managed by the Catawba Land Conservancy. The Thread Trail is an example of a unprecedented regional collaboration that works to connect people and communities to nature and each other through 260 miles of trails and 170 miles of blue ways. The focus is on economic development, conservation and recreation. The Thread Trail started in 2007 through the Foundation of the Carolinas and more than 40 community and business leaders involved to leverage local, state and federal funds. Eight-eight (88) communities are connected to the Thread Trail.



Governance / Management Analysis

Following the case study analysis of five relevant regional collaborations, it is recommended that Central lowa Water Trails adopt a *Centralized Governance – Distributed Management* model.

A CENTRALIZED GOVERNANCE ENTITY

- Provides oversight and coordination of management and maintenance of Water Trails sites and facilities
- Maintains management contracts / cooperative agreements with local jurisdictions



- Receives/generates operational funding that is directed for local management activities
- Can also coordinate regional programmatic elements of Central Iowa Water Trails

DISTRIBUTED MANAGEMENT

- Local jurisdictions partner to ensure regular management and maintenance of Water Trails sites and facilities under contract with the governance / management entity
- Support and help coordinate programming at sites within their jurisdiction
- Can manage concessionaires at sites within their jurisdiction for delivery of programs and services, and revenue generation
- Emergency response by local departments

In this model, there are two recommended alternative governance / management entity proposed by the consultant team – a **private**, **non-profit conservancy**; or a **quasi-governmental regional authority**. Below and on the following pages are an analysis of these alternatives.

GOVERNANCE ENTITY ALTERNATIVES

PRIVATE CONSERVANCY

There are several examples of successful private, non-profit conservancies overseeing large regional recreation and/or tourism programs within the United States. Examples from the case study analysis similar to this model are the Carolina Thread Trail governed by the Catawba Land Conservancy, and Buffalo Bayou overseen by the Buffalo Bayou Partnership. These are 501(c)3 organizations governed by a Board of Directors that is representative of the jurisdictions and key stakeholders involved. This entity should be established to be able to receive funding from public sources and leverage that with private sector funds through annual fundraising efforts. Site and facility maintenance is delivered primarily through management agreements with local jurisdictions.

One of the most important considerations of this approach is that the conservancy must have a strong partnership with a public entity that provides annual funding to cover 50-70% of baseline operations and management costs. Overly ambitious expectations about the success of private sector fundraising by the conservancy to cover the majority of operations and management costs is typically the primary reason examples of this model financially struggle.

REGIONAL AUTHORITY

It is very common that a quasi-governmental authority governs regional project collaborations like Central lowa Water Trails. This successful model for providing sites, facilities and services that span multiple



governmental jurisdictions, receives public funding, and is considered to be delivering public goods and services. A publicly appointed Board of Directors representative of the jurisdictions and key stakeholders involved most often governs these entities. Regional authorities can receive public funding either directly or through partnerships with public agencies, can generate earned revenues, and often partner with a non-profit organization to raise private-sector funds. Additionally, a regional authority sometimes can have the ability to directly levy public funding and issue debt. Site and facility maintenance is delivered primarily through management agreements with local jurisdictions.

One of the organizational challenges with regional authorities are when they are considered overly bureaucratic and ineffective in the delivery of services to local communities. It is important that the Board of Directors properly reflect communities and stakeholders that are both contributing to the success of the authority, and who benefit from the regional collaboration. Similarly, the policies and practices of the authority must reinforce a perceived equitable exchange of benefits for investments made by local communities for development and maintenance of Central Iowa Water Trails sites and facilities.

COMPARATIVE ANALYSIS

This analysis is predicated on the fact that the majority of capital funding for CIWT site development is being raised centrally by the Great Outdoors Foundation from the following sources:

- 1/3 federal funding
- 1/3 private funding
- 1/3 state / county / local funding

Our primary goal in this process is to establish how all the CIWT sites and facilities will be maintained, coordinated, and operated moving forward. There can and will be a variety of management agreements structured to provide maintenance and programming at sites.

INSTITUTIONAL FRAMEWORK

Governance / Management Area of Responsibility	Private, Non-profit Conservancy	Quasi-governmental Regional Authority
Development of CIWT sites and facilities	 Develops and maintains design standards on site and amenity development. Coordinates local development of sites / approves plans Distributes capital funding to local jurisdictions by project Requires strong partnership with public or quasi-public agency for funding support 	 Develops and maintains design standards on site and amenity development. Usually leads development of local sites / co-creates plans Requires strong partnership with non-profit organization for private sector funding support
Governance of CIWT sites and facilities – development and maintenance standards, safety and security standards, program standards	 Enforces standards through partnership/management agreements with local communities that typically involves an exchange of resources Difficult to enforce standards outside of the terms of the agreements. 	 Enforces standards through partnership/management agreements with local communities that typically involves an exchange of resources Can have regulatory authority that assists to manage assets developed with capital funds.



Governance / Management Area of Responsibility	Private, Non-profit Conservancy	Quasi-governmental Regional Authority
Maintenance and management of CIWT sites and facilities	 Can provide direct maintenance and management of sites and facilities if contracted by local communities Provides resources to local entities through management agreements for site and facility maintenance and management Most maintenance will be contracted Local emergency response managed by each jurisdiction 	 Usually leads maintenance and management of sites in partnership with local communities Can provide resources to local entities through management agreements for site and facility maintenance and management Most maintenance will be contracted Local emergency response managed by each jurisdiction
Ongoing management of operations and maintenance funding	 Strong partnership with a public or quasi-public agency(s) that allows for public funding to support 50-70% of operational and management costs Can be expected to raise funds for 30-50% of operational and management costs through private fundraising 	 Collects some form of public funding to support 70%+ of operational and management costs (i.e. bonds, TIF, bid district, public service fees, etc.) Can partner with a non-profit organization to raise 30-40% of operational and management costs through private sector fundraising

Consistent standards for design of sites, facilities, and signage should be developed and maintained by the governing entity in either of the models evaluated in this analysis. Similarly, consistent standards for operation and usage of the sites can be established by the governing entity and enforced by local jurisdictions. Whether a conservancy or a quasi-governmental authority is the governing entity, leadership of each of the jurisdictions that are contributing to the CITW project regionally should appoint the governing board. Additionally, there can be at-large members of a governing board that represent key stakeholder groups. At-large members should be selected by a majority vote of seated members of the governing board and should never exceed in number members representing public jurisdictions.

The distribution and selection of board members should reflect such factors as the intent and purpose of the entity, each jurisdiction's interest in the governing entity, each city's/county's financial contribution to CIWT, the amount and quality of land and/or funding dedicated to CIWT use, the existing and planned locations of CIWT improvements, and organizational efficiency. Finally, administrative expenses should never exceed 15% of total operational expenses of the governing entity.

The staffing model for each governance alternative will be relatively similar with the following key positions / areas of focus:

- Executive leadership
- Business development / fundraising
- Design development and management
- Partnerships and maintenance



DIFFERENTIAL EVALUATION

The following evaluation is a subjective analysis of the consultant team based on their professional experience and knowledge of other similar regional collaborations in the United States. The differential scale of this evaluation applies a value rating of the suitability of each governance entity alternative across multiple desired outcomes. That scale is as follows:

- 5 Highly suited
- 4 Well suited
- 3 Fairly suited
- 2 Poorly suited
- 1 Not suited

Desired Outcome	Private, Non-profit Conservancy	Quasi-governmental Regional Authority
Raise public sector funds for development of CIWT sites and facilities	4	5
Raise private sector funds for development of CIWT sites and facilities	5	3
Raise public sector funds for operations and management of CIWT sites and facilities	4	5
Raise private sector funds for operations and management of CIWT sites and facilities	5	3
Resiliency to sways in external economic and social conditions and priorities	2	4
Resiliency to changes in public trust	4	2
Establish and maintain enforceable design, development, and maintenance standards	3	4
Potential influence with external stakeholders that impact the quality and usability of CIWT sites and facilities	4	4
Potential perception of equitable balance of benefits realized from investments by local communities	4	3
Organizational efficiency	4	3
TOTAL	39/50	36/50
Summary suitability rating	78%	72%



RECOMMENDED CONSIDERATIONS

Based on the experience of the consulting team, substantial feedback from the Governance Subcommittee of Capital Crossroads, and the comparative analysis performed in this process, a **private**, **non-profit conservancy** appears to be the governance entity best suited to be successful overseeing the Central lowa Water Trails sites and facilities. It order to ensure the success of this type of governance entity and to address some of the areas of risk identified in the comparative analysis, the following are also important considerations:

- 1. A strong and reliable partnership exist between the conservancy and a public or quasi-public agency(s) that provides 50-70%+ of the operational and management costs of the conservancy.
- 2. Strong management agreements between the conservancy and local communities support enforceable design, development, operations and maintenance standards.
- 3. A capital and operational endowment of \$3-5 million is established during the initial project development fundraising initiative.
- 4. Administrative costs of the conservancy / governing entity not exceed 15% of total operational costs of the entity.

If there are strong values and preferences towards the **regional, quasi-public authority** model of governance amongst key stakeholders and involved communities of the Central lowa Water Trails project, the consultant team believes this can be successful as well. This, of course, would require a statutory action that establishes the authority or district as a public entity. The primary reasons for this consideration are the following:

- 1. Stronger ability to leverage public funding for development of sites and facilities.
- 2. Stronger ability to leverage reliable public funding for ongoing operations and management of sites and facilities.
- 3. Stronger resiliency to changes in external economic and social conditions and priorities.

It is also possible that an initial governing entity established as a private, non-profit conservancy can evolve into a regional authority in future years. This could be advantageous as new capital phases are identified for purposes of expanding the CIWT system, and/or to address future major capital repair and replacement projects of facilities and infrastructure.



Maintenance Standards and Cost Projections

Three maintenance levels are generally defined for any specific park site. The difference between levels is frequency of maintenance as determined by funding availability. Maintenance Standards have these general characteristics.

- Level 1 Maintenance High profile areas where the entire area is visible to foot traffic such as
 entrances to specific park attractions, signature facilities, and areas where funding permits a
 higher level of maintenance. Example of maintenance activities include: Mowing and edging
 twice per week, 95 percent turf coverage at start of season with 5 percent weeds and 0 percent
 bare area, edging once per week, tree pruning cycle once annually, litter pickup three times per
 week.
- Level 2 Maintenance Moderate to heavy use typical of most parks. Example maintenance activities include: Mowing and edging once per week, 88 percent turf coverage at start of season with 8 percent weeds and 4 percent bare area, tree pruning cycle every seven years, litter pickup twice per week.
- Level 3 Maintenance Typical for low usage parks or when funding is limited. Example maintenance activities include: Mowing and edging every 10 days, 80 percent turf coverage at start of season with 20 percent weeds, edging once per week or every 2 weeks in off-season, tree pruning cycle every 10 years, litter pickup every other week.

In areas where turf does not impact quality of experience or non-landscaped open space areas, demand-based maintenance is provided according to funding availability.

For the Des Moines River Park Trail sites, it is anticipated that most of these sites would be maintained at a level two maintenance level.

MAINTENANCE STANDARDS

Maintenance standards are organized by three levels of service. Maintenance standards can change by season and month depending on the type of park area level of use. Standards shall be calculated by time and equipment proposed for all parks in the system.

This format provides guidance in terms of understanding the required work activities and elements in a descriptive manner that then can be quantified numerically. Following are descriptions of the levels of service and both qualitative and quantitative maintenance standards as proposed for all the River Park sites in the system.

The Consulting Team is outlining a **Level Two Level of Service** outlined below: This would include parking areas, turf areas to mow, restrooms, playground, picnic area, signage, hard and soft surface trails, art features to maintain, benches, four or five campsites, drinking fountains, fire pits, canoe/kayak storage, fishing piers and amount to on average 5-7 acres per site.

Maintenance cost for Level Two maintenance based on a 32-week season for the following based on contractors taking care of the sites:

- Mowing- 32 mows: Cost per acre \$5,600 a year. This includes litter pick up, aeration, over seeding, etc.
- Picnic Shelter Maintenance (3 Cleanings a Week): \$4,000 per year.
- Maintaining a Mile of Trail: \$12,000 dollars a mile per year for sweeping, cleaning, removing debris and snow removal and making any repairs.
- Maintenance of Flower Beds: \$36 per linear foot per year.



- **Natural Area Maintenance**: \$1,300 per acre per year for removing debris and non-native species.
- **Playground Maintenance**: \$3,000 per year for small playground up to \$6,000 per year for a large playground.
- **Campsite Maintenance**: \$2,500 per site per year. This includes campground clean up, fire pit clean up, emptying trash.
- Parking Lot Maintenance: Daily cleanup \$15 per hour x 226 days of cleaning x one hour a day= \$3,360 per year.
- **Boat ramp / launch:** Removal of logs and debris would be on an as-needed basis + dumping costs \$1,100 per year.

SYSTEM-WIDE MAINTENANCE COST PROJECTIONS

The consultant team performed a projection analysis for the entire CIWT system based on the data that is available at this stage of the planning phase in order to generate a general order of magnitude expectation for the key stakeholders. These projections are very "basic" given the existing data on individual site plans, therefore there were several assumptions utilized to develop this analysis. The most important assumptions are detailed below:

- This is a rough, general order of magnitude estimate based on very limited data.
- The estimates are for newly developed site and park amenities only.
- Data was only provided for 45 of the planned 83 sites. The estimates for the entire system of 83 sites was extrapolated from the average site costs of the 45.
- These estimates are time (labor) and material costs only, and only for typical and normal Level Two maintenance standards. They do not include any incidental costs associated with maintenance tasks stemming from extreme weather, changes in climate, or other unpredictable occurrences. However, these projections do include a 10% contingency on the grand total that could help absorb cost swings from events such as these.

Based on these assumptions and the data that was available, annual site maintenance costs were projected to vary widely from \$6,000 a year to \$36,000 per year per site. Total estimated annual maintenance costs of the 45 sites in which data was provided was \$715,580. An additional 10% contingency of \$71,558 brings the grand total of those sites to \$787,138. The average additional annual maintenance costs per site of these 45 sites is **\$15,556**. If that figure is used as a multiplier across all 83 sites, that brings the total new/additional annual maintenance cost projections of 83 sites to \$1,291,155. With \$129,115 being added as 10% contingency, bringing the grand total for all 83 to **\$1,420,271 per year.**

Given the relevant and extensive experience of the consultant team, this is a very reasonable general order of magnitude estimate for a system of this number of sites and of this nature.



Funding Analysis

As requested by the Governance Subcommittee, a funding analysis was performed to identify an expanded list of potential funding opportunities to support both capital development of CIWT sites and facilities, as well as ongoing operations and maintenance costs. These potential funding opportunities have been identified by the consultant team based on their extensive experience in the field and known successes across the country in funding parks and recreation projects similar to the CIWT vision.

RECOMMENDED FINANCIAL STRATEGY AND TOP FUNDING OPPORTUNITIES

The Consulting Team researched a host of funding options to fund the Water Trails Program. Of the ones reviewed the following seem to make the best case for consideration for the development, management of the River Trails program in the region and include the following:

Development of a **Water Trails Conservancy** to raise money for the development of the water access sites, parking facilities, restrooms, picnic and group gathering spaces working with municipalities involved in the program in the region. This would include development and maintenance of water access parks along with recreational development of outdoor adventure amenities in locations along the water trails and near population areas that can provide a host of events, programs, competitions, and general recreation pursuits in kayaking, canoeing, rowing, zip lining, trail running and adventure type spartan events that can provide high quality economic benefit to the region.

The Conservancy will need to work with local municipalities to raise capital and operational monies for the Water Trails program from the following funding options:

- Consider a **food and beverage sales tax of** ½ **cent** dedicate to the project. The ½ cent sales tax would be on fast food and beverages including alcohol only.
- Transient Occupancy Taxes on hotels near the sites where participants of events, competitions and tourist will stay. This could include a 1% tax on each hotel room during the spring summer and fall only.
- The cities involved could Tax Increment Financing (TIF) the sites where there is high
 concentration of access, put-in places and retail rental opportunities and food services on the
 development that follows the development of these sites to capture the additional tax
 revenue generated from the development around these access sites from restate and retail,
 concession development.
- The Downtown Des Moines Owners of Property could develop a BID District where by if 60% of the owners agree to tax themselves as a Business Improvement District that those dollars can be used to develop the commercial recreation development areas that would include outdoor adventure commercial areas, boat rental sites, retail sales, food services to support water trail users and greenway users of the site.
- Development of Greater Des Moines Rivers District like Great Rivers Greenways in St. Louis
 and St. Charles Counties in Missouri where they are funded by a 3/16 cent sales tax for the
 development of greenways and water ways through the two-county area with a regional
 board appointed by the County Executives of each county involved.
- Real-Estate Transfer Fees is a funding source that could be considered on the transfer of real estate from one person to another person and could be funded at ¼ percent up to 1% for the river trails program. The buyer pays the real-estate transfer fee as part of their closing cost.



- Set up a Land Trust to manage and develop the Water Trails program for the cities. The land trust would manage the properties for the municipalities and raise money for the river trails development, operation and maintenance cost including managing contractors to provide services at the sites for outdoor recreation purposes. They can also do annual fundraisers for the River Trails Program. The Land Trust can manage access fees, water trails membership programs and recreation events for the municipal governments involved in the program.
- Set up a Specialty Tag for the three-county area for the Water Trails program like a DNR
 Wildlife Tag. This would take special legislation for the tag but it will and can create a strong
 funding source for the management and operations of the river trails. Specialty tag rates
 would cost \$50.00 dollars.
- Set up a parking fee for each access site via a credit card payment program managed by an outside agency for the River Trials management group and cost \$2.00 an hour to park at the site and put in at the sites. All revenue would be by a debit card or credit card.



Organizational Charter

It was requested by the Governance Subcommittee for the consultant team to prepare a draft organizational charter for a Central lowa Trails Conservancy based on best practice examples from the case study analysis. The charter that follows is only a potential example provided for review and consideration, and was derived from a similar charter supporting the Great Rivers Greenway project.

CREATION OF CENTRAL IOWA WATER TRAILS CONSERVANCY

A Central lowa Water Trails Conservancy ("conservancy") may be created, incorporated and managed pursuant to this charter for purposes of providing coordination of capital development and ongoing operations and maintenance of Central lowa Water Trails ("CIWT") sites and facilities. This includes multiple sites located in independent municipalities in the region, and in multiple counties. Any recreation system or public parks system which exists within the region that contains CIWT sites and facilities shall remain in existence with the same powers and responsibilities it had prior to the creation of the conservancy.

PURPOSE OF THE CONSERVANCY

The conservancy shall have as its duty the development, operation and maintenance of a public system of interconnecting trails and parks throughout the municipalities and counties of central lowa. Nothing in this section shall restrict the conservancy's entering into and initiating projects dealing with parks not necessarily connected to trails. The conservancy shall supplement but shall not substitute for the powers and responsibilities of the other parks and recreation systems within the region or other conservation and environmental regulatory agencies and shall have the power to contract with other parks and recreation systems as well as with other public and private entities. Nothing in this section shall give the conservancy authority to regulate water quality, watershed or land use issues in the counties of the region.

GOVERNING BOARD OF DIRECTORS

When the conservancy is created, a governing board of directors will be appointed by the executive of each municipality and county in which CIWT sites and facilities are located. Each executive will appoint one member to serve on the conservancy board of directors for a term of three years. Upon the petition of the executive of the municipality or county from which the board member received his or her appointment, the governing body of the municipality or county may remove any board member for misconduct or neglect of duties.

The board members appointed to the conservancy board of directors shall hold office for three-year terms, except that for members first appointed, such members shall be staggered as evenly as possible between terms of one year, two years and three years. The executives of the municipalities and counties within the conservancy region shall meet to determine and implement a fair allocation of the staggered terms. On the expiration of such initial terms of appointment and on the expiration of any subsequent term, the resulting vacancies shall be filled by the executives of the respective municipalities and counties, with the advice and consent of their respective governing bodies. All vacancies on the board shall be filled in the same manner for the duration of the term being filled. Board members shall serve until their successors are named and such successors have commenced their terms as board members. Board members shall be eligible for reappointment.

Promptly after their appointment, the initial board members shall hold an organizational meeting at which they shall elect a president and such other officers from among their number as they may deem necessary. The members shall make and adopt such bylaws, rules and regulations for their guidance and for the government of the parks, neighborhood trails and recreational grounds and facilities as may be expedient



and not inconsistent with the regulations and authorities of the independent parks and recreation agencies within the region of the conservancy's influence.

Three additional members of the conservancy board of directors may be appointed by the seated members of that governing body to represent key stakeholders in the CIWT vision that are not representative of participating municipalities or counties at large. These members will serve with the same terms and expectations as those appointed by municipal or county executives. These members may be removed from their office on the board on the grounds of misconduct or neglect of duties by a majority vote of the board of directors.

Moneys Collected and Fund Management

Board members shall have the exclusive control of the expenditures of all money collected to the credit of the conservancy funds, and of the supervision, improvement, care and custody of public parks, neighborhood trails, recreational facilities and grounds owned, maintained or managed by the conservancy or independent municipality or county governments. All moneys received for such purposes shall be deposited in the account of the conservancy and shall be kept separate and apart from the other moneys collected by the conservancy for purposes other than development, management and operations of CIWT sites and facilities. The board shall have power to purchase or otherwise secure ground to be used for such parks, neighborhood trails, recreational facilities and grounds, shall have power to appoint suitable persons to maintain such parks, neighborhood trails, recreational grounds and facilities and administer recreational programs and fix their compensation, and shall have power to remove such appointees. The board shall keep accurate records of all its proceedings and actions and shall compile and publish reports of information relating to the conservancy and to the board's functions and proceedings pursuant to the laws of the State of lowa.

POWERS OF THE CONSERVANCY

The conservancy shall have the power to:

- (1) Contract with public and private entities or individuals both within and without the state and shall have the power to contract with the United States or any agency thereof in furtherance of any of the purposes of the conservancy;
- (2) Own, hold, control, lease, purchase from willing sellers, contract and sell any and all rights in land, buildings, improvements, and any and all other real, personal or mixed property, provided that real property may only be purchased by the conservancy if a majority of the board members consent to such acquisition;
- (3) Receive property, both real and personal, or money which has been granted, donated, devised or bequeathed to the conservancy;
- (4) Establish and collect reasonable charges for the use of the facilities of the conservancy; and
- (5) Maintain an office and staff at such place or places in this state as it may designate and conduct such business and operations as is necessary to fulfill the conservancy's duties.

PUBLIC ROADS, HIGHWAYS AND TRAILS

When a public highway, street or road extends into or through a public trail, trail area or park area of the conservancy, or when a public highway, street or road forms all or part of a suitable connection between two or more public trails, trail areas or park areas within the conservancy, and it is advisable by the board to make alterations in the route or width of the highway or to grade, drain, pave or otherwise improve the highway, the board may enter into agreements, consistent with the purposes of the conservancy, with the public authorities in control of the portion of the highway, street or road that lies within any, or forms



any part of, a connecting link to and between any, public trail, trail area or park area of the conservancy. Any agreement with any such public authority shall follow the procedure authorized by law for dealing with such authority, and any agreement shall provide for the payment by the board of an agreed-upon portion of the costs of such agreement.

EMINENT DOMAIN

The conservancy shall not have the power of eminent domain.



Final Recommendations

Based on the analyses and evaluations performed by the consultant team, and thorough discussions and feedback provided by the Governance Subcommittee, the final recommendations detailed on these following pages are provided for the management and governance strategy of the Central Iowa Water Trails project.

GOVERNANCE / MANAGEMENT ENTITY

A **private, non-profit conservancy** is the governance entity best suited to be successful overseeing the Central lowa Water Trails sites and facilities. This recommendation is derived from the results of the case study analysis of similar projects around the country, an independent and objective comparative analysis performed by the consultant team, and detailed discussions with the Governance Subcommittee. A non-profit conservancy features all the organizational structure and abilities to sufficiently manage the CIWT sites, should be governed by a Board of Directors that is appointed by local jurisdictional leadership, and seems to be the most politically palatable option for the current circumstances and stakeholders involved.

It order to ensure the success of this type of governance entity and to address some of the areas of risk identified in the comparative analysis, the following are also important considerations:

- When the conservancy is created, a governing board of directors should be appointed by the
 executive of each municipality and county in which CIWT sites and facilities are located. Three
 additional members of the conservancy board of directors may be appointed by the seated
 members of this governing body to represent key stakeholders in the CIWT vision that are not
 representative of participating municipalities or counties at large.
- A strong and reliable partnership exist between the conservancy and a public or quasi-public agency(s) that provides 50-70%+ of the operational and management costs of the conservancy. This could be achieved through multiple partnerships and operating/maintenance agreements with municipalities and counties in which CIWT are located.
- 3. Strong management agreements between the conservancy and local communities support enforceable design, development, operations and maintenance standards.
- 4. A capital and operational endowment of \$3-5 million is established during the initial project development fundraising initiative.
- 5. Administrative costs of the conservancy / governing entity not exceed 15% of total operational costs of the entity.

PROCESS FOR CAPITAL EXPANSION AND ENHANCEMENTS

There should be a clearly defined and consensually accepted process for reviewing and evaluating future capital expansion, enhancements, and development of additional CIWT sites. This process should be managed and overseen by the conservancy. While it is likely that this process will vary somewhat on how project ideas or concepts are initially derived, these should be consistent expectations by all key stakeholders on how the process will ultimately be followed.

Below are the recommendations of the consultant team:

 Project ideas initiated by local municipalities or counties should be vetted through an evaluation process cooperatively with conservancy management staff. This evaluation process should include, but not be limited to the following criteria:



- Site size
- Planned amenities
- Community needs the project is addressing
- Community stakeholders engaged
- Description of added value to the CIWT system
- o Identify if it is considered a "regional" or a "local" project
- Projected development costs
- Projected operations / maintenance costs
- Capital funding plan
- Operations / maintenance funding plan
- Project ideas initiated by the conservancy should be vetted with leadership staff and elected officials of affected municipalities and/or counties with the same criteria detailed above.
- All capital expansion, enhancement or new site development of CIWT sites must be approved by both a majority vote of the conservancy board of directors and the elected governing body of any municipality or county affected by the project.

DETERMINING MUNICIPAL / COUNTY PARTNER CONTRIBUTIONS

Financial obligations to support operations and maintenance costs of CIWT sites should be shared by the conservancy and the municipalities and/or counties in which the sites are located. Conservancy-supported costs can be funded by accepted/determined regional funding strategies, many of the options of which are provided in this report. Additionally, local jurisdictions should support between 50-70% of the projected operations and maintenance costs of CIWT sites located within their boundaries unless conservancy funding is sufficient to reduce those required municipal / county contributions.

These municipal/county contributions should be detailed in cooperative agreements with the conservancy, an example of which is provided in the appendices of this report, which also details the operations and maintenance responsibilities for the CIWT sites within the respective jurisdictions. The terms of these agreements should be relatively consistent from one jurisdiction to another with contributions being determined by a consistent percentage of projected operations and maintenance costs, and other influencing factors such as existing or ancillary facilities at the sites.

ESTABLISH THE COMPLEMENTARY FUNDS OF THE CONSERVANCY

Within the structure of the conservancy, it is recommended that two complementary funds be established – an operations and maintenance fund (O&M) and a capital fund. The purpose of the capital fund is to hold and distribute monies collected to support the capital development and construction of CIWT sites and facilities, including major capital repair and replacement projects in the future. The O&M fund should be established as the main repository of ongoing regional funding and financial contributions by municipal / county partners dedicated to support the regular operations and maintenance of CIWT sites and facilities. These two funds would be managed by conservancy staff, with the conservancy board of directors serving as the fiduciary.



NEXT STEPS

There are further issues to be resolved and tasks to be completed by key stakeholders of CIWT that were not the responsibility of the consultant team in this project, but that surfaced in the process of completing this analysis. Those next steps include, but are not limited to the following (not in priority order):

- 1. Making a final determination on preferred funding strategies for ongoing maintenance and operation of CIWT sites and facilities.
- 2. Establishing a broadly accepted algorithm for determining municipal financial contributions towards the operations and maintenance costs of CIWT sites and facilities.
- 3. Approach Great Outdoors Foundation about the possibility of becoming or establishing the Central Iowa Water Trails Conservancy.
- 4. Work with local and state elected officials to determine and pursue enabling requirements to pursue the agreed funding strategy for ongoing maintenance and operations of CIWT sites and facilities.
- 5. Finalize the charter of the CIWT Conservancy, and establish the Board of Directors.
- 6. Select the Executive Director of the CIWT Conservancy.
- 7. Finalize fundraising capital funds for CIWT sites and facilities, including the recommended endowment.
- 8. Establish cooperative agreements with affected municipalities and county governments supporting the ongoing operation and maintenance of CIWT sites and facilities.



Appendix A: Case Study Analysis Findings

	Carolina Thread Trail	Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
Population	Across two states and 15 Counties 2.9M people connected to trails	 2M People in St. Louis City, St. Louis County and St. Charles County 302,838, MO 	Kent County estimated population 653,786.Grand Rapids 200,217	Harris County estimated population 4,698,619Houston 2,325,502 pop	 St. Joseph County estimated 270,771 pop South Bend 101,860 pop
Median Cost of	n n n n n n n n n n n n n n n n n n n	- \$120,900 - <u>(www.areavibes.com)</u>	- \$113,600 (www.areavibes.com)	- \$140,300 (www.areavibes.com)	- \$80,500 - <u>(www.areavibes.com)</u>
Industries in the area		 BJC HealthCare (28, 351 employees) Walmart (22,290 employees) Washington University (15,818 employees) SSM health (14,000 employees) Mercy (14,195 employees) Boeing (14,000 employees) Scott Air Force Base (13,000 employees) 	 Spectrum Health (25,000 employees) hospital, treatment facilities, clinics, and urgent cares. Meijer Headquarters (10,340 employees) Large Supermarket. Mercy General Health Partners (6,200 employees) healthcare providers throughout Muskegon & Kent County. Amway Corporation (4,000 employees) Consumer to consumer sales company. Gentext Corporation (3,900 employees) manufacturing for automotive and aviation 	 H-E-B & Walmart Supermarkets (>20,000 employees) Houston Methodist, Memorial Hermann Health Systems, and UT MD Anderson Cancer Center (>20,000 employees) ExxonMobil, Shell Oil Co.& Schlumberger (10,000- 19,000 employees) HCA & UT Medical Branch Heath Systems (10,000- 19,999 employees) Kroger (10,000-19,999 employees) United Airlines (10,000- 19,999 employees) Landry's (10,000-19,999 employees) 	 University of Notre Dame & Ivy Tech Community College Beacon Health System, Press Ganey Associates (1,000-10,000 employees) Royal Adhesives & Sealants (1,000-10,000 employees) Peoplelink Staffing Solutions (10,000 employees) Air Wisconsin Airlines Corporation Honeywell International JJ White, Inc. Schurz Communications, Inc (Tribune) The South Bend Clinic LLP Town Holdings, Inc.



Carolina Threa	d Trail Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
Materitout Darks alo Park - Catawba N Park - Freedom F Park - Lake Jame - Uwharrie I Forest - Pee Dee N Wildlife Re	Marie Charles Park North River Front Park Chouteau Island Fishing Area Mississippi Greenway (15 mi.) Jefferson Barracks County Park County, NC Con, Jr. Park. Jetner Park Meadows Park Sounty, NC Jon, Jr. Park Jeterans Park Meadows Park Sounty Memorial Park Columbia Bottom Conservation Area Edward "TED" and Pat Jones -Confluence Point State Park National Mississippi Sanctuary/Olin Reserve Two Rivers National	 Millennium Park, 1,400 acres and 6 mi. of frontage on the Grand River. 6-acre beach, 18 mi. of trails, part of the Kent County Park System. \$3M expansion in 2016. One of America's largest urban parks Riverside Park, north of downtown, provides boat launch on Grand River, disc golf, sports fields. Connected to downtown and Millennium Park by 5.4 mi. Grand River Edges Trail Lyons Square park, small downtown park area being renovated with funds from Amway Hotel Corp & 5M in Tax Increments and 1M by the city. Ah-Nab-Awen Park "River for All," Project 6 opportunity sites along the Grand River between Riverside Park and Millennium Park. 	Buffalo Bayou Partnership Lost Lake Gardens Waugh Bat Colony Wortham Foundation Grove Green Tree Nature area Johnny Steele Dog Park Houston Police Officer' Memorial Tapley Tributary Eleanor Tinsley Park The Water works Buffalo Park Cisterns Sabine Promenade Sam Houston Park Sesquicentennial Park Allen's Landing Sunset Coffee Building McKee Street Bridge James Bute Park Guadalupe Plaza Park Gravel Silos Brick Smokestacks Tony Marron Park Non-Profit Partnership to revitalize and clean up 160 acres of Buffalo Bayou Park. (26 mi. Blueway trail)	 Veterans Memorial Park Governor Joseph Kernan Park Plaza Park Seitz Park Island Park at Century Center River Light Plaza Pier Park Gwen Stiver Park E. Bank Trail Leeper Historic Rose Garden Leeper Park Shetterly Park Brown Field Park Riverside Trail Merrifield Park Central Park Robert C Beutter River Front Park Battell Park Kamm Island Park Keller Park Woodlawn Park Pinhook Park Riverside Park Riverside Park St. Patrick's County Park



	Carolina Thread Trail	Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
Miles of Trails	 Estimated 170 mi. of Blueways Trail Maps 1,610 mi of trails, greenways, and blueways 134 Trail Adventures Future planned miles: 1,330 	 45 Greenways "River Ring" total of 600 Mi. 125 mi. Completed with 200 mi. to go. District of St. Louis City, St. Louis County, and St Charles County. Current Paddle Trips Creve Coeur Lake 4 mi. Simpson Lake 1 mi. Meramec River 6.9 mi. Route 66 Meramec River 6.8 mi. Castlewood State Park Meramec River 8 mi. Valley Park 1 mi. Flamm City Access 11.6 mi. 	 260 mi. of waterway access 100 mi. of off-road bicycle trails in 8 locations within a 45-min. drive including Cannonsburg ski and ride area 41 mi. of connector trails and 40 mi. of in-park trails within Kent County Parks (18 mi. in Millennium Park) 	 Buffalo Bayou Paddling Trail is 26 mi. with 10 access points. 53 mi. through Port of Houston and Houston Ship Channel into Galveston Bay and onto the Gulf of Mexico 	Trails to be established along river. - (7) "Loop-Systems" trails through Brownfield Park, Leeper Park, East Bank Trail Connection, Stiver Park, Howard Park, West Bank Trail, Farmer's Market, Veteran's Memorial Park. Loop System equals 7.6 mi. Existing Water and Bike Trails along river-16 miles - Boat Launch at Veterans Memorial Park and Keller Park - Riverside Trail, East Bank Trail, West Bank Trail, Northside Trail



Carolina Threa	d Trail Great Rivers Gre	eenway Grand Rapids,	MI Hous	iston, TX	South Bend, IN
Conservan strengther by promot developme education, health, and conservati - 2005 Foun The Carolin Communit Business le participate	n the region ling economic ent, better d land on. dation For nas, 40 ey and eaders ed in regions ental needs Carolina ail in 2007. Board, 24 mbers, ng 9 7 staff Directors, Pa regional coll regional coll 21M annua revenue 62 Projects 250M Mississippi o built on Ope Redevelopm Citizen's Adr Committee 2000 voted invest in tra 2 Million Pe square mi. v municipaliti agencies, bu non-profits region.	oard of artners and laboration. Greenway ally in sales tax estimated at connect the sy while and social, and the grand art connected is while arg social, and the connect the cart of the Grand Rive of art connected is while arg social, and the connect in and special in the cart of the grand and project. 2014 "Eco the Grand art Eco the Grand River of the Grand and Project," e Million in a City of Grand Rough and Grand Grand Grand Grand River of Grand R	nomic Benefits of Rapids Whitewater estimated \$15.9-19.1 revenue annually. rd is managed in on with 3 partners — and Rapids, In Grand Rapids, Inc., If Rapids Public Grand Rapids, Inc. Inagement entity; In Development Downtown In Development Downtown In Tax Increment In Uthority also In GR Forward I estoration of the I er and reinforces the I olds Whitewater I er restoration is I a group of I ers including Grand I interest groups I so	Partnership established in 1986 focused on 10-square mi. stretch of Shepherd Drive to Port of Houston Turning Basin. 20 Year Master Plan Created in 2002 by Thompson Design Group. Purpose- recreation, flood management, and ecosystem restoration with site specific plans for public art, lighting and conservation management. East Sector Master Plan brought together 5 consulting firms to industry leading real estate, economic development, public policy, urban planning, and economically valued parks and waterfronts. Driven by a large Park Staff, 31 Board Members, 15 Chairs Emeritus, and 14 Ex-Officio	 The driver of the change process was to establish 10 key components that would improve the downtown development in the city The development of the River Front was number five on the list of priorities originally but moved to the top as part of a cohesive plan Development cost will take place over five-year period 1/3 of the first \$50M project was funded by a Regional Cities Grant for \$14M and another \$5M grant came from State DNR and private grants 1/3 funded by a Redevelopment TIF for \$14M 1/3 funded by a park bond issue of \$14M which easily passed after the first \$28M was secured



	Carolina Thread Trail	Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
	Carolina Thread Trail	Great Rivers Greenway	Grand Kapids, IVII	Houston, 1X	South Bena, IN
Funding	 Finance with private donations, public funding, grants, Corporate planning, Stewardship Transfers, and memberships Received grants from: Conservation Trust for North Carolina, North Carolina Water Management Trust Fund, Novant Health, Recreation Equipment, Inc. 	 2018 5.3M contribution from 409 donors. \$.94 of every dollar spent went back to community build promote and sustain the network of greenways 2018 Revenue: Sales Tax Pop C, Prop P, & CAR. Federal Grants, Local Grants, Private Contributions, Rental Income, Cost Share, CAR, Investments, Miscellaneous \$36,417,718 	 GRWW: The Grand Rapids Whitewater \$1.4M Kent County, \$2M State of Michigan, \$1M Peter C. and Emajean Cook Foundation (Total Project \$44.6M) Grand Valley Metro Council \$4M of \$8M grant awarded 	 Foundation, corporations, individuals, and governments agencies \$200M in Improvements Downtown Tax Increment Reinvestments Zone (TIRZ) #3 	 \$5M Park Bond 2015 \$1.5M River East TIF \$1.5M River West TIF \$1M Notre Dame Partnership \$2.25M- Pokagon Partnership \$5M Regional Cities Grant \$2.8M Federal Grant (Rail to Trail) \$18.86M committed with \$12M from grants and partners.
Plan	The Carolina Thread Trail Master Plan- adopted by all 15 counties in 2015	CityArchRiver Project Within Great Rivers Greenways Regional Plan Update 2016	GR Forward Community Plan and Investment Strategy, the strategic plan for downtown Grand Rapids and the Grand River Corridor	Established in 1986- Buffalo Bayou Partnership.	South Bend Riverfront Parks and Trails Conceptual Framework completed by Smith Group JJR 2017
Electronic Data	Carolina Thread Trail <u>Master</u> <u>Plans</u> for all 15 counties	Great Rivers Green Way Annual Report	GR Forward Plan; also Grand Rapids Restoration plan and Grand Rapids Whitewater Green Grand Rapids Master Plan	Master Plan for Buffalo Bayou and Beyond	Sbvpa.org My SB Parks and Trails Conceptual Framework
Year Started	2005 Foundation for the Carolinas idea was born. Launched 2007	1996 plan created for 2004, 11 priorities (Proposition C), 2002 planning began. Plan last updated 2016	City wide Master Plan 2002, Grand Rapids restoration started 2008	20 Year Master Plan 2002	2017 started



	Carolina Thread Trail	Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
Completion	On going	On going	On going	2015- \$58M of \$200M completed. On going	It will take 5 years to complete
How long to Complete	 2007-2012 110 Miles of trails were completed and open to the public. Takes 1-2 years to complete a trail. 	 2020 will develop a new updated plan to focus on the next 100 miles of greenways, trails and water trails. 	 City playing a strong role in driving GR Forward plan; success depends on engagement of outside stakeholders to own and deliver on plan goals and strong philanthropic support. Completion Goal 2025 	 20 Year Master Plan ends in 2022, which is when we may see an updated on what has been completed, what has changed, and what may need to be done in the future. 	Most of the project will be completed by 2020, full completion 5 years.
The (Best)	North Carolina Rates "Travelers' Choice" Top 25 Destinations in the United States	 "Independent City"- not located in a county. Several Fortune 500 Companies Washington University 100 Resilient Cities 	 #20 of NY Times' 52 Best Places to Go, 2016 One of Forbes' 15 Cities with Emerging Downtowns list, 2017 #19 of U.S. News 100 Best Places to Live, 2017 Outside Magazine's 2010 list of America's Best Towns – best town for Mountain Biking Best American City for Creatives and Michigan's Best Food City, Thrillist, 2016 America's Best River Town (Outside Magazine) 	 Houston- (Must Visit) "the New capital of Southern Cool" GQ "The Houston dining scene, is the most exciting it's ever been"- Food & Wine CBS- Houston is "Space City" Houston Named Among the Best Large Cities for Early Stage Startups-Innovation Map Brit+ Co. month the top 11 Cities with the best Street Art. 	 Home of Notre Dame University St Mary's College



	Carolina Thread Trail	Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
What is the convention bureau marketing for each city	Visit North Carolina — focuses mostly on the outdoors experiences including blueways, trails, camping and beaches. "Experience the Firsts that Last" South Carolina future in the search of the website. "Gear up for the adventure of a lifetime in South Carolina."	 Event: Highlighting August Fall Festival Guide 20+ things to Do in September Grand Center Arts District St Louis in the News St Louis Music Discover St. Louis Parks, Rivers, Trails Kid Friendly Pet Friendly Route 66 Beer & Brewing LGBTQ Multicultural Heritage Sightseeing Tours Military History Celebrities 	 Arts and Culture – ArtPrize 3-week festival, Gerald R. Ford Presidential Museum, Fred Meijer Garden & Sculpture Park Local craft breweries, distilleries, cideries and beer; Beer City Ale Trail 138,000 square foot downtown culinary marketplace and variety of Outdoor Recreation – 21 ski runs, 100s of miles of hike/bike trails, Lake Michigan beaches within 30 min., never more than 6 miles from a lake or river, Millennium park - one of America's largest urban parks. Pure Michigan Campaign 	 Visit Houston does advertise the blue ways. It has a page for Buffalo Bayou Park. Houston Events Things to Do in Houston Free Things to Do in Houston Things to DO with Kids in Houston Houston Marketplace Houston Events Happenings This Weekend Space Center Houston 50th Anniversary of Moon Landing Houston Weather Houston Restaurants 	 Visit South Bend- Come eat, stay and play theme Visit Notre Dame Play the river Eat and drink at local breweries Come to a ND game Top Ten Fall Activities in the Bend- highlighting canoeing Things to Do Places to Stay Plan a visit
Marketing Slogans:	"Gear up for the adventure of a lifetime in South Carolina." "Experience the Firsts that Last"	 Live Life Outside Explore St. Louis Discover St. Louis Meet Me Outdoors in St. Louis 	 Experience Grand Rapids Beer City, USA Get Your Art and Culture On Fambition (family fun) Play Your Way Do Something Grand Never more than 6 miles from a lake or river Taste the City 	 My Houston Adventure Series (Videos of activities in the area) "My Houston" "Visit Houston" 	 "Visit South Bend Mishawaka" "Monday Can Wait Experiences" "New and Now" "Paddle Through the Bend"



Carolina Thread Tr	ail Great Rivers Greenway	Grand Rapids, MI	Houston, TX	South Bend, IN
 Interactive Tra Create an online account for petracking and early badges to share social media Featured adversion you select the trail use. 	Louis website. - Carondelet Park: Boathouse, rec center, outdoors sports, walking/biking trail. - Creve Coeur Park: County	 150-acre Frederick Meijer Gardens and Sculpture Park – one of the nation's most significant sculpture and botanic experiences. Millennium park, a 1,400-acre, 6-acre sand beach and splashpad and 18 mi. of trails connecting to the Fred Meijer Millennium Trail Network, 4- acre earthen amphitheater (2,000 people) and a pavilion (300 people) 100 mi. of off-road bicycle trails in 8 locations within a 45-min. drive including Cannonsburg ski and ride area GR Forward plan includes restoration of the Grand River through downtown, opportunities for urban outdoor adventure, fishing, boating, kayaking, 28 access points along the river, connecting the river to the rest of the city Plans are in place to reconstruct the riverbed of the Grand River and restore the rapids using natural wood and log structures and restore lake sturgeon spawning grounds 	 Cockrell Butterfly Centerwhen the butterflies are hatching Herman Park – History over 100 years old with outdoor theater McGovern Centennial Gardens- New park Houston Zoo Buffalo Bayou Park – Hiking and Blueways Bayou Bend Collection and Gardens- Former Home of Houston Civic Leaders has the collection of Historic American furnishings Memorial Park- Houston's Arboretum and Nature Center Discovery Green-Playground, Anheuser-Busch Stage, Dog Run, splash fountain, Kinder lake (Kayak rides) 	 Notre Dame University St. Patrick's County Park Canoe Landing Niles Dam Canoe Landing Keller Park Canoe landing St. Patrick's County Canoe, Kayak, and Stand-Up Paddleboard Rentals East Race Waterway (Once filled in and abandoned) Potato Creek State Park Empty into Lake Michigan



Appendix B: Maintenance Standards

LEVEL TWO MAINTENANCE STANDARDS FOR WATER TRAIL PARKS

Maintenance standards can change by season and month depending on the park and level of use. Standards should be calculated by time and equipment needed to develop the required operation budgets.

- Turf Maintenance
 - Mowing will occur once weekly over a 32-week period April 15th to November 1st.
 - Mowing heights
 - 2½ " during cool season (day time highs consistently below 75 degrees)
 - Edging of all turf perimeters will occur weekly during season and every 2 weeks in offseason
 - o 88% turf coverage
 - o 8% weed infestation
 - 4% bare area will be acceptable after play begins
 - Remove grass clippings if visible
 - Aerate once annually in low use areas
 - Aerate twice annually in high use areas (additional if needed)
 - Inspect thatch layer regularly and remove as needed
 - Test soil and water annually (Additional testing will occur if deemed necessary)
 - Soil moisture will be consistent
 - No wet areas
 - No dry areas
 - Firm enough for foot and mower traffic
 - Apply wetting agents to assist in uniform soil moisture
 - Hand water as needed
 - o Inspect weekly for insects, disease, and stress, and respond to outbreaks within 24 hours
 - Fertilize twice yearly
- Tree and Shrub Maintenance
 - o Prune/trim trees and shrubs as dictated by species at least once annually
 - o Apply fertilizer to plant species only if plant health dictates
 - Remove sucker growth as needed
 - o Inspect regularly for insects and diseases. Respond to outbreaks within 48 hours
 - Place 2" of organic mulch around each tree within a minimum 18" ring
 - Place 2" of organic mulch around shrub beds to minimize weed growth



- Remove hazardous limbs and plants immediately upon discovery
- Remove dead trees and plant material within 30 days of discovery
- Remove or treat invasive plants yearly

Storm Cleanup

- Inspect drain covers at least once monthly and immediately after flooding occurs
- o Remove debris and organic materials from drain covers within every other month
- Inspect and clean drains before forecasted storms begin
- Maintain water inlet height at 100% of design standard
- o Invasive plant removal once a year or as needed
- Drain system maintenance done once a year

Litter Control

- o Pick up litter and empty containers at least every other day or as needed
- Remove leaves and organic debris once a week

• Playground Maintenance

- Audit each playground to insure compliance with the current version of ASTM Performance Standard F1487 and the Consumer Product Safety Commission "Handbook for Public Playground Safety"
- Complete low-frequency playground inspections at least bi-monthly or as required. All low-frequency inspections are to be completed by a Certified Playground Safety Inspector (CPSI). Complete safety-related repairs immediately and initiate other repairs within 48 hours of discovery
- Complete high-frequency inspections at least weekly
- Grooming surface two times weekly

• Hard Surface Maintenance

- Remove debris and glass immediately upon discovery
- Remove sand, dirt, and organic debris from walks, lots, and hard surfaces every 30 days
- o Remove trip hazards from pedestrian areas immediately upon discovery
- Paint fading or indistinct instructional/directional signs every other year
- Remove grass in the cracks monthly

• Trail Maintenance

- Inspect hard and soft surface trails at least once monthly
- Remove dirt, sand, and organic debris from hard surfaces at least once monthly
- Remove organic debris from soft surfaces at least once monthly
- o Maintain a uniform 2-4" depth of compacted material on soft surface trails
- Mechanically or chemically control growth 24" on either side of the trails



- Remove overhanging branches within 84" of the trail surface at least once annually
- Inspect signs, benches, and other site amenities at least once monthly. Complete repairs within 10 days of discovery

Site Amenity Maintenance

- o Inspect benches, trash containers, picnic tables, grills, bicycle racks, drinking fountains, and other site amenities at least monthly. Complete repairs within 5 days of discovery
- Cleaning and washing annually
- o Inspect daily for insects, disease, and stress and respond to outbreaks within 24 hours

Fence and Gate Maintenance

- o Inspect fences, gates, and bollards at least once annually. Complete safety-related repairs immediately, and complete other repairs within 5 days of discovery
- Clean debris annually

• Sign Maintenance

- o Inspect sign lettering, surfaces, and posts at least once every 3 months
- Repair/replace signs to maintain design and safety standards within 5 days of discovery
- o Clean sign once a year

Pest Control

 In accordance with the Department's Integrated Pest Management Program (IPM), inspect problem areas monthly and remedy immediately upon discovery

Vandalism and Graffiti Removal

o Initiate repairs immediately upon discovery. Document and photograph damage.

Picnic Shelters

- o Reserved units cleaned and litter removed prior to and after each reservation
- Minor repairs are made immediately upon discovery
- Non-reserved units are cleaned bi-weekly, or as necessary

Lighting Security/Area

- Inspect quarterly
- Repairs/bulb replacement will be completed within 72 hours of discovery

Restrooms

- Restrooms cleaned daily unless contracted
- Restrooms inspected every three hours
- Restrooms locked/unlocked daily
- Replace waterless urinal cartridges monthly
- o Leaks dealt with immediately and repaired within 24 hours of discovery



Appendix C: Funding Alternatives

Below and on the following pages are a complete listing of known funding opportunities that have successfully supported parks and recreation projects and systems similar to Central Iowa Water Trails.

TAX OPTIONS FOR AGENCIES TO CONSIDER

- 1. Bonds and Voter Referenda
- 2. Dedicated Park Property Tax
- 3. Sales Taxes that are dedicated such as a Food and Beverage tax
- 4. Transient Occupancy Tax
- 5. Flood Control Tax
- 6. Land Value Captive Taxes such as a TIF
- 7. Local Improvement Districts like a BID
- 8. Brownfield Conversion
- 9. Environmental Impact Bond
- 10. Gambling Tax- Dedicated to Parks
- 11. Lottery Tax-Dedicated to Parks-Colorado
- 12. Alcohol Tax-Dedicated to Parks-Kansas
- 13. Tobacco Tax-Dedicated to Parks-Kansas
- 14. Car Rental Tax-Dedicated to Parks-Arizona
- 15. Local Option Income Tax-Ohio
- 16. Accumulated Building Funds-Indiana
- 17. Facility Authority
- 18. Special District Tax for Parks such as a River Authority Like Great River Greenways
- 19. Port Authority Funding
- 20. Soda Tax-Philadelphia
- 21. Entertainment Tax-Kansas City
- 22. Boulevard Tax-Kansas City
- 23. Wheel Tax-Indiana, Missouri
- 24. Tax Abatements
- 25. Land Dedication
- 26. Retail Impact Fee
- 27. Developer Impact Fee on Housing
- 28. Use of Redevelopment Funds for Development of Community Center
- 29. Sporting Good Tax-Texas
- 30. Tax Allocation District-Ohio, Illinois, California, Indiana just for Parks and just for Recreation
- 31. Real-Estate Transfer Fees-Nation wide

GRANTS

- Community Block Grants for infrastructure improvements, public facility and park improvements, lead based-paint education, housing education assistance and Economic Development and Anti- poverty strategies
- 2. FEMA and State Resiliency Funds Grant
- 3. LWCF
- 4. TIGER Funds
- 5. New Market Credits for Redevelopment and New Development of Recreation Facilities
- 6. Community Development Block Grants
- 7. Walmart Grants for the Arts



- 8. Community Forest and Open Space
- 9. Congestion Mitigation Grants
- 10. Community Foundation Grants
- 11. Park and Recreation Foundation Grants
- 12. Community Facility Grant and Loan Program Grant
- 13. American Hiking Grant
- 14. RBT Grants
- 15. National Tree Trust 50/50 cost share program
- 16. American Greenways
- 17. REI Grant
- 18. Recreational Harbor Funds for dredging public areas and navigable waters
- 19. Clean Ohio Trails Funds are for land acquisition, trail development, trailhead facilities and engineering and design
- 20. Recreation Trails Funding Program for development of urban linkages, trail head and trailside facilities
- 21. National Foundations
 - Coors Pure Water Grant
 - Bill and Melinda Gates Foundation
 - Elizabeth Lynn Foundation
 - Lovsted Family Foundation
 - Motorola Foundation
 - Seattle Foundation
 - Bank of America Foundation
 - Liberty Mutual Foundation
 - Kellogg Foundation
 - Kresge Foundation
 - World Wildlife Fund Grant
 - Bike Belong Grants
 - Steelcase Foundation Grants
 - Nature Works for acquisition, development, or rehabilitation of public park areas
 - Helen Buck Foundation
 - Deupree Family Foundation Grants
 - John Ellbogan Foundation

EARNED INCOME FUNDING (FOCUS ON BUSINESS DEVELOPMENT OFFICE)

- 1. Land Leases (for restaurants, utilities below the ground, businesses on park land)
- 2. Land Leases with a TIF Attached to it
- 3. Land Trusts
- 4. Health Care/Hospital Partnerships
- 5. Fees for Services
- 6. Park Parking Fee
- 7. Entrance Fee to a Park
- 8. Specific Park Season Pass
- 9. Dog Park Season Pass
- 10. Pool Season Pass
- 11. Program Fees



- 12. Establishment of a Park Foundation
- 13. Local Not-for-Profit Foundations Gifts
- 14. Establishment of A Conservancy
- Capital Fee on top of an Access Fee
- 16. Corporate Sponsorships
- 17. Naming Rights
- 18. Public/ Not-for-Profit/ Private Partnerships
- 19. Sell of Development Rights below the ground
- 20. Concessions in parks and recreation facilities
- 21. Advertising in Parks and Web Sites
- 22. Cell Tower Leases
- 23. Specialty Tag for Parks and Greenways
- 24. Greenways Foundation
- 25. Roundup Programs with Utilities
- 26. Special Fundraisers
- 27. License Products
- 28. Go to Funds
- 29. Outsource Operations for a percentage of gross
- 30. Boat Access Fees
- 31. Slip and Mooring Rentals
- 32. Marina Capital Improvements
- 33. Internal Park Improvement Fee
- 34. Drilling Fee
- 35. Real-estate Transfer Fee
- 36. Greenway Utility
- 37. Internal Park Improvement Fee
- 38. Tipping Fees at Land Fills Dedicated to Parks
- 39. Volunteerism (in-kind match)
- 40. Pouring Rights Revenue
- 41. Maintenance Endowments
- 42. Retail Sales
- 43. Park Revolving Funds
- 44. Private Donations
- 45. Leasebacks for Facility Development
- 46. Utility Leases
- 47. Capital Improvement Fee
- 48. Revenue Bonds
- 49. Mitigation Fees
- 50. Cash in-lieu Fee
- 51. Horse-Power Fees
- 52. Boat Ramp Fees
- 53. Boat Storage Fees
- 54. User Fees: Types to Consider
 - Entrance Fee (pools, community centers, parks)
 - Membership Fee (community centers, pools, dog parks, ice facilities, golf, tennis, etc)
 - Daily Fees



- Non-Resident Fees
- Launch Fees
- Permit Fees
- Reservation Fees
- Catering Fees
- Food Truck Fees
- Camping Fees
- Ticket Sales
- Photography Fees



Appendix D: Example Cooperative Agreement (Great Rivers Greenway)

This example cooperative agreement is provided by the Great Rivers Greenway project, and would need significant modification to be relevant to the unique circumstances of Central Iowa Water Trails. Structurally, however, it can serve as a good example of how cooperative agreements can be developed.

COOPERATION AGREEMENT

FOR THE			
CONSTRUCTION, OPERATION AND MAINTENANCE			
OF THE:			
THIS COOPERATION AGREEMENT is made and entered into this day of , 20 by and between the METROPOLITAN PARK AND RECREATION DISTRICT, d/b/a THE GREAT RIVERS GREENWAY DISTRICT (hereinafter "DISTRICT") and (hereinafter the "CITY").			
WHEREAS, the DISTRICT is engaged in developing and constructing a series of parks, trails and greenways in the City of St. Louis, St. Louis County and St. Charles County, Missouri; and			
WHEREAS , Sections 70.210 and 70.220 RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with other municipalities and political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility; and			
WHEREAS , Section 67.1742(2) RSMo. provides that a metropolitan park and recreation district shall have the power to "Contract with public and private entities or individuals both within and without the state in furtherance of any of the purposes of the district;" and			
WHEREAS, Ordinance Number authorizes the CITY to enter into this COOPERATION AGREEMENT with the DISTRICT; and (IF NEEDED PER CITY)			
WHEREAS, the DISTRICT and the CITY wish to enter into an agreement by which the DISTRICT will, at its own expense, construct a trail, trail facilities, and improvements on land owned or under the control of the DISTRICT or the CITY; and,			
WHEREAS, the CITY will be responsible for ordinary operations and maintenance of the GREENWAY during the term of this COOPERATION AGREEMENT.			
NOW, THEREFORE , in consideration of the foregoing and the following mutual covenants, terms and conditions, the DISTRICT and the CITY agree as follows:			
 Purpose. This COOPERATION AGREEMENT is entered into by the parties for the construction, operation and maintenance of the Greenway: (the "GREENWAY"), as more fully described in Exhibit A, attached hereto and incorporated herein. 			

CITY as follows:

a. The DISTRICT is a political subdivision duly created and existing under and pursuant to

2. Representations of the DISTRICT. The DISTRICT represents, warrants and covenants to the

- the laws of the State of Missouri.

 b. The DISTRICT has full power and authority to enter into this COOPERATION AGREEMENT.
- b. The **DISTRICT** has full power and authority to enter into this **COOPERATION AGREEMENT** and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this **COOPERATION AGREEMENT** by its duly authorized officers.



- c. Neither the execution and delivery of this **COOPERATION AGREEMENT**, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the **DISTRICT** is now a party or by which the **DISTRICT** is bound.
- 3. **Representations of the CITY.** The **CITY** represents, warrants and covenants to the **DISTRICT** as follows:
 - a. The **CITY** is a constitutionally-created City of the State of Missouri.
 - b. The CITY has power to enter into this COOPERATION AGREEMENT and by proper action has duly authorized the execution and delivery of this COOPERATION AGREEMENT by its duly authorized officers.
 - c. The execution and delivery of this COOPERATION AGREEMENT will not conflict with or constitute a breach of or default under the laws applicable to the CITY, its ordinances or any bond, debenture, note or other evidence of indebtedness of the CITY or any contract, agreement or lease to which the CITY is a party or by which it is bound.
- 4. **JOINT OBLIGATIONS.** The **CITY** and the **DISTRICT** shall work together to provide or facilitate training related to the **GREENWAY** operations and maintenance for designers, staff, partners and volunteers.

5. **DISTRICT OBLIGATIONS.**

- a. The **DISTRICT** agrees to plan, engineer and construct the **GREENWAY**, which is more fully described in Exhibit A. The **DISTRICT** shall require any contractor or subcontractors hired to construct improvements on the **GREENWAY** to satisfy the requirements of Section 107.170, RSMo. 1986, by furnishing to **CITY** a bond with good and sufficient sureties, in an amount fixed by **CITY**, and such bond shall be conditioned for the payment of any and all materials, equipment and tools used in connection with the construction of such improvements, and all insurance premiums, both for compensation and for all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise. In addition, the **DISTRICT** will adhere to the requirements of Section 290.220 *et seq*. RSMo., concerning the payment of prevailing wage on public works projects. The **CITY** will have the opportunity to participate in the planning, design and construction phases of the **GREENWAY** and shall have the right to approve or reasonably modify the plans prior to commencement of construction.
- b. The **DISTRICT** will maintain Workers' Compensation and appropriate employer's liability insurance covering any of its own employees engaged in activities relating to the **GREENWAY**.
- c. The parties will require that any outside contractor, equipment provider or other third party with which it enters into any agreements under this COOPERATION AGREEMENT, to provide it with a certificate of insurance demonstrating insurance coverage in connection with the activities to be performed by such contractor in connection with the GREENWAY, for personal and property liability, medical benefits, as well as general liability insurance.
- d. The **DISTRICT** shall provide all signage in the **GREENWAY** area during construction. Any additional future signage within the **GREENWAY** area shall be approved by the **DISTRICT**.



- e. After the GREENWAY construction is substantially completed, the DISTRICT will notify the CITY of their obligation to begin operation and maintenance of the GREENWAY. The DISTRICT shall issue a Certificate of Substantial Completion, in the form attached hereto as Exhibit B and incorporated herein, to the CITY. The form shall be signed by the DISTRICT and the CITY representative. The Certificate shall represent all signing parties' determination that the GREENWAY substantially conforms to the terms of this COOPERATION AGREEMENT.
- f. After the GREENWAY construction is substantially completed, the DISTRICT will notify the CITY, in writing, of their obligation to begin operation and maintenance of the GREENWAY.
- g. The **DISTRICT** will be responsible for the establishment of the landscape vegetation (excluding turfgrass) and stormwater Best Management Practices (BMP) installed during the construction and development of the **GREENWAY** as set forth in Exhibit C for a period of two years following substantial completion.
- h. The **DISTRICT** will be responsible for the Metropolitan St. Louis Sewer District (MSD) required Best Management Practices (BMP) inspections beginning at substantial completion of the **GREENWAY** through the end of the landscape warranty period. After this period is over, the **DISTRICT** will require the **CITY** to continue inspections as set forth in section **6. CITY Obligations.** The **DISTRICT** shall provide all inspection reports with the **CITY** for submission to MSD per the (reference agreement between City and MSD) Maintenance Agreement with MSD.
- 6. EASEMENTS. The CITY hereby grants to the DISTRICT, and its successors and assigns, a non-exclusive easement on, over, under, and across, any and all land owned by the CITY and located within the GREENWAY (the "CITY EASEMENT AREA"), for the purposes of the planning, engineering, constructing, and altering of the GREENWAY as contemplated by this COOPERATION AGREEMENT (the "CITY EASEMENT"). The CITY EASEMENT shall be in effect and enforceable during the term of this COOPERATION AGREEMENT, including any extension hereof. Subject to the terms of this COOPERATION AGREEMENT, there is included in this grant of the CITY EASEMENT the right of the DISTRICT, at any time upon mutual agreement between the CITY and the DISTRICT and from time to time, to install, place, or construct upon the CITY EASEMENT AREA any personal property, asset, or improvement owned by the DISTRICT and to be used in connection with the GREENWAY.

7. CITY OBLIGATIONS; TERM AND RENEWAL.

- a. After acceptance of the Certificate of Substantial Completion by the CITY, the CITY will assume administrative responsibility for operation and maintenance of the GREENWAY to allow safe and convenient public access, enjoyment and use (the "GREENWAY").
- b. By executing this COOPERATION AGREEMENT, the CITY approves the project concept and agrees to accept maintenance of the GREENWAY, as indicated in Exhibit A. Within thirty (30) days after the date of this COOPERATION AGREEMENT, the CITY will designate, through the Director of Parks and Recreation (or other city official) in writing, an individual with final authority to make all approvals described in this paragraph. After acceptance by the CITY, the CITY will assume administrative responsibility for ordinary operation and maintenance of the GREENWAY to allow safe and convenient public access, enjoyment and use.



- c. The CITY will have full control regarding hours of usage, closing the GREENWAY for maintenance or other activities and use of the GREENWAY for special events. If the CITY wishes to change any of the operational hours or other guidelines, they must do so in partnership with the DISTRICT and give at least thirty 30 days written notice, so the DISTRICT can modify messaging appropriately. The CITY shall notify the DISTRICT, as soon as reasonably possible, when the GREENWAY is closed for any reason including maintenance, hazardous conditions or special events.
- d. The **CITY** shall be responsible for routine, non-routine maintenance, inspections (including reporting) and notifications as listed in detail here and outlined in Exhibit D.
 - i. Routine Maintenance Activities

This work consists of basic upkeep of the trail and **GREENWAY** amenities on a regular basis.

- 1. Trail surface: Debris, including rocks, sticks, litter, pet waste, lawn clippings, leaves, etc., shall be kept clear of the pathway as often as necessary to maintain a safe surface for trail users. Following storm events, trails should be inspected within 48 hours to ensure the pathway is clear of obstructions and/or hazards.
- 2. Vegetation along trails: Low growing vegetation, i.e. turf, shall be trimmed to a height as to ensure the vegetation is not obstructing the path of the trail. This should be conducted on a weekly or biweekly basis as needed to maintain a 3 foot buffer on either side of the paved pathway. Adjacent trees and brush, both naturally occurring and planted, shall be trimmed to a height of 8' and to a distance of at least 3' on either side of the pathway.
- 3. Planted vegetation: Landscaping along the GREENWAY shall be maintained in good health, free of weeds, dead or diseased vegetation removed and replaced according to the landscape design. If replacement is substantially different from the original design installed by the DISTRICT, the DISTRICT shall be consulted prior to work being conducted.
- 4. Greenway amenities: Amenities such as benches, trash cans, signage, bike racks, playgrounds, lighting, bollards, fencing, etc. shall be maintained in safe, working condition and free of graffiti. Non-capital repairs due to vandalism, accidents and natural wear shall be made as soon as possible. The **DISTRICT** will be made aware of needed repairs, when repairs are completed and if repairs are intended to be deferred to another time. The **CITY** will be responsible for the installation of replacement signage provided by the **DISTRICT** as referenced in this document under Section 5 District Obligations.
- 5. Retaining Walls: Trim grass/vegetation along wall, keep free of debris and trash, remove and replace damaged components and graffiti monthly. Annual check for cracks to segmental units and caps and repair as needed.
- 6. Stabilizing slopes including re-grading erosion rills and gullies, re-planting bare soil areas, repairing any damaged or degraded erosion and sediment control devices which are still in use or necessary to ensure vegetation establishment.



7. Stormwater Best Management Practices ("BMP") maintenance including clearing sediment, debris and litter from swales, riprap, culverts and raingardens; removal of invasive or undesirable vegetation from bioswales, raingardens and retention/detention ponds in accordance with the executed Maintenance Agreement with Metropolitan St. Louis Sewer District (MSD). Any corrective action required that will modify the storm water facilities or BMPs shall be approved by an appropriate licensed professional. In the event the CITY shall fail to conduct BMP maintenance in accordance with MSD requirements, MSD shall be permitted to enter onto the GREENWAY property, make such repairs and perform such maintenance as deemed necessary, and bill the CITY for services performed. MSD shall be a third-party beneficiary of this COOPERATION AGREEMENT for purposes of this Section.

ii. Non-Routine Maintenance Activities

Non-routine maintenance activities include:

- Capital repair and replacement of GREENWAY assets including, but not limited to, trail surface removal and replacement, retaining wall repair or replacement, catastrophic events due to unforeseen circumstances or natural disaster, capital asset repair or replacement. In the case of the greenway trail or greenway assets damaged during catastrophic events, the DISTRICT and its Board of Directors shall work with the CITY to allocate funds from the DISTRICT to make necessary repairs pending Board of Directors approval.
- iii. Inspections: Inspection of the GREENWAY by CITY staff or firm contracted by the CITY shall take place on a regular basis to be able to assign and complete regular and non-regular maintenance activities. A more detailed inspection of stormwater management facilities (including but not limited to swales/channels, drains, turf reinforcement mats, culverts, riprap and vegetated slopes) shall be inspected by a qualified individual familiar with the operation of said facilities.
- iv. Reporting: To help the **DISTRICT** and its partners build and sustain an effective greenway network, reporting is necessary to track maintenance (routine, non-routine and specialized) to assist in planning, design and development of greenways moving forward. The **CITY** shall keep a record detailing all routine and non-routine maintenance activities completed including frequency, corrective actions taken and those deferred. The stormwater BMP report required by **MSD** shall be included in this document as a separate section. These should be compiled as an annual report to the **DISTRICT**. The Annual Report template will be made available by the **DISTRICT**. The Annual Report should be submitted electronically to the **DISTRICT** no later than March 31st of each year following the previous calendar year ending December 31st after substantial completion, i.e. 2019 Annual Report is due March 31, 2020. A copy of the report is included in Exhibit E, however a digital copy will be made available to the **CITY** upon request.

v. Modifications:

The **CITY** shall notify the **DISTRICT** in writing when there is a desire to add, modify or eliminate amenities or assets included in the **GREENWAY** thirty (30) days prior to said actions being taken. The **CITY** and the **DISTRICT** shall work together to



accommodate reasonable requests and come to a mutually agreed upon course of action.

- 8. **Publicity.** It is the intent of the parties that the **GREENWAY** shall be and become an integral part of the park system of the **CITY**. As such, the **CITY** will include in any press releases or other publicity about the **GREENWAY**, the words, "This greenway was built in cooperation with the regional parks and trails district, Great Rivers Greenway as part of the overall River Ring system." Events held on this **GREENWAY** should list Great Rivers Greenway as a co-host along with the **CITY**.
- 9. Amendments, Changes and Modifications. This COOPERATION AGREEMENT may be amended, changed, modified, altered or terminated only by written agreement of the DISTRICT and the CITY.
- 10. **Notices.** All notices or other communication required or desired to be given hereunder shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

DISTRICT:	Metropolitan Park and Recreation District,		
	d/b/a The Great Rivers Greenway District 6178 Delmar Blvd St. Louis, MO 63112		
	Attention:		
	Telephone:		
	Fax:		
With a Copy to:			
CITY:	City ofDep	artment of	
	, MO		
	Attention:		
	Telephone:		
	Fax:		

- 11. **Assignments.** Neither party may mortgage or otherwise assign its right under this **COOPERATION AGREEMENT** without the written consent of the other.
- 12. Waiver. The failure of one party to require performance of any provision of this COOPERATION AGREEMENT shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this COOPERATION AGREEMENT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.



- 13. **Controlling Law/Venue.** This **COOPERATION AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the Circuit Court of St. Louis County, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.
- 14. **Integration.** This **COOPERATION AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CITY**, and supersedes all prior negotiations, representations or agreements, either written or oral.

[Signature page to follow]

WHEREFORE, the parties have set their hands the day and date first above written. CITY OF _____, MISSOURI METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY **DISTRICT** By: By: **CITY Executive** Chief Executive Officer ATTEST: **CITY Clerk** APPROVED: APPROVED: Risk and Insurance Manager Director of Parks and Recreation **APPROVED: Director of Transportation** APPROVED AS TO LEGAL FORM: **APPROVED: CITY Counselor Accounting Officer**



