

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF ARKANSAS CITY, KANSAS
AND
THE KANSAS ALLIANCE FOR WETLANDS AND STREAMS**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2021 between the following parties: CITY OF ARKANSAS CITY, KANSAS (referred to as the “Site Owner”), and KANSAS ALLIANCE FOR WETLANDS AND STREAMS (hereinafter referred to as “KAWS”) located at PO Box 142, Holton, KS 67436.

WHEREAS, KAWS has an agreement with the Kansas Department of Wildlife, Parks and Tourism to place informational signage at the Navigable River Access Site along the West Bank of the Walnut River approximately 1.5 miles from the confluence with the Arkansas River at 1100 E. Madison Avenue, Arkansas City, Cowley County, Kansas and more specifically described by a survey in Attachment “A”,

WHEREAS, KAWS and the Site Owner desire to provide a safe and enjoyable recreational experience for users of the Arkansas River and to increase responsible usage of access points for paddling and boating activities by the public; and

WHEREAS, it is the statutory policy of the State of Kansas to provide and improve outdoor recreation and KAWS’ mission is to Connect the Waters, Lands, and People of Kansas;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants set forth below, the parties agree as follows:

I. Project Construction.

A. KAWS, in accordance with a design plan provided by KAWS, shall be responsible for constructing the following: one (1) newly constructed single panel 64” x 64” vertical surface wooden kiosk with a roof; one (1) Site Owner-specific 60” x 60” informational sign; and two (2) directional 12” x 18” road signs (collectively hereinafter referred to as the “Project”). The Project shall comply with all relevant statutes and regulations in constructing the Project, including but not limited to the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*) (“ADA”) and with the Kansas Architectural Accessibility Act (K.S.A. 58-1301, *et seq.*) (“KAAA”).

B. Construction of the Project shall be completed and open for public use no later than December 31, 2022.

II. Management Conditions and Provisions.

Upon completion and installation of the Project described in Paragraph I.A above, the Site Owner agrees to maintain said Project for a period of five (5) years from the date the Project is first made open for public use. The Site Owner shall be responsible for any and all maintenance and repair necessary to keep the Project kiosk and signage serviceable for the intended purpose during the five-year (5) period. The Site Owner shall complete all maintenance and repair of the Project in conformity with applicable requirements of the ADA and the KAAA.

III. Use of the Facilities.

The parties agree that the intended use of the Project is to provide safe access to the public for paddlesports and accompanying outdoor recreation on the Arkansas River.

KAWS and the Site Owner Further Agree as Follows:

1. Every provision of this MOU is subject to the laws of the State of Kansas.
2. No assignment of this MOU shall be permitted to any other entity, nor the respective rights or duties thereof.
3. The Site Owner shall provide thirty days (30) written notice to KAWS of modifications and amendments to this MOU. All modifications and amendments to this MOU must have prior written consent of KAWS.
4. KAWS shall provide written notice to the Site Owner of stated provisions that fall into non-compliance of this MOU or of conditions which fail to comply with State and Federal requirements. If the Site Owner fails to remedy the condition within thirty (30) days, KAWS may treat this action as a material breach and may subsequently elect to terminate this MOU pursuant to the terms and conditions provided herein.
5. KAWS may terminate this MOU as a whole or any part thereof, without penalty to KAWS, with forty-five days (45) written notification.
6. In the event any provision of this MOU is deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the MOU. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth as permitted by law.
7. This MOU shall be binding upon and insure to the benefit of the subcontractors, successors, executors, and assignees of the Site Owner and KAWS.
8. This MOU constitutes the entire agreement between KAWS and the Site Owner. This MOU shall supersede and control over all prior written or oral agreements and representations pertaining thereto between KAWS and the Site Owner, or their predecessor in interest concerning the subject matter hereof.

Memorandum of Understanding
City of Arkansas City, Kansas, and the Kansas Alliance for Wetlands and Streams

This MOU is effective upon the date of last signing by a duly authorized representative of the
aforementioned parties.

City of Arkansas City, Kansas

By (Signature): _____

Date _____

Printed Name: _____

Title: _____

Kansas Alliance for Wetlands and Streams

By (Signature): _____

Date _____

Printed Name: Aaron Deters

Title: Executive Director

Attachment "A"
Access Site Location Description and Survey

**Arkansas
City - Walnut
River**

Map: [37.057134,
-97.025452](#)



Attachment "A" Continued Access Site Location Description and Survey

Managing Agency:

City of Arkansas City, Kansas

Nearest Community:

Arkansas City, Cowley County Kansas

Developed Amenities Provided

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Parking | <input type="checkbox"/> Camping (Primitive) <input type="checkbox"/> | <input type="checkbox"/> Directional/Regulatory Signs |
| <input checked="" type="checkbox"/> Boat Ramp | Camping (RV) <input type="checkbox"/> Electrical | <input type="checkbox"/> Bench |
| <input checked="" type="checkbox"/> Trailer Parking <input checked="" type="checkbox"/> Toilet(s) | <input checked="" type="checkbox"/> Potable Water <input type="checkbox"/> Grill | <input type="checkbox"/> Visitor Center |
| <input type="checkbox"/> Showers | <input type="checkbox"/> Established Fire Pit <input checked="" type="checkbox"/> Picnic | <input type="checkbox"/> Other |
| <input type="checkbox"/> Changing Rooms <input type="checkbox"/> Trash | Table _____ <input type="checkbox"/> | |
| Receptacle | <input checked="" type="checkbox"/> Information Kiosk | Other _____ |
| | <input type="checkbox"/> Education/Interpretive signs | |

Potential limitations or sensitivities of this site: (check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Strong Currents <input type="checkbox"/> | <input checked="" type="checkbox"/> Motorized Boat Traffic | <input type="checkbox"/> Presence of ANS |
| Navigational Hazards <input type="checkbox"/> | <input type="checkbox"/> Hazard Trees | <input type="checkbox"/> Presence of T&E Species |
| Low-Head Dam | <input type="checkbox"/> Sudden Water Level Changes | <input type="checkbox"/> Presence of Critical Habitat |
| | | <input type="checkbox"/> Sensitive Nesting Area |

Landing Conditions: (check all that apply)

- | | | |
|--|---|--|
| <input type="checkbox"/> Boat Dock <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Muddy Shore | <input type="checkbox"/> Grassy Shore |
| Boat Ramp <input type="checkbox"/> | <input checked="" type="checkbox"/> Sandy Shore | <input type="checkbox"/> Steep Grade <input checked="" type="checkbox"/> |
| Road Bridge | <input type="checkbox"/> Rocky Shore | Gradual Grade |

Additional Facility Notes:

This access site provides for the start of an interesting alternative float on the southern portion of the Walnut and Arkansas Rivers. Located in the Walnut park, there are restrooms and picnic facilities. The Kaw Wildlife Area access point on the Walnut river is 1.5 miles downstream. Continuing from there, the Walnut converges with the Arkansas River, and the Lower Grouse Creek access point is approximately 9 total miles downstream at the confluence of Grouse Creek and the Arkansas River.

Attachment "A" Continued Access Site Location Description and Survey

Additional Site Photos:

