



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	January 21, 2025

AGENDA ITEM

Council Action – Approve Memorandum of Understanding with the Upper Arkansas Watershed Partnership regarding design of South Arkansas River restoration planning.

Consent Agenda

BACKGROUND

The Upper Arkansas Watershed Partnership (UAWP) has received grant funding to pursue design phases related to the improvements of a section of the South Arkansas River between County Road 107 and the confluence with the Arkansas River near Old Stage Road. Portions of this design will front the South Arkansas Neighborhood property and other neighborhoods within or adjacent to the city limits. Although this project is separate from work occurring with the South Arkansas Neighborhood design, it is important that collaboration is occurring as interfaces with recreational uses, utility service crossings, and pedestrian river crossings will overlap, and designs need to complement each other.

The purpose of this MOU is to establish a general framework for cooperation among the parties, and to more formally identify the roles and responsibilities of each party. The parties propose to work together to achieve a common goal of developing a set of design plans for aquatic and riparian restoration within Vandaveer Regional Park (VRP). The plan will include an accessible, ecologically friendly trail along the restored river corridor with an educational component and sustainable river access points. The parties will also work together to visualize transitions and connectors between the restored river corridor and river trail and the other planned amenities within VRP. This MOU is intended to apply to the design phase of the UAWP project. A new agreement will be executed at a later date pertaining to construction of improvements proposed for VRP in the design phase.

RECOMMENDATION

Approve Memorandum of Understanding with the Upper Arkansas Watershed Partnership regarding design of South Arkansas River restoration planning.

FISCAL IMPACT

None

MOTION

A City Council member should state “I move to combine and approve the items on the consent agenda”, followed by a second and a roll call vote.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 21st day of January 2025, by and between the CITY OF SALIDA, a Colorado statutory municipal corporation (the “City”), and the Upper Arkansas Watershed Partnership (“UAWP”), (collectively the “Parties”).

RECITALS

WHEREAS, The UAWP formed in 2020 to foster collaboration among agencies, organizations, government, and landowners in the upper Arkansas Basin to build a healthy and resilient watershed. The UAWP Leadership Team includes the Arkansas River Watershed Collaborative, Central Colorado Conservancy, Greater Arkansas River Nature Association, Collegiate Peaks Chapter of Trout Unlimited, and the Upper Arkansas Conservation District. The group has been engaging diverse stakeholders within Chaffee County to: (1) protect water quality and quantity; (2) support agricultural operators with protection of water rights and improvement of irrigation infrastructure; (3) provide community education about the value of the watershed and ecosystem functions; (4) build watershed resilience to drought, fire, and flooding; and (5) maintain and restore the health of the Arkansas River, its tributaries, and wildlife habitat; and

WHEREAS, UAWP has contracted WaterVation, PLLC to create engineering design plans for aquatic habitat and riparian restoration along the 1.2-mile reach of the South Arkansas River between County Road 107 and the confluence with the main stem of the Arkansas River, including the 0.25-mile reach within the City-owned Vandaveer Regional Park (VRP). UAWP and the City desire to work together to create plans for a holistic restoration plan that includes an accessible, ecologically friendly educational trail and river access points within VRP.

WHEREAS, the Parties wish to enter into this Memorandum of Understanding (“MOU”) to memorialize the Parties’ collaborative relationship and understanding, and to clarify the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW, THEREFORE, the Parties hereby acknowledge mutual understanding of the following arrangement:

1. Purpose and Scope. The purpose of this MOU is to establish a general framework for cooperation among the parties, and to more formally identify the roles and responsibilities of each party. The parties propose to work together to achieve a common goal of developing a set of design plans for aquatic and riparian restoration within VRP. The plan will include an accessible, ecologically friendly trail along the restored river corridor with an educational component and sustainable river access points. The parties will also work together to visualize transitions and connectors between the restored river corridor and river trail and the other planned amenities within VRP. This MOU is intended to apply to the design phase of the UAWP project. A new agreement will be executed at a later date pertaining to construction of improvements proposed for VRP in the design phase.

2. Term. This MOU shall remain in effect through December 31, 2026, subject to annual appropriations by the Salida City Council, or until this MOU is cancelled by mutual written agreement of the Parties.

3. Specific Intentions and Responsibilities. The Parties have agreed to the following intentions and responsibilities under this MOU as follows:

A. The **City** agrees to:

- i. Assist UAWP and their consultants with compliance to all City policies and statutes, and ensure that any proposed improvements are consistent with the intent of the VRP Development Plan.
- ii. Facilitate communication between UAWP and their consultants and other parties developing infrastructure improvement plans within the UAWP project envelope.
- iii. Provide input and feedback on pertinent design features before and during the design process.
- iv. Assist with public outreach efforts related to proposed habitat and trail improvements for the VRP.
- v. Collaborate with UAWP and their consultants to develop design plans for VRP that maximize ecological lift while providing an enhanced outdoor recreational experience for City residents and visitors.
- vi. Collaborate with UAWP to explore ideas for creating an indoor or outdoor classroom space as part of an Ecosystems Learning Center within or adjacent to the restored river corridor.

B. **UAWP** agrees to:

- i. Provide project management services during the design phase of the project.
- ii. Communicate with the City and their consultants who are developing plans for infrastructure improvements within the UAWP project envelope.
- iii. Convene a public outreach campaign with assistance from the City related to proposed habitat and trail improvements for the VRP.
- iv. Collaborate with the City to develop design plans for VRP that maximize ecological lift while providing an enhanced outdoor recreational experience for City residents and visitors.
- v. Ensure that design plans comply with all City policies and statutes and that any proposed improvements are consistent with the intent of the VRP Development Plan.
- vi. Ensure that existing roadway and utility infrastructure within the corridor are protected and preserved and that any proposed improvements near or adjacent to such facilities shall be subject to review and approval by City Engineering.
- vii. Ensure that proposed utility and pedestrian bridge crossings locations planned by the City are incorporated into the river design in a collaborative manner and such design of river improvements near or adjacent to facilities shall be subject to review and approval by City Engineering.

4. Feedback. The Parties will evaluate the effectiveness of this arrangement and relationship annually, will provide each other with any pertinent details regarding the programming and feedback taken or received. The Parties will have a meeting at least annually to discuss the relationship, success, strengths and weaknesses of the relationship, and what role each Party will take in subsequent years, if applicable.

5. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

6. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

7. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above, and acknowledge and accept the terms and conditions herein.

CITY OF SALIDA

ATTEST

By: _____
City Administrator Christy Doon

By: _____
City Clerk Kristi Jefferson

Upper Arkansas Watership Partnership

By: _____
Name:
Title: