MEMORANDUM OF UNDERSTANDING

(OUTLINE)

BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND SINC

NUMEOURS PROJECTS ARE BEING PROPOSED IN AND AROUND RIVERS EDGE PARK ON GROUNDS CURRENTLY OWNED OR UNDER THE CONTROL OF THE CITY OR TO BE ACQUIRED BY THE CITY. THE PROJECT AND THE RESPONSIBILITY FOR THE COSTS OF IMPLEMENTING THE PROJECTS AND THE ON GOING MAINTENACE FOR SAID PROJECTS SHALL BE AS SET OUT BELOW.

TREE REMOVAL

The areas in which some of the proposed projects are to be undertaken have numerous trees that need to be cleared. The City has agreed to allow SINC and its agents and contractor(s) to enter upon City property to cut down and remove said trees as set out in the plans attached hereto. All agents and contractor(s) performing work pursuant to this authorization shall provide the City with proof of insurance for coverages and in amounts deemed appropriate by the City Attorney. The certificates provided to the City shall identify the City as an additional insured. The migratory bird act prohibits the removal of trees from this area after April first of each year contracts let for the removal of the trees shall only be let at times when this act may be complied with.

ELEVATED WALKWAYS

The construction of two elevated walkways are currently being contemplated. One would be connected to The Bob Kerry Pedestrian Bridge and would extend to the north. It has commonly been referred to as the Tree Top Walkway. The other would be constructed on the South side of the I-480 Bridge. It would run from the top of the levee and extend into the river to a newly constructed Pier. It is currently being referred to as the Pier Walkway. The City would grant SINC its agents and Contractor(s) permission to enter upon City property to construct these walkways. SINC will be responsible for completing these improvement and requiring the appropriate insurance coverage to be in place during said construction and, to remain in place until such time as the improvements are dedicated to and accepted by the City. The City shall have the final say on the design and specification of these structures. Once the city has accepted the improvements the City shall be responsible for their continued care and maintenance.

SURFACE WALKWAYS

Several trails are being contemplated at this time under and to the north of the Bob Kerry Pedestrian Bridge. The City would grant SINC its agents and Contractor(s) permission to enter upon City property to construct these improvements. SINC will be responsible for completing these improvements and requiring that the appropriate insurance coverages be in place during their construction. Once they are complete the city shall be responsible for their continued care maintenance.

ADVENTURE ELEMENTS

It is currently contemplated that there would be adventure elements incorporated into the construction of the Tree Top Walkway. An observation tower, climbing wall and roll glide are being considered. The final design and specifications for these structures will be subject to the approval of the City. These elements would be constructed under the same arrangement as the elevated walkways with SINC letting the contract and making sure that the appropriate amount of insurance is maintained on the project throughout its construction and until they are dedicated to and accepted by the City. Once accepted the City shall be responsible for their continued care and maintenance. It is contemplated that the City would contract with a third party to operate these elements.

DOG PARK AND PLAYGROUND

It is currently being contemplated that a dog park and playground area shall be constructed on the dry side of the levee in this general area. The City shall have the final say on the actual design and specifications of these improvements. If it is determined that additional ground is needed to accommodate these elements the city will explore the possibility of funding the acquisition of the property through state or federal grants. If no grants are available SINC will fund both the acquisition of the property and the costs of the improvement. SINC will enter contracts for the construction of the improvements and make sure that an appropriate amount of insurance is maintained throughout the construction of the project and until the lands and improvements are dedicated to and accepted by the City. Once accepted by the City the care and maintenance of these elements shall be the responsibility of the City.

ADITIONAL ELEMENTS

If it is determined that additional elements need to be incorporated into the park or the surrounding areas, City and SINC agree to work together to address those elements in a manner similar to the ways in which we have addressed the elements set out above.

ENDOWMENT FUND

In this Memorandum of Understanding the City has agreed to assume the responsibility for the ongoing care and maintenance of a significant amount of park improvements. It is the intent of the City to cover the cost of routine maintenance which will be more fully identified in subsequent agreements. SINC recognizing this commitment by the City has agreed to establish an endowment fund with an initial contribution of $2 million. The income generated by this fund may be utilized by the City to defray the cost of non-routine maintenance expenses.

In witness of the above understandings and as authorized representatives of our respective parties we have affixed our signatures below on this __ day of _____, 2021.

City of Council Bluffs

By: _____

Mayor Matthew Walsh

SINC

By: _____

Pete Tulipana