

COUNCIL ACTION FORM

SUBJECT: LOW HEAD DAM SAFETY COST SHARE GRANT

BACKGROUND:

In 1984, the City constructed a low-head dam in North River Valley Park. The sole function of this dam is to create a pool of water in the primary recharge location for the City's downtown well field during drought conditions. The process for the proposed modifications began in March, 2008 when the City Council received a letter from a representative of the Skunk River Paddlers outlining the inherent dangers of low-head dams. In 2009, City staff secured \$75,000 in funding from the Iowa Department of Natural Resources (DNR) to improve safety at the dam. At the time, City staff did not have a complete design concept that met all the necessary requirements, and the City did not formally enter into the grant agreement with the Iowa DNR at that time.

Since that time, City staff has continued to work with the DNR to try and resolve some of the outstanding design issues to move the project forward. Some of these issues included finding an engineer to sign and seal the planned modifications and meeting the "no rise" requirement for work taking place in the flood way. In 2008 when the project started, the City was one of the first to consider a modification of this nature and most of the modifications that had been done were out of state. City staff does not have the requisite expertise and was uncomfortable signing the engineering certification for the design.

Since that time, several low head dam modification projects have taken place in the state including Manchester, Elkader, Story City, Boone, and Charles City; and there are now engineering firms that will do this type of work. DNR worked to develop some alternatives so the "certificate of no rise" can be issued. An acceptable alternative has been identified that would remove a portion of the south wing wall of the dam and cut back the south bank of the river. This will still allow the dam to serve its primary function, and the modification has been agreed upon by the City.

The design has undergone several changes since 2008 which have improved safety, but also increased the cost of the project. The original concept was to place a small number of large boulders on the downstream apron of the dam, mitigating the deadly recirculation effect that low head dams can create. **The revised concept is now a rock arch rapids design that has been successful in other locations. This design will withstand high water events better, and also functions as a "fish ladder," allowing fish and other aquatic life to migrate upstream past the dam.**

In the fall of 2014, during discussions for meeting the certificate of no rise criteria, DNR staff suggested the City consider adding some additional recreational opportunities to

the new design. The additional features proposed would help improve bank access, increase shoreline fishing access, and provide a possible whitewater feature to the last weir of rock arch rapids. City staff met internally to discuss the options and then decided to approach the Parks and Recreation Commission to ask for additional input and funding for these types of features. Several members of the community representing various stakeholder groups attended the meeting and voiced their support of the project and the additional recreational features. The Commission was also in favor and supported approval of the additional funds in the FY 15/16 Capital Improvements Plan.

Current funding for the project is as follows:

Water Utility Fund - FY 13/14 CIP	\$75,000
Low Head Dam Safety Grant	\$75,000
Other Grant Funding (TBD-not secured)	\$35,000
In-Kind Donations	
Manatts of Ames (asphalt restoration)	\$ 8,000
Martin Marietta (rock donation)	\$32,000
Parks & Recreation - FY 15/16 CIP (LOST)	
Additional Recreation Features	\$40,000
Total	\$265,000

A preliminary estimate of the proposed cost for the project is as follows:

Construction (2012 Estimate)	\$183,000
Additional Recreation Features	\$ 35,000
Additional Concrete Wall Work	\$ 15,000
Engineering (dam + recreation features)	\$ 23,000
Contingency	\$ 10,000
Total	\$265,000

The engineering fee is still to be negotiated with the DNR, and they may cover some of these costs as part of their dam safety program. In recent years, staff has not pursued any additional grant opportunities because of the outstanding design related issues. Now that those are resolved, staff will again work with our stakeholders to look for additional grant opportunities to help offset the cost of the project. **The additional \$35,000 will be offset from saved engineering fees to the Iowa DNR, additional grant funds thru the low head dam safety grant program that Iowa DNR has indicated are available and could be applied to the project if need be, or thru securing additional outside grants or donations.**

The current proposed timeline for the project is as follows:

May 2015	Approve IDNR Grant Agreement
July 2015	Consultant Selection
August 2015	Public Input Meeting

Fall/Winter 2015
Winter 2015 thru 2016

Finalize Design/Obtain permits
Bidding and Construction

Council should note that the grant agreement is back-dated by several years. Procedurally, the DNR has indicated that they need the original grant agreement to be executed. Once executed, the DNR and the City will extend the original milestone dates of the grant to better reflect the current timeline. Also, an amendment to the original grant will be developed by the DNR and the City that outlines more specifically some of the design requirements that the City will require in order to protect the integrity of the dam. The amendment will outline a more specific delineation of responsibilities of both the City and the DNR, with the DNR leading the design through an outside consultant and the City handling the bidding and contracting for the project. The City will provide construction administration with the assistance of the DNR.

This project continues to be of high interest by several groups including the Skunk River Paddlers, Hawkeye Fly Fishing Association (HFFA), Story County Conservation, Prairie Rivers RC&D, Linda Manatt & Family, as well as other groups and interested citizens. City staff has continued to inform and engage in discussion with those interested in the project. Now that the project is slated to move forward, staff intends to host another public open house once a design consultant is on board. Staff then will meet with interested stakeholders at intervals in the design process to gather feedback on the design. Staff will also continue to meet with Parks and Recreation staff and the Commission to go over the impacts to North River Valley Park. These interested stakeholders have continued to express a desire to complete this project.

The driving concerns for the project continue to be recreation, fish passage, and water quality, but most importantly improving safety. The outcome of this project has the potential to create a unique and safe opportunity for the Ames community to enjoy the river.

ALTERNATIVES:

1. Approve a resolution to enter into the Iowa DNR Low Head Dam Safety Grant agreement in the amount of \$75,000.
2. Do not approve a resolution at this time and direct staff to find alternative funding sources.

MANAGER'S RECOMMENDED ACTION:

As a result of the inherent danger of the City's low head dam in North River Valley Park, staff has continued to pursue a modification to the dam that will significantly reduce the downstream recirculation effect. Staff has reviewed and agreed upon a preliminary design concept that will both improve safety and provide improved fish passage, fishing access, and recreational opportunities for the Ames community, all while maintaining the integrity and intended purpose of the dam. Although the City has never promoted

recreation at the dam, staff understands the attraction and potential danger of activities which are undertaken by both experienced recreational enthusiasts and by those experiencing the river for the first time. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative Number 1, thereby approving a resolution to enter into the Iowa DNR Low Head Dam Safety Grant agreement in the amount of \$75,000.** Staff will continue to engage with vested stakeholders as the project moves into the design phase.

Iowa Department of Natural Resources

GRANT AGREEMENT- LOW-HEAD DAM SAFETY COST SHARE PROGRAM

GRANTEE: City of Ames Farms
PROJECT TITLE: River Valley Park LHD Modifications
PROJECT CONTACT: LYLE HAMMES 515-239-5150
GRANT AWARD: \$ 75,000.00
DNR CONTACT/PHONE #: Kathleen Moench 515-281-3013

1. **PARTIES/AUTHORITY.** The parties to this Grant Agreement are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department), and City of Ames (the grantee). The parties make this Grant Agreement under the authority of Chapter 30 of 571 Iowa Administrative Code and the Iowa General Assembly appropriation, House File 911 of the 81st General Assembly.
2. **PURPOSE.** The purpose of this Low-head Dam Safety Cost-share Agreement is to enable the Department to assist the grantee in the a low-head dam safety project in Iowa.
3. **GENERAL DESCRIPTION OF PROJECT.** This Grant Agreement is for the project described in the project proposal, except for the exemptions identified later in this provision, and summarized as the following:

Placement of boulders on the concrete apron of the River Valley Park low-head dam providing rapids and the break up of dangerous recirculation effects of the dam.

The project proposal, which was submitted by the grantee and which serves as the basis for this Grant Agreement, shall be incorporated by this reference and made part of this Grant Agreement.

Despite being included in the project proposal, the project shall not include, and the Department shall not pay for, the following: N/A

4. **GRANTS AND REIMBURSEMENTS.** The Department will provide the costs as described and agreed to in the project proposal up to a maximum amount of \$ 75,000.00.

- a) The grantee may partner with other sponsoring organizations to provide additional project funds, and cost sharing funds may include local, private, federal or other state funds.
- b) Up to 90% of the award may be advanced by the Department by submitting a signed letter requesting the advance along with the signed agreements to the following:

Budget & Finance Bureau, Kathleen Moench
Iowa Department of Natural Resources
E. 9th & Grand
Des Moines, Iowa. 50319

The Department will pay the remaining 10% upon completion of the project, as determined solely by the Department.

- c) The grantee shall submit a report by **March 31, 2011** using the report form (Attachment A), describing the activities occurring to date to watertrails@dnr.iowa.gov. The Department shall have the right to

review and observe, at any time, completed work or work in progress and may demand a status report of such at any time. The grantee shall upon reasonable notice allow the Department, or anyone designated by the Department, to inspect its books and records relating to invoicing and evaluates performance of this Grant Agreement.

d) The grantee shall submit the final project billing form (Attachment B) report within one month of completion of the project.

e) The Department shall pay all approved billing requests pursuant to Iowa Code section 8A.514 (2007) if, in its sole discretion, such payment is appropriate pursuant to this Grant Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

5. **CERTIFICATION.** The grantee shall have plans for Medium and Large projects (any project with a request to the Department of more than \$20,001 per year) reviewed and certified by an engineer licensed in the state of Iowa, and shall submit such plans to the Department's Water Trails Coordinator before the Department will disburse any funds. Plans shall be sent to the Department's office at 502 E. 9th Street, Des Moines, IA 50319, Attention Water Trails Coordinator, or sent electronically to the Department's Water Trails Coordinator at watertrails@dnr.iowa.gov.

6. **RESPONSIBILITIES.** The grantee shall perform all work necessary to complete the project as outlined in the project proposal. The grantee is solely responsible for project completion as outlined in the project proposal. The grantee will make a concerted effort to procure goods and services from Targeted Small Businesses (TSBs) listed at www.iowai.org/iowa/dia/tsb/ during the performance of this Grant Agreement. The Department may provide assistance at the request of the grantee, or at the Director's recommendation. The grantee agrees to meet the requirements for construction permits from federal, state and local authorities before constructing their projects. Receipt of state funding does not eliminate the need for appropriate construction permits. The grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Agreement shall obligate the Department to or preclude the Department from making additional funds available to the grantee or its affiliates, including any maintenance costs.

7. **AMENDMENTS.** This Grant Agreement may be amended only by written agreement of the parties, which is signed by the Department Director, or designee, and an authorized party of the grantee. Requests for amendments shall be directed to watertrails@dnr.state.ia.us.

8. **EFFECTIVE DATE/TERMINATION.** This Grant Agreement shall become effective when it has been signed and dated by the Department Director, or designee, and the grantee and shall terminate upon the completion of all work specified in the project proposal, or earlier upon mutual agreement of the parties hereto, as evidenced in writing, or, if the parties are unable to agree, by order of the district court in Polk County, Iowa. All work specified in the project proposal shall be completed by no later than **September 30, 2012**. The Department may terminate this Grant Agreement upon notice in the event the grantee fails to comply with any provision of this Grant Agreement.

9. **AVAILABILITY OF FUNDS:** If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.

10. **INDEMNIFICATION; LIMITATION OF LIABILITY:** The grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the grantee's acts or omissions pursuant to this Grant Agreement.

Indemnification obligations of the grantee shall survive termination of this Grant Agreement. Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party.

11. **SIGNS:** In the event the project includes the installation of signs, the grantee agrees to the following:

a) The grantee shall place signs according to guidelines identified in the Iowa Water Trails Program Sign Manual (Manual) and shall monitor placement and condition of dam safety signs and the portage trail to ensure those signs continue to meet the guidelines identified in the Manual.

b) The grantee shall ensure signs erected pursuant to this agreement clearly read "Danger Dam" and are visible from a reasonable distance upstream, which may include clearing the line of sight from upstream of any visual obstructions.

c) The grantee shall replace signs as they become unreadable or are otherwise out of commission, whether due to weather, vandalism, accidents, or any other reason.

12. **PORTAGE TRAILS:** In the event the project includes the construction of a portage trail or the acquisition of land therefore, the grantee shall ensure that any portage trail built all or in part with these funds will be maintained in good condition and remain open to the public for a minimum of 20 years from the date this Grant Agreement is signed.

13. **EXECUTION:** By signing this Grant Agreement, the grantee agrees to the terms and conditions set forth in this agreement, failure to meet the terms and conditions of this grant agreement may be cause for repayment of all or part of the grant funds.

_____	_____
Date	Patricia L. Boddy, Deputy Director Iowa Department of Natural Resources
_____	_____
Fed ID #	Grantee Signature
LHDP Grant #: 10-08	_____
	Print Name