

CEMVS-OD-J

20 August 2013

MEMORANDUM THRU

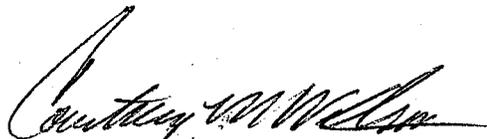
CEMVS-OD-T/NEBER
CEMVS-OC/LEVINS *via email*
CEMVS-RM/GAFFORD *SSW*
CEMVS-OD-X/HOPKINS *L.L.H. 8/23*

FOR CEMVS-OD/FENSKE

SUBJECT: Challenge Partnership Agreement, Mark Twain Lake

1. Enclosed for review and approval is a Challenge Partnership Agreement document that will facilitate a partnership with Western Illinois University and Whitetails Unlimited, Monroe City Chapter.
2. Mark Twain Lake recently was the successful recipient of a 2013 Challenge Partnership Handshake Grant to fund phase one of the development of the Indian Creek Multi-Use Trail. This trail feature will support the educational, stewardship, and recreational values provided by the area.
3. Western Illinois University, represented by Dr. Rob Porter, has agreed to support the project by contributing in-kind services.
4. Whitetails Unlimited (Monroe City Chapter), represented by Bob Kendrick, has agreed to support the project by contributing in-kind services.
5. Pending executed Challenge Partnership Agreement, anticipated completion of the project is June 2014.
6. For further information contact Alex Threlkeld at (573) 735-4097.

Encl
Challenge Partnership Agr
Mark Twain Lake Master Plan
Supplement No. 6


Courtney M. Wilson
Assistant Operations Manager

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
WESTERN ILLINOIS UNIVERSITY
AND
WHITETAILED UNLIMITED

KMB
The Board of Trustees of

THIS AGREEMENT, entered into this 23rd day of August, 2013, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, Readiness and Regulatory Division, U.S. Army Corps of Engineers, St. Louis District, and the Western Illinois University, represented by Ms. Dana M. Biernbaum and Whitetails Unlimited, Monroe City Chapter, represented by Mr. Bob Kendrick (hereinafter the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Mark Twain Lake which includes many recreational and educational opportunities for the public, and

WHEREAS, the development of phase one of the Indian Creek Multi-Use Trail will increase the recreational opportunities for the public, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this multi-use trail available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to support a portion of the cost through the contribution of in-kind services, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partners agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the development of phase one of the 1.4-mile Indian Creek Multi-Use Trail, located in the Indian Creek Recreation Area on Mark Twain Lake, as generally described in The Master Plan, Design Memorandum No. 9, Supplement No. 6, Clarence Cannon Dam and Mark Twain Lake, Salt River, Missouri, St. Louis District, shown in Appendix B.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the Indian Creek Multi-Use Trail.

c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using in-kind services provided by the Partners, shall expeditiously construct the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide materials, equipment, and technical oversight of the Project.

c. The Partners shall provide in-kind services associated with the development of the Project: Partner 1, Western Illinois University- research, planning, tree trimming and finish seed bed landscaping; Partner 2, Whitetails Unlimited- tree trimming, tree removal, and finish seed bed landscaping; shown in Appendix A.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet the Partners' total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partners and a current projection of total project costs. At least quarterly, the Government shall provide each Partner a report setting forth all contributions provided to date and the current projection of total project costs, of the components of the total project costs, of each party's share of the total project costs, and of the Partners' contributions required in accordance with Article II c. of this Agreement. On the effective date of this Agreement, total project costs are estimated to be \$62,477.00, and the Partners' contributions required under Article II c. of this Agreement are projected to be: Partner 1, \$4,724.00; Partner 2, \$15,253.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

b. The Partners shall provide services required under Article II c. of this Agreement based on funding availability.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partners with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partners agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partners each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, no party shall provide, without the consent of the other parties, any contractor or third party with a release that waives or purports to waive any rights such other parties may have to seek relief or redress against such contractor or third party pursuant to any cause of action that such other parties may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

Each Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time any Partner fails to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partners, and 60 calendar days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partners elect to terminate this Agreement.

c. In the event that any party elects to terminate this Agreement pursuant to this Article, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner:	Western Illinois University Dr. Rob Porter Department of Recreation, Park & Tourism Administration Currens Hall 400 / 1 University Circle Macomb, Illinois 61455
	Whitetails Unlimited Monroe City Chapter Bob Kendrick 24 Griffith Circle Monroe City, Missouri 63456
If to the Government:	U.S. Army Corps of Engineers Mark Twain Lake Project Office Sandra J. Spence Operations Manager 20642 Highway J Monroe City, Missouri 63456

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

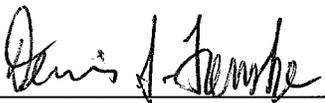
ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

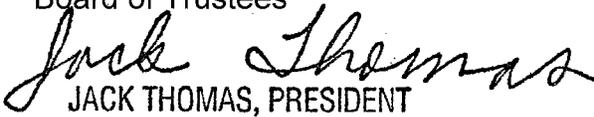
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief, Operations, Readiness and Regulatory Division, St. Louis District.

The Department of the Army

Western Illinois University

BY: 
DENNIS S. FENSKE
Chief, Operations, Readiness
and Regulatory Division,
St. Louis District

BY: 
DANA M. BIERNBAUM
Board of Trustees


JACK THOMAS, PRESIDENT

DATE: 8/23/2013

DATE: 8.28.13

Whitetails Unlimited, Monroe City Chapter

BY: 
BOB KENDRICK
Board of Directors

DATE: 8/28/13

Appendix A-1 - Challenge Partnership Financial Work Sheet

Corps Project Name: Clarence Cannon Dam & Mark Twain Lake

Work Project Title: Indian Creek Multi-Use Trail

POC Name: Andrew Ray

Address: 20642 Highway J **City:** Monroe City **State:** MO **Zip Code:**
63456

Telephone: (573) 735-4097

Location on Project: Indian Creek Recreation Area

Partner Organization 1: Western Illinois University (Recreation, Park and Tourism Administration)

POC Name: Dr. Rob Porter

Address: Currens Hall 400/1 University **City:** Macomb **State:** IL
Zip Code: 61455

Telephone: (309)298-1967

Partner Organization 2: Whitetails Unlimited (Monroe City Chapter)

POC Name: Bob Kendrick

Address: 24 Griffith Circle **City:** Monroe City **State:** MO **Zip Code:**
63456

Telephone: (573) 735-2607

Proposed Start Date of Work: August-2013

Description of Work: Phase one of the Indian Creek Multi-Use Trail will provide 1.4 miles of trail access, connecting 190 electric campsites, boat launching access, primitive camping, an educational amphitheatre, 2-acre fishing pond, and a swimming beach. The initial work will require a definitive outline be installed; this will facilitate target trees to be removed or trimmed. Installation of the trail surface will then commence; the trail surface will consist of crushed limestone suitable for bicycle and pedestrian traffic. Finally, the soil will be graded and seeded in order to sustain the trails appearance.

Appendix A-2 - Challenge Partnership Financial Work Sheet Continued

	Local Corps	Handshake Funds	Partner 1	Partner 2	Total
Research, Planning, and Landscaping	\$0	N/A	\$2,000	\$0	\$2,000
Travel	\$0	N/A	\$0	\$0	\$0
Materials and Supplies	\$7,366	\$21,000	\$0	\$0	\$28,366
Equipment Use	\$5,912	\$0	\$0	\$0	\$5,912
Funds Contributed	N/A	N/A	\$0	\$0	\$0
Salaries	\$5,000	N/A	\$0	\$0	\$5,000
Tree Trimming and Removal	N/A	N/A	\$2,724	\$15,253	\$17,977
Other (explain in text)	\$3,222	\$0	\$0	\$0	\$3,222
Total	\$21,500	\$21,000	\$4,724	\$15,253	\$62,477
Share of Total Cost	34.4%	33.6%	7.6%	24.4%	100%

Explanations: Existing IDIQ contract will be employed to provide equipment and operator to compact sub base and base layers of the trail.

Appendix B – Mark Twain Lake Master Plan Supplement No. 6

CEMVS-OD-J

18 July 2013

MEMORANDUM THRU CEMVS-OD-T

LN
7-19-18

FOR CEMVS-PM-E

SUBJECT: Mark Twain Lake, Salt River, Missouri, Supplement No. 6, Design Memorandum No. 9, The Master Plan.

1. The enclosed Mark Twain Lake Master Plan Supplement is submitted for review and approval.
2. This supplement requests approval for the following proposed projects:
 - a. Development of a 1.4-mile multi-use campground connector and beach trail in the Indian Creek Recreation Area.
 - b. Three additional miles of multi-use trails herein referred to as Loops 1, 2, and 3 to be developed at a later date pending funding and additional partnerships.
3. P.O.C. for this effort at Mark Twain Lake is Alex Threlkeld, 573-735-4097.

Encl
as



Courtney M. Wilson
Assistant Operations Manager

CEMVS-PM-E

18 July 2013

MEMORANDUM THRU: CEMVS-OD-T (Wilson) *EW*
CEMVS-OD (Fenske) *AS*
CEMVS-RE (Nelson) *AS*
CEMVS-EC (Busse) *AS*
CEMVS-OC (Levin) *AS*
CEMVS-DP (Dell'Orto) *AS*
CEMVS-DX (Ziino) *AS*
CEMVS-DD (Wolf)

For Commander, St. Louis District

SUBJECT: Supplement No. 6, Design Memorandum No. 9, Mark Twain Lake Master Plan, Salt River, Missouri

1. The attached Supplement to the Mark Twain Lake Master Plan is submitted for review and approval (Enclosure 1).
2. This supplement requests approval for the following proposed projects:
 - a. Development of a 1.4-mile multi-use campground connector and beach trail in the Indian Creek Recreation Area.
 - b. Three additional miles of multi-use trails herein referred to as Loops 1, 2, and 3 to be developed at a later date pending funding and additional partnerships.
3. Environmental Checklists have been completed for the proposed developments and are enclosed (Enclosure 2).
4. In accordance with ER 1130-2-550, paragraph 3-2b., approval of this supplement by the District Commander is requested. Please return the attached approval memorandum after signing (Enclosure 3).
5. POC for this effort is Lynn Neher, ext. 8800.

Encls

Brian Johnson
BRIAN JOHNSON
Chief, Planning and
Environmental Branch

MEMORANDUM THRU CEMVS-OD-T

FOR CEMVS-PM-E

SUBJECT: Mark Twain Lake, Salt River, Missouri, Supplement No. 6, Design Memorandum No. 9, The Master Plan.

1. Reference:

- a. ER 1105-2-100, Appendix E, Section E, Section VII, Recreation, paragraph E-48, 2002.
- b. ER 1130-2-550, Chapter 3: Project Master Plans and Operational Master Plans, approved 15 August 2002.
- c. Mark Twain Lake Master Plan, Design Memorandum No. 9, Salt River, Missouri, 2004.
- d. EM 1110-1-400, Engineering and Design: Recreation Facility and Customer Services Standards, 1 November 2004. All proposed facilities will be in accordance with these standards.

2. Purpose: The purpose of this supplement is to request approval for the addition of new facilities. This proposal will improve safety, customer service, promote quality outdoor experiences, and encourage overall health and well being by providing facilities that meet current standards and visitor demand. Visitation and user fees are projected to increase.

3. Project Description: The proposed actions included in this supplement are described in the following paragraphs. Plates graphically depicting the proposed actions are enclosed at the end of this supplement.

Indian Creek Multi-Use Trail: This action includes construction of a 4.4-mile multi-use trail system, within the Indian Creek Recreation Area. This trail system consists of a connector trail, beach trail, loop 1, loop 2, and loop 3. The trail surface will consist of crushed limestone suitable for bicycle and pedestrian traffic. It would conjoin 190 electric campsites, boat launching access, primitive camping, an educational amphitheatre, 2-acre fishing pond and a swimming beach. The anticipated life span of this trail is 30 years. Periodic maintenance and future O&M costs will be mitigated through the FOREST (Friends of Recreation and Environmental Stewardship) Council and/or volunteer contributions. Construction methods follow EM 1110-1-400: Engineering and Design: Recreation Facility and Customer Services Standards. The Indian Creek Recreation Area is comprised of 2,775 acres of oak and hickory forests and makes up approximately 10% of the lake's population, or 220,000 visitors annually.

Mark Twain Lake, in partnership with Western Illinois University (WIU) and the FOREST Council, was the successful recipient of a \$21,000 FY2013 Handshake Program Grant sponsored by USACE Headquarters. This grant will fund the construction of the Connector Trail and

CEMVS-OD-J

18 July 2013

SUBJECT: Mark Twain Lake, Salt River, Missouri, Supplement No. 6, Design Memorandum No. 9, The Master Plan.

Beach Trail, equating to 1.4 miles. The approximate cost basis of partnership initiative is as follows: 33.6% USACE-HQ Grant Funding; 34.4% Corps of Engineers; 7.6% WIU; and 24.4% FOREST Council. The cost estimate for this action is \$62,476.53 without contingencies.

The development of 3 additional phases including Loop 1, Loop 2, and Loop 3 are pending completion of future partnerships, funding, and environmental clearance. It will address customer concerns and demands by providing alternative transportation routes, increasing safety, and encouraging overall health and well being. It is anticipated that this action will increase customer satisfaction, increase visitation, and promote increased volunteer contributions. Mark Twain Lake is currently seeking a partnering opportunity to develop the facility in order to maintain compliance with the Master Plan and Partnering Requirements for installation of additional trails. The cost estimate for this action is \$135,695.80 without contingencies.

4. Cost Estimate: The preliminary estimated cost of the project described above is \$198,172.33. With a 25% contingency, the project is estimated at \$247,715.40; the contingency is presented for any unforeseeable circumstances. A field estimate of costs for the proposed actions is included in Appendix A.

5. Environmental Compliance: Environmental compliance requirements were addressed through submission of Environmental Checklist dated December 12, 2012, for the connector and beach trails. Environmental compliance is required for the remaining trail sections and will be completed at a later date.

6. Conclusions: The proposed projects address identified needs at Mark Twain Lake and are an appropriate proposal to meet the demand for recreational facilities. The proposed actions are in accordance with the Mark Twain Lake Master Plan and Corps of Engineers' regulations and policies. Approval of this supplement is recommended.

Appendix A - Field Estimate of Cost - Indian Creek Multi-Use Trail

Location	Proposed Action	Purpose	Qty	Unit	Total Cost	Cost (w/ 25% Contingency)	Funding Source	Environmental Compliance
Connector Trail	Construct Trail	New	1	mile(s)	\$44,626.15	\$55,782.69	Handshake Agreement, WIU, FOREST Council, Corps	Environmental Checklist Completed
Beach Trail	Construct Trail	New	0.4	mile(s)	\$17,850.38	\$22,312.98	Handshake Agreement, WIU, FOREST Council, Corps	Environmental Checklist Completed
Loop 1	Construct Trail	New	1.53	mile(s)	\$68,293.64	\$85,367.05	Funding Source Not Determined At This Time	Environmental Checklist will be Completed at a Later Date.
Loop 2	Construct Trail	New	0.96	mile(s)	\$42,851.71	\$53,564.64	Funding Source Not Determined At This Time	Environmental Checklist will be Completed at a Later Date.
Loop 3	Construct Trail	New	0.55	mile(s)	\$24,550.45	\$30,688.06	Funding Source Not Determined At This Time	Environmental Checklist will be Completed at a Later Date.
TOTAL:								
			4.44	miles	\$198,172.33	\$247,715.41		