



BOARD MEETING

April 13, 2011 - 5:30 p.m.

REVISED

Polk County Administration Bldg
111 Court Avenue, Room 120
Des Moines, Iowa

AGENDA

The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. To receive information or to request an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, contact the Polk County Conservation Board Office, 11407 NW Jester Park Drive, Granger, 515-323-5300.

1) Opening Items

- a) Roll Call
- b) Oath of Office
- c) Action on the Minutes of the Previous Meeting(s)

2) Consent Agenda Items

Note: These are routine items and will be enacted by one roll call vote without separate discussion unless a Board Member, PCCB employee or member of the public requests an item be removed to be considered separately. Please notify a PCCB Member to have an item removed.

- a) **Action on Bill List:** approve the PCCB/Enterprise Fund March 2011 expenditures.
- b) **Contract Mowing, Memorandum Of Understanding:** authorize PCCB Director to sign Memorandum of Understandings for mowing services and approve the payments from mowing services being used to supplement the Natural Resources budget with additional seasonal staff and supplies.
- c) **Land and Water Conservation Fund – Jester Park Accessible Outdoors Project:** ratify approval to submit a Land and Water Conservation (LAWCON) Grant for the Jester Park Accessible Outdoor Project in the amount of \$123,000 with LAWCON funding \$61,500 (50%) and the PCCB providing a cash match of \$25,000 and an in-kind match of \$36,500 (total \$61,500 or 50%) and approve the PCCB Chair signing the grant resolution.
- d) **Jester Park, Two Dam Pond Improvements - Fish Habitat Stamp Grant:** approve the Cooperative Agreement with the Iowa Department of Natural Resources for Fish Habitat Stamp Funds for the construction of a wetland/sediment basin, a wet dredge and add three grade stabilization structures to Two Dam Pond, Jester Park with a cost-share split of \$25,125 (90%) for the Iowa Department of Natural Resource's portion and the PCCB's match being at least \$2,792 (10%).
- e) **Jester Park Equestrian Center, Payment to Lease Horses:** approve leasing of trail horses for the 2011 season from Nolan Horses at a cost not to exceed \$12,750.
- f) **Employee Manual Revision:** approve the proposed revision to the Overtime/Compensatory Time section of the PCCB's Employee Manual as presented.
- g) **Assistant Ranger Position:** approve in accordance with the provisions specified in Article VII, Bylaws of the Polk County Conservation Board, that Chris Clingan be approved for the position of Assistant Park Ranger at pay grade 14, entry step, \$42,568.00.
- h) **Chichaqua Valley Trail, 2010 Flood Repairs - Engineering Services:** approve the Professional Services Agreement with Snyder & Associates, subject to approval by FEMA of the expense reimbursement for this project, for consulting services for the Chichaqua Valley Trail repairs for the amount not to exceed \$92,930 (\$56,434 for engineering services and \$36,496 for construction services) and authorize the PCCB Chair to sign the Agreement.
- i) **Seasonal Employees:** approve the presented list of individuals for seasonal employment with Polk County Conservation.
- j) **High Trestle Trail, Memorandum of Understanding/Resolution:** approve the Resolution and Memorandum of Understanding that hopes to be the beginning to the process of developing an Agreement that will set standards for maintaining



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the High Trestle Trail and to the possible establishment of a "trail authority" to oversee the future maintenance of the entire HTT; and the Board further approves the PCCB Chair signing Resolution.

k) Altoona Crossing LLC – Mitigation Site: accepts the gift of 4.7 acres of land from The Desco Group, legal description: SW ¼ SE ¼ LYG WLY OF CL OF DITCH LESS RD SUBJ 1.731A DITCH EAS SEC 13-80-22, as an addition to Chichaqua Bottoms Greenbelt.

- 3) **Yellow Banks Park, Land Use Lease Agreement - Four Mile Little League**
- 4) **FEMA Projects**
- 5) **Jester Park Golf Course, Management Agreement**

PUBLIC COMMENTS

STAFF REPORTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

ADJOURNMENT

1) Opening Items

a) Roll Call

b) Oath of Office

The following oath will be administered to incoming Board Member(s).

Chapter 63.10, CODE OF IOWA, provides that other civil officers, elected by the people or appointed to any civil office, unless otherwise provided, shall take and subscribe an oath substantially as follows:

Please rise, raise your left hand and repeat the oath after me, inserting your name in the appropriate place.

"I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Conservation Board member in Polk County, Iowa, as now or hereafter required by law."

c) Action on the Minutes of the Previous Meeting(s)

The Polk County Conservation Board met in regular session on March 9, 2011 and in special session on March 30, 2011. Minutes for these meetings are attached.

2) Consent Agenda Items

a) Action on the Bill List

March 2011 expenditures have been e-mailed to the Board for review.

STAFF RECOMMENDATION: That the Board approve the PCCB/Enterprise Fund March 2011 expenditures.

b) Contract Mowing, Memorandum of Understanding

PCCB has been assisting other governmental agencies in the maintenance of their multi-use trails for a number of years. The original intent of the proposal was to allow PCCB to assist in the maintenance of trails that were contiguous to PCCB trails but under different ownership. Examples are the Great Western Trail, Chichaqua Valley Trail and the Gay Lea Wilson Trail. Recently, on a limited basis, we agreed to assist the State of Iowa, Pleasant Hill and the Army Corps of Engineers with their trail maintenance.

Our agreement which utilizes our boom mower (John Deere 6410 and Alamo Machete Mower) in return for payment has been a successful agreement. Although it is not a money maker, it has allowed trails to have a consistent maintenance regime. Our current rate per hour is \$60.00

A sample MOU is attached.

STAFF RECOMMENDATION: That the PCCB authorize PCCB Director to sign Memorandum of Understandings for mowing services and approve the payments from mowing services being used to supplement the Natural Resources budget with additional seasonal staff and supplies.

c) Land and Water Conservation Fund (LAWCON) – Jester Park Accessible Outdoor Project

PCCB recently applied for a LAWCON grant for the Jester Park Accessible Outdoor Project. This project to develop the area around Two Dam Pond needed a resolution from the Conservation Board to be valid.

Director Parker phone polled the Board on March 15th to approve the application with the understanding that it would be brought before the Board at our next regular meeting for formal adoption.

The DNR administers this grant program and after discussions between staff, concurred that this was an acceptable course of action for the application.

The grant total is \$123,000. We are asking that LAWCON fund the grant for 50% or \$61,500. The remaining will be a cash match of \$25,000 and an in-kind match of \$36,500 from PCC.

The resolution form that is part of the grant application is attached.

STAFF RECOMMENDATION: That the Board ratify approval to submit a Land and Water Conservation (LAWCON) Grant for the Jester Park Accessible Outdoor Project in the amount of \$123,000 with LAWCON funding \$61,500 (50%) and the PCCB providing a cash match of \$25,000 and an in-kind match of \$36,500 (total \$61,500 or 50%) and approve the PCCB Chair signing the grant resolution.

d) Jester Park, Two Dam Pond Improvements – Fish Habitat Stamp Grant

At the PCCB's November 2010 meeting the Board approved submitting a Fish Habitat Grant for restoration work at Two Dam Pond located at Jester Park and the PCCB Chair signed the Statement Resolution that was required when applying for Fish Habitat Grant funds. Staff received notice that the grant has been awarded for a cost-share split of \$25,125 (90%) for the DNR's portion with PCCB's match to be at least \$2,792 (10%).

The project consists of construction of a wetland/sediment basin; a wet dredge and adding three grade stabilization structures to Two Dam Pond.

STAFF RECOMMENDATION: That the Board approve the Cooperative Agreement with the Iowa Department of Natural Resources for Fish Habitat Stamp Funds for the construction of a wetland/sediment basin, a wet dredge and add three grade stabilization structures to Two Dam Pond, Jester Park with a cost-share split of \$25,125 (90%) for the Iowa Department of Natural Resource's portion and the PCCB's match being at least \$2,792 (10%).

e) Jester Park Equestrian Center, Payment to Lease Horses

Each year the Jester Park Equestrian Center leases between 12 to 15 trail horses that are used in the May-October period for trail rides, horse camps, and various other training sessions. The lease cost and transportation charges are budgeted costs of the Equestrian Center. For the 2011 season, the Equestrian Center will lease from Nolan Horses 15 horses at \$750 per horse, and pay transportation charges to deliver the horses in the amount of \$1,200-\$1,500. This lease rate has been the same since the 2009 season.

- Carrie Spain, Eq. Ctr. Manager

STAFF RECOMMENDATION: That the PCCB approve leasing of trail horses for the 2011 season from Nolan Horses at a cost not to exceed \$12,750.

f) Employee Manual Revision

Currently the PCCB's Employee Manual's Overtime/Compensatory Time section states that all accumulated compensatory time in excess of 40 hours shall be liquidated and paid to non-exempt full time employees in the final paychecks of the calendar year and the final paycheck of the fiscal year.

Because the PCCB budget is not amended to allow for these payouts staff is proposing a change to this section of the Manual. Attached is a copy of Overtime/Compensatory Time section of the Manual. The proposed changes are identified by strike through or red text. Basically, staff is proposing the following:

- payout of compensatory time over 40 hours that occurs twice a year be eliminated
- adding a subsection on Usage that indicates an employee must use compensatory time in excess of 40 hours first when requesting leave before using vacation leave

STAFF RECOMMENDATION: That the Board approve the proposed revision to the Overtime/Compensatory Time section of the PCCB's Employee Manual as presented.

g) Assistant Ranger Position

Polk County Conservation Board has authorized and funded the Assistant Park Ranger position based at Yellow Banks Park. This position has been vacant since the retirement of Assistant Park Ranger Dick Shepard who retired November 19, 2010. In filling this vacancy the decision has been made to base this position out of Jester Park to better balance the Park Advocacy Unit's staffing within the County.

Mark Hurm Park Advocacy Unit Manager and Dennis Parker, Director, followed the standard practice, of advertising the position internally to current Polk County employees. After receiving thirteen applications from in-house, the decision was made to advertise externally to provide a broader pool of candidates. A total of 159 applications were received.

A three member panel (Pat Spain, Community Outreach; Brian Herrstrom, Park Ranger; and Dan Hrubes, Natural Resource Tech.) was created to assist in the reviewing, interviewing and conducting reference checks of the candidates, along with the assistance of the Polk County Human Resource Department in establishing

criteria for evaluation of the applications. Based on the panel's review of the applications the candidate pool was reduced to twelve highly qualified individuals. The panel and Mark Hurm evaluated the twelve candidates further using evaluation criteria established by the panel and reduced the candidate pool to six applicants.

These six applicants were then set up for phone interviews, which were conducted by the panel and Mark Hurm. Following the phone interviews the panel graded each applicant and chose the top four for formal interviews. The interviews were conducted by Dennis and Mark, with the members of the panel sitting in to observe and share in some of the dialogue. Following the interviews, Chris Clingan; Park Ranger from Dubuque County Conservation Board was tentatively selected to fill the position.

Chris has a Bachelor's of Science degree from Upper Iowa University in Conservation Management. His past employment has included working with the Meskwaki Nation Natural Resource Department, the Iowa DNR Water Patrol, and the Iowa Natural Heritage Foundation. Most recently he has been working as Park Ranger with Dubuque County Conservation Board. Chris received his peace officer certification through the Iowa Law Enforcement Academy in 2007.

STAFF RECOMMENDATION: That the Board approve in accordance with the provisions specified in Article VII, Bylaws of the Polk County Conservation Board, that Chris Clingan be approved for the position of Assistant Park Ranger at pay grade 14, entry step, \$42,568.00.

h) Chichaqua Valley Trail, 2010 Flood Repairs - Engineering Services

At the Board's February 11, 2011 meeting the Board authorized retaining the services of Snyder and Associates to work with PCCB staff in preparing and completing thorough site inspections, planning, and preliminary and final design for repairs to the Chichaqua Valley Trail in both Polk and Jasper County.

Attached is the Professional Services Agreement with Snyder & Associates for consulting services for the Chichaqua Valley Trail repairs for the amount not to exceed \$92,930 (\$56,434 for engineering services and \$36,496 for construction services). Approval of this Agreement will be subject to approval by FEMA of the expense reimbursement for this project.

STAFF RECOMMENDATION: That the Board approve the Professional Services Agreement with Snyder & Associates, subject to approval by FEMA of the expense reimbursement for this project, for consulting services for the Chichaqua Valley Trail repairs for the amount not to exceed \$92,930 (\$56,434 for engineering services and \$36,496 for construction services) and authorize the PCCB Chair to sign the Agreement.

i) Seasonal Employees

The following is a list of individuals hired for seasonal employment with Polk County Conservation. According to the PCCB's Bylaws their employment is to have Board approval.

<u>Hire date</u>	<u>Name</u>	<u>Position</u>	<u>Area</u>	<u>Hourly rate</u>
March 2011	Richard Rewis	Work Crew Transporter	All	\$11.14
March 2011	Tanner Scheuermann	Conservation Laborer I	CBG	\$10.41
March 2011	Ron Robbins	Conservation Laborer II	CST	\$11.14
April 2011	Steven C. Williams	Conservation Laborer I	All	\$10.41
April 2011	Art Coverdell	Conservation Laborer I	TM/YB	\$10.41
April 2011	Curtis Naeve	Conservation Laborer I	TM/YB	\$10.41
April 2011	Charles Harper	Conservation Laborer I	EL	\$10.41
April 2011	Dan Schulte	Conservation Laborer I	EL	\$10.41
April 2011	Bruce Dodge	Conservation Laborer I	JP	\$10.41
April 2011	Charles Beebe	Conservation Laborer I	All	\$10.41
April 2011	Kathy Dunwoody	Campgrd. Attendent	JP	\$10.41
April 2011	Tanner Herndon	Conservation Laborer I	CBG	\$10.41
April 2011	Carroll Lister	Conservation Laborer I	JP	\$10.41
April 2011	Jim Williams	Conservation Laborer I	EL	\$10.41
April 2011	Steve Cullinan	Conservation Laborer I	YB/TM	\$10.41
April 2011	Edward Anderson	Conservation Laborer I	JP	\$10.41
April 2011	Tony Dunskey	Conservation Laborer I	YB/TM	\$10.41
April 2011	Brian Lee Drake	Conservation Laborer I	EL	\$10.41
May 2011	John Swanson	Conservation Laborer I	All	\$10.41
May 2011	Kirk Mensen	Conservation Laborer I	All	\$10.41
May 2011	Marty Boyd	Conservation Laborer I	JP	\$10.41

STAFF RECOMMENDATION: That the Board approve the presented list of individuals for seasonal employment with Polk County Conservation.

j) High Trestle Trail, Memorandum of Understanding/Resolution

Polk County has been one of the major partners in the High Trestle Trail project from the initial concept. The project is drawing to a close and considerable discussion has taken place on what would be the best way to ensure that the trail will be maintained adequately.

The smaller communities and to some extent counties are unfamiliar with the requirements of maintaining a major trail. PCC has taken the lead in proposing that there be a minimum standard of maintenance that should be practiced along the entire trail.

This Memorandum of Understanding (MOU) is a beginning to the process of developing an agreement that will set standards for maintaining the trail and to perhaps the establishment of a "trail authority" that would one day perform maintenance for the entire trail.

This MOU establishes a basis for all parties to move forward in a cooperative manner.

MOU and Resolution are attached.

STAFF RECOMMENDATION: That the Board approve the Resolution and Memorandum of Understanding that hopes to be the beginning to the process of developing an Agreement that will set standards for maintaining the High Trestle Trail and to the possible establishment of a "trail authority" to oversee the future maintenance of the entire HTT; and the Board further approves the PCCB Chair signing Resolution.

k) Altoona Crossing LLC – Mitigation Site

This item was brought before the Board in January as an informational item.

In 2003-04 PCCB staff worked with the developer, Altoona Crossing, and Snyder and Associates to develop and build a wetland mitigation project on land immediately adjacent to Chichaqua Bottoms Greenbelt. The Agreement was for the developer to create a wetland, monitor, and manage it for the five year Corps required monitoring period. Once the Corps agrees that their mitigation responsibilities are fulfilled the property would be donated to Polk County for inclusion into Chichaqua Bottoms Greenbelt.

The property has been through the five year monitoring period and has met all Corps' requirements. The owner is filing the necessary 401 and 404 documents and preparing to transfer the property to Polk County.

I have included two maps to show the location of the wetland and the Assessor's page listing of the property.

The total property is 4.7 acres consisting of mostly wetland. The value of land and wetland has not been appraised. We do know that the sale price of the property was \$30,000 in 2003 and considerable expense was incurred developing the wetland.

The owner has asked that this matter be brought before the Board and that the Board agrees to accept the land as a gift.

Loren Lown
Natural Resources Specialist

STAFF RECOMMENDATION: That the Board accepts the gift of 4.7 acres of land from The Desco Group, legal description: SW ¼ SE ¼ LYG WLY OF CL OF DITCH LESS RD SUBJ 1.731A DITCH EAS SEC 13-80-22, as an addition to Chichaqua Bottoms Greenbelt.

3) Yellow Banks Park, Land Use Lease Agreement – Four Mile Little League

The PCCB has a lease agreement with the Four Mile Little League that allows the league to conduct its games at Yellow Banks Park. It is now time to renew the lease.

The Agreement has been reviewed by the County Attorney's office. They indicate that the Agreement needs to be with an entity. The way the Agreement is currently written no one is held responsible. Staff also needs to find out who the responsible

individual(s) is/are during the activities and identify this information in the Agreement as well. Four Mile also requested that the Agreement period be changed from three years to five years. The County Attorney's Office approved this change.

The information requested by the County Attorney's Office was not known in time to include a copy of the Agreement with this writeup. Copies of the revised Agreement will be brought to the Board meeting for your review and a recommendation will be made at that time.

4) FEMA Projects

Polk County Conservation has five FEMA Project Worksheets (PW) to complete during the upcoming calendar year. Each (PW) is associated with a Category of work to be completed. Under each (PW) there may be a number of different tasks. To expedite and stream line the process staff will be combining numerous tasks within each project worksheet and sending them out to bid. The table below shows the five project worksheets, category of work, number of projects within each category and the estimated cost for completing the work.

Project Worksheet	Category	Projects	Total Cost
PCC-03-C	Permanent repair work, roads & bridges	2	\$ 4,600.00
PCC-04-D	Permanent repair work, water control facilities	8	\$ 22,405.05
PCC-03-E	Permanent repair work, public buildings	26	\$ 14,399.59
PCC-06-G	Permanent repair work, parks and recreation facilities	26	\$ 69,652.49
PCC-08-G	Permanent repair work, parks and recreation facilities	34	\$ 52,158.28

Mark A. Dungan
Natural Resources Manager

STAFF RECOMMENDATION: That the Board approve staff completing the FEMA work as described in each project worksheet and shown in the graph above.

5) Jester Park Golf Course, Management Agreement

At the Board's October 2010 meeting the Board was asked to approve a change of investors and ownership of H.G. Golf Properties. Tom Rodems, President of H.G. Golf Properties, recently notified Director Parker to indicate that this arrangement never happened.

H.G. Golf Properties now have a deal that is basically the same and they expected to close on March 31. The principals have changed only slightly. Holdovers from the previous deal are Tom Rodems, Mike Shaw (CFO of HG Golf), Tony Rodems (Dir of Marketing for HG Golf and Matt McIntee (VP of acquisitions for Crown Golf for the past 17 years). Principals that are no longer in the deal are Steve Herrig and John Leibold. The new entity that has been formed is Green Golf Management, LLC (FEIN - 45-1015007).

According to the Management Agreement we have with H.G. Golf Properties, the manager shall not assign or otherwise transfer or delegate its rights, duties and obligations under this Agreement without the prior written consent of the PCCB. A letter drafted by staff approving the change of H.G. Golf Properties will be brought to the meeting for the Board to approve.

Attached is a copy of the Assignment of Golf Course Management Agreement that Board

STAFF RECOMMENDATION: That the Board approve the PCCB Chair signing the Assignment of Golf Course Management Agreement approving the change in H.G. Golf Properties ownership and investors as required per Jester Park Golf Course Management Agreement with H.G. Golf Properties.

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, March 9, 2011. The meeting was called to order at 5:36 p.m.

#1a – Roll Call

Board Present: Levis, Smith, Hadden, Vosler

Board Absent: McEnany

#1b – Action on the Minutes of the Previous Meeting(s)

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE FEBRUARY 9, 2011 MEETING MINUTES AS WRITTEN.

VOTE YEA: LEVIS, SMITH, HADDEN, VOSLER

#2 – Consent Agenda Item

IT WAS MOVED BY VOSLER THAT THE POLK COUNTY CONSERVATION BOARD APPROVE MOVING ITEM #3, SERVICE CONTRACT FOR REFUSE DISPOSAL SERVICE, TO THE CONSENT AGENDA.

VOTE YEA: VOSLER, LEVIS, SMITH, HADDEN

IT WAS MOVED BY HADDEN THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE FOLLOWING CONSENT AGENDA ITEMS:

A) PCCB/ENTERPRISE FUND FEBRUARY 2011 EXPENDITURES;

B) SERVICE CONTRACTS:

- 1) ACCEPTING THE BID FROM JIM'S JOHNS FOR CHEMICAL TOILET RENTAL FOR A COST OF \$48.00 FOR ACCESSIBLE UNIT/MONTH AND DAILY RATE OF \$40.00 FOR ACCESSIBLE UNIT; AND APPROVE A THREE-YEAR CONTRACT, APRIL 1, 2011 - MARCH 31, 2014, WITH AN INITIAL SERVICE TERM FROM APRIL 1, 2011 – MARCH 31, 2012, WITH THE PROVISION FOR TWO ONE-YEAR EXTENSIONS BASED ON SATISFACTORY SERVICE;**
- 2) ACCEPTING THE BID AS DESCRIBED FROM EFFLUENT DBA BOB'S SEPTIC TANK AND MOBILE TOILET FOR SEPTIC TANK/VAULT TOILET/ GREASE TRAP PUMPING SERVICE AND APPROVE A THREE-YEAR CONTRACT, APRIL 1, 2011 TO MARCH 31, 2014, WITH AN INITIAL SERVICE TERM FROM APRIL 1, 2011 – MARCH 31, 2012, WITH THE PROVISION FOR TWO ONE-YEAR EXTENSIONS BASED ON SATISFACTORY SERVICE;**

- 3) **ACCEPTING THE BID FROM DR. PEPPER SNAPPLE GROUP, INC (CADBURY-SCHWEPES BOTTLING GROUP) FOR SOFT DRINK SUPPLIER AS FOLLOWS FOR PERCENTAGE OF MACHINE SALES TO BE PAID TO PCCB: SOFT DRINKS, 45%; SPORTS DRINK, 45%; AND OTHER DRINKS, 40%; AND APPROVE A THREE-YEAR CONTRACT, APRIL 1, 2011 - MARCH 31, 2014, WITH AN INITIAL SERVICE TERM FROM APRIL 1, 2011 – MARCH 31, 2012, WITH THE PROVISION FOR TWO ONE-YEAR EXTENSIONS BASED ON SATISFACTORY SERVICE;**
- 4) **ACCEPTING BIDS FROM WASTE MANAGEMENT OF IOWA FOR REFUSE DISPOSAL SERVICE; APPROVE A THREE-YEAR CONTRACT, APRIL 1, 2011 - MARCH 31, 2014, WITH AN INITIAL SERVICE TERM FROM APRIL 1, 2011 – MARCH 31, 2012, WITH THE PROVISION FOR TWO ONE-YEAR EXTENSIONS BASED ON SATISFACTORY SERVICE; AND APPROVE NOT AWARDING THE 20 CUBIC YARD ROLL-OFF CONTAINER BIDS AT THE JESTER PARK EQUESTRIAN CENTER.**

VOTE YEA: HADDEN, SMITH, LEVIS, VOSLER

#4 – Joint Meeting with Board of Supervisors on March 30

Parker has met with each Supervisor to discuss the joint meeting on March 30. He asked the Board to let him know if there is something specific they wish to have brought to this meeting.

Meeting will be held at 9:30 a.m., Wednesday, March 30, Room 120 at the Polk County Administration Building.

INFORMATION ONLY.

#5 – Chichaqua Bottoms Greenbelt, Shaw Property – Iowa Retrievers Club

Parker reviewed the funding status for the Shaw Property at Chichaqua Bottoms Greenbelt.

INFORMATION ONLY.

6 – Jester Park Equestrian Center, Program Presentation

Carrie Spain, Eq. Ctr. Manager, and Deanne Mundt, Stable Laborer II, gave a presentation to the Board on the programs at the Jester Park Equestrian Center.

INFORMATION ONLY.

PUBLIC COMMENTS

STAFF REPORTS

FINANCIAL REPORTS

DISCUSSIONS & REMARKS

- Parker distributed flyer on the upcoming IACCB Spring Conference and encouraged Board Members to attend.
- Chair Smith indicated he had attended a portion of the County Conservation Director's Retreat held at the Jester Lodge, February 24-25 and felt it was a very worthwhile event and a good way for all of the Director's to come together.
- Chair Smith also commented on the Volunteer Banquet and the good job being done with this program.

ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

Prepared by: Cindy Lentz

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in special session on Wednesday, March 30, 2011. The meeting was called to order at 9:35 a.m.

Roll Call

Board Present: Levis, Smith, Hadden, McEnany

#1 – Joint Meeting with the Polk County Board of Supervisors

PCCB Director Dennis Parker facilitated the meeting. Topics covered were: Welcome & Introductions; PCCB Mission & Vision Overview; Director's Assessment; Shared Evaluations; Expectations – "Looking Forward"; and Wrap Up & Future Actions.

Director Parker requested PCCB staff give a presentation to the Supervisors once a month; continue to share needs and goals; and requested another joint meeting in a year.

INFORMATION ONLY, NO ACTION NECESSARY.

Adjournment

Meeting was adjourned at 10:45 a.m.

Prepared by: Cindy Lentz

**Memorandum of Understanding
between
Jasper County Conservation Board
and the
Polk County Conservation Board**

THIS AGREEMENT by and between Jasper County Conservation Board located at 115 N 2nd Avenue E, Newton, IA 50208, hereinafter known as “Grantee” and the Polk County Conservation Board located at Jester Park, Granger, Iowa 50109, hereinafter known as the “PCCB”, is effective January 1, 2011 through December 31, 2011.

WHEREAS, it is the mutual desire of the Grantee and the PCCB to utilize the PCCB’s boom mower to mow and trim the Chichaqua Valley Trail and to trim other recreational areas as requested by the Grantee. Both parties believe that this project will be to their mutual benefit and to the benefit of the people of Iowa.

I. Grantee agrees to:

- A. Provide a contact person to coordinate the timing and requests for mowing per this Agreement.**

Contact Personnel involved include:

**Jerry Ratliff, Park Officer
Jasper County Conservation Board
8755 W 122nd Street N.
Mingo, IA 50168, Cell Phone: 641-521-6688**

- B. Acknowledges the support of the PCCB in the maintenance of their trails and/or recreational areas.**
- C. Agrees to provide a secure area for storage of the PCCB’s mower.**
- D. Agrees to pay the sum of \$60 an hour for time spent performing mowing and trimming of the said areas.**

II. The PCCB agrees to:

- A. Provide an operator to perform said mowing and trimming services.**
- B. Not to exceed the yearly funding as set aside by the Grantee for performing said duties.**
- C. Perform all maintenance costs associated with equipment failures that occur while performing mowing and trimming on Grantee’s property.**

III. It is mutually understood and agreed that:

To the extent permitted by the Iowa Constitution and the laws of the State of Iowa, both parties to this Agreement shall hold harmless and indemnify the other party from any and all claims, demands, losses, liabilities or legal expenses which might rise on account of injury to any person or damage to any property occurring in connection with their respective activities to perform the duties covered in this Agreement. The PCCB shall not assume any responsibility for the acts or omissions of the Grantee or its agents. The Grantee shall not assume responsibility for the acts or omissions of the PCCB or its agents.

- A. Payment and billing will occur in a timely manner.
- B. This Agreement will be in force until either party chooses to rescind or review the Agreement. To rescind or review this Agreement a written notice will be given 30 days in advance of rescission or review.

In Witness Whereof parties have signed their names below:

Polk County Conservation Board

Jasper County Conservation Board

By _____
Dennis Parker Date
Director

By _____
Keri Van Zante Date
Director

LAND AND WATER CONSERVATION FUND

PROJECT PROPOSAL

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

Part IV

County: Polk

WHEREAS, the Polk County Conservation Board is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of Polk County and the State Iowa.

Project Title: Jester Park Accessible Outdoors Project

Total Estimated Cost: \$ 123,000

Brief Description of Project: This project is a series of improvements designed to allow individuals with disabilities to access the Two Dam Pond area of Jester Park. These Improvements will facilitate environmental education, provide access to fishing, boating and trail experiences for mobility impaired individuals.

AND, Land and Water Conservation Fund financial assistance is required for the acquisition or development of said outdoor recreational facilities,

NOW THEREFORE, be it resolved by the Polk County Conservation Board that the project described above be authorized,

AND, be it further resolved that said Polk County Conservation Board make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of 50% of the actual cost of the project in behalf of said Polk County Conservation Board.

AND, be it further resolved that said Polk County Conservation Board certifies to the following:

- 1. That it will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Polk County Conservation Board for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Polk County Conservation Board at a legal meeting held on this _____ day of _____, 20__.

Handwritten signature of Michael H. Smith, Chairman

(signature) (title)

Note: The Polk County Conservation Board was phone polled on March 15, 2011 to approve the application and will formally adopt the resolution at their April 13th, 2011 meeting. dl

Overtime/Compensatory Time

Full-time employees, identified as exempt status through the FLSA, shall not receive overtime premiums (time and one-half), but shall be eligible to receive compensatory time at the rate of one hour for every hour worked, in excess of forty (40) hours in any work week with a maximum accumulation of 120 total work hours. Compensatory time for exempt employees will not be paid out upon termination.

Non-exempt full-time employees shall be allowed to accumulate compensatory time at one and one-half (1-1/2) their regulate rate of pay for each hour of overtime worked. Employees may accrue up to but no more than 120 hours of compensatory time. After 120 hours of compensatory time has accumulated, overtime and/or holiday compensation must be taken in pay. The employee will not lose compensatory time. Deductions of compensatory time will be by time taken or taken in pay. An employee may request and be granted his/her accrued compensatory time off, provided that the employer and employee mutually agree on a convenient time. Compensatory time will be paid out to non-exempt full-time employees upon termination.

~~All accumulated compensatory time in excess of forty (40) hours shall be liquidated and paid to non-exempt full-time employees in the final paycheck of the calendar year and the final paycheck of the fiscal year.~~

Part-time (32), part-time (24), and seasonal/intermittent employees eligible for overtime under the FLSA will receive overtime pay.

Nothing herein will be construed as a limitation on the employer's right to require overtime work.

Prior Approval Required

Any work performed outside the employee's regularly scheduled work shift must have prior approval of the Supervisor and/or Director (unless during an emergency situation) to qualify for overtime pay as outlined in this manual.

Computation of Overtime

For purposes of the computation of overtime, all paid time shall count as time worked.

Usage of Compensatory Time

Scheduling use of Compensatory Time shall be under the direction of the supervisor in cooperation with the employee.

Non-exempt employees must use all Compensatory Time in excess of 40 hours and are required to use Compensatory Time before using Vacation Leave until Compensatory Time balance is equal to or less than 40 hours.

Director approval is required, if an employee is unable to comply with this provision.

PROFESSIONAL SERVICES AGREEMENT

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____ by and between Polk County Conservation, hereinafter called "OWNER" and Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, Iowa 50023, a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The OWNER shall retain the ENGINEER to complete Professional Services for the preparation of preliminary concepts and design, final design of construction plans and specifications, contract documents, and construction services to include staking, observation and administration, for work hereinafter called the "PROJECT" (See Exhibit A, attached hereto and by this reference made a part hereof).

III. SCOPE OF WORK

A. GENERAL

The ENGINEER shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as named in Article II and as described hereinafter as follows:

1. The PROJECT is contained within the boundaries further described as:

The repair of the Chichaqua Valley Trail, from damage sustained due to flooding in August 2010.

2. The ENGINEER will complete topography survey, geotechnical investigation, design plans and specifications, construction documents, bid letting assistance, construction staking, administration and observation, and final project acceptance for the proposed PROJECT.

B. BASIC ENGINEERING SERVICES

The ENGINEER will provide the Basic Engineering Services as follows. Payment shall be made as specified in Article VI of this Agreement.

1. PROJECT ADMINISTRATION

The ENGINEER shall perform the following administrative services during the design of the PROJECT:

- a. Progress reports as requested to the OWNER.

- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the OWNER.
- d. Project design review.
- e. Miscellaneous meetings to review progress.

2. TOPOGRAPHY SURVEY

The ENGINEER will obtain field data to produce topographic information for the PROJECT. A centerline survey will be established to locate the damage areas, and area topography survey will be performed at each damage location to establish fill quantities needed and other repair limits.

3. DESIGN PHASE

- a. The ENGINEER shall prepare construction documents for the PROJECT. The plans shall include, but not be limited to, the following information:

Repair grading and paving plans will include details necessary for the construction of the repairs. This phase will also involve the development of typical cross-sections, general notes, plan and profile drawings, site situation plans, culvert repairs, construction limits, control reference notes, erosion control, construction staging, construction access, and coordination. The design shall be the responsibility of the ENGINEER. During this process, the ENGINEER shall prepare and apply for any necessary permits that might be required for the construction of the PROJECT. Construction access review will include structural review of existing bridges and pavement structure.

- b. Soils Investigation and Materials Testing - the ENGINEER shall utilize the services of Allender-Butzke Engineers for the soils investigation for the PROJECT.
- c. Probable Costs - The ENGINEER shall prepare a statement of the total probable cost for the PROJECT based upon the repair designs developed. Statements of probable construction costs prepared by the ENGINEER represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials or equipment, over the Contractor's

methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER does not guarantee that any actual cost will not vary from any cost estimate prepared by the ENGINEER.

C. CONSTRUCTION SERVICES

1. BIDDING PHASE

Upon receipt of OWNER authorization, the ENGINEER shall perform the following services:

- a. Construction Contract Documents - The PROJECT will be let by the OWNER and the ENGINEER shall supply the necessary documents for this process.
- b. Advertising - The ENGINEER shall answer questions from potential contractors, subcontractors and suppliers, and coordinate with OWNER staff during this phase of services.
- c. Bidding - The ENGINEER shall attend the meeting at which bids are received, tabulate the bids and make recommendations to the Conservation Board regarding the award of the construction contract to the lowest qualified bidder.

2. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contracts, the ENGINEER shall perform the following administrative services during construction of the PROJECT:

- a. Preconstruction Conference - The ENGINEER shall arrange and conduct a preconstruction conference with the Contractor and OWNER to review the contract requirements, details of construction, construction access, and work schedule prior to construction.
- b. Site Observation - The ENGINEER shall visit the construction site, at such times and with such frequency deemed necessary by the ENGINEER, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevent Plan (SWPPP) which is the sole responsibility of OWNER (See Article III. E. 2., herein).

- c. Contractor Payment Requests - The ENGINEER shall review the requests of the contractor for progress payments and shall approve a request, based upon site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- d. Notification of Nonconformance - The ENGINEER shall notify the OWNER of any observed work which does not conform to the construction contract, make recommendations to the OWNER for the correction of nonconforming work and, at the request of the OWNER, see that these recommendations are implemented by the contractor.
- e. Shop Drawings - The ENGINEER shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- f. Change Orders - The ENGINEER shall prepare change orders for approval of the OWNER.
- g. Substantial Completion and Final Site Observation - The ENGINEER shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
- h. During the Construction Services Phase, the ENGINEER shall confer with the OWNER'S Project Officer to report PROJECT status.
- i. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the ENGINEER will be compensated for administration, inspecting and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Attachment A).
- j. Final Acceptance - It is understood that the OWNER will accept any portion of the PROJECT only after recommendation by the ENGINEER. Final acceptance of the PROJECT by the OWNER shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.

3. CONSTRUCTION STAKING

The ENGINEER shall be responsible for providing construction stakes for the PROJECT. The construction documents will contain a provision that the ENGINEER will provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense.

4. CONSTRUCTION OBSERVATION

The ENGINEER will provide one or more Resident Engineer or Resident Construction Observer for the PROJECT as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the ENGINEER will make a recommendation on the request to the OWNER for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The OWNER shall never be deemed to have authorized the ENGINEER to consent to the use of defective workmanship or materials. The Resident Engineer or Construction Observer will give guidance to the PROJECT during the construction periods, including the following:

- a. Checking of lines and grades required during construction.
- b. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevent Plan (SWPPP), if any is required for the site, which is the sole responsibility of OWNER (See Article III. E. 2., herein).
- c. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- d. Resident Services provide the Owner with representation at the job site during the Construction Phases of the PROJECT which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

5. CONSTRUCTION TESTING

- a. The Resident Engineer or Construction Observer will coordinate the acceptance testing and monitoring according to OWNER requirements.
- b. Assurance sampling, testing and source inspection required is not expected to be provided by the ENGINEER.

6. RECORD DRAWINGS

Record Documents - The ENGINEER shall furnish reproducible record documents for PROJECT according to OWNER requirements. Such as-buils may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without OWNER/ENGINEER approval.

D. ADDITIONAL SERVICES

1. Changes in Scope of Services

The OWNER may request Additional Services from the ENGINEER not included in the Scope of Services as outlined. Additional Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Engineering Services and corresponding costs. Additional Services shall be performed as requested in writing by the OWNER on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. ENGINEER'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial storm water pollution prevent plan, then and in that event and notwithstanding any provision to the contrary, ENGINEER shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan for the site.

2. OWNER'S Responsibility

OWNER shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. Upon OWNER'S request, ENGINEER will include the initial Storm Water Pollution Prevent Plan as a part of the Construction Documents and will require the Construction Contractor in the Construction Contract to assume all of OWNER'S responsibilities set forth in this paragraph.

3. Indemnification

ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold client harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by ENGINEER'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial storm water pollution prevent plan. OWNER shall protect, defend, indemnify and hold ENGINEER harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the ENGINEER'S own negligent acts. OWNER shall release, waive and otherwise discharge any and all Claims that OWNER may assert against ENGINEER relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of ENGINEER'S work on the site.

IV. RESPONSIBILITY OF THE OWNER

At its own expense, the OWNER shall have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

The OWNER shall name a Project Officer to act as the OWNER's representative with respect to the work performed under this Agreement. All correspondence with OWNER relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the ENGINEER's work, the OWNER will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The OWNER shall furnish the following information for the PROJECT: Design and construction standards; PROJECT area topography and existing features and utilities; construction documents of projects within close proximity; known property locations and conditions; zoning or deed restrictions; approved Assessment method and formula; and permission for access to private property if necessary to perform work.

V. WORK SCHEDULE

The PROJECT, from design through construction completion, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the OWNER and ENGINEER. Generally, the schedule for the PROJECT is described as follows:

A. Upon receipt of the executed agreement, the ENGINEER will begin data collection for the project, including survey and geotechnical information.

Notice to Proceed	April 13, 2011
Survey/Data Collection	April 14, 2011 – April 22, 2011
Access Analysis	April 14, 2011 – April 22, 2011
Design and Plan Production	April 25, 2011 – May 18, 2011
Cost Opinion	May 9, 2011 – May 13, 2011
Advertising for Bids	May 19, 2011 – June 2, 2011
Bid Opening	June 3, 2011
Construction Services	June 8, 2011 – September 23, 2011

B. The ENGINEER shall not be responsible for delays in the schedule which are beyond the ENGINEER's control.

VI. COMPENSATION AND TERMS OF PAYMENT

The OWNER shall pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. BASIC SERVICES

As set forth in Article III (B) the estimated engineering fee for Basic Services shall be on the basis of hourly rates and fixed expenses as outlined in the

Engineer's Standard Fee Schedule. The detailed fee estimate and the current fee schedule are attached. The charges from the Fee Schedule will be based on the fiscal year the charges occur. Total fees for services shall not exceed the following amounts without approval of the OWNER.

<u>Item</u>	Estimated Fee <u>Amount</u>
1. Project Administration	\$10,694
2. Topographic Survey	\$ 9,368
3. Geotechnical Investigation	\$ 7,250
4. Design Phase	\$29,122
	<hr/> \$56,434

B. CONSTRUCTION SERVICES

As set forth in Article III (C) the estimated engineering fee for Construction Services shall be on the basis of hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The detailed fee estimate and the current fee schedule are attached. The charges from the Fee Schedule will be based on the fiscal year the charges occur. Total fees for services shall not exceed the following amounts without approval of the OWNER.

	Estimated Fee <u>Amount</u>
1. Bidding Phase	\$ 1,844
2. Construction Administration	\$ 6,388
3. Construction Staking	\$ 6,980
4. Construction Observation	\$20,124
5. Record Drawings	\$ 1,160
	<hr/> \$36,496

C. ADDITIONAL SERVICES

As set forth in Article III (D), Additional Services shall be performed as requested in writing by the OWNER and shall be performed on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance.

Anytime the ENGINEER anticipates that actual engineering costs will exceed estimated engineering costs, he shall immediately notify the OWNER, in writing, of such proposed increase and the reasons therefor. The OWNER shall thereupon review such proposed increase and either accept or reject same.

VII. METHOD OF PAYMENT

- A. The ENGINEER shall submit billings for Basic, Construction and Additional Services to the OWNER on a thirty (30) day basis under separate cover and shall be paid by the OWNER within fourteen (14) days after approval by the Conservation Board.
- B. Billings shall include sufficient documentation to explain the charges.

VIII. TERMINATION OF AGREEMENT

The ENGINEER or OWNER may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

IX. CONFLICT OF INTEREST

No elected official or employee of the OWNER who exercises any responsibilities in review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the OWNER.

XI. TITLE TRANSFER

All drawings, specifications and other work products of the PROJECT are instruments of services for this PROJECT only and shall remain the property of the ENGINEER. The ENGINEER may deliver to the OWNER, at the OWNER's request, paper or electronic media copies of documents prepared in accordance with this Agreement. The OWNER may make hard copies or electronic copies of these documents for purposes supporting the intended use of the project. Any reuse or modification of the documents supplied by ENGINEER for purposes of the PROJECT, including electronic media will be at the recipient's risk and responsibility. Electronic media will be provided as is without warranty, and it shall be the OWNER'S responsibility to reconcile this electronic data with the paper plans, and that the paper plans shall be regarded as legal documents for this PROJECT.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement shall be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

XIII. INSURANCE

The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

- 1. Professional Liability - \$ 2,000,000 each claim; 2,000,000 aggregate
- 2. Vehicle Coverage -
Bodily Injury \$ 1,000,000 combined single limit (each accident)
- 3. Workmen's Compensation - \$ 100,000 each accident
- 4. General Liability - \$ 1,000,000 each occurrence and 2,000,000 aggregate

XIV. ARBITRATION

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

XV. ENGINEER'S RESPONSIBILITY

The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by OWNER. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the OWNER of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The OWNER's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

XVI. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration shall be invalid unless made in writing, signed by both parties and incorporated as an

amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER shall place his certification on the Contract Documents, all in conformity with Chapter 114, Code of Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

ATTEST:

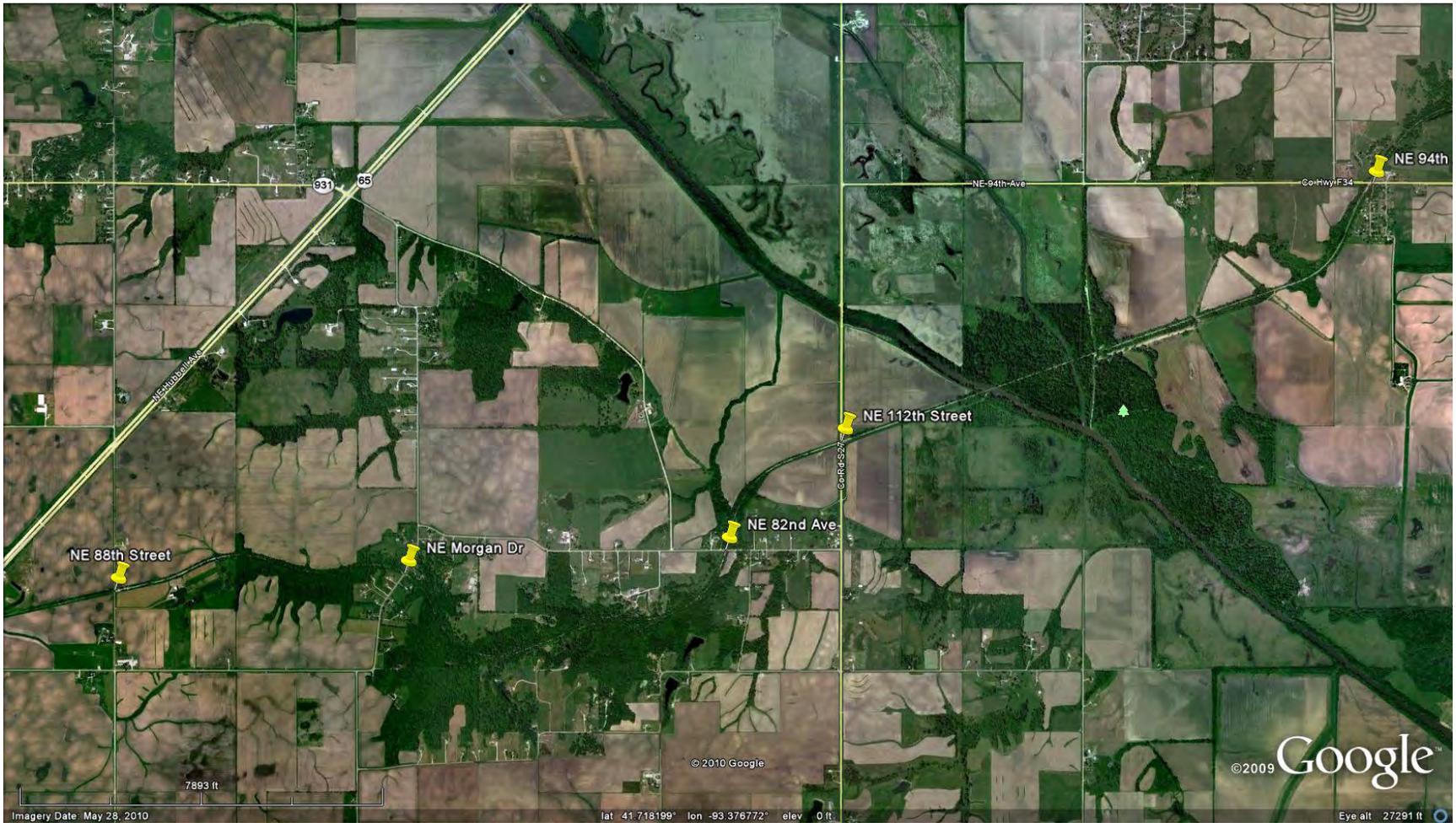
OWNER

By_____

ATTEST:

ENGINEER
SNYDER & ASSOCIATES, INC.

By_____



Project Location Map

Chichaqua Valley Trail Repairs

STAFF HOUR ESTIMATE
 Estimate of Hours
 Chichaqua Valley Trail Repair
 Polk County and Jasper County Iowa

PROJECT NAME: Repair of the Chichaqua Valley Trail

	SNYDER & ASSOCIATES, INC.					Direct Labor Total
	Principal	Engineer V	Lead Technician	Technician V	Clerical	
Project Administration						
Scheduling, Budget & Billing	8	16			8	32
Meetings	8	8			2	18
Access Coordination	8	16		6	4	34
NPDES Permit		12				12
TOTAL HOURS	24	52	0	6	14	96
x Rate	\$157.00	\$112.00	\$100.00	\$67.00	\$50.00	
TOTAL	\$3,768.00	\$5,824.00	\$0.00	\$402.00	\$700.00	\$10,694.00
Design / Plans						
Culvert Repairs	4	24				28
Embankment Design	2	24				26
Pavement Design		12				12
Drainage Design	4	16		12		32
Title Sheet		2		8		10
Details / Typical	2	16	4	32		54
Plan / Profile Sheets		8	4	32		44
Cross Sections and Earthwork	2	12	16	24		54
Quantities and Cost Opinion	2	12	2	12		28
Specifications	2	12			4	18
TOTAL HOURS	18	138	26	120	4	306
x Rate	\$157.00	\$112.00	\$100.00	\$67.00	\$50.00	
TOTAL	\$2,826.00	\$15,456.00	\$2,600.00	\$8,040.00	\$200.00	\$29,122.00
Topographic Survey						
Topographic Survey and Basemap			24	104		128
TOTAL HOURS	0	0	24	104	0	128
x Rate	\$157.00	\$112.00	\$100.00	\$67.00	\$50.00	
TOTAL	\$0.00	\$0.00	\$2,400.00	\$6,968.00	\$0.00	\$9,368.00
Construction Services						
Bidding Assistance		12			8	20
Construction Administration		40		24		64
Construction Staking			40	40		80
Construction Observation		12	24	240		276
Record Drawings		2	4	8		14
TOTAL HOURS	0	66	68	312	8	454
x Rate	\$157.00	\$112.00	\$100.00	\$67.00	\$50.00	
TOTAL	\$0.00	\$7,392.00	\$6,800.00	\$20,904.00	\$400.00	\$35,496.00
TOTAL HOURS	42	256	118	542	26	984

II. Total Direct Labor \$84,680.00

III. Direct Expenses
 Allender-Butzke Engineers \$7,250.00
 Prints \$100.00
 Mileage \$900.00
 Total Expenses \$8,250.00

IV. Total Estimated Fee \$92,930.00

**SNYDER & ASSOCIATES
2011-12
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Structural Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$157.00-167.00	/hour
Senior	\$138.00	/hour
VIII	\$131.00	/hour
VII	\$124.00	/hour
VI	\$120.00	/hour
V	\$112.00	/hour
IV	\$100.00	/hour
III	\$92.00	/hour
II	\$84.00	/hour
I	\$70.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$100.00	/hour
Senior	\$96.00	/hour
VIII	\$90.00	/hour
VII	\$81.00	/hour
VI	\$73.00	/hour
V	\$67.00	/hour
IV	\$60.00	/hour
III	\$51.00	/hour
II	\$43.00	/hour
I	\$38.00	/hour
Administrative		
<i>Clerical</i>		
Administrative II	\$50.00	/hour
Administrative I	\$42.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
1-person robotic equipment (<i>in addition to technical rate</i>)	\$25.00	/hour
Outside Services	<i>As Invoiced</i>	

Memorandum of Understanding

This Memorandum of Understanding (MOU) governs the relationship of jurisdictions regarding the High Trestle Trail until such time as a recognized "Trail Authority" is developed. The following jurisdictions agree to participate in the MOU: Ankeny, Sheldahl, Slater, Madrid, Woodward, Polk County Conservation Board, Dallas County Conservation Board, Boone County Conservation Board and Story County Conservation Board.

Mutual Agreements of Jurisdictions

- Participate in pursuing development of a "High Trestle Trail" Regional Trail Authority
- Participate in the development of a trail operations plan and associated operations and maintenance budget
- Incorporate trail maintenance best practices, with assistance from a Maintenance Manual
- Contribute resources (staff and/or financial and/or equipment) to assist with projects or repairs along the trail corridor and to use these resources outside of jurisdictional boundaries
- Collaborate in marketing and promotion efforts of the trail
- Participate in the development of standardized trail rules and etiquette
- Will assist in facilitating the adherence of trail rules and regulations through law enforcement and emergency services personnel
- Cooperate to develop signage along the trail route

This Memorandum of Understanding shall become effective upon approval of all jurisdictions and will be accompanied by a "Resolution" approved by each respective governing body.

RESOLUTION OF THE POLK COUNTY CONSERVATION BOARD
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN POLK COUNTY CONSERVATION BOARD
AND THE HIGH TRESTLE TRAIL STEERING COMMITTEE

Moved by _____ that the following resolution be adopted
at the April 13, 2011 regular meeting of the Polk County Conservation Board:

WHEREAS, Polk County Conservation Board is a member of the High Trestle Trail Steering Committee, and is represented on advisory committee; and

WHEREAS, Polk County Conservation Board recognizes the need to the planning, maintenance, and sustainability of the High Trestle Trail; and

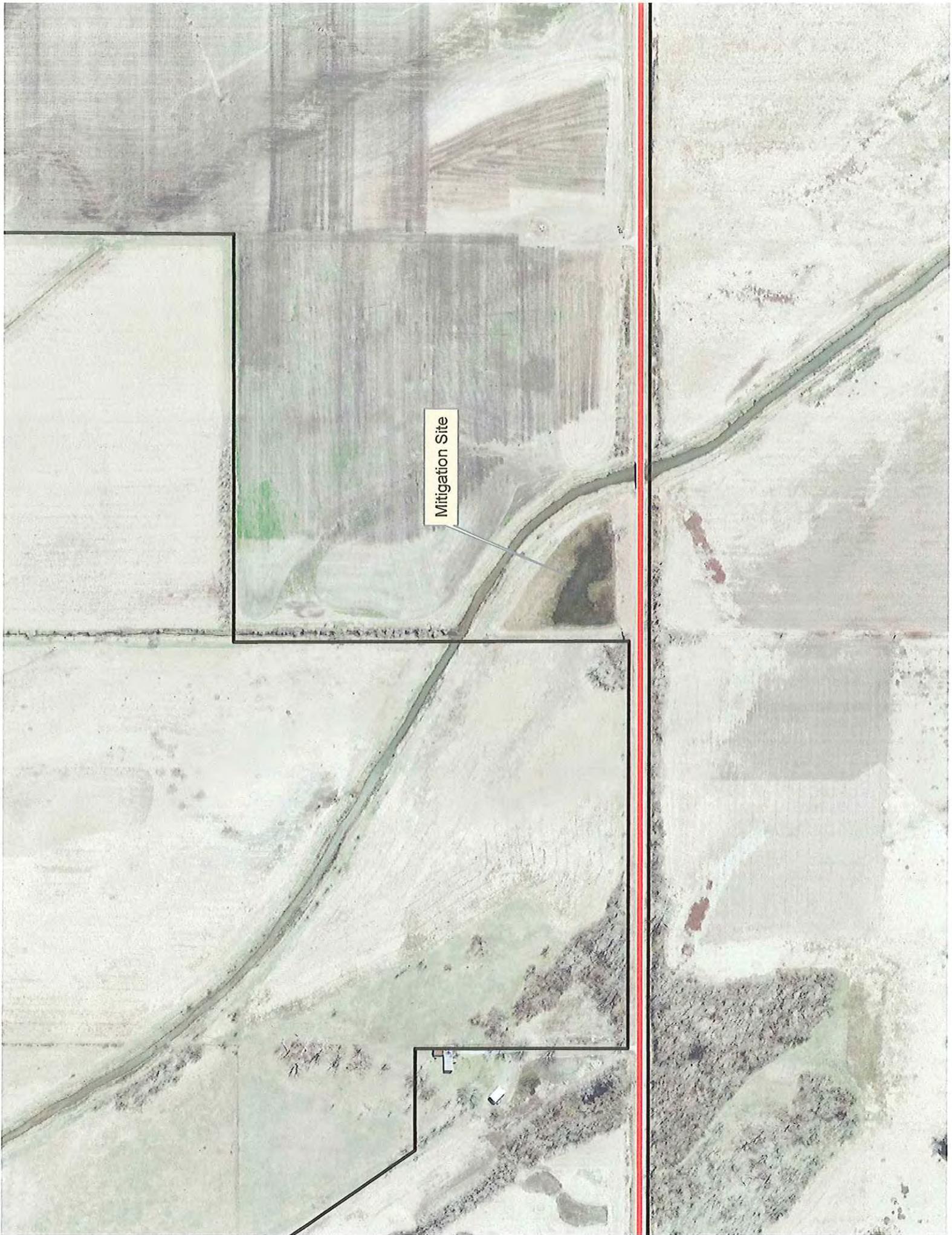
WHEREAS, the Polk County Conservation Board is supportive of the development of a maintenance standard and documents detailing the cooperation and assistance between partners on the High Trestle Trail Steering Committee; and

WHEREAS, the Polk County Conservation Board understands that the Memorandum of Understanding is a precursor to the development of a new 28E Agreement to govern maintenance procedures and which will replace the Memorandum of Understanding;

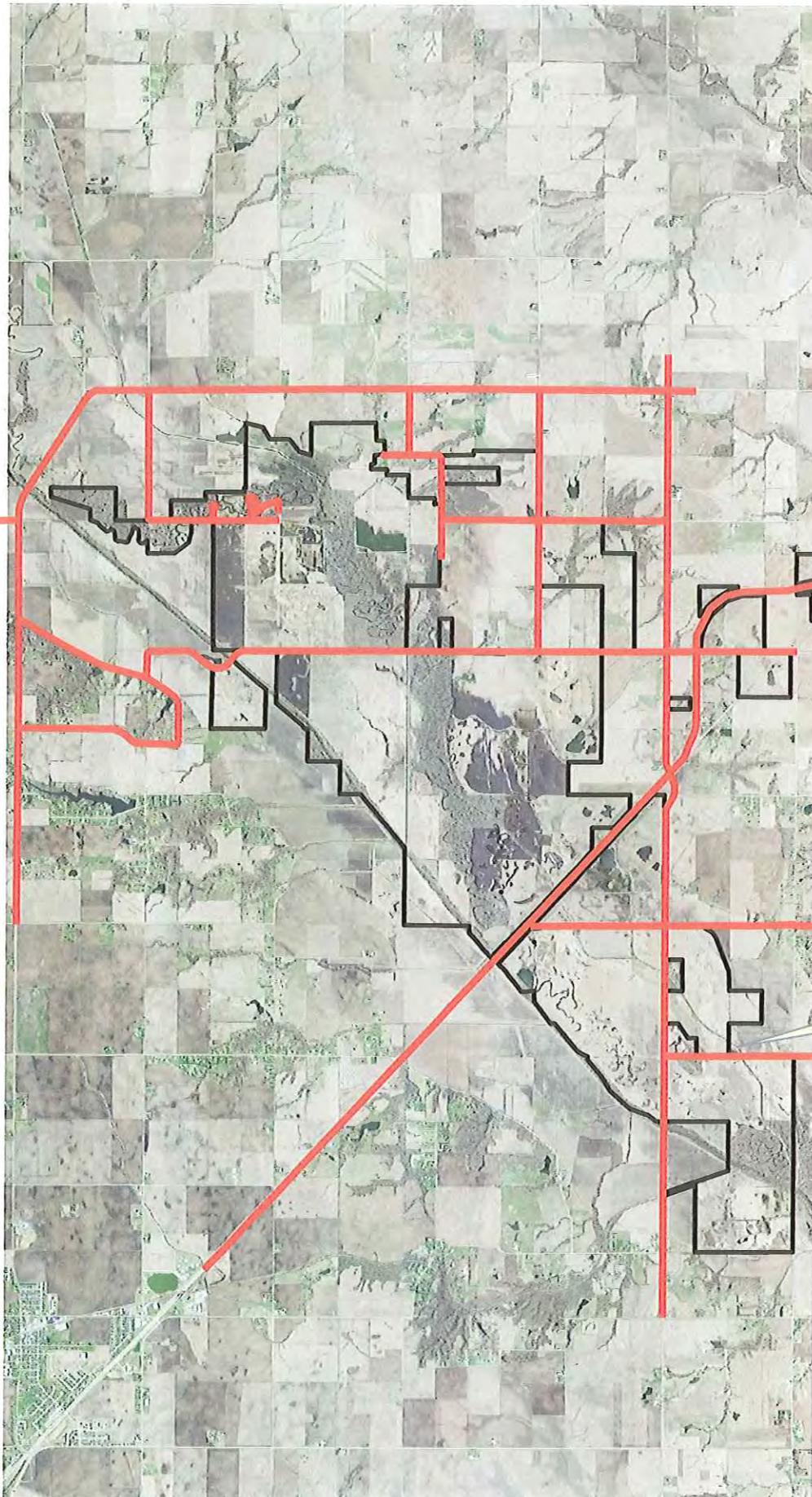
NOW, THEREFORE, BE IT RESOLVED that the Polk County Conservation Board does hereby approve the attached "Memorandum of Understanding" between the Polk County Conservation Board and the High Trestle trail Steering Committee,

POLK COUNTY CONSERVATION BOARD

Mike Smith, PCCB Chair



Mitigation Site



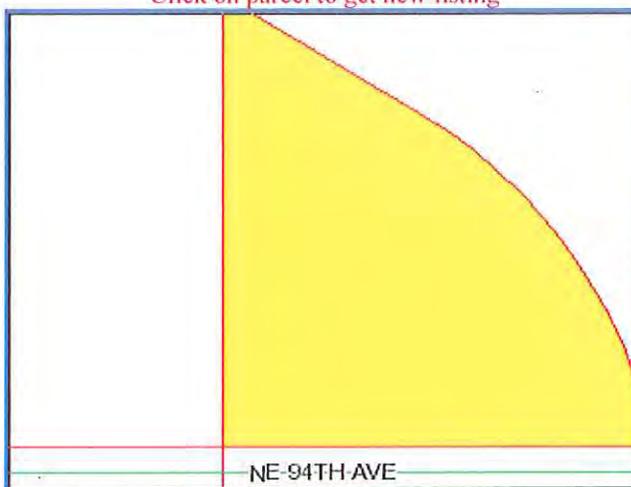
Altoona Crossing Land



[[Home](#)] [[General Query](#)] [[Legal Query](#)] [[HomeOwner Query](#)] [[Book/Page Query](#)] [[Commercial Query](#)] [[Res Sales Query](#)] [[Comm Sales Query](#)] [[Help](#)]

District/Parcel	GeoParcel	Map	Nbhd	Jurisdiction	Status
230/00183-002-000	8022-13-400-003	0926	FR01/Z	FRANKLIN TWNSHP	ACTIVE
School District	Tax Increment Finance District	Bond/Fire/Sewer/Cemetery			
4/Bondurant Farrar		Fire=Franklin Fire District			

Click on parcel to get new listing



[Get Bigger Map](#)

Mailing Address
ALTOONA CROSSING LLC THE DESCO GROUP 25 N BRENTWOOD BLVD SAINT LOUIS, MO 63105-3709

Legal Description
SW1/4 SE1/4 LYG WLY OF CL OF DITCH LESS RD SUBJ 1.731A DITCH EAS SEC 13-80-22

Ownership	Name	Recorded	Book/Page	RevStamps
Title Holder #1	ALTOONA CROSSING LLC	2003-12-01	10287/436	47.20

Assessment	Class	Kind	Land	Bldg	AgBd	Total
Current	Agricultural	Full	3,410	0	0	3,410

[Market Adjusted Cost Report](#) [Estimate Taxes](#) [Polk County Treasurer Tax Information](#) [Pay Taxes](#)

Zoning	Description	SF	Assessor Zoning
AG	Agricultural District	204252	Agricultural
Source: Polk County Published: 2007-10-01 Contact: Department of Planning & Development 515 286 3358			

Land					
SQUARE FEET	204,252	ACRES	4.689	SHAPE	IR/Irregular
TOPOGRAPHY	N/Normal				

CSR					
ACRES	4.6890	AVERAGE CSR	69.4604	CSR POINTS	325.70
SPOT POINTS	0.00	USE CSR PTS	224.33	VALUE	3,414

CSR Use Summary										
<u>Use</u>	Acres	Avg CSR	CSR Pts	Use Adj	<u>Spot Adj Pts</u>	Use Adj CSR Pts	Rate	Value	Value Per Acre	Credit
Cultivated	0.9557	82.3062	78.66	100	0.00	78.66	15.22	\$1,197.21	1252.70	
Fallow Land	0.4634	79.9957	37.07	50	0.00	18.54	15.22	\$282.18	608.93	
Flood Influenced Cultivated	2.8881	62.1274	179.43	70	0.00	125.60	15.22	\$1,911.63	661.90	
Waste not improved	0.3818	79.9895	30.54	5	0.00	1.53	15.22	\$23.29	61.00	
Total	4.6890	69.4604	325.70		0.00	224.33	15.22	\$3,414	728.09	

CSR Soils/Use Detail										
<u>Use</u>	<u>SMS</u>	Soilname	CSR	Acres	CSR Pts	Use Adj	<u>Spot Adj Pts</u>	Use Adj CSR Pts	Credit	
Cultivated	485	SPILLVILLE	92	0.1837	16.90	100	0.00	16.90		
Cultivated	135	COLAND	80	0.7720	61.76	100	0.00	61.76		
Fallow Land	135	COLAND	80	0.4634	37.07	50	0.00	18.54		
Flood Influenced Cultivated	485	SPILLVILLE	92	0.4177	38.43	70	0.00	26.90		

Flood Influenced Cultivated	135	COLAND	80	0.7542	60.34	70	0.00	42.24	
Flood Influenced Cultivated	41	SPARTA	47	1.7162	80.66	70	0.00	56.46	
Waste not improved	135	COLAND	80	0.3818	30.54	5	0.00	1.53	
Total				4.6890	325.70		0.00	224.33	

<u>Seller</u>	Buyer	Sale Date	Sale Price	Instrument	Book/Page
BAILEY, DANIEL R & CAROL J	ALTOONA CROSSING, LLC C/O DESCO GROUP	2003-11-13	30,000	D/Deed	10287/436

Year	Type	Status	Application	<u>Permit/Pickup Description</u>
1998	U/Pickup	CP/Complete	1998-03-19	CL/MISC

Year	<u>Type</u>	Class	Kind	Land	Bldg	AgBd	Total
2009	Assessment Roll	Agricultural	Full	3,410	0	0	3,410
2007	Assessment Roll	Agricultural	Full	2,600	0	0	2,600
2005	Assessment Roll	Agricultural	Full	2,010	0	0	2,010
2003	Assessment Roll	Agricultural	Full	2,130	0	0	2,130
2001	Assessment Roll	Agricultural	Full	2,770	0	0	2,770
1999	Assessment Roll	Agricultural	Full	2,920	0	0	2,920
1998	Assessment Roll	Agricultural	Full	2,540	0	0	2,540
1998	Was Prior Year	Agricultural	Full	3,330	0	0	3,330

[email this page](#)

Room 195, 111 Court Avenue, Des Moines, IA 50309
Phone 515 286-3140 / Fax 515 286-3386
polkweb@assess.co.polk.ia.us

ASSIGNMENT OF GOLF COURSE MANAGEMENT AGREEMENT

ASSIGNOR: H.G. Golf Properties, LLC, an Indiana limited liability company

ASSIGNEE: Green Golf Management, LLC, an Indiana limited liability company

OWNER: Polk County Conservation Board d/b/a Jester Park Golf Course

AGREEMENT: Management Agreement, entered into between Owner and Assignor, dated October 24, 2007, a copy of which is attached hereto as Exhibit A

EFFECTIVE DATE: _____, 20_____

ASSIGNMENT BY ASSIGNOR

In accordance with Section 15 of the Agreement, subject to Owner=s consent, Assignor does hereby assign and delegate to Assignee all of Assignor's rights and obligations under the Agreement, effective on the Effective Date stated above.

ASSIGNOR:

H.G. GOLF PROPERTIES, LLC, an Indiana limited liability company

By: _____

Printed: _____

Title: _____

ACCEPTANCE BY ASSIGNEE

Effective on the Effective Date stated above, Assignee does hereby accept the assignment and delegation of all of Assignor's rights and obligations under the Agreement, and undertakes, assumes and becomes responsible therefor.

ASSIGNOR:

GREEN GOLF MANAGEMENT, LLC, an Indiana limited liability company

By: _____

Printed: _____

Title: _____

CONSENT OF OWNER

In accordance with Section 15 of the Agreement, Owner does hereby consent to the above assignment of the Agreement to Assignee and unconditionally releases Assignor from all of its obligations under the Agreement, effective on the Effective Date stated above.

OWNER:

POLK COUNTY CONSERVATION BOARD d/b/a Jester Park Golf Course

By: _____

Printed: _____

Title: _____

Exhibit A
Management Agreement

To be attached.

2010- 2011 Revenue Budget

- as of 03/31/11 (75% of budget year expired)

UNIT #	UNIT	Revenue Appropriations	Total Revenues Received	Total Revenues to be Rec'd	% Budget Rec'd
General - Fund 1					
6006	Environmental Ed	\$ 44,000	\$ 66,583	\$ (22,583)	151.3%
6009	Natural Resources	\$ 269,810	\$ 72,520	\$ 197,290	26.9% *
6101	Administration	\$ 72,300	\$ 207,676	\$ (135,376)	287.2% **
6103	Community Outreach	\$ -	\$ 3,259	\$ (3,259)	#DIV/0! ***
6110	Parks Advocacy Unit	\$ 399,690	\$ 233,257	\$ 166,433	58.4%
6119	Construction/Maint.	\$ 400	\$ 23,153	\$ (22,753)	5788.3% ****
6124	Equestrian Center	\$ 304,500	\$ 231,488	\$ 73,012	76.0%
Sub-Total - General Fund 1		\$ 1,090,700	\$ 837,936	\$ 252,764	76.8%
Reserve - Fund 16					
0210		\$ 1,450,500	\$ 1,712,949	\$ (262,449)	118.1%
REAP - Fund 26					
0211		\$ 126,650	\$ 140,461	\$ (13,811)	110.9% *****
Infrastructure- Fund 1					
0213		\$ 3,000	\$ 9,156	\$ (6,156)	305.2% *****
Grand Total - Conservation		\$ 2,670,850	\$ 2,700,502	\$ (29,652)	101.1%

* Natural Resources revenues will come in line when the WIRB grant revenues for the Thomas Mitchell pond are received next spring.

** Administration revenues high due to the fact that we received the insurance payment for Chichaqua in the amount of \$107,866

***HTT Scenic Overlook Advertising Grant Revenues will be adjusted in clean-up amendment.

****Payments received from Polk County BOS & Four-Mile Little League to offset costs for upgrades at Yellow Banks (\$18,000)
Will adjust in clean-up amendment.

*****Grant revenues will be adjusted in clean-up amendment.

*****We received \$9,156 for sale of equipment, will adjust in clean-up amendment.

2010 - 2011 Expense Budget

- as of 03/31/11 (75% of budget year expired)

UNIT #	UNIT	Supplies/Serv ices Appropriated Amount	Supplies & Services Expended	Supplies & Services Balance	Personal Services Appropriated Amount	Personal Services Expended	Personal Services Balance	Total Balance Remaining	%
General - Fund 1									
6006	Environmental Ed.	\$ 59,470	\$ 55,915	\$ 3,555	\$ 395,559	\$ 292,342	\$ 103,217	\$ 106,773	76.5%
6009	Natural Resources	\$ 384,545	\$ 207,860	\$ 176,685	\$ 822,264	\$ 572,854	\$ 249,410	\$ 426,095	64.7%
6101	Administration	\$ 85,538	\$ 581,213	\$ (495,675)	\$ 451,198	\$ 330,255	\$ 120,943	\$ (374,732)	169.8% *
6103	Community Outreach	\$ 58,468	\$ 34,393	\$ 24,075	\$ 167,389	\$ 122,376	\$ 45,013	\$ 69,088	69.4%
6110	Parks Advocacy Unit	\$ 67,828	\$ 57,824	\$ 10,004	\$ 553,828	\$ 397,268	\$ 156,560	\$ 166,564	73.2%
6119	Construction/Maint.	\$ 307,660	\$ 143,468	\$ 164,192	\$ 876,974	\$ 617,148	\$ 259,826	\$ 424,018	64.2%
6124	Equestrian Center	\$ 146,180	\$ 120,885	\$ 25,295	\$ 341,943	\$ 234,924	\$ 107,019	\$ 132,313	72.9%
Sub-Total - General Fund 1		\$ 1,109,689	\$ 1,201,558	\$ (91,869)	\$ 3,609,155	\$ 2,567,168	\$ 1,041,987	\$ 950,118	79.9%
Reserve - Fund 16									
0210		\$ 2,041,163	\$ 2,798,598	\$ (757,435)				\$ (757,435)	137.1% **
REAP - Fund 26									
0211		\$ 255,448	\$ 106,063	\$ 149,385				\$ 149,385	41.5%
Capitals - Fund 1									
0212	Capital's Infrastructure	\$ 27,500	\$ 7,500	\$ 20,000				\$ 20,000	27.3%
0213	Capital's Equipment	\$ 102,000	\$ 110,190	\$ (8,190)				\$ (8,190)	108.0% ***
Sub-Total - Capitals Fund 1		\$ 129,500	\$ 117,690	\$ 11,810				\$ 11,810	90.9%
Risk Management - Fund 3									
6100	Insurance, Med., Work. Comp.	\$ 199,300	\$ 185,618	\$ 13,682				\$ 13,682	93.1%
Grand Total - Conservation		\$ 3,735,100	\$ 4,409,526	\$ (674,426)	\$ 3,609,155	\$ 2,567,168	\$ 1,041,987	\$ 367,561	95.0% ****

- * Administration expenses are up due to FEMA being run through their account.
- ** Reserve expenses up due to trails activity, will adjust appropriation next spring.
- *** Capital's Equipment is high since all vehicles budgeted were purchased in July 2010.
- **** A slight adjustment was made by downtown in our appropriations for \$2,072 for Data Lines in fund 1