BOARD MEETING

October 8, 2014 - 6:30 p.m.

Polk County Administration Bldg.
111 Court Avenue, Room 120
Des Moines, IA 50309

AGENDA

1) Opening Items
- **a)** Roll Call
- **b)** Action on the Minutes of the Previous Meeting(s)

2) Jester Park Equestrian Center - Final Report

3) Public Comments

4) 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 September 2014 bill list.
- **b) 2014 Fall County Auction:** approve the list of surplus items being sold at the Polk County Fall Auction on October 18, 2014.
- **c) Vision IA CAT Grant Agreement- Jester Park Conservation Center:** authorize the Chair sign the CAT Agreement 15-CAT-001-Jester Park Conservation Center and pass a resolution authorizing execution and delivery by PCCB of this Agreement and such other documents as the Vision IowaBoard or the Vision Iowa Board's legal counsel may reasonably request. Authorized officers to execute the agreement will be the PCC Director, Deputy Director, and/or Accountant.
- **d) Donated Leave Policies:** approve adopting the County's revised Donated Leave Policy and Donated Leave for Purpose of Organ Transplant Policy with the modification that donated leave requests must be submitted first to the PCC Director before submitting to the Human Resources Director.

5) Public Hearing: Great Western Trail - Sewer Easement
6) Jester Park Conservation Center Update
7) Interim Director
8) Personnel Item, Possible Closed Session
9) Employees, Recent Hires

FINANCIAL REPORTS
DISCUSSION & REMARKS
ADJOURNMENT

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

The Polk County Conservation Board met in regular session on September 10, 2014. Minutes for the meeting are attached.

2) Jester Park Equestrian Center - Final Report

Dr. Liz Weinstein of Elizabeth Weinstein and Consultants was hired by PCCB to look into situation at the Jester Park Equestrian Center. Dr. Weinstein presented her executive summary to the Board at the PCCB's July 2014 meeting. Since that meeting Dr. Weinstein has held meetings with equestrian center employees and stakeholders. Dr. Weinstein will be present at the meeting to give her final report.

Lela Mullen, Equestrian Center Manager, will also be giving a presentation on the status of operations at the equestrian center.

Board action, if any, shall be determined by the Board at the meeting.

3) Public Comments

4) Consent Agenda Items

a) Action on the Bill List

September 2014 expenditures have been e-mailed to the Board for review.

STAFF RECOMMENDATION: That the Board approve the PCCB September bill list.

b) 2014 Fall County Auction

Each October for the past several years, Polk County has held an annual equipment surplus sale and PCC has participated. This year's fall auction will be held on Saturday, October 18. The auction will be held at the Greenfield Auction Site, 3920 Dixon, Des Moines, Iowa.

Attached is a list of obsolete/non-usable items to be disposed of at this year's fall auction contingent upon Board approval.

STAFF RECOMMENDATION: That the Board approve the list of surplus items being sold at the Polk County Fall Auction on October 18, 2014.

c) Vision IA CAT Grant Agreement- Jester Park Conservation Center

PCCB was awarded $970,000 through the Vision Iowa Community Attraction and Tourism program on July 9, 2014. PCC was required to raise an additional $200,000 of "new" money within 90 days of the award. PCC did raise the $200,000 and provided verification to the Grants Manager.

CAT Grant Agreement 15-CAT-001 was sent to PCC on September 2, 2014. For this award to take effect, the PCCB must sign and return the Agreement within 45 days of the transmittal of the Agreement.

In addition to signing the agreement, PCCB must also pass a resolution authorizing the execution and delivery of this Agreement and such other documents as the Vision Iowa Board or the Vision Iowa Board's legal counsel may reasonably request, and specify the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind PCCB. Copy of Resolution attached.

STAFF RECOMMENDATION: That the Board authorize the Chair sign the CAT Agreement 15-CAT-001-Jester Park Conservation Center and pass a resolution authorizing execution and delivery by PCCB of this Agreement and such other documents as the Vision Iowa Board or the Vision Iowa Board's legal counsel may reasonably request. Authorized officers to execute the agreement will be the PCC Director, Deputy Director, and/or Accountant.

d) Donated Leave Policies

When Polk County implemented a Donated Leave Policy Polk County Conservation Board was not included as a part of that policy; therefore, PCCB adopted the Donated Leave Policy for PCCB employees. The same applied when the Donated Leave for Purpose of Organ Transplant Policy was implemented by the County.

In fiscal year 2013/14 Polk County Human Resources began including PCCB employees in the distribution of Donated Leave requests. Human Resources was contacted about how PCCB employees have been considered separate in the past. The result of conversations was that PCCB employees did not need to be considered separate from other County employees in the case of donated leave.

The County updated their policies related to donated leave to include PCCB employees. The County's updated policies on Donated Leave and Donated Leave for Purpose of Organ Transplant are being brought to the Board for adoption. The only modification is language was added to the policies indicating the request for donated leave shall be submitted to the PCC Director first for approval before sending onto the Human Resources Director. This modification is highlighted on the attached policies.

STAFF RECOMMENDATION: That the Board approve adopting the County's revised Donated Leave Policy and Donated Leave for Purpose of Organ Transplant Policy with the modification that donated leave requests must be submitted first to the PCC Director before submitting to the Human Resources Director.

5) Public Hearing: Great Western Trail - Sewer Easement

A public hearing will take place on recommending to the Board of Supervisors that the County grant an easement to the City of West Des Moines to install a sanitary sewer known as the Alluvion Sanitary Sewer Extension beneath the Great Western Trail. The easement will allow the installation and maintenance of the new sewer by West Des Moines and will serve the new Microsoft facility being built east of the Trail. Copy of easement and map identifying easement location attached.

The City has designed and will install a temporary trail to direct trail users around the construction site. Trail connectivity will be maintained at all times.

The easement will not interfere with use or maintenance of the trail.

STAFF RECOMMENDATION: That the Board recommend to the Board of Supervisors that they grant an easement to the City of West Des Moines for the construction and permanent maintenance of the Alluvion Sanitary Sewer Extension beneath the Great Western Trail and that the Board further determine that the construction and maintenance of said sewer will not interfere with the use of the trail for park purposes.

6) Jester Park Conservation Center Update

A third party opinion of the probable costs for the Jester Park Conservation Center will be presented at the meeting. Discussions to occur on the presented information.

Board action, if any, shall be determined by the Board at the meeting.

7) Interim Director

At the Board's September 10, 2014 meeting the Board affirmed Deputy Director Richard Leopold serve as Interim Director for Polk County Conservation.

Discussion on Interim Director salary, benefits, etc. is to occur by the Board at the meeting.

Board action, if any, shall be determined by the Board at the meeting.

8) Personnel Item, Possible Closed Session

Employee medical issue.

9) Employees, Recent Hires

The following individual(s) have been hired for employment with PCCB:

Start Date	Employee	Position	Rate of Pay
9/22/2014	Roy Thacker	Cons. Lbrer. II	$11.14/Hr.

Information only.

Polk County Conservation Board
Polk County Admin. Bldg.
Room 309
Des Moines, IA

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, September 10, 2014. The meeting was called to order at 5:31 p.m.

#1 – Roll Call

Members Present: Levis, Johnson, Cataldo, Smith
Members Absent: Kurovski

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

MOTION: Moved by Johnson to approve the meeting minutes as written.

VOTE YEA: Levis, Johnson, Cataldo, Smith

#2 – Public Comments

The following appeared before the Board to express concerns with moving the Great Western Trail out of Willow Creek Golf Course and to express concerns with the possible relocation of the trail along Army Post Road:
John Hurley, 2426 Kenway, Des Moines
Craig Lien, 5706 Terrace Dr., Des Moines
Steve Flanagan, 2001 Crown Flair Dr., West Des Moines
Randy Kramer, 120 SW 5th #804, Des Moines
Maria Ruhtenberg, 114 SW 52nd, Des Moines
Carl Voss, 323 E. 5th, Des Moines
Tim Hielkema, 2502 35th St., Des Moines
Steve Falck, 686 Foster, Des Moines
Dave Freylack, 1920 E 13th St., Des Moines
Andrea Boulton, 2670 Wisconsin, Des Moines
Greg Peterson, 1021 58th St, West Des Moines
Glenn Peterson, 3008 Giles St, West Des Moines
Saralea Monroe, 2315 Glenwood, Des Moines

Carl Voss, 323 E. 5th, Des Moines, asked if trail moved out of the golf course, would it be at the expense of the Clark family; and expressed that he felt property south of the golf course where new roads will cross the trail should be more the focus since this is more apt to happen then moving the trail.

Andrea Boulton, 2670 Wisconsin, Des Moines, stated that records at the Iowa Natural Heritage Foundation revealed in 1992 moving of the trail was considered and that move was either going to be cost shared or the total expense was going to be to the golf course, but indicated that was a separate incident.

Rich Leopold, Interim Director for the PCCB, stated the City of West Des Moines is doing a study on the possibility of moving the trail; and the City has indicated they would involve the County.

Dave Freylack, 1920 E 13th St., Des Moines, asked who was in charge of handling this for the County.

Candy Morgan, Polk County Attorney, indicated a combination of PCCB and the Polk County Board of Supervisors were involved and everything should happen at a public meeting.

Chair Cataldo thanked the individuals for their support and indicated the Board would do its due diligence to keep the integrity of the trail.

Board Member Mike Smith told the individuals they were the PCCB's constituents and indicated they will be needed for what is yet to come with Hwy. 5, SW Connector, and Maffitt Road.

#2 - Consent Agenda

MOTION: Moved by Levis to approve the following consent agenda items:

a) PCCB July & August 2014 bill lists;
b) formally accepting the bid by Paul Overturff for the Harvest of Standing Prairie Hay at Chichaqua Bottoms Greenbelt with the proceeds going into the Chichaqua Bottoms Greenbelt Haying Protected Funds Account;
c) purchase of a John Deere 5075E tractor from the Van Wall Group not to exceed the purchase price of $27,342.38 to be paid out of the general operating budget for Conservation Equipment;
d) purchase of a Club Car Carryall 500 from NB Golf Cars for a price not to exceed $9,645.00 to be paid out of the general operating budget for Conservation Equipment;
e) purchase of two 2015 Chevrolet 1500 4x4 trucks from Bob Brown Chevrolet for a price not to exceed $64,188;

f) ratifying action approving publishing notice of a public hearing to be held at the PCCB's September 2014 meeting on granting a temporary easement to the City of West Des Moines to supply electricity and water to the Microsoft construction site south of Pine Avenue;
g) publishing notice of a public hearing to be held at the PCCB's October 2014 meeting on granting of a permanent sewer easement to the City of West Des Moines for installing a sewer line beneath the Great Western Trail south of Pine Avenue at the new Alluvion site;
h) donation of a bicycle to the Great Outdoors Foundation to be a part of the auction at their September 19, 2014 Friends Celebration event.

VOTE YEA: Johnson, Cataldo, Smith, Levis

#4 – Public Hearing: Great Western Trail - Temporary Easement

Chair opened public hearing on the granting of a temporary easement to the City of West Des Moines for the purpose of supplying electricity and water to the Microsoft construction site south of Pine Avenue in West Des Moines, which results in crossing beneath the Great Western Trail.

Public Comments received:

Craig Lien, 5706 Terrace Dr., Des Moines, inquired about the electricity going two ways. Lown responded that the large power lines would be providing the electricity to the Microsoft facility; this easement was providing temporary water and electricity to the site for construction purposes.

John Hurley, 2426 Kenway, Des Moines asked for consideration of light use of the trail during installation of the easement.
Lown responded that there should be only a one day period that the trail is interrupted
Lisa Beaty, 4211 65th St., Urbandale asked that it not happen on a Wednesday night.

Chair Cataldo closed public hearing.

MOTION: Moved by Levis that the Board resolves the granting of a temporary easement to the City of West Des Moines for the purpose of supplying electricity and water to the Microsoft construction site south of Pine Avenue, beneath the Great Western Trail, will not interfere with the use of the property for park purposes and recommends to the Polk County Board of Supervisors that they grant the easement as requested by the City of West Des Moines; and further directed staff to work with the City of West Des Moines to have installation work done on a date that would have lowest interruption of the trail, preferably a Thursday.

VOTE YEA: Levis, Johnson, Smith, Cataldo

#5 Great Western Trail Update

Lown gave an update on the Great Western Trail.

#6 – Jester Park Conservation Center, RDG Planning & Design Agreement Change Order #3

MOTION: Moved by Smith that the Board approve Change Order #3 with RDG Planning & Design for the Development of an Opinion of Probably Construction Costs in the amount of $25,000 for the Jester Park Conservation Center. Funding will come from PCWLL funds.

VOTE YEA: Smith, Cataldo, Johnson, Levis

#7 – Yellow Banks Park, Dam Rehabilitation, RW Excavating Change Order #2

MOTION: Moved by Johnson that the Board approve Change Order #2 for an additional amount of $42,040.43 to RW Excavating for work related to the Yellow Banks Dam Rehabilitation Project; and the Board further authorizes the Interim Director to sign said change order when it is received from the contractor. Funding will come from PCWLL funds.

VOTE YEA: Cataldo, Smith, Levis, Johnson

#8 – Easter Lake Watershed Project, Agreement for Geotechnical Services

MOTION: Moved by Levis that the Board authorizes the Chair to sign the Agreement for Professional Services with Allender Butzke Engineer, Inc. to conduct geotechnical work related to the Easter Lake Watershed Project at a cost not to exceed $19,000. Funding will come from PCWLL funds.

VOTE YEA: Smith, Johnson, Cataldo, Levis

#9 – Easter Lake Park, Covered Bridge Renovation

MOTION: Moved by Smith that the Board approves accepting the low bid of $57,220 from Whitey Exteriors for renovation of the Easter Lake Park covered bridge and approves the miscellaneous maintenance work to be completed by PCC staff at an estimated cost of $11,260 for a total project cost not to exceed $68,480; the Board further approves the Chair signing the Agreement with Whitey Exteriors. Funding will come from PCWLL funds.

VOTE YEA: Levis, Cataldo, Johnson, Smith

#10 – Purchase – Mini Excavator

MOTION: Moved by Levis that the Board approve the purchase of an E-45 Melrose Bobcat mini-excavator from Capitol City Equipment per state contract pricing at a cost of $55,626.94 plus a $1,000 contingency for a not to exceed price of $56,626.94. Funding for this purchase will be split 50/50 between REAP and PCWLL Funds.

VOTE YEA: Johnson, Levis, Smith, Cataldo

#11 – Interim Director

MOTION: Moved by Johnson that the Board affirm deputy director Richard Leopold serving as Interim Director with future discussion to be held on salary, benefits, etc.

VOTE YEA: Cataldo, Levis, Smith, Johnson

#13 – Gay Lea Wilson Trail, Erosion Control Work Along Four Mile Creek

MOTION: Moved by Smith that the Board direct staff to negotiate installation of erosion control with Elder Construction, with consideration of placement of concrete in place of rip rap if cost effective, under the three bridges along the new section of the Gay Lea Wilson Trail and that the Interim Director be authorized to sign the change order approving the work at a cost not to exceed $101,800. Funding to come from PCWLL funds.

VOTE YEA: Smith, Johnson, Cataldo, Levis

Discussion & Remarks

Interim Director Leopold reported on the following:

- 2015 bond projects
- location of October PCCB meeting
- IACCB Fall Conference
- Commemorative Policy developed by staff
- GOF Event, Friday, Sept 19

Adjournment

Meeting adjourned at 8:19 p.m.

Prepared by: Cindy Lentz

Approved:

List of Surplus Items
Fall 2014 Polk County Auction, 10/18/14

Polk County Conservation Board

2003 Ford E-350 15 pass van
1998 Dodge 3500 service truck
1984 Ford 4610 tractor
1984 Ford 776B tractor loader
1984 TK30 Trailking trailer
1999 Kawasaki Mule 2510
(1) Brave log splitters
Big Red log splitter
Coats 4050A tire machine
Coats 850 wheel balancer
Steel shop desk (EM)
Weber concrete wet screed
Stihl BG72 leaf blower, PCC tag 03481
Stihl FS80 weedeater s/n 243044505
Stihl FS80 pro weedeater s/n 243044533
Stihl MS250 chainsaw s/n 268601963
Stihl MS260 chainsaw s/n 257103135
Stihl 280 chainsaw s/n 273462665
Stihl FS25 chainsaw s/n 252747124
Stihl HT75 power pruner s/n 255822577
Stihl FS420 brush cutter s/n 123526473

Golf Course

pull carts
tractor 3pt rear blade
truck mobile fuel tank
flammable cabinet (yellow)
battery charger

POLK COUNTY CONSERVATION
Leading You Outdoors www.leadingyououtdoors.org | pccb_info@polkcountyiowa.gov
11407 NW Jester Park Drive Granger, Iowa 50109 | Phone 515.323.5300 | Fax 515.323.5354

UNANIMOUS WRITTEN CONSENT ACTION
OF THE
POLK COUNTY CONSERVATION BOARD

The undersigned **Polk County Conservation Board (PCCB)** do hereby adopt the following resolutions:

Approval to Execute the $970,000 Vision Iowa Community Attractions and Tourism Grant Agreement for the construction of the Jester Park Conservation Center.

WHEREAS, THE PCCB desires to build a Conservation Center at Jester Park in Granger, Iowa;

WHEREAS, THE PCCB desires to provide increased numbers of visitors with high quality outdoor recreation and environmental education opportunities;

WHEREAS, THE PCCB received $200,000 in cash within the ninety (90) days following the Vision Iowa CAT Grant Review Committee's meeting as required to match the $970,000 CAT Grant award and build the Conservation Center;

RESOLVED, that the PCCB hereby approves the execution and delivery of the Vision Iowa Cat Grant Agreement and such other papers as the Vision Iowa Board of Directors or the Vision Iowa Board's legal counsel may reasonably request;

RESOLVED, that the PCCB Director, Deputy Director, and/or Accountant are given authority of executing the agreement and such other documents as necessary;

RESOLVED, that the PCCB affirms that there are no outstanding judgments or unsatisfied liens against the PCCB;

General Authority to Effectuate Resolutions

RESOLVED, that each PCCB member be, and each of them hereby is authorized to do or cause to be done, in the name and on behalf of the Corporation or otherwise, any and all such acts and things, and to exercise, deliver and file, in the name and on behalf of the PCCB or otherwise, any and all such agreements, applications, certificates, and other documents and instruments, as such member may deem necessary, advisable or appropriate to effectuate the foregoing resolutions.

The foregoing resolutions have been adopted by the unanimous written consent of the PCCB. Each member waives any deficiencies in notice regarding these resolutions and the matter contained herein.

This consent may be executive in one or more counterparts, each of which shall be deemed an original and together constitute one and the same consent.

Approved the _____ Day of_____ 2014

POLK COUNTY CONSERVATION BOARD

_____
Chairperson

Connie Johnson	Yea	Nay
Sara Kurovski	Yea	Nay
Mike Smith	Yea	Nay
Tom Levis	Yea	Nay
Jim Cataldo	Yea	Nay

Yea_____ Nay_____

Above tabulation made by_____

Donated Leave Policy

Employees, including employees of the Conservation Board, may donate up to sixteen (16) hours of earned vacation or personal leave to an eligible employee who has been approved for a leave of absence because of a serious illness or due to a serious illness of a spouse, legal parent, or child as authorized under the County's Family and Medical Leave Act Policy, but does not possess the necessary earned hours of paid leave.

Eligible employees may receive donated leave for all circumstances arising under the County's Family Medical Leave Act Policy regardless of eligibility for other leave benefits. The maximum donated time an employee may receive in a twelve (12) month period measured backward from the date they used any FMLA leave is 480 hours.

An eligible employee is defined as a regular full-time or part-time employee with at least twelve (12) months of continuous employment and sufficient hours worked at the time of the employee's application to qualify for FMLA leave.

Requests for donated leave must be submitted for approval to the Polk County Conservation Board Director. Upon the PCC Director's approval, request shall be submitted to the Human Resources Director, and/or the director's designee, along with a statement of need and supporting medical documentation. Upon approval, the employee's request will be communicated to all departments and offices to obtain donated leave. Donated leave shall be accepted until the maximum leave is donated or the employee returns to work, whichever occurs first.

The use of donated leave shall be subject to the same restrictions and/or requirements as set forth in employee manuals and /or contracts, and the employee/recipient shall not derive any accrual of leave as a result of the receipt of donated leave.

Donated leave that is unused upon the employee's return to work shall be returned to the respective donor.

Contact : Human Resources
286-3200
Effective: 8/19/2000
Revised: 2/-- / 2014

Donated Leave for Purpose of Organ Transplant Policy

Employees, including employees of the Conservation Board, may donate up to sixteen (16) hours of earned vacation or personal leave to an eligible employee who has been approved for a leave of absence due to agreeing to donate an organ to a person deemed by a qualified physician as needing a transplant operation. Length of absence covered under this policy shall not exceed medical necessity, as determined by the health care provider, for the transplant operation and recovery. The maximum donated time an employee may receive for an instance covered by this policy in a twelve (12) month period is 480 hours.

Employees do not need to utilize all paid leaves prior to requesting and/or utilizing donated leave for the purpose of organ donation. Eligible employees are required to provide medical verification of the operation to be performed and the probable length of time needed to be off for the operation and recovery.

An eligible employee is defined as a regular full-time or part-time employee with at least twelve (12) months of continuous employment and sufficient hours worked at the time of the employee's application to qualify for FMLA leave.

Requests for donated leave must be submitted for approval to the **Polk County Conservation Board Director. Upon the PCC Director's approval, request shall be submitted to** the Human Resources Director, or the director's designee, along with a statement of need and supporting medical documentation. Upon approval, the employee's request will be communicated to all department offices to obtain donated leave. Donated leave shall be accepted until the maximum leave is donated or the employee returns to work, whichever occurs first.

The use of donated leave shall be subject to the same restrictions and/or requirements as other leaves of absence under county policies; and the employee/recipient shall not derive any accrual of leave as a result of the receipt of donated leave. Donated leave that is unused upon the employee's return to work shall be returned to the respective donor.

Upon request of the employee utilizing donated leave for this purpose thank you notices will be sent by interoffice mail to persons donating time. If the employee utilizing donated leave supplies thank-you notices and/or envelopes and postage, Human Resources will facilitate delivery of the thank you notices. Human Resources will not be responsible for any postage to deliver such thank-you notices.

Prepared by/Return to: Richard Scieszinski, City Attorney, 4200 Mills Civic Pkwy, West Des Moines, IA 50265 (515) 222-3614

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Easement.

The undersigned, **on behalf of Polk County, Iowa** (hereinafter referred to as the "Grantor", owner of property upon which this Easement is located), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, and convey to the **City of West Des Moines, Iowa,** an Iowa municipal corporation (hereinafter referred to as "the City"), a permanent and perpetual Sanitary Sewer Easement (hereinafter referred to as the "Easement") upon, over, under, through, and across the real property legally described as:

see attached **Exhibit "A" and Exhibit "B".**

2. Use and Purpose of Easement.

This Easement shall be granted for the purpose of constructing and permanently maintaining a permanent sanitary sewer and to allow the City to enter at any time upon and into the Easement area as shown on the attached **Exhibit "A" and Exhibit "B"** and to use as much of the surface and subsurface thereof to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the Sanitary Sewer whenever necessary, subject to the following terms and conditions:

a) The Grantor reserves and retains all other property rights in and to the Easement area, including but not limited to the right to utilize the same to construct driveways and sidewalks or to install underground utilities. No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City. The installation of driveways, sidewalks or other objects installed or placed in the easement area shall be subject to removal at Grantor's expense if necessary for City to access the Easement area for its intended purpose, and the construction of any underground utilities shall not interfere with the use of the Easement area by the City for its intended purpose.

b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other

governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.

c) The City shall take reasonable steps to ensure that all work performed by the City in the easement area will be initiated and completed within a reasonable period. Following completion of the work performed by the City, the easement area described herein shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and/or landscaping. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the easement area.

d) Unless under the authority or at the direction of the City, nothing in this easement agreement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities (i.e., utility companies) other than the City or its contractors.

e) It is understood and agreed that the consideration for this Easement includes full compensation for damages, if any, to Grantor(s) as agreed upon by the City and the Grantor(s).

3. Hold Harmless.

Each party shall indemnify and hold the other party harmless from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

4. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor(s) including, but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

5. Jurisdiction and Venue.

The City and the Grantor(s) agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of Polk County, Iowa.

6. Words and Phrases.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context.

7. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and the prevailing party in such action shall recover as part of its costs the reasonable attorney fees incurred in such litigation.

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to Polk County, Iowa, its assigns, successors-in-interest, or lessees, if any.

9. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

10. Paragraph Headings.

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

Dated this ____ day of _____, 2014.

POLK COUNTY, IOWA

_____
Chair, County Board of Supervisors

Attest:

_____
Jamie Fitzgerald, County Auditor

STATE OF IOWA)
) ss
COUNTY OF POLK)

This document was acknowledged before me on the ___ day of _____, 2014 by _____ Chair of the Polk County Board of Supervisors and Jamie Fitzgerald, Polk County Auditor, on behalf of the Polk County Board of Supervisors, for whom the document was executed.

_____
Notary Public in and for said State

CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Sanitary Sewer Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on the _____ day of _____, 2014, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 2014.

CITY OF WEST DES MOINES, IOWA

BY:_____
Ryan T. Jacobson, City Clerk

PREPARED BY: JAMES E. NORMAN–500 EAST TAYLOR–CRESTON, IA 50801–(641)–782–4004

SHEET 1 OF 1

EXHIBIT "A"

ACQUISITION PLAT

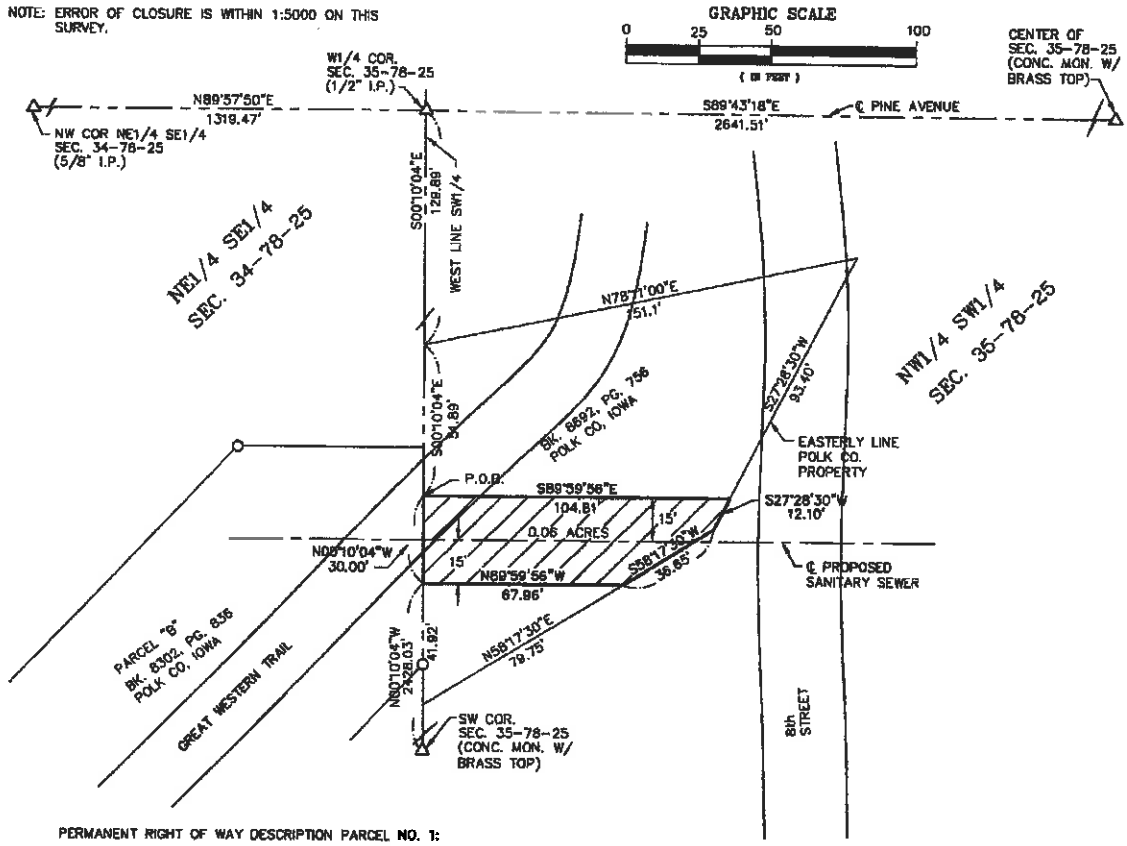
PERMANENT RIGHT OF WAY BEING CONVEYED
TO THE CITY OF WEST DES MOINES
PROJECT ALLUVION SANITARY SEWER EXTENSION
PROJECT NO. 0510–0047–2014
PARCEL NO. 1

NOTE: THE BEARINGS ON THIS SURVEY HAVE BEEN DETERMINED BY GPS.

△ DENOTES LAND CORNER FOUND (AS NOTED)

O DENOTES 5/8" IRON PIN FOUND

NOTE: ERROR OF CLOSURE IS WITHIN 1:5000 ON THIS SURVEY.



PERMANENT RIGHT OF WAY DESCRIPTION PARCEL NO. 1:

A PARCEL OF LAND LOCATED IN A PORTION OF A PARCEL OF LAND LOCATED IN THE NW1/4 OF THE SW1/4 OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA DESCRIBED IN A COURT OFFICER DEED RECORDED IN BOOK 8692 AT PAGE 756 IN THE RECORDS OF THE POLK COUNTY RECORDER, SAID EASEMENT BEING 30' WIDE AND MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT A 1/2" IRON PIN ON THE W1/4 CORNER OF SAID SECTION 35, THENCE S00°10'04"E ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 35 A DISTANCE OF 129.89' TO A POINT ON THE NW CORNER OF THE PARCEL DESCRIBED IN BOOK 8692 AT PAGE 756, THENCE S00°10'04"E ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE SW1/4 OF SECTION 35 A DISTANCE OF 51.89' TO THE POINT OF BEGINNING OF THIS EASEMENT, THENCE S89°59'56"E A DISTANCE OF 104.81' TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, THENCE S27°28'30"W ALONG THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 12.10', THENCE S58°17'30"W ALONG THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 36.65', THENCE N89°59'56"W A DISTANCE OF 67.96' TO A POINT ON THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE SW1/4 OF SECTION 35, THENCE N00°10'04"W ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE SW1/4 OF SECTION 35 A DISTANCE OF 30.00' TO THE POINT OF BEGINNING AND THE END OF THIS EASEMENT, CONTAINING 0.06 ACRES SUBJECT TO ANY OTHER EASEMENTS OF RECORD.

LICENSED LAND SURVEYOR
JAMES E. NORMAN
11808
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

James E. Norman 9-12-14

JAMES E. NORMAN, L.S. DATE

LICENSE NUMBER 11808

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1

PROPRIETOR:
POLK COUNTY, IOWA

SURVEY FOR: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA. 50265

PROJ. NO. 13–1684–1 DATE: 8–29–14

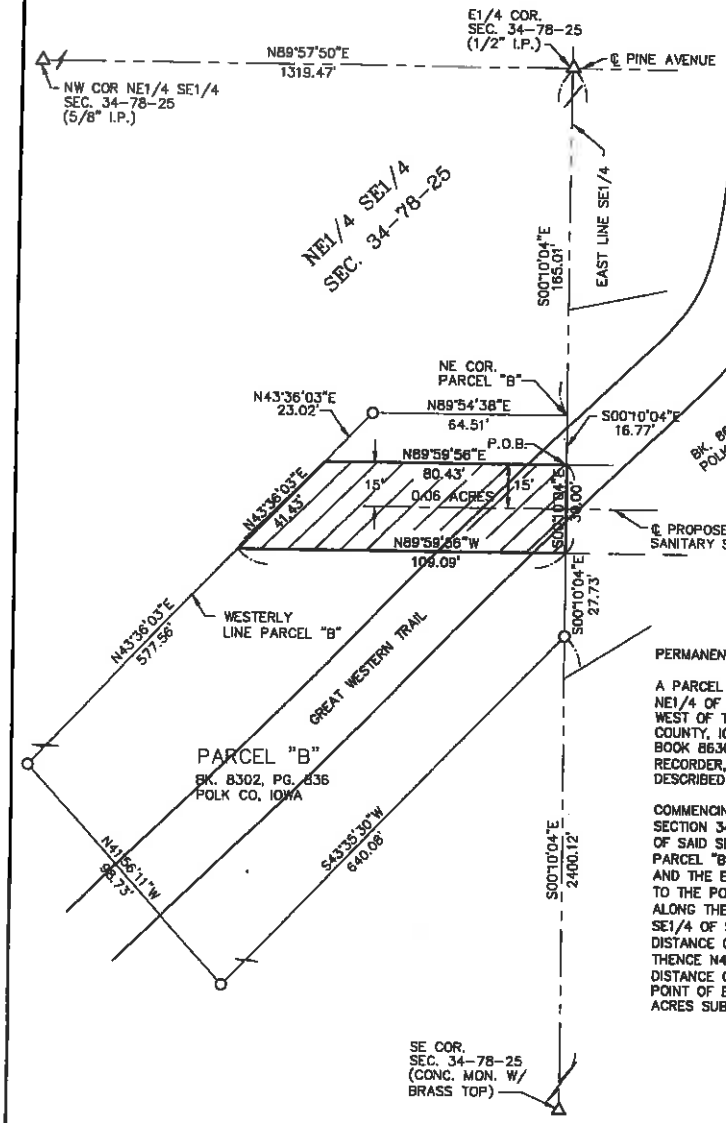
Mid–State Surveying and Consulting, Inc.
500 EAST TAYLOR
CRESTON, IOWA 50801
641–782–4004

PREPARED BY: JAMES E. NORMAN–500 EAST TAYLOR–CRESTON, IA 50801–(641)–782–4004

ACQUISITION PLAT

PERMANENT RIGHT OF WAY BEING CONVEYED TO THE CITY OF WEST DES MOINES
PROJECT ALLUVION SANITARY SEWER EXTENSION
PROJECT NO. 0510–0047–2014
PARCEL NO. 2

SHEET 1 OF 1
EXHIBIT "B"



GRAPHIC SCALE
0 25 50 100
(IN FEET)

NOTE: THE BEARINGS ON THIS SURVEY HAVE BEEN DETERMINED BY GPS.

△ DENOTES LAND CORNER FOUND (AS NOTED)

○ DENOTES 5/8" IRON PIN FOUND

NOTE: ERROR OF CLOSURE IS WITHIN 1:5000 ON THIS SURVEY.

PERMANENT RIGHT OF WAY DESCRIPTION PARCEL NO. 2:

A PARCEL OF LAND LOCATED IN A PORTION OF PARCEL "B" IN THE NE1/4 OF THE SE1/4 OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA DESCRIBED IN A TRUSTEE WARRANTY DEED RECORDED IN BOOK 8630 AT PAGE 836 IN THE RECORDS OF THE POLK COUNTY RECORDER, SAID EASEMENT BEING 30' WIDE AND MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT A 1/2" IRON PIN ON THE E1/4 CORNER OF SAID SECTION 34, THENCE S00°10'04"E ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 34 A DISTANCE OF 165.01' TO THE NE CORNER OF PARCEL "B", THENCE S00°10'04"E ALONG THE EAST LINE OF PARCEL "B" AND THE EAST LINE OF THE SE1/4 OF SECTION 34 A DISTANCE OF 16.77' TO THE POINT OF BEGINNING OF THIS EASEMENT, THENCE S00°10'04"E ALONG THE EAST LINE OF PARCEL "B" AND THE EAST LINE OF THE SE1/4 OF SECTION 34 A DISTANCE OF 30.00', THENCE N89°59'56"W A DISTANCE OF 109.09' TO A POINT ON THE WESTERLY LINE OF PARCEL "B", THENCE N43°36'03"E ALONG THE WESTERLY LINE OF PARCEL "B" A DISTANCE OF 41.43', THENCE N89°59'56"E A DISTANCE OF 80.43' TO THE POINT OF BEGINNING AND THE END OF THIS EASEMENT, CONTAINING 0.06 ACRES SUBJECT TO ANY OTHER EASEMENTS OF RECORD.

LICENSED LAND SURVEYOR
JAMES E. NORMAN
11808
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

James E. Norman — 9-12-14
JAMES E. NORMAN, L.S. — DATE

LICENSE NUMBER 11808

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1

PROPRIETOR:
POLK COUNTY, IOWA

SURVEY FOR: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA. 50265

PROJ. NO. 13–1684–2 DATE: 8–29–14

Mid–State Surveying and Consulting, Inc.
500 EAST TAYLOR
CRESTON, IOWA 50801
641–782–4004

GWT Easement
S 11TH ST
WOODRIDGE DR
Willow Creek Driving Range
SW LELAND
ARMY POST RD
Text
Willow Creek
WB ON RMP
RAMP RMP
65
HWY 5 WB OFF RMP
5 EB OFF RMP
SOUTHWEST CONNECTOR
HWY 5 EB ON RMP
PINE AVE
S 8TH ST
S 5TH ST
101
Easement
COUNTY LINE RD
Warren County
5TH LN
N
W
E
S

2014- 2015 Revenue Budget

- as of 09/30/14 (25% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Infrastructure	$ -	$ -	$ -	0.0%
0213	Equipment	$ 5,000	$ -	$ 5,000	0.0%
6006	Environmental Ed	$ 62,500	$ 4,371	$ 58,129	7.0%
6009	Natural Resources	$ 81,710	$ 959	$ 80,751	1.2%
6101	Administration	$ 180,600	$ 63,927	$ 116,673	35.4%
6103	Community Outreach	$ 250	$ 250	$ -	100.0%
6104	Conservation Grants	$ -	$ -	$ -	0.0%
6110	Parks Advocacy Unit	$ 410,800	$ 179,761	$ 231,039	43.8%
6119	Construction/Maint.	$ -	$ 99	$ (99)	0.0%
6124	Equestrian Center	$ 315,000	$ 59,144	$ 255,856	18.8%
Sub-Total - General Fund 1		**$ 1,055,860**	**$ 308,512**	**$ 747,348**	**29.2%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 156,400**	**$ 28,068**	**$ 128,332**	**17.9%**
Reserve - Fund 50					
0210-0214	**Special Projects**	**$ -**	**$ -**	**$ -**	**0.0%**
Bond - Fund 51					
0210	**Water & Land Dev & Trails**	**$ 2,812,300**	**$ 196,811**	**$ 2,615,489**	**0.0%**
Grand Total - Conservation		**$ 4,024,560**	**$ 533,391**	**$ 3,491,169**	**13.3%**

2014- 2015 Expense Budget

- as of 09/30/14 (25% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Infrastructure	$ -	$ -	$ -	0.0%
0213	Equipment	$ 158,500	$ -	$ 158,500	0.0%
6006	Environmental Ed	$ 383,905	$ 112,203	$ 271,702	29.2%
6009	Natural Resources	$ 666,102	$ 219,895	$ 446,207	33.0%
6101	Administration	$ 1,069,439	$ 324,368	$ 745,071	30.3%
6103	Community Outreach	$ 215,955	$ 51,051	$ 164,904	23.6%
6104	Conservation Grants	$ -	$ 37,702	$ (37,702)	#DIV/0!
6110	Parks Advocacy Unit	$ 465,610	$ 121,272	$ 344,338	26.0%
6119	Construction/Maint.	$ 1,118,674	$ 326,991	$ 791,683	29.2%
6124	Equestrian Center	$ 416,851	$ 187,365	$ 229,486	44.9%
Sub-Total - General Fund 1		**$ 4,495,036**	**$ 1,380,847**	**$ 3,114,189**	**30.7%**
General Supplemental - Fund 2					
All Units	**Benefits (IPERS/FICA/Ins, Etc.)**	**$ 1,019,911**	**$ 256,398**	**$ 763,513**	**25.1%**
Risk Management - Fund 3					
6100	**Insurance,Med., Work. Comp.**	**$ 96,300**	**$ 49,848**	**$ 46,452**	**51.8%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 147,856**	**$ 97,232**	**$ 50,624**	**65.8%**
Reserve - Fund 50					
0210-0214	**Trails, Special Projects**	**$ 490,000**	**$ 14,956**	**$ 475,044**	**3.1%**
Bond - Fund 51					
0210	**Water & Land Dev & Trails**	**$ 4,110,678**	**$ 1,133,648**	**$ 2,977,030**	**27.6%**
Grand Total - Conservation		**$ 10,359,781**	**$ 2,932,928**	**$ 7,426,853**	**28.3%**

PCWLL EXPENDITURES AS OF :

September 30, 2014

SUB-LEDGER	PROJECT	ANTICIPATED COSTS CY2013 & 2014	CONSTRUCTION COSTS CONTRACTED	ENGINEERING COSTS CONTRACTED	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKENY)	$ 50,600	$ 787,580	$ 254,644	$ 760,105	$ 77,032	$ -	$ (782,213)	$ 54,925	$ (4,325)
C06-6134	CBG SHAW ACQUISITION	$ 430,915	$ -	$ -	$ -	$ -	$ 689,775	$ (258,860)	$ 430,915	$ -
C08-6142	JESTER PARK CABINS	$ 687,894	$ -	$ -	$ 686,316	$ -	$ -	$ -	$ 686,316	$ 1,578
C11-6205	CVT CONNECTOR-BROADWAY TO BONDURANT	$ 36,818	$ 1,915,231	$ 174,091	$ -	$ 110,963	$ 175	$ -	$ 111,138	$ (74,320)
C12-6208	FDM OUTDOOR CLASSROOM	$ 11,201	$ -	$ -	$ -	$ -	$ 7,600	$ -	$ 7,600	$ 3,601
C12-6213	CBG WELL REPLACEMENT	$ 73,859	$ 71,746	$ -	$ 71,746	$ 150	$ 1,963	$ -	$ 73,859	$ 0
C12-6214	CBG OBSERVATION DECK	$ 83,844	$ -	$ 8,300	$ 74,585	$ 11,200	$ -	$ -	$ 85,785	$ (1,941)
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	$ 450,000	$ -	$ -	$ 336,983	$ -	$ -	$ -	$ 336,983	$ 113,017
C12-6219	EC IMPROVEMENTS	$ 10,671	$ -	$ -	$ 9,553	$ 1,118	$ -	$ -	$ 10,671	$ 0
C12-6220	4-MILE CREEK BANK STABILIZATION	$ 340,725	$ -	$ 22,500	$ -	$ 20,309	$ -	$ -	$ 20,309	$ 320,416
C12-6221	JP CONSERVATION CENTER	$ 2,404,200	$ -	$ 729,922	$ -	$ 604,970	$ 3,115	$ (236,020)	$ 372,065	$ 2,032,135
C12-6222	CBG MASTER PLAN	$ 106,000	$ -	$ 98,368	$ -	$ 87,000	$ -	$ -	$ 87,000	$ 19,000
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	$ 1,100,532	$ 903,781	$ 175,496	$ 903,781	$ 176,108	$ 3,056	$ -	$ 1,082,945	$ 17,587
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	$ 141,013	$ 1,043,238	$ 208,333	$ 229,237	$ 167,428	$ -	$ -	$ 396,665	$ (255,652)
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	$ -	$ -	$ 159,534	$ -	$ 10,232	$ -	$ -	$ 10,232	$ (10,232)
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	$ 854,903	$ 707,456	$ 132,209	$ 720,869	$ 136,036	$ 21,913	$ (200,000)	$ 678,818	$ 176,085
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	$ 81,179	$ -	$ 57,600	$ -	$ 56,662	$ 3,296	$ -	$ 59,958	$ 21,221
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	$ 410,000	$ 339,428	$ 29,200	$ 336,945	$ 28,800	$ 15,516	$ -	$ 381,261	$ 28,739
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	$ 9,800	$ -	$ 9,800	$ -	$ 9,800	$ -	$ -	$ 9,800	$ -
C12-6230	TM CAMP CREEK STABILIZATION	$ 1,097,465	$ 876,665	$ 194,600	$ 805,743	$ 194,600	$ 113	$ -	$ 1,000,456	$ 97,009
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	$ 119,000	$ -	$ 53,200	$ -	$ 53,123	$ 226	$ (1,205)	$ 52,144	$ 66,856
C12-6232	YB PARK IMPROVEMENTS	$ 87,000	$ -	$ 46,650	$ -	$ 40,404	$ 113	$ -	$ 40,518	$ 46,482
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	$ 100,000	$ -	$ 12,000	$ 11,225	$ 12,000	$ 3	$ -	$ 23,228	$ 76,772
C12-6234	JP ENTRANCE RELOCATION	$ 586,000	$ 279,839	$ 73,100	$ 279,839	$ 69,743	$ 3,186	$ -	$ 352,768	$ 233,232
C12-6235	CBG WOOSLEY PROPERTY-NO SALE	$ 1,200	$ -	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200	$ -
C12-6236	CBG MENDENHALL ACQUISITION	$ 676,267	$ -	$ -	$ -	$ -	$ 676,267	$ -	$ 676,267	$ 0
C12-6237	CXT VAULT TOILETS	$ 75,000	$ -	$ -	$ -	$ -	$ 64,133	$ -	$ 64,133	$ 10,867
C12-6238	CBG WETLANDS DESIGN	$ 104,476	$ -	$ 86,476	$ -	$ 67,221	$ -	$ -	$ 67,221	$ 37,255
C12-6239	YB DAM REPAIRS	$ 797,000	$ 733,986	$ 112,525	$ 712,480	$ 112,359	$ 9,511	$ -	$ 834,349	$ (37,349)
C12-6240	BEAVER CREEK LAND ACQUISITION	$ 93,469	$ -	$ -	$ -	$ 457	$ 93,012	$ -	$ 93,469	$ 0
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	$ 200,000	$ -	$ -	$ 195,951	$ -	$ -	$ -	$ 195,951	$ 4,049
C12-6243	CAMP CREEK-MILLER/RIST LAND ACQUISITION	$ 342,197	$ -	$ -	$ -	$ -	$ 342,197	$ -	$ 342,197	$ -
C12-6244	CBG AIRPORT 16 ACQUISITION	$ 75,588	$ -	$ -	$ -	$ -	$ 75,588	$ -	$ 75,588	$ -
C12-6245	YB ALITZ PROPERTY ACQUISITION	$ 298,950	$ -	$ -	$ -	$ -	$ 298,950	$ -	$ 298,950	$ 0
C12-6246	CBG FREELAND LAND ACQUISITION	$ 204,437	$ -	$ -	$ -	$ -	$ 204,437	$ -	$ 204,437	$ -
C12-6247	CBG AIRPORT 60 LAND ACQUISITION	$ 238,687	$ -	$ -	$ -	$ -	$ 238,687	$ -	$ 238,687	$ -

PCWLL EXPENDITURES AS OF :

September 30, 2014

SUB-LEDGER	PROJECT	ANTICIPATED COSTS CY2013 & 2014	CONSTRUCTION COSTS CONTRACTED	ENGINEERING COSTS CONTRACTED	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C12-6248	CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	$ 1,200	$ -	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200	$ -
C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	$ 90,700	$ -	$ 5,000	$ 25,600	$ 5,000	$ 136	$ -	$ 30,737	$ 59,963
C12-6250	YB PREIST PROPERTY ACQUISITION	$ 1,500	$ -	$ -	$ -	$ -	$ 1,500	$ -	$ 1,500	$ -
C12-9999	MISC MINOR IMPROVEMENTS	$ 100,000	$ -	$ -	$ -	$ 20,150	$ 43	$ -	$ 20,193	$ 79,807
C13-6251	OVERALL PROGRAM MANAGEMENT	$ 40,000	$ -	$ 40,000	$ -	$ 36,399	$ -	$ -	$ 36,399	$ 3,602
C12-9999	CONSTRUCTION EQUIPMENT & SUPPLIES	$ 270,000	$ -	$ -	$ -	$ -	$ 263,434	$ -	$ 263,434	$ 6,566
C13-6252	EL LODGE CONSTRUCTION	$ 35,000	$ -	$ 4,850	$ -	$ 5,180	$ -	$ -	$ 5,180	$ 29,820
C13-6253	TM ACCESSIBLE TRAIL AROUND POND	$ 175,000	$ 66,257	$ -	$ 70,251	$ -	$ 91,090	$ -	$ 161,342	$ 13,658
C13-6254	TM OVERLIN PROPERTY ACQUISITION	$ 74,257	$ -	$ -	$ -	$ -	$ 74,257	$ -	$ 74,257	$ -
C13-6255	MALLY'S STREAMBANK STABILIZATION	$ -	$ -	$ -	$ -	$ 400	$ -	$ -	$ 400	$ (400)
C13-6256	PCWLL PUBLIC AWARENESS	$ -	$ -	$ -	$ -	$ -	$ 2,039	$ -	$ 2,039	$ (2,039)
C13-6258	NATURAL AREA RESTORATIONS	$ 20,000	$ -	$ -	$ -	$ -	$ 8,481	$ -	$ 8,481	$ 11,519
C13-6259	JP CAMP STORE	$ -	$ -	$ 4,250	$ -	$ 4,200	$ -	$ -	$ 4,200	$ (4,200)
C13-6262	EL J.C. WHITE PROPERTY	$ 187,685	$ -	$ -	$ -	$ -	$ 279,895	$ (92,209)	$ 187,685	$ (0)
C13-6263	MALLY'S CVT & GLW TRAIL CONNECTOR	$ -	$ -	$ -	$ -	$ 1,100	$ -	$ -	$ 1,100	$ (1,100)
C13-6265	YB BANE PROPERTY	$ 238,325	$ -	$ -	$ -	$ -	$ 238,325	$ -	$ 238,325	$ -
C14-6268	EL DIKES/DREDGING/WATER QUALITY	$ 25,000	$ -	$ 734,800	$ -	$ 73,480	$ -	$ -	$ 73,480	$ (48,480)
	EL COVERED BRIDGE IMPROVEMENTS	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,000
	EL RAIN GARDENS	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000
	LAND ACQUISITIONS	$ 246,323	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 246,323
	UP ANKENY-HTT CONNECTOR-ACQUISITION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	GLW TRAIL CONNECTION TO MALLY'S	$ 33,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,800
	TOTAL DECEMBER 2013 BOND ISSUANCE	**$ 13,969,680**	**$ 7,725,206**	**$ 3,427,448**	**$ 6,231,209**	**$ 2,193,623**	**$ 3,714,434**	**$ (1,570,508)**	**$ 10,568,760**	**$ 3,400,920**
C13-6261	ANKENY HTT EXTENSION TO DSM	$ 900,000	$ -	$ -	$ -	$ -	$ 2,261,299	$ (1,382,500)	$ 878,799	$ 21,201
C11-6205	CVT CONNECTOR-BROADWAY TO BONDURANT	$ 1,300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,300,000
		$ 16,169,680	**$ 7,725,206**	**$ 3,427,448**	**$ 6,231,209**	**$ 2,193,623**	**$ 5,975,734**	**$ (2,953,008)**	**$ 11,447,559**	**$ 4,722,121**