BOARD MEETING

January 14, 2015 - 5:30 p.m.

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

AGENDA

1) **Opening Items**
   - **a)** Roll Call
   - **b)** Oath of Office
   - **c)** Action on the Minutes of the Previous Meeting(s)
2) **Public Comments**
3) **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 December 2014 bill list.
   - **b) PCCB Bylaws:** approve the PCCB Bylaws.
   - **c) REAP-CEP Grant:** accepting and the Chair signing the REAP/CEP grant agreement between the Iowa Department of Natural Resources and the PCCB.
   - **d) Ackelson Trail, Transportation Alternative Program (TAP) Grant:** approve of staff applying for 2019 TAP funding for the Ackelson Trail Phase III and that match dollars that may be needed will come from PCWLL Bond Dollars.
   - **e) Easter Lake Water Quality Demonstration Project - IDALS Funding:** directs staff to submit a grant for Iowa Department of Agriculture and Land Stewardship (IDALS) funding for the Polk County Water Quality Demonstration Project at Easter Lake and if that grant is successful that the Board commits to funding the balance of the project costs of $152,000 from Polk County Water and Land Legacy funds.
4) **Easter Lake Park Lodge**
5) **Jester Park Conservation Center Fundraising Assessment**
6) **Jester Park Conservation Center, Interpretive Exhibit Design Firm**
7) **Yellow Banks Park Planning & Design**
8) **Conservation Corps of Minnesota/Iowa**
9) **Hay Contract**
10) **Public Hearing, Great Western Trail Easements**
11) **Great Western Trail Extension**
12) **Chichaqua Valley Trail Extension to Broadway**

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) Oath of Office

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

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

2) Public Comments

3) Consent Agenda Items

a) Action on the Bill List

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

STAFF RECOMMENDATION: That the Board approve the PCCB December 2014 bill list.

b) PCCB Bylaws

PCCB governance documents provide that the Bylaws must be reviewed each year at the first regular Board meeting in January. Approval may be proposed at any regular meeting, but must again be considered at the next following regular Board meeting before adoption.

No changes have been recommended to the Bylaws. Copy of current Bylaws attached.

STAFF RECOMMENDATION: That the Board approve the PCCB Bylaws.

c) REAP-CEP Grant

PCC Environmental Education staff recently applied for and received a REP/CEP grant for $24,680 to fund "Pollination Celebration". This grant will educate families and adults about the importance of pollinator species. To accomplish this, they will partner with Blank Park Zoo, Reiman Gardens, Polk Soil and Water Conservation District, Polk County Master Gardeners and Central Campus School. The goal is to educate 1,000 people about pollinator species and actions they can take to help prevent the decline.

This was the second year in a row that our grant ranked first. It was praised for its great partnerships, timely topic, and good evaluation method.

STAFF RECOMMENDATION: That the Board approve accepting and the Chair signing the REAP/CEP grant agreement between the Iowa Department of Natural Resources and the PCCB.

d) Ackelson Trail, Transportation Alternative Program (TAP) Grant

The STP-TAP grant applications for 2019 funding are due the 23rd of January. Transportation Alternative Program (TAP) funds are funds directed through the local MPO for projects within the

Metro. These funds normally total approximately $500,000 per year and are assigned to future projects through a review and recommendation process by MPO staff.

PCCB has been successful in the last two applications and have 2017 and 2018 monies assigned for Phase III. The grant monies can be moved forward in years if other projects are delayed. Normally funding can be advance several years from the scheduled funding year. Construction of the Ackelson Trail Phase III is anticipated to occur from late 2017 onward and 2019 monies would be an appropriate funding source.

While there is an expected funding match associated with each application the matching monies may be from any source other than TAP funding. As we move forward with other grants, the amount of PCCB monies needed will diminish.

- Loren Lown, Parks and Natural Areas Administrator

STAFF RECOMMENDATION: That the Board approve of staff applying for 2019 TAP funding for the Ackelson Trail Phase III and that match dollars that may be needed will come from PCWLL Bond Dollars.

e) Easter Lake Water Quality Demonstration Project - IDALS Funding

During the initial analysis of the Easter Lake watershed numerous insults to water quality were noted. Efforts were focused on the two larger drainages, Yeader Creek and the unnamed southern branch. Little attention was paid to the third stream that feeds into the central bay by the covered bridge.

Closer inspection of this heavily damaged bay indicated that 90%+ of the sediment did not come from shoreline erosion as had been assumed but from the incised creek channel. The need for a control structure and sediment basin on that arm has been determined to be essential for the long-term health of the lake.

Staff requested a concept plan and budget from the consultant and are actively seeking additional funding to initiate this project.

Iowa Department of Agriculture and Land Stewardship (IDALS) has a new program to assist landowners with dedicated funding for soil conservation management structures. They have reserved a certain percentage of that funding to urban conservation projects. Pre-proposals were requested and from those that are received, a limited number will be selected to submit full proposals.

Staff submitted the attached pre-proposal and anticipate that we will be selected to submit a full proposal. Should we be successful , the cost of the project is estimated to be $252,000 without additional engineering or administration costs. There is a total pool of $500,000 available for this round of urban projects. We think it reasonable to submit a $100,000 request. If funded, there will remain a balance of $152,000 that will be funded using PCWLL funding.

- Loren Lown, Parks and Natural Areas Administrator

STAFF RECOMMENDATION: That the Board directs staff to submit a grant for Iowa Department of Agriculture and Land Stewardship (IDALS) funding for the Polk County Water Quality Demonstration Project at Easter Lake and if that grant is successful that the Board commits to funding the balance of the project costs of $152,000 from Polk County Water and Land Legacy funds.

4) Easter Lake Park Lodge

Some members of the Easter Lake Lodge & Community Steering Committee and representatives from RDG Planning and Design will be present to make a short presentation on preliminary design of the proposed Lodge at Easter Lake Park. Discussions to occur on the proposed project following the presentation.

5) Jester Park Conservation Center, Fundraising Assessment

At the November meeting, the Board asked staff to produce and distribute a Request for Proposal (RFP) for a fundraising assessment and feasibility study for the Jester Park Conservation Center. RFP submissions were due to Polk County Conservation by December 31, 2014. Five proposals were received and are currently being reviewed by staff, Connie Johnson, and Tom Levis. The review committee will meet on Friday, January 9, to determine which firm(s) they would like to interview. These in-person and phone interviews will take place on January 12 & 13. A consultant recommendation will be brought to the January 14, 2015 Board meeting.

6) Jester Park Conservation Center, Interpretive Exhibit Design Firm

The Environmental Education Unit (EE) received three exhibit design proposals for interpretive displays for the Jester Park Conservation Center. The EE team reviewed and scored the proposals and conducted an interview with each firm at Jester Park Administration Office. Through this democratic selection process the EE unit, along with Rich Leopold, Interim Director, selected Split Rock Studios of St. Paul, MN. Split Rock Studios will do design development, fabrication and installment of interpretive displays for the Jester Park Conservation Center. The firm was selected based on its creative approaches, committed staff and references from previous clients. The firm was committed to staying within the $450,000 budget allocated for the interpretative exhibits. For payment schedule go to the contract - Attachment "D" Payment Schedule. Payment will be on a prorated scale for services rendered.

- Lori Foresman-Kirpes, Naturalist

STAFF RECOMMENDATION: That the Board approve the contract with Split Rock Studios to do the exhibit design development, fabrication and installment for the Jester Park Conservation Center for an amount not to exceed $450,000; approve Chair signing contract; and approve initial payment of $10,000 upon acceptance of contract and to begin Phase 1: Schematic Design.

7) Yellow Banks Park Planning & Design

PCC staff have held a series of meetings, including an on-site field trip, concerning Yellow Banks Park amenities. We have come up with a set of amenity updates and additions that fit the Master Plan for the park.

Shive-Hattery has partial design on most all of these projects, and we wish to complete this process on selected projects and move to final design and engineering. Actual contract with complete scope will be presented at the PCCB meeting.

STAFF RECOMMENDATION: To be made at the meeting.

8) Conservation Corps of Minnesota/Iowa

Plans are underway to bring a full conservation corps crew to Polk County Conservation. Rich is in negotiations with Conservation Corps of Minnesota/Iowa on developing a contract. It is anticipated that the Contract will be available for presentation at the meeting.

9) Hay Contract

Information on this item will be presented at the meeting.

10) Public Hearing: Great Western Trail Easements

A public hearing will be held at which time any person may appear to speak for or against the PCCB requesting the Polk County Board of Supervisors grant two easements to the City of West Des Moines for constructing a water main to serve the Alluvion project and for the extension of Maffitt Lake Road, crossing the Great Western Trail in the E 1/2, NE 1/4, SW 1/4 of Section 34-78-25. This area is located SE of the Veteran's Parkway/Highway 5 intersection.

The City of West Des Moines is developing the public infrastructure in the area surrounding the intersection of the Highway 5 By-pass/Veterans Parkway intersection. The Board recently requested that the Supervisors grant two easements on the northeast for sewer and temporary water to the Alluvion (Microsoft) Project.

West Des Moines is now asking that two additional easements be granted. One is for the permanent water main that will serve Alluvion and the proposed development at the southeast corner of the intersection. The second is for a new extension of Maffitt Lake Road which will extend east from the present terminus through the new development. A map and the easements are attached.

In both cases, the easements will extend across the present Great Western Trail. Staff is working with the City of West Des Moines and the private developer to relocate the trail in this area. The water main easement will not interfere with the operation or use of the trail. The Maffitt Road extension would substantially impact the use and safety trail unless the trail was moved and a pedestrian/trail underpass constructed.

The City of West Des Moines has agreed that a pedestrian underpass is necessary and the new plans (see attached) indicate the location of the underpass and relocated trail. Details of the relocation and construction of the new trail are still being negotiated but the underpass will solve the problem of the potential for trail/road difficulties.

- Loren Lown, Parks and Natural Areas Administrator

STAFF RECOMMENDATION: That the Board determine that granting of these two easements to the City of West Des Moines for constructing a water main to serve the Alluvion project and for the extension of Maffitt Lake Road, crossing the Great Western Trail in the E 1/2, NE 1/4, SW 1/4 of Section 34-78-25 (area is located SE of the Veteran's Parkway/Highway 5 intersection) will not interfere with the use of the land for park purposes and requests that the Board of Supervisors grant said easements.

11) Great Western Trail Extension

The Great Western Trail has served the public for many years and almost since the construction of the trail there has been discussion on how to best connect the eastern terminus with the larger Metro trail system.

The original rail bed extends eastward to Fleur Drive but the trail has never been extended for several reasons.

The most recent roadblock has been the Veterans Parkway (aka Southwest Connector) Project that is someday scheduled to occupy the same space as the trail along George Flagg Parkway. That road project may be many years in coming and may be redesigned as well.

Currently the trailhead by the Izaak Walton League is frequently inaccessible through the Water Works Park (the only non-motorized, safe access) because of flooding.

The City of Des Moines and Polk County jointly own the rail bed (70' and 30' respectively). The City of Des Moines has been asked if they are willing to enter a 28E for us to manage their portion which would allow us to expend PCWLL funds. They are amenable and would provide addition parking and access at SW 30th Street.

Staff has requested our consultant to look at the project which is approx 1.25miles of old rail bed to and determine the feasibility of constructing a parked, crushed limestone, ADA accessible path. Preliminary budget estimate to clear brush and trees from the bed, prepare a suitable sub-base, and install a gravel surface is $100,000. Existing culverts are in respectable condition.

Staff requests permission to pursue this project and return to the Board with firm costs and plans. Map attached.

- Loren Lown, Parks and Natural Areas Administrator

STAFF RECOMMENDATION: That the Board approve hiring Snyder and Associates to prepare a firm cost of probable construction and preliminary plans for the proposed Great Western Trail project.

12) Chichaqua Valley Trail Extension to Broadway

The Chichaqua Valley Trail was originally anticipated to extend westward from the present terminus to either 22nd Street or to swing south to Broadway by I-235.

This portion was not included in the current construction project because of a change in the amount of trail being abandoned, development plans for Tonini Business Park, and access to the owner of the property adjacent to I-235. Map attached.

Past negotiations with the owner of the development property and the representative of the industrial property owner require we move forward with a land exchange and a potential acquisition project to secure a route for the trail between 29th Street and Broadway.

Staff brings to the Board a proposal from Snyder and Associates to perform the survey, platting and acquisition/condemnation process necessary to move forward with this project. Contract attached.

The contract has two costs: 1) $1,400 to finish the survey and platting process necessary for the land trade and acquisition process to move forward and 2) $10,500 for the appraisal, acquisition, negotiation process -including the potential condemnation process. The two items total $11,900.

- Loren Lown, Parks and Natural Areas Administrator

STAFF RECOMMENDATION: That the Board approve the contract with Snyder and Associates for survey, platting and acquisition/condemnation process for the Chichaqua Valley Trail extension to Broadway at an amount not to exceed $11,900 and authorize the Chair to sign the contract.

FINANCIAL REPORTS

DISCUSSION & REMARKS

Polk County Conservation Board
Polk County Admin. Bldg.
Room 120
Des Moines, IA

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, December 10, 2014. The meeting was called to order at 5:36 p.m.

#1 – Roll Call

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

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

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

VOTE YEA: Johnson, Levis, Smith

#2 – Public Comments

No public comments.

#3 – Consent Agenda Items

MOTION: Moved by Smith to approve the consent agenda items and the amendment to item 3d) User Fees:
a) PCCB November 2014 bill list;
b) FY 2013-14 Polk County Conservation Board Annual Report;
c) adopting the Clean Air Policy as revised;
d) fee schedules for PCCB services with the amendment to senior camping rates to apply seven days a week rather than Sunday - Thursday and Jester Park Lodge rates as presented effective January 1, 2015;
e) accepting the State Recreational Trail Grant monies and authorize the Vice Chair to sign the grant document and further instruct staff to proceed with the acquisition of the property from the Iowa Natural Heritage Foundation, secure reimbursement from the Iowa Department of Transportation and to begin the process of transferring a section of the old rail line to the City of Ankeny.

VOTE YEA: Levis, Smith, Johnson

#4 – Fort Des Moines Park Planning & Design

MOTION: Moved by Levis to approve Professional Services Agreement with Shive-Hattery for Fort Des Moines Park Planning & Design for an amount not to exceed $224,500 and authorize the Vice Chair to sign the agreement.

VOTE YEA: Levis, Johnson, Smith

#5 – Jester Park Conservation Center, RFP – Fundraising Assessment & Feasibility Study

Interim Director explained that a recommendation from the RFP would be brought to the Board at the January 2015 meeting with hopes to have the assessment and feasibility study completed for presentation at the March 2015 meeting. The hiring of a professional fundraiser would then also be considered.

Information only.

#6 – Acquisition Strategy

Loren Lown, Parks & Natural Areas Planning Administrator, reviewed the map and Acquisition Strategy document distributed to the Board.

Leopold reviewed bond dollars and cash flow related to land acquisition.

The Board determined no action was necessary.

#7 – Great Western Trail, Water Main & Tunnel Beneath New Maffitt Road Extension

MOTION: Moved by Smith to approve directing staff to work with Polk County staff to facilitate a license through the Board of Supervisors for the water main and tunnel beneath the new Maffitt Road extension projects related to the Great Western Trail; and the Board further directs staff to communicate with the City of West Des Moines that unless the request arises from an emergency situation, all future requests for an easement like "license" will not be considered outside of the legal easement framework.

VOTE YEA: Smith, Levis, Johnson

#8 – Election of PCCB Officers for 2015

Smith nominated Connie Johnson as Chair, Tom Levis as Vice Chair and Sara Kurovski as secretary for 2015. No other nominations were received.

MOTION: Moved by Smith to accept the nomination of Connie Johnson to serve as Chair, Tom Levis to serve as Vice Chair and Sara Kurovski to serve as Secretary for 2015.

VOTE YEA: Levis, Johnson, Smith

Financial Reports
Discussion & Remarks
Interim Director reported on the following:

- RFP completed and distributed on the interpretation and design of the inside of the Conservation Center.
- Iowa's Water Land Legacy
- Use of bond dollars to hire Conservation Corps crew

Adjournment
Meeting was adjourned at 6:43 p.m.

Prepared by: Cindy Lentz

Approved:

BYLAWS
AS AMENDED, FEBRUARY 12, 2014
GOVERNING THE ADMINISTRATION, THE DEVELOPMENT, THE OPERATION AND MANAGEMENT OF THE POLK COUNTY CONSERVATION BOARD AND ITS FACILITIES

TO WHOM IT MAY CONCERN:

WHEREAS, the Bylaws as originally adopted on the 8th day of January, 1958, and as amended at the beginning of each year thereafter by the Polk County Conservation Board for the administration, the development, and the operation and management of its areas, its facilities, and its employees, needs to be corrected and again updated, and

WHEREAS, to expand, to clarify, and to make more effective certain portions of the Bylaws, amendments were proposed and considered and adopted as amended at the regular meeting of the Board on February 12, 2014.

NOW THEREFORE, We, the undersigned members of the Conservation Board, as duly appointed by the Polk County Board of Supervisors, and as authorized by Chapter 350, Code of Iowa, do so decree as follows:

ARTICLE I. That all the covenants and provisions of former Bylaws as amended and adopted by the Polk County Conservation Board prior to this date are here and now annulled, canceled, revoked, and of no consequence for effect in the administration, development or operation and management of its areas, its facilities, nor its employees.

ARTICLE II. That Chapter 350, Code of Iowa, is recognized as, and declared to be, the governing authority; and that the purpose, and the power and duties, as defined and set forth in said Chapter shall control the functions of the Conservation Board, its employees, and/or its facilities.

ARTICLE III. That there shall be selected preceding the first regular meeting of each calendar year, from its members, by its members, a chairperson, a vice-chairperson and a secretary, who shall serve as officers of the Board for the calendar year and/or until their successors are selected and qualify. In the event that the chairperson is absent, the vice-chair shall serve as the pro-tem chairperson. In the event that both the chairperson and vice-chairperson are absent, the secretary shall serve as the pro-tem chairperson and, if necessary, a temporary secretary shall be appointed. The pro-tem chair shall be authorized to conduct the meeting and to sign any documents requiring signatures when said documents were the result of any action by the Board at the particular meeting.

ARTICLE IV. That this Board shall generally meet on the second Wednesday of each month at such time and place as may be designated by the chairperson, and said meeting shall be known as the regular meeting of the Board. That Board Members shall be expected to make all reasonable efforts to attend all regularly scheduled meetings; absences in excess of 1/3 of the regularly scheduled meetings in a six-month period will subject the Board Member's appointment to review by the Board. Special meetings may be called by the chairperson, or a majority of the members, when necessary for specific purposes requiring Board action. A

closed session may be held by affirmative vote of two-thirds of the members present in accordance with Chapter 21 of the Iowa Code.

ARTICLE V. That an executive officer shall be employed and shall be known as the Director. S/He shall be responsible to serve at the pleasure of the Conservation Board and the Board shall evaluate his/her performance annually by the month of December.

There shall be a Deputy Director employed who shall possess all the powers and perform all the duties prescribed for the Director in these Bylaws during the absence or disability of the Director or in the event of a vacancy in the office of Director; and shall perform such duties and exercise such powers as may be prescribed by the Director.

ARTICLE VI. That the principal duties of the Director shall include:

a. The preparation of the agenda for each regular monthly meeting and to assist the chairperson in the functions of the meeting as required.

b. To annually outline and recommend to the Board a budget that includes a program of administration, development, maintenance and operation, for each budgetary year, including an estimated cost, which shall be presented to the Conservation Board prior to submission to the Board of Supervisors. To present and explain amendments and modifications to the annual budget that may occur during the year to the Board prior to submission to the budget staff of the Board of Supervisors.

c. The budget, or periodic budget amendments, as approved by the Conservation Board, shall be presented and explained by the director to the Board of Supervisors at each annual budget hearing or at periodic budget amendment hearings.

d. S/He shall keep well informed on the current trends, functions, procedures, and philosophies in outdoor recreation and environmental education; on the design of park facilities and development; and in the preservation and rehabilitation of conservation areas; and shall periodically report to the Conservation Board the results of his/her research and investigation in these fields.

e. S/He is authorized to deposit in his/her name as the director for the Polk County Conservation Board, at a local bank as selected and approved by the Conservation Board, miscellaneous monies collected from the operations of all revenue-producing facilities; and to draw from said deposit, over his/her signature as the director, or his/her duly appointed representatives of the Conservation Board, funds payable to the Polk County Treasurer for allocation to the General Fund of the County for the benefit of Polk County Conservation Board.

f. S/He shall review and approve all expenditures and is authorized to requisition warrants from the County Auditors Office for the payment of duly acknowledged claims. S/He shall submit to the Board monthly financial statements on the status of the conservation budget.

g. As required by statute, s/he shall prepare an annual report covering each fiscal year as terminated and include, therein, his/her recommendations for future expansion and development.

h. S/He will develop and maintain long range strategic plans as approved by the Conservation Board to provide guidance in the planning and implementation of programs and projects.

ARTICLE VII. That the Director, with the approval of the Conservation Board, is authorized to employ and fix the compensation of such assistants and employees as may be necessary for proper and efficient administration, for development of, and for the maintenance and operation for such property and facilities as may be acquired by the Conservation Board, and/or responsibilities assumed within the framework of statutory authority. The Director is authorized to employ seasonal/ intermittent employees as set forth in the Conservation Board's budget.

ARTICLE VIII. That the compensation for the Director, his/her assistants and employees, shall be determined by the Conservation Board and shall be comparable and commensurate with the annual salaries, or hourly wages as established by the Board of Supervisors for similar duties and responsibilities as other county officers and employees, when such salaries and rates are not in conflict with statutory limitations. Vacations, sick leaves, holidays and other employee benefits shall be in conformity with the regulation as established for other Polk County officers and employees.

ARTICLE IX. That the Director, and any employees as s/he may designate, may be appointed peace officers as authorized by Section 350, and within the purview of Section 80B of the Code of Iowa.

ARTICLE X. That any single expenditure, or contract for services, purchase of equipment or material supplies, or to enter into rental agreements or construction contracts, shall conform to the following procedures:

a. For the purchase of minor items and to provide for "change", a petty cash fund and change funds may be established not to exceed $100 when authorized by the Director. Claims for reimbursement to the petty cash fund shall be submitted to the County Auditor as required and based on receipted amounts of each expenditure.

b. Items of expenditure of $5,000 or more shall, when possible and reasonable, be selected from at least three (3) quotations from qualified vendors and approved by the Director. No prior approval is required by the PCCB; however, PCCB ratifies monthly list of expenditures at each monthly regular meeting

c. Items of expenditures up to $10,000 shall require only approval of the Director. No prior approval is required by the PCCB; however, PCCB ratifies monthly list of expenditures at each monthly regular meeting. In emergency situations (defined as immediate public health and welfare) the Director may spend up to $20,000 as necessary to meet the needs of the emergency within 48 hours and inform the Conservation Board of any emergency spending as soon as possible.

d. Items of expenditures above $10,000 shall be selected from at least three (3) quotations from qualified firms or supplies when applicable and the approval of at least three (3) Board Members before purchase. Members may be polled for approval. All quotations received shall be retained in the files for at least three (3) years.

e. Contracts or purchases for public improvements as defined by Sections 26.2(3), 73A.1(3) and 573.1(4)(2011) shall conform to the requirements of said Chapters 26, 573 and 73A.

f. The Director, or his/her duly appointed representative is authorized and empowered to act for the Board in receiving, opening, and recording bids. A public hearing, as set forth in Chapter 26 and 73A, Code of Iowa, must be held at a regular or special meeting of the Board for action on said bids.

g. The acquisition of land (including easements) is excluded from the above requirements, but Land Purchase Options must be considered by the Conservation Board at a regular or special meeting and approved by at least three (3) Board Members for acceptance. Procedures for land acquisition shall conform to statutory requirements.

h. The Director is authorized to apply for grants that fit within the mission of the Board. Final acceptance of grants awarded to Polk County Conservation will receive approval of the Board.

i. The Director is authorized to negotiate mutual and cooperative agreements with final approval of agreements receiving approval of the Board.

j. The Director is authorized to sign contractual documents on behalf of the Board, when authorized by a Board resolution, with the requirement that the resolution is documented as part of the signature.

ARTICLE XI. That these Bylaws shall be reviewed by the Conservation Board each year at the first regular Board meeting in January. Approval or amendment may be proposed at any regular meeting but must be again considered at the next following regular meeting before adoption. Amendments shall require approval of at least three (3) Board Members.

MOTION BY Levis, that these Bylaws as amended, be adopted this February 12, 2014 by the Polk County Conservation Board.

Chair

Vice-Chair

Secretary

Michael H Smith

Easter Lake Water Quality Demonstration Project

Polk County Conservation Board

Contact: Loren Lown, 11407 NW Jester Park Drive, Granger, Iowa 50109-9675

1-515-323-5364

Loren.Lown@polkcountyiowa.gov

Easter Lake is in Southeastern Polk County within the City of Des Moines. The body of the lake lies within Easter Lake County Park and Ewing Park (Des Moines Parks). The 215 acre lake was filled in 1967 and has a predominately urban watershed of 6,380 acres. The park has a yearly visitation of over 450,000 and is a major recreational resource in the metropolitan area. The larger Easter Lake Water Quality Management Project currently underway is a multi-agency effort with multiple funding sources. This watershed/lake project is estimated to be in excess of 15 million dollars by project end. Major partners are the Polk County Conservation Board, the Iowa Department of Natural Resources, the City of Des Moines, and the Polk County Soil and Water Conservation District

The Larger Easter Lake project has been underway for several years. In October of 2012 a detailed engineering study was completed outlining necessary restoration and redevelopment options. Partners have been working since that time to implement the recommended actions. Polk County Conservation, in partnership with Iowa DNR, the City of Des Moines, and other stakeholders has begun the process of restoring the lake. An extensive dredging project is planned beginning in 2015 along with fisheries improvements and shoreline and stream stabilization throughout the watershed.

The lake has three primary feeder streams. Yeader Creek is the largest stream flowing into the western arm and the second largest is an unnamed south arm. Sediment basins and grade stabilization structures either exist or are planned for both streams. This proposed water quality demonstration project will be in the Southwestern portion of the county park on what is referred to as the middle arm of the lake. The majority of the watershed is urban or under development between rural land use to urban. The Middle arm of the lake had no restoration planned beyond the dredging of the lake in that area; however, careful analysis of the stream course and bay revealed that the middle arm was responsible for significant sediment and nutrient delivery into the main lake and was a major contributor to poor water quality.

To address the sedimentation and excess nutrients flowing into the lake, a stilling basin/forebay will be constructed on the middle arm to the west of the historic covered bridge. This basin will provide sediment storage that can be easily accessed for maintenance, provide additional recreational opportunities, improve overall water quality within the lake, and provide an opportunity for environmental education with an emphasis on water quality.

The site is located in the most visited Polk County Park, within 10 miles of downtown Des Moines and within a metropolitan area of more than 560,000 people (2009 estimation). The site is adjacent to a historic covered bridge and the Mark C. Ackelson Trail. Many thousands of yearly visitors will be exposed to the project during park visits.

Polk County Conservation Board has committed several million dollars toward the restoration and improvement of Easter Lake This demonstration project was not part of the original design but PCCB will dedicate Polk County Water and Land Legacy Bond monies to the completion of this important water quality project.

Water quality analysis, sediment mapping, engineering design, and a fishery creel survey have already taken place at the lake. These baseline studies are available for future comparison to determine the

effectiveness of this project on water quality and public use of the renovated lake. The design of the basin will allow trapped sediment to be removed at a future date to determine the effectiveness of the design and function. Education signage will be placed at the site nearby to the trail and historic covered bridge explaining the function of the project as well as need for corrective action and for continued conservation efforts.

Two design documents are attached to this application. One shows the project location within the watershed and the second is a more detailed site plan showing the construction limits of the proposed basin on the middle arm of Easter Lake.

Budget:

SNYDER & ASSOCIATES
Engineers and Planners

MIDDLE ARM DRAINAGEWAY IMPROVEMENTS
SEDIMENT BASIN "L"

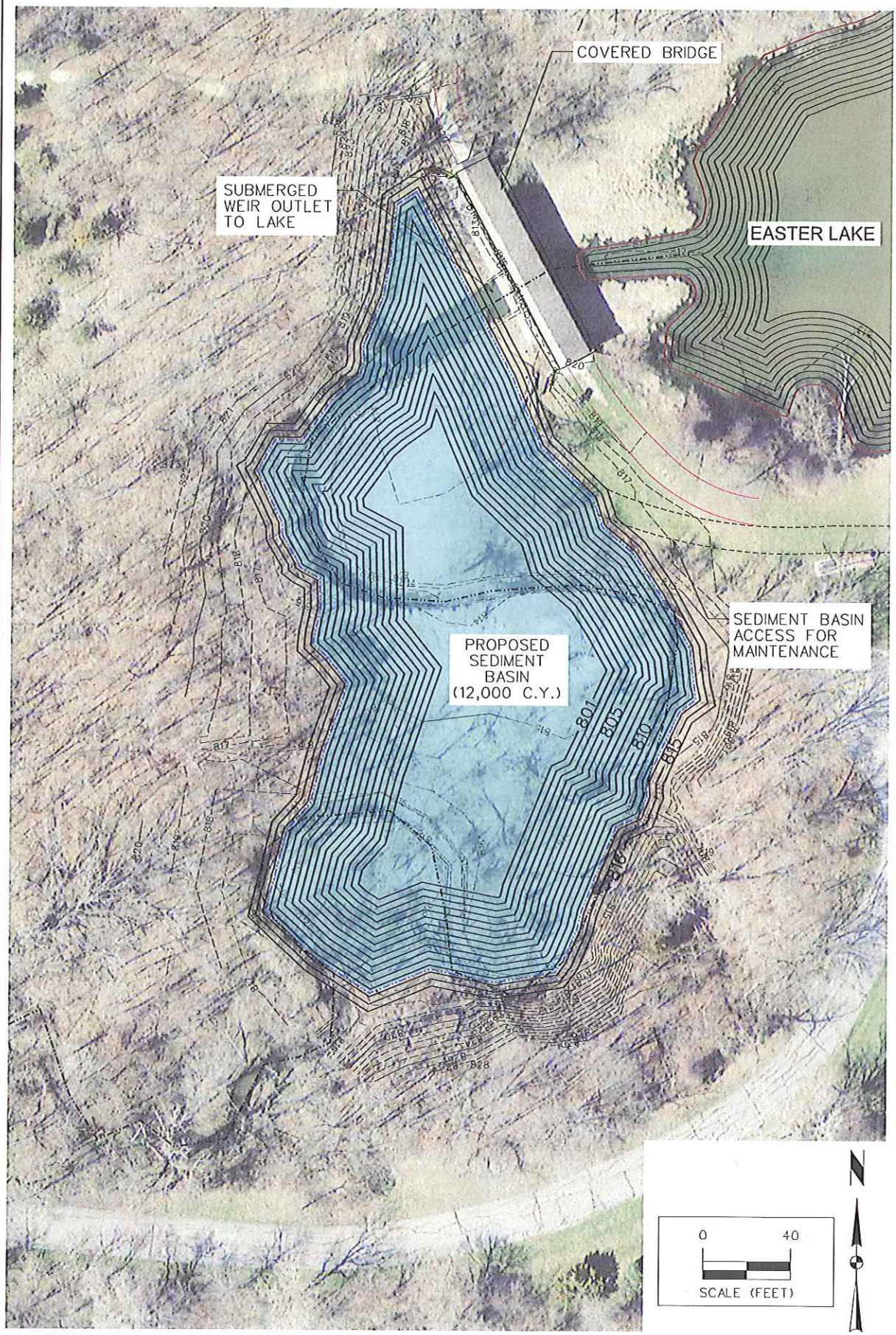
EASTER LAKE, POLK COUNTY
PRELIMINARY BUDGET FOR PROBABLE CONSTRUCTION COST

PREPARED BY SNYDER & ASSOCIATES, INC.
December 17, 2014

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1	Mobilization (5%± of construction cost)	1	LS	$10,000	$10,000
2	Clearing and Grubbing	1.3	AC	$15,000	$19,500
3	Excavation, Class 13	15,000	CY	$10	$150,000
4	Rip Rap	120	TON	$60	$7,200
5	Dewatering	1	LS	$30,000	$30,000
6	Seeding & Surface Restoration	0.5	AC	$5,000	$2,500
		Base Bid Subtotal			**$219,200**
		15%± Contingencies			$32,800
		Total Construction Cost			***$252,000***

Note:
1. Estimate of costs does not include engineering, legal, survey, right-of-way acquisition, or administration costs which may be associated with the project.
2. Order of magnitude construction costs represent the best judgment of a design professional familiar with the construction industry and does not guarantee that any actual cost will not vary from the above cost estimate.

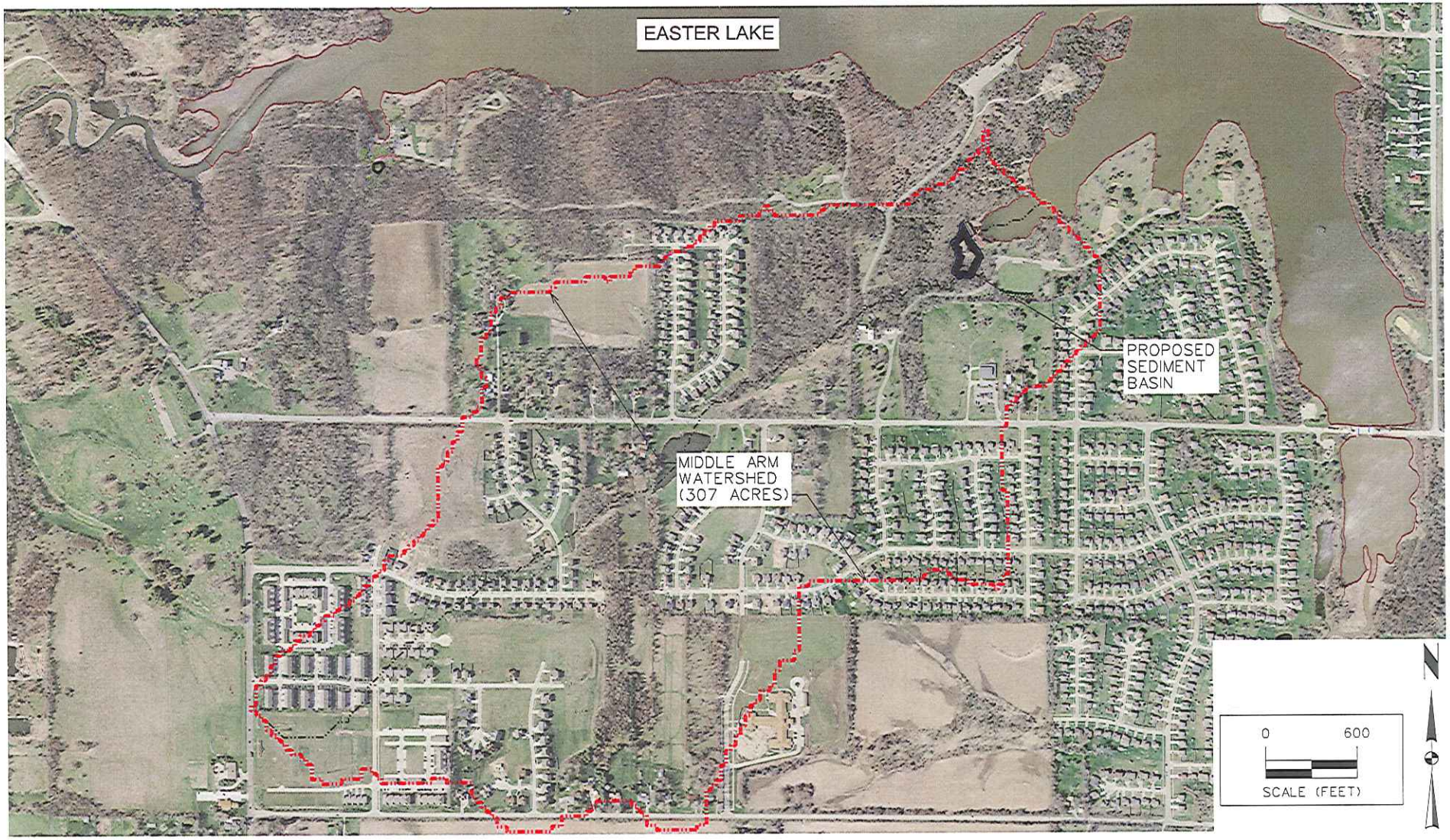
	IDALS Request	Partner Contributions	Landowner Contributions	Total Budget
4/15 /15 – 6/ 30/15	0	0	0	
7/1/15 – 6/30/16	$100,000	0	$152,000	$252,000
Overall	$100,000		$152,000	$252,000



SNYDER & ASSOCIATES
Engineers and Planners

PROPOSED MIDDLE ARM DRAINAGEWAY IMPROVEMENTS
EASTER LAKE
POLK COUNTY, IOWA

FIGURE B



SNYDER & ASSOCIATES
Engineers and Planners

PROPOSED MIDDLE ARM DRAINAGEWAY IMPROVEMENTS
EASTER LAKE
POLK COUNTY, IOWA

FIGURE A

AGREEMENT

THIS AGREEMENT is entered into this 14 day of January, 2015, between Polk County Conservation, hereinafter referred to as "Owner," and Sommerville-Wilson, Inc. d/b/a Split Rock Studios, St. Paul, Minnesota, hereinafter referred to as "SRS."

Owner agrees to engage SRS, and SRS hereby accepts such engagement from Owner, to design, fabricate, and install exhibits for Jester Park Conservation Center at 11407 NW 114th St., Granger, IA 50109 as described in the "Scope of Work", Attachment "A", upon the following terms and conditions.

1. Schematic Design.

Schematic Design shall be coordinated with the Owner as appropriate, and shall be completed pursuant to the "Project Schedule", Attachment "B". Schematic Design shall include the following components as appropriate:

Schematic Design I

1. On-site kickoff meeting
2. Preliminary floor plan with traffic flow analysis
3. Preliminary exhibit sketches
4. Exhibit and graphics approach inspirations
5. Narrative walk-through and design analysis
6. Budget: Estimated by SQFT
7. Updated schedule

Schematic Design II

1. Renderings of all major exhibit elements
2. Introduce graphic approach: color palette, fonts, and hierarchy
3. Preliminary content outline, description of key exhibit elements and visitor experience, component list
4. Updated budget: Estimated by area

2. Design Development.

Design Development shall be coordinated with the Owner as appropriate, and shall be completed pursuant to the "Project Schedule", Attachment "B". Design Development shall entail refinement and completion of Schematic Design, including the following components as appropriate:

Design Development I

1. Updated floor plans, exhibit elevations/scale drawings of all exhibit components
2. Suggested materials and colors defined for exhibits
3. Revised graphic approach, introduce templates of all major panel types
4. Exhibit outline with component descriptions, preliminary headlines, text descriptions, images and artifacts; written descriptions of interactives and media
5. Updated schedule
6. Identification of subcontractors (if needed)
7. Updated budget: Estimate by individual component (line-item)

Design Development II

1. Final floor plans and exhibit elevations/scale drawings of all exhibit components; construction techniques, finishes, colors, and materials indicated.
2. Final graphic approach: typicals of all major panel types
3. Exhibit outline with component descriptions, revised headlines, text descriptions, images and artifacts, descriptions of interactives and media
4. Detailed production and installation schedule
5. Updated budget: Estimate by individual component (line-item)

*Note: These drawings will include the overall floor plan, exhibit furniture, lighting plan, graphic layouts, artifacts treatment, and test treatment. SRS will also provide specifications for all dioramas and models, as well as recommendations for lighting, paint colors, and carpet.

Owner shall give prompt and thorough consideration to all designs, sketches, drawings, proposals, and specifications submitted to the Owner by SRS and shall inform SRS of its decisions within a reasonable time so as not to delay or interrupt the work and schedule of SRS.

3. Pre-Production, Production and Installation.

Upon approval by the Owner, SRS shall commence pre-production, then production of the Exhibit. The Exhibit shall include all components identified within approved line-item estimate at end of Design Development. Pre-production, production, installation will be supervised by SRS project managers and the lead builder, who may engage subcontractors as deemed necessary and appropriate. All Exhibit production work will be performed by SRS employees except as appropriate. Installation of the Exhibit as described in Attachment A shall be undertaken by SRS under the supervision of its own personnel.

Upon performance of the production and installation, SRS shall provide the Owner with a complete set of construction drawings, maintenance and cleaning instructions, and product information. Production and installation shall be completed in accordance with the "Project Schedule", Attachment "B", as modified during the project.

4. Title.

Title to all work and any materials incorporated therein shall pass to the Owner upon delivery to the Owner or upon payment, whichever occurs first. Title to partially completed work shall pass at the time of any payment by the Owner for the percentage of work completed as of the date of such payment. SRS shall, at the request of the Owner, execute such instruments as may be reasonably necessary to effectuate these terms.

5. Warranties.

SRS hereby provides warranties as follows:

a. SRS warrants a five (5) year guaranty of workmanship from the date of substantial completion of installation for all exhibits and mechanical devices supplied as a part of this Agreement.

b. SRS warrants that the materials and equipment furnished pursuant to this Agreement will be of high quality, free from defects, and new unless otherwise required or permitted, that the work will conform to the requirements of all

contract documents, and will be of such quality so as to pass without objection by the museum community as fit for use as museum exhibits.

c. SRS warrants that its services will be in compliance with the requirements of all regulatory authorities with jurisdiction to prescribe and enforce standards or regulations with respect to the project and with all applicable local, state, and federal laws, statutes, ordinances, codes, orders, rules, and regulations.

d. SRS warrants that it will deliver any and all Exhibit work designed and fabricated pursuant to this Agreement in safe condition, and free of liens or encumbrances.

SRS warranties do not cover normal maintenance, cleaning, lubrication or normal wear and tear of the Exhibit, nor damage resulting from abuse, improper maintenance, or operation of the Exhibit by the Owner nor by casualty, vandalism, or conduct of unrelated third parties.

6. Price and Payment.

In consideration of services undertaken by SRS and described in this Agreement, Owner shall remit payment in the sum of $450,000, exclusive of sales tax, allocable pursuant to the "Cost Breakdown" as set forth in Attachment "C" incorporated herein by reference.

Terms of Payment shall be as described in the "Payment Schedule" as set forth in Attachment "D." Payments shall be remitted by the Owner to SRS upon receipt of billing by the Owner. Further detail regarding pricing for this contract can be found in the "Cost Breakdown", Attachment "C". SRS certification for payment shall constitute a representation that the work has progressed to the point indicated, that to the best of knowledge, information, and belief, the quality of work is in accordance with contract documents, and that all lien waivers and certificates required have been furnished in proper form.

7. Change Orders.

The Owner may request changes in the work after the production phase has begun, including deletions, additions, or revisions, which fall within the general scope of the Agreement. Upon consultation and mutual agreement by the parties, the contract price and completion schedule shall be adjusted accordingly and equitably. Change orders shall be memorialized by written form signed by authorized representatives of both parties. SRS shall have no authority to unilaterally initiate changes in the work after the production phase of the project has begun without prior approval of the Owner.

8. Termination.

The Owner shall allow commencement of design development, production, and installation phases contingent upon the Owner's approval of work submitted by SRS at the conclusion of each precedent phase. The Owner shall be authorized at sole discretion to terminate this Agreement at any time in the interest of the public. In each instance, SRS shall be promptly compensated for all work performed and undertaken in performance of this Agreement and for its costs and expenses occasioned by such termination.

9. Project Coordination.

SRS shall incorporate and coordinate its work with that of any Architect and/or Builder, as appropriate, as designated by the Owner, and agrees to use its best efforts to cooperate and reasonably coordinate their activities with those of the Architect and/or Builder as necessary to effectuate completion of the project work.

10. Subcontractors.

SRS, at its option, may use one or more subcontractors to complete any of its production obligations under the Agreement. SRS shall submit the identity of any subcontractor to the Owner as requested by the Owner. SRS shall prepare all subcontracts or documents for subcontractor's use as necessary.

11. Relationship of Parties.

SRS shall be considered an independent contractor in connection with this Agreement and shall not be deemed an employee. SRS shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written consent.

12. Access to Site.

SRS shall be provided access to the site at intervals appropriate to the stage of installation and the status of the project work. The total number of visits to the site shall not be limited in number; it is the intention of the parties that SRS shall make as many such visits as are required to fulfill the responsibilities of SRS hereunder. The Owner shall take all reasonable precautions to provide work premises of a safe and sound condition with a minimization of hazards to life and property, and the Owner shall provide appropriate premises insurance and other indemnity for the protection of SRS, its personnel, and its contract work. During installations SRS anticipates working 12 hours a day and 7 days a week. Exhibit furniture installation including casework, graphics, AV, and artifacts will commence when the client has Certificate of Occupancy.

13. Project Delay.

The Owner shall discharge all responsibilities including progress review, access to site, delivery of approvals, timeliness of payment and related obligations, so as not to occasion delay to SRS. Any such delays shall extend the deadline for completion by a like period of time and potentially increase the contract sum commensurate with costs, expenses, and compensatory, consequential, and economic damages, including, but not limited to, storage and transportation costs and fees, occasioned by such delay.

14. Exclusivity of Obligations.

SRS shall not obligate the Owner for the payment of any money or for the performance of any obligation without the Owner's prior written consent. The Owner shall have no contractual or employment relationship with any consultants, subcontractors, employees, or others who may be hired or used by SRS in performance of the work pursuant to this Agreement.

15. Arbitration.

The Owner and SRS agree that, in the event of any disputes concerning the performance of this Agreement and/or interpretation of its terms, and upon demand by either party hereto, any such dispute shall be submitted to arbitration in accordance with the American Arbitration Association at its offices in central Iowa upon the mutual consent of the parties.

16. Insurance.

SRS shall procure and maintain appropriate insurance coverage in the form of commercial general liability, worker's compensation, employer's liability, and automobile public liability as appropriate. The Owner shall provide and maintain All Risk Builder's Risk Property Insurance for coverage upon the project site in structure in which SRS work is to be installed in an amount equal to 100% of the insurable value thereof. Any proceeds of such insurance shall be payable jointly to the Owner and SRS as their interests may appear.

17. Representations of SRS.

SRS represents to the Owner that it is not in default under any law or ordinance, or under any Order of any Court or federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits, or proceedings pending, or threatened, against or affecting SRS or any shareholder thereof, at law or in equity, or before any governmental agency, which might result in any material adverse change in the financial condition or business of SRS or which would question the validity of propriety of this Agreement or any of the actions to be taken in accordance with this Agreement.

18. Miscellaneous.

The Owner and SRS, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party to this Agreement with respect to all covenants of this Agreement. Neither party to this Agreement shall assign, sublet, or transfer (by operation of law or otherwise) any interest in this Agreement without the prior written consent of the other, nor shall SRS assign any monies due or to become due under this Agreement without the prior written consent of the Owner. Any assignments without such prior written consent shall be void.

19. Communication.

Day-to-day communications between SRS and Owner will be between Colin Cook, SRS Project Manager and Lori Foresman-Kirpes, Project Manager of Jester Park Conservation Center.

20. Formal Approvals.

Contracts and/or written approvals shall be returned and signed in a timely manner by the Owner's representative, Rich Leopold, Interim Director of Polk County Conservation.

21. Complete Agreement.

This Agreement represents the entire and integrated agreement between the Owner and SRS and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Owner and SRS.

WHEREFORE, the parties have executed this Agreement on the date above written.

SOMMERVILLE-WILSON, INC.
D/B/A SPLIT ROCK STUDIOS

By Erin Richardson Date: 1/5/2018

Erin Richardson

Its Chief Operating Officer

Polk County Conservation Board, OWNER

By Connie Johnson Date: _____

_____

Its Board Chair

Attachment "A"
Scope of Work

Split Rock Studios will provide Schematic Design, Design Development, Pre-Production and Production/Installation services for Jester Park Conservation Center at 11407 NW 114th St., Granger, IA 50109. We will warranty the finished exhibits for five years from the date of completion.

Design Kick-off Meeting

Travel to Site/Conduct Exhibit Planning Workshop

1. Review work to date and review architectural space/existing drawings
2. Discuss goals, objectives, and existing themes; Review potential exhibit materials
3. Prioritize exhibit topics
4. Conduct content research/review content reference materials
5. Brainstorm exhibit approaches and ideas
6. Discuss interactives & AV; Address any staff concerns
7. Review overall project budget and budget concerns Identify team to review submittals (Design, Text, Image, Artifacts, Construction Drawings, Artistic Fabrication components)

Develop Project Brief: Current overview of project, including updated information and understandings; Analysis of all project goals in terms of their effect on the development and successful completion of the exhibit.

Schematic Design I

Create SD I Report to include:

1. Preliminary gallery floor plans, traffic flow analysis;
2. Concept sketches of all major exhibit elements; Design approach;
3. Narrative Walk-through; Draft overview and content outline;
4. Preliminary matrix of key images and artifacts;
5. Propose AV and interactive descriptions;
6. Develop graphic approach;
7. Budget analysis for each gallery;
8. Detailed schedule for DD submittals (text, graphics, etc.), Production and Installation

Coordination with client/architect on exhibit needs and building infrastructure
Present/submit SD I Report/Workshop
Client provides written consolidated comments on SD I Report

Schematic Design II

Create SD II Report to include:

1. Scaled floor plans (exhibits, preliminary review of exhibit hall lighting, interior finishes, etc.) including individual exhibit areas & major elements identified
2. Sample elevations of key components
3. Introduce graphic approach to include color palette, fonts, hierarchy
4. Updated design approach
5. Updated overview and content outline
6. Updated narrative walk-through
7. Updated list of list of key images and artifacts
8. Updated AV and interactive descriptions
9. Text approach; Developed AV and interactive descriptions
10. Budget analysis
11. Updated schedule

Design Development I

Create DDI Report to include:

1. Detailed floor plans and elevations
2. Detailed exhibit elevations/scale drawings of all exhibit components
3. Exhibit materials, color choices, and finishes
4. Revised graphic approach (graphic templates for each type of graphic)
5. Written materials:
    i. Detailed exhibit and content outline, including descriptions of all components and text intent with headlines and draft images identified
    ii. Sample text
    iii. Updated working artifact matrix
    iv. Updated working image matrix
6. Preliminary treatments for all audiovisual and interactive elements
7. Updated cost proposal
8. Updated schedule
9. Architectural modifications: Coordination with client regarding exhibits and building infrastructure
10. Present/submit DD I Report

Design Development II

Create DDI Report to include:

1. Final detailed floor plan
2. Final exhibit elevations/scale drawings of all exhibit components clearly indicating design, construction techniques, finishes, etc.
3. Final exhibit materials, color choices and finishes board
4. Final graphic approach (graphic templates)
5. Final written materials:
    i. Detailed exhibit and content outline, including descriptions of all components
    ii. Draft final text
    iii. Updated artifact matrix
    iv. Finalized image matrix
6. Complete art reference package to show artistic style/intent
7. Final treatments for all audiovisual and interactive elements
8. Final cost proposal for production and installation of designed exhibits
9. Updated schedule for the completion of Pre-Production, Production and Installation
10. Architectural modifications: Coordination with client regarding exhibits and building infrastructure
11. Present/submit DD I Report

Pre-Production

1. Complete all design and content revisions required for production.
2. Detailed production and installation schedule
3. Inspect exhibit space and document any problems affecting exhibit installation
4. Graphic production files and generate printed proofs; inspect for content errors and technical quality
5. Production color and material samples
6. Shop drawings with production details for all exhibit structures including technical specifications
7. Audiovisual technical drawings
8. Create any required prototypes or mock-ups
9. Updated schedule for Production and Installation

10. Development of specialty items

Production

1. Output and mount final production graphics
2. Fabricate all elements based on approved design and/or construction drawings, including artifact cases, panels, walls, platforms, information desks, benches, audiovisual kiosks, etc.
3. Fabricate custom elements such as natural history models, topographic maps, cast human figures, taxidermy, and mechanical interactive exhibits with exhibit structures.
4. Fabricate custom artifact mounting hardware, if necessary
5. Provide exhibits for shipment to site
6. As needed, make ongoing submittals during production to keep client apprised of progress and to gain approval for elements that are developed during this phase.
7. AV and interactive programs move into production (filming) and post-production in this phase
8. Acquire audiovisual hardware; install AV software; test system operation
9. Progress photos of exhibits during production
10. Perform ongoing supervision of subcontractors
11. Host site visits at SRS for on-site review meetings by client
12. Perform ongoing coordination for building modifications with client, architect and GC through drawings, meetings, discussions, templates, etc.

Installation

1. Finish any remaining, minor building prep work
2. Deliver exhibits. Set up staging area for unloaded exhibit elements
3. Project Manager and Designer provide on-site art direction as required
4. Install all large structures, such as platforms, walls, cases, large graphic panels, and murals
5. Install smaller graphics, AV equipment, models, interactive exhibits
6. Clean work site of debris and dust, clean artifact cases, install artifacts, perform all other conservation requirements, and seal cases
7. Aim and adjust lighting fixtures
8. Walk-through inspection of completed exhibits
9. Develop punch-list
10. Supply maintenance manual and train staff in exhibit operation and maintenance
11. Correct punch-list items

Close-out Warranty

1. Contractor submits closeout package including:
    i. Warranty information from SRS
    ii. Graphic production digital files
    iii. "As-built" production drawings
    iv. Final written materials
    v. Final copy of maintenance manuals

Attachment "B"
Project Schedule
Subject to change

SCHEMATIC DESIGN PHASE	
Kick-off Meeting Split Rock Studios (SRS) will hold an On-Site Kick-Off Meeting • Tour the Jester Park Conservation Center • Discuss goals, objectives, and existing themes • Review potential exhibit materials • Prioritize exhibit topics • Review budget	February 4th, 2015
SRS provides meeting notes (Project Brief)	February 6th, 2015
Schematic Design I Presentation SRS submits preliminary Schematic plan, including: • Preliminary floor plan(s) with traffic flow analysis • Preliminary sketches of major exhibit elements • Narrative walkthrough of exhibition • Draft overview and content outline, including descriptions of major exhibits • Preliminary audiovisual and interactive descriptions • Graphic inspiration • Budget estimated by square foot costs by area • Detailed schedule for remaining phases • Present design package via WebEx	1:00 – 3:00 p.m. CT April 8th, 2015
PCC provides consolidated written comments and direction	April 22nd, 2015
Schematic Design II Presentation SRS submits revised Schematic plan, including: • Scaled floor plan(s) including individual exhibit areas and major elements identified • Preliminary lighting, electrical, and finish plans • Updated overview and content outline • Preliminary TGA (text, graphics, & artifacts) notebook • Updated audiovisual and interactive descriptions • Graphic approach color palette, fonts, text hierarchy • Estimated cost of each area • Updated schedule • Present design package in person	12:30 – 4:30 p.m. CT June 4th, 2015
PCC provides consolidated written comments	June 19th, 2015

DESIGN DEVELOPMENT PHASE	
Design Development I Presentation SRS submits Design Development I package including: • Updated detailed floor plan(s) and elevations including exhibit areas and major elements developed • Updated audiovisual, lighting, power/data and interior finish plans • Detailed floor plan for demolition and new wall construction • Digital finish board and finish schedule • Detailed TGA (text, graphics, & artifacts) notebook • Text intent with headlines and draft images identified • Updated graphic approach with graphic templates for major graphic types • Updated exhibit component list with descriptions • Draft treatments for all audiovisual and interactive treatments • Preliminary art reference package • Preliminary artifact and image matrix • Updated Cost Proposal • Updated schedule • Presentation via WebEx	1:00 – 4:00 p.m. CT August 12th, 2015
PCC provides consolidated written comments	August 28th, 2015
Design Development II Presentation SRS submits Design Development II package including: • Physical materials & color choices assembled on a finishes board • Final scaled floor plan(s) and elevations of all exhibit components clearly indicating design, construction techniques, finishes, etc. • Updated audiovisual, lighting, power/data and interior finish plans • Updated floor plan for demolition and new wall construction • Detailed TGA (text, graphics, & artifacts) with descriptions of all components and written text for all panels including word counts and grade levels • Final image matrix with images and sources identified • Final artifact matrix, with sizes, photos, and special treatments for artifacts identified • Full treatments and production plan for all audiovisual and interactive elements • Final art reference package • Final graphic approach with FPO (for position only) images • Final Cost Proposal for fabrication and installation • Updated Schedule with pre-production, production, and installation phases	10:30 a.m. – 4:00 p.m. CT November 4th, 2015

• Present design package in person at SRS	
PCC provides written comments, approval to proceed	November 18th, 2015
PRODUCTION AND INSTALLATION PHASE	
Pre-Production • Produce construction drawings • Prepare production color and material samples • Create SOV for Pre-Production through Installation • Complete all design and content revisions required for production • Provide creative directions on custom elements (artistic and electronic), specialty lighting, and mechanical and electromechanical devices • Acquire artifacts for use in exhibit & finalize matrix • Prepare all graphic production files and generate printed proofs; inspect for content errors and technical quality • Acquire high-resolution images and associated usage rights • Submit final graphic layouts for PCC review, after approval output all graphics and photographic elements • Contract AV production team and purchase audiovisual hardware • Update Schedule with production and installation phases	November, 2015 – June, 2016
PCC approves all graphic files and content revisions for production no later then	December 1st, 2016
Production ▪ Output and mount final production graphics ▪ Prepare artifacts and fabricate custom artifact mounting hardware ▪ Fabricate all elements based on construction drawings ▪ Fabricate custom elements such as models, maps, sculptures, and mechanical interactive exhibits ▪ Purchase, fabricate or assemble and test all interactives and electronic components. Produce AV programs ▪ Fabricate all murals, models and dioramas, make submittals for approval as needed ▪ Fabricate all specialty items ▪ Provide ongoing progress photos or videos as appropriate ▪ Host site visits at SRS for on-site review meetings by PCC. Ideally, at least one meeting, no less than four weeks prior to shipping, should be held for PCC Team approval prior to shipping and installation ▪ Perform ongoing supervision of subcontractors ▪ Prepare and ship exhibits to site	March, 2016 – January, 2017

Installation • Deliver, install, test and make all exhibits fully operational • Install murals, casework, graphics, artistic fabrication, artifacts, audiovisual and specialty items • Aim and adjust lighting fixtures • Walk-through inspection of completed exhibits • Correct any punch list items • Provide training for cleaning and maintenance • Provide maintenance manuals and closeout materials	January - February, 2017

Attachment "C"
Cost Breakdown

Jester Park

1.	Schematic Design	$40,000
2.	Design Development	$50,000
3.	Pre-Production	$72,000
4.	Production and artifact allowance	$238,500
5.	Shipping and Installation	$49,500
6.	Project Total	$450,000

Clarifications and Exclusions

[1] *Final schedule of values will be provided at the end of the Design Development phase*

Attachment "D"
Payment Schedule

Phase 1: SCHEMATIC DESIGN PHASE - *February 4th – June 19th, 2015*

- $10,000 down payment and completion of kick-off meeting
- $15,000 Upon completion of Schematic Design I
- $15,000 Upon presentation of Schematic Design II
- $40,000 Total payment for Schematic Design

Phase 2: DESIGN DEVELOPMENT PHASE - *June 22nd – November 18th, 2015*

- $25,000 Upon completion of Design Development I
- $25,000 Upon presentation of Design Development II
- $50,000 Total payment for Design Development

Phase 3: PRE-PRODUCTION, PRODUCTION, & INSTALLATION PHASES *November, 2015 – February, 2017*

- $54,000 15% down payment upon start of pre-production

Schedule of Values will be provided upon completion of Design Development.
Pre-Production and production will be billed monthly upon percent complete.

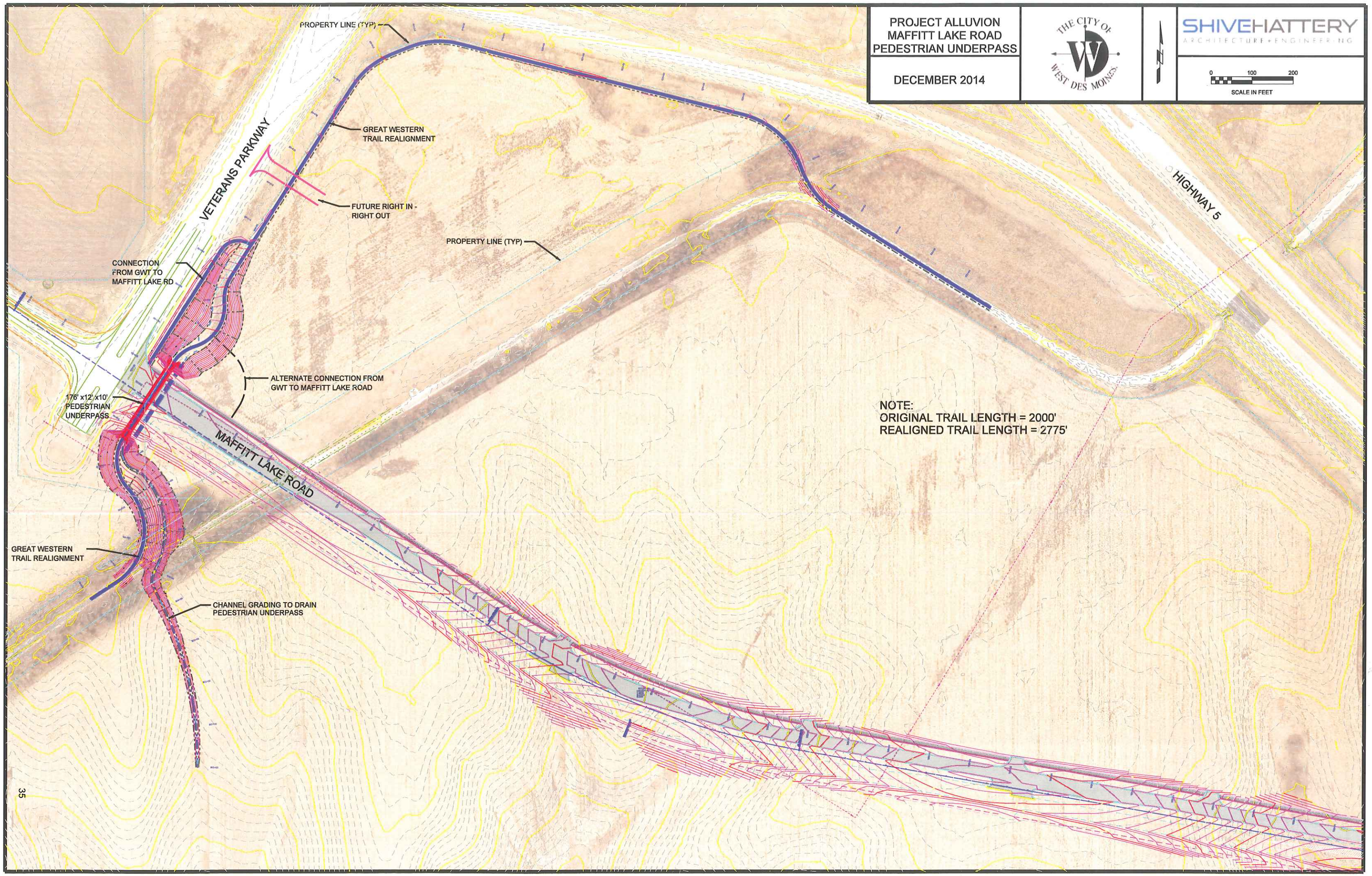
PROJECT ALLUVION
MAFFITT LAKE ROAD
PEDESTRIAN UNDERPASS

DECEMBER 2014

THE CITY OF WEST DES MOINES

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

0 100 200
SCALE IN FEET

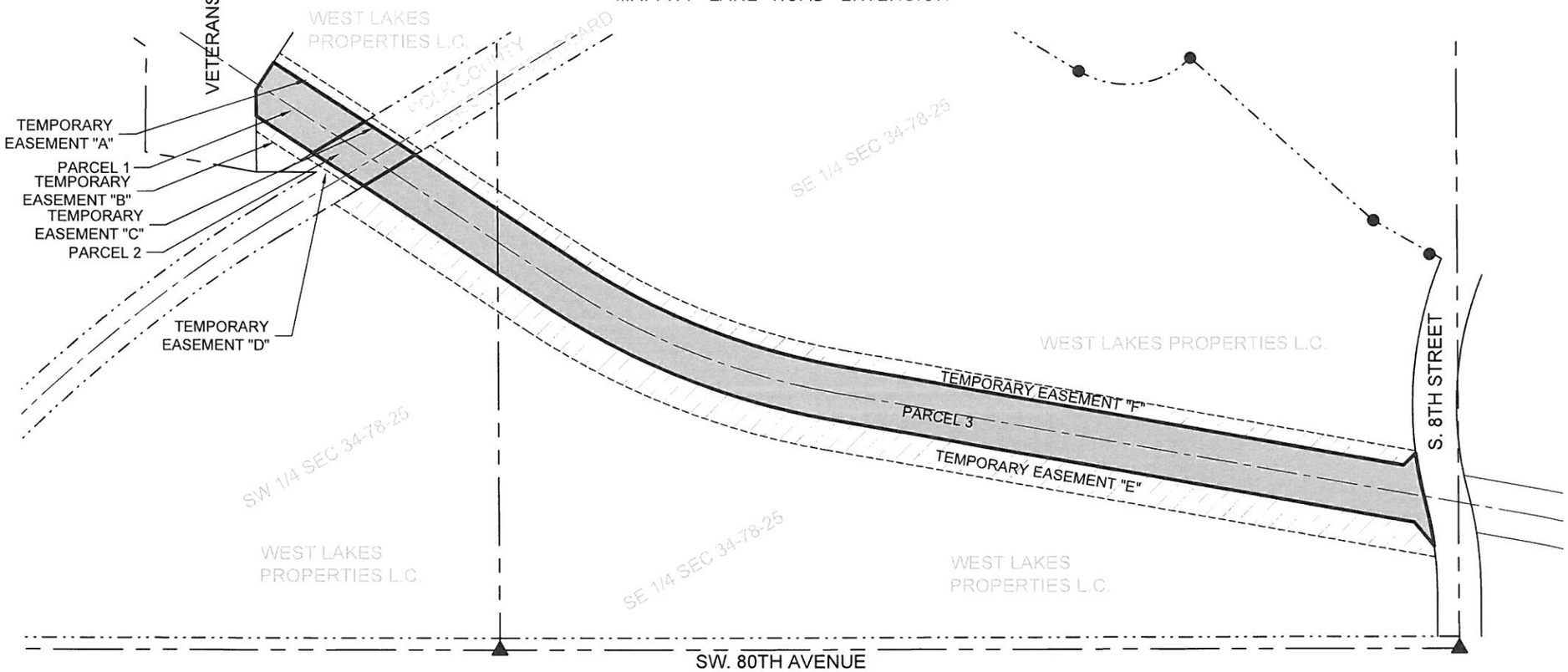


NOTE:
ORIGINAL TRAIL LENGTH = 2000'
REALIGNED TRAIL LENGTH = 2775'

PREPARED BY AND RETURN TO: SHIVE-HATTERY, INC., 4125 WESTOWN PARKWAY, SUITE 100, WEST DES MOINES, IOWA 50266-6748

ACQUISITION PLAT AND TEMPORARY EASEMENT

KEY MAP
MAFFITT LAKE ROAD EXTENSION



LEGEND:

- MONUMENT FOUND AS NOTED
- PROPOSED MONUMENT
- SECTION LINE
- EXISTING ROW LINE PREVIOUS
- ROW LINE TEMPORARY
- EASEMENT LINE
- LOT LINES
- ACQUISITION AREA
- TEMPORARY EASEMENT AREA

0 150 300 600
SCALE IN FEET

CLIENT: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50265
(515) 222-3620

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

ACQUISITION PLAT AND TEMPORARY EASEMENT
KEY MAP
WEST DES MOINES, IOWA

DATE	11/04/2014	SCALE	1"=300'
DRAWN	MBB	FIELD BOOK	
APPROVED		REVISION	

PROJECT NO. 414311-0

SHEET NO. 1 OF 1

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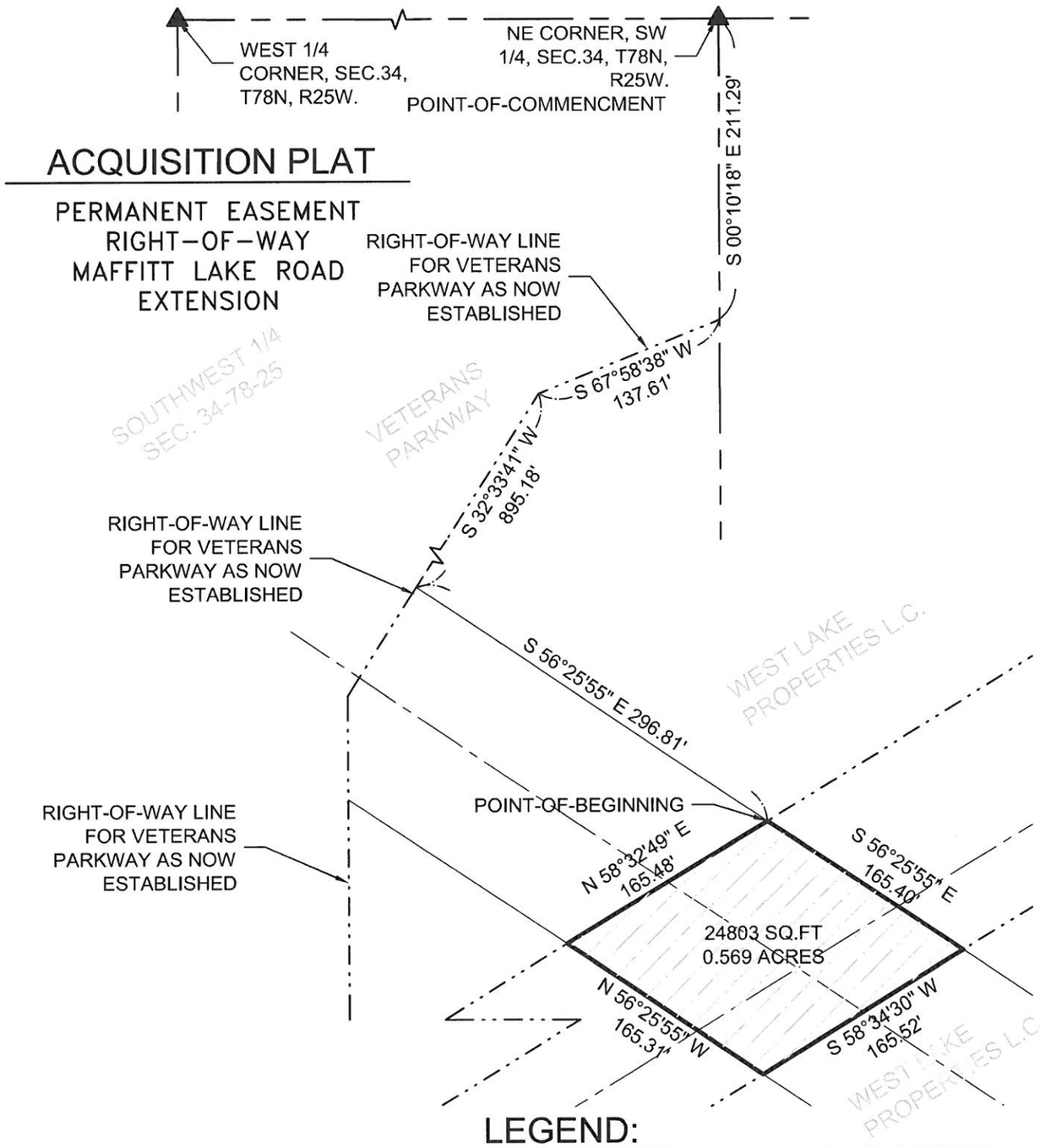
Last Modified: Nov. 05, 14 - 17:26

Drawing: P:\Projects\DM\4143110\Deliverables\Drawings\dwg\Acquisition Plats\ACQ-002rev.dwg ;ACQ-02 1 OF 2
Last Modified: Nov. 04, 14 - 16:13

PREPARED BY AND RETURN TO: SHIVE-HATTERY, INC., 4125 WESTOWN PARKWAY, SUITE 100, WEST DES MOINES, IOWA 50266-6748



LEGEND:

MONUMENT FOUND AS NOTED	●
PROPOSED MONUMENT	○
SECTION LINE	
EXISTING ROW LINE PREVIOUS	
ROW LINE TEMPORARY	
EASEMENT LINE	
LOT LINES	
ACQUISITION AREA	

0 150 300 600
SCALE IN FEET

CLIENT: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50265
(515) 222-3620

LICENSED LAND SURVEYOR
MURRAY B. BERTING
13148
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.

SIGNATURE: DATE:

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2014

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: 1 OF 2
2 OF 2

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

ACQUISITION PARCEL 3
POLK COUNTY CONSERVATION BOARD
WEST DES MOINES, IOWA

PROJECT NO. 4143110

DATE	11/04/2014	SCALE	1"=100'
DRAWN	JWW	FIELD BOOK	
APPROVED	MBB	REVISION	

SHEET NO. 1 OF 2

PREPARED BY AND RETURN TO: SHIVE-HATTERY, INC., 4125 WESTOWN PARKWAY, SUITE 100, WEST DES MOINES, IA 50266-6748

ACQUISITION PLAT

PERMANENT EASEMENT RIGHT–OF–WAY
MAFFITT LAKE ROAD EXTENSION

PARCEL 3 - PERMANENT EASEMENT RIGHT-OF-WAY DESCRIPTION:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P. M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4;

THENCE NORTH 00°09'55" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW 80TH AVENUE;

THENCE SOUTH 89°53'05" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S. 8TH STREET AS PRESENTLY ESTABLISHED;

THENCE NORTH 00°00'05" EAST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 125.40 FEET TO THE BEGINNING OF A CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 957.00 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 124.42 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 03°43'18" WEST AND A CHORD DISTANCE OF 124.33 FEET, TO THE **POINT-OF-BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND ALONG SAID CURVE A DISTANCE OF 120.04 FEET, SAID CURVE HAVING A CHORD BEARING NORTH 11°02'23" WEST AND A CHORD DISTANCE OF 119.96 FEET, TO THE BEGINNING OF A REVERSE CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 1077.10 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 142.13 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 10°50'53" WEST AND A CHORD DISTANCE OF 142.03 FEET TO THE BEGINNING OF A CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 957.00 FEET;

THENCE SOUTH 45°57'05" WEST FOR A DISTANCE OF 46.93 FEET;

THENCE NORTH 79°57'56" WEST FOR A DISTANCE OF 1571.82 FEET, TO THE BEGINNING OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 1925.00 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 790.67 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 68°11'55" WEST AND A CHORD DISTANCE OF 785.13 FEET;

THENCE NORTH 56°25'55" WEST, FOR A DISTANCE OF 530.71 FEET TO A POINT ON THE FORMER RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 58°34'30" WEST, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 165.52 FEET;

THENCE SOUTH 56°25'55" EAST, FOR A DISTANCE OF 600.68 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 2075.00 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 852.29 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 68°11'55" EAST AND A CHORD DISTANCE OF 846.31 FEET;

THENCE SOUTH 79°57'56" EAST, FOR A DISTANCE OF 1628.31 FEET;

THENCE SOUTH 38°48'55" EAST, FOR A DISTANCE OF 86.07 FEET TO THE POINT OF BEGINNING

CONTAINING 456,397 SQUARE FEET (10.477 ACRES) MORE OR LESS.

CLIENT: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50265
(515) 222-3620

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

ACQUISITION PARCEL 3
POLK COUNTY CONSERVATION BOARD
WEST DES MOINES, IOWA

DATE	11/04/2014	SCALE	
DRAWN	JWW	FIELD BOOK	
APPROVED	MBB	REVISION	

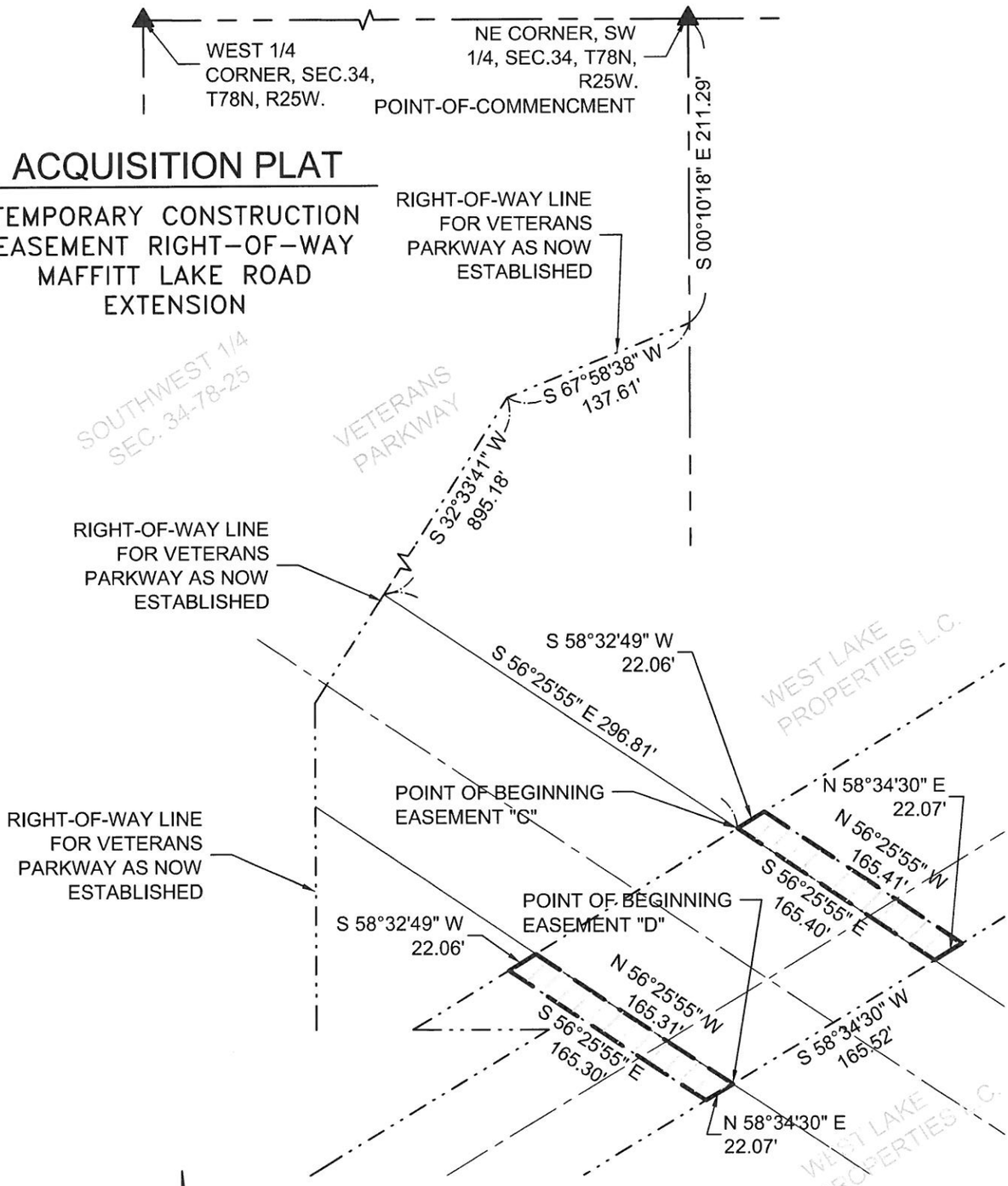
PROJECT NO. 4143110

SHEET NO. 2 OF 2

PREPARED BY AND RETURN TO: SHIVE-HATTERY, INC., 4125 WESTOWN PARKWAY, SUITE 100, WEST DES MOINES, IOWA 50266-6748

ACQUISITION PLAT

TEMPORARY CONSTRUCTION EASEMENT RIGHT-OF-WAY MAFFITT LAKE ROAD EXTENSION



LEGEND:

MONUMENT FOUND AS NOTED	●
SECTION LINE	
EXISTING ROW LINE PREVIOUS	
EASEMENT LINE	
LOT LINES	
EASEMENT AREA	

0 150 300 600

SCALE IN FEET

CLIENT: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50265
(515) 222-3620

LICENSED LAND SURVEYOR
MURRAY B. BERTING
13148
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.

SIGNATURE: DATE:

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2014

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: 1 OF 2
2 OF 2

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

TEMPORARY CONSTRUCTION EASEMENT C & D POLK COUNTY CONSERVATION BOARD WEST DES MOINES, IOWA				PROJECT NO. 4143110
DATE	11/04/2014	SCALE	1"=100'	SHEET NO.
DRAWN	JWW	FIELD BOOK		1 OF 2
APPROVED	MBB	REVISION		

PREPARED BY AND RETURN TO: SHIVE-HATTERY, INC., 4125 WESTOWN PARKWAY, SUITE 100, WEST DES MOINES, IA 50266-6748

TEMPORARY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT
MAFFITT LAKE ROAD EXTENSION

LEGAL DESCRIPTION

EASEMENT "C" - TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P. M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4;

THENCE SOUTH 00°10'18"" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 211.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE FOR VETERANS PARKWAY AS NOW ESTABLISHED;

THENCE SOUTH 67°58'38" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 137.61 FEET;

THENCE SOUTH 32°33'41" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 895.18 FEET;

THENCE SOUTH 56°25'55" EAST, FOR A DISTANCE OF 296.81 FEET, TO A POINT ON THE NORTHERLY LINE OF THE FORMER RAILROAD RIGHT-OF-WAY THE **POINT-OF-BEGINNING**;

THENCE SOUTH 56°25'55" EAST, FOR A DISTANCE OF 165.40 FEET TO A POINT ON THE SOUTHERLY LINE OF THE FORMER RAILROAD RIGHT-OF-WAY;

THENCE NORTH 58°34'30" EAST, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 22.07 FEET;

THENCE NORTH 56°25'55" WEST, FOR A DISTANCE OF 165.41 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE FORMER RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 58°32'49" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 22.06 FEET TO THE **POINT-OF-BEGINNING**.

CONTAINING 3,308 SQUARE FEET (0.076 ACRES) MORE OR LESS.

EASEMENT "D" - TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P. M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4;

THENCE SOUTH 00°10'18"" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 211.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE FOR VETERANS PARKWAY AS NOW ESTABLISHED;

THENCE SOUTH 67°58'38" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 137.61 FEET;

THENCE SOUTH 32°33'41" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 895.18 FEET;

THENCE SOUTH 56°25'55" EAST, FOR A DISTANCE OF 296.81 FEET;

THENCE CONTINUING SOUTH 56°25'55" EAST, FOR A DISTANCE OF 165.40 FEET TO A POINT ON THE SOUTHERLY LINE OF THE FORMER RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 58°34'30" WEST, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 165.52 FEET TO THE **POINT-OF-BEGINNING**;

THENCE CONTINUING SOUTH 58°34'30" WEST, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 22.07 FEET;

THENCE NORTH 56°25'55" WEST, FOR A DISTANCE OF 165.30 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE FORMER RAILROAD RIGHT-OF-WAY;

THENCE NORTH 58°32'49" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 22.06 FEET;

THENCE SOUTH 56°25'55" EAST, FOR A DISTANCE OF 165.31 FEET TO THE **POINT-OF-BEGINNING**.

CONTAINING 3,306 SQUARE FEET (0.076 ACRES) MORE OR LESS.

CLIENT: CITY OF WEST DES MOINES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50265
(515) 222-3620

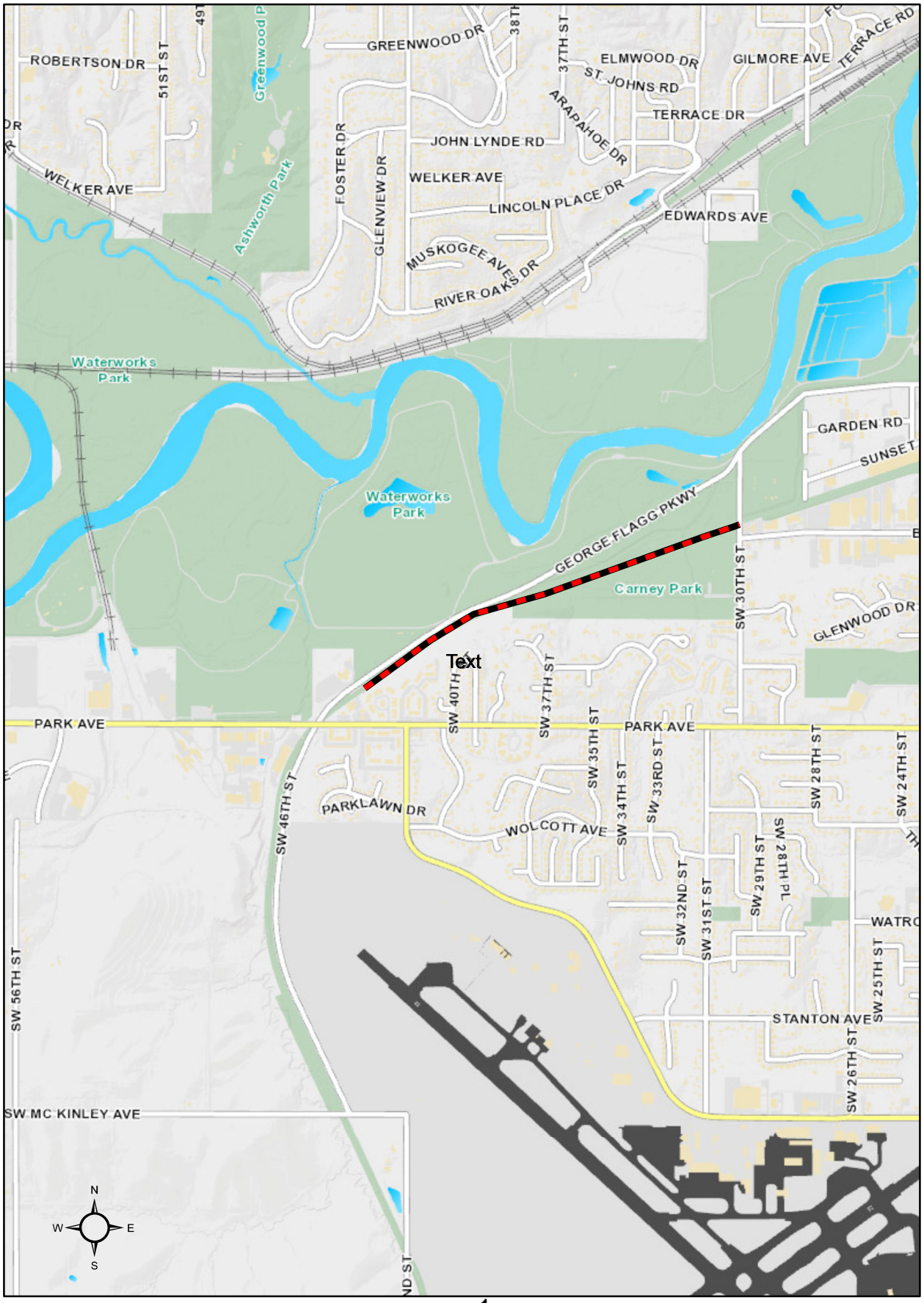
SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

ACQUISITION PARCEL 2
POLK COUNTY CONSERVATION BOARD
WEST DES MOINES, IOWA

PROJECT NO. 4143110

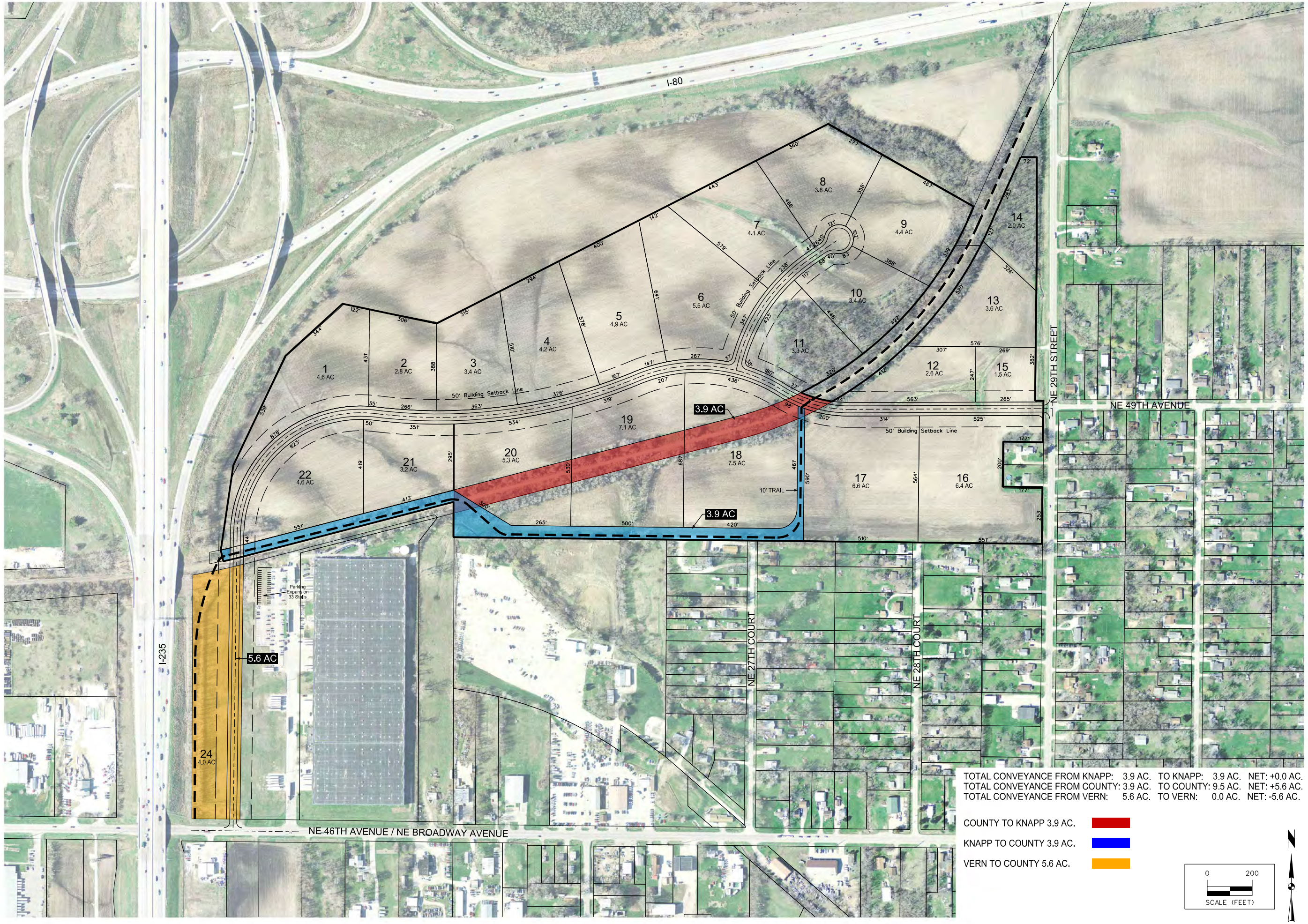
DATE	11/04/2014	SCALE	
DRAWN	JWW	FIELD BOOK	
APPROVED	MBB	REVISION	

SHEET NO. 2 OF 2


ROBERTSON DR
51ST ST
Greenwood P
GREENWOOD DR
38TH
37TH ST
ELMWOOD DR
GILMORE AVE
TERRACE RD
ST JOHNS RD
ARAPAHOE DR
TERRACE DR
JOHN LYNDE RD
WELKER AVE
FOSTER DR
GLENVIEW DR
WELKER AVE
LINCOLN PLACE DR
EDWARDS AVE
Ashworth Park
MUSKOGEE AVE
RIVER OAKS DR
Waterworks Park
GARDEN RD
SUNSET
Waterworks Park
GEORGE FLAGG PKWY
Carney Park
SW 30TH ST
GLENWOOD DR
Text
SW 40TH
SW 37TH ST
PARK AVE
PARK AVE
SW 35TH ST
SW 33RD ST
SW 28TH ST
SW 24TH ST
SW 46TH ST
PARKLAWN DR
WOLCOTT AVE
SW 34TH ST
SW 29TH ST
SW 28TH PL
SW 32ND ST
SW 31ST ST
WATRO
SW 56TH ST
STANTON AVE
SW 25TH ST
SW 26TH ST
SW MC KINLEY AVE
N
W
E
S

1

Miles



TOTAL CONVEYANCE FROM KNAPP: 3.9 AC. TO KNAPP: 3.9 AC. NET: +0.0 AC.
TOTAL CONVEYANCE FROM COUNTY: 3.9 AC. TO COUNTY: 9.5 AC. NET: +5.6 AC.
TOTAL CONVEYANCE FROM VERN: 5.6 AC. TO VERN: 0.0 AC. NET: -5.6 AC.

COUNTY TO KNAPP 3.9 AC.
KNAPP TO COUNTY 3.9 AC.
VERN TO COUNTY 5.6 AC.

0 200
SCALE (FEET)

MARK	REVISION	DATE	BY

Engineer: BKC | Checked By: MAW | Scale: 1"= 200'
Technician: AWS | Date: 01-15-13 | Field Bk: | Pg:

Project No: 1130062 | Sheet 1 of 1

POLK COUNTY, IOWA

TONINI BUSINESS PARK

CONCEPT C

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1130062
Sheet 1 of 1

Y:\print_drivers\Color VBS\colorstel\tecgirl2.pltcfg
Concept B
1:1000
7/2/2014
9:39:39 AM
AWS
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SNYDER & ASSOCIATES, INC.
Engineers and Planners

STANDARD PROFESSIONAL SERVICES AGREEMENT
(Short Form)

NOW ON THIS ____ day of _____, 20 14 , **Snyder & Associates, Inc.,** 2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and Polk County Conservation Board, 11407 NW Jester Park Drive, Granger, IA 50109 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Right of Way Services - Chichaqua Valley Trail
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION: In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A

Exhibit

Exhibit

Exhibit

_____**(Client)**

By:_____
(Authorized agent)

_____
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By:_____
(Authorized agent)

Mark A. Land, P.E., CFM
(Printed or typed signature)

Route executed copy to:

44

EXHIBIT A

SCOPE OF SERVICES TO
STANDARD PROFESSIONAL SERVICES AGREEMENT

DESCRIPTION OF WORK

PREPARATION OF ACQUISITION PLAT

Professional will provide an Acquisition Plat in accordance with the Iowa Code. This service includes, a certified drawing at a suitable scale depicting the need(s) of the project. Four original sign Plats will be provided to Client for the recording of the Acquisition Plat with the Polk County Recorder's Office. Monuments will be set at locations shown on the Acquisition Plats as required by Iowa Code. An estimated one plat will be needed for this project.

FEE FOR PLAT PREPARATION SERVICES.....LUMP SUM $1,400

RIGHT OF WAY SERVICES

1. SCOPE OF SERVICES. Professional will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the Client all of the necessary easements and/or real property parcels needed for the Project. Mary Ann Carnock and Brian DePrez are employees of Professional, and are state of Iowa licensed real estate sales persons with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of Professional. Mary Ann Carnock and/or Brian DePrez will be designated as "Appointed Agent" and will represent the Client in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. Client shall also be a Client of Appointed Agent.

   Client does hereby request Appointed Agent to select, prepare and complete form documents for use incident as to a residential real estate transaction of four units or less. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing;(2) groundwater hazard statements; and (3) declaration of value forms.

   IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

1.1. Attend initial project meetings with the representatives of Client to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;

1.2. Complete a parcel file for each property involved with the Project in accordance with the needs of Client and/or the Project requirements;

1.3 Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by Client;

1.4 Retain and coordinate the services of Commercial Appraisers of Iowa (hereinafter referred to as "Appraiser") who, subject to the approval of the Client, will be a sub-consultant to Professional. The Appraiser will prepare appraisals and/or Project Data Books, as needed. The Appraisers' work will be reviewed by a second party identified as: People's Company of Iowa, or other appraiser as approved by the Client and as required by Local, State and /or Federal Right-of-Way acquisition procedures. The Appraiser will prepare, sign and furnish to the Professional and Client appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The Client will review and forward written approval of all findings by the Appraiser;

1.5 Retain and coordinate the services of an abstractor, who will be a Sub-consultant to Professional,

1.6 Use acquisition forms and documents provided by Client or prepare acquisition documents under the direction, review and approval of the Client's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by Client's attorney, and (7) release of tenant interest and leasehold claims;

1.7 Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.

1.8 Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the Professional , negotiations have reached an impasse;

1.9 Notify the Client of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the Client is to condemn, the Professional will deliver as much of the file to the Client as is necessary for the Client's condemnation attorneys to begin preparation for the condemnation of the parcel. The Client will provide written notice to the parties that the parcel is being prepared for condemnation. The Professional, when notified in writing by the Client, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by Client to continue as additional services.

2. INDEPENDENT CONTRACTOR. All labor, material and equipment necessary to complete the Work shall be provided by Professional as an independent contractor. Professional shall be solely responsible for the means and methods used to complete the Work. All Services to be performed by Professional shall be

performed by competent licensed (when required) personnel. Professional is not an employee of or in a joint venture with Client.

3. CLIENT'S RESPONSIBILITIES. Client understands and agrees that it will be responsible for and in a timely manner:

3.1 Provide to Professional all known and existing plans, specifications and data pertaining to the project that may affect Professional's Services to be provided. Unless otherwise noted by Client, Professional may rely upon the plans, specifications and data provided being accurate and complete;

3.2 Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;

3.3 Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of Client's attorney to supervise, review and approve any and all legal documents prepared by Professional.

3.4 Coordinate the timing and sequence of Professional's Services with the Services of others to the Project; and,

3.5 Make interim and final decisions utilizing information provided by Professional.

4. CONFIDENTIALITY and NONDISLOSURE. All information disclosed by one party to the other and identified prior to disclosure that such information is "CONFIDENTIAL" shall be treated by the receiving party as "Confidential Information", unless said information was all ready known to the receiving party; was in the public domain prior to disclosure; becomes part of the public domain through no fault of the receiving party; or is hereafter obtained in good faith by the receiving party from a third party having bona fide rights to furnish such information without a binder of secrecy.

4.1 The receiving party will limit its disclosure of the Confidential Information to those employees who are required to have such information in the performance of their duties and all such employees shall be made aware of the terms of this Confidentiality and Nondisclosure section.

4.2. This Nondisclosure agreement does not place a restriction on any disclosure of Confidential Information by the receiving party that the receiving party is legally required to make. In the event the receiving party is requested or required to disclose any Confidential Information, the receiving party shall promptly notify the other party of such request or requirement prior to disclosure.

5. OWNERSHIP OF DOCUMENTS. All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the Professional are acknowledged by Client to be instruments of service and shall remain the property of the Professional.

5.1 Upon full payment of all monies due to Professional under the terms of this Agreement, the Professional grants to Client and to the Owner of the Project a

nonexclusive license to reproduce the Professional 's parcel file for each parcel at Client's cost.

5.2. The Client and/or the Owner of the Project shall not reuse or make any modification to the Instruments of Service without the prior written consent of the Professional.

6. ELECTRONIC MEDIA FILES. Professional is not required to allow transfer of its electronic media files. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file. A copy of the "Electronic Media Transfer Agreement" will be made available to Client upon Client's request.

7. TERM. The term of this Agreement shall commence upon the signing of this Agreement by both parties and shall end upon the completion of the Scope of Services set forth herein, unless sooner terminated by either party as may be permitted herein.

8. STANDARD OF CARE. In providing services under this Agreement, the Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

9. TIMELINESS OF PERFORMANCE. The Professional will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

10. CODE COMPLIANCE. The Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations affecting the Project. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

11. TERMINATION. Either party may terminate this Agreement by giving the other party a written 10 days notice of its intent to terminate. Client shall pay for all services rendered and all reimbursable costs incurred by Professional up to the date of termination. Final payment to Professional shall be made within 30 days of the final invoice date.

FEE FOR RIGHT OF WAY SERVICES.....Hourly, Not to Exceed $10,500 per Parcel

Total fees of services shall not exceed the above amounts without approval of the CLIENT. Anytime the PROFESSIONAL anticipates that actual costs will exceed estimated engineering costs, he shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

EXHIBIT B

SNYDER & ASSOCIATES, INC.
2014-15
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal	$169.00-179.00	/hour
Senior	$150.00	/hour
VIII	$141.00	/hour
VII	$134.00	/hour
VI	$129.00	/hour
V	$121.00	/hour
IV	$110.00	/hour
III	$99.00	/hour
II	$92.00	/hour
I	$79.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	$108.00	/hour
Senior	$104.00	/hour
VIII	$97.00	/hour
VII	$89.00	/hour
VI	$79.00	/hour
V	$72.00	/hour
IV	$66.00	/hour
III	$55.00	/hour
II	$46.00	/hour
I	$41.00	/hour
Administrative		
II	$55.00	/hour
I	$45.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

2014- 2015 Revenue Budget

- as of 12/31/14 (50% 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	$ 13,108	$ (8,108)	262.2%
6006	Environmental Ed	$ 62,500	$ 8,455	$ 54,045	13.5%
6009	Natural Resources	$ 81,710	$ 27,129	$ 54,581	33.2%
6101	Administration	$ 180,600	$ 77,223	$ 103,377	42.8%
6103	Community Outreach	$ 250	$ 250	$ -	0.0%
6104	Conservation Grants	$ -	$ -	$ -	0.0%
6110	Parks Advocacy Unit	$ 410,800	$ 235,957	$ 174,843	57.4%
6119	Construction/Maint.	$ -	$ 99	$ (99)	0.0%
6124	Equestrian Center	$ 315,000	$ 124,371	$ 190,629	39.5%
Sub-Total - General Fund 1		**$ 1,055,860**	**$ 486,593**	**$ 569,267**	**46.1%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 156,400**	**$ 171,710**	**$ (15,310)**	**109.8%**
Reserve - Fund 50					
0210-0214	**Special Projects**	**$ -**	**$ -**	**$ -**	**0.0%**
Bond - Fund 51					
0210	**Water & Land Dev & Trails**	**$ 2,812,300**	**$ 1,047,980**	**$ 1,764,320**	**37.3%**
Conservation Enterprises - Fund 286					
6121	Golf Course	$ 214,400	$ 139,324	$ 75,076	65.0%
6123	JP Cabins	$ -	$ 31,510	$ (31,510)	#DIV/0!
Sub-Total - Enterprises Fund 286		**$ 214,400**	**$ 170,834**	**$ 43,566**	**79.7%**
Grand Total - Conservation		**$ 4,238,960**	**$ 1,877,118**	**$ 2,361,842**	**44.3%**

2014- 2015 Expense Budget

- as of 12/31/14 (50% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Infrastructure	$ -	$ -	$ -	#DIV/0!
0213	Equipment	$ 158,500	$ 161,650	$ (3,150)	102.0%
6006	Environmental Ed	$ 383,905	$ 206,063	$ 177,842	53.7%
6009	Natural Resources	$ 666,102	$ 362,797	$ 303,305	54.5%
6101	Administration	$ 1,069,439	$ 549,559	$ 519,880	51.4%
6103	Community Outreach	$ 215,955	$ 102,337	$ 113,618	47.4%
6104	Conservation Grants	$ -	$ 41,012	$ (41,012)	#DIV/0!
6110	Parks Advocacy Unit	$ 465,610	$ 210,700	$ 254,910	45.3%
6119	Construction/Maint.	$ 1,118,674	$ 609,121	$ 509,553	54.5%
6124	Equestrian Center	$ 416,851	$ 331,230	$ 85,621	79.5%
Sub-Total - General Fund 1		**$ 4,495,036**	**$ 2,574,470**	**$ 1,920,566**	**57.3%**
General Supplemental - Fund 2					
All Units	**Benefits (IPERS/FICA/Ins, Etc.)**	**$ 1,019,911**	**$ 483,848**	**$ 536,063**	**47.4%**
Risk Management - Fund 3					
6100	**Insurance,Med., Work. Comp.**	**$ 96,300**	**$ 54,310**	**$ 41,990**	**56.4%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 147,856**	**$ 111,719**	**$ 36,137**	**75.6%**
Reserve - Fund 50					
0210-0214	**Trails, Special Projects**	**$ 490,000**	**$ 24,606**	**$ 465,394**	**5.0%**
Bond - Fund 51					
0210	**Water & Land Dev & Trails**	**$ 4,110,678**	**$ 4,545,943**	**$ (435,265)**	**110.6%**
Conservation Enterprises - Fund 286					
6121	Golf Course	$ 292,000	$ 18,159	$ 273,841	6.2%
6123	JP Cabins	$ -	$ 22,316	$ (22,316)	#DIV/0!
Sub-Total - Enterprises Fund 286		**$ 292,000**	**$ 40,476**	**$ 251,524**	**13.9%**
Grand Total - Conservation		**$ 10,651,781**	**$ 7,835,371**	**$ 2,816,410**	**73.6%**

PCWLL EXPENDITURES AS OF :

December 31, 2014

SUB-LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	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	$ -	$ (787,462)	$ 49,676	$ 924
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	$ 1,300,000	$ 1,935,769	$ 174,091	$ 1,499,767	$ 117,102	$ 175	$ (757,671)	$ 859,373	$ 477,445
C12-6213	CBG WELL REPLACEMENT	$ 73,859		$ 71,746	$ -	$ 71,746	$ 150	$ 1,963	$ -	$ 73,859	$ 0
C12-6214	CBG OBSERVATION DECK	$ 83,844		$ -	$ 11,200	$ 74,585	$ 11,200	$ -	$ -	$ 85,785	$ (1,941)
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	$ 450,000		$ -	$ -	$ 404,680	$ -	$ -	$ -	$ 404,680	$ 45,320
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		$ -	$ 736,922	$ -	$ 605,245	$ 3,955	$ (330,720)	$ 278,480	$ 2,125,720
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	$ 176,108	$ 903,781	$ 176,108	$ 3,762	$ -	$ 1,083,651	$ 16,881
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	$ 141,013		$ 1,043,238	$ 205,658	$ 831,572	$ 216,221	$ -	$ -	$ 1,047,793	$ (906,780)
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	$ -		$ -	$ 159,534	$ -	$ 12,624	$ -	$ -	$ 12,624	$ (12,624)
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	$ 854,903		$ 723,989	$ 132,209	$ 720,869	$ 136,036	$ 21,913	$ (200,000)	$ 678,818	$ 176,085
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	$ 81,179		$ -	$ 59,245	$ -	$ 56,662	$ 3,340	$ -	$ 60,002	$ 21,177
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	$ 410,000		$ 336,945	$ 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	$ 73,050	$ 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		$ 775,964	$ 112,525	$ 775,964	$ 112,507	$ 9,626	$ -	$ 898,097	$ (101,097)
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 :

December 31, 2014

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C12-6248	CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	$ 1,200		$ -	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200	$ -
C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	$ 90,700		$ 48,320	$ 5,000	$ 34,523	$ 5,000	$ 136	$ -	$ 39,659	$ 51,041
C12-6250	YB PREIST PROPERTY ACQUISITION	$ 1,500		$ -	$ -	$ -	$ -	$ 1,500	$ -	$ 1,500	$ -
C12-9999	MISC MINOR IMPROVEMENTS	$ 78,633		$ -	$ -	$ -	$ 20,150	$ 43	$ -	$ 20,193	$ 58,440
C13-6251	OVERALL PROGRAM MANAGEMENT	$ 40,000		$ -	$ 47,000	$ -	$ 36,399	$ -	$ -	$ 36,399	$ 3,602
C12-9999	CONSTRUCTION EQUIPMENT & SUPPLIES	$ 291,367		$ -	$ -	$ -	$ -	$ 291,367	$ -	$ 291,367	$ 0
C13-6252	EL LODGE CONSTRUCTION	$ 35,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,000
C13-6253	TM ACCESSIBLE TRAIL AROUND POND	$ 175,000		$ 90,357	$ -	$ 94,351	$ -	$ 70,803	$ -	$ 165,154	$ 9,846
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)
C13-6261	ANKENY HTT EXTENSION TO DSM	$ -	$ 900,000	$ -	$ -	$ -	$ -	$ 3,072,365	$ (1,382,500)	$ 1,689,865	$ (789,865)
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		$ -	$ 753,800	$ -	$ 191,048	$ -	$ -	$ 191,048	$ (166,048)
C14-6269	FDM OUTDOOR CLASSROOM	$ 11,201		$ -	$ 7,908	$ -	$ -	$ 7,660	$ -	$ 7,660	$ 3,541
C14-6270	EL COVERED BRIDGE IMPROVEMENTS	$ 40,000		$ 57,220	$ -	$ -	$ -	$ 2,867	$ -	$ 2,867	$ 37,133
C14-6271	CBG KAL-DEN FARMS PROPERTY	$ -	$ -	$ -	$ -	$ -	$ -	$ 143,590	$ -	$ 143,590	$ (143,590)
C14-6272	EL RAIN GARDENS	$ 10,000		$ -	$ -	$ -	$ -	$ 8,922	$ -	$ 8,922	$ 1,078
	LAND ACQUISITIONS	$ 246,323		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 246,323
	UP ANKENY-HTT CONNECTOR-ACQUISITION	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	GLW TRAIL CONNECTION TO MALLY'S	$ 33,800		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,800
		$ 13,969,680	**$ 2,200,000**	**$ 7,931,412**	**$ 3,465,938**	**$ 8,497,515**	**$ 2,363,758**	**$ 6,951,589**	**$ (3,810,627)**	**$ 14,002,236**	**$ 2,167,444**