



BOARD MEETING

February 8, 2012 - 5:30 p.m.

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

AGENDA

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

1) Opening Items

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

2) Consent Agenda Items

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

- a) **Action on Bill List:** approve the PCCB/Enterprise Fund January 2012 expenditures
- b) **PCCB Bylaws:** approve the PCCB Bylaws with proposed amendments
- c) **Mowing Services, Memorandum of Understanding:** approve authorizing PCCB Director to sign Memorandum of Understandings for mowing services and approve the payments from mowing services being used to supplement the Natural Resources budget with additional seasonal staff and supplies
- d) **Chemical Purchases, Roadsides/Park Areas:** approve the purchase of chemicals as highlighted on the presented recap form for unit prices as indicated
- e) **Eagle Roost Wildlife Area, Land Transfer:** ratify approving staff publishing notice of a public hearing at the PCCB's February 8, 2012 meeting regarding the transfer of property at Eagle Roost Wildlife Area to the Iowa Department of Transportation for construction of a bridge on Highway 65, in Section 21 T78N R23W in Polk County, Iowa
- f) **Renewal of Contract Services: Portable Toilets; Septic Tank/Vault Toilet/Grease Trap Pumping; Refuse Disposal; Park Beverage Vending Machines; Cleaning:** approve the annual renewal of the three year contracts for portable toilets to Jim's Johns; septic tank/vault toilet/grease trap pumping to Effluent dba Bob's Septic Tank & Mobile Toilet; refuse disposal to Waste Management; Park Beverage Vending Machines to Dr. Pepper Snapple Group, Inc.; and cleaning services to Midwest Janitorial Service, Inc.

- 3) **Public Hearing: Eagle Roost Wildlife Area, Land Transfer**
- 4) **PCCB Rules & Regulation Revision**
- 5) **Chichaqua Valley Trail, 28E Agreement – Jasper County**
- 6) **Great Western Trail, SW Connector**



BOARD MEETING

- PUBLIC COMMENTS
- STAFF REPORTS
- FINANCIAL REPORTS
- DISCUSSION & REMARKS
- ADJOURNMENT

1) Opening Items

a) Roll Call

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

The Polk County Conservation Board met in regular session on January 11, 2012. Minutes for the meeting are attached.

2) Consent Agenda Items

a) Action on the Bill List

January 2012 expenditures have been e-mailed to the Board for review.

STAFF RECOMMENDATION: That the Board approve the PCCB/Enterprise Fund January 2012 expenditures.

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.

At the January 2012 meeting staff did not propose any changes to the Bylaws. Staff has since asked Dan Flaherty, county attorney's office, to review Article X, sections e and f of the PCCB's Bylaws. Changes include adding additional Code of Iowa Chapters that relate to the handling of public improvements. A copy of the PCCB's Bylaws with proposed changes is attached.

STAFF RECOMMENDATION: That the Board approve the PCCB Bylaws with proposed amendments.

c) Mowing Services, Memorandum of Understanding

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

Our agreement which utilizes our boom mower (John Deere 6410 and Alamo Machete Mower) in return for payment has been successful. Although it is not a

money maker, it has allowed trails to have a consistent maintenance regime. Our current rate per hour is \$60.00

A sample Memorandum of Understanding is attached.

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

d) Chemical Purchases, Roadsides/Park Areas

Polk County Conservation prepared an Invitation to Bid to purchase chemicals for the 2012 Recreation Season. The attached recap represents the quotes for chemicals to be used by Natural Resources staff on PCCB properties. Bid quantities are estimates only and the Conservation Board reserves the right to purchase more or less than the quantity indicated on an "as needed basis" as stated in the bid packet.

Bid Packets were sent to three vendors and includes Crop Production Services (CPS), Van Diest Supply Co. and Vegetation Management. All three vendors responded with bids. On the attached bid recap, cells highlighted in yellow represent the lowest bid or my recommendation. Blue cells indicate a tie and it is our intent to purchase from one or both vendors depending on what's in the best interest of the PCCB.

In all but two instances, I am recommending going with the low bid per unit price. The first exception is accepting the bid for Brewer 90/10 over Alligare 90. Brewer 90/10 has a lower recommended use rate so it is actually cheaper to use than Alligare 90 even though it has a higher per unit cost. The second exception concerns the herbicide Milestone. The substitution by Vegetation Management is unacceptable because it doesn't have the same chemical makeup and cannot be used in the same manner because of label restrictions.

- Mark A. Dungan, Natural Resources
Manager

STAFF RECOMMENDATION: That the Board approve the purchase of chemicals as highlighted on the presented recap form for unit prices as indicated.

e) Eagle Roost Wildlife Area, Land Transfer

The Iowa Department of Transportation (IDOT) is in the process of building a new bridge on Hwy. 65 as it passes through the Eagle Roost Wildlife Area property that the IDOT recently gifted to us. The IDOT has requested that we transfer a small portion back to them to allow for the construction of this bridge. Due to the timing being such that there was a need to expedite this transfer, the Board was polled for approval to publish notice of a public hearing at the PCCB's February 8, 2012 meeting.

When polled, the Board approved publishing notice for the public hearing on the land transfer related to PCCB's Eagle Roost property. The Board now must ratify that action at this meeting.

STAFF RECOMMENDATION: That the Board ratify approving staff publishing notice of a public hearing at the PCCB's February 8, 2012 meeting regarding the transfer of property at Eagle Roost Wildlife Area to the Iowa Department of Transportation for construction of a bridge on Highway 65, in Section 21 T78N R23W in Polk County, Iowa.

f) Renewal of Contract Services: Portable Toilets; Septic Tank/Vault Toilet/Grease Trap Pumping; Refuse Disposal; Park Beverage Vending Machines; Cleaning

PCCB needs to take action on three year contracts with annual renewable terms. Therefore, we are asking that the PCCB approve the continuation of the three year contracts on the following items:

Portable Toilets – Vendor: Jim's Johns
Septic Tank/Vault Toilet/Grease Trap Pumping – Vendor: Effluent dba Bob's Septic Tank & Mobile Toilet
Refuse Disposal – Vendor: Waste Management
Park Beverage Vending Machines – Vendor: Dr. Pepper Snapple Group, Inc (Cadbury-Schweppes Bottling Group)

This is the second year for all of these contracts.

The contract for cleaning services at the PCCB Administration Office and at the Jester Park Equestrian Center is held by Midwest Janitorial Service, Inc. Staff is recommending approval of this three year contract also. This contract is in the third year.

STAFF RECOMMENDATION: That the PCCB approve the annual renewal of the three year contracts for portable toilets to Jim's Johns; septic tank/vault toilet/grease trap pumping to Effluent dba Bob's Septic Tank & Mobile Toilet; refuse disposal to Waste Management; Park Beverage Vending Machines to Dr. Pepper Snapple Group, Inc.; and cleaning services to Midwest Janitorial Service, Inc.

3) Public Hearing: Eagle Roost Wildlife Area, Land Transfer

A public hearing will be held at the meeting on determining the transfer of property at Eagle Roost Wildlife Area to the Iowa DOT for construction of a bridge on Highway 65, in Section 21 T78N R23W in Polk County, Iowa. (maps attached)

If the Board determines this property is no longer needed for park purposes, the Board is requested to approve the PCCB Chair signing the following Resolution:

RESOLUTION

Moved by _____ That the following resolution be adopted:

WHEREAS, the Iowa Department of Transportation (IDOT) needs to acquire five tracts of land totaling 15.98 acres in fee title and a 2.38 acre tract for temporary easement to remove portions of the U.S. Highway 65 road embankment in order to construct dual overflow bridges within the Des Moines River floodplain, which is located in the Eagle Roost Wildlife Area, owned and managed by Polk County and the Polk County Conservation Board; and

WHEREAS, Polk County Conservation Board at its official meeting February 8, 2012 determined that the 15.98 acre property and a temporary easement on an additional 2.35 acres was no longer necessary for park purposes and that the properties set forth in the attached documents) should be conveyed; and

WHEREAS, the IDOT has offered as compensation for the above properties the management of an additional 138 acres of adjacent lands as conservation lands; and

WHEREAS, Polk County Conservation Board at its official meeting on February 8, 2012 recommends to the Board of Supervisors that title to 15.98 acres and a temporary easement of 2.35 acres, which is no longer necessary for park purposes, be granted to the IDOT at Eagle Roost Wildlife Area; and

NOW THEREFORE, BE IT RESOLVED that The Polk County Conservation Board asks that the Polk County Board of Supervisors convey the property to the State of Iowa.

POLK COUNTY CONSERVATION BOARD

Tom Levis, Chair

STAFF RECOMMENDATION: That the Board approve the PCCB Chair signing the presented Resolution related to the transfer of land at Eagle Roost Wildlife Area.

4) PCCB Rules & Regulation Revision

Occasionally staff will encounter an individual or group that is over harvesting a resource within one of our parks. Most often we can explain that the harvest of fish, nuts, berries, etc. are allowed for personal consumption if the parent plant or resource is not harmed.

Recently we have encountered a situation where the harvest of an animal and or plant part (nut) is being done for commercial reasons. One such situation was the harvest of turtles at Chichaqua under a commercial license issued by the IA Department of Natural Resources. The individual was removing hundreds of pounds of turtle and while it was legal and he had a proper license it was, in the opinion of staff, not a sustainable harvest.

We lack the correct tools to forbid such harvest and prevent exploitation of the resource.

In order to change a rule in effect for an established park, we must hold a public hearing and that requires public notice.

Staff would like to formulate an appropriate rule and return that item to the Board for consideration at one of the next two meetings. It may take more time to do the research than one month would allow therefore we would ask that the resolution to publish a notice cover the both the months of March and April.

STAFF RECOMMENDATION: That the Board direct staff to publish notice of a public hearing on revision to the PCCB's Rules and Regulations relating to the harvesting of animals, fish, nuts, berries, etc. to be held at a future Board meeting and return the recommended Rule to the Board at that meeting for consideration.

5) Chichaqua Valley Trail, 28E Agreement – Jasper County

The Chichaqua Valley Trail (CVT) incurred damage in 2010 from the record flooding that impacted Central Iowa. Those impacts severed the trail at multiple points as well as eroded the embankments and damaged the drainage structures.

Staff has worked with FEMA to arrange funding for the repair of the trail and with Snyder and Associates to design the necessary repairs.

It appears that the FEMA process may be nearing an endpoint and funding should be available in the near future. It would be prudent for Polk County Conservation to be prepared to act upon that approval.

The damaged trail is located on both sides of the Polk/Jasper County Line. The repair of our trail on the east side of the Skunk River Channel is only possible by accessing it across the damaged Jasper County owned trail from Valaria west to the river. It is logical and economical that the repairs on the damaged sections in both counties be undertaken as one contract. Staff feels it is in both counties best interest if Polk County contracts for and administers the joint project.

Staff has prepared a 28E agreement detailing the process and the responsibilities of both parties. Counsel for both Jasper County and Polk County have reviewed and approve the document as written (copy attached). Having the agreement in place will allow us to act quickly when the funding is finally committed and documented.

STAFF RECOMMENDATION: That the Board authorizes the PCCB Chair to sign and for staff to later record the 28E agreement between Polk County Conservation Board and Jasper County Conservation Board detailing the process and the responsibilities of both parties relating to repairs to the Chichaqua Valley Trail due to the 2010 flood as presented.

6) Great Western Trail, SW Connector

Polk County Conservation (PCCB) has been working with Knapp Properties for over three years regarding their request to re-route the existing Great Western Trail across the property in the southeast quadrant of the Hwy 5 and Southwest Connector interchange. A major factor in the discussions is West Des Moines' planned extension of Maffit Lake Road across the property. When this street is constructed there will need to be a crossing provided for the Great Western Trail, whether it is re-routed or not. A part of the earlier discussions were that Knapp Properties were offering to provide for a minor trailhead facility in the southwest corner of their property off County Line Road.

As discussions continued the fact that the Maffit Lake Road extension is planned to be an arterial four lane divided roadway was recognized. This created increased concerns for providing for a safe trail crossing across Maffit Lake Road. An alternative route was proposed that would relocate the Trail along the perimeter of the Knapp Property adjacent to Hwy 5 and the SW Connector. This route would provide for a safer trail crossing at the intersection of the SW Connector and Maffit Lake Road where controlled traffic lights would be provided. As part of this alternative Knapp Properties would provide property north of Hwy 5 for development of a trailhead and would construct a paved parking lot.

An additional concern has arisen in Knapp Properties proposal to include an entrance off of the SW Connector which would be a "right in - right out" only due to the SW Connector being a divided road at this location. The concern centers on the potential for heavy ingress and egress traffic levels with limited visibility and awareness of trail users crossing the entrance road. Alternative designs for the trail crossing are being considered including offsetting the crossing further from the SW Connector and requiring a "speed table" that would provide an elevated trail crossing. This "speed table" would significantly increase the vehicle driver's awareness of the trail crossing as they approach the crossing.

As discussions continued between all parties, a letter was sent to Knapp Properties on December 12, 2011 outlining our concerns (copy of letter attached). It is our intention to continue to work towards a mutually acceptable agreement between all parties involved that provides for safe and enjoyable public use of the trail while protecting the interest of Polk County.

Attached are drawings of 2008 proposal/entrance and drawings of the current proposal/entrance.

STAFF RECOMMENDATION: The Board recommends the Director to proceed with negotiations leading up to the development of a 28E agreement between Knapp Properties, the City of West Des Moines and the Polk County Conservation Board for the relocation of the Great Western Trail subject to the items listed in the December 12, 2011 letter from the Director to Knapp Properties being addressed.

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, January 11, 2012. The meeting was called to order at 5:32 p.m.

#1a – Roll Call

Board Present: Levis, Cataldo, Hadden, McEnany, Smith (arrived at 5:36 p.m.)
Board Absent: Smith (absent at time of roll call)

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

IT WAS MOVED BY MCENANY THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE DECEMBER 14, 2011 MEETING MINUTES AS WRITTEN.

VOTE YEA: LEVIS, CATALDO, HADDEN, MCENANY

#2 – Consent Agenda Item

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

A) PCCB/ENTERPRISE FUND DECEMBER 2011 EXPENDITURES;

B) PCCB BYLAWS.

VOTE YEA: CATALDO, HADDEN, MCENANY, LEVIS

#3 – Public Hearing & Award of Bid: Equestrian Trail Enhancements at Jester Park

Chair Levis declared the meeting to be a public hearing on the plans, specifications, cost estimate and form of contract for the equestrian trail enhancement at Jester Park project.

As there were no comments, Chair Levis closed the public hearing.

Smith arrived at this time. 5:36 p.m.

IT WAS MOVED BY MCENANY THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE PLANS, SPECIFICATIONS, COST ESTIMATE AND FORM OF CONTRACT FOR THE EQUESTRIAN TRAIL ENHANCEMENT AT JESTER PARK PROJECT.

VOTE YEA: MCENANY, CATALDO, LEVIS, HADDEN, SMITH

IT WAS MOVED BY MCENANY THAT THE POLK COUNTY CONSERVATION BOARD DETERMINES THAT RW EXCAVATING & DOZING IS THE LOWEST RESPONSIBLE BIDDER IN ACCORDANCE WITH STATE LAW AND APPROVE HIRING RW EXCAVATING & DOZING TO COMPLETE THE BASE BID AND ADDED OPTION A ON THE EQUESTRIAN CENTER TRAIL ENHANCEMENT AT JESTER PARK PROJECT ACCORDING TO SPECIFICATIONS OUTLINED IN ITB# NR 2011-007 EQUESTRIAN TRAIL ENHANCEMENT FOR A COST NOT TO EXCEED \$225,018.20 AND AUTHORIZE THE PCCB CHAIR TO SIGN CONTRACT WITH THE AFOREMENTIONED COMPANY.

VOTE YEA: MCENANY, CATALDO, LEVIS, HADDEN, SMITH

#4 – Fort Des Moines Master Plan, Final Approval

Parker distributed letter received from Mel Pins, President – Somerset Neighborhood Assoc., regarding the process used for developing the Fort Des Moines master plan and the Association's support of the plan.

IT WAS MOVED BY CATALDO THAT THE POLK COUNTY CONSERVATION BOARD OFFICIALLY APPROVES THE FORT DES MOINES PARK MASTER PLAN.

VOTE YEA: HADDEN, MCENANY, SMITH, LEVIS, CATALDO

#5 – Tomorrow Plan Presentation

Luke Parris, Metropolitan Planning Organization, gave presentation on the Tomorrow Plan.

#6 – Environmental Education, Presentation on Senior Programming

Lori Foresman-Kirpes, PCCB Naturalist, gave presentation on environmental education's senior programming.

Levis had to leave the meeting. 6:31 p.m.

#7 – Budget Update

Director Parker and Carol Ann Carlson, PCCB Accountant, reviewed the PowerPoint presentation that will be presented to the Polk County Board of Supervisors on January 17, 2012.

PUBLIC COMMENTS

STAFF REPORTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

Director Parker discussed the following:

- Retreat/strategic plan update-Parker to work with Hadden to arrange
- GOF/PCCB joint meeting
- Employee introductions- a couple each month
- Workplan – 2nd qtr. distributed
- 5 years of service certificate from IACCB given to Tina Hadden

ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

Prepared by: Cindy Lentz

BYLAWS
AS AMENDED, ~~FEBRUARY 9, 2011~~ **FEBRUARY 8, 2012**
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 9, 2011~~ **February 8, 2012**.

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 21A, Code of Iowa.

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.

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 to expend for the purchase of equipment or material supplies, or to enter into rental agreements of 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 \$50 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.
- c. Items of expenditures up to \$10,000 shall require only approval of the Director. 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. ~~73A.1 (Chapter 73A, Code of Iowa and acts of the 69th General Assembly—Public Contracts and Bonds) shall conform to the requirements of said Chapter 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.

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 _____, that these Bylaws as amended, be adopted this ~~February 9, 2011~~ **February 8, 2012** by the Polk County Conservation Board.

Chair

Vice-Chair

Secretary

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

THIS AGREEMENT by and between Jasper County Conservation Board located at 115 N 2nd Avenue E, Newton, IA 50208, hereinafter known as “Grantee” and the Polk County Conservation Board located at Jester Park, Granger, Iowa 50109, hereinafter known as the “PCCB”, is effective January 1, 2012 through December 31, 2012.

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

I. Grantee agrees to:

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

Contact Personnel involved include:

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

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

II. The PCCB agrees to:

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

III. It is mutually understood and agreed that:

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

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

In Witness Whereof parties have signed their names below:

Polk County Conservation Board

Jasper County Conservation Board

By _____
Dennis Parker Date
Director

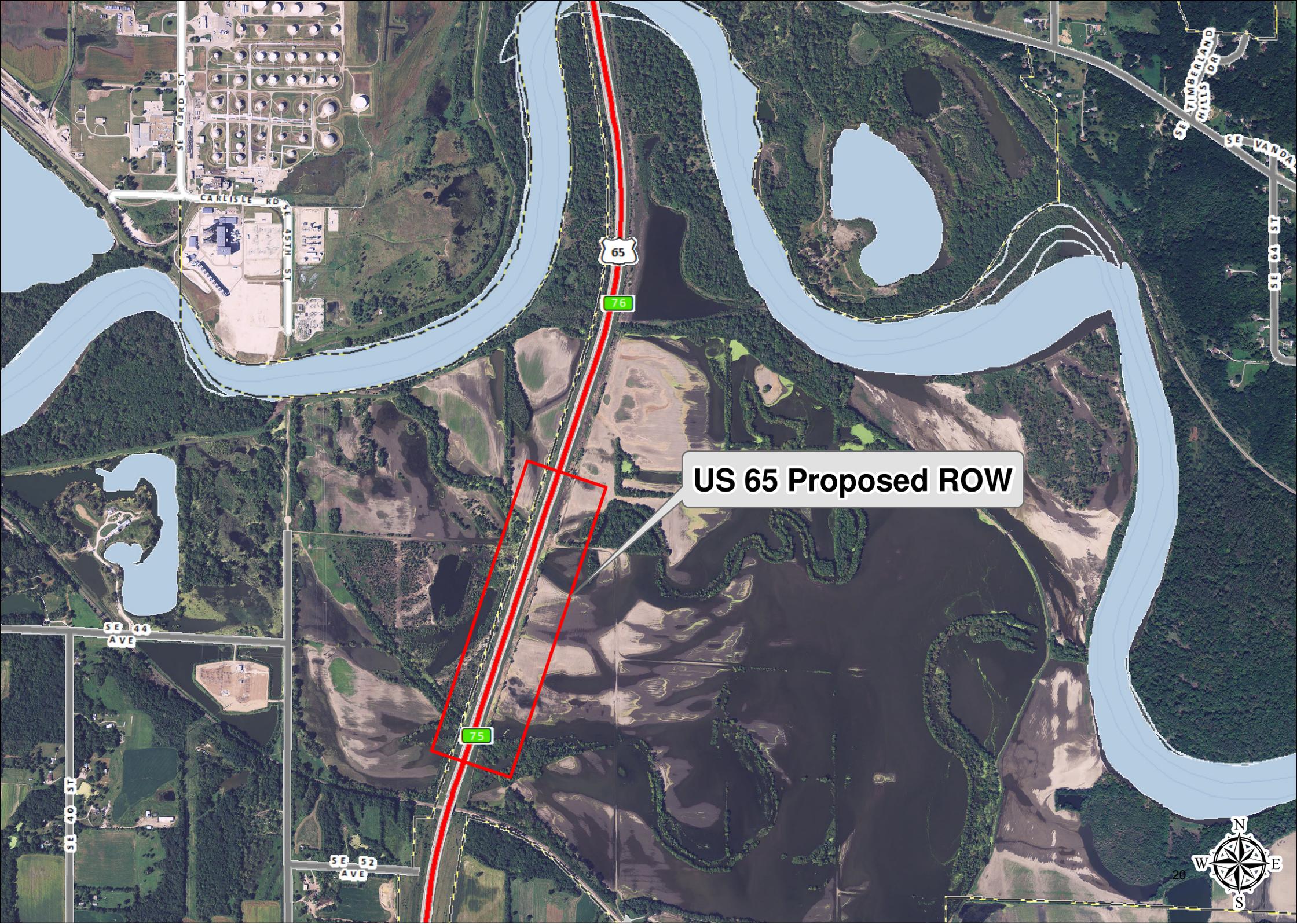
By _____
Keri Van Zante Date
Director

| Product Description | Est. Quantity/ Gal. | Unit | CPS Unit Price | CPS Total Price | Van Diest Unit Price | Van Diest Total Price | Chem-trol Unit Price | Chem-trol Total Price | <i>CPS Substitutions</i> Trade Name/Adjuvants | <i>Van Diest Substitutions</i> Trade Name/Adjuvants | <i>Chem-trol Substitutions</i> Trade Name/Adjuvants |
|---|--------------------------------|-------------|---------------------------|----------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|--|--|--|
| Milestone | 20 | gal | \$ 299.73 | \$ 5,994.60 | \$ 299.73 | \$ 5,994.60 | \$ 160.00 | \$ 3,200.00 | | | Clopyroid |
| Element 3A | 30 | gal | \$ 41.40 | \$ 1,242.00 | \$ 40.27 | \$ 1,208.10 | \$ 51.50 | \$ 1,545.00 | | | Triclopyr 3 |
| Element 4 | 80 | gal | \$ 47.10 | \$ 3,768.00 | \$ 45.89 | \$ 3,671.20 | \$ 56.00 | \$ 4,480.00 | | | Triclopyr 4 |
| Telar | 48 | oz | \$ 13.95 | \$ 669.60 | \$ 15.37 | \$ 737.76 | \$ 14.00 | \$ 672.00 | | Telar XP | Chlorsulfuron |
| Poast | 50 | gal | \$ 76.20 | \$ 3,810.00 | \$ 85.99 | \$ 4,299.50 | No bid | No bid | | Shadow - \$75.99 (4 x1 gal) | |
| Polaris | 5 | gal | \$ 53.90 | \$ 269.50 | \$ 59.97 | \$ 299.85 | \$ 69.00 | \$ 345.00 | | | Ecomazopyr |
| Pathfinder II | 100 | gal | \$ 38.10 | \$ 3,810.00 | \$ 38.69 | \$ 3,869.00 | \$ 51.00 | \$ 5,100.00 | | | |
| Glyphosate | 75 | gal | \$ 11.00 | \$ 825.00 | \$ 10.97 | \$ 822.75 | \$ 12.85 | \$ 963.75 | Mad Dog Plus | Glyphosate Pro 4 | Glyphosate 4 |
| Aquatic Glyphosate | 25 | gal | \$ 12.80 | \$ 320.00 | \$ 12.77 | \$ 319.25 | \$ 16.00 | \$ 400.00 | Aqua Neat | Aqua Neat | Glyphosate 5.4 |
| Pathway | 5 | gal | \$ 27.40 | \$ 137.00 | \$ 29.86 | \$ 149.30 | \$ 43.00 | \$ 215.00 | | | |
| 90% Non- ionic surfactant (NIS) | 45 | gal | \$ 10.50 | \$ 472.50 | \$ 9.47 | \$ 426.15 | \$ 9.15 | \$ 411.75 | Spread 90 Surfactant | Brewer 90-10 | Alligare 90 |
| Methylated seed oil (MSO) | 35 | gal | \$ 11.50 | \$ 402.50 | \$ 13.89 | \$ 486.15 | \$ 12.75 | \$ 446.25 | MSO | Sun Wet | Alligare MSO |
| Metsulfuron – methyl (MSM) | 7.5 | lbs | \$3.50 /oz | \$ 420.00 | \$ 66.72 | \$ 500.40 | 5.10/oz | \$ 612.00 | Metcel VMF - 16 oz container | Metcel | MSM 60 DF |
| Organo Silicone Surfactant (OSS) | 5 | gal | \$ 50.00 | \$ 250.00 | \$ 54.97 | \$ 274.85 | No bid | No bid | Freeway Silicone Surfactant | Silenergy | |
| Basal oil | 200 | gal | \$ 11.00 | \$ 2,200.00 | \$ 9.69 | \$ 1,938.00 | \$ 10.60 | \$ 2,120.00 | Bark Oil Blue LT | JLB Oil Plu (2x2.5 gal) no dye | Alligare Basal Oil |
| Blue marker | 3 | gal | \$ 41.90 | \$ 125.70 | \$ 39.84 | \$ 119.52 | \$ 33.00 | \$ 99.00 | HI Light Blue Dye | HI Light Blue Dye | Alligare Marking Dye |
| Watersoft (sequestering agent) | 10 | gal | \$ 15.00 | \$ 150.00 | \$ 17.90 | \$ 179.00 | No bid | No bid | Quad 7 | Gardian | |



DOT Land to be Managed by PCC

Eagle Roost Owned by PCC



US 65 Proposed ROW



JOINT PUBLIC SERVICE AGREEMENT

POLK COUNTY, IOWA

AND

JASPER COUNTY, IOWA

THIS AGREEMENT is made and entered into, by and between the Polk County Conservation Board, hereinafter referred to as Polk County, and Jasper County Conservation Board, hereinafter referred to as Jasper County.

1. This Agreement is entered into pursuant to the Provisions of Chapter 28E, Code of Iowa (2005). This Agreement shall consist of three (3) pages and attachments A through F which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon acceptance by both parties and shall remain in effect until satisfactory completion of the construction project described herein.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of Polk County are listed in Attachment B.
5. Duties of Jasper County are listed in Attachment C.
6. Detailed estimate of the cost of performing the duties listed in Attachments B & C are listed in Attachment D.
7. Attachment E is a proposed typical cross section of reconstructed trail.
8. This Agreement does not relieve the party within the boundaries of which a trail lies from any liability due to or arising out of that party's design of a trail or from the maintenance of a trail prior to this Agreement or arising out of that party's duties to perform construction under the terms of this contract.

9. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
10. The Polk County Conservation Board Director shall administer performance of this Agreement.
11. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the contract.
12. In the event of a breach by either County of this agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
13. This is the entire Agreement between the parties and it may be amended only upon the agreement of both parties and only in writing.
14. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the office of the Iowa Secretary of State and Recorder of Polk County, by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, Polk County Conservation Board and Jasper County Conservation Board have caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa
____ day of _____ 20__

Polk County Conservation Board

Attest _____
Auditor

Chairperson

Executed by Jasper County, Iowa
____ day of _____ 20__

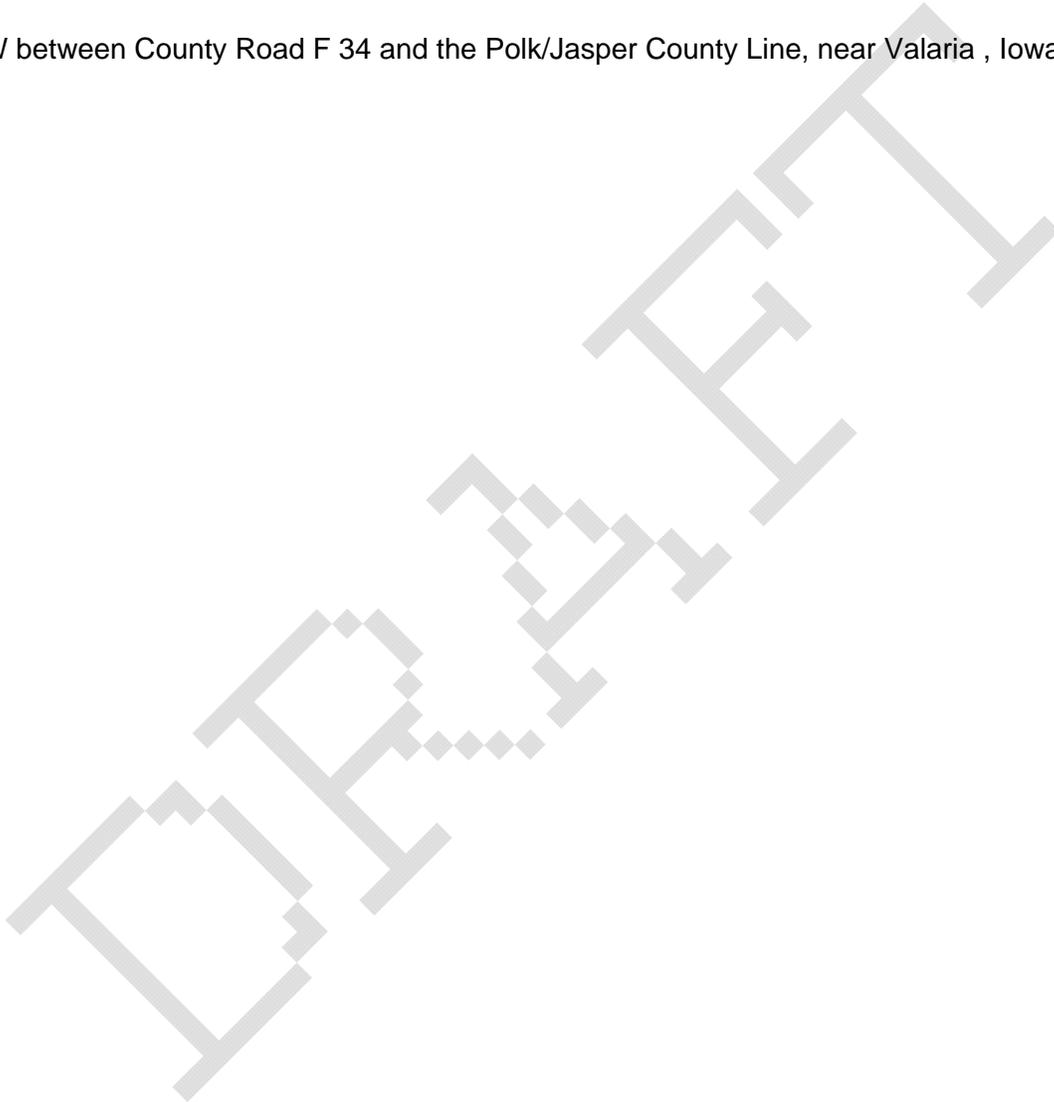
Jasper County Conservation Board

Attest _____
Auditor

Chairperson

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions of the relationship between Polk County Conservation Board and Jasper County Conservation Board for the reconstruction of the damaged Chichaqua Valley Trail within sections 19 and 20, T80N, R21W between County Road F 34 and the Polk/Jasper County Line, near Valaria , Iowa .



ATTACHMENT B

Duties Polk County

Polk County shall provide all planning, contract administration, and both preliminary and construction engineering including inspections required to affect the trail repairs.

Polk County shall also supervise all trail preparations including, minor culvert repairs, brush clearing, drainage improvements/ditch cleanout in right-of-way, and seeding and fertilizing of disturbed ditches, on both sides of the new and existing trail where required.

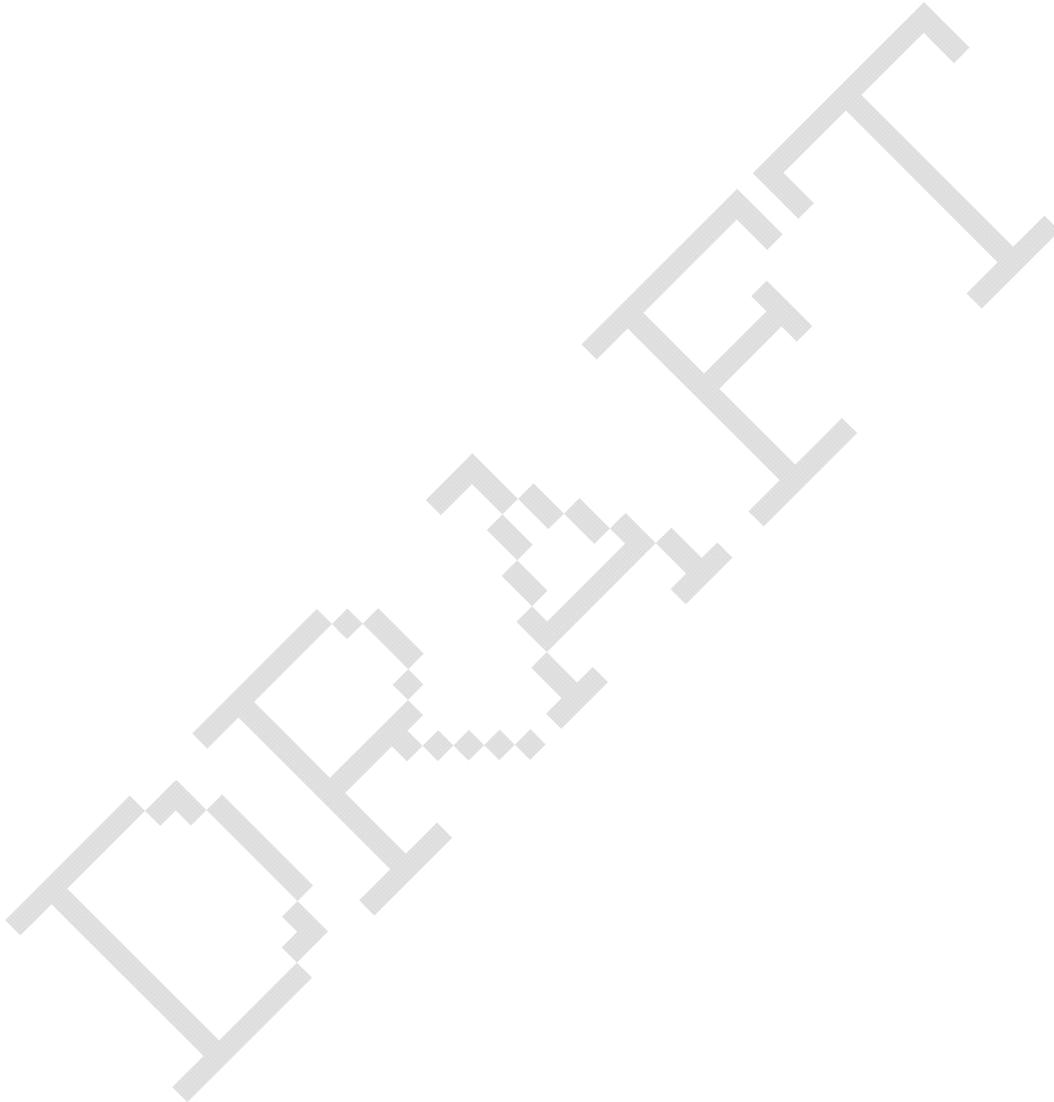
The labor, equipment, materials and traffic control required for the reconstruction of the Chichaqua Valley Trail as per the cross-section shown in "Attachment E" shall be completed by a third party contractor with Polk County and under the direct supervision of the Polk County Conservation. Polk County shall be not be responsible for any maintenance on the Jasper County portion of the trail except as authorized under a separate contract.

Upon completion of the work, Polk County shall prepare and forward a billing to Jasper County for their share of the project.

ATTACHMENT C

Duties Jasper County

Jasper County shall promptly upon receipt of the billing from Polk County, make payment direct to Polk County for their share of the project.



ATTACHMENT D

Estimate of Cost

Reconstruction of the Chichaqua Valley Trail from the Polk County trail head east to Valaria, Iowa

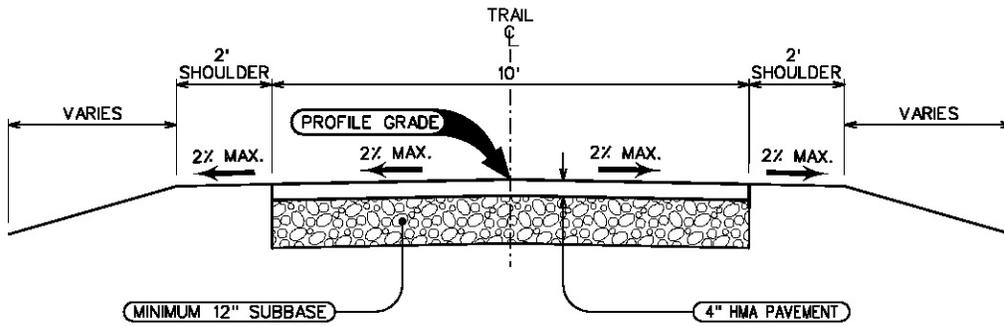
| Estimated Cost | Polk County | Jasper County |
|----------------|-------------|---------------|
| | \$428,896 | \$383,059 |

Total estimated cost \$811,955

Actual cost may vary from estimates due to actual conditions, quantities, and subsequent change orders. All change orders shall be approved by both parties to the agreement.

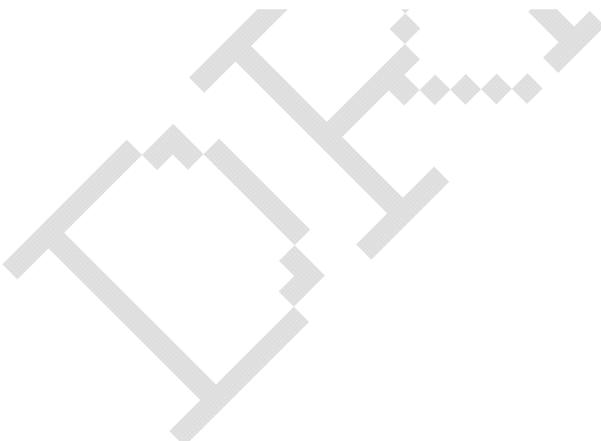
ATTACHMENT E

Typical Cross Section



| SITE # | FROM STA. TO STA. | |
|--------------|-------------------|-----------|
| 9 | 87+57.43 | 87+69.43 |
| 10 | 96+81.68 | 97+11.55 |
| 16 | 161+25.51 | 162+43.16 |
| 19 | 165+40.4 | 169+41.90 |
| 22/23 | 214+82.8 | 219+32.47 |
| 26 | 249+83.03 | 252+28.38 |
| 27 | 253+26.50 | 281+26.33 |
| Jasper Co 11 | 328+83.36 | 329+21.26 |

2 HMA TRAIL TYPICAL CROSS SECTION
B.01 NO SCALE



December 12, 2011

COPY

Aimee Staudt
Director of Development
Knapp Properties, Inc.
4949 Westown Parkway, Suite 200
West Des Moines, IA 50266-6704

Aimee;

Polk County Conservation continues to consider Knapp Properties' proposal to reroute the Great Western Trail as part of your proposed property development. Previously we identified a number of items with you that need to be addressed prior to completing an agreement and seeking our Board's approval. I have listed these items again below.

1. Polk County can only provide a Quit Claim deed for the existing Great Western Trail corridor. This had been an earlier concern by Knapp.
2. Polk County will need written assurances of who will be responsible for constructing a safe trail crossing at Moffet Road when Moffet Road is extended.
3. The type and design of the crossing needs to be defined. We believe that a three party agreement should be developed that includes Knapp Properties, West Des Moines and Polk County.
4. Knapp Properties need to convey a complete rerouted trail corridor to Polk County and construct a continuous trail for the reroute including the portion south of Moffet Road prior to existing corridor property title being transferred to Knapp properties.

5. Polk County has concerns about the proposed access off the Southwest Connector. These concerns are about the safety of the trail users with the reduced visibility and reaction time for drivers as they turn into the property and encounter the trail crossing. We would consider supporting this proposed entrance if appropriate design considerations were provided. We believe that the design should provide for the trail users to have the right-of-way. Possible considerations would be to widen the corridor at this point and offset the trail crossing 100' from the Southwest Connector. We would also suggest that the trail crossing involves a raised trail bed that will serve as a visible speed deterrent for the vehicles.
6. The property exchange as defined in the proposed agreement needs to be scheduled to occur once the rerouted trail is constructed.
7. Knapp Properties needs to provide documentation from the Iowa DOT that identifies any implications to properties adjacent to State Highway 5 should the Highway be upgraded to an interstate highway.
8. The proposed agreement needs to include that the rerouted trail and property exchange is completed within five years of the agreement being approved by all parties.
9. The proposed agreement needs to include the commitment by Knapp Properties for providing the property and constructing the proposed trail head parking lot north of State Highway 5.

We look forward to discussing each of these items at our scheduled December 14th meeting. If you have questions concerning these items please feel free to contact me prior to the meeting.

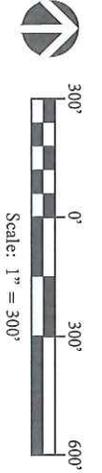


Dennis Parker, Director
Polk County Conservation Board

Cc: Mike Smith, Chair PCCB
Candy Morgan, Attorney, Polk County




SNYDER & ASSOCIATES
 Engineers and Planners

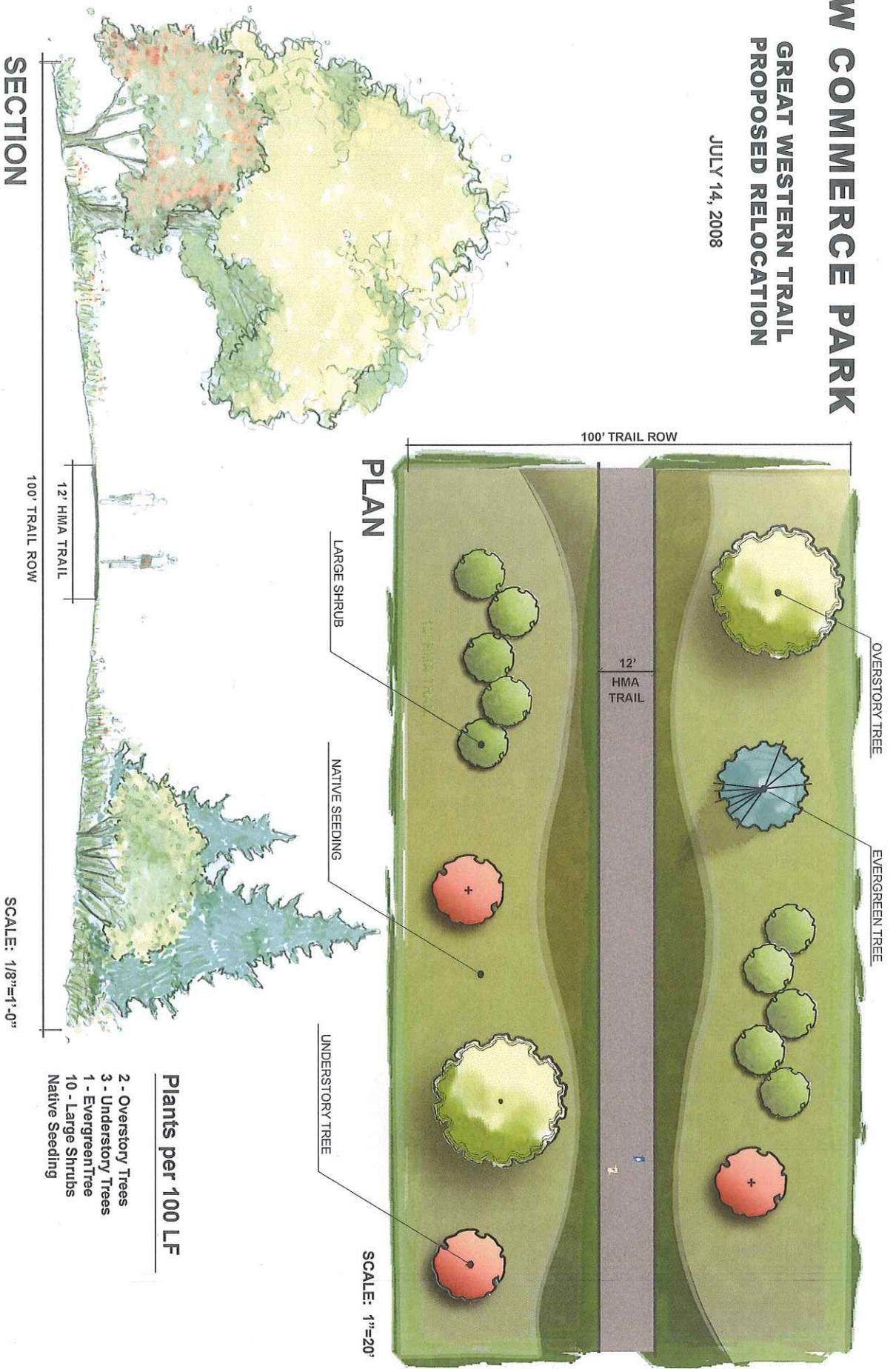


SW Commerce Park
 GREAT WESTERN TRAIL RELOCATION / WEST LAKES PROPERTIES LLC
 07-14-08

SW COMMERCE PARK

GREAT WESTERN TRAIL PROPOSED RELOCATION

JULY 14, 2008



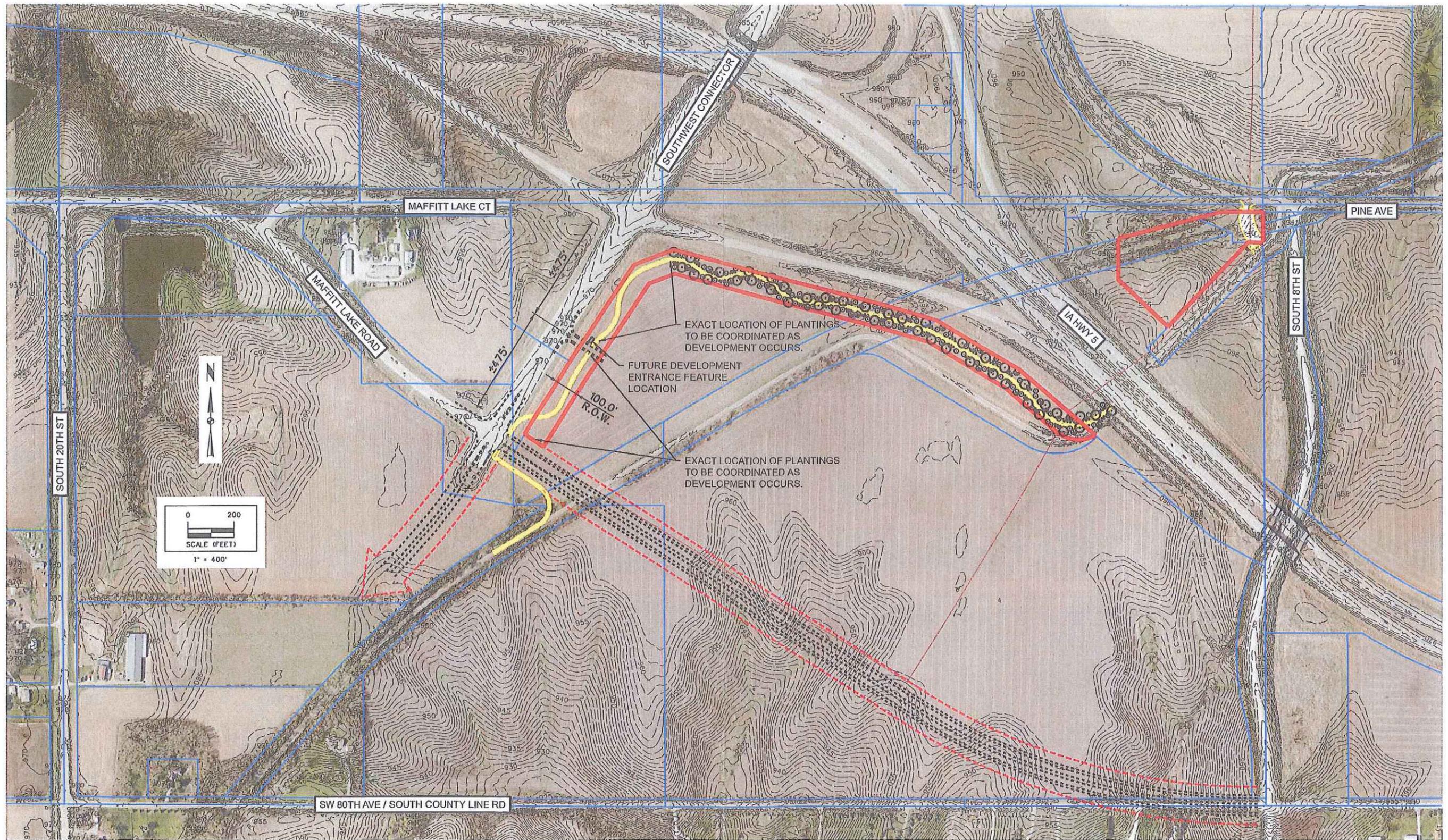
PLAN

SECTION

Plants per 100 LF

- 2 - Overstory Trees
- 3 - Understory Trees
- 1 - Evergreen Tree
- 10 - Large Shrubs
- Native Seeding

14400
Snyder
V:\FENDATE.TEL
V:\print_drivers\Color\cspcolor_1a1.plt
D:\10.0574\Co64\SP_100574_jps_ah1.rnb
JPS 11/17/2010



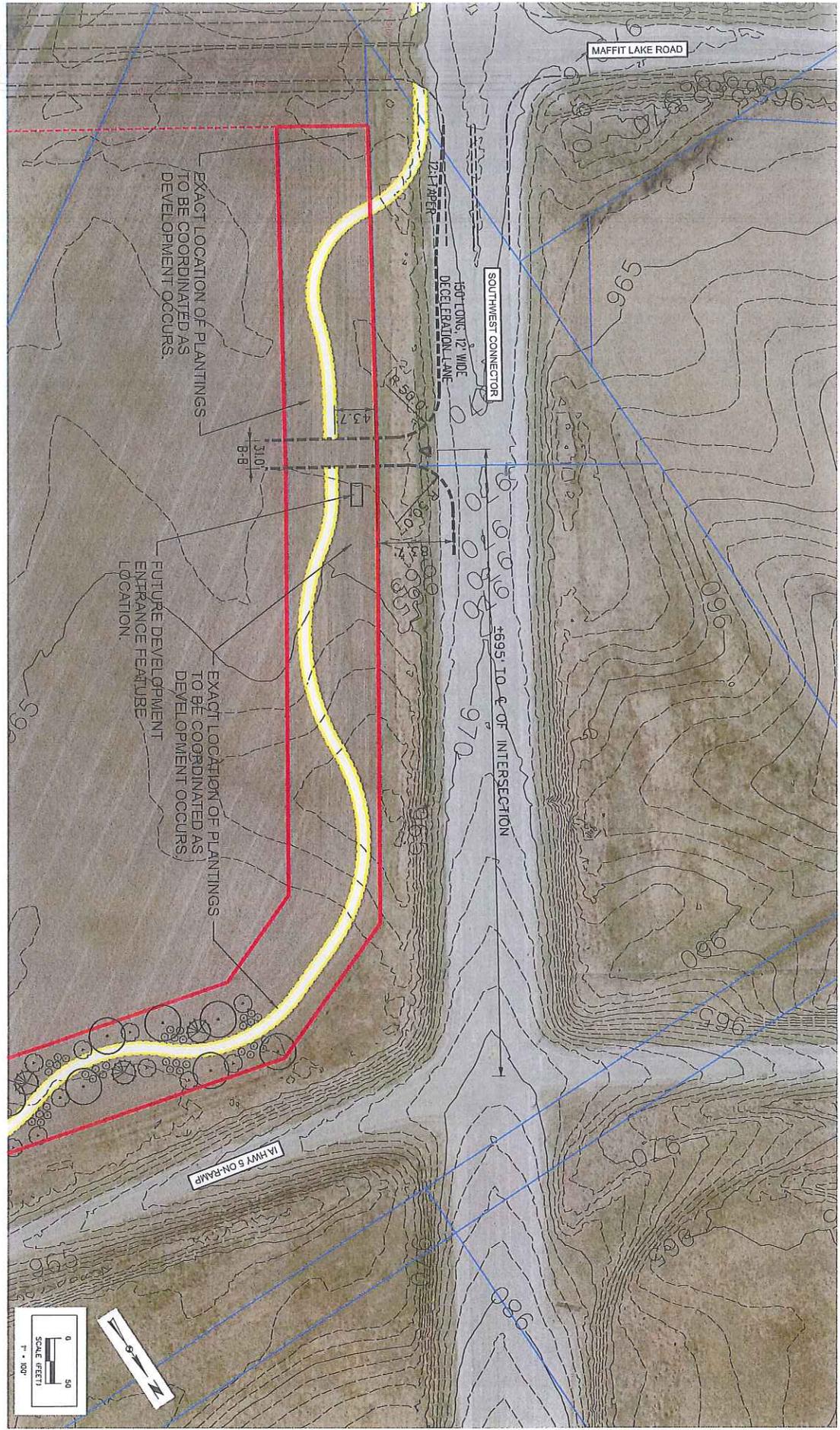
SNYDER & ASSOCIATES
Engineers and Planners

TRAIL RELOCATION EXHIBIT
SOUTHWEST COMMERCE PARK
WEST LAKES PROPERTIES, LLC
NOVEMBER 17, 2010

SNYDER & ASSOCIATES
Engineers and Planners



FUTURE DEVELOPMENT ENTRANCE EXHIBIT
SOUTHWEST COMMERCE PARK
WEST LAKES PROPERTIES, LLC
NOVEMBER 24, 2010



2011- 2012 Revenue Budget

- as of 01/31/12 (58% of budget year expired)

| UNIT # | UNIT | Revenue Budget | Total Revenues Received | Balance Due | % |
|-----------------------------------|--------------------------|---------------------|-------------------------|---------------------|--------------|
| | | Received | | | |
| General - Fund 1 | | | | | |
| 0213 | Infrastructure | \$ 3,000 | \$ 846 | \$ 2,154 | 28.2% |
| 6006 | Environmental Ed | \$ 170,300 | \$ 29,848 | \$ 140,453 | 17.5% |
| 6009 | Natural Resources | \$ 322,249 | \$ 279,734 | \$ 42,515 | 86.8% |
| 6011 | Haying Operation-CBG | \$ 7,260 | \$ 7,135 | \$ 125 | 98.3% |
| 6101 | Administration | \$ 642,010 | \$ 75,292 | \$ 566,718 | 11.7% |
| 6103 | Community Outreach | \$ - | \$ 1,104 | \$ (1,104) | 0.0% |
| 6110 | Parks Advocacy Unit | \$ 514,765 | \$ 201,799 | \$ 312,966 | 39.2% |
| 6119 | Construction/Maint. | \$ 400 | \$ 780 | \$ (380) | 194.9% |
| 6124 | Equestrian Center | \$ 307,000 | \$ 179,081 | \$ 127,919 | 58.3% |
| Sub-Total - General Fund 1 | | \$ 1,966,984 | \$ 775,616 | \$ 1,191,368 | 39.4% |
| REAP - Fund 26 | | | | | |
| 0211 | Resource Enhancement | \$ 131,000 | \$ 102,791 | \$ 28,209 | 78.5% |
| Reserve - Fund 50 | | | | | |
| 0210 | Trails, Special Projects | \$ 2,926,653 | \$ 1,114,917 | \$ 1,811,736 | 38.1% |
| Grand Total - Conservation | | \$ 5,024,637 | \$ 1,993,324 | \$ 3,031,313 | 39.7% |

2011 - 2012 Expense Budget

- as of 01/31/12 (50% of budget year expired)

| UNIT # | UNIT | Expense Budget | Total Expended | Balance Remaining | % Expended |
|--------------------------------------|--|---------------------|---------------------|---------------------|--------------|
| General - Fund 1 | | | | | |
| 0212 | Capital's Infrastructure | \$ - | \$ - | \$ - | 0.0% |
| 0213 | Capital's Equipment | \$ 64,700 | \$ 41,586 | \$ 23,114 | 64.3% |
| 6006 | Environmental Ed. Salaries | \$ 314,488 | \$ 179,285 | \$ 135,203 | 57.0% |
| | Environmental Ed. Operations | \$ 175,950 | \$ 83,809 | \$ 92,141 | 47.6% |
| 6009 | Natural Resources Salaries | \$ 634,112 | \$ 381,965 | \$ 252,147 | 60.2% |
| | Natural Resources Operations | \$ 425,390 | \$ 359,916 | \$ 65,474 | 84.6% |
| 6011 | Haying Operations-CBG | \$ 25,000 | \$ 9,509 | \$ 15,491 | 38.0% |
| 6101 | Administration Salaries | \$ 352,850 | \$ 203,402 | \$ 149,448 | 57.6% |
| | Administration Operations | \$ 1,035,980 | \$ 313,828 | \$ 722,152 | 30.3% |
| 6103 | Community Outreach Salaries | \$ 129,526 | \$ 78,267 | \$ 51,259 | 60.4% |
| | Community Outreach Operations | \$ 58,950 | \$ 23,632 | \$ 35,318 | 40.1% |
| 6110 | Parks Advocacy Salaries | \$ 405,185 | \$ 242,567 | \$ 162,618 | 59.9% |
| | Parks Advocacy Operations | \$ 194,007 | \$ 38,796 | \$ 155,211 | 20.0% |
| 6119 | Construction/Maint. Salaries | \$ 693,450 | \$ 420,594 | \$ 272,856 | 60.7% |
| | Construction/Maint. Operations | \$ 181,825 | \$ 117,810 | \$ 64,015 | 64.8% |
| 6124 | Equestrian Center Salaries | \$ 255,483 | \$ 173,758 | \$ 81,725 | 68.0% |
| | Equestrian Center Operations | \$ 164,130 | \$ 109,993 | \$ 54,137 | 67.0% |
| Sub-Total - General Fund 1 | | \$ 5,111,026 | \$ 2,778,717 | \$ 2,332,309 | 54.4% |
| General Supplemental - Fund 2 | | | | | |
| All Units | Benefits (IPERS/FICA/Ins, Etc.) | \$ 918,001 | \$ 528,670 | \$ 389,331 | 57.6% |
| Risk Management - Fund 3 | | | | | |
| 6100 | Insurance, Med., Work. Comp. | \$ 95,000 | \$ 77,759 | \$ 17,241 | 81.9% |
| REAP - Fund 26 | | | | | |
| 0211 | Resource Enhancement | \$ 263,490 | \$ 131,353 | \$ 132,137 | 49.9% |
| Reserve - Fund 50 | | | | | |
| 0210 | Trails, Special Projects | \$ 2,608,025 | \$ 1,055,907 | \$ 1,552,118 | 40.5% |
| Grand Total - Conservation | | \$ 8,995,542 | \$ 4,572,407 | \$ 4,423,135 | 50.8% |