



BOARD MEETING

September 12, 2012 - 5:30 p.m.

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

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 August 2012 expenditures
- b) **Seasonal Employees:** approve the presented list of individuals for seasonal employment with Polk County Conservation
- c) **Jester Park Equestrian Center, Rules for Boarders:** approve the Jester Park Equestrian Center "Rules for Boarders" as revised
- d) **Chichaqua Valley Trail Connector, Professional Services Agreement:** approve the contract with Snyder & Associates for the design and construction services related to the Chichaqua Valley Trail Connector and authorize the PCCB Chair to sign the Contract.

3) Eagle Roost Wildlife Area, 28E Agreement with the IA DOT

4) Polk County Water and Land Legacy Public Information & Education

5) Timeline - FY 2013/14 Budget Request

6) Employee Introductions

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 August 8, 2012. Minutes for the meeting are attached.

2) Consent Agenda Items

a) Action on the Bill List

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

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

b) Seasonal Employees

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

<u>Hire date</u>	<u>Name</u>	<u>Position</u>	<u>Area</u>	<u>Hourly rate</u>
8/31/12	Kenneth Richman	Stable Lbr 1	EC	\$9.25

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

c) Jester Park Equestrian Center, Rules for Boarders

Staff is in the process of renewing Boarder Agreements at the Equestrian Center which led to reviewing the "Rules for Boarders" that are included in the Agreement. Attached are staff's proposed revisions.

STAFF RECOMMENDATION: That the Board approve the Jester Park Equestrian Center "Rules for Boarders" as revised.

d) Chichaqua Valley Trail Connector, Professional Services Agreement

Staff issued a request for qualifications and received multiple responses. Once reviewed by the Committee (Polk County Engineer, Bondurant City Manager, Dennis, and Loren) it was determined that Snyder and Associates had competent

personnel on staff, were capable of performing the services in a timely manner, and had prepared the most comprehensive proposal). The review committee forwarded that recommendation to the Iowa DOT and asked permission to proceed with that selection. The IA DOT concurred with our choice and agreed that we should develop a contract with the selected consultant.

Staff requested a contract to be written by Snyder for the design and construction services necessary to build the CVT Connector. Copy of contract attached.

STAFF RECOMMENDATION: That the Board approve the contract with Snyder & Associates for the design and construction services related to the Chichaqua Valley Trail Connector and authorize the PCCB Chair to sign the Contract.

3) Eagle Roost Wildlife Area, 28E Agreement with the IA DOT

In February of this year the Board held a public hearing and made a recommendation to the Board of Supervisors that the ownership of 15.98 acres of land at Eagle Roost Wildlife Area required by the Iowa Department of Transportation (IA DOT) for road construction be transferred from Polk County to the State of Iowa.

The Board of Supervisors acted on that recommendation and the land was transferred to the State.

The attached document details that transfer and our agreement to manage an additional 161.2 acres of land owned by the state which is adjacent to eagle Roost.

The IA DOT has requested that we sign this 28E agreement and have asked that the Board of Supervisors also sign the document. The Board received this item at the July Board meeting but counsel asked that it be deferred until they had time to examine it. They have since concurred that it is an acceptable document and we are returning it to the Board for consideration.

The Board will need to request that the Board of Supervisors place this on their agenda and that they also endorse the document.

STAFF RECOMMENDATION: That the Board authorizes the PCCB Chair to sign the 28E Agreement with the Iowa Department of Transportation related to Polk County Conservation Board's Eagle Roost Wildlife Area and further request the Board of Supervisors to also endorse the Agreement.

4) Polk County Water and Land Legacy Public Information & Education

The Polk County Board of Supervisors voted unanimously to refer a bond referendum to the November 6th, 2012 ballot in the amount of \$50 million for the purposes of funding park and trail improvements, land acquisition and conservation measures within Polk County. The Polk County Conservation Board (PCCB) as a governmental agency can inform and educate the public concerning the referendum but not advocate on its behalf.

The voters of Polk County should be informed about this bond measure to allow them to make an informed decision regarding their support for the measure. While

PCCB has some capacity to provide a level of information and education to the public, PCCB does not have the ability to provide the level of information and education that would be necessary, especially with the limited time constraint. It is anticipated that 40% of the voters will vote via absentee ballots and that this will happen towards the end of September and early October.

The Iowa Natural Heritage Foundation (INHF) supported the study that was done by the Trust for Public Lands. The INHF was heavily involved with the IWILL statewide constitutional amendment public education efforts. Additionally, the INHF is very aware of the role of county conservation boards across the state and specifically the work being done in Polk County.

The INHF has the resources to assist the PCCB in providing the level of information and education that the voters of Polk County will require to make an informed decision regarding the ballot measure. It is estimated that \$65,000 in expenses would be needed to adequately provide the level of information and education required.

The scope of work that would be supported by the INHF would involve coordination of a public educational program educating voters in Polk County regarding the 2012 General Election and the presence of the Polk County Water & Land Legacy Bond proposal on the General Election ballot. The program will focus on cultivating good citizenship amongst constituents in Polk County who are interested in the services and programs provided by the County Conservation Board. The educational communication program will educate voters about:

1. The date for the upcoming election
2. The presence of "Measure 'A'" on the General Election Ballot
3. The wording of the ballot language on the ballot
4. The core mission and purpose of the Polk County Conservation board as per Iowa Code Chapter 350.1

The majority of the expenses will involve two direct mailings, the first to absentee ballot voters and a later mailing to likely voters for the general election. An example of the mailing is attached.

This program would be consistent with Iowa State Code Section 68A.505 and applicable administrative rules contained within, communications shall not advocate for any political purpose, including expressly advocating the passage or defeat of a ballot issue. Educational materials may not differentiate amongst recipients by party affiliation, likelihood to vote, or stated support or opposition to any measure or candidate for elected office on the General Election ballot.

The funds would be available in the current enterprise funds either by reducing the overall balance or by deferring projects that are potentially not going to be completed this year. A portion of the funds would come from the \$40,000 that is programmed for grant matches which we have not yet received additional grants that require matches this year.

STAFF RECOMMENDATION: That the Board approve PCCB providing funds in the amount of \$65,000 to the Iowa Natural Heritage Foundation for the purposes of educating the voters of Polk County of the 2012 General Election and the presence

of the Polk County Water & Land Legacy Bond proposal on the General Election ballot.

5) Timeline - FY 2013/14 Budget Request

Following is the timeline for FY13/14 Budget Request:

Managers have revenue estimates ready to review with Dennis & Carol Ann	09/26/12
Revenue Estimates due to BOS Budget Staff- Crucial Deadline	10/01/12
Dennis & Carol Ann to attend Dept. Head budget update by BOS	??/??/??
Expenditure target distributed to Departments	10/15/12
Dennis & Carol Ann to meet with Managers individually on their proposed budgets	10/24-10/25
Everything needed from staff to be complete	10/31/12
Draft budget distributed to PCC Board	11/02/12
Present budgets to PCC Board at November meeting	11/07/12
Final proposed budget request & 5 Year CIP due to BOS	11/14/12
LAST DAY TO MAKE ANY CHANGES/UPDATES	12/17/12
Present any changes to PCC Board at January meeting	01/09/13
PCC presentation to BOS	Mid January
BOS approval of budget	Mid February

Carol Ann will be present at the meeting to answer any questions.

Information only.

6) Employee Introductions

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, August 8, 2012. The meeting was called to order at 5:30 p.m.

#1a – Roll Call

Board Present: Kurovski, Levis, Smith
Board Absent: Cataldo, McEnany

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

**IT WAS MOVED BY SMITH THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE JULY 11, 2012 MEETING MINUTES AS WRITTEN.
VOTE YEA: SMITH, LEVIS, KUROVSKI**

#2 – Consent Agenda Item

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

- A) PCCB/ENTERPRISE FUND JULY 2012 EXPENDITURES;**
- B) PRESENTED LIST OF INDIVIDUALS FOR SEASONAL EMPLOYMENT WITH POLK COUNTY CONSERVATION AND THE CORRECTION TO THE HOURLY RATE FOR OFFICE CLERK KATIE LINT DUE TO SCRIBNER'S ERROR;**
- C) JULY 2012 (SECTION 1) COPY OF THE PCCB'S EMPLOYEE MANUAL WITH PROPOSED REVISION TO THE COMPENSATION SECTION AND REMOVING THE TIME RECORDS SECTION AND LEAVE REQUESTS SECTION FROM THE MANUAL;**
- D) GOLF COURSE LEASE AGREEMENT BETWEEN PCCB AND BOB BEGEY FOR A TERM OF JUNE 1, 2012 TO JUNE 30, 2014 AND APPROVING PCCB CHAIR SIGNING SAID AGREEMENT;**
- E) AUTHORIZING STAFF TO SUBMIT A NORTH MARSH ADDITION GRANT APPLICATION TO THE REAP PROGRAM FOR FUNDING AND THE CHAIR TO SIGN THE APPLICATION;**
- F) CPC – COOK PLUMBING CORPORATION'S BID OF \$21,425 FOR THE CONSTRUCTION OF AN ON-SITE WASTEWATER TREATMENT SYSTEM AT YELLOW BANKS PARK TO SERVE THE SHOP, RESIDENCE, AND CAMPER**

**DUMP-STATION AND APPROVE A PROJECT CONTINGENCY OF \$500 FOR A PROJECT TOTAL NOT TO EXCEED \$21,925 AS BUDGETED FOR IN FY 12/13; AND FURTHER AUTHORIZES THE PCCB DIRECTOR TO SIGN A CONTRACT WITH CPC – COOK PLUMBING CORP. FOR \$21,425.
VOTE YEA: KUROVSKI, LEVIS, SMITH**

#3 – Chichaqua Bottoms Greenbelt, Hay Harvest Bid Award(s)

**IT WAS MOVED BY SMITH THAT THE POLK COUNTY CONSERVATION BOARD AWARD A CONTRACT TO HARVEST HAY AT CHICHAQUA BOTTOMS GREENBELT ON UNIT #1 TO PAUL OVERTURFF AND A CONTRACT TO HARVEST HAY AT CHICHAQUA BOTTOMS GREENBELT ON UNITS 2, 3, AND 4 TO BRUCE CARNEY; AND FURTHER AUTHORIZES THE PCCB CHAIR TO SIGN BID/PROPOSAL FORMS.
VOTE YEA: SMITH, KUROVSKI, LEVIS**

#4 - Chichaqua Bottoms Greenbelt, Land Acquisition

**IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD ACCEPTS THE CONTRACT AS NEGOTIATED FOR LAND ACQUISITION OF PROPERTY LOCATED ADJACENT TO CHICHAQUA BOTTOMS GREENBELT; AND FURTHER AUTHORIZES THE PCCB CHAIR TO SIGN THE PURCHASE AGREEMENT WITH THE CITY OF DES MOINES.
VOTE YEA: KUROVSKI, SMITH, LEVIS**

#5 – Great Western Trail (GWT) Relocation Agreement

**IT WAS MOVED BY SMITH THAT THE POLK COUNTY CONSERVATION BOARD AGREES TO THE ADDENDUM TO THE EXISTING 28E AGREEMENT WITH THE CITY OF DES MOINES (AIRPORT AUTHORITY) THAT GOVERNS THE RELOCATION OF THE GREAT WESTERN TRAIL DUE TO PROPOSED FUTURE AIRPORT RUNWAY EXPANSION AND DIRECTS PCCB CHAIR TO EXECUTE SUCH AGREEMENT; AND PCCB FURTHER DIRECTS THAT THE ADDENDUM BE SENT TO THE BOARD OF SUPERVISORS FOR REVIEW, APPROVAL AND EXECUTION OF ALL DOCUMENTS NECESSARY FOR APPROVAL OF THE ADDENDUM.
VOTE YEA: SMITH, LEVIS, KUROVSKI**

#6 – Budget Amendment Update FY 2012-13

**IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE AUGUST 2012 PROPOSED BUDGET AMENDMENT AS SUBMITTED.
VOTE YEA: KUROVSKI, LEVIS, SMITH**

#7 – Employee Introductions

PCCB employees Brad Talbert, Mechanic (part-time), and Lewis Major, Naturalist, were present to introduce themselves and to tell a little about themselves and their interests.

PUBLIC COMMENTS
STAFF REPORTS
FINANCIAL REPORTS
DISCUSSION & REMARKS

ADJOURNNMENT

The meeting was adjourned at 6:15 p.m.

Prepared by: Carol Ann Carlson

Equestrian Center Rules For Boarders

Polk County Conservation Board
11407 NW Jester Park Drive
Granger, IA 50109
515.323.5300
www.leadingyououtdoors.org

Jester Park Equestrian Center
11171 NW 103rd Court
Granger, IA 50109
515.999.2818
www.jesterparkec.com

The following rules are currently posted and enforced, along with State laws, at the Jester Park Equestrian Center. The Polk County Conservation Board reserves the right to change and update these in order to best meet the needs of the public. As the Jester Park Equestrian Center is a part of Polk County Conservation Board, Polk County Conservation Board Rules and Regulations are applicable unless otherwise stated below. A copy of the PCCB's Rules and Regulations are posted at the Jester Park Equestrian Center.

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTIC ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTIC ANIMAL ACTIVITY.

Equestrian Center Rules:

- **PARTICIPANTS RIDE AT THEIR OWN RISK.**
- No smoking is allowed in the stable or arena areas.
- Children must be supervised by an adult at all times.
- All persons under the age of 18 are required to wear ASTM-SEI helmets when riding and in horse areas.
- Horses may bite. Do not put fingers into the horse stalls and guests should take care when petting horses.
- When trail riding, horses must stay on designated bridle trails.
- Riding trails may be closed when conditions warrant.
- No dogs are allowed in the facilities at any time unless participating in a canine function **or providing a service to an individual** at the arena. Dogs are not allowed to run free on the riding trails. Outside the facilities and on the trails, dogs must be on a leash and attached to its owner.
- Intoxicated people will not be allowed near the horses.
- The Jester Park Equestrian Center and the Polk County Conservation Board are not responsible for lost or stolen articles.
- All visitors must check in at the Equestrian Center office. Tours may be available upon request.
- ~~No camping is allowed on the premises.~~ **No camping allowed on the premises unless prior arrangements are made with Equestrian Center management.**
- Keg beer is not permitted on the premises.
- Ground fires are authorized in metal fire rings only, conditions permitting.
- The stable area closes at 10:30 p.m. year around. The trails are closed at dusk in the winter.
- ~~Boarders have access to the stable area except from 10:30 p.m. to 7:00 a.m. Special arrangements may be made to get in after hours.~~

Usage of the Outdoor Arena:

The outdoor arena is available to Boarders if, and only if, it doesn't conflict with Polk County Conservation Board activities, rental uses, or other planned functions. A reservation is required to use the outdoor arena only if needed for Boarders. Please check at office for details.

Iowa DOT Project No. _____
Owner Project No. _____

**Professional Services Agreement
for Chichaqua Valley Trail Extension**

This is an **AGREEMENT**, made as of the _____ day of _____ in the year 2012;

by and **BETWEEN** Polk County Conservation, identified as the **Owner** ;

Polk County Conservation
11407 NW Jester Park Drive
Granger, IA 50109
Phone: (515) 323-5300

and the **Consultant** ;
Snyder & Associates, Inc.
2727 SW Snyder Boulevard
Ankeny, IA 50023
Phone: (515)-964-2020
FAX: (515)-964-7938

for the following Project:

The **Owner** has decided to extend an existing multi-use trail in accordance with the current Statewide Transportation Improvement Program. It has been determined that the **Consultant** shall proceed with the preparation of final design, plans, specifications and estimates for the improvements, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary survey and engineering services in connection with the design and preparation of plans, specifications and estimates for the improvements. The **Consultant** is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of professional engineers.

TABLE OF CONTENTS

Article Number And Description

- 1 Initial Information**
 - 1.1 Project Parameters
 - 1.2 Financial Parameters
 - 1.3 Project Team
 - 1.4 Time Parameters

- 2 Scope Of Services And Other Special Terms And Conditions**
 - 2.1 Enumeration of Parts of the Agreement

- 3 Form of Compensation**
 - 3.1 Method of Reimbursement
 - 3.2 Subconsultant

- 4 Terms And Conditions**
 - 4.1 Ownership of Engineering Documents
 - 4.2 Revision of Plans
 - 4.3 Extra Work
 - 4.4 Progress Meetings
 - 4.5 Additional Plans
 - 4.6 Termination of Agreement
 - 4.7 Extension of Time
 - 4.8 Mediation
 - 4.9 Arbitration
 - 4.10 Responsibility for Claims and Liability
 - 4.11 Non-Raiding Clause
 - 4.12 General Compliance with Laws
 - 4.13 Subletting, Assignment or Transfer
 - 4.14 Forbidding Use of Outside Agents
 - 4.15 Consultant's Endorsement on Plans
 - 4.16 Compliance with Title 49, Code of Federal Regulations
 - 4.17 Access to Records
 - 4.18 Iowa DOT and Federal Highway Administration Participation
 - 4.19 Severability
 - 4.20 Choice of Law and Form

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is:

Design, plan preparation, specifications, and construction administration and observation for approximately 7.2 miles of multi-use trail. The project includes retrofit of two wooden bridges, and drainage structure rehabilitation as necessary.

1.2 Financial Parameters

1.2.1 The financial parameters are;

Amount of the *Owner's* budget for the *Consultant's* compensation is:
\$247,025.00

1.3 Project Team

1.3.1 The *Owner's* Designated Representative identified as the *Contract Administrator* is: Dennis Parker

The *Contract Administrator* is the authorized representative, acting as liaison officer for the *Owner* for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the *Contract Administrator* and shall be subject to the *Contract Administrator's* approval.

1.3.2 The *Consultant's* Designated Representative is:

Richard Voelker, P.E.

1.4 Time Parameters

- 1.4.1 Date to Proceed: *Consultant* is to begin work under this Agreement upon receipt of a written notice to proceed from the *Owner*.
- 1.4.2 Preliminary design plans including type/size/location for all structures (preliminary design shall be completed and accepted on or before December 11, 2012 or 60 calendar days after receiving the notice to proceed (whichever is greater).
- 1.4.3 The *Consultant* shall not begin final design activities until after the *Owner* has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the *Owner* will provide the *Consultant* notice to proceed with final design activities.
- 1.4.4 Final design, contract plans and specifications and estimates shall be completed and accepted on or before February 26, 2013 or 60 calendar days after receiving the notice to proceed with final design (whichever is greater).

ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

- 2.1 Enumeration of Parts of the Agreement. This Agreement, including its attachments, represents the entire and integrated agreement between the *Owner* and the *Consultant* and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the *Owner*, *Consultant*, Iowa DOT, and the FHWA (if applicable). This Agreement comprises the documents listed below.
 - 2.1.1 The work to be performed by the *Consultant* under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
 - 2.1.2 All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

- 2.1.3 Other documents as follows:
- .1 Fees and Payments – Attachment C
 - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
 - .3 Certification of Consultant - Attachment E
 - .4 Certification of Owner - Attachment F
 - .5 Sample Invoice Form - Attachment G
 - .6 Consultant Fee Proposal - Attachment H

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement

- 3.1.1 For the *Consultant's* services as described under Article 2, compensation shall be computed in accordance with the Lump Sum compensation method, as defined in Attachment C.

3.2 Subconsultant

- 3.2.1 The *Consultant* shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The *Consultant* shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the *Contract Administrator*. The prime *Consultant* is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime *Consultant* unless the *Contract Administrator* has given prior written approval and the Iowa DOT and the FHWA (when applicable) concurs.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

- 4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the *Owner* and shall be delivered to the *Contract Administrator* upon completion of the plans or termination of the services of the *Consultant*. There shall be no restriction or limitation on their future use by the *Owner*, except any use on extensions of the project or on any other project without written verification or adaptation by the *Consultant* for the specific purpose intended will be the *Owner's* sole risk and without liability or legal exposure to the *Consultant*.
- 4.1.2 The *Owner* acknowledges the *Consultant's* plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the *Owner* upon completion of the services and payment in full of all moneys due to the *Consultant*.
- 4.1.3 The *Owner* and the *Consultant* agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. All electronic files will be submitted to the *Owner* by the *Consultant* on CD or other mutually agreed upon medium. Any change to these specifications by either the *Owner* or the *Consultant* is subject to review and acceptance by the other party. Additional efforts by the *Consultant* made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.
- 4.1.4 The *Owner* is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the *Consultant* and electronic files, the signed construction documents shall govern.
- 4.1.5 The *Owner* may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Revision of Plans

- 4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work". Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work".
- 4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.
- 4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.

4.3 Extra Work

- 4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work", it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.

4.4 Progress Meetings

- 4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Plans

- 4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

4.6 Termination of Agreement

- 4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.
- 4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days' written notice to the **Consultant**.
- 4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus

actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.

- 4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.
- 4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.
- 4.7 **Extension of Time**
- 4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.
- 4.8 **Mediation**
- 4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 4.9 **Arbitration**
- 4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in Polk County, Iowa.
- 4.10 **Responsibility For Claims And Liability**
- 4.10.1 The **Consultant** shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the **Consultant**, its members, agents, stockholders, or employees in connection with performance of this Agreement.

4.11 Non-Raiding Clause

4.11.1 The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.

4.12 General Compliance With Laws

4.12.1 The **Consultant** shall comply with all Federal, State and Local laws and ordinances applicable to the work.

4.13 Subletting, Assignment Or Transfer

4.13.1 Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and the Iowa DOT and the FHWA (when applicable) concurs.

4.14 Forbidding Use of Outside Agents

4.14.1 The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.

4.15 Consultant's Endorsement On Plans

4.15.1 The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

4.16 Compliance With Title 49, Code Of Federal Regulations

4.16.1 During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:

4.16.1.1 Compliance with Regulations

4.16.1.1.1 The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.16.1.2 Nondiscrimination

4.16.1.2.1 The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.

4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex, or national origin.

4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT, and/or the U.S. DOT shall impose sanctions, which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, the Iowa DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA, may determine to be appropriate, including, but not limited to:

...1.6.1.1 Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or

...1.6.1.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner**, the Iowa DOT, or the United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT, and the United States, respectively.

4.17 Access To Records

4.17.1 The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all

reasonable times during the agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the *Owner*, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.18 Iowa DOT and Federal Highway Administration Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration (if applicable). The Iowa DOT and the Federal Highway Administration shall have the right to participate in the conferences between the *Consultant* and the *Owner* and to participate in the review or examination of the work in progress.

4.19 Severability

If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

4.20 Choice of Law and Form

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this agreement, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the *Owner*.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

Snyder & Associates, Inc.

_____ Date: _____
David N. Moeller, P.E.
President

Polk County Conservation

_____ Date: _____
Dennis Parker
Director

Iowa Department of Transportation
Accepted for FHWA Authorization*

By: _____ Date: _____
Craig Markley
Office Director
Office of Systems Planning

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A
Scope of Services

A. Project Description

The project includes approximately 7.2 miles from Des Moines to Bondurant of multi-use recreational trail, primarily on former railroad grade. The project includes retrofit of a wooden bridge spanning 4-Mile Creek, a timber bridge crossing Mud Creek, and drainage structure rehabilitation as necessary.

B. Preliminary Survey

The Consultant will perform the preliminary surveys for the project. The field surveys will include horizontal and vertical control, topographic survey, baseline survey, and structural inspection of existing bridge and drainage structures.

Topographic survey will be performed to identify for pertinent features within the project area. Located features may include, but are not limited to, utilities, buildings, pavement and signs. Side road and tie-in surveys will be performed where such features intersect the baseline. Survey shall include hard shots of existing pavements, and other visible features.

Structural inspection will be performed to identify the structural integrity for existing limestone culverts, wooden drainage structures, concrete box culverts, Mud Creek Bridge and 4 Mile Creek Bridge.

C. CADD Base Mapping

The Consultant shall prepare a topographic base map within the effective area of the project. It is anticipated that the design plan scale will be 1"=100' and will be prepared on 11" x 17" plan sheets. Other plan scales may be used to convey different levels of detail as needed.

D. Utility Coordination

The Consultant will coordinate with Polk County, Iowa DOT and utility companies to discuss impacts to said utilities as a result of the project. The Consultant will coordinate with local utility companies and local governments to address any other utility conflicts as a result of this project.

E. Concept Statement

The Consultant shall prepare and submit the Concept Statement to the Iowa DOT in accordance with Project Development Guidelines.

F. Preliminary Design

1. Preliminary Plan Preparation. The Consultant shall utilize the base maps prepared to prepare preliminary plans. The plans shall be in substantial conformance with the concept plan for the project. The preliminary plans shall, at a minimum, include the following items, if applicable.

- a. Proposed typical cross section(s).
- b. Preliminary plan and profile (if needed) of trail design.
- c. Preliminary erosion control plan.
- d. Preliminary signage plan.
- e. Preliminary bridge rehabilitation plans.
- f. Culvert repair plan as necessary.

All plans shall be prepared on 11"x 17" size paper. Trail construction plans shall be at a scale of 1" = 100'. Trail profiles may be placed on the same sheet as the corresponding plan view.

2. Permit Applications. The Consultant will assist the County in the preparation and submittal of permit applications for all necessary permits for the project. This includes, but is not limited to, Iowa DOT and Iowa DNR permit requirements. Work towards any necessary mitigation plans will be considered extra work to be added by Supplemental Agreement.

3. Iowa DOT Submission. The Consultant shall submit Preliminary Plans to the Iowa DOT in accordance with letting procedures.

G. Final Design

The following items shall be prepared in substantial conformance to the preliminary plans prepared for this project and shall address the comments of the County and Iowa DOT staff.

1. Trail Plans and Details. The plans will include proposed improvements, pavement base and surface, construction materials, cross sections (if needed), and details.

2. Special Provisions. Any special provisions required will be included with the Iowa DOT submittals.

3. Bridge Rehabilitation Plans. The plans will include details for the conversion of existing bridges to trail use.

4. Culvert Rehabilitation Plans. The plans will include details for the repair of existing limestone and wood culverts, as necessary.

5. Erosion Control Plan. The Consultant shall provide a Pollution Prevention Plan in accordance with Iowa DNR guidelines and will assist the County in securing a NPDES permit for the project. Publication costs and permitting fees will be paid by the Consultant and reimbursed by the County.

6. Iowa DOT Submission. The Consultant shall submit Check Plans and Final Plans to the Iowa DOT in accordance with letting procedures.

H. Bid Period Assistance

1. Soliciting Bids. The bid lettings shall be by the Iowa DOT

2. Plan Clarification and Addenda. The Consultant shall assist the County and the Iowa DOT as required.

3. Recommendation of Award. The Consultant shall review the bids following the letting and provide the County with a recommendation regarding the award of the construction contract.

I. Design Services Project Management

1. Project Design Schedule. The Consultant shall provide the County with a monthly update of the project plan prepared as part of the response to this request for proposal. If design work is not progressing in a manner to comply with the anticipated completion date, the project team including the Consultant and the County will develop an action plan to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. Additionally, the update shall include a list of requested information from the County with a desired response date noted to avoid delay of the Consultant's services.

2. Monitoring Project Scope. The Consultant shall inform the County of any engineering services required that are not included in the project scope of the design services contract approved by the County for this project. This notice must occur prior to any extra services being performed. Only those services approved by the County are eligible for compensation.

3. Project Review Meetings. The Consultant shall present information pertaining to the project at periodic project review meetings with the County. The information shall include both technical and project management issues.

J. Deliverables

The scope of design services for the initial agreement shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the Director:

- One set of preliminary plans to the Iowa DOT and the County.
- One set of check plans to the Iowa DOT and the County.
- Two sets of original final drawings and special provisions.
- Delivery of final reproducible to the Iowa DOT.
- Final cost opinion.

All plan sets shall be half size (11" x 17").

All services shall be in conformity with the Iowa Department of Transportation Standards, Design Guides and Specifications, and Title 23 U.S. Code of Federal Regulations, Part 625. In addition, applicable sections of the U.S. Department of Transportation, Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications, and estimates.

K. Construction Services

1. Construction Administration: The Consultant shall perform the following administrative services during construction of the Project:

- a. Preconstruction Conferences - The Consultant shall arrange and conduct a preconstruction conference with the Contractor and County, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. Site Observation – The Consultant shall visit the construction site, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.
- c. Contractor Payment Requests - The Consultant shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- e. Notification of Nonconformance - The Consultant shall notify the County of any known work which does not conform to the construction contract, make recommendations to the County for the correction of nonconforming work and, at the request of the County, see that these recommendations are implemented by the contractor.
- f. Shop Drawings - The Consultant shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- g. Substantially Complete and Final Site Observation - The Engineer shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
- h. Final Acceptance – The Consultant shall make final acceptance recommendations to the County.
- i. Iowa DOT Audit – The Consultant shall prepare for and participate in the final Iowa DOT Audit of the project.

2. Construction Staking

The Consultant shall be responsible for providing construction stakes for the Project. Staking will be limited to intersections between the trail and roads, new culverts, and culvert extensions. Staking will be limited to 8 trips to the site to complete the work. Re-staking and other services are not included in this agreement.

3. Construction Observation

The Consultant will provide one or more Resident Engineer or Resident Construction Observer for the Project as required during the Construction Phases. The Construction Observer will give guidance to the Project during the construction periods, including the following:

- a. Setting and/or checking of lines and grades required during construction.
- b. Observation of the work for general compliance with plans and specifications.
- c. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

4. Construction Testing

The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to Iowa Department of Transportation requirements.

ATTACHMENT B
Specifications

Construction on this project will be governed by the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009, plus General Supplemental Specifications; and applicable Supplement Specifications, Developmental Specifications, and Special Provisions.

Deliverables will be produced and submitted to the *Owner* and Iowa DOT according to the Iowa Department of Transportation Instructional Memorandum to Local Public Agencies regarding Project Development Submittal Dates and Information (I.M. No. 3.005).

**ATTACHMENT C (referenced from 3.1)
Fees and Payments - Lump Sum**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the *Consultant* shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$247,025.00 The estimated staff hours and fees are shown in this attachment.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

3.1.1.2 Reimbursable Costs. Reimbursement of costs is limited to those that are allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The *Contract Administrator* will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the *Consultant* shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. The *Consultant* agrees to reimburse the *Owner* for possible overpayment determined by final audit.

ATTACHMENT D
Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa
Polk County

I, David N. Moeller, P.E., President of Snyder & Associates, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.

(signature)

Subscribed and sworn to this _____ day of _____, 2012.

ATTACHMENT E
Certification of Consultant

I hereby certify that I, David N. Moeller, P.E. am the President and duly authorized representative of Snyder & Associates, Inc., whose address is 2727 SW Snyder Boulevard, Ankeny, IA 50023 and that neither I nor the above firm here represented has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

(signature)

Made this _____ day of _____, _____.

ATTACHMENT F
Certification of Owner

I hereby certify that I, Dennis Parker, am the Director and the duly authorized representative of the Owner, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Iowa DOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(signature)

Made this _____ day of _____, _____.

ATTACHMENT G
Page 6

Consultant Name
Consultant Address
Consultant Address

Lump Sum Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount
Percentage Completed
 Total
Less Amount Previously Billed
 Total Current Bill
Subconsultants
 Name
 Name
 Name
Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

ATTACHMENT H
Page 1
COST ESTIMATE
Preliminary Engineering

POLK COUNTY
CHICHAQUA VALLEY TRAIL EXTENSION

SNYDER & ASSOCIATES, INC.

DIRECT LABOR

Principal	137 hours @	\$52.31	\$7,166.47
Project Manager	290 hours @	\$35.55	\$10,309.50
Land Surveyor III	30 hours @	\$31.20	\$936.00
Engineer IV	464 hours @	\$31.14	\$14,448.96
Lead Technician	56 hours @	\$33.61	\$1,882.16
Technician VII	557 hours @	\$25.54	\$14,225.78
Technician V	138 hours @	\$21.21	\$2,926.98
Clerical V	18 hours @	\$22.31	\$401.58

Total Direct Labor (Rounded) \$52,297.00

General & Administrative Overhead (159.43%) \$83,377.00

Subtotal \$135,674.00

Fixed Fee (13.0%) \$17,638.00

Total Labor Cost \$153,312.00

DIRECT EXPENSES

Mileage 780.0 Miles @ \$0.55 \$429.00

Permitting Fees & Associated Costs \$350.00

Total Direct Expenses \$779.00

TOTAL LUMP SUM FEE \$154,091.00

ATTACHMENT H
Page 2
STAFF HOUR ESTIMATE
Preliminary Engineering

Polk County, Iowa

PROJECT NAME: Chichaqua Valley Trail Extension

	Principal	Project Manager	Engineer IV	Land Surveyor III	Lead Technician	Technician VII	Technician V	Clerical	DIRECT LABOR TOTAL
Project Administration									
Scheduling, Budget and Billing	8.0	24.0						8.0	40.0
Project Coordination	16.0	24.0							40.0
Permitting		16.0	8.0		4.0				28.0
Public Meeting	8.0	24.0	16.0		4.0	16.0		4.0	72.0
Utility Coordination		2.0	8.0						10.0
TOTAL HOURS	32.0	90.0	32.0		8.0	16.0		12.0	190.0
x RATE	\$52.31	\$35.55	\$31.14	\$31.20	\$33.61	\$25.54	\$21.21	\$22.31	
TOTAL	\$1,673.92	\$3,199.50	\$996.48		\$268.88	\$408.64		\$267.72	\$6,815.14
Preliminary Survey									
Horizontal and Vertical Control						6.0	6.0		12.0
ATV/IPS Centerline						20.0	10.0		30.0
Intersection Topography						40.0	40.0		80.0
Administration and Utility Coordination	1.0			30.0					31.0
Bridge and Drainage Structure Inspection	24.0	24.0	30.0			70.0	82.0		230.0
Download and Basemap Generation							20.0		20.0
Easement on Knapp Property							7.0		7.0
TOTAL HOURS	25.0	24.0	30.0	30.0		163.0	138.0		42.0
x RATE	\$52.31	\$35.55	\$31.14	\$31.20	\$33.61	\$25.54	\$21.21	\$22.31	
TOTAL	\$1,307.75	\$853.20	\$934.20	\$936.00		\$4,163.02	\$2,926.98		\$11,121.15
Preliminary Design									
Research and Data Collection	4.0	8.0	8.0						20.0
Intersection Design		2.0	16.0			16.0			34.0
Bridge and Culvert Rehabilitation	40.0	86.0	116.0			68.0			310.0
Drainage Analysis	10.0	24.0	24.0			8.0			66.0
Plan and Profile Sheets	1.0	4.0	16.0		8.0	86.0			115.0
Preliminary Plan Preparation	6.0	10.0	24.0		8.0	60.0		2.0	110.0
Trail Details		2.0	6.0		4.0	24.0			36.0
Preliminary Cost Opinion and Budget Review	4.0	8.0	28.0						40.0
TOTAL HOURS	65.0	144.0	238.0		20.0	262.0		2.0	731.0
x RATE	\$52.31	\$35.55	\$31.14	\$31.20	\$33.61	\$25.54	\$21.21	\$22.31	
TOTAL	\$3,400.15	\$5,119.20	\$7,411.32		\$672.20	\$6,691.48		\$44.62	\$23,338.97
Final Design									
Trail Plan, Tabulations, and Details	1.0	2.0	48.0		4.0	24.0			79.0
Bridge and Culvert Rehabilitation Plans	1.0	4.0	16.0						10.0
Trail Signing		2.0	4.0			4.0			18.0
Erosion Control Plan		2.0	8.0			8.0			16.0
Final Plan Preparation	8.0	12.0	40.0		24.0	80.0		2.0	166.0
Special Provisions and Specifications	1.0	2.0	16.0						19.0
Final Cost Opinion and Budget Review	4.0	8.0	24.0						36.0
NPDES Permit			8.0					2.0	10.0
TOTAL HOURS	15.0	32.0	164.0		28.0	116.0		4.0	338.0
x RATE	\$52.31	\$35.55	\$31.14	\$31.20	\$33.61	\$25.54	\$21.21	\$22.31	
TOTAL	\$784.65	\$1,137.60	\$5,106.96		\$941.08	\$2,962.64		\$89.24	\$11,022.17
TOTALS	137	290	464	30	56	557	138	18	1690

I. Direct Labor (Rounded) \$52,297.00
ii. Payroll & Overhead (159.43%) \$83,377.00
Total Direct Labor & Overhead \$135,674.00

III. Direct Expenses
Mileage \$429.00
Permitting Fees & Associated Costs \$350.00
Total Expenses \$779.00

V. Fixed Fee (13%) \$17,638.00
V. Total Lump Sum Fee \$154,091.00

ATTACHMENT H
Page 3
COST ESTIMATE
Construction Engineering

POLK COUNTY
CHICHAQUA VALLEY TRAIL EXTENSION

SNYDER & ASSOCIATES, INC.

DIRECT LABOR

Principal	14 hours @	\$52.31	\$732.34
Project Manager	66 hours @	\$35.55	\$2,346.30
Engineer IV	90 hours @	\$31.14	\$2,802.60
Lead Technician	56 hours @	\$33.61	\$1,882.16
Technician VII	64 hours @	\$25.54	\$1,634.56
Clerical V	4 hours @	\$21.35	\$85.40
Sr. Construction Manager	140 hours @	\$38.52	\$5,392.80
Technician II	1120 hours @	\$13.00	\$14,560.00

Total Direct Labor (Rounded) \$29,436.00

General & Administrative Overhead (159.43%) \$46,930.00

Subtotal \$76,366.00

Fixed Fee (13.0%) \$9,928.00

Total Labor Cost \$86,294.00

DIRECT EXPENSES

Mileage	4800.0 Miles @	\$0.55	\$2,640.00
Materials Testing, Gradations	1.0 LS @	\$4,000.00	\$4,000.00
Total Direct Expenses			<u>\$6,640.00</u>

TOTAL LUMP SUM FEE \$92,934.00

ATTACHMENT H
Page 4
STAFF HOUR ESTIMATE
Construction Engineering

POLK COUNTY

PROJECT NAME: Chichaqua Valley Trail Extension

	Principal	Project Manager	Engineer IV	Lead Technician	Technician VII	Clerical	Sr. Construction Manager	Technician II	DIRECT LABOR TOTAL
Construction Engineering									
Plan Clarification and Addendum	1.0	2.0	8.0		8.0				19.0
Pre-Construction Meeting	4.0	4.0	8.0				4.0		20.0
Recommendation of Award	1.0	2.0	8.0						11.0
Construction Administration	8.0	40.0	40.0			4.0			92.0
Construction Staking				56.0	56.0				112.0
Construction Observation		8.0	16.0				136.0	1120.0	1280.0
Iowa DOT Audit		10.0	10.0				10.0	10.0	40.0
TOTAL HOURS	14.0	66.0	90.0	56.0	64.0	4.0	140.0	1120.0	1534.0
x RATE	\$52.31	\$35.55	\$31.14	\$33.61	\$25.54	\$21.35	\$38.52	\$13.00	
TOTAL	\$732.34	\$2,346.30	\$2,802.60	\$1,882.16	\$1,634.56	\$85.40	\$5,392.80	\$14,560.00	\$29,436.16
TOTALS	14	66	90	56	64	4	140	1120	1534

i. Direct Labor (Rounded)		\$29,436.00
ii. Payroll & Overhead	159.43%	\$46,930.00
Total Direct Labor & Overhead		\$76,366.00
iii. Direct Expenses		
Mileage		\$2,640.00
Materials Testing, Gradations		\$4,000.00
Total Expenses		\$6,640.00
v. Fixed Fee	13%	\$9,928.00
vi. Total Lump Sum Fee		\$92,934.00

March 2010

B. The COUNTY and BOARD agree:

- (1) That the project will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f) protection.
 - (2) To accept FHWA's *de minimus* finding regarding the Section 4(f) resources and allow DOT to acquire the properties described herein for construction of the project at no cost to DOT.
 - (3) To manage, maintain, and repair as needed the mitigation area identified herein upon execution of this agreement. Management/maintenance activities shall include but are not limited to: site inspection, mowing and/or herbicide control of noxious weeds and invasive plants, prescribed burning, signage, access regulation, and property management of the Des Moines River frontage.
 - (4) To assume management and maintenance of the access lane constructed by DOT to the farm fields owned by the BOARD northeast of the project area.
 - (5) That after management/maintenance of the mitigation areas are assumed by the BOARD, the DOT shall retain the right to construct mitigation features or corrective measures deemed necessary to meet any requirements of the regulatory agencies.
 - (6) The DOT shall retain the right to construct highway projects or improvements as necessary on the mitigation areas owned by DOT and these activities would not be subject to Section 4(f) requirements.
 - (7) Notify and obtain permission from the DOT, Corps of Engineers or DNR for construction activities at the mitigation areas (e.g. trails, etc.), as required.
 - (8) Notify the DOT in the event of catastrophic damage to the mitigation areas (reference item 3.A.6 herein).
4. Future development or land use conversion of the above referenced mitigation parcels, or any part thereof, for any purpose which may interfere with or be detrimental to ecological or mitigation functions are prohibited.
 5. In accordance with Iowa Code Chapter 216, the COUNTY and BOARD shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
 6. If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
 7. This agreement is not assignable without the prior written consent of the DOT.
 8. It is the intent of all parties that no third party beneficiaries be created by this Agreement.
 9. In case of dispute concerning the terms of this Agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

March 2010

10. This Agreement may be executed in three counterparts, each of which so executed shall be deemed to be an original.

11. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2012-16-292, as of the date shown opposite its signature below.

POLK COUNTY BOARD OF SUPERVISORS:

By: _____ Date _____, 20____.
Chairperson

ATTEST:

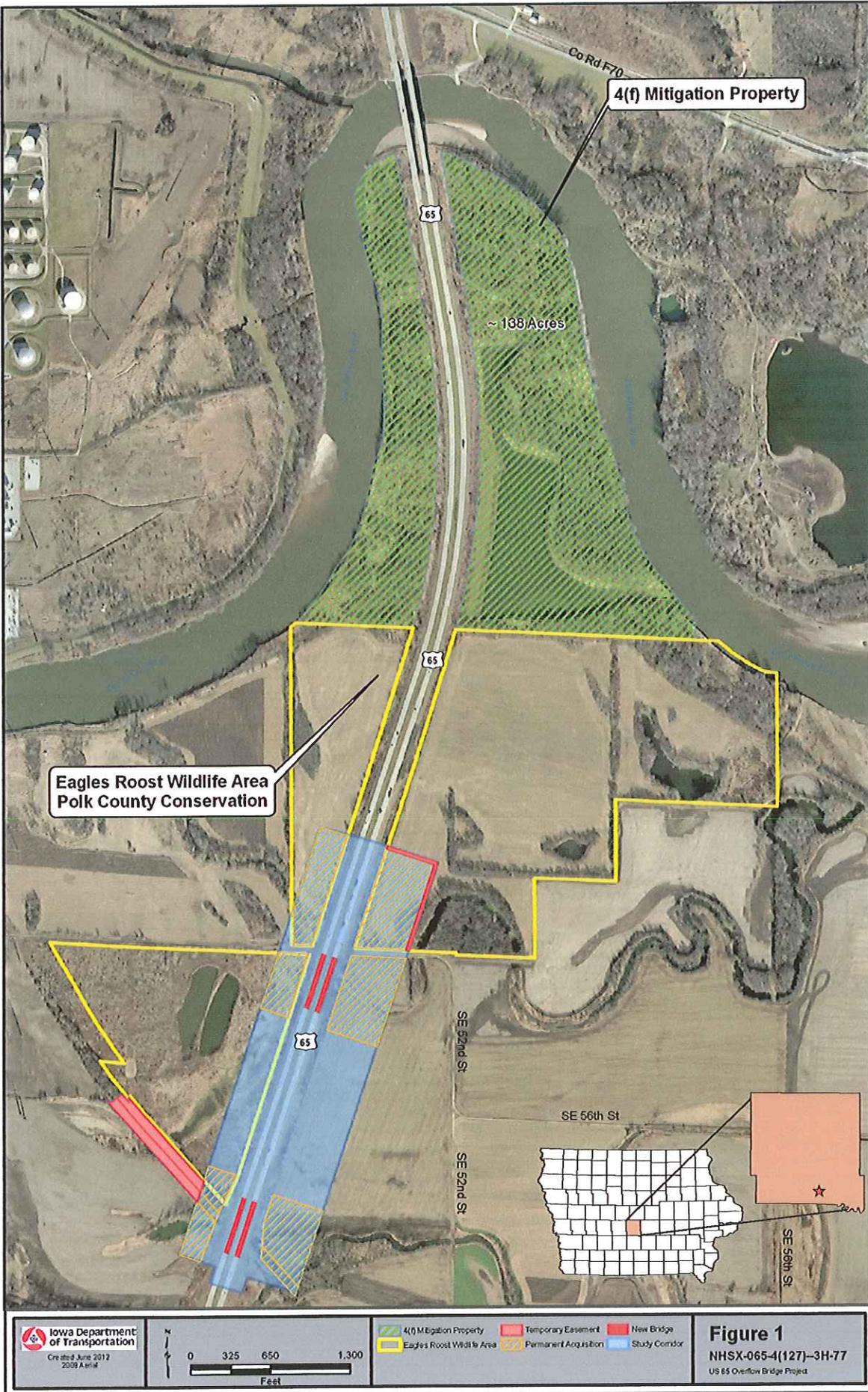
By: _____
County Auditor

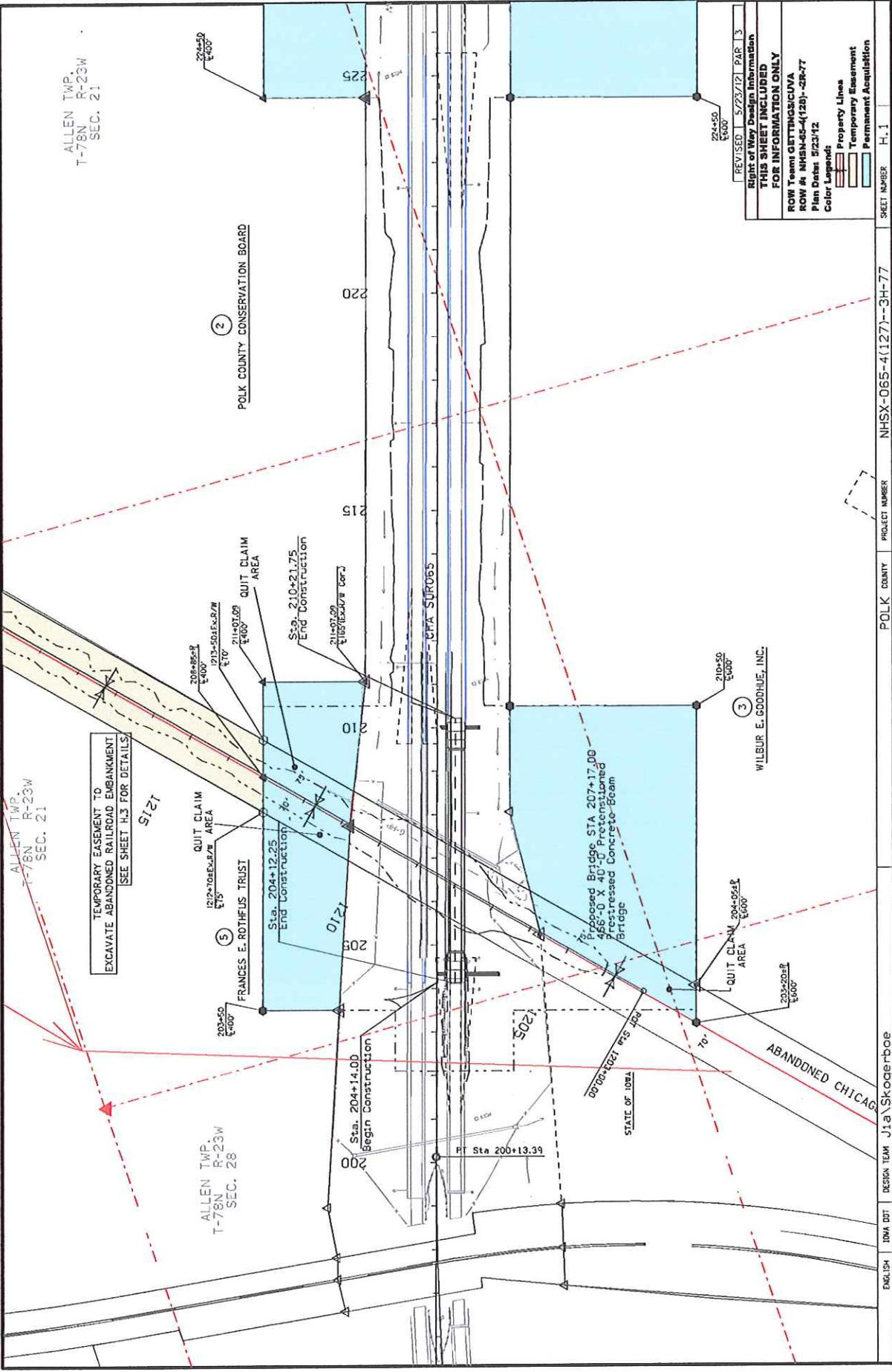
POLK COUNTY CONSERVATION BOARD:

By: _____ Date _____, 20____.
Executive Director

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Scott A. Dockstader
District Engineer
District 1





ALLEN TWP.
T-78N R-23W
SEC. 21

② POLK COUNTY CONSERVATION BOARD

ALLEN TWP.
T-78N R-23W
SEC. 21

TEMPORARY EASEMENT TO
EXCAVATE ABANDONED RAILROAD EMBANKMENT
[SEE SHEET H.3 FOR DETAILS]

ALLEN TWP.
T-78N R-23W
SEC. 28

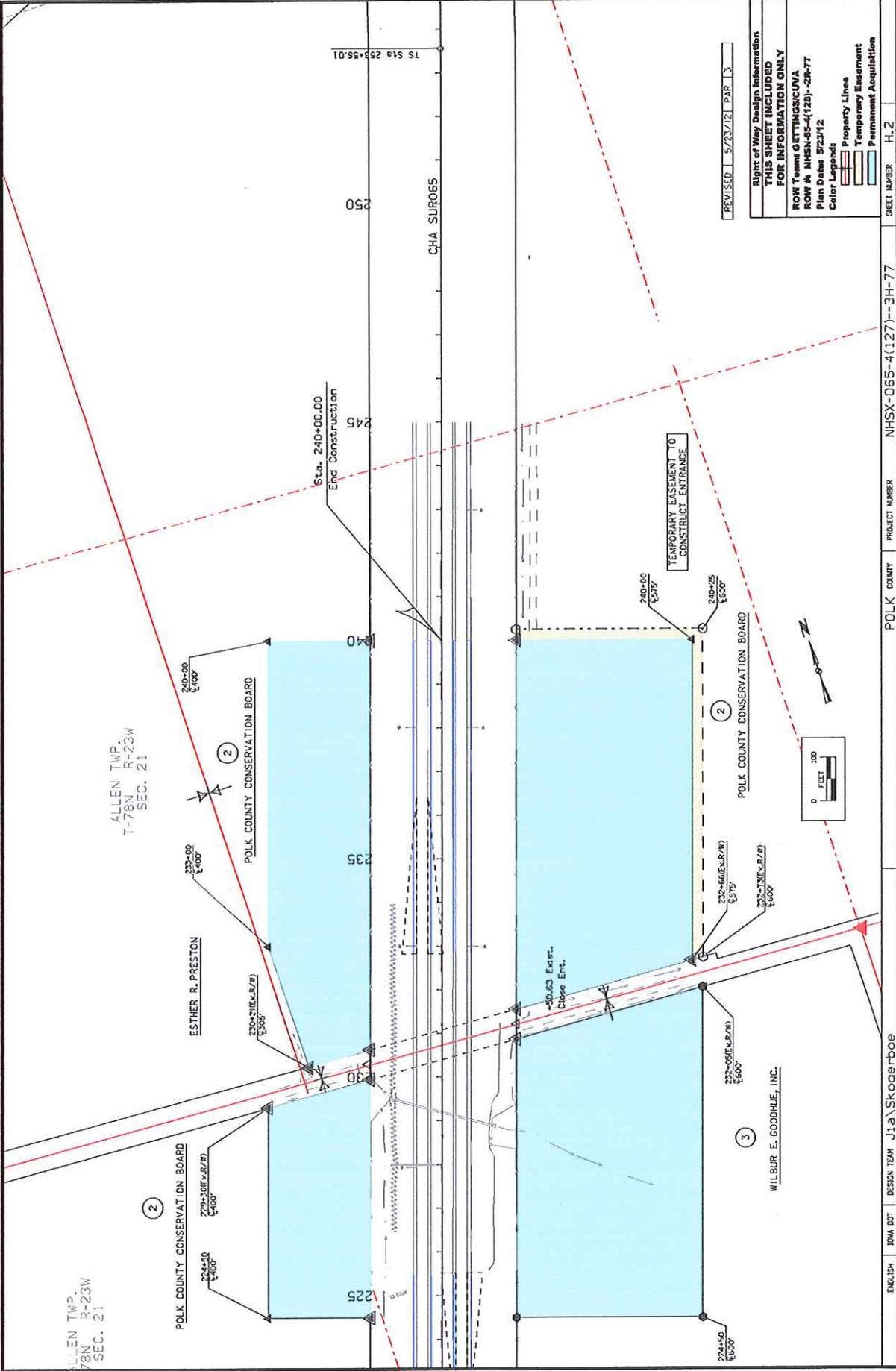
⑤ FRANCES E. ROTHFUS TRUST

③ WILBUR E. GOODHUE, INC.

REVISED 5/23/12 PAR 3
Right of Way Design Information
THIS SHEET INCLUDED
FOR INFORMATION ONLY
 ROW Team: GETTING/CUYA
 ROW #: NHTS-05-4(128)-3R-77
 Plan Date: 5/23/12
 Color Legend:
 [Red Line] Property Lines
 [Blue Line] Temporary Easement
 [Green Line] Permanent Acquisition

ENGLISH IDMA DTD DESIGN TEAM Jia Skogenboe
 DATE 5/23/2012
 PROJECT NUMBER NHTS-065-4(127)--3H-77
 COUNTY POLK COUNTY
 SHEET NUMBER H.1

2012-16-292_PolkCo



REVISED 5/23/12 PAR 3

**Right of Way Design Information
THIS SHEET INCLUDED
FOR INFORMATION ONLY**

ROW Team: GETTINGS/CUVA
ROW #: NWSN-05-4(12B)-2R-77
Plan Date: 5/23/12
Color Legend:

- Property Lines
- Temporary Easement
- Permanent Acquisition

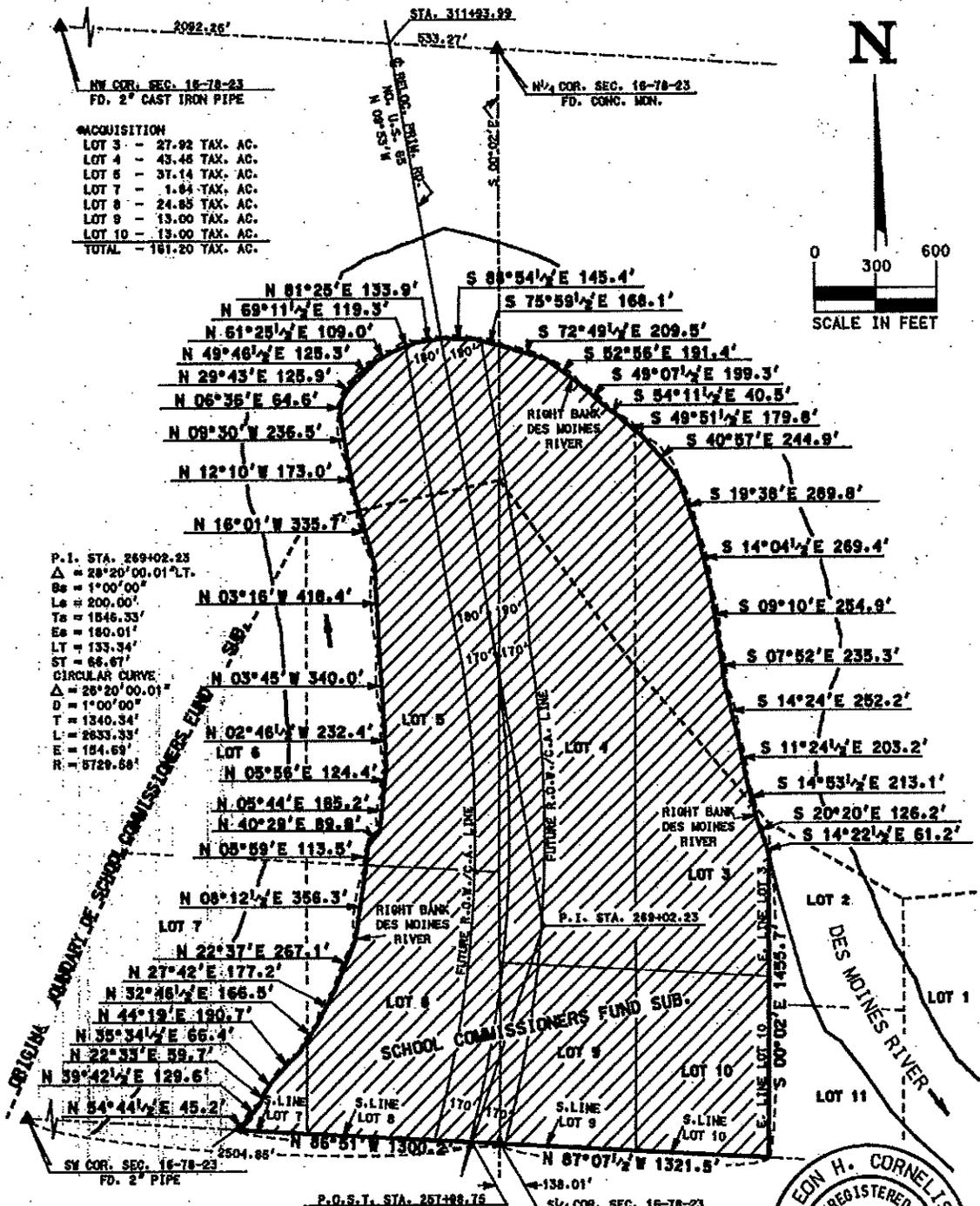
DATE: 5/23/12 12:00 PM
 ENGLISH IDWA DTD DESIGN TEAM Jia Skogerboe
 2012-16-292_PolkCo
 PROJECT NUMBER NWSN-05-4(12B)-2R-77
 POLK COUNTY PROJECT NUMBER NWSN-05-4(12B)-2R-77
 SHEET NUMBER H.2

IOWA DEPARTMENT OF TRANSPORTATION



ACQUISITION PLAT
EXHIBIT "A"

COUNTY POLK STATE CONTROL NO. 77-3800
 PROJECT NO. FN-500-1(7)-21-77 PARCEL NO. 22
 SECTION 16 TOWNSHIP 78N RANGE 23W
 ROW - FEE #161.20 AC. EASE _____ AC. EXCESS - FEE _____ AC
 ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE _____
 ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM HALLETT CONSTRUCTION COMPANY



DATE DRAWN 1/20/93 J.R.P.
2012-16-292 PolkCo

I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Iowa.
Leon H. Cornelis JAN. 25, 1993 Date
 Leon H. Cornelis Reg. No. 5685
 My professional seal expires December 31, 1994

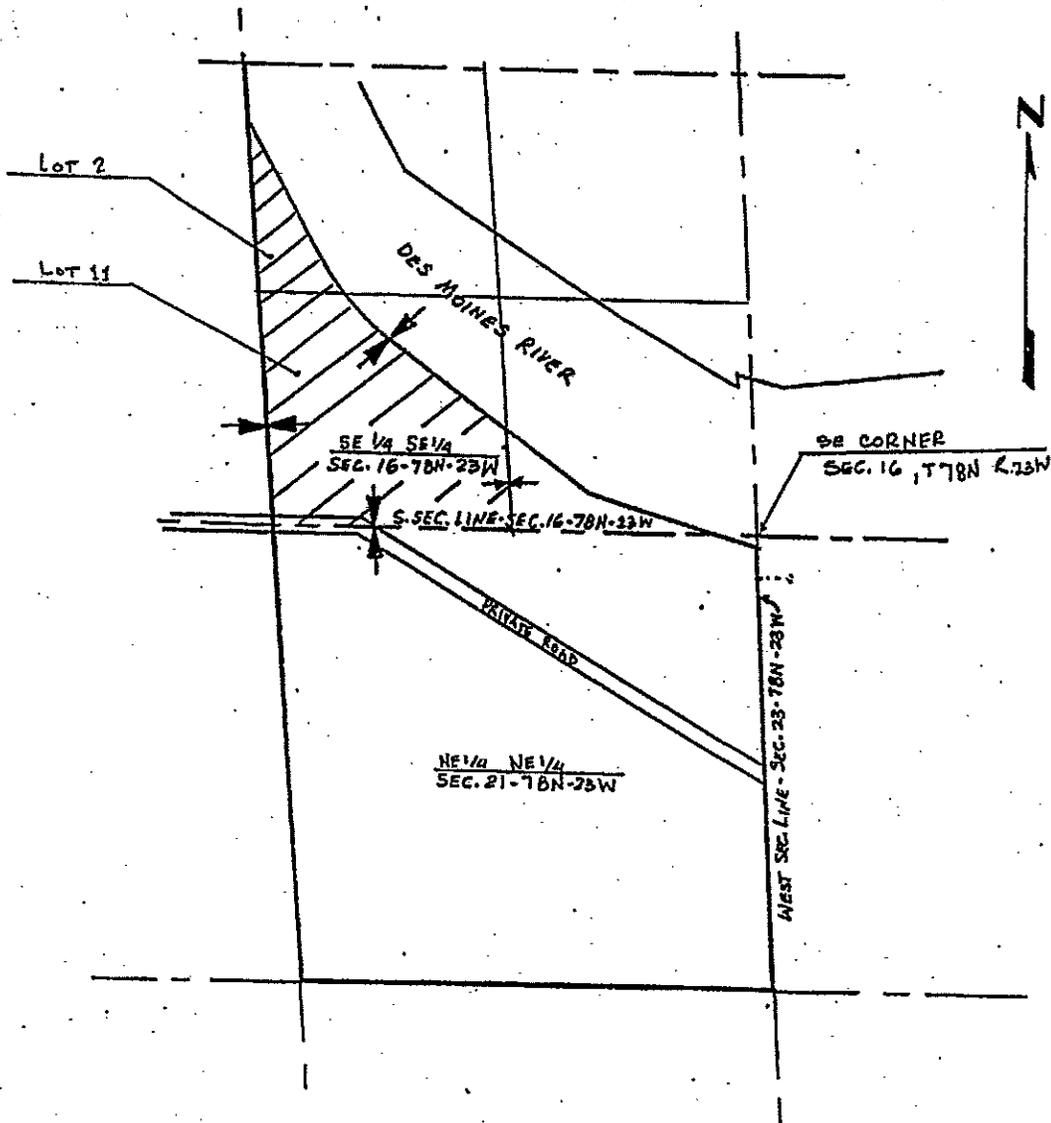




Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "A"

TY	<u>POLK</u>	STATE CONTROL NO.	<u>38.00</u>
EGY NO.	<u>FN-500-1(7)-21-77</u>	PARCEL NO.	<u>41</u>
ON	<u>16</u> TOWNSHIP	<u>78N</u> RANGE	<u>23W</u>
FEE	AC. EASE	AC. EXCESS-FEE	<u>11.75</u> AC
RED FROM	<u>VIRGINIA M. WHALEY, WILLIAM A. KEELING (L.E.)</u>		



DRAWN JAN 25 94 SCALE 1" = 400'

2012-16-292_PolkCo

Polk County Water and Land Legacy Bond



Will I see improvements in my community?

The Polk County Conservation Board will oversee all projects and they serve all communities within Polk County.

(Source: Iowa Code Chapter 350)



Paid for by Izaak Walton League of America,
Des Moines Chapter
4343 George Flagg Parkway
Des Moines, IA 50321

keycode

indicia

Polk County Water and Land Legacy Bond

Early Voting Begins September 27

Polk County Water and Land Legacy Bond

Funding will be managed by the Polk County Conservation Board.

Strict Accountability Measures and Limited Use of Funds

- ✓ Funds can be used solely for the stated purposes
- ✓ Full public disclosure of all expenditures
- ✓ Public access to land acquired for recreation, including hunting and fishing
- ✓ Average cost per household is only \$0.84 cents per month

(Sources: Iowa Code Chapter 22, Iowa Code Chapter 350.6, Polk County Budget Manager's Office - Board of Supervisors)

Polk County Water and Land Legacy Bond

Shall the County of Polk, State of Iowa, issue its general obligation bonds in an amount not exceeding the aggregate amount of \$50,000,000 (to be issued in one or more series) for the purpose of acquisition and development of land for public parks, or other recreation or conservation purposes to be managed by the Polk County Conservation Board, including protecting the water quality of rivers, lakes, and streams, including the Des Moines and Raccoon Rivers and their tributaries, protecting drinking water sources, wildlife habitat, and natural areas, prevention of flooding, and construction and improvement of trails and conservation facilities in Polk County?



What types of projects will be funded?

- Protecting Polk County's drinking water sources
- Protecting water quality of the Des Moines and Raccoon Rivers
- Protecting and restoring natural areas along rivers and streams to help prevent future flooding
- Construction & improvement of trails and conservation facilities

How much will the Polk County Water and Land Legacy Bond cost?

The average home owner will only pay approximately \$0.84 cents per month. The proposed bonding would allow for repayment of the bonds in 20 years or less.

(Source: Polk County Budget Manager's Office)

Polk County Water and Land Legacy Bond • Early Voting Begins September 27

2012- 2013 Revenue Budget

- as of 08/31/12 (16.67% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	%
General - Fund 1					
0213	Equipment	\$ 3,000	\$ -	\$ 3,000	0.0%
6006	Environmental Ed	\$ 55,800	\$ 3,852	\$ 51,948	6.9%
6009	Natural Resources	\$ 109,922	\$ 237	\$ 109,685	0.2%
6011	Haying Operation-CBG	\$ 6,000	\$ -	\$ 6,000	0.0%
6101	Administration	\$ 99,820	\$ 21,533	\$ 78,287	21.6%
6103	Community Outreach	\$ -	\$ -	\$ -	#DIV/0!
6104	Conservation Grants	\$ 500,993	\$ -	\$ 500,993	0.0%
6110	Parks Advocacy Unit	\$ 383,100	\$ 80,872	\$ 302,228	21.1%
6119	Construction/Maint.	\$ 5,000	\$ -	\$ 5,000	0.0%
6124	Equestrian Center	\$ 325,500	\$ 44,515	\$ 280,985	13.7%
Sub-Total - General Fund 1		\$ 1,489,135	\$ 151,010	\$ 1,338,125	10.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 103,000	\$ 8,181	\$ 94,819	7.9%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ 2,129,300	\$ 130,479	\$ 1,998,821	6.1%
Grand Total - Conservation		\$ 3,721,435	\$ 289,669	\$ 3,431,766	7.8%

2012- 2013 Expense Budget

- as of 08/31/12 (16.67% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 97,800	\$ 65,903	\$ 31,897	67.4%
6006	Environmental Ed	\$ 360,707	\$ 68,147	\$ 292,560	18.9%
6009	Natural Resources	\$ 688,628	\$ 146,962	\$ 541,666	21.3%
6011	Haying Operation-CBG	\$ 25,000	\$ 16	\$ 24,984	0.1%
6101	Administration	\$ 758,867	\$ 160,488	\$ 598,379	21.1%
6103	Community Outreach	\$ 198,621	\$ 37,920	\$ 160,701	0.0%
6104	Conservation Grants	\$ 768,285	\$ 208,925	\$ 559,360	0.0%
6110	Parks Advocacy Unit	\$ 453,343	\$ 95,197	\$ 358,146	21.0%
6119	Construction/Maint.	\$ 958,813	\$ 217,313	\$ 741,500	22.7%
6124	Equestrian Center	\$ 382,149	\$ 82,251	\$ 299,898	21.5%
Sub-Total - General Fund 1		\$ 4,692,213	\$ 1,083,123	\$ 3,609,090	23.1%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 938,826	\$ 168,591	\$ 770,235	18.0%
Risk Management - Fund 3					
6100	Insurance,Med., Work. Comp.	\$ 96,300	\$ 47,665	\$ 48,635	49.5%
REAP - Fund 26					
0211	Resource Enhancement	\$ 102,167	\$ 28,631	\$ 73,536	28.0%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ 2,763,200	\$ 214,732	\$ 2,548,468	7.8%