



BOARD MEETING

April 10, 2013 - 5:00 p.m.

Polk County Administration Bldg.
Room 120
111 Court Avenue
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) Open House, Former Board Member Michelle McEnany, 5:00-5:30 p.m.

2) Opening Items

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

3) Consent Agenda Items

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

- a) **Action on Bill List:** approve the PCCB March 2013 bill list.
- b) **Contract Mowing, Memorandum of Understanding:** authorize the PCCB Director to sign Memorandum of Understanding agreements for mowing services provided by PCCB.
- c) **Purchase: CXT Vault Toilets:** approves purchase of three CXT vault toilets from CXT/LB Foster Company for placement at High Trestle Trail Oasis, Great Western Trailhead parking lot, and Easter Lake shelter #4 at a cost of \$65,500 with funds provided by the Polk County Water & Land Legacy Bond and approve the PCCB Chair signing proposal forms.
- d) **Fort Des Moines Pond, 28E Agreement:** approves entering into a 28E Agreement with the Iowa Department of Natural Resources for the purpose of improving water quality and urban fisheries at Fort Des Moines Pond and authorizes the PCCB Chair to sign the Agreement when approved by the Iowa Department of Natural Resources' Natural Resources Commission.
- e) **Chichaqua Bottoms Greenbelt, Land from City of Des Moines:** approves accepting land located at Chichaqua Bottoms Greenbelt as a gift from the City of Des Moines and authorizes the PCCB Chair to sign the deed and further instructs staff to record the completed deed with the County Recorder.
- f) **Jester Park, Camp Area #2 Improvements:** approves publishing notice of public hearing pursuant to Iowa Code 331.305, that a Public Hearing will be held at the PCCB's May 8, 2013 (5:30 p.m.) meeting on granting an easement to Mid American Energy to extend electric service needed for electric pedestals at Jester Park camp-area #2.



BOARD MEETING

- g) **Vehicle Purchases:** approve the purchase of two (2) vehicles from the vendors quoted for the total package price not to exceed \$57,894.26.
 - h) **Easter Lake Park, Road Resurfacing:** ratifies action directing staff to publish notice of public hearing pursuant to Iowa Code 331.305, that a Public Hearing will be held at the PCCB's April 10, 2013 (5:00 p.m.) meeting on road resurfacing to take place at Easter Lake Park.
 - i) **Gay Lea Wilson Trail, Award of Bid:** approves accepting Elder Corporation's bid of \$640,000 to complete the project on the Gay Lea Wilson Greenway Trail according to specifications identified in the contract and authorize the PCCB Chair to sign a contract with the aforementioned Company.
 - j) **Jester Park Equestrian Center, Payment of Lease Horses:** approve leasing 15 trail horses for the 2013 season from Nolan Horses at a cost not to exceed \$13,000.
 - k) **Seasonal Employees:** approve the presented list of individuals for seasonal employment with Polk County Conservation.
 - l) **Chichaqua Bottoms Greenbelt Master Plan – Contract Services:** approves of the reduction in the contract price with HR Green for work on the Chichaqua Bottoms Greenbelt Master Plan from \$74,700 to \$67,700 and authorize the PCCB Chair to sign a contract with Dr. Summerville and Drake University in the amount of \$9,868 to complete ecological research at Chichaqua Bottoms Greenbelt that will help assist with the development of that Master Plan.
- 4) **Public Hearing: Equipment Maintenance Building**
 - 5) **Equipment Maintenance Building, Award of Bid**
 - 6) **Public Hearing & Approval of Expenditure: Easter Lake Road Resurfacing**
 - 7) **Architectural/Engineering Services, Award of Contracts**
 - 8) **Beaver Creek Greenbelt, Land Acquisition**
 - 9) **Camp Creek, Land Acquisition**
 - 10) **Chichaqua Bottoms Greenbelt, Land Acquisition – Former Shaw Property**
 - 11) **Chichaqua Bottoms Greenbelt, Land Acquisition**
 - 12) **West Des Moines Pine Avenue Trail Partnership**
 - 13) **Deputy Director & Construction Maintenance Supervisor Positions**
 - 14) **Organizational Review**
 - 15) **Employee Introductions**

PUBLIC COMMENTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

ADJOURNMENT

1) Open House, Former Board Member Michelle McEnany

An open house will be held 5:00-5:30 p.m. to honor Michelle McEnany for her time served as a Polk County Conservation Board Member.

2) 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 March 13, 2013. Minutes for the meeting are attached.

3) Consent Agenda Items

a) Action on the Bill List

March 2013 expenditures have been e-mailed to the Board for review.

STAFF RECOMMENDATION: That the Board approve the PCCB March 2013 bill list.

b) Contract Mowing, Memorandum of Understanding

PCCB has been assisting other governmental agencies in the maintenance of their multi-use trails for a number of years. The original intent of the proposal was to allow PCCB to assist in the maintenance of trails that were contiguous to PCCB trails but under different ownership. Examples are the Chichaqua Valley Trail and the Gay Lea Wilson Trail. In the past, on a limited basis and as time allows, we agreed to assist the State of Iowa and the United States 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 a successful agreement. Our current rate per hour is \$60.00.

We have also agreed to exchange mowing hours for snow removal hours with Pleasant Hill. This allows us to have a consistent maintenance regime across political jurisdictions and is appreciated by Polk County, Altoona, and Pleasant Hill residences.

A sample Memorandum of Understanding is attached.

STAFF RECOMMENDATION: That the PCCB authorize the PCCB Director to sign Memorandum of Understanding agreements for mowing services provided by PCCB.

c) Purchase: CXT Vault Toilets

In our process of replacing old vault toilets and providing vault toilets rather than portable toilets at various areas, staff has determined three sites to address this season.

1. High Trestle Trail Oasis rest area – Gunnison Unisex
2. Great Western Trail Head parking lot – Gunnison Unisex
3. Easter Lake Park shelter #4 – Tioga Special, Men and Women

The purchase process is on a GSA Contract and with CXT/LB Foster Company. The GSA Schedule Contract is #GS-07F-0602N so three bids are not required. (photos attached)

Cost breakdown:

<u>High Trestle Trail Oasis:</u> CXT Gunnison Unisex price Contractor – delivery, installation, and crane service PCC – rock, equip. rental, site prep and finish TOTAL	 11,461.95 4,238.05 <u>1,300.00</u> \$17,000.00
<u>Great Western Trail Head parking lot:</u> CXT Gunnison Unisex price Contractor – delivery, installation, and crane service PCC – rock, equip. rental, site prep and finish TOTAL	 11,461.95 4,238.05 <u>1,300.00</u> \$17,000.00
<u>Easter Lake shelter #4:</u> CXT Tioga Special men and women Contractor – delivery, installation, and crane service PCC – rock, equip. rental, site prep and finish TOTAL	 20,795.97 8,004.03 <u>2,700.00</u> \$31,500.00
TOTAL PROJECT COST	\$65,500.00

- Wayne Johnson, Const. Maint. Manager

STAFF RECOMMENDATION: That the Board approves purchase of three CXT vault toilets from CXT/LB Foster Company for placement at High Trestle Trail Oasis, Great Western Trailhead parking lot, and Easter Lake shelter #4 at a cost of \$65,500 with funds provided by the Polk County Water & Land Legacy Bond and approve the PCCB Chair signing proposal forms.

d) Fort Des Moines Pond, 28E Agreement

PCCB has completed two projects with the Iowa Department of Natural Resources (DNR) Fisheries Bureau to improve the fisheries in Thomas Mitchell Pond and Two Dam Pond located in Jester Park. As a result of our previous commitment and willingness to work together, we have been approached by the DNR to enter into a 28E Agreement to improve water quality and fishery in Fort Des Moines Pond. (Draft 28# attached)

The proposed 28E Agreement seeks to award \$100,000 in both fiscal year 2013 and 2014 with the money allocated in 2014 subject to the availability of funds. This agreement requires a 25% local match (max. of \$33,334 each year) and must be used to improve water quality and urban fisheries. PCCB's share will be provided by Polk County Water & Land Legacy Bond

Staff has been working with the DNR and has outlined numerous projects in which the funding can be used for including dredging, jetties, silt dikes and ditch checks. These practices will improve water quality, fisheries health, pond access, and outdoor recreation opportunities.

The 28E has been reviewed by our County Attorney and recommended changes have been sent to the DNR for final approval. The DNR anticipates approval of the Natural Resources Commission on May 9, 2013

- Mark A. Dungan, Natural Resources
Manager

STAFF RECOMMENDATION: That the Board approves entering into a 28E Agreement with the Iowa Department of Natural Resources for the purpose of improving water quality and urban fisheries at Fort Des Moines Pond and authorizes the PCCB Chair to sign the Agreement when approved by the Iowa Department of Natural Resources' Natural Resources Commission.

e) Chichaqua Bottoms Greenbelt: Land from City of Des Moines

In the 1990's, the City of Des Moines and PCCB began a series of cooperative wetland mitigation projects designed to allow the City to mitigate for wetland impacts on a variety of projects. It was the intent of both parties that the County would assist the City in creating high quality wetland that the County would later own and operate as the property as restored natural area for use by the public.

This was the second cooperative project at Chichaqua. The first project in the mid 1990's was so successful that this one was begun in approximately 1998. Polk County Conservation agreed to help design, plant and maintain the project until such time as the City had developed the entire wetland site and satisfied the Corps of Engineers requirements. The land was then to be deeded to the County and the property would then be managed by PCCB to retain the wetland values developed on the site.

That project is essentially completed this year and although the City still has an obligation to complete monitoring as required by the Corps, it is time to transfer the property to County ownership. (map attached)

The City Council has completed the actions necessary to transfer the property and the PCCB needs to accept the property and authorize the Chair to sign the deed.

- Loren Lown, Natural Resources Specialist

STAFF RECOMMENDATION: That the Board approves accepting land located at Chichaqua Bottoms Greenbelt as a gift from the City of Des Moines and authorizes the PCCB Chair to sign the deed and further instructs staff to record the completed deed with the County Recorder.

f) Jester Park, Camp Area #2 Improvements

In the A&E agreement PCCB has with Shive-Hattery we have requested planning and design of additional electric camping sites at Jester Park camp area #2. Staff will meet with Mid-American Energy to receive anticipated costs and an easement route needed to extend electric service from an existing transformer located near the lower shower house and extend east approximately 500 feet, for a new transformer setting. Granting of an easement requires holding a public hearing.

STAFF RECOMMENDATION: That the Board approves publishing notice of public hearing pursuant to Iowa Code 331.305, that a Public Hearing will be held at the PCCB's May 8, 2013 (5:30 p.m.) meeting on granting an easement to Mid American Energy to extend electric service needed for electric pedestals at Jester Park camp-area #2.

g) Vehicle Purchases

The FY 2013-14 capital outlay budget includes \$63,000 to replace the following vehicles on the current vehicle and equipment replacement schedule: 1998 GMC Jimmy and 2000 Ford F-350.

Staff researched the purchase of these vehicles from the current State of Iowa contracts with the Department of Administrative Services, Department of Transportation and Iowa Regents. The following vehicles were found on that contract and meet our specifications.

1. (1) 2013 Ford F-250, 4X4, ext. cab, long box (Charles Gabus Ford)	27,211.88
(1) Spray boxliner : Hawkeye Truck Equipment	350.00
Total	\$27,561.88
2. (1) 2013 Ford F-350, 4X4, crew cab, long box (Charles Gabus Ford)	28,982.38
(1) Spray boxliner : Hawkeye Truck Equipment	350.00
Total	\$29,332.38
Contingency	\$ 1,000.00
TOTAL EXPENDITURE	\$57,894.26

The order for these vehicles will be placed before the production deadline cut-off. Delivery will be taken after July 1, 2013.

- George Lentz, Eqpt. Maint. Supt.

STAFF RECOMMENDATION: That the Board approve the purchase of two (2) vehicles from the vendors quoted for the total package price not to exceed \$57,894.26.

h) Easter Lake Park, Road Resurfacing

The Board was polled requesting approval to publish notice to hold a public hearing at your April 10, 2013 (5:00) p.m. meeting on the expenditure to do road resurfacing work at Easter Lake Park. The Board needs to ratify this action.

STAFF RECOMMENDATION: That the Board ratifies action directing staff to publish notice of public hearing pursuant to Iowa Code 331.305, that a Public Hearing will be held at the PCCB's April 10, 2013 (5:00 p.m.) meeting on the expenditure to do road resurfacing work at Easter Lake Park.

i) Gay Lea Wilson Trail, Award of Bid

PCCB received a Federal Recreation Trail grant in November of 2012 (STP-E-C077(195--8V-77), to complete the section of the Gay Lea Wilson trail between NE 29th Street/NE 54 Ave to 4-Mile Creek South along creek to near Aurora Avenue. The grant thru the Iowa Department of Transportation for \$500,965.79 includes a required match of \$125,241.45. All match dollars and additional funds to complete the project have been budgeted within PCCB's bond account or other grant sources.

The Iowa DOT has accepted bids on behalf of PCCB. They have determined the contractor who provided the lowest responsive bid. It is our responsibility to analyze the bids and make a final determination to award the contract or reject all bids.

The Engineers Estimate and Bid Recap are as follows:

Engineers Estimate	Average of Bids	Elder Corp.	Howrey Const.	Absolute Concrete	Godbersen-Smith Const.	Hawkeye Paving Corp.
\$868,718	\$748,632	\$640,000	\$667,879	\$695,122	\$727,412	\$1,012,749

Upon Board approval PCC expects the successful contractor to start work July 2013 and have the work completed by late fall 2013.

Copy of contract attached.

- Loren Lown, Natural Resources Specialist

STAFF RECOMMENDATION: The the Board approves accepting Elder Corporation's bid of \$640,000 to complete the project on the Gay Lea Wilson Greenway Trail according to specifications identified in the contract and authorize the PCCB Chair to sign a contract with the aforementioned Company.

j) Jester Park Equestrian Center, Payment to Lease Horses

Each year the Jester Park Equestrian Center leases 15 trail horses that are used in the May – October period for trail rides, camps and pony rides. The lease cost and transportation charges are budgeted costs of the Equestrian Center. For the 2013 season, the Equestrian Center will lease 15 horses from Nolan horses at \$750.00 per horse, and pay transportation charges to deliver the horses in the amount of \$1,200 – 1,500.

STAFF RECOMMENDATION: That the PCCB approve leasing 15 trail horses for the 2013 season from Nolan Horses at a cost not to exceed \$13,000.

k) 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.

Hire Date	Name	Position	Area	Hourly Rate
4/2013	Beth Waage	Asst. Naturalist	Env. Ed	\$12.00
4/2013	Art Coverdell	Cons. Lbr I	TM/YB	\$10.41
4/2013	Curtis Naeve	Cons. Lbr I	TM/YB	\$10.41
4/2013	Charlie Harper	Cons. Lbr I	EL	\$10.41
4/2013	Dan Schulte	Cons. Lbr I	EL	\$10.41
4/2013	Bruce Dodge	Cons. Lbr I	JP	\$10.41
4/2013	Charles Beebe	Cons. Lbr I	JP	\$10.41
4/2013	Mary Chambers	Cons. Lbr I	JP/NR/CBG	\$10.41
5/2013	Tanner Scheuermann	Cons. Lbr II	CBG	\$11.14
4/2013	Tom Corbitt	Cons. Lbr II	JP/NR	\$11.14
4/2013	John Guthrie	Work Cw Trnspt	ADM	\$11.14
4/2013	Dallas Thurman	Cons. Lbr I	JP	\$10.41
4/2013	Carroll Lister	Cons. Lbr I	JP	\$10.41
4/2013	Jim Williams	Cons. Lbr I	EL	\$10.41
4/2013	Angel Ramirez	Cons. Lbr I	EL	\$10.41
4/2013	Steve Cullinan	Cons. Lbr I	YB/TM	\$10.41
4/2013	Joe Judson	Cons. Lbr I	YB/TM	\$10.41
5/2013	Jon Brand	Cons. Lbr I	YB/TM	\$10.41
5/2013	Ron Naeve	Cons. Lbr I	EL	\$10.41
5/2013	Ed Anderson	Cons. Lbr I	JP	\$10.41
2/2013	Kendra Decker	Stbl Lbr I	EC	\$9.25
4/2013	Matthew Card	Stbl Lbr I	EC	\$9.25
4/2013	Lacey Jensen	Stbl Lbr I	EC	\$9.25
4/2013	Ellen Westhoff	Stable Att.	EC	\$7.73

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

l) Chichaqua Bottoms Greenbelt Master Plan – Contract Services

Staff initiated discussions with Dr. Keith Summerville of Drake University concerning the need for more complete information relating to natural resource management necessary for the master planning process. Staff feels that additional information is

required in order to make informed decisions as to the appropriate development choices. Without that knowledge, we will not be able to balance development and resource protection.

We solicited a proposal from Dr. Summerville to develop a GIS based map of plant communities and their unique characteristics along with habitat suitability models for five conservative animal species. This information will provide critical habitat mapping that will inform decisions during the master planning process. This information is crucial to determine what potential impacts our development choices are likely to have.

HR Green has determined that they prefer not to include Dr. Summerville’s proposal in their contract and suggest that we independently contract with him to gather that information. They have proposed a reduction in their stated contract price from \$74,700 to \$67,700 to reflect the work to be done by Dr. Summerville.

The proposal from Dr. Summerville is attached. He proposes to do the work in a timely manner to provide the ecological research necessary to support the master planning process for a cost of \$9,860.

- Loren Lown, Natural Resources Specialist

STAFF RECOMMENDATION: That the Board approves of the reduction in the contract price with HR Green for work on the Chichaqua Bottoms Greenbelt Master Plan from \$74,700 to \$67,700 and authorize the PCCB Chair to sign a contract with Dr. Summerville and Drake University in the amount of \$9,868 to complete ecological research at Chichaqua Bottoms Greenbelt that will help assist with the development of that Master Plan.

4) Public Hearing: Equipment Maintenance Building

A public hearing will be held on the construction of a 60’ x 104’ pole building with 16’ sidewalls for use as an Equipment Maintenance repair building. Preliminary estimated costs for the structure portion of the project were approximately \$200,000 to \$225,000.

Estimated costs are as follows:

Building structure including concrete work, trench drain w/grease and sand interceptor, interior ceiling liner, in ground hoist base, interior side-wall steel and insulation	\$179,500
Interior finish, 400 amp elec. service, HVAC, I.T. cable, misc.	\$129,250
5% project contingency	\$ 16,250
TOTAL ESTIMATED COST	\$325,000

- Wayne Johnson, Construction/Maint. Manager

STAFF RECOMMENDATION: That the Board approves the plans and specifications for the construction of a 60’ x 104’ pole building with 16’ sidewalls for use as an Equipment Maintenance repair building with an estimated construction cost of

\$325,000 with funding for this project provided by the Polk County Water, Land & Legacy Bond.

5) Equipment Maintenance Building, Award of Bid

As part of the Equipment Maintenance building project, staff posted a Notice to Bidders with the construction plans, specs, and project information, for the construction of a 60' x 104' pole building with 16' sidewalls. A sealed bid opening was held at the Polk County Administration office on Monday, April 1, 2013 at 10:05 a.m. Packets were sent to three companies with only one response.

The following bids were received:

Pro-Line Building Corp, New Sharon, Iowa	\$179,500
Bloom Construction, Oskaloosa, Iowa	No Bid
NuMark Building Corp., Pella, Iowa	No Bid

Staff will complete the interior wall framing for misc. office, breakroom, restroom plumbing, electric, HVAC system and misc. finish

	\$129,250
Contingency	<u>\$ 16,250</u>
TOTAL PROJECT COST	\$325,000

- Wayne Johnson, Construction/Maint. Manager

STAFF RECOMMENDATION: That the Board approve Pro-Line Building Corp. bid of \$179,500 for the construction of an Equipment Maintenance Building; approves associated construction cost estimates of \$145,500 for a total project cost not to exceed \$325,000 with funding provided by the Polk County Water & Land Legacy Bond and further authorize the PCCB Chair to sign contract documents with Pro-Line Building Co.

6) Public Hearing & Approval of Expenditure: Easter Lake Road Resurfacing

Public Hearing

A public hearing will be held on expending approximately \$200,000 on road resurfacing at Easter Lake Park.

Approval of Expenditure

Staff has met with Polk County engineering personnel to assess repairs needed at three areas of asphalt road in Easter Lake Park. One begins just west of shelter #3 and extends west to include shelter #4 parking lot as well. The second area is the shelter #3 parking lot. The third area is on the north side of the lake and begins at the main gate and extends just past the new Beach asphalt parking lot. Our typical park roadway width is 22'.

This asphalt work will be done as a change order to the existing contract that has been bid through Polk County Secondary Roads Engineering Department and was awarded to the Des Moines Asphalt Paving Co.

Estimated costs are as follows:

Shelter #3 and going west	\$133,956.38
Shelter #3 parking lot	\$ 13,375.00
North side area	\$ 41,164.47
Project Contingency	\$ 11,504.15
TOTAL ESTIMATED COST	\$200,000.00

- Wayne Johnson, Construction/Maint. Manager

STAFF RECOMMENDATION: That the Board approve staff working with Polk County Engineering Department and expending up to \$200,000 to complete needed repairs to three areas of Easter Lake Park asphalt roads with funding for this project provided by the Polk County Water & Land Legacy Bond.

7) Architectural/Engineering Services, Award of Contracts

1. Chichaqua Valley Trail, Snyder & Associates, Inc.:

Engineering services for improvements to 12 bridges between the CVT trail head and the Polk County line. Perform initial inspections for current conditions. Develop recommendations for improvements, give cost opinions for each structure, prepare final report, planning map, and implementation plan.

This will provide enough information to then move into a second phase of the project which would include construction plans, administer a project letting, and perform construction observation and administration services if requested by PCC in a second phase contract.

Estimated cost-----\$12,000

2. Yellow Banks Park Pond Dam Rehabilitation, Stanley Consultants

3. Chichaqua Bottoms Greenbelt Wetlands Design, Stanley Consultants

Staff are reviewing costs for projects #2 and #3 and will bring information to the meeting for Board consideration.

- Wayne Johnson, Construction/Maint Manager
- Mark Dungan, Natural Resources Manager

STAFF RECOMMENDATION: To be presented at the meeting.

8) Beaver Creek Greenbelt, Land Acquisition

At the March Board meeting staff presented several potential acquisition possibilities. One was the 26.57 acre property owned by Xenia Rural Water. Staff negotiated a purchase price within the range authorized by the Board last month and now returns this offer to purchase for the Board's consideration.

Staff negotiated a purchase agreement with Xenia that allowed them to retain the right to future water extraction if needed. There is a Xenia well on the property that

may be used to supply water to their larger system or to Grimes. Staff does not foresee the future use of those water rights as an impediment to public use or conservation values.

The negotiated price of the land is \$3,500 per acre or \$92,995 (Purchase Agreement attached). Funds will be provided by the Polk County Water & Land Legacy Bond.

- Loren Lown, Natural Resources Specialist

STAFF RECOMMENDATION: That the Board authorize the PCCB Chair to sign the offer to purchase property from Xenia Rural Water located at Beaver Creek Greenbelt at a total price of \$92,995 with funds provided by the Polk County Water & Land Legacy Bond; direct staff to complete the acquisition process; and authorize the PCCB Chair to sign the deed and staff to record the same.

9) Camp Creek, Land Acquisition

The Iowa Natural Heritage Foundation (INHF) and PCCB staff has been working with Metro Waste Authority (MWA) to secure 48.85 acres of property adjacent to Camp Creek, immediately south of the landfill. The Board was apprised of this potential acquisition at the March meeting (map attached).

The INHF has secured an option to buy the property from the owners (Rist and Gulling). PCCB can accept the assignment of the option-to-buy from the INHF and then proceed to purchase the property directly from the owners. The cost of the land as negotiated by Metro Waste and the INHF and detailed in the option is \$7,000 per acre or \$341,950, which is a typical cost associated with land adjacent to the landfill. Funds will be provided by Polk County Water & Land Legacy Bond.

The property has steep topography and Camp Creek flows through it from north to south. Because of the steepness and because the property is landlocked -public access is limited. To correct the access problem, MWA has offered to supply an easement that will allow the public access to the parcel as well as to MWA land that lies north of the road, adjacent to the active landfill. The proposed easement would allow full public use of the Rist/Gulling property.

STAFF RECOMMENDATION: That the Board authorize the PCCB Chair to accept and sign the transfer of option-to-buy from the INHF; instruct staff to proceed with the acquisition of the Rist/Gulling property located adjacent to Camp Creek at a total price of \$341.950 with funds provided by the Polk County Water & Land Legacy Bond; authorize the PCCB Chair to sign the purchase agreement; and direct staff to secure an easement to allow full public access across MWA property to the new acquisition.

10) Chichaqua Bottoms Greenbelt, Land Acquisition – Former Shaw Property

The Iowa Natural Heritage Foundation (INHF) assisted the PCCB by buying and holding the 311 acre former Shaw property until the PCCB could repurchase the property (map attached). It has been several years and we are now capable of completing that purchase. It is appropriate to note that the INHF has been an

invaluable partner in the building of Chichaqua. Without them acting in the public's best interest, this important parcel would surely have been sold to a private owner.

The original purchase price was \$1,162,233.73. The property has incurred expenses in the period since the INHF purchased it including property taxes, loan fees, legal expenses, etc. Polk County Conservation Board has made periodic payments to the INHF, and the INHF has applied crop rental income towards the principal. The result is a current balance owed the INHF of \$686,189.37.

PCCB has a REAP grant in the amount of \$258,860, which can be used to offset expenses. The PCCB must expend the funds and then ask to be reimbursed. The cost to acquire will be \$427,329.37 after the REAP grant is finalized. Funds will be provided by the Polk County Water & Land Legacy Bond.

STAFF RECOMMENDATION: That the Board authorizes staff to pay the balance due of \$686,189.37 to the Iowa Natural Heritage Foundation (INHF) to purchase the former Shaw Farm property located at Chichaqua Bottoms Greenbelt from the INHF with funds provided by the Polk County Water & Land Legacy Bond; authorize the PCCB Chair to sign the purchase documents; and authorizes staff to execute the awarded REAP grant in the amount of \$258,860 to offset some of the costs of acquisition.

11) Chichaqua Bottoms Greenbelt, Land Acquisition

The Des Moines Airport had two properties at Chichaqua to use for mitigation purposes. The northern one was purchased by the INHF who is holding the property for us while we pursue grant funding opportunities.

This property is further south, adjacent to highway 65/330, and directly west of the property that the City has deeded to us per agreement and you have been asked to accept (item #3e) on this month's consent agenda (map attached).

This property used to be part of the larger property (total 101 acres) but when the Airport was seeking land where they could mitigate for wetland impacts, the City transferred it (16.283 acres) to the Airport.

Staff was contacted by the attorney for the Airport and began negotiations to acquire this property. The asking price was \$125,985 or \$7,739 per acre, as per a valuation by Hertz Farm Management,

After several months of considering counter offers - it has been agreed that PCCB will offer \$75,000 or \$4,606 per acre for the property, contingent upon Board approval. Funding will be provided by the Polk County Water & Land Legacy Bond.

This property is an in-holding and should be a priority acquisition. It has excellent wetland restoration potential.

- Loren Lown, Natural Resources Specialist

STAFF RECOMMENDATION: That the Board accepts the Des Moines Airport's offer to sell property located at Chichaqua Bottoms Greenbelt at a cost of \$75,000 with funds provided by the Polk County Water & Land Legacy Bond; directs staff to

pursue acquisition; and authorizes the PCCB Chair to sign the required documents to complete the acquisition.

12) West Des Moines Pine Avenue Trail Partnership

The City of West Des Moines is planning to construct a trail connection along Pine Avenue that would connect the newly constructed trail adjacent to the Southwest Connector to our Great Western Trail. Trestle to Trestle Trail (TT Trail) was completed in 2008 as a cooperative project. The Southwest Connector Trail will link with our Browns Woods Trailhead and in the future with other West Des Moines trails. The trail will be 10' wide and offset from Pine Avenue. (See attachments)

The City is proposing to fund this project with the balance of the federal aid funds that they have from constructing the Southwest Connector. The estimated cost of the project is \$250,000. They project a shortfall of available funding to complete the trail project of approximately \$90,000 and have asked Polk County to partner with them in completing this project. Trail management and maintenance would be the responsibility of the City.

This trail connection would be well used and serve as a principal connection to the Great Western Trail and provide easy access to Browns Woods from the Great Western Trail.

STAFF RECOMMENDATION: The Board approves Polk County Conservation Board cost sharing with the City of West Des Moines in the construction of the Pine Avenue trail up to \$90,000 using available reserve funds.

13) Deputy Director & Construction Maintenance Supervisor Positions

Final interviews for the Deputy Director and Construction Maintenance Supervisor positions take place Monday, April 8 and Tuesday, April 9. Staff anticipates bringing information on recommended hires for each position to the meeting for Board approval.

14) Organizational Review

Information on this item will be presented at the meeting for Board approval.

15) Employee Introductions

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, March 13, 2013. The meeting was called to order at 5:34 p.m.

#1a – Roll Call

Board Present: Smith, Kurovski, Johnson, Levis (participated via telephone)
Board Absent: Cataldo

#1b –Oath of Office

Chair Smith administered the Oath of Office to Connie Johnson, newly appointed Member to the PCCB.

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

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE FEBRUARY 13, 2013 MEETING MINUTES AS WRITTEN.

VOTE YEA: KUROVSKI, LEVIS, SMITH

VOTE ABSTAIN: JOHNSON

#2 – Consent Agenda

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD APPROVE REMOVING ITEM L, 28E AGREEMENT, CENTRAL IOWA LAW ENFORCEMENT AGENCIES, FOR CONSIDERATION AT A FUTURE MEETING; AND APPROVES THE REMAINING CONSENT AGENDA ITEMS AS FOLLOWS:

A) APPROVE PCCB FEBRUARY 2013 BILL LIST;

B) 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.**
- C) APPROVE THE COOPERATIVE AGREEMENT #13-02F WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES FOR FISH HABITAT STAMP FUNDS FOR THE INSTALLATION OF ONE DIFFUSED AERATION SYSTEM AT THOMAS MITCHELL POND WITH THREE DIFFUSERS AND ONE DIFFUSED AERATION SYSTEM AT JESTER PARK TWO DAM POND WITH FOUR DIFFUSERS WITH A COST SHARE SPLIT OF \$11,971.10 (90%) FOR THE IOWA DEPARTMENT OF NATURAL RESOURCES' PORTION AND WITH PCCB'S MATCH TO BE AT LEAST \$1,330.12 (10%); AND THE BOARD FURTHER APPROVES PCCB DIRECTOR SIGNING SAID AGREEMENT;**
 - D) APPROVE IOWA POND GUY FOR EQUIPMENT PURCHASE AND INSTALLATION OF TWO AERATION SYSTEMS, ONE AT THOMAS MITCHELL'S POND AND ONE AT JESTER PARK'S TWO DAM POND AT A COST OF \$10,630;**
 - E) APPROVE THE ACCEPTANCE OF IOWA DEPARTMENT OF NATURAL RESOURCES WILDLIFE DIVERSITY GRANT FOR REPTILE IMPROVEMENT AT THE SAND HILL UNIT OF CHICHAQUA BOTTOMS GREENBELT AND FURTHER APPROVE PCCB DIRECTOR TO SIGN SAID GRANT;**
 - F) APPROVES THE APPLICATION FOR LAWCON GRANT FOR THE FORT DES MOINES OUTDOOR CLASSROOM AND IMPROVEMENTS AND AUTHORIZES THE PCCB CHAIR TO SIGN THE RESOLUTION FORM AND GRANT APPLICATION;**
 - G) RATIFYING ACTION DIRECTING STAFF TO PUBLISH NOTICE OF HEARING PURSUANT TO IOWA CODE 331.305, THAT A PUBLIC HEARING WILL BE HELD AT THE PCCB'S MARCH 13, 2013 (5:30 P.M.) MEETING, ON THE PLANS, SPECIFICATIONS, COST ESTIMATE, AND FORM OF CONTRACT FOR CONSTRUCTION OF FOUR RENTAL CABINS AT JESTER PARK; (1)-LARGE CABIN AND (3)-SMALL CABINS, LOCATED IN SECTION 32, T-81-N, R-25-W, JEFFERSON TOWNSHIP, POLK COUNTY, IOWA, OTHERWISE KNOWN AS JESTER PARK;**
 - H) APPROVE DIRECTING STAFF TO PUBLISH NOTICE OF HEARING PURSUANT TO IOWA CODE 331.305, THAT A PUBLIC HEARING WILL BE HELD AT THE PCCB'S APRIL 10, 2013 (5:30 P.M) MEETING ON THE PLANS, SPECIFICATIONS, COST ESTIMATE, AND FORM OF CONTRACT FOR CONSTRUCTION OF EQUIPMENT MAINTENANCE BUILDING AT JESTER PARK;**
 - I) RATIFYING ACTION APPROVING THE PCCB CHAIR TO SIGN A CONTRACT WITH SNYDER AND ASSOCIATES FOR THE DESIGN AND CONSTRUCTION SERVICES NECESSARY TO COMPLETE THE STABILIZATION OF TWO STRETCHES OF STREAMBANK ALONG FOUR MILE CREEK AND THEREBY PROTECT THE NEW TRAIL CONSTRUCTION FOR A CONTRACT AMOUNT NOT TO EXCEED \$22,500;**
 - J) APPROVES AUTHORIZING THE PCCB CHAIR TO SIGN A RESOLUTION AUTHORIZING APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT; APPROVING PCCB PROVIDING MATCHING**

FUNDS; AND APPROVING PCCB MAINTAINING THE TRAIL AFTER IT IS CONSTRUCTED;
K) APPROVE THE PURCHASE OF A STOCK TRAILER FOR THE JESTER PARK EQUESTRIAN CENTER AT A COST NOT TO EXCEED \$15,000;
VOTE YEA: JOHNSON, LEVIS, SMITH, KUROVSKI

#3 – Public Hearing & Award of Bid: Chichaqua Bottoms Greenbelt, Well Enhancement Project

Chair opened public hearing on plans, specifications, cost estimate and form of contract for the Chichaqua Bottoms Greenbelt well enhancement project.

Dungan, Natural Resources Manager, briefed Board on the project.

No comments.

Chair closed the public hearing.

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVES HIRING NORTHWAY WELL AND PUMP COMPANY TO INSTALL THE WELL AT CHICHAQUA BOTTOMS GREENBELT ACCORDING TO SPECIFICATIONS OUTLINED IN RFP #NR 2012-009 WELL REPLACEMENT AT CHICHAQUA BOTTOMS GREENBELT FOR A COST NOT TO EXCEED \$58,323 AND AUTHORIZE THE PCCB CHAIR TO SIGN CONTRACT WITH NORTHWAY WELL AND PUMP COMPANY.
VOTE YEA: LEVIS, KUROVSKI, JOHNSON, SMITH

#4 – Public Hearing: Mid American Energy Easement, Chichaqua Bottoms Greenbelt Well Enhancement Project

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD APPROVE STAFF PUBLISHING NOTICE OF PUBLIC HEARING ON GRANTING EASEMENT TO MID AMERICAN ENERGY TO BRING ELECTRICITY TO THE CHICHAQUA BOTTOMS GREENBELT WELL AT THE APRIL 10, 2013 (5:30 PM) MEETING OR MAY 8, 2013 (5:30 PM) MEETING, WHICHEVER WILL ALLOW FOR ADEQUATE PUBLISHING OF NOTICE.
VOTE YEA: SMITH, KUROVSKI, JOHNSON, LEVIS

#5 – Public Hearing: Jester Park Cabins Project

Chair Smith opened public hearing on the construction of four rental cabins at Jester Park.

Wayne Johnson, Cons. Maint. Manager, briefed the Board on the cabins project.

No comments.

Chair closed the public hearing.

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE CONSTRUCTION OF FOUR (4) RENTAL CABINS AT JESTER PARK AT THE ESTIMATED COSTS OF: 4-CABIN STRUCTURES, \$388,000; SITE AND UTILITIES, \$74,000; SEWER SYSTEMS, \$38,000; AND 5% PROJECT CONTINGENCY, \$25,000 FOR A TOTAL ESTIMATED COST OF \$525,000 WITH FUNDING FOR THIS PROJECT COMING FROM THE POLK COUNTY WATER & LAND LEGACY BOND.

VOTE YEA: LEVIS, KUROVSKI, JOHNSON, SMITH

#6 – Jester Park Cabins, S.I.P.S. (Structural Insulated Panel's) Material & Installation Bid

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE BID AMOUNT AS PROVIDED BY PRESTIGE CARPENTRY OF \$101,276 FOR THE S.I.P.S. MATERIAL AND DELIVERY PACKAGE, AND ALSO APPROVE \$32,500 FOR THE INSTALLATION AND EQUIPMENT NEEDED TO INSTALL, IN A TOTAL AMOUNT NOT TO EXCEED \$133,776 FOR FOUR RENTAL CABINS AT JESTER PARK AND FUNDING FOR THIS PROJECT PROVIDED FROM THE POLK COUNTY WATER & LAND LEGACY BOND.

VOTE YEA: SMITH, JOHNSON, LEVIS, KUROVSKI

#7 – Easter Lake Park, Trail Phases, Professional Services

IT WAS MOVED BY JOHNSON THAT THE POLK COUNTY CONSERVATION BOARD ACCEPT THE PROPOSAL FROM SNYDER AND ASSOCIATES FOR PROFESSIONAL SERVICES ON THE EASTER LAKE TRAIL PHASES AT A COST OF \$293,200 AND FURTHER AUTHORIZES THE PCCB CHAIR TO SIGN THE AGREEMENT.

VOTE YEA: KUROVSKI, JOHNSON, LEVIS, SMITH

#8 – Architectural/Engineering Services, Award of Contracts

IT WAS MOVED BY JOHNSON THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE ARCHITECTURAL/ENGINEERING SERVICE CONTRACTS AS IDENTIFIED; AND FURTHER DIRECTS STAFF TO PROCEED WITH THE PLANNING AND DESIGN OF THE LISTED PROJECTS AND FUNDING

FOR THESE SERVICES PROVIDED BY THE POLK COUNTY WATER & LAND LEGACY BOND.

VOTE YEA: JOHNSON, LEVIS, KUROVSKI, SMITH

#9 – PCCB Purchasing Policy

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE PCCB PURCHASING POLICY AS REVISED.

VOTE YEA: LEVIS, KUROVSKI, SMITH, JOHNSON

#10 – Vehicle Purchases

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE PURCHASE OF FOUR VEHICLES FROM THE VENDORS IDENTIFIED FOR THE TOTAL PACKAGE PRICE NOT TO EXCEED \$115,762.61.

VOTE YEA: KUROVSKI, JOHNSON, SMITH, LEVIS

#11 - Employee Introductions

PCCB employees Brian Herrstrom, Park Ranger, and Heidi Anderson, Naturalist, introduced and told a little about themselves to the Board.

#12 – Closed Session, Land Acquisitions

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD MOVE INTO CLOSED SESSION (6:43 PM) PURSUANT TO IOWA CODE SECTION 21.5(1)(j) TO DISCUSS THE PURCHASE OF PARTICULAR REAL ESTATE (SPECIFICALLY FIVE PARCELS) BECAUSE PREMATURE DISCLOSURE COULD BE REASONABLY EXPECTED TO INCREASE THE PRICE THE PCCB WOULD HAVE TO PAY FOR THAT PROPERTY.

VOTE YEA: SMITH, LEVIS, JOHNSON, KUROVSKI

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD RETURN TO OPEN SESSION (7:15 PM).

VOTE YEA: LEVIS, KUROVSKI, JOHNSON, SMITH

Note: Conflicts of Interest discussed. Dan Flaherty, Asst. County Attorney, advised that he did not see any conflicts for Levis and Kurovski.

IT WAS MOVED BY JOHNSON THAT THE POLK COUNTY CONSERVATION BOARD DIRECT STAFF TO PROCEED WITH NEGOTIATIONS ON FIVE PROPERTIES PURSUANT TO LIMITATIONS IDENTIFIED BY THE PCCB IN CLOSED SESSION.

VOTE YEA: JOHNSON, LEVIS, SMITH

VOTE ABSTAIN: KUROVSKI

PUBLIC COMMENTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

- Director Parker spoke on future land acquisitions
- Easter Lake Master Plan meeting, March 27
- Director Parker reported on status of recruitment for Deputy Director and Construction Maintenance Supervisor positions.

ADJOURNMENT

The meeting was adjourned at 7:35 p.m.

Prepared by: Cindy Lentz

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

THIS AGREEMENT by and between Jasper County Conservation Board located at 115 N 2nd Avenue E, Newton, IA 50208, hereinafter known as "Grantee" and the Polk County Conservation Board located at Jester Park, Granger, Iowa 50109, hereinafter known as the "PCCB", is effective January 1, 2013 through December 31, 2013.

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 3-13-13
Keri Van Zante Date
Director

Gunnison Vault Restroom



Tioga Special Vault Restroom



IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 13CRDFBMKONR0015

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

Polk County Conservation Board

This Cooperative Agreement was approved by the Natural Resource Commission on May 9, 2013.

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Bruce Trautman, Deputy Director

Polk County Conservation Board

By: _____ Date: _____
Polk County Conservation Board
~~Michael Smith~~ Dennis Parker, ~~Chair~~ Director

For DNR use only:	
1. Retain the original contract in the project file and send a hardcopy with the first invoice.	
2. a) Fax contract to 515-281-8895 (check one box below before faxing)	
OR	
b) Email scanned copy to your Division's Contract Rep:	
DIVISION	DIVISION CONTRACT REP
<input type="checkbox"/> Conservation & Recreation	Kim.Rasler@dnr.iowa.gov
<input type="checkbox"/> Director's Office	Karen.Fynaardt@dnr.iowa.gov
<input type="checkbox"/> Environmental Services	Jerah.Sheets@dnr.iowa.gov
<input type="checkbox"/> Management Services	Jennifer.StJohn@dnr.iowa.gov
If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9 th Street, Des Moines, IA 50319.	

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and : [Polk County Conservation Board \(Board\)](#). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

[Polk County Conservation Board](#), a [Polk County Board](#) is organized under the laws of the State of Iowa. The [Polk County Conservation Board](#) address is: [11407 NW Jester Park Drive, Granger 50109-9675](#).

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager:

Martin Konrad
Executive Officer
DNR Fisheries Bureau
502 E 9th Street
Des Moines, IA 50319
Phone: 515/281-6976
Fax: 515/281-8895
Email: martin.konrad@dnr.iowa.gov

**Polk County Conservation Board
Project Manager:**

Mark Dungan
Natural Resources Manger
[11407 NW Jester Park Drive, Granger 50109-9675](#)
Phone: [515/323-5358](tel:5153235358)
Fax: [515/323-5354](tel:5153235354)
Email: mark.dungan@polkcountyiowa.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code [section 28E.3](#). If the statutory authority for this Cooperative Agreement is Iowa Code chapter 28E, then the parties shall comply with the provisions of Attachment 28E, which is attached to this Cooperative Agreement and by this reference made a part of this Cooperative Agreement.

2.2 Background. The Iowa DNR Fisheries Bureau seeks to award a \$100,000 grant in fiscal year 2013 to Board for the purpose of improving the Fort Des Moines Lake fishery. This grant program requires a 25% local match from a metro partner and must be used to improve water quality and urban fisheries. The DNR is committed to awarding another \$100,000 subject to the availability of funds to the Board in fiscal year 2014.

Fort Des Moines Lake, a 14 acre surface water impoundment, located in Fort Des Moines Park in the southern part of Des Moines has been selected for urban fisheries improvements. The lake has a 14:1 watershed ratio which consists of Fort Des Moines, Blank Park Golf Course, a public school and timber land. The Board owns 37% of the watershed.

2.3 Purpose. The DNR’s purpose in entering into this Cooperative Agreement is to provide \$100,000 in fiscal year 2013 and another \$100,000 based on the availability of funds in fiscal year 2014 to improve the sport fishery at Fort Des Moines Lake. The Board’s purpose in entering into this Cooperative Agreement is to obtain required permits, design outlet repairs, in-lake fish habitat improvements and stabilize 1,200 linear feet of shoreline of Fort Des Moines Lake.

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be **May 9, 2013** through **September 1, 2014**, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

3.2 Approval of Cooperative Agreement. If the amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is equal to or greater than \$25,000.00, or if this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then performance shall not commence unless by **May 9, 2013** this Cooperative Agreement has been approved by the **Natural Resource Commission**. If this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then this Cooperative Agreement shall be approved by the **governing body of Board** prior to commencement of performance.

Section 4 DEFINITIONS

“Contractor” shall mean **Board**.

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Cooperative Agreement. Deliverables shall include everything produced by the **Board** that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

5.1 The responsibilities of **Board** shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: To design outlet repairs and shore stabilization activities at Fort Des Moines Lake Description: Submit design plans for DNR approval	No later than August 1, 2013
Task 2: Repair outlet and stabilize shoreline at Fort Des Moines Lake Description: Complete outlet repair and shoreline stabilization work activities	No later than December 31, 2013

Task 3: Design in-lake habitat improvements Description: Submit design and plans for in-lake habitat activities	No later than December 31, 2013
Task 4: In-lake habitat activities Description: Complete in-lake habitat activities.	No later than September 1, 2014
Task 5: Final Report Description: Submit individual final reports for Task 2 and Task 4 stating work activities were completed per approved design plans	No later than January 31, 2012 for Task 2 and no later than October 1, 2014 for Task 4

5.2 The responsibilities of DNR shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Outlet and shoreline design plans Description: Review and approve outlet and shoreline design plans.	No later than August 15, 2013
Task 2 & 5: Compensation Description: Compensate Board for task 2 per Contract Section 7, Compensation.	No later than March 31, 2014 or 60 days after a correct invoice has been submitted
Task 3: In-lake habitat improvements Description: Review and approve in-lake habitat improvement plans.	No later than January 15, 2014
Task 4 & 5: Compensation. Description: Compensate Board for task 4 per Contract Section 7, Compensation.	No later than December 1, 2014 or 60 days after a correct invoice has been submitted

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

6.2 Review Meetings. Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet **quarterly** to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by telephone conference call, at the following times: **the first Monday starting a new quarter at 3:00 pm**. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables,
- Any problems or concerns encountered since the last meeting, and

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. DNR’s source of funding for this Cooperative Agreement is **Fish and Wild Trust Fund**. The Board’s source of funding for this Cooperative Agreement is **Polk County Land and Water Legacy Bond**.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed **75% for Task 2 or \$100,000, whichever is less, based on fiscal year 2013 funding and not to exceed 75% for Task 4 or \$100,000, whichever is less in the event the DNR obtains additional funding of \$100,000 in fiscal year 2014**. Payment by **the Board** for work performed according to the terms of this Cooperative Agreement shall be **25% of the actual expenses incurred or the balance of the contract amount minus the DNR funding amount, whichever is greater**. Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

7.3 Budget. The budget for this Cooperative Agreement shall be as follows:

Board Contribution

Total amount of Board monetary contribution	25% of actual task expenses or the balance of the contract amount minus the DNR funding contribution, whichever is greater.
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DNR Contribution

Total amount of DNR monetary contribution	Not to exceed 75% of actual Task 2 expenses or \$100,000, whichever is less, based on fiscal year 2013 funding. Not to exceed 75% of actual Task 4 expenses or \$100,000, whichever is less, if additional funding is available in fiscal year 2014.
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7.4 Submission of Invoices

For work performed by **Board** invoices shall be submitted to DNR according to the following schedule:

<u>Task Milestone Date</u>	<u>Amount Due</u>	<u>Invoice Due</u> <u>No Later Than:</u>
Task 1 : Outlet structure and shoreline design	NA	NA
Task 2: Complete outlet	Not to exceed \$100,000 or	Date: March 31, 2014 or

structure repair and shoreline stabilization activities	75% of actual expenses, whichever is less and less 10% retainage	60 days after a correct invoice has been submitted
Task 3: In-lake habitat design	NA	NA
Task 4: Complete in-lake habitat improvement activities	Not to exceed \$100,000 or 75% of actual expenses, whichever is less and less 10% retainage	Date: December 1, 2014 or 60 days after a correct invoice has been submitted
Task 5: Completion Reports	Note to exceed 100% of the retained amount for each task (2 or 4)	Date: March 31, 2014 or 60 days after a correct invoice has been submitted for Task 2 activities and December 1, 2014 or 60 days after a correct invoice has been submitted for Task 4 activities

The invoices shall itemize the work performed pursuant to the Cooperative Agreement. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. The party receiving the invoice shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if that party reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to DNR shall be submitted to: Martin Konrad
 Executive Officer
 DNR Fisheries Bureau
 502 E 9th Street
 Des Moines, IA 50319

7.5 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by Board pursuant to this Cooperative Agreement.

7.7 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

**COOPERATIVE AGREEMENT
GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY**

Section 1 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered;

or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, or any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall 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 DNR, Contractor, or the State of Iowa

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 11 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 12 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 13 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 14 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 15 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

17.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

17.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

17.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

17.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. As permitted by the Constitution of the State of Iowa and the statutes of the State of Iowa, the Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

17.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

17.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

17.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

17.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-

insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 19 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees as permitted by the Constitution of the State of Iowa and the statutes of the State of Iowa, that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 20 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 21 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 22 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 23 EQUAL EMPLOYMENT PROVISIONS

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 24 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 25 INFORMATION TECHNOLOGY SECURITY

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at www.iowadnr.gov and <http://das.iowa.gov/index.html>. The Contractor further agrees to read

and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

**Attachment A
Equal Employment Opportunity.**

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs A.1 through A.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

- A.6** In accordance with the provisions of 541 Iowa Administrative Code chapter 4:
- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
 - The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
 - Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
 - Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
 - The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
 - The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
 - The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
 - The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Attachment B
Additional Requirements for Federally-funded Agreements

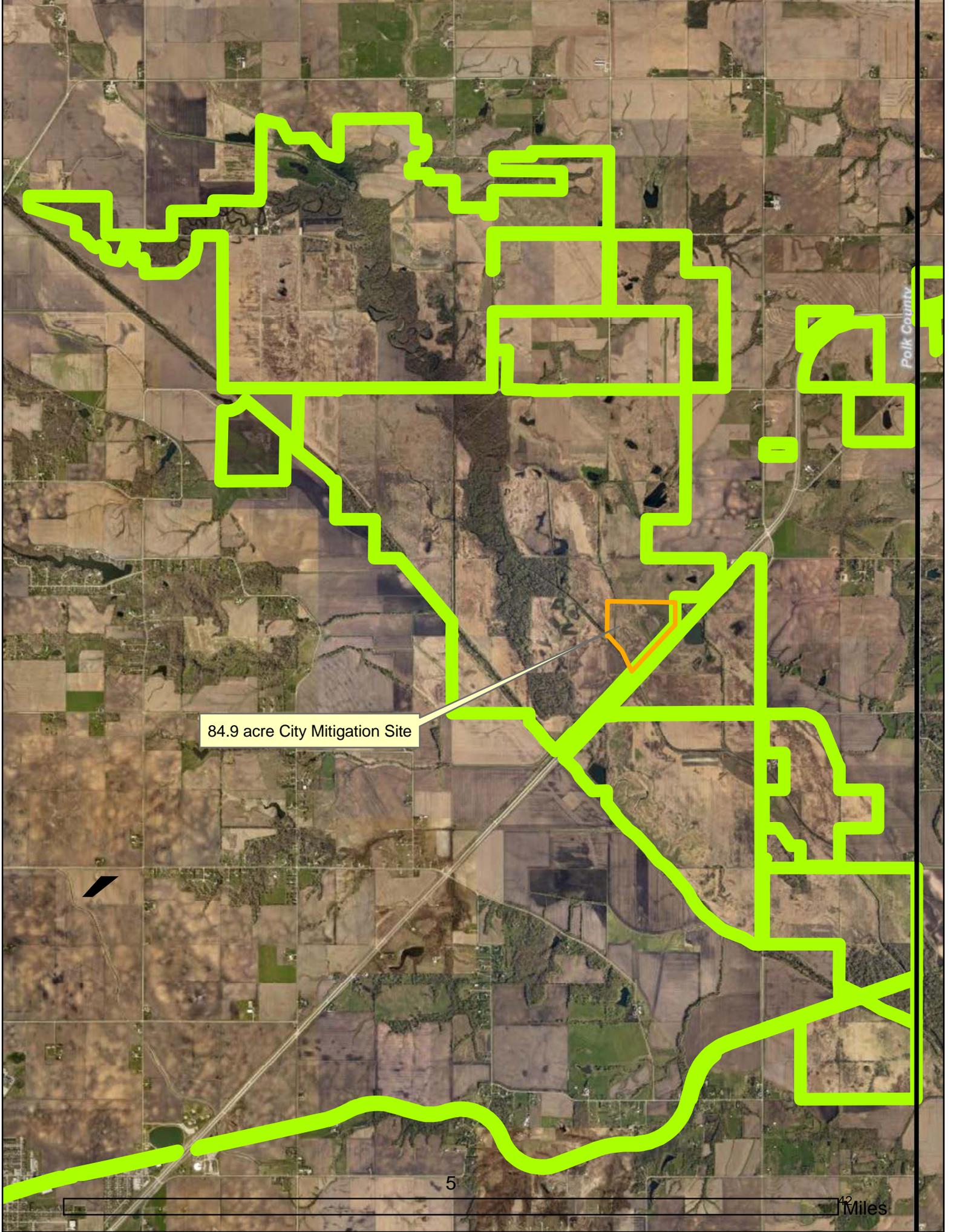
B.1 Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

B.2 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

B.3 Pro-Children Act of 1994. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

B.4 Certified Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

B.5 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.



84.9 acre City Mitigation Site

Polk County

5

1 Miles

IOWA DEPARTMENT OF TRANSPORTATION
VENDOR RANKING

Run Date: 03/21/13
Page: 451 1

Bid Order: 451 Contract ID: 77-C077-195
Letting Date: 130319 10:00 A.M.
Letting Status: AWARD RECOMMENDED to ELDER CORP.
Contract Period: 65 WORK DAYS Late Start Date: 07/08/13

Primary County: POLK
Established DBE Goal: 2.50 %

Project: STP-E-C077(195)--8V-77
Work Type: RECREATIONAL TRAIL
County: POLK Prj Awd Amt: \$640,000.00
Route: GREENWAY TRAIL
Location: NE 29TH ST/NE 54 AVE TO 4-MILE CREEK, SOUTH
ALONG CREEK TO NEAR AURORA AVE.

ELDER CORPORATION

GFE to DBE responsiveness: Bid Winner - Met 80% of the established DBE Goal

RANK	VENDOR NO./NAME	TOTAL BID	% OVER LOW BID
1	EL045 ELDER CORPORATION	\$ 640,000.00	100.00 %
2	HO811 HOWREY CONSTRUCTION, INC.	\$ 667,879.03	104.35 %
3	AB112 ABSOLUTE CONCRETE CONSTRUCTION, INC.	\$ 695,122.25	108.61 %
4	GO020 GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.	\$ 727,412.05	113.65 %
5	HA760 HAWKEYE PAVING CORP.	\$ 1,012,748.90	158.24 %

IOWA DEPARTMENT OF TRANSPORTATION
 TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 03/21/13
 Page: 451 2

Bid Order: 451
 Letting Date: 03/19/13 10:00 A.M.

Contract ID: 77-C077-195

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) EL045 ELDER CORP.		(2) HO811 HOWREY CONSTRUCTION, INC.		(3) AB112 ABSOLUTE CONCRETE CONSTRUCTIO	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY ITEMS							
0010 2101-0850001 CLEARING AND GRUBBING	4.300 ACRE	7000.00000	30100.00	7272.00000	31269.60	7200.00000	30960.00
0020 2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORRO	6786.000 CY	2.65000	17982.90	2.70000	18322.20	2.65000	17982.90
0030 2105-8425005 TOPSOIL, FURNISH AND SPREAD	599.000 CY	5.95000	3564.05	6.00000	3594.00	5.95000	3564.05
0040 2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	5164.000 CY	5.70000	29434.80	5.75000	29693.00	5.70000	29434.80
0050 2123-7450000 SHOULDER CONSTRUCTION, EARTH	262.000 STA	39.50000	10349.00	39.90000	10453.80	39.50000	10349.00
0060 2312-8260050 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	4.000 CY	280.00000	1120.00	283.00000	1132.00	280.00000	1120.00
0070 2416-0102230 APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 30 IN.	2.000 EACH	1700.00000	3400.00	1720.00000	3440.00	1700.00000	3400.00
0080 2416-0102248 APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 48 IN.	4.000 EACH	2900.00000	11600.00	2930.00000	11720.00	2900.00000	11600.00
0090 2416-1192230 CULVERT, 2000D LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQUIVALENT DIAMETER 30 IN.	68.000 LF	91.00000	6188.00	92.00000	6256.00	91.00000	6188.00
0100 2416-1192248 CULVERT, 2000D LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQUIVALENT DIAMETER 48 IN.	44.000 LF	158.00000	6952.00	160.00000	7040.00	158.00000	6952.00
0110 2417-0225012 APRONS, METAL, 12 IN. DIA.	2.000 EACH	300.00000	600.00	305.00000	610.00	300.00000	600.00
0120 2417-0225015 APRONS, METAL, 15 IN. DIA.	8.000 EACH	270.00000	2160.00	272.75000	2182.00	270.00000	2160.00
0130 2417-0225018 APRONS, METAL, 18 IN. DIA.	2.000 EACH	370.00000	740.00	373.75000	747.50	370.00000	740.00
0140 2417-0225024 APRONS, METAL, 24 IN. DIA.	5.000 EACH	550.00000	2750.00	555.50000	2777.50	550.00000	2750.00
0150 2417-0225030 APRONS, METAL, 30 IN. DIA.	9.000 EACH	840.00000	7560.00	850.00000	7650.00	840.00000	7560.00
0160 2417-1007000 CORRUGATED PIPE CULVERT, 12 IN. DIA. ENTRANCE	25.000 LF	30.50000	762.50	31.00000	775.00	30.50000	762.50

IOWA DEPARTMENT OF TRANSPORTATION
 TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 03/21/13
 Page: 451 3

Bid Order: 451
 Letting Date: 03/19/13 10:00 A.M.

Contract ID: 77-C077-195

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) EL045 ELDER CORP.		(2) HO811 HOWREY CONSTRUCTION, INC.		(3) AB112 ABSOLUTE CONCRETE CONSTRUCTIO	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0170 2417-1040015 CULVERT, CORRUGATED METAL ENTRANCE PIPE 15 IN. DIA.	112.000 LF	23.50000	2632.00	23.75000	2660.00	23.50000	2632.00
0180 2417-1040018 CULVERT, CORRUGATED METAL ENTRANCE PIPE 18 IN. DIA.	26.000 LF	35.00000	910.00	35.25000	916.50	35.00000	910.00
0190 2417-1040024 CULVERT, CORRUGATED METAL ENTRANCE PIPE 24 IN. DIA.	60.000 LF	44.50000	2670.00	45.00000	2700.00	44.50000	2670.00
0200 2417-1040030 CULVERT, CORRUGATED METAL ENTRANCE PIPE 30 IN. DIA.	190.000 LF	45.00000	8550.00	45.45000	8635.50	45.00000	8550.00
0210 2435-0140200 MANHOLE, STORM SEWER, SW-402	1.000 EACH	5100.00000	5100.00	5150.00000	5150.00	5100.00000	5100.00
0220 2435-0251218 INTAKE, SW-512, 18 IN.	1.000 EACH	1200.00000	1200.00	1215.00000	1215.00	1200.00000	1200.00
0230 2435-0251300 INTAKE, SW-513	1.000 EACH	2900.00000	2900.00	2390.00000	2390.00	2900.00000	2900.00
0240 2435-0600010 MANHOLE ADJUSTMENT, MINOR	1.000 EACH	760.00000	760.00	775.00000	775.00	760.00000	760.00
0250 2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	14458.400 SY	25.00000	361460.00	24.95000	360737.08	29.00000	419293.60
0260 2511-0302800 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 8 IN.	171.700 SY	75.50000	12963.35	77.50000	13306.75	70.00000	12019.00
0270 2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	131.000 STA	137.50000	18012.50	140.00000	18340.00	137.50000	18012.50
0280 2511-7528101 DETECTABLE WARNINGS	32.000 SF	47.50000	1520.00	55.00000	1760.00	30.00000	960.00
0290 2518-6910000 SAFETY CLOSURE	2.000 EACH	174.00000	348.00	115.00000	230.00	100.00000	200.00
0300 2519-3280000 FENCE, FIELD	54.000 LF	40.00000	2160.00	25.00000	1350.00	20.50000	1107.00
0310 2519-4200140 REMOVAL OF FENCE, FIELD	272.000 LF	8.05000	2189.60	7.00000	1904.00	6.25000	1700.00
0320 2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	4.100 STA	246.00000	1008.60	220.00000	902.00	200.00000	820.00

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS
 Contract ID: 77-C077-195

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Bid Order: 451
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Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) EL045 ELDER CORP.		(2) HO811 HOWREY CONSTRUCTION, INC.		(3) AB112 ABSOLUTE CONCRETE CONSTRUCTIO	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0330 2528-8445110 TRAFFIC CONTROL	LUMP	3200.00000	3200.00	3250.00000	3250.00	3200.00000	3200.00
0340 2533-4980005 MOBILIZATION	LUMP	21470.80000	21470.80	45000.00000	45000.00	25000.00000	25000.00
0350 2599-9999001 ('ACRES' ITEM) UPLAND SEEDING	0.200 ACRE	6000.00000	1200.00	4000.00000	800.00	6000.00000	1200.00
0360 2599-9999001 ('ACRES' ITEM) WETLAND BUFFER SEEDING	0.100 ACRE	60000.00000	6000.00	5000.00000	500.00	60000.00000	6000.00
0370 2599-9999001 ('ACRES' ITEM) WETLAND SEEDING	0.500 ACRE	8000.00000	4000.00	5000.00000	2500.00	8000.00000	4000.00
0380 2599-9999005 ('EACH' ITEM) WATER VALVE ADJUSTMENT	1.000 EACH	300.00000	300.00	300.00000	300.00	300.00000	300.00
0390 2599-9999009 ('LINEAR FEET' ITEM) STORM SEWER, TRENCHED, CMP, 12 IN. DIA.	27.000 LF	31.00000	837.00	31.25000	843.75	31.00000	837.00
0400 2599-9999009 ('LINEAR FEET' ITEM) STORM SEWER, TRENCHED, CMP, 18 IN. DIA.	50.000 LF	36.00000	1800.00	36.50000	1825.00	36.00000	1800.00
0410 2599-9999010 ('LUMP SUM' ITEM) SIGNING	LUMP	3500.00000	3500.00	3550.00000	3550.00	3500.00000	3500.00
0420 2601-2634100 MULCHING	3.700 ACRE	700.00000	2590.00	700.00000	2590.00	700.00000	2590.00
0430 2601-2636041 SEEDING AND FERTILIZING	3.700 ACRE	720.00000	2664.00	1885.00000	6974.50	720.00000	2664.00
0440 2601-2638620 MACADAM STONE SLOPE PROTECTION	333.000 SY	21.25000	7076.25	24.00000	7992.00	23.50000	7825.50
0450 2602-0000020 SILT FENCE	15030.000 LF	1.25000	18787.50	1.55000	23296.50	1.00000	15030.00
0460 2602-0000030 SILT FENCE FOR DITCH CHECKS	1113.000 LF	1.25000	1391.25	1.55000	1725.15	1.00000	1113.00
0470 2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	12934.000 LF	0.20000	2586.80	0.10000	1293.40	0.20000	2586.80
0480 2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1293.000 LF	0.20000	258.60	0.10000	129.30	0.20000	258.60
0490 2602-0010010 MOBILIZATIONS, EROSION CONTROL	2.000 EACH	500.00000	1000.00	500.00000	1000.00	500.00000	1000.00
0500 2610-0000120 TREES	21.000 EACH	80.50000	1690.50	175.00000	3675.00	60.00000	1260.00
SECTION TOTALS		\$	640,000.00	\$	667,879.03	\$	695,122.25
CONTRACT TOTALS		\$	640,000.00	\$	667,879.03	\$	695,122.25

IOWA DEPARTMENT OF TRANSPORTATION

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Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(4) GO020 GODBERSEN-SMITH CONSTRUCTION		(5) HA760 HAWKEYE PAVING CORP.		()	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY ITEMS							
0010 2101-0850001 CLEARING AND GRUBBING	4.300 ACRE	7000.00000	30100.00	7600.00000	32680.00		
0020 2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORRO	6786.000 CY	5.25000	35626.50	10.00000	67860.00		
0030 2105-8425005 TOPSOIL, FURNISH AND SPREAD	599.000 CY	14.00000	8386.00	23.00000	13777.00		
0040 2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	5164.000 CY	5.25000	27111.00	10.00000	51640.00		
0050 2123-7450000 SHOULDER CONSTRUCTION, EARTH	262.000 STA	135.00000	35370.00	160.00000	41920.00		
0060 2312-8260050 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	4.000 CY	95.00000	380.00	120.00000	480.00		
0070 2416-0102230 APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 30 IN.	2.000 EACH	1550.00000	3100.00	2300.00000	4600.00		
0080 2416-0102248 APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 48 IN.	4.000 EACH	2500.00000	10000.00	4100.00000	16400.00		
0090 2416-1192230 CULVERT, 2000D LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQUIVALENT DIAMETER 30 IN.	68.000 LF	73.00000	4964.00	120.00000	8160.00		
0100 2416-1192248 CULVERT, 2000D LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQUIVALENT DIAMETER 48 IN.	44.000 LF	131.00000	5764.00	210.00000	9240.00		
0110 2417-0225012 APRONS, METAL, 12 IN. DIA.	2.000 EACH	140.00000	280.00	330.00000	660.00		
0120 2417-0225015 APRONS, METAL, 15 IN. DIA.	8.000 EACH	155.00000	1240.00	390.00000	3120.00		
0130 2417-0225018 APRONS, METAL, 18 IN. DIA.	2.000 EACH	170.00000	340.00	400.00000	800.00		
0140 2417-0225024 APRONS, METAL, 24 IN. DIA.	5.000 EACH	235.00000	1175.00	550.00000	2750.00		
0150 2417-0225030 APRONS, METAL, 30 IN. DIA.	9.000 EACH	295.00000	2655.00	850.00000	7650.00		
0160 2417-1007000 CORRUGATED PIPE CULVERT, 12 IN. DIA. ENTRANCE	25.000 LF	23.00000	575.00	31.00000	775.00		

IOWA DEPARTMENT OF TRANSPORTATION
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Contract ID: 77-C077-195

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	{ 4 } GO020 GODBERSEN-SMITH CONSTRUCTION		{ 5 } HA760 HAWKEYE PAVING CORP.		{ }	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0170 2417-1040015 CULVERT, CORRUGATED METAL ENTRANCE PIPE 15 IN. DIA.	112.000 LF	25.00000	2800.00	32.00000	3584.00		
0180 2417-1040018 CULVERT, CORRUGATED METAL ENTRANCE PIPE 18 IN. DIA.	26.000 LF	27.00000	702.00	35.00000	910.00		
0190 2417-1040024 CULVERT, CORRUGATED METAL ENTRANCE PIPE 24 IN. DIA.	60.000 LF	30.00000	1800.00	43.00000	2580.00		
0200 2417-1040030 CULVERT, CORRUGATED METAL ENTRANCE PIPE 30 IN. DIA.	190.000 LF	38.00000	7220.00	62.00000	11780.00		
0210 2435-0140200 MANHOLE, STORM SEWER, SW-402	1.000 EACH	4750.00000	4750.00	5900.00000	5900.00		
0220 2435-0251218 INTAKE, SW-512, 18 IN.	1.000 EACH	1025.00000	1025.00	950.00000	950.00		
0230 2435-0251300 INTAKE, SW-513	1.000 EACH	3200.00000	3200.00	2400.00000	2400.00		
0240 2435-0600010 MANHOLE ADJUSTMENT, MINOR	1.000 EACH	225.00000	225.00	600.00000	600.00		
0250 2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	14458.400 SY	25.90000	374472.56	33.00000	477127.20		
0260 2511-0302800 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 8 IN.	171.700 SY	75.00000	12877.50	85.00000	14594.50		
0270 2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	131.000 STA	150.00000	19650.00	470.00000	61570.00		
0280 2511-7528101 DETECTABLE WARNINGS	32.000 SF	30.00000	960.00	32.00000	1024.00		
0290 2518-6910000 SAFETY CLOSURE	2.000 EACH	100.00000	200.00	275.00000	550.00		
0300 2519-3280000 FENCE, FIELD	54.000 LF	20.37000	1099.98	23.00000	1242.00		
0310 2519-4200140 REMOVAL OF FENCE, FIELD	272.000 LF	6.18000	1680.96	7.00000	1904.00		
0320 2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	4.100 STA	200.00000	820.00	270.00000	1107.00		

IOWA DEPARTMENT OF TRANSPORTATION

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LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(4) GO020 GODBERSEN-SMITH CONSTRUCTION		(5) HA760 HAWKEYE PAVING CORP.		()	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0330 2528-8445110 TRAFFIC CONTROL	LUMP	3500.00000	3500.00	5000.00000	5000.00		
0340 2533-4980005 MOBILIZATION	LUMP	60000.00000	60000.00	100000.00000	100000.00		
0350 2599-9999001 ('ACRES' ITEM) UPLAND SEEDING	0.200 ACRE	6000.00000	1200.00	4300.00000	860.00		
0360 2599-9999001 ('ACRES' ITEM) WETLAND BUFFER SEEDING	0.100 ACRE	60000.00000	6000.00	5300.00000	530.00		
0370 2599-9999001 ('ACRES' ITEM) WETLAND SEEDING	0.500 ACRE	8000.00000	4000.00	5300.00000	2650.00		
0380 2599-9999005 ('EACH' ITEM) WATER VALVE ADJUSTMENT	1.000 EACH	125.00000	125.00	500.00000	500.00		
0390 2599-9999009 ('LINEAR FEET' ITEM) STORM SEWER, TRENCHED, CMP, 12 IN. DIA.	27.000 LF	35.00000	945.00	30.00000	810.00		
0400 2599-9999009 ('LINEAR FEET' ITEM) STORM SEWER, TRENCHED, CMP, 18 IN. DIA.	50.000 LF	39.00000	1950.00	35.00000	1750.00		
0410 2599-9999010 ('LUMP SUM' ITEM) SIGNING	LUMP	3500.00000	3500.00	4000.00000	4000.00		
0420 2601-2634100 MULCHING	3.700 ACRE	700.00000	2590.00	700.00000	2590.00		
0430 2601-2636041 SEEDING AND FERTILIZING	3.700 ACRE	720.00000	2664.00	2000.00000	7400.00		
0440 2601-2638620 MACADAM STONE SLOPE PROTECTION	333.000 SY	45.00000	14985.00	19.00000	6327.00		
0450 2602-0000020 SILT FENCE	15030.000 LF	1.23000	18486.90	1.50000	22545.00		
0460 2602-0000030 SILT FENCE FOR DITCH CHECKS	1113.000 LF	1.25000	1391.25	1.50000	1669.50		
0470 2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	12934.000 LF	0.20000	2586.80	0.10000	1293.40		
0480 2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1293.000 LF	0.20000	258.60	0.10000	129.30		
0490 2602-0010010 MOBILIZATIONS, EROSION CONTROL	2.000 EACH	500.00000	1000.00	500.00000	1000.00		
0500 2610-0000120 TREES	21.000 EACH	80.00000	1680.00	160.00000	3360.00		
SECTION TOTALS		\$	727,412.05	\$	1,012,748.90	\$	
CONTRACT TOTALS		\$	727,412.05	\$	1,012,748.90	\$	

**Scope of Work, 2013 Vegetation mapping and habitat suitability modeling for Chichaqua
Bottoms Greenbelt**

Keith S. Summerville
Associate Professor
Environmental Science and Policy
Drake University
Des Moines, Iowa 50311

Master Planning for major nature preserves should be facilitated by the inclusion of basic data regarding the range of plant community types present throughout the site and by developing an understanding for which habitat elements are most critical to maintaining the biotic integrity of the preserve. When these two pieces of data are lacking, long-term planning often proceeds using rules-of-thumb and intuition to guide natural resource management. While such approaches may work, a core principle of conservation biology is to balance potential development needs against the critical ecological factors that promote biodiversity. As Polk County Conservation Board prepares to begin a new round of Master Planning for Chichaqua Bottoms, I am proposing to develop the basic data resources needed to inform discussions for how the resources within the preserve can be experienced by the public. Thus, I am requesting funding from Polk County Conservation Board to complete two mapping & field research projects from May – December 2013.

First, I will develop a GIS-based map of major plant community types using the US National Vegetation Classification System. Specifically, I propose to map the spatial distribution

of: grasslands based on sub-associations defined by cover of C₃, C₄, and Forb species, bluff-lands defined by xeric soil associations, woodlands based on sub-associations defined by swamp white oak savanna, riparian deciduous woodlands, upland hardwoods, and shrub-scrub cover. Wetlands will be mapped and assigned to one of the five basic wetland classifications as described by the Environmental Protection Agency. Field visits will be used to delimit boundaries of each vegetation association and to ground truth plant community classification from aerial photographs.

Second, I propose to develop five habitat suitability models for the following five species of conservation concern: Henslow's sparrow, Bobolink, Regal Fritillary, Blanding's Turtle, and Plains Pocket Mouse. The latter three species are considered special concern in Iowa. Henslow's sparrow is state threatened. The Bobolink is a regionally declining bird that is a strong indicator of early successional grassland habitat. These five species also span the range of major vegetation associations present at Chichaqua and thus represent a cross-section of all animal species of conservation present within Chichaqua Bottoms. Habitat suitability maps will be constructed in GIS using published information on habitat requirements and habitat data available from known population locations in the state of Iowa (e.g., data from the Iowa GAP program or from the Iowa Wildlife Action Plan). Maps will be used to rank habitat types into categories based on suitability for each species. By overlaying each of the five species-specific maps onto one another, a "critical habitats" map for the entire Chichaqua Bottoms Greenbelt can be created. Such a map would be immensely useful during the Master Planning Process because areas where habitat alternation should be avoided would be immediately visible.

In support of these research goals, I propose the following budget:

PI salary	\$4000
PI Fringe	\$1200
Supplies	\$400
Undergrad Salary	\$3500
Undergrad FICA	\$268
Travel	\$500
TOTAL	\$ 9868

Sincerely,



Keith S. Summerville, Ph. D.
Associate Professor, Environmental Science and Policy
Associate Dean, College of Arts and Sciences
Drake University

PURCHASE AGREEMENT

Date: 3/25/2013

To: Xenia Rural Water District ("Seller"),
Polk County Conservation ("Buyer") hereby make you the following offer for your property
 located at or legally described as follows:
The South 1/2 of the Northeast 1/4 lying North of NW Towner Dr. less Road, all in Section 20 T80N R25W of the 5th PM
Exact legal to be taken from abstract.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE: The total purchase price for the Property shall be \$ 92,995 ("Purchase Price"), of which \$ 1,000 ("Earnest Money") will be paid to Peoples Company Trust Account as Escrow Agent, upon complete execution of this Offer by the parties to be held in trust until closing to be delivered to the Seller upon performance of Sellers' obligations and satisfaction of Buyer's contingencies, if any; and the balance of the Purchase Price (check one):

- In cash or readily available funds at the time of closing and transfer of possession; or
- Subject to financing. Buyer shall provide proof of financing no later than _____, If financing cannot be obtained earnest money shall be returned to buyer and this agreement will be terminated with no further force or effect.
- Installment Contract. See Additional Provisions.

2. POSSESSION AND CLOSING: Possession of the Property shall be conveyed to Buyer on April 15, 2013. Closing shall occur on or before April 15, 2015, or a date to be mutually agreed upon in writing by Buyer and Seller, with adjustment of taxes to be made on this date. Seller agrees to permit Buyer to inspect the Property within 48 hours prior to possession to assure the Property is in the condition required by this Agreement. At Closing, Buyer shall deliver to Seller the balance of the Purchase Price and Seller shall convey title to the Property to Buyer by _____ / WARRANTY deed / QUIT CLAIM deed, free and clear of all liens, restrictions, and encumbrances, except as expressly provided in this Agreement.

3. TAXES AND SPECIAL ASSESSMENTS: Sellers shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Sellers shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. Buyer shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession. Buyer shall pay all subsequent real estate taxes. Seller shall pay all installments of special assessments that are a lien on the Property as of the date of closing and transfer of possession. All charges for solid waste removal, sewage and maintenance that are attributable to Sellers' possession, including those for which assessments arise after closing, shall be paid by Seller. Buyer shall pay all other special assessments.

4. CASUALTY LOSS: Seller shall bear the risk of loss or damage to the Property prior to Closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void and any Earnest Money paid hereunder shall be returned to Buyer; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. TITLE APPROVAL: Seller, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to Buyer's attorney for examination. It shall show marketable title in Seller

Buyer _____ Seller _____

in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. Buyer shall have 10 days from receipt of the abstract to deliver a copy of his attorney's title opinion to Seller, stating any title objections and only objections so stated shall be considered. The Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in force and effect unless Buyer rescinds the Agreement after giving ten days written notice. The abstract shall become the property of Buyers when the Purchase Price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority. Usual restrictive Covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to Buyer shall not be considered valid Title objections. **Broker assumes no responsibility for providing evidence of marketable title, examination of the title, or curing title defects, nor for any closing delays caused thereby.**

6. SURVEY: If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. Buyer may, at Buyer's expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

7. ESCROW: Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party (iii) is not liable for interest or other charges on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties. At closing, Earnest Money shall be applied to the Purchase Price and delivered to Seller. Before Buyer shall be entitled to refund of Earnest Money, any actual and FHA allowable expenses incurred on Buyer's behalf shall be deducted there from and paid to the creditors entitled thereto. The parties hereto authorize any mortgagee herein to pay loan proceeds to Escrow Agent and Escrow Agent is authorized to use any trust funds herein to pay all items called for in this contract including liens and Broker's commission.

8. LEASE TERMINATION. If indicated by "Yes" in the following space NA, it shall be the responsibility of Sellers at Seller's expense to terminate all rights of existing tenants. Sellers shall exhibit evidence satisfactory to Buyers of such termination. Seller shall furnish copies of all leases and agreements between tenants and Seller and this offer is / is not subject to Buyer approving said leases and agreements by NA (date). Seller has terminated tenant(s) lease prior to September 1st. yes / no.

In the event the provisions of the previous paragraph do not apply, indicate if buyer is taking title to the property subject to an existing lease: yes / no. If yes, rent will be handled as follows:
NA

9. CONSERVATION RESERVE PROGRAM: If applicable, Buyer agrees to keep the Property enrolled in the Conservation Reserve Program (CRP) with the United States Department of Agriculture. Should Buyers not maintain the Property pursuant to the terms of the CRP contract, and the Government seeks damage for a breach of the agreement, Buyers agree to indemnify and hold Sellers harmless for such damages.

10. MATERIAL DEFECTS DISCLOSURE: Seller acknowledges that the Seller of real property has a legal duty to disclose material defects which affect the desirability and value of the real property to the Buyer. Concealment or intentional failure to disclose such defects may constitute actionable fraud.

11. INCLUDED PROPERTY: All property that integrally belongs to, are specifically adapted to, or is part of the real estate, whether attached or detached, shall be considered a part of the real estate ad include in this sale.

Other Included Items, Including Machinery and Equipment:

NA

Excluded Items, Including Machinery, Equipment and Rental Items:

NA

12. PERSONAL PROPERTY AND DEBRIS: Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.

13. PROPERTY CONDITION: The Property, as of the date of this Agreement, including buildings, grounds, and all improvement and any fixtures and equipment included as part of this Agreement, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall have the right to affirm the immediately preceding statement prior to or on the date of closing. Notwithstanding the foregoing, Seller makes no warranties, expressed or implied, as to the condition of the Property, including buildings, grounds, and all improvement and any fixtures and equipment included

Buyer _____ Seller _____

as part of this Agreement

BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS," AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE REAL ESTATE, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, OR THE PRESENCE OF ASBESTOS, LEAD IN PAINT, RADON, UNDERGROUND STORAGE TANKS, ABANDONED WELLS, PETROLEUM, TOXIC WASTE OR HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER.

BUYER ACKNOWLEDGES THAT BUYER HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND THAT THE PURCHASE PRICE REFLECTS THE FACT THAT BUYER IS PURCHASING THE REAL ESTATE "AS IS, WHEREAS, AND WITH ALL FAULTS."

If initialed by Seller and Buyer, property is being sold "As Is, Where Is, and With All Faults": Buyer _____ / Seller _____

14. **FLOOD HAZARD ZONE:** Buyer has been advised that the property is / is not / may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase flood insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.

15. **SEPTIC TEST, WELL TEST:** If the property has a well or wells or is served by a septic system, the Buyers may, at their expense, within NA days after acceptance of the offer, have the well or wells and the septic system inspected by a qualified inspector, to determine if the wells and septic system are working properly. If Buyers receive an unsatisfactory report, which cannot be resolved between the parties within NA days after receipt thereof, then upon written notice from Buyers to Sellers, this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyers. If Property is sold in its "As Is, Where Is" condition, this septic test, well test paragraph is not applicable to this Purchase Agreement.

16. **WOOD PEST INSPECTION:** At their expense shall have the property inspected for termites or other wood destroying insects by a licensed Termite Inspector prior to closing. If active infestation or damage due to prior infestation is discovered, Seller shall have the option of either having the property treated for infestation by a licensed pest Exterminator and having any damage repaired to the Buyer's satisfaction, or declaring this Agreement void. This provision shall not apply to fences, trees shrubs or outbuildings other than garages. Provided, however, Buyers may accept the property in its existing condition without such treatment or repairs. If Property is sold in its "As Is, Where Is" condition, this wood pest inspection paragraph is not applicable to this Purchase Agreement.

17. **REMEDIES OF THE PARTIES:** If the Sellers fail to fulfill the Agreement they will pay the Broker the commission in full. The Buyers shall have the right to have all payments returned, or to proceed by any action at law or in equity, and the Sellers agree to pay costs and reasonable attorney fees. Broker may maintain an action at law against Sellers for the collection of Brokers commission.

If the Buyers fail to fulfill the Agreement, Sellers may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the Sellers may proceed by any action at law or in equity, including that at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyers' default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver. The Buyer agrees to pay costs and reasonable attorney fees and any other expenses incurred by the Seller. The failure of Buyers to perform under the Agreement shall not relieve Sellers of the obligation to pay the Broker's commission.

18. **REPRESENTATIONS:** It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing, and that this property has been offered me by no other person. Any agreement written on the back hereof or any addendum hereto, and there signed by the parties, shall be a part of this Agreement as if fully set forth herein.

19. **GENERAL:** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The electronic transmission of a signed copy of this Agreement, as well as any addendums to this Agreement shall constitute a binding agreement. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. **COURT APPROVAL:** If the property is an asset of any estate, trust, conservatorship, or receivership, this Agreement shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall

Buyer _____ Seller _____

proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

21. JOINDER BY SELLER'S SPOUSE: Seller's spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

22. I.R.C. SECTION 1031 EXCHANGE: Buyer or seller may choose to transfer the subject property pursuant to Internal Revenue Code Section 1031, which sets forth the requirements for tax-deferred real estate exchanges. Either party's rights and obligations under this and future agreements may be assigned to a qualified intermediary for the purpose of completing an exchange. The parties agree to cooperate with each another in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.

23. CERTIFICATION: Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to a breach of the foregoing certification.

24. ADDITIONAL PROVISIONS:

Xenia Rural Water and Polk County Conservation will enter into an agreement post-closing allowing Xenia water rights to the existing test well sights in perpetuity at no cost to Xenia. This agreement will be drafted by the Polk County attorney post-closing and will allow Xenia and it's successors to maintain future water rights to the property.
Offer subject to approval from Xenia Board of directors

25. ACCEPTANCE: When accepted, this Agreement shall become a binding contract. If this offer is not accepted on or before March 26, 2013 it shall become null and void and all payments shall be repaid to the Buyers without liability on the part of the Broker to either party. If accepted by the Sellers on a later date and such acceptance is ratified in writing or other form by Buyers, then this Agreement will be valid and binding.

WE, THE SELLERS, HEREBY ACCEPT THIS OFFER on _____ and agree to pay _____ "Broker" a commission as provided in the listing contract. If this property is not listed, the commission shall be _____ percent (___%) of the final price.

THIS IS LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

BUYER SIGNATURES

X

Tax I.D. No. _____

Tax I.D. No. _____

Tax I.D. No. _____

Tax I.D. No. _____

SELLER SIGNATURES

Tax I.D. No. _____

Tax I.D. No. _____

Tax I.D. No. _____

Tax I.D. No. _____

Steve Bruere
SALESPERSON

Broker: Peoples Company

Address: 12119 Stratford Dr

Clive, IA 50325

Phone: 515-222-1347

Email: steve@peoplescompany.com

Steve Bruere
LISTING AGENT (if any)

Broker: Peoples Company

Address: 12119 Stratford Dr

Clive, IA 50325

Phone: 515-222-1347

Email: steve@peoplescompany.com

Buyer _____ Seller _____



CONSENSUAL DUAL AGENCY AGREEMENT

(To be signed by Buyer before signing offer and to be signed by Seller before reviewing offer.)

Property Address: 28 acres Polk County
Seller: Xenia Rural Water
Buyer: Polk County Conservation

Broker: Peoples Company
Broker Address: 12119 Stratford Drive. Ste B.
Clive, IA 50325
Listing Agent: Steve Bruere
Selling Agent: Steve Bruere

1. CONSENT TO DUAL AGENCY: The Seller and Buyer acknowledge and agree that the real estate company and the listing and selling agents (collectively called the "Company") have made a full disclosure of the type of representation the Company will provide and is undertaking a Consensual Dual Agency representation in the sale of the above property. Seller and Buyer have previously been informed of the possibility of a dual agency arising if Buyer contemplated making any offer on Seller's property. The Company, as Dual Agent, informs Seller and Buyer that representing more than one party to a transaction can create a conflict of interest since both Seller and Buyer might rely upon the Company's advice and the parties respective interests might be adverse to each other. The Company will endeavor to be impartial between Buyer and Seller and will not represent the interests of either Seller or Buyer to the exclusion or detriment of the other. Seller and Buyer consent to the Company's dual agency as set forth in this agreement, as evidenced by their signatures below.

2. DESCRIPTION OF THE ROLE OF THE REAL ESTATE AGENT: Because the Company is acting as agent for both Seller and Buyer in this transaction, the Company shall make every reasonable effort to remain impartial to Seller and Buyer and will not represent the interests of either Seller or Buyer to the exclusion or detriment of the other. Seller and Buyer acknowledge that, prior to the time this Agreement was entered into, the Company acted as the exclusive agent of the Seller and acted as the exclusive agent of the Buyer. In those separate roles, the Company may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to the Company. The Company will not disclose confidential information they may know about the Seller and/or Buyer including motivation to sell/buy, price, terms, Seller's or Buyer's real estate needs, Seller's financial information, Buyer's financial qualifications and negotiating strategy. Seller and Buyer agree that the Company shall not be liable to either party for refusing or failing to disclose information which in the sole discretion of the Company would harm one party's bargaining position but would benefit the other party. Nothing contained herein shall prevent the Company from disclosing to Buyer any known material defects that affect the value of the property. The Company agrees not to disclose to (a) Buyer information about what price or terms Seller will accept other than the listing price and terms or (b) to Seller information about what price or terms Buyer will agree to other than the price and terms in the written offer. In the event that Seller and Buyer do not enter into an agreement for purchase and sale of Seller's property to Buyer, or in the event that the purchase and sale provided for in Purchase Agreement between Seller and Buyer does not close, the dual agency role of the Company under this agreement shall be deemed by all parties to have been terminated and the Company will become the agent of each Buyer and Seller on the terms previously agreed upon.

3. DESCRIPTION OF THE ROLE OF THE BUYER AND SELLER: Because of the Company's dual agency relationship, Seller and Buyer acknowledge they understand that they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any Agreement for the purchase and sale of Seller's property. Seller and Buyer also acknowledge they are aware of the implications and consequences of the Company's dual agency role and that they have determined that the benefits of entering into this transaction with the Company acting as a dual agent outweigh said implications and consequences. Seller and Buyer agree to indemnify and hold the Company and its agents harmless against all claims, damages, losses, expenses or liabilities arising from the Company's role as dual agent, except those arising from the agent's intentional wrongful acts or violations of Iowa real estate license law. Seller and Buyer shall have a duty to protect their own interests and should read any offer or purchase agreement carefully to ensure that it accurately sets for the terms which they want included in the transaction.

4. DESCRIPTION OF BROKERAGE SERVICES: The Company may do the following for Sellers and Buyers when acting as a Dual Agent: Treat the Seller and Buyer fairly and honestly; provide helpful information about the property and area to the Buyer; respond accurately to questions about the property; disclose all material facts about the property that are known to us except as otherwise provided in this agreement; disclose financial qualifications of the Buyer to Seller; explain real estate terms and procedures; explain to the Buyer the benefits of having the property inspected; explain closing costs and procedures; help the Buyer with the standard form that includes the necessary protection and disclosures for the Seller and Buyer; and work diligently to facilitate the sale.

In providing brokerage services to all parties to a transaction, a licensee (the Company and its broker and salespersons) shall do all of the following:

- (a) Provide brokerage services to all parties to the transaction honestly and in good faith.
- (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- (c) Disclose to each party all material adverse facts that the licensee knows except the following:
 - i. Material adverse facts known by the party.
 - ii. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - iii. Material adverse facts the disclosure of which is prohibited by law.
 - iv. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- (d) Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT

A client is a party to a transaction who has an agency agreement with a broker for brokerage services. A licensee providing brokerage services to a client shall do all of the following:

- (a) Place the client's interest ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under the consensual dual agency provisions of the Iowa Code or any other applicable law.
- (b) Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- (c) Fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salesperson provisions of the Iowa Code (Iowa Code Chapter 543B) or any other law.
- (d) Disclose to a client any financial interests the licensee or the brokerage has in any business entity to which the licensee or brokerage refers a client for any service or product related to the transaction.

I/We understand the duties of the Company and its agents, acknowledge that we have been informed that we are not required to consent to dual agency, and consent to the Company providing brokerage services to more than one client. If you do not understand this document, seek legal advice before signing.

SELLER

Date

Date

BUYER

X

Date

Date



COMPANY POLICY OF AGENCY REPRESENTATION
DISCLOSURE AND ACKNOWLEDGMENT

(To be signed by Seller or Buyer at time Specific Assistance is just provided or, if no Specific Assistance is provided, to be signed prior to time of the offer.)

When you enter into a discussion with a real estate licensee regarding a real estate transaction, you should, from the outset, understand whom the licensee is representing in the transaction. More importantly, you should understand how the agency relationship impacts your relationship with the licensee. The term "Broker" will hereinafter refer to Peoples Company _____, with the address of 12119 Stratford Dr. Clive, IA 50325 and Broker's affiliated sales associates (licensees). The term "Seller" will hereinafter refer to Seller, or landlord and "Buyer" will hereinafter refer to buyer or tenant.

1. AGENCY RELATIONSHIP OFFERINGS: It is the policy of the broker named above to offer the following types of agency relationships to the consumer in the real estate transaction. Iowa law requires a brokerage company to clearly disclose their company's policy on representing buyers and sellers in the transaction. The types of relationships available through the Brokerage listed above are as follows:

- (a) **SELLER AGENCY:** Single Seller Agency exists when the Broker and the Seller "Client" enter into an "Exclusive Right to Sell Real Estate" listing agreement and the property is sold to a buyer "Customer" not represented by this Broker. The Broker and Broker's affiliated sales associates policy is to represent the Seller exclusively as their "Client".
- (b) **BUYER AGENCY:** Single Buyer Agency exists when the Broker and the Buyer, by agreement or through a written "Buyer Agency Agreement", enter into a brokerage agreement for the Broker and affiliated sales associates to represent the Buyer as a "Client" in the transaction. The seller would either be represented by another Brokerage Company or be representing himself and would be considered the "Customer" in the transaction.
- (c) **CONSENSUAL DUAL AGENCY:** Brokerage Dual Agency exists when a Buyer, previously represented as a Buyer "Client" through agreement or a written Buyer Agency Agreement, wishes to view, enters into discussion on, or negotiates a purchase of a property listed by the Broker for a Seller previously represented as a "Client" as well through the "Exclusive Right to Sell Real Estate" listing agreement. It is the policy of the Broker to offer to act as a Consensual Dual Agent in this transaction. Under the circumstance, **prior to acting as a Dual Agent**, the Buyer and the Seller **MUST** sign a Dual Agency Consent Agreement. **If Consent to Dual Agency is signed prior to the Brokerage acting as a Dual Agent, either the Buyer or Seller may withdraw their consent to the Dual Agency. Neither the Buyer nor the Seller is required to consent to Dual Agency Representation.**
- (d) **NO AGENCY REPRESENTATION:** A person(s) or entity may represent themselves in a real estate transaction. If a Buyer or Seller elects to represent themselves in the transaction, it is the policy of the Broker to treat that Buyer or Seller as a "Customer" and not as a "Client" and will provide the duties listed in "2" below to you as a Customer. If you are the "Customer" in the transaction, you are advised not to disclose your negotiation position about such things as a price that you, as a seller, may accept other than your list price or as a buyer, the price you might offer other than the price in the offer to purchase. Except for information required to be disclosed, if you have a reason to believe information about your financial status, motivation to sell or buy as well as other personal information, will adversely affect your negotiating position, this should not be disclosed to anyone. Each party to the transaction has the responsibility to exercise good judgment in protecting their respective interest.
- (e) **SUBAGENCY:** It is the policy of the broker to not offer or accept subagency with other brokers.
- (f) **APPOINTED AGENCY:** It is the policy of the broker to not offer appointed agency.

2. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO A TRANSACTION: In providing brokerage service to all parties to a transaction, a licensee (the Company and its brokers and salespersons) will do all of the following:

- (a) Provide brokerage services to all parties to the transaction honestly and in good faith.
- (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- (c) Disclose to each party all material adverse facts that the licensee knows except for the following:
 - i. Material adverse facts known by the party.
 - ii. Material adverse facts the party could discover through a reasonably diligent inspection and which would be

- discovered by a reasonably prudent person under like or similar circumstances.
- iii. Material adverse facts the disclosure of which is prohibited by law.
- iv. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- (d) Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

3. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT: A Client is a party to a transaction who has an agency agreement with a broker for brokerage services. A licensee who is providing brokerage services to a client will do all of the following:

- (a) Place the clients interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under the consensual dual agency provisions of the Iowa Code or any other applicable law.
- (b) Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- (c) Fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code (Iowa Code Chapter 543B) or any other law.
- (d) Disclose to a client any financial interests the licensee or the brokerage has in the property or in any business entity to which the licensee or brokerage refers a client for any service or product related to the transaction

4. DESCRIPTION OF BROKER'S SERVICES: Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license. **NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.**

5. GUIDELINES FOR OWNER AND BUYER: If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT OF AGENCY DISCLOSURE

The undersigned have read this disclosure and understand the type of representation being offered to them by the Broker. The undersigned acknowledge receipt of this agency disclosure. This is a disclosure notice ONLY! The providing of the disclosure is required by Iowa Law of all Licensees. Signing of the disclosure does not obligate you in any way. If you do not understand this document, seek the advice of the legal counsel of your choice, before signing. The undersigned is being offered the following agency relationship with the Broker/Licensee signed below and the client shall be:

- | | |
|--|---|
| <input type="checkbox"/> Seller's Agent, no possibility of Dual Agency | <input type="checkbox"/> Seller's Agent, possibility of Dual Agency |
| <input type="checkbox"/> Buyer's Agent, no possibility of Dual Agency | <input checked="" type="checkbox"/> Buyer's Agent, possibility of Dual Agency |
| <input type="checkbox"/> Consensual Dual Agent | |
| <input type="checkbox"/> No Seller Representation | |

[Signatures on Following Page]

X

Print, Prospective Buyer/Seller, name (select one)

X

Signature

X

Date

Print, Prospective Buyer/Seller, name (select one)

Signature

Date

Print, Prospective Buyer/Seller, name (select one)

Signature

Date

Print, Prospective Buyer/Seller, name (select one)

Signature

Date

Peoples Company

Brokerage Company

Steve Bruere

Licensee

3/22/2013

Date



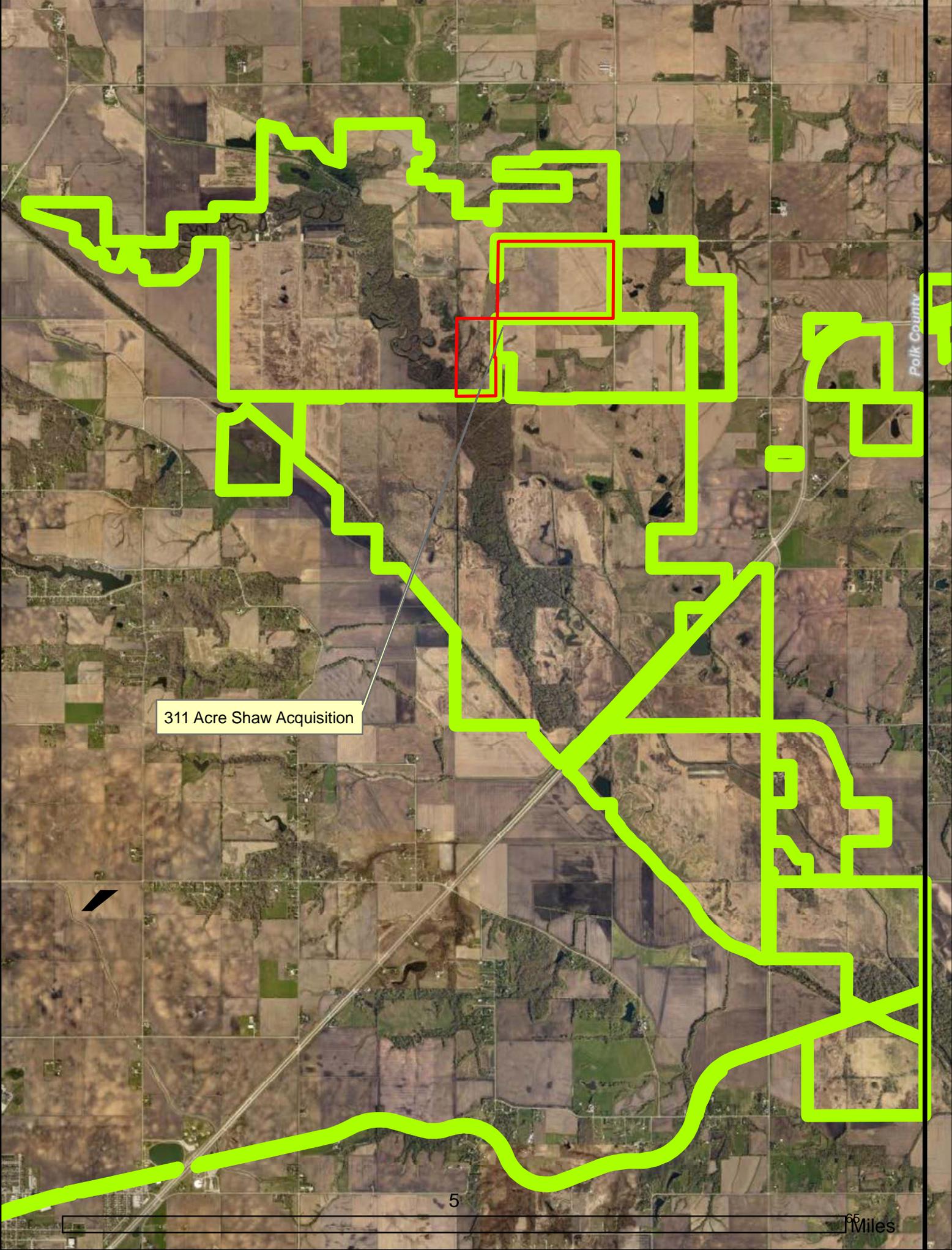
Thomas Mitchell Park

Metro Landfill

Rist/Gulling Property

Polk County
Jasper County

Polk County
Jasper County

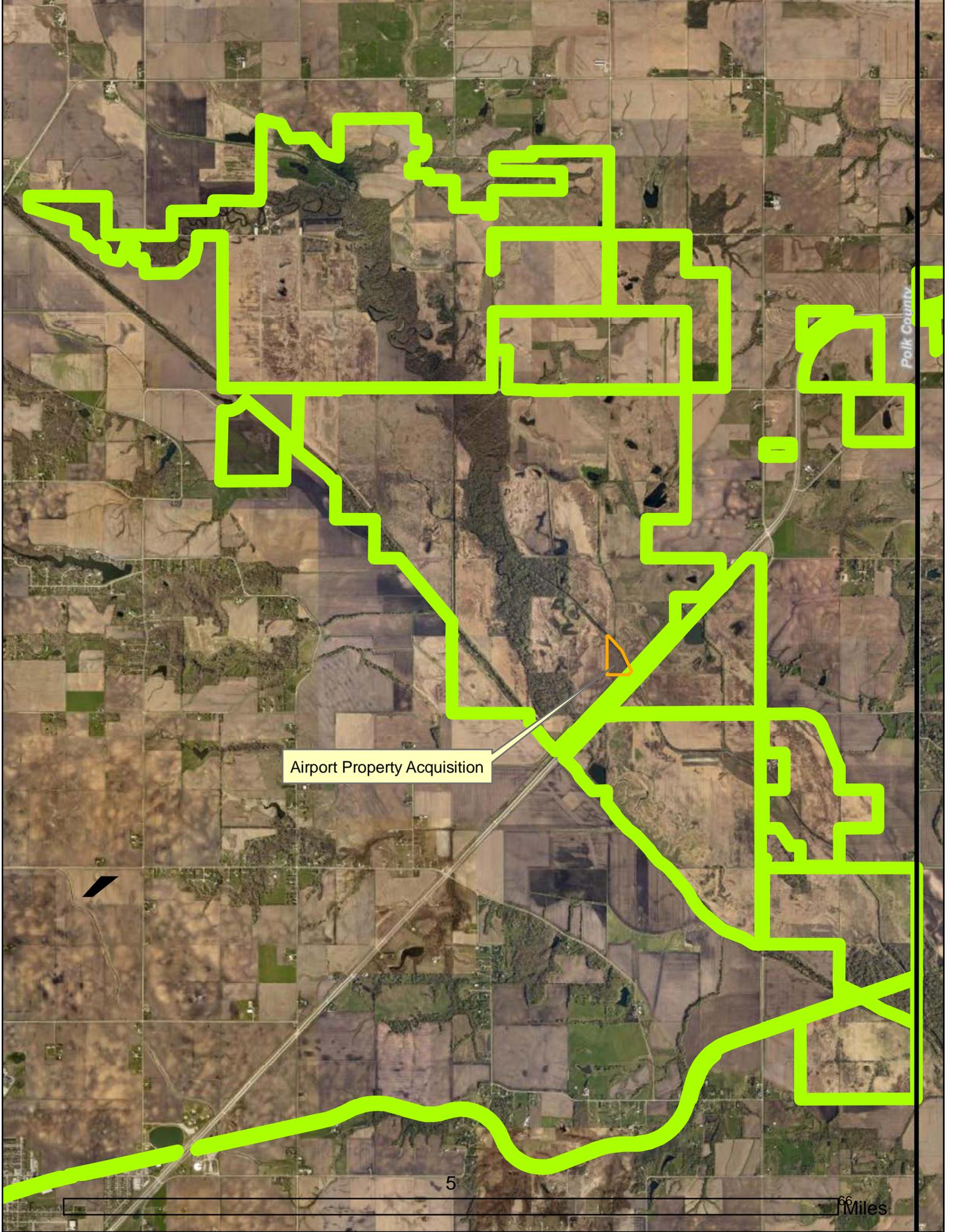


311 Acre Shaw Acquisition

Polk County

5

66 Miles

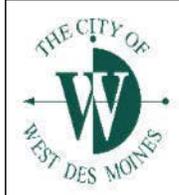
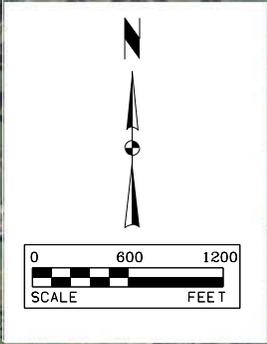
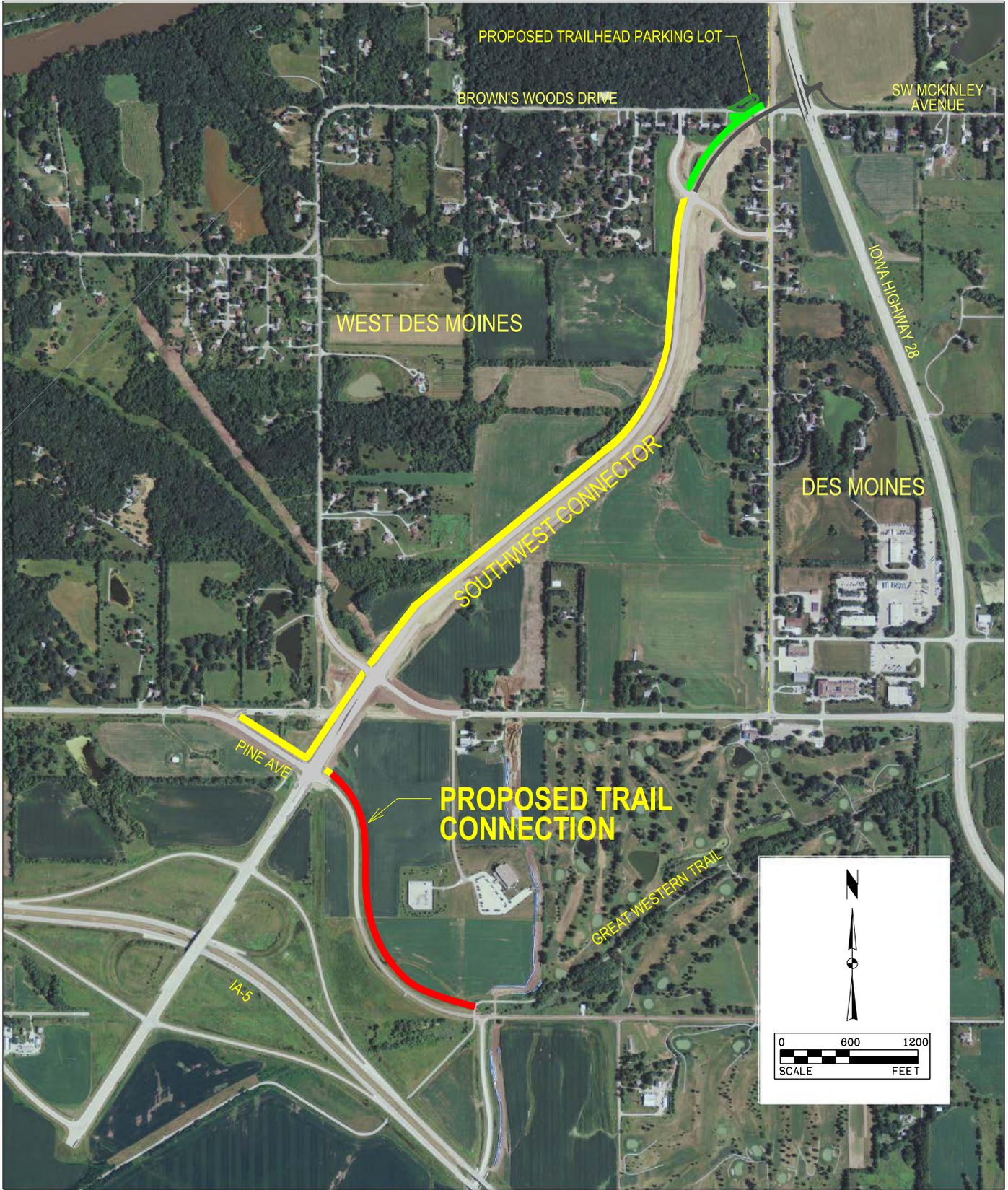


Polk County

Airport Property Acquisition

5

66 Miles



VICINITY MAP
PROPOSED TRAIL CONNECTION

- PROPOSED TRAIL
- TRAIL UNDER CONSTRUCTION
- COMPLETED TRAIL

LEGEND

- COMPLETED ROADWAY
- ROADWAY UNDER CONSTRUCTION





Existing Trail adjacent to Southwest Connector

2012- 2013 Revenue Budget

- as of 03/31/13 (75% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	%
General - Fund 1					
0213	Equipment	\$ 3,000	\$ 11,040	\$ (8,040)	368.0%
6006	Environmental Ed	\$ 55,800	\$ 50,116	\$ 5,684	89.8%
6009	Natural Resources	\$ 109,922	\$ 46,065	\$ 63,857	41.9%
6101	Administration	\$ 99,820	\$ 80,388	\$ 19,432	80.5%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 500,993	\$ 243,523	\$ 257,470	48.6%
6110	Parks Advocacy Unit	\$ 383,100	\$ 195,737	\$ 187,363	51.1%
6119	Construction/Maint.	\$ 5,000	\$ 155	\$ 4,845	3.1%
6124	Equestrian Center	\$ 325,500	\$ 197,033	\$ 128,467	60.5%
Sub-Total - General Fund 1		\$ 1,483,135	\$ 824,057	\$ 659,078	55.6%
REAP - Fund 26					
0211	Resource Enhancement	\$ 103,000	\$ 102,511	\$ 489	99.5%
Reserve - Fund 50					
0210-0214	Special Projects	\$ 2,129,300	\$ 368,797	\$ 1,760,503	17.3%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ -	\$ -	\$ -	0.0%
Grand Total - Conservation		\$ 3,715,435	\$ 1,295,366	\$ 2,420,069	34.9%

2012- 2013 Expense Budget

- as of 03/31/13 (75% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 126,616	\$ 95,227	\$ 31,389	75.2%
6006	Environmental Ed	\$ 360,707	\$ 278,605	\$ 82,102	77.2%
6009	Natural Resources	\$ 688,628	\$ 495,982	\$ 192,646	72.0%
6101	Administration	\$ 758,867	\$ 584,635	\$ 174,232	77.0%
6103	Community Outreach	\$ 198,621	\$ 148,336	\$ 50,285	74.7%
6104	Conservation Grants	\$ 768,285	\$ 581,809	\$ 186,476	75.7%
6110	Parks Advocacy Unit	\$ 453,343	\$ 341,463	\$ 111,880	75.3%
6119	Construction/Maint.	\$ 958,813	\$ 749,950	\$ 208,863	78.2%
6124	Equestrian Center	\$ 382,149	\$ 319,403	\$ 62,746	83.6%
Sub-Total - General Fund 1		\$ 4,696,029	\$ 3,595,410	\$ 1,100,619	76.6%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 938,826	\$ 696,516	\$ 242,310	74.2%
Risk Management - Fund 3					
6100	Insurance,Med., Work. Comp.	\$ 96,300	\$ 108,038	\$ (11,738)	112.2%
REAP - Fund 26					
0211	Resource Enhancement	\$ 102,167	\$ 111,630	\$ (9,463)	109.3%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ 2,763,200	\$ 424,490	\$ 2,338,710	15.4%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ -	\$ 21,117	\$ (21,117)	0.0%
Grand Total - Conservation		\$ 8,596,522	\$ 4,957,202	\$ 3,660,437	57.7%