BOARD MEETING

August 14, 2013 - 5:30 p.m.

Fort Des Moines Park
Shelter #2
7200 SE 5th St.
Des Moines, IA

AGENDA

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

1) Opening Items

a) Roll Call

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

2) Consent Agenda Items

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

a) Action on Bill List: approve the PCCB July 2013 bill list.

b) Thomas Mitchell Park, Camp Creek Improvements: direct staff to publish notice of hearing pursuant to Iowa Code 331.305 that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purpose of approving the plans, specifications, cost estimate and form of contract for Camp Creek Improvements within Thomas Mitchell Park.

c) Thomas Mitchell Park, Pond Trail: direct staff to publish notice of hearing pursuant to Iowa Code 331.305 that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purposes of approving the plans, specifications, cost estimate and form of contract for Pond Improvements within Thomas Mitchell Park.

d) Fort Des Moines Park, Pond Improvements: direct staff to publish notice of hearing pursuant to Iowa Code 331.305 that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purpose of approving the plans, specifications, cost estimate and form of contract for Pond Improvements within Fort Des Moines Park.

e) Chichaqua Bottoms Greenbelt, Hay Harvest Bid Award: approve accepting the bid from Paul Overturff for the harvest of standing prairie hay from Chichaqua Bottoms Greenbelt as detailed in the invitation to bid ITB NR2013-004; and further authorizes the PCCB Director to sign bid/proposal forms.

f) Prohibition of Importation of Firewood: direct staff to publish notice of hearing pursuant to Iowa Code that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purpose of adopting a rule/regulation on the prohibition of importation of firewood.

g) **Purchase: Utility Vehicle:** approve purchase of a 2014 model 4010 Kawasaki Mule 4X4 from Adams Cycles, 631 West Lincoln Hwy., Nevada, Iowa, for a price not to exceed $12,852.00.

h) **Gay Lea Wilson Trail, Elder Corporation – Change Order:** approves accepting the proposal for Change Order #1 from Elder Construction for $89,955.20 for additional work related to the construction of the Gay Lea Wilson Trail (between Aurora Avenue and Ankeny) and authorize the PCCB Chair to sign the Change Order. Funding for project will be paid with grant funds and balance paid with PCWLL funds.

i) **Jester Park Cabins, Septic System:** accepts the proposal from Polk County Heating & Cooling, Inc. for the materials and installation of the two septic systems for the Jester Park cabins at a cost not to exceed $29,400. Funding for project will be paid with PCWLL funds.

j) **Jester Park Cabins, Roofing and Deck Construction:** approve accepting the proposal from RCI Builders for the labor for roofing of the cabins and the deck construction at a cost not to exceed $23,948.00. Funding for project will be paid with PCWLL funds.

k) **Chichaqua Bottoms Greenbelt, Wildlife Viewing Observation Deck – Parking Lot:** approves working with Polk County Secondary Roads to hire Des Moines Asphalt to complete the parking lot at the CBG Wildlife Observation Viewing Deck for a cost not to exceed $54,849. Funding for project will be paid with PCWLL funds.

l) **Yellow Banks Park, Pond Repairs and Improvements:** approves hiring Stanley Consultants to provide initial engineering services to address pond improvements at Yellow Banks Park through Final Design & Contract Documents for a fee not to exceed $59,400 and authorizes the PCCB Chair to sign contract. Funding for project will be paid with PCWLL funds.

m) **Mark C. Ackelson Trail (fka Easter Lake Trail) -Phases I-III, Supplemental Services - Snyder and Associates:** accepts the Supplemental Services proposal from Snyder and Associates for the Mark C. Ackelson Trail project, as detailed in the proposal, in an amount not to exceed $154,500 and authorize the PCCB Chair to sign same. Funding for project will be paid with PCWLL funds.

3) **Budget Amendment Update FY 2013-14**
4) **Chichaqua Bottoms Greenbelt, Well Replacement/Electric**
5) **Gay Lea Wilson Trail, Trash Dump**
6) **Public Hearing: Fort Des Moines – Sewer Easement**
7) **Polk County Conservation – Program Management**
8) **Equipment Purchase: Dump Truck and Forestry Mower**
9) **Employees, Recent Hires**
10) **Employee Introductions**
11) **Closed Session, Land Acquisition(s)**

PUBLIC COMMENTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

ADJOURNMENT

1) Opening Items

a) Roll Call

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

The Polk County Conservation Board met in regular session on July 10, 2013. Minutes for the meeting are attached.

2) Consent Agenda Items

a) Action on the Bill List

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

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

b) Thomas Mitchell Park, Camp Creek Improvements

Staff is requesting permission to publish notice for a public hearing to be held at the regularly scheduled September meeting of the Polk County Conservation Board on the plans, specifications, cost estimate and form of contract for Camp Creek Improvements within Thomas Mitchell Park.

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: That the Board resolve to direct staff to publish notice of hearing pursuant to Iowa Code 331.305 that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purpose of approving the plans, specifications, cost estimate and form of contract for Camp Creek Improvements within Thomas Mitchell Park.

c) Thomas Mitchell Park, Pond Trail

Staff is requesting permission to publish notice for a public hearing to be held at the regularly scheduled September meeting of the Polk County Conservation Board on the plans, specifications, cost estimate and form of contract for Pond Improvements within Thomas Mitchell Park.

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: That the Board resolve to direct staff to publish notice of hearing pursuant to Iowa Code 331.305 that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purposes of approving the plans, specifications, cost estimate and form of contract for Pond Improvements within Thomas Mitchell Park.

d) Fort Des Moines Park, Pond Improvements

Staff is requesting permission to publish notice for a public hearing to be held at the regularly scheduled September meeting of the Polk County Conservation Board on the plans, specifications, cost estimate and form of contract for Pond Improvements within Fort Des Moines Park.

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: That the Board resolve to direct staff to publish notice of hearing pursuant to Iowa Code 331.305 that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purpose of approving the plans, specifications, cost estimate and form of contract for Pond Improvements within Fort Des Moines Park.

e) Chichaqua Bottoms Greenbelt, Hay Harvest Bid Award

Each year a certain area of Chichaqua is chosen to have one cutting of hay taken. The purpose of a hay harvest is to affect a "disturbance" that promotes diverse vegetation, prevent the growth of weeds and shrubs, and provides habitat for wildlife species that require a shorter, more open grassland habitat.

Each year between 300 and 500 acres are selected. Staff makes the determination of which sites to harvest based on history of burns, density of vegetation, and presence of "woody" invasives.

This year, four areas totaling 370 acres were designated. Those areas are scattered over the north half of Chichaqua and range from 67 to 125 acres in size.

The Invitation to Bid was sent out to interested bidders and area farmers and cattle ranchers. The bid opening was on July 26 and two bidders responded to the invitation. The two respondents were Bruce Carney and Paul Overturff. Bids were taken for each area and priced by the ton of hay removed. The results are as follows:

	Per Ton Harvested	
	Overturff	Carney
Area 1	$62.50	$22.50
Area 2	$52.80	$17.50
Area 3	$62.50	$15.50
Area 4	$54.10	$12.50

STAFF RECOMMENDATION: That the Board approve accepting the bid from Paul Overturff for the harvest of standing prairie hay from Chichaqua Bottoms Greenbelt as detailed in the invitation to bid ITB NR2013-004; and further authorizes the PCCB Director to sign bid/proposal forms.

f) Prohibition of Importation of Firewood

In May of 2009 the PCCB approved a Firewood Policy (attached) designed to reduce the risk of accidental introduction of emerald ash borer (EAB) and other

damaging forest pests into PCCB recreation areas and forests. Since our policy was adopted EAB has spread to nine additional states and is confirmed in three Iowa locations. The attached Resolution is designed to supplement our Firewood Policy and allow us to deal with future issues that will impact the resources of Polk County.

Since the Resolution is considered a Rule/Regulation, a public hearing is necessary to adopt the Rule/Regulation, which staff is requesting be held at the PCCB's September monthly meeting. Following the public hearing, separate from the Rule/Regulation piece, staff plan to present an updated Firewood Policy for the Board's consideration as well.

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: That the Board direct staff to publish notice of hearing pursuant to Iowa Code that a Public Hearing be held at the PCCB's regularly scheduled September meeting for the purpose of adopting a rule/regulation on the prohibition of importation of firewood.

g) Purchase: Utility Vehicle

The 2013-14 Capital Outlay Budget includes $15,000 to purchase a utility vehicle for the Chichaqua Bottoms Greenbelt. The new Kawasaki Mule will replace a 1999 Kawasaki Mule 2510 4x4.

A 2014 Kawasaki Mule 4010 4X4 utility vehicle specifications and options went out to bid to three area Kawasaki dealers. Bids were as follows:

<u>Adams Cycles</u>
631 West Lincoln Hwy., Nevada
Bid: 2014 Kawasaki Mule 4010 4X4 gas KAF620MEF $12,852.00

<u>Country Cycle</u>
915 E. Hwy. 92, Winterset
Bid: 2013 Kawasaki Mule 4010 4X4 gas KAF620 $12,919.00

<u>Struthers Bros.</u>
5191 NW 2nd Ave., Des Moines
Bid: 2014 Kawasaki Mule 4010 4X4 gas KAF620MEF $13,993.79

Adams Cycles and Struthers Bros met specifications. Country Cycle could not get a 2014 model; therefore bid a 2013 model.

-George Lentz, Eqpt. Maint. Supt.

STAFF RECOMMENDATION: That the Board approve purchase of a 2014 model 4010 Kawasaki Mule 4X4 from Adams Cycles, 631 West Lincoln Hwy., Nevada, Iowa, for a price not to exceed $12,852.00.

h) Gay Lea Wilson Trail, Elder Corporation – Change Order

During the design of the Gay Lea Wilson Trail between Aurora Ave. and Ankeny, it became obvious that the course of Four Mile Creek was moving westward at an increasing speed. Between the date we (PCCB) purchased the property and the final plans were drawn for the trail nearly 20' of bank had collapsed.

In one area we had only 30' of property between the stream bank and our boundary. It is necessary that the bank be stabilized in order to protect the new trail. Staff identified two stretches of stream (approx. 1,000') that require immediate attention.

The work will require access to the stream and heavy equipment would be forced to travel over the route of the newly constructed trail project. If we wait until the new trail is constructed, there will be considerable damage to the new trail, require closure of the trail, and add an additional cost of approximately $40,000 for repair and replacement of the damaged trail. Attaching the work to the trail construction project as a change order will allow the trail contractor do the stabilization work prior to installing the trail surface which would prevent damage to the new trail, save money, and prevent closing a newly opened trail.

STAFF RECOMMENDATION: That the Board approves accepting the proposal for Change Order #1 from Elder Construction for $89,955.20 for additional work related to the construction of the Gay Lea Wilson Trail (between Aurora Avenue and Ankeny) and authorize the PCCB Chair to sign the Change Order. Funding for project will be paid with grant funds and balance paid with PCWLL funds.

i) Jester Park Cabins, Septic System

Polk County Conservation received two quotes for the materials and installation of the two Septic Systems needed at the Jester Park Cabins site. The two respondents were Polk County Heating & Cooling, Inc. and Golden Rule Plumbing, Heating, Cooling, & Geothermal.

The results are as follows for materials and labor to install two septic systems:

Polk County Heating & Cooling, Inc. - $29,400.00
Golden Rule Plumbing, Heating,
Cooling & Geothermal - $35,549.68

STAFF RECOMMENDATION: That the Board accepts the proposal from Polk County Heating & Cooling, Inc. for the materials and installation of the two septic systems for the Jester Park cabins at a cost not to exceed $29,400. Funding for project will be paid with PCWLL funds.

j) Jester Park Cabins, Roofing & Deck Construction

Polk County Conservation received two proposals for the labor for roofing of the cabins and the deck construction at the Jester Park Cabins site. The two respondents were RCI Builders and Dunwoody Construction.

The results are as follows for the labor for roofing and deck construction:

RCI Builders - $23,948.00
Dunwoody Construction - $38,963.00

STAFF RECOMMENDATION: That the Board approve accepting the proposal from RCI Builders for the labor for roofing of the cabins and the deck construction at a cost not to exceed $23,948.00. Funding for project will be paid with PCWLL funds.

k) Chichaqua Bottoms Greenbelt, Wildlife Observation Viewing Deck – Parking Lot

Staff has been working with Polk County Secondary Roads to develop and asphalt a parking lot as a part of the Chichaqua Bottoms Greenbelt Wildlife Observation Viewing Deck. Polk County currently is under contract with Des Moines Asphalt and PCC is allowed to complete the parking lot under this agreement.

A breakdown of costs is shown in below.

Granular Shouldering (Subbase Material	$ 4,278
HMA Surface	$37,985
Flaggers	$ 600
Mobilization	$ 2,000
Blade, Shape and Roll	$ 3,000
Lane Closure (HWY 65)	$ 2,000
Contingency 10%	$ 4,986
Total	$54,849

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: That the Board approves working with Polk County Secondary Roads to hire Des Moines Asphalt to complete the parking lot at the CBG Wildlife Observation Viewing Deck for a cost not to exceed $54,849. Funding for project will be paid with PCWLL funds.

l) Yellow Banks Park, Pond Repairs and Improvements

At their April 2013 meeting, the Board approved hiring Stanley Consultants to provide initial engineering services to address pond improvements at Yellow Banks Pond which were identified in the master plan. This approval was to provide engineering services through the Concept Development & Acceptance phase and included surveying, geotechnical investigations and a hydraulic study. Based upon the information gathered during this phase, staff would like to move forward and complete the project.

This project is designed to repair problems identified in previous dam inspections and provide much needed access to the pond. Specifically, Stanley Consultants is proposing to complete Preliminary Design and take PCC through Final Design Development & Contract Documents.

A breakdown of their proposal is shown in below.

Task 2 – Preliminary Design		$23,340
Task 3 – Final Design, Permits & Contract Documents		$35,310
Project Expenses		$ 750
	Total	$59,400

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: That the Board approves hiring Stanley Consultants to provide initial engineering services to address pond improvements at Yellow Banks Park through Final Design & Contract Documents for a fee not to exceed $59,400 and authorizes the PCCB Chair to sign contract. Funding for project will be paid with PCWLL funds.

m) Mark C. Ackelson Trail (fka Easter Lake Trail) -Phases I-III, Supplemental Services - Snyder and Associates

Snyder and Associates has been our contractor for the Ackelson Trail Project since the early design stages. During that period they had a contract which covered the initial design and plan preparation.

We have asked them to undertake new tasks as the bidding, construction, and planning of the multiple phases proceeded.

This supplemental services proposal covers multiple items as listed below:

1) Construction Administration and Observation of Phase I (which is currently underway.)
2) Construction Staking of Phase I (as above)
3) Indiana Bat Survey for Phases I-III
4) Additional Pedestrian Bridge Coordination and Abutment Design
5) Payton Avenue Trail Spur Design Services
6) Payton Avenue Trail Spur Project Administration
7) Payton Avenue Trail Spur Wetland Delineation.
8) Payton Avenue Trail Spur Archeological Assessment
9) Payton Avenue Geotechnical Coordination
10) Payton Avenue Trail Spur Topographical Survey

All services listed are necessary for the design and construction of the Mark C. Ackelson Trail. Some of the proposed fees are estimations and may vary as the project proceeds. There is an estimated cost associated with the above ten items of $154,500.

- Loren Lown
  Natural Resources Specialist

STAFF RECOMMENDATION: That the Board accepts the Supplemental Services proposal from Snyder and Associates for the Mark C. Ackelson Trail project, as detailed in the proposal, in an amount not to exceed $154,500 and authorize the PCCB Chair to sign same. Funding for project will be paid with PCWLL funds.

3) Budget Amendment Update FY 2013-14

On July 29, 2013, the proposed budget amendment for the current fiscal year was forwarded to the Polk County Budget Staff for consideration by the Board of Supervisors. The amendment processes in August and April of each fiscal year give Polk County Conservation an opportunity to adjust revenues and expenses in the various funds based on more current financial data than when the initial budget for the fiscal year is prepared in November of the preceding year. The following is a recap of the 1st Quarter Amendment submitted for consideration:

CONSERVATION RESERVE FUND
Increased expenditure appropriation to allow flexibility in spending throughout the fiscal year as projects come up.

REAP FUND
Increased expenditure appropriation to allow flexibility in spending throughout the fiscal year as projects come up.

RISK MANAGEMENT FUND (INSURANCE/Unemployment/Workers' Comp)
No changes were made at this time to the Risk Management Fund. In the spring we will adjust the budget to fit the needs throughout the fiscal year.

GENERAL/SUPPLEMENTAL FUNDS

Revenues: There were no changes requested in the revenues at this time.

Expenses in the General/Supplemental Funds were increased by $10,000. This increase was for the Drainage Assessment PCCB received totaling $18,734.69, we only had $9,000 budgeted. These are assessments we are not aware of until the trustees meet and decide they need to do repairs. We received the assessments in April of 2013 and they are due in September of 2013.

PCCB had $198,522 budgeted in Conservation Infrastructure, all these projects were bond eligible so we were able to appropriate these funds throughout the operating budget in all areas for extra help, fuel, repair & maintenance costs, land restoration, etc.

STAFF RECOMMENDATION: The Board approves the August 2013 proposed budget amendment as submitted for FY 2013-14.

4) Chichaqua Bottoms Greenbelt, Well Replacement /Electric

Polk County Conservation (PCC) allocated $90,000 of PCWLL Funds towards the enhancement of a well at the Chichaqua Bottoms Greenbelt (CBG). At the March 13, 2013 Board Meeting a portion of this money ($58,323) was awarded to Northway Well and Pump Company to install a well in the controlled marsh area at CBG

In this instance well replacement is a multi–step process. Exploratory wells were dug to determine optimal location, the well sited and will be installed, and lastly electric service will be provided.

PCC has worked with MidAmerican to provide electric to the site. Now that electric is provided and a well location determined PCC has requested bids from four/five locals companies to provide electric and associated features from the transformer to the well.

Currently staff is working with electrical suppliers and consultants to analyze the bids and determine which bid most satisfies the needs of Polk County Conservation.

- Mark Dungan
  Natural Resources Manager

STAFF RECOMMENDATION: A recommendation to provide electric services to the new well will be brought to the August 14, 2013 meeting.

5) Gay Lea Wilson Trail, Trash Dump

The contractor for the construction of the new Gay Lea Wilson Trail segment has discovered an unknown trash dump buried beneath the ground on the trail right of way. It is in the area that has been permitted as the wetland mitigation site for the project.

This dump appears to be rather substantial and will require removal before proceeding. The site must be excavated, material taken to the landfill, and the soil replaced with suitable material to develop the wetlands.

Elder Corporation is investigating the extent of the dump and preparing a quote for the debris disposal and repair of the site.

The price will be presented at the August 14 Board meeting.

The accompanying map shows the approximate location of the dump which is located south of Broadway and west of Four Mile Creek.

STAFF RECOMMENDATION: That the Board consider the quote from Elder Corporation and determine if the cost is reasonable and authorize the Chair or Director to sign the appropriate change order to accomplish the proposed work. Funding for project will be paid with grant funds and balance paid with PCWLL funds.

6) Public Hearing: Fort Des Moines, Sewer Easements

A public hearing is being held on granting of easements at Fort Des Moines Park for a sanitary sewer connection to the Wastewater Reclamation Authority public sewer system as a part of a Planned Urban Development just west of Studebaker Elementary School on County Line Road.

STAFF RECOMMENDATION: That the Board determines the properties described for easement at Fort Des Moines Park are no longer necessary for park purposes or will not interfere with park purposes and forwarding the same on to the Polk County Board of Supervisors for the conveyance of easement to City of Des Moines and Solid Ground Iowa for the purpose of installing a sanitary sewer connection to the Wastewater Reclamation Authority public sewer system as a part of a Planned

Urban Development just west of Studebaker Elementary School on County Line Road.

7) Polk County Conservation, Program Management

Polk County Conservation will be working with various consultants, contractors, engineers, governmental agencies, and Polk County Staff both internally and externally to develop and manage all projects funded with the Polk County Water and Land Legacy. This effort will require coordination across numerous individuals and processes so a clear and concise direction is needed.

In an effort to develop this process which will provide direction to staff and consultants a Program Management Process needs developed. This program will provide clear direction, measure project performance, and ultimately track and forecaster impact by project, park and/or fiscal and calendar year.

Shive Hattery has a proposal to complete the aforementioned tasks at an hourly rate as shown in the attached document.

- Dennis Parker, PCCB Director

STAFF RECOMMENDATION: That the Board authorizes the PCCB Chair to sign a contract with Shive Hattery to complete the work outlined in the Professional Services Agreement for a fee not to exceed $20,000. Funding for project will be paid with PCWLL funds.

8) Equipment Purchase: Dump Truck and Forestry Mower

Staff has identified the need for the following equipment: single axle dump truck with edge rutter and a forestry mower.

The existing 2002 single axle dump truck is used consistently to support work at the equestrian center and maintenance and repair work within the parks. The addition of another dump truck will efficiently support ongoing trail maintenance and road maintenance. Projected cost off the current State of Iowa Department of Transportation contract is $108,433.

The forestry mower will be used for restoration of newly acquired and existing properties and managing invasive species. We have extensively used a smaller ASV (skidloader) to accomplish the work in the past. This equipment is undersized and becoming difficult and inefficient to maintain. Projected cost is $157,223, based on a previous quote from Titan Equipment. Staff will obtain formal quotes as required.

Acquisition of this equipment is eligible to be purchased with PCWLL funds.

- George Lentz
  Equipment Maint. Superintendent

STAFF RECOMMENDATION: That the Board approve acquiring a dump truck and forestry mower at a cost not to exceed $270,000 utilizing PCWLL funds.

9) Employee Recent Hires

The following individuals have been hired for employment with PCCB:

Start Date	Employee	Position	Rate of Pay
7/24/13	Pete Taber	Cons. Laborer 1 – CMO	$10.41
7/18/13	Zachary Klever	Cons. Labr 1 – NR(CBG)	$10.41
7/29/13	Bryan Fix	Barn Supervisor	Grade 14, Entry Step
8/12/13	Lela Mullen	Equestrian Ctr Manager	Grade 17, Entry Step

Information only.

10) Employee Introductions

11) Closed Session, Land Acquisition(s)

Polk County Conservation Board
Thomas Mitchell Park, Shelter #1
10509 NE 46th Avenue
Mitchellville, IA 50169

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, July 10, 2013. The meeting was called to order at 5:39 p.m.

#1 – Roll Call

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

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

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE JUNE 5, 2013 MEETING MINUTES AS WRITTEN.
VOTE YEA: KUROVSKI, LEVIS, CATALDO

#2 – Consent Agenda

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE FOLLOWING CONSENT AGENDA ITEMS:
A) PCCB JUNE 2013 BILL LIST;
B) STAFF PUBLISHING NOTICE OF PUBLIC HEARING PURSUANT TO IOWA CODE 331.305, THAT A PUBLIC HEARING WILL BE HELD AT THE PCCB'S AUGUST 2013 MEETING ON GRANTING AN EASEMENT TO CITY OF DES MOINES/SOLID GROUND IOWA (ERIC GRUBB) FOR A SANITARY SEWER CONNECTION TO THE WASTEWATER RECLAMATION AUTHORITY PUBLIC SEWER SYSTEM AS A PART OF A PLANNED URBAN DEVELOPMENT JUST WEST OF STUDEBAKER ELEMENTARY SCHOOL ON COUNTY LINE ROAD;
C) RESOLVING THAT THE PCCB WILL, IF AWARDED THE GRANT FOR ACQUISITION, MAINTAIN THE PORTION OF TRAIL UNDER ITS' CONTROL FOR 20 YEARS FOLLOWING COMPLETION AND AUTHORIZE THE PCCB DIRECTOR TO SIGN AN OFFICIAL DOCUMENT DECLARING THE BOARDS' COMMITMENT.
VOTE YEA: LEVIS, KUROVSKI, CATALDO

#3 – Public Hearing & Award of Bid: Jester Park Camp Area #2 Project

Acting Chair Cataldo opened public hearing on plans, specifications, form of contract and cost estimate for improvements to Jester Park camp area #2.

As there were no comments, the public hearing was closed.

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST ESTIMATE OF $300,000 FOR IMPROVEMENTS TO JESTER PARK CAMP AREA #2.
VOTE YEA: LEVIS, CATALDO, KUROVSKI

Award of Bid

Wayne Johnson, PCCB Construction Maint. Manager, reviewed the bids received for improvements to Jester Park camp area #2: MPS Engineers (1444 Illinois St., DM), $327,458; Elder Corp. (5088 E. University, DM), $419,290; and Corell Const. (PO Box 65430, DM), $392,973.

Johnson also estimated additional project costs of $19,600 for firerings/picnic tables and a suggested 10% contingency in the amount of $33,435 for the project.

IT WAS MOVED BY KUROVSKI THAT THE POLK COUNTY CONSERVATION BOARD APPROVES AWARDING MPS ENGINEERS' LOW BID OF $327,458 FOR THE JESTER PARK CAMP AREA #2 IMPROVEMENTS AND AUTHORIZE THE PCCB CHAIR TO SIGN CONTRACT DOCUMENTS; AND PCCB FURTHER APPROVES THE OVERALL PROJECT COST OF AN AMOUNT NOT TO EXCEED $380,493.

#4 – Employee Recent Hires

Parker reported that the Equestrian Center Manager and Barn Supervisor positions have been filled. Lela Mullen accepted the Equestrian Center Manager position and will begin employment around August 12, 2013. Bryan Fix accepted the Barn Supervisor position and will begin employment around July 29, 2013.

INFORMATION ONLY.

#4 – Employee Introduction

PCCB Employees Al Pasker, Natural Resources Technician, and Lori Foresman-Kirpes, Naturalist, introduced and told a little about themselves to the Board.

PUBLIC COMMENTS
Mark Ackelson, Iowa Natural Heritage Foundation (former President), appeared before the Board to express appreciation for the work PCCB does and to thank the Board for naming a trail after him.

FINANCIAL REPORTS
DISCUSSION & REMARKS

- FY 13-14 Budget
- State Recreational Trail Grant

- Bond Projects Overview: Land acquisitions, Fort Des Moines, Conservation Center, UP rail line, Four Mile Creek Watershed, trails, cabins, and Brown's Woods trailhead

ADJOURNNMENT
The meeting was adjourned at 6:32 p.m.

Prepared by: Cindy Lentz

Firewood Policy
Polk County Conservation Board

PURPOSE:

To reduce the risk of accidental introduction of emerald ash borer (Agrilus planipennis) (EAB) and other damaging forest pests into PCC recreation areas and forests through the implementation of an effective firewood policy.

SPECIFICS – FIREWOOD ALLOWED:

1. In-state firewood that is not from a state EAB quarantined area.

2. Untreated dimensional lumber such as scrap 2" x 4".

3. USDA certified firewood is also allowed: Bundled firewood purchased in-state at a commercial store (even from a quarantined county) can be brought in if each bundle of firewood exhibits a USDA Stamp indicating the firewood vendor has a compliance agreement with USDA. (See example of compliance agreement stamp below.) The agreement will have a unique compliance agreement number at the bottom (for example IN-012) that will be different for each vendor, but the rest of the stamp is standard.

SPECIFICS – FIREWOOD NOT ALLOWED:

1. Out of state firewood.

NOTE: All firewood transported from or through state or federal quarantined area that is not federally or state certified as pest free. Areas currently quarantined include all or parts of **Michigan, Ohio, Virginia, Maryland, Indiana, Pennsylvania, West Virginia, Illinois, Wisconsin, Missouri, Minnesota, and Ontario, Canada.**

ENFORCEMENT: Actions to respond to the discovery of firewood from out-of-state, but not a quarantined area:

1. Ask campers to immediately burn all restricted firewood: Use discretion to provide a time period to the camper on burning the restricted firewood (not to exceed 24 hours).

2. If a camper brings out-of-state firewood that isn't from a quarantined area and doesn't agree to burn the firewood immediately, we will require them to double bag the wood turn over to the camp host/PCC staff. Refunds of camping fees or firewood are not permitted.

3. Warnings and Citations: Verbal or written warnings should be used for the majority of discoveries. If a citation is deemed necessary it should be written, under **Failure to comply to a lawful order- Interference: 719.1**

ENFORCEMENT: Actions to respond to firewood from quarantined areas:

1. PCC Staff will confiscate the firewood and double bag it. Staff will fill out the "Information Sheet Quarantined Firewood from a Regulated Area".

2. Refunds of camping fees or firewood are not permitted.

3. Warnings and Citations: Verbal or written warnings should be used for the majority of discoveries. If a citation is deemed necessary it should be written, under **Failure to comply to a lawful order- Interference: 719.1**

4. The Natural Resources Manager will contact Animal Plant Health Inspection Service (APHIS) and/or Iowa Dept of Agriculture and Land Stewardship (IDALS): He will coordinate with APHIS and/or the appropriate state department on violations involving federal or state quarantine respectively.

POLK COUNTY CONSERVATION BOARD

September 11, 2013

PROHIBITION OF IMPORTATION OF FIREWOOD FROM ALL LOCATIONS OUTSIDE OF POLK COUNTY

WHEREAS the movement of firewood throughout Iowa and to other states poses the greatest threat to quickly spread the Emerald Ash Borer even further;

~~**WHEREAS** recently identified infestations in Des Moines and Jefferson Counties will most likely be located in a new quarantined area in Iowa;~~

WHEREAS the Polk County Conservation Board endeavors to protect the natural resources of Polk County by impeding the movement of invasive species via the transportation of firewood, and;

WHEREAS effective immediately, all firewood offered for sale, sold or distributed in Iowa must include the harvest location of the wood by county and state. This labeling requirement also applies to bulk firewood, requiring the harvest location to be included on the delivery. This rule applies to any length of tree that has been cut and intended for burning.

WHEREAS areas currently infested are under federal and state quarantines, but unknowing campers or others who transport firewood can spark an outbreak;

BE IT RESOLVED BY the **Polk County Conservation Board** of **Polk County, Iowa** as follows:

1. To stem the spread of firewood borne pests, officials are asking Iowans to not move firewood and instead buy and burn locally.
2. That in accordance with State and Federal guidelines, the Conservation Board hereby prohibits the importation of firewood from outside Polk County unless it has been certified or approved by a county, state or federal natural resource agency.
3. Should proof of certification be absent, unauthorized firewood in the parks may be removed and destroyed by agency staff according to regulations.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the **Polk County Conservation Board** of **Polk County, Iowa** at a legal meeting held on this _____th day of _____2013.

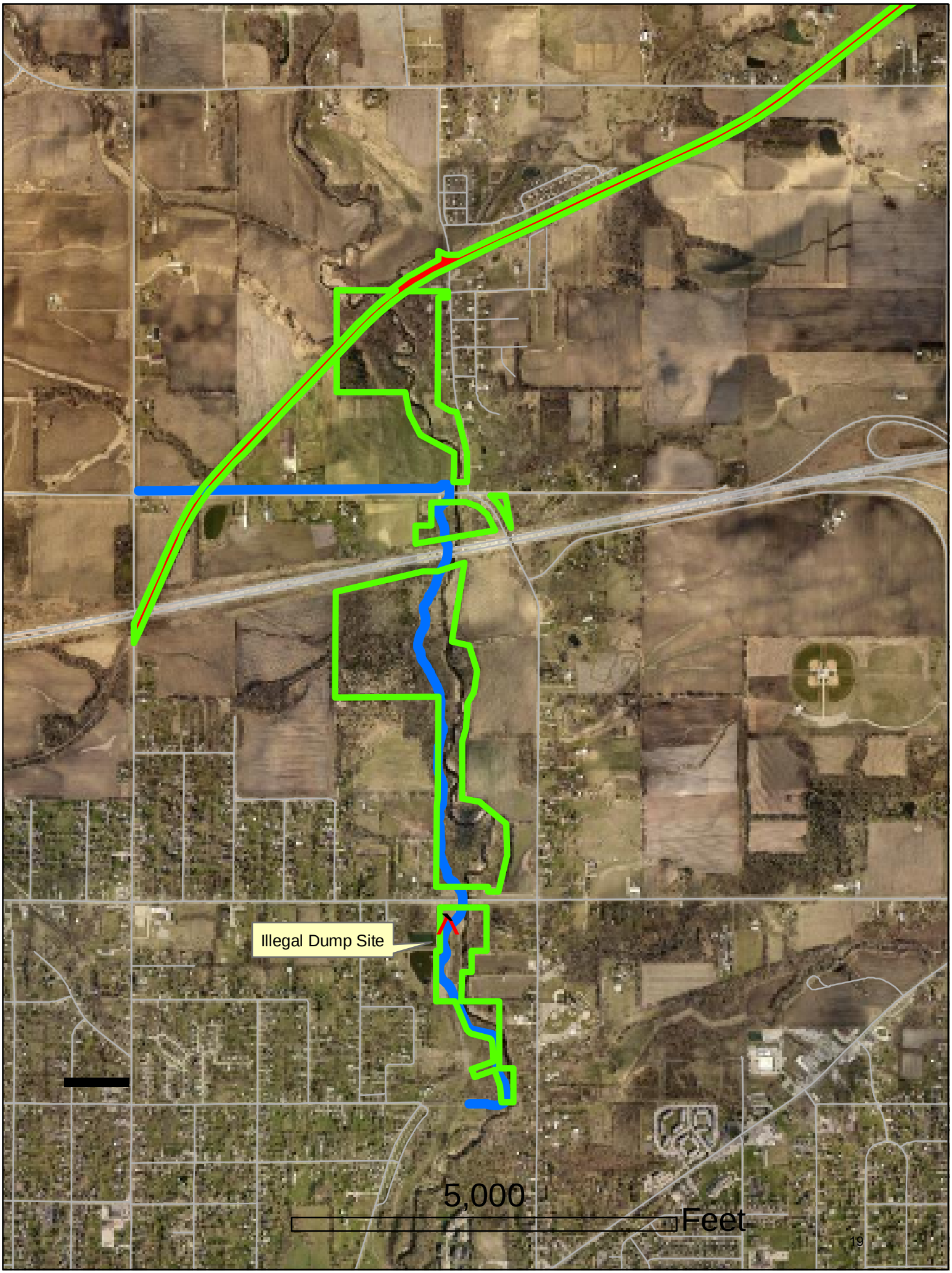
_____

Mike Smith, Chair – Polk County Conservation Board

Any comments or questions may be directed to *Dennis Parker, 515-323-5300, Polk* County Conservation Board, *11407 NW Jester Park Drive, Granger, Iowa.*

_____

Date Posted


Illegal Dump Site
5,000
Feet

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Dennis Parker

CLIENT: Polk County Conservation Board
11407 NW Jester Park Drive
Granger, Iowa 50109

PROJECT: Polk County Conservation- Program Management

PROJECT LOCATION: Iowa

DATE OF AGREEMENT: August 8, 2013

PROJECT DESCRIPTION

Polk County Conservation has a challenging responsibility of managing all the projects to be funded by the Polk County Water & Land Legacy Bond. Polk County Conservation is subject to full public disclosure as well as regular open-budget hearings through the Polk County Conservation Board and the Board of Supervisors.

This proposal defines steps toward developing a Program Management process which will enable Polk County Conservation to provide clear direction to consultants, measure project performance and ultimately track and forecast financial impact by project, park and/or calendar year.

SCOPE OF SERVICES

Under this master agreement, we will provide project management consulting services for development of a Program Management process. The following tasks are to be developed in conjunction with Polk County Conservation Staff. The following tasks delineate a proposal approach and definition of roles and responsibilities:

1. Project Management Plan:
   A. Consultant (SH) will assist in the development of a Project Management Plan template
      1. Participate in weekly coordination meetings until each plan is developed.
      2. Deliverables for this effort will be the following:
         a. Develop a Project Management Plan template
         b. Initiate a plan for each known project intended to be part of PCWLL funds
         c. Update Project Management Plans after Staff review

2. Quality Delivery Coordination:
   A. Consultant (SH) will assist in the development of a project delivery process template
      1. Participate in weekly coordination meetings until a process is established.
      2. Coordinate with other Consultants to develop the most widely used template
      3. Deliverables for this effort will be the following:
         a. Strive to develop an all-inclusive template as opposed to a restrictive template

3. Spending Program:
   A. Consultant (SH) will assist in the development of a tool (spreadsheet) that tracks and forecasts project spending
      1. SH will attend the meeting but not directly participate.
      2. Deliverables for this effort will be the following:
         a. A comprehensive database of project data

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representatives with full authority to act on behalf of the Client with respect to this project. The Client Project Representatives shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee	Fee Type	Reimbursable Expenses
Scope of Services	$20,000.00	Hourly To A Max	Included in fee
TOTAL	$20,000.00		Included in fee

Fee Types:

- Hourly w/Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount(s) without your prior authorization.

Reimbursable Expenses:

- Included in fee – Expenses have been included in the fee amount.

See attached Standard Hourly Fee Schedule.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Attend or host meetings beyond those listed above at an hourly rate according to the attached, standard hourly fees to discuss revisions or additional adjustments to content or map content after the reviews noted in the Scope of Services.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

© March 2010 Shive-Hattery, Inc.

PARTIES

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month

compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty,

expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this

Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.

Emily C. Naylor

Emily Naylor, Landscape Architect/Project Manager
enaylor@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Polk County Conservation

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____**DATE ACCEPTED:**_____

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2013 to December 31, 2013

PROFESSIONAL STAFF:

Grade 1	$ 78.00
Grade 2	$ 91.00
Grade 3	$ 102.00
Grade 4	$ 113.00
Grade 5	$ 124.00
Grade 6	$ 135.00
Grade 7	$ 149.00
Grade 8	$ 164.00
Grade 9	$ 179.00

TECHNICAL STAFF:

Grade 1	$ 53.00
Grade 2	$ 64.00
Grade 3	$ 72.00
Grade 4	$ 82.00
Grade 5	$ 91.00
Grade 6	$ 101.00
Grade 7	$ 113.00

ADMIN STAFF: $ 53.00

SURVEY STAFF:

One Person	$103.00
Two Person	$160.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	$0.56/ Mile
Mileage- Survey Trucks	$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	$ .30 /Sq.Ft.
Mylar	$ .75 /Sq.Ft.
Photogloss	$ .90 /Sq.Ft.
Color Bond	$ .60 /Sq.Ft.
Foam Core Mounting	$ 13.00

Color Prints:

Letter Size	$ 1.00
Legal and 11x17	$ 2.00

3-D Scanner/Hour $300.00

2013- 2014 Revenue Budget

- as of 07/31/13 (8.33% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Infrastructure	$ -	$ -	$ -	0.0%
0213	Equipment	$ 4,000	$ -	$ 4,000	0.0%
6006	Environmental Ed	$ 55,000	$ 710	$ 54,290	1.3%
6009	Natural Resources	$ 176,300	$ 25,534	$ 150,766	14.5%
6101	Administration	$ 109,100	$ 2,046	$ 107,054	1.9%
6103	Community Outreach	$ -	$ -	$ -	0.0%
6104	Conservation Grants	$ -	$ -	$ -	0.0%
6110	Parks Advocacy Unit	$ 466,000	$ 65,826	$ 400,175	14.1%
6119	Construction/Maint.	$ -	$ -	$ -	0.0%
6124	Equestrian Center	$ 311,000	$ 26,026	$ 284,974	8.4%
Sub-Total - General Fund 1		**$ 1,121,400**	**$ 120,141**	**$ 1,001,259**	**10.7%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 103,200**	**$ -**	**$ 103,200**	**0.0%**
Reserve - Fund 50					
0210-0214	**Special Projects**	**$ -**	**$ 5,703**	**$ (5,703)**	**#DIV/0!**
Bond - Fund 51					
0210	**Water & Land Dev & Trails**	**$ 1,100,000**	**$ -**	**$ 1,100,000**	**0.0%**
Grand Total - Conservation		**$ 2,324,600**	**$ 125,844**	**$ 1,098,756**	**5.4%**

2013- 2014 Expense Budget

- as of 07/31/13 (8.33% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Infrastructure	$ 198,522	$ -	$ 198,522	0.0%
0213	Equipment	$ 158,500	$ 81,569	$ 76,931	51.5%
6006	Environmental Ed	$ 363,754	$ 43,712	$ 320,042	12.0%
6009	Natural Resources	$ 690,754	$ 60,026	$ 630,728	8.7%
6101	Administration	$ 857,505	$ 95,269	$ 762,236	11.1%
6103	Community Outreach	$ 200,048	$ 17,556	$ 182,492	8.8%
6104	Conservation Grants	$ -	$ 9,855	$ (9,855)	#DIV/0!
6110	Parks Advocacy Unit	$ 464,179	$ 38,060	$ 426,119	8.2%
6119	Construction/Maint.	$ 1,026,872	$ 128,152	$ 898,720	12.5%
6124	Equestrian Center	$ 406,614	$ 39,908	$ 366,706	9.8%
Sub-Total - General Fund 1		**$ 4,366,748**	**$ 514,106**	**$ 3,654,120**	**11.8%**
General Supplemental - Fund 2					
All Units	**Benefits (IPERS/FICA/Ins, Etc.)**	**$ 988,427**	**$ 76,569**	**$ 911,858**	**7.7%**
Risk Management - Fund 3					
6100	**Insurance,Med., Work. Comp.**	**$ 96,300**	**$ 10,113**	**$ 86,188**	**10.5%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 83,797**	**$ 7,790**	**$ 76,007**	**9.3%**
Reserve - Fund 50					
0210-0214	**Trails, Special Projects**	**$ 29,200**	**$ 7,923**	**$ 21,277**	**27.1%**
Bond - Fund 51					
0210	**Water & Land Dev & Trails**	**$ 7,130,000**	**$ 354,529**	**$ 6,775,471**	**5.0%**
Grand Total - Conservation		**$ 12,694,472**	**$ 971,029**	**$ 4,749,450**	**7.6%**