



BOARD MEETING

June 11, 2014 - 5:00 p.m.

Jester Park
11407 NW Jester Park Dr., Shelter #5
Granger, IA

AGENDA

- 1) Tour of Jester Park (begins promptly at 5:00 p.m. from Shelter #5)

Business segment of meeting to begin approximately 6:00 p.m.

- 2) Opening Items

- a) Roll Call
- b) Action on the Minutes of the Previous Meeting(s)
- c) Employee Recognition/New Employee Introduction

- 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 May 2014 bill list
- b) **2013-2014 Urban Deer Bow-Hunt Annual Report:** approve the 2013-14 Urban Deer Bow-hunt Annual Report
- c) **Jester Park Conservation Center, Public Hearing – Utility Easements:** approves publishing notice of a public hearing to be held at the PCCB's July meeting on granting easements to Mid-American Energy and Xenia Rural Water for installing utilities to the Jester Park Conservation Center.
- d) **Jester Park Conservation Center, The Wellmark Foundation MATCH Grant Program:** approve staff submitting a grant application to The Wellmark Foundation MATCH Grant Program for \$75,000 and match dollars of \$75,000 for the Jester Park Conservation Center with match dollars coming from public and private donations and sponsorships.
- e) **Jester Park Equestrian Center, Multi-Use Shed:** approves the quote of \$7,880 from Pro-Line Bldg. Co. and authorize the Chair to sign the Agreement with Pro-Line; and further approves an over-all project cost not to exceed \$16,000 to be paid from the REAP fund.
- f) **Jester Park Golf Course Restrooms:** approves the replacement of the restrooms on the Jester Park Golf Course at a cost of \$72,378.08 to CXT for the restrooms, set, and delivery of which \$31,500.38 of this expense will be reimbursed to the PCCB by Green Golf Partners for the two Gunnison unisex vault toilets/set/delivery; further approves the Chair signing the purchase agreements for the restrooms; and further approves an expenditure of \$6,250 for site prep, hook up, sidewalks, and equipment rental of which \$1,750 of this expense will be reimbursed to the PCCB by Green Golf Partners, for an overall project cost not to exceed \$78,628.08 with the projected funded from the PCCB's Reserve Fund.
- g) **High Trestle Trail, State Recreational Trail Grant:** approves staff to apply for a State Recreational Trail grant to acquire the remaining section of the UP Industrial Lead between Ankeny and Des Moines and further resolves that the PCCB agrees to maintain the trail for a period of 20 years following construction.

- 4) Vision Iowa Funding Support Letter
- 5) Jester Park Conservation Center Update
- 6) Easter Lake Lodge Consultant
- 7) Great Western Trail Relocation



BOARD MEETING

- 8) Parks Superintendent
- 9) JC White Property, Agreement with Iowa Dept. of Natural Resources
- 10) JC White Property Acquisition
- 11) Easter Lake Restoration, Agreement with Iowa Dept. of Natural Resources
- 12) Easter Lake Restoration, Contract for Engineering Services
- 13) Employees, Recent Hires

PUBLIC COMMENTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

ADJOURNMENT

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

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 May 14, 2014. Minutes for the meeting are attached.

c) Employee Recognition/New Employee Introduction(s)

3) Consent Agenda Items

a) Action on the Bill List

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

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

b) 2013-2014 Urban Deer Bow-Hunt Annual Report

The 2013-2014 Urban Deer Bow-Hunt concluded its 16th season on January 19, 2014. Attached is the Annual Report that was approved at the Deer Task Force meeting on Monday, April 21st. The report details hunt statistics for the 2013-2014 season.

Harvest numbers from 11 participating organizations totaled 346 antler-less and 32 incentive bucks from this past season. This compares to 497 antler-less and 34 incentive bucks from last season.

Harvest numbers in Polk County Conservation areas are slightly down from last season's numbers. Hunters harvested 85 antler-less and 9 bucks from our nine areas, compared to 101 antler-less and 6 bucks from last year. The Buck Incentive Program continues to interest bow-hunters.

The aerial survey indicates that deer numbers are at or just below the 30 deer/sq. mile goal in many of the surveyed areas. This positively reflects on the program's success and mission to maintain deer populations in Polk County at ecologically-acceptable levels.

STAFF RECOMMENDATION: That the Board approve the 2013-14 Urban Deer Bow-hunt Annual Report.

c) Jester Park Conservation Center, Public Hearing – Utility Easements

Staff requests permission to publish notice to hold a public hearing at the Board's July meeting for an electric service easement to Mid-American Energy and water service easement to Xenia Rural Water for the Jester Park Conservation Center.

Mid-American Energy is installing a new 3-phase electric service and transformer that will begin at their current 3-phase service near the golf course maintenance shop area. The line will be underground from this location and end at the east side of the Conservation Center.

Xenia Rural Water will be installing the water service line. This line will begin on NW 128th St. where our new entrance road begins and will be adjacent to the new road on the northerly side and to the west end of the Conservation Center.

- Wayne Johnson
Const./Maint. Manager

STAFF RECOMMENDATION: That the Board approves publishing notice of a public hearing to be held at the PCCB's July meeting on granting easements to Mid-American Energy and Xenia Rural Water for installing utilities to the Jester Park Conservation Center.

d) Jester Park Conservation Center: The Wellmark Foundation MATCH Grant Program

Staff submitted a Letter of Intent to The Wellmark Foundation MATCH Grant Program for the Jester Park Conservation Center at the beginning of May. We received word on Monday, June 2 we were selected to submit a full proposal to their review committee by Thursday, June 19. We are applying for \$75,000 (the maximum amount. A \$1 for \$1 match is required if we are awarded the grant. Our match dollars will come from private donations and sponsorships that are collected prior to December 15, 2014.

The goal of the MATCH grant program is to support communities in implementing healthy eating and active living programs, along with environmental change initiatives that support healthier communities across Iowa and South Dakota. The MATCH grant program encourages and supports creative projects that enhance the health of Iowans or South Dakotans through visionary health thinking in cities and towns, counties, public entities and nonprofits that will intentionally leverage our funding to attract additional funds from other sources. The MATCH resources are being offered to serve as a catalyst to bring other funding to important health needs of a community that impact environmental and policy approaches necessary to impact health locally. Specific preference for this funding is to advance work in promoting active living and built environments and increasing access and consumption of nutritious foods.

The focus of our grant application will be on outdoor recreation, health, and quality of life. We ask that the Board approve our submission of this grant knowing that match dollars will come from public and private donations and sponsorships.

STAFF RECOMMENDATION: That the Board approve staff submitting a grant application to The Wellmark Foundation MATCH Grant Program for \$75,000 and match dollars of \$75,000 for the Jester Park Conservation Center with match dollars coming from public and private donations and sponsorships.

e) Jester Park Equestrian Center, Multi-Use Shed

There is a need for hay storage as well as the storage of some small equipment at the Equestrian Center. There is also the need for a horse quarantine area if the need should arise.

This structure will be 15' deep x 36' wide and is typical pole building type construction. Interior divider walls will be constructed so that 3 – 12' wide x 15' deep pens will be built and sheeted with

FRP panels (plastic surface) serving as a washable sanitary pen on all sides. This structure will be open to the south with a 12' wide pipe gate for each pen.

Staff asked 3 vendors to provide quotes for the structure and installation. PCC staff will do all of the site prep as well as concrete slab and interior wall frame and finish. This structure has been approved by the U.S. Army Corps of Engineers as it will be located on their property.

Bid results:

Vendor	Quote
Pro-Line Bldg. Co.	\$ 7,880
Morton Bldgs. Inc.	\$11,930
Wick Bldgs.	No Response

Additional Estimated Costs:

Site prep, slab, retaining wall	\$ 4,000
Interior frame, sheeting, misc. fasteners	\$ 3,120
Contingency	\$ 1,000
Total Estimated Project Cost	\$16,000

STAFF RECOMMENDATION: That the Board approves the quote of \$7,880 from Pro-Line Bldg. Co. and authorize the Chair to sign the Agreement with Pro-Line; and further approves an over-all project cost not to exceed \$16,000 to be paid from the REAP fund.

f) Jester Park Golf Course Restrooms

Staff has met with Green Golf Management (GGP), our golf course management company, to consider replacing the north end restroom on the 18-hole course, which has outlived its lifetime. It is a men's and women's flush restroom.

There is also a need to do away with two portable toilets, one on the 18-hole course and one on the par 3.

Staff is proposing to place a CXT Cortez men's and women's flush restroom at the north end and to set the Gunnison unisex vault toilet to replace the portable toilets. All of these structures are ADA compliant and CXT offers GSA pricing on these restrooms.

Estimated costs:

1-Cortex flush toilet, set and delivered	\$ 40,877.70
Site prep, footings, hook up, sidewalks, equip. rental	4,500.00
Sub-Total	\$ 45,377.70
2 – Gunnison unisex vault toilets, set and delivered (Each Gunnison price = \$15,750.19)	\$ 31,500.38
Site prep, sidewalks, equip. rental	1,750.00
Sub-Total	\$ 33,250.38
Total Estimated Project Cost	\$ 78,628.08

The Cortez flush restroom project will be funded from our Reserve Fund. The Gunnison vault toilet project will be reimbursed by GGP, per their contract agreement for golf course improvements.

With this improvement, GGP will have met their total of \$800,000 in improvements per the contract.

- Wayne Johnson
Const./Maint. Manager.

STAFF RECOMMENDATION: That the Board approves the replacement of the restrooms on the Jester Park Golf Course at a cost of \$72,378.08 to CXT for the restrooms, set, and delivery of which \$31,500.38 of this expense will be reimbursed to the PCCB by Green Golf Partners for the two Gunnison unisex vault toilets/set/delivery; further approves the Chair signing the purchase agreements for the restrooms; and further approves an expenditure of \$6,250 for site prep, hook up, sidewalks, and equipment rental of which \$1,750 of this expense will be reimbursed to the PCCB by Green Golf Partners, for an overall project cost not to exceed \$78,628.08 with the project funded from the PCCB's Reserve Fund.

g) High Trestle Trail, State Recreational Trail Grant

Polk County Conservation and the City of Ankeny applied for and received a State Recreational Trail Grant for the purchase of a portion of the UP Industrial Lead railroad right-of-way between Ankeny and Des Moines. That grant purchased a north and South Section from the Iowa Natural Heritage Foundation (INHF). The INHF purchased and held the property until funding could be arranged.

The initial grant was only sufficient to purchase a portion of the property. The remaining property held by the INHF is the subject of this agenda item. This center section of the property is within both the City of Ankeny and rural Saylor Township between NE 70th Ave. and SE Magazine Road. It consists of 31.54 acres of property appraised at \$2,198,600.

The INHF was informed that the PCCB was encouraged to apply for funding this coming grant cycle to complete the acquisition.

The appraised value of the property will be used as the matching monies required for the grant. No further contribution of funds should be required. Any contribution of funds from the PCCB over that amount should be minimal.

We will be required to pass a resolution stating that the Board agrees to maintain the trail (once built) for a period of 20 years following construction. This is language which is included in every recreational trail grant.

STAFF RECOMMENDATION: That the Board approves staff to apply for a State Recreational Trail grant to acquire the remaining section of the UP Industrial Lead between Ankeny and Des Moines and further resolves that the PCCB agrees to maintain the trail for a period of 20 years following construction.

4) Vision Iowa Funding Support Letter

Background: PCCB has been actively pursuing a \$1.17 million Vision Iowa Community Attraction and Tourism grant for the Jester Park Conservation Center. The Vision Iowa Board's goal is to be the last major source of funding for a planned project. As we have been working to close the funding gap with corporate and individual donations as well as grants, Vision Iowa continues to challenge us to close the gap further. The funding gap as of our last report to the Vision Iowa

Board was approximately \$750,000. They suggested that an outside individual or group, or the County, could provide a letter pledging to cover the remaining funding gap should future fund raising fall short. Providing the Vision Iowa Board with this pledge would support their Board taking the next steps in deciding to approve the grant request.

With the efforts involving seeking outside funding sources for the Conservation Center and the future opportunities to raise more funds, it is very unlikely that the PCCB would be required to cover this shortfall. Should that need arise, the funding shortfall could be funded over two fiscal year cycles and could be funded from a combination of reserve and REAP funds.

STAFF RECOMMENDATION: That the Board ratifies the previous polling of the Board on May 14 approving the Board chairperson to sign the letter pledging to cover the \$750,000 funding shortfall should future fundraising fall short.

5) Jester Park Conservation Center Update

An updated report on the status of the Conservation Center project will be given at the meeting.

6) Easter Lake Lodge Consultant

Background: The 2006 Easter Lake Master Plan proposed a lodge at Easter Lake. At that time the Board of Supervisors (BOS) allocated \$500,000 for improvements at the park. The BOS also set aside \$250,000 as seed money to fund the future lodge facility. The local neighborhood association has been actively campaigning for the construction of the lodge for several years. More recently they have involved the East South Des Moines Chamber of Commerce. They also recently met with Supervisors Mauro and Hockensmith and have their support for proceeding with the planning and fund raising for the facility.

PCCB has earmarked \$400,000 for this project tentatively in the out year PCWLL bond fund expenditures.

Both the Neighborhood Association and the Chamber supported RDG Planning and Design to work with the different groups in developing a preliminary building design, site plan, cost estimates and future fund raising/marketing material. The initial goal is to provide a facility with a meeting capacity of 400 - 450. The Jester Park Lodge has a capacity of 250. The preliminary anticipated cost of a facility this size and in the proposed location would be \$4-5 million.

The attached consulting proposal from RDG Planning and Design includes the conceptual planning and design of the lodge working with a planning committee, preparing a preliminary cost estimate, developing fundraising and marketing graphics/materials and public input meetings. The cost for the three phase consulting proposal is \$43,600. The cost would be funded from the original \$250,000 seed money set aside by the BOS in 2006 and supported now by the BOS.

STAFF RECOMMENDATION: That the Board approve the RDG Planning and Design consulting contract for the conceptual planning and design of the proposed Easter Lake Lodge and approve authorizing the Director to sign the contract.

7) Great Western Trail Relocation

The City of West Des Moines has been planning for the extension of roads in the area of the interchange SW Connector and Highway 5 for many years, as have local landowners/

developers. The new plans for roads and infrastructure in this area have the potential for adverse impacts to the Great Western Trail and the trail users.

One specific area of concern has been property owned by West Lake Properties south of Highway 5 and east of the SW Connector. The Great Western Trail bisects this property running north to south. West Des Moines has plans to extend Maffit Road east across this property also which would cross the Great Western Trail. The future plans for this road extension would be a four lane divided road.

Staff has negotiated the attached agreement with West Lakes Properties and the City of West Des Moines to relocate a section of the Great Western Trail to accommodate land use plans at the SE corner of the above name intersection. This agreement will preserve the trail corridor while allowing for safe development at this increasingly congested intersection. The agreement is for the transfer of the existing trail corridor to West Lakes Properties in return for a relocated corridor of similar width, providing additional property for the development of a future trailhead facility at Pine Ave. north of Highway 5 and constructing a parking lot at this future trailhead to serve trail users. The City of West Des Moines would be responsible for the extension of Maffit Road and providing a signalized safe crossing for trail users at the Maffit Road and SW Connector intersection.

All survey, engineering, and construction associated with the new trail and removal of the existing trail and construction of the future trailhead parking lot will be the responsibility of West Lakes Properties. All land obtained in the transfer will be owned fee title by Polk County without encumbrances.

Polk County would retain ownership and management of the new trail corridor.

STAFF RECOMMENDATION: That the Board approves the agreement and authorize the Chair to sign the agreement with West Lakes Properties and the City of West Des Moines to reconstruct the Great Western Trail on an alternate route to accommodate future street and development plans, provide a new trailhead location north of Highway 5, and proceed with the exchange of land to accommodate the above transaction, if authorized by the Polk County Board of Supervisors.

8) Parks Superintendent

A decision to change the Park Advocacy Manager position title to Parks Superintendent follows recommendations given during the strategic planning and organizational overview conducted by Bruce Bernard and Richard Leopold last fall.

The new Parks Superintendent will have a broader responsibility and involvement in the day-to-day operations of our parks and trails, in addition to law enforcement. There will be more details of this readjustment in the future, and the person hired will be a part of deciding how the shift will occur.

The attached job description has been reviewed and approved by Pam Veach, Compensation Administrator for Polk County, who made some useful suggestions in editing the document.

Further explanation will be given at the meeting.

This item is informational and does not require Board action.

9) JC White Property, Agreement with Iowa Dept. of Natural Resources

The Iowa Natural Heritage Foundation (INHF) purchased the former White property (approx. 281.7 acres) at the request of the PCCB for future use as a deposit site for dredge spoil resulting from the Easter Lake restoration project. Polk County Conservation has agreed to repurchase the property from the INHF.

The Iowa Department of Natural Resources (DNR) has offered to assist PCCB in the funding of that acquisition. The purchase price of the property from the JC White estate was \$281,691 and was paid for by the INHF. PCCB agreed to reimburse the INHF for the property and for all expenses listed in the repurchase agreement. It is estimated that the final cost to the PCCB will be approximately \$200,000.

The DNR has offered to assist in the amount of 33% or \$100,000 whichever is less.

The County Attorney has reviewed and approved the attached agreement.

STAFF RECOMMENDATION: That the Board approves entering into an Agreement with the Iowa Department of Natural Resources indicating the Iowa Department of Natural Resources agrees to pay to PCCB 33% or \$100,000, whichever is less, for purchase of the former JC White property from the Iowa Natural Heritage Foundation and authorizes the Chair to sign the Agreement subject to approval of the Agreement by the Iowa Department of Natural Resources.

10) JC White Property Acquisition

At the April meeting of the PCCB, the Board authorized the signing of the Memorandum of Understanding detailing the repurchase of the JC White Trust property from the Iowa Natural Heritage Foundation (INHF) for the sum of \$281,691 plus all expenses incurred by the INHF in acquiring and holding the property.

This property has been held by the INHF at our request while the supplemental funding agreement with the Iowa Department of Natural Resources (DNR) was completed. That Agreement is before the Board this month and will be presented to the DNR Commission on June 12 for their approval.

Upon action by the DNR Commission on June 12 to approve the agreement to fund 1/3 of the acquisition costs (up to \$100,000), PCCB is prepared to acquire the property. Utilizing funding from the DNR, the cost to PCCB to acquire the property should be below \$200,000.

The County Attorney's Office has reviewed and approved the title opinion.

STAFF RECOMMENDATION: That the Board authorizes staff to purchase the former JC White property from the Iowa Natural Heritage Foundation at a cost to the PCCB not to exceed \$200,000, subject to the Iowa Department of Natural Resources approval of the Agreement to fund 33% or up to \$100,000 of the purchase cost.

11) Easter Lake Restoration, Agreement with Iowa Dept. of Natural Resources

The Iowa Department of Natural Resources is prepared to enter into a contract with Polk County to reimburse a portion of the cost of the engineering services required to meet the objectives outlined in the Easter Lake Water Quality Management Plan (ELWQMP).

The contract is to run from Jun 2014 through December 2016. The DNR is prepared to expend funds to assist the PCCB in paying for the engineering services up to \$462,600 or 60%, whichever is the lesser amount, of the total project costs. The balance of the funding will be drawn from PCWLL funding over the term of the contract.

Polk County Conservation, the City of Des Moines, and the Iowa Department of Natural Resources assessed the qualifications and experience of multiple engineering firms and selected Snyder and Associates of Ankeny from a pre-qualified list of firms as the engineering firm for the project.

The County Attorney's office has reviewed and approved the attached document.

STAFF RECOMMENDATION: That the Board approves entering into a contract with the Iowa Department of Natural Resources to provide funding assistance up to \$462,600 or 60%, whichever is the lesser amount, for Easter Lake Restoration engineering services and authorizes the Chair to sign contract subject to approval of the contract by the Iowa Department of Natural Resources.

12) Easter Lake Restoration, Contract for Engineering Services

The Agreement with the Iowa Department of Natural Resources (DNR) is presented this month for consideration. The DNR Commission will receive the Agreement at their meeting on June 12.

That Agreement details the commitment of up to \$462,600 or 60% of the contract (whichever is less) in matching monies from the DNR toward engineering services. That contract includes, but is not limited to, project administration, topographic survey, preliminary design, final design, construction permits, bidding services, construction services, wetland delineation, biological assessment, threatened and endangered species desktop survey, bat habitat survey, phase I cultural resources investigation, alternatives analysis, wetland mitigation design, wetland mitigation construction, wetland monitoring, storm water pollution prevention plan, floodplain analysis, and geotechnical coordination.

The engineering firm was chosen by committee. A team consisting of the PCCB Director, Dan Prichard from the City of Des Moines, and George Antoniou of the DNR reviewed the credentials and project experience of a selected group of contractors composed of HR Green Stanley Consultants, Shive-Hattery, and Snyder and Associates. The consultant was a unanimous choice.

The total cost of the contract is \$734,800. The DNR commitment is for 60% of the contract which is \$440,880. The DNR is willing to go as high as \$462,600 if the contract amount is more than the proposed \$734,800. The balance of the contract will be the responsibility of Polk County Conservation Board with the funding coming from Polk County Water and Land Legacy funding over the multi-year course of the contract.

The Contract and Scope of Services are attached.

STAFF RECOMMENDATION: That the Board authorizes the Chair to sign the contract with Snyder and Associates for engineering services for the Easter Lake Water Quality Management Plan at a cost of \$734,800 subject to approval by the Iowa Department of Natural Resources committing up to \$462,600 toward the cost for engineering services.

13) **Employees, Recent Hires**

The following individuals have been hired for employment with PCCB:

Start Date	Employee	Position	Rate of Pay
5/14/14	Karah Kruger	Stable Lbr	\$9.25/Hr
5/17/14	Leslie Ulm	Stable Lbr	\$9.25/Hr
5/23/14	Mikayla Seller	Stable Lbr	\$9.25/Hr
5/27/14	Capricia Thompson	Stable Lbr	\$9.25/Hr
5/24/14	Jon Brand	Cons. Lbr I	\$10.41/Hr
5/24/14	Ron Naeve	Cons. Lbr I	\$10.41/Hr
5/28/14	Zachary Klever	Cons. Lbr I	\$10.41/Hr
5/28/14	Tylor Nelson	Cons. Lbr I	\$10.41/Hr
5/27/14	Sarah Robinson	Asst. Riding Instructor	\$11.33/Hr
5/27/14	Melody Cline	Clerk	\$10.08/Hr
6/3/14	Nick Gordon	Natural Resources Tech	Pay Grade 14, Entry, \$44,292

Information only.

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, May 14, 2014. A tour of Fort Des Moines Park began at 5:30 p.m. with the business segment of the meeting called to order at 6:25 p.m.

#1 – Tour of Fort Des Moines Park

Tour began at 5:30 p.m. of the Fort Des Moines Park area.

#2a - Roll Call

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

#2b – Action on the Minutes of the Previous Meeting(s)

MOTION: Moved by Smith to approve the April 9, 2014 meeting minutes as written.

VOTE YEA: Johnson, Cataldo, Smith, Levis

#2c – Employee Recognition

Mark Hurm, Park Advocacy Manager, was recognized for his 23+ years of service with PCCB. Hurm is retiring 05/30/14.

#3 – Consent Agenda

C. Lentz indicated that authorizing Director to sign the Lease Agreement referred to as a part of item 2e, Jester Park Equestrian Center, Payment to Lease Horses, should be included as part of the Board's action.

MOTION: Moved by Smith to approve the following consent agenda items and approve amending Item #2e to authorize Director to sign the Lease Agreement for trail horses:

- a) April 2014 bill list;
- b) FY 2014-15 2.5% base salary increase for full-time and permanent part-time staff (part-time 32 and part-time 24) effective July 1, 2014;
- c) adopting a Physical Capacity Testing program to ensure candidates selected for employment in designated jobs can meet the essential physical requirements of the position; Director designating which job classifications are to be included in the program; and authorizes the Director to implement the program;
- d) renewing the golf course lease agreement between PCCB and Bob Begey for lease of the golf course residence for a term of July 1, 2014 to June 30, 2016 and approve Chair signing said Agreement;
- e) leasing 13 trail horses for the 2014 season from Nolan Horses at a cost not to exceed \$10,500 and approve Director signing the Lease Agreement;
- f) participation of Polk County Conservation in the Memorandum of Understanding between the partners in the High Trestle Trail project as outlined in the Memorandum of Understanding and further authorizes the Chair to sign the document;
- g) awarding the following bids for access improvement/drainage area stabilization work at Chichaqua Bottom Greenbelt areas: Drainage Ditch 4 project to Bailey's Excavating, \$150/hour; Mountain Farm project to Bailey's Excavating, \$5,680 plus jetting; NE Acquisition project to RW Excavating, \$10,838; and hibernacula project at Sandhill property to Bailey's Excavating, \$720.

VOTE YEA: Smith, Levis, Johnson, Cataldo

#4 – Public Hearing: UP Industrial Line, Disposal of Property

Chair Cataldo opened the public hearing on the sale of the portion of the abandoned Union Pacific industrial line between Ankeny and Des Moines, lying within the corporate limits of Ankeny (beginning near SW Walnut Street and traveling in a SE direction to SE Magazine Drive – a total acreage of 19.5 acres), to the City of Ankeny.

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

MOTION: Moved by Levis to approve the northern section of the former Union Pacific Industrial Line, consisting of ten parcels and 19.54 acres, be sold to the City of Ankeny for a cost of \$600,000 and direct staff to work with the Board of Supervisors on the disposal of this property.

VOTE YEA: Levis, Cataldo, Smith, Johnson

#5 – Beaver Drive Bridge/Trestle to Trestle Trail Agreement

MOTION: Moved by Johnson that the PCCB resolves to be responsible for the costs associated with the trail/sidewalk construction and extension of drainage infrastructure between the Beaver Avenue bridge replacement over I-80 and the Trestle to Trestle Trail and further resolves that the Chair shall sign documents affirming the Boards intention to assume responsibility for these items when the bridge construction occurs.

VOTE YEA: Johnson, Cataldo, Smith, Levis

#6 – Great Western Trail Relocation

MOTION: Moved by Smith to continue this item to next month's meeting.

VOTE YEA: Smith, Johnson, Cataldo, Levis

#7 – FY 2013-14, 3rd Quarter Budget Amendment Update

MOTION: Moved by Johnson to approve the April 2014 proposed 3rd quarter budget amendment as submitted for fiscal year 2013-2014.

VOTE YEA: Johnson, Levis, Cataldo, Smith

#8 – Yellow Banks Dam Rehabilitation Project, Contract Extension/Change Order

MOTION: Moved by Levis to approve the Contract Extension to November 1, 2014 and Change Order in the amount of \$59,604 with RW Excavating and Dozing for work that is a part of the Yellow Banks Dam Rehabilitation project and authorizes the Chair to sign both documents.

VOTE YEA: Levis, Smith, Cataldo, Johnson

#9 – Fort Des Moines Park Pond & Watershed Improvements, Change Order 2

MOTION: Moved by Smith to approve Change Order 2 for an additional \$17,000 with Reilly Construction and allow the Director to sign the Change Order.

VOTE YEA: Smith, Johnson, Cataldo, Levis

#10 – Employees, Recent Hires
Information only.

#11 – Jester Park Conservation Center Update

Director Parker updated the Board on the Conservation Center project. He indicated staff was active with fund raising efforts for this project.

#12 – Grand Opening: Jester Park Cabins & Discovery Pond

Parker informed the Board that Van & Bonnie would be doing their radio show at the Jester Park cabins the morning of May 19.

He also reminded the Board of the June 8 Grand Opening for the Jester Park Cabins and Discovery Pond.

PUBLIC COMMENTS

None

FINANCIAL REPORTS

DISCUSSION & REMARKS

Director Parker reported on the following:

- Brian Herrstrom, Ranger located at Thomas Mitchell Park, would be interim lead ranger following Mark Hurm's retirement.
- Easter Lake Lodge
- Chichaqua Valley Trail connection to Broadway
- Equestrian Center

Adjournment

Meeting adjourned at 7:54 p.m.

Prepared by: Cindy Lentz

Approved:

May 7, 2014

Dear City Administrator / Manager, and Bow-Hunt Coordinators:

2013-2014 Urban Deer Management Bow-Hunt Harvest Report

The Polk County Deer Task Force (PCDTF) is once again pleased to report a successful deer harvest. A total of 381 antler-less deer were harvested in the Polk County Deer Management Zone for the 2013-2014 season, and 32 incentive bucks were also harvested.

We are pleased to report that no complaints from adjacent residents of participating entities were noted.

Based on the 2014 Aerial Survey, contained in this report, the PCDTF and the Iowa Department of Natural Resources (IDNR) encourage entities to continue efforts to expand public and private property bow-hunts. This program has leveled out the growth of our deer herd. Survey numbers indicate that 9 of the 21 areas surveyed are below the original deer density goal of 30 deer/sq. mi. while other areas are still increasing in population. To better manage the deer population in a given area, the PCDTF encourages entities to set harvest numbers for a particular area and/or season rather than suspending the hunt if they are at or below the targeted number of deer per square mile.

We seem to have a growing number of qualified hunters wishing to participate but struggle for locations to harvest deer.

The IDNR now offers an on-line Bow Hunter Safety Course. PCDTF requires that any hunters taking the on-line course, and participating in the Polk-Dallas Deer Management Zone hunt for the first time, make an appointment at Archery Field & Sports to take the required proficiency test. A brief presentation will be given to better inform the new urban hunter about the rules and ethics associated with this hunt.

The City of Des Moines private property bow-hunt program continues to impact the stabilization of deer numbers with harvests of 89 antler-less deer. An additional 13 incentive bucks were also harvested. This affects many areas in which the populations had previously gone unchecked. Under the program adopted by Des Moines, Private property bow-hunt requests are reviewed by trained individuals who inspect the property and make a recommendation to the City Manager / Hunt Coordinator, to approve or deny hunting. Cities are encouraged to promote private property hunts to reduce deer herd size. Contact the City of Des Moines for a copy of their ordinance with respect to the section dealing with bow-hunting private property.

It is still recommended that private individuals discontinue the feeding of deer in urban areas in an effort to support the management of our deer herd. Feeding increases travel to and from feed sites increasing automobile / deer incidents and concentrates deer into small areas causing heavy browse damage to neighboring properties. Contact the City of Urbandale for a copy of their ordinance that takes a firm stance concerning the feeding of deer.

I wish to encourage each of our entities to continue to utilize ordinances in place by others in order to keep the rules for this hunt as standardized as possible. This helps our enforcement personnel as well as our hunters.

We would like to thank each City for keeping amounts in their budget that directly fund our annual Aerial Survey. The reports from these surveys are a vital tool in controlling our urban deer population.

Thank you for your support of this program and our goal to maintain a healthy and controlled population of the White-tailed Deer in Central Iowa.

Sincerely,

A handwritten signature in cursive script that reads "Erv Wagner". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Erv Wagner, Polk County Deer Task Force Chair

Polk County Controlled Bow-Hunt 2013-2014 Deer Report



Executive Summary
Post Season Reports
Aerial Survey Results
Bow-Hunt Administrators
Advisory Organizations

Compiled by the
Polk County Deer Task Force

The Polk County Deer Task Force believes that the White-tailed deer is a valuable part of our natural heritage. We support the perpetuation of the deer population in Polk County at ecologically acceptable levels.

-1997 Position Statement of the Polk County Deer Task Force

Executive Summary

Based on the following results, it is recommended that the Polk County Controlled Bow-Hunt should be continued for the 2014-2015 season throughout the Polk County Deer Management Zone. It is also recommended to continue expanding efforts in the following areas:

- Urbandale
- Brown's Woods and Walnut Woods
- West Des Moines
- Johnston - Beaver Creek corridor
- Pleasant Hill
- private property throughout the zone



Post Season Reports

Licenses Sold

-The Polk County Deer Management Zone is divided into two zones. 1200 licenses were available for zone 48 which includes all of the cities, Polk County Conservation areas and U.S. Army Corps of Engineers areas. 400 licenses were available in zone 61 which is comprised of mostly rural areas not included in zone 48. Hunters purchased 688 antler-less licenses in zone 48 and 17 antler-less licenses in zone 61 for use in the Polk County Deer Management Zone.



Hunting Season

-This year the IDNR allowed participating entities to use September 14, 2013 through January 19, 2014, for the Polk County Deer Management Zone bow-hunting season. Agencies could choose to use these dates for their season, or tailor their hunt to suit individual needs (as long as the dates were within the allowable season above). The proposed hunt dates for the 2014 -2015 season will be September 13, 2014 through January 10, 2015.

Deer Harvest

-Agencies reported that 346 antler-less deer had been harvested during the '13-'14 bow-hunt, which is a decrease from 497 in the 2012-2013 season.

-There was a total of 381 antler-less deer harvested in the Polk County Deer Management Zone (including antler-less deer harvested in Camp Dodge with shotgun/muzzle).

32 incentive bucks were harvested during the '13-'14 bow-hunt

A total of *441 deer were harvested during the '13-'14 season.

* Count includes Camp Dodge (shotgun and muzzle any sex-tags)

Proficiency Testing

- Archery Field and Sports administered 279 proficiency tests to 274 hunters.

Safety Record

No injuries were reported from neighbors or park visitors



Polk County Aerial Deer Surveys: 2014

by Bill Bunger
Iowa DNR

Helicopter surveys were flown on February 6th using a Bell Jet helicopter. Observers were Willie Suchy and Bill Bunger. Conditions for the survey were good with >5" of snow. The sky was clear. Winds were moderate at 10-15 mph from the northwest. Temperatures never got above 9 degrees F. Sighting conditions were fair as bright sun and consequent glare create some difficulty. Most deer were bedded and some got up when the helicopter passed over.

The number of deer sighted for each area is reported in Table 1. The number of deer recorded should be viewed as a minimum count. Each area listed was divided up into discrete units and circled or flown systematically. Where necessary the helicopter was brought around to count areas more thoroughly. In most areas the deer ran as the helicopter passed overhead.

The number of deer counted was down in 10 of the 21 urban areas surveyed when compared to 2013. Eight of the surveyed areas could be considered unchanged from 2013 while in two areas counts were up. Some of the reduction in numbers may be attributed to the slight decrease in quality of sighting conditions compared to last year. The average deer density across all survey areas falls just below the original goal of 30 deer/square mile. Nine of the 21 survey areas have been below this goal for the last three years.

Overall counts are considerably lower than we would expect if the controlled hunts had not been initiated in 1998. Nearly 5300 deer have been harvested in the deer management zone. This hunting pressure has helped bring numbers down from the highest counts observed in 2007. Some areas appear to be stabilizing but doing so at levels originally deemed acceptable by the task force.

Bow-Hunt Administrators

- City of Des Moines: Mike Gaul 208-0310
- Administers public property bow-hunting; allows private property bow-hunting
- Des Moines Water Works: Scott Atzen 208-8702, Regina Olmstead 283-8769
- City of Johnston: Jim Sanders 727-7760
- Administers public property bow-hunting; allows private property bow-hunting
- Polk County Conservation: Brian Herrstrom 967-4889, c 249-1753
- US Army Corps of Engineers (Saylorville Lake): Tyler Hill 276-4656 ext. 6512
- City of Urbandale: Jeff Casey 331-6812
- Administers public property bow-hunting; allows private property bow-hunting
- Walnut Woods State Park (IDNR): Tim Gedler 285-4502
- City of West Des Moines: Sally Ortegies 222-3447
-Administers public property bow-hunting
- City of Clive: Jeff Theilen 238-0648
-Administers public property bow-hunting
- City of Pleasant Hill: Heath Ellis 208-5212, Rick Courcier 208-8214
- Administers public property bow-hunting; allows private property bow-hunting

Advisory Organizations

The following organizations serve in an advisory capacity to the Polk County Deer Task Force (in addition to the organizations listed above).

- Iowa Dept. of Natural Resources: Bill Bunger (515) 975-8318, Willie Suchy (515) 281-8660
- City of Ankeny, City of Des Moines Animal Control, City of Grimes, City of Polk City, Dallas County Conservation Board
- Archery Field and Sports, Des Moines Audubon, Des Moines Founders' Garden Club, Des Moines Izaak Walton League, IDNR Law Enforcement, Iowa Bow Hunters Assoc. (IBA), National Field Archery Association, Polk County Conservation Board, Polk County Board of Supervisors, Sierra Club and Westwood Neighborhood Association.

Table 1. Results from the helicopter deer surveys in Polk county, 1996 to present.

Urban Areas Surveyed	Area (Square Miles)	Deer Sighted																		
		1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Water Works Park Area	3.91	100	159	206	204	136	88	105	102	134	130	37	58	63	51	46	35	21	35	46
D.M, South of Grand	1.37			56	45	39	50	49	36	63	56	18	53	66	49	55	28	28	29	18
DSM airport west-63rd*	1.78												150	164	188	103	76	76	74	49
Browns & Walnut Woods	4.20	43	132	149	106	128	86	91	155	226	167	137	301	216	232	151	189	182	238	165
Easter Lake & DSM River East	6.74	26	43	58	135	145	110	163	132	146	239	84	418	233	209	254	195	142	174	112
Yellow Banks & DSM River	1.75	24	52	62	77	67	122	81	98	77	78	29	110	92	77	61	33	19	51	44
Four Mile Creek:																				
I80 -Des Moines River	5.29	7	41	51	99	79	39	83	87	100	107	118	174	165	179	164	87	113	114	91
Pleasant Hill west*	0.93											48	71	59	86	63	53	43	70	71
Pleasant Hill east	2.27											25	31	150	162	128	90	71	138	123
North of I-80	4.45	58	128	128	158	117	103	86	80	104	127	16	124	202	136	177	125	71	98	167
Margo Frankel Woods	0.78	15	14	35	4	23	12	6	0	28	15	8	15	15	17	25	18	21	14	12
Rock Creek	2.91	26	74	38	51	49	79	24	39	44	27	52	66	92	58	47	41	46	34	33
Des Moines River:																				
Saylorville Dam-Riverview Park	4.66	83	115	83	150	124	122	162	209	296	184	153	278	238	143	155	150	123	193	148
North of I-80*	2.81													175	122	124	111	82	118	97
South of I-80*	1.85													63	21	31	39	41	75	51
Jordan Creek/South Woods	0.26									63	56	38	10	25	35	30	33	15	17	14
Quail Park- W. DSM	0.90																		101	92
Walnut Creek:																				
Raccoon River to I-80	0.79	0	1	7	5	23	14	14	25	42	19	30	50	19	40	40	27	22	13	11
Clive Area; west of I-35*	0.30													23	15	10	5	8	6	4
Living History Farms	0.41				20	20	10	42	16	34	26	30	25	43	23	17	24	18	22	29
West of I-80	1.38	59	229	285	261	270	225	146	203	336	177	227	340	172	147	186	170	127	154	111
Beaver Creek (Johnston)	0.59													100	74	80	61	27	74	68
Polk City Barrier Dam Refuge	3.11	41	92	117	133	125	89	113	135	230	135	89	198	150	166	268	142	118	99	81
Total	53.44	482	1,080	1,275	1,448	1,345	1,149	1,165	1,317	1923	1543	1091	2401	2205	1986	1987	1524	1240	1678	1418
Rural Areas																				
Saylorville Reservoir																				
Camp Dodge	2.23	55	71	93	105	108	69	73	68	195	165	148	234	148	109	93	107	49	91	101
Dam to MLB (west side)	1.92		61	62	24	38	34	61	50	109	46	67	98	114	86	136	84	115	94	36
Dam to MLB (east side) <i>a</i>	2.55		41	72	94	83	85	86	50	137	94	55	66	127	91	90	105	110	67	67
MLB to Hwy 17 (east side)	4.18		35	33	53	77	80	-	-		142	123	124	208	134	178	179	201	225	184
Jester Park, MLB to Bridge to Hwy 17	4.82	88	158	161	95	95	132	127	108	189	82	110	133	221	165	187	201	238	132	133
Total (excluding Barrier Dam Refuge)	16	143	366	421	371	401	400	347	276	630	529	503	655	818	585	684	676	713	609	521
Chichaqua & Skunk River		96	85		197	109	-	-	187	133	106	181	210	-	154	-	103	-	-	168

*New survey area, 2007.

a - does not include Barrier Dam Refuge area

Table 1. Results from the helicopter deer surveys in Polk county, 1996 to present.

Urban Areas	Area	Deer per Square Mile																			Change	
	(Square Miles)	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	(2013 to 2014)	
Water Works Park Area	3.91	26	41	53	52	35	23	27	26	34	33	9	15	16	13	12	9	5	9	12	33%	
D.M, South of Grand	1.37	0	0	41	33	28	36	36	26	46	41	13	39	48	36	40	20	20	21	13	-38%	
DSM airport west-63rd*	1.78												84	92	106	58	43	43	42	28	-33%	
Browns & Walnut Woods	4.20	10	31	35	25	30	20	22	37	54	40	33	72	51	55	36	45	43	57	39	-32%	
Easter Lake & DSM River East	6.74	4	6	9	20	22	16	24	20	22	35	12	62	35	31	38	29	21	26	17	-35%	
Yellow Banks & DSM River	1.75	14	30	35	44	38	70	46	56	44	45	17	63	53	44	35	19	11	29	25	-14%	
Four Mile Creek:																						
I80 -Des Moines River	5.29	1	8	10	19	15	7	16	16	19	20	22	33	31	34	31	16	21	22	17	-23%	
Pleasant Hill west*	0.93												48	71	63	92	68	57	46	75	76	1%
Pleasant Hill east	2.27												26	31	66	71	56	40	31	61	54	-11%
North of I-80	4.45	13	29	29	36	26	23	19	18	23	29	4	28	45	31	40	28	16	22	38	73%	
Margo Frankel Woods	0.78	19	18	45	5	29	15	8	0	36	19	10	19	19	22	32	23	27	18	15	-17%	
Rock Creek	2.91	9	25	13	18	17	27	8	13	15	9	18	23	32	20	16	14	16	12	11	-8%	
Des Moines River:																						
Saylorville Dam-Riverview Park	4.66	18	25	18	32	27	26	35	45	64	39	33	60	51	31	33	32	26	41	32	-22%	
North of I-80*	2.81													62	43	44	40	29	42	35	-17%	
South of I-80*	1.85													34	11	17	21	22	41	28	-32%	
Jordan Creek/South Woods	0.26	0								242	215	146	38	96	135	115	127	58	65	54	-17%	
Quail Park- W. DSM	0.90																		112	102	-9%	
Walnut Creek:																						
Raccoon River to I-80	0.79	0	1	9	6	29	18	18	32	53	24	38	63	24	51	51	34	28	16	14	-13%	
Clive Area; west of I-35*	0.30													77	50	33	17	27	20	13	-35%	
Living History Farms	0.41				49	49	24	102	39	83	63	73	61	105	56	41	59	44	54	71	31%	
West of I-80	1.38	43	166	207	189	196	163	106	147	243	128	164	246	125	107	135	123	92	112	80	-29%	
Beaver Creek (Johnston)	0.59													169	125	136	103	46	125	115	-8%	
Polk City Barrier Dam Refuge	3.11	13	30	38	43	40	29	36	43	74	43	29	64	48	53	86	46	38	32	26	-19%	
Total	53.44	9	20	24	27	25	22	22	25	36	29	20	45	41	37	37	29	23	31	27	-13%	
Rural Areas																						
Saylorville Reservoir																						
Camp Dodge	2.23	25	32	42	47	48	31	33	30	87	74	66	105	66	49	42	48	22	41	45	10%	
Dam to MLB (west side)	1.92	-	32	32	13	20	18	32	26	57	24	35	51	59	45	71	44	60	49	19	-61%	
Dam to MLB (east side) <i>a</i>	2.55	-	16	28	37	33	33	34	20	54	37	22	26	50	36	35	41	43	26	26	0%	
MLB to Hwy 17 (east side)	4.18	-	8	8	13	18	19	-	-	-	34	29	30	50	32	43	43	48	54	44	-19%	
Jester Park, MLB to Bridge to Hwy 17	4.82	18	33	33	20	20	27	26	22	39	17	23	28	46	34	39	42	49	27	28	4%	
Total (excluding Barrier Dam Refuge)	16	-	23	27	24	26	25	22	18	40	34	32	42	52	37	44	43	45	39	33	-15%	
Chichaqua & Skunk River																						

*New survey area, 2007.

a - does not include Barrier Dam Refuge area

2013 - 2014 Deer Harvest

POLK-DALLAS URBAN ZONE 48

A. **Polk County Conservation (PCC) Public Areas:** Brian Herrstrom 967-4889

	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
Jester Park				
Incentive Buck (3 allotted)	2	0	1	15
Sycamore Trail (includes Area C in Johnston)				
Incentive Buck (2 allotted)	1	1	2	10
Easter Lake				
Incentive Buck (2 allotted)	1	0	0	4
Brown's Woods				
Incentive Buck (5 allotted)	2	0	0	31
Thomas Mitchell Park				
Incentive Buck (1 allotted)	0	0	0	0
Mally's Weh-Weh-Neh-Kee Park				
Incentive Buck (1 allotted)	0	0	0	2
Four Mile Greenbelt				
Incentive Buck (1 allotted)	2	0	1	4
Yellow Banks Park				
Incentive Buck (1 allotted)	1	0	0	9
Gay Lea Wilson East Trail				
Incentive Buck (1 allotted)	0	0	1	4
Polk County Conservation (PCC)	Harvest Total	9	1	5
		79		

B. **City of Clive Public Areas:** Jeff Theilen 238-0648

	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
West of I-80	0	0	1	3
Greenbelt Park: East of NW 114th	0	0	0	3
Incentive Buck (None allotted at this time)				
Sub-total	0	0	1	6
City of Clive Private Property				
None at present date				0
Sub-total	0	0	0	0
City of Clive	Harvest Total	0	0	1
			6	

C. **City of Des Moines Public Areas: Michael Gaul 208-0310**

	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
Cases Lake: Hartford Ave	0	0	1	8
Crocker Woods: Prospect Rd. & Hickman Rd.	0	0	0	7
Ewing Park	0	0	0	5
Laurel Hill Woods	0	0	0	4
MacRae Park	1	0	0	5
Pioneer Park	0	0	0	1
Ashworth Park	0	0	1	8
Incentive Buck (9 allotted)				
Sub-total	1	0	2	38

City of Des Moines Private Property

	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
SW / Airport Area (South of Waterworks Park, West of Fleur to limits)	4	0	1	22
SE / Easter Lake and Ewing Parks Area (SE 14th east, South of DM River to Limits)	4	0	6	24
South of Grand Area (West of Terrace Hill to 63rd, South of University to Waterworks)	2	0	0	9
MacRae Park Area	0	0	0	0
Prospect / Beaverdale Park Area	1	0	0	8
East Area (East and Northeast area of city) Incentive Buck (15 allotted)	2	0	3	16
Sub-total	13	0	10	79
City of Des Moines	Harvest Total	14	0	12
		117		

D. **Des Moines Water Works: Scott Atzen 208-8702, Regina Olmstead 283-8769**

	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
2201 George Flagg Parkway, 50321 Incentive Buck (3 allotted)	0	0	0	0
Des Moines Water Works	Harvest Total	0	0	0

E. City of Johnston Public Areas: Jim Sanders 727-7760					
	Incentive Buck	Shed Antlered Buck	Button Buck	Doe	
Area A: Army Corps of Engineers (See USACE totals)					
Area C: Sycamore Trail (See PCC totals)					
Area E: City of Johnston - 156 Acres Incentive Buck (2 allotted)	0	0	0	4	
Sub-total	0	0	0	4	
City of Johnston Private Property					
Private Property Incentive Buck (3 allotted)	2	0	1	8	
Sub-total	2	0	1	8	
City of Johnston	Harvest Total	2	0	1	12

F. City of Pleasant Hill: Rick Courcier 208-8214					
	Incentive Buck	Shed Antlered Buck	Button Buck	Doe	
City Property	0	0	0	0	
Private Property Incentive Buck (1 allotted)	0	1	0	13	
Gay Lea Wilson East Trail (See PCC totals)					
City of Pleasant Hill	Harvest Total	0	1	0	13

G. City of Urbandale Public Areas: Jeff Casey 331-6800					
	Incentive Buck	Shed Antlered Buck	Button Buck	Doe	
City Parks Incentive Buck (13 allotted city wide)	1	0	0	4	
Sub-total	1	0	0	4	
City of Urbandale Private Property					
Living History Farms (LHF) (West of I-35)	1	1	2	8	
Other Private Property	4	1	7	27	
Sub-total	5	2	9	35	
City of Urbandale	Harvest Total	6	2	9	39

H. City of West Des Moines Public Areas: Sally Ortgies 222-3447				
	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
South Woods Incentive Buck (1 allotted)	0	0	0	9
Sub-total	0	0	0	9
City of West Des Moines Private Property				
Incentive Buck (2 allotted)	1	0	0	7
Sub-total	1	0	0	7
City of West Des Moines	Harvest Total	1	0	0
		16		

I. USACE: (Corps of Engineers): 276-4656 Scott Rolfes ext. 6508; Tyler Hill ext. 6512				
	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
Saylorville (No Buck Incentive Issued for this area)	0	0	4	15
Polk City Refuge (No Buck Incentive Issued for this area)	0	0	0	0
USACE	Harvest Total	0	0	4
		15		

J. Walnut Woods State Park: Tim Gedler 285-4502				
	Incentive Buck	Shed Antlered Buck	Button Buck	Doe
Walnut Woods State Park (No Buck Incentive Issued for this area)	0	0	4	9
Walnut Woods State Park	Harvest Total	0	0	4
		9		

**Total Doe Harvested
Zone 48 306**

Total Incentive Bucks Harvested Zone 48 32

**Total Shed Antlered Bucks Harvested Zone
48 4**

**Total Button Bucks Harvested
Zone 48 36**

Antler-less tags available zone 48:	1200	Sold:	688
Incentive Buck Tags available Zone 48	75	Sold:	66

K. IDNR ELECTRONIC LICENSING (ELSI)		Zone 48				
	Incentive Bucks	Licenses Does	Buck	Shed Antlered Buck	Button Buck	Doe
	34	2	0	3	42	307
ELSI		Harvest Total	0	3	42	307

ELSI harvest totals for zone 48 are displayed to show reporting discrepancies by hunters to both administrating agencies and IDNR.

POLK-DALLAS RURAL ZONE 61

L. Camp Dodge: Mary Jones 252-4648						
			Buck**	Shed Antlered Buck	Button Buck	Doe
Archery / Shotgun / Muzzle loader			28	0	7	34
**Buck (Normal seasons and any-sex tags allowed)						
Camp Dodge		Total Harvest	28	0	7	34

M. IDNR ELECTRONIC LICENSING (ELSI)		Zone 61				
			Buck	Shed Antlered Buck	Button Buck	Doe
			0	0	0	1
ELSI		Total Harvest	0	0	0	1

Total Antlerless Deer Harvested Zone 61 42

Total Bucks Harvested Zone 61 28

Antler-less tags available zone 61: 400 Sold: 17

Antler-less Deer Harvested (Bow) Total 346

* Count including Camp Dodge (shotgun/muzzle) and ELSI zone 61 381

Incentive Bucks Total 32

Bucks: Camp Dodge** and ELSI zone 61 Total 28

**Normal seasons (shotgun/bow) and any-sex tags allowed

Total Deer Harvested 441



AIA[®] Document B105[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of May in the year Two thousand fourteen.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Polk County Conservation
11407 NW Jester Park Drive
Granger, IA 50109
Phone Number: 515-223-5355
Fax Number: 515-323-5354

and the Architect: Designer:
(Name, legal status, address and other information)

RDG IA Inc 2014.04.46 10.1.1
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3141
Fax Number: 515-288-8631

for the following Project:
(Name, location and detailed description)

Easter Lake Community Center & Lodge

The Owner and Architect Designer agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 1 DESIGNER'S RESPONSIBILITIES

The Designer shall provide services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Designer shall assist the Owner in determining consulting services required for the Project. The Designer's services include consulting services described in Scope of Services dated March 25, 2014

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect-Designer shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect-Designer, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

§ 2.1 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Designer, its consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from information furnished by the Owner, its consultants or agents, or employees of any of them, or assumptions of the Designer regarding the existing conditions.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect-Designer are instruments of the Architect's Designer's service and are for the Owner's use solely with respect to this Project. The Architect-Designer shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. Any unauthorized use of the Designer's documents shall be at the Owner's sole risk and without liability to the Designer.

§ 3.1 In the event the Owner uses the Designer's documents contrary to the permitted uses set forth in Section 3.1 or without retaining the Designer, the Owner releases the Designer, its consultants and agents, and employees of any of

them, from any and all claims and causes of action arising out of or resulting from such unauthorized uses, including but not limited to those arising out of or resulting from any defects, errors, or omissions in the Designer's documents. The owner, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Designer, its consultants and agents, and employees of any of them, from and against any and all claims, causes of actions, damages, awards losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's unauthorized use of the Designer's documents under Article 3.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the ~~Architect-Designer~~ shall be compensated for services ~~performed~~-performed and Reimbursable Expenses then due. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the ~~Architect-Designer~~ to suspend or terminate services. Either the ~~Architect-Designer~~ or the Owner may terminate this Agreement after giving no less than seven (7) days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

§ 4.1 The Owner and Designer's rights set forth in this Article 4 are in additions to without prejudice to their other rights and remedies provided by law.

§ 4.2 The termination of this Agreement shall not relieve either the Owner or the Designer of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 2.1, Article 3, Article 5, and Article 7.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the ~~Architect-Designer~~.

The ~~Architect and Architect's-Designer and Designer's~~ consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 ~~PAYMENTS AND COMPENSATION TO THE ARCHITECT~~

The ~~Architect's~~ Compensation shall be:

The Owner shall pay the Architect an initial payment of ~~(\$)~~ as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ~~percent (%)~~.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ~~()~~ days after the invoice date shall bear interest from the date payment is due at the rate of ~~percent (%)~~, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall ~~provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within () months of the date of this Agreement through no fault of the Architect.~~

§ 5.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Designer pursuant to Article 6.

§ 5.2 This Agreement represents the entire and integrated agreement between the Owner and Designer and supersedes all prior negotiations, representations or agreements, either written or oral including, but not limited to, the terms of any purchase order, invoice, bid documents, or proposal attachment to the Agreement. This Agreement may be amended only by written instrument signed by both Owner and Designer.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE DESIGNER

The Designer's Compensation shall be:

Compensation shall be a stipulated lump sum of forty three thousand six hundred dollars and no cents (\$43,600.00).

The Owner shall reimburse the Designer for expenses incurred in the interest of the Project, plus ten percent (10.00%).

Payments are due and payable upon receipt of the Designer's monthly invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1.00%) per month.

At the request of the Owner, the Designer shall provide services not included in Article 1 for additional compensation. Such services may include, but are not limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within six (6) months of the date of this Agreement through no fault of the Designer. Compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. The Standard Hourly Rate Schedule shall be adjusted in accordance with the Designer's normal review practices.

All fees and expenses are net US dollars exclusive of transfer costs and tariffs.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Designer's services, the Designer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

7.1.2 The Owner and Designer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, if the parties mutually agree, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be made in writing, mailed to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the institution of a legal or equitable action, but, in such event, mediation shall proceed in advance of the legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.1.4 The Designer or Owner, as appropriate, shall include a similar mediation provision in all its agreements with independent contractors and consultants retained for the Project and shall require all independent contractors and consultants to also include a similar mediation provision in all agreements with

subcontractors, subconsultants, suppliers or fabricators so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.2 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Designer, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by Designers currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Designer, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Designer, the Designer's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.

7.3 To the maximum extent permitted by law, the Owner agrees to limit the Designer's liability for claims brought by or through the Owner to the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) or the Designer's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

7.4 The Designer shall have the right to include photographic or artistic representations of the design of the Project among the Designer's promotional and professional materials. The Designer shall be given reasonable access to the completed Project to make such representations. However, the Designer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Designer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Designer in the Owner's promotional materials for the Project.

7.5 The Designer and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.

7.6 This Agreement is comprised of the following documents listed below:

7.6.1 AIA Document B105™-2007, Standard Form Agreement Between Owner and Designer as modified by RDG IA Inc.

7.6.2 Exhibit A Scope of Services attached hereto and incorporated herein by this reference.

7.6.3 Exhibit B Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Dennis Parker

Director

(Printed name and title)

ARCHITECT/DESIGNER

(Signature)

Patrick F. Dunn, PLA, ASLA, LEED AP

Senior Partner

(Printed name and title)

Init.

scope of services

ATTN: Dennis Parker; Conservation Director

CLIENT: Polk County Conservation

PROJECT: Polk County Conservation– Easter Lake Community Center/Lodge

PROJECT LOCATION: Polk County: Jester Park

DATE OF AGREEMENT: March 25th, 2014

PROJECT NUMBER: RDG #2012.04.46

PROJECT DESCRIPTION

Easter Lake Community Center/Lodge – Polk County intends to engage a Consultant for public engagement, programming, preliminary planning and developing information materials for a Community Center/Lodge and supporting facilities. This center will provide gathering space for large and small groups. The potential target for the facility will be 12,000 to 16,000 square feet.

RDG will confirm this space allocation by facilitating a meaningful public engagement process. Following the public engagement process, RDG will develop programming exercises, and develop preliminary plans and informational materials.

Also included in this scope are the following:

Vehicular Access – Develop a more–safe and enhanced sense of arrival to the Easter Lake Peninsula by addressing existing safety and circulation concerns.

Center/Lodge Parking – The facility parking and bus drop–off will include hard surface parking and overflow parking. A drop–off area for both cars and buses will be required, accommodating a minimum of two transportation vehicles. Service access will also be important and part of the preliminary planning process.

Optional: Market Review/Operations Analysis – Develop a market analysis, generation projections and revenue/expenditure comparisons. This work is not included in current scope of service and fee proposal.

SCOPE OF SERVICES

This proposal focuses on developing the public engagement, programming, preliminary plan and informational material for the Easter Lake Community Center/Lodge for the Polk County Conservation Board (PCCB).

RDG Planning & Design will provide public engagement, programming and master planning for the Easter Lake Center/Lodge utilizing the following disciplines; architecture, landscape architecture, sustainable design and facility operations. RDG is partnering with Ballard King & Associates in this proposal.

Phase I: Developing Background and Getting Input

Early understanding. As we get the project started, we make an effort to understand the initial goals PCCB's key leaders. In this case, the executive director, Board Chair, County Board of Supervisors (BOS), the South Side Chamber, local neighborhood associations and potentially 1–2 other key leaders are interviewed to gain greater insight and understanding.

Historic/current reports and materials. We also review pertinent documents/materials that might be informative to assist with upcoming facilitations. This might include materials about the current conditions at Polk County Conservation (brochures, mapping), budgets and/or CIP programs, and past strategic or master planning efforts including vision, mission, goals for the facility and any past work particularly focused on Easter Lake.

On-site assessment and mapping. Due to the focus on Easter Lake Community Center/Lodge, we will work with your staff to complete an on-site assessment of existing conditions. Particular attention will be paid to existing access, infrastructure, trails/paths, adjacencies, watershed and stormwater management (topography, soils, land cover), resulting lake quality, and opportunities for interpretation (history, nature, arts, etc.) and wildlife enhancements.

We then conduct a technical analysis of the site and its context and produce existing conditions mapping of the project site and diagrams of development opportunities and challenges as they have surfaced through the technical assessment.

Steering Committee recruitment and input. After we've gained some "early understanding," we work with you to recruit a steering/technical committee to oversee and collaborate on the whole of this project. We see this as a small group of stakeholders who can bring energy, resources, and ideas to the table.

Stakeholder/public input. We then conduct three input sessions: staff, stakeholders, and Board. (Note: We had a prior input session with the steering committee – see above).

Staff. We review with them the findings from the stakeholder/public input session.

Additional stakeholders. We reach out to community leaders additional community interests and park users. This might include business leaders, non-profit directors, public health officials, tourism or chamber leaders, educators, etc. While we hope to recruit a dynamic stakeholder input session, if recruiting becomes a problem, we can supplement a group conversation with additional interviews to make sure key voices are heard.

Polk County Conservation Board. We might also suggest outreach to additional members of the Board of Supervisors, but we assume PCCB is a must. Frequently, it's convenient to conduct such sessions at the beginning or end of a regularly scheduled board meeting, but when time can be devoted to this effort, that is typically ideal. This session will begin with highlights of staff and stakeholder input and then seek strategic thought from the PCCB members.

In all cases, participants in these discussions will be asked to also specifically address their sense of the needs at Easter Lake and their thoughts on the current relationship between the park and the community.

The notes of these input sessions will be summarized and distributed to the Steering Committee and the Planning Team (see below) for the longer-form planning session of Phase II.

Background/materials review.	\$ 1,000
Key interviews, steering recruitment support, initial steering committee session.	\$ 3,400
Staff, board, and stakeholder input sessions. (Price assumes sessions conducted over 1.5 consecutive days).	\$ 3,200
On-site assessment and mapping.	\$ 5,000
Total Phase One	\$ 12,600

Prices do not include travel (meals, lodging, mileage) and publication expenses.



Phase II: Programming and Planning

The Design Team will work in a collaborative manner with Polk County staff and others to develop a performance programming and planning exercise for the center/lodge. Also included in this exercise will be the following: entrance drive, exterior outdoor spaces, and parking.

First Meeting: Develop program for building & site plan.	\$ 2,500
Second Meeting: Present draft of program building and site. Confirm program.	\$ 4,000
Third Meeting: Present draft of building floor plan and site concepts. Visual listening exercise.	\$ 5,500
Fourth Meeting: Present final draft of building floor plan and site plan.	\$ 4,500
Present to steering committee.	\$ 500
Total Phase Two	\$ 17,000

Prices do not include travel (meals, lodging, mileage) and publication expenses. Case study, revenue generation projections and expenditure comparison proposal attached.

Phase III: Easter Lake Center/Lodge Master Plan

The Design Team will work in a collaborative manner with Polk County staff to develop a preliminary master plan that will address site inventory and analysis, public recommendations, performance and programming requirements, and best case studies. This diagrammatic plan will be shared with staff, governing boards and the public, during the preliminary master plan public engagement period.

- Site Investigation further study will be pursued (if required) including environmental and cultural review.
- The Design Team will work in a collaborative manner to develop a master plan that will build upon previous efforts and will conclude with illustrative plans, sections and perspective drawings to be used for final public engagement and required approval of the governing boards. The Design Team will also develop a comprehensive opinion of probable costs.
- The Design Team will work in a collaborative manner with Polk County staff to prepare, present and receive any requirements associated to the final adoption of the Master Plan.

Finalize building floor plan and site plan.	\$ 5,000
Develop illustrative building and site rendering for final public presentation.	\$ 4,000
Develop marketing material.	\$ 4,000
Coordination meetings.	\$ 500
Final presentation to steering committee.	\$500
Total Phase Three	\$ 14,000

Prices do not include travel (meals, lodging, mileage) and publication expenses.



CLIENT RESPONSIBILITIES

It will be Polk County's responsibility to provide the following:

- Polk County shall make available any drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- Unless specifically included in the Scope of Services, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

- The RDG Team will begin services upon receipt of this Agreement which will serve as a notice to proceed.
- The RDG Team will meet with Polk County Staff to develop a mutually agreed-upon schedule for the Scope of Services.

REIMBURSABLE EXPENSES

- Shall be in addition to design fees.
- 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. The RDG Team can provide these services but they are not part of this proposal at this time.

- 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.
- Prepare additional options or multiple rounds of revisions to the master plan concept.
- Provide survey services.

END SCOPE OF SERVICES



Effective January 1, 2014*

standard hourly rate schedule

TITLE	RATE/HOUR
Principal	\$207.00
Architect	\$152.00
Architect	\$140.00
Architect	\$134.00
Architect	\$109.00
Architectural Intern	\$129.00
Architectural Intern	\$140.00
Architectural Intern	\$93.00
Architectural Intern	\$77.00
Architectural Intern	\$62.00
Architectural Technician	\$109.00
Architectural Technician	\$93.00
Landscape Architect	\$152.00
Landscape Architect	\$145.00
Landscape Architect	\$129.00
Landscape Architect	\$134.00
Landscape Architect	\$93.00
Landscape Architect	\$77.00
Landscape Architectural Intern	\$134.00
Landscape Architectural Intern	\$77.00
Landscape Architectural Intern	\$42.00
Sustainability Strategist	\$187.00
Professional Engineer	\$165.00
Professional Engineer	\$134.00
Engineering Technician.....	\$93.00
Engineering Technician.....	\$77.00
Interior Designer	\$134.00
Interior Designer	\$93.00
Interior Design Intern	\$77.00
Lighting Designer.....	\$152.00
Artist.....	\$152.00
Artist.....	\$93.00
Artist.....	\$68.00
Artist.....	\$54.00
Project Manager	\$152.00
Project Administrator	\$145.00
LEED Administrator	\$120.00
Project Coordinator	\$75.00
Multi Media Designer	\$93.00
Multi Media Designer	\$77.00
Marketing Coordinator	\$93.00
Office Administrator	\$68.00
Office Assistant.....	\$41.00

*Current hourly rates may be adjusted annually on January 1 of each year.

Prepared by and when recorded, return to: Stuart Ruddy, Knapp Properties, 5000 Westown Parkway, Suite 400, West Des Moines, Iowa 50266 – Phone 515/223-4000.

LAND EXCHANGE AND DEVELOPMENT AGREEMENT

THIS LAND EXCHANGE AND DEVELOPMENT AGREEMENT (“Agreement”) is made and executed as of the _____ day of _____ 2014, by and among **POLK COUNTY BOARD OF SUPERVISORS**, (“Polk County”) **POLK COUNTY CONSERVATION BOARD**, as manager for Polk County (“PCCB”), the **CITY OF WEST DES MOINES, IOWA**, a municipal corporation organized under the laws of the state of Iowa (“WDM”) and **WEST LAKES PROPERTIES, L.C.**, an Iowa limited liability company (“WLP”) concerning the exchange of land owned by each party, the development of a bike trail and related amenities.

WITNESSETH:

WHEREAS, WLP is the owner of a certain property located in the City of West Des Moines, Polk County, Iowa legally described on Exhibit A attached hereto and incorporated herein by reference (“WLP Property”);

WHEREAS, Polk County, Iowa is the owner of certain property located in Polk County, Iowa legally described on Exhibit B attached hereto and incorporated herein by reference (“PCCB Property”);

WHEREAS, WDM desires that the development of the WLP Property take place in a way that is consistent with the future construction of Maffitt Lake Road;

WHEREAS, PCCB and WDM are authorized to enter into this Agreement by Iowa Code §350.4(2) (authorizing a county conservation board to acquire real estate in the name of the county by exchange) §331.361 (authorizing a county conservation board to dispose real estate in the name of the county with the permission of the county board of supervisors) and §350.7 (authorizing cooperative efforts between county conservation boards and cities);

WHEREAS, the WLP Property and the PCCB Property adjoin the Southwesterly boundary of the right-of-way of Iowa Highway 5 and the Southeasterly side of the roadway locally known

as the Southwest Connector, as shown on Exhibit C attached hereto and incorporated herein by reference (“Project Location”);

WHEREAS, the WLP Property is bisected by the PCCB Property, which has a hard-surfaced path for public bicycle and pedestrian use (“Trail”);

WHEREAS, WLP desires an exchange of real estate in which the Trail which bisects the WLP Property will be relocated to adjoin the rights-of-way of Iowa Highway 5 and the Southwest Connector in order to enable the more efficient development of the WLP Property;

WHEREAS, WLP also desires a driveway entrance/exit across the relocated Trail for ingress and egress from the Southwest Connector to the WLP Property;

WHEREAS, PCCB is willing to cooperate in the relocation of the Trail, provided that at all times it has fee title ownership of a continuous trail corridor;

WHEREAS, as consideration for their cooperation, PCCB desires a parking lot for access to the Trail on the WLP Property, which WLP is willing to construct on property owned by WDM adjacent to the Project Location;

WHEREAS, the parties desire to pay for the relocation of the Trail and the construction of the necessary improvements in the time and manner provided for herein.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants contained herein, the parties hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are hereby incorporated into the body of this Agreement as if fully set forth herein.

Section 2. Great Western Trail. Currently, the Trail is adjacent to and bisects WLP’s Property as located and shown on Exhibit C.

Section 3. Land Exchange. WLP may elect at any time within seven (7) years from the date of this Agreement, at WLP’s sole discretion, to relocate the Trail by giving ninety (90) days prior written notice to PCCB (“Notice”). Upon receipt of such Notice the PCCB shall set a time and location for the exchange of the portion of the WLP Property and the PCCB Property as described below, consistent with the terms of this Agreement (“Closing”). At Closing, PCCB shall convey to WLP the portion of the PCCB Property shown as Parcel “A” on the attached Exhibit C located in Polk County, Iowa (the “PCCB Land”) and all and singular estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the PCCB Land (collectively, the “PCCB Exchange Property”) and WLP shall convey to PCCB the portion of the WLP Property shown as Parcel “B” on the attached Exhibit C located in Polk County, Iowa (the “WLP Land”) and all and singular estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the WLP Land (collectively, the “WLP Exchange Property”). The exact legal descriptions and locations of the PCCB Land and the WLP Land will be determined by plat of survey to be furnished by an engineer licensed in the State of Iowa. WLP and PCCB acknowledge and agree that the fair market value of each parcel is substantially the same and that no compensation will be made by either party to the other for the land exchange.

The PCCB Exchange Property and WLP Exchange Property will be transferred as provide in Section 8 below.

WDM and PCCB acknowledge and agree that PCCB owns that portion of the Trail located within the City’s right-of-way where it will cross future Maffitt Lake Road. PCCB agrees that WDM will maintain unimpeded access rights across the street right-of-way at this location, provided that WDM will cooperate with PCCB and WLP in assuring an appropriate trail crossing.

WDM and PCCB agree that a more appropriate trail route relocation may be feasible northwest of the intersection of the existing trail and the Maffitt Lake Road extension as part of the future extension of the Southwest Connector. Both parties agree to mutually identify a route that is beneficial to both the Trail users and the right-of-way users which complements the extension of the Southwest Connector. WLP will be responsible for relocation of the Trail from within the existing WDM right-of-way to a new location parallel to the Southwest Connector alignment south of the Maffitt Lake Road extension at the time of construction of the Southwest Connector extension. Should WLP elect to relocate the Trail, deeds shall be executed and held in escrow pending completion of construction pursuant to Section 4 of this Agreement. In addition, the parties understand and agree that should WLP enter into negotiations with an end user who requests that the Trail move from the current location to another location not contemplated by this Agreement, then the parties will make reasonable efforts to negotiate a mutually agreeable alternate trail route on the WLP Property. The decision whether to relocate the Trail pursuant to the terms and conditions stated in this Agreement or to enter into a negotiation to relocate the trail to another location not contemplated by this Agreement shall be at WLP’s sole discretion.

The parties hereby acknowledge and agree that all costs created by, through or under this Agreement shall be borne by WLP, except for any costs that may be incurred by PCCB to clear title to the PCCB Property as provided in Section 9 below.

Section 4. Construction of Improvements. Within ninety (90) days of delivery of the Notice from WLP to PCCB, WLP shall begin the process of the construction of a relocated Trail and the installation of all associated plantings on the WLP Property as shown on Exhibit D in accordance with the specifications as shown on the attached Exhibit E (“Relocated Trail Improvements”). WLP shall complete construction of the Relocated Trail Improvements to PCCB’s specifications prior to conveyance from PCCB to WLP of the PCCB Land. The right-of-way width for the Relocated Trail Improvements shall be One Hundred (100) feet. PCCB and WDM shall grant, at no cost to WLP, temporary construction easements as necessary for the construction of the Relocated Trail Improvements on the PCCB Land described herein.

Nothing in this Agreement shall be construed or interpreted to relieve WLP, its successors or assigns, from complying with the usual and ordinary development requirements of WDM.

Section 5. Crossings.

A. Maffitt Lake Road Crossing. WLP, WDM and PCCB acknowledge that at the time this Agreement is executed, it is unclear when the development of the Project Location will occur, but that at such time as development of the Project Location owned by WLP occurs, the future extension of Maffitt Lake Road in West Des Moines will be constructed. If authorized and

approved by WDM, traffic signals will be installed at the intersection of Maffitt Lake Road and the Southwest Connector. Following extension of Maffitt Lake Road, and until traffic signals are installed, the intersection of the relocated Trail and Maffitt Lake Road will be controlled by two-way stop control on Maffitt Lake Road which shall require that both trail users and vehicles travelling on Maffitt Lake Road shall stop on said intersection. When the extension of Maffitt Lake Road is configured, WLP and PCCB agree to work in good faith with WDM to accommodate a crossing of the Trail with Maffitt Lake Road in the location identified as Crossing #1 on Exhibit C attached hereto and incorporated herein by reference.

B. Driveway Crossing. In the event the Trail is relocated, WLP shall have the right to a vehicular crossing at one driveway location, which shall be in addition to the Maffitt Lake Road crossing identified above. The driveway crossing shall be located at a location to be approved by the WDM, Polk County, PCCB and WLP for ingress and egress from the WLP Property directly onto the Southwest Connector, the current planned location of such driveway crossing is identified as Crossing #2 on Exhibit C attached hereto and incorporated herein by reference. WLP agrees that such driveway crossing shall be limited to no more than Sixty Feet (60') in width and shall include appropriate safety measures, including the installation of trail crossing signs in conformance with the Manual of Uniform Traffic Control Device (MUTCD), and a speed table with associated traffic markings, of which all shall be subject to the approval of WDM.

Section 6. Trailhead. If the Trail is relocated as provided in this Agreement, WDM will provide an easement to PCCB for use of approximately Fifty-Nine Hundreths (.59) of an acre of right-of-way for the purpose of creating a trailhead as shown on Exhibit F ("Trailhead Parcel"). When: (i) the development of WLP land occurs, and (ii) WDM has provided said easement for the Trailhead Parcel to PCCB, WLP will construct a parking lot on the Trailhead Parcel pursuant to the specifications listed in Exhibit E. Any further improvements associated with the Trailhead Parcel shall be the responsibility of PCCB, including but not limited to: (a) connecting to existing sewer and water service, (b) construction of a sidewalk to serve the Trailhead Parcel, (c) construction of a restroom, if required by PCCB and WDM and (d) all other site finishing work, including landscaping. PCCB and WDM shall grant, at no cost to WLP, temporary construction easements as necessary for the construction of the improvements on the Trailhead Parcel as described herein.

Section 7. Maintenance of the Trail. Exhibits E and F, attached hereto and incorporated herein by reference, show the proposed planting plan within the Trail right-of-way. PCCB and WLP agree that because this will be the front entrance to WLP's commercial development, the only plantings to be made along the SW Connector will be clusters of shrubs as mutually agreed by PCCB and WLP, and which will be located to maximize safety and commercial visibility. PCCB shall maintain the Trail and associated plantings, including the area along the Southwest Connector. In the area along the Southwest Connector, PCCB shall keep all shrubs, trees, and plantings of any kind cultivated, pruned, and free of trash and other unsightly materials. Grasses in this area shall be maintained as a manicured lawn no greater than 6" in height, mowed and weeded on a regular basis. Notwithstanding the foregoing, all plantings shall be done in a manner to maintain adequate sight distance and maximize safety.

If PCCB does not maintain the Trail and associated plantings, WLP shall have the right to do so following fifteen (15) days written notice to PCCB. Should PCCB choose, WLP will

maintain the frontage along the Southwest Connector. WLP reserves the right to assign this maintenance responsibility to a future Owners' Association or to successor owners upon development of the WLP Land. WDM and PCCB agree that PCCB has the right to maintain the Trail within the City's right-of-way at PCCB's cost.

Section 8. Title and Deed. At Closing, WLP shall sell and convey to PCCB good and marketable title to the WLP Exchange Property by warranty deed in the form proper for recording, and PCCB shall sell and convey to WLP good and marketable title to the PCCB Exchange Property by Quitclaim deed in the form proper for recording. Prior to Closing, PCCB shall provide all materials in its possession related to this property that will enable WLP to confirm that the PCCB Exchange Property to be conveyed to WLP is not subject to rail banking, a practice by which the PCCB Exchange Property would revert back to the previous railroad owner if the railroad owner had need of railroad service in this area. Both conveyances shall be subject to the following:

- (a) All reasonable easements and restrictive covenants approved by WLP and PCCB as a part of their title examinations (the "Permitted Exceptions");
- (b) Unrecorded easements and all other matters that would be disclosed by an accurate survey and inspection of the property to be conveyed;
- (c) The lien of taxes and assessments not now delinquent and the lien of taxes and assessments for all subsequent years; and
- (d) Zoning regulations, ordinances, laws and all rights of any governmental body that may have jurisdiction.

Section 9. Abstract and Title. WLP shall promptly provide an abstract of title to PCCB continued to and which shall include the date of acceptance of this offer for the WLP Property. WLP shall also be responsible for creating an abstract for the PCCB Property, at WLP's sole cost and expense. PCCB agrees to cooperate in the preparation of said abstract for the PCCB Property. Such abstracts shall be delivered to an attorney selected by each party for a title opinion. PCCB and WLP agree to make every effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to a parties' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days' written notice to the other party. Neither party shall be entitled to rescind this Agreement unless it has made a reasonable effort to produce marketable title. The abstract shall become the property of the acquiring party at Closing. The applicable party shall pay the cost of any additional abstracting and/or title work due to that party's act or omission.

Section 10. Taxes and Assessments. General real property taxes and installments of special and other assessments (collectively, "Taxes") imposed on the WLP Exchange Property for the period prior to Closing shall be remitted to the collecting authorities by WLP prior to their due date. WLP shall also be responsible for the Taxes on the PCCB Exchange Property for the period after Closing. The parties acknowledged that PCCB is a governmental entity exempt from

property taxation. The obligations under this Section shall survive the Closing and the delivery of the deeds. Additionally, since the WLP Exchange Property is currently assessed as a part of a larger parcel for tax purposes, taxes shall be prorated based upon the ratio that the assessed value of the WLP Exchange Property bears to the assessed value of the larger parcel (land only, excluding improvements).

Section 11. Condemnation. If, prior to Closing, a material part of the PCCB Property or the WLP Property is condemned by a governmental or other lawful authority, this Agreement shall terminate and neither party shall have any further obligation to the other hereunder.

Section 12. Brokers. Each party represents and warrants to the other party that it has not dealt with any agent, broker or finder in connection with this transaction and agrees to indemnify and hold harmless the other party from and against any and all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by the other party as a result of a breach of this representation.

Section 13. Closing.

A. **Closing Date.** Provided all conditions of Closing set forth in this Agreement have been satisfied or waived by WLP and PCCB, and this Agreement has not been terminated by either party in accordance with provisions herein set forth, the transaction contemplated herein shall be closed upon substantial completion of the construction of the relocated Trail. If, however, such Closing date is not a business day, the Closing may be held on the immediately succeeding business day.

B. **Closing Procedure.** The transaction contemplated herein shall be closed at the office of WLP at 5000 Westown Parkway, Suite 400, West Des Moines, Iowa 50266. At Closing, WLP and PCCB shall each deliver the deeds described in Section 3 along with such other documentation as counsel for PCCB and WLP shall agree is necessary for Closing.

C. **Costs.** Each party shall pay the expense and cost of recording the deed delivered to it and all of its own costs in closing the transaction. No transfer taxes shall be due upon recording of the deeds pursuant to 428A.2 (6) and 428A.2 (21).

Section 14. Possession. Subject to the terms described in this Agreement, exclusive possession of the PCCB Exchange Property shall be delivered to WLP on the Closing and exclusive possession of the WLP Exchange Property shall be delivered to PCCB on the Closing.

Section 15. Access By WLP; Indemnity. WLP and its agents and designees shall have the right, at reasonable times and upon reasonable notice to PCCB, to go upon the PCCB Exchange Property for the purpose of inspecting the same, making such, surveys, inquiries and examinations as WLP shall deem necessary. WLP shall provide PCCB with five (5) days written notice, and shall indemnify and hold PCCB harmless from any and all claims for all liability which may be asserted against PCCB and/or its agents and all damage by reason of the foregoing entry and activities.

Section 16. Default and Remedies – Remedies Cumulative. If any party breaches any of its material obligations hereunder and fails to cure the breach after five (5) or more days notice of such default, then the non-defaulting parties shall have all legal and equitable rights and remedies available to them. Unless otherwise provided herein to the contrary, all rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of one or more such remedies shall not be deemed to be a waiver of any other rights, remedies or privileges as provided herein.

Section 17. Waivers and Modifications.

(A) No delay or omission by any of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other parties shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

(B) Any alteration, change or modification hereof, in order to become effective, shall be made by written instrument or endorsed thereon and, in each such instance, executed on behalf of each party hereto, as aforesaid.

Section 18. Attorneys' Fees. Intentionally omitted.

Section 19. Time. Time is of the essence of this Agreement.

Section 20. Instruments in Writing. No agreement, consent, approval, notice, amendment, modification, understanding or waiver of or with respect to this Agreement or any agreement, instrument or document entered into pursuant to or with respect to this Agreement, or any term, provision, covenant or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

Section 21. Terminology. The words “include”, “includes”, and “including” shall be deemed to be followed by the phrase “without limitation”. The words “herein”, “hereof”, “hereunder” and similar terms shall refer to this Agreement unless the context requires otherwise. Whenever the context so requires, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural and vice versa.

Section 22. Successors and Assigns. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

Section 23. Notices. All notices hereunder shall be delivered or mailed postage prepaid, or sent by confirming fax with the original to follow by mail, postage prepaid, addressed as follows:

If to WLP: West Lakes Properties, L.C.

c/o Knapp Properties, Inc.
5000 Westown Parkway, Suite 400
West Des Moines, Iowa 50266
Attn: Gerard D. Neugent

Fax Number: 515-222-5220

If to PCCB: Polk County Conservation Board
11407 NW Jester Park Drive
Granger, IA 50109-9675
Attn:

Fax Number: 515-

If to WDM: City of West Des Moines, Iowa
PO Box 65320
West Des Moines, IA 50265-0320
Attn: City Clerk

Fax Number: 515-273-0601

Any party may designate a different address or addresses for itself by notice similarly given. Any notice given by mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

Section 24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated herein and therein, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same.

Section 25. Headings. The headings in this Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

Section 26. Running of the Benefits and Burdens. The terms and conditions of this Easement are binding upon the Grantor and any future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

Section 27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

Section 28. Estoppel. Each party confirms and agrees that (a) it has read and understood all of the provisions of this Agreement; (b) it has negotiated with the other parties at arm's length

with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Signatures on Following Pages]

WLP:

WEST LAKES PROPERTIES, L.C.

an Iowa limited liability company

By: William C. Knapp, L.C.
an Iowa limited liability company
Member

By: _____
Gerard D. Neugent, Manager

By: Farm Bureau Life Insurance Company
an Iowa corporation
Member

By: _____
Roger P. J. Soener
Investment Vice President – Real Estate

STATE OF IOWA)
) ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this ____ day of _____, 2014, by Gerard D. Neugent, the Manager of William C. Knapp, L.C., as Member of West Lakes Properties, L.C.

(Stamp or Seal) _____ Notary Public

STATE OF IOWA)
) ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this ____ day of _____, 2014, by Roger P.J. Soener, the Investment Vice President - Real Estate of Farm Bureau Life Insurance Company, as Member of West Lakes Properties, L.C.

(Stamp or Seal) _____ Notary Public

PCCB:

POLK COUNTY CONSERVATION BOARD

a sub-unit of Polk County, Iowa

By: _____
Name: _____
Its: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this _____ day of _____, 2014, by _____, the _____ of the Polk County Conservation Board.

(Stamp or Seal)

Notary Public

POLK COUNTY BOARD OF SUPERVISORS

Approved Polk County Board of Supervisors

STATE OF IOWA)
) ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this _____ day of _____, 2014, by _____, the _____ of the Polk County Board of Supervisors.

(Stamp or Seal)

Notary Public

WDM:

CITY OF WEST DES MOINES, IOWA
an Iowa municipal corporation

By: _____
Steven K. Gaer, Mayor

ATTEST:

By: _____
Jody E. Smith, CMFA, MMC
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Jody E. Smith, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in Resolution No. _____ approved on the _____ day of _____, 2014, by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

EXHIBIT A

Legal Description of the WLP Property

Parcel 'A'

A parcel of land located in the Northwest Quarter of the Southeast Quarter and in the Northeast Quarter of the Southwest Quarter of Section 34, Township 78 North, Range 25 West of the 5th P.M., located in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 34, Township 78 North, Range 25 West of the 5th P.M., Polk County, Iowa; thence South 89°54'05" East, 1332.43 feet to the Calculated Center of said Section 34; thence South 0°10'30" East, 211.28 feet along the East line of the Northeast Quarter of the Southwest Quarter of said Section 34 to a point on the South right-of-way line of the intersection of the relocated alignments of SW 72nd Street and Iowa Highway 5, which is the Point of Beginning; thence North 67°59'04" East, 45.39 feet along said R.O.W. line; thence South 76°02'35" East, 954.68 feet along said R.O.W. line to a point on the North R.O.W. line of former Railroad property which is currently being used as a bicycle trail; thence Southwesterly 624.79 feet along said bike trail R.O.W. line, which is a 3919.80 foot radius curve, concave Southeasterly, with a chord of South 63°03'59" West, 616.74 feet; thence South 58°33'15" West, 1181.73 feet along said bike trail R.O.W. line to a point on the South line of the Northeast Quarter of the Southwest Quarter of said Section 34; thence North 89°53'20" West, 67.52 feet along the South line of the Northeast Quarter of the Southwest Quarter of said Section 34 to a point on the Southeast line of the relocated R.O.W. line of SW 72nd Street; thence North 0°16'16" West, 227.01 feet along said road R.O.W. line; thence North 32°34'39" East, 480.19 feet along said road R.O.W. line; thence North 32°33'42" East, 505.13 feet along said road R.O.W. line; thence North 67°59'04" East, 137.64 feet along said road R.O.W. line to the Point of Beginning. Said Parcel contains 16.780 acres.

and

Parcel 'B'

Lot 10 Brubaker Estate, an Official Plat and a Portion of the South 1/2 of Section 34, Township 78 North, Range 25 West of the 5th P.M., City of West Des Moines, Polk County, Iowa. The total Parcel described more particularly as follows:

Beginning at the South ¼ corner of said Section 34, said corner also being the Southeast corner of Lot 10, Brubaker Estate; thence N89°51'14" West, 1346.03 feet along the South line of said Section 34 to the Southwest Corner of Lot 10, Brubaker Estate; thence N00°03'59" East, 547.00 feet along the West line of Lot 10, Brubaker Estate to a point on the South line of the former railroad right-of-way; thence Northeasterly along a curve to the right having a radius of 3769.70 feet and a chord bearing of N51°20'16" East, an arc length of 952.16 feet along the North line of Lot 10, Brubaker Estate to a point of tangency; thence N58°34'25" East, 1287.74 feet along the North line of Lot 10 and the South right-of-way line of the former railroad to a point of curvature; thence Easterly

along a curve to the right having a radius of 3769.70 feet and a chord bearing of N61°37'45" East, an arc length of 402.06 feet to a point on the South right-of-way line of relocated Highway #5; thence Easterly along a curve to the right having a radius of 147.60 feet and a chord bearing of S82°03'16" East, an arc length of 121.99 feet along the South right-of-way line of relocated Highway #5 to a point; thence S58°24'32" East, 740.93 feet along the South right-of-way line of relocated Highway #5 to a point; thence Easterly along a curve to the left having a radius of 246.10 feet and a chord bearing of N83°07'00" East, an arc length of 330.79 feet along the South right-of-way line of relocated highway #5 to a point; thence S48°24'44" East, 676.11 feet along the South right-of-way line of relocated Highway #5 to a point; thence S60°04'14" East, 213.63 feet along the South right-of-way line of relocated Highway #5 to a point on the West right-of-way line of South 8th Street; thence Southerly along a curve to the left having a radius of 1077.10 feet and chord bearing of S03°44'20" West, an arc length of 690.63 feet along the West right-of-way line of South 8th Street to a point of reverse curvature; thence Southerly along a curve to the right having a radius of 957.00 feet and a chord bearing S07°19'00" East, an arc length of 244.46 feet along the West right-of-way line of South 8th Street to a point of tangency, thence S00°00'00" West, 125.40 feet along the West right-of-way line of South 8th Street to a point on the North right-of-way line of S.W. 80th Avenue, thence N89°53'00" East, 60.00 feet along said North right-of-way line to a point on the East line of said Section 34; thence S00°10'10" East, 33.00 feet along said East line to the Southeast corner of said Section 34; thence S89°52'56" West, 2639.06 feet along the South line of said Section 34 to the point of beginning and containing 130.1852 acres more or less.

EXHIBIT B

Legal Description of the PCCB Property

Parcel 1

150 FEET OF VACATED RAILROAD RIGHT OF WAY WEST OF A LINE COMMENCING AT THE E ¼ CORNER OF SE CORNER THEN SOUTH 33 WEST 179 SOUTHWESTERLY 1065.4 FEET SOUTHWESTERLY 117.9 FEET TO EAST LINE NORTH 52.3 FEET SOUTHWESTERLY 373.2 FEET SE 245.3 FEET OF THE NW ¼ SE ¼ OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M. LOCATED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

AND

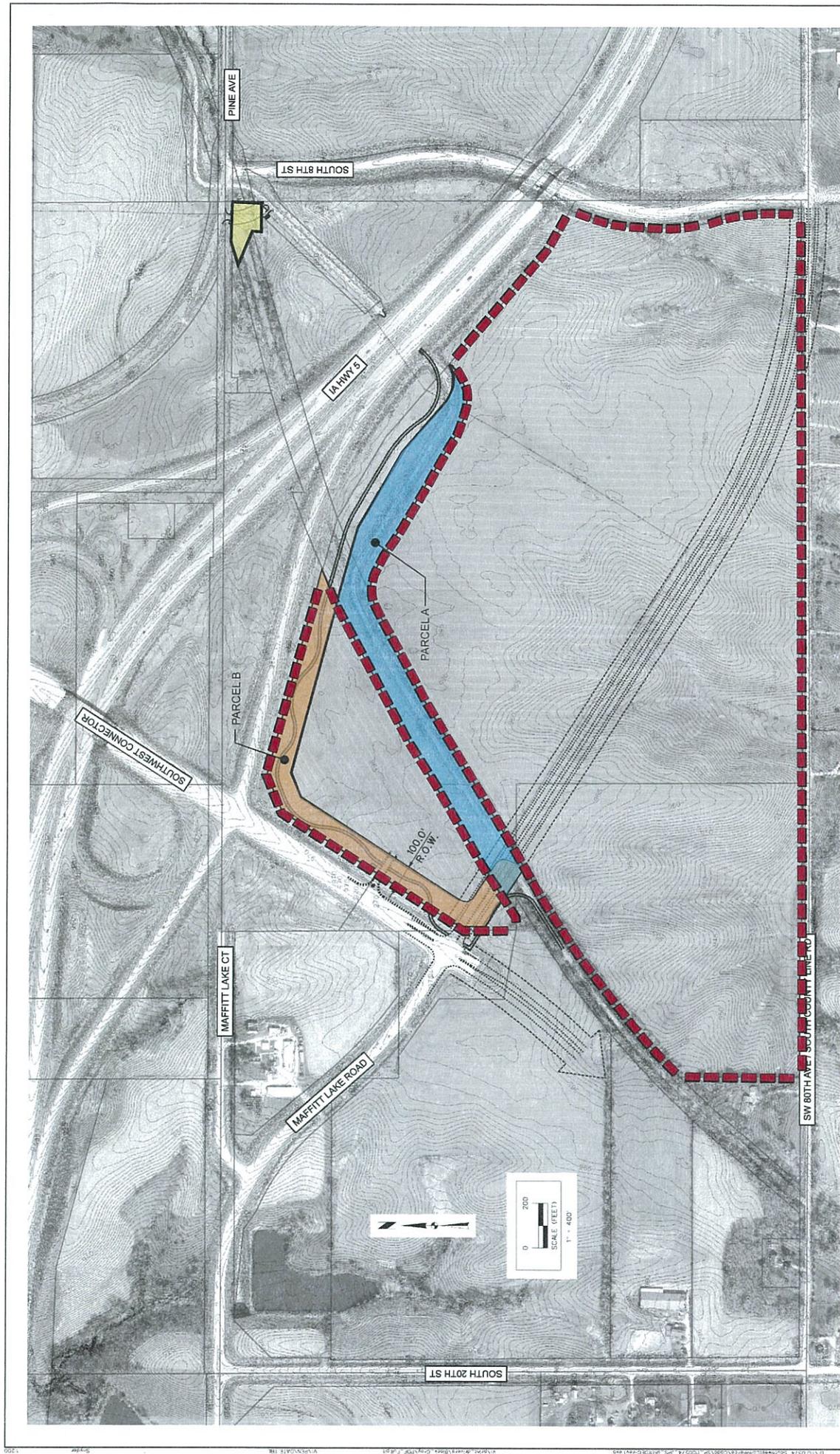
Parcel 2

100 FEET OF VACATED RAILROAD RIGHT OF WAY THRU THE SOUTH ½ OF THE SW ¼ & 150 FEET OF VACATED RAILROAD RIGHT OF WAY THROUGH THE EAST ½ OF THE NE ¼ SW ¼ SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M. LOCATED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

EXHIBIT C

Depiction of the Project Location

[To be provided]



TRAIL RELOCATION EXHIBIT
 SOUTHWEST COMMERCE PARK
 WEST LAKES PROPERTIES, LLC

April 3, 2014

- TRAILHEAD PARCEL (WEST DES MOINES ROW) - 0.59 ACRES
- PARCEL A - PROPERTY CONVEYANCE TO WEST LAKES PROPERTIES LLC - 8.68 ACRES
- PARCEL B - PROPERTY CONVEYANCE TO POLK COUNTY CONSERVATION - 5.0 ACRES
- PROPERTY OWNED BY WEST LAKES PROPERTIES

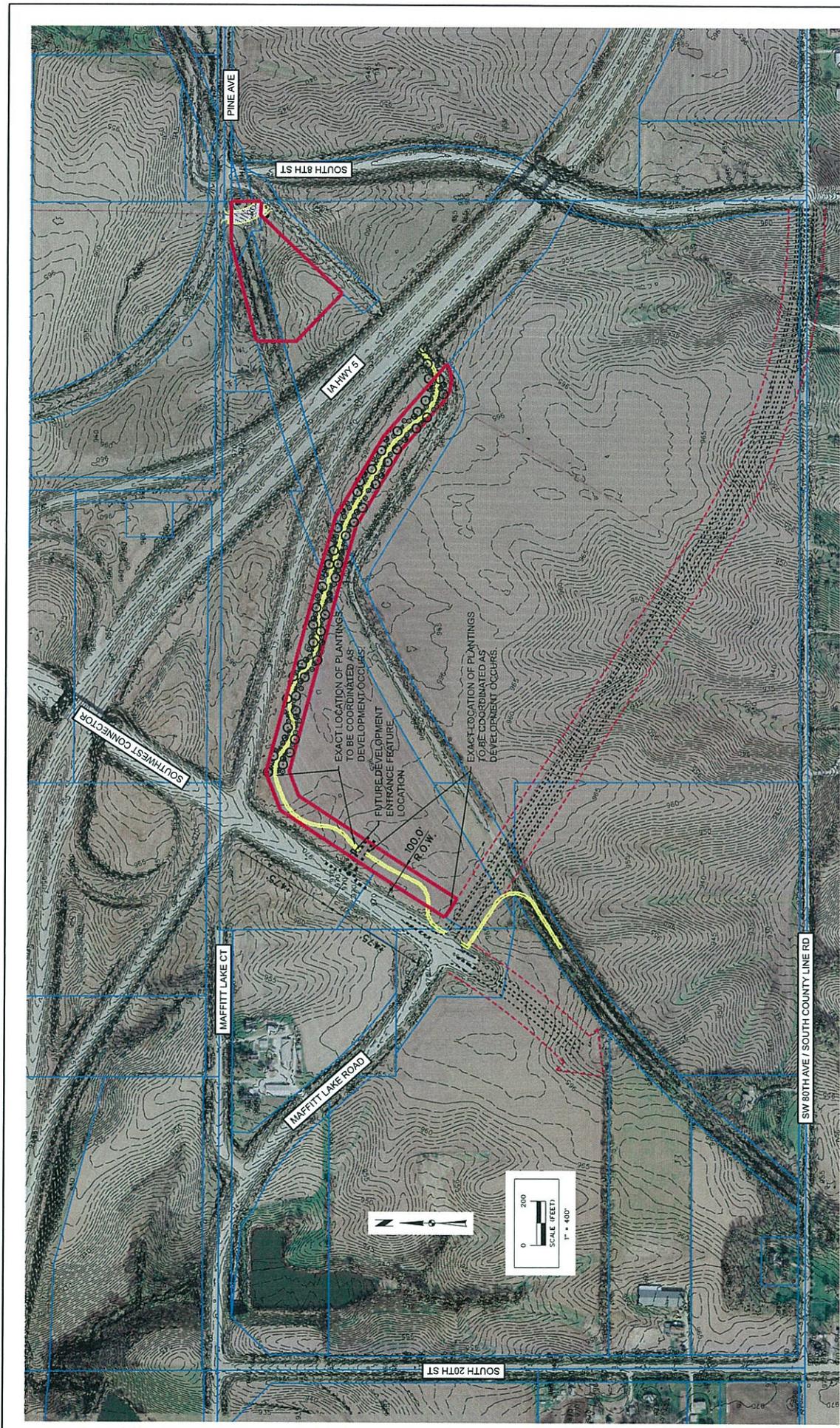


SNYDER & ASSOCIATES
 Engineers and Planners

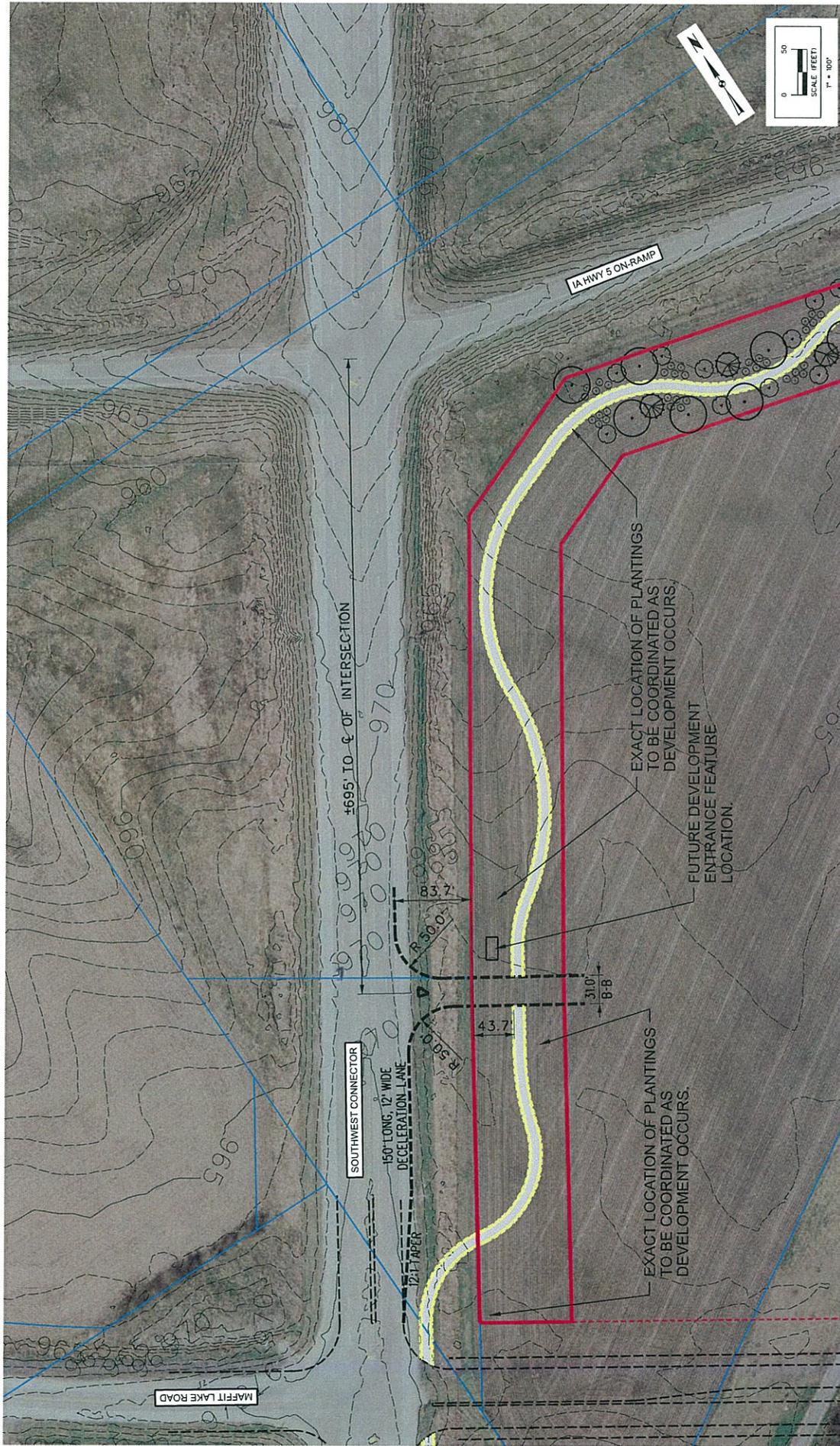
EXHIBIT D

Depiction of Trail Plantings

[To be provided]



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



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

EXHIBIT E

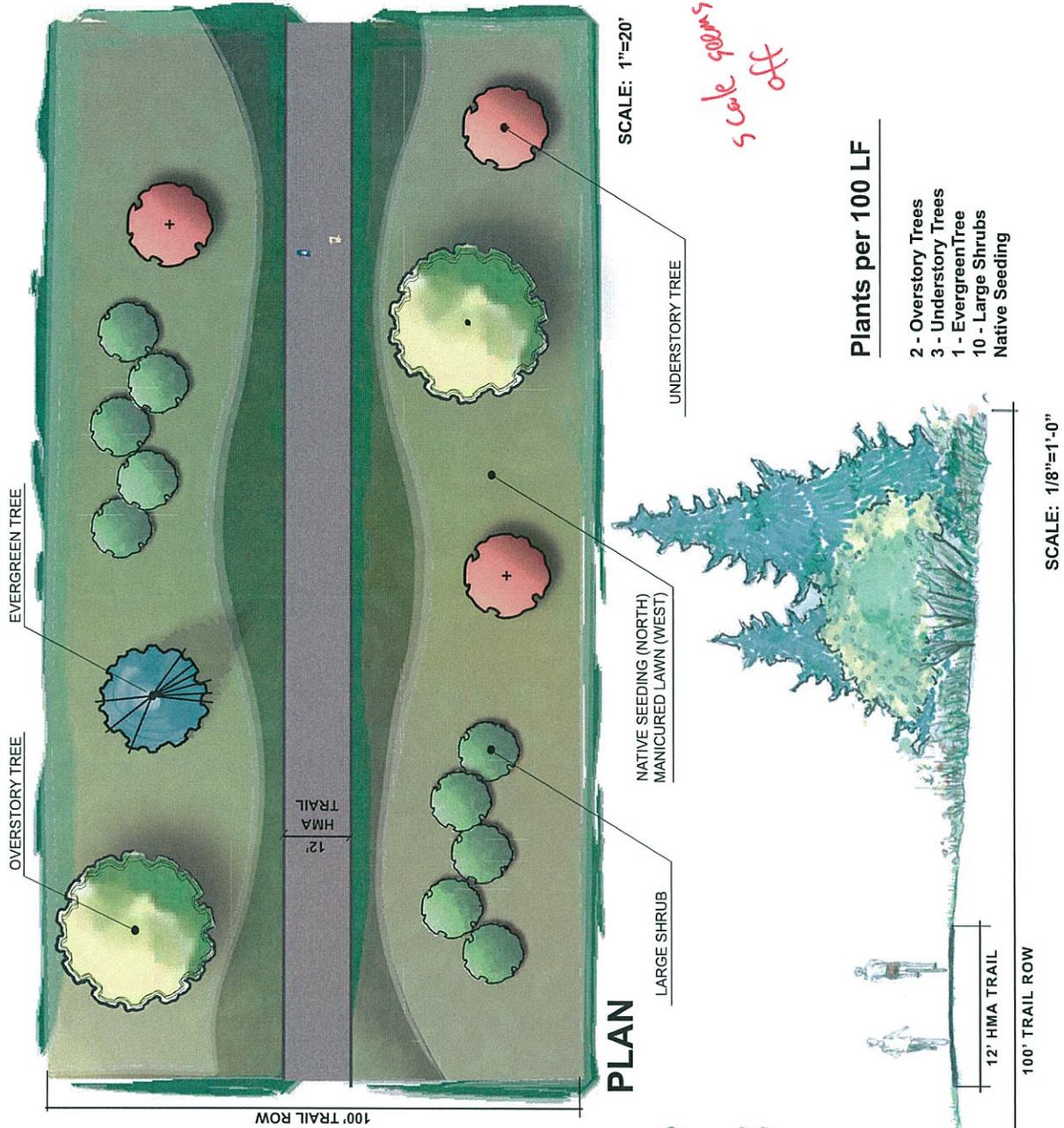
Description of Relocated Trail Improvements

[To be provided]

SW COMMERCE PARK

GREAT WESTERN TRAIL PROPOSED RELOCATION

JULY 14, 2008



Plants per 100 LF

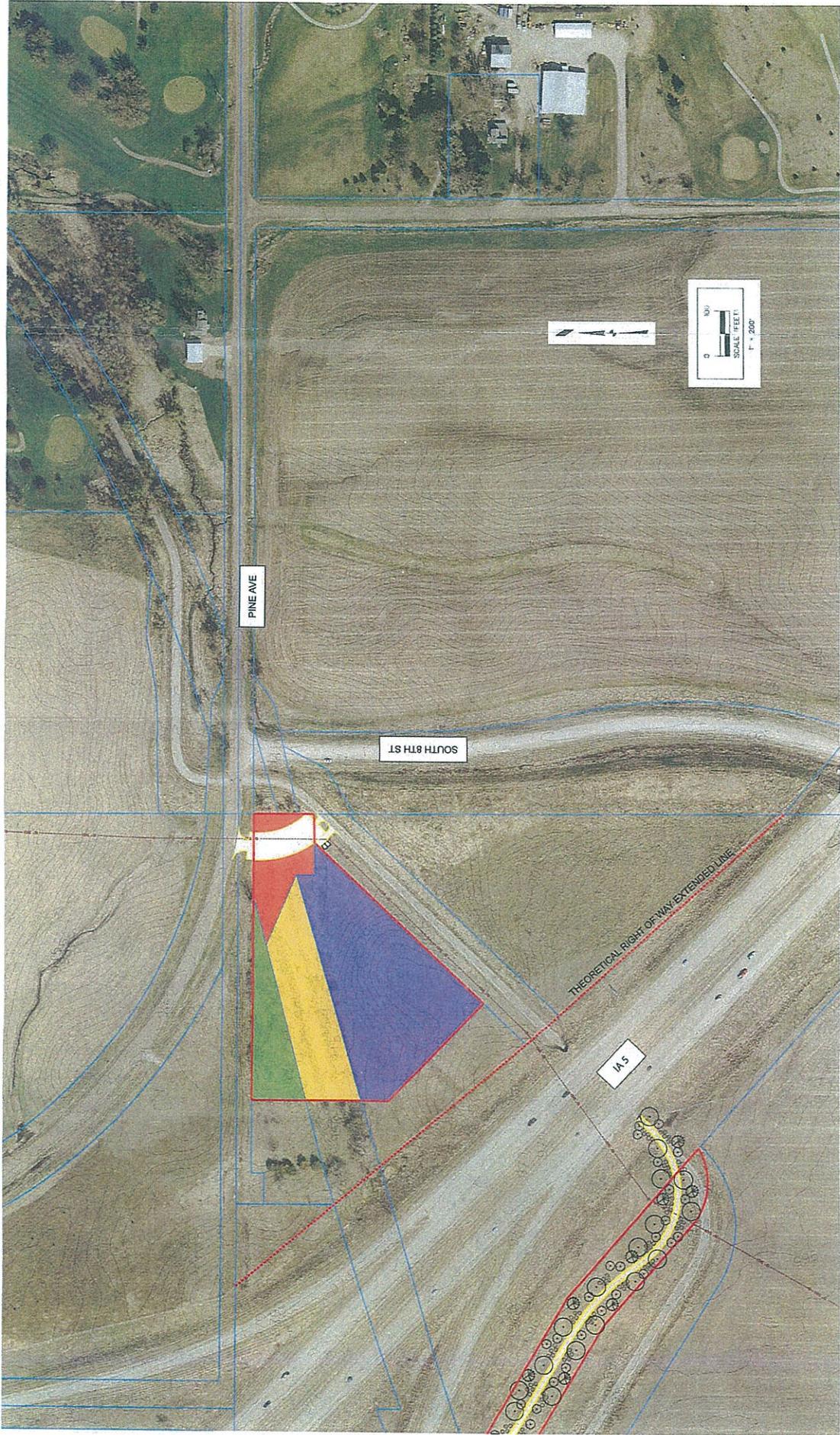
- 2 - Overstory Trees
- 3 - Understory Trees
- 1 - Evergreen Tree
- 10 - Large Shrubs
- Native Seeding

SECTION

EXHIBIT F

Depiction of the Trailhead Parcel

[To be provided]



TRAIL HEAD PARCEL OWNERSHIP SUMMARY

- 2.46 Ac. - WILLIAM C. KNAPP REVOCABLE TRUST
- 0.59 Ac. - RIGHT OF WAY
- 1.10 Ac. - POLK COUNTY CONSERVATION BOARD
- 0.81 Ac. - JOEL M. & ANGELA K. MILLER

TRAIL RELOCATION EXHIBIT
SOUTHWEST COMMERCE PARK
WEST LAKES PROPERTIES, LLC
 AUGUST 25, 2010



SNYDER & ASSOCIATES
 Engineers and Planners

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
ORDER OF MAGNITUDE PROJECTION
POLK COUNTY TRAIL HEAD AT SOUTHWEST CONNECTOR
APPROXIMATELY 33 PARKING STALLS AND RESTROOM BUILDING
WEST DES MOINES, IOWA
April 25, 2014**

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	EXTENSION
1	Strip, Stockpile, Respread of Topsoil, 6" Depth	250	CY	\$ 12.00	\$ 3,000.00
2	Earthwork, Site Grading Excavation	1,500	CY	\$ 10.00	\$ 15,000.00
3	Subgrade Preparation, 12 inches	1,300	SY	\$ 3.00	\$ 3,900.00
4	PCC Paving, 6" PCC	1,200	SY	\$ 35.00	\$ 42,000.00
5	Sidewalk, PCC, 4"	1,000	SF	\$ 4.00	\$ 4,000.00
6	Parking Lot Stall Line Stripping and Pavement Markings	1	LS	\$ 500.00	\$ 500.00
7	18" RCP Storm Sewer	95	LF	\$ 80.00	\$ 7,600.00
8	18" FES w/ Footing and Apron Guard	2	EA	\$ 1,500.00	\$ 3,000.00
9	Sanitary Sewer Service and Cleanout	2	EA	\$ 1,200.00	\$ 2,400.00
10	Connect to Existing Water Main	1	EA	\$ 800.00	\$ 800.00
11	Water Main, 2" PVC*	1,400	LF	\$ 25.00	\$ 35,000.00
12	Flow Transition Matting Erosion Protection	1	EA	\$ 500.00	\$ 500.00
13	Pre Fabricated Restroom Building	1	EA	\$ 45,000.00	\$ 45,000.00
14	Restroom Building Foundation	1	LS	\$ 4,000.00	\$ 4,000.00
15	Silt Fence Installation and Removal	150	LF	\$ 2.00	\$ 300.00
16	Traffic Control and Signage	1	LS	\$ 500.00	\$ 500.00
17	Seeding and Fertilizing	0.5	AC	\$ 1,200.00	\$ 600.00
18	Hydromulching	0.5	AC	\$ 1,300.00	\$ 650.00
TOTAL CONSTRUCTION COST					\$ 168,750.00
Construction Contingencies (15% +/-)					\$ 25,250.00
TOTAL PROJECTED PROJECT COST					\$ 194,000.00

* Assuming water service will be provided from main located at the church to the north of the trailhead and located in sewer easement

This opinion of probable cost was completed using a conceptual design layout. Snyder & Associates, Inc. is not responsible for any discrepancies between this assumed layout and quantities and the actual bids of the final plans and final quantities.

This opinion of probable cost includes only those items related to site development known by Snyder & Associates, Inc. pertaining to this project; and does not include engineering fees, legal items, architectural fees, bonds, permit fees, tapping fees, marketing, soils testing, administration, land costs, walls, fencing, gates, site lighting and franchise utilities.

CLASS CODE: 531904
PAY GRADE: 20
UNIT: **Management**
FLSA: Exempt

PARKS SUPERINTENDENT

Distinguishing Features of the Class:

Under general supervision manages and directs the day to day operations of the Park Advocacy Unit (PAU) including County parks, recreational facilities, trails, greenways, wildlife and recreational areas. Establishes overall operating standards for the Park Advocacy unit consistent with the PCCB's mission/strategic plans. Directly supervises the work of all fulltime/part time/ seasonal staff and volunteers.

Illustrative Examples of Duties:

1. Plans, schedules, coordinates, and monitors the work of staff and volunteers involved in law enforcement, maintenance, repair, and care of park grounds, facilities and equipment including recreation areas, buildings, trails, and greenways, fee collection, recreational and educational programming, visitor and other services to the public.
2. Supervises/evaluates the work of staff, effectively recommends personnel actions related to selection, performance review, scheduling and discipline: administers personnel and related policies/procedures.
3. Develops the overall operations plan for the County park system based upon the established strategic and operational goals. Monitors progress/makes adjustments as needed.
4. Ensures that Park Rangers are current with State of Iowa Mandatory In-Service Training requirements through the accreditation of the Iowa Law Enforcement Academy; assess availability on in-house, on-line and outside coursework/seminars, etc.; routinely attends local law enforcement meetings, working closely with other agencies in the sharing of pertinent information and updates.
5. Participates effectively as a member of the Conservation Board's management team including but not limited to strategic/operational planning, budget development/monitoring, problem identification/solving, and identifying, recommending, and implementing actions to increase operational efficiency/delivery of educational, recreational and skills training programming.
6. As needed, and as subject to appropriate training and certification, may be required to patrol park areas enforcing laws/regulations pertaining to the operation of county parks; issues summons, and may be required to arrest persons violating state, federal, or local laws/regulations; may counsel, advise, or detain individuals whose actions endanger persons/property; cooperates/coordinates with local law enforcement agency activities; keeps the Director and Deputy Director apprised of activities; provides for the safety of visitors, including the administering of first aid in

emergencies. Collects and records all law enforcement incidences that occur on Polk County Conservation lands.

7. As needed, participates/assist in the planning, coordinating, and scheduling the maintenance, repair, and care of park grounds, facilities, and equipment including recreation areas, buildings, trails, etc.
8. As needed, participates/assists with the Environmental Education Unit in conducting public programs, and assigns PAU staff to events. Initiates various park public relation programs, including recreational opportunities, talks on flora and fauna, matters of historical interest, etc. prepares various forms and reports; and performs related work as required.
9. Performs related duties as may be required.

Required Knowledge, Skills, and Abilities:

- Considerable knowledge of modern techniques and methods used in the management, care and maintenance of public parks
- Knowledge of the principles/practices of natural resource management.
- Knowledge of security/law enforcement practices pertaining to protection of persons/public property.
- Knowledge of the principles/practices of effective supervision.
- Knowledge of the principles/practices of budget preparation/administration.
- Knowledge of grant preparation and writing.
- Knowledge of the operations of county government.
- Knowledge of intergovernmental relations
- Knowledge of the standard practices/materials used in the building maintenance trades including carpentry, electrical work, painting, HVAC and plumbing.
- Knowledge of the proper safety procedures/occupational hazards associated with maintenance/repair of buildings and grounds.
- Knowledge of state, federal and local conservation laws and regulations
- Excellent public relations/communication skills
- Ability to plan, organize, supervise, and evaluate the work of employees
- Ability to use various tools, materials and equipment necessary for proper park maintenance and operation
- Ability to enforce park rules and regulations.
- Ability to inspect buildings, premises and other facilities to determine appropriate maintenance/repair requirements.
- Ability to exercise good judgment in evaluating situations and making decisions
- Ability to operate a personal computer and utilize various software applications including Microsoft applications
- Ability to assist/interact effectively with non-English speaking clients
- Ability to communicate effectively orally and in writing
- Ability to establish and maintain effective working relationships with co-workers, representatives of other agencies and the general public
- Ability to work a flexible schedule including evenings, weekends, and holidays

- Ability to work outside in varying weather conditions
- Ability to resolve disputes/conflicts with use of diplomacy, tact, and persuasion.
- Ability to obtain and maintain certification in First Aid and CPR.
- Ability to maintain accurate records and prepare reports.
- Ability to satisfy requirements of physical capacity testing.
- Ability to stand/walk for prolonged periods.
- Ability to obtain and maintain a valid Iowa Driver's License issued by the State of Iowa

Training and Experience:

- Graduation from an accredited four-year college or university with a degree in park management, outdoor recreation, criminal justice/law enforcement or a related field and
- Three years experience in the management of a large public park or
- Any equivalent combination of training and experience which will have provided the required knowledge, abilities and skills as listed above.

Special Requirement:

- The Parks Superintendent may be required to be certified by the Iowa Law Enforcement Academy.
- Ability to obtain a Pesticide Applicator license.
- A criminal background check is required.
- Pre-employment physical including drug testing and MMPI is required.

Adopted: 6/11/14

**AGREEMENT BY AND BETWEEN
THE IOWA DEPARTMENT OF NATURAL RESOURCES
AND
POLK COUNTY CONSERVATION BOARD**

THIS AGREEMENT, between the state of Iowa, acting through the Iowa Department of Natural Resources (DNR), and Polk County, acting through the Polk County Conservation Board (Polk CCB) is effective as of this ____ day of _____, 20__ (Dated Date).

WITNESS, that Easter Lake in Polk County, Iowa, is a 178 acre lake with a 6,380 acre watershed;

That the DNR's Lake Restoration Program has identified Easter Lake in Polk County as a priority for future lake restoration efforts and view efforts to dredge as a critical component to water quality improvement and necessary to assure long-term sustainability of lake restoration efforts;

That Easter Lake, located within Easter Lake Park, has been a great recreational resource for the residents of Des Moines, Iowa since 1967. However, over the last several years the water quality of the lake has diminished due to increased loads of nutrients and sediment as development has occurred around the lake. Currently, the lake suffers from poor water clarity, algal blooms, high sedimentation rates, low oxygen concentrations, and a poor fishery;

That in response to these water quality problems, area stakeholders worked together to develop the Easter Lake Water Quality Management Plan (the Plan). The planning effort was co-sponsored by the Iowa Department of Natural Resources, City of Des Moines, and Polk County Conservation Board. Other support agencies involved in review and development of the Plan included; the Iowa Department of Agriculture and Land Stewardship, Polk County Soil and Water Conservation District, and the Natural Resources Conservation Service. The Plan serves as the most current culmination of existing studies, citizen and stakeholder input, and the consultant's recommendations for structural and non-structural Best Management Practices intended to reduce delivery of pollutants to stormwater, reduce stormwater runoff, and renovate Easter Lake. The Easter Lake Water Quality Management Plan is on file at the Iowa Department of Natural Resources, Wallace State Office Building, 502 E 9th Street Des Moines, Iowa, 50319;

That the DNR Lake Restoration Program understands that the Polk CCB has identified a property that, if acquired from the Iowa Natural Heritage Foundation, would be used to serve as a storage area for sediment removed from Easter Lake during the lake restoration process, of which the DNR recognizes as critical components to sustainable improvement of water quality at Easter Lake, and would be retained forever, substantially undisturbed in its natural, scenic, and open space condition;

That the property is previously known as the JC White Property, and is more specifically described as 281.7 acres, , more or less, located in Polk County, Iowa, which is legally described as follows and depicted in Exhibit A:

That this Agreement shall enable Polk CCB to purchase the Land that will be used to store sediment removed from Easter Lake during the lake restoration process.

THEREFORE, in consideration of mutual promises and covenants herein contained, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide the process by which Polk CCB shall purchase the Land from the Iowa Natural Heritage Foundation and be reimbursed by the DNR for a portion of such purchase.

Section 2. Statutory Authority. The Department enters into this agreement pursuant to the statutory authority granted it in Iowa Code section 456A.24(7).

Section 3. Conditions. The parties agree to the following conditions:

Not later than May 30, 2014, Polk CCB shall acquire fee simple title to the Land. The Polk CCB shall submit the final deed with a revised and updated survey showing the total acres of the acquisition to the DNR upon receipt.

Section 4. Liability; Indemnity. Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Each party shall be liable only for its own acts and the parties shall have such rights of indemnity and contribution among themselves with respect to this Agreement and the undertakings hereunder as shall be permitted by law and consistent with the provisions of this Agreement. Each party agrees to save and indemnify and hold harmless, the other party, its officers and employees against all liabilities, judgments, costs and expenses which the parties may incur or which in any way results from the acts, omissions, carelessness or neglect of either party, as may be allowed by law and/or limited by Article VII, Section 1 of the Iowa Constitution and Iowa Code section 669.

Section 5. Contact Persons. The contact person at the DNR to whom all notices and invoices required under this Agreement shall be sent is: George Antoniou, Fisheries Bureau, Iowa Department of Natural Resources, Wallace State Office Building, 502 East Ninth Street, Des Moines, IA 50319; Phone Number: 515-281-8042. The contact person at Polk CCB who will serve as a liaison for this Agreement shall be: Dennis Parker, Director, Polk County Conservation Board, Address; 11407 NW Jester Park Drive, Granger, IA 50109, Phone Number: (515) 323-5300.

Section 6. Duration; Termination. The term of this Agreement shall be from the date of commencement until all services required under this Agreement are performed or November 15, 2014, whichever occurs first. The DNR may terminate this agreement, upon notice and without penalty, in the event Polk CCB violates any term of this Agreement, or if funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided. In the event the DNR terminates this Agreement because Polk CCB has violated a provision of this Agreement, the DNR shall have the right to terminate this Agreement without penalty, and Polk CCB shall reimburse any and all funds paid to date under this Agreement. This Agreement may also be terminated by mutual agreement of the parties hereto or, if the parties are unable to agree, by order of the district court in Polk County, Iowa.

Section 7. Payment. The DNR shall pay Polk CCB in an amount not to exceed 33% or \$100,000, whichever is less, for work pursuant to this Agreement. Polk CCB may seek reimbursement for the actual cost of the land acquisition, limited to the actual purchase price of the land from the Iowa Natural Heritage Foundation. Polk CCB shall submit invoices to the Department for work performed in accordance with the scope of work and milestones included in Section 3. The DNR shall pay approved

invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, Polk CCB shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of Polk CCB under this 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. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to the person identified in Section 5 above.

Section 8. Amendment; Assignment. This Agreement may not be changed except by an amendment made in writing and signed by the parties of this Agreement. This Agreement may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party.

Section 9. Polk CCB Not an Employee. The status of Polk CCB shall be that of a grant recipient. Polk CCB, and its employees and agents performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither Polk CCB nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes.

Section 10. Compliance with Laws. Polk CCB, and its employees and agents, shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement.

Section 11. Conflict of Interest. Polk CCB covenants that it presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Polk CCB further covenants that in the performance of this Agreement no person having any such interest shall be employed and that Polk CCB shall not provide services that would create a conflict of interest with Polk CCB's duties under this Agreement.

Section 12. Severability. If any provision of this Agreement 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 Agreement.

Section 13. Record Retention. Polk CCB shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the DNR throughout the term of this Agreement for a period of at least five (5) years following the termination of this Agreement, whichever is later, and the Polk CCB shall permit the DNR, its designee or oversight agency to access and examine, audit, excerpt and transcribe any directly pertinent books, records and documents relating to this Agreement, without charge. Records to be maintained include both financial records and service records.

Section 14. Confidentiality. Reserved.

Section 15. Insurance. Reserved.

Section 16. Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Polk CCB's employees' wages. The State is exempt from State and local sales and use taxes on services and goods provided pursuant to this Agreement. By executing this Agreement, Polk

CCB 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 subsections 423.1(42) & (43). Polk CCB also acknowledges that the DNR may declare the Contract void if the above certification is false. Polk CCB also understands that fraudulent certification may result in the DNR or its representative filing for damages for breach of contract.

Section 17. Equal Employment. Polk CCB 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. Polk CCB 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 Polk CCB’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. Polk CCB agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment. Polk CCB shall be familiar with the provisions of 541 Iowa Administrative Code chapter 4, and shall comply with them to the extent they apply.

Section 18. Federal Monies. Reserved.

Section 19. Governing Law. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

Section 20. Right to Review and Observe; Access to Records. The DNR shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. Polk CCB shall permit the DNR or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of Polk CCB relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of the DNR, Polk CCB shall deliver to the DNR or its agents said documentation or materials.

Section 21. Commission Approval. The Natural Resources Commission has approved this Agreement, as decided at its regular meeting on the 12th day of June 2014, and as shown in the minutes thereof.

Section 22. Approval; Authorization. By their signatures below, the representatives of the respective parties represent and warrant that they are legally able to bind themselves to the obligations enumerated herein. To the extent that a party is found not to be legally able to obligate itself to this Agreement, that party shall be solely liable for any damages that may result from the false representation or warranty.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf by their duly authorized officers all as of the Dated Date.

IOWA DEPARTMENT OF NATURAL RESOURCES

BY: _____
Bruce Trautman
Deputy Director

DATE: _____

POLK COUNTY CONSERVATION BOARD

BY: _____
Jim Cataldo
PCCB Chair

DATE: _____

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2 in OFFICIAL PLAT OF S 5/8 OF E 3/4 OF Section 18, Township 78 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Des Moines, Polk County, Iowa (except public highways).

All that part of the SW 1/4 of the SW 1/4 of Section 17, Township 78 North, Range 23 West of the 5th P.M., that lies North of the Des Moines River; AND Lot 14 of the OFFICIAL PLAT OF THE SE 1/4 OF THE SW 1/4 of Section 17, Township 78 North, Range 23 West of the 5th P.M., except 8.91 acres North and East of the Chicago Burlington & Quincy Railroad right of way, and subject to said right, of way, now included in and forming a part of the City of Des Moines, Iowa, Except that part conveyed to the City of Des Moines, Iowa by Quit Claim Deeds recorded in Book 4164, Pages 213 and 215.

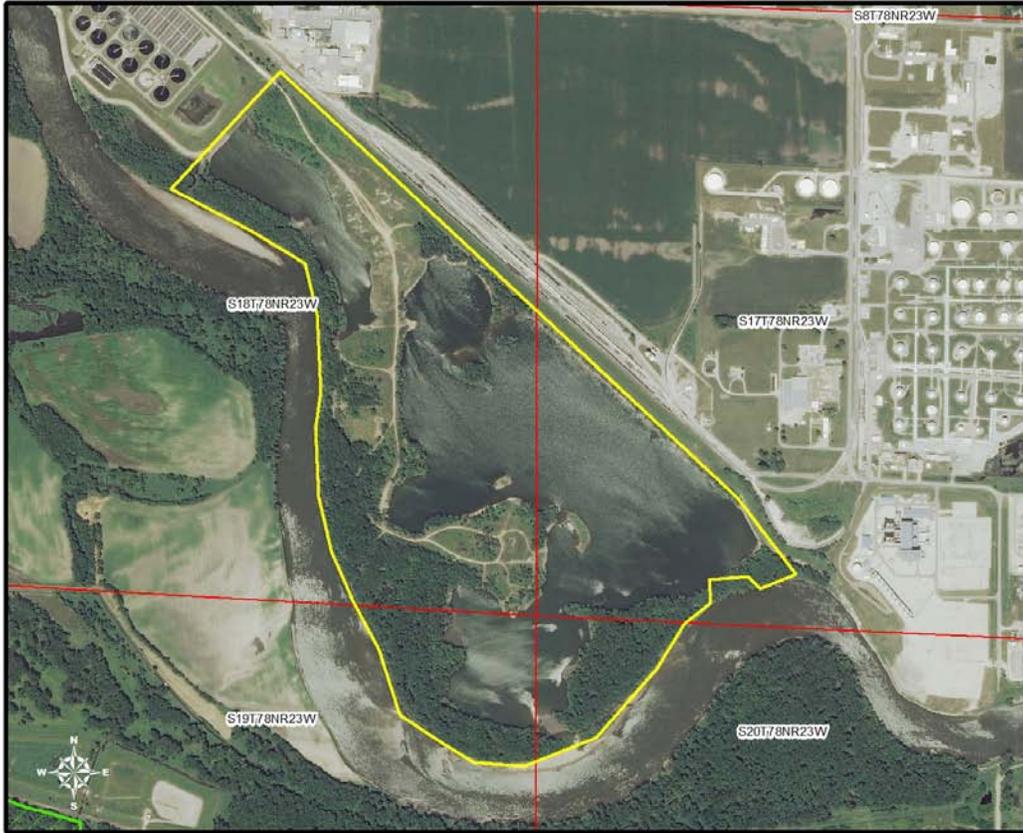
That part of the SW 1/4 of the NE 1/4 of the SW 1/4 of Section 17, Township 78 North, Range 23 West of the 5th P.M., lying South of the Chicago, Burlington & Quincy Railroad Right of way; also that part of Lots 1 and 2 of the Subdivision of the NW 1/4 of the SW 1/4 and the S 1/2 of the SW 1/4 of the NW 1/4 (otherwise described as the E 2/3 of the NW 1/4 of the SW 1/4 and the E 2/3 of the S 1/2 of the SW 1/4 of the NW 1/4 of Section 17), lying South of the Chicago, Burlington and Quincy Railroad Right of way, all in Township 78 North, Range 23, West of the 5th P.M., now included in and forming a part of the City of Des Moines, Polk County, Iowa.

Lot 3 of the Subdivision of the NW 1/4 of the SW 1/4 and the S 1/2 of the SW 1/4 of the NW 1/4 (otherwise described as the W 1/3 of the NW 1/4 of the SW 1/4 and the E 2/3 of the S 1/2 of the SW 1/4 of the NW 1/4 of Section 17), lying South of the Chicago, Burlington and Quincy Railroad Right of way, all in Township 78 North, Range 23, West of the 5th P.M., now included in and forming a part of the City of Des Moines, Polk County, Iowa.

That part of Lots 1 and 2 lying West and South of Carlisle Road, all in Plat A, HENDERSON ESTATE in Section 18, Township 78 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Des Moines, Iowa, Except the highways; and also except that part thereof conveyed to the City of Des Moines by Warranty Deed recorded in Book 3302, Page 166 and Book 3821, Page 511; and subject to property condemned by the United States of America described in Declaration of Taking recorded in Book 3920, Page 381-387 and 401, Polk County Recorder's Office.

All that part of Lots 1 and 2 lying North of Carlisle Road and South of the Right of Way of the Chicago, Burlington and Quincy Railroad Company, AND all that part of Lot 3 lying South of the Right of Way of the Chicago, Burlington and Quincy Railroad Company. All in Plat "A" of the HENDERSON ESTATE in Section 18, Township 78 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Des Moines, Iowa, except highways; and also subject to the rights acquired by the United States described in Declaration of taking by the United States of America recorded in Book 3920, Page 381.

That part of each of the following lying Northerly and Easterly of the present location of the Des Moines River: Government Lot 3 in Section 20, Township 78 North, Range 23 West of the 5th P.M., Polk County, Iowa AND Government Lots 1 and 2 in Section 19, Township 78 North, Range 23 West of the 5th P.M., Polk County, Iowa.



DK

IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 14CRDFBGANTO-0010

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

POLK COUNTY CONSERVATION BOARD

This Cooperative Agreement was approved by the Natural Resource Commission on June 11, 2014.

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: _____
Jim Cataldo, PCCB Chair

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 9th Street, Des Moines, IA 50319.

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and the Polk County Conservation Board (Polk CCB). 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.

The Polk CCB, a County agency, is organized under Chapter 350 of Iowa Code. The Polk CCB's address is: 11407 NW Jester Park Drive, Granger, Iowa 50109.

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: George Antoniou, Lake Restoration Program
DNR, 502 East 9th Street
Des Moines, Iowa 50319-0034
Phone: 515-281-8042
Email: george.antoniou@dnr.iowa.gov

Polk CCB Project Manager: Dennis Parker, Director
Polk County Conservation Administration Offices
11407 NW Jester Park Drive
Granger, Iowa 50109
Phone: 515-323-5300
Email: dennis.parker@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 456A.24.

2.2 Background. Easter Lake, located within Easter Lake Park, has been a great recreational resource for the residents of Des Moines, Iowa since 1967. However, over the last several years the water quality of the lake has diminished due to increased loads of nutrients and sediment as development has occurred around the lake. Currently, the lake suffers from poor water clarity, algal blooms, high sedimentation rates, low oxygen concentrations, and a poor fishery.

In response to these water quality problems, area stakeholders worked together to develop the Easter Lake Water Quality Management Plan (the Plan). The planning effort was co-sponsored by the Iowa Department of Natural Resources, City of Des Moines, and Polk County Conservation Board. Other support agencies involved in review and development of the Plan included; the Iowa Department of Agriculture and Land Stewardship, Polk County Soil and Water Conservation District, and the Natural Resources Conservation Service. The Plan serves as the most current culmination of existing studies, citizen and stakeholder input, and the consultant's recommendations for structural and non-structural Best Management Practices intended to reduce delivery of pollutants to Easter Lake and restoration of Easter Lake. The Easter Lake Water Quality Management Plan is on file at the Iowa Department of Natural Resources, Wallace State Office Building, 502 E 9th Street Des Moines, Iowa, 50319.

2.3 Purpose. The DNR’s purpose in entering into this Cooperative Agreement is to reimburse the Polk CCB for engineering services related to design and construction of restoration and improvements to Easter Lake (the Project). Proposed improvements include targeted dredging, modifications to the existing dam and spillway, shoreline restoration, repair of an existing fish rearing pod, fish habitat improvements and fishing jetty construction. The Project shall be consistent with preliminary design plans as described in the Easter Lake Water Quality Management Plan and includes engineering services of the following:

Easter Lake – In-Lake Improvements – Rock rubble piles and jetties (breakwaters) as discussed in the “Easter Lake Water Quality Management Plan, EL-1.” The additions of spawning bed gravel and rock piles near jetty locations are to be included in the design.

West-Arm Sediment Forebay – Design an approximate 115,000 CY sediment removal plan for the west arm of the lake, and a pair of forebay dikes to trap sediment in the west arm. Evaluate various approaches to achieving the sediment removal quantity goal by modifying the area, depth and construction methods. Evaluate different forebay dike locations to meet long-term vegetation management goals. A general layout as discussed in the “Easter Lake Water Quality Management Plan, EL-2.”

South-Arm Sediment Forebay – Design an approximate 115,000 CY sediment removal plan for the south arm of the lake. Evaluate various approaches to achieving the sediment removal quantity goal by modifying the area, depth and construction methods. Evaluate the benefit of sediment removal from the adjacent stormwater pond. Design a sediment removal plan if appropriate. A general layout as discussed in the “Easter Lake Water Quality Management Plan, EL-3.”

Easter Lake Outlet Structure Retrofit – Design a spillway modification to prevent invasive carp from entering the lake from the Des Moines River. Modify spillway apron for retrofit of fish barrier to limit out migration of adult sport fish as discussed in the “Easter Lake Water Quality Management Plan, EL-5.”

Easter Lake Dredging and Shoreline Rehabilitation – Design an approximate 375,000 CY sediment removal plan for various locations in the lake, and a shoreline stabilization plan for various locations. Evaluate various approaches to achieving the sediment removal quantity goal by modifying the area, depth, and construction methods. A general layout as discussed in the “Easter Lake Water Quality Management Plan, EL -7.”

Fish rearing pond repairs and improvements including repairing pond leaks, construction of new water control systems, and construction of a new fish kettle as discussed in the “Easter Lake Water Quality Management Plan, EL-16.”

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be June 11, 2014 through December 31, 2016, 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. 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; therefore, performance

shall not commence unless this Cooperative Agreement has been approved by the Natural Resource Commission.

Section 4 DEFINITIONS

“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 the Polk CCB shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Engineering Services</p> <p>Description: The Polk CCB shall enter into a Professional Services Agreement with Snyder & Associates, Inc. to provide engineering services for the Project. Engineering Services, shall include, but are not limited to, project administration, topographic survey, preliminary design, final design, construction permits, bidding services, construction services, wetland delineation, biological assessment, threatened and endangered species desktop survey, bat habitat survey, phase I cultural resources investigation, alternatives analysis, wetland mitigation design, wetland mitigation construction, wetland monitoring, stormwater pollution prevention plan, floodplain analysis, and geotechnical coordination. A detailed description of Engineering Services is provided in Exhibit A.</p>	<p>No later than December 31, 2016</p>

DNR’s review of any plans or specifications under this Agreement shall be for the purpose of validating whether such plans and specification meet the purpose of this Agreement and shall not be a certification that such plans meet all required legal requirements for such structures or are designed with proper or sound structural or other engineering considerations.

5.2 The responsibilities of DNR shall be to reimburse Polk CCB for engineering services of the Project consistent with Section 7 of this Agreement.

5.3 In addition to the obligations described above, the parties generally agree that Polk CCB or its successors shall be responsible for future maintenance and repairs of the Project and its components. In no way shall the DNR have responsibility for future maintenance of and future repairs to the Project and its components nor shall the DNR be liable for any management or maintenance of the Project or its components by virtue of this funding. To this end and only to the extent as may be allowable by law and

in addition as may be described elsewhere in this Agreement, Polk CCB agrees to indemnify and hold harmless the state of Iowa and DNR for any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from the design, construction, installation or maintenance (or lack thereof) of Project.

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 Contract, the Project Managers shall meet quarterly to discuss progress made during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call. 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 produced during the previous period,
- An updated schedule of upcoming actions, and
- Any problems or concerns encountered since the last meeting

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 Contract is Iowa Code 456A.33B Lake Restoration Plan and Report, known as the State Lake Restoration Program.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for the Project's completion according to the terms of this Cooperative Agreement shall not exceed \$462,600 or 60%, whichever is the lesser amount, of the total Project costs. 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:

Task 1: Engineering Services	Not to exceed \$462,600 or 60%, whichever is the lesser amount, of the total project costs
Total amount of DNR monetary contribution	Not to exceed \$462,600

7.4 Submission of Invoices

Polk CCB shall submit invoices no later than December 31, 2016. The invoices shall itemize the work performed pursuant to the Cooperative Agreement. The 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. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to DNR shall be submitted to:

George Antoniou, Lake Restoration Program
DNR, 502 East 9th Street, Des Moines, Iowa 50319-0034
Phone: 515-281-8042
Email: george.antoniou@dnr.iowa.gov

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 to Polk CCB pursuant to this Cooperative Agreement.

7.7 Delay of Payment. If DNR determines that Polk CCB has failed to perform as required by this Cooperative Agreement, then compensation may be withheld until such work 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 Polk CCB 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 Polk CCB 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 Polk CCB, 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 Polk CCB fails to comply with confidentiality laws or provisions;

2.2.4 The Polk CCB 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 Polk CCB in default of its obligations under this Contract.

2.3.1 The Polk CCB 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 Polk CCB;

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 Polk CCB fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Polk CCB 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 Polk CCB terminates or suspends its business; or DNR reasonably believes that the Polk CCB has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

2.3.8 Polk CCB 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 Polk CCB, DNR shall provide written notice to the Polk CCB requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Polk CCB. 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 Polk CCB. Following termination upon notice, the Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB'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 Polk CCB'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 Polk CCB, 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 Polk CCB 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 Polk CCB's Termination Duties. The Polk CCB 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 Polk CCB.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Polk CCB 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 Polk CCB.

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 Polk CCB under this Contract shall, at the option of DNR, become DNR's property and the Polk CCB shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

Paragraph 2.8 is being reworded to ensure the product is the property of PCCB – corrected version will be presented at the meeting.

The status of the Polk CCB shall be that of an independent contractor. The Polk CCB, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Polk CCB nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Polk CCB. Polk CCB 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, Polk CCB, 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 Polk CCB 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 Polk CCB relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Polk CCB shall not impose a charge for audit or examination of the Polk CCB'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 Polk CCB 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

Polk CCB may not contract with third parties for the performance of any of Polk CCB'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 Polk CCB may enter into subcontracts to complete the work required by this Contract provided that the Polk CCB remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Polk CCB from any obligation, provision, or liability under this Contract. The Polk CCB 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 Polk CCB 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. The Polk CCB 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 Polk CCB's breach of any subcontract in which it enters, including Polk CCB's failure to pay any and all amounts due by Polk CCB 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 Polk CCB herein.

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

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

17.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Polk CCB shall comply with Iowa Code chapter 8F with respect to any subcontract Polk CCB 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 that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Polk CCB'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 Polk CCB 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 Polk CCB also acknowledges that the DNR may declare the Contract void if the above certification is false. The Polk CCB 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 Polk CCB’s employees’ wages. The State of Iowa is exempt from state and local sales and use taxes on the work performed under this Agreement.

Section 23 EQUAL EMPLOYMENT PROVISIONS

The Polk CCB 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 Polk CCB agrees to conform to the requirements contained therein.

Section 24 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Polk CCB 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 Polk CCB agrees to conform to the requirements contained therein.

Section 25 RESERVED

Section 26 INDEMNIFICATION

To the extent allowed by law, the Polk CCB agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office, and the costs, expenses and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of: i. Any breach of this Contract; ii. Any negligent, intentional or wrongful act or omission of the Polk CCB or any agent or subcontractor utilized or employed by the Polk CCB; iii. The Polk CCB’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Polk CCB; iv. Any failure by the Polk CCB to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Polk CCB to conduct business in the State of Iowa; v. Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any work provided under this Agreement or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

Polk CCB’s duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract

regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

Attachment A
Equal Employment Opportunity.

The Polk CCB agrees to the following:

A.1 The Polk CCB 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 Polk CCB 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 Polk CCB'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 Polk CCB agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Polk CCB shall in all solicitations or advertisements for employees, placed by or on behalf of the Polk CCB, 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 Polk CCB's business.

A.3 The Polk CCB 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 Polk CCB 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 Polk CCB'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 Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Polk CCB may be subject to other sanctions as provided by law or rule.
- The Polk CCB 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 Polk CCB shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
- The Polk CCB 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 Polk CCB, 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 Polk CCB 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 Polk CCB 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 Polk CCB 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 Polk CCB shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS ____ day of _____, 20__, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and

(hereinafter, Client) do hereby agree as follows:

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

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional’s maximum liability for the Client’s damages to the aggregate sum of \$1,000,000 for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys’ fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional’s time and expenses spent for such collection action, computed according to the Professional’s prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit B Standard Fee Schedule

(Client)

Exhibit
Exhibit

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

(Printed or typed signature)

By: _____
(Authorized agent)

(Printed or typed signature)

Route executed copy to:

**EXHIBIT A
SCOPE OF SERVICES
POLK COUNTY CONSERVATION BOARD
EASTER LAKE RESTORATION
POLK COUNTY, IOWA**

PROJECT DESCRIPTION

The project includes design of restoration and improvements to Easter Lake. In general, the proposed improvements include targeted dredging, modifications to the existing dam and spillway to provide fish barriers, and shoreline restoration. Excess dredge material will be placed in the existing sand mine on the opposite side of the Des Moines River. A piping design to access the excess material site shall be prepared, along with a design to systematically place material to provide an improved area. Fisheries improvements are also included in the project and include repairs and improvements to the fish rearing pond, fish habitat improvements, and fishing jetty construction. This project also includes NEPA documentation required for the project described. The project includes the design and construction of the following:

- Easter Lake – In-Lake Improvements – Rock rubble piles and jetties (breakwaters) as discussed in the “Easter Lake Water Quality Management Plan, EL-1.” Scallops are to be removed from design consideration. The addition of spawning bed gravel and rock piles near jetty locations are to be included in the design.
- West-Arm Sediment Forebay – Design an approximate 115,000 CY sediment removal plan for the west arm of the lake, and a pair of forebay dikes to trap sediment in the west arm. Evaluate various approaches to achieving the sediment removal quantity goal and to meeting long-term vegetation management goals by modifying the area, depth and construction methods. Evaluate different forebay dike locations to meet long-term vegetation management and water quality goals. A general layout as discussed in the “Easter Lake Water Quality Management Plan, EL-2.”
- South-Arm Sediment Forebay – Design an approximate 115,000 CY sediment removal plan for the south arm of the lake. Evaluate various approaches to achieving the sediment removal quantity goal by modifying the area, depth and construction methods. Evaluate the benefit of sediment removal from the adjacent stormwater pond and meeting long-term vegetation management goals. Design a sediment removal plan if appropriate. A general layout as discussed in the “Easter Lake Water Quality Management Plan, EL-3.”
- Easter Lake Outlet Structure Retrofit – Design a spillway modification to prevent invasive carp from entering the lake from the Des Moines River. Modify spillway apron for retro-fit of fish barrier to limit out migration of adult sport fish as discussed in the “Easter Lake Water Quality Management Plan, EL-5.”

- Easter Lake Dredging and Shoreline Rehabilitation – Design an approximate 375,000 CY sediment removal plan for various locations in the lake, and a shoreline stabilization plan for various locations. Evaluate various approaches to achieving the sediment removal quantity goal and to meeting long-term vegetation management goals by modifying the area, depth, and construction methods. A general layout as discussed in the “Easter Lake Water Quality Management Plan, EL -7.”
- Fish rearing pond repairs and improvements including repairing pond leaks, construction of new water control systems, and construction of a new fish kettle as discussed in the “Easter Lake Water Quality Management Plan, EL-16.”

This project will be completed through a Professional Services Agreement with the Polk County Conservation Board (*County*) with a Cooperative Agreement between *County* and the Iowa Department of Natural Resources (Iowa DNR). The Polk County Conservation Board is the Client in this Scope of Services and Professional Services Agreement.

ENGINEERING SERVICES

The *Consultant* will provide the following Engineering Services:

Project Administration

1. Project Administration shall be as follows:
 - 1.1. The *Consultant* will meet with *Client* and Iowa DNR within 5 business days of requesting the same to confirm goals and expectations, regulatory requirements, design timelines, construction timelines, and to establish the communication network critical for Project success from inception through the design and to the completion of construction.
 - 1.2. The *Consultant* will provide overall project management and control of the design contract. The administration also includes management of personnel and subconsultant scheduling and coordination. The *Consultant* will check and review work products prior to submission to the Iowa DNR and *Client*. Monthly status reports and billing statements will be prepared and submitted to the *Client*.
 - 1.3. The *Consultant* shall provide the *Client* with a monthly update of the project plan. If work is not progressing in a manner to comply with the anticipated completion date, the project team including the *Consultant* and the *Client* will develop an action plan to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. Additionally, the update shall include a list of requested information from the *Client* with a desired response date noted to avoid delay of the *Consultant's* services.

- 1.4. Meetings will be held periodically with the *Client* and Iowa DNR to review progress, coordinate the work, and answer questions and resolve issues. The *Consultant* will prepare minutes of these meetings and forward them to the *Client* for review and distribution.
- 1.5. The *Consultant* will assist the *Client* in conducting two public meetings for the Easter Lake Restoration project. Tasks include the preparation of CADD-generated color exhibits, based on aerial mapping, for the public hearing. The *Consultant* will also assist the *Client* and Iowa DNR in the presentation of the project and will prepare draft responses to public comments received at the meeting.
- 1.6. The *Consultant* will coordinate with the *Client*, Iowa DNR, utility companies, and Union Pacific Railroad to discuss impacts to said utilities as a result of the project. The *Consultant* will coordinate with local utility companies and local governments to address any other utility conflicts as a result of this project.

Topographic Survey

2. The *Consultant* shall provide topographic survey within targeted areas where LIDAR data is insufficient for construction. This service includes:
 - 2.1. The *Consultant* will conduct a topographic survey of the proposed construction area for design. This includes providing control data and points for use in the design phase and during construction. This activity would also include collecting data and generating existing conditions for areas targeted for shoreline restoration. Topographic survey would be developed to provide information related to the dredge pipeline corridor and spoil disposal area verifying and using existing LIDAR data when possible. Survey information would also be collected to verify public property boundaries as required to allow construction.
 - 2.2. The *Consultant* will assist with a bathymetric survey of the proposed targeted dredging locations. This survey is to include top of sediment and depth of sediment readings. This data will be used to determine the best locations for dredging and specific depth requirements. The vast majority of this activity including all water based data collection will be performed by Iowa DNR staff, with the *Consultant* providing control data for use by the Iowa DNR.
 - 2.3. Survey will be in U.S. survey feet to the State Plane Coordinate System (IA South Zone) and will utilize the same datum that the current trail system design used.
 - 2.4. Set a minimum of five permanent benchmarks on site with description and elevation to the nearest 0.01 foot.

- 2.5. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. The existing terrain will determine the corridor and the grid used to create topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- 2.6. Contours shall be shown at 1-foot intervals.
- 2.7. Perform a field survey in areas intended for construction locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements.
- 2.8. Trees with a diameter of 12” or larger will be surveyed individually unless included in a large area intended for widespread clear and grub operations.
- 2.9. The drip line or perimeter outline of wooded/brush areas will be shown.
- 2.10. The survey data shall be processed and checked for accuracy. Electronic data files shall be prepared to include topographic data, hard shots, line strings, and spot elevations. Station and offset information will be prepared for bench marks and field data collected as part of the surveys. Boundary survey will not be required for temporary easement plats.
- 2.11. Boundary survey is not included in this scope. General boundary verification will be conducted in targeted areas.
- 2.12. Existing Utilities – The *Consultant* shall provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes, contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site; perform a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.
 - **Quality Level A** involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called “locating.” It is the highest level presently available. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. By knowing exactly where a utility is positioned in three dimensions, the designer can often make small adjustments in elevations or horizontal

locations and avoid the need to relocate utilities. Additional information such as utility material, condition, size, soil contamination, and paving thickness also assists the designer and utility owner in their decisions.

- **Quality Level B** involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called “designating”. Two-dimensional mapping information is obtained. This information is usually sufficient to accomplish preliminary engineering goals. Decisions can be made on where to place storm drainage systems, footings, foundations, and other design features in order to avoid conflicts with existing utilities. Slight adjustments in the design can produce substantial cost savings by eliminating utility relocations.
- **Quality Level C** involves surveying visible above-ground utility facilities such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness therefore, should be confined to rural projects where utilities are not prevalent or are not too expensive to repair or relocate.
- **Quality Level D** information comes solely from existing utility records. It may provide an overall “feel” for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness should be confined to project planning and route selection activities.

Preliminary Design

3. Prepare designs, including drawings, specifications, and opinions of probable construction costs for the Project at milestones described in the Project Schedule described below and more specifically by the following subtasks:
 - 3.1. Conduct necessary testing to assess the contamination levels of lake sediment. Work with IDNR and *Client* staff to obtain samples. Test results may affect dredging procedures and design.
 - 3.2. Meet as required with *Client* staff and DNR staff to develop the project concept and details for various portions of the project.
 - 3.3. Submit the designs and cost estimate at 60% completion for *Client’s* review and approval; *Consultant* shall meet with *Client* to present and discuss this preliminary design. *Client* shall provide any comments within ten business days of receipt, which *Consultant* shall incorporate or address in the final design drawing.

- 3.4. Submit the designs and cost estimate at 90% completion, and including any *Client* comments from the 60% review, for *Client's* review and approval; *Client* shall provide any comments within ten business days of receipt, which *Consultant* will incorporate or address in the final design drawing.
- 3.5. Submit designs and cost estimate at 100% for *Client's* review and approval, and including any *Client* comments from the previous reviews, for *Client* review and approval and for incorporation into the bid documents described below. *Consultant* shall incorporate *Client's* comments in to the final version of the design contract documents.
- 3.6. Submit one (1) temporary construction easement plat for use of *Client* in right of way negotiations.

Final Design

4. Prepare bid documents consistent with the designs described in Task 3 and related reviews. *Consultant* shall deliver five (5) hard copies and one electronic pdf format copy of the Contract Documents within ten business days of receipt of *Client's* review comments. This final submission shall be signed and sealed, suitable for permitting and bidding. The final technical specifications shall include detailed calculations, as appropriate for civil and structural disciplines. Snyder shall also provide to *Client* an updated opinion of probable construction costs based on final plans and specifications, and broken out by bid item.

Construction Permits

5. *Consultant* shall prepare and apply for necessary construction permits with *Client* assistance and approval.
 - 5.1. This includes, but is not limited to:
 - IDNR
 - NPDES Stormwater Permit
 - Water Storage Permit
 - Floodplain Permit
 - Water Use Permit
 - Water Storage Permit
 - 401 Water Quality Certification
 - Sovereign Lands
 - USACE
 - 404 Permit
 - Section 10 Permit
 - Real Estate Flowage Easement Approval

- City of Des Moines
 - Grading Permit
- Union Pacific Railroad Utility Crossing

Bidding Services

6. Provide project administration during the bidding process. Assumes three bid lettings.
 - 6.1. Conduct a pre-bid meeting for interested contractors, serving as the *Client's* design consultant.
 - 6.2. Field questions about the plans and specifications developed by the *Consultant*, distribute addenda as needed, and notify potential contractors of the opportunity within the confines of the state law to maximize the bidder pool.

Construction Services

7. Provide administration during construction.
 - 7.1. Conduct a preconstruction conference attended by representatives of the Contractor, *Client*, and affected stakeholders.
 - 7.2. Provide horizontal and vertical control around project perimeter.
 - 7.3. Review shop drawings and other submittals as required of the Contractor by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents.
 - 7.4. Answer design interpretation questions from the *Client*, Contractor, review staff and appropriate agencies.
 - 7.5. Review and verify monthly pay quantities.
 - 7.6. Perform construction site visits by design personnel at appropriate stages of construction to review the quality of work and to determine whether the work conforms to the contract documents.
 - 7.7. Prepare and assist *County* and Contractor in processing contract change orders.
 - 7.8. Consider and evaluate Contractor's suggestions for modifications and report them with recommendations to the *Client*.
 - 7.9. Attend monthly construction meetings and conduct intraoffice administration and coordination of the project.

- 7.10. Provide field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to conform to the contract documents. Staffing requirements may be adjusted during the project in relation to the level of construction activity.
- 7.11. Coordinate field testing and report to *Client* any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents, and advise *Client* of any work that should be corrected or rejected.
- 7.12. Participate in a review of the project with *Client* and review staff near completion and prepare a list of items to be completed or corrected.
- 7.13. Participate in a field observation of the completed project with *Client* and review staff before a final application for payment is processed for the Contractor.
- 7.14. Maintain files for correspondence, reports of the job conferences, shop drawings and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.
- 7.15. Provide *Client* with a copy of revised drawings of the construction plans (record drawings) for the project based on the construction observation records of the field review staff and the Contractor showing those changes made during construction considered significant.

Wetland and Stream Delineation

8. Provide wetland delineation.
 - 8.1. *Consultant* will provide Wetland Delineations for the above referenced project. The Wetland Delineations will be performed to determine the boundaries of wetland areas and streams at the project site. *Consultant* will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The upper boundary of each wetland will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers USACE Wetland Delineation Manual and Midwest Supplement. *Consultant* will provide copies of the Wetland Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

- 8.2. The *Client* will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation. Depending on weather conditions, including snow cover at the project site, a report summarizing the findings of the field delineation could be completed within eight weeks of written authorization.

Biological Assessment

9. Provide biological assessment.
 - 9.1. *Consultant* will conduct a web search for all pertinent information to rare, threatened, or endangered species that may be present within the proposed project area. *Consultant* will also contact local species specialists, if they are known to inquire about the specialty areas of the identified specialists. Reference to all identified sources will be included in an all inclusive bibliography in a final report provided by *Consultant*.
 - 9.2. In addition to the web search, three (3) two-day site assessments will be required to provide documentation for current species that may inhabit or frequent the project area. A biological survey including flora and fauna and rare, threatened, and endangered (RTE) species for the entire project area will be conducted.
 - 9.3. A qualified biologist from *Consultant* will identify and list each different vascular plant species observed during the site visits. Rare and interesting species will be photographed and the locations recorded with a handheld GPS Receiver. Sampling will be conducted via the Rayleigh sample method, or “search and wander” technique. This technique will allow the biologist to observe as many different habitats as possible and cover large areas. The biologist walks the site looking for hills, valleys, sun, shade, creeks, outcrops, and other types of habitats that are found on site. At each ecotype, the biologist will identify and record plant species until no new species are identified or 5 minutes elapse between adding a new species. The sampling should cover the entire project area.
 - 9.4. *Consultant* will walk the project area and document any mammals, amphibians, or reptiles observed on-site. An observation of a species should be made through tracks, scat, actual visual confirmation, and/or any other natural signs of wildlife present in the area (i.e. buck-rubs). A list of species should be documented and any tracks, or other natural signs should be photographed. If available, photograph documentation of actual species may also be documented, however it should be noted that wildlife photography is not the objective.
 - 9.5. *Consultant* will provide the *Client* with a report documenting their findings and all pertinent information identified during the research period. *Consultant* will also provide a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect. Three site visits should be scheduled in order to maximize the number of flora and fauna species available for identification. Ideally, these site visits would transpire during any bloom periods identified for any RTE species that may be located on-site.

- 9.6. A report will be submitted to the *Client*, USACE and Iowa Department of Natural Resources (IDNR) approximately 120 days after notice to proceed.

Threatened and Endangered Species Desktop Survey

10. Provide threatened and endangered species desktop survey.
 - 10.1. *Consultant* will evaluate potential threatened and endangered (T&E) species habitat at the project site. *Consultant* will conduct a web search for all pertinent information regarding T&E species and their potential for existence in the project area. *Consultant* will also contact local species specialists, if they are known to inquire about the specialty areas of the identified specialists. Reference to all identified sources will be included in an all inclusive bibliography in a final report provided by *Consultant*.

Bat Habitat Survey

11. Provide bat habitat survey.
 - 11.1. *Consultant* will evaluate potential Indiana bat and Northern Long-Eared habitat at the project site. *Consultant* will conduct a web search for all pertinent information regarding the bats and their potential for roosting within the proposed project area. *Consultant* will also contact local species specialists, if they are known to inquire about the specialty areas of the identified specialists. Reference to all identified sources will be included in an all inclusive bibliography in a final report provided by *Consultant*.
 - 11.2. Environmental staff will complete a site visit to identify potential roost trees for Indiana bats within the project area. Trees meeting the guidelines will be measured at breast height and the locations recorded with a handheld GPS Receiver.
 - 11.3. A report documenting the findings and all pertinent information identified during the research period will be provided to the client. *Consultant* will also provide a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.
 - 11.4. A report summarizing the findings of the field delineation could be completed within eight weeks of written authorization.

Phase I Cultural Resources Investigation

12. Provide Phase 1 cultural resources investigation.
 - 12.1. Conduct comprehensive archival record searches, Phase I intensive field investigations, geomorphic assessment, and project completion report preparation for the project area. Weather permitting, project turn around estimate is 30 days. Alternate schedule is possible at discretion of Client. In accordance with Iowa SHPO Regulations, if standing snow and/or deep frost is encountered within project area, implementation of field studies may be delayed. All services undertaken will meet or exceed Section 106 guidelines, and guidelines established by the Historic Preservation Office of the Iowa State Historical Society.
 - 12.2. A report summarizing the findings of the field delineation could be completed within eight weeks of written authorization.

Alternatives Analysis

13. Provide alternatives analysis.
 - 13.1. *Consultant* will develop an alternatives analysis documentation as part of the permitting process with the USACE. *Consultant* will utilize information provided by the *Client* that supports the need for the proposed action to occur. The report will cover the following topics:
 - Introduction
 - Purpose and Need
 - Alternative Site Analysis
 - Avoidance and Minimization of Impact
 - Summary and Recommendations
 - 13.2. The document will be completed under the Clean Water Act Section 404(b)(1) Alternative Analysis Guidance. A report summarizing the findings of the analysis could be completed within six weeks after completion of the wetland delineation and threatened and endangered species documentation.

Wetland and Stream Mitigation Design

14. Provide wetland mitigation design.
 - 14.1. *Consultant* will act as the Authorized Agent throughout the permitting process. During this process, *Consultant* staff will respond to inquiries from the Iowa Department of Natural Resources and USACE. *Consultant* will design an on-site mitigation plan that complies with USACE Wetland Mitigation Guidelines and IDNR Requirements. The permitting and mitigation design does not include the cost for completing archaeological services that may be required by USACE or IDNR. The mitigation plan does not include the cost of performing additional studies if a regulatory agency requires off-site mitigation.

Wetland and Stream Mitigation Construction

15. Provide wetland mitigation plan to be incorporated into proposed project construction.
 - 15.1. Upon approval from USACE and IDNR of the mitigation plan, a new wetland area will be constructed to compensate for the loss of jurisdictional wetlands. *Consultant* will complete an as-built survey and completion report for the mitigation site. The completion report will summarize construction activities and will be submitted to the *Client* and the USACE.

Wetland and Stream Monitoring

16. Provide wetland monitoring.
 - 16.1. *Consultant* will provide follow-up monitoring as required by the USACE. Planting success rates, estimation of plant cover, assessments of hydrology and erosion, and overall condition of the wetland will be performed by *Consultant*. Recommendations such as additional planting, weeding, and construction modifications may be required to sustain the wetland will be reported to the *Client* and the USACE. Monitoring will be performed annually as required by USACE.

Stormwater Pollution Prevention Plan

17. Provide a Stormwater Pollution Prevention Plan.
 - 17.1. *Consultant* will utilize the electronic files, as provided by the *Client*, in order to prepare the associated Stormwater Pollution Prevention Plan (SWPPP) drawings showing preliminary erosion control measures for the site. If provided by the client, existing contours will be used to develop the SWPPP and placement of the controls. LiDAR will be used if existing contour files are not available.
 - 17.2. Based on the electronic files and information that has been received from the client, *Consultant* will prepare for client's signature a Notice of Intent (NOI) for Storm Water Discharge Permit No. 2 and will prepare the SWPPP booklet using the latest EPA SWPPP template. Owner/contractor's will be solely responsible for compliance with and administration of the SWPPP and all Federal, State, and local laws, ordinances, rules and regulations that may be applicable to storm water pollution prevention. *Consultant* will obtain the public notice as required by the Iowa Department of Natural Resources. The *Client* will be responsible for the permitting fees and submittal of the NOI to the Iowa Department of Natural Resources.

Floodplain Analysis

18. Provide floodplain analysis.

18.1 Hydrological and hydraulic analysis to support flood plain and dam permit applications. Analysis of the Des Moines River is not anticipated or included within the scope of this project.

Geotechnical Coordination

19. Provide geotechnical coordination during construction.

19.1. Geotechnical investigation shall be contracted by the *Client* to a firm specializing in such work. The *Consultant* will work to coordinate the geotechnical investigation from the project. Soil boring locations and subsurface requirements will be identified through coordination with the *Client's* geotechnical subconsultant. The geotechnical subconsultant will provide soil borings and materials testing as needed for the retaining wall and pedestrian bridge footing/abutment design. This includes suitable borings, analysis of the soil borings and presentation of the findings and recommendations in a report.

Additional Services

20. Additional services may include:

20.1. Additional survey and right-of-way acquisition required for Corps of Engineers easements.

20.2. City of Des Moines Tree Mitigation Plan.

20.3. Calculations for storage in existing sand pit.

20.4. Bathymetric survey of spoil area (existing sand pit).

20.5. Detailed boundary surveys.

20.6. Right of way negotiations.

20.7. The *Client* may request Additional Services from the *Consultant* not included in the Scope of Services as outlined. Additional Services may include, but not limited to, expanding the scope of the project and work to be completed; requesting the development of various documents; or extending the time to complete the project through no fault of the *Consultant*.

20.8. Upon initiation of Additional Services, the *Consultant* will negotiate the additional costs with the *Client* on the basis of hourly rates and expenses as outlined in the current *Consultant's* Standard Fee Schedule. The current Standard Fee Schedule is included. The cost for additional services will be negotiated with the *Client*.

PROJECT SCHEDULE

All phases of the project, from design through construction, will be performed by the *Consultant* in accordance with a schedule mutually developed by *Client* and *Consultant*.

Pre-Design Meeting	Schedule to be determined
Preliminary Design (60%) Plan Review	September 30, 2014
Preliminary Design (90%) Plan Review	December 15, 2014
Final Design Plan Review.....	January 16, 2015
Project Advertisement.....	March 16, 2015
Pre-Bid Meeting.....	April 9, 2015
Bid Review Meeting	April 30, 2015
Pre-Construction Meeting.....	June 15, 2015
Punch List Review	December 30, 2017
Project Closeout	July 31, 2017

COMPENSATION AND TERMS OF PAYMENT

The *Client* shall pay the Professional in accordance with the terms and conditions of this Contract.

A. ENGINEERING SERVICES

As set forth in the scope of work described, Engineer's Services services shall be on the basis of a lump sum fee of \$734,800.

1. Project Administration	\$76,000
2. Topographic Survey	\$75,000
3. Preliminary Design	\$260,000
4. Final Design	\$122,000
5. Construction Permits	\$16,000
6. Bidding Services	\$59,000
7. Construction Services	To be Determined
8. Wetland and Stream Delineation	\$17,000
9. Biological Assessment	\$17,000
10. Threatened & Endangered Species Desktop Survey	\$2,500

11. Bat Habitat Survey	\$20,000
12. Phase 1 Cultural Resources Investigation	\$20,000
13. Alternatives Analysis	\$7,500
14. Wetland and Stream Mitigation Design	\$10,000
15. Wetland and Stream Mitigation Construction	\$7,500
16. Wetland and Stream Monitoring	To be Determined
17. Stormwater Pollution Prevention Plan	\$7,800
18. Floodplain Analysis	\$14,000
19. Geotechnical Coordination	\$3,500
20. Additional Services	To be Determined
Total	\$734,800

EXHIBIT B

**SNYDER & ASSOCIATES
2014-2015
STANDARD FEE SCHEDULE**

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

2013- 2014 Revenue Budget

- as of 05/31/14 (91.67% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Infrastructure	\$ -	\$ -	\$ -	0.0%
0213	Equipment	\$ 7,700	\$ 7,697	\$ 3	100.0%
6006	Environmental Ed	\$ 50,000	\$ 55,352	\$ (5,352)	110.7%
6009	Natural Resources	\$ 126,300	\$ 69,490	\$ 56,810	55.0%
6101	Administration	\$ 224,400	\$ 237,383	\$ (12,983)	105.8%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 286,300	\$ 285,259	\$ 1,041	99.6%
6110	Parks Advocacy Unit	\$ 466,000	\$ 326,446	\$ 139,555	70.1%
6119	Construction/Maint.	\$ -	\$ 135	\$ (135)	0.0%
6124	Equestrian Center	\$ 311,000	\$ 255,942	\$ 55,058	82.3%
Sub-Total - General Fund 1		\$ 1,471,700	\$ 1,237,703	\$ 233,997	84.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 103,200	\$ 161,766	\$ (58,566)	156.7%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ 116,264	\$ (116,264)	#DIV/0!
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,550,000	\$ 2,062,597	\$ 487,403	80.9%
Grand Total - Conservation		\$ 4,124,900	\$ 3,578,330	\$ 546,570	86.7%

2013- 2014 Expense Budget

- as of 05/31/14 (91.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Infrastructure	\$ -	\$ -	\$ -	0.0%
0213	Equipment	\$ 162,200	\$ 132,033	\$ 30,167	81.4%
6006	Environmental Ed	\$ 385,029	\$ 351,531	\$ 33,498	91.3%
6009	Natural Resources	\$ 740,177	\$ 642,126	\$ 98,051	86.8%
6101	Administration	\$ 964,823	\$ 897,851	\$ 66,972	93.1%
6103	Community Outreach	\$ 217,881	\$ 201,161	\$ 16,720	92.3%
6104	Conservation Grants	\$ 9,300	\$ 9,036	\$ 264	97.2%
6110	Parks Advocacy Unit	\$ 479,633	\$ 418,515	\$ 61,118	87.3%
6119	Construction/Maint.	\$ 1,093,186	\$ 1,031,689	\$ 61,497	94.4%
6124	Equestrian Center	\$ 462,563	\$ 445,975	\$ 16,588	96.4%
Sub-Total - General Fund 1		\$ 4,514,792	\$ 4,129,918	\$ 384,874	91.5%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 975,038	\$ 880,865	\$ 94,174	90.3%
Risk Management - Fund 3					
6100	Insurance,Med., Work. Comp.	\$ 115,500	\$ 112,954	\$ 2,546	97.8%
REAP - Fund 26					
0211	Resource Enhancement	\$ 147,225	\$ 113,727	\$ 33,498	77.2%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ 499,200	\$ 16,878	\$ 482,322	3.4%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 11,754,000	\$ 10,616,260	\$ 1,137,740	90.3%
Grand Total - Conservation		\$ 18,005,755	\$ 15,870,601	\$ 2,135,154	88.1%

PCWLL EXPENDITURES AS OF :

May 31, 2014

SUB- LEDGER	PROJECT	ANTICIPATED COSTS		CONSTRUCTION COSTS		ENGINEERING COSTS		ACTUAL CONSTRUCTION EXPENDITURES		ACTUAL ENGINEERING EXPENDITURES		ACTUAL MISCELLANEOUS EXPENDITURES		GRANT REVENUES AND DONATIONS		ACTUAL COSTS TO DATE		ACTUAL BALANCE REMAINING		
		CY2013 & 2014	2014	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED	ACTUAL	CONTRACTED
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKENY)	\$ 185,600	\$ 787,580	\$ 254,644	\$ 754,580	\$ 77,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C06-6134	CBG SHAW ACQUISITION	\$ 430,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C08-6142	JESTER PARK CABINS	\$ 525,000	\$ -	\$ -	\$ 673,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C11-6205	CVT CONNECTOR-BROADWAY TO GLW	\$ 36,818	\$ -	\$ 252,751	\$ -	\$ 98,618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6208	FDM OUTDOOR CLASSROOM	\$ 11,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6213	CBG WELL REPLACEMENT	\$ 90,000	\$ 71,746	\$ -	\$ 71,746	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6214	CBG OBSERVATION DECK	\$ 77,700	\$ -	\$ 8,300	\$ 72,560	\$ 11,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6219	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 450,000	\$ -	\$ -	\$ 251,253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6219	EC IMPROVEMENTS	\$ -	\$ -	\$ -	\$ 9,553	\$ 1,118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6220	4-MILE CREEK BANK STABILIZATION	\$ 340,725	\$ -	\$ 22,500	\$ -	\$ 20,309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6221	JP CONSERVATION CENTER	\$ 2,404,200	\$ -	\$ 729,922	\$ -	\$ 391,553	\$ 2,986	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6222	CBG MASTER PLAN	\$ 106,000	\$ -	\$ 98,368	\$ -	\$ 77,425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,129,100	\$ 903,781	\$ 175,496	\$ 903,781	\$ 175,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 141,013	\$ -	\$ 208,333	\$ -	\$ 128,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ -	\$ -	\$ 159,534	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 854,903	\$ 707,456	\$ 132,209	\$ 667,108	\$ 136,036	\$ 21,913	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 81,179	\$ -	\$ 57,600	\$ -	\$ 54,282	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 410,000	\$ 339,428	\$ 29,200	\$ 336,945	\$ 27,360	\$ 15,516	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ -	\$ 9,800	\$ -	\$ 9,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6230	TM CAMP CREEK STABILIZATION	\$ 1,097,465	\$ 876,665	\$ 194,600	\$ 548,980	\$ 192,785	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6231	TM PARK IMPROVEMENTS INCLUDING SHOWER HOUSE	\$ 119,000	\$ -	\$ 53,200	\$ -	\$ 47,653	\$ 226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6232	YB PARK IMPROVEMENTS	\$ 87,000	\$ -	\$ 46,650	\$ -	\$ 38,804	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 100,000	\$ -	\$ 12,000	\$ 11,225	\$ 12,000	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6234	JP ENTRANCE RELOCATION	\$ 586,000	\$ 279,839	\$ 73,100	\$ 279,839	\$ 69,743	\$ 3,186	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6235	CBG WOOSLEY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6236	CBG MENDENHALL ACQUISITION	\$ 676,267	\$ -	\$ -	\$ -	\$ -	\$ 676,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6237	CXT VAULT TOILETS	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 64,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6238	CBG WETLANDS DESIGN	\$ 104,476	\$ -	\$ 86,476	\$ -	\$ 67,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6239	YB DAM REPAIRS	\$ 797,000	\$ 733,986	\$ 112,525	\$ 280,342	\$ 107,977	\$ 1,161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6240	BEAVER CREEK LAND ACQUISITION	\$ 93,469	\$ -	\$ -	\$ -	\$ 457	\$ 93,012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 200,000	\$ -	\$ -	\$ 195,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6243	CAMP CREEK-MILLER/RIST LAND ACQUISITION	\$ 342,197	\$ -	\$ -	\$ -	\$ -	\$ 342,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C12-6244	CBG AIRPORT 16 ACQUISITION	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PCWLL EXPENDITURES AS OF :

May 31, 2014

SUB- LEDGER PROJECT	ANTICIPATED COSTS		CONSTRUCTION COSTS		ENGINEERING COSTS		ACTUAL CONSTRUCTION EXPENDITURES		ACTUAL ENGINEERING EXPENDITURES		ACTUAL MISCELLANEOUS EXPENDITURES		GRANT REVENUES AND DONATIONS		ACTUAL COSTS TO DATE		ACTUAL BALANCE REMAINING	
	CY2013 & 2014		CONTRACTED		CONTRACTED		CONTRACTED		CONTRACTED		CONTRACTED		CONTRACTED		CONTRACTED		CONTRACTED	
C12-6245 YB ALITZ PROPERTY ACQUISITION	\$ 298,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 298,950	\$ -	\$ 0
C12-6246 CBG FREELAND LAND ACQUISITION	\$ 204,437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,437	\$ -	\$ -
C12-6247 CBG AIRPORT 60 LAND ACQUISITION	\$ 238,687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238,687	\$ -	\$ -
C12-6248 CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -
C12-6249 BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 90,700	\$ -	\$ 5,000	\$ 21,813	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,915	\$ -	\$ 63,785
C12-6250 YB PREIST PROPERTY ACQUISITION	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -
C12-9999 MISC MINOR IMPROVEMENTS	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,193	\$ -	\$ 79,807
C13-6251 OVERALL PROGRAM MANAGEMENT	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,551	\$ -	\$ 4,450
C12-9999 CONSTRUCTION EQUIPMENT & SUPPLIES	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 263,434	\$ -	\$ 6,566
C13-6252 EL LODGE CONSTRUCTION	\$ 35,000	\$ -	\$ 4,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,180	\$ -	\$ 29,820
C13-6253 TM ACCESSIBLE TRAIL AROUND POND	\$ 175,000	\$ 66,257	\$ -	\$ 70,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,563	\$ -	\$ 47,437
C13-6254 TM OVERLIN PROPERTY ACQUISITION	\$ 74,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,257	\$ -	\$ -
C13-6255 MALLY'S STREAMBANK STABILIZATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ (400)
C13-6256 PCWLL PUBLIC AWARENESS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,949	\$ -	\$ (1,949)
C13-6258 NATURAL AREA RESTORATIONS	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,481	\$ -	\$ 11,519
C13-6259 JP CAMP STORE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	\$ -	\$ (1,050)
C13-6261 ANKENY HTT EXTENTION TO DSM	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (782,500)	\$ -	\$ 1,478,799	\$ -	\$ (578,799)	
C13-6263 MALLY'S CVT & GLW TRAIL CONNECTOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ -	\$ (1,100)
EL COVERED BRIDGE IMPROVEMENTS	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
EL SILTATION DIKES AND DREDGING	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
EL RAIN GARDENS	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
LAND ACQUISITIONS	\$ 672,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 672,333
UP ANKENY-HTT CONNECTOR-ACQUISITION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GLW TRAIL CONNECTION TO MALLY'S	\$ 33,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,800
	\$ 14,869,680	\$ 4,766,738	\$ 2,771,308	\$ 5,149,565	\$ 1,818,788	\$ 5,402,261	\$ (2,060,748)	\$ 10,309,866	\$ 4,559,814									