



BOARD MEETING

December 18, 2024

**Polk County Administration Building
111 Court Ave, Des Moines, IA 50309
RM 120 5:30 PM**

PCC BOARD MEETING AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Public Hearing – Intent to Award Contract for Crane Meadows Restoration Project**
- 4) **New Employee Introduction**
 - a. **Riley Madole – Maintenance Technician (Sleepy Hollow)**
- 5) **Nomination of 2025 PCC Board Officers**
- 6) **Financial Reports (pg 3)**
- 7) **Action on the Minutes of the Previous Meeting(s) (pg 6)**

CONSENT AGENDA

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

- 8) **Approving** bill list.
- 9) **Approving** the shifting of funding sources for two Huffcutt restroom buildings purchased for Easter Lake Park to other project budgets in an amount of \$63,975.00. (pg 10)
- 10) **Awarding** the contract to Ames Goats on the Go, LLC for goat grazing services at Easter Lake Park in a contract amount of \$29,900.00, plus a 10% contingency. (pg 16)
- 11) **Approving** payment of \$33,900 to SE Group for Business Plan services which resulted in the need of Board approval due to Polk County Conservation requests outside the original scope. (pg 18)
- 12) **Awarding** the contract for Timber Stand Improvement at Easter Lake and Fort Des Moines to Adaptive Wildlife Management in a contract amount of \$86,112.00 plus a 10% contingency. (pg 26)

ACTION ITEMS

- 13) **Approving** the purchase of 32 rentable kayak storage lockers for installation on the north side of Easter Lake Park for an amount of \$50,440.00 from Kayak Storage Systems. (pg 30)
- 14) **Approving** revisions and additions to the Employee Administrative Manual of the Polk County Conservation Board that was approved at the July 10th, 2024 Conservation Board Meeting. All changes in this manual will be effective January 1st, 2025. (pg 34)
- 15) **Approving** an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at Thomas Mitchell Park. (pg 39)

- 16) Awarding** lowest contractor bid for wetland excavation at the Crane Meadows parcel at Chichaqua Bottoms Greenbelt to Des Moines Dirt Worx, LLC in a maximum contracted amount of \$230,000.01 with a 10% contingency. (pg 53)
- 17) Approving** the purchase of Brenton Slough Phase One from the Iowa Natural Heritage Foundation which consists of 735 acres. (pg 58)

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 18) Going** into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. (pg 68)

ADJOURNMENT

Upcoming Events

- December 18 – Conservation Board Meeting, 5:30 pm at Polk Co Admin Building
- December 24-25 – Christmas Holiday. All administrative offices closed.
- Jester Park Nature Center closed December 24-25
- December 26-28 & 30-31 – Outdoor Recreation and Wellness center open extended hours for winter break.
- January 1 – New Year's Holiday. All administrative offices closed.
- Jester Park Nature Center closed January 1
- January 8 -- Conservation Board Meeting, 5:30 pm at Polk Co Administration Building

For more information on agenda items or to receive an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, please contact Polk County Conservation Office at 515-323-5300 or visit the office (12130 NW 128th St, Granger, Iowa). The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. PCCB meeting agendas are available to the public at the Polk County Conservation Office on Monday afternoon preceding Wednesday's Board meeting. Citizens can also view the Board agenda on Agency's website at www.leadingyououtdoors.org or request to receive meeting notices and agendas by email by calling the office or sending their request via email to pccb_info@polkcountyiowa.gov

2024-2025 Revenue Budget
- as of 11/30/24 (41.67% of budget year expired)

	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ -	\$ -	\$ -	0.0%
0213	Equipment	\$ 5,000	\$ -	\$ (105,999)	133.1%
6006	Environmental Ed	\$ 172,000	\$ 31,305	\$ 552,921	35.9%
6009	Natural Resources	\$ 119,000	\$ 26,318	\$ 917,826	41.9%
6101	Administration	\$ 10,500	\$ 16,640	\$ 682,760	43.8%
6103	Community Outreach	\$ -	\$ -	\$ 168,762	0.0%
6104	Conservation Grants	\$ -	\$ -	\$ (8,887)	#DIV/0!
6110	Parks Advocacy Unit	\$ 740,000	\$ 296,887	\$ 945,560	49.9%
6118	Fleet Services	\$ 19,100	\$ 4,058	\$ 432,846	45.7%
6119	Construction/Maint.	\$ 8,000	\$ 8,900	\$ 570,678	0.0%
6124	Equestrian Center	\$ 233,817	\$ 103,605	\$ 545,810	45.7%
Sub-Total - General Fund 1		\$ 1,307,417	\$ 487,713	\$ 4,702,277	37.3%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 97,000	\$ 23,873	\$ 73,127	24.6%
6127	Miscellaneous	\$ 7,500	\$ 3,865	\$ 3,635	51.5%
6128	Cabins	\$ 140,000	\$ 61,353	\$ 78,648	43.8%
6129	Lauridsen Skatepark	\$ 25,000	\$ 655	\$ 24,345	2.6%
6130	Two Rivers Park	\$ 150,000		\$ 150,000	0.0%
6131	Athene North Shore	\$ 369,313	\$ 53,278	\$ 316,035	14.4%
Sub-Total - General Fund 6		\$ 788,813	\$ 143,024	\$ 645,789	18.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 126,000	\$ 126,344	\$ (344)	100.3%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 500,000	\$ 30,150	\$ 469,850	6.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 3,200,000	\$ 531,790	\$ 2,668,210	16.6%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,000	\$ 149,280	\$ 200,720	42.7%
6126	Sleepy Hollow	\$ 1,334,100	\$ 110,809	\$ 1,223,291	8.3%
Sub-Total - Enterprises Fund 286		\$ 1,684,100	\$ 260,089	\$ 1,424,011	15.4%
Grand Total - Conservation		\$ 7,606,330	\$ 1,579,109	\$ 9,909,794	20.8%

2024 - 2025 Expense Budget
- as of 11/30/24 (41.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure			\$ -	0.0%
0213	Equipment	\$ 320,000	\$ 425,999	\$ (\$105,999)	133.1%
6006	Environmental Ed	\$ 862,753	\$ 309,832	\$ 552,921	35.9%
6009	Natural Resources	\$ 1,579,481	\$ 661,655	\$ 917,826	41.9%
6101	Administration	\$ 1,214,571	\$ 531,811	\$ 682,760	43.8%
6103	Community Outreach	\$ 263,882	\$ 95,120	\$ 168,762	36.0%
6104	Conservation Grants-FEMA	\$ -	\$ 8,887	\$ (\$8,887)	0.0%
6110	Parks Advocacy Unit	\$ 1,888,989	\$ 943,429	\$ 945,560	49.9%
6118	Fleet Services	\$ 797,165	\$ 364,319	\$ 432,846	45.7%
6119	Construction/Maint.	\$ 934,409	\$ 363,731	\$ 570,678	38.9%
6124	Equestrian Center	\$ 1,005,144	\$ 459,334	\$ 545,810	45.7%
Sub-Total - General Fund 1		\$ 8,866,394	\$ 4,164,117	\$ 4,702,277	47.0%
6125	JP Lodge	\$ 56,500	\$ 59,212	\$ (\$2,712)	104.8%
6127	Miscellaneous	\$ 29,590	\$ 8,033	\$ 21,557	27.1%
6128	JP Cabins	\$ 83,771	\$ 31,361	\$ 52,410	37.4%
6129	Lauridsen Skatepark	\$ 560,553	\$ 113,751	\$ 446,802	20.3%
6130	Two Rivers Park	\$ 301,774	\$ 153,857	\$ 147,917	51.0%
6131	Athene North Shore	\$ 332,722	\$ 85,642	\$ 247,080	0.0%
Sub-Total - General Fund 6		\$1,364,910	\$451,856	\$913,054	33.1%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 2,148,902	\$ 860,614	\$ 1,288,288	40.0%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 17,000		\$ 17,000	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 132,000	\$ 103,327	\$ 28,673	78.3%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 250,000		\$ 250,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 12,796,319	\$ 7,438,173	\$ 5,358,146	58.1%
Conservation Enterprises - Fund 286		\$ -			
6121	Golf Course	\$362,000	\$ 22,920	\$ 339,080	6.3%
6126	Sleepy Hollow	\$2,953,149	\$ 611,627	\$ 2,341,522	20.7%
Sub-Total - Enterprises Fund 286		\$3,315,149	\$634,547	\$2,680,602	19.1%
Grand Total - Conservation		\$ 28,890,674	\$ 13,652,633	\$ 15,238,041	47.3%

2021 Bond PCWLL EXPENDITURES AS OF :

November 30, 2024

SUB-LEDGER	PROJECT	May 2022 BOND ISSUANCE	JUNE 2024 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKENY)	\$ (6,500)					\$ (6,500)	\$ (6,500)	\$ -
C12-6221	JP NATURE CENTER	\$ -						\$ -	\$ -
C12-6222	CBG MASTER PLAN	\$ -	\$ 400,000		\$ 15,300	\$ 291,051		\$ 306,351	\$ 93,649
C12-6228	JP PARK IMPROVEMENTS	\$ 918,616		\$ 510,325	\$ 3,923	\$ 435,444		\$ 949,691	\$ (31,075)
	PICNIC SHELTERS	\$ 88,384						\$ -	\$ 88,384
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ -	\$ 1,000,000	\$ 711,874	\$ 8,940	\$ 72,434		\$ 793,248	\$ 206,752
C12-6232	YB PARK IMPROVEMENTS	\$ 25,000						\$ -	\$ 25,000
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 250,000	\$ 500,000	\$ 258,659	\$ 89,056	\$ 97,582		\$ 445,298	\$ 304,702
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 313,666	\$ 250,000	\$ 42,652	\$ 35,285	\$ 180,540		\$ 258,478	\$ 305,188
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 0				\$ 1,032		\$ 1,032	\$ (1,032)
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 15,169				\$ 15,169		\$ 15,169	\$ -
C13-6256	PCWLL PUBLIC AWARENESS	\$ -				\$ 4,930		\$ 4,930	\$ (4,930)
C13-6258	NATURAL AREA RESTORATIONS	\$ 1,221,662	\$ 575,000		\$ 22,747	\$ 1,784,532	\$ (250,950)	\$ 1,556,330	\$ 240,332
	SOFT TRAIL UPGRADES	\$ 100,000				\$ 4,324		\$ 4,324	\$ 95,676
C14-6272	EL RAIN GARDENS					\$ 7	\$ 12,604	\$ 12,611	\$ (12,611)
C14-6275	GWT	\$ -				\$ 30		\$ 30	\$ (30)
C15-6277	WATER QUALITY	\$ 1,857,705	\$ -	\$ 632,606	\$ 95,426	\$ 1,514,959	\$ (1,267,950)	\$ 975,042	\$ 882,663
C17-6291	4-MILE BANE PROPERTY	\$ 27,762				\$ 27,762		\$ 27,762	\$ (0)
C17-6297	CBG-DYKSTRA PROPERTY	\$ 3,404			\$ 3,404		\$ (50,000)	\$ (46,596)	\$ 50,000
C17-6299	CBG-K KIMBERLY PROPERTY	\$ 835,850				\$ 3,492	\$ (422,879)	\$ (419,387)	\$ 1,255,237
C18-6312	MISCELLANEOUS LAND	\$ 23,185			\$ 4,785	\$ 16,236	\$ -	\$ 21,021	\$ 2,164
C19-6324	4-MILE GREENWAY RESTORATION	\$ 17,162				\$ 11,000		\$ 11,000	\$ 6,162
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ 500,000		\$ 5,029,042	\$ 1,170,149	\$ 539,868	\$ (927,188)	\$ 5,811,871	\$ (5,311,871)
C19-6334	CBG LANE PROPERTY	\$ 19,548	\$ -			\$ 19,548		\$ 19,548	\$ 0
C20-6343	4-MILE/SLEEPY HOLLOW	\$ 2,850,000	\$ 250,000	\$ 1,304,341	\$ 188,670	\$ 1,528,968		\$ 3,021,979	\$ 78,021
C20-6343	4-MILE/SLEEPY HOLLOW LAND ACQUISITION	\$ 1,752,500				\$ 1,752,500		\$ 1,752,500	\$ -
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS	\$ 250,000			\$ 5,914	\$ 239,803		\$ 245,717	\$ 4,283
C20-6348	ARTIFACTS	\$ 54,710				\$ 54,710		\$ 54,710	\$ -
C20-6349	FOURMILE BIKE PARK	\$ 150,000	\$ 500,000	\$ 451,239	\$ 111,115	\$ 29,269	\$ (4,000)	\$ 587,623	\$ 62,377
C20-6352	HTT TO POLK CITY	\$ 523,825	\$ 800,000		\$ 4,652	\$ 519,373		\$ 524,025	\$ 799,800
C20-6353	SPECK PROPERTY	\$ 20,388				\$ 21,238		\$ 21,238	\$ (850)
C21-6354	TRAILS END MITIGATION BANKING	\$ 4,000,000		\$ 8,357,005	\$ 256,423	\$ 6,529	\$ (3,127,701)	\$ 5,492,255	\$ (1,492,255)
C22-6355	SUSTAINABILITY	\$ 320,000	\$ 180,000			\$ 372,868		\$ 372,868	\$ 127,132
C22-6356	4-MILE/MEEK	\$ 232,684				\$ 232,684		\$ 232,684	\$ (0)
C22-6357	4-MILE/LOCKARD	\$ 2,260			\$ 380	\$ 1,880		\$ 2,260	\$ -
C23-6358	CBG - BAILEY PROPERTY	\$ 435,529				\$ 465,529	\$ (91,642)	\$ 373,887	\$ 61,642
C23-6359	SKATEPARK PARKING LOT	\$ 250,000	\$ 250,000	\$ 1,635,881	\$ 365,695	\$ 13,424		\$ 2,015,000	\$ (1,515,000)
	BOS	\$ 2,100,000						\$ -	\$ 2,100,000
C23-6360	SEPTICS	\$ 300,000			\$ 6,300	\$ 178,804	\$ -	\$ 185,104	\$ 114,896
	BOS	\$ 300,000						\$ -	\$ 300,000
C23-6361	ALLEMAN/ZIEL	\$ 378,227			\$ 2,930	\$ 378,297		\$ 381,227	\$ (3,000)
C23-6362	CAMP DODGE/HARDING	\$ 10,464				\$ 1,300,464	\$ (1,310,800)	\$ (10,336)	\$ 20,800
C23-6363	YE-DEATON (MILDRED)	\$ 317,172				\$ 317,172		\$ 317,172	\$ 0
C23-6364	BRENTON SLOUGH	\$ 231	\$ 1,000,000			\$ 231		\$ 231	\$ 1,000,000
C24-6365	BRANDING	\$ 175,000				\$ 205,536		\$ 205,536	\$ (30,536)
C24-6366	ICON WATER TRAILS	\$ 1,500,000	\$ 25,000			\$ 1,249,426		\$ 1,249,426	\$ 275,574
C24-6367	WATER TRAILS - CONSERVATION	\$ -			\$ 5,188			\$ 5,188	\$ (5,188)
C24-6368	JPEC - MOLD REMEDIATION	\$ 20,569		\$ -		\$ 20,569		\$ 20,569	\$ 0
C24-6369	CMO SHOP	\$ 180,000	\$ 1,820,000		\$ 35,831	\$ 15,081		\$ 50,912	\$ 1,949,088
C24-6370	JPNC TERRACE	\$ 80,000	\$ 200,000		\$ 49,600	\$ 31		\$ 49,631	\$ 230,369
C24-6372	DEIA INITIATIVE	\$ 25,000	\$ 25,000			\$ 7,925		\$ 7,925	\$ 42,075
C24-6373	PUBLIC ART	\$ 40,000	\$ 40,000			\$ 27,196		\$ 27,196	\$ 52,804
C24-6374	TRAILS END MITIGATION BANKING II	\$ -			\$ 34,737	\$ 14,304	\$ (49,042)	\$ (1)	\$ 1

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November 30, 2024

SUB- LEDGER	PROJECT	May 2022 BOND ISSUANCE	JUNE 2024 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C24-6375	CAMP DODGE/KARIMI	\$ 248,190				\$ 248,190		\$ 248,190	\$ (0)
C24-6376	TECHNOLOGY	\$ 10,000	\$ 10,000			\$ 6,470		\$ 6,470	\$ 13,530
C24-6379	EASTER LAKE SOUTH SHORE	\$ -	\$ 1,000,000	\$ 303,907	\$ 7,114	\$ 87,937		\$ 398,958	\$ 601,042
C25-6382	CBG PLAYSCAPE	\$ -				\$ 362	\$ (10,000)	\$ (9,638)	\$ 9,638
C24-6383	CBG- LEHS PROPERTY	\$ -			\$ 805	\$ 1,601,490		\$ 1,602,295	\$ (1,602,295)
C24-6384	EM SHOP ADDITION	\$ -				\$ 4,971		\$ 4,971	\$ (4,971)
C22-9999	MINOR BOND IMPROVEMENTS	\$ 469,245	\$ 275,000			\$ 755,044	\$ (2,000)	\$ 753,044	\$ (8,799)
	JPEC ROOF REPLACEMENT	\$ 154,995				\$ 154,995		\$ 154,995	\$ (0)
	FUEL TANK REPLACEMENT	\$ 69,055				\$ 69,055		\$ 69,055	\$ 0
C22-9998	INTEREST INCOME	\$ -					\$ (1,358,846)	\$ (1,358,846)	\$ 1,358,846
	CBG-SKUNK RIVER BRIDGE	\$ -	\$ 250,000					\$ -	\$ 250,000
	JPEC ACCESSIBILITY & SAFETY UPGRADES	\$ -	\$ 400,000					\$ -	\$ 400,000
	WFPO RESTORATION MATCH	\$ -	\$ 1,000,000					\$ -	\$ 1,000,000
	TM PLAYGROUND RENOVATIONS	\$ 800,000						\$ -	\$ 800,000
	BOND ISSUANCE COST	\$ 164,415						\$ -	\$ 164,415
	OPERATING TRANSFER MOVE FROM FUND 51 TO 46	\$ 17,617						\$ -	\$ 17,617
	RETENTION FEE (5%)	\$ 500,000						\$ -	\$ 500,000
	TAXABLE PORTION OF BOND	\$ 2,995,000						\$ -	\$ 2,995,000
LAND ACQ	LAND ACQUISITIONS	\$ -	\$ 1,000,000					\$ -	\$ 1,000,000
		\$ 27,907,688	\$ 11,750,000	\$ 19,237,533	\$ 2,531,968	\$ 16,904,263	\$ (8,866,894)	\$ 29,806,869	\$ 9,850,819



AGENDA OUTLINE/MINUTES TEMPLATE

November 13, 2024

Athene North Shore at Easter Lake - Event Center

2816 Shoreline Road, Des Moines, IA 50320

RM 120 5:30 PM

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD (ESTABLISHED 1956)

The Polk County Conservation Board met in person for regular session Wednesday, October 9, 2024. The meeting was called to order at **5:30** p.m.

#24-1101 **Roll Call**

Members Present: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

#24-1102 **Public Comments**

#24-1103 **Public Hearing – Intent to Award Contract for Vegetation and Debris Removal in the Fourmile Creek Greenway**

#24-1104 **Financial Reports** (pg 3)

#24-1105 **Action on the Minutes of the Previous Meeting(s)** (pg 6)

MOVED BY Lewis to approve the October 9, 2024 meeting minutes.

SECONDED BY Crane

Vote Yea: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

CONSENT AGENDA

#24-1106 **Approving** bill list.

#24-1107 **Approving** 2025 user fee rate adjustments. New fees apply effective on January 1, 2025. (pg 10)

#24-1108 **Approving** Iowa Department of Natural Resources Wildlife Habitat Stamp grant resolution requirement for a woodland restoration project at Brenton Slough. (pg 13)

LET THE RECORD SHOW it was moved by **Crane** to approve the consent agenda.

SECONDED BY Lewis

Vote Yea: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

ACTION ITEMS

- #24-1109 **Approving** the Professional Service Agreement with Snyder and Associates for the Design/Engineering for the Polk City Junction Trail project in an amount not to exceed \$85,000.00. (pg 15)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-1109.

SECONDED BY Lewis

Vote Yea: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

- #24-1110 **Approving** a 60' x 24' extension to the north side of the Fleet Shop for a total cost of \$215,625.34 with a 10% contingency. (pg 26)

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 24-1110.

SECONDED BY Crane

Vote Yea: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

- #24-1111 **Awarding** of Contract for the plans, specifications, form of contract, and cost estimates for Vegetation and Debris Removals in the Fourmile Creek Greenway to Des Moines Dirt Worx in a contract amount of \$105,000.00 plus a 10% contingency. (pg 34)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-1111.

SECONDED BY Lewis

Vote Yea: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

- #24-1112 **Approving** Change Order 5 for the Sleepy Hollow Improvement project for the pond repairs in an amount Not to Exceed \$79,843.00. (pg 44)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-1112.

SECONDED BY Lewis

Vote Yea: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

BOARD DISCUSSION

Director Remarks

Handout: Fourmile Greenway Stormwater Best Management Practices – kudos to PCC staff who have been working on Fourmile!

Handout: Athene North Shore at Easter Lake Donor Letter – sent to previous donors and potential donors in an effort to raise an additional \$100,000 by March 2025 to fund operations. Will also be sent to park users and residents in the area.

Lewis: what will the \$100,000 used for?

Rankin: it will be used to pay Devon Boes salary in addition to funding on-site training for programming with partner organizations.

Leopold:

The ICON site on the Racoon River in West Des Moines is progressing. Pics coming in December and the site is almost completed with dedication planned for spring 2025.

The ICON site across from Gray's Lake is almost at 90% designed. The contract for bids will be going out in spring 2025.

Lauridsen Skatepark is mostly complete with the exception of the power being turned on (waiting on MidAmerican).

Fendrick: The Four Mile Mountain Bike Park is behind schedule, but the work that has been done is high quality and trails are living up to expectations. There will be a big push to complete the project by winter this year. All the trails on the east side of the creek are 99% done – the last 100 feet of the last trail needs completed yet. One trail line has been smoothed in around the dirt pile and two additional trail lines have been roughed in. Big boulders have been installed along with several additional trail features. Saturday, Nov 16th is the CITA community ride/soft opening of the park and PCC is hoping to gather feedback on the trails. Phase 2 of the park will encompass construction of the concrete parking lot and restroom in the spring 2025 with completion by end of summer 2025. Phase 2 contract bid will be on December PCCB meeting agenda. Solar lighting will also be installed.

PCC has been focused on planning the new '26/'27 fiscal year budget. ***Handout of Decision Package Packet and review***

January 21st, 2025, 10:00 AM will be the PCC budget hearing with the Polk County Board of Supervisors. Ongoing communications with Polk County leadership infer that nothing extra will be granted within the new fiscal year budgets, in response to the state legislation that created a cap for county growth. PCC has tempered its budget/decision package request accordingly.

Decision Package Contents:

1. **Operating Budget & Inflationary/Growth Requests**
2. **Extra Help Budget Reconciliation**
3. **2024 Storm & Flood CleanUp**
4. **Wage Adjustment for Youth Corps Program Assistant**
5. **Retention of PCC Rental Revenue to offset rental property costs**
6. **Approval of FTE from previous fiscal year**
7. **Sleepy Hollow Operations Budget**

Annual Budget Considerations:

1. **BodyCam Law Enforcement Connectivity with Polk County Sheriff's Office**
2. **Cell Phone Hot Spots & Upcoming Software Needs**
3. **Bridge & Culvert Rehabilitation Projects**
4. **Sleepy Hollow Fundraising Ask**
5. **EV Tax Credit Revenue**
6. **Future Staffing Needs**

Board Remarks –

Lewis – where are we at with Two Rivers Park?

Leopold – progress has stalled due to permitting challenges with the US Army Corps of Engineers. Construction may be finished in the next month or two. Grand Opening has been pushed to July/August 2025.

Mollenhauer – Agenda Item 24-1015 (October PCCB Meeting) was tabled and must be tabled again until the December PCCB Meeting (due to Altringer/Feltner absences today).

Leopold – I have put together a policy white paper and reviewed with new HR director, Josie Lewis and hopefully can achieve alignment with downtown HR/BOS. The terms have been fashioned per the input PCC Board Members provided at the October meeting.

Mollenhauer – PCC Board Chair, Jill Altringer, has won the election for the Polk County Board of Supervisor chair – congratulations!

CLOSED SESSION

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in closed session Wednesday, November 13, 2024 at 7:02 p.m.

MOTION:

#24-1112

MOVED BY Crane to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. (pg 44)

SECONDED BY Lewis

VOTE YEA: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

MEMBERS PRESENT: **Lewis, Mollenhauer, Crane, Leopold, Rankin, Cook, Stoklasa, Sheeley, Clark**

MOTION: Moved by Lewis Seconded by Crane to go back into open session.

VOTE YEA: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

The Board returned to open session.

There was no action taken during closed session.

MOTION: Moved by Lewis to adjourn. Seconded by Crane.

VOTE YEA: **Mollenhauer, Crane, Lewis**

Members Absent: **Altringer, Feltner**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD AND WITH NO OBJECTIONS, THIS MEETING IS ADJOURNED.

Meeting adjourned at 7:18 p.m.

	Date	December 18, 2024
	Item No. Roll Call No. Submitted by:	CONSENT 24-1209 Adam Fendrick Park Planner

AGENDA HEADING:

Approving the shifting of funding sources for two Huffcutt restroom buildings purchased for Easter Lake Park to other project budgets in an amount of \$63,975.00.

INFORMATION:

With **Roll Call 24-0312**, The Polk County Conservation Board approved funding for the Easter Lake Southside project. Within that budget was funding for two manufactured restroom buildings. The buildings were purchased early on to accommodate for the 12-week lead-time. Meanwhile, through the permitting process, Polk County Conservation discovered that the City of Des Moines had updated their building code to the 2022 Building Code and the two restrooms did not meet the new code. The new Code stipulated that the ADA turning radius needed to be 6-inches larger.

Since the buildings were already purchased, and PCC has other parks within the system (and outside the City of Des Moines) that can use a restroom facility, we will honor our original purchase of the buildings and relocate them to other parks that are in need of a restroom. The double-vault restroom will go to Chichaqua Bottoms Greenbelt where a future bond project is in planning to relocate the tent campground. The other single-vault restroom will go to Sycamore Trails.

Staff will still install restrooms at Easter Lake per the original project plan. Staff has been in discussions with the manufacturer and they can make the restrooms comply with the 2022 Building Code. Staff will reorder the restrooms for Easter Lake in early 2025 with the funds approved under the original project budget.

FISCAL IMPACT:

<u>Amount:</u>	<u>\$63,975.00</u>	<u>Total Amount</u>
	\$29,725.00	Double-Vault (Bond -Chichaqua Improvements)
	\$16,350.00	Single-Vault (Bond – Trails)

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):

Date: March 13, 2024

Roll Call: 24-0312 **(Yea – 5)**

Action: Approving 2024-2026 bonds funds for park improvements at Easter Lake Park in an amount of \$1,000,000.00.

RECOMMENDATION:

Approving the shifting of funding sources for two Huffcutt restroom buildings purchased for Easter Lake Park to other project budgets in an amount of \$63,975.00.



4033 123RD STREET
CHIPPEWA FALLS WI 54729
715-723-7446

Quote

Order# : 10076

Date: 03/18/2024

Billed To: POLK COUNTY CONSERVATION
12130 NW 128TH STREET
GRANGER IA 50109

Project: EASTER LAKE PARK
WOOD DUCK DOUBLE URINAL
& TEAL VAULT TOILET

This quote is valid for 30 days

Purchase Order#:

Description	Quantity	Price	Ext Price
WOOD DUCK VAULT TOILET WITH DOUBLE URINAL	1.00	\$29,725.00	\$29,725.00
TEAL VAULT TOILET	1.00	\$16,350.00	\$16,350.00
Delivery	3.00	\$3,300.00	\$9,900.00
Crane Rental, can be provided by contractor	1.00	\$8,000.00	\$8,000.00

OK KR

Taxable Amount:	0.00
Sales Tax:	0.00
Quote Total	63,975.00

Kami Rankin
3-20-24

Taxes:

All applicable Federal, State and local taxes will be added to these prices.

Bid and Performance Bonds:

this quote does not include any bid or performance bonds. If either are required they will be added to the quote.

Professional Services/Certifications:

Architectural, structural or MEP calculations and/or stamps are not included unless specified on this quote. This quote also does not include any state manufacturer certifications/insignias. Please call for a quote if needed.

Payment Terms:

30% down payment at time of order. 30% payment at time of shipping. Balance net 30 days after invoice at time of shipment. Interest at 1.5% per month after 30 days from date of invoice unless prior arrangements have been made. Under no circumstances can retainage be held by customer.

Quotation Term:

This offer is good for 30 days from date of this quotation. Prices subject to change without notice after 30 days.

Storage:

If delivery is delayed more than 30 days after product is ready to ship, an invoice will be submitted for payment and subject to the terms above. After 60 days of storage a fee may be assessed at a rate of 1% of the total invoice per month until delivery.

Responsibilities of the Owner/General Contractor:

All excavation, elevations and permits will be the responsibility of the contractor or purchasing party.

Contractor is responsible for providing clear access for the crane and semis under their own power. These vehicles can weigh in excess of 100,000#. Clear access requires sufficient turning and maneuvering radius, suitable soil or provided alternatives to support these vehicles under their own power and free of overhead obstacles (including power lines). Additional charges may be assessed if reasonable means are not provided.

Working radius of the crane will be 35' or less with the semi sitting next to the crane. Additional charges will apply if a larger working radius is required. Crane rental may be provided by others.

Owner/General Contractor are responsible for providing a suitable foundation for the building. We can provide you with the weight of the building. Frost walls or grade beam are acceptable but you will need to determine your soil conditions and State/Local building codes.

It is the responsibility of the owner/contractor to comply with any building codes, permits and special requirements. Huffcutt Concrete, LLC can incorporate any special requirements into your building as said owner/general contractor informs Huffcutt Concrete, LLC prior to building being manufactured. Some special requirements may incur an additional charge.

Owner/General Contractor will be responsible for roughing in the plumbing supply lines, waste line, electrical, floor drains and plumbing vent lines. Huffcutt Concrete, LLC will provide you with a mechanical rough in drawing.

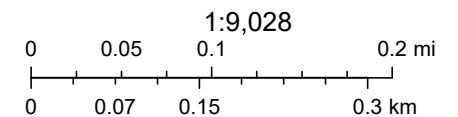
During the installation the contractor or owner will provide site personnel who are knowledgeable, has the authority to make decisions and resources available to make changes if necessary. Prior to setting of the building, Huffcutt Concrete, LLC will verify the foundation to be level within 1/4" and mechanical rough in locations are accurate. After the building is set Huffcutt Concrete, LLC will perform the final caulking, ridge cap, paint touch up and shipping and handling adjustments and repair. Owner/General Contractor will be responsible for the final onsite mechanical connections in the building. These include, but not limited to water supply line, waste lines, plumbing vent lines, electrical connection to the service panel and any tightening of fittings that may have loosened during shipping and handling.

ArcGIS Web Map



12/11/2024, 10:26:33 AM

 Override 1  Tax Parcels  Streets



Auditor's Office, Polk County, Iowa, USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names

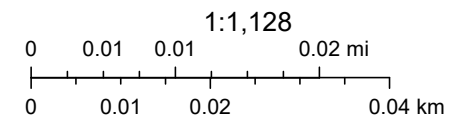
Polk County, Iowa

ArcGIS Web Map



12/11/2024, 10:23:20 AM

 Override 1  Tax Parcels  Streets



Auditor's Office, Polk County, Iowa

	Date	December 18, 2024
	Item No. Roll Call No. Submitted by:	CONSENT 24-1210 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Awarding the contract to Ames Goats on the Go, LLC for goat grazing services at Easter Lake Park in a contract amount of \$29,900.00, plus a 10% contingency.

INFORMATION:

Polk County Conservation is currently restoring many areas of woodland along the southern portion of Easter Lake Park. These woodlands had many invasive species throughout and a fairly closed canopy which shaded out forest floor vegetation, making the area susceptible to soil erosion and nutrient loading into the lake. Staff have already removed a majority of the invasive shrubs in this area and have put together a plan to manage the regrowth of invasive understory vegetation throughout the year. The first phase of this plan is to implement goat grazing as a technique to control woody re-sprouts of invasive shrubs. Goats are very effective at managing this issue, and greatly reduces the amount of herbicide used on the landscape to achieve this goal.

PCC staff have worked with Ames Goats on the Go, LLC on other projects and have been pleased by their work. The contract for this work will include grazing on approximately 26 acres on the south side of the lake (see attached map). The goats are projected to graze about an acre per day, and will graze these areas two different times throughout the growing season. This work will take place from May through September. Goats are an effective management tool that can also be used for environmental education in the park as the grazing areas will be highly visible to the public. A portion of this project will be supported by DNR Section 319 grant funds.

FISCAL IMPACT:

<u>Amount:</u>	\$29,900.00	Contract Amount
	\$2,990.00	10% Contingency
	\$32,890.00	Not to Exceed

<u>Funding Source:</u>	DNR Grant Funding	\$22,425.00
	2022 Bond NR Budget	\$10,465.00

PREVIOUS BOARD ACTION(S):

Date: February 14, 2024

Roll Call: #24-0216 **(Yea-5)**

Action: Awarding the contract to Ames Goats on the Go, LLC for goat grazing services at Fort Des Moines Park in a contract amount of \$59,800.00, plus a 10% contingency.

RECOMMENDATION: Awarding the contract to Ames Goats on the Go, LLC for goat grazing services at Easter Lake Park in a contract amount of \$29,900.00, plus a 10% contingency and authorizing the Director or their designee to sign the contract.

Project Location



	Date	December 18, 2024
	Item No. CONSENT Roll Call No. 24-1211 Submitted by: Jeff Condon Leisure Services Manager	

AGENDA HEADING:

Approving payment of \$33,900 to SE Group for Business Plan services which resulted in the need of Board approval due to Polk County Conservation requests outside the original scope.

INFORMATION:

The Sleepy Hollow Business Plan was completed by SE Group in the fall of 2024. This report reflects Polk County Conservation's (PCC) commitment to delivering accurate, actionable results while effectively adapting to unforeseen requirements that emerged throughout the process.

The initial proposal from SE Group quoted a contract amount of \$24,900 which did not require Board approval. During the planning process, PCC was unable to provide some deliverables that were originally agreed upon such as adequate CAD/GIS analysis work. SE Group needed to add in these services. Additionally, PCC did request tailored exploration of data that led to a modified plan that better suited our needs. To satisfy this request, the SE Group developed a comprehensive plan that provided PCC with critical data and insights, ensuring the project outcomes were fully customized to support future operational success. These adjustments, while outside the original scope, were essential to ensure the project's outcomes aligned with PCC's needs and long-term objectives.

With the contract amount now exceeding \$25,000, staff is seeking Board approval.

PREVIOUS BOARD ACTION(S): None

FISCAL IMPACT:

Amount: \$33,900

Funding Source: Sleepy Hollow Operating Budget

RECOMMENDATION:

Approving payment of \$33,900 to SE Group for Business Plan services which resulted in the need of Board approval due to Polk County Conservation requests outside the original scope.



February 6, 2024

Jeffrey Condon
Leisure Services Manager
Polk County Conservation
Granger, Iowa

Transmitted via email: Jeffrey.Condon@polkcountyiowa.gov

RE: Sleepy Hollow – Preliminary Capacity Analysis and Business Planning Review

Jeff,

SE Group is pleased to present this proposed Scope of Work (SOW) for the completion of a Preliminary Capacity Analysis and Business Planning Review for ski facilities at Sleepy Hollow. Drawing from over 65 years of experience in the mountain resort industry, SE Group is uniquely qualified to provide expert analysis of the existing facilities, past operations, and future potential of ski and recreation facilities at Sleepy Hollow.

We understand that Polk County Conservation's primary purpose for engaging SE Group is the Business Planning Review. As part of this engagement, SE Group views undertaking a Preliminary Capacity Analysis as a prerequisite to opining on the financial outlook of the ski facilities. This foundational analysis will establish the capacity of the ski facility, to which related facilities (i.e., guest services space, parking) may be balanced, and from which ski-related visitation projections may be realistically assumed in future work. Understanding the scope and scale of the existing facility will allow for industry benchmarking, which will provide metrics related to establishing revenue and expense projections for the ski operation.

SE Group's terms and conditions are included in this SOW as Appendix A.

SCOPE OF WORK

1. Preliminary Capacity Analysis

SE Group will undertake preliminary ski area capacity modeling to estimate the capacity of existing and planned ski-related facilities at Sleepy Hollow. This will establish an estimated "design capacity", which represents a daily guest population to which all ski area functions should be balanced. The design capacity is a planning parameter that can be used to establish the correct size of the primary guest service facilities of a ski area, including lodge space, restaurant seats, parking, etc.

This design capacity is referred to as Comfortable Carrying Capacity (CCC) and signifies the level of utilization that provides a pleasant recreational experience, without overburdening the ski area infrastructure. Accordingly, CCC does not indicate a maximum level of visitation, but rather the number of visitors that can be "comfortably" accommodated at a ski area on a daily basis. Calculating Sleepy Hollow's estimated CCC will allow SE Group to project the ski area's potential to accommodate future visitation.

SE Group will use Sleepy Hollow's estimated CCC to evaluate the *burden* that ski and snowboard-related guests will place on guest service facilities (rental, ski school, F&B, etc.), parking, and other park infrastructure. This evaluation of *burden* can be used to evaluate whether the ski operation and broader park facilities will be in *balance*.

More detailed capacity modeling including terrain capacity and ability level distribution, as well as planning to correct any imbalances identified from this initial exercise and/or the more detailed capacity modeling update, would be part of a subsequent SOW.

2. Business Planning Review

Utilizing the findings of the Preliminary Capacity Analysis (Task #1), SE Group will provide a detailed review of the Business Plan that Polk County Conservation has prepared. Our intention will be to assist in vetting the content, expectations, and assumptions of future operation of the ski area. This process will involve two steps:

1. **Industry Benchmarking:** We will provide a comparative financial analysis for ski areas of similar size and complexion to the future ski facilities at Sleepy Hollow. This comparative analysis, or "Benchmark Assessment," will provide Sleepy Hollow with informed metrics for departmental revenue and operational expenses goals. After one season of operating, this comparative analysis will enable Sleepy Hollow to determine where it is overperforming, underperforming, and meeting ski area expectations, as well as set realistic financial targets for future operations.
2. **Reviewing Polk County Conservation's Business Plan:** SE Group understands that Polk County Conservation has prepared a business plan for Sleepy Hollow's ski facilities. Using the findings of our analysis and benchmark, and pulling from our extensive industry experience, SE Group will evaluate the assumptions in Polk County Conservation's Business Plan and recommend adjustments as necessary.

ADDITIONAL SERVICES

Optional services that would add value to the process include:

1. **Ski Area Master Plan.** As noted above, this would include a more comprehensive assessment of the existing conditions of the ski facility, as well as planning related to the upgrading and expansion to address identified deficiencies and opportunities.
2. **Overall Recreational Capacity Calculations:** In addition to calculating the daily capacity (CCC) of the ski facility, SE Group can conduct capacity studies for other activities offered at Sleepy Hollow Sports Park. These capacity studies, when combined with the CCC for Sleepy Hollow's ski-specific offerings, will illuminate the park's overall recreation capacity, by season. This seasonal recreation capacity will be used to evaluate whether infrastructure and facilities, as designed, may meet the park's overall needs throughout the year.
3. **Site Visit:** While we are able to conduct the tasks outline in this SOW without a site visit, time on site and in-person always bring additional value to the exercise. This one-day visit, which is recommended to occur at the beginning of our engagement, would include a tour of the facility and discussions with the operating team.
4. **Additional Financial Modeling:** SE Group's initial review of the current Business Plan may trigger the need for additional financial modeling/business planning. Should this need arise, we will discuss the complexity of this work and develop a revised SOW accordingly.

If you are interested in any of these additional services, pricing can be discussed.

CONCLUSION

The professional fees for all work outlined in this SOW will be \$24,900 (Preliminary Capacity Analysis = \$9,900 and Business Planning Review = \$15,000). Any project-related expenses will be billed in addition to labor.

If this meets with your approval, your signature below, and our attached Terms and Conditions, shall serve as a contract between us. Upon receipt of a \$10,000 retainer, this project could begin at any time. We expect the work to take two to three months to complete. The exact project completion timeline will depend upon how promptly the information required for analysis and planning is provided.

We look forward to working with the Sleepy Hollow team.

Respectfully Submitted,
Sno.engineering, Inc. (d/b/a SE Group)

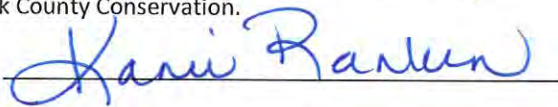


Claire Humber
Director of Resort Planning

ACKNOWLEDGED AND ACCEPTED:

This letter of proposal and SE Group's Terms and Conditions as attached comprise the total agreement between SE Group and Polk County Conservation.

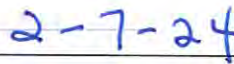
By: _____



Title: _____



Date: _____



APPENDIX A

SE Group
(Sno.engineering, Inc., d/b/a SE Group)

TERMS AND CONDITIONS

Retainers: All retainers will be applied to final project billing to Client.

Compensation:

A. Billings to Client for all work in connection with the Scope-of-Work shall consist of the following:

Professional Fees: Professional services performed by SE Group will be billed monthly as a percent completed of the fixed dollar amount set forth in the attached letter or proposal, in addition to Direct Expenses and Sub-Consultant Fees.

Direct Expenses: Direct expenses include, but are not limited to, travel and travel related costs such as actual transportation costs, food, subsistence and lodging, printing, maps, documents prepared by others, materials, in-house prints, copies, renderings, models and mock-ups, plots, any expenses for insurance coverage or limits of insurance which are in excess of that normally carried by SE Group and other similar direct expenses related to the completion of the Scope-of-Work. All Direct Expenses will be billed at cost, plus ten (10%) percent.

Sub-Consultants Fees: Sub-Consultant time and expenses, if any, will be billed at cost, plus ten (10%) percent.

B. Billings to Client for all work in connection with Additional Services shall consist of the following:

Professional Fees: All professional services performed by SE Group will be billed on an hourly basis.

SE Group's hourly rates for calendar year 2024 are as follows:

Principals/Directors	\$195 - \$320
Senior Associates	\$170 - \$240
Associates	\$125 - \$180
Professional Staff	\$100 - \$160
Administrative Support	\$90 - \$160

The above hourly rates will be adjusted on an annual basis, effective January 1 of each ensuing year.

Direct Expenses & Sub-Consultants Fees: Same as stated above, at cost, plus ten (10%) percent.

Any changes in services or work pursuant to "Change in Scope-of-Work" below shall be deemed "Additional Services."

Payment Terms: SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge", which is the greater of twenty (\$20.00) dollars, or one and one-half (1½%) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

Termination: If the Client fails to make payments to SE Group in accordance with the "Payment Terms" above, SE Group may, at its sole discretion, elect either to temporarily suspend or terminate all work and services. SE Group will give seven (7) days notice, in writing, to Client of any said suspension or termination. Other than termination for non-payment, either party may terminate this Agreement upon five (5) days notice, in writing to the other.

In the event the Client terminates SE Group's services by notice as provided for in the preceding paragraph, SE Group shall be paid an amount equal to services provided, and expenses incurred, from the beginning of the work to the date set forth in the notice of termination, billed on the basis of Additional Services as outlined above in "Compensation," at SE Group's then current hourly rates.

In the event of termination by SE Group for reasons other than non-payment, SE Group shall be paid by Client an amount equal to the pro-rata amount of the fixed fee for "Professional Fees" (which represents work completed by SE Group in relation to the total Scope-of-Work), plus "Direct Expenses" and "Sub-Consultant Fees" incurred to the date set forth in the Notice of Termination.

In the event of termination of SE Group's services for any reason, SE Group shall be paid "Termination Expenses" which include time and expenses necessary for both itself and for its Sub-Consultants to finalize analyses and records as necessary, and to complete any reports on services already performed, in a manner appropriate for the professional services provided. Billing of these expenses shall be as Additional Services; and are in addition to Professional Fees, Direct Expenses, and Sub-Consultant Fees incurred to the date set forth in the Notice of Termination attributable to work performed on the Scope-of-Work and any previously authorized Additional Services.

Client hereby waives any and all claims for consequential damages arising out of any disputes or other matters relating to this Agreement, including, without limitation, consequential damages due to said termination. Specifically, but without limiting the generality of the foregoing, Client hereby waives on claims for damages incurred by Client for rental expenses, for losses of use, income, project financing, business and reputation. In no event shall SE Group's liability arising out of any claims or demands exceed the amount paid for Professional Fees as defined in "Compensation" above.

Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by SE Group and its Sub-Consultants are instruments of service for use solely with respect to this project. SE Group and its Sub-Consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement SE Group grants to the Client a non-exclusive license to reproduce said instruments of service solely for the purposes of the project described in the Scope-of-Work, provided that the Client shall comply with all obligations including prompt payment of all sums when due under this Agreement. SE Group shall obtain similar non-exclusive licenses from its Sub-Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of instruments of service and shall return to SE Group within seven (7) days of termination all originals and reproductions in the Client's

possession or control. If and upon the date SE Group is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the project.

Except for the licenses granted in the preceding paragraph, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SE Group. However, the Client shall be permitted to authorize any Contractor, Subcontractors, or material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the project by license granted above. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of SE Group and its Sub-Consultants. The Client shall not use the instruments of service for future additions or alterations to this project or for other projects, unless it obtains the prior written agreement of SE Group. Any unauthorized use of the instruments of service shall be at the Client's sole risk and without liability to SE Group and SE Group's Sub-Consultants.

Change in Scope-of-Work: The Scope-of-Work to be performed by SE Group is as set forth in the attached letter or proposal. Change in services or in the Scope-of-Work including services required of SE Group's Sub-Consultants, may be accomplished, without invalidating the authorization contained in the attached letter or proposal, if mutually agreed in writing, if required by circumstances beyond SE Group's control, or if SE Group's services are affected as described below. In the absence of mutual agreement in writing, SE Group shall notify the Client prior to providing such services. If the Client deems that all or a part of such change in services is not required, the Client shall give prompt written notice to SE Group, and SE Group shall have no obligation to provide those services. Except for a change due to the fault of SE Group, change in services of SE Group shall entitle SE Group to an adjustment in compensation in accordance with the "Compensation" paragraph above.

If any of the following circumstances affect SE Group's services for the project, SE Group shall be entitled to an appropriate adjustment in SE Group's schedule and compensation: 1) change in the instructions or approvals given by the Client that necessitate revisions in instruments of service; 2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments of service; 3) decisions of Client not rendered in a timely manner; 4) material change in the Scope-of-Work including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method; 5) failure of performance on the part of the Client, or the Client's consultants or contractors; 6) preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where SE Group is party thereto and, except as provided for in the Scope-of-Work.



Date

December 18, 2024

Item No.

CONSENT

Roll Call No.

24-1212

Submitted by:

**Cassandra Cook
Conservation Ecologist**

AGENDA HEADING:

Awarding the contract for Timber Stand Improvement at Easter Lake and Fort Des Moines to Adaptive Wildlife Management in a contract amount of \$86,112.00 plus a 10% contingency.

INFORMATION:

Polk County Conservation (PCC) is in the middle of two restoration grant projects – one at Easter Lake and one at Fort Des Moines. Each project has received grant funding for woodland restoration, which involves addressing habitat degradation by invasive species and increasing the health of the canopy by selective thinning. Staff have already removed a majority of the invasive shrubs in this area and have managed weed growth throughout the year with goat grazing. The final part of the plan is performing a Timber Stand Improvement to reduce the presence of “weedy trees” and allow the mature oaks, walnuts, and hickories enough space in the canopy to thrive. PCC staff solicited bids from contractors to perform this timber stand improvement, with work scheduled to take place during winter 2024-2025

This project was publicly advertised for two weeks and seven bids were received and opened on December 2, 2024. The lowest responsible bidder was Adaptive Wildlife Management with a base bid of \$86,112.00. Upon approval, staff will issue a Notice to Proceed to the awarded contractor. This project is partially funded by two different grants for natural resources restoration work.

Bid Results:

Company	Bid
Adaptive Wildlife Management	\$86,112.00
Green Tree Care	\$95,350.00
Four Seasons Conservation	\$102,252.80
Land Management Resources	\$121,500.00
Xtreme Tree	\$183,278.00
RW Excavating	\$218,380.00
Wright Outdoor Solutions	\$424,980.00

FISCAL IMPACT:

Amount:

\$86,112.00

Contract Amount

\$ 8,611.20

10% Contingency

\$94,723.20

Not to Exceed

<u>Funding Source:</u>	DNR Grant Funding	\$64,584.00
	2022 Bond Natural Resources Budget	\$21,528.00

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Awarding the contract for Timber Stand Improvement at Easter Lake and Fort Des Moines to Adaptive Wildlife Management in a contract amount of \$86,112.00 plus a 10% contingency, and authorizing the Director or their designee to sign the contract.

Project Maps







	Date	December 18, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-1213 Kami Rankin Deputy Director

AGENDA HEADING:

Approving the purchase of 32 rentable kayak storage lockers for installation on the north side of Easter Lake Park for an amount of \$50,440.00 from Kayak Storage Systems.

INFORMATION:

Conversations with West Des Moines Parks staff indicated that their current kayak storage amenity at Raccoon River Park is enormously popular and has a waiting list of nearly 100 people. The kayak lockers can be rented for a fee on an annual basis which provides users lakeside storage and eliminates the need to transport paddleboards and kayaks to and from home.

The popularity of Easter Lake makes it a prime location for a storage feature users will be very excited to have available to them. Located on the north side of the lake where the rowing dock was temporarily placed during construction is the perfect spot for these lockers since parking and an accessible walkway/abutment was already in place. Within the current footprint, 32 lockers are able to be installed (8 rows stacked 4 high). Lockers will be rentable by March 1, 2025 for \$250 per year. Assuming all lockers become occupied, annual revenue generation will be \$8,000 per year.

Room does exist on the south side of Easter Lake at the boat ramp to install more lockers in the future if demand is there. Having lockers on both sides of the lake would be convenient, easy access for people living on both sides of the lake.

The following contract terms will be implemented:

- Term of annual rentals is March 1 through February 28.
- Polk County Conservation will recognize only the person whose signature appears on the application as being the responsible holder of the canoe/kayak space. At no time may this individual sub-lease the use of the rented storage space.
- Renters assume all risks to persons and/or property. The County is not liable for any injury, damage, or loss that may occur, including vandalism, theft and/or weather.
- The annual rental fees will be paid when the contract is signed at the beginning of the rental season. If the terms of the contract are not met, the County may cancel the contract with no refund of the rental fee.
- Rental fees are not prorated or refundable.
- Current renters will have first right of refusal in subsequent years.
- Renewals:
 - If not renewing, notice of non-renewal must be given to Polk County Conservation by February 1. Watercraft and all other contents must be removed by March 1 to allow for use by another renter. If not removed by March 1, The County reserves the right to remove lock on locker and remove contents.

- Contents will be temporarily stored by The County at an off-site location for 30 days. After 30 days, The County reserves the right to dispose of the contents.
- If renewing, payment of the annual rental fee must be made by March 1. Renters who have paid by the deadline will not need to remove their watercraft or other contents. If payment is not made by the deadline, The County reserves the right to remove lock on locker and remove contents. Contents will be temporarily stored by The County at an off-site location for 30 days. After 30 days, The County reserves the right to dispose of the contents.
 - The County holds the right to inspect lockers on request. All units will be inspected annually. The County reserves the right to require all contents of a locker be removed at any time for inspection, maintenance, or cleaning of the locker.
 - Costs to repair damage caused by the renter to the locker may be charged to the renter.
 - Polk County Conservation will provide standardized combination locks to all renters that are to remain the property of Polk County Conservation upon non-renewal. The usage of Polk County Conservation issued locks is mandatory.
 - If the combination to a lock is forgotten, the renter of the unit will need to provide identification to Polk County Conservation staff prior to getting assistance. All individuals needing access to the locker must be listed on the agreement.
 - Any watercraft must be fully contained within the designated space. No items unrelated to the watercraft or use of the watercraft can be stored in the locker.
 - Watercraft must not exceed 15 ft long, 35 in. wide, or 18 in. tall.
 - Storage units are for non-motorized watercraft only. No fuel, petroleum products, or chemicals of any kind can be stored in the locker.
 - All shall obey all laws set forth by Iowa DNR. Including, but not limited to:
 - Properly register and display registration on your watercraft.
 - All watercraft must have at least one USCG approved wearable type I, II, III or V personal flotation device (PFD) for each person on the watercraft. Children 13 and under must wear a PFD at all times. We strongly urge all others to also wear their PFD at all times.

FISCAL IMPACT:

Amount: \$50,440.00 Purchase Amount

Funding Source: PCWLL Bond

PREVIOUS BOARD ACTION(S): N/A

RECOMMENDATION: Approving the purchase of 32 rentable kayak storage lockers for installation on the north side of Easter Lake Park for an amount of \$50,440.00 from Kayak Storage Systems and authorizing the Director or their designee to sign the agreement.



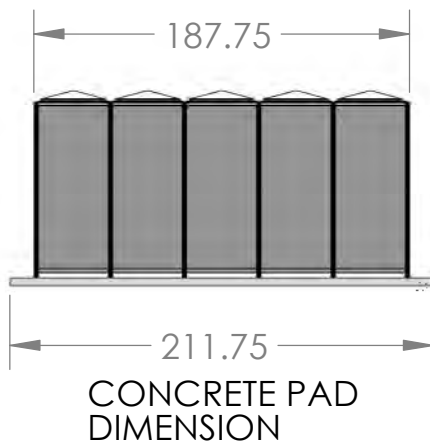
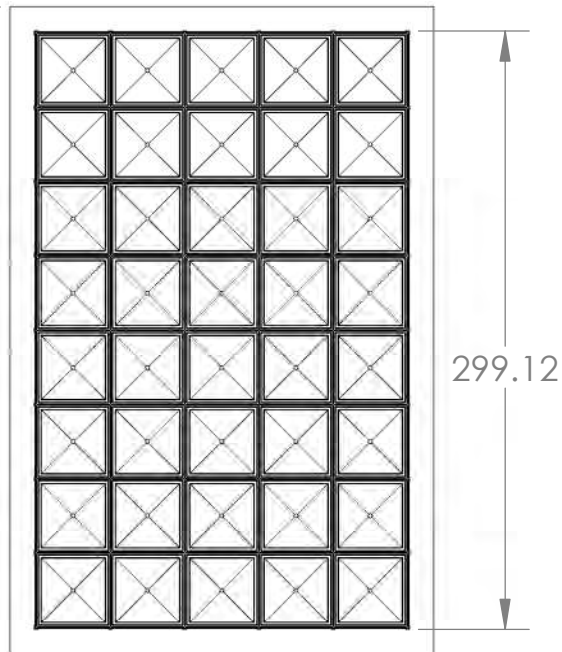
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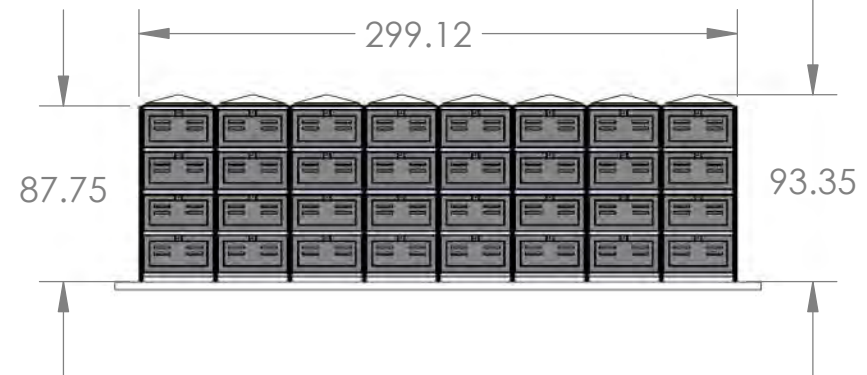
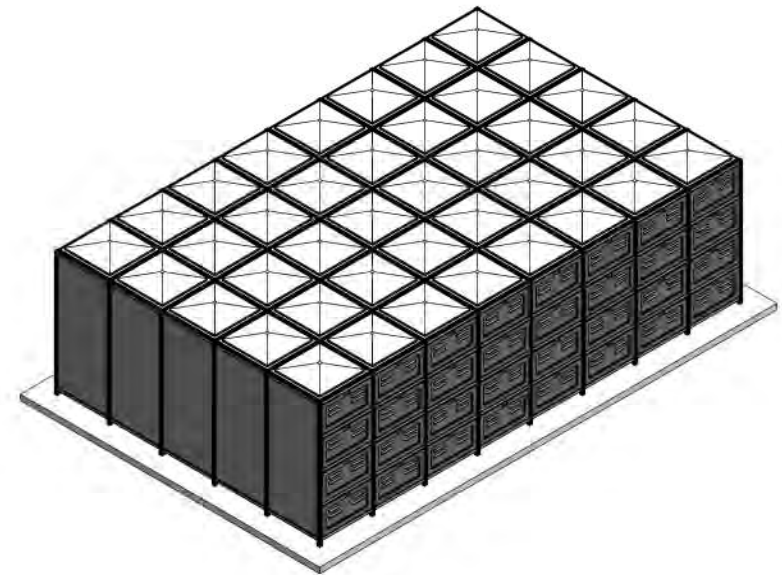
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1

323.12
CONCRETE
PAD
DIMENSION



CONCRETE PAD - 4" THICK



TITLE:

EASTER LAKE 32

SIZE

A

DWG. NO.

EL 32

REV

SCALE: 1:96

WEIGHT:

SHEET 1 OF 1

2

1

**Date**

December 18, 2024

Item No.**ACTION****Roll Call No.****24-1214****Submitted by:****Kami Rankin****Deputy Director****AGENDA HEADING:**

Approving revisions and additions to the Employee Administrative Manual of the Polk County Conservation Board that was approved at the July 10th, 2024 Conservation Board Meeting. All changes in this manual will be effective January 1st, 2025.

ADDITIONAL INFORMATION:

The Administrative Manual is designed to provide Board approval for policies that provide direction to the workforce on how to manage various aspects of our day-to-day operations. Also contained in the manual are procedures and forms, which management reviews and amends to ensure clarity of the Board approved policies.

Staff are constantly working to ensure the policies within the PCC Administrative Manual are clear, concise, and thorough. Occasionally, policy evaluation and analysis reveal opportunities for re-alignment with Polk County policy, or the need for better clarification to increase employee understanding. The intention is to review this manual every 3 to 5 years in a comprehensive manner, however, if policies by Polk County are amended or further clarification is needed to support employee understanding, those individual items will continue to be brought forward as they occur. Staff is submitting these additions and revisions for the Board's approval to be effective January 1st, 2025.

FISCAL IMPACT: NoneAmount:Funding Source:**PREVIOUS BOARD ACTION(S):**

Various individual policy approvals over the years.

RECOMMENDATION:

Approving revisions and additions to the Employee Administrative Manual of the Polk County Conservation Board that was approved at the July 10th, 2024, Conservation Board Meeting. All changes in this manual will be effective January 1st, 2025.

SUMMARY OF PCC EMPLOYEE ADMIN MANUAL REVISIONS

Minor revisions and additions were made to the PCC Employee Administrative Manual. All changes in this manual will be effective January 1st, 2025.

- **Front page: Effective date changed to January 1, 2025**
- **Table of Contents: updated page numbering.**
- **Formatting & typo edits. Updates of leadership job titles from “Manager” to “Supervisor”.**
- **Added to Pay Adjustments Policy (pg 19-21)**
 - **2. Pay Upon Promotion, Demotion, and Reclassification:**
 - b. **Pay Upon Demotion/Downgrade:**

Upon receiving a demotion or downgrade, the rate of pay shall be established by the PCC Director but in no case shall the employee be assigned below the minimum or above the maximum of the assigned salary range unless the Board approves red-circling of the employee’s salary. The demotion/downgrade shall be effective at the beginning of the payroll period following Board approval of the action. An employee who voluntarily accepts a demotion/downgrade shall not be eligible to have their pay red-circled.
 - **3. Pay Upon Hire/Rehire**
 - a. All regular full-time Employees, with the exception of management employees, shall be hired at the minimum of their respective pay grade, unless otherwise agreed to in their Offer of Employment letter. The PCC Director may authorize an advance appointment rate not to exceed 10% above the minimum of the pay range for SPM and FT employees. Compensation beyond 10% above the minimum of the pay range shall require approval of the Conservation Board. If the appointment is above the minimum of the pay grade, the employee shall not advance at the end of their probationary period but would advance annually upon their applicable anniversary date. Procedures for pay upon hire/rehire shall not apply to any other section of this policy.
- **5. Special Pay**

The following special pay may be granted as set forth below:

 - **Special Duty:** An employee who is temporarily assigned to a vacant position in a class with a higher pay grade may be given additional pay equal to the minimum of the higher paygrade or an increase of 5%, whichever is greater. Special duty pay shall be recommended by the PCC Director and is subject to approval by the Board.
 - **Extraordinary Duty:** An employee or class of employees who are temporarily assigned higher level duties, including supervisory duties, may be given additional pay. The amount of pay shall be recommended by the PCC Director and is subject to approval by the Board. Employees

receiving this pay shall not be entitled to other benefits associated with the position(s) that perform the higher-level duties.

- **Completion of Temporary Assignment:** When an employee completes a temporary assignment contemplated by either the special duty or extraordinary duty pay, the employee shall return to the rate of pay they were earning prior to receiving the special or extraordinary duty pay; however, the employee will be entitled to any within-grade pay increases that occurred during the special or extraordinary duty pay period up to the maximum of their pay grade.
- **Effect On Within-Grade Increases:** Temporary assignments shall not affect an employee's eligibility for within-grade pay increases, and the additional pay amount shall be recalculated whenever a within-grade pay increase is granted. The class to which the employee is temporarily assigned shall be controlling for purposes of overtime and call back pay.

- **Edits to Wearing Apparel Program (pg 102)**

- Replaced "Safety-toe" with "Protective" on all mentions of protective footwear.
- Removed ~~"* Insulated coveralls/bibs/jackets can be purchased through a PCC vendor or an employee may elect to purchase their own and receive a stipend for the cost of the item up to \$70.00 as a part of their overall annual stipend."~~ since three different types of coveralls were added to the online employee catalog, enabling employees to purchase them with their stipend.

- **Added to Services Policy, Rental Facilities section (pg 117)**

- JESTER PARK NATURE CENTER / SLEEPY HOLLOW / EASTER LAKE / CBG LONGHOUSE / PARK SHELTERS / JP AMPHITHEATER / CABINS
Facility rental contracts for Jester Park Nature Center/Sleepy Hollow/Easter Lake/CBG Longhouse/Park Shelters/Jester Park Amphitheater/Cabins describe the following for these facilities:

Refunds, changes, and cancellations
Keg Beer Deposit Requirements
Damage/Cleaning Fees

- **Added to Services Policy, Environmental Education Programs and Trips section (pg 117)**

- All cancellations or requests for refunds must be made by calling and or emailing the Polk County Conservation Board Administration Office. Applicable cancellations will receive a refund back to their original method of payment, or via check if after six months since payment was received.

- **Added to and Removed from Services Policy, Camping section (pg 118)**

- **Instant Pay Campsites**
Due to campsites having to be booked same day, Instant Pay campsites do not qualify for any refunds or changes once booked.
- **Acts of Nature**
If a camping reservation is cancelled or campers are asked to leave their campsite by PCC staff due to uncontrollable acts of nature (such as flooding), a refund shall

be issued to the camper only for the number of nights paid for but not used. A current address must be provided to receive a refund by check.

- ~~First Come, First Serve Campsites~~

~~If a camper has paid for more nights than they used, upon their request, a camping voucher for use in the current camping season may be issued to them for only the number of nights they did not use. Camping vouchers are only redeemable at non-reservable campsites. If the camper does not redeem the camping voucher within the season issued, it becomes void and a new voucher will not be issued.~~

~~If a camping reservation is cancelled or campers are asked to leave their campsite by PCCB due to uncontrollable acts of nature (such as flooding) a refund shall be issued to the camper only for the number of nights paid for but not used. A current address must be provided to receive a refund by check.~~

- ~~Refunds For Camping~~

~~No refunds will be issued for first come, first serve camping or for camping reservations.~~

- **Added to Services Policy (pg 119)**

- **SLEEPY HOLLOW**

Tickets are non-refundable. Customers may change their reservation date online up to three days in advance, but no changes or refunds will be allowed within three days of the reservation.

Late Rider(s) Policy: Riders who have not been checked-in by 15 minutes after their start time will forfeit their reservation with no refund.

Inclement Weather Policy: When excessive heat, cold, snow/ice, thunderstorms, or lightning are forecast the day of your reservation, watch for an email, text, or call from us. We will advise if we must cancel your reservation. If your reservation is cancelled, you will be offered a full refund or an opportunity to reschedule.

Granting Exceptions: To provide good customer service, we allow exceptions to the cancellation policies on a case-by-case basis. Please contact Sleepy Hollow Sports Park at 515-262-4100 with questions.

- **Removed from Services Policy, Equestrian Center section (pg 119)**

- ~~Horsemanship Basics Lessons — Cancellations two (2) weeks before first day of lessons — 100% refund. Cancellations within two (2) weeks of first day of lessons or no shows are non-refundable and non-rebookable.~~

- **Removed Bob Cataldo contact info (retired), added info to Risk Management team (pg 221)**

- **Bloodborne Pathogens**
Brandi Dittmer: 515.286.3860

- Safety / OSHA / Security / Continuity of Operations / Ergonomic Assessments / Environmental Issues

Rodney Tucker, Safety– rodney.tucker@polkcountyiowa.gov

Office: 515.286.3374

Cell: 515.229.4677

- Insurance questions in general - please send an email to:
insurance@polkcountyiowa.gov

	Date	December 18, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-1215 Amanda Brown Conservation Ecologist

AGENDA HEADING:

Approving an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at Thomas Mitchell Park.

INFORMATION:

Polk County Conservation (PCC) staff have been partnering with Polk County Public Works staff to design stream restoration projects on various creeks in our parks. Camp Creek in Thomas Mitchell Park has been selected as the first of these streams to be restored. Through this project, restoration will be completed on roughly 4,000 feet of stream throughout the park. Designs are nearing completion and work is anticipated to begin in the spring of 2025.

This agreement covers the various aspects of the project and outlines PCC and Polk County Public Works responsibilities as this project is carried out and into the future. In general, PCC duties in this contract include maintenance of the project site for 20 years, allowance of access to the site for project purposes, and payment of required project costs. Polk County Public Works will be funding 75% of the project through various funding sources with a required match of 25% from PCC. At this time, it is estimated that total project costs will be \$1,724,030.00 and the PCC match will be \$431,008. The final cost amounts will be brought to the board at a later date once the project has been bid.

FISCAL IMPACT: TBD-Coming to a Future Board Meeting for Approval

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving an agreement between Polk County Conservation and Polk County for completion of a stream restoration project at Thomas Mitchell Park and authorize the Chair or their designee to sign the contract.

**AGREEMENT BETWEEN
POLK COUNTY, IOWA AND
POLK COUNTY CONSERVATION BOARD, IOWA FOR CAMP CREEK STREAM
RESTORATION IN THOMAS MITCHELL PARK**

This Agreement is entered into by and between the Polk County Conservation Board, a quasi-governmental subdivision organized and existing under the laws of the State of Iowa (hereinafter “Conservation Board” or “the Conservation Board”) and Polk County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter “County” or “the County”) as of the date of last signature of all parties.

WHEREAS, the County is a member of the Mud, Camp, Spring Creek Watershed Management Authority and has made ongoing efforts to improve water quality and reduce flooding across the watershed; and

WHEREAS, pursuant to Iowa Code Section 331.301(1), “A county may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.”; and

WHEREAS, pursuant to Iowa Code Section 350.4, the Conservation Board is empowered to maintain County owned parks;

WHEREAS, the Conservation Board and the County have identified the need to restore the Fourmile Creek streambank within Thomas Mitchell Park (hereinafter “Project” or “the Project”) further described below; and

WHEREAS, the Project will serve to improve water quality outcomes and reduce flooding and erosion in the Camp Creek Watershed, directly benefitting the residents of the County and the Conservation Board; and

WHEREAS, the County has received funding from the Iowa Department of Agriculture and Land Stewardship to assist in the construction of the Project; and

WHEREAS, the Conservation Board and the County desire to construct the Project; and

WHEREAS, the Conservation Board agrees to all ongoing maintenance responsibilities for the Project for a term of 20 years.

Now therefore, in consideration of the purpose set forth above, the Parties’ mutual covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Conservation Board, intending to be legally bound hereby, agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Project Definition.** The Project is described as the restoration of Camp Creek through Thomas Mitchell Park within Polk County. The streambank is located entirely on County property that is managed by the Conservation Board and is accessible therefrom. The restoration work on the

Project is anticipated to consist of bank and channel stabilization, vegetation improvements, and stream restoration activities.

3. **Term.** This Agreement shall remain in effect until the duties of each party are satisfactorily completed and a written acceptance of the Project is signed by the Parties, unless earlier terminated pursuant to this Agreement. The Conservation Board's maintenance duty for the Project shall be for a term of twenty years following acceptance of the Project pursuant to the Maintenance Agreement shown in Exhibit D, incorporated herein by reference.
4. **Termination.** Any Party may terminate this Agreement by providing 30 days written notice to the other Party prior to the beginning of permitting, the public bidding process, or construction of the Project, whichever comes first. Upon commencement of permitting, the public bidding process, or construction of the stream restoration, termination shall only occur upon consent of all parties.
5. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
6. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
7. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
8. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
9. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
10. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.
11. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the Conservation Board:
Amanda Brown, Conservation Ecologist
Polk County Conservation Board
11204 NE 118th Ave, Maxwell, Iowa 50161
Amanda.brown@polkcountyiowa.gov
515-323-5357

If to the County:
Johnathon Swanson, Water Resources Supervisor
5885 NE 14th Street, Des Moines, Iowa 50313
Johnathon.swanson@polkcountyiowa.gov
515-875-5880

DUTIES OF THE CONSERVATION BOARD:

1. The Conservation Board shall assume all maintenance responsibilities upon written acceptance of the Project for a term of 20 years pursuant to the maintenance agreement attached hereto as Exhibit D. The Conservation Board shall sign Exhibit D contemporaneously with its written acceptance of the Project.
2. The Conservation Board shall grant the County, its agents, its contractors and subcontractors the right of reasonable entry upon the property in the project area depicted in Exhibit B attached hereto. The right of entry is for the area associated with the Project and includes the excavation, grading, and stabilization activities needed to construct the Project. The right of entry shall be in the form of Exhibit C, attached hereto and incorporated herein by reference. The Conservation Board shall execute Exhibit C contemporaneously with the execution of this Agreement.
3. The Conservation Board shall grant the County, its agents, its contractors and subcontractors a temporary construction easement upon the property in the Project Area. The temporary construction easement is for the portion of the Property needed to access, store material and equipment, and complete construction of the Project, and is also contained in Exhibit C.
4. The Conservation Board shall provide review and written approval to the County for contract awards following public bidding.
5. The Conservation Board shall make payment to the County for its share of all project costs as described in Exhibit A upon receipt of the billing from the County, with payment made within thirty (30) days of receipt of invoice from the County for the Conservation Board's cost share. The amounts in Exhibit A are estimates only, the Conservation Board and the County shall be billed for their share of the actual costs.

DUTIES OF THE COUNTY:

1. The County will serve as fiscal agent for the Project, managing funds from the State of Iowa, the County, and the Conservation Board.
2. The County will procure all design work for the Project.
3. The County will publicly bid and contract for the construction of the Project.

4. The County shall award contract following joint written approval from the Conservation Board and the County.
5. After Contract letting for the Project, the County shall prepare and forward a billing to the Conservation Board for their estimated share of the construction costs based on the bid prices and estimated consultant fees related to the construction.
6. Upon completion and acceptance of the construction work, the County shall prepare and forward a billing to the Conservation Board for their share of any remaining construction or consultant costs for the Project or reimbursement of overpayment.
7. The County shall oversee all engineering, construction, erosion control, surveying, and permitting for the Project. The County shall prepare and provide billing to the Conservation Board for its share of the design and permitting costs.
8. The County shall complete reporting and fiscal responsibilities to adhere to State of Iowa funding requirements.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2024.

POLK COUNTY CONSERVATION BOARD

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: _____

Exhibit A- Project Budget

Item	Cost Estimate		
	Total	Polk County* (75%)	Polk County Conservation Board (25%)
Engineering and Permitting	\$380,980	\$285,735	\$95,245
Construction Estimate	\$1,343,050	\$1,007,288	\$335,763
Total	\$1,724,030	\$1,293,023	\$431,008

Notes:

- *Polk County shall serve as fiscal agent, utilizing funding that shall include Iowa Department of Agriculture, City, County, and other funds.
- Construction costs invoices will be based upon actual bid prices

Exhibit B- Project Location Map



EXHIBIT C

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR THE CAMP CREEK STREAM RESTORATION PROJECT BETWEEN POLK COUNTY, IOWA AND THE POLK COUNTY CONSERVATION BOARD

WHEREAS, on _____, Polk County, Iowa, (the County) and the Polk County Conservation Board (the Conservation Board) entered into an Agreement Between Polk County, Iowa and the Polk County Conservation Board for the Camp Creek Stream Restoration in Thomas Mitchell Park (Agreement); and

WHEREAS, in order to effectuate the stream restoration, which is the purpose of the Agreement (“the Project”), the County and its contractors must enter the County Property managed by the Conservation Board in the Project area, defined herein on Exhibit B; and

WHEREAS, pursuant to the terms of the Agreement, the Polk County Conservation Board agreed to grant the County, its contractors and their subcontractors a right of entry and temporary construction easement in the Project area.

NOW THEREFORE, in consideration of the purpose set forth above, the Parties’ mutual covenants and obligations contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Conservation Board, intending to be legally bound hereby, agree as follows:

Duties of the Conservation Board

The Conservation Board:

- 1) Hereby grants the County, its agents, its contractors and subcontractors the right of reasonable entry upon the property in the Project area, defined herein on Exhibit B. The right of entry is for the area associated with the Project and includes the excavation, grading, and stabilization activities needed to complete streambank restoration. In particular, the Conservation Board hereby grants the County, its agents, its contractors and subcontractors reasonable access to enter and reenter the Property from execution of the Agreement to a period of up to thirty (30) calendar days from the final written acceptance date of the Project. The purpose of this access is to allow the County, its agents, contractors and subcontractors to engage in streambank restoration on the Property in order to improve stream conditions. This right of entry shall run with the land and be binding against the Conservation Board and its successors and assigns.

- 2) Hereby grants the County, its agents, its contractors and subcontractors a temporary construction easement upon the property in the Project area. The temporary construction easement is for the portion of the Project area needed to access and complete construction of the Project, as depicted on Exhibit B. Said easement shall run with the land.
- 3) Hereby agrees to be responsible for having the property in the Project area free and clear of any obstacles for the streambank restoration.
- 4) Hereby grants the County the right to remove gates, fences and other obstacles in the Project area for the purpose of streambank restoration. The County will reasonably relocate, repair, and/or reconstruct the items removed from the Project area, aside from those necessary for streambank restoration.
- 5) Hereby agrees that the County shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the County. Any requests for repair must be made prior to written acceptance by the Conservation Board pursuant to the Agreement.
- 6) Hereby agrees to allow the County, through its agents, contractors or subcontractors, to undertake streambank restoration in the Project area
- 7) Hereby agrees that upon the completion of the streambank restoration, the improvements will become the sole responsibility of the Conservation Board.

General Terms

1. **Term:** This Agreement shall automatically terminate 30 days after written acceptance of the Project by the Conservation Board pursuant to the Agreement.
2. **Recitals:** The recitals above are adopted and incorporated herein. Furthermore, the Agreement is incorporated herein by reference.
3. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
4. **Entire Agreement.** This agreement and the corresponding Agreement are the entirety of the agreements between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
6. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or

unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

- 7. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.

- 8. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2024.

POLK COUNTY CONSERVATION BOARD

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: _____

Exhibit B- Project Location Map



EXHIBIT D

20 YEAR MAINTENANCE AGREEMENT FOR THE CAMP CREEK STREAM RESTORATION PROJECT BETWEEN POLK COUNTY, IOWA AND THE POLK COUNTY CONSERVATION BOARD

WHEREAS, on December 17, 2024, Polk County, Iowa, (the County) and the Polk County Conservation Board (the Conservation Board) entered into an Agreement Between Polk County, Iowa and the Polk County Conservation Board for the Camp Creek Stream Restoration through Thomas Mitchell Park (Agreement); and

WHEREAS, pursuant to the terms of that Agreement, the Conservation Board agrees to undertake maintenance of the Project subject to the Agreement for a term of twenty years;

Now therefore, in consideration of the purpose set forth above, the Parties' mutual covenants and obligations contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Conservation Board, intending to be legally bound hereby, agree as follows:

Maintenance Duties of the Conservation Board

The Conservation Board:

- (1) Shall maintain the Project area, defined in Exhibit B, as outlined below (a-d), for a term of 20 years following the written acceptance of the Project by the Conservation Board and the County.
 - a. Remove invasive and undesirable vegetation, if needed, from the project area on an annual basis
 - b. Monitor the project site regularly for any erosion or failure of built structures and address promptly as needed
 - c. Conduct mowing, burning, and other management techniques in order to maintain and increase diversity of native vegetation on the site
 - d. Visually inspect the project area after storm and flooding events. Remove debris build up and address any failures as needed.

- (2) Hereby grants the County, its employees, its agents, and assigns, contractors and subcontractors right of entry to the Project area for a period of 20 years following the written acceptance of the Project by the Conservation Board and the County for the purpose of inspecting the Project area to ensure the Conservation Board's compliance with the Maintenance duties herein.
- (3) Hereby grants the County, its employees, its agents, and assigns, contractors and subcontractors right of entry to the Project area for a period of 20 years following the written acceptance of the Project by the Conservation Board and the County for the purpose of maintaining the Project area as set forth above if the Conservation Board fails to do so.

General Terms

1. **Term.** This Maintenance Agreement shall automatically terminate at the end of the 20-year term.
2. **Recitals.** The recitals above are adopted and incorporated herein. Furthermore, the Agreement is incorporated herein by reference.
3. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
4. **Entire Agreement.** This maintenance agreement and the Agreement are the entirety of the agreements between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
6. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

7. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
8. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2024.

POLK COUNTY CONSERVATION BOARD

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: _____



Date

December 18, 2024

Item No.

ACTION

Roll Call No.

24-1216

Submitted by:

**Amanda Brown
Conservation Ecologist**

AGENDA HEADING:

Awarding lowest contractor bid for wetland excavation at the Crane Meadows parcel at Chichaqua Bottoms Greenbelt to Des Moines Dirt Worx, LLC in a maximum contracted amount of \$230,000.01 with a 10% contingency.

INFORMATION:

The Crane Meadows parcel lies near the Skunk River and has historically been in agricultural production with corn and soybean rotation. Due to its location within Chichaqua Bottoms Greenbelt and site characteristics, there is potential for wetland and prairie restoration. This restoration will improve water quality and provide essential habitat for native wildlife. Project designs were completed by Polk County Public Works. The design includes four wetland excavations totaling 11 acres. Once the wetlands have been established, PCC staff will seed the area surrounding them to native prairie.

Another portion of the project includes enhancing existing Conservation Reserve Program (CRP) land on site. Currently, shallow wetlands exist within this area that are not functioning to their full potential. Through this project, these wetlands will be expanded and two ditch plugs will be added which will help hold additional water on the landscape. Finally, the project also involves using spoils from the wetland excavations to build up an access road leading back to the site. Currently, this road is unusable during wet times due to ponding water and low elevation.

The Invitation to Bid for the project was posted publicly and 11 bids were received. The second and third portions of the project mentioned above were bid as add alternatives. The lowest compliant bid received was \$230,000.01 for all project elements. The work is scheduled to begin once approved and be completed by May 16th, 2025.

Bid Results:

Bidder	Base bid	Total with add alts
C.J. Moyna & Sons, LLC	\$299,856.00	\$424,926.00
Concrete Professionals	\$248,944.38	\$375,307.36
Des Moines Dirt Worx, LLC	\$157,366.80	\$230,000.01
Wenthold Excavating, LLC	\$205,183.10	\$290,045.40
Marlin Concrete, LLC	\$331,400.00	\$555,465.00
Leroy & Son's	\$197,500.00	\$289,000.00
Aaron Crane Construction, LLC	\$208,305.60	\$282,707.60
Molitor Construction	\$374,309.24	\$547,526.00
James Construction, LLC	\$256,732.00	\$361,635.00
Hilsabeck Dirtwork, LLC	\$234,539.60	\$343,489.00
RW Excavating Solutions, LC	\$280,695.80	\$389,298.80

PCC staff have secured \$388,280 in funding for this project through the Natural Resource Conservation Service (NRCS) Regional Conservation Partnership Program (RCPP) in partnership with Great Outdoors Foundation.

FISCAL IMPACT:

<u>Amount:</u>	Project Bid:	\$230,000.01
	<u>10% Contingency</u>	<u>\$ 23,000.01</u>
	Total Cost	\$253,000.01

Funding Source: Natural Resource Conservation Service (NRCS) Regional Conservation Partnership Program (RCPP)

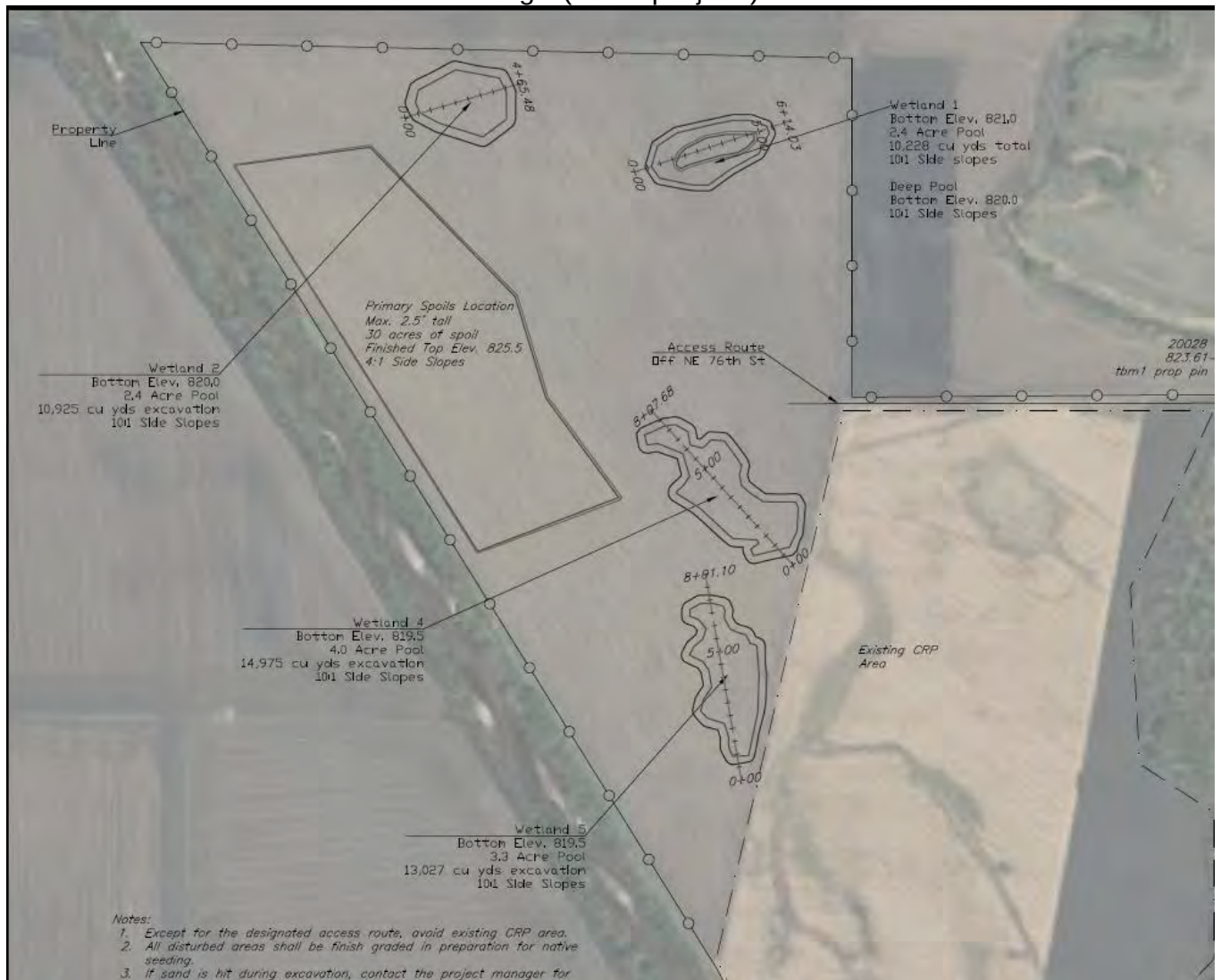
PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Awarding lowest contractor bid for wetland excavation at the Crane Meadows parcel at Chichaqua Bottoms Greenbelt to Des Moines Dirt Worx, LLC in a maximum contracted amount of \$230,000.01 with a 10% contingency and authorize the Chair or their designee to sign the contract.

Project Location



Design (main project)



Design (CRP)



	Date	December 18, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-1217 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving the purchase of Brenton Slough Phase One from the Iowa Natural Heritage Foundation which consists of 735 acres.

INFORMATION:

Brenton Slough is a matrix of wetlands, woodlands, and oak savanna that has been stewarded by the Brenton family for generations. It has been a magnet for birders and photographers for years, and is one of only 15 identified sloughs found in Iowa. There are 52 acres of water found amongst the nearly 1,000 acres of natural habitat, which provides home to many species of birds (residents and migratory) as well as a host of other wildlife. The acquisition and preservation of this amazing natural resource is happening through a partnership with the Iowa Natural Heritage Foundation (INHF) and the good will of the Brenton Family. The Brenton Family approached INHF about selling the land, and the Foundation made a deal with the Brentons to purchase 1,114 acres, with the goal of transferring ownership to Polk County Conservation (PCC).

PCC will be purchasing the totality of Brenton Slough in three phases over three years, and is now ready to purchase Phase One. The 735 acres of Phase One is located completely within Polk County, and consists of the Slough itself, deciduous woodland, sprawling wetland acreage, some rolling upland hills, and land currently in crop production that will be retired and restored to native prairie. Once under PCC ownership, the plan will be to maintain and improve wildlife habitat, as well as to facilitate light recreation within the new public area. Mowed hiking paths, wildlife viewing infrastructure, water access, and occasional volunteer or educational events will be a part of the planning effort.

Both INHF and PCC have been diligently working to raise funds for this large acquisition. A majority of the Phase One cost will be covered by outside funding sources, including an American Rescue Plan Act allocation by the Board of Supervisors, a Federal Wetlands Grant, and fundraising efforts through the Great Outdoors Foundation (GOF). This will allow PCC to fully leverage bonds funds for this purchase.

FISCAL IMPACT:

<u>Amount:</u>	\$5,200,000.00	Phase One Purchase Price
<u>Funding Source:</u>	\$2,000,000.00	ARPA Funds
	\$ 750,000.00	NAWCA Grant
	\$ 720,000.00	GOF Cons. Acceleration Fund
	\$ 500,000.00	Private Donation
	\$1,000,000.00	PCC Bond Funds
	\$ 230,000.00	Prairie Meadows Grant

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Approving the purchase of Brenton Slough Phase One from the Iowa Natural Heritage Foundation which consists of 735 acres and authorize the Director or their designee to sign the purchase agreement.



Ross A. Baxter

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: Iowa Natural Heritage Foundation, Sellers,

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Polk County, Iowa, legally described as:

The Southwest fractional $\frac{1}{4}$ of Section 18, Township 80 North, Range 25 West of the 5th P.M., all in Polk County, Iowa.

AND

The $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 18, Township 80 North, Range 25 West of the 5th P.M., all in Polk County, Iowa.

AND

All of Section 19, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa; Except Parcel "A" on Plats of Survey filed April 17, 1992 in Book 6541 Page 485 and filed on April 24, 1992 in Book 6545 Page 928 in the Office of the Recorder of Polk County, Iowa, being a parcel of land beginning at the Southwest corner of Section 19, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa; AND Except the Northeast fractional $\frac{1}{4}$ of Section 19, Township 80 North, Range 25, West of the 5th P.M., Polk County, Iowa.

AND

The Northeast fractional $\frac{1}{4}$ of Section 19, Township 80 North, Range 25, West of the 5th P.M., Polk County, Iowa,

AND

Parcel 2023-32 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa, on April 25, 2023, and recorded in Book 19454 Page 544, being an irregular shaped parcel of land in the West Half of the Northwest quarter and in the Northwest Quarter of the Southwest Quarter of Section 19, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa, said parcel also being a portion of Parcel A as shown on the Plat of Survey recorded in Book 6545 at Page 928 in the Office of the Polk County Recorder;

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any legal purpose.

1. PURCHASE PRICE. The Purchase Price shall be **\$5,200,000** and the method of payment shall be as follows: **The entire balance due at closing, closing to take place on or before January 14th, 2025.**

2. REAL ESTATE TAXES. Sellers shall pay taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of closing.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

D. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers **on or about January 14th, 2025**, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed: Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following:

The following items shall not be included:

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property.

Within 10 days after the acceptance of this Agreement, BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

8. ABSTRACT AND TITLE. SELLERS, shall promptly obtain an abstract of title to the Property continued through a date **no more than 30 days from closing**, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If

closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. N/A.

10. ENVIRONMENTAL MATTERS.

- A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:
- B. BUYERS may at their expense, within 10 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by

BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by **Corporate Warranty deed** free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

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

14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. Intentionally omitted.

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as

provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

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

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

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

(including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

23. ADDITIONAL PROVISIONS.

A. SELLERS agree to grant an ingress/egress easement across adjacent property owned by SELLERS at the time of closing.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the **24th day of December, 2024, by 5 P.M. CDT**, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted _____
SELLERS
Iowa Natural Heritage Foundation

Dated _____
BUYERS
Polk County Conservation Board


By: Joseph A. McGovern, President

By: _____

Address: 11407 NW Jester Park Drive,
Granger, IA 50109

Telephone: 515-323-5300

Address: 505 5th Ave. Ste 444, Des
Moines, IA 50309

Telephone: (515) 288-1846

	Date	December 18, 2024
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 24-1218

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

Polk County Conservation has the opportunity to acquire land with excellent conservation potential at several locations within Polk County. Cost-share opportunities may be available to assist with acquisition and restoration expenses. Nearby PCC landholdings add additional interest to these properties.

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

Direct staff to proceed on these land acquisition opportunities based on information presented and pursuant to Board discussion.