POLK COUNTY CONSERVATION

BOARD MEETING

December 13, 2023
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) **Jester Park Golf Course Annual Financial Presentation- Jeff Chido**
4) **Financial Reports**
5) **Action on the Minutes of the Previous Meeting(s)**

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.

6) **Approving** bill list.
7) **Approving** proposed suggested donation for raptor education programs. All fees will become effective on January 1, 2024.
8) **Approving** proposed Sleepy Hollow State Fair user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.
9) **Approving** proposed user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.
10) **Awarding** lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to Arbor Masters in a contract amount of $55,306.25, plus a 10% contingency.
11) **Awarding** lowest contractor bid for Timber Stand Improvement at Easter Lake Park and Fourmile Creek Greenway to Xtreme Tree in a contracted amount of $73,338.00 with a 10% contingency.
12) **Approving** application to the United States Forest Service Community Forest and Open Space Conservation Program for Brenton Slough.
13) **Approving** the execution and delivery of the Destination Iowa grant agreement that was awarded in June of 2022 for the Easter Lake North Shore project.
14) **Approving** Transportation Alternatives Program (TAP) grant application and intent to provide 20% matching funding for 2027 TAP funding for the Polk City to High Trestle Trail connection.
15) **Approving** revisions and additions to the Employee Administrative Manual of the Polk County Conservation Board that was approved at the July 12, 2023 Conservation Board Meeting. All changes in this manual will be effective January 1st, 2024.

ACTION ITEMS

16) **Approving** expenditure of Polk County Water & Land Legacy bond funds for Chichaqua Bottoms Greenbelt public improvements.
17) **Approving** the Purchase Agreement with Bob Berggren to purchase 1.80 acres of property near Polk City, Iowa, for an amount of $72,000.00 plus closing costs.
18) **Approving** the Purchase Agreement with Ron Kamps to purchase 5.43 acres of property near Polk City, Iowa, for an amount of $217,200.00 plus closing costs.

19) **Approving** the Purchase Agreement with Steve Kamps to purchase 5.10 acres of property near Polk City, Iowa, for an amount of $214,000.00 plus closing costs.

20) **Approving** Change Orders 1through 4 in an amount of $1,320,168.71 for the Trails End Wetland Mitigation Bank - Phase 1 project.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks-***Nomination of 2024 PCC Board Officers***

CLOSED SESSION

21) **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.

ADJOURNMENT

Upcoming Events

- December 13 – Polk County Conservation Board Meeting at County Administration Building, 111 Court Ave., 5:30 pm
- December 22-25 – Christmas Holiday: Polk County Conservation offices closed. Jester Park Nature Center closed. Outdoor Recreation and Wellness Center closed December 23.
- December 26-29 – Winter break extended hours of operation at Outdoor Recreation and Wellness Center; Noon – 4 pm.
- January 1 – New Year's Holiday: Polk County Conservation offices closed. Jester Park Nature Center closed.
- January 10 – Polk County Conservation Board Meeting at County Administration Building, 111 Court Ave., 5:30 pm.

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

2023-24 Revenue Budget
- as of 11/30/23 (41.67% of budget year expired)

	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	$ 20,000	$ 20,000	$ -	0.0%
0213	Equipment	$ 5,000	$ 53,281	$ (48,281)	1065.6%
6006	Environmental Ed	$ 127,000	$ 36,127	$ 90,873	28.4%
6009	Natural Resources	$ 114,000	$ 94,696	$ 19,304	83.1%
6101	Administration	$ 33,500	$ 9,156	$ 24,344	27.3%
6103	Community Outreach	$ -	$ -	$ -	0.0%
6104	Conservation Grants	$ 4,100	$ 4,100	$ 0	100.0%
6110	Parks Advocacy Unit	$ 740,000	$ 284,398	$ 455,602	38.4%
6118	Fleet Services	$ 15,000	$ 5,309	$ 9,691	35.4%
6119	Construction/Maint.	$ -	$ 1,570	$ (1,570)	0.0%
6124	Equestrian Center	$ 215,000	$ 80,471	$ 134,529	37.4%
Sub-Total - General Fund 1		**$ 1,273,600**	**$ 589,108**	**$ 684,492**	**46.3%**
Conservation Special Projects- Fund 6					
6125	JP Lodge	$ 97,000	$ 26,895	$ 70,105	27.7%
6127	Miscellaneous	$ 7,500	$ 4,740	$ 2,760	63.2%
6128	Cabins	$ 140,000	$ 61,215	$ 78,785	43.7%
6129	Laurisden Skatepark	$ 35,000	$ 1,400	$ 33,600	4.0%
Sub-Total - General Fund 6		**$ 279,500**	**$ 94,250**	**$ 185,250**	**33.7%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 111,000**	$ 3,896	**$ 107,104**	**3.5%**
Reserve - Fund 50					
6126	**Mitigation Banking**	**$ 1,000,000**	$ 180,600	**$ 819,400**	**18.1%**
Bond - Fund 51					
0210/0215	**Water & Land Dev & Trails**	**$ 6,725,340**	$ 958,186	**$ 5,767,154**	**14.2%**
Conservation Enterprises - Fund 286					
6121	Golf Course	$ 350,800	$ 147,489	$ 203,311	42.0%
6126	Sleepy Hollow	$ 404,200	$ 40,485	$ 363,715	10.0%
Sub-Total - Enterprises Fund 286		**$ 755,000**	**$ 187,974**	**$ 567,026**	**24.9%**
Grand Total - Conservation		**$ 10,144,440**	**$ 2,014,014**	**$ 8,130,426**	**19.9%**

2023 - 2024 Expense Budget
- as of 11/30/23 (41.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	$ 43,627	$ 30,000	$ 13,627	68.8%
0213	Equipment	$ 384,743	$ 369,973	$ 14,770	96.2%
6006	Environmental Ed	$ 756,620	$ 326,352	$ 430,268	43.1%
6009	Natural Resources	$ 1,489,125	$ 697,017	$ 792,108	46.8%
6101	Administration	$ 1,242,812	$ 518,613	$ 724,199	41.7%
6103	Community Outreach	$ 248,245	$ 96,092	$ 152,153	38.7%
6104	Conservation Grants-FEMA	$ -	$ -	$ -	0.0%
6110	Parks Advocacy Unit	$ 1,802,340	$ 813,881	$ 988,459	45.2%
6118	Fleet Services	$ 737,583	$ 349,277	$ 388,306	47.4%
6119	Construction/Maint.	$ 875,571	$ 321,261	$ 554,310	36.7%
6124	Equestrian Center	$ 832,725	$ 381,707	$ 451,018	45.8%
Sub-Total - General Fund 1		**$ 8,413,391**	**$ 3,904,172**	**$ 4,509,219**	**46.4%**
6125	JP Lodge	$26,500	$ 5,005	$21,495	18.9%
6127	Miscellaneous	$33,452	$ 14,507	$18,945	43.4%
6128	JP Cabins	$78,298	$ 30,267	$48,031	38.7%
6129	Laurisden Skatepark	$552,840	$ 81,826	$471,014	14.8%
Sub-Total - General Fund 6		**$691,090**	**$131,606**	**$559,484**	**19.0%**
General Supplemental - Fund 2					
All Units	**Benefits (IPERS/FICA/Ins, Etc.)**	**$ 1,849,251**	$ 773,767	**$ 1,075,484**	**41.8%**
Risk Management - Fund 3					
6100	**Insurance,Med., Work. Comp.**	**$ 50,000**	$ 57,715	**$ (7,715)**	**115.4%**
REAP - Fund 26					
0211	**Resource Enhancement**	**$ 132,000**	$ 3,378	**$ 128,623**	**2.6%**
Mitigation Banking - Fund 31					
6003	**Mitigation Banking**	**$ 500,000**	$ 61,322	**$ 438,678**	**12.3%**
Bond - Fund 51					
0210/0215	**Water & Land Dev & Trails**	**$ 22,105,629**	$ 10,393,640	**$ 11,711,989**	**47.0%**
Conservation Enterprises - Fund 286			$ -		
6121	Golf Course	$399,500	$ 37,407	$362,093	9.4%
6126	Sleepy Hollow	$2,366,346	$ 391,681	$1,974,665	16.6%
Sub-Total - Enterprises Fund 286		**$2,765,846**	**$429,088**	**$2,336,758**	**15.5%**
Grand Total - Conservation		**$ 36,507,207**	**$ 15,754,687**	**$ 20,752,520**	**43.2%**

2021 Bond PCWLL EXPENDITURES AS OF :

November 30, 2023

SUB-LEDGER	PROJECT	BALANCE 2012 BOND	May 2022 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	($68,793)	$ 68,793					$ -	-
C12-6222	CBG MASTER PLAN		$ -					$ -	-
C12-6228	JP PARK IMPROVEMENTS		$ 787,000	$ 450,012	$ 3,923	$ 62,543		$ 516,477	270,523
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE					$ 9,650		$ 9,650	(9,650)
C12-6233	TRAIL IMPROVEMENTS ALL AREAS		$ 250,000		$ 66,913	$ 64,409		$ 131,322	118,678
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	$13,666	$ 300,000	$ 42,652	$ 23,894	$ 37,471		$ 104,018	209,648
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	$31,595	$ -			$ 1,032		$ 1,032	30,563
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	$185,859	$ 1,000,000		$ 22,747	$ 1,138,610	$ (50,950)	$ 1,110,408	75,451
C14-6275	GWT		$ 500,000					$ -	500,000
C15-6277	WATER QUALITY	($857,705)	$ 1,000,000	$ 456,953	$ 48,530	$ 361,900	$ (1,159,371)	$ (291,988)	434,283
C17-6291	4-MILE BANE PROPERTY		$ 27,762			$ 27,762		$ 27,762	(0)
C17-6297	CBG-DYKSTRA PROPERTY		$ 3,404		$ 3,404		$ (200,000)	$ (196,596)	200,000
C17-6299	CBG-K KIMBERLY PROPERTY	($1,255,237)	$ 985,850			$ 3,492	$ (422,879)	$ (419,387)	150,000
C18-6302	WETLAND BANKING				$ 7,600	$ 2,000		$ 9,600	(9,600)
C18-6312	MISCELLANEOUS LAND	($5,400)	$ 17,785		$ 4,785	$ 7,600	$ -	$ 12,385	-
C19-6324	4-MILE GREENWAY RESTORATION	($6,652)	$ 17,652			$ 11,000		$ 11,000	-
C19-6327	EL - NORTH SHORE IMPROVEMENTS	$99,779	$ 500,000	$ 820,694	$ 520,299	286,350	$ (113,175)	$ 1,514,167	(914,388)
C19-6334	CBG LANE PROPERTY	$28,258				$ 19,548		$ 19,548	8,710
C20-6343	4-MILE/SLEEPY HOLLOW	($2,919)	$ 4,602,500	$ 812,127	$ 148,446	$ 3,685,363		$ 4,645,936	(46,355)
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS		$ 550,000		$ 5,914	$ 59,530		$ 65,444	484,556
C20-6348	ARTIFACTS		$ 54,710			$ 54,710		$ 54,710	(0)
C20-6349	COPPER CREEK		$ 150,000		$ 75,650	$ 28,809		$ 104,459	45,541
C20-6352	HTT TO POLK CITY		$ 424,000		$ 2,252			$ 2,252	421,748
C20-6353	SPECK PROPERTY		$ 1,612			$ 20,388		$ 20,388	(18,776)
C21-6354	TRAILS END MITIGATION BANKING	($400,205)	$ 4,000,000	$ 7,018,860	$ 203,728	$ 4,190		$ 7,226,777	(3,626,982)
C22-6355	SUSTAINABILITY	($5,995)	$ 320,000			$ 122,606		$ 122,606	191,399
C22-6356	4-MILE/MEEK		$ 232,884			$ 232,684		$ 232,684	200
C22-6357	4-MILE/LOCKARD		$ 2,260		$ 380	$ 1,880		$ 2,260	-
C23-6358	CBG - BAILEY PROPERTY		$ 435,529			$ 465,329	$ (91,442)	$ 373,887	61,642
C23-6359	SKATEPARK PARKING LOT		$ 250,000		$ 171,246			$ 171,246	78,754
C23-6360	SEPTICS		$ 300,000		$ 3,785	$ 75,009	$ -	$ 78,794	221,206
C23-6361	ALLEMAN/ZIEL		$ 371,268		$ 2,930	$373,193		$ 376,123	(4,855)
C23-6362	CAMP DODGE/HARDING		$ 10,464			$ 1,300,464	$ (1,290,000)	$ 10,464	-
C23-6363	YE-DEATON (MILDRED)		$ 297,559			$ 299,013		$ 299,013	(1,454)
C23-6364	BRENTON SLOUGH		$ -			$ 231		$ 231	(231)
C24-6365	BRANDING		$ 175,000			$ 66,180		$ 66,180	108,820
C24-6366	ICON WATER TRAILS		$ 1,500,000			$ 1,030,514		$ 1,030,514	469,486
C24-6367	WATER TRAILS - CONSERVATION		$ 700,000		$ 5,188			$ 5,188	694,812
C24-6368	JPEC - MOLD REMEDIATION		$ 8,779	$ -		$ 13,343		$ 13,343	(4,564)
C24-6369	CMO SHOP		$ 180,000			$ 5,091		$ 5,091	174,909
C24-6370	JPNC TERRACE		$ 500,000		$ 37,400			$ 37,400	462,600
C24-6372	DEIA INITIATIVE		$ 25,000			$ 7,500		$ 7,500	17,500
C24-6373	PUBLIC ART		$ 40,000			$ 8,421		$ 8,421	31,579
C24-6374	TRAILS END MITIGATION BANKING II		$ -		$ 19,141	$ 14,304		$ 33,445	(33,445)
C22-9999	MINOR BOND IMPROVEMENTS		$ 500,000			$ 737,720	$ (2,000)	$ 735,720	(235,720)
	JPEC ROOF REPLACEMENT		$ 180,000					$ -	180,000
	FUEL TANK REPLACEMENT		$ 74,000					$ -	74,000
	YB OAK VIEW POND PIERS		$ 25,000					$ -	25,000
	SOFT TRAIL UPGRADES		$ 100,000					$ -	100,000
C22-9998	INTEREST INCOME		$ -				$ (1,057,969)	$ (1,057,969)	1,057,969
	BROADWAY TO NEAL SMITH TRAIL		$ -					$ -	-
	TM PLAYGROUND RENOVATIONS		$ 400,000					$ -	400,000
	TECHNOLOGY		$ 10,000					$ -	10,000
	RETENTION FEE (5%)		$ 366,126					$ -	366,126
	TAXABLE PORTION OF BOND		$ 3,000,000					$ -	3,000,000
LAND ACQ	LAND ACQUISITIONS		$ 379,873					$ -	379,873
		($2,307,005)	$ 25,692,995	$ 9,601,298	$ 1,378,153	$ 10,659,945	$ (4,381,682)	$ 17,257,713	$ 6,128,277

November 8, 2023
Polk County Administration Building
111 Court Ave, Des Moines, IA 50309
5:30 PM – PCC Board Meeting

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in person for regular session Wednesday, November 8, 2023. The meeting was called to order at 5:33 p.m.

#23-1101 **Roll Call**
Members Present: **Lewis, Altringer, Mollenhauer, Cataldo, Crane**
Members Absent:

#23-1102 **Public Comments**

#23-1103 **MidAmerican Energy – Two Rivers Park Presentation**

#23-1104 **Pale Blue Dot LLC Sustainability Plan Presentation**

#23-1105 **Mountain Bike Park Presentation**

#23-1106 **Financial Reports**

#23-1107 **MOVED BY** Cataldo to approve the October 11, 2023 meeting minutes.
SECONDED BY Crane
Vote Yea: **Lewis, Altringer, Mollenhauer, Cataldo, Crane**
Members Absent:

CONSENT AGENDA

#23-1108 **Approving** bill list.

#23-1109 **Approving** a Statewide TAP Grant application and committing 20% matching funds for a project to repair several trail bridges on the Chichaqua Valley Trail.

#23-1110 **Approving** a Statewide Transportation Alternatives Set-Aside Program (TAP) grant application and committing 20% matching funds for the Great Western Trail repairs and/or jointly submitting a co-application with Warren County Conservation Board.

#23-1111 **Approving** application to the United States Forest Service Landscape Scale Restoration Competitive Grant for work at Chichaqua Bottoms Greenbelt.

#23-1112 **Providing** staff the Iowa Department of Natural Resources Wildlife Habitat Stamp grant resolution requirement for the Miller Property restoration at Chichaqua Bottoms Greenbelt (CBG).

#23-1113 **Recommending** to the Polk County Board of Supervisors the approval of a temporary construction easement to the City of Des Moines, Iowa, for the construction of a recreational trail along SW 63rd St. on land known as Brown's Woods Park and directing staff to request approval from the Polk County Board of Supervisors.

#23-1114 **Approving** $75,575 (plus 10% contingency) with Red Dot Advertising and Design to provide website design and development services for Sleepy Hollow.

#23-1115 **Receive** and file proposed user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

#23-1116 **Approving** the 2024-2025 minor bond projects.

LET THE RECORD SHOW it was moved by **Mollenhauer** to approve the consent agenda.
SECONDED BY Crane
Vote Yea: **Lewis, Altringer, Mollenhauer**, **Cataldo, Crane**
Members Absent:

ACTION ITEMS

#23-1117 **Reject** all Bids for the plans, specifications, form of contract documents and engineer's estimate designating the lowest responsible bidder for the construction of the Jester Park Nature Center Addition project.

LET THE RECORD SHOW it was moved by **Crane** to approve Action Item 23-1117.
SECONDED BY Mollenhauer
Vote Yea: **Lewis, Altringer, Mollenhauer**, **Cataldo, Crane**
Members Absent:

#23-1118 **Requesting** authorization to purchase 2,550 native ecotype container-grown trees as a sole source purchase from Iowa Native Trees and Shrubs in the amount of $84,150 for the Trails End Mitigation Bank to be planted in November 2023.

LET THE RECORD SHOW it was moved by **Crane** to approve Action Item 23-1118.
SECONDED BY Lewis
Vote Yea: **Lewis, Altringer, Mollenhauer**, **Cataldo, Crane**
Members Absent:

BOARD DISCUSSION

Director Remarks –

Decision Package for FY'24-'25 Budget – the preliminary decision package has been put together. A meeting has been scheduled with Kami/Rich/John Norris/Sarah Boese/Deb Anderson for Nov 27th. Rich will use the guidance/direction provided at the Nov 27th meeting to further refine the decision package and will present it at the December 13th PCC Board Meeting.
Lewis: When is the PCC Board approved decision package due to Polk County?

Leopold: The first or second week of January 2024 is the deadline to submit the PCC Board-approved Decision Package to Polk County.

Two Rivers Park – the Polk County Board of Supervisors is asking PCC to take on/manage Two Rivers Park. Rich can initiate conversations with specific members of the Board of Supervisors for Greg Lewis to get his operations questions answered, if desired. Operations questions should be addressed to the Board of Supervisors vs. the third-party contractors hired to design the park.

Altringer: Who is bringing this park to PCC?

Leopold: The Polk County Board of Supervisors

Lewis: How is this park going to be staffed with FTE's?

Leopold: An operations plan has been in negotiations with the Polk County Board of Supervisors and the City of Des Moines for the last year and a half. PCC will get $150,000 from Polk County and $150,000 from the City of Des Moines. $200,000 of the $300,000 will be allocated to PCC staff salaries. The remaining $100,000 will go towards Two Rivers Park materials and operations expenses. 2 FTE's and 2 PPT employees will be funded as a result of this negotiation. Assigned staff will rotate between Lauridsen Skatepark, Two Rivers Park, and the ICON Fleur Drive site utilizing a centralized staffing support model.

Lewis: How big is the ICON site?

Leopold: 42 acres

There is also a major trail system in the works connecting the Gay Lea Wilson trail over to the Bridgestone/Firestone plant. This trail will need maintenance so centralized staff will be tasked with overseeing those trail needs also.

Crane: Will there be a building that PCC staff can operate out of as a centralized base of operations?

Rich: We are working with MidAmerican to see if that can be incorporated into the Two Rivers Park design.

Cataldo: Considering Deb Anderson's less than optimistic budgeting forecast for the next few years (from the budget presentation she gave at the 10-11-23 PCC Board Meeting), is there any concern about obtaining additional staff if there is a need? Will PCC staff become overwhelmed if the FTE's don't materialize?

Rich: Prioritization of efforts is a constant topic of conversation with Deb Anderson and other Polk County budget authorities. PCC is less than 3% of Polk County's budget, so our asks have relative impact.

Altringer: "What IF" questions need to be addressed in these project agreements – with funding and staffing insecurities there needs to be a level of protection in the form of safety clauses in the agreements.

PCC needs to have the Polk County assistant attorney help build in some protection within these types of agreements. Consideration needs to be given to sustainable PCC continuous operations.

Rich: There are lots of other areas that we manage that we don't own – for example there are many areas owned by the US Army Corps of Engineers that PCC manages. Polk County has been very good in supporting the staff funding needs at Lauridsen Skatepark, and the Two Rivers Park is being structured similarly.

Survey QR Codes in Parks - The first season of using Survey QR codes in parks has concluded. Jessica Lown has compiled a report on usage by park visitors. The intent of the park survey was for visitors to provide constructive and actionable feedback about the parks. PCC had 50 surveys submitted across the overall parks system in a period of about six months. The vast majority of submitted reports were related to Yellow Banks Park and didn't contain information that was actionable. The few reports that were actionable were forwarded to parks staff to address as they were able.

GroupMe Text Chain - A new GroupMe text chain is coming to announce events to Board Members via cell phone. All PCC Board Members will be included on this text chain, so look for a text to come soon.

ICON West Des Moines Site Plan update – this location is north of Brown's Woods off of 1st St and 63rd St. The overall site plan cost is $1,300,000. West Des Moines has been very successful in getting grants – $400,000 REAP grant and a $75,000 DNR Water Access Grant have been obtained, and efforts are underway to apply for a $125,000 MidAmerican water trails grant. The surrounding land and boat ramp will come under PCC's management via this ICON initiative.

ICON Fleur Drive site update – plans are moving forward slowly. Rich met with Stephanie Oppel (new ICON Executive Director) for a two-hour meeting today. The planning process has been challenging. The initial landscape architect/consultant has been replaced with a new consultant, which Rich will be collaborating with moving forward.

2022 BOND - Kami/Rich have been working on BOND expenditure reporting and planning for the next BOND letting. The request will probably be around $7,000,000 and will be scheduled for May 2024 to align with other lettings Polk Co is doing. This will keep administrative costs down since administrative fees accompany each letting request. Rich will provide a breakdown of what the $7,000,000 will be applied to.

Sleepy Hollow Feasibility Study – Ellen Nelson with Funding Solutions has been hired. Preliminary discussion has resulted in an estimated $10-$15 million goal for the fundraising campaign. Case materials, committee members, and co-chair candidates are being considered at this time.
Crane: During a recent tour of the Sleepy Hollow grounds, it was obvious that the property has been neglected and is in a poor state. With a grand opening being planned for 2024, what plans are in place to change this?
Rich: Internal plans are in place to do some remodeling in the Sleepy Hollow Lodge so operations can launch in March 2024. The goal is to be functional, but to also let the public see that future improvements are sorely needed to bring the property up to PCC standards that the public has come to expect.

Deaton House update – Rich/Jill have toured the property. The initial report created by PCC's Construction/Maintenance/Operations staff outlined that the house would be too cost-prohibitive to rehab. When obtaining new land containing buildings/structures, PCC's goal is to share the detailed internal evaluation data of those buildings/structures with the Board to better decide next steps/direction (tear down or future rehab and utilization). Internal evaluation reports can be included in future Board packets for review and Board Member feedback.

Lockard Land Donation – PCC would still like to honor the Lockard family's 11 acre land donation publicly – possibly at a public Conservation Advisory meeting. The PCC Board will be notified when this event is scheduled.

Board & Chair Remarks –

Altringer: It's important to recognize the Lockard's donation publicly even though it's been almost a year.
Lewis: Director Leopold did a great job answering questions at this week's Izaak Walton League meeting. The economic value that PCC's new projects will generate will be significant and also impactful in showing the public that PCC has great staff that knows what they are doing – time should be taken to thank PCC staff and relish in these large accomplishments after each project is completed.
Cataldo: What is the significance of Lauridsen Skatepark's new certification by the USA Skateboarding Association?
Rankin: Recognition amongst the skateboarding community and elevation to the top of the list of preferred venues for USA Skateboarding events and competitions.

CLOSED SESSION
PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in closed session Wednesday, November 8, 2023 at **7:18 PM**.

MOTION:

#23-1119 **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.
SECONDED BY Mollenhauer

VOTE YEA: **(Unanimous) Lewis, Altringer, Mollenhauer, Cataldo, Crane**
Members Absent:

MEMBERS PRESENT: **Lewis, Altringer, Mollenhauer, Cataldo, Crane, Leopold, Rankin, Cook, Sheeley, Stoklasa, McFarlane**

MOTION: Moved by **Crane**, Seconded by **Mollenhauer** to go back into open session.

VOTE YEA: **(Unanimous) Lewis, Altringer, Mollenhauer, Cataldo, Crane**
Members Absent:

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: **(Unanimous) Lewis, Altringer, Mollenhauer, Cataldo, Crane**
Members Absent:

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

Meeting adjourned at **8:00 PM**.

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**CONSENT** **23-1207** **Kami Rankin** **Deputy Director**

AGENDA HEADING:
Approving proposed suggested donation for raptor education programs. All fees will become effective on January 1, 2024.

INFORMATION:
Several non-releasable birds have joined our team of educational ambassadors for outreach and education programs. These birds travel with Naturalists to schools, libraries, and other areas to provide raptor outreach programs with the goal of educating the public about Iowa raptors and conservation. All of the raptors live at the Jester Park Nature Center and are non-releasable due to prior injuries. These birds would not survive on their own and cannot be released.

While the majority of education programs are free, the raptors require specialized care and feeding which comes at a greater expense. Staff is recommending asking user groups for a suggested donation. If a user group has difficulty with the requested program donation, alternative arrangements can be discussed on a case-by-case basis.

Suggested Program Donation Amounts:

Classroom education - $50

Non-Profit/Service Clubs - $100

Corporate or For Profit - $150

FISCAL IMPACT:
Amount: N/A
Funding Source: Revenues from user groups offsets operating expenses

PREVIOUS BOARD ACTION(S):
Date: November 8, 2023 **(5 Yea)**
Roll Call Number: 23-1115
Action: Approving proposed user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

Date: March 23, 2023
Roll Call Number: 23-0307 (**4 Yea/ 1 Absent)**
Action: Approving Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.

Date: December 14, 2022
Roll Call Number: 22-1210 (**5 Yea)**

Action: Approving the fee adjustment for the Jester Park Nature Center after-hours rental fee and the elimination of the senior discount and off-season campsite rates.

RECOMMENDATION:
Approving proposed suggested donation for raptor education programs. All fees will become effective on January 1, 2024.

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**CONSENT** **23-1208** **Jeff Condon** **Leisure Services Manager**

AGENDA HEADING:
Approving proposed Sleepy Hollow State Fair user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

INFORMATION:
In 2024, Polk County Conservation staff will begin operating Sleepy Hollow State Fair camping in-house and not through our previous concessionaire. We propose maintaining the existing fee structure without modifications for year one operations. Specifically, we recommend charging a $595 fee per campsite for the entire duration of stay at Sleepy Hollow.

This recommendation is grounded in a strategic approach to ensure a seamless transition and operational stability during our initial year of management. By adhering to the current fee structure, we aim to establish a solid foundation for the Sleepy Hollow State Fair camping experience, placing emphasis on service quality and camper satisfaction.

FISCAL IMPACT:
Amount: Revenues estimated at $595 x 300 sites = $178,500

Funding Source: N/A

PREVIOUS BOARD ACTION(S):

Date: November 8, 2023 **(5 Yea)**
Roll Call Number: 23-1115
Action: Approving proposed user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

Date: March 23, 2023
Roll Call Number: 23-0307 (**4 Yea/ 1 Absent)**
Action: Approving Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.

Date: December 14, 2022
Roll Call Number: 22-1210 (**5 Yea)**
Action: Approving the fee adjustment for the Jester Park Nature Center after-hours rental fee and the elimination of the senior discount and off-season campsite rates.

RECOMMENDATION:
Approving proposed Sleepy Hollow State Fair user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

Proposed Sleepy Hollow Camping Contract:

POLK COUNTY CONSERVATION BOARD
CAMPING RESERVATION CONTRACT

By agreeing with these terms and conditions, you represent that you are 18 years or older and that you are authorized to make the reservation on behalf of your camping party. You further agree to assume full responsibility for the acts, negligence or omissions of the members of your camping party.

Polk County Conservation Board (PCCB) Park Rules and Regulations are to be followed. Click on the following link to obtain: **www.leadingyououtdoors.org**

CHECK-IN/CHECK-OUT
• All campers must be completely moved out of their site by Monday, August 19, 2024 at 12pm. **Check-in times will be assigned the week before** and correspondence will be sent directly to you via email that was used to register.

GETTING INTO YOUR CAMPSITE
• A camping unit is required. A camping unit is defined as a tent, trailer or motor vehicle specifically designed for such use as a temporary residence at a camp area.
• Park staff can be contacted at: 515-262-4100

GENERAL INFORMATION
• Violation of any state law or county regulation by any member of a camping party is cause for revocation of the camping privilege and the entire camping party may be required to leave the area.
• A camping party consists of no more than six (6) person(s) or is your immediate family of dependent children that will be occupying this campsite.
• No camping party or camping unit of any kind shall occupy any camp area for more than 16 days.
• No camping unit shall be left unoccupied for more than 24 hours once the Iowa State Fair has concluded. Unattended camping equipment beyond the 24-hour limit is subject to impoundment. Camping equipment which may be impounded shall be removed and disposed of as provided by law.

PARKING
• It is unlawful to park any motor vehicle other than in a designated parking area. Vehicle(s) parked at a camp site where a camping pad is available must be parked on the camping pad not the roadway or turf.
• Each campsite is allotted one parking space. If additional parking space(s) are required, this will be coordinated with Sleepy Hollow staff on a first-come, first-served basis. A window tag provided by Sleepy Hollow will be required for additional parked vehicles.

PETS
• Pets must be kept on a leash at all times (leash not to exceed six feet).
• Pets shall not be left unattended outside the camping unit.

GARBAGE
All garbage and litter must be placed in proper receptacles.

DUMPING
• There is no dumping station onsite.
• There will be a contract company onsite available for campers to utilize at their own expense if

dumping is necessary during the duration of the stay.

BEER / WINE REQUIREMENTS
• Keg beer and liquor are prohibited in campgrounds.

VISITORS
• All visitors must depart the area by park closing time.

SMOKING
• Polk County Conservation is a smoke-free environment. Click on the following link to obtain a copy of the PCCB's Clean Air Policy:**www.leadingyououtdoors.org**

RESERVATION MODIFICATIONS (INCLUDING DATE CHANGE)
• Any modifications you make to an existing reservation will be assessed a $10 change fee.
• Name of person on contract will be the only person who can make modifications to the camping reservation.
• All reservation modifications must be made by calling the Polk County Conservation office at 515-323-5300, option 1.
• In order to make any modification to an existing reservation, the request must be made a minimum of 30 days prior to the date on which the campsite is reserved.
• If the modification is a change in campsite and the cost of the campsite to which you are changing to reserves at a higher fee, you will be asked to pay the difference in cost. If the cost of the campsite to which you are changing to rents at a lesser fee, renter forfeits the difference in cost.

Refund Policy:

• If you cancel your reservation more than 30 days prior to the date on which the campsite(s) is/are reserved, 50% of your reservation is NON-REFUNDABLE.

• If you cancel your reservation less than 30 days prior to the date on which the campsite(s) is/are reserved, 100% of facility reservation is NON-REFUNDABLE.

• If a reservation is cancelled by PCCB due to a natural disaster or if by some means the campsite is unusable, a full refund will be issued to the person that made the original reservation.
• Refunds will be issued to person who paid for the reservation.

Cancellation Policy:

Cancellations cannot be done on the website and must be made by calling and/or emailing the Polk County Conservation office a minimum of 30 days prior to the date on which the campsite(s) is reserved to qualify for a partial refund (see Refund Policy).

Agreements:

- I understand that I must be out by Monday, August 19, 2024 at 12pm and that check-in times will be assigned the week before.

- I understand cancellation fees apply. No refund if cancelled within 30 days of arrival date.
- I understand if I change my reservation, I will be charged $10. No changes allowed within 30 days.

	Date	December 13, 2023
POLK COUNTY CONSERVATION	**Item No.** **Roll Call No.** **Submitted by:**	**CONSENT** **23-1209** **Kami Rankin** **Deputy Director**

AGENDA HEADING:
Approving proposed user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

INFORMATION:
Polk County Conservation annually reviews our various fees and charges to ensure we are covering operational costs and are within the market for facilities and program fees. Minimal user fee changes are proposed for 2024. The addition of Sleepy Hollow Sports Park does necessitate the implementation of user fees for that operation. These fees will be brought to the Board for approval in the coming months.

The proposed fee modifications and additions are:

1) Increase Jester Park Shelter 2 from $50 per day to $60 per day due to it now being electrified. This increase will make it consistent with the other powered shelters at Jester Park.
2) Update the verbiage that applies to environmental education fees for organized youth groups to now read: *Polk County Conservation offers a variety of programs for organized youth groups. Each program is $25 and each program fee will be charged when scheduled. Number of programs charged depends on number of attendees. (Scout and 4-H programs are free but must have a minimum of 10 participating youth).*

FISCAL IMPACT:
Amount: N/A

Funding Source: Revenues from customers into various operating accounts

PREVIOUS BOARD ACTION(S):

Date: March 23, 2023
Roll Call Number: 23-0307 **(4 Yea/ 1 Absent)**
Action: Approving Equestrian Center facility rental fees resulting from the installation of the overhead heaters in the indoor arena.

Date: December 14, 2022
Roll Call Number: 22-1210 **(5 Yea)**
Action: Approving the fee adjustment for the Jester Park Nature Center after-hours rental fee and the elimination of the senior discount and off-season campsite rates.

Date: December 8, 2021
Roll Call Number: 21-1209 **(4 Yea; 1 Absent)**

Action: Approving rental and fee adjustments for the Jester Park and Thomas Mitchell cabins, electric, non-electric and full hookup campsites, and Jester Park Equestrian Center, effective January 3, 2022.

RECOMMENDATION:
Approving proposed user fee rates for Board action at the December 13, 2023 meeting. All fees will become effective on January 1, 2024.

POLK COUNTY CONSERVATION	Date	December 13, 2023
	Item No. Roll Call No. Submitted by:	**CONSENT** **23-1210** **Cassandra Cook** **Conservation Ecologist**

AGENDA HEADING:
Awarding lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to Arbor Masters in a contract amount of $55,306.25, plus a 10% contingency.

INFORMATION:
Over the last two years, Polk County Conservation (PCC) has contracted out hazardous ash tree removals resulting from emerald ash borer infestations in many of our parks. These removals were deemed essential to park user safety. PCC staff performed another survey of hazard trees and identified roughly 182 ash and other hazard trees to be removed. This contract will include removal of trees, hauling away of cut material, and stump grinding/soil grading if needed. Trees to be removed are located in or adjacent to maintained areas of high recreational use in each park.

Ten bids were received and opened on December 1, 2023. The lowest responsible bidder was Arbor Masters with a bid of $55,306.25. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Bid
Arbor Masters	$55,306.25
Zehender Disaster Relief	$67,499.00
RW Excavating	$70,000.00
Xtreme Tree	$71,309.00
Green Tree Care	$91,500.00
Custom Tree Care	$96,465.00
Johnston Stump Grinding LLC	$137,607.00
Central Tree Pros	$138,800.00
J. Pettiecord	$172,600.00
JT. Services	$183,500.00

FISCAL IMPACT:

Amount:	$55,306.25	Contract Amount
	$ 5,530.62	10% Contingency
	$60,836.87	**Not to Exceed**

Funding Source: 2022 Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):
Date: January 11, 2023
Roll Call: 23-0112 **(4-Yea, 1-No)**

Action: Awarding lowest contractor bid for hazard tree removals in Polk County Conservation parks to Xtreme Tree in a contract amount of $61,823, plus a 10% contingency.

Date: February 9, 2022
Roll Call: 22-0218 **(5-Yea)**
Action: Awarding lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to RW Excavating in a contract amount of $85,500, plus a 10% contingency.

Date: November 10, 2021
Roll Call: 21-1111 **(5-Yea)**
Action: Awarding lowest contractor bid for hazard ash tree removal from PCC Easter Lake and Thomas Mitchell to J. Pettiecord, Inc. in a contracted amount not to exceed $47,575.00 with a 10% contingency ($4,325.00).

RECOMMENDATION: Awarding lowest contractor bid for Hazard Tree Removals in Polk County Conservation parks to Arbor Masters in a contract amount of $55,306.25, plus a 10% contingency, and authorizing the Director or their designee to sign the contract.

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**CONSENT** **23-1211** **Cassandra Cook** **Conservation Ecologist**

AGENDA HEADING:
Awarding lowest contractor bid for Timber Stand Improvement at Easter Lake Park and Fourmile Creek Greenway to Xtreme Tree in a contracted amount of $73,338.00 with a 10% contingency.

INFORMATION:
In the summer of 2022, Polk County Conservation (PCC) staff entered into an agreement with the Polk Soil and Water Conservation District to receive funding from Department of Natural Resources Section 319 to perform habitat restoration and enhancement along the south shore of Easter Lake Park (see attached map). The goals of this project are to address habitat degradation and improve infiltration of storm water via an increase in understory herbaceous vegetation. The woodlands in this area have many invasive species throughout and a closed canopy which has 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 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 2023-2024.

PCC has also added on to this project thirteen acres of floodplain woodland in Strasser Woods (part of the Fourmile Creek Greenway), which is also in need of restoration due to many of the same issues at Easter Lake. Staff added this project onto the Easter Lake bid to gain better pricing.

Five bids were received and opened on December 1, 2023. The lowest responsible bidder was Xtreme Tree with a bid of $73,338.00. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Amount
Xtreme Tree	$73,338.00
Four Seasons	$89,700.00
Arbor Masters	$107,300.00
Adaptive Wildlife Management	$119,700.00
Green Tree Care	$157,000.00

FISCAL IMPACT:

Amount:	Timber Stand Improvement Contract	$73,338.00
	10% Contingency	$ 7,333.80
	Not To Exceed	**$80,671.80**
Funding Source:	DNR Section 319 Grant Funding	$55,003.50

2022 NR Bond Funds	$18,334.50+

PREVIOUS BOARD ACTION(S):
Date: February 8, 2023
Roll Call: 23-0207 **(4-Yea, 1-Absent)**

Action: Awarding the contract to Ames Goats on the Go, LLC for goat grazing services at Easter Lake with contract amount of $76,869.00, plus a 10% contingency.

RECOMMENDATION: That the Board accept the low bid from Xtreme Tree for Timber Stand Improvement at Easter Lake Park and Fourmile Creek Greenway and authorize the Chair or their designee to sign the contract.

Project Locations


E 35TH ST
EASTON BLVD
Fourmile Creek Greenway
E 38TH ST
E 38TH CT
MATTERN AVE
E JEFFERSON AVE
Project Area - 13 acres
THORRE DR

	Date	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**CONSENT** **23-1212** **Cassandra Cook** **Conservation Ecologist**

AGENDA HEADING:
Approving application to the United States Forest Service Community Forest and Open Space Conservation Program for Brenton Slough.

INFORMATION:
Polk County Conservation (PCC) staff would like to apply for land acquisition funding for the Brenton Slough from the United States Forest Service Community Forest and Open Space Conservation Program. Staff is working with the Iowa Natural Heritage Foundation (INHF) on this grant proposal, which would include a grant ask of a maximum of $600,000 to purchase roughly 200 acres of land at Brenton Slough. This grant program aims to establish community forests by protecting forestland from conversion to non-forest uses and provide community benefits including public recreation, environmental and economic benefits, and forest-based educational programs. The Brenton Slough Project will be a highly competitive proposal for this grant funding as the goals of the grant fall in line with PCC's intended management plan for the slough. The grant requires a 1:1 match of non-federal funds. Staff is working through details with INHF to finalize the grant ask and proposal.

FISCAL IMPACT:

Amount:	Acquisition	$1,200,000 maximum
Funding Source:	Forestry Grant Ask	$600,000
	2022 Bond Funds	$600,000

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Approving application to the United States Forest Service Community Forest and Open Space Conservation Program for Brenton Slough.

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**CONSENT** **23-1213** **Kami Rankin** **Deputy Director**

AGENDA HEADING:
Approving the execution and delivery of the Destination Iowa grant agreement that was awarded in June of 2022 for the Easter Lake North Shore project.

INFORMATION:
In June of 2022, Polk County Conservation received notification from the Iowa Economic Development Authority (IEDA) awarding $2,500,000 in Destination Iowa funding for the Easter Lake North Shore project.

As part of the fund disbursement process, documentation is needed from the Board approving the execution and delivery of the grant agreement. The grant agreement is included for your review. Now that construction is substantially completed on the north shore, staff will be requesting reimbursement in early 2024.

FISCAL IMPACT:

Amount: **$ 2,500,000 (grant award)**

Funding Sources: Destination Iowa

PREVIOUS BOARD ACTION(S):
N/A

RECOMMENDATION:
Approving the execution and delivery of the Destination Iowa grant agreement that was awarded in June of 2022 for the Easter Lake North Shore project.

GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
POLK COUNTY CONSERVATION BOARD

PROGRAM:	Destination Iowa Outdoor Recreation
AWARD NO.:	22-DOR-002
AWARD AMOUNT:	$2,500,000
TERM OF AGREEMENT:	June 17, 2022 – September 30, 2026

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and Polk County Conservation Board ("Subrecipient").

AWARD IDENTIFICATION

SUBRECIPIENT NAME:	Polk County Conservation Board
SUBRECIPIENT LEGAL ENTITY NAME:	Polk County Conservation Board
SUBRECIPIENT ADDRESS:	12130 NW 128th St.
CITY, STATE, ZIP:	Granger, IA 50109
SUBRECIPIENT UEI NUMBER:	LPY1G93JWAH4
FEDERAL AWARD IDENTIFICATION NUMBER:	SLFRP4374
FEDERAL AWARD DATE:	July 9, 2021
GRANT PERFORMANCE START DATE:	June 17, 2022
GRANT PERFORMANCE END DATE:	September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED:	$2,500,000
SUBRECIPIENT TOTAL PROJECT COST:	$7,955,319
FEDERAL GRANT PROJECT DESCRIPTION:	Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARDING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Megan Andrew, 515.348.6167
ASSISTANCE LISTING NUMBER:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE:	$100,000,000.00
IS THIS AWARD R & D:	No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the $2,500,000 specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Destination Iowa Outdoor Recreation Grant for a project described in Exhibit C, Description of the Project and Award Budget (the "Project"). The Destination Iowa Outdoor Recreation Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit C must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION OF COMPLIANCE

Subrecipient shall provide the Authority with satisfactory documentation of compliance with 2 C.F.R. 200 – *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal*

Awards ("Uniform Guidance"), including procurement standards therein, and any other federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the award.

3.3 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority by submission of Draw Request Reimbursement form and accompanying documents to destinationiowa@iowaeda.com. The Subrecipient shall provide documentation satisfactory to the Authority of 100 percent of project financing prior to submitting its first draw request. Subrecipient may make up to four reimbursement requests per calendar year. Funds will be reimbursed based on the award to total project cost percentage. The following shall accompany all draw requests:

3.3.1 A Draw Request Reimbursement Form (form prescribed by the Authority).

3.3.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.

3.3.3 Copies of paid invoices shown on the Draw Request Itemization

3.3.4 The Authority reserves the right to request additional documentation, including but not limited to documentation relating to expenditures to be reimbursed, including but not limited to, copies of cancelled checks or other documentation of payment.

3.4 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit all draw requests; document completion of project construction to the satisfaction of the Authority; and obtain waiver(s), release(s), or other documentation of resolution of any and mechanics or other liens by no later than September 30, 2026. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. The Authority is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2026.

3.5 PROJECT PERFORMANCE CHECKS

The Authority will conduct project performance checks as follows:

3.5.1 Quarterly Reports. The Authority will review project progress information provided in quarterly reports submitted pursuant to Article 5.3.1.

3.5.2 June 30, 2024 – Compliance Check. The Authority will review the Project to verify compliance with requirements to obligate funds and procurement standards.

3.5.3 September 30, 2026 – Closeout. Documentation to closeout the grant will include the following:

a. Photo verification that the items in Exhibit C, Description of the Project and Award Budget have been completed as presented in Exhibit A, Subrecipient's Application.
b. Verification that the total project cost in Exhibit C has been expended as presented in Exhibit A, Subrecipient's Application.
c. Any other documentation requested by the Authority.

3.5.1 The Authority reserves the right to conduct additional performance checks to verify compliance with the Grant terms.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to complete the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 EFFECTIVE DATE OF COVENANTS, WARRANTIES, AND REPRESENTATIONS

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibits A and C.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to the Uniform Guidance and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by the Authority. Reporting shall include, but shall not be limited to, amount of funds obligated and amount of funds expended.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.3.3 *Davis-Bacon Reporting.* If the expected total cost of the Project is Ten Million Dollars ($10,000,000) or more, the Subrecipient shall report whether, to complete the Project, the Subrecipient is using funds from a federal program other than an ARPA program ("non-ARPA program") that requires enforcement of the Davis-Bacon Act. If enforcement of the Davis-Bacon Act is required because the Subrecipient is using funds from a non-ARPA program that requires enforcement of the Davis-Bacon Act, the Subrecipient shall report that information to the Authority and shall certify that it is enforcing the Davis-Bacon Act.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant or Project facility. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Under the Destination Iowa Program, costs incurred before notice of award are not eligible for reimbursement through the program. Therefore, all costs incurred prior to June 17, 2022 and after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

5.10.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

5.10.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.

5.10.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.11 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

5.11.1 *Contractor Eligibility*. The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at https://www.sam.gov/.

5.11.2 *Subrecipient Integrity and Performance Matters*. The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than $10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.12 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

<u>ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT</u>

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

7.1.1 *Material Misrepresentation*. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.

7.1.2 *Noncompliance*. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.

7.1.3 *Misspending*. If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.

7.1.4 *Lack of Capacity*. If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.

7.1.5 *Abandonment*. If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

7.1.6 *Failure to Comply with Laws*. If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;

7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and

7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include, but are not limited to, alteration of existing approved activities or inclusion of new activities.

8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.

8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

8.2.1 *Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than $750,000 in total federal funds.

8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends $750,000 or more in total federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year. If an audit is required, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs.

Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.

8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.

8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.

8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.

8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

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

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.10.3 Exhibit C – Description of the Project and Award Budget

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit C – Description of the Project and Award Budget

9.11.4 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: POLK COUNTY CONSERVATION BOARD

BY: Kami Rankin

Kami Rankin (Aug 23, 2022 13:13 CDT)

Authorized Signature

Kami Rankin Deputy Director

Print Name / Title

DATE: 08/23/2022

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Debi Durham (Aug 23, 2022 13:20 CDT)

Deborah V. Durham, Director

DATE: 08/23/2022

EXHIBIT A

Subrecipient's Destination Iowa (FUND) Grant Application (on file with the Authority)

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in

Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

Exhibit C

Description of the Project and Award Budget

Subrecipient: Polk County Conservation Board
Project Name: Easter Lake North Shore Project
Award Date: June 17, 2022
Funds to be obligated by: December 31, 2024
End Date (Funds to be expended by): September 30, 2026

Project Description:

The Easter Lake North Shore Project will help complete the transformation of Easter Lake Park into a universally designed, inclusive recreational hub for individuals of all ages and abilities. Plans for improvement include a beach walkway and zero entry dock, accessible canoe/kayak launch, swimming beach expansion, adaptive pontoon fishing boat and garage, inclusive natural playscape, beach concessions, and an environmental education learning center.
Improvements will also allow Des Moines Rowing to relocate to Easter Lake and expand the organization's seven-year-old Adaptive Rowing Initiative (AMI), which provides para-rowing programming for persons with disabilities.

The applicant indicates that there is no other park with this kind of universal design and level of accessibility in the State of Iowa or even the United States as a whole.

Budget:

Sources of Funds	Amount	Uses of Funds	Amount
Destination Iowa Grant	$2,500,000	Construction	$6,742,181
Public Funding	$1,400,000	Fixtures/Furniture/Equipment	$639,392
Private Fundraising	$1,356,053	Public Art & Landscaping	$323,746
Unidentified Funds	$2,699,266	Other-Universal Design Elements	$250,000
	Total: $7,955,319		Total: $7,955,319

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**CONSENT** **23-1214** **Adam Fendrick** **Park Planner**

AGENDA HEADING:
Approving Transportation Alternatives Program (TAP) grant application and intent to provide 20% matching funding for 2027 TAP funding for the Polk City to High Trestle Trail connection.

INFORMATION:
Staff, with the support of Polk City, would like to submit a TAP application for 2027 funding for the trail connection from Polk City to the High Trestle Trail. A Resolution is required as part of the grant application stating that the Polk County Conservation Board will commit funds, up to 20% project costs, as required to construct the trail. Staff will request a grant in the amount of $1,000,000 and split the grant 50/50 with Polk City.

If approved and constructed, this trail segment will provide a loop option between the Neal Smith and High Trestle Trails through the communities of Ankeny and Polk City.

FISCAL IMPACT:
Amount:

$1,375,000	Project Total Cost
$1,000,000	Grant Request Split 50/50
$ 500,000	PCC Grant Portion
$ 100,000	PCC Match (20%)

Funding Source:
$250,000 FY-2026 Surface Transportation Grant (50/50 split with Polk City)
$250,000 FY-2025 Surface Transportation Grant
$ 500,000 Polk County Land & Water Legacy Bond - Trails

PREVIOUS BOARD ACTION(S):
Date: NA
Roll Call: NA
Action: NA

RECOMMENDATION:
Approving Transportation Alternatives Program (TAP) grant application and intent to provide 20% matching funding for 2027 TAP funding for the Polk City to High Trestle Trail connection and directing staff to apply for the grant.

POLK COUNTY CONSERVATION BOARD

R E S O L U T I O N

MOVED by ________________________ that the following Resolution be adopted:

WHEREAS, Polk County Conservation Board is a partner with the MPO to apply for funding from the Transportation Alternatives program (TAP) for the Fiscal Year 2027-2028 program year; and

WHEREAS, the TAP funding is intended for projects that preserve and improve the conditions of pedestrian/bicycle infrastructure; and

WHEREAS, Polk County Conservation and the City of Polk City are partnering on the construction of this project, and together are submitting an application for consideration, with a total request of $1,000,000; and

WHEREAS, the program grant requires a commitment of a financial contribution of a local match at 20% of $500,000 towards the implementation of the proposed project; and

NOW, THEREFORE BE IT RESOLVED, by the Polk County Conservation Board, to commit a local match of 20% ($100,000) for FY27-28 to the Transportation Alternatives Program for a future proposed project.

The Polk County Conservation Board hereby commits to accept and maintain these improvements for a minimum of twenty (20) years following completion.

Approved this 13th day of December 13, 2023

POLK COUNTY CONSERVATION BOARD

____
Jill Altringer, Chairperson

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **CONSENT** **Roll Call No.** **23-1215** **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 12, 2023 Conservation Board Meeting. All changes in this manual will be effective January 1st, 2024.

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, 2024.

FISCAL IMPACT: None
Amount:
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 12, 2023, Conservation Board Meeting. All changes in this manual will be effective January 1st, 2024.

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, 2024.

1. **Front page: Effective date changed to January 1, 2024**

2. **Table of Contents: updated page numbering.**

3. **Formatting & typo edits.**

4. **Changed verbiage in "Compensatory (Comp) Time and UKG section, Item 2.**
    a. Replaced "Pre-scheduled hours will appear automatically on the employee's timecard and schedule." with "Pre-scheduled hours will appear on the employee's SCHEDULE once submitted, and the employee's TIMECARD once approved by the supervisor."

5. **Changed notification time period from 1 hour to 30 minutes to align with previous "Sick Leave & UKG" policy statement. Pg 26**
    a. *Notification of Illness*
    An employee shall be required to notify the supervisor on duty at least 30 minutes before his/her scheduled reporting time, stating the nature of the illness and the expected period of absence. The supervisor shall provide a means for such notification. The supervisor or his/her designee shall report the employee absence immediately to the PCC administration office.

6. **Added stipulation to turn in Travel, Meetings, and Expense reimbursement claims within 30 days of accruing the expense. Pgs 52 & 86**
    a. *GENERAL POLICY*
    It is the policy of Polk County Conservation to pay reasonable amounts related to travel, meetings and expense reimbursement which are deemed to serve the public purpose of being necessary and/or beneficial to the operation of Polk County Conservation (PCC). All travel and training requests should be discussed with your immediate supervisor to coordinate coverage and minimize over-time (Appendix #8). All claims for reimbursement of travel, meetings, and other expenses should be submitted to the PCC Administration Office within 30 days of incurring the expense.
    b. *Reimbursement Process:*
    Claims (payment vouchers) for reimbursement of overnight travel expenses should be filed with the PCC Administration Office within 30 days after expenses have been incurred. Expenses shall be summarized on the 'Polk County Travel Form' (Appendix #9) and supported by receipts as described in other sections of this Policy.

7. **Added stipulation requiring employees to turn in all Safety-Toed Footwear receipts (within 30 days of accruing the expense) for one reimbursement payment. Pg 93**
    a. *Employees in positions that are required to wear safety-toed footwear in the completion of their work duties are eligible for the safety-toed footwear stipend. Receipts must be turned in within 30 days of accruing the expense and if multiple items have been purchased to use the total stipend, all receipts must be turned in at once to be paid with one reimbursement payment. Safety-toed footwear are to be worn daily to protect you in completion of your assigned work.*

8. **Updated and re-organized the Wearing Apparel Stipend chart. Pg 94**

APPAREL STIPENDS		
New Full-Time Employees	$150.00	Shirts, hats, pull-over's, coats, insulated cover-all/bibs/jackets*, etc.
Existing Full-Time Employees	$125.00	Shirts, hats, pull-over's, coats, insulated cover-all/bibs/jackets*, etc.
Permanent PT Employees	$90.00	Shirts, hats, pull-over's, coats, insulated cover-all/bibs/jackets*, etc.
Seasonal/On-Call Employees	$60.00	Shirts, hats as provided by PCC
SAFETY-TOED FOOTWEAR STIPENDS		
Eligible Full-Time Employees	$200.00	Safety-toed footwear reimbursed stipend every 2-yrs.
PPT/Seasonal/On-Call Employees	$100.00	Safety-toed footwear reimbursed – after 3 months/end of season/once every 12 months

9. **Changed all instances of "Board" to "Committee" in the Damage Review Committee Policy. Pgs 102 – 104**

10. **Change "take" to "recommend" in "Authority of Committee" item B. Pg 103**
    a. *The board will have the authority to "recommend" disciplinary action in the form of….*

11. **Added point system to Damage Review Committee Policy. Pg 103**
    a. *Each incident of damage to county property where fault is found will receive one (1) to three (3) points based on the level of damage. Assigned point(s) will remain on an employee's record for three (3) calendar years. The Committee will determine the level of disciplinary action based on the number of points accrued in a rolling three-year period. Three points within one year would typically result in more severe disciplinary action, whereas three points over a three year period may result in less disciplinary action.*

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**ACTION** **23-1216** **Cassandra Cook** **Conservation Ecologist**

AGENDA HEADING:
Approving expenditure of Polk County Water & Land Legacy bond funds for Chichaqua Bottoms Greenbelt public improvements.

INFORMATION:
Over the last year, Polk County Conservation staff has been meeting regularly to develop priority projects for Chichaqua Bottoms Greenbelt (CBG). CBG is the only Polk County Conservation park that has not received significant bond improvement dollars due to the size and complexity of this area. The goal of this planning is to facilitate increased public use and access to the great amenities at CBG without impacting its value as a wildlife refuge. Some major themes/needs that have come from this planning effort include updating camping amenities, utilizing the Speck House as a visitor center, and developing a driving tour and various "hot spots" for the public to visit and learn more about the park. Two million dollars of bond money has been set aside for these improvements beginning in 2026. Due to the high demand of improvements by the public, PCC staff would like to complete some smaller-scale, low budget/ "high reward" improvements before that time. Staff is recommending to include these expenditures within the upcoming bond letting for bond monies to become available in the spring of 2024. The remaining dollars can be used in 2026 when that letting occurs.

The CBG planning committee would like to complete roughly $367,000 worth of improvements that include a variety of updates to the existing campground including:

- Electrical upgrades so that every site has both 30 and 50-amp hookups
- Camp pad upgrades including new timbers and gravel
- Creation of two new electrical sites
- New primitive tent camping area that has roughly 16 sites and a restroom facility

Additional projects include the creation of a trail connection and two day-use shelters (one near the tent campground and one near the natural playscape). This work will also compliment an existing bond allocation for 2024 to install a natural playscape at CBG. The CBG planning committee feels that these improvements will provide a better experience for visitors, fulfill a recreational need that is missing at the park, and encourage more public use in the future.

FISCAL IMPACT:
Amount: $367,000 Bond Expenditure for CBG Improvements
(budget breakdown attached)

PREVIOUS BOARD ACTION(S): None

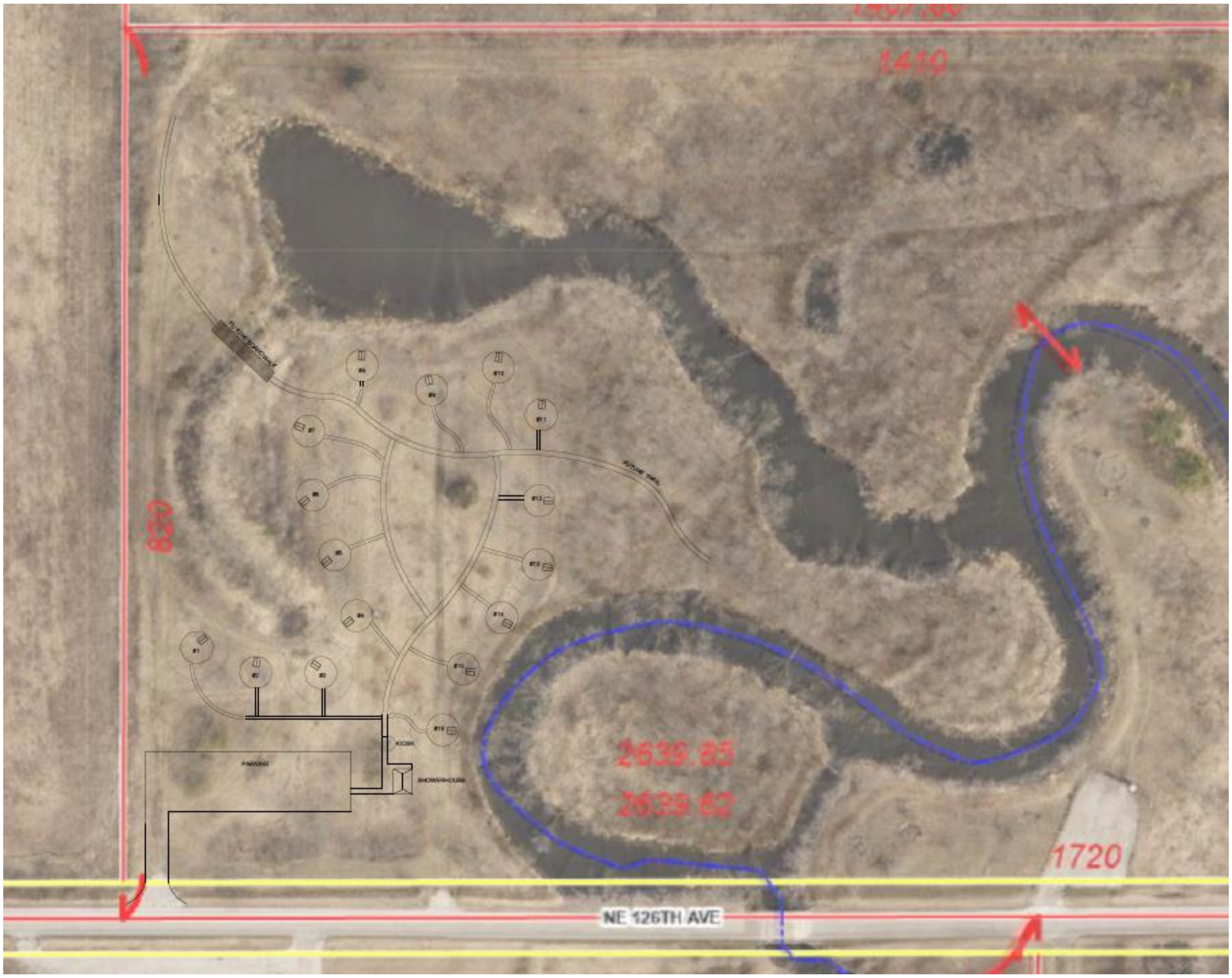
RECOMMENDATION: Approving expenditure of Polk County Water & Land Legacy bond funds for Chichaqua Bottoms Greenbelt public improvements.

Chichaqua Bottoms Greenbelt Public Improvement Projects

Item	Cost Estimate
Natural Playscape Area	
Parking Lot	$ 1,500.00
Picnic Shelter	$ 20,000.00
Grill/picnic tables	$ 1,000.00
RV Site Upgrades	
Electrical upgrades to 30/50a	$ 20,000.00
Pad upgrades (timbers, gravel)	$ 35,000.00
Create 2 new RV sites	$ 8,000.00
Rendezvous area	
Run water to area	$ 75,000.00
Add spigot to site 3	$ 4,000.00
Run electricity	$ 17,000.00
Restroom/shower house	$ 145,000.00
Parking Lot	$ 3,500.00
Fire rings/picnic tables	$ 16,000.00
South of Road day use tent/MIRC	
Shelter	$ 20,000.00
Grill/picnic tables	$ 1,000.00
Total Expenditures	**$ 367,000.00**

Project Locations

Tent Campground Draft Plan



POLK COUNTY CONSERVATION	Date	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**ACTION** **23-1217** **Adam Fendrick** **Park Planner**

AGENDA HEADING
Approving the Purchase Agreement with Bob Berggren to purchase 1.80 acres of property near Polk City, Iowa, for an amount of $72,000.00 plus closing costs.

INFORMATION:
Polk County Conservation has been collaborating with Polk City to build a trail connection from the High Trestle Trail to the Neal Smith Trail through Polk City. Most of this trail will be within the city limits of Polk City. However, a 1.5-mile section (comprised of four individual land owners) of trail lies within unincorporated Polk County so Polk County Conservation will lead the development of this trail section.

The land was appraised in 2021 for $33,500/acre. Negotiations with land owners settled on a purchase price of $40,000/acre with Polk County Conservation paying up to appraised price and Polk City paying the additional $6,500/ac above the appraised price. Polk City will reimburse Polk County Conservation for their portion of the land acquisition price.

FISCAL IMPACT:

<u>Amount</u>:	$72,000.00, plus closing costs
<u>Funding Source</u>:	Polk County Conservation Water & Land Legacy Bond - $60,300.00 Polk City - $11,700.00

PREVIOUS BOARD ACTION(S):
<u>Date:</u> February 10, 2021
<u>Roll Call:</u> 21-0214 **(Yea – 5)**
<u>Action:</u> Approving Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection.

<u>Date:</u> January 2022
<u>Roll Call:</u> 22-0117 **(Yea – 5)**
<u>Action:</u> Ratifying the in-person vote that took place at the Polk County Conservation Board Retreat on Thursday, January 6th, 2022, to approve a joint application with Polk City for the Transportation Alternatives Program (TAP) grant application and intent to provide 20% matching funding for 2026 TAP funding for the High Trestle Trail to Neal Smith Trail connection.

RECOMMENDATION:
Approving the Purchase Agreement with Bob Berggren to purchase 1.80 acres of property near Polk City, Iowa, for an amount of $72,000.00 plus closing costs and directing the Board Chair or his designee to sign said agreement and direct staff to continue working with Mr. Berggren to complete the purchase.

PROPERTY PURCHASE AGREEMENT

TO: Bob Berggren, Berggren Farms, LLC (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell **1.8** **acres** of the real property situated in Polk County, Iowa, legally described as:

- SE 1/4 NE 1/4 SEC 36-81-25
- **Exact boundaries TBD by pre-purchase survey.**

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 purposes:

1. PURCHASE PRICE. The Purchase Price shall be $ **72,000.00** and the method of payment shall be as follows:

Entire balance to be paid at closing. Closing currently scheduled to take place on or about December 15, 2023.

2. REAL ESTATE TAXES. SELLERS shall pay real estate taxes prorated to the date of possession and any unpaid real estate taxes for any 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 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 acceptance December 15, **2023.**

B. If "A" is stricken, then SELLERS shall pay at time of closing, all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. 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.

D. 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.

E. 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 December 15, 2023**, 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 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 receipt of the title transfer documents** and receipt of all funds then 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: NONE

The following items shall not be included: NONE

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 return 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 merchantable 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. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. BUYERS will bear any costs incurred to divide a parcel.

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 BUYER 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, substance, 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 **General Warranty Deed**, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or 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 right 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 the 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.

B. 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 judgement 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 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 services 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: SELLER shall be given the right to farm the land they are conveying to Polk County for one cropping season (2024) free of compensation to BUYER.

The BUYER agrees to plant shrubs/trees in strategic locations along the trail to minimize the risk of harvest debris from reaching the proposed trail.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before **December 15, 2023**, 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

Dated 11-8-23.
SELLERS
Bob Berggren, Berggren Farms LLC.

Dated ______________________.
BUYERS
Polk County Conservation Board

Robert Berggren
Bob Berggren (SELLER)
PO Box 36
Le Grand, IA 50142

____
(BUYER) – Name & Title:
Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109
515-323-5300

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**ACTION** **23-1218** **Adam Fendrick** **Park Planner**

AGENDA HEADING
Approving the Purchase Agreement with Ron Kamps to purchase 5.43 acres of property near Polk City, Iowa, for an amount of $217,200.00 plus closing costs.

INFORMATION:
Polk County Conservation has been collaborating with Polk City to build a trail connection from the High Trestle Trail to the Neal Smith Trail through Polk City. Most of this trail will be within the city limits of Polk City. However, a 1.5-mile section (comprised of four individual land owners) of trail lies within unincorporated Polk County so Polk County Conservation will lead the development of this trail section.

The land was appraised in 2021 for $33,500/acre. Negotiations with land owners settled on a purchase price of $40,000/acre with Polk County Conservation paying up to appraised price and Polk City paying the additional $6,500/ac above the appraised price. Polk City will reimburse Polk County Conservation for their portion of the land acquisition price.

FISCAL IMPACT:

Amount:	$217,200.00 plus closing costs
Funding Source:	Polk County Conservation Water & Land Legacy Bond - $181,905.00 Polk City - $35,295.00

PREVIOUS BOARD ACTION(S):
Date: February 10, 2021
Roll Call: 21-0214 **(Yea – 5)**
Action: Approving Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection.

Date: January 2022
Roll Call: 22-0117 **(Yea – 5)**
Action: Ratifying the in-person vote that took place at the Polk County Conservation Board Retreat on Thursday, January 6th, 2022, to approve a joint application with Polk City for the Transportation Alternatives Program (TAP) grant application and intent to provide 20% matching funding for 2026 TAP funding for the High Trestle Trail to Neal Smith Trail connection.

RECOMMENDATION:
Approving the Purchase Agreement with Ron Kamps to purchase 5.43 acres of property near Polk City, Iowa, for an amount of $217,200.00 plus closing costs and directing the Board Chair or his designee to sign said agreement and direct staff to continue working with Mr. Kamps to complete the purchase.

PROPERTY PURCHASE AGREEMENT

TO: Ronald Kamps (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell **5.43** **acres** of the real property situated in Polk County, Iowa, legally described as:

- EX NE OF SWLY RR ROW- E 100F SE 1/4 NE 1/4 SEC 25-81-25
  AND
- E 100 F NE 1/4 SE 1/4 SEC 25-81-25
- **Exact boundaries TBD by pre-purchase survey.**

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 purposes:

1. PURCHASE PRICE. The Purchase Price shall be $ **217,200.00** and the method of payment shall be as follows:

Entire balance to be paid at closing. Closing currently scheduled to take place on or about **December 15, 2023.**

2. REAL ESTATE TAXES. SELLERS shall pay real estate taxes prorated to the date of possession and any unpaid real estate taxes for any 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 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 acceptance **December 15, 2023.**

B. If "A" is stricken, then SELLERS shall pay at time of closing, all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. 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.

D. 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.

E. 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 December 15, 2023**, 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 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 receipt of the title transfer documents** and receipt of all funds then 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: NONE

The following items shall not be included: NONE

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 merchantable 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. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. BUYERS will bear any costs incurred to divide a parcel.

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 BUYER 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, substance, 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 **General Warranty Deed**, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or 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 right 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 the 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.

B. 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 judgement 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 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 services 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: SELLER shall be given the right to farm the land they are conveying to Polk County for one cropping season (2024) free of compensation to BUYER.

The BUYER agrees to plant shrubs/trees in strategic locations along the trail to minimize the risk of harvest debris from reaching the proposed trail.

The BUYER agrees to construct an 8-inch thick concrete field crossing for agriculture access through the property to access Parcel **250/00373-002-000** and **250/00376-003-000,** currently owned by Gonner Farms LLC and as shown in "Oasis Connection Exhibit". Furthermore, the BUYER agrees to formalize this agreement and grant a permanent access easement if requested.

The BUYER agrees to maintain and repair any and all field drainage tiles that crosses the subject property.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before **December 15, 2023**, 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

Dated 11/14/2023.
SELLERS
Ronald Kamps

Dated ______________________.
BUYERS
Polk County Conservation Board

Ronald G Kamps
Ronald Kamps (SELLER)
PO 302 8th Ave
Slater, IA 50244

____
(BUYER) – Name & Title:
Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109
515-323-5300

POLK COUNTY CONSERVATION	Date	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**ACTION** **23-1219** **Adam Fendrick** **Park Planner**

AGENDA HEADING
Approving the Purchase Agreement with Steve Kamps to purchase 5.10 acres of property near Polk City, Iowa, for an amount of $214,000.00 plus closing costs.

INFORMATION:
Polk County Conservation has been collaborating with Polk City to build a trail connection from the High Trestle Trail to the Neal Smith Trail through Polk City. Most of this trail will be within the city limits of Polk City. However, a 1.5-mile section (comprised of four individual land owners) of trail lies within unincorporated Polk County so Polk County Conservation will lead the development of this trail section.

The land was appraised in 2021 for $33,500/acre. Negotiations with land owners settled on a purchase price of $40,000/acre with Polk County Conservation paying up to appraised price and Polk City paying the additional $6,500/ac above the appraised price. Polk City will reimburse Polk County Conservation for their portion of the land acquisition price.

FISCAL IMPACT:

Land Amount:	$204,000.00 plus closing costs
Grain Bins:	$10,000.00
Total:	$214,000.00
Funding Source:	Polk County Conservation Water & Land Legacy Bond - $180,850.00 Polk City - $33,150.00

PREVIOUS BOARD ACTION(S):
Date: February 10, 2021
Roll Call: 21-0214
Action: Approving Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection.

Date: January 2022
Roll Call: 22-0117
Action: Ratifying the in-person vote that took place at the Polk County Conservation Board Retreat on Thursday, January 6th, 2022, to approve a joint application with Polk City for the Transportation Alternatives Program (TAP) grant application and intent to provide 20% matching funding for 2026 TAP funding for the High Trestle Trail to Neal Smith Trail connection. Yea - 5

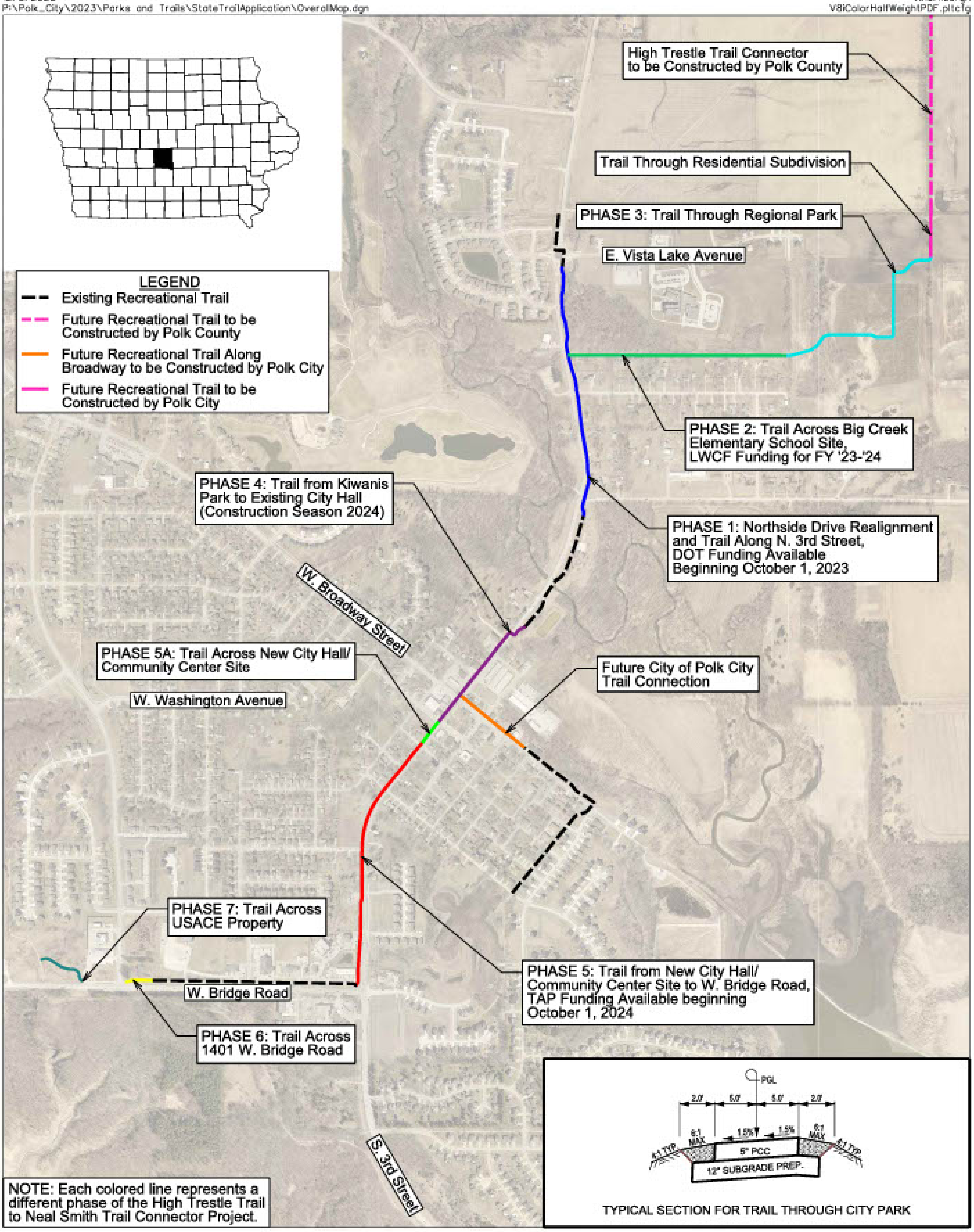
RECOMMENDATION:
Approving the Purchase Agreement with Steve Kamps to purchase 5.10 acres of property near Polk City, Iowa, for an amount of $214,000.00 plus closing costs and directing the Board Chair or his designee to sign said agreement and direct staff to continue working with Mr. Kamps to complete the purchase.

Polk City JunctionTrail

Two grain bins will be aquired by this purchase.

12/5/2023
P:\Polk_City\2023\Parks and Trails\StateTrailApplication\OverallMap.dgn

tthornburgh
V8iColorHalfWeightPDF.pltcfg



SNYDER & ASSOCIATES

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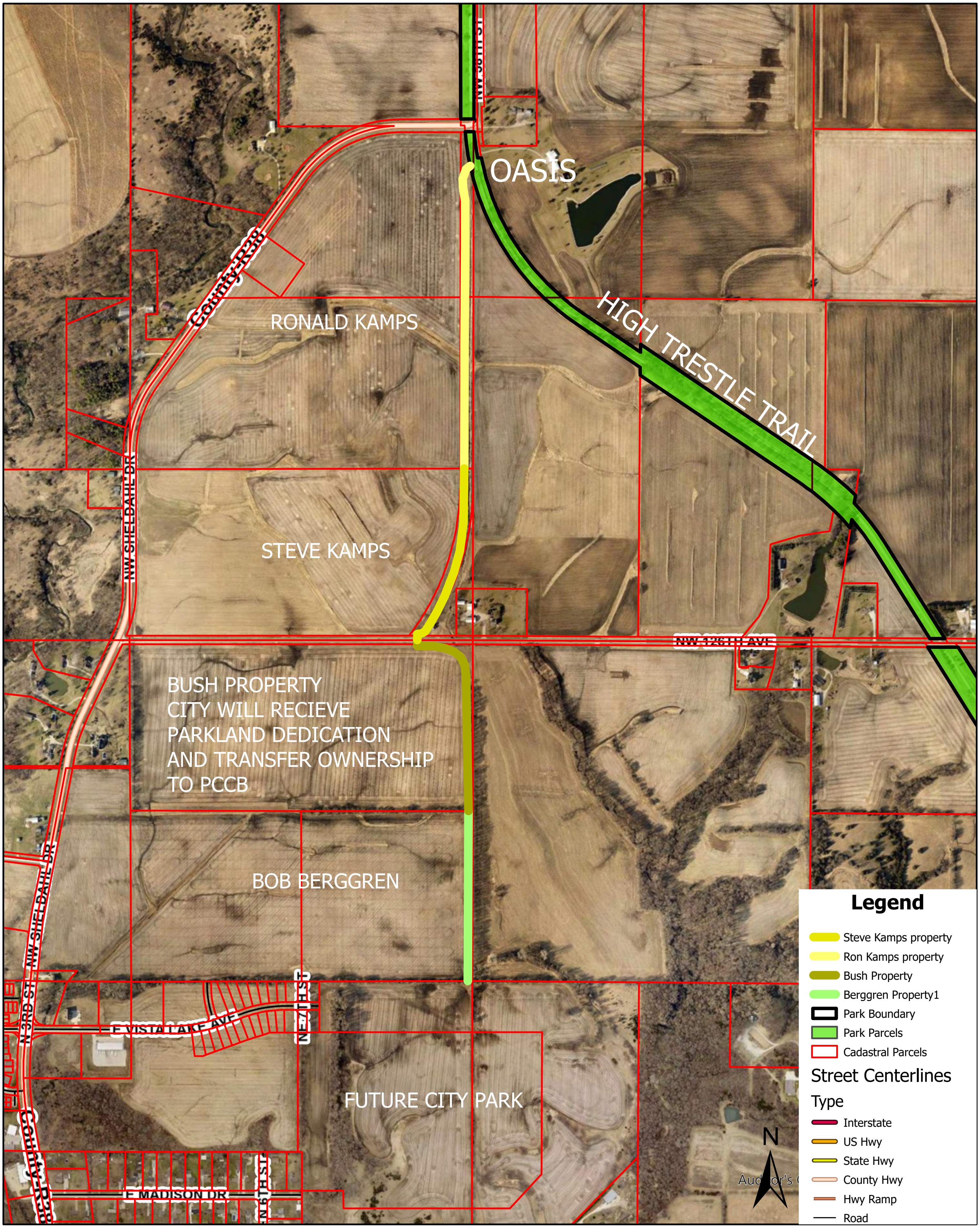
FEET

Project Sketch Plan

HTT to Neal Smith Trail Connector | Polk City, IA | 06/29/2023



POLK CITY JUNCTION TRAIL

PROPERTY PURCHASE AGREEMENT

TO: Steven Kamps (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell **5.1** **acres** of the real property situated in Polk County, Iowa, legally described as:

- 100F VAC RR ROW THRU SE 1/4 SE 1/4 SEC 25-81-25
  AND
- EX E 130F S 400F- S 1/2 SE 1/4 LYG SE OF VAC RR ROW LESS RD SEC 25-81-25
- **Exact boundaries TBD by pre-purchase survey.**

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 purposes:

1. PURCHASE PRICE. The Purchase Price shall be **$ 214,000.00** and the method of payment shall be as follows:

Entire balance to be paid at closing. Closing currently scheduled to take place on or about December 15, 2023.

2. REAL ESTATE TAXES. SELLERS shall pay real estate taxes prorated to the date of possession and any unpaid real estate taxes for any 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 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 acceptance **December 15, 2023.**

B. If "A" is stricken, then SELLERS shall pay at time of closing, all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. 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.

D. 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.

E. 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 December 15, 2023**, 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 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 receipt of the title transfer documents** and receipt of all funds then 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: Two grain bins on site.

The following items shall not be included: NONE

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 return 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 merchantable 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. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. BUYERS will bear any costs incurred to divide a parcel.

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 BUYER 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, substance, 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 **General Warranty Deed**, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or 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 right 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 the 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.

B. 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 judgement 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 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 services 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: SELLER shall be given the right to farm the land they are conveying to Polk County for one cropping season (2024) free of compensation to BUYER.

The sale of the railroad right-of-way for public purposes will not impact or count against the number of divisions or the subdivision of the property as laid out in the attached letter dated May 10, 2023 from Bret VandeLune at Polk County Public Works.

The BUYER agrees to plant shrubs/trees in strategic locations along the trail to minimize the risk of harvest debris from reaching the proposed trail.

The BUYER agrees to maintain and repair any and all field drainage tiles that crosses the subject property.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before **December 15, 2023**, 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

Dated Nov 14 2023.
SELLERS
Steven Kamps

Dated ________________.
BUYERS
Polk County Conservation Board

Steven R Kamps
Steve Kamps (SELLER)
2355 NW 126th Ave
Polk City, IA 50226

____
(BUYER) – Name & Title:
Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109
515-323-5300

POLK COUNTY CONSERVATION	**Date**	December 13, 2023
	Item No. **Roll Call No.** **Submitted by:**	**ACTION** **23-1220** **Adam Fendrick** **Park Planner**

AGENDA HEADING
Approving Change Orders 1through 4 in an amount of $1,320,168.71 for the Trails End Wetland Mitigation Bank - Phase 1 project.

INFORMATION:
The Trails End Mitigation Bank – Phase I has experienced some unique challenges and delays with the construction timeline. Due to these challenges, unexpected costs were incurred throughout the construction process. Typical construction-related issues occurred and were able to be resolved within the existing contingency. However, a few key items impacted the budget beyond what the contingency could absorb:

<u>USACE Violation:</u>
This violation resulted in a Stop Work order that included additional costs for our contractor to demobilize and remobilize on site. Trucking costs also increased in this timeframe, leading to the overall project increase. Staff is currently requesting compensation from Altoona.

Additional Cost $266,782.34

<u>Basin 3 Excavation:</u>
Polk County Conservation was obligated to deliver 350,000 cubic yards of dirt to the Department of Transportation (DOT) site within a tight deadline. It was decided that we would over-excavate Basin 3 to provide the dirt to the DOT and then under-excavate Basin 6 to balance out the numbers. The contractor was tracking truck loads as a way to measure hauled dirt, but the true numbers would come in the form of a post-survey to determine the amount of dirt hauled. The survey showed we under-excavated Basin 6 by 46,872 cubic yards. However, this was not enough to completely make the over-excavation of Basin 3 a wash.

Additional Excavation- 64,969 CY @ $12.70 = $792,621.80
Reimbursement from the DOT = $3M

FISCAL IMPACT:

$7,175,181.06	Original Contract Amount
$ 358,759.05	5% Contingency
$7,533,940.11	Not to Exceed
$ 1,320,168.71	Changer Orders 1-4
$ 8,495,349.77	**New Contract Amount**
Funding Source:	Polk County Water and Land Legacy Bond Reimbursed by the sale of wetland mitigation credits

PREVIOUS BOARD ACTION(S):
Date: September 10, 2020
Roll Call Number: 20-0910 **(Yea – 5)**
Action: Public Hearing approving plans, specifications, form of contract documents, engineer's estimate and designating lowest responsible bidder for the construction of the Trails End Mitigation Bank Stream Restoration project to Keller Excavating, Inc. in a contract amount of $998,193.50 plus a 10% contingency.

Date: February 13, 2019
Roll Call: 19-0209 **(4 Yea/1 Absent)**
Action: Waiving the Boards purchasing authority and authorizing Director or Deputy Director to sign agreements related to mitigation banking planning.

Date: October 10, 2018
Roll Call: 18-1010 **(4 Yea/1 Absent)**
Action: Approving Master Services Agreements with Impact 7G (HR Green); JEO Consulting Group, Snyder Engineering and WHKS for mitigation banking services and authorizing the Director or Deputy Director to sign said Agreements upon Legal review.

RECOMMENDATION:
Approving Change Orders 1thru 4 in an amount of $1,320,168.71 for the Trails End Wetland Mitigation Bank - Phase 1 project and directing the Chair or the Director to sign agreements.

Change Order No. 4

Date of Issuance:	**December 6, 2023**	Effective Date:	**December 6, 2023**
Owner:	**Polk County Conservation Board**	Owner's Contract No.:	
Contractor:	**RW Excavating**	Contractor's Project No.:	
Engineer:	**JEO Consulting Group, Inc.**	Engineer's Project No.:	**181163**
Project:	**Trails End Mitigation Bank**	Contract Name:	**RW Excavating**

The Contract is modified as follows upon execution of this Change Order:

Description: **Adjustment of quantities to actual quantities installed.**

Attachments:

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ **7,175,181.06**	Original Contract Times: **0 days** Substantial Completion: **0 days** Ready for Final Payment: **0 days** days or dates
Increase from previously approved Change Orders No. 1 to No. 3: $ **179,238.68**	Increase from previously approved Change Orders No. 1 to No. 3: Substantial Completion: **0 days** Ready for Final Payment: **0 days** days
Contract Price prior to this Change Order: $ **7,354,419.74**	Contract Times prior to this Change Order: Substantial Completion: **0 days** Ready for Final Payment: **0 days** days or dates
Increase of this Change Order: $ **1,140,930.03**	Increase of this Change Order: Substantial Completion: **0 days** Ready for Final Payment: **0 days** days or dates
Contract Price incorporating this Change Order: $ **8,495,349.77**	Contract Times with all approved Change Orders: Substantial Completion: **0 days** Ready for Final Payment: **0 days** days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: David Stum Engineer (if required)	By: Owner (Authorized Signature)	By: [signature] Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: Bid & Project Admin
Date: 12/7/23	Date:	Date: 12-7-2023

Approved by Funding Agency (if applicable)

By: Date:

Title:

EJCDC® C-941, Change Order.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
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Change Order Estimate

JEO Project Name:	**Trails End Mitigation Bank**	JEO Project Number:	**181163**
Owner:	**Polk County Conservation Board**	Change Order Number:	**4**
Contractor:	**RW Excavating**	Effective Date:	**December 6, 2023**

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	129445.8	CY	$4.70	$608,395.40
3	EXCAVATION, CLASS 10, WASTE	-29882.3	CY	$13.20	($394,446.49)
6	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	-225.83	TON	$36.54	($8,251.83)
8	CULVERT, CONRCRETE ENTRANCE PIPE, 18 IN. DIA.	80	LF	$48.00	$3,840.00
9	MANHOLE ADJUSTMENT, MAJOR	-1	EACH	$3,500.00	($3,500.00)
11	STORM SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (	-303	LF	$37.04	($11,223.12)
12	ENGINEERING FABRIC	-6510	SY	$1.06	($6,900.60)
14	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	-27	SY	$80.00	($2,160.00)
15	PEDESTRIAN CHANNELIZER	-90	LF	$8.00	($720.00)
18	TRANSPORT AND STOCKPILE CLASS 10 EXCAVATION	104143.8	CY	$7.50	$781,078.73
21	TEMPORARY TRAIL	-27	SY	$100.00	($2,700.00)
22	MULCHING	-56.9	AC	$600.00	($34,140.00)
23	NATIVE GRASS SEEDING (INSTALL ONLY)	-52.44	AC	$150.00	($7,866.00)
24	WETLAND GRASS SEEDING (INSTALL ONLY)	-19.8	AC	$150.00	($2,970.00)
25	SEEDING AND FERTILIZING (RURAL)	-4	AC	$150.00	($600.00)
26	SLOPE PROTECTION, WOOD EXCELSIOR MAT	-100	SQ	$35.00	($3,500.00)
27	STABILIZING CROP – SEEDING AND FERTILIZING	-66.4	AC	$100.00	($6,640.00)
28	SILT FENCE	12251	LF	$2.40	$29,402.40
29	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	14531	LF	$1.00	$14,531.00
30	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	-1140	LF	$0.50	($570.00)
31	STABILIZED CONSTRUCTION ENTRANCE, EC-303	-150	LF	$71.00	($10,650.00)
32	PERIMETER & SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	-10980	LF	$3.50	($38,430.00)
33	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONT	-8415	LF	$1.00	($8,415.00)

34	MOBILIZATIONS, EROSION CONTROL	10	EACH	$2,000.00	$20,000.00
35	MOBILIZATIONS, EMERGENCY EROSION CONTROL	-1	EACH	$5,000.00	($5,000.00)
CO1 - 2	REMOVAL OF TAPERS	-2	EACH	$500.00	($1,000.00)
CO1 - 3	STABILIZED CONSTRUCTION ENTRANCE, EC-303	1124.33	TON	$40.00	$44,973.20
CO2 - 2	LONG TERM LEASE ON EQUIPMENT (June 15 until construction resumes	-0.5	Month	$27,000.00	($13,500.00)
CO2 - 3	ADDITIONAL EMPLOYEES (June 15, 2022 to September 15, 2022)	-0.5	Month	$11,610.00	($5,805.00)
CO2 - 4	ADDITIONAL EMPLOYEES (September 15, 2022 Until Construction Resun	-3	Month	$5,805.00	($17,415.00)
CO4 - 1	SLOPE PROTECTION, DOUBLE NET STRAW MAT	7500	SY	$2.70	$20,250.00
CO4 - 2	EXCAVATION COST INCREASE DUE TO DELAY	63998.17	CY	$0.50	$31,999.09
CO4 - 3	TRUCKING COST INCREASE DUE TO DELAY	8550.55	HR	$15.00	$128,258.25
CO4 - 4	HYDRO SEEDING STOCK PILE	7.6	AC	$2,500.00	$19,000.00
CO4 - 5	BFM HYDRO MULCH	0.75	AC	$3,500.00	$2,625.00
CO4 - 6	BASIN 1 BERM RELOCATION	1	LS	$15,000.00	$15,000.00
CO4 - 7	TREE PILE DISPOSAL	1	LS	$2,800.00	$2,800.00
CO4 - 8	GABION ROCK FLUMES	103.6	TON	$50.00	$5,180.00
		Total			**$1,140,930.03**

	Date	December 13, 2023
	Item No. **CLOSED SESSION** **Roll Call No.** **23-1221** **Submitted by:**	

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:
RollCall:
Action:

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