



BOARD MEETING

November 13, 2024

Athene North Shore at Easter Lake - Event Center

2816 Shoreline Road, Des Moines, IA 50320

5:30 PM

PCC BOARD MEETING AGENDA

- 1) Roll Call**
- 2) Public Comments**
- 3) Public Hearing – Intent to Award Contract for Vegetation and Debris Removal in the Fourmile Creek Greenway**
- 4) Financial Reports** (pg 3)
- 5) Action on the Minutes of the Previous Meeting(s)** (pg 6)

CONSENT AGENDA

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

- 6) Approving** bill list.
- 7) Approving** 2025 user fee rate adjustments. New fees apply effective on January 1, 2025. (pg 10)
- 8) Approving** Iowa Department of Natural Resources Wildlife Habitat Stamp grant resolution requirement for a woodland restoration project at Brenton Slough. (pg 13)

ACTION ITEMS

- 9) Approving** the Professional Service Agreement with Snyder and Associates for the Design/Engineering for the Polk City Junction Trail project in an amount not to exceed \$85,000.00. (pg 15)
- 10) Approving** a 60' x 24' extension to the north side of the Fleet Shop for a total cost of \$215,625.34 with a 10% contingency. (pg 26)
- 11) Awarding** of Contract for the plans, specifications, form of contract, and cost estimates for Vegetation and Debris Removals in the Fourmile Creek Greenway to Des Moines Dirt Worx in a contract amount of \$105,000.00 plus a 10% contingency. (pg 34)
- 12) Approving** Change Order 5 for the Sleepy Hollow Improvement project for the pond repairs in an amount Not to Exceed \$79,843.00. (pg 44)

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 13) Going** into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.
(pg 52)

ADJOURNMENT

Upcoming Events

- November 11 – Veterans Day. All administrative offices closed. Jester Park Nature Center closed.
- November 12 – Brandon Lay Challenge Trail Dedication at Jester Park Equestrian Center, 1 – 3 pm
- November 13 – Conservation Board Meeting, 5:30 pm at Polk County Administration Building
- November 16 – Fourmile Mountain Bike Park coordination meeting and ride with CITA, 1 – 3 pm
- November 20 – Sleepy Hollow staff present to the Board of Supervisors in staff workshop at County Admin Building, 10:30 am
- November 23 – Stuffed Turkey Endurance Race at Jester Park Equestrian Center, 6 am – Noon
- November 24 – Makers Market at Jester Park's Nature Center, Lodge and Outdoor Rec Center, 11 am – 4 pm
- November 28-29 – Thanksgiving Holiday. All administrative offices closed. Jester Park Nature Center closed Thursday; open Friday
- December 11 – Conservation Board Meeting, 5:30 pm at Polk County Administration Building

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

2024-2025 Revenue Budget
- as of 10/31/24 (33.33% of budget year expired)

	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ -	\$ -	\$ -	0.0%
0213	Equipment	\$ 5,000	\$ -	\$ (84,987)	126.6%
6006	Environmental Ed	\$ 172,000	\$ 29,519	\$ 604,477	29.9%
6009	Natural Resources	\$ 119,000	\$ 25,460	\$ 1,037,682	34.3%
6101	Administration	\$ 10,500	\$ 16,315	\$ 786,488	35.2%
6103	Community Outreach	\$ -	\$ -	\$ 181,061	0.0%
6104	Conservation Grants	\$ -	\$ -	\$ (8,887)	#DIV/0!
6110	Parks Advocacy Unit	\$ 740,000	\$ 278,396	\$ 1,094,109	42.1%
6118	Fleet Services	\$ 19,100	\$ 4,058	\$ 485,988	39.0%
6119	Construction/Maint.	\$ 8,000	\$ 3,800	\$ 666,365	0.0%
6124	Equestrian Center	\$ 233,817	\$ 88,907	\$ 618,352	38.5%
Sub-Total - General Fund 1		\$ 1,307,417	\$ 446,455	\$ 5,380,648	34.1%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 97,000	\$ 19,225	\$ 77,775	19.8%
6127	Miscellaneous	\$ 7,500	\$ 3,105	\$ 4,395	41.4%
6128	Cabins	\$ 140,000	\$ 51,453	\$ 88,548	36.8%
6129	Lauridsen Skatepark	\$ 25,000	\$ 260	\$ 24,740	1.0%
6130	Two Rivers Park	\$ 150,000		\$ 150,000	0.0%
6131	Athene North Shore	\$ 369,313	\$ 52,971	\$ 316,342	14.3%
Sub-Total - General Fund 6		\$ 788,813	\$ 127,013	\$ 661,800	16.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 126,000	\$ 5,016	\$ 120,984	4.0%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 500,000	\$ 30,150	\$ 469,850	6.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 3,200,000	\$ 282,437	\$ 2,917,563	8.8%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,000	\$ 149,280	\$ 200,720	42.7%
6126	Sleepy Hollow	\$ 1,334,100	\$ 40,048	\$ 1,294,052	3.0%
Sub-Total - Enterprises Fund 286		\$ 1,684,100	\$ 189,328	\$ 1,494,772	11.2%
Grand Total - Conservation		\$ 7,606,330	\$ 1,080,400	\$ 11,045,616	14.2%

2024 - 2025 Expense Budget
- as of 10/31/24 (33.33% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure			\$ -	0.0%
0213	Equipment	\$ 320,000	\$ 404,987	\$ (84,987)	126.6%
6006	Environmental Ed	\$ 862,753	\$ 258,276	\$ 604,477	29.9%
6009	Natural Resources	\$ 1,579,481	\$ 541,799	\$ 1,037,682	34.3%
6101	Administration	\$ 1,214,571	\$ 428,083	\$ 786,488	35.2%
6103	Community Outreach	\$ 263,882	\$ 82,821	\$ 181,061	31.4%
6104	Conservation Grants-FEMA	\$ -	\$ 8,887	\$ (8,887)	0.0%
6110	Parks Advocacy Unit	\$ 1,888,989	\$ 794,880	\$ 1,094,109	42.1%
6118	Fleet Services	\$ 797,165	\$ 311,177	\$ 485,988	39.0%
6119	Construction/Maint.	\$ 934,409	\$ 268,044	\$ 666,365	28.7%
6124	Equestrian Center	\$ 1,005,144	\$ 386,792	\$ 618,352	38.5%
Sub-Total - General Fund 1		\$ 8,866,394	\$ 3,485,746	\$ 5,380,648	39.3%
6125	JP Lodge	\$ 56,500	\$ 10,164	\$ 46,336	18.0%
6127	Miscellaneous	\$ 29,590	\$ 7,049	\$ 22,541	23.8%
6128	JP Cabins	\$ 83,771	\$ 27,702	\$ 56,069	33.1%
6129	Lauridsen Skatepark	\$ 560,553	\$ 103,060	\$ 457,493	18.4%
6130	Two Rivers Park	\$ 301,774	\$ 150,637	\$ 151,137	49.9%
6131	Athene North Shore	\$ 332,722	\$ 73,802	\$ 258,920	0.0%
Sub-Total - General Fund 6		\$ 1,364,910	\$ 372,414	\$ 992,496	27.3%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 2,148,902	\$ 702,456	\$ 1,446,446	32.7%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 17,000		\$ 17,000	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 132,000	\$ 95,082	\$ 36,918	72.0%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 250,000		\$ 250,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 12,796,319	\$ 6,404,185	\$ 6,392,134	50.0%
Conservation Enterprises - Fund 286		\$ -			
6121	Golf Course	\$ 362,000	\$ 22,920	\$ 339,080	6.3%
6126	Sleepy Hollow	\$ 2,953,149	\$ 525,477	\$ 2,427,672	17.8%
Sub-Total - Enterprises Fund 286		\$ 3,315,149	\$ 548,396	\$ 2,766,753	16.5%
Grand Total - Conservation		\$ 28,890,674	\$ 11,608,280	\$ 17,282,394	40.2%

2021 Bond PCWLL EXPENDITURES AS OF :

October 31, 2024

SUB- LEDGER	PROJECT	May 2022 BOND ISSUANCE	JUNE 2024 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKENY)	\$ (6,500)					\$ (6,500)	\$ (6,500)	\$ -
C12-6221	JP NATURE CENTER	\$ -						\$ -	\$ -
C12-6222	CBG MASTER PLAN	\$ -	\$ 400,000		\$ 15,300	\$ 290,868		\$ 306,168	\$ 93,832
C12-6228	JP PARK IMPROVEMENTS	\$ 918,616		\$ 510,325	\$ 3,923	\$ 435,444		\$ 949,691	\$ (31,075)
	PICNIC SHELTERS	\$ 88,384						\$ -	\$ 88,384
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ -	\$ 1,000,000	\$ 398,000	\$ 8,440	\$ 37,124		\$ 443,564	\$ 556,436
C12-6232	YB PARK IMPROVEMENTS	\$ 25,000						\$ -	\$ 25,000
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 250,000	\$ 500,000	\$ 43,958	\$ 74,869	\$ 97,582		\$ 216,410	\$ 533,590
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 313,666	\$ 250,000	\$ 42,652	\$ 33,740	\$ 132,835		\$ 209,227	\$ 354,439
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 0				\$ 1,032		\$ 1,032	\$ (1,032)
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 15,169				\$ 15,169		\$ 15,169	\$ -
C13-6256	PCWLL PUBLIC AWARENESS	\$ -				\$ 4,930		\$ 4,930	\$ (4,930)
C13-6258	NATURAL AREA RESTORATIONS	\$ 1,221,662	\$ 575,000		\$ 22,747	\$ 1,725,766	\$ (250,950)	\$ 1,497,564	\$ 299,098
	SOFT TRAIL UPGRADES	\$ 100,000				\$ 4,324		\$ 4,324	\$ 95,676
C14-6272	EL RAIN GARDENS					\$ 7	\$ 12,604	\$ 12,611	\$ (12,611)
C14-6275	GWT	\$ -				\$ 30		\$ 30	\$ (30)
C15-6277	WATER QUALITY	\$ 1,857,705	\$ -	\$ 632,606	\$ 95,426	\$ 1,472,922	\$ (1,267,950)	\$ 933,005	\$ 924,700
C17-6291	4-MILE BANE PROPERTY	\$ 27,762				\$ 27,762		\$ 27,762	\$ (0)
C17-6297	CBG-DYKSTRA PROPERTY	\$ 3,404			\$ 3,404		\$ (50,000)	\$ (46,596)	\$ 50,000
C17-6299	CBG-K KIMBERLY PROPERTY	\$ 835,850				\$ 3,492	\$ (422,879)	\$ (419,387)	\$ 1,255,237
C18-6312	MISCELLANEOUS LAND	\$ 23,185			\$ 4,785	\$ 16,236	\$ -	\$ 21,021	\$ 2,164
C19-6324	4-MILE GREENWAY RESTORATION	\$ 17,162				\$ 11,000		\$ 11,000	\$ 6,162
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ 500,000		\$ 5,029,042	\$ 1,170,149	\$ 538,263	\$ (927,188)	\$ 5,810,266	\$ (5,310,266)
C19-6334	CBG LANE PROPERTY	\$ 19,548	\$ -			\$ 19,548		\$ 19,548	\$ 0
C20-6343	4-MILE/SLEEPY HOLLOW	\$ 2,850,000	\$ 250,000	\$ 1,304,341	\$ 187,843	\$ 1,519,968		\$ 3,012,152	\$ 87,848
C20-6343	4-MILE/SLEEPY HOLLOW LAND ACQUISITION	\$ 1,752,500				\$ 1,752,500		\$ 1,752,500	\$ -
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS	\$ 250,000			\$ 5,914	\$ 239,803		\$ 245,717	\$ 4,283
C20-6348	ARTIFACTS	\$ 54,710				\$ 54,710		\$ 54,710	\$ -
C20-6349	FOURMILE BIKE PARK	\$ 150,000	\$ 500,000	\$ 191,919	\$ 111,115	\$ 29,269	\$ (2,000)	\$ 330,303	\$ 319,698
C20-6352	HTT TO POLK CITY	\$ 523,825	\$ 800,000		\$ 4,652	\$ 519,173		\$ 523,825	\$ 800,000
C20-6353	SPECK PROPERTY	\$ 20,388				\$ 21,238		\$ 21,238	\$ (850)
C21-6354	TRAILS END MITIGATION BANKING	\$ 4,000,000		\$ 8,357,005	\$ 256,423	\$ 6,529	\$ (3,127,701)	\$ 5,492,255	\$ (1,492,255)
C22-6355	SUSTAINABILITY	\$ 320,000	\$ 180,000			\$ 372,868		\$ 372,868	\$ 127,132
C22-6356	4-MILE/MEEK	\$ 232,684				\$ 232,684		\$ 232,684	\$ (0)
C22-6357	4-MILE/LOCKARD	\$ 2,260			\$ 380	\$ 1,880		\$ 2,260	\$ -
C23-6358	CBG - BAILEY PROPERTY	\$ 435,529				\$ 465,529	\$ (91,642)	\$ 373,887	\$ 61,642
C23-6359	SKATEPARK PARKING LOT	\$ 250,000	\$ 250,000	\$ 1,635,881	\$ 365,695	\$ 12,184		\$ 2,013,760	\$ (1,513,760)
	BOS	\$ 2,100,000						\$ -	\$ 2,100,000
C23-6360	SEPTICS	\$ 300,000			\$ 6,300	\$ 178,804	\$ -	\$ 185,104	\$ 114,896
	BOS	\$ 300,000						\$ -	\$ 300,000
C23-6361	ALLEMAN/ZIEL	\$ 378,227			\$ 2,930	\$ 375,297		\$ 378,227	\$ 0
C23-6362	CAMP DODGE/HARDING	\$ 10,464				\$ 1,300,464	\$ (1,310,800)	\$ (10,336)	\$ 20,800
C23-6363	YE-DEATON (MILDRED)	\$ 317,172				\$ 317,172		\$ 317,172	\$ 0
C23-6364	BRENTON SLOUGH	\$ 231	\$ 1,000,000			\$ 231		\$ 231	\$ 1,000,000
C24-6365	BRANDING	\$ 175,000				\$ 200,642		\$ 200,642	\$ (25,642)
C24-6366	ICON WATER TRAILS	\$ 1,500,000	\$ 25,000			\$ 1,249,426		\$ 1,249,426	\$ 275,574
C24-6367	WATER TRAILS - CONSERVATION	\$ -			\$ 5,188			\$ 5,188	\$ (5,188)
C24-6368	JPEC - MOLD REMEDIATION	\$ 20,569		\$ -		\$ 20,569		\$ 20,569	\$ 0
C24-6369	CMO SHOP	\$ 180,000	\$ 1,820,000		\$ 26,999	\$ 15,081		\$ 42,081	\$ 1,957,920
C24-6370	JPNC TERRACE	\$ 80,000	\$ 200,000		\$ 49,600	\$ 31		\$ 49,631	\$ 230,369
C24-6372	DEIA INITIATIVE	\$ 25,000	\$ 25,000			\$ 7,925		\$ 7,925	\$ 42,075
C24-6373	PUBLIC ART	\$ 40,000	\$ 40,000			\$ 27,086		\$ 27,086	\$ 52,914
C24-6374	PCWLL PUBLIC AWARENESS	\$ -			\$ 34,737	\$ 14,304	\$ (49,042)	\$ (1)	\$ 1

2021 Bond PCWLL EXPENDITURES AS OF :

October 31, 2024

SUB- LEDGER	PROJECT	May 2022 BOND ISSUANCE	JUNE 2024 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C24-6375	CAMP DODGE/KARIMI	\$ 248,190				\$ 248,190		\$ 248,190	\$ (0)
C24-6376	TECHNOLOGY	\$ 10,000	\$ 10,000			\$ 6,470		\$ 6,470	\$ 13,530
C24-6379	EASTER LAKE SOUTH SHORE	\$ -	\$ 1,000,000	\$ 303,907	\$ 7,114	\$ 87,937		\$ 398,958	\$ 601,042
C25-6382	CBG PLAYSCAPE	\$ -				\$ 180	\$ (10,000)	\$ (9,820)	\$ 9,820
C24-6383	CBG- LEHS PROPERTY	\$ -			\$ 805	\$ 1,601,490		\$ 1,602,295	\$ (1,602,295)
C24-6384	EM SHOP ADDITION	\$ -				\$ 4,971		\$ 4,971	\$ (4,971)
C22-9999	MINOR BOND IMPROVEMENTS	\$ 469,245	\$ 275,000			\$ 739,075	\$ (2,000)	\$ 737,075	\$ 7,170
	JPEC ROOF REPLACEMENT	\$ 154,995				\$ 154,995		\$ 154,995	\$ (0)
	FUEL TANK REPLACEMENT	\$ 69,055				\$ 69,055		\$ 69,055	\$ 0
C22-9998	INTEREST INCOME	\$ -					\$ (1,302,539)	\$ (1,302,539)	\$ 1,302,539
	CBG-SKUNK RIVER BRIDGE	\$ -	\$ 250,000					\$ -	\$ 250,000
	JPEC ACCESSIBILITY & SAFETY UPGRADES	\$ -	\$ 400,000					\$ -	\$ 400,000
	WFPO RESTORATION MATCH	\$ -	\$ 1,000,000					\$ -	\$ 1,000,000
	TM PLAYGROUND RENOVATIONS	\$ 800,000						\$ -	\$ 800,000
	BOND ISSUANCE COST	\$ 164,415						\$ -	\$ 164,415
	OPERATING TRANSFER MOVE FROM FUND 51 TO 46	\$ 17,617						\$ -	\$ 17,617
	RETENTION FEE (5%)	\$ 500,000						\$ -	\$ 500,000
	TAXABLE PORTION OF BOND	\$ 2,995,000						\$ -	\$ 2,995,000
LAND ACQ	LAND ACQUISITIONS	\$ -	\$ 1,000,000					\$ -	\$ 1,000,000
		\$ 27,907,688	\$ 11,750,000	\$ 18,449,637	\$ 2,506,077	\$ 16,684,061	\$ (8,808,587)	\$ 28,831,188	\$ 10,826,501



AGENDA OUTLINE/MINUTES TEMPLATE

October 9, 2024
Jester Park Nature Center
12130 NW 128th St, Granger, IA 50109
5:30 PM

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD (ESTABLISHED 1956)

The Polk County Conservation Board met in person for regular session Wednesday, October 9, 2024. The meeting was called to order at 5:32 p.m.

- #24-1001 **Roll Call**
Members Present: **Altringer, Mollenhauer, Crane, Lewis, Feltner (Zoom)**
Members Absent:
- #24-1002 **Public Comments** None
- #24-1003 **Public Hearing – Intent to Award Contract for Thomas Mitchell Septic System Project**
- #24-1004 **New Employee Introduction**
 a. Curtis Kentner – Barn Supervisor
 b. Shannon Killam – Equestrian Operations Coordinator
 c. Elizabeth (Liz) Peitzman – Equestrian Center Manager
 d. William (Bill) Thomas – Natural Resources Technician
- #24-1005 **Financial Reports** (pg 3)
- #24-1006 **Policy & Procedure Discussion Topic:** Encroachment Issues & Engaging Neighbors
- #24-1007 **Action on the Minutes of the Previous Meeting(s)** (pg 6)

MOVED BY Mollenhauer to approve the September 11, 2024 meeting minutes.

SECONDED BY Crane

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

Members Absent:

CONSENT AGENDA

- #24-1008 **Approving** bill list.
- #24-1009 **Approving** pricing structure for Sleepy Hollow ski and snowboard tuning services. (pg 10)
- #24-1010 **Approving** grant submission to the Iowa Department of Natural Resources (DNR)

for funding through the Water Recreation Access Program for the design and construction of a water trails access on the South Skunk River, with a \$25,000 match from Polk County Conservation. (pg 11)

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

SECONDED BY Mollenhauer

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

Members Absent:

ACTION ITEMS

- #24-1011 **Approving** revisions to the Permanent Access Easement to the WRA (Water Reclamation Authority) and Electrical Easement to MidAmerican Energy Company on land known as the Gay Lea Wilson Trail. (pg 13)

LET THE RECORD SHOW it was moved by Crane to amend Action Item 24-1011.

SECONDED BY Lewis

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

Members Absent:

- #24-1012 Recommending to the Polk County Board of Supervisors to transfer ownership of two parcels of property to the City of Bondurant on land known as the Chichaqua Valley Trail via Quit Claim Deed. (pg 28)

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 24-1012.

SECONDED BY Lewis

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

Members Absent:

- #24-1013 **Approving** Sleepy Hollow capital campaign management & execution services with Funding Solutions, Inc., from October 2024 – April 2026 in an amount of \$171,000 with a 10% contingency. (pg 34)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-1013.

SECONDED BY Mollenhauer

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

Members Absent:

- #24-1014 **Awarding** of Contract for the plans, specifications, form of contract documents, engineer's estimate, and designating the lowest responsible bidder for the construction of the Thomas Mitchell septic system project to Iowa Water and Waste Systems, LLC. in a contract amount of \$267,450.00 plus a 10% contingency. (pg 40) (PUBLIC HEARING AT BEGINNING OF MEETING)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-1014.

SECONDED BY Mollenhauer

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

Members Absent:

- #24-1015 **Approving** changes to the Polk County Conservation Administrative Manual to incorporate Polk County's Pay Adjustment Policy as written in August of 2020.
(pg 76)

LET THE RECORD SHOW it was moved by Mollenhauer to table Action Item 24-1015 until Board Members receive more information.

SECONDED BY Lewis

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

Members Absent: **Feltner (jumped off Zoom call before vote)**

BOARD DISCUSSION

Director Remarks – regarding discussion pertaining to the McGrath Classification & Compensation Survey Presentation by Ella McGowan:

- The Class & Comp Survey changes will move forward as planned, with implementation in Polk County systems effective Nov 2, 2024. Restructuring the classification and compensation system has always been within the purview of the Polk County HR Department, and PCC traditionally aligns with the structure established.
- For setting the compensation of the PCC Director, it is clear in Iowa State Code 350.46 that the Polk County Conservation Board should set the compensation of the Polk County Conservation Director. Polk County's Pay Adjustment Policy needs to accommodate Iowa State Code's directive before the PCC Board can adopt it.
- For Special Pay circumstances, such as offering above Base Pay to a new hire (up to 10% above), or compensating 5% to temporarily backfill a management role, PCC staff and Board Members need to review verbiage in the proposed policy and discuss further.
- Per Amanda Brown's efforts, Polk County Conservation won the Izaak Walton League Habitat Improvement Award of First Place (20,000+ population qualifier) for outstanding efforts in establishing habitats for wildlife. The plaque will be hung in the NR shop at CBG.

Board Remarks –

- Polk County's Pay Adjustment Policy as written does not accommodate Iowa State Code regarding setting Director's pay so voting must be tabled until further information can be provided from Polk County HR.
- Polk County Conservation has Bylaws that already address some compensation and pay policies and facilitate a way to align with Polk County pay directives – this Action Item seems duplicitous when compared to the already established Bylaws.
- More time is needed to review Iowa State Code pertaining to Conservation Board authority in this matter.

CLOSED SESSION **PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD**

The Polk County Conservation Board met in closed session Wednesday, October 9, 2024 at _____ p.m.

MOTION: _____

#24-1016 **MOVED BY** _____ **to go into closed session** pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. (pg 79)
SECONDED BY _____

VOTE YEA: **Altringer, Mollenhauer, Crane, Lewis, Feltner**
Members Absent:

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

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

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

The Board returned to open session.

There was no action taken during closed session.

MOTION: Moved by **Lewis** to adjourn. Seconded by **Mollenhauer**.

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

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

Meeting adjourned at **7:40** p.m.

	Date	November 13, 2024
	Item No. Roll Call No. Submitted by:	CONSENT 24-1107 Kami Rankin Deputy Director

AGENDA HEADING:

Approving 2025 user fee rate adjustments. New fees apply effective on January 1, 2025.

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. Below are the recommended new user fees and rate adjustments for 2025.

Park/Area/Item	Current Fee	Proposed Fee
Easter Lake Pontoon Boat Rental	\$350	\$30/rider (minimum of 4 riders/maximum of 10)
Easter Lake Kayak Locker	(New)	\$250 annually
Chichaqua Buddy-Camping Site	(New)	\$50 (rents entire spot capable of housing two campers)
Chichaqua Longhouse	\$150 per day	\$200 per day
Easter Lake Shelters 1-4	\$50 per day	\$60 per day
Easter Lake Building Monitor Fee (Applies after 4 pm on weekdays and weekend hours)	Corporate: \$18/hour Non-Profit: \$18/hour	(Removed; now a part of already approved fees)
Polk County Conservation Cabins	6-Person Cabins (JP 1,2, &4 and Thomas Mitchell): \$145/night in-season (April 15- October 15) \$115/night off-season (October 16-April 14) 8-Person Cabin (JP 3): \$180/night in-season (April 15-October 15) \$150/night off-season (October 16-April 14)	6-Person Cabins (JP 1,2, &4 and Thomas Mitchell): \$145/night in-season (April 15- October 15) and off-season weekends (Fridays and Saturdays) \$115/night (off-season Sunday-Thursday October 16-April 14) 8-Person Cabin (JP 3): \$180 in-season (April 15-October 15) and off-season weekends (Fridays and Saturdays) \$150/night (off-season Sunday-Thursday October 16-April 14)
Jester Park Nature Center Individual Classrooms	\$30/hour during business hours \$48/hour off hours (includes building monitor fee)	\$50/hour during business hours \$75/hour off-hours
Jester Park Nature Center All Classrooms	\$75/hour during business hours \$93/hour during off-hours (includes building monitor fee)	\$100/hour during business hours \$125/hour off-hours
Mally's Shelter	\$50	\$60

Outdoor Recreation and Wellness Center	Not currently rented to the public	\$150/2 hours (includes use of two activities)
Sleepy Hollow Hill Admission	\$18/person	\$24/person
Sleepy Hollow Group Admission (20 or more people)	\$14/person	\$18/person
Sleepy Hollow Season Pass	\$125	\$200
Sleepy Hollow Iowa State Fair Camping	\$595	\$650

GOLF COURSE RATES

Jester Park Golf Course PAR 3 9-Hole Golf (Walking)	\$12	\$14
Jester Park Golf Course PAR 3 9-Hole Golf (Walking-Senior)	\$10	\$11
Jester Park Golf Course PAR 3 9-Hole Golf (Walking—Ages 17 and under)	\$10	\$11
Jester Park Golf Course 9-Hole Golf (Walking)	Mon-Thurs: \$20 Friday: \$25 Sat-Sun + Holidays: \$25	Mon-Thurs: \$21 Friday: \$26 Sat-Sun + Holidays: \$26
Jester Park Golf Course 9-Hole Golf (Walking-Senior Rate)	Mon-Thurs: \$15 Friday: \$15 Sat-Sun + Holidays: NA	Mon-Thurs: \$16 Friday: \$16 Sat-Sun + Holidays: NA
Jester Park Golf Course 9-Hole Golf (Riding)	Mon-Thurs: \$33 Friday: \$38 Sat-Sun + Holidays: \$38	Mon-Thurs: \$35 Friday: \$40 Sat-Sun + Holidays: \$40
Jester Park Golf Course 9-Hole Golf (Riding-Senior Rate)	Mon-Thurs: \$28 Friday: \$28 Sat-Sun + Holidays: NA	Mon-Thurs: \$30 Friday: \$30 Sat-Sun + Holidays: NA
Jester Park Golf Course 18-Hole Golf (Walking)	Mon-Thurs: \$27 Friday: \$34 Sat-Sun + Holidays: \$34	Mon-Thurs: \$28 Friday: \$35 Sat-Sun + Holidays: \$35
Jester Park Golf Course 18-Hole Golf (Walking-Senior Rate)	Mon-Thurs: \$20 Friday: \$20 Sat-Sun + Holidays: NA	Mon-Thurs: \$22 Friday: \$22 Sat-Sun + Holidays: NA
Jester Park Golf Course 18-Hole Golf (Riding)	Mon-Thurs: \$43 Friday: \$50 Sat-Sun + Holidays: \$50	Mon-Thurs: \$45 Friday: \$52 Sat-Sun + Holidays: \$52
Jester Park Golf Course 18-Hole Golf (Riding-Senior Rate)	Mon-Thurs: \$36 Friday: \$36 Sat-Sun + Holidays: NA	Mon-Thurs: \$39 Friday: \$39 Sat-Sun + Holidays: NA
Jester Park Golf Course 18-Hole Golf Twilight (3pm-Close Friday-Sunday + Holidays) (Walking)	\$23	\$24
Jester Park Golf Course 18-Hole Golf Twilight (3pm-Close Friday only) (Riding)	\$37	\$38
Jester Park Golf Course 18-	\$39	\$41

Hole Golf Twilight (3pm-Close Saturday, Sunday, and Holidays) (Riding)		
Jester Park Golf Course 9-Hole Cart Fee	\$13	\$14
Jester Park Golf Course 18-Hole Cart Fee	\$16	\$17
Jester Park Golf Course 9-Hole (Par 3 Course) Cart Fee	\$10	\$11
Jester Park Golf Course Season Passes:	Restricted Senior: \$670 Unrestricted Senior: \$950 Couples Restricted: \$1175 Couples Unrestricted: (NEW) Senior Couples Unrestricted: (NEW)	Restricted Senior: \$700 Unrestricted Senior: \$975 Couples Restricted: \$1250 Couples Unrestricted: \$1820 Senior Couples Unrestricted: \$1365
Jester Park Golf Course PAR 3 ONLY Season Passes:	Adult: \$260 Senior (62+): \$210 Junior: \$185 2 Adults&2 Children: \$425 Additional Children: \$25	Adult: \$275 Senior (62+): \$225 Junior: \$200 2 Adults&2 Children: \$450 Additional Children: \$35

FISCAL IMPACT:

Amount: N/A

Funding Source: Revenues from customers into various operating accounts

PREVIOUS BOARD ACTION(S):

Date: December 13, 2023

Roll Call Number: 23-1209 **(4 Yea/1 Absent)**

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.

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 2025 user fee rate adjustments. New fees apply effective on January 1, 2025.

	Date	November 13, 2024
	Item No. Roll Call No. Submitted by:	CONSENT 24-1108 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving Iowa Department of Natural Resources Wildlife Habitat Stamp grant resolution requirement for a woodland restoration project at Brenton Slough.

INFORMATION:

Polk County Conservation personnel would like to apply for the Iowa Department of Natural Resources Wildlife Habitat Stamp Grant to help fund the restoration of some woodlands at Brenton Slough. This is a 35.5-acre area in the northeastern corner of Brenton that was historically an oak savanna that followed the meanders of oxbow wetlands near Beaver Creek. Unfortunately, this area has been overgrown with invasive shrubs and other plants, and it is not in its highest quality state. This is an important resource for wildlife, hunters, foragers, and recreationists. The restoration plan would remove invasive species from the understory, open up the canopy to allow for healthy growth of oaks and oak regeneration, and encourage the herbaceous layer to recover thereby providing more nectar resources for pollinators. A healthier habitat surrounding a meandering stream/wetland system will also provide benefits for water quality in this area.

As part of the grant process, a “resolution...must be passed by the applicant agency at a legal meeting and must be recorded in its minutes.” These resolutions have been drafted per grant specifications and have been included in the Board packet.

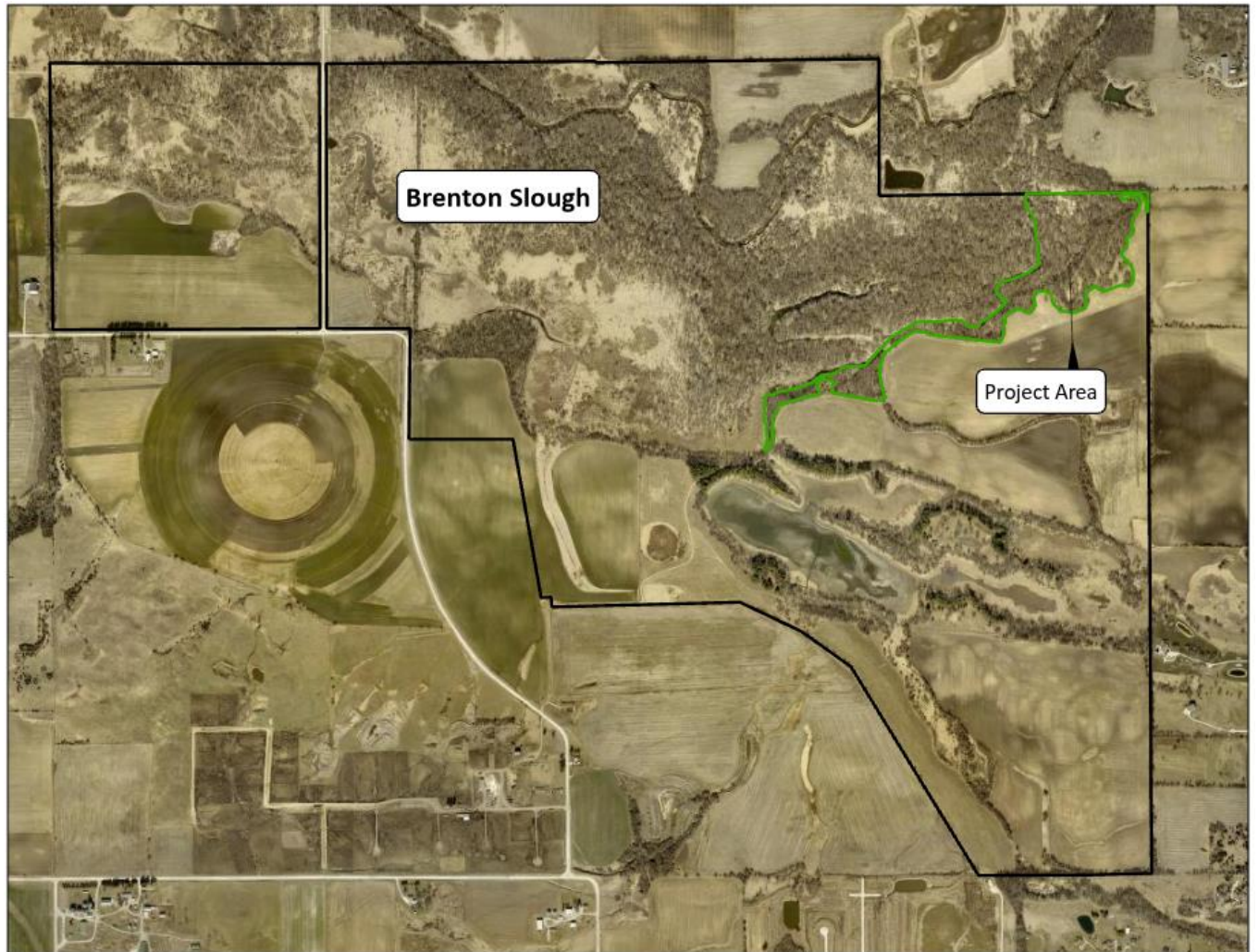
FISCAL IMPACT:

<u>Amount:</u>	Restoration	\$88,395.00
<u>Funding Source:</u>	WHS Grant (PCC ask)	\$65,231.25
	NR Bond and other sources	\$23,163.75

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Approving Iowa Department of Natural Resources Wildlife Habitat Stamp grant resolution requirement for a woodland restoration project at Brenton Slough and sign the resolution in support of this project and the application for financial assistance.

Project Location



**Date**

November 13, 2024

Item No.**ACTION****Roll Call No.****24-1109****Submitted by:****Adam Fendrick
Park Planner****AGENDA HEADING:**

Approving the Professional Service Agreement with Snyder and Associates for the Design/Engineering for the Polk City Junction Trail project in an amount not to exceed \$85,000.00.

INFORMATION:

This item is continuing our commitment to Polk City to develop the trail connection to the High Trestle Trail per the MOU agreement approved by this Board in **Roll Call 24-0909**.

This agreement is for the Design/Engineering and preparing the bid documents to Iowa DOT standards. This includes providing the DOT with all the required documentation to get on their bid letting schedule which is expected to be a nine-month long process pushing the potential bid opening into Spring of 2026. Construction would follow and be completed in Fall of 2026. This timeline aligns with the completion of the trail segments through Polk City; completing the entire trail connection from the Neal Smith Trail to the High Trestle Trail by the end of 2026.

PROJECT BUDGET OVERVIEW:

Estimated Trail Construction Cost: \$920,000.00

Grants and Polk City funds: \$676,060.00

FISCAL IMPACT:

Amount: \$85,000.00 Contract Amount

Funding Source: Grants & Polk County Water & Land Legacy Bond - Trails

PREVIOUS BOARD ACTION(S):

Date: September 11, 2024

Roll Call: 24-0909 **(5 Yea)**

Action: Approving the MOU (Memorandum of Understanding) between the Polk County Conservation Board and Polk City for the partnership to develop the Polk City Junction Trail between the Neal Smith and High Trestle Trails. (5-years)

RECOMMENDATION:

Approving the Professional Service Agreement with Snyder and Associates for the Design/Engineering for the Polk City Junction Trail project in an amount not to exceed \$85,000.00 and directing the Chair to sign said agreement.

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Short Form)

NOW ON THIS _____ day of _____, 2024, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and Polk County Conservation, 12130 NW 128th Street, Granger, IA 50109 (hereinafter, Client) do hereby agree as follows:

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

ADDITIONAL TERMS AND CONDITIONS

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

Exhibit A SCOPE

Exhibit C EXHIBIT

Exhibit B FEE SCHEDULE

Exhibit

_____(Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

(Printed or typed signature)

By: _____
(Authorized agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Route executed copy to: TNJ

EXHIBIT A**POLK CITY JUNCTION TO HIGH TRETTLE TRAIL – FINAL DESIGN
POLK COUNTY, IOWA**

CLIENT: MR. ADAM FENDRICK
POLK COUNTY CONSERVATION
12130 NW 128TH STREET
GRANGER, IOWA 50109

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

DATE: OCTOBER 31, 2024

SCOPE OF SERVICES

This project consists of final design of the proposed Polk City Junction, a connecting trail from the City of Polk City to the High Trestle Trail. This project includes the Polk County Segment. The alignment will be consistent with preliminary design previously completed by the PROFESSIONAL.

The PROJECT has secured TAP funding and will be let through the Iowa Department of Transportation (DOT).

Engineering services include project administration and coordination with the Iowa DOT, final design and plan production, permitting, and bid period assistance. Boundary survey and easement plats for right-of-way acquisition were previously completed by the PROFESSIONAL.

I. BASIC PROFESSIONAL SERVICES**A. TASK 1 – PROJECT ADMINISTRATION**

1. The PROFESSIONAL shall perform the following administration services during design of the project:
 - a. Monthly progress reports to the CLIENT.
 - b. Monthly invoices.
 - c. Project coordination with the CLIENT, adjacent projects, and utility companies.
 - d. Project coordination with other consultants.
 - e. Project design review.

- f. Project Management Team (PMT) meetings with the CLIENT following each project milestone.
- g. Completion of the Iowa DOT concept statement.
- h. Coordination between Iowa DOT staff and the CLIENT.

B. TASK 2 – PRELIMINARY DESIGN UPDATE

- 1. Topographic survey and preliminary design have been previously completed, using Microstation OpenRoads and GeoPak SS10. This software is no longer being supported and therefore the PROFESSIONAL shall convert the survey and preliminary design CAD files to the current software, Microstation ORD Connect editions by the Bentley Corporation.
- 2. The PROFESSIONAL shall also review current utility mapping for any utility changes that have occurred within the project corridor since the original topographic survey. The PROFESSIONAL shall contact Iowa One Call, perform field survey locating additional utilities, and update the existing topographic survey file with any new utilities located within the project corridor.

C. TASK 3 – ENVIRONMENTAL SERVICES

- 1. WETLAND & STREAM DELINEATION - The PROFESSIONAL will provide a Wetland & Stream Delineation for the Polk City Junction project located north of the proposed Regional Park in Polk City, Iowa. The PROFESSIONAL will complete a desktop review followed by field visits to gather field data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The Wetland Delineation site visit will be completed within the growing season which typically occurs between April - October. The purpose of the site visit will be to determine if wetlands are present within the project. Upper boundaries of wetland areas will be delineated and surveyed with an iPad and Trimble. The stream delineation will evaluate the Ordinary High Water Mark (OHWM) throughout the reach. OHWM characteristics will be identified during the field visits and forms filled out for USACE review. Fieldwork will be conducted in accordance with procedures outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement. The PROFESSIONAL will

provide an electronic copy of the wetland delineation report with appended exhibits, data forms, and OHWM forms

D. TASK 4 – SUBMITTALS, CHECK AND FINAL DESIGN CONSTRUCTION DOCUMENTS

1. The PROFESSIONAL shall prepare and submit the Concept Statement, Section 4(f), and related forms and exhibits to the Iowa DOT.
2. The PROFESSIONAL shall prepare construction documents for the project. Construction specifications will be per Iowa DOT Standard Specifications for Highway and Bridge Construction, Series 2024. The plans shall include the following details necessary for an Iowa DOT bid letting and project construction.
 - a. Title Sheet
 - b. General project notes, estimated construction quantities, and estimate reference information.
 - c. Storm water pollution prevention plan (SWPPP) general notes and supplementary information, as required.
 - d. Typical sections including construction materials, subgrade work, and general details.
 - e. Plan and profile sheets with horizontal alignment and vertical profile, construction limits and details as needed for the project.
 - f. Existing property lines using boundary survey previously completed by PROFESSIONAL and available county parcel data.
 - g. Survey sheets including benchmarks and survey control.
 - h. Traffic control plan, staging notes, and path closures, as necessary.
 - i. One temporary construction easement acquisition is anticipated with this project.
 - j. No Special Provisions are anticipated with this project.
3. The PROFESSIONAL shall prepare a statement of the total probable cost for the PROJECT, based upon the design developed using identified bid items and estimated quantities. Costs are intended for budgetary purposes only.
 - a. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry. Opinions of probable construction costs for this project will be based on history of similar projects and current Iowa DOT unit costs.

- b. It is understood that quantities are estimated only; exact quantities cannot be determined until the time of construction. Exact costs cannot be determined due to the nature of estimates of quantities, specialized nature of some repair items, work being affected by the rivers or streams, the possibility of hidden or latent structure conditions, site accessibility, and future market conditions.
 - c. It is recognized that the PROFESSIONAL has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.
 4. NPDES PERMIT - If needed, PROFESSIONAL will file a Notice of Intent for National Pollutant Discharge Elimination System (NPDES) Coverage Under General Permit #2 Storm Water Discharge Associated with Construction Activities for publication in a local newspaper. Upon receipt of the affidavit of publication, PROFESSIONAL will submit an application for a three-year permit to the Iowa Department of Natural Resources.

E. TASK 5 – BID PERIOD ASSISTANCE

1. The bid letting shall be done by the Iowa DOT. The PROFESSIONAL shall assist the CLIENT and the Iowa DOT as required.
2. PROFESSIONAL shall answer contractor questions during bid period and prepare addenda if needed.
3. PROFESSIONAL shall review contractor bid tabulations and make a recommendation of award to the CLIENT.

II. DELIVERABLES

- A. PROFESSIONAL will deliver the results of the work in a pdf document consisting of:
 - Concept Statement and related forms and exhibits
 - Environmental Study Reports
 - Updated Preliminary Plans

- Check Plans
- Final Plans
- Engineer's Opinion of Probable Construction Costs
- Bid Items will be entered in the Iowa DOT's TPMS.
- Project Development Certificate
- NPDES Permit

III. COMPENSATION

The professional services fee shall be on the basis of lump sum amount based upon the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit B.

TASK	LUMP SUM FEE
TASK 1 – PROJECT ADMINISTRATION	\$4,200
TASK 2 – PRELIMINARY DESIGN UPDATE	\$5,500
TASK 3 – ENVIRONMENTAL SERVICES	\$6,000
TASK 4 – SUBMITTALS, CHECK AND FINAL DESIGN DOCUMENTS	\$66,000
TASK 5 – BID PERIOD ASSISTANCE	\$3,300
TOTAL	\$85,000

Total fees of services shall not exceed the lump sum amounts without approval of the CLIENT. If the PROFESSIONAL anticipates that actual costs will exceed estimated costs, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

IV. ADDITIONAL SERVICES

The CLIENT may request Additional Services from the PROFESSIONAL that are not included in the Scope of Services as outlined. Authorization for additional services shall be evident by the CLIENT in writing in the form of a supplemental agreement. Any item requested by the CLIENT that expands the scope of the project and work to be completed may be considered additional services. Additional Services may include, but not be limited to:

1. Bat Habitat Assessment/Survey
2. Phase I Environmental Site Assessment
3. Archeological or Architectural Assessments

4. Additional easement plats, boundary survey and/or legal documents
5. Client-requested meetings in addition to those specified herein
6. Client-requested major revisions
7. Geotechnical services and soil borings
8. Resident meetings or other public engagement
9. Right-of-way negotiation and closing
10. Structural design and/or calculations for site improvements
11. Submittal fees to any and all regulatory agencies or jurisdictions
12. Construction administration, staking and observation
13. As-Built drawings

Upon initiation of Additional Services, the PROFESSIONAL will submit the estimated cost. Such costs will be based on the current hourly rates and fixed expenses as outlined in the PROFESSIONAL's current Standard Fee Schedule.

2024

EXHIBIT B

STANDARD FEE SCHEDULE

PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

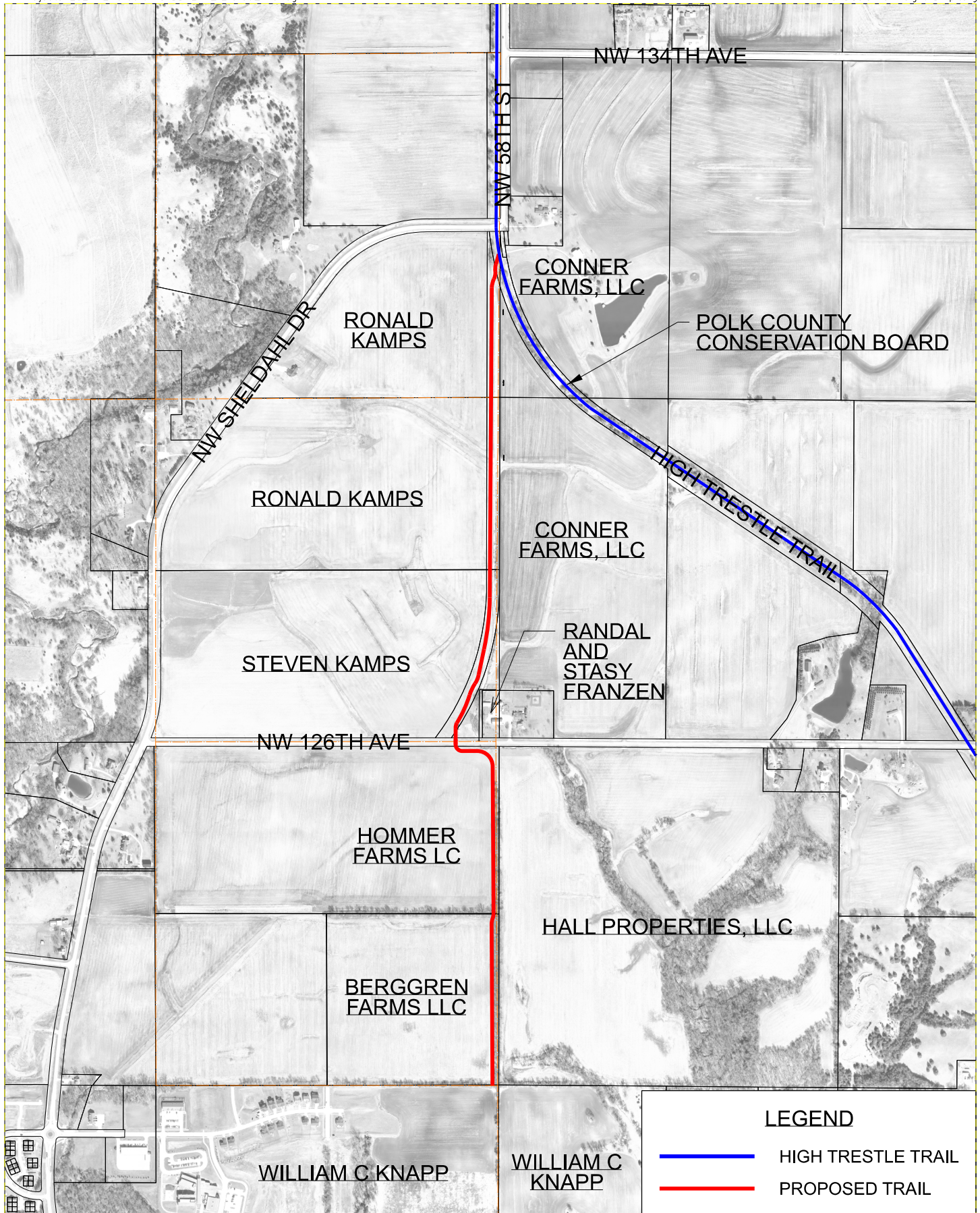
ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced

EXHIBIT C



	Date	November 13, 2024
	Agenda Item No. ACTION Roll Call No. 24-1110 Submitted by: Kenneth Young Fleet Coordinator	

AGENDA HEADING:

Approving a 60' x 24' extension to the north side of the Fleet Shop for a total cost of \$215,625.34 with a 10% contingency.

INFORMATION:

In 2014, the Fleet Shop was constructed in its current location at Jester Park to make room for the nature center complex. During the planning and design phase, it was proposed to increase the size of the new shop to accommodate the continued growth of the fleet, but this proposal was not approved at that time.

Per industry standards, a technician performing preventative maintenance and inspections require only one service bay, as they are unlikely to be working on more than one vehicle at a time. Technicians working on light duty vehicles can average 1.5 bays equipped with lifts, with some workspace being shared. Technicians working on heavy vehicles, or those with complex systems, auxiliary equipment (pumps, compressors, aerial devices) or off-road equipment (such as tractors, loaders, backhoes) will need 2-3 bays each. Conservation technicians are responsible for working on heavy and light duty vehicles, tractors, trailers, skid loaders, and backhoes which require a minimum of 1.5 bays per technician to work effectively.

Currently, Conservation has two technicians that work out of 1.5 bays each, while one technician is working out of the wash bay and the welding area. This setup creates conflicts with using the wash bay for its intended purpose and raises safety concerns. Work areas that are safe, secure, well lit, climate controlled, well equipped and supplied with electrical and compressed air services improve productivity.

Pro-Line Building Corp. was the company that constructed the Fleet Shop back in 2014, so in order to match design, roof lines, color, etc., staff recommends using Proline to extend the current building 60' x 40' to the north which would provide adequate space for our three technicians. Completion will occur between March – May of 2025.

FISCAL IMPACT:

<u>Amount:</u>	\$165,908.00	60x24x16 Shop Extension (Pro-Line Building Company)
	\$ 23,845.79	Electrical (C&K Electric)
	\$ 20,901.00	HVAC (Dayton Heating & Air Conditioning)
	<u>\$ 4,970.55</u>	Relocate Gas Line (Black Hills Energy)
Total	\$215,625.34	
	\$ 21,562.53	10% Contingency
	\$237,187.87	Not to Exceed

Funding Source: Polk County Water & Land Legacy Bond

Previous Board Action (S):

Date: 4-10-13

Roll Call: 13-0405 **(5 Yea)**

Approved Pro-Line Building Corp. bid of \$179,500 for the construction of an equipment maintenance building; approved associated construction cost estimates of \$145,500 for a total project cost not to exceed \$325,000 with funding provided by the PCWLL and further authorized the PCCB Chair to sign contract documents with Pro-Line Building Company.

RECOMMENDATION:

Approving a 60' x 24' extension to the north side of the Fleet Shop for a total cost of \$215,625.34 with a 10% contingency and authorizing the Director or their designee to sign said contract.

DESIGN BUILDING PRESENTATION

October 29, 2024

Polk County Conservation
11407 Jester Park Drive
Granger, IA 50109
515-669-2903 (C)
Ken.young@polkcountyiowa.gov

BASE BUILDING: 60' x 24' x 16' Finished Frame Surface mount

- Colored steel roof and sides attached with colored screw fasteners
- Seamless Gutters and Downspouts
- Roof purlins will be #1 grade SYP 2x6
- Wall columns will be 4 ply 2x6
- House wrap on existing gable end to protect insulation
- 1) - 4030 Horizontal sliding thermal break window
- 1) 3068 Steel entry door with deadbolt
- 2) 16x14 Insulated overhead door with operators, remote and 1 exhaust port on the sidewall
- 24' of Continuous vented ridge
- R-19 Batt wall insulation with poly vapor barrier in 2-sides and 1-end
- R-40 Blown in ceiling insulation
- Steel ceiling liner
- Steel wall liner on 2-sides and both ends
- Existing endwall steel to be removed and replaced with new
- Frame a 10x10 opening in existing end
- Tear out and haul away 130x30 area of concrete
- 108' Of footing and wall
- 40' Of 6" self-sloping trench drain
- 76 Ton of fill for building pad
- 6" Concrete floor 4000 # mix sawed 15' o.c with #4 rebar on 24" centers in 60x24 plus 2460 square feet of approach
- 1) - 5x5 concrete stoop with footings
- Pump fee included
- Gray epoxy on 60x24 floor area is included
- No cold weather costs included
- Structural engineering is included
- Porto Jon provided by Pro-Line
- Dumpster provided by Pro-Line
- Builders Risk Insurance

INCLUDES: Materials, Labor, Freight, and Unloading

TOTAL \$ 165,908.00

PLEASE NOTE:

- All Pro-Line upper wall columns are glued during assembly

1385 Hwy 63 • P.O. Box 9 • New Sharon, IA 50207

www.IowaDreamBuilder.com

- Treated base board is MCA lumber with barrier between it & steel and is fastened with stainless steel screw fasteners
- All doors, windows, and overhead doors are white in color. Other colors available at an additional cost.
- If overhead door is included, overhead door Electrical, Conduit and Connections by Owner. This includes all photo safety eyes and wall stations.
- Please note that soil bearing is assumed to be 2,000 pounds or greater.
- Pictures of the building process may be taken with a photography drone or camera during the construction process and may be shared via social media or in print advertisement. On a case by case basis, The Pro-Line Building Company of Iowa may request more info be used for advertising purposes, only with the permission of the customer.
- We strongly encourage our customer's whom are having concrete poured to choose imported sand which greatly minimizes the chances of pop outs, although not guaranteed to totally eliminate them. (Pro-Line is not responsible if pop-outs occur). If you have more questions regarding your concrete or imported sand, please speak with your Sales Consultant.

The following pricing options for imported sand:

- \$.54 per sq ft for 4"
- \$.64 per sq ft for 5"
- \$.80 per sq ft for 6"
- \$1.07 per sq ft for 8"

Approve_____

Deny_____

Permit by owner, if required

Proposal price good for 7 days (Prices are subject to change due to volatility of materials).

TERMS: 25% With acceptance of proposal
50% upon delivery of materials
Balance upon completion

Authorized Buyer or Agent

Date

Jason LaRue

Date

THANK YOU FOR THE CONSIDERATION OF OUR COMPANY AND ITS SERVICES!
Please visit our website at www.iowadreambuilder.com

ESTIMATE

C&K Electric LLC
3294 G50 Hwy
Saint Charles, IA 50240-9021

chase@c-kelectric.org
+1 (515) 979-5400



Bill to
Ken Young

Estimate details
Estimate no.: 1015
Estimate date: 10/18/2024
Expiration date: 11/18/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Vehicle Maintenance Building Addition	-Rework existing electrical panel to feed new addition -Add 100 amp panel in addition -install 2 welder circuits at each end of addition -install LED high bay lighting -Install Ceiling fan -Install dedicated circuits for work bench areas -Install convenience receptacles throughout -Install required egress lighting -Install outdoor wall pack light to existing circuit	1	\$23,845.79	\$23,845.79
Total					\$23,845.79
				Expiry date	11/18/2024

Accepted date

Accepted by

83191

10/15/24



blackhillsenergy.com
help@support.blackhillsenergy.com
888-890-5554
Facebook @blackhillsenergy
Twitter @bhenergy

Account: 0424 2387 62
Service for: KEN CRIS POLK CO CONSERVATION
Bill date: 10/10/2024

New charges: \$4,970.55

\$4,970.55
Due by 10/30/2024

Billing summary

Invoice 7662942441

CONTRIBUTION IN AID TO CONSTRUCTION (CNGTX)

Charges:

Billing Details for 10/09/24 - 10/10/24, 1 days.

Contribution in Aid of Construction

CIA NON REFUNDABLE

RELOCATE GAS MAIN

FOR NEW ADDITION

CIA Tax Gross-up \$4,296.07 @ 15.7%

\$4,970.55

\$4,296.07

\$0.00

\$0.00

\$0.00

\$674.48

Total charges

\$4,970.55

570460015. 76700
C25-6384
Em/relocate gas lines

Account number: 0424 2387 62

Detach and return with payment



PO BOX 6001
RAPID CITY SD
57709-6001

BILL ENCLOSED



Due by 10/30/2024

\$4,970.55

Amount enclosed:



Help your neighbors in need with a gift to Black Hills Corp. Foundation. For more information visit blackhillsenergy.com/blackhillscares or scan the QR code.



473 1 MB 0.622 0241680-BHES206988-ST.1GRP_0-0765131000473
KEN CRIS POLK CO CONSERVATION
12130 NW 128TH ST
GRANGER IA 50109-1200



BLACK HILLS ENERGY
PO BOX 7966
CAROL STREAM IL 60197-7966

10000001

Dayton Heating & Air Conditioning, LLC
3509 104th St.
Urbandale, IA 50322



(515) 278-1721
office@daytonhvac.com
www.daytonhvac.com

Bill to
Polk County Conservation
11407 Jester Park Dr
Granger, IA 50109

Ship to
Polk County Conservation
11407 Jester Park Dr
Granger, IA 50109

Quote #: q14686

Item	Description	Quantity	Price	Amount
4TTR6060N1000A	Trane Two Stage High Efficiency Air Conditioner Model # 4TTR6060N1000A AHRI# 209067931 16 SEER2 12 EER2 Includes all parts and labor required for proper installation - New A/C pad - New electrical whip - New service disconnect by outdoor unit with new breaker - New refrigerant lines - Electric start assist to reduce amp draw on startup and extend compressor life Warranty 5 Year Parts 1 Year Labor	1	\$6,754.00	\$6,754.00
TEM6A0D60H51SB	Trane TEM6 Series Air Handler Model# TEM6A0D60H51 Includes all parts and labor required for proper installation - Bottom return air filter box - Supply plenum - Duct elbows for new space and existing - Any other duct work needed for the new system Warranty 5 Year Parts 1 Year Labor	1	\$6,492.00	\$6,492.00



Item	Description	Quantity	Price	Amount
Furnace Installation	Modine IPT Infrared Tube Heater Model# IPT150 with 50' tube kit Includes all parts and labor required for proper installation Warranty 10 Year Heat Exchanger 2 Year Parts 1 Year Labor	1	\$6,370.00	\$6,370.00
Gas Line Installation	Gas Lines Installation Includes all parts & labor required for proper installation - Gas line to new tube heater from manifold or meter	1	\$1,285.00	\$1,285.00

Subtotal: \$20,901.00

Tax: \$0.00

Total: \$20,901.00

Authorization

Acceptance

	Date	November 13, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-1111 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

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

INFORMATION:

Polk County Conservation is in the fourth phase of restoration along the Fourmile Creek Greenway. Staff has identified a 31-acre project area to continue the restoration process. The process involves clearing and grubbing of non-native and undesirable woody vegetation, concrete removal, debris removal, and compaction and placement of earth fill. After the contracted process is complete Polk County Conservation will seed the area to native prairie to facilitate the restoration to a natural prairie-savanna ecosystem.

This project was publicly advertised for two weeks and seven bids were received and opened on November 1, 2024. The lowest responsible bidder was Des Moines Dirt Worx with a base bid of \$105,000. Upon approval, staff will issue a Notice to Proceed to the awarded contractor. This project is fully funded by an Iowa Finance Authority Grant for natural resources restoration work.

Bid Results:

Company	Bid
Des Moines Dirt Worx	\$105,000.00
James Construction	\$132,025.00
J Pettiecord	\$136,000.00
Wright Outdoor Solutions	\$218,588.87
Elder Corporation	\$312,145.00
JT Services	\$335,795.00
JC Midwest	\$463,500.00

FISCAL IMPACT:

<u>Amount:</u>	\$105,000.00	Contract Amount
	\$ 10,500.00	10% Contingency
	\$115,500.00	Not to Exceed

Funding Source: Iowa Finance Authority Grant

PREVIOUS BOARD ACTION(S):

Date: October 11, 2023

Roll Call: 23-1007 **(5 Yea)**

Action: Awarding the contract for Vegetation and Debris Removals in the Fourmile Creek Greenway to Central Tree Pros. in a contract amount of \$76,000.00 plus a 10% contingency.

Date: January 9, 2022

Roll Call: 22-0103a **(5 Yea)**

Action: Action on approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the Vegetation and Hardscape Removals in the Fourmile Creek Greenway to RW Excavating in a contract amount of \$72,000.00, plus a 10% contingency.

Date: November 13, 2019

Roll Call: 19-1114 **(5 Yea)**

Action: Awarding a contract to J. Pettiecord Inc. for vegetation removal within the Fourmile Creek Greenway as specified in ITB 2019-029 in an amount not to exceed \$118,250 and authorizing the Director or Deputy Director to execute same.

RECOMMENDATION: Awarding of Contract for the plans, specifications, form of contract, and cost estimates for Vegetation and Debris Removals in the Fourmile Creek Greenway to Des Moines Dirt Worx in a contract amount of \$105,000.00 plus a 10% contingency and authorizing the Director or their designee to sign the contract.

Project Map



**NOT TO EXCEED AGREEMENT FOR
WOODY VEGETATION AND DEBRIS REMOVAL IN THE FOURMILE CREEK GREENWAY
BETWEEN
POLK COUNTY CONSERVATION BOARD
AND
DES MOINES DIRT WORX, LLC**

I. THIS AGREEMENT is made and entered into, by and between the Polk County Conservation Board, hereinafter referred to as "PCCB," a statutory division of a municipality in Iowa organized pursuant to chapter 350 of the Iowa Code and Des Moines Dirt Worx, an Iowa corporation whose business address is 5319 Pleasant Ridge Rd, Pleasant Hill, IA 50327, hereinafter referred to as the "Contractor," and each party's designees, successors and/or assigns for woody vegetation and debris removal, as described in Invitation for Bid (IFB) 2024-008 in the Agreement amount of \$105,000.00, one hundred five thousand dollars, subject to additions and deductions as provided in the Agreement Documents. It is agreed that PCCB shall serve as the lead agency on this Agreement and any issues/concerns that arise regarding this Agreement shall be submitted to PCCB for processing, communicating and correcting.

II. DOCUMENTS. The following documents are incorporated into this Agreement by reference: (1) Plans and Specifications for Invitation for Bid 2024-008 Woody Vegetation and Debris Removal in the Fourmile Creek Greenway provided by PCCB, including all plan sheets and other attachments (the "IFB"), (2) IFB 2024-008 Bid Proposal submitted by Contractor (the "Proposal"), (3) any future amendments to this Agreement. In the event of a conflict, the **order of precedence** shall be: 1) amendments to this Agreement, 2) this Agreement, 3) the IFB, 4) the Proposal.

The following documents are also incorporated into this Agreement by reference:

- Certificate of Insurance provided by Contractor, as specified in the IFB;
- Performance Bond as specified in the IFB (Document A310-2010 Bid Bond);
- List of Subcontractors provided by Contractor and approved by PCCB;
- Construction schedule provided by Contractor and approved by PCCB.

III. LIABILITY/INDEMNIFICATION. PCCB shall, by reason of this Agreement, be obligated to defend, hold harmless or indemnify the Contractor from any liability to third parties, from any occupational injuries, or from and against any liability, loss, damage, claim or lawsuit asserted against them or any of them arising out of or in any way connected to the Agreement. More specifically PCCB do not waive any and all provisions afforded to them under Chapter 669 and the constitution of the State of Iowa.

The CONTRACTOR shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents, their predecessors, successors and assigns

from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgments, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County,

by reason of or resulting from any injury or damages to persons, including but not limited to any personal injury, including death; or damages to any property, including but not limited to any loss of use thereof, and economic damages

claimed, caused, arising out of or in connection with the CONTRACTOR'S, including CONTRACTOR'S employee's, agent's, representative's or subcontractor's, acts, errors, omissions, default, breach, mismanagement or negligence, in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.

- IV. INSURANCE.** Before commencing any work and throughout the term of this Agreement, Contractor must have and maintain the following insurance policies: (a) workers' compensation and employers liability insurance, as and to the extent required by Applicable Law; (b) commercial general liability insurance written on an occurrence basis with a liability limits per incident and covering the activities that are the subject of this Agreement, including any related Claims; (c) automobile liability insurance covering all owned and non-owned vehicles used in performing the Services; and (d) excess liability coverage (umbrella) over and above the general liability and employers liability insurance. If applicable, builders risk insurance is also required. All required limits are listed in the IFB.

If Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services), professional liability insurance with a liability limit of at least \$1,000,000.

The Contractor must require that any of its agents and/or subcontractors, who perform work and/or services pursuant to the provisions of this Agreement, meet the same insurance requirements as are required of the Contractor.

- V. SCOPE OF WORK.** This statement of work describes and defines the services, which are required for the Contractor to remove undesirable, unmarked woody vegetation

and miscellaneous debris in a park managed by Polk County Conservation. Attached map shows the project area which encompasses approximately 26.7 acres. The Contractor shall clear the site of trees, shrubs, and other woody vegetation, except those indicated or directed to be left standing. **Tree to be kept have been painted with a red dot on the trunk.** Completely remove stumps, roots, boulders and other debris protruding through the ground. All limbs, wood chips and other woody debris generated in the removal and processing of trees and shrubs must be completely removed. Areas on the map encircled in red have very dense vegetation. Greater care must be taken in these areas when removing trees to not damage desirable trees. Contractors may need to utilize more hand-felling of trees and less large equipment in these areas.

In addition, all paving, loose concrete, rubble, solid waste, downed wood, and fencing found within the project area must be hauled off site for disposal. There are some areas of poured concrete, retaining wall, and refuse – all of this must be removed as a part of the contract. Some boulders and large logs are being used to block roads and prevent trespassing – these items are to be left in place. Please reach out to Cassie Cook if you are unsure on removal.

The Contractor shall fill depressions caused by clearing and grubbing with satisfactory soil materials unless further excavation work is required or indicated. Post-thaw settling-in depression created by removal of trees or other debris, must be remediated with additional soil placement. Areas with soil placement must be graded to match grade of surrounding land. Areas with steep drop-offs must be graded to reduce abrupt ground level change. Contractor may utilize dirt on site to smooth out ground elevations. Utility locates are the responsibility of the contractor. Any damage to underground utilities caused by contractor shall be sole responsibility of contractor.

Contractor must use great caution to not damage valuable trees that are being kept in the project area (marked by paint). If any tree is damaged, the Conservation Ecologist will determine the value of the damaged tree using the National Tree Benefit Calculator (Arbor Day Foundation). Assessed damage will fall into three categories, and be reimbursed to PCC in the following amounts:

Light Damage – 20% of tree value

Moderate Damage – 50% of tree value

Extreme Damage – 100% of tree value

Bid Alternates included in the Agreement Sum Include: An additional 4.8 acres of land north of Mattern Avenue that has also been marked (outlined in green on the attached map). The scope of work is the same for these areas as mentioned in the above section.

Utility locates are the responsibility of the contractor. Any damage to underground utilities caused by contractor shall be sole responsibility of contractor.

All work must be completed in compliance with the all laws and permits. The Natural Resources Manager's interpretation of all specifications shall be final.

Polk County Conservation will not provide price adjustments for cost increases or decreases in the price of fuel.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Additional payments for increased quantities, labor or equipment usage will only be allowed if a change order is warranted due to a change in project scope or unforeseen conditions.

All equipment must be thoroughly cleaned of any debris (mud, plant material...etc.) BEFORE mobilization to job site. Notify PCC staff prior to beginning any work to allow for inspection of equipment.

- VI. All work shall be in accordance with all applicable permits, statutes, laws, executive orders, and other governmental requirements that may apply to the work performed ("**Applicable Law**"). Construction shall not commence until the Contractor has received the Notice to Proceed from PCCB.
- VII. **CHANGE ORDERS.** Only change orders which do not exceed amount authorized by the Polk County Conservation Board will be authorized or paid without further board approval.
- VIII. **NOT TO EXCEED.** This Agreement, approved by the PCCB on November 13, 2024 by Roll Call No. 24-1111, shall not exceed **\$105,000.00**
- IX. **PAYMENT.** Payment will be made for periodic invoices based on the percentage of work completed and documented on a form specified by the Polk County Conservation Board. In the event of disputes, the PCCB's Conservation Ecologist will determine the appropriate amount of payment. Authorized payments shall be issued within 30-days of receipt by PCCB excluding the five-percent retainage which shall be paid to Contractor as set forth in Section X (Retention) below.
- X. **RETENTION.** From each periodic invoice five percent (5%) of the payment will be withheld contingent on meeting the obligations of chapter 573 of the Iowa Code regarding payment of subcontractors and satisfactory completion of the work. Said

retainage shall be paid to the Contractor within 30-days of completion of all Services under this Agreement and final approval of those Services by PCCB.

- XI. DURATION.** This Agreement will be effective upon signing by all parties and until the date of acceptance of the project improvements by PCCB. Subject to adjustments of the Agreement Time mutually agreed to by the parties, substantial completion by the Contractor shall be achieved by March 31, 2025. There are liquidated damages of \$500 per day associated with this Agreement, per the IFB.
- XII. DEFAULT AND DISPUTES.** Should the Contractor default in any provision within this Agreement, PCCB or shall provide written notice to the Contractor of said default and the Contractor shall have fourteen days to respond to PCCB's concerns, including but not limited to the Contractor's method and timeline to cure said default. PCCB shall make a determination based on the Contractor's response and issue a written response either accepting or rejecting the Contractor's plan to cure. If rejected, PCCB may, in their sole discretion, terminate this Agreement. Should this occur, Contractor must cease all work immediately upon receipt of the termination notice and PCCB will pay Contractor for the Services that have been satisfactorily completed, as determined by PCCB, as of the termination date. Any disputes which cannot be resolved by informal meetings between the parties shall be brought in the Iowa District Court for Polk County located in Des Moines, Iowa.
- XIII. PCCB's RIGHTS AND RESPONSIBILITIES.** If the Contractor does not satisfactorily comply with the Agreement in completing the work, PCCB may by written order stop the work or carry out the work by another method. Should this occur, Contractor must cease all work immediately upon receipt of the stop order and PCCB will pay Contractor for the Services that have been satisfactorily completed, as determined by PCCB, as of the stop order date.
- XIV. ASSIGNMENT.** This Agreement cannot be assigned. Contractor may not subcontract the Services without the prior written consent of PCCB. Contractor is responsible for (i) each subcontractor's compliance with the terms of this Agreement and (ii) for the complete performance of the Services notwithstanding the use of subcontractors or work performed by anyone else under Contractor's direction or control.
- XV. CONTRACTOR'S RESPONSIBILITIES.** The Contractor is responsible to supervise and carry out the work and to have control over the construction means, methods, techniques, sequences and procedures. The Contractor is responsible for its employees, subcontractors and agents including but not limited to General Liability Insurance, Workmen's Compensation and any other insurance necessary for the completion of this Agreement.

The Contractor shall provide and pay for all materials, equipment, tools, utilities and transportation necessary for the project. The Contractor shall provide and pay for any security and safety fencing required for the project during construction.

The Contractor warrants that the materials are of good quality and meet the standards specified in the Bid specifications. The Contractor will obtain any additional permits needed for the project and will comply with all local, State and Federal laws. The Contractor is responsible for cleanup. The Contractor will hold harmless the Board for any claims, damages or losses, including attorney's fees, as a result of the Contractor's negligence in completing the work including the work of employees, subcontractors and agents.

The Contractor will take appropriate safety precautions in completing the work and will be responsible for appropriate disposal of any hazardous materials at the site.

The Contractor is responsible for providing PCCB with certificates of insurance in compliance with the packet provided by Polk County.

XVI. NOTICES. Except as otherwise specified, all notices, consents, approvals, requests and other communications required or permitted under this Agreement shall be given by e-mail or in writing and mailed by certified mail, return receipt requested, address as follows:

Des Moines Dirt Worx
5319 Pleasant Ridge Rd
Pleasant Hill, IA 50327
Attn: Robert Dixon
robert@dsmdirtyworx.com

Polk County Conservation
12130 NW 128th Street
Granger, IA 50109
Attn: Richard Leopold
richard.leopold@polkcountyiowa.gov

XVII. EXECUTION. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Agreement. Any Notice given by a party hereunder must be signed by an authorized representative of such party. Facsimile, scanned, and digital or electronic signatures on this Agreement and any related documents (other than those to be recorded, if any) will be fully binding for all purposes under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein as of their respective signature and date below.

DES MOINES DIRT WORX

Robert Dixon, President

Date

POLK COUNTY CONSERVATION BOARD

Richard Leopold, Director

Date

**Date**

November 12, 2024

Item No.**ACTION****Roll Call No.****24-1112****Submitted by:****Adam Fendrick
Park Planner****AGENDA HEADING:**

Approving Change Order 5 for the Sleepy Hollow Improvement project for the pond repairs in an amount Not to Exceed \$79,843.00.

INFORMATION:

Overall, the Sleepy Hollow Improvements project has been successful with the installation of SnowFlex, but we continue to have issues with the pond. The pond is essential to the operations of Sleepy Hollow as it serves as the main water source for SnowFlex and snow making operations.

The pond was constructed according to the contract documents by excavating out the new pond to what we believed would be a suitable clay base and then construct a berm with that clay soil material. After that initial fill the pond was not holding water. At that time, we believed the leak was in the newly constructed berm. The contractor made repairs to the berm where we did discover areas of possible sand seams and plugged those up with bentonite. The pond was refilled and continued to leak.

Right now, we believe we targeted the leak to the bottom of the pond. CMT Testing was hired to test the bottom of the pond to determine how thick of a clay liner exists on the bottom. Testing also informed us of how much bentonite is needed to seal the bottom of the pond. Test results came back that we do not have expansive clays suitable for pond liner in the new section of the pond (attached). The plan under this Change Order to make the repairs to the bottom of the pond is to spread bentonite, disc and roll it with a compactor (attached map). This plan is at the advice from the project engineer and the testing company. This is work that was not scoped in the original plans and additional money is needed to complete this work.

FISCAL IMPACT:Amount:

\$128,655.34 10% Contingency Budget

\$ 70,859.00 Change Orders 1-4

\$ 79,843.00 Change Order 5

\$ -22,046.66 (5% over budget)

Funding Source:

Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):Date: July 15, 2023Roll Call: 23-0715 **(5 Yea)**

Action: Approving Award of Contract for plans, specifications, form of contract documents and engineer's estimate designating the lowest responsible bidder for the construction of the Sleepy Hollow Site Improvements project to RW Excavating, LLC in a contract amount of \$1,286,553.40 plus a 10% contingency.

RECOMMENDATION: Approving Change Order 5 for the Sleepy Hollow Improvement project for the pond repairs in an amount Not to Exceed \$79,843.00 and directing the Director or his designee to sign such agreement.



Site Observations

Construction Materials Testing
1610 East Madison Avenue
Des Moines, IA 50313
Phone: (515) 263-0794

Client:
RW Excavating & Dozing
13293 S 88th Ave W
Prairie City, IA 50228

Project:
231345SHP
Sleepy Hollow Sports Park - RW Excavating
4051 Dean Avenue
Des Moines, IA

Activity Date: 10/29/2024

Contractor: RW Excavating

Technician: Ryan Clement

Description of Services: Pond Liner Material and Construction

Field Notes:

As per your request, a Construction Materials Testing, Inc. technician was on site to bear witness and observe existing soil conditions and their use as pond liner soils for the pond located to the north of the all weather tubing hill. Construction Materials Testing, Inc. has made multiple visits starting in June of 2024 in regards to pond liner and berm soils.

During this visit, the pond had completely drained and had minimal standing water that was located along the eastern portion of the existing pond. Five soil borings were taken to a depth of 4' below the existing grade. Atterberg testing (ASTM D 4318) was conducted on those 5 samples and separate reports for those results will be issued. This letter should serve as a summary and remediation effort process.

The grayish brown, rusty brown clay soils Atterberg testing indicate the existing soil classifications are a span of non expansive lean (CL) to expansive fat (CH) clay. Three of the samples yielded a non expansive lean (CL) clay classification. One boring was classified as a lean to fat (CL-CH) clay and two soil borings were considered expansive (CH) clay. The tests yielded an average Liquid Limit of 43, a Plastic Limit of 19, and a Plasticity Index of 23. For pond liner applications, soils with a Liquid Limit (LL) above 45, and a Plasticity Index (PI) above 25 are deemed expansive (CH) or suitable for use in the construction process.

In order to remediate the existing soils and create a suitable pond liner, the application of bentonite clay will be required at a dosage rate of 10 pounds per cubic foot. The pond liner surface shall be free of vegetation, rocks, or debris. Then the bentonite clay can be evenly distributed via a spreader or other appropriate equipment. The bentonite clay shall then be mixed evenly into the top 6-12" inches of soil. This helps the bentonite clay bind with the existing clay soils, creating a watertight seal. The bentonite layer shall then be compacted using a roller or tamper. A 4-6" layer of existing soils shall be over the compacted bentonite layer to protect it from drying out and cracking. This layer shall also be compacted using a roller or tamper.

Pass or Fail: Pass


Sybil K. Ferrier, P.E.
Principal Engineer

Results were reported to field personnel. Please feel free to call if further assistance is needed.

Page 1 of 1



ASTM D4318 Atterberg

Construction Materials Testing
1610 East Madison Avenue
Des Moines, IA 50313
Phone: (515) 263-0794

Client:
RW Excavating & Dozing
13293 S 88th Ave W
Prairie City, IA 50228

Project:
231345SHP
Sleepy Hollow Sports Park - RW Excavating
4051 Dean Avenue
Des Moines, IA

General Information

Sample Number:	21920	Sample Date:	10/15/2024
Sample From:	Native Soil	Sampling Method:	Thinwall Tube ASTM D1587
Location Details:		Soil Boring #1	
Location:	Technician: John Hopkins		

Test Results

Amount of Sample Passing 425 μ m (No. 40) Sieve (in grams):	150.00	Amount of Sample Retained on 425 μ m (No. 40) Sieve (in grams):	120.00
<u>Liquid Limit (One-Point Method B)</u>			
Corrected Liquid Limit Results (One-Point Method B):		38	45
<u>Plastic Limit</u>			
Trial 1 Plastic Limit Result:	15	Trial 2 Plastic Limit Result:	15
Average Plastic Limit Result:		15	25
<u>Plasticity Index</u>			
Plasticity Index Result (using One-Point Method B):		23	
Corrected Plasticity Index Result (using One-Point Method B):		23	26
Test Remarks: This sample is non-expansive.			
Test Completed Date:	10/29/2024	Test Completed By:	Ryan Clement


Sybil K. Ferrier, P.E.
Principal Engineer



ASTM D4318 Atterberg

Construction Materials Testing
1610 East Madison Avenue
Des Moines, IA 50313
Phone: (515) 263-0794

Client:
RW Excavating & Dozing
13293 S 88th Ave W
Prairie City, IA 50228

Project:
231345SHP
Sleepy Hollow Sports Park - RW Excavating
4051 Dean Avenue
Des Moines, IA

General Information

Sample Number:	21921	Sample Date:	10/15/2024
Sample From:	Native Soil	Sampling Method:	Thinwall Tube ASTM D1587
Location Details:		Soil Boring #2	
Location:	Technician: John Hopkins		

Test Results

Amount of Sample Passing 425 μ m (No. 40) Sieve (in grams):	150.00	Amount of Sample Retained on 425 μ m (No. 40) Sieve (in grams):	130.00
<u>Liquid Limit (One-Point Method B)</u>			
Corrected Liquid Limit Results (One-Point Method B):		53	45
<u>Plastic Limit</u>			
Trial 1 Plastic Limit Result:	22	Trial 2 Plastic Limit Result:	22
Average Plastic Limit Result:		22	25
<u>Plasticity Index</u>			
Plasticity Index Result (using One-Point Method B):			31
Corrected Plasticity Index Result (using One-Point Method B):			31 29
Test Remarks: This sample is non expansive.			
Test Completed Date:	10/29/2024	Test Completed By:	Ryan Clement


Sybil K. Ferrier, P.E.
Principal Engineer



ASTM D4318 Atterberg

Construction Materials Testing
1610 East Madison Avenue
Des Moines, IA 50313
Phone: (515) 263-0794

Client:
RW Excavating & Dozing
13293 S 88th Ave W
Prairie City, IA 50228

Project:
231345SHP
Sleepy Hollow Sports Park - RW Excavating
4051 Dean Avenue
Des Moines, IA

General Information

Sample Number:	21922	Sample Date:	10/15/2024
Sample From:	Native Soil	Sampling Method:	Thinwall Tube ASTM D1587
Location Details:		Soil Boring #3	
Location:		Technician:	John Hopkins

Test Results

Amount of Sample Passing 425 μ m (No. 40) Sieve (in grams):	160.00	Amount of Sample Retained on 425 μ m (No. 40) Sieve (in grams):	120.00
<u>Liquid Limit (One-Point Method B)</u>			
Corrected Liquid Limit Results (One-Point Method B):		39	45
<u>Plastic Limit</u>			
Trial 1 Plastic Limit Result:	17	Trial 2 Plastic Limit Result:	17
Average Plastic Limit Result:		17	25
<u>Plasticity Index</u>			
Plasticity Index Result (using One-Point Method B):		22	
Corrected Plasticity Index Result (using One-Point Method B):		22	28
Test Remarks: This sample is non expansive.			
Test Completed Date:	10/29/2024	Test Completed By:	Ryan Clement


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Client:
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Prairie City, IA 50228

Project:
231345SHP
Sleepy Hollow Sports Park - RW Excavating
4051 Dean Avenue
Des Moines, IA

General Information

Sample Number:	21923	Sample Date:	10/15/2024
Sample From:	Native Soil	Sampling Method:	Thinwall Tube ASTM D1587
Location Details:		Soil Boring #4	
Location:	Technician: John Hopkins		

Test Results

Amount of Sample Passing 425 μ m (No. 40) Sieve (in grams):	150.00	Amount of Sample Retained on 425 μ m (No. 40) Sieve (in grams):	120.00
<u>Liquid Limit (One-Point Method B)</u>			
Corrected Liquid Limit Results (One-Point Method B):		48	45
<u>Plastic Limit</u>			
Trial 1 Plastic Limit Result:	29	Trial 2 Plastic Limit Result:	29
Average Plastic Limit Result:		29	25
<u>Plasticity Index</u>			
Plasticity Index Result (using One-Point Method B):		19	
Corrected Plasticity Index Result (using One-Point Method B):		19	24 25
Test Remarks: This sample is expansive.			
Test Completed Date:	10/29/2024	Test Completed By:	Ryan Clement


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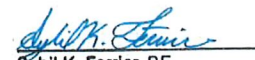
Project:
231345SHP
Sleepy Hollow Sports Park - RW Excavating
4051 Dean Avenue
Des Moines, IA

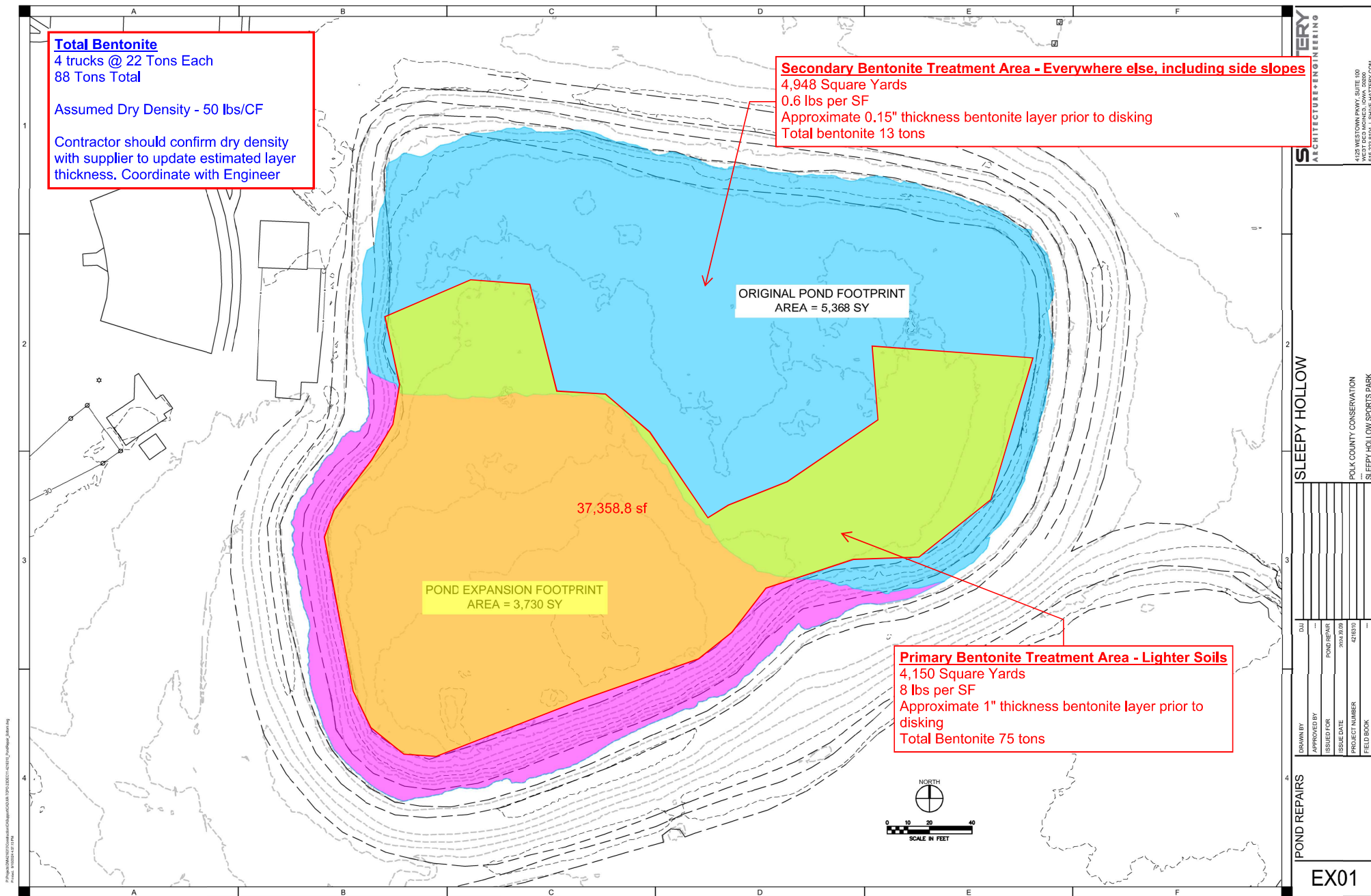
General Information

Sample Number:	21924	Sample Date:	10/15/2024
Sample From:	Native Soil	Sampling Method:	Thinwall Tube ASTM D1587
Location Details:		Soil Boring #5	
Location:		Technician:	John Hopkins

Test Results

Amount of Sample Passing 425 μ m (No. 40) Sieve (in grams):	150.00	Amount of Sample Retained on 425 μ m (No. 40) Sieve (in grams):	125.00
<u>Liquid Limit (One-Point Method B)</u>			
Corrected Liquid Limit Results (One-Point Method B):		36	45
<u>Plastic Limit</u>			
Trial 1 Plastic Limit Result:	14	Trial 2 Plastic Limit Result:	14
Average Plastic Limit Result:		14	25
<u>Plasticity Index</u>			
Plasticity Index Result (using One-Point Method B):		22	
Corrected Plasticity Index Result (using One-Point Method B):		22	25
Test Remarks: This sample is non expansive.			
Test Completed Date:	10/29/2024	Test Completed By:	Ryan Clement


Sybil K. Ferrier, P.E.
Principal Engineer



	Date	November 13, 2024
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 24-1113

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

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

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

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