

**October 11, 2023
Jester Park Nature Center
12130 NW 128th St Granger, IA 50109
5:30 PM – PCC Board Meeting**

AGENDA

- 1) Roll Call**
- 2) Public Comments**
- 3) New Employee Introduction**
 - a. Jeremy Bassett – Park Ranger (Easter Lake)**
- 4) Financial Reports/Budgeting Presentation - Deb Anderson**
- 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) 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.

ACTION ITEMS

- 8) Approving** the formal quote for the septic tank replacement at the Jester Park Golf Course to Septics and More Inc., for \$51,850 plus a 10% contingency.
- 9) Approving** contract with Felsburg, Holt & Ullevig for engineering/design services for the Buttonbush wetland improvements at Chichaqua Bottoms Greenbelt in the amount of \$125,628.
- 10) Approving** an Easter Lake North Shore change order for the Rowing Building sprinkler system plumbing and electrical work in an amount not to exceed \$128,930.00.
- 11) Review and approve** proposal guidelines for partnership with Sandy Creek Partners for the Trails End Mitigation Bank Phase 2 and Ziel Mitigation Bank and authorize staff to negotiate transfer of stream credits generated from the Ziel and Trails End Phase 2 mitigation banks with Sandy Creek Partners, using the attached proposal as an initial point of negotiation, with the understanding that any final negotiated agreement will require approval at a future Board meeting.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 12) **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

- October 11 -- Polk County Conservation Board Meeting at Jester Park Nature Center, 5:30 pm
- October 14 – [Fall Wagon Ride services begin at Jester Park Equestrian Center, various dates and times](#)
- October 18 -- Water Quality Monitoring program hosts a field trip for monitors at the Tesdell Century Farm to learn about conservation practices in farming.
- October 21 – [Moonlight Seed Harvest volunteer event at Chichaqua Bottoms Greenbelt, 5 pm](#)
- October 28 – [To Grandmother's House We Go Trail Run at Brown's Woods, 9 am](#)
- November 8 -- 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 09/30/23 (25.0% 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	\$ -	\$ 5,000	0.0%
6006	Environmental Ed	\$ 127,000	\$ 31,330	\$ 95,670	24.7%
6009	Natural Resources	\$ 114,000	\$ 19,833	\$ 94,167	17.4%
6101	Administration	\$ 33,500	\$ 7,382	\$ 26,118	22.0%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 4,100	\$ 4,100	\$ 0	100.0%
6110	Parks Advocacy Unit	\$ 740,000	\$ 212,656	\$ 527,344	28.7%
6118	Fleet Services	\$ 15,000	\$ -	\$ 15,000	0.0%
6119	Construction/Maint.	\$ 1	\$ 1,570	\$ (1,569)	0.0%
6124	Equestrian Center	\$ 215,000	\$ 40,037	\$ 174,963	18.6%
Sub-Total - General Fund 1		\$ 1,273,601	\$ 316,908	\$ 956,693	24.9%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 97,000	\$ 7,866	\$ 89,134	8.1%
6127	Miscellaneous	\$ 7,500	\$ 3,415	\$ 4,085	45.5%
6128	Cabins	\$ 140,000	\$ 37,625	\$ 102,375	26.9%
6129	Lauridsen Skatepark	\$ 35,000	\$ 697	\$ 34,303	2.0%
Sub-Total - General Fund 6		\$ 279,500	\$ 49,603	\$ 229,897	17.7%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 1,328	\$ 109,672	1.2%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 1,000,000	\$ 172,500	\$ 827,500	17.3%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 6,725,340	\$ 351,778	\$ 6,373,562	5.2%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,800	\$ 147,489	\$ 203,311	42.0%
6126	Sleepy Hollow	\$ -	\$ 2,507	\$ (2,507)	0.0%
Sub-Total - Enterprises Fund 286		\$ 350,800	\$ 149,996	\$ 200,804	42.8%
Grand Total - Conservation		\$ 9,740,241	\$ 1,042,113	\$ 8,698,128	10.7%

2023 - 2024 Expense Budget
- as of 09/30/23 (25.0% 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	\$ 273,030	\$ 111,713	71.0%
6006	Environmental Ed	\$ 756,620	\$ 210,189	\$ 546,431	27.8%
6009	Natural Resources	\$ 1,489,125	\$ 441,163	\$ 1,047,962	29.6%
6101	Administration	\$ 1,242,812	\$ 323,359	\$ 919,453	26.0%
6103	Community Outreach	\$ 248,245	\$ 69,857	\$ 178,388	28.1%
6104	Conservation Grants-FEMA	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 1,802,340	\$ 531,487	\$ 1,270,853	29.5%
6118	Fleet Services	\$ 737,583	\$ 219,763	\$ 517,820	29.8%
6119	Construction/Maint.	\$ 875,571	\$ 212,494	\$ 663,077	24.3%
6124	Equestrian Center	\$ 832,725	\$ 228,868	\$ 603,857	27.5%
Sub-Total - General Fund 1		\$ 8,413,391	\$ 2,540,209	\$ 5,873,182	30.2%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,849,251	\$ 474,877	\$ 1,374,374	25.7%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 50,000	\$ 24,736	\$ 25,264	49.5%
REAP - Fund 26					
0211	Resource Enhancement	\$ 132,000	\$ 1,720	\$ 130,280	1.3%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 500,000	\$ 5,000	\$ 495,000	1.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 22,105,629	\$ 7,478,762	\$ 14,626,867	33.8%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 399,500	\$ 37,141	\$ 362,359	9.3%
6126	Sleepy Hollow	\$ 249,096	\$ 180,568	\$ 68,528	72.5%
Sub-Total - Enterprises Fund 286		\$ 648,596	\$ 217,709	\$ 430,887	33.6%
Grand Total - Conservation		\$ 34,389,957	\$ 10,818,698	\$ 23,571,259	31.5%

2021 Bond PCWLL EXPENDITURES AS OF :

		September 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		\$ 250,000					\$ -	250,000	
C12-6228	JP PARK IMPROVEMENTS		\$ 580,000	\$ 450,012	\$ 3,923	\$ 63,247		\$ 517,182	62,818	
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE					\$ 9,650		\$ 9,650	(9,650)	
C12-6233	TRAIL IMPROVEMENTS ALL AREAS		\$ 350,000		\$ 40,263	\$ 57,245		\$ 97,508	252,492	
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$13,666	\$ 100,000	\$ 42,652	\$ 23,894	\$ 34,000		\$ 100,546	13,120	
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		\$ 2,430			\$ 4,930		\$ 4,930	(2,500)	
C13-6258	NATURAL AREA RESTORATIONS	\$185,859	\$ 1,500,000		\$ 22,747	\$ 986,875	\$ (150,950)	\$ 858,672	827,187	
C14-6272	EL RAIN GARDENS					\$ 7	\$ 12,604	\$ 12,611	(12,611)	
C15-6277	WATER QUALITY	(\$857,705)	\$ 1,500,000	\$ 456,953	\$ 48,530	\$ 354,625	\$ (1,159,371)	\$ (299,263)	941,558	
C17-6291	4-MILE BANE PROPERTY					\$ 27,762		\$ 27,762	(27,762)	
C17-6297	CBG-DYKSTRA PROPERTY				\$ 3,404			\$ 3,404	(3,404)	
C17-6299	CBG-K KIMBERLY PROPERTY	(\$1,255,237)	\$ 1,087,558			\$ 3,492	\$ (272,879)	\$ (269,387)	101,708	
C18-6302	WETLAND BANKING				\$ 7,600	\$ 2,000		\$ 9,600	(9,600)	
C18-6312	MISCELLANEOUS LAND	(\$5,400)			\$ 4,785	\$ 7,600	\$ -	\$ 12,385	(17,785)	
C19-6324	4-MILE GREENWAY RESTORATION	(\$6,652)	\$ 17,652			\$ 11,000		\$ 11,000	-	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$99,779	\$ 500,000		\$ 516,681	\$ 285,843	\$ (113,175)	\$ 689,350	(89,571)	
C19-6334	CBG LANE PROPERTY	\$28,258				\$ 19,548		\$ 19,548	8,710	
C20-6343	4-MILE/SLEEPY HOLLOW	(\$2,919)	\$ 5,750,000	\$ 404,157	\$ 116,323	\$ 3,445,287		\$ 3,965,767	1,781,314	
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS		\$ 1,000,000		\$ 4,385	\$ 18,722		\$ 23,107	976,893	
C20-6348	ARTIFACTS		\$ 54,710			\$ 54,710		\$ 54,710	(0)	
C20-6349	COPPER CREEK		\$ 150,000		\$ 43,500	\$ 28,809		\$ 72,309	77,691	
C20-6352	HTT TO POLK CITY		\$ 700,000		\$ 2,252			\$ 2,252	697,748	
C20-6353	SPECK PROPERTY		\$ 1,612			\$ 20,388		\$ 20,388	(18,776)	
C21-6354	TRAILS END MITIGATION BANKING	(\$400,205)	\$ 1,000,000	\$ 6,359,725	\$ 185,555	\$ 4,190		\$ 6,549,470	(5,949,675)	
C22-6355	SUSTAINABILITY	(\$5,995)	\$ 250,000			\$ 117,517		\$ 117,517	126,488	
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		\$ 154,242			\$ 154,242	95,759	
C23-6360	SEPTICS		\$ 300,000		\$ -	\$ 36,591	\$ -	\$ 36,591	263,409	
C23-6361	ALLEMAN/ZIEL		\$ 371,268		\$ 2,930	\$ 368,338		\$ 371,268	0	
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		\$ -			\$ 24,650		\$ 24,650	(24,650)	
C24-6366	ICON WATER TRAILS		\$ 1,500,000			\$ 1,030,514		\$ 1,030,514	469,486	
C24-6367	WATER TRAILS - CONSERVATION		\$ 1,000,000		\$ 5,188			\$ 5,188	994,812	
C24-6368	JPEC - MOLD REMEDIATION		\$ -	\$ -		\$ 8,779		\$ 8,779	(8,779)	
C24-6369	CMO SHOP		\$ 200,000					\$ -	200,000	
C24-6370	JPNC TERRACE		\$ -		\$ 10,000			\$ 10,000	(10,000)	
C24-6372	DEIA INITIATIVE		\$ -					\$ -	-	
C22-9999	MINOR BOND IMPROVEMENTS		\$ 1,225,290			\$ 723,318	\$ (2,000)	\$ 721,318	503,972	
C22-9998	INTEREST INCOME		\$ -				\$ (952,561)	\$ (952,561)	952,561	
	CBG-SKUNK RIVER BRIDGE		\$ 100,000					\$ -	100,000	
	PLAYGROUND RENOVATIONS		\$ 400,000					\$ -	400,000	
	PUBLIC ART		\$ 40,000					\$ -	40,000	
	RETENTION FEE (5%)		\$ 1,100,000					\$ -	1,100,000	
	TAXABLE PORTION OF BOND		\$ 3,000,000					\$ -	3,000,000	
LAND ACQ	LAND ACQUISITIONS		\$ 2,608,735					\$ -	2,608,735	
		(\$2,307,005)	\$ 28,000,000	\$ 7,713,499	\$ 1,196,580	\$ 10,065,439	\$ (4,026,274)	\$ 14,949,244	\$ 10,743,751	

September 13, 2023
Sleepy Hollow Sports Park
4051 Dean Ave, Des Moines, IA 50317
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, September 13, 2023. The meeting was called to order at 5:37 p.m.

- #23-0901 **Roll Call**
Members Present: **Lewis (departed 6:43 PM), Altringer, Mollenhauer**
Members Absent: **Cataldo, Crane**
- #23-0902 **Public Comments**
- #23-0903 **Sleepy Hollow Business Plan Presentation**
- #23-0904 **Financial Reports**
- #23-0905 **MOVED BY Lewis to approve the August 9, 2023 meeting minutes.**
SECONDED BY Mollenhauer
Vote Yea: **Lewis, Altringer, Mollenhauer**
Members Absent: **Cataldo, Crane**

CONSENT AGENDA

- #23-0906 **Approving** bill list.
- #23-0907 **Approving** a Federal Recreational Trails Grant application for the Great Western Trail Improvements project and providing a minimum of 20% matching funds from Polk County Conservation and other funding sources.
- #23-0908 **Approving** a Federal Recreational Trails Grant application for the Mountain Bike Park project and providing a minimum of 20% matching funds from Polk County Conservation and other funding sources.
- #23-0909 **Recommending** that the Polk County Board of Supervisors approve a Perpetual Easement for Private Ingress-Egress to Saga Communications for the ongoing inspection, repair and maintenance of guy wires associated with their communications tower located on Polk County land in Alleman, Iowa.
- #23-0910 **Approving** Polk County Conservation's participation in the Bird City Network and recommending that the Board of Supervisors approves the application.

LET THE RECORD SHOW it was moved by **Lewis** to approve the consent agenda.
SECONDED BY Mollenhauer

Vote Yea: **Crane, Lewis, Altringer, Mollenhauer**
Members Absent: **Cataldo, Crane**

ACTION ITEMS

#23-0911 **Approving** the revised Polk County Conservation (PCC) Procurement Policy.

LET THE RECORD SHOW it was moved by **Mollenhauer** to approve Action Item 23-0911.

SECONDED BY Lewis

Vote Yea: **Lewis, Altringer, Mollenhauer**
Members Absent: **Cataldo, Crane**

#23-0912 **Approving** a project budget for the Jester Park Nature Center Streamscape Renovation project in an amount not to exceed \$75,000.

LET THE RECORD SHOW it was moved by **Lewis** to approve Action Item 23-0912.

SECONDED BY Mollenhauer

Vote Yea: **Lewis, Mollenhauer, Altringer**
Members Absent: **Cataldo, Crane**

#23-0913 **Approving** contract with Botanical and Ecological Consulting to complete a comprehensive floristic survey on the Brenton Slough property in the amount of \$80,862.25.

LET THE RECORD SHOW it was moved by **Mollenhauer** to approve Action Item 23-0913

SECONDED BY Lewis

Vote Yea: **Lewis, Mollenhauer, Altringer**
Members Absent: **Cataldo, Crane**

#23-0914 **Approving** contract with JEO Consulting Group, Inc for engineering/design services for the Chichaqua Bottoms Greenbelt floodplain rehydration project in the amount of \$179,500.

LET THE RECORD SHOW it was moved by **Lewis** to approve Action Item 23-0914

SECONDED BY Mollenhauer

Vote Yea: **Lewis, Mollenhauer, Altringer**
Members Absent: **Cataldo, Crane**

#23-0915 **Approving** the Sleepy Hollow Renaissance Faire and Scream Park concessions contract to RMF, Inc. for the 2024 season.

LET THE RECORD SHOW it was moved by **Lewis** to approve Action Item 23-0915, *with the proposed amendments of reducing 2024 Spring & Fall Renaissance Faire PCC commissions to 12% in light of reduced parking and the elimination of Renaissance After Dark. Future commission rates will be renegotiated after completion of one year term.*

SECONDED BY Mollenhauer

Vote Yea: **Lewis, Mollenhauer, Altringer**
Members Absent: **Cataldo, Crane**

#23-0916 **Authorizing** additional funds for the Switchgrass and Lane wetland restoration project at

Chichaqua Bottoms Greenbelt, not to exceed \$75,000.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 23-0916

SECONDED BY Mollenhauer

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

Members Absent: **Cataldo, Crane**

#23-0917 **Approving** purchase of native grass and wildflower seed in an amount not to exceed \$185,837 for 13 restoration/mitigation banking seeding projects on approximately 250 acres that will be completed between November 2023 and May 2024.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 23-0917

SECONDED BY Lewis

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

Members Absent: **Cataldo, Crane**

BOARD DISCUSSION

Director Remarks –

Adam Fendrick has been working with the IADOT to secure a State Recreational Trails Program grant – PCC was awarded \$400,000 to be put towards the Mountain Bike Park as a result of his efforts! Great job Adam!

The ELNS business plan is being worked on with Devon Boes & the Great Outdoors Foundation. Pros Consulting has been hired and it is anticipated that the completed plan will be done by Spring 2024.

Grow Wild is scheduled for this Saturday, 9-16-23 from 10:00 am – 4:00 pm. There will be a greater focus on outdoor recreation/environmental education vs. providing an evening entertainment venue for the public. Live music on the back patio, environmental education activities, an outdoor classroom, and several partners & vendors can be found at this family-friendly event at Jester Park Nature Center.

10-11-23 October PCC Board Meeting – there is a lot on the agenda! There will be a Two Rivers Park presentation from Mid-American Energy. Director Leopold and staff will be giving a summary on the Trails End Mitigation Bank and there will be a Mountain Bike Park review. The design specs/map of the Mountain Bike Park will be presented and discussed. The next Polk County budget cycle is here and Deb Anderson (Polk County Budget Manager) will be invited to speak to the PCC Board about how the budget cycle works.

11-8-23 November PCC Board Meeting – the Sustainability Committee has been working hard and hired Blue Dot to create a Sustainability Plan for PCC. They will be looking at all baselines and future sustainability plans. Blue Dot will be doing a presentation of their findings and recommendations at the November PCC Board Meeting.

Every 3 months Director Leopold and Deputy Director Rankin meet with Polk County leadership to review Bond spending patterns and progress. PCC is looking at doing an additional Bond ask this spring – Kami/Rich are working on spreadsheets to ask for \$5,000,000 - \$7,000,000 from Bond funds to secure capital for current projects that will extend into 2026.

ICON – Fleur Drive site – ICON will want another \$8,500,000 towards the end of the project (2026) so PCC doesn't need to ask for the \$8.5 million in Spring 2024 for additional Bond funds.

Minor Bond Projects – PCC staff submitted over \$700,000 in project requests but PCC only has \$250,000 to distribute. Director Leopold and Deputy Director Rankin will be reviewing and deciding on the final projects in the next few weeks.

Projects in Progress:

In Construction Phase right now:

- Sleepy Hollow
- Athene North Shore at Easter Lake
- Lauridsen Skatepark Parking Lot

2023 Late Fall Bid/Construction in 2024/Open in 2025:

- Single lane bike trails at the Mountain Bike Park
- New Construction/Maintenance/Operations (CMO) shop at Jester Park

Design/Engineering in 2024/Late 2024 Bid Letting/Construction in 2025/Open in 2026:

- ICON Fleur Drive site
- Polk City to High Trestle Trail connection

Director Leopold is planning to design a Gantt chart with project timelines for PCC Board Members to review and will present at the next PCC Board Meeting.

Please note: Infrastructure expenditures are funded first with Bond dollars, then Land Acquisition and Water Quality expenses are funded with Bond dollars later. PCC is currently navigating through building/infrastructure expenditures due to all the projects going on. Then land acquisition expenses and water quality expenses will be addressed. PCC will continue to track the projected pie chart expenditures outlined in the Bond promotion materials, to ensure alignment with public expectations of Bond spending.

Board & Chair Remarks –

Possibly have Oct board meeting at JPNC? With Mid-American Energy presenting it might be better to have it at the Polk County Administration building downtown. A notification for meeting location will be sent out once decided.

CLOSED SESSION
PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in closed session Wednesday, September 13, 2023 at _____ p.m.

MOTION: ***NO CLOSED SESSION***

#23-0918 **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.
SECONDED BY _____

VOTE YEA:

Members Absent:

MEMBERS PRESENT:

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

VOTE YEA:

The Board returned to open session.

There was no action taken during closed session.

MOTION: Moved by Mollenhauer to adjourn.

VOTE YEA: **Mollenhauer, Altringer**

Members Absent: **Cataldo, Crane, Lewis**

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

Meeting adjourned at **6:54 PM**.



Date

October 11, 2023

Item No.

CONSENT

Roll Call No.

23-1007

Submitted by:

**Cassandra Cook
Conservation Ecologist**

AGENDA HEADING:

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.

INFORMATION:

Polk County Conservation is in the third phase of restoration along the Fourmile Creek Greenway. Staff has identified an 18-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.

Nine bids were received and opened on September 29, 2023. The lowest responsible bidder was Central Tree Pros. with a base bid of \$76,000. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Bid
Central Tree Pros	\$76,000
RW Excavating	\$85,800
J. Pettiecord	\$87,200
Arbor Masters	\$103,250
Molitor Construction	\$131,212
Elder Corporation	\$197,000
JT Services	\$204,90
Green Tree Care	\$270,000
Holder Excavating	\$379,000

FISCAL IMPACT:

<u>Amount:</u>	\$76,000.00	Contract Amount
	\$ 7,600.00	10% Contingency
	\$83,600.00	Not to Exceed

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):

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.

Date: May 8, 2019

Roll Call: 19-0515 **(4-Yea; 1-Absent)**

Action: Authorizing Board Chair to sign Fourmile Creek Greenway Management and Maintenance Agreement and statement that Polk County Conservation shall be bound by 44 CFR part 80.19 for deeded land from the City of Des Moines along Fourmile Creek.

RECOMMENDATION: 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 and authorizing the Director or their designee to sign the contract.

Project Map



**Date**

October 11, 2023

Item No.**ACTION****Roll Call No.****23-1008****Submitted by:****Ron VanDenBroeke
Construction Manager****AGENDA HEADING:**

Approving the formal quote for the septic tank replacement at the Jester Park Golf Course to Septics and More Inc., for \$51,850 plus a 10% contingency.

INFORMATION:

The Jester Park Golf Course is a facility owned by Polk County Conservation and is managed by C Corporation. The 18-hole championship golf course sees about 60,000 golfers each year and is a great attraction to Jester Park. Contractually, Polk County Conservation is responsible for the repair of the major systems at the golf course including the septic system.

There are three septic systems on the golf course. The septic system that processes the effluent from the main building is experiencing tank failure. Over the years, the plastic tanks have begun to collapse. The tanks are a critical part of the septic system that allows for the settling and microbial digestion of the waste. It is recommended to update the plastic tanks to new concrete tanks to help avoid a system failure.

Most septic contractors avoid doing maintenance on septic systems and prefer to deal with new installations. Staff acquired three quotes for the removal and replacement of the tanks. Below is a breakdown of these quotes.

Company	Quote
Septics and More Inc.	\$51,850
Molitor Construction	\$56,590
Ian Overland	\$60,150

FISCAL IMPACT:

Amount: \$ 51,850 Quoted price
 \$ 5,185 10% Contingency

Funding Source: FY '23-24 Decision Package Funding

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving the formal quote for the septic tank replacement at the Jester Park Golf Course to Septics and More Inc., for \$51,850 plus a 10% contingency and designating the Director or his designee to sign said agreement.

Septics and More Inc

PO BOX 1170
101 E SOUTH ST
MONROE, IA 50170

QUOTATION

Quote Number: Jester park golf sep
Quote Date: Aug 2, 2023
Page: 1

Voice:
Fax:

Quoted To:

Polk Co Conservation Board
11407 NW Jester Park Dr.
Granger, IA 50109

Customer ID	Good Thru	Payment Terms	Sales Rep
polk county conserva	9/1/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
		Pump coco out of old plastic tanks		2,000.00
		Remove old plastic tanks, haul away to land fill		1,500.00
		Pump existing septic tanks empty. (this allows me time to replace cocos without water being a problem)		1,100.00
3.00		Install 3 new concrete 4 bedroom tanks	15,500.00	46,500.00
1.00		Rock for bedding	750.00	750.00
Subtotal				51,850.00
Sales Tax				
TOTAL				51,850.00

	Date	October 11, 2023
	Item No. Roll Call No. Submitted by:	ACTION 23-1009 Amanda Brown Ecologist

AGENDA HEADING:

Approving contract with Felsburg, Holt & Ullevig for engineering/design services for the Buttonbush wetland improvements at Chichaqua Bottoms Greenbelt in the amount of \$125,628.

INFORMATION:

Buttonbush wetland is an existing wetland within Chichaqua Bottoms Greenbelt. It is a "permittee-responsible" mitigation project, constructed in 2006 with financial assistance from the City of Urbandale and the Iowa Department of Transportation. As constructed, water flowing through straightened drainage channels on the north and east sides of the wetland directed water into the wetland. The diked wetland provides water quality, wildlife habitat, and other environmental benefits.

This project will restore function for these straightened streams by recreating sinuosity and removing levees, which will allow the streams access to their floodplains. The result will be more normal appearing and functioning streams, with attendant environmental impacts including – flood attenuation, improved water quality and improvement in fishery & wildlife habitat. To safeguard the mitigated functions of Buttonbush wetland, this project design will ensure that these restored streams will continue to provide hydrology for this feature.

An additional element of this project is the restoration of a wetland or group of wetlands in an area south of Buttonbush wetland. Conveyances from the outflow of Buttonbush wetland will be created to direct excess water from this wetland - as well as flow from adjacent drainage ways – into a newly-created wetland basin(s) to further improve water quality and habitat within Chichaqua Bottoms Greenbelt.

FISCAL IMPACT:

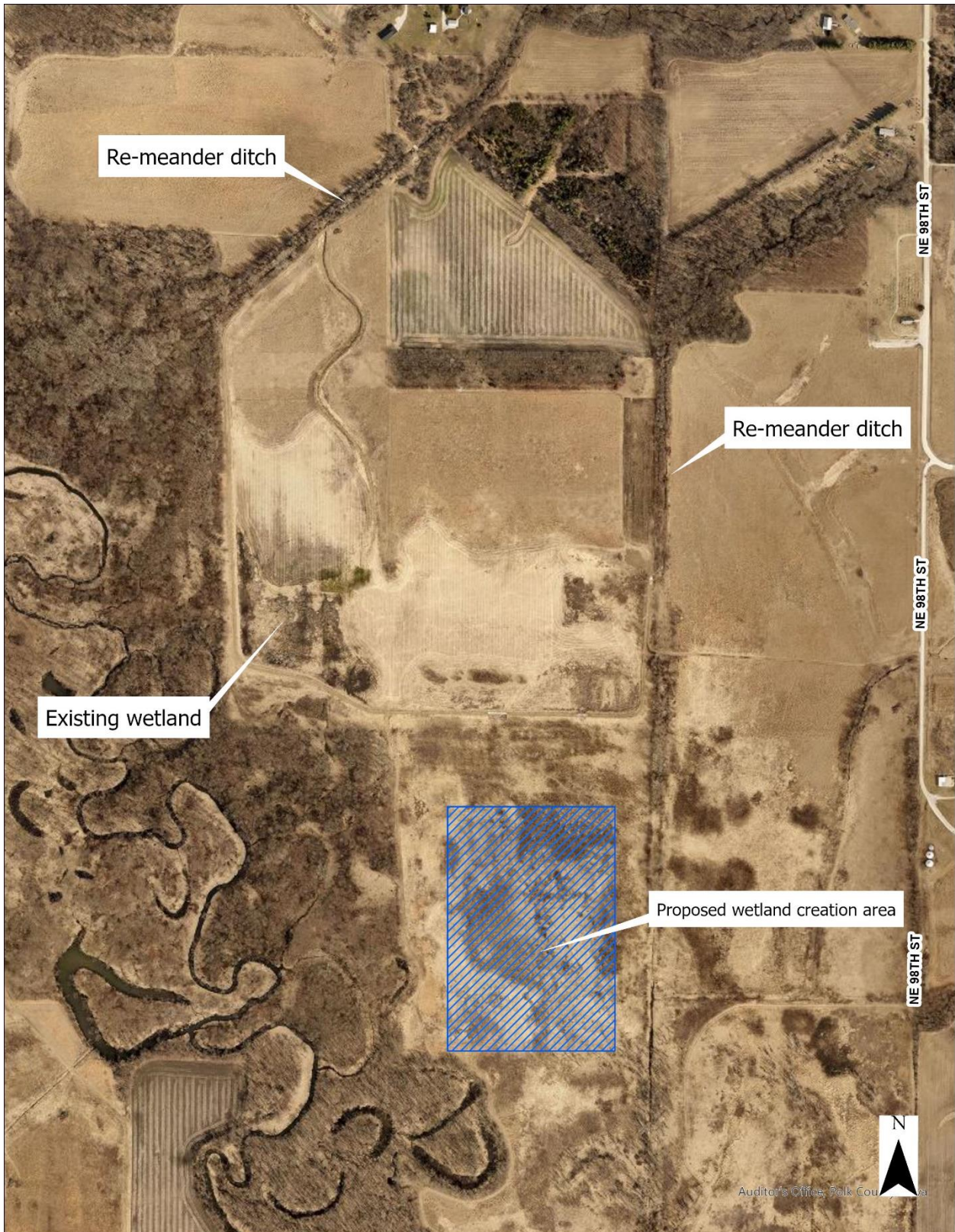
Amount: \$125,628

Funding Source: Polk County Water & Land Legacy Bond- Water Quality

PREVIOUS BOARD ACTION(S): NA

RECOMMENDATION:

Approving contract with Felsburg, Holt & Ullevig for engineering/design services for the Buttonbush wetland improvements at Chichaqua Bottoms Greenbelt in the amount of \$125,628 and authorize the Director or their designee to sign the contract.



September 22, 2023

Ms. Amanda Brown
Polk County Conservation
11204 NE 118th Ave
Maxwell, IA 50161

RE: Proposal for Buttonbush Marsh Improvements
Preliminary and Final Design

Dear Amanda:

Felsburg Holt & Ullevig (ENGINEER) is pleased to submit this proposal to Polk County Conservation (COUNTY) to provide design and environmental services for the Buttonbush Marsh Improvements project. Our understanding of the project is based on the initial scope of services, a site visit with Doug Sheeley conducted on August 17, 2023, and a scoping meeting conducted on September 13, 2023. The proposed project includes three separate sites with the general goal of naturalizing the Buttonbush Marsh area of Chichaqua Bottoms Greenbelt through stream rewilding and wetland enhancement activities. This scope of services covers the project in two phases. Phase 1 involves data collection and a feasibility study. Phase 2 includes preliminary and final design services, as defined herein.

Scope of Services

PHASE 1 – Data Collection and Feasibility Study

The ENGINEER shall perform data collection and preliminary analysis for all three project sites for the purpose of generating design concepts and estimated construction costs. The ENGINEER will present the COUNTY with the concepts and identify a concept(s) to carry forward to PHASE II.

Task 1) Phase 1 Project Management

Objectives: Provide for the overall project management and administration, project coordination, and administrative support.

Deliverables: Monthly invoices; monthly progress reports; monthly schedule updates; schedule meetings; prepare meeting minutes.

Task 1.1 Phase 1 Project Management and Administration

The ENGINEER shall monitor internal progress, schedule, and facilitate coordination of the project elements; prepare monthly invoicing with estimated percentage of work complete by contract task; prepare monthly progress reports; provide scope, schedule, and budget tracking; provide staffing management and contract administration; maintain communication with Polk County Conservation (COUNTY); maintain Quality Control; provide monthly project schedule updates and any explanations if not on schedule or budget.

Task 1.2 Phase 1 Concept Review Meeting and Site Walk-Through

The ENGINEER will conduct a concept review meeting (in-person) with the COUNTY. The purpose of the meeting will be to present preliminary findings and concepts to the COUNTY for discussion and input. The ENGINEER and COUNTY will perform a walk-through on site to discuss design concepts. The ENGINEER and COUNTY will identify next steps, review concepts, and discuss any changes to the project schedule and/or scope at this time. The ENGINEER will prepare minutes for the meeting and distribute.

Task 2) Initial Data Collection

Objectives: Coordinate and collect available record drawings, reports, and studies from the COUNTY; and collect field data on a site visit.

Deliverables: Stream assessment memo.

Task 2.1 Miscellaneous Data Collection and Desktop Review

The ENGINEER will obtain and review available GIS information, record drawings, and previous studies from the COUNTY to identify any critical issues that may need to be addressed prior to design. The ENGINEER will fly the project site with an uncrewed aerial system (UAS) to collect aerial imagery and photos to inform the data collection and analysis process.

Task 2.2 Stream Assessment

The ENGINEER will conduct a stream assessment along the stream reaches proposed for improvement. This will include a qualitative and quantitative assessment taking measurements, photographs, and documenting stream and riparian characteristics of each stream reach and comparisons to nearby reference reaches if available to help inform design on stream features.

Task 3) Conceptual Design and Cost Estimates

Objectives: To provide a conceptual design layout and cost estimates by site based on data collection and preliminary analysis.

Deliverables: Conceptual design layout and cost estimates.

Task 3.1 Initial Hydrologic and Hydraulic Analysis and Geomorphic Parameter Refinement

The ENGINEER will review existing information and develop preliminary hydrology for the drainage ditches. Basins will be evaluated and smaller, more frequent storm events will be calculated and checked against geomorphic parameters observed in the field. The range of flow rates from these various sources will be documented and used to refine geomorphic parameters for channel design. Values obtained will also be used in hydraulic modeling.

Preliminary hydraulic calculations will be performed using Manning's Equation for existing and proposed conditions. Calculated velocities and shear stresses will be used to help inform design of the proposed channel and instream features. The ENGINEER will also review floodplain characteristics for influences on the project site for consideration in design.

Task 3.2 Conceptual Design & Cost Estimates

The ENGINEER will use the data collected, hydrology and hydraulics analysis, and refined geomorphic parameters to prepare conceptual designs for the three project sites. Exhibits will be prepared illustrating the proposed concepts and cost estimates will be prepared for each site. The design concepts and costs will be discussed with the COUNTY (Task 1.2) to help drive decisions going into preliminary and final design.

PHASE 2 – Preliminary & Final Design, Permitting

Upon selection of preferred concept(s), the ENGINEER shall obtain additional data with survey and geotechnical work (by others) and begin design of the preferred concept(s). The ENGINEER shall provide updates on design progress periodically. The COUNTY shall provide any input or request changes during the preliminary (50%) design stage. Upon COUNTY agreement of preliminary designs, the ENGINEER shall begin final design (90% plans, 100% plans) and complete any permitting requirements in preparation for construction.

We have assumed that design plans will be prepared as one complete set for all three sites under in a single bid package.

Task 4) Phase 2 Project Management

Objectives: Provide for the overall project management and administration, project coordination, and administrative support.

Deliverables: Monthly invoices; monthly progress reports; monthly schedule updates; schedule meetings; prepare meeting minutes.

Task 4.1 Phase 2 Project Management and Administration

The ENGINEER shall monitor internal progress, schedule, and facilitate coordination of the project elements; prepare monthly invoicing with estimated percentage of work complete by contract task; prepare monthly progress reports; provide scope, schedule, and budget tracking; provide staffing management and contract administration; maintain communication with Polk County Conservation (COUNTY); maintain Quality Control; provide monthly project schedule updates and any explanations if not on schedule or budget.

Task 4.2 Final (90%) Design Review

The ENGINEER will conduct a final design review meeting (in-person) with the COUNTY. The purpose of the meeting will be to present the final design to the COUNTY for discussion and input. The ENGINEER will prepare minutes for the meeting and distribute.

Task 5) Survey

Task 5.1 Topographic and Boundary Survey (Subconsultant)

The ENGINEER will subcontract Lee Chamberlin to perform a topographic survey including horizontal and vertical control, for the project area as shown in **Attachment C** and noted herein. Topographic survey under this task shall include full topographic survey and contours along a corridor that is, generally, 100 to 250 feet wide along the leveed channels within the project's upstream and

downstream limits and a majority of the Site 3 area. The survey will include the channel cross sections at 50-foot intervals and will capture the thalweg, edge of water, top of bank, and any infrastructure. The survey will also include the pickup of tree canopy and standalone trees 6 inches in diameter and larger (excluding size and species descriptions).

The current section lines and current pertinent property lines will be obtained by research and field survey. The COUNTY will provide a title search within the project area for use in determining easement restrictions and helping determine boundaries that will be included in the drawings.

A base map showing 1-foot contours with special interest spot elevations shall be provided along with special notation. An electronic file shall be provided in MicroStation (.dgn) or AutoCAD (.dwg) format along with a .pdf file.

Task 6) 50% Design (Sites 1-3)

Objectives: To provide preliminary design documents based on conceptual design, additional data collected, and refined analysis.

Deliverables: Preliminary plan sheets and preliminary hydraulic study for the project.

Task 6.1 Design, H&H Analysis and Geomorphic Refinement (50%)

The ENGINEER will review and refine initial hydrology and hydraulics as needed once additional survey data is obtained and refine geomorphic parameters and design elements of the ditches, weirs, and site features (including instream and wetland features) to help meet project goals.

Task 6.2 Plans (50%)

The following plan sheets will be developed as part of the Preliminary (50%) Design submittal:

- Title Sheet
- Vicinity Map
- Removals Sheet(s)
- Grading Plan and Profile Sheet(s) (showing instream features and plan view site features)
- Channel Stabilization Sheet(s) (showing general limits of instream features including rock riprap (if needed), bioengineering site features, and seeding)
- Preliminary Details Sheet(s) (showing typical channel sections and some of the details of in stream stabilization features)

Task 6.3 OPC (50%)

The ENGINEER will prepare an opinion of probable costs (OPC) based on (50%) preliminary plans and level of design.

Task 7) 90% / 100% Design (Sites 1-3)

Objectives: To provide final design documents based on previous design progress and decisions, additional data collected, and refined analysis.

Deliverables: Final plan sheets, specifications and OPC, together with final hydraulic study for the project.

Task 7.1 Design, H&H Analysis and Geomorphic Refinement

The ENGINEER will continue to refine hydrology, hydraulics, and geomorphic parameters as needed but with a greater emphasis on refinement of design elements at this stage of design. This includes design elements of the ditches, weirs, and site features (including instream and wetland features) to help meet project goals.

Task 7.2 Plans

The following plan sheets will be prepared as part of the Final (90%/100%) Design submittal which will be used for bidding:

- Title Sheet
- Vicinity Map
- Removals Sheet(s)
- Grading Plan and Profile Sheet(s) (showing instream features and plan view site features)
- Channel Stabilization Sheet(s) (showing refined limits of instream features including rock riprap (if needed), bioengineering site features, plantings, and seeding)
- Details Sheet(s) (showing typical channel sections and some of the details of in stream stabilization features, bioengineering features, plantings, etc)
- Erosion and Sediment Control (SWPPP) sheets and details

Task 7.3 Project Specifications

The ENGINEER will prepare supplemental specifications that may be needed to go along with the plan set. We have assumed that the COUNTY will have front end contract documents available and that we will provide information to the COUNTY to help in the preparation of those documents.

Task 7.4 OPC

The ENGINEER will prepare an opinion of probable costs (OPC) based on the bid set of plans (100%).

Task 8) Permitting Services

Objectives: To provide permitting assistance as required by various Local, State, and Federal entities.

Deliverables: Meeting attendance, communication and/or coordination with the COUNTY.

Task 8.1 Agency Coordination.

The ENGINEER will coordinate with local, state, or federal agencies as required, which may include, but is not limited to, the U.S. Army Corps of Engineers (USACE), Iowa Department of Natural Resources, United States Fish and Wildlife Service, Iowa State Historic Preservation Office, and the COUNTY's Floodplain Administrator. The ENGINEER will attend one (1) meeting (Pre-application meeting) with the USACE to discuss any Section 404 permitting requirements.

Assumptions

The following assumptions have been made in the development of this scope.

1. The COUNTY will provide relevant and available GIS data and record drawings in the study area along with any other pertinent and available background information.
2. The COUNTY will provide a title search for properties in the study area.
3. The Floodplain Development Permit will not require hydraulic modeling and will be prepared by the COUNTY.
4. The ENGINEER assumes that a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) through FEMA will not be needed.
5. All permit fees will be paid by the COUNTY.
6. The ENGINEER assumes that the project can be permitted with a nationwide permit and that the project will not require wetland or channel mitigation. An individual permit application, mitigation plan, or other specialized environmental consultation is not included in this scope of work. The COUNTY will coordinate and obtain the USACE/IDNR Joint Section 404 permit for the proposed project. Should the ENGINEER need to attend more than one pre-application meeting with the USACE or author the Joint 404 IDNR/USACE Permit application, a supplement to this scope of work will be required.
7. Any post-construction monitoring requested by the COUNTY or mandated by the USACE to satisfy Section 404 permit requirements would require a supplement to this scope.
8. The COUNTY will be responsible for advertising and bid letting.
9. Per the Scoping Meeting held on 9/13/2023, the COUNTY requested to remove the wetland delineation task. Should a wetland delineation and report be required, a supplement will be required to this scope.
10. Per the Scoping Meeting held on 9/13/2023, the COUNTY requested to remove the Iowa River Restoration Toolbox field work (from Task 2.2 *Stream Assessment*) and Iowa Stream Mitigation Method 2.0 field work & reporting (previous Task 9.4). Should these tasks be required, a supplement will be required to this scope.

Project Schedule and Fees

Project Schedule

A general schedule has been provided for the project as follows:

Notice to Proceed	Mid October 2023
Initial Data Collection	October 2023
Conceptual Design Submittal	Early December 2023
Survey (and Geotech by Others)	November – December 2023
50% Design Submittal	Late February 2024
90% Design Submittal/Permits	Early April 2024
100% Design Submittal	Early May 2024
Bid Letting	Late May 2024

Project Fees

We propose to bill for our services based on hourly charge rates plus reimbursable expenses incurred not to exceed the total fee provided in the following table:

PHASE 1 – Data Collection and Feasibility Study	
Task 1 – Phase 1 Project Management	\$3,565
Task 2 – Initial Data Collection	\$9,780
Task 3 – Conceptual Design and Cost Estimates	\$14,940
<i>Phase I Subtotal</i>	\$28,285
PHASE II – Preliminary & Final Design, Permitting	
Task 4 – Phase 2 Project Management	\$5,140
Task 5 – Survey	\$23,750
Task 6 – 50% Design	\$33,640
Task 7 – Final Design (90%/100%)	\$29,310
Task 8 - Permitting	\$3,040
<i>Phase II Subtotal</i>	\$94,880
<i>Other Direct Costs</i>	\$2,463
GRAND TOTAL	\$125,628

Details of the fee estimate are provided in **Attachment A**. Direct expenses incurred on this project will be charged at cost. These may include items such as reproduction charges, postage, telephone, travel expenses, and etc. Vehicle usage will be charged at the current Federal rate at the time of usage.

Additional services outside the Scope of Work would be performed on a time and materials basis. Additional services would not be performed without written authorization from the client.

We have also attached FHU's Standard Provisions (**Attachment B**). If the terms of this contract and the attached Standard Provisions are acceptable, please sign this letter proposal in the space below and return a copy of the signed document for our files. A scanned pdf file is acceptable.

If you have any questions, please call me at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



David G. Lampe, PE

Principal and Sr Water Resources Engineer

Accepted By

Title

Date



Date

October 11, 2023

Item No.

ACTION

Roll Call No.

23-1010

Submitted by:

Kami Rankin

Deputy Director

AGENDA HEADING:

Approving an Easter Lake North Shore change order for the Rowing Building sprinkler system plumbing and electrical work in an amount not to exceed \$128,930.00.

INFORMATION:

Construction at the Easter Lake North Shore project site is going very smooth. Dry conditions have resulted in crews staying on schedule. We anticipate hosting a media/donor event on May 2 and a public grand opening on May 5.

Recently, we became aware of a necessary change order per City of Des Moines code. In 2021, the city of Des Moines amended the International Building Code, reducing the sprinkler maximum square footage for storage buildings to be exempt. Due to this amendment, the Row Building which is over the new 6,000 square foot limit requires fire protection. Upon being notified about this new code change, staff consulted with Shive-Hattery and Hansen Co. to determine what fire suppression strategy was the most cost effective and feasible. A sprinkler system was determined to be the least expensive option (as opposed to fire separation walls) and will provide flexibility in the future on how the building is used.

This sprinkler system was not accounted for during the design phase and initial code analysis. Therefore, it was not included within the budget. A project contingency of \$200,000 is currently in place. Of that amount, only \$60,000 has been used. Although the contingency threshold won't be surpassed even with this change order, we anticipate that it will as the project continues. Therefore, staff is requesting to tap into reserve monies that were earmarked within the bond dollars for this expense if the contingency is exhausted before the project is completed.

FISCAL IMPACT:

Amount: \$128,930,000 Bid Proposal Amount

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):

Date: December 14, 2022

Roll Call: 22-1215 **(4-Yea; 1-Nay)**

Action: Approving the amendment request from Shive-Hattery in the amount of \$183,120 for additional design, supplemental services, construction phase services, signage coordination, cost reduction modifications, and rebidding for the Athene North Shore Recreation Area project.

Date: December 8, 2021

Roll Call: 21-1212 **(4-Yea; 1-Absent)**

Action: Approving both agreements with Shive Hattery and Hansen Company and Polk County Conservation Board for Professional Design Services and Construction Management Services for the Easter Lake North Shore Development Project for a total of \$732,000.

Date: November 13, 2019

Roll Call: 19-1107 **(4-Yea; 1-Absent)**

Action: Approving design contract with Shive-Hattery in the amount not to exceed \$24,400 for the design graphics and cost opinion for the Easter Lake north shore improvements as part of the feasibility study for a fundraising campaign

RECOMMENDATION: Approving an Easter Lake North Shore change order for the Rowing Building sprinkler system plumbing and electrical work in an amount not to exceed \$128,930.00.

Bid Proposal

PROJECT (Name and address):

Athene North Shore Recreation Area
2830 Easter Lake Dr.
Des Moines, IA 50320

Date: 9/11/2023

FROM CONTRACTOR (Name and address):

Lansink Construction, Inc.
5967 Merle Hay Road
Johnston, IA 50131

TO OWNER (Name and address):

Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109

PR response for: PR-009 Row Building Sprinkler System - Plumbing & Electrical

Self Performed Work

Contractor	Scope	Total
<i>Total</i>		<u>\$0.00</u>
<i>Overhead and Profit - (10%)</i>		<u>\$0.00</u>
	Subtotal	\$0.00

Subcontractor Work

Contractor	Scope	Total
Central Iowa Mechanical	See Attached	\$4,963.00
Par Industries	See Attached	\$15,553.75
Summit Companies	See Attached	\$101,058.00

<i>Total</i>	<u>\$121,574.75</u>
<i>Overhead and Profit - (5%)</i>	<u>\$6,078.74</u>
Subtotal	\$127,653.49

Bond \$1,276.53

GRAND TOTAL **\$128,930.00**

Company: Lansink Construction, Inc.

Date: 9/11/2023

Signature: Jeffrey Buckley

Name: Jeff Buckley

Notes:



Matt Dooley
Central Iowa Mechanical
1720 Fuller Rd.
West Des Moines, IA 50265
Phone: (515) 243-8126
mdooley@cimech.com

08/30/2023

CP#2(PR-009)

To: Lansink Construction

Re: Row Building Water Service PR-009

Central Iowa Mechanical is pleased to offer our pricing for the following change in scope of work, we request an increase to our contract in the amount of: \$ 4,963.00

Change in Scope of Work:

1. Row Building water service changed from 2 1/2" to 6"

Labor:	\$ 1,567.00
Materials:	\$ 2,736.00
OH&P:	\$ 660.00
Total:	\$ 4,963.00

Change Proposal #(2) (CP#2)(PR-009)

Add: \$ 4,963.00

Please call if you have questions or wish for us to proceed.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Dooley'.

Matt Dooley
Central Iowa Mechanical
Project Manager/Estimator

Approved by:

(Name)

(Title)

(Date)



PAR
INDUSTRIES
electrical contractor

PR
Proposed Request

DATE

9/7/2023

JOB NAME/NO.

Easter Lake

CUSTOMER CONTACT

JOB LOCATION

PR #

9

TO:

Mickey Lansink / Jeff Buckley

TERMS:

DESCRIPTION OF WORK

Adding Fire Alarm system to Row Building

LABOR

HOURS

@

AMOUNT

81.00

\$65.00

\$5,265.00

TOTAL LABOR

\$5,265.00

QTY

MATERIALS

@

AMOUNT

1

Material

\$2,040.00

\$2,040.00

1

Fire Alarm quote

\$6,220.00

\$6,220.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL MATERIALS

\$8,260.00

WORK ORDERED BY:

TOTAL LABOR

\$5,265.00

I hereby acknowledge the satisfactory completion of the above described work.

**TOTAL
MATERIALS**

\$8,260.00

Sub Total

\$13,525.00

SIGNATURE

DATE

OH & Profit

\$2,028.75

Thank You!

TOTAL

\$15,553.75

PAR Industries, LLC, 28 Clark Street, Des Moines, IA 50314

Proposal and Contract

Summit Companies (“Summit”) makes the following proposal (the “Proposal”):

Date of Proposal : 9/1//23

Proposal Submitted To: Lansink Construction Inc.
Address: 5967 Merle Hay Road
Johnston, Iowa

Attention: Mickey Lansink / Jeff Buckley

Regarding: Fire Protection Proposal

Project Name: Athene North Shore Recreation
Easter Lake Row Building
2816 Shoreline Road
Des Moines, Iowa 50320

Specifications: The equipment to be provided by Summit as part of this Proposal, as well as design and installation services, are sometimes collectively referred to in this Proposal as the “Project”. NFPA 13, together with the Specifications described in those certain plans dated 2/1/23_and Pr 009.

SCOPE OF WORK

Summit Companies shall provide the necessary labor and materials to install one complete dry pipe fire sprinkler system. New systems will start from a flanged opening located with-in the building. Minimum 6” required unless calculated less underground. Sprinkler heads in all finished areas will be dry chrome semi recessed centered in the ceiling tile panels and brass uprights on exposed pipe in all unfinished areas. The boathouse area will be designed to .2/1950 sqft. for group a plastics to 12’ in height or ordinary hazard with in-rack sprinklers. Attic sprinkler will be used. New sprinkler pipes will be grooved black schedule 40 or threaded Work is to be performed during normal working hours and days. All work to be in accordance with NFPA 13 and the State of Iowa.

SPRINKLERS

This proposal includes installing the following sprinklers.

Dry barrel Chrome semi recessed in all finished areas

Brass uprights in all unfinished areas

Attic sprinklers will be installed with outside lines.

MATERIAL

All pipe, fittings, hangers and apparatus will be furnished and installed in accordance with the National Fire Protection Association.

FIRE DEPARTMENT CONNECTION

This proposal includes one 4"x2 1/2"x2 1/2" Standard fire department connection located within ten feet of the valve assembly.

SALES TAX

This proposal includes sales tax.

BUILDING PERMIT

This proposal includes the necessary building permits for the installation of automatic sprinklers.

SHOP DRAWINGS

Summit Fire Protection will develop detailed shop drawings, and submit them to the State of Iowa for approval, prior to installation.

HYDROSTATIC TEST

To ensure the absences of leaks, all new system piping will be pressurized to 200 PSI for a period of two hours and witnessed by the State of Iowa.

EXCLUSIONS

- Underground water supply and testing of water supply.
- Painting and patching.
- Overtime or after hours labor
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms.
- Central monitoring of sprinkler system(s).
- Power

Contract Price: Summit shall perform the above described work at the following price: \$ 104,346.00 (the "Contract Price")

- Alternate deduct \$3288.00 if tax exempt.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner after 30 days. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT COMPANIES:

By:  _____

Chet Moyle

Service Manager
Summit Companies
Phone: (515) 269-8246

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

Signature

Print Name

Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE.** YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:
 - (a) any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.
 - (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree

that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.

12. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



Date

October 11, 2023

Item No.

ACTION

Roll Call No.

23-1011

Submitted by:

Doug Sheeley

Natural Resources Manager

AGENDA HEADING:

Review and approve proposal guidelines for partnership with Sandy Creek Partners for the Trails End Mitigation Bank Phase 2 and Ziel Mitigation Bank and authorize staff to negotiate transfer of stream credits generated from the Ziel and Trails End Phase 2 mitigation banks with Sandy Creek Partners, using the attached proposal as an initial point of negotiation, with the understanding that any final negotiated agreement will require approval at a future Board meeting.

INFORMATION:

Sandy Creek Partners is a company that specializes in developing mitigation banks across the United States. They recently reached out to Polk County Conservation's (PCC) banking consultant, Mike Heller of Foth, to assist them in locating suitable sites for stream mitigation banks in two Corps of Engineers service areas in Iowa, including the Lower Des Moines service area, in which the Trails End Mitigation banks are located.

Staff met with Mr. Heller recently to discuss the possibility of locating banks on existing PCC land holdings. The recently-acquired Ziel property, just south of Alleman, emerged as a likely candidate and interest was confirmed by Heller in his subsequent discussions with Sandy Creek staff. A follow-up meeting with additional PCC & Foth staff provided added context and involved a discussion of entering into an agreement with Sandy Creek involving the Trails End Mitigation Bank – Phase 2 project, which is currently advancing toward approval of the banking instrument.

It was decided that PCC would prepare proposals for both sites to present to the Board for their consideration. These proposals are included as an attachment to this narrative. They provide a basic framework for what elements a final proposal & contract might entail, but at this point are presented to provide information to the Board that has the possibility to inform further negotiation with Sandy Creek, or their representative.

FISCAL IMPACT:

Ziel
Est. Revenue: \$1.77M

Trails End Mitigation Bank Phase 2
\$4.95M

PREVIOUS BOARD ACTION(S):

Date: January 11, 2023

Roll Call: 23-0115 (Yea-5)

Action: Approving Professional Service Agreement with Foth for Design/Engineering Services for the Trails End Mitigation Bank Phase II in the contract amount of \$74,900.

RECOMMENDATION:

Review and approve proposal guidelines for partnership with Sandy Creek Partners for the Trails End Mitigation Bank Phase 2 and Ziel Mitigation Bank and authorize staff to negotiate transfer of stream credits generated from the Ziel and Trails End Phase 2 mitigation banks with Sandy Creek Partners, using the attached proposal as an initial point of negotiation, with the understanding that any final negotiated agreement will require approval at a future Board meeting.

Ziel Banking Proposal

- **Estimated restoration cost (Watershed Protection and Flood Prevention-WFPO)**
\$1.4M

- **Estimated credits generated (consultant est. – all stream)**
 $67,000 \times \$50 = \$3,350,000$

- **Acquisition cost**
\$368,282

Proposal:

- **Sandy Creek covers restoration cost and reimburses acquisition cost.**
\$1.77M (Also pays design, BI preparation, permitting, archaeological, construction oversight and all other costs associated with bank creation)
- **Sandy Creek receives all stream mitigation credits**
 - \$3.35M
 - \$1.58M profit (less design, BI preparation, permitting, archaeological, construction oversight and all other costs associated with bank creation)

Additional stipulations

- All restoration designs must be approved by PCC before submitting to Corps of Engineers
- If restoration costs are less than estimated – difference will be split with half being paid to PCC by Sandy Creek
- If restoration costs are more than estimated – difference will be paid by Sandy Creek
- Sandy Creek accepts all risk associated with credit markets including loss of demand due to mitigation rule changes or other factors and reduction in per credit value due to competition or other factors.

Trails End Phase 2 Banking Proposal

- **Restoration cost (consultant est.)**

\$2 million (likely to increase per Heller 10/3) + cost to remove soil 90K cy & soil from Phase 2 area

- **Credits generated (consultant est.)**

180,000 X \$50 = \$9M

- **Acquisition cost**

\$447,941

- **Additional factors**

Does not include design & BI creation expenses already incurred by PCC

Proposal

- **Sandy Creek covers restoration costs and reimburses acquisition, design and all other costs incurred by PCC associated with BI creation**

- \$2.448M + other incurred costs by PCC (ca. \$500K?)
- \$2M payment to PCC

- **Sandy Creek receives – all mitigation credits**

- \$9M
- Est. \$4M profit

Additional stipulations

- All restoration designs must be approved by PCC before submitting to Corps of Engineers
- If restoration costs are less than estimated – difference will be split with half being paid to PCC by Sandy Creek
- If restoration costs are more than estimated – difference will be paid by Sandy Creek
- Sandy Creek accepts all risk associated with credit markets including loss of demand due to mitigation rule changes or other factors and reduction in per credit value due to competition or other factors

	Date	October 11, 2023
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 23-1012

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.