



BOARD MEETING

September 11, 2024

Four Mile Mountain Bike Park

1600 E 42nd Ct, Des Moines, IA 50317

5:30 PM

PCC BOARD MEETING AGENDA

- 1) Roll Call**
- 2) Public Comments**
- 3) Financial Reports** (pg 3)
- 4) Policy & Procedure Discussion Topic**
- 5) Action on the Minutes of the Previous Meeting(s)** (pg 4)

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** the replacement of the heating and cooling units at the Jester Park Lodge for a total cost not to exceed \$48,145.00 to Dayton Heating and Air Conditioning. (pg 9)
- 8) Approving** the purchase of a Utility Terrain Vehicle (UTV) to patrol Sleepy Hollow, Fourmile Creek Greenway, and the Fourmile Mountain Bike Park in an amount of \$30,731.11. (pg 15)

ACTION ITEMS

- 9) 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. (pg 16)
- 10) Approving** the Purchase Agreement with David Bush to purchase 1.58 acres of property near Polk City, Iowa, for an amount of \$52,930.00 plus closing costs. (pg 24)
- 11) Approving** an amendment to the Fourmile Creek Greenway Management and Maintenance Chapter 28E Agreement with the City of Des Moines. (pg 26)

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.
(pg 43)

ADJOURNMENT

Upcoming Events

- September 11 – Conservation Board Meeting, 5:30 pm at Fourmile Mountain Bike Park
- September 17-22 – White Eagle PowWow at Jester Park
- September 21 – SkateDSM's Streetstyle Open at Lauridsen Skatepark
- September 21 – Forage Feast at Jester Park Nature Center
- September 22 – Capital Pursuit Race at Easter Lake
- September 22 – Iowa Trail Run Series at Jester Park
- September 28 – Des Moines Rowing's Regatta at Easter Lake
- October 1-2 – New Employee School and E-Commerce Summit for Iowa County Conservation System in Webster City
- October 9 – Conservation Board Meeting, 5:30 pm at Jester Park Nature Center

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 8/31/24 (16.67% of budget year expired)

	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 20,000	\$ -	\$ 20,000	0.0%
0213	Equipment	\$ 5,000	\$ -	\$ (35,646)	111.1%
6006	Environmental Ed	\$ 144,500	\$ 15,055	\$ 686,839	18.2%
6009	Natural Resources	\$ 114,000	\$ 1,782	\$ 1,259,573	19.1%
6101	Administration	\$ 25,500	\$ 13,043	\$ 1,061,244	18.7%
6103	Community Outreach	\$ -	\$ -	\$ 209,910	0.0%
6104	Conservation Grants	\$ -	\$ -	\$ (8,887)	#DIV/0!
6110	Parks Advocacy Unit	\$ 740,000	\$ 134,234	\$ 1,433,684	23.1%
6118	Fleet Services	\$ 19,100	\$ 4,058	\$ 617,553	22.5%
6119	Construction/Maint.	\$ 14,850	\$ 500	\$ 785,956	0.0%
6124	Equestrian Center	\$ 220,000	\$ 22,706	\$ 726,973	22.0%
Sub-Total - General Fund 1		\$ 1,302,950	\$ 191,378	\$ 6,757,200	14.7%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 97,000	\$ 8,400	\$ 88,600	8.7%
6127	Miscellaneous	\$ 7,500	\$ 1,717	\$ 5,783	22.9%
6128	Cabins	\$ 140,000	\$ 27,495	\$ 112,505	19.6%
6129	Laurisden Skatepark	\$ 35,000	\$ 260	\$ 34,740	0.7%
6130	Two Rivers Park	\$ 150,000		\$ 150,000	0.0%
6131	Athene North Shore	\$ -	\$ 35,730	\$ (35,730)	#DIV/0!
Sub-Total - General Fund 6		\$ 429,500	\$ 73,602	\$ 355,898	17.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 1,176	\$ 109,824	1.1%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 500,000	\$ 19,350	\$ 480,650	3.9%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 2,000,000	\$ 17,136	\$ 1,982,864	0.9%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,000	\$ 149,011	\$ 200,989	42.6%
6126	Sleepy Hollow	\$ 1,334,100	\$ 2,725	\$ 1,331,375	0.2%
Sub-Total - Enterprises Fund 286		\$ 1,684,100	\$ 151,736	\$ 1,532,364	9.0%
Grand Total - Conservation		\$ 6,027,550	\$ 454,378	\$ 11,218,800	7.5%

2024 - 2025 Expense Budget
- as of 8/31/24 (16.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure			\$ -	0.0%
0213	Equipment	\$ 320,000	\$ 355,646	\$ (35,646)	111.1%
6006	Environmental Ed	\$ 839,684	\$ 152,845	\$ 686,839	18.2%
6009	Natural Resources	\$ 1,556,462	\$ 296,889	\$ 1,259,573	19.1%
6101	Administration	\$ 1,304,905	\$ 243,661	\$ 1,061,244	18.7%
6103	Community Outreach	\$ 259,658	\$ 49,748	\$ 209,910	19.2%
6104	Conservation Grants-FEMA	\$ -	\$ 8,887	\$ (8,887)	0.0%
6110	Parks Advocacy Unit	\$ 1,864,348	\$ 430,664	\$ 1,433,684	23.1%
6118	Fleet Services	\$ 796,983	\$ 179,430	\$ 617,553	22.5%
6119	Construction/Maint.	\$ 930,817	\$ 144,861	\$ 785,956	15.6%
6124	Equestrian Center	\$ 931,842	\$ 204,869	\$ 726,973	22.0%
Sub-Total - General Fund 1		\$ 8,804,699	\$ 2,067,499	\$ 6,737,200	23.5%
6125	JP Lodge	\$ 16,500	\$ 3,817	\$ 12,683	23.1%
6127	Miscellaneous	\$ 28,452	\$ 4,409	\$ 24,043	15.5%
6128	JP Cabins	\$ 87,558	\$ 18,947	\$ 68,611	21.6%
6129	Laurisden Skatepark	\$ 278,451	\$ 66,897	\$ 211,554	24.0%
6130	Two Rivers Park	\$ 300,000	\$ 142,696	\$ 157,304	47.6%
6131	Athene North Shore	\$ -	\$ 50,865	\$ (50,865)	0.0%
Sub-Total - General Fund 6		\$ 710,961	\$ 287,631	\$ 423,330	40.5%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 2,136,842	\$ 390,320	\$ 1,746,522	18.3%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -		\$ -	#DIV/0!
REAP - Fund 26					
0211	Resource Enhancement	\$ 132,000	\$ 51,887	\$ 80,113	39.3%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 250,000		\$ 250,000	0.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 8,000,000	\$ 4,267,001	\$ 3,732,999	53.3%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 362,000	\$ 1,637	\$ 360,363	0.5%
6126	Sleepy Hollow	\$ 2,953,149	\$ 324,976	\$ 2,628,173	11.0%
Sub-Total - Enterprises Fund 286		\$ 3,315,149	\$ 326,613	\$ 2,988,536	9.9%
Grand Total - Conservation		\$ 23,349,651	\$ 7,390,951	\$ 15,958,700	31.7%



AGENDA OUTLINE/MINUTES TEMPLATE

August 14, 2024
Lauridsen Skatepark
901 2nd Ave, Des Moines, IA 50309
5:30 PM

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD (ESTABLISHED 1956)

The Polk County Conservation Board met in person for regular session Wednesday, August 14, 2024. The meeting was called to order at 5:37 p.m.

- #24-0801 **Roll Call**
Members Present: **Altringer, Mollenhauer, Crane, Lewis, Feltner**
Members Absent:
- #24-0802 **Public Comments** None
- #24-0803 **New Employee Introduction**
 a. Molly Huhn - Americorps Program Coordinator
 b. William Paulsen - Construction Technician
- #24-0804 **Financial Reports**
- #24-0805 **Policy & Procedure Discussion Topic** – Commemorative Gift Program
- #24-0806 **Action on the Minutes of the Previous Meeting(s)**

MOVED BY Crane to approve the July 10, 2024 meeting minutes.

SECONDED BY Feltner

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

Members Absent:

CONSENT AGENDA

- #24-0807 **Approving** bill list.
- #24-0808 **Approving** recommendation to the Polk County Board of Supervisors to approve a permanent electrical utility easement to MidAmerican Energy located near the Lauridsen Skatepark parking lot.
- #24-0809 **Approving** staff to submit an Iowa Department of Natural Resources Resource Enhancement and Protection (REAP) grant in the amount of \$500,000 for the Brenton Slough Phase 3 acquisition and sign the resolution requirement in support of this project.
- #24-0810 **Awarding** lowest contractor bid for wetland excavation at the Dan Miller parcel

at Chichaqua Bottoms Greenbelt to Molitor Construction in a maximum contracted amount of \$26,307.00 with a 5% contingency.

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

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

Members Absent:

ACTION ITEMS

None

BOARD DISCUSSION

Director Remarks –

Brenton Slough Fundraising through INHF going very well! Ducks Unlimited has been partnering with PCC & INHF and landed a \$470,000 grant from Prairie Meadows. The money will be divided between four projects proposed in the grant application. The PCC projects that will benefit from portions of the grant are as follows:

1. **PCC - Brenton Slough: \$300,000**
2. **PCC - CBG Pumped Wetland: \$10,000**
3. Fisher Lake (private lake in Johnston)
4. Helland Wetland Project (water quality initiative wetland)

Other fundraising initiatives include GOF partnering with key large corporations to secure between \$500,000 - \$700,000 for Brenton Slough. Brenton Slough improvements will be done in three Phases. Phase 1 is slated to be completed in 2024, Phase 2 in 2025, and Phase 3 in 2026. Phase 1 includes \$2,000,000 in ARPA funding, and \$1,000,000 from PCWLL Bond funds. However, with such successful fundraising, some of the Phase 1 PCWLL Bond funds can be pushed to Phase 2. Use patterns at Brenton Slough are still to be determined and primary focus has been on completing the purchase of Brenton Slough land.

Upcoming conferences:

- Below are three upcoming events that Polk County Conservation helps to sponsor. It is always great to have Board members attend, therefore Board Members have a first chance at these complimentary registrations. Please consider each, and if interested, **please let Rich know by Friday, August 23**. After that date, PCC will start opening up to staff that may want to attend on our behalf.

Iowa Environmental Council Annual Conference

- September 24, 8am – 4:30pm, Drake University
- PCC is a member of the Iowa Environmental Council and as a \$500 sponsor of this conference PCC is entitled to 2 complimentary registrations. More information at: <https://www.iaenvironment.org/get-involved/council-events/2024conference>
 - The full agenda is not posted, but there are four “tracks” of sessions to choose from and the keynote speaker is from Kettering University and has

been involved in the research and response to the water crisis in Flint Michigan.

Wild Prairie Showdown

- October 10, 6-10 pm, Capital Square Atrium
 - This is a joint event of the Great Outdoors Foundation and ICON Water Trails. We are deeply involved with both organizations. For our \$5,000 contribution, we have 8 complimentary registrations. Early bird registration ends Aug. 30.

<https://greatoutdoorsfoundation.org/a-record-breaking-wild-prairie-showdown/> (this link is about last year's event; this year's has yet to be posted)

Iowa Nature Summit

- October 9-10, Drake University
- This conference is in its second year. Polk County Conservation sponsors this event at \$2,500, and we have 5 complimentary registrations.
<https://www.iowanature.org/>
 - This is organized by Neil Hamilton and a crew of volunteers. [Agenda linked here.](#)

Sponsorship Opportunities:

- PCC will contribute \$5,000 to help sponsor the "Statewide and Local Economic and Health Impacts of Cycling and Trails" study. Luke Hoffmann, Executive Director for the Iowa Bicycle Coalition, is leading this study and PCC hopes to gain valuable insights from the results.

Sleepy Hollow – Feasibility Study results have come back. Initially the fundraising goal was fluctuating between \$10-15 million. Feedback from the study recommends that government funding be solicited to pay for infrastructure expenses such as utilities and parking, and a capital campaign fundraising goal be set at \$10,000,000. The next follow up meeting is scheduled for September 13, 2024. PCC is hopeful that Bob Riley and J. Elder II will continue to support the capital campaign, as Feasibility Study participants expressed high levels of confidence in their leadership. Regarding current operations, PCC is hopeful that repairs will be completed and Sleepy Hollow will be open for business by September 21, 2024. State Fair camping has gone smoothly and feedback has been positive. Staff have done a great job representing PCC and ensuring campers have a great experience!

Alleman Park – streambank mitigation will be done in this park in 2026 as part of the Sandy Creek LLC mitigation bank operation. A picnic shelter and new parking area are also being planned. There are some features currently under improvement and consideration. A mowed trail system is currently being maintained in the park, an old railroad bridge exists that could be rehabilitated (with significant expense), and local residents have been providing feedback on improvements they would like to see included in the park. PCC has been in conversations with Alleman Mayor, Bob Kramme, and North Polk Schools regarding a funding partnership for future improvements to the park. PCC has provided options within an improvements proposal that includes itemized expenses, so Alleman's leadership and residents can decide how they want to move forward.

Two Rivers Park – grading, excavating, and the construction of the overlook are currently in progress. Discussions with project managers have occurred to review security and lighting plans, as well as planting layouts and PCC taking over operations in the spring of 2025. Rich will be sending progress pictures as things develop.

ICON Fleur Drive site – designs have passed the 30% completion mark, and are slated to pass the 60% mark soon. This project is estimated to cost \$28,000,000. Construction is planned for 2025, with PCC taking over operations and management in 2026.

PCC will have a very heavy downtown footprint by the end of 2026. Staffing levels have been planned for anticipated use patterns of the new facilities and grounds being added into PCC's network. There is currently \$500,000 in annual operations and staff funding promised from Polk County (and partners) to PCC for the Lauridsen Skatepark facility and Two Rivers Park.

ICON Raccoon River Boat Ramp – located right off first street and 63rd, north of Brown's Woods. PCC is working with West Des Moines to facilitate this project. Earthwork is in progress and concrete is being poured. Multiple change orders have been submitted by the contractors due to soil conditions so project contingency funds have been exhausted. Future change orders are not expected at this time, but if they occur, PCC will be sharing 50% of the cost with West Des Moines.

Four Mile Mountain Bike Park – trail construction has started and next month's PCC Board Meeting will be at this park. The parking lot improvements have been planned for 2025.

Board Remarks –

Altringer: asked Rich to provide insight as to how PCC plans on addressing the homeless population as new downtown areas managed by PCC come online.

Leopold: there has been a lot of press coverage recently due to the City of Des Moines changing their homeless camp policies. Traditionally, PCC has had a more robust policy concerning homeless camp engagement than the City of Des Moines. The new policies that the City of Des Moines have adopted are now aligning closer to PCC's policies. PCC's mission is to Provide Outdoor Recreation, Provide Environmental Education, and Protect Our Natural Heritage. Homeless camps interfere with the fulfillment of PCC's mission in the form of harassment and assault of visitors recreating on PCC trails and in PCC parks. Homeless camps also present a public safety hazard in the form of used drug paraphernalia, garbage, and human bio-waste. PCC designates significant time and resources for homeless camp cleanup and consistent patrolling of areas experiencing homeless issues. Experts within homeless service provider networks that partner with PCC insist that there are enough beds to accommodate the current homeless population in the Des Moines Metro, and the PCC Rangers communicate with homeless individuals and groups regularly. PCC Rangers are equipped with contact and resource information that is relevant and can assist with connecting homeless individuals with help if they desire it.

Altringer: are there any remaining questions, changes, or are we comfortable with PCC's protocols?

Lewis: I'm comfortable with what's in place. On Oct 8, 2024 there is a Midwest Water Summit sponsored by the Izaak Walton League. There will be a dinner and presentation involving the Save Our Streams program. Time of event and cost to attend is yet to be announced. More information will be shared with Board Members as it is released.

NO CLOSED SESSION

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

~~The Polk County Conservation Board met in closed session Wednesday, May 8, 2024 at _____ p.m.~~

MOTION: _____

~~#24-0811 **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 36)~~
~~**SECONDED BY** _____.~~

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

~~MEMBERS PRESENT: **Lewis, Mollenhauer, Altringer, Crane, Leopold, Rankin, Cook, Stoklasa, McFarlane, no attendees via Webex**~~

~~**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 Crane to adjourn. Seconded by Mollenhauer.

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

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

Meeting adjourned at 6:36 p.m.

**Date**

September 11, 2024

Item No.**CONSENT****Roll Call No.****24-0907****Submitted by:****Brent Hansen****Construction Technician****AGENDA HEADING:**

Approving the replacement of the heating and cooling units at the Jester Park Lodge for a total cost not to exceed \$48,145.00 to Dayton Heating and Air Conditioning.

INFORMATION:

The Jester Park Lodge was built in 1999 and serves as a large event center hosting many events such as weddings, celebrations of life, and various meetings. The site overlooks Saylorville Lake in a natural habitat sought after by many potential renters. Food with Flair manages reservations and operations at the Lodge, but Polk County Conservation is responsible for structural maintenance and repairs.

Common with most aging HVAC units (23 years in this case), break downs and outages become more frequent. This past winter, two of the units broke down during a frigid winter night causing multiple repairs to the plumbing due to freezing. Additionally, two service repair calls have been requested this summer. The existing units are only 85% efficient. The new units being proposed would be 96% efficient.

Three quotes were received for the HVAC replacement with Dayton Heating and Air Conditioning being the lowest responsible bidder in the amount not to exceed: \$48,145.00. The cost includes removal and installation of all five heating and cooling units. Dayton Heating and Air Conditioning is a reputable local company that was established in 1994. The replacement of these units will take about two weeks to complete. All work will be coordinated with Food with Flair so as not to conflict with any upcoming scheduled events.

Submitted bid proposals:

Dayton Heating and Air Conditioning	\$48,145.00
Roberts Heating and Cooling	\$49,675.39
Golden Rule	\$50,479.00

FISCAL IMPACT:

Amount: \$48,145.00 Total Cost

Funding Source: Fund 6/Jester Park Lodge

PREVIOUS BOARD ACTION(S):

Date: N/A

Roll Call:

Action:

RECOMMENDATION:

Approving the replacement of the heating and cooling units at the Jester Park Lodge for a total cost not to exceed \$48,145.00 to Dayton Heating and Air Conditioning and authorizing the Director or their designee to sign the purchase agreement.

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



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

Bill to
Polk County Conservation
11121 NW Jester Park Dr.
Granger, IA 50109

Ship to
Polk County Conservation
11121 NW Jester Park Dr.
Granger, IA 50109

Quote #: q14250

Item	Description	Quantity	Price	Amount
4TTR4048N1000A	****Systems 4&5**** Trane Single Stage Air Conditioner Model # 4TTR4048N1000A Coil# 4PXCCU60 AHRI# 208108990 14.3 SEER2 Includes all parts and labor required for proper installation - New electrical whip - Refrigerant lines to be replaced or cleaned and leak checked if inaccessible - Electric start assist to reduce amp draw on startup and extend compressor life Warranty 5 Year Parts 1 Year Labor	2	\$6,176.00	\$12,352.00



Item	Description	Quantity	Price	Amount
S9X2C100U5	Trane 2-Stage ECM Constant Speed Furnace 96% Model# S9X2C100U5 AHRI# 203909113 Includes all parts & labor required for installation - Right Angle Air Bear filter rack to increase air flow throughout the home and reduce strain on the heating and cooling system - Lift Box to reduce noise and blower strain - PVC existing - New Electrical Service Switch - New Gas Union & Shut off Warranty 5 Year Parts 1 Year Labor Lifetime Heat Exchanger	2	\$5,388.00	\$10,776.00
4TTR4042N1000A	****Entry Way System 3**** Trane Single Stage Air Conditioner Model # 4TTR4042N1000A Coil# 4PXCCU60 AHRI# 208115321 14.3 SEER2 Includes all parts and labor required for proper installation - New electrical whip - Refrigerant lines to be replaced or cleaned and leak checked if inaccessible - Electric start assist to reduce amp draw on startup and extend compressor life Warranty 5 Year Parts 1 Year Labor	1	\$5,526.00	\$5,526.00



Item	Description	Quantity	Price	Amount
S9X2C100U5	Trane 2-Stage ECM Constant Speed Furnace 96% Model# S9X2C100U5 AHRI# 203909113 Includes all parts & labor required for installation - Right Angle Air Bear filter rack to increase air flow throughout the home and reduce strain on the heating and cooling system - Lift Box to reduce noise and blower strain - PVC existing - New Electrical Service Switch - New Gas Union & Shut off Warranty 5 Year Parts 1 Year Labor Lifetime Heat Exchanger	1	\$5,388.00	\$5,388.00
4TTR4036N1000A	****Ballroom Systems 1&2**** Trane Single Stage Air Conditioner Model # 4TTR4036N1000A Coil# 4PXCBU48 AHRI# 208108452 14.3 SEER2 Includes all parts and labor required for proper installation - New electrical whip - Refrigerant lines to be replaced or cleaned and leak checked if inaccessible - Electric start assist to reduce amp draw on startup and extend compressor life Warranty 5 Year Parts 1 Year Labor	1	\$4,930.00	\$4,930.00



Item	Description	Quantity	Price	Amount
S9X2B080U4	Trane 2-Stage ECM Constant Speed Furnace 96% Model# S9X2B080U4 AHRI # 203909111 Includes all parts & labor required for installation - Right Angle Air Bear filter rack to increase air flow throughout the home and reduce strain on the heating and cooling system - Lift Box to reduce noise and blower strain - PVC existing - New Electrical Service Switch - New Gas Union & Shut off Warranty 5 Year Parts 1 Year Labor Lifetime Heat Exchanger	1	\$4,948.00	\$4,948.00
4TTR4042N1000A	Trane Single Stage Air Conditioner Model # 4TTR4042N1000A Coil# 4PXCCU60 AHRI# 208115281 14.3 SEER2 Includes all parts and labor required for proper installation - New electrical whip - Refrigerant lines to be replaced or cleaned and leak checked if inaccessible - Electric start assist to reduce amp draw on startup and extend compressor life Warranty 5 Year Parts 1 Year Labor	1	\$5,526.00	\$5,526.00



Item	Description	Quantity	Price	Amount
S9X2B080U4	Trane 2-Stage ECM Constant Speed Furnace 96% Model# S9X2B080U4 AHRI # 203909111 Includes all parts & labor required for installation - Right Angle Air Bear filter rack to increase air flow throughout the home and reduce strain on the heating and cooling system - Lift Box to reduce noise and blower strain - PVC existing - New Electrical Service Switch - New Gas Union & Shut off Warranty 5 Year Parts 1 Year Labor Lifetime Heat Exchanger	1	\$4,948.00	\$4,948.00
MidAmerican Instant Rebate	Mid American Instant Rebate Program	1	-\$900.00	-\$900.00
Discount to Customer	10% Multi System Discount	1	-\$5,349.00	-\$5,349.00

Subtotal: \$48,145.00

Tax: \$0.00

Total: \$48,145.00

Authorization

Acceptance

	Date	September 11, 2024
	Item No. CONSENT Roll Call No. 24-0908 Submitted by: Kenneth Young Fleet Coordinator	

AGENDA HEADING:

Approving the purchase of a Utility Terrain Vehicle (UTV) to patrol Sleepy Hollow, Fourmile Creek Greenway, and the Fourmile Mountain Bike Park in an amount of \$30,731.11.

INFORMATION:

Concentrated law enforcement efforts in the Fourmile Creek Greenway, Sleepy Hollow, and the forthcoming Fourmile Mountain Bike Park have resulted in the need for an all-terrain patrol vehicle. This vehicle will be used by law enforcement staff in ways not possible with a normal truck due to dense vegetation and narrow trails and bridges. The UTV will have a full cab and HVAC for the optimal safety of the operator and year-round usage.

FISCAL IMPACT:

Amount: \$30,731.11

Funding Source: Sleepy Hollow operating budget

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving the purchase of a Utility Terrain Vehicle (UTV) to patrol Sleepy Hollow, Fourmile Creek Greenway, and the Fourmile Mountain Bike Park in an amount of \$30,731.11.



Date

September 11, 2024

Item No.

ACTION

Roll Call No.

24-0909

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING:

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.

INFORMATION:

This MOU agreement outlines the framework of roles and responsibilities between Polk County Conservation and Polk City for the development of approximately 1.25 miles of trail that will connect the Neal Smith Trail to the High Trestle Trail (attached map). This trail connector will be known as the Polk City Junction Trail, paying homage to the land's history as a railroad spur into Polk City.

Project Overview:

Preliminary Survey:	\$ 17,500.00
Design/Engineering:	\$ Future expense
Land Acquisition Costs:	\$ 483,565.00
Anticipated Trail Construction Costs:	\$ 920,000.00
Total:	\$ 1,421,065.00

Grants & Polk City Contributions:	\$676,060.00
Leveraging:	PCCB <u>52.5%</u> Polk City/Grants <u>47.5%</u> (almost 1:1)

FISCAL IMPACT:

Amount: See attached agreement

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

PREVIOUS BOARD ACTION(S):

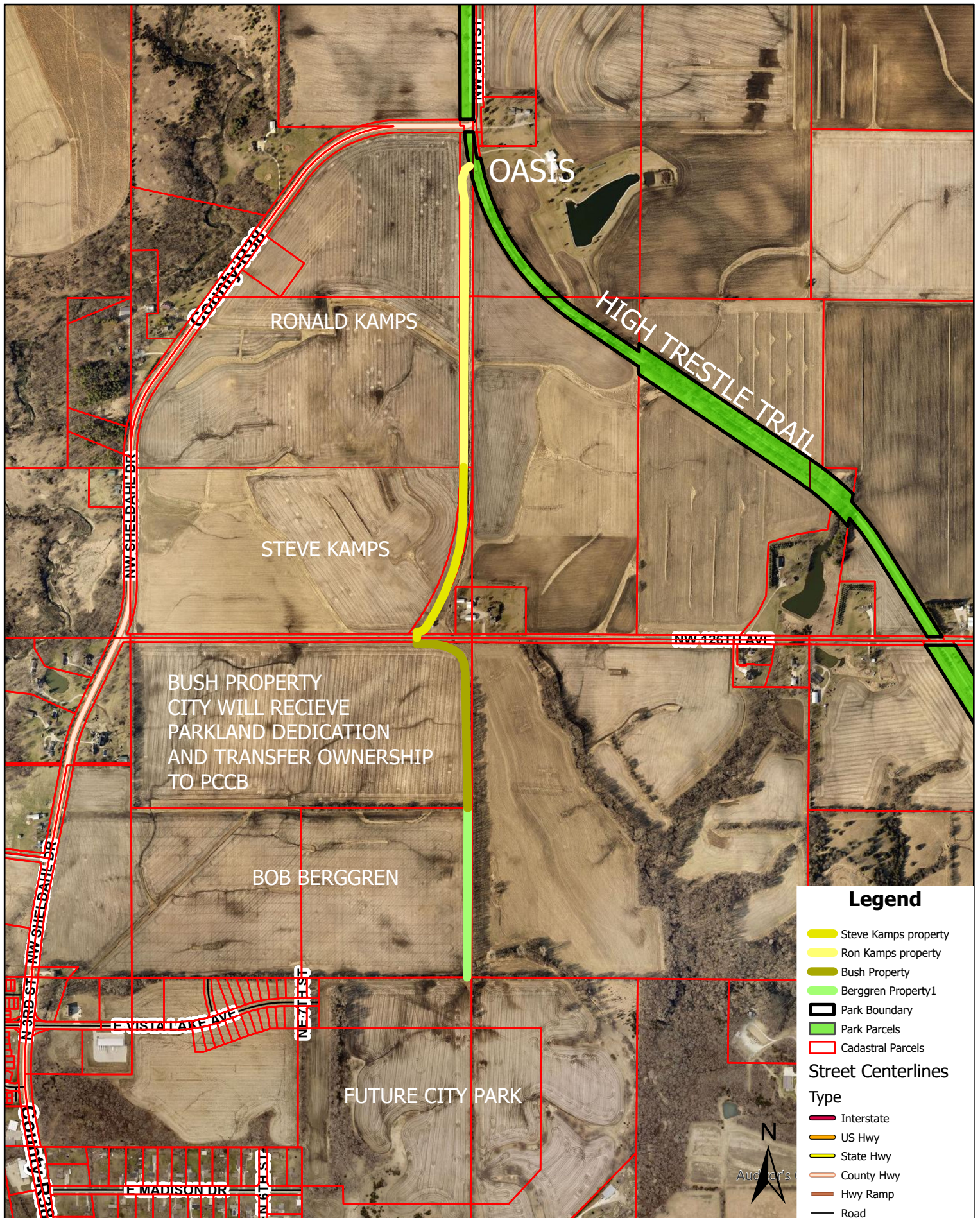
Date: April 10, 2024
Roll Call: 24-0410 (Yea – 4, Absent 1)
Action: Approving the Purchase Agreement with Ron Kamps to purchase 5.57 acres of property near Polk City, Iowa, for an amount of \$222,800.00 plus closing costs.

Date: April 10, 2024
Roll Call: 24-0411 (Yea – 4, Absent 1)
Action: Approving the Purchase Agreement with Steve Kamps to purchase 5.23 acres of property near Polk City, Iowa, for an amount of \$219,200.00 plus closing costs.

Date: December 13, 2023
Roll Call: 23-1217 (Yea – 4, Absent 1)
Action: Approving the Purchase Agreement with Bob Berggren to purchase 1.80 acres of property near Polk City, Iowa, for an amount of \$72,000.00 plus closing costs.

RECOMMENDATION:

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 and authorizing the Board Chair to sign the agreement.



Legend

- Steve Kamps property
- Ron Kamps property
- Bush Property
- Berggren Property1
- Park Boundary
- Park Parcels
- Cadastral Parcels

Street Centerlines

Type

- Interstate
- US Hwy
- State Hwy
- County Hwy
- Hwy Ramp
- Road



POLK CITY JUNCTION TRAIL

EXHIBIT 'A'

Memorandum of Understanding
By and Between Polk County Conservation Board and
City of Polk City, Iowa

This Memorandum of Understanding (“MOU”) is entered into on this _____ day of _____, 2024, by and between Polk County Conservation Board, a governmental body and political subdivision of Polk County, Iowa, with its principal place of business located at 12130 NW 128th Street, Granger, Iowa 50109, (hereinafter “PCCB”), and the City of Polk City, a municipal corporation with its principal place of business located at 200 S. 4th Street, Polk City, Iowa (hereinafter “Polk City”). PCCB and Polk City may hereinafter be referred to individually as “Party” or collectively as the “Parties.”

WHEREAS, PCCB and Polk City both wish to develop and construct a trail from the High Trestle Trail to the Neal Smith Trail through Polk City; and

WHEREAS, a segment of the trail lays within unincorporated Polk County from the High Trestle Trail to the Polk City limits; and

WHEREAS, PCCB will construct the portion of the trail from the city limits of Polk City to the “Oasis connection” of the High Trestle Trail; and

WHEREAS, Polk City will construct the trail through its city limits to the Neal Smith Trail.

NOW THEREFORE, the Parties enter into this MOU agreeing to the term, scope and responsibilities of the Parties associated with this project and MOU as follows:

ARTICLE 1: GENERAL

1. Purpose - Property Acquisition. The purpose of this MOU is to facilitate the partnership between PCCB and Polk City for the development of the trail connection from the High Trestle Trail to the Neal Smith Trail as shown in ‘Exhibit A’.
2. Term. This MOU shall be effective upon its approval and execution by both Parties and shall expire when the trail is completed from the High Trestle Trail to the Neal Smith Trail, unless terminated earlier by either Party.

ARTICLE 2: GENERAL PROVISIONS

1. Notices and Reimbursements. All notices, demands, invoices and reimbursement requests which the Parties are authorized or required to give one another pursuant this MOU shall be in writing and may be personally delivered or sent by mail to the addresses listed below. Mailed notices and invoices shall be deemed to be received by the Party to whom directed and effective when postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to the City:
Chelsea Huisman, City Manager
City of Polk City
200 S. 4th Street
PO Box 426
Polk City, Iowa 50226

Notices to the County:
Kami Rankin, Deputy Director
Polk County Conservation
2130 NW 128th Street
Granger, IA 50109

2. Termination. Either Party may terminate this MOU upon providing thirty (30) day written notice of the Party's desire to terminate this MOU.
3. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. Should the Parties be unable to resolve the issue or dispute between them within 30 days, then all Parties may exercise any other rights or remedies available under Iowa law.
4. Severability. If any part or provision of this MOU is found to be unenforceable, illegal, void, prohibited, invalid or unconstitutional in any jurisdiction, that part or provision will be ineffective without invalidating the remaining provisions and parts of this MOU.
5. Entire Agreement. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.
6. Amendment. This MOU may be amended from time to time by mutual agreement of the Parties in a written modification signed by both Parties. Notwithstanding the foregoing, the Parties acknowledge and agree that a separate MOU is anticipated between the Parties for long-term maintenance by PCCB of the trail property conveyed to PCCB pursuant to this MOU.

7. Governing Law, Venue, Attorney Fees and Court Costs. Any dispute or claim between the Parties arising out of this MOU shall be governed by and construed in accordance with the laws of the State of Iowa. Any and all disputes or claims shall only be brought and maintained solely in The Iowa District Court For Polk County or the United States District Court For The Southern District of Iowa. This provision shall not be construed as waiving any governmental immunities available to Polk County, Iowa or the PCCB. Each Party shall be responsible for its own costs and attorney fees.
8. Co-Partnership Disclaimer. It is mutually understood that nothing in this MOU is intended or shall be construed as in any way creating or establishing a partnership between the Parties hereto, or as constituting either Party as an agent or representative of the other Party for any purpose or in any manner, other than as specified herein.
9. No Assignment. No Party may assign or transfer the responsibilities or agreement made herein without prior written consent of the non-assigning Party. If either Party violates this paragraph, the other Party may automatically terminate this MOU without any cure period.

ARTICLE 3: PARTY OBLIGATIONS

1. Land Acquisition – Both Parties agree that PCCB will be the lead agency in land acquisition efforts. Both Parties agree that PCCB will front the costs of land acquisition and be reimbursed by Polk City for its portion through the dividing of grant funding.
 - I. Bob Berggren Property:
Total acquisition costs is \$40,000/acre for 1.83 acres, totaling \$73,200.00.
 - a. PCCB pays \$33,500/acre for a total \$61,305.00.
 - b. Polk City pays \$6,500/acre for a total of \$11,895.00.
 - II. Steve Kamps Property:
Total acquisition costs is \$40,000/acre, for 5.23 acres, totaling \$209,200.00.
 - a. PCCB pays \$33,500/acre for a total of \$175,205.00.
 - b. Polk City pays \$6,500/acre for a total of \$33,995.00.
 - III. Ronald Kamps Property:
Total acquisition cost is \$40,000/acre, for 5.57 acres, totaling \$222,800.00.
 - a. PCCB pays \$33,500/acre for a total of \$186,595.00.
 - b. Polk City pays \$6,500/acre for a total of \$36,205.00.
 - IV. David Bush Property:
Total acquisition cost is \$33,500/acre, for 1.58 acres, totaling \$52,930.
 - a. PCCB pays \$33,500/acre for a total of \$26,465.
 - b. Polk City pays \$33,500/acre for a total of \$26,465.
2. Grants – Both Parties have been actively pursuing grants for this project. It is mutually agreed that the following grants will be dispersed as outlined below:

- I. PCCB is entitled to the full 100% of the MPO Federal FY 2025 Surface Transportation Block Grant Set Aside Program Funding in the amount of \$250,000.
 - II. PCCB is entitled to the full 100% of the MPO Federal FY 2026 Surface Block Grant Set Aside Program Funding in the amount of \$250,000.
 - III. PCCB and Polk City will split the awarded MPO Federal FY 2028 Surface Block Grant Set Aside Program Funding in the amount of \$700,000. PCCB will be entitled to \$158,560 of the award and Polk City entitled to \$541,440 of the award.
3. Preliminary Design/Engineering – PCCB was responsible for hiring a professional consulting firm to develop a preliminary alignment of the trail and equally split the cost with Polk City. The total cost for the consulting associated with the preliminary alignment of the trail was \$35,000. Polk City has contributed \$17,500 towards the consulting services.
 4. Construction Design and Engineering – PCCB is responsible for hiring a professional consulting firm to develop construction plans and specifications for the construction of the trail in accordance with design standards. PCCB will be responsible for hiring a consultant to perform project staking, construction administration, testing and inspections.
 5. Ownership and Operations – PCCB will own and operate the trail starting at the Berggren property to the trail's terminus at the Oasis on the High Trestle Trail regardless of its location within the current or future city limits of Polk City.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed on the _____ day of _____, 2024.

Polk County Conservation Board

By:_____

Jill Altringer, Chair

ATTEST:

By:_____

Katie Stoklasa, Administrative Supervisor

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____ 2024, before me a Notary Public in and for said State, personally appeared Jill Altringer and Katie Stoklasa to me personally known, who being duly sworn, did say that they are the Chair of the Board of Polk County Conservation and Administrative Supervisor respectively, of Polk County Conservation, Iowa, a political subdivision of the State, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board, and said chair and Clerk acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

POLK CITY, IOWA

By: _____

Steve Karsjen, Mayor

ATTEST:

By: _____

Jenny Coffin, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____ 2024, before me a Notary Public in and for said State, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa



Date

September 11, 2024

Item No.

ACTION

Roll Call No.

24-0910

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING

Approving the Purchase Agreement with David Bush to purchase 1.58 acres of property near Polk City, Iowa, for an amount of \$52,930.00 plus closing costs.

INFORMATION:

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

The land was appraised in 2021 for \$33,500/acre and the landowner agreed to sell at this price. Polk City will reimburse Polk County Conservation for half of the land acquisition price.

FISCAL IMPACT:

Amount: \$52,930.00, plus closing costs

Funding Source: Polk County Conservation Water & Land Legacy Bond - \$26,465.00
Polk City - \$26,465.00

PREVIOUS BOARD ACTION(S):

Date: February 10, 2021

Roll Call: 21-0214 (Yea – 5)

Action: Approving Transportation Alternatives Program (TAP) grant application for and intent to provide 20% matching funding for 2025 TAP funding for the Polk City to High Trestle Trail connection.

Date: January 2022

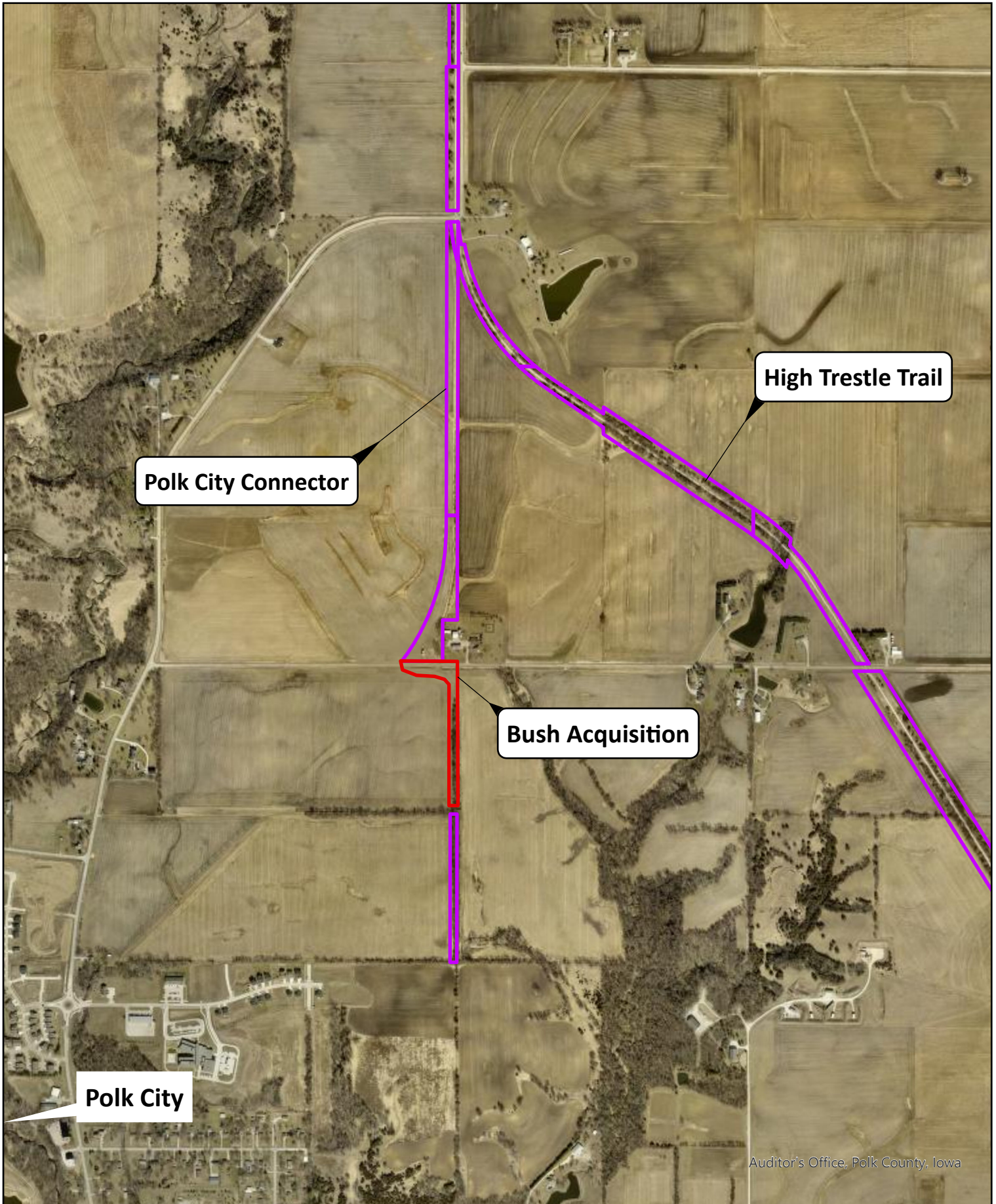
Roll Call: 22-0117 (Yea – 5)

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

RECOMMENDATION:

Approving the Purchase Agreement with David Bush to purchase 1.58 acres of property near Polk City, Iowa, for an amount of \$52,930.00 plus closing costs and directing the Board Chair or their designee to sign said agreement and direct staff to continue working with Mr. Bush to complete the purchase.

Project Location



Polk City

Polk City Connector

High Trestle Trail

Bush Acquisition



Date

September 11, 2024

Item No.

ACTION

Roll Call No.

24-0911

Submitted by:

Amanda Brown

Conservation Ecologist-Land

AGENDA HEADING:

Approving an amendment to the Fourmile Creek Greenway Management and Maintenance Chapter 28E Agreement with the City of Des Moines.

INFORMATION:

Since 2018, Polk County Conservation (PCC), in cooperation with the City of Des Moines and other entities, have been acquiring parcels and completing restoration along the Fourmile Creek Greenway through an existing 28E agreement between PCC and the City of Des Moines that was previously approved by the Conservation Board.

This agreement was amended in 2020 to integrate removal of now abandoned road segments throughout the Fourmile Creek Greenway area. This allowed for PCC to conduct restoration work in conjunction with the first phase of road removals. Under the terms of the agreement, since the City is ultimately responsible for the road removals, they were to reimburse PCC \$1.2 million upon completion of the work being performed. The first phase has been completed and PCC has been reimbursed for \$701,977.09 by the City of Des Moines.

Due to increased construction costs, the remaining \$498,022.91 within the original amendment will no longer cover the cost of the next phases of road removals. Through this second amendment, the City of Des Moines has committed an additional \$250,000 to the road removal effort. This amount, along with the remaining funding in the original amendment, covers the cost of the engineers estimate for the project.

Along with the additional funding, this 2nd amendment extends the original amendment timeline and has various minor changes which are called out in the attached amendment document.

FISCAL IMPACT: None

PREVIOUS BOARD ACTION(S):

Date: September 9th, 2020

Roll Call: 20-0907 (5 Yea)

Action: Approving amendment to the Fourmile Creek Greenway Management and Maintenance Chapter 28E Agreement with the City of Des Moines.

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.

Date: August 8, 2018

Roll Call: 18-0808 (4 Yea / 1 Absent)

Action: Authorizing staff to negotiate an agreement with the City of Des Moines regarding the buyout of properties within the 500-year floodplain of the Fourmile Creek Greenbelt in an amount not to exceed \$1.0 million subject to the following conditions and authorizing the Board Chair or his designee to sign said agreement(s):

- 1) Priority shall be given to parcels that will positively affect water quality, natural resource conservation and flood mitigation;
- 2) Priority shall be given to parcels within the 100-year floodplain;
- 3) Vacant parcels (attached) shall be included in the City's acquisition efforts as these are desirous to Polk County Conservation whereas, the City is more interested in removal of structures and infrastructure;
- 4) Priority shall be given to contiguous land parcels and defensible boundaries;
- 5) The City shall assume the acquisition of all properties and deed over all non-park parcels to Polk County Conservation as identified in the Fourmile Greenbelt Master Plan.

RECOMMENDATION:

Approving an amendment to the Fourmile Creek Greenway Management and Maintenance Chapter 28E Agreement with the City of Des Moines and authorizing the Board Chair or their designee to sign.

**SECOND AMENDMENT TO LOWER FOURMILE CREEK GREENWAY MANAGEMENT AND
MAINTENANCE 28E AGREEMENT BETWEEN THE CITY OF DES MOINES, POLK COUNTY,
AND THE POLK COUNTY CONSERVATION BOARD**

THIS SECOND AMENDMENT to Lower Fourmile Creek Greenway Management and Maintenance 28E Agreement (hereinafter “Second Amendment”) is entered into this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Des Moines, Iowa (“City”), and the Polk County Conservation Board (PCCB)(hereinafter collectively “the parties”).

WHEREAS, on November 6, 2017, by Roll Call No. 17-1901, the City Council approved the Lower Fourmile Creek Greenway Master Plan, which included development of a management and maintenance agreement for the oversight of the entire greenway; and

WHEREAS, on July 25, 2019 by Roll Call No. 19-1121, the Des Moines City Council approved the Lower Fourmile Creek Greenway Management and Maintenance Chapter 28E Agreement Between City of Des Moines and Polk County Conservation Board (PCCB)(“Agreement”), which Agreement was amended on September 14, 2020, by Roll Call No. 20-1459, to add PCCB removal of roadways and for the City to provide additional funding for such work; and

WHEREAS, the parties again wish to amend the Agreement to provide for additional scope of work and additional funding to be provided by City to PCCB for such work and to clarify certain terms of the Agreement.

NOW, THEREFORE, it is agreed by and between the parties that:

1. The first Amendment to the Agreement, dated September 14, 2020 and approved by Roll Call No. 20-1459, is revised to extend its effective date from December 31, 2023 to December 31, 2026.
2. The “Definitions” Section of the Agreement is hereby amended by adding and amending specified definitions as follows:

“City Parks” shall mean the City-owned Sargent Park, Pocket Park No. 2, Reno Dog Park, Fourmile Creek Park and **land that the City will retain for use as City parkland as shown on Exhibits 1A-1C.**

“City Trail” shall mean a City owned trail segment of the Gay Lea Wilson Multi Use Recreational Trail located on the Greenway that connects from **the north City limits** to the **Pleasant Hill city limits**, as described and shown in Exhibit 2. The City shall continue to own **the Trail and shall be granted a 30’ permanent easement, that shall include the Trail and 10’ on both sides of the Trail, at no cost for the Trail upon land owned by PCCB.**

3. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

1. This Agreement is entered into pursuant to the Provisions of Chapter 28E, Code of Iowa (2019). Exhibits A, 1, **1A-1C, 2, 3, and 4**, and Attachments A, B, C, **and D** shall be considered a part of this Agreement.
4. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:
 16. A. To the **fullest** extent permitted by the Constitution and the laws of the State of Iowa, **Polk County Conservation Board agrees to indemnify and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its, elected and appointed officials, employees and volunteers and others working on behalf of the City, including by reason of personal injury, bodily injury or death, and property damages, including loss of use thereof, which arise out of the Polk County Conservation Board's negligence or which are the consequences of PCCB's actions. For the purposes of this indemnification, PCCB shall include its elected and appointed officials, employees, and volunteers and others working on behalf of Polk County Conservation Board arising from or with respect to its fulfilling its obligation under this agreement. This requirement shall survive the termination of this Agreement.**
 - B. **PCCB expressly assumes responsibility for any and all damage caused to City property arising out of the PCCB's work or services under this Agreement, including that of its officers, agents, employees, contractors and others under the control of PCCB.**
 - C. **Both the City and PCCB recognize that, as governmental entities, they maintain programs of self-insurance combined with excess insurance. The programs which each entity independently determines are best suited to their economic realities are deemed to be acceptable for the purposes of this Agreement. However, any contractors hired by PCCB are expected to obtain coverage similar to that outlined in Attachment D.**
5. Exhibits 1, 1A, 1B, 1C, 2, 3, and 4, and Attachments A, B, C, and D, are hereby amended or added, as applicable, pursuant to the documents attached hereto, and are further incorporated into the Agreement in form attached hereto. Exhibits 1D and 1E are hereby deleted from the Agreement.
6. Except as set forth above, all other terms, provisions, and conditions originally set forth in the Agreement, including all exhibits thereto not amended by this Second Amendment, remain effective and binding upon the City and PCCB.

[END OF AGREEMENT - SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the first date stated above.

CITY OF DES MOINES, IOWA

ATTEST:

By: _____
Baumgartner, City Clerk

By: _____
Connie Boesen, Mayor Laura

APPROVED AS TO FORM:

/s/ Glenna K. Frank
Glenna K. Frank
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this __ day of _____, 2024, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared CONNIE BOESEN and LAURA BAUMGARTNER, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 24-_____ of City Council on the __ day of _____, 2024, and that CONNIE BOESEN and LAURA BAUMGARTNER acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

POLK COUNTY CONSERVATION BOARD

Attest _____
_____, Board Clerk _____, Board Chair

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this __ day of _____, 2024, before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, and who being duly sworn, did say that they are the CHAIR and CLERK of the Polk County Conservation Board, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Board, and that said instrument was signed and sealed on behalf of said Board by authority and resolution of its Board as contained in Resolution No. _____ adopted on _____, 2024, and said _____ and _____ acknowledged said instrument to be the free act and deed of said Board by it voluntarily executed.

Notary Public for Iowa

EXHIBITS 1-3 – To be attached here

EXHIBIT 4 – FINAL PLANS – ROADWAY

“Polk County Conservation Fourmile Creek Roadway Removal” Final Plans, on file with the City Parks and Recreation Department, are hereby incorporated into the Agreement.

ATTACHMENT A

PROJECT AND JOINT RESPONSIBILITIES

The purpose of this Agreement is to provide for the efficient and effective implementation of the Master Plan by establishing the terms and conditions of the relationship between the City and the County Conservation Board for the management and maintenance of the land owned by both parties within the Greenway, and identification of future land parcels within the Greenway for possible acquisition by the City for conveyance to Polk County acting through the PCCB pursuant to Iowa Code Section 350.4(2) to be included within the PCCB management under this Agreement.

The City and PCCB shall jointly determine:

1. Prioritization of potential future acquisition of land parcels by PCCB and the City within the Greenway and potential future conveyance by the City to PCCB of City owned property as the City determines it is no longer needed for street, public safety, utility, storm water and other City purposes within the Greenway.
2. Transfer of such properties by the City to PCCB will be pursuant to a separate agreement, which will include deed restrictions requiring compliance with the Master Plan and compliance with FEMA regulations, utility, and deed restrictions for properties subject to such restrictions. The terms of this Agreement shall apply to all such land parcels acquired or owned by PCCB or the City within the Greenway after the effective date of this Agreement.
3. Both parties shall be responsible for the maintenance, repair, replacement, care, custody and control of their respective trail segments within the Greenway.
4. The City will at all times retain ownership of and management of the City Trail and City Parks, and any future improvements or additions to the City Trail or City Parks.

ATTACHMENT B

Duties of Polk County Conservation Board

County Conservation Board shall be responsible, at its sole cost and expense, for the following:

1. Management, use and maintenance of the Greenway (exclusive of the City Trail and City Parks), including the Fourmile Creek Streambank and shoreline, as shown in **Exhibit 1**, in compliance with the Master Plan.
2. Establish natural areas on land within the Greenway that was previously developed for residential use and maintain the Greenway as natural areas in compliance with the Master Plan.
3. At no charge to the City and upon the City's request, grant the City permanent and temporary construction easements or transfer of real property to enable the City to construct and maintain trail connections to the surrounding neighborhoods. PCCB acknowledges that the **City Trail and** any future improvements or additions thereto, remain and shall be owned by the City and the City shall continue to have all rights use, repair, construct, and maintain the City Trail, **including the right of ingress and egress over land owned by PCCB. At no charge to the City, PCCB agrees to convey to the City a 30' permanent easement from center of City Trail for the City Trail on land owned by PCCB, which shall include the right to use, repair, construct, and maintain the City Trail, including the right of ingress and egress over PCCB land.**
4. At no charge to the City and upon the City's request, PCCB agrees to convey to the City, up to 2 acres each for City owned and maintained mini parks along the Greenway, as determined by the City. Such mini parks will, upon conveyance to the City, be deemed "City Parks" for purposes of this Agreement.
5. Property Acquisition. PCCB will, in its sole discretion, acquire properties owned by third parties included within the Greenway, subject to approval of the Polk County Conservation Board.
6. Accept conveyance from the City of land acquired within the Greenway within the City of Des Moines city limits for use in compliance with the Master Plan, including for purposes of parks, preserves, parkways, play grounds, play fields, community forests, wildlife areas, and other recreational purposes consistent with the Master Plan and Management Principles under this Agreement.
7. Upon conveyance from the City of land within the Greenway within the City of Des Moines, PCCB does hereby grant the City access rights for educational programming, clean-up efforts, and recreational use of the Greenway.

8. Contingent upon the City providing an amount not to exceed \$250,000.00 reimbursement funding for such service, undertake roadway removals in accordance with Exhibits 3 and 4 to this Agreement.

ATTACHMENT C

Duties of the City of Des Moines

The City shall be responsible, at its sole costs and expense, for the maintenance, management, and use of the City Parks and City Trails in compliance with the Master Plan.

1. City Trail

The City will own, manage, and maintain the City Trail, including without limitation:

- a. Mowing along the City Trail within **ten** feet on both sides of the **edge of** Trail.
- b. **Trail surface maintenance**
- c. **Trail storm water management**
- d. Snow removal along the Trail.
- e. All Trail usage rules, information, signage, and law enforcement.
- f. Determination of Trail closure.

2. City Parks Within Greenway:

The City will continue to own, manage, and maintain the City Parks as shown on Exhibit 1.

3. City Storm Water Facilities

The City will maintain and manage City storm water facilities within the Greenway. The City will retain an easement for maintenance of all storm water utilities, including the right, in the City's sole discretion, to construct, modify, enlarge, and maintain such City storm water facilities within the Greenway. PCCB hereby grants the City the right of ingress and egress over and across property owned or controlled by PCCB to such easement area.

4. Utility and Road Removal

The City will **provide PCCB funding as described below to** remove all non-City utilities, including roads, lights, signage, when the City determines that such utilities are no longer serving the residents in a safe manner prior to transfer of such property to PCCB.

5. Property Acquisition

The City will, in its sole discretion, acquire properties owned by third parties included within the Greenway to be transferred to PCCB by separate agreement, subject to approval of the City Council and compliance with the Code of Iowa regarding transfer of land ownership. The City's conveyance of such property will be subject to the City's retention of easements and reservations as determined by the City, including without limitation, easements for utilities in place or future utility facilities and for trails.

6. The City of Des Moines does hereby grant the PCCB free access rights for clean-up and restoration efforts along the Greenway where PCCB does not have direct access to PCCB property along the Greenway, subject to PCCB giving the Park and Recreation Department written notice at least 24 hours (business day) prior to use of such access. PCCB agrees to restore the City property to its original condition after such use.

7. The City further commits an additional not to exceed amount of \$250,000.00 in funding to PCCB by this amendment. Funds will be provided by the City to PCCB as a reimbursement for approved work completed by PCCB. Funding will be provided to PCCB by the City within 30 days following submittal of invoices for the completion of approved work (road removals, partial removals, road and trail modifications and construction activities detailed in Exhibits 3 and 4).

ATTACHMENT D

CITY OF DES MOINES, IOWA STANDARD – MAJOR (Requirements for PCCB or City Contractors)

INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf. The term “PCCB” shall mean the Polk County Conservation Board including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. GENERAL

The CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and CITY throughout the duration of this Contract. Said insurance shall be provided by insurance companies “admitted” or “non-admitted” to do business in the State of Iowa having no less than an

A. M. Best Rating of “B+.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY and the PCCB is required as per paragraph 2.H. below.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

- B. **AUTOMOBILE LIABILITY INSURANCE:** Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury

and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the CONTRACTOR'S business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the CITY and the PCCB is required as per paragraph 2.H. below.***

- C. **UMBRELLA/EXCESS LIABILITY INSURANCE:** The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including a ***Waiver of Subrogation in favor of the CITY and the PCCB is required as per paragraph 2.H. below.***
- D. **WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE:** As required by State of Iowa Workers' Compensation Law, the CONTRACTOR shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONTRACTOR is not required to purchase Workers' Compensation Insurance, the CONTRACTOR shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.H. below.***
- E. **ADDITIONAL INSURED ENDORSEMENT:** The General Liability Insurance policy shall include the CITY as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The CONTRACTOR'S insurance shall be primary to that of the CITY and the PCCB and noncontributory to any other insurance or similar coverage available to the CITY or the PCCB whether the other available coverage is primary, contributing or excess.
- F. **GOVERNMENTAL IMMUNITY ENDORSEMENT:** The General Liability Insurance policy shall include the CITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

CITY OF DES MOINES, IOWA

GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa and Polk County Conservation Board as Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa or the Polk County Conservation Board under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Des Moines, Iowa and the Polk County Conservation Board shall, individually, be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa or the Polk County Conservation Board.
 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa or the Polk County Conservation Board under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa or the Polk County Conservation Board.
 5. No Other Change in Policy. The insurance carrier, the City of Des Moines, Iowa and the Polk County Conservation Board agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- G. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall include a policy endorsement providing the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: City of Des Moines, Risk Management, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- H. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONTRACTOR hereby releases the CITY and the PCCB from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the PCCB or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The CONTRACTOR'S policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY and the PCCB including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- I. PROOF OF INSURANCE: The CONTRACTOR shall provide the following proof of insurance to the CITY:
- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.
 - A copy of the Cancellation and Nonrenewal Notification Endorsement or its equivalent as required in paragraph 2.G. above.
 - Copies of Additional Insured Endorsements ISO CG 20 26 07 04 and ISO CG 20 37 07 04 or their equivalents as required in paragraph 2.E. above.
- Mail Certificates of Insurance to: City of Des Moines, Risk Management, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***

- J. AGENTS AND SUBCONTRACTORS: The CONTRACTOR shall require all its agents and subcontractors who perform work and/or services on behalf of the CONTRACTOR to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY and the PCCB against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY or the PCCB by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONTRACTOR'S work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR'S obligation to indemnify the CITY and the PCCB contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

Neither the CITY or the PCCB shall be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONTRACTOR arising out of or in any way connected or associated with CONTRACTOR'S work, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR, except to the extent caused by or resulting from the negligent act of the CITY or the PCCB, respectively.

CONTRACTOR expressly assumes responsibility for any and all damage caused to CITY or PCCB property arising out of or in any way connected or associated with CONTRACTOR'S work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR shall ensure that its activities on CITY or PCCB property will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe all applicable safety rules.

	Date	August 14, 2024
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 24-0912

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.