



BOARD MEETING

July 14, 2021

5:30 p.m.

**Easter Lake North Shore & Shelter #4
2830 Easter Lake Drive
Des Moines, IA 50320**

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Employee Introductions**
 Jenna Gatzke – Naturalist
- 4) **Financial Reports**
- 5) **Action on the Minutes of the Previous Meeting(s)**

CONSENT AGENDA

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

- 6) **Approving** bill list.
- 7) **Approving** amendments to the PCC Administrative Manual updating the Deferred Compensation and Part-Time/Seasonal Employees Compensation sections.
- 8) **Approving** the Capital Campaign and Execution Agreement with Funding Solutions Inc. President, Ellen Nelson, to raise \$3.2 million for the planned improvements to Easter Lake Park north shore for \$79,750.00.
- 9) **Authorizing** Director or his designee to enter into a Community Partner Agreement with KABOOM, Inc. for construction of a 2,500 square foot playground. – Conservation costs \$8,500.
- 10) **Approving** funding for the Yellow Banks shower house/restroom facility utility connections in an amount not to exceed \$55,000.00 and directing staff to continue to solicit quotes.
- 11) **Approving** and entering into a cooperative agreement with the Iowa Dept. of Transportation to share costs for soil testing at the Trails End Mitigation Bank site.
- 12) **Recommending** to the Polk County Board of Supervisors to approve a temporary easement to the City of Des Moines for the repair of a storm sewer on land known as the Great Western Trail.
- 13) **Awarding** bids to harvest prairie hay at Chichaqua Bottoms Greenbelt (CBG) on Units 1 (to Zach Smith - \$20 per ton), 2 (to Zach Smith - \$15 per ton), 3 and 4 and authorize the Director, or his representative, to sign the agreement(s) authorizing harvest.

ACTION ITEMS

- 14) **Authorizing** Director or his designee to enter into agreements with Grimes Asphalt and Paving Corporation for competitively bid projects through Polk County Public Works for park roads, trails and parking lots. Not to exceed \$135,140.96.

- 15) **Public Hearing approving** plans, specifications, form of contract documents, engineer's estimate, and designating lowest responsible bidder for the construction of the Jester Park RV Dump Station to Roger's Septic, LLC in a contract amount of \$231,933 plus a 10% contingency.
- 16) **Public Hearing approving** plans, specifications, form of contract documents, engineer's estimate and designating lowest responsible bidder for the Trail Resurfacing project to Grimes Asphalt and Paving Corp. in a contract amount not to exceed \$99,000.
- 17) **Public Hearing approving** plans, specifications, form of contract documents, engineer's estimate, and designating lowest responsible bidder for the construction of the Yellow Banks Park RV Campground Expansion to Elder Corporation in a contract amount of \$527,935.00 plus a 10% contingency.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

18) Land Acquisition

ADJOURNMENT

Upcoming Events

- July 24: Trails End Fourmile Creek Sweep, 9:00 AM, Mally's Park
- August 14: PCC Board Meeting, 5:30 PM, Yellow Banks Park

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

2020- 2021 Revenue Budget
- as of 06/30/21 (100.0% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 49,000	\$ 49,382	\$ (382)	100.8%
6006	Environmental Ed	\$ 88,700	\$ 105,293	\$ (16,593)	118.7%
6009	Natural Resources	\$ 162,400	\$ 188,458	\$ (26,058)	116.0%
6101	Administration	\$ 58,300	\$ 60,621	\$ (2,321)	104.0%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 161,000	\$ 197,216	\$ (36,216)	0.0%
6110	Parks Advocacy Unit	\$ 487,000	\$ 704,528	\$ (217,528)	144.7%
6118	Fleet Services	\$ 10,000	\$ 10,693	\$ (693)	
6119	Construction/Maint.	\$ -	\$ 1,550	\$ (1,550)	0.0%
6124	Equestrian Center	\$ 178,000	\$ 177,167	\$ 833	99.5%
Sub-Total - General Fund 1		\$ 1,194,400	\$ 1,494,908	\$ (300,508)	125.2%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 60,000	\$ 65,688	\$ (5,688)	0.0%
6126	Mitigation Banking	\$ -	\$ 12,920	\$ (12,920)	0.0%
6127	Miscellaneous	\$ 11,000	\$ 12,875	\$ (1,875)	117.0%
6128	Cabins	\$ 145,500	\$ 169,082	\$ (23,582)	116.2%
6129	Laurisden Skatepark	\$ 10,000	\$ 229	\$ 9,771	0.0%
Sub-Total - General Fund 6		\$ 226,500	\$ 260,794	\$ (34,294)	115.1%
REAP - Fund 26					
0211	Resource Enhancement	\$ 101,000	\$ 109,941	\$ (8,941)	108.9%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 504,000	\$ 642,609	\$ (138,609)	127.5%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 304,000	\$ 352,402	\$ (48,402)	115.9%
Sub-Total - Enterprises Fund 286		\$ 304,000	\$ 352,402	\$ (48,402)	115.9%
Grand Total - Conservation		\$ 2,329,900	\$ 2,860,654	\$ (530,754)	122.8%

2020 - 2021 Expense Budget
- as of 06/30/21 (100.0% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 420,000	\$ 390,273	\$ 29,727	92.9%
6006	Environmental Ed	\$ 673,552	\$ 597,752	\$ 75,800	88.7%
6009	Natural Resources	\$ 1,091,590	\$ 1,135,959	\$ (44,369)	104.1%
6101	Administration	\$ 1,062,650	\$ 1,098,330	\$ (35,680)	103.4%
6103	Community Outreach	\$ 201,580	\$ 186,595	\$ 14,985	92.6%
6104	Conservation Grants-2018 Flood	\$ 400,000	\$ 373,701	\$ 26,299	0.0%
6110	Parks Advocacy Unit	\$ 1,179,707	\$ 1,258,718	\$ (79,011)	106.7%
6118	Fleet Services	\$ 503,535	\$ 537,418	\$ (33,883)	106.7%
6119	Construction/Maint.	\$ 675,449	\$ 625,890	\$ 49,559	92.7%
6124	Equestrian Center	\$ 613,050	\$ 623,602	\$ (10,552)	101.7%
Sub-Total - General Fund 1		\$ 6,821,113	\$ 6,828,238	\$ (7,125)	100.1%
6125	JP Lodge	\$ 119,000	\$ 112,026	\$ 6,974	94.1%
6126	Mitigation Banking	\$ 0	\$ 0	\$ 0	0.0%
6127	Miscellaneous	\$ 12,000	\$ 14,067	\$ (2,067)	117.2%
6128	JP Cabins	\$ 60,371	\$ 64,123	\$ (3,752)	106.2%
6129	Laurisden Skatepark	\$ 100,000	\$ 105,703	\$ (5,703)	0.0%
Sub-Total - General Fund 6		\$ 291,371	\$ 295,919	\$ (4,548)	101.6%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,498,087	\$ 1,405,044	\$ 93,043	93.8%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 94,300	\$ 182,236	\$ (87,936)	193.3%
REAP - Fund 26					
0211	Resource Enhancement	\$ 107,069	\$ 2,671	\$ 104,398	2.5%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,892,610	\$ 2,811,165	\$ 81,445	97.2%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 325,000	\$ 385,315	\$ (60,315)	118.6%
Sub-Total - Enterprises Fund 286		\$ 325,000	\$ 385,315	\$ (60,315)	118.6%
Grand Total - Conservation		\$ 12,029,550	\$ 11,910,588	\$ 118,962	99.0%

PCWLL EXPENDITURES AS OF :

June 30, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKEN)	\$ 49,851	\$ 99,643	\$ -	\$ 865,150	\$ 94,142	\$ 175	\$ (809,974)	\$ 149,494	\$ (0)	DONE
C06-6134	CBG SHAW ACQUISITION	\$ 432,776	\$ -	\$ -	\$ -	\$ -	\$ 691,636	\$ (258,860)	\$ 432,776	\$ 0	DONE
C08-6142	JESTER PARK CABINS	\$ 687,625	\$ -	\$ -	\$ 687,625	\$ -	\$ -	\$ -	\$ 687,625	\$ 0	DONE
C11-6205	CVT CONN-BONDURANT TO NE 29TH	\$ 1,265,051	\$ 30,683	\$ -	\$ 1,954,413	\$ 131,607	\$ 7,262	\$ (797,548)	\$ 1,295,734	\$ (0)	DONE
C12-6213	CBG WELL REPLACEMENT	\$ 73,859	\$ -	\$ -	\$ 71,746	\$ 150	\$ 1,963	\$ -	\$ 73,859	\$ 0	DONE
C12-6214	CBG OBSERVATION DECK	\$ 89,040	\$ -	\$ -	\$ 77,840	\$ 11,200	\$ -	\$ -	\$ 89,040	\$ (0)	DONE
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 406,291	\$ 13,762	\$ -	\$ 420,053	\$ -	\$ -	\$ -	\$ 420,053	\$ (0)	DONE
C12-6219	EC IMPROVEMENTS	\$ 10,671	\$ -	\$ -	\$ 7,253	\$ 3,418	\$ -	\$ -	\$ 10,671	\$ 0	DONE
C12-6220	4-MILE CREEK WATERSHED	\$ 20,309	\$ -	\$ 1,077,061	\$ -	\$ 20,309	\$ -	\$ -	\$ 20,309	\$ 0	DONE
C12-6221	JP NATURE CENTER	\$ 363,349	\$ 3,636,651	\$ 1,000,000	\$ 8,077,560	\$ 2,073,148	\$ 510,936	\$ (4,242,785)	\$ 6,418,858	\$ (918,858)	\$ 25,480
C12-6222	CBG MASTER PLAN	\$ 87,000	\$ 484,185	\$ 303,709	\$ 201,148	\$ 369,249	\$ 1,560	\$ -	\$ 571,956	\$ (0)	
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,083,651	\$ -	\$ 189	\$ 903,781	\$ 176,108	\$ 3,951	\$ -	\$ 1,083,840	\$ 0	DONE
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 644,718	\$ 93,918	\$ -	\$ 1,066,959	\$ 216,221	\$ 15,457	\$ (560,000)	\$ 738,636	\$ (0)	DONE
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ 52,661	\$ 941,136	\$ 475,000	\$ 3,906,577	\$ 580,827	\$ 9,891	\$ (1,940,951)	\$ 2,556,344	\$ (0)	\$ -
C12-6226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 679,065	\$ 49,386	\$ -	\$ 769,399	\$ 136,036	\$ 23,016	\$ (200,000)	\$ 728,451	\$ 0	DONE
C12-6227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 121,175	\$ 1,364,205	\$ -	\$ 1,044,826	\$ 203,713	\$ 340,277	\$ (103,437)	\$ 1,485,380	\$ 0	DONE
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 382,911	\$ -	\$ -	\$ 336,945	\$ 30,450	\$ 15,516	\$ -	\$ 382,911	\$ (0)	DONE
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ 1,404	\$ 350	\$ -	\$ 11,554	\$ -	\$ -	\$ 11,554	\$ (0)	DONE
C12-6230	TM CAMP CREEK STABILIZATION	\$ 1,027,125	\$ 38,682	\$ -	\$ 867,694	\$ 198,000	\$ 113	\$ -	\$ 1,065,807	\$ (0)	DONE
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ 56,574	\$ 57,371	\$ 160,055	\$ 43,175	\$ 57,553	\$ 24,712	\$ (1,205)	\$ 124,236	\$ (0)	
C12-6232	YB PARK IMPROVEMENTS	\$ 55,797	\$ 626,772	\$ 500,000	\$ 431,876	\$ 188,649	\$ 162,691	\$ (209,981)	\$ 573,235	\$ 744,087	
C19-6323	YB SHOP BUILDING				\$ 79,758		\$ 5,490		\$ 85,247	\$ (70,113)	
C19-6338	YB CABINS	\$ -	\$ -	\$ -	\$ -	\$ 17,109	\$ 1,280	\$ -	\$ 18,389	\$ (18,389)	
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 33,720	\$ 126,863	\$ 491,282	\$ 121,539	\$ 20,500	\$ 8,052	\$ (3,002)	\$ 147,089	\$ 3,002	DONE
C12-6234	JP ENTRANCE RELOCATION	\$ 352,768	\$ 743,313	\$ -	\$ 946,670	\$ 122,707	\$ 37,197	\$ -	\$ 1,106,573	\$ 0	DONE
C12-6235	CBG WOOSLEY PROPERTY	\$ 2,200	\$ 516,683	\$ -	\$ -	\$ -	\$ 518,883	\$ -	\$ 518,883	\$ (0)	DONE
C12-6236	CBG MENDENHALL ACQUISITION	\$ 681,167	\$ -	\$ -	\$ -	\$ -	\$ 681,167	\$ -	\$ 681,167	\$ 0	DONE
C12-6237	CXT VAULT TOILETS	\$ 64,133	\$ 106,807	\$ 144,060	\$ -	\$ -	\$ 268,927	\$ -	\$ 268,927	\$ 46,073	
C12-6238	CBG WETLANDS/DRAINAGE RESTORATION	\$ 67,221	\$ 303,836	\$ 277,474	\$ 521,244	\$ 147,214	\$ 10,421	\$ (100,000)	\$ 578,878	\$ (41)	DONE
C12-6239	YB DAM REPAIRS	\$ 898,097	\$ -	\$ -	\$ 775,964	\$ 112,507	\$ 9,626	\$ -	\$ 898,097	\$ 0	DONE
C12-6240	BEAVER CREEK LAND ACQUISITION	\$ 93,469	\$ -	\$ -	\$ -	\$ 457	\$ 93,012	\$ -	\$ 93,469	\$ 0	DONE
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 200,237	\$ 615,221	\$ 829,542	\$ 1,143,130	\$ 8,219	\$ -	\$ -	\$ 1,151,349	\$ 483,159	
C12-6243	CAMP CREEK-MILLER/RIST LAND ACQUISITION	\$ 342,197	\$ 3,408	\$ -	\$ -	\$ -	\$ 345,605	\$ -	\$ 345,605	\$ -	DONE
C12-6244	CBG AIRPORT 16 ACQUISITION	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ 75,588	\$ -	\$ 75,588	\$ -	DONE
C12-6245	YB ALITZ PROPERTY ACQUISITION	\$ 298,950	\$ -	\$ -	\$ -	\$ -	\$ 298,950	\$ -	\$ 298,950	\$ 0	DONE
C12-6246	CBG FREELAND LAND ACQUISITION	\$ 204,437	\$ -	\$ -	\$ -	\$ -	\$ 204,437	\$ -	\$ 204,437	\$ -	DONE
C12-6247	CBG AIRPORT 60 LAND ACQUISITION	\$ 242,087	\$ (60,638)	\$ -	\$ -	\$ -	\$ 246,099	\$ (64,650)	\$ 181,449	\$ 0	DONE
C12-6248	CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200	\$ -	DONE

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June 30, 2021

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C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 49,882	\$ 77,804	\$ -	\$ 89,387	\$ 5,225	\$ 33,075	\$ -	\$ 127,686	\$ (0)	DONE
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 321,640	\$ 11,775	\$ -	\$ -	\$ -	\$ 333,415	\$ -	\$ 333,415	\$ -	DONE
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 339,492	\$ 330,508	\$ 100,000	\$ -	\$ 75,693	\$ 742,988	\$ (173,200)	\$ 645,482	\$ 125,247	
C13-6251	OVERALL PROGRAM MANAGEMENT	\$ 43,095	\$ (3,095)	\$ 20,000	\$ -	\$ 43,095	\$ -	\$ -	\$ 43,095	\$ 0	DONE
C13-6252	EL LODGE CONSTRUCTION	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C13-6253	TM ACCESSIBLE TRAIL AROUND POND	\$ 165,338	\$ -	\$ -	\$ 94,351	\$ -	\$ 70,987	\$ -	\$ 165,338	\$ (0)	DONE
C13-6254	TM OVERLIN PROPERTY ACQUISITION	\$ 74,257	\$ -	\$ -	\$ -	\$ -	\$ 74,257	\$ -	\$ 74,257	\$ -	DONE
C13-6255	MALLY'S STREAMBANK STABILIZATION	\$ 400	\$ (400)	\$ 400	\$ -	\$ 400	\$ 311	\$ -	\$ 711	\$ (0)	DONE
C13-6256	PCWLL PUBLIC AWARENESS	\$ 2,723	\$ (2,723)	\$ 11,797	\$ -	\$ -	\$ 31,797	\$ -	\$ 31,797	\$ 5,000	
C13-6258	NATURAL AREA RESTORATIONS	\$ 8,481	\$ 289,156	\$ 1,479,125	\$ -	\$ 6,068	\$ 729,520	\$ (25,000)	\$ 710,588	\$ 934,136	
C13-6259	JP ORWC	\$ 4,200	\$ (4,200)	\$ 4,200	\$ -	\$ 4,200	\$ 23,983	\$ -	\$ 28,183	\$ 0	DONE
C13-6261	ANKENY HTT EXTENSION TO DSM	\$ 908,585	\$ -	\$ -	\$ -	\$ -	\$ 3,073,585	\$ (2,165,000)	\$ 908,585	\$ 0	DONE
C13-6262	EL J.C. WHITE PROPERTY	\$ 187,685	\$ 8,913	\$ 1,050	\$ -	\$ -	\$ 289,857	\$ (92,209)	\$ 197,648	\$ (0)	DONE
C13-6263	CVT SPUR TO MALLY'S	\$ 1,100	\$ 150,837	\$ -	\$ 87,283	\$ 49,957	\$ 14,697	\$ -	\$ 151,937	\$ 0	DONE
C13-6265	YB BANE PROPERTY	\$ 238,750	\$ 24,374	\$ -	\$ -	\$ -	\$ 263,124	\$ -	\$ 263,124	\$ (0)	DONE
C14-6268	EL DIKES/DREDGING/WATER QUALITY	\$ 230,289	\$ 2,364,456	\$ 255	\$ 6,530,936	\$ 1,136,944	\$ 486,867	\$ (4,478,758)	\$ 3,675,988	\$ (0)	
C14-6269	FDSM CLASSROOM	\$ 12,873	\$ (12,873)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DONE
C14-6270	EL COVERED BRIDGE IMPROVEMENTS	\$ 62,714	\$ -	\$ -	\$ 56,920	\$ -	\$ 5,794	\$ -	\$ 62,714	\$ 0	DONE
C14-6271	CBG KAL-DEN FARMS PROPERTY (SWAN LAKE)	\$ 100,090	\$ (20,000)	\$ -	\$ -	\$ -	\$ 143,590	\$ (63,500)	\$ 80,090	\$ 0	DONE
C14-6272	EL RAIN GARDENS	\$ 15,379	\$ (8,983)	\$ -	\$ -	\$ -	\$ 28,874	\$ (22,478)	\$ 6,396	\$ (0)	DONE
C14-6274	CONSERVATION CORPS	\$ 48,898	\$ 152,702	\$ 483,238	\$ -	\$ -	\$ 816,004	\$ -	\$ 816,004	\$ 0	
C14-6275	GWT-BILL RILEY TRAIL	\$ 22,672	\$ 160,641	\$ -	\$ 138,984	\$ 44,285	\$ 44	\$ -	\$ 183,313	\$ 0	DONE
C14-6276	CBG SMITH PROPERTY	\$ 34,687	\$ 124,738	\$ -	\$ -	\$ -	\$ 159,425	\$ -	\$ 159,425	\$ -	DONE
C15-6277	WATER QUALITY	\$ -	\$ -	\$ 1,033,079	\$ -	\$ 65,527	\$ 1,587,804	\$ (20,000)	\$ 1,633,331	\$ (29,364)	\$ 100,000
C15-6278	CBG HALE POND REPAIR	\$ -	\$ 37,051	\$ -	\$ 36,825	\$ 226	\$ -	\$ -	\$ 37,051	\$ -	DONE
C15-6279	DNR WATER REC ACCESS GRANT-FDM	\$ -	\$ 7,105	\$ 45	\$ -	\$ -	\$ 28,600	\$ (21,450)	\$ 7,150	\$ -	DONE
C15-6281	TM STROSAHL	\$ -	\$ 360,475	\$ -	\$ -	\$ -	\$ 360,475	\$ -	\$ 360,475	\$ -	DONE
C16-6282	4-MILE CREEK MASTER PLAN	\$ -	\$ -	\$ 62,000	\$ -	\$ 62,000	\$ 1,407	\$ -	\$ 63,407	\$ 0	DONE
C16-6283	TM MURRAY PROPERTY	\$ -	\$ 211,045	\$ -	\$ -	\$ -	\$ 246,045	\$ (35,000)	\$ 211,045	\$ -	DONE
C16-6284	YB MILLER PROPERTY	\$ -	\$ 2,655	\$ 700	\$ -	\$ -	\$ 3,355	\$ -	\$ 3,355	\$ -	DONE
C16-6285	CBG KIMBERLY FARMS PROPERTY	\$ -	\$ 500	\$ -	\$ -	\$ 6,238	\$ 4,500	\$ (64,000)	\$ (53,262)	\$ 53,762	DONE
C16-6286	EL DELANEY PROPERTY	\$ -	\$ 5,122	\$ -	\$ -	\$ -	\$ 5,122	\$ -	\$ 5,122	\$ -	DONE
C16-6287	EC MASTER PLAN IMPROVEMENTS	\$ -	\$ 500,000	\$ 17,866	\$ 468,119	\$ 2,526	\$ 47,221	\$ -	\$ 517,866	\$ 0	DONE
C16-6288	EL CHURCH PROPERTY	\$ -	\$ 35,615	\$ 92,019	\$ -	\$ -	\$ 127,634	\$ -	\$ 127,634	\$ -	DONE
C17-6289	4-MILE WILSON PROPERTY	\$ -	\$ 52,792	\$ -	\$ -	\$ -	\$ 52,792	\$ -	\$ 52,792	\$ -	DONE
C17-6290	CG CLUBHOUSE RENOVATIONS	\$ -	\$ 8,829	\$ 391,171	\$ 325,288	\$ 68,279	\$ 6,433	\$ -	\$ 400,000	\$ -	
C17-6291	4-MILE BAIN PROPERTY	\$ -	\$ 336,054	\$ 210,989	\$ -	\$ -	\$ 547,043	\$ -	\$ 547,043	\$ 0	DONE
C17-6292	CBG MORGAN PROPERTY	\$ -	\$ 372,200	\$ -	\$ -	\$ -	\$ 372,200	\$ -	\$ 372,200	\$ -	DONE

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C17-6293	4-MILE TRAILS END PROPERTY	\$ -	\$ 3,500	\$ 1,311,550	\$ -	\$ -	\$ 1,315,050	\$ -	\$ 1,315,050	\$ (0)	DONE
C17-6295	CVT CONN-NE 29TH TO BROADWAY	\$ -	\$ 83,885	\$ 429,000	\$ 302,302	\$ 131,525	\$ -	\$ -	\$ 433,827	\$ 0	
C17-6296	BEAVER CREEK WATERSHED IMPROVEMENTS	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	DONE
C17-6297	CBG-DYKSTRA PROPERTY	\$ -	\$ -	\$ 335,368	\$ -	\$ 21,297	\$ 590,416	\$ (268,033)	\$ 343,680	\$ 0	DONE
C17-6298	CBG-VEASMAN PROPERTY	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ -	DONE
C17-6299	CBG-K KIMBERLY PROPERTY	\$ -	\$ -	\$ 592,623	\$ -	\$ -	\$ 594,851	\$ (232,102)	\$ 362,749	\$ 232,102	DONE
C18-6302	WETLAND BANKING	\$ -	\$ -	\$ 80,573	\$ -	\$ 140,341	\$ 158,520	\$ -	\$ 298,861	\$ 0	
C18-6303	CBG-PROPERTY 18	\$ -	\$ -	\$ 950	\$ -	\$ -	\$ 950	\$ -	\$ 950	\$ -	DONE
C18-6304	4-MILE O'MARA PROPERTY	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,400	\$ -	DONE
C18-6305	YB PORTER PROPERTY	\$ -	\$ -	\$ 151,181	\$ -	\$ -	\$ 151,519	\$ -	\$ 151,519	\$ 0	DONE
C18-6306	YB JACK MILLER PROPERTY	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	DONE
C18-6307	EL HAGER PROPERTY	\$ -	\$ 505,316	\$ -	\$ -	\$ -	\$ 505,316	\$ -	\$ 505,316	\$ -	DONE
C18-6309	EAGLE ROOST GOODHUE	\$ -	\$ 2,421	\$ 79	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	DONE
C18-6310	EAGLE ROOST JOHNSON	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ -	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ 16,945	\$ -	\$ 4,317	\$ 56,147	\$ -	\$ 60,464	\$ 19,448	
C18-6313	EASTER LAKE CAMPGROUND	\$ -	\$ 4,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C18-6314	JESTER PARK LODGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851)	\$ -	\$ (851)	\$ (0)	
C19-6318	NR SHOP	\$ -	\$ -	\$ 2,000,000	\$ 1,840,778	\$ 11,293	\$ 232,759	\$ -	\$ 2,084,830	\$ (84,830)	
C19-6319	CBG - RANGER HOUSE	\$ -	\$ -	\$ -	\$ 287,149	\$ -	\$ 32,265	\$ -	\$ 319,414	\$ (16,476)	
C19-6320	T2T BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C19-6324	4-MILE GREENWAY RESTORATION	\$ -	\$ -	\$ 14,634	\$ 6,048	\$ 19,204	\$ 1,460	\$ -	\$ 26,712	\$ 0	
C19-6325	CBG-SPRAGUE PROPERTY	\$ -	\$ -	\$ 116,099	\$ -	\$ 338	\$ 115,761	\$ -	\$ 116,099	\$ (0)	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ 9,567	\$ 28,480	\$ -	\$ 38,047	\$ 349,520	
C19-6328	MALLY'S WILLIAMSON	\$ -	\$ -	\$ 120,913	\$ -	\$ -	\$ 120,913	\$ -	\$ 120,913	\$ -	
C19-6330	YB - DEBOEF PROPERTY	\$ -	\$ -	\$ 57,836	\$ -	\$ -	\$ 57,836	\$ -	\$ 57,836	\$ 0	
C19-6331	YB- DEATON	\$ -	\$ -	\$ 59,804	\$ -	\$ -	\$ 60,176	\$ -	\$ 60,176	\$ 0	
C19-6334	CBG LANE PROPERTY	\$ -	\$ -	\$ 568,705	\$ -	\$ 862	\$ 580,042	\$ (53,381)	\$ 527,523	\$ 41,182	
C19-6337	JP BIOCELLS	\$ -	\$ -	\$ -	\$ 24,129	\$ -	\$ 19,020	\$ -	\$ 43,149	\$ (0)	
C20-6341	CBG/DAN MILLER PROPERTY	\$ -	\$ -	\$ 204,898	\$ -	\$ -	\$ 204,898	\$ -	\$ 204,898	\$ 0	
C20-6342	YB/PUJA PROPERTY	\$ -	\$ -	\$ 10,224	\$ -	\$ -	\$ 10,224	\$ -	\$ 10,224	\$ -	
C20-6343	4-MILE/SLEEP HOLLOW	\$ -	\$ -	\$ 236,216	\$ -	\$ -	\$ 236,216	\$ -	\$ 236,216	\$ -	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 2,652	\$ -	\$ -	\$ 2,652	\$ -	\$ 2,652	\$ -	
C20-6346	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C20-6349	COPPER CREEK	\$ -	\$ -	\$ 299,030	\$ -	\$ -	\$ 299,030	\$ -	\$ 299,030	\$ -	

PCWLL EXPENDITURES AS OF :

June 30, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
LAND ACQ.	LAND ACQUISITIONS	\$ -	\$ -	\$ 4,181,964	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,306,241	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6332	4-MILE GREINER PROPERTY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200		\$ 2,200	\$ (2,200)	
C19-6333	ADELPHI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6335	BEAVER CREEK - SWAICH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800		\$ 1,800	\$ (1,800)	
		\$ 14,030,000	\$ 15,972,072	\$ 20,364,300	\$ 35,610,823	\$ 6,840,451	\$ 20,720,713	\$ (17,006,505)	\$ 46,165,483	\$ 4,200,889	\$ 125,480

Polk County Conservation Board
5:30 p.m. – **Natural Resources Headquarters**
11204 NE 118th Ave
Maxwell, Iowa 50161

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met via Zoom Meeting for regular session on Wednesday, June 9, 2021. The meeting was called to order at 5:33 p.m.

- #21-0601 Roll Call
Members Present: Crane, Cataldo, Lewis, Mollenhauer
Members Absent: Altringer
- #21-0602 Public Comments
- #21-0603 Employee Introductions
Julie Perreault – Volunteer Coordinator
- #21-0604 Financial Reports
- #21-0605 **MOVED BY Mollenhauer**, to approve the May 12, 2021 meeting minutes.
Vote Yea: Crane, Cataldo, Lewis, Mollenhauer
Members Absent: Altringer

CONSENT AGENDA

- #21-0606 **Approving** bill list.
- #21-0607 **Recommending** to the Polk County Board of Supervisors to approve a land trade between Polk County Conservation and the City of West Des Moines on land known as the Great Western Trail.
- #21-0608 **Approving** contract with RW Excavating Solutions for the renovation of Thomas Mitchell Parking Lot in the amount of \$18,052.50 with a 10% contingency.
- #21-0609 **Recommending** to the Polk County Board of Supervisors to approve the Muchikinock Creek Trunk Sewer Easement to the City of Altoona for the construction of a sanitary sewer line on land known as the Trails End Mitigation Bank.

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

ACTION ITEMS

#21-0610 **Approving** the grant application for the Iowa Department of Transportation's State Recreational Trails Program.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 21-0610.

Vote Yea: Mollenhauer, Crane, Lewis, Cataldo

Members Absent: Altringer

#21-0611 **Requesting** that the Polk County Board of Supervisors place a \$65.0 million Polk County Water and Land Legacy general obligation bond on the November 2, 2021 regular city and school election ballot and approving recommended ballot language.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 21-0611.

Vote Yea: Cataldo, Crane, Mollenhauer, Lewis

Members Absent: Altringer

#21-0612 **Approving** Polk County Conservation's participation in the Central Iowa Water Trails Governance Committee and committing Conservation's portion per the formula within the 28E Agreement establishing said committee – est. \$87,000 annually.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 21-0612.

Vote Yea: Mollenhauer, Lewis, Crane, Cataldo

Members Absent: Altringer

BOARD DISCUSSION

Director's Remarks

- PCC Equestrian Center has opened up trail ride reservations online and has 196 trail rides already booked!
- July PCC Board Meeting will be at Easter Lake Park

Deputy Director: Easter Lake North Shore Improvement Feasibility Study is done – final report should be released at end of June/beginning of July. Fundraising should begin hopefully in Aug/Sept 2021.

- It was asked if there were any other resident complaints submitted for Easter Lake North Shore work that is currently being done...responded that no additional complaints have been received since informational mailing went out to residents.

Board & Chair Remarks

None at this time

CLOSED SESSION

#21-0613 Moved by **Cataldo** 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.

Vote Yea: Cataldo, Lewis, Crane, Mollenhauer

Members Absent: Altringer

Closed Session Attendees: Katie Stoklasa, Rich Leopold, Jim Cataldo, Pam Mollenhauer, Ryan Crane, Cassie Cook, Kate Clark, Greg Lewis, Natalie McFarlane, Adam Fendrick

Action on closed session:

Moved by **_Mollenhauer_** to return to open session.

Vote Yea: Crane, Lewis, Cataldo, Mollenhauer

Members Absent: Altringer

Adjournment

Meeting adjourned at 7:23 p.m.



Date

July 14, 2021

Item No.

CONSENT

Roll Call No.

21-0707

Submitted by:

Katie Stoklasa

Administrative Supervisor

AGENDA HEADING:

Approving amendments to the PCC Administrative Manual updating the Deferred Compensation and Part-Time/Seasonal Employees Compensation sections.

INFORMATION:

The Polk County Human Resources Department released an update to the Deferred Compensation policy stating that effective July 1, the County shall contribute \$1.00 for each \$2.00 contributed by the Employee up to a maximum of 3% of the Employee's base wages. All participants must contribute to an active provider in order to continue to have payroll deductions made and to receive matching funds.

Staff is recommending that we adopt this amendment to the County's Deferred Compensation policy and update our Administrative Manual to reflect this change. The updated policy section is attached to this communication.

Additionally, upon discussions with the County's Human Resources Department regarding an increase to the PT Cabin Attendant wage, it was determined that the following verbiage from the Polk County Conservation Bylaws needed to be included in the PCC Administrative Manual.

"The Director is authorized to employ and establish hourly wage rates for seasonal/intermittent employees as set forth in the Conservation Board's budget."

Staff is recommending that we add this verbiage to the Part-Time Employees text in the Compensation section of our PCC Administrative Manual. The updated policy section has been updated to reflect this addition.

FISCAL IMPACT: None

Amount:

Funding Source: Employer match comes from Polk County's general fund.

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving amendments to the PCC Administrative Manual updating the Deferred Compensation and Part-Time/Seasonal Employees Compensation sections.

Deferred Compensation Program – Effective July 1, 2021

~~All employees receiving benefits are eligible to participate in Polk County's Deferred Compensation Program. This program offers employees an additional opportunity to save for retirement.~~

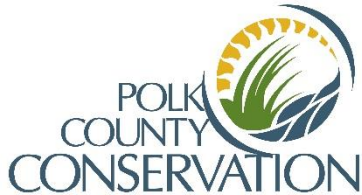
~~The County shall contribute \$1.00 for each \$2.00 contributed by the Employee up to a maximum of \$60.00 per month or 1% of base wages, whichever is greater. All participants must contribute to an active provider in order to continue to have payroll deductions made and to receive matching funds.~~

All Excluded employees are eligible to participate in Polk County's Deferred Compensation Program. This program offers employees an additional opportunity to save for retirement.

The County shall contribute \$1.00 for each \$2.00 contributed by the Employee up to a maximum of 3% of the Employee's base wages. All participants must contribute to an active provider in order to continue to have payroll deductions made and to receive matching funds.

Part-Time Employees

Part-time and seasonal employees' pay rate is the hourly rate as designated per their class code. (Appendix #2 – Part-Time/Seasonal Pay Scale). The Director is authorized to employ and establish hourly wage rates for seasonal/intermittent employees as set forth in the Conservation Board's budget. Pay raises shall be available to returning employees that received a favorable end of season evaluation or at one calendar year of employment (annually).

**Date**

July 14, 2021

Item No. **CONSENT**
Roll Call No. **21-0708**
Submitted by: **Douglas C. Romig**
 Deputy Director

AGENDA HEADING:

Approving the Capital Campaign and Execution Agreement with Funding Solutions Inc. President, Ellen Nelson, to raise \$3.2 million for the planned improvements to Easter Lake Park north shore for \$79,750.00.

INFORMATION:

Staff have been working with Des Moines Rowing to improve the north shore of Easter Lake Park. Plans include: construction of a rowing building to support their para-rowing, juniors and novice programs, constructing an in-lake boathouse for storage and use of a pontoon boat being donated by the Great Outdoors Foundation to provide in-lake fishing opportunities for individuals with disabilities, replacement of the aging bathhouse and restrooms with a four-season shelter servicing beach and boat rental patrons and construction of a nature playscape.

On November 13, 2019, by Roll Call No. 19-1106, the Conservation Board approved entering into a fundraising feasibility study with Funding Solutions President, Ellen Nelson. Ric Jurgens and Robert Meyer agreed to Co-chair the feasibility study. Three small group meetings were held and then follow-up was conducted with 39 individual interviews to complete the study. The results of this effort concluded that Polk County Conservation and Des Moines Rowing should pursue a \$3.2 million capital campaign. A key element of this project is the intent to incorporate universal design in the Easter Lake North Shore improvements.

The Des Moines Rowing Club has agreed to create the fundraising committee and lead this effort with support of Funding Solutions and Polk County Conservation. Ellen Nelson, Funding Solutions, Inc. has submitted a three-phase fundraising Capital Campaign and Execution Agreement with Polk County Conservation to begin this effort in July 2021 with a goal to complete the campaign by April, 2022 (10-months).

The total project costs are estimated at \$4.2 million with the goal for Polk County, Polk County Conservation, and Des Moines Rowing members to contribute \$1.0 million. The costs associated for the fundraising campaign agreement along with the associated costs for our non-profit fiscal agent have been incorporated into the \$3.2 million capital campaign as a portion of the overall campaign effort.

FISCAL IMPACT:

Amount:

\$72,500 Estimated cost (10-month campaign)

\$ 7,250 10% contingency**\$79,750 Total estimated costs**

Source: Bond reimbursed from capital campaign private funding sources.

PREVIOUS BOARD ACTION(S):

Date: November 13, 2019

Roll Call: 19-1106 **(4 Yea; 1 Absent)**

Action: Approving proposal from Funding Solutions, Ellen Nelson, President, to complete a fundraising feasibility study for the planned improvements to Easter Lake Park north shore for \$15,000 and authorize staff to execute agreement.

Date: October 9, 2019

Roll Call: Directors Remarks

Action: Consensus to move forward with project

RECOMMENDATION:

Approving the Capital Campaign and Execution Agreement with Funding Solutions President, Ellen Nelson, to raise \$3.2 million for the planned improvements to Easter Lake Park north shore for \$79,750.00 and authorize staff to execute agreement.

Polk County Conservation

Agreement and Contract

Capital Campaign Management & Execution with Polk County Conservation

Easter Lake North Shore Development A Collaborative Project between Polk County Conservation and Des Moines Rowing

Presented to: Doug Romig, Deputy Director

Presented by

Funding Solutions, Inc. – Ellen K. Nelson, President
7065 Brookview Drive, Urbandale, IA 50322
515.778.7907
eknelson98@aol.com

June 28, 2021

Phase One-Pre-Campaign Preparation:

Deliverables: Determine fundraising strategies based on the feasibility study, develop with staff comprehensive campaign timeline, direct lead staff and key leadership on recruitment of Capital Campaign Leadership Team for Quiet Phase of Campaign and Public Phase, work with top leaders on cultivation of Quiet Phase major donor prospects, strategies on top 50-100 top donors, work with Polk County Conservation (PCC) staff to determine campaign materials, help prepare for and assist in leading Capital Campaign Leadership meetings. Provide guidance on Naming Opportunities. Help develop a plan with key staff and volunteer leaders to solicit Capital Campaign Leadership Team. **Timeline: Begin July 1, 2021. Some tasks will conclude late summer 2021 others are ongoing in Phase Two.**

Tasks to be performed:

- Review with lead staff the feasibility study report including recommended strategies.
- Assist with implementation of Study strategies that will bring overall success.
- Discuss with leaders Study recommendations as they relate to the future of DSM Rowing and a successful partnership with PCC.
- Work with staff to develop a comprehensive capital campaign timeline including the planning/cultivation phase, solicitation phase for initial Quiet Phase and Public Phase of the campaign.
- Review top prospects from the feasibility study and work with key staff on a plan for cultivation.
- Attend cultivation meetings where FSI might be a peer and/or can be of help in dialogue that leads to securing commitments.
- Review the current *case for fundraising support* of the Easter Lake North Shore Development (ELNS) project including ideas from feasibility study to make it stronger.
- Review of current and potential volunteer leadership to determine campaign involvement including Co-Chairs and Capital Campaign Leadership Team. Provide volunteer position descriptions and recruitment strategies. Recommendations and implementation of volunteer strategies for involvement will lead to overall capital campaign success.
- Discuss fundraising operations that Great Outdoors Foundation (GOF) will handle for PCC/ELNS Campaign to ensure operating procedures for campaign gift receipting, acknowledgement and stewardship are in place that mirror *best practices of fundraising* and reflect well on PCC.
- Help determine with leadership the top 50-100 donors and strategies for Quiet Phase and eventually Public Phase of Campaign.
- Continue to provide knowledge of other fundraising constituencies including grants, corporations/foundations, individuals, and government funding.
- Prepare and attend regular meetings with PCC staff and initially leaders of DSM Rowing to ensure communication, deadlines towards campaign success. Note: PCC will be the manager of the relationship/partnership with DSM Rowing including ongoing communication including deadlines and responsibilities during the preparation and implementation of the campaign.
- Work with Administrative Staff at PCC to understand the details of a data base system to manage prospects for the campaign and the management as it relates to keeping the volunteer structure aware of details and information to succeed in their roles.

- Assist in the design of a plan to solicit Capital Campaign Leadership Team members.
- Work with staff as needed to develop Naming Opportunities that reflect the gift chart that represents a goal of \$3.2 million.
- Provide recommendations to PCC staff when needed on a visibility plan that will create overall community awareness of the collaborative campaign and partnership between Des Moines Rowing and Polk County Conservation.
- Review any communication pieces or branding related to the Campaign and provide recommendations.
- Assist as needed with PCC staff on special events surrounding the Campaign including round tables and/or public events.

Phase Two: Campaign Management and Execution:

Deliverables: Continue to assess materials and provide guidance on development of campaign materials as needed, develop meeting agendas with staff and Campaign Chairs for campaign team meetings, continue to qualify top 50-100 donors, lead gift charting process with key leaders, develop and train staff and volunteer leaders on making successful fundraising asks, prepare face to face visit outlines for staff and volunteers seeing prospects, track monetary progress of Campaign with key staff and key volunteer leaders, assist and play a lead role when needed with special events, attend cultivation visits where FSI can be an asset and no conflict arises. Collaborate with lead staff on grant writing services for prospects that are deemed as solid prospects for the project. Provide confidential prospect research as needed and in collaboration with a contractor of Funding Solutions.

Timeline, Begin Phase Two: Projected to begin September 2021 conclude end of first quarter 2023.

Note: Solicitation phase of the Campaign projected by Funding Solutions and PCC is forecasted to run through January of 2023 with pledges to be paid over a three-five year period.

Tasks to be performed:

- Assist the Campaign Chair(s) and lead staff with developing meeting of Leadership team regular agendas. Be an integral leader at meetings of the Capital Campaign Leadership Team.
- Lead, educate and assist key staff, board members and the Capital Campaign Leadership Team on the process of Capital Campaign work and their roles.
- Continue to work monitor gift acknowledgements, pledge receipting as it pertains to attaining campaign goals and the role of GOF.
- Work with lead staff and provide some training and ongoing facilitation for the administrative support person(s) who will maintain fundraising data base, input gifts and pledges, monitor and provide reports regarding campaign gifts and pledges for Campaign Leadership Team.
- Ongoing from Phase One, work with key staff members to continue to develop appropriate campaign materials. Help determine audiences and campaign messaging for specific audiences.
- Continue to research and qualify top 50-100 lead donors with the Committee.
 - Lead a gift charting process with Campaign leaders.
 - Provide a “how to make ask session” to all volunteer solicitors and lead staff.

- Provide personal visit strategies and pertinent research per prospect that will lead to campaign success. “More than 90% of success in making the philanthropic ask is what you do ahead to prepare for the visit.”
- Ongoing from Phase One, collaborate and work with lead staff on research and determine possible corporations, foundations and individuals who will have an interest in the Conservation Center project.
- Prepare and attend regular meetings with PCC staff to ensure communication, deadlines towards campaign success.
- Collaborate with lead staff on grant writing services for those prospects which require applications and are deemed as solid grant prospects for the project.
- Track progress of the Campaign Team’s calls with key staff, solicitations and Campaign benchmarks towards achieving the Campaign goal.
- Ongoing, assist and have a lead role when needed with any special events surrounding the Campaign including round tables and/or public events.
- Attend cultivation meetings where FSI might be a peer and/or can be of help in dialogue that leads to securing commitments.

FSI will review the elements of this agreement with PCC staff in early July 2021. This agreement reflects Funding Solutions loyalty to best practice in fundraising and success in capital campaign work which includes volunteer leaders working in tandem with staff leadership on making face to face asks for the large major gifts first aka as the Quiet Phase. The necessary timeline for selection and recruitment of the Capital Campaign Leadership Team will be critical to getting the Campaign launched in important and successful ways. This period of recruitment and understanding of the project by the Campaign Committee will be important to a successful solicitation process. An initial task is to determine who will sit on the Committee and that they have the following key elements: passion for the project and the need to see it to completion, the time to help, and they are not afraid to ask for money and/or can be “coached” to successfully ask. The active solicitation phase for campaign is projected to be completed in January 2023 and will rely heavily on time, diligence and collaboration between staff, volunteer leaders and campaign counsel.

Phase Three: Campaign Clean Up and Future Recommendations:

Deliverables: Provide leadership and direction on closing out the campaign. Provide recommendations for donor stewardship and staffing after the Campaign. **Timeline, Phase Three: Early 2023 and complete by April 30, 2023.**

**Phase three projected timeline of first quarter of 2023 will be dependent on campaign progress and achievement of monetary goals in the projected time frame.*

Tasks to be performed:

- FSI will provide leadership and direction on closing out the campaign and provide recommendations through discussions with appropriate leaders for donor stewardship, staffing related to after the capital campaign.

Funding Solutions Mission

To provide fundraising consulting, project management and training services to not-for-profits as we assist them in expanding their philanthropic gifts and developing their boards and staff.

Working Principles

- To conduct ourselves in an honest and fair manner with our customers.
- To work with organizations who have appropriate staff and leadership in place to help carry out the work.
- To conduct an analysis phase before working with a not-for-profit, to more accurately outline the appropriate products and price the work fairly
- We will not accept any form of a gift while doing a paid job.

FUNDING SOLUTIONS – FEE SCHEDULE

July 1, 2021

Three phases including campaign preparation and implementation including staff and volunteer leader driven methodology, strategies for solicitation, committee leadership, after campaign recommendations and next steps to continued fundraising.

Fee: \$7,250, per month, beginning July 1, 2021 and projected to conclude April 2023. All outlined deliverables in this Agreement to be completed.

The cost includes the expertise, time and leadership of FSI, President, Ellen Nelson.

Prospect Research will be ordered through Funding Solutions to be completed by an outside contractor of FSI. PCC will be billed monthly for research profiles that are completed. Any other contracted services under FSI depending on quantity of time and expertise may be of more expense to PCC and will be discussed prior to FSI engaging contractors outside of prospect research.

Mileage for routine travel related to client work in Polk County, meals and misc. related to the client work are included in the costs.

Printing of any marketing materials related to the Campaign will be incurred by PCC.

Fee Arrangements: Invoices are emailed by FSI to PCC staff leader; Doug Romig, Deputy Director, Polk County Conservation within the first five business days of each month and are payable to FSI within 10 business days.

Either party may terminate contract with notice of 30 working days. FSI will be paid for all completed and satisfactory work up to the point of termination.

This project proposal/contract is approved by:

Doug Romig, Deputy Director
Polk County Conservation
12130 NW 128th Street
Granger, IA 50109

Ellen K. Nelson, President
Funding Solutions, Inc.
7065 Brookview Drive
Urbandale, IA 50322

Date _____

Date _____

**Date**

July 14, 2021

Item No.**CONSENT****Roll Call No.****21-0709****Submitted by:****Douglas C. Romig
Deputy Director****AGENDA HEADING:**

Authorizing Director or his designee to enter into a Community Partner Agreement with KABOOM, Inc. for construction of a 2,500 square foot playground. – Conservation costs \$8,500.

INFORMATION:

Polk County Conservation was contacted by Community Foundation of Greater Des Moines indicating that a local donor wanted to install a KABOOM playground within Polk County reaching low/moderate income households and Black, Indigenous and People of Color (BIPOC). In speaking with the representatives from KABOOM, Inc. they will provide a project manager, lead the community playground design effort, and coordinate construction.

Polk County Conservation will be required to contribute approximately \$8,500 towards the cost of the equipment, prepare the site for construction, assist with coordinating volunteers, and provide some equipment for the installation.

Currently, staff is looking at Easter Lake, Fort Des Moines, and a Conservation-managed playground at the Norwoodville Community Center as potential locations. If selected, KABOOM, Inc. would like to have the playground installed by October 2021.

FISCAL IMPACT:

Amount: \$8,500 Estimated cost

Source: REAP

PREVIOUS BOARD ACTION(S): None

Date:

Roll Call:

Action:

RECOMMENDATION:

Authorizing Director or his designee to enter into a Community Partner Agreement with KABOOM, Inc. for construction of a 2,500 square foot playground. – Conservation costs \$8,500.



COMMUNITY PARTNER AGREEMENT

July 9, 2021

KABOOM!, Inc. (referred to herein as KABOOM!) is pleased that «CP» (referred to herein as the Community Partner) has agreed to collaborate with KABOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playspace at «Site_Name», «Site_Address», «City», «State» «Zip» (the "Project"). This Community Partner Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KABOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KABOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$«Contribution» to KABOOM!, which will apply the funds directly to the purchase of the equipment. KABOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Week (as defined below).
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KABOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playspace in its entirety, for the lifetime of the product, including the equipment and/or safety surfacing at the time purchased by KABOOM! and/or the Funding Partner.
 - (ii) Permits. Prior to Build Week, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playspace in compliance with applicable laws and regulations.
 - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) preparing the site for the installation of the Project at least two weeks before Build Week, which may include removing existing equipment, footers and safety surfacing, grading the land, repairing existing surfacing, removing fencing and performing soil tests; (2) conducting up to two (2) utility checks as reasonably requested by KABOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KABOOM! community build manager who shall supervise the planning and installation of the equipment (the "Community Build Manager"); and (3) conducting up to two (2) soil site tests as reasonably requested by KABOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Community Build Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well-being of the adults and children from the beginning of the preparation activities until the conclusion of Build Week, including any postponement. This includes designating a Community Partner staff member or volunteer to serve as the safety leader onsite. This safety leader will register volunteers, ensure they have signed waivers, ensure they wear required cloth face coverings, and ask that they leave the project site exhibiting symptoms of illness and post signage for the project from the CDC. (sample signage: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs-11x17-en.pdf>)

- (v) Maintenance. Maintenance of the facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KABOOM! during the Project planning process to develop a maintenance program (a copy of which has been provided) for the play equipment and, with the support of the property owner (if owner is a separate party), shall maintain the equipment and the property before and after the Build Week to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KABOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such equipment available to children in the same manner contemplated as of the Build Week and maintain (or permit the Community Partner to maintain) such play equipment in accordance with the maintenance program. In addition, if applicable, the Community Partner shall accept and maintain engineered wood fiber as play equipment safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playspace. Guidance and materials for the purpose of developing a maintenance plan for the playspace are available, upon request, from the play equipment and safety surfacing manufacturers.
- (c) Playspace Design. In the event, Public Health guidelines and public health conditions permit public gatherings the Community Partner agrees to host a KABOOM!-facilitated "Playspace Design" events with at least twenty (20) adult volunteers and twenty (20) youth. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- In the event, Public Health guidelines and public health conditions do not permit or preclude public gatherings, the Community Partner agrees to participate in KABOOM!-facilitated Playspace Design events remotely and virtually. The Community Partner will recruit at least twenty (20) adult volunteers and twenty (20) youth. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Week. The Community Partner shall recruit forty (40) adult volunteers to participate in preparation activities for the four days of Build Week with approximately 10-30 volunteers needed per day from the community to participate in a four-day installation event for the Project, which is scheduled to occur from «Build Week dates» and which is referred to herein as the Build Week. The Community Partner shall ensure that all volunteers sign a waiver (a copy of which has been provided). Throughout the Build Week, the Community Partner shall provide snacks, water, tools, dumpsters, music, hand washing and/or hand sanitizing facilities and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KABOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KABOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KABOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KABOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KABOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KABOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KABOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KABOOM! and the Funding Partner to be displayed on permanent signage (a copy of which has been provided), and shall be no greater than 19 ½ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location. If applicable, the Community Partner shall allow individual instructional signs to accompany the equipment.

- (g) Costs. The Community Partner is solely responsible for and shall hold KABOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KABOOM!.
- (h) Warranty. The equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers (a copy of which has been provided). The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KABOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.
- (i) Insurance. The Community Partner (or such other appropriate entity to which KABOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Week and through the first anniversary of the Build Week, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the equipment) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KABOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KABOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KABOOM! and the Funding Partner and which policy shall provide that KABOOM! and the Funding Partner is given at least thirty (30) days prior written notice of any change or cancellation of coverage.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KABOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any play property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KABOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KABOOM! within 2 weeks from the Build Week and a 6-month survey provided by KABOOM! within 7 months from the Build Week.
- (l) Code of Conduct. The Community Partner agrees to comply with the build site rules (a copy of which has been provided). The Community Partner shall allow the build site rules to be displayed on site and communicate and enforce the build site rules for all participants in the Project's Design Day and Build Week events.

2. Obligations of KABOOM!

- (a) Project. KABOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) On the behalf of and in collaboration with the Community Partner, KABOOM! manage construction logistics for the Project, coordinate site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary small hand tools and materials and other general supplies are

available on the Build Week. Lead the Build Week activities, including the coordination of Build Week volunteers.

(iii) Make available certain educational and promotional materials related to the Project.

- (b) Inspection. KABOOM!, in collaboration with the Community Partner, will secure an Installation Supervisor to review the structure at the conclusion of the Build Week to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the installation is not completed during the Build Week due to failure of the Community Partner, in which case the Community Partner shall secure the Installation Supervisor
- (c) Promotion. KABOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) Website Listing. KABOOM! will place the playspace on its list of KABOOM! builds on the KABOOM! website and KABOOM! will send information to the Community Partner on maintenance programming and enhancements.
- (e) Post-Build Week. The Community Partner shall (i) within one week following the Build Week, complete and submit a Post Build Survey, in the form to be made available by KABOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KABOOM! regarding obtaining, such other information related to the Project as KABOOM! from time to time may request.

3. Build Week Postponement.

- (a) COVID-19 Public Health Compliance. The Community Build Manager will monitor public health guidelines and local conditions to ensure adherence to public health safety at specific timelines prior to Build Week. If the project does not meet requirements, KABOOM!, the FP and the CP will agree on a postponement date at least 1 month later than the original Build Week and if health indicators allow project completion. If health indicators do not allow project completion within close to the originally scheduled date, project will be rescheduled on a mutually agreed upon date or converted to a professional installation with no volunteers participating in building the playspace.
 - (i) If a project does not meet requirements at 6 weeks out, the design process will be completed and KABOOM! will work with relevant parties (playground manufacturer, playground safety surfacing and construction materials) to reschedule deliveries.
 - (ii) If a project does not meet requirements at 4 weeks out, the equipment may already be in manufacturing, KABOOM! will work with the manufacturer to halt manufacturing if possible and find a storage solution if not possible.
 - (iii) If a project does not meet requirements at 2 weeks out, KABOOM! will reschedule deliveries of construction materials and arrange storage for any materials that cannot be rescheduled together with the Community Partner
 - (iv) If a project does not meet requirements at 1 week out or less, KABOOM! will reschedule deliveries of construction materials and arrange storage for any materials that cannot be rescheduled together with the Community Partner.
 - (v) If health indicators do not allow project completion on the reschedule date, the project will need to be postponed and rescheduled when health indicators allow project completion.
- (b) Weather or other conditions unrelated to COVID-19. The Build Week shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playspace. The decision to postpone the Build Week will be made by majority agreement of the representatives of KABOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KABOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Week is postponed, KABOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Week at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Week, including,

without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Week. Notwithstanding the foregoing, in the event that the date of the Build Week is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KABOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Week.

4. Funding Partner Relations. KABOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KABOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KABOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KABOOM! shall refund to the Community Partner any amounts paid to KABOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KABOOM! by the Community Partner exceeds the sum paid to KABOOM! hereunder, the Community Partner shall pay KABOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KABOOM! that all information provided by it to KABOOM!, including in the application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Agreement where indicated below, each of KABOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

«CP»

KABOOM!, Inc.

By: _____

Name: «Signatory_1»

Title: «Sig_1_Title»

Address:

«S1_Address»

T: «S1_Phone»

«S1_Fax»

e-mail: «S1_Email»

By: _____

Name: Gerry Megas

Title: Chief Financial Officer

Address:

4301 Connecticut Ave. NW, Suite ML-1

Washington, DC 20008

T: (202) 464- 6180

F: (202) 659-0210

e-mail: gmeegas@kaboom.org

«CP_2»

«Signatory_2»

«Sig_2_Title»

«S2_Address»

«S2_Phone»

«S2_Fax»

«S2_Email»

Contact information for the person who should receive KABOOM! invoices:

Name: «Invoice_Name»

Telephone number: «Invoice_Phone»

Mailing Address:

«Invoice_Address»

Email: «Invoice_Email»

«Invoice_Fax»

	Date	July 14, 2021
	Item No. Roll Call No. Submitted by:	CONSENT 21-0710 Adam Fendrick Park Planner

AGENDA HEADING:

Approving funding for the Yellow Banks shower house/restroom facility utility connections in an amount not to exceed \$55,000.00 and directing staff to continue to solicit quotes.

INFORMATION:

On December 12, 2020, the Board approved the award of a new combined shower house and restroom facility at Yellow Banks Park as part of the overall plan of park improvements. The building was purchased from Huffcut Manufacturing and is scheduled to be delivered to the project site in August.

Parks and CMO staff have been soliciting quotes for utility connections needed for the building and have current estimates listed below. Staff is still awaiting quotes from several suppliers.

Estimated Water:	\$ 2,500
Estimated Electric:	\$ 4,500
Estimated Sewer:	\$20,000
<u>Estimated Foundation:</u>	<u>\$28,000</u>
Total:	\$55,000

FISCAL IMPACT:

Amount: **\$55,000** **Not to Exceed**

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S):

Date: December 12, 2020
Roll Call Number: 20-1216 (Yea – 5)
Action: Awarding lowest contractor bid for full-service shower house at Yellow Banks Park to Huffcut in a contracted amount not to exceed \$113,600.

RECOMMENDATION:

Approving funding for the Yellow Banks shower house/restroom facility utility connections in an amount not to exceed \$55,000.00, directing staff to continue to solicit quotes, and designating the Director or his designee to sign said agreements.



Date

July 14, 2021

Item No.

CONSENT

Roll Call No.

21-0711

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING:

Approving and entering into a cooperative agreement with the Iowa Dept. of Transportation to share costs for soil testing at the Trails End Mitigation Bank site.

INFORMATION:

On January 13, 2021 by Roll Call No. 21-0120, the Board approved the additional funds of \$600,000 for the Trails End Mitigation Bank to address the excess soil that is to be hauled off site from Phase I of the project. It is estimated that Phase I and Phase II construction of the Trails End Mitigation Bank will produce an excess of 450,000 cubic yards of soil. To save on trucking costs, staff explored opportunities to dispose/stockpile this soil at nearby projects.

The DOT is preparing to reconstruct the northeast mix-master (NEMM) which requires approximately 350,000 cubic yards of soil. It will serve the benefit of both projects if the soil from Trails End can be used for the NEMM project. In order to confirm the soil can be used for the NEMM project, the DOT requires testing the soil to confirm it meets DOT specifications.

Allander Butzke Engineers have been hired to perform this testing at an estimated contract cost of \$37,320.00. This agreement will split the costs of that contract. If soil tests reveal that the soil is suitable for the NEMM project, another contract will be entered into with the DOT.

FISCAL IMPACT:

Amount:

\$ 37,320.00 Contract Amount for Soil Testing

\$ 18,660.00 Iowa DOT

\$ 18,660.00 Polk County Conservation

Funding Source:

Polk County Water & Land Legacy Bond –
Reimbursed from mitigation bank credit sales

PREVIOUS BOARD ACTION(S):

Date: June 9, 2021

Roll Call Number: 21-0609 **(Yea - 4, Absent - 1)**

Action: Recommending to the Polk County Board of Supervisors to approve the Muchikinock Creek Trunk Sewer Easement to the City of Altoona for the construction of a sanitary sewer line on land known as the Trails End Mitigation Bank.

Date: January 20, 2021

Roll Call Number: 21-0120 **(Yea - 4; VACANT - 1)**

Action: Approving additional funds for the Trails End Mitigation Bank Phase I - Stream Restoration project in an amount of \$750,000 for a project total not to exceed \$1,686,387.00.

Date: September 10, 2020

Roll Call Number: 20-0910 **(Yea – 5)**

Action: Public Hearing approving plans, specifications, form of contract documents, engineer's estimate and designating lowest responsible bidder for the construction of the Trails End Mitigation Bank Stream Restoration project to Keller Excavating, Inc. in a contract amount of \$998,193.50 plus a 10% contingency.

RECOMMENDATION:

Approving and entering into a cooperative agreement with the Iowa Dept. of Transportation to share costs for soil testing at the Trails End Mitigation Bank site and directing the Chair or the Director to sign said agreement.

	Date	July 14, 2021
	Item No. Roll Call No. Submitted by:	CONSENT 21-0712 Adam Fendrick Park Planner

AGENDA HEADING:

Recommending to the Polk County Board of Supervisors to approve a temporary easement to the City of Des Moines for the repair of a storm sewer on land known as the Great Western Trail.

INFORMATION:

The City of Des Moines is preparing to repair a storm sewer pipe located on land managed by Polk County Conservation adjacent to the gravel section of the Great Western Trail.

The temporary easement will grant them access to the project site to make the necessary repairs. Once completed they will restore the land back to the original condition. The easement may impact trail usage and require occasional temporary closure of the trail. There is an alternative route for the trail through Waterworks Park.

FISCAL IMPACT:

Amount: NA

Funding Source: NA

PREVIOUS BOARD ACTION(S):

Date: NA

Roll Call Number: NA

Action: NA

RECOMMENDATION:

Recommending to the Polk County Board of Supervisors to approve a temporary easement to the City of Des Moines for the repair of a storm sewer on land known as the Great Western Trail and directing staff to proceed with the approval process.

**Date**

July 14, 2021

Item No.**CONSENT****Roll Call No.****21-0713****Submitted by:****Doug Sheeley****Natural Resources Manager****AGENDA HEADING:**

Awarding bids to harvest prairie hay at Chichaqua Bottoms Greenbelt (CBG) on Units 1 (to Zach Smith - \$20 per ton), 2 (to Zach Smith - \$15 per ton), 3 and 4 and authorize the Director, or his representative, to sign the agreement(s) authorizing harvest.

SYNOPSIS:

PCC harvests prairie hay as a management strategy every year at CBG. This prescribed disturbance is employed on a rotational basis to 300-500 acres of land yearly to manage biomass, limit woody plant encroachment, and enhance plant diversity. Staff have prepared documents and requested bids from the public.

There are four units totaling 510 acres available to bidders in 2021:

- Unit One (220 acres)
- Unit Two: (140 acres)
- Unit Three (65 acres)
- Unit Four (85 acres)

Bids were opened and recorded on July 8, 2021 at 12:30 pm. 1 bid was received for Unit #1 and Unit #2. A bid summary is provided on a separate document.

FISCAL IMPACT: TBD - Based on yield per acre. Funds received will be deposited in a restricted account to be utilized only at CBG for restoration/management activities per NRCS requirements.

ADDITIONAL INFORMATION: Bid summary attached.

PREVIOUS BOARD ACTION: None

RECOMMEDATION:

Awarding bids to harvest prairie hay at Chichaqua Bottoms Greenbelt (CBG) on Units 1 (to Zach Smith - \$20 per ton), 2 (to Zach Smith - \$15 per ton), 3 and 4 and authorize the Director, or his representative, to sign the agreement(s) authorizing harvest.

Bid Summary

Harvest of Standing Prairie Hay - Chichaqua Bottoms Greenbelt

July 8, 2021

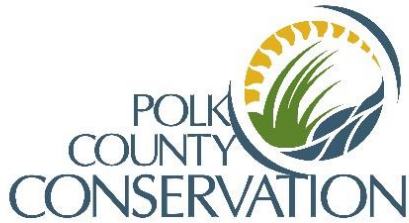
<u>Bidder</u>	<u>Unit #1 Bid</u>	<u>Unit #2 Bid</u>	<u>Unit #3 Bid</u>	<u>Unit #4 Bid</u>
<u>Zach Smith</u>	<u>\$20/ton</u>	<u>\$15/ton</u>	<u>NA</u>	<u>NA</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Bids Opened By: Amanda Brown at 12:30 PM on July 8, 2021

Bids Recorded By: Amanda
Brown at 12:30 PM on July 8, 2021

Location: Natural Resources Headquarters – 11204 NE 118th Av. Maxwell 50161

Others present: None

**Date**

July 14, 2021

Item No.**ACTION****Roll Call No.****21-0714****Submitted by:****Douglas C. Romig
Deputy Director****AGENDA HEADING:**

Authorizing Director or his designee to enter into agreements with Grimes Asphalt and Paving Corporation for competitively bid projects through Polk County Public Works for park roads, trails and parking lots. Not to exceed \$135,140.96.

INFORMATION:

Polk County Public Works issued competitive bids for paving projects throughout the County which allows Polk County Conservation to utilize their contract pricing. Public Works will manage these projects on behalf of Conservation at no cost, but staff need to be authorized to sign the individual project quotes and issue payment for this work.

The three specific projects under this contract include paving parking areas at the Chichaqua Valley Trail, head, the Jester Park Maintenance parking area, and the gravel parking area at Browns Woods.

FISCAL IMPACT:

Amount:	\$122,855.42	Contract amount
	<u>\$ 12,285.54</u>	10% Contingency
	\$135,140.96	Not to Exceed

Source: Polk County Water & Land Legacy Bond - Roads

PREVIOUS BOARD ACTION(S): NoneDate:Roll Call:Action:**RECOMMENDATION:**

Authorizing Director or his designee to enter into agreements with Grimes Asphalt and Paving Corporation for competitively bid projects through Polk County Public Works for park roads, trails and parking lots. Not to exceed \$135,140.96.



Grimes Asphalt and Paving Corporation

Post Office Box 3374

5550 NE 22nd Street

Des Moines, IA 50316

Phone: (515) 266-5173

Fax: (515) 266-5255

www.grimesasphalt.com

To:	Polk County Conservation	Contact:	
Address:	11407 Jester Park Drive	Phone:	323-5300
	Granger, IA 50109	Fax:	
Project Name:	Polk County Conservation 2021 HMA	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Granular Shoulder, Type B	12.60	TON	\$8.50	\$107.10
2	Pavement Scarification Random Patch	1,032.62	SY	\$0.95	\$980.99
3	Patches Full Depth Repair	30.00	SY	\$145.00	\$4,350.00
4	Patches By Count	1.00	EACH	\$100.00	\$100.00
5	HMA For Random Patch	1,419.80	TON	\$58.35	\$82,845.33
6	Painted Pavement Markings	19.98	ST	\$100.00	\$1,998.00
7	Painted Symbols Or Legends	1.00	EACH	\$63.00	\$63.00
8	Traffic Control	1.00	LS	\$2,500.00	\$2,500.00
9	Flaggers	6.00	DDAY	\$350.00	\$2,100.00
10	Mobilization	1.00	LS	\$7,500.00	\$7,500.00
11	Adjustment Of Fixtures	3.00	EACH	\$400.00	\$1,200.00
12	Class 10 Excavation	322.22	CY	\$50.00	\$16,111.00
13	Contruction Of Natural Subgrade	1,500.00	SY	\$2.00	\$3,000.00

Total Bid Price: \$122,855.42

Notes:

- This work requires a two lift construction procedure. Should clean-up be required between the two lifts due to general construction activities, Grimes Asphalt shall be paid extra for clean-up work, price to be agreed upon prior to performing the clean-up work. (Except minor brooming)
- General contractor to provide/maintain necessary traffic control through completion of paving work.
- This quotation does not include bonding expenses. If required, we will furnish same at an additional 1% of the bid amount.
- Should the owner request lien waivers from subcontractors and suppliers, Grimes Asphalt shall have received payment for at least 95% of the work completed
- Price is contingent upon completing the work during the 2021 construction season.
- To the fullest extent provided by law, Owner shall indemnify, defend and hold harmless Grimes Asphalt and Paving Corporation, it's officers, directors, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys fees and court costs resulting from or arising out of Owner or Owner Representative failure to provide accurate information of the existence and location of any non-public utilities or hazardous materials at the project site.
- Final dollar amounts to be based on actual field measured units installed to complete work at the unit price (s) quoted

Payment Terms:

This proposal may be withdrawn by us if not accepted within 30 days.

It is understood that progress payments shall be made as work progresses, final payment due upon completion. A service charge of 1-1/2% will be added if not paid within 30 days from date of invoice.

This proposal voids all previous proposals.

It is understood that Grimes Asphalt may require credit assurances from the customer and/or owner, including but not limited to bank letters of

guarantee and/or payments deposited into escrow accounts before work commences or at anytime during the performance of work.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Grimes Asphalt and Paving Corporation

Authorized Signature: _____

Estimator: _____



Date

July 14, 2021

Item No.

ACTION

Roll Call No.

21-0715

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING:

Public Hearing approving plans, specifications, form of contract documents, engineer's estimate, and designating lowest responsible bidder for the construction of the Jester Park RV Dump Station to Roger's Septic, LLC in a contract amount of \$231,933 plus a 10% contingency.

INFORMATION:

Jester Park has one dump station that serves 88 RV camping spots in the park. This lack of multiple dump stations results in long wait times and campers backed up along the park road. A new dual port dump station is proposed for Jester Park. This project proposes a new dual port dump station that is located closer to the existing campgrounds to help alleviate this congestion.

On June 10, 2020, with Roll Call 20-0607, the Board Rejected All Bids on the Jester Park Dump Station because the lowest bidder came in \$150K over the engineers estimate of \$155K. Staff revised the Plans and adjusted the engineers estimate to \$175K. Plans and Specifications were prepared by a licensed engineer and the project was rebid. This project was advertised in accordance with the Procurement Policy and was advertised through June; two bids were received. Both bids came in over the engineers estimate, but it is believed to be an accurate bid of the work outlined in the Plans.

BID RESULTS:

Roger's Septic, LLC	\$231,933.00
Concord Construction, LLC	\$284,000.00

FISCAL IMPACT:

<u>Amount:</u>	<u>\$255,033.00</u> Not to Exceed
	\$231,933.00 Contract Amount
	\$ 23,100.00 10% Contingency

<u>Funding Source:</u>	\$175,000 Polk County Water & Land Legacy Bond
	\$ 80,033 Fund 6 (golf course, cabins, and lodge)

PREVIOUS BOARD ACTION(S):

<u>Date:</u>	June 10, 2020
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<u>Roll Call Number:</u>	20-0607
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<u>Action:</u>	Public Hearing rejecting all bids for the Jester Park RV Dump Station project. NO ACTION NEEDED
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RECOMMENDATION:

Public Hearing awarding plans, specifications, form of contract documents, engineer's estimate, and designating lowest responsible bidder for the construction of the Jester Park RV Dump Station to Roger's Septic, LLC in a contract amount of \$231,933 plus a 10% contingency and designating the Director or his designee to sign said agreement.

	Date	July 14, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-0716 Adam Fendrick Park Planner

AGENDA HEADING

Public Hearing approving plans, specifications, form of contract documents, engineer's estimate and designating lowest responsible bidder for the Trail Resurfacing project to Grimes Asphalt and Paving Corp. in a contract amount not to exceed \$99,000.

INFORMATION:

A section of the Gay Lea Wilson Trail from NE 56th Street to NE 27th Street is experiencing severe cracking and heaving and is in need of resurfacing with a 2-inch overlay. In addition, a section of the Chichaqua Valley Trail (just east of Morgan Rd) is experiencing settling that requires resurfacing with a 2-inch overlay.

Plans and Specifications were prepared in-house for the trail resurfacing project. The project was publically bid in accordance with the Procurement Policy and advertised through the month of June. Bids were set up as until costs bids, thus we will only pay for material used based on estimated repairs. Staff estimates that the total project cost will not exceed \$99,000.

FISCAL IMPACT:

<u>Amount:</u>	<u>\$99,000.00</u>	Not to Exceed
	\$90,000.00	Project Estimate
	\$ 9,000.00	10% Contingency

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

PREVIOUS BOARD ACTION(S): N/A

Date: NA
Roll Call Number: NA
Action: NA

RECOMMENDATION:

Public Hearing approving plans, specifications, form of contract documents, engineer's estimate and designating lowest responsible bidder for the Trail Resurfacing project to Grimes Asphalt and Paving Corp. in a contract amount not to exceed \$99,000 and designating the Director or his designee to sign said agreement.



Date

July 14, 2021

Item No.

ACTION

Roll Call No.

21-0717

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING:

Public Hearing approving plans, specifications, form of contract documents, engineer's estimate, and designating lowest responsible bidder for the construction of the Yellow Banks Park RV Campground Expansion to Elder Corporation in a contract amount of \$527,935.00 plus a 10% contingency.

INFORMATION:

Polk County Conservation has experienced a high increase in demand for camp sites at parks countywide. At Yellow Banks, camping spots are all reserved by Tuesday for the weekend. It is apparent we need to expand camping at the park. It was planned that the RV campground could be expanded into the existing tent camping area and then relocate tent camping to the eastside of the park. There are a number of planned improvements to Yellow Banks Park all aimed at enhancing the camping experience within the park.

Relocate Tent Camping	Completed
Full Service Campground (10-15 sites)	Planned
Showerhouse/Restroom Facility	Planned
Water Quality Improvements on Oakview Pond Gully	Planned
Clean Boat Ramp Silt	Completed
Trail Bridge	Completed
Repair Shelter Posts	Completed
Shop Screening	Completed

Plans and Specifications were prepared in-house for the campground expansion. The project was publically bid in accordance with the Procurement Policy and advertised through the month of June. Staff recommends to accept the base bid and Add Alt. The Add Alt. will be used to provide electrical service to each site. Two bids were received and are listed below:

BID RESULTS:

Elder Corporation	Base Bid:	\$399,235.00
	<u>ADD Alt.:</u>	<u>\$128,700.00</u>
	Total:	\$527,935.00
Halbrook Excavating	Base Bid:	\$410,000.00
	<u>ADD Alt.:</u>	<u>\$175,000.00</u>
	Total:	\$585,000.00

FISCAL IMPACT:Amount:**\$580,728.50 Not to Exceed**

\$527,935.00 Contract Amount

\$ 52,793.50 10% Contingency

Funding Source: Polk County Water & Land Legacy Bond**PREVIOUS BOARD ACTION(S):**Date: NARoll Call Number: NAAction: NA**RECOMMENDATION:**

Public Hearing awarding plans, specifications, form of contract documents, engineer's estimate and designating lowest responsible bidder for the construction of the Yellow Banks Park RV Campground Expansion to Elder Corporation in a contract amount of \$527,935.00 plus a 10% contingency and designating the Director or his designee to sign said agreement.



SEE E2 FOR CONTINUATION

KEYED NOTES

- 1. PROVIDE NEW EXTERIOR EQUIPMENT RACK. SEE DETAILS ON SHEET E5. SEE ONE-LINE ON SHEET E5.
- 2. PROVIDE NEW 48" X 48" ELECTRICAL HANDHOLE EH-1 AT LOCATION SHOWN FOR DISTRIBUTION OF ELECTRICAL SERVICES TO RECREATIONAL VEHICLE SITES (RVS) 1 THROUGH 11.
- 3. RECREATIONAL VEHICLE UTILITY PEDESTAL SERVICE DETAIL ON SHEET E5.
- 4. TRANSFORMER INSTALLED BY MID-AMERICAN.
- 5. PROVIDE 1-2" PVC CONDUIT FROM EXISTING TRANSFORMER PRIMARY TO NEW TRANSFORMER PRIMARY. PROVIDE PULL ROPE INSIDE CONDUIT. PRIMARY ELECTRICAL FEEDER BY MID-AMERICAN. COORDINATE ACCESS TO EXISTING TRANSFORMER PRIMARY COMPARTMENT WITH MID-AMERICAN.

GENERAL NOTES

- 1. REFER TO SHEET E1 FOR ELECTRICAL GENERAL NOTES.
- 2. ALL UNDERGROUND CONDUITS SHALL BE AT A MINIMUM OF 36" BELOW GRADE.
- 3. CONTRACTOR TO COORDINATE WITH MID-AMERICAN ENERGY ANY WORK.
CONTACT: NICK MEYER, (515)402-2145



12130 NW 128TH STREET
GRANGER, IOWA 50109
PHONE: 515-323-5300
www.polkcountycorv.org

KEY

DRAWN BY: BW DEEN
DRAWN DATE: 05/27/21

POLK COUNTY CONSERVATION
YELLOW BANKS PARK - RV CAMPGROUND

PARK ADDRESS:
4290 SE 76TH STREET
RUNNELLS, IA 50227

REV. DATE

ELECTRICAL
PLAN

E3
SHEET 10 OF 22