



BOARD MEETING

July 13, 2022

5:00 PM – Trestle To Trestle Bridge

5:30 PM – PCC Board Meeting

Google Map Pin: <https://goo.gl/maps/huQ4YHZGbs4kzKP8> (See add'l directions end of agenda)

AGENDA

- 1) Roll Call
- 2) Public Comments
- 3) New Employee Introduction
 - a. Megan Bohall – Community Outreach Coordinator
 - b. Alyssa Ayersman – Equestrian Program Coordinator
- 4) Environmental Education Annual Report Presentation – Patti Petersen-Keys
- 5) Financial Reports
- 6) 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.

- 7) **Approving** bill list.
- 8) **Approving** the purchase of a replacement mower for the parks department at Chichaqua Bottoms Greenbelt in the amount of \$37,851.28 off of the Sourcewell contract.
- 9) **Approving** contract award to FYRA Engineering for research/design/engineering services for the Thomas Mitchell Pond Study within Thomas Mitchell Park in the amount of \$33,401.

ACTION ITEMS

- 10) **Receive and file** Administrative Manual of the Polk County Conservation Board and bring said manual to PCCB's August 2022 meeting for approval. All changes in this manual will be retroactive to July 1st, 2022.
- 11) **Approving** the purchase of a 348-acre property within Chichaqua Bottoms Greenbelt from the Iowa Natural Heritage Foundation for \$2,304,234.13.
- 12) **Approving** roof repair of the Equestrian Center and the Fleet Shop at Jester Park to the lowest responsible bidder, Kurtz Coatings, LLC, in the amount of \$180,981.00 plus a 10% contingency.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 13) Land Acquisition

ADJOURNMENT

Upcoming Events

- July 11-22: Photo Contest for Lauridsen Skatepark at www.dsmSkatePark.com
- July 14: [Prairie Stomp Concert Series](#), Jester Park Nature Center
- July 17: [Skate DSM's Push Start Clinic](#), Lauridsen Skatepark
- July 29 – 30: [Dew Tour](#), Lauridsen Skatepark (Event crews begin setup July 18)
- July 30: [State Games of America Rowing Competition](#), Easter Lake Park
- August 5-6: [Hotwheels Superchargers Amateur Event](#) for Skate, BMX and Scooter, Lauridsen Skatepark
- August 10: PCC Board Meeting, 5:30 PM, Trail's End, Mally's Park

TRESTLE TO TRESTLE BRIDGE MEETING DETAILS:

5:00 – Gather for tour of bridge site

- Google Map Pin for where the meeting will be: <https://goo.gl/maps/huQ4YHZGbs4kzKP8>
- Members and attendees should drive south and park on the actual trail from NW Johnston Drive. Community Outreach will set up an A-frame sign with "Conservation Meeting" and directional arrows to be a visual signal to turn off since it's a little counter intuitive to drive on the trail!
 - Going West on I-80
 - Take Exit 131 to Merle Hay Rd. Turn Right onto Merle Hay Rd, then turn Right onto NW Johnston Dr., travel ¼ mile until the trail crossing the road, turn right onto the trail and drive down the trail to the meeting location.
 - Going East on I-80
 - Take Exit 131 to Merle Hay Rd. Turn Left onto Merle Hay Rd, then turn Right onto NW Johnston Dr., travel ¼ mile until the trail crossing the road, turn right onto the trail and drive down the trail to the meeting location.
- PLEASE BRING YOUR OWN CHAIR as the meeting will be at the construction site.

5:30 – Official business meeting convenes

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

2021- 2022 Revenue Budget
- as of 6/30/22 (100.07% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 625,000	\$ 200,000	\$ 425,000	32.0%
0213	Equipment	\$ 35,600	\$ 35,671	\$ (71)	100.2%
6006	Environmental Ed	\$ 104,000	\$ 105,421	\$ (1,421)	101.4%
6009	Natural Resources	\$ 132,500	\$ 139,192	\$ (6,692)	105.1%
6101	Administration	\$ 474,146	\$ 83,092	\$ 391,054	17.5%
6103	Community Outreach	\$ -		\$ -	0.0%
6104	Conservation Grants	\$ 59,000	\$ 94,391	\$ (35,391)	160.0%
6110	Parks Advocacy Unit	\$ 683,800	\$ 750,171	\$ (66,371)	109.7%
6118	Fleet Services	\$ 10,000	\$ 3,166	\$ 6,834	31.7%
6119	Construction/Maint.	\$ 10,000	\$ 10,887	\$ (887)	108.9%
6124	Equestrian Center	\$ 145,000	\$ 168,675	\$ (23,675)	116.3%
Sub-Total - General Fund 1		\$ 2,279,046	\$ 1,590,666	\$ 688,380	69.8%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 106,000	\$ 105,190	\$ 810	99.2%
6126	Mitigation Banking	\$ 418,424	\$ 418,424	\$ -	100.0%
6127	Miscellaneous	\$ 10,000	\$ 23,770	\$ (13,770)	237.7%
6128	Cabins	\$ 140,500	\$ 135,174	\$ 5,326	96.2%
6129	Laurisden Skatepark	\$ 32,600	\$ 31,206	\$ 1,394	95.7%
Sub-Total - General Fund 6		\$ 707,524	\$ 713,764	\$ (6,240)	100.9%
REAP - Fund 26					
0211	Resource Enhancement	\$ 115,934	\$ 116,279	\$ (345)	100.3%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 324,100	\$ 413,927	\$ (89,827)	127.7%
Conservation Enterprises - Fund 286			\$ -		
6121	Golf Course	\$ 372,500	\$ 373,222	\$ (722)	100.2%
Sub-Total - Enterprises Fund 286		\$ 372,500	\$ 373,222	\$ (722)	100.2%
Grand Total - Conservation		\$ 3,799,104	\$ 3,207,858	\$ 591,246	84.4%

2021 - 2022 Expense Budget
- as of 6/30/22 (100.07% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,543,233	\$ 1,092,647	\$ 450,586	70.8%
0213	Equipment	\$ 310,600	\$ 310,600	\$ -	100.0%
6006	Environmental Ed	\$ 663,539	\$ 614,407	\$ 49,132	92.6%
6009	Natural Resources	\$ 1,143,600	\$ 1,082,239	\$ 61,361	94.6%
6101	Administration	\$ 1,340,942	\$ 1,349,885	\$ (8,943)	100.7%
6103	Community Outreach	\$ 192,300	\$ 184,863	\$ 7,437	96.1%
6104	Conservation Grants-2018 Flood	\$ 60,000	\$ 60,272	\$ (272)	100.5%
6110	Parks Advocacy Unit	\$ 1,330,602	\$ 1,307,229	\$ 23,373	98.2%
6118	Fleet Services	\$ 595,701	\$ 601,098	\$ (5,397)	100.9%
6119	Construction/Maint.	\$ 735,658	\$ 754,040	\$ (18,382)	102.5%
6124	Equestrian Center	\$ 688,210	\$ 691,434	\$ (3,224)	100.5%
Sub-Total - General Fund 1		\$ 8,604,385	\$ 8,048,714	\$ 555,671	93.5%
6125	JP Lodge	\$13,800	\$13,388	\$412	97.0%
6126	Mitigation Banking	\$75,000	\$10,730	\$64,270	14.3%
6127	Miscellaneous	\$24,590	\$18,034	\$6,556	73.3%
6128	JP Cabins	\$80,900	\$62,560	\$18,340	77.3%
6129	Laurisden Skatepark	\$100,000	\$124,676	(\$24,676)	124.7%
Sub-Total - General Fund 6		\$294,290	\$229,388	\$64,902	77.9%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,504,883	\$ 1,476,571	\$ 28,312	98.1%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -	\$ 8,997	\$ (8,997)	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 152,050	\$ 151,705	\$ 345	99.8%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 4,200,890	\$ 4,053,800	\$ 147,090	96.5%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$335,000	\$332,793	\$2,207	99.3%
Sub-Total - Enterprises Fund 286		\$ 335,000	\$ 332,793	\$ 2,207	99.3%
Grand Total - Conservation		\$ 15,091,498	\$ 14,301,968	\$ 789,530	94.8%

PCWLL EXPENDITURES AS OF :

June 30, 2022

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	\$ 1,918,858	\$ 8,077,560	\$ 2,073,148	\$ 510,936	\$ (4,242,785)	\$ 6,418,858	\$ 0	\$ -
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	\$ 542,701	\$ 1,125,214	\$ 204,745	\$ 198,570	\$ (209,981)	\$ 1,318,548	\$ 41,475	
C19-6323	YB SHOP BUILDING				\$ 79,758		\$ 5,490		\$ 85,247	\$ (70,113)	
C19-6338	YB CABINS	\$ -	\$ -	\$ -	\$ -	\$ 33,338	\$ 1,280	\$ -	\$ 34,618	\$ (34,618)	
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 33,720	\$ 126,863	\$ 488,280	\$ 121,539	\$ 20,500	\$ 8,052	\$ (3,002)	\$ 147,089	\$ (0)	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	\$ 97,987	\$ -	\$ -	\$ 268,927	\$ -	\$ 268,927	\$ 0	
C12-6238	CBG WETLANDS/DRAINAGE RESTORATION	\$ 67,221	\$ 303,836	\$ 277,474	\$ 521,244	\$ 147,214	\$ 10,421	\$ (100,000)	\$ 578,878	\$ (0)	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	\$ 629,307	\$ 1,407,170	\$ 13,411	\$ 26	\$ -	\$ 1,420,607	\$ 13,666	
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

PCWLL EXPENDITURES AS OF :

June 30, 2022

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
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	\$ 306,609	\$ 258,164	\$ 78,383	\$ 788,663	\$ (173,200)	\$ 952,010	\$ 8,852	
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	\$ -	\$ -	\$ 36,797	\$ -	\$ 36,797	\$ (0)	
C13-6258	NATURAL AREA RESTORATIONS	\$ 8,481	\$ 289,156	\$ 1,378,389	\$ -	\$ 10,721	\$ 1,291,614	\$ (90,015)	\$ 1,212,320	\$ 245,826	
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	\$ -	\$ -	\$ 1,133,815	\$ 479,220	\$ 278,641	\$ 2,065,148	\$ (232,583)	\$ 2,590,426	\$ (885,923)	DONE
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	\$ -	\$ -	\$ 7,078	\$ (2,964)	\$ (64,000)	\$ (59,886)	\$ 60,386	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

PCWLL EXPENDITURES AS OF :

June 30, 2022

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
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	\$ 158,720	\$ -	\$ 299,061	\$ 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	\$ -	\$ 512,416	\$ -	\$ -	\$ -	\$ 512,416	\$ -	\$ 512,416	\$ -	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	\$ -	\$ -	\$ 22,343	\$ -	\$ 12,716	\$ 72,594	\$ -	\$ 85,310	\$ (0)	
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	\$ 233,811	\$ -	\$ 2,085,883	\$ 0	
C19-6319	CBG - RANGER HOUSE	\$ -	\$ -	\$ -	\$ 287,149	\$ -	\$ 32,265	\$ -	\$ 319,414	\$ 0	
C19-6320	T2T BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C19-6324	4-MILE GREENWAY RESTORATION	\$ -	\$ -	\$ 14,634	\$ 6,048	\$ 19,204	\$ 1,560	\$ -	\$ 26,812	\$ (100)	
C19-6325	CBG-SPRAGUE PROPERTY	\$ -	\$ -	\$ 116,099	\$ -	\$ 338	\$ 115,761	\$ -	\$ 116,099	\$ (0)	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ 197,480	\$ 139,245	\$ (111,070)	\$ 225,655	\$ 161,912	
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	\$ 592,966	\$ (53,381)	\$ 540,447	\$ 28,258	
C19-6337	JP BIOCELLS	\$ -	\$ -	\$ -	\$ 24,129	\$ -	\$ 19,020	\$ -	\$ 43,149	\$ (0)	
C20-6341	CBG/DAN MILLER PROPERTY	\$ -	\$ -	\$ 206,998	\$ -	\$ -	\$ 206,998	\$ -	\$ 206,998	\$ 0	
C20-6342	YB/PUJA PROPERTY	\$ -	\$ -	\$ 10,224	\$ -	\$ -	\$ 10,224	\$ -	\$ 10,224	\$ -	
C20-6343	4-MILE/SLEEP HOLLOW	\$ -	\$ -	\$ 283,528	\$ -	\$ 35,125	\$ 248,403	\$ -	\$ 283,528	\$ 1	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 2,652	\$ -	\$ -	\$ 2,652	\$ -	\$ 2,652	\$ -	
C20-6346	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C20-6349	COPPER CREEK	\$ -	\$ -	\$ 326,141	\$ -	\$ 14,000	\$ 318,832	\$ (6,691)	\$ 326,141	\$ 0	
C20-6351	EASTERN MOUNDS	\$ -	\$ -	\$ 35,200	\$ -	\$ -	\$ 35,200	\$ -	\$ 35,200	\$ -	
C20-6352	HTT TO POLK CITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ (6,000)	\$ -	\$ -	
C20-6353	SPECK PROPERTY	\$ -	\$ -	\$ 502,653	\$ -	\$ -	\$ 502,653	\$ -	\$ 502,653	\$ -	

PCWLL EXPENDITURES AS OF :

June 30, 2022

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	\$ -	\$ -	\$ 2,632,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,509	
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	\$ 15,979,172	\$ 20,357,200	\$ 37,305,585	\$ 7,344,700	\$ 22,565,797	\$ (17,407,865)	\$ 49,808,218	\$ 558,236	\$ -

Polk County Conservation Board
4:30 p.m. – Sleepy Hollow Sports Park Tour
5:30 p.m. – Pizza
6:00 p.m. – PCC Board Meeting
4051 Dean Ave, Des Moines, IA 50317

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in person for regular session Wednesday, June 8, 2022. The meeting was called to order at 6:00 p.m.

- #22-0601 **Roll Call**
Members Present: **Lewis, Mollenhauer, Altringer, Cataldo (Zoom)**
Members Absent: **Crane**
- #22-0602 **Public Comments**
- #22-0603 **ICON Letter of Support Presentation-GOF**
- #22-0604 **Financial Reports**
- #22-0605 **MOVED BY Altringer** to approve the May 11, 2022 meeting minutes.
Vote Yea: **Mollenhauer, Lewis, Altringer, Cataldo (Zoom)**
Members Absent: **Crane**

CONSENT AGENDA

- #22-0606 **Approving** bill list.
- #22-0607 **Approving** the purchase and installation of two automatic sliding gates at both entrances to Easter Lake Park for a total cost not to exceed \$36,195 to American Fence Company.
- #22-0608 **Approving** the nomination to appoint Dayna Chandler to serve on the Trails and Greenways (TAG) Advisory Committee on behalf of Polk County Conservation for a two-year term.

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

ACTION ITEMS

- #22-0609 **Approving** a PPA (Power Purchase Agreement) with Red Lion Renewables, LLC for a 25-year service agreement to install a solar system in eleven

locations across the parks system.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 22-0609.

Vote Yea: **Cataldo (Zoom), Mollenhauer, Lewis, Altringer**

Members Absent: **Crane**

#22-0610 **Approving** the Destination Iowa grant application for the Copper Creek Mountain Bike Park project and providing documentation of 60% matching funds from Polk County Conservation and other funding sources.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 22-0610.

Vote Yea: **Mollenhauer, Cataldo (Zoom), Lewis, Altringer**

Members Absent: **Crane**

#22-0611 **Approving** a State Recreational Trails Grant application for the Copper Creek Mountain Bike Park project and provide 25% matching funds from Polk County Conservation and other funding sources.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 22-0611.

Vote Yea: **Mollenhauer, Lewis, Cataldo (Zoom), Altringer**

Members Absent: **Crane**

#22-0612 **Approving** the Community Attraction and Tourism (CAT) grant application for the Copper Creek Mountain Bike Park project and providing documentation of 80% matching funds from Polk County Conservation and other funding sources.

LET THE RECORD SHOW it was moved by Altringer to approve Action Item 22-0612.

Vote Yea: **Mollenhauer, Lewis, Cataldo (Zoom), Altringer**

Members Absent: **Crane**

BOARD DISCUSSION

Director's Remarks –

Next month is at the Trestle To Trestle Trail Bridge on the south side of Johnston at Beaver Creek. Two other things that will be presented at the next meeting:

1. PCC Org Chart
2. Acquisition Strategy

We've had staff meetings and ranked acquisitions – I would now like to present final decisions on acquisition prioritization.

Field Trips: did one at 4 Mile Greenway a couple weeks ago with Hockensmith, Gatto, Ben Page, Westerhoff

Would like to do a field trip for PCC Board Members – let's set some up soon.

Lewis – would like one at Trail's End mitigation site – thanks to Doug Sheeley to explaining that the Muchakinock creek area belongs to Altoona!

Rich – what day of the week would work best?

Pam – beginning of week is bad – Thur/Fri is better

Jill – what month?

Rich – early fall

Jill – let's do the trips after Aug 23 (after kids are back in school)

Rich – we would like to invite BOS and city council members along with PCC Board Members
Suggested destinations: 4 Mile Greenway, Trails End, something on the West Side like Brenton Slough

Jill – one question – where are we at with Easter Lake?

Kami – \$5.3 Million raised ytd, waiting on Destination IA grant response. If we get what we ask we will be over 8 million which will cover the total project cost plus provide a surplus of funding. The last official meeting of the ELNS Campaign Leadership/Advisory Team is in July but many are saying we could continue fundraising for programming dollars and would be willing to attend future meetings to do this. Timeline is late Oct or early Nov 2023 to break ground. Completion Date/Grand Opening would be April/May 2024. Construction would be complete in Dec 2023.

Rich – programming is incumbent on us for the Easter Lake Project. Kami and Rich have cut a million dollars from this project but have not touched the mission involving universal design, accessibility, and the overall goal of the project.

Lewis – there are some heavy hitters on your team!

Board & Chair Remarks -

Greg Lewis – would really like to thank Cassie Cook and Amanda Brown on their presentation to the Isaac Walton League – it was an excellent presentation showing the progression of what PCC has done at Walnut Woods. Mike Delaney and others were impressed with PCC's performance and results.

Also, thanks to Director Leopold and Doug Sheeley for their support regarding Copper Creek Mountain Bike Park. Several residents have been upset about the large dirt pile (storage location until DOT can transport off site). There have been concerns about a specific rare orchid that a resident has testified to identifying in the area. A resident complained about a tree that fell on her property (after site survey it was determined to be on her property) but it has been removed as of today. Copper Creek Mountain Bike Park is a beautiful site that needs cleaning up and even though residents are complaining, Doug Sheeley and other PCC staff who have addressed the residential complaints deserve a big thank you!

CLOSED SESSION

#22-0613 Moved by **Altringer** 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 (Zoom), Mollenhauer, Altringer, Lewis**

Members Absent: **Crane**

Closed Session Roll Call: Katie Stoklasa, Rich Leopold, Kami Rankin, Cassie Cook, Doug Sheeley, Greg Lewis, Jill Altringer, Natalie McFarlane, Pam Mollenhauer, Jessica Lown, Jim Cataldo (Zoom)

Action on closed session:

Moved by Altringer to return to open session.

Vote Yea: **Lewis, Cataldo (Zoom), Mollenhauer, Altringer**

Members Absent: **Crane**

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

Meeting adjourned at **7:16** p.m.

	Date	JULY 13, 2022
	Item No. Roll Call No. Submitted by:	CONSENT 22-0708 Kenneth Young Fleet Coordinator

AGENDA HEADING:

Approving the purchase of a replacement mower for the parks department at Chichaqua Bottoms Greenbelt in the amount of \$37,851.28 off of the Sourcewell contract.

INFORMATION:

The parks department at Chichaqua has in their current inventory an out-front mower that is 18 years old and has over 3300hrs. This mower is in our current replacement schedule. The increase in our 22/23 capital budget is allowing us to move up the replacement of this mower.

Property expansion at Chichaqua Bottoms Greenbelt and the rugged terrain makes this out-front, four-wheel drive mower an excellent replacement and it will meet the needs of the parks department.

FISCAL IMPACT:

Amount: **\$37,851.28**

Funding Source: Fleet Budget

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving the purchase of a replacement mower for the parks department at Chichaqua Bottoms Greenbelt in the amount of \$37,851.28 off of the Sourcewell contract.

Quote Summary

Prepared For:

Prepared By:

Brian Ferneding
 Van-Wall Equipment, Inc.
 1468 West A Avenue
 Nevada, IA 50201
 Phone: 515-382-2222
 brian.ferneding@vanwall.com

Quote Id: 26421489
Created On: 07 April 2022
Last Modified On: 28 June 2022
Expiration Date: 14 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)	\$ 42,636.90	\$ 32,544.91 X	1 =	\$ 32,544.91
JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck	\$ 6,477.20	\$ 5,306.37 X	1 =	\$ 5,306.37
Equipment Total				\$ 37,851.28

Quote Summary

Equipment Total	\$ 37,851.28
SubTotal	\$ 37,851.28
Est. Service Agreement Tax	\$ 0.00
Total	\$ 37,851.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 37,851.28

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 26421489

JOHN DEERE 1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)

Hours:				Suggested List
Stock Number:				\$ 42,636.90
				Selling Price
				\$ 32,544.91
Code	Description	Qty	Unit	Extended
2453TC	1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 37,319.00	\$ 41,050.90
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
2012	Air Ride Suspension Seat with Armrests	1	\$ 748.00	\$ 748.00
Standard Options Total				\$ 748.00
Other Charges				
	Freight	1	\$ 523.00	\$ 523.00
	EnviroCrate	1	\$ 65.00	\$ 65.00
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 838.00
Suggested Price				\$ 42,636.90
Customer Discounts				
Customer Discounts Total			\$ -10,091.99	\$ -10,091.99
Total Selling Price				\$ 32,544.91

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Hours:				Suggested List
Stock Number:				\$ 6,477.20
				Selling Price
				\$ 5,306.37
Code	Description	Qty	Unit	Extended
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$ 5,742.00	\$ 6,316.20
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Freight	1	\$ 161.00	\$ 161.00
Other Charges Total				\$ 161.00



JOHN DEERE

Selling Equipment

Quote Id: 26421489

Suggested Price		\$ 6,477.20
Customer Discounts		
Customer Discounts Total	\$ -1,170.83	\$ -1,170.83
Total Selling Price		\$ 5,306.37

1500 Series TerrainCut™ Mowers

Meet your anytime, anywhere mower.

They say there’s a mower for every job. We say there’s a mower that can handle just about any job you throw at it. It’s called the 1500 Series TerrainCut.

The most capable year-round front mount mowers we’ve ever made, this lineup delivers unsurpassed performance. With an available factory-installed ComfortCab, powerful diesel engines that meet US EPA T4 requirements, and 7-Iron™ PRO decks, the 1500 TerrainCut Series Mowers are more than up to the task.

Make that tasks – because the 1500 Series is also the most versatile front mower we’ve ever made. When you combine the full array of available attachments and implements with that heated, cooled, sealed, sit-back-and-get-to-work-in-any-weather cab, you’ve got a machine that pretty much stops at nothing. Mowing and sweeping, pushing and plowing? It’s all in a day’s work. Every day of the year.



24.2 hp (17.8 kW) and 37.4 hp (27.5 kW) Tier 4 diesel engines give you the power to cut wet grass, throw packed snow and sweep up leaves.

Key Features of the new 1500 Series TerrainCut Mowers

1550	1570	1575	1580	1585
• 2WD or 4WD • 24.2 hp (17.8 kW)¹ • 0-12 mph (0-19.3 km/h) • Biodiesel kit available • 24-month Warranty	• 2WD or 4WD • 37.4 hp (27.5 kW)¹ • 0-12 mph (0-19.3 km/h) • B20 Biodiesel compatible • 24-month Warranty	• 4WD • 37.4 hp (27.5 kW)¹ • Factory-Installed ComfortCab • 0-12 mph (0-19.3 km/h) • B20 Biodiesel compatible • 24-month Warranty	• 4WD • 37.4 hp (27.5 kW)¹ • 0-15 mph (0-24 km/h) • B20 Biodiesel compatible • 24-month Warranty	• 4WD • 37.4 hp (27.5 kW)¹ • Factory-Installed ComfortCab • 0-15 mph (0-24 km/h) • B20 Biodiesel compatible • 24-month Warranty



	Date	July 13, 2020
	Item No. Roll Call No. Submitted by:	CONSENT 22-0709 Amanda Brown Conservation Ecologist

AGENDA HEADING:

Approving contract award to FYRA Engineering for research/design/engineering services for the Thomas Mitchell Pond Study within Thomas Mitchell Park in the amount of \$33,401.

INFORMATION:

Thomas Mitchell Pond is a recreational resource for park users, providing both fishing and wildlife viewing opportunities. Following a fish kill in 2007 due to excessive algae die off, the pond was dredged to mitigate future fish kills and improve water quality. Along with the dredging work, sediment basins were constructed on nearby drainage ways and a sediment forebay was added to the main channel entering the pond.

Unfortunately, Thomas Mitchell Pond still experiences excess plant and algae growth despite these improvements. In recent years, this growth has reached high enough levels that fishing opportunities are almost nonexistent within the pond. Polk County Conservation staff has treated the excess plant growth with chemical herbicide, but this has been limited in order to prevent potential ecological impacts.

A holistic study to gain an understanding of current water quality issues causing excess plant growth is needed in order to develop a cost effective, realistic restoration plan. This study will gather scientific data on sediment composition and water quality to develop strategies and alternatives that address the source(s) of the problem.

A Request for Proposal was sent out to four local firms with three firms submitting proposals. All proposals submitted were over the desired budget for the project. After review of other aspects of the proposals, FYRA Engineering was selected due to their experience with similar projects and their considerable background knowledge of Thomas Mitchell Pond. Staff worked with the consultant to adjust the project scope and costs in order to reach a desired budget for the study.

FISCAL IMPACT:

Amount: \$33,401

Funding Source: 2022 PCWLL Bond (Water Quality)

PREVIOUS BOARD ACTION: None

RECOMMENDATION:

Approving contract award to FYRA Engineering for research/design/engineering services for the Thomas Mitchell Pond Study within Thomas Mitchell Park in the amount of \$33,401 and authorizing the Director or Deputy Director to sign contractual agreements.

July 6, 2022

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

Subject: Thomas Mitchell Pond Study
Thomas Mitchell Park
4590 NE 108th St, Mitchellville, IA 50169

Dear Amanda:

Thank you for the opportunity to submit this proposal to Polk County Conservation for the Thomas Mitchell Pond Study at Thomas Mitchell Park. FYRA Engineering (a tradename of Houston Engineering, Inc.) offers to complete the services as outlined below.

SERVICES

1. **WATER QUALITY ASSESSMENT** – Collect, assist with collection, analyze, and quantify water quantity and quality data needed to assess sediment and phosphorus sources in Thomas Mitchell Pond.
2. **SEDMIENT CHARACTERIZATION** – Collect, ship, and analysis sediment cores and sediment thickness data.
3. **RESTORATION CONCEPTS AND PLANNING** – Identify aquatic plants present in priority areas, perform preliminary identification of potential permitting issues, develop preliminary improvement concepts, summarize findings in a technical memorandum, and provide material/support for a public meeting.

Please refer to Exhibit A (attached) for fee structure, billing rates, and task-specific descriptions (scope/fee, assumptions, inclusions, and exclusions).

SERVICES BY OTHERS

1. We anticipate water sampling (collection) will be conducted by Polk County Conservation staff. FYRA Engineering will assist will develop a monitoring plan (sampling protocols).
2. Water chemistry analysis costs from the University of Iowa State Hygienic Laboratory (SHL) are not included. Samples will be delivered by Polk County Conservation to SHL and SHL will invoice Polk County Conservation directly for laboratory analysis fees.
3. FYRA will collect sediment cores and ship them to the Center for Limnological research and Rehabilitation at the University of Wisconsin-Stout for analysis. Costs for sediment analysis are included in this agreement (Exhibit B).

COMPENSATION

We propose to provide these services on an hourly basis, plus expenses, in accordance with the enclosed Fee Schedule (Exhibit A), up to an estimated maximum of \$33,401.

TIME SCHEDULE

The work outlined in this proposal will be completed within 365 days of return of this accepted proposal and will commence upon return of this accepted proposal.

AGREEMENT

FYRA's receipt of this accepted proposal constitutes a contract between us and Polk County Conservation, into which the enclosed *General Terms and Conditions dated January 24, 2017* are hereby incorporated by reference.

This proposal is valid until August 31, 2022. Again, we appreciate this opportunity and look forward to working with you on this project. If you agree, simply sign below and return one copy to me.

Sincerely,

FYRA Engineering
(a tradename of Houston Engineering, Inc.).

Charles Ikenberry, P.E., Ph.D.

Accepted by:

Title: _____

Date: _____

CDI:Admin initials



Exhibit A
Thomas Mitchell Pond Study
Polk County Conservation

Tasks	FYRA Engineering						HEI		Total
	Project Manager Ikenberry \$221	Prj Engr (Varies) \$193	EITs (Varies) \$140	Student Intern (Varies) \$104	Admin & Accounting Stratton \$100	FYRA Expenses	Scientist Rufer \$167	Sub Expenses	
Task 1 WATER QUALITY ASSESSMENT									
1.1 Water Quality Monitoring	2		6		1				\$1,382
1.2 Water Level/Flow Measurement									\$0
1.3 Pollutant Source/Loading Assessment	4		12	8					\$3,396
Water and Nutrient Mass Balance Total	\$1,326	\$0	\$2,520	\$832	\$100	\$0	\$0	\$0	\$4,778
Task 2 SEDIMENT CHARACTERIZATION									
2.1 Sediment Core Sample Collection	8		8		1	\$400			\$3,388
2.2 Sediment-Phosphorus Release (Bioavailability) Analysis	2		4	4		\$2,192			\$3,610
2.3 Sediment Thickness/Volume Analysis	1		8	4					\$1,757
Sediment Characterization Total	\$2,431	\$0	\$2,800	\$832	\$100	\$2,592	\$0	\$0	\$8,755
Task 3 RESTORATION CONCEPTS AND PLANNING									
3.1 Aquatic Plant Identification/Management	2			2		\$50	8	\$150	\$2,186
3.2 Stream/Wetland Permitting Feasibility Analysis	2	4	6						\$2,054
3.3 Preliminary Concept Development	2	16	16	16	2		8		\$8,970
3.4 Summary Technical Memorandum	8	4	16		1		2		\$5,214
3.5 Public/Stakeholder Meeting	4		4						\$1,444
Restoration Concepts and Planning Total	\$3,978	\$4,632	\$5,880	\$1,872	\$300	\$50	\$3,006	\$150	\$19,868
Subtotal Hours	35	24	80	34	5		18		
Subtotal Costs	\$7,735	\$4,632	\$11,200	\$3,536	\$500	\$2,642	\$3,006	\$150	\$33,401



Exhibit A
Thomas Mitchell Pond Study
Polk County Conservation

Notes and Assumptions

- Hours and fees include development of a monitoring SOP for Polk County Conservation (PCC) to follow when conducting sampling in-house, including development of initial bottle order and organization of chain of custody forms and sampling protocols. Fees and expenses for lab analysis are based on the sampling events and locations shown in the enclosed table. **All lab costs will be paid to SHL by PCC outside of this agreement. Expenses do not include development of a Quality Assurance Project Plan (QAPP)**, but FYRA and PCC can determine if a QAPP is required to meet project goals.
- Hours and expenses include purchase and installation of a pressure transducer to measure and log water level in the pond continuously. Hours also include training of PCC personnel for future data download from the pressure transducer. **Once installed and provided with download procedures, PCC will maintain the transducer and download data. The transducer shall be owned by PCC for continued use after the study.** Also included is time/materials required for FYRA to train PCC personnel on measuring pond discharges (at least 5 flow measuring events) for the purpose of developing a pond discharge rating curve that equates water levels with outflow rates. **PCC will deliver level data and flow measurements to FYRA.** FYRA will create rating curve and compute pond discharges.
- Task includes development of a simple, spreadsheet-based, planning-level, annual-average water/sediment/phosphorus mass balance estimation. The deliverable will be quantification of water/nutrient inputs to the pond from up to five distinct drainage areas. **This effort will not include development of a detailed and dynamic water/nutrient balance simulation model.**
- Hours and expenses include travel, sediment core sample collection, and sample processing. Cores will be collected at 3 locations: the sediment trap on the west edge of the pond, the middle of the lake near the west fishing pier, and in the large open water area near the dam. To provide adequate sediment volume for data analysis, up to 10 cores total will be collected.
- Hours and expenses include shipping and laboratory analysis for sediment texture, density, and organic matter (3 locations). Analysis also includes phosphorus fractionization to indicate bioavailability of phosphorus (3 locations) and phosphorus-release studies (1 location) to estimate the rate of internal phosphorus recycling.
- Hours and expenses include data analysis and preparation of exhibits to document sediment thickness across the bottom of the pond. Data has already been collected (at no charge to PCC) but must be compiled and incorporated into exhibits for interpretation.
- Hours and expenses include documentation/collection of plant species present and identification by a certified lake manager and former aquatic invasive species coordinator.
- Task includes field assessment of potential wetland and stream impacts of improvement alternatives. **Full wetland delineation, stream assessment, and any other required field assessments are not included.** The purpose of this task is to identify approximate magnitude of stream/wetland impacts to identify the permitting approach and avoid or minimize mitigation requirements. Task does not include permit application or mitigation design. **Full delineations, preparation of permit applications, correspondence with the U.S. Army Corps of Engineers and other agencies, and potentially stream and wetland mitigation design, would be required in a future phase of work.**
- Task includes identification of potential watershed and in-lake alternatives, concise description of alternatives, feasibility analysis, and preliminary development of preferred alternatives/concepts. Concept types will be limited to no more than 2 sediment trapping concepts, 2 near-shore deepening/dredging concepts, and 2 vegetation control alternatives (focused near shoreline/pier access areas). Deliverables will include one plan view map showing alternatives/locations and one preliminary detail (typical) for each concept (up to 6 details, total). A planning level opinion of probable cost (including a 30% contingency) will be provided. **This subtask does not include detailed engineering design plans, development of technical specifications, or construction administration.**
- Task includes development of a technical memorandum (not to exceed 5 pages plus exhibits developed in Task 3.3) that describe preliminary concepts, alternatives, potential permitting approach, and planning level cost estimates. Emphasis will be on findings and recommendations that identify low risk and high impact options for initial implementation. The memorandum will also identify more costly and long-term alternatives might be worthy of consideration for future study, design, and implementation.
- Information included in the plan/report will be provided to PCC for use with public and stakeholder engagement. Hours assume that FYRA prepares exhibits for and attends one public/stakeholder meeting to discuss findings and recommendations. **Hours/fees assume that meeting invitations/advertisement, venue, and scheduling will be led by PCC.**

Exhibit B
Thomas Mitchell Pond Study
Polk County Conservation

Sediment Analyses and Costs					
Analyses		Cost Each	Quantity	Total Cost	Sampling Locations
Textural and Physical Characteristics	Moisture Content, Bulk Density, Organic Matter	\$30.00	2	\$60.00	West Sediment Trap, West Fishing Pier, Near Dam
Sediment Phosphorus Extractions	Fractionizations for Bioavailability	\$135.00	2	\$270.00	West Sediment Trap, West Fishing Pier, Near Dam
Sediment Flux or Internal Loading	Incubation for Phosphorus Release	\$540.00	2	\$1,080.00	West Fishing Pier and Near Dam (2 Cores, 1 Location)
¹ Center for Limnological Research and Rehabilitation Laboratory		Analysis Costs		\$1,410.00	
² Water and Environmental Analysis Laboratory		Contingency (20%)		\$282.00	
		Shipping & Materials		\$ 500	
		Total Expenses		\$2,192.00	

Andersen, JM. 1976. An ignition method for determination of total phosphorus in lake sediments. Wat Res 10:329-331.

APHA (American Public Health Association). 2005. Standard methods for the examination of water and wastewater. 21st ed. Amer

EPA (Environmental Protection Agency). 2001. Method 200.7: Trace elements in water, solids, and biosolids by inductively coupled

Håkanson L, Jansson M. 2002. Principles of lake sedimentology. The Blackburn Press, Caldwell, NJ USA

Hijeltjes AH, Lijklema L. 1980. Fractionation of inorganic phosphorus in calcareous sediments. J Environ Qual 8:130-132.

James WF, Barko JW, Eakin HL, Sorge PW. 2002. Phosphorus budget and management strategies for an Urban Wisconsin lake. Lake Reserv Manage 18:149-163.

Nürnberg GK. 1988. Prediction of phosphorus release rates from total and reductant-soluble phosphorus in anoxic lake sediments. Can J Fish Aquat Sci 45:453-462.

Plumb RH. 1981. Procedures for handling and chemical analysis of sediment and water samples. Technical Report EPA/CE-81-1. US Army Engineer Waterways Experiment Station, Vicksburg, MS.

Psenner R, Puckso R. 1988. Phosphorus fractionation: Advantages and limits of the method for the study of sediment P origins and interactions. Arch Hydrobiol Biel Erg Limnol 30:43-59.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**Date**

July 13, 2022

Item No.**ACTION****Roll Call No.****22-0710****Submitted by: Kami Rankin****Deputy Director****AGENDA HEADING:**

Receive and file Administrative Manual of the Polk County Conservation Board and bring said manual to PCCB's August 2022 meeting for approval. All changes in this manual will be retroactive to July 1st, 2022.

ADDITIONAL INFORMATION:

Staff is submitting the updated Administrative Manual for Board review and will return to the Board in their August meeting for formal adoption of the incorporated policies. The Administrative Manual is designed to provide Board approval for policies which provide direction to the workforce on how to manage various aspects of our day-to-day operations. Also contained in the manual are procedures and forms, which management reviews and amends to ensure clarity of the Board approved policies.

PCC staff have completed a comprehensive review and update of the Administrative Manual. The last time a comprehensive review was completed was in 2017, and individual policies have been Board approved and incorporated since then. It is our intention to review this manual every 3 to 5 years in a comprehensive manner, however, if policies by Polk County are amended those individuals items will continue to be brought forward as they occur.

FISCAL IMPACT: NoneAmount:Funding Source:**PREVIOUS BOARD ACTION(S):**

Various individual policy approvals over the years.

RECOMMENDATION:

Receive and file Administrative Manual of the Polk County Conservation Board and bring said manual to PCCB's August 2022 meeting for approval. All changes in this manual will be retroactive to July 1st, 2022.

SUMMARY OF PCC EMPLOYEE ADMIN MANUAL REVISIONS

Minor typos and grammatical errors were corrected throughout the manual. All contact information was updated in all policies due to staffing changes as of July 1, 2022. All changes in this manual will be retro-active to July 1st, 2022.

1. Front page: Effective date changed to July 1, 2022
2. Table of Contents: updated page numbering
3. Part-Time Employee definition: should not exceed 29 hours per work week on an annual basis
4. Employment Information: removed physical examination requirement text and replaced with “pre-employment contingencies must be cleared before commencing work duties, whether the employee is a new employee or an employee previously employed by PCC”.
5. CDL requirement: changed verbiage to “If an employee’s job description requires a Commercial Driver’s License (CDL), the employee will be responsible for working with the Deputy Director to obtain and/or resolve any licensure issues.”
6. Compensation: pay adjustments will now be granted on the anniversary of original date of hire versus the anniversary date of the employee’s appointment to current position. Anniversary Increases/Merit Increases after July 1, 2022 will be based on original hire date. Those employees who have already received their 2022 Anniversary/Merit Increase and appear on the new anniversary date report again for 2022, will be reviewed on a case by case basis.
7. Call Time: FT non-exempt employees required to answer calls specific to their job duties but outside working hours must collaborate with the Director, Deputy Director, and immediate supervisor for compensation purposes. Employee must provide documentation for calls answered.
8. Holidays: added Juneteenth (June 19th) to Holiday Calendar
9. Holiday Rate of Pay: added “Hours worked on the holiday by FT non-exempt employees do not count towards the weekly OT calculation.”
10. Overtime/Compensation Time: added to Computation of Overtime – “Hours worked on a holiday by FT non-exempt employees do not count towards the weekly OT calculation, as they are granted as COMP hours equivalent to 2X the number of hours worked on the holiday.”
11. Red-Circled Salary - An individual pay rate that is above the range maximum for the pay grade as approved by the Polk County Conservation Board (was Board of Supervisors but changed per Jeff Edgar recommendation). The employee is typically ineligible for merit or anniversary pay increases until the range maximum surpasses the actual pay rate.
12. Progression Following Promotion, Demotions, and Transfers: pay adjustments will now be granted on the anniversary of original date of hire versus the anniversary date of the employee’s appointment to current position.
13. Flexible Spending Accounts: changed verbiage to read “Health Care Reimbursement Account” vs medical expense reimbursement account.

14. Deferred Compensation Program: The County shall contribute \$1.00 for every \$2.00 contributed by the Employee up to a maximum of 4% of base wages (previously 3%).
15. Long Term Disability: changed verbiage to read "The plan's coverage offers a benefit of 60 percent of base earnings up to a maximum monthly benefit of \$10,000 (previously maximum of \$120,000 of base earnings).
16. Long Term Disability: changed verbiage to read "However, if said employee is not released to return to work his/her regular duties after 12 (previously 24) months, employment with Polk County will cease."
17. Vacation: changed verbiage to read "During the pay period prior to the Thanksgiving Holiday an employee who has accrued 200 or more hours of unused vacation time may elect to cash out up to 50 (previously 40) hours of unused vacation time."
18. Personal Time: Full-time employees with less than one year of full-time continuous service shall accrue 2.15 hours (56 hrs divided by 26 pay cycles) of personal time per pay period until July 1 following the first year of employment.
19. Conversion of Sick Leave to Personal Leave: Full-time employees who have accumulated over 750 hours of accrued sick leave, may convert new accrued sick leave to personal leave at a ratio of four (4) (previously 3) hours of sick leave to one (1) hour of personal leave.
20. Bereavement leave shall be charged by actual time used, in one quarter (1/4) hour increments. Bereavement leave of more than one quarter (1/4) hour shall be charged to the next higher one quarter (1/4) hour, except that in no case shall the charge exceed the amount of the employee's regular workday when bereavement leave is used by the day. Employees may be asked by management to provide supporting documentation for the bereavement leave.
21. Letter of Reference and Recommendation: added HR Specialist to receive requests
22. Accident/Injury/Incident Report Procedures: changed verbiage to read "The Incident Report form (Appendix #6) is also available to be completed by Polk County Conservation Personnel for any customer and/or employee accident/incident (argument, confrontation, accident, injury, etc.)"
23. Accident/Injury/Incident Report Procedures timeline: Changed timeline to "A RiskPro claim should be entered timely online no later than 24 hours from the time of the accident/incident. If the employee can't fill out the RiskPro claim themselves, the Department Manager can fill it out on their behalf. If desired, the incident report form (Appendix #6)....."
24. Risk Management staff availability: updated 7:30 AM – 4:30 PM Mon-Fri to Available 24-7.
25. Personnel Files: added Administrative Specialist and HR Specialist to those with authorized access to personnel files.
26. Employee Training: "All employees participating in a training or conference outside of Polk County, Iowa shall complete the Employee Continuing Education and Training Request Form (Appendix #8) prior to the date of said training or conference.
27. Overnight Travel: "All requests for overnight travel shall be submitted by employees to their supervisor on the Employee Continuing Education and Training Request Form

(Appendix #8) (replacing Polk County Travel Reimbursement Form). Employee overnight travel shall have prior approval on this form from Director or their designee.”

28. Overnight Travel Reimbursement Process: Added “3. Starting 1/1/22 and pertaining to Iowa Code 80.45A, PCC employees must verify that the selected Iowa lodging provider is certified on StopHTIowa.org before paying for services. Iowa Code 80.45A states that lodging providers must have all required employees complete the certified human trafficking prevention training before organizations use public funds as payment for services/lodging. Certification of the hotel/motel/conference center can be checked at StopHTIowa.org.
29. A retirement honorarium of up to \$150.00 (was \$75) will be allowed from departmental budgets to reimburse the cost of a plaque, cake, etc. honoring a retiring PCC employee who has completed a minimum of ten years of service with the County.
30. Jester Park Equestrian Center Wearing Apparel Guidelines: Changed Stable Laborer and Attendants to Program Assistants and Program Lead Assistants.
31. Equestrian Center: Updated cancellation policies to reflect 48 hr thresholds, removed Overnight Trail Camp Outs, Pony Rides, Birthday Parties from manual.
32. Emergency Management Group: added Leisure Services Manager and updated job titles as of July 1, 2022.
33. Golf Course Tree Plantings: updated to “Tree Plantings” and revised item 5. “A plaque containing identification details will be placed next to the tree.”
34. Appendices: updated page numbers
35. Polk County Conservation On The Job Injuries Protocol: eliminated employee names and substituted with job titles
36. Polk County Travel Reimbursement Form: updated image to include IA Human Trafficking website URL

	Date	July 13, 2022
	Item No. Roll Call No. Submitted by:	ACTION 22-0711 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving the purchase of a 348-acre property within Chichaqua Bottoms Greenbelt from the Iowa Natural Heritage Foundation for \$2,304,234.13.

INFORMATION:

Crane Meadows is a 348-acre parcel at the northwestern corner of Chichaqua Bottoms that was acquired by the Iowa National Heritage Foundation (INHF) in 2017. They agreed to hold this property for five years while Polk County Conservation worked to raise the approx. \$2.4M purchase price. PCC staff were successful with a number of fundraising pursuits, and would now like to purchase the property from INHF.

PCC had interest in Crane Meadows due to its size, location to current PCC land holdings, and natural resource potential of the site. The property consisted of cropland, grassland enrolled in the Conservation Reserve Program, and a degraded swamp white oak savanna. Since INHF purchased the land in 2017, restoration has been completed on the eastern half which includes creation of 16 acres of wetlands and oxbows, prairie seeding, timber stand improvement, and waterfowl nesting structure installment. This work was partially funded through an NRCS cost-share program. PCC is excited to bring the land under County ownership and continue restoration of the western portion.

FISCAL IMPACT:

Amount: \$2,304,234.13

Funding Source:

NAWCA	\$100,000
REAP	\$167,879
Pheasants Forever	\$90,000
Mid-IA Retriever Club	\$5,000
2022 Bond Referendum	\$1,941,355.13

PREVIOUS BOARD ACTION(S):

Date: February 8, 2017

Roll Call: #17-0218 **(Yea-5)**

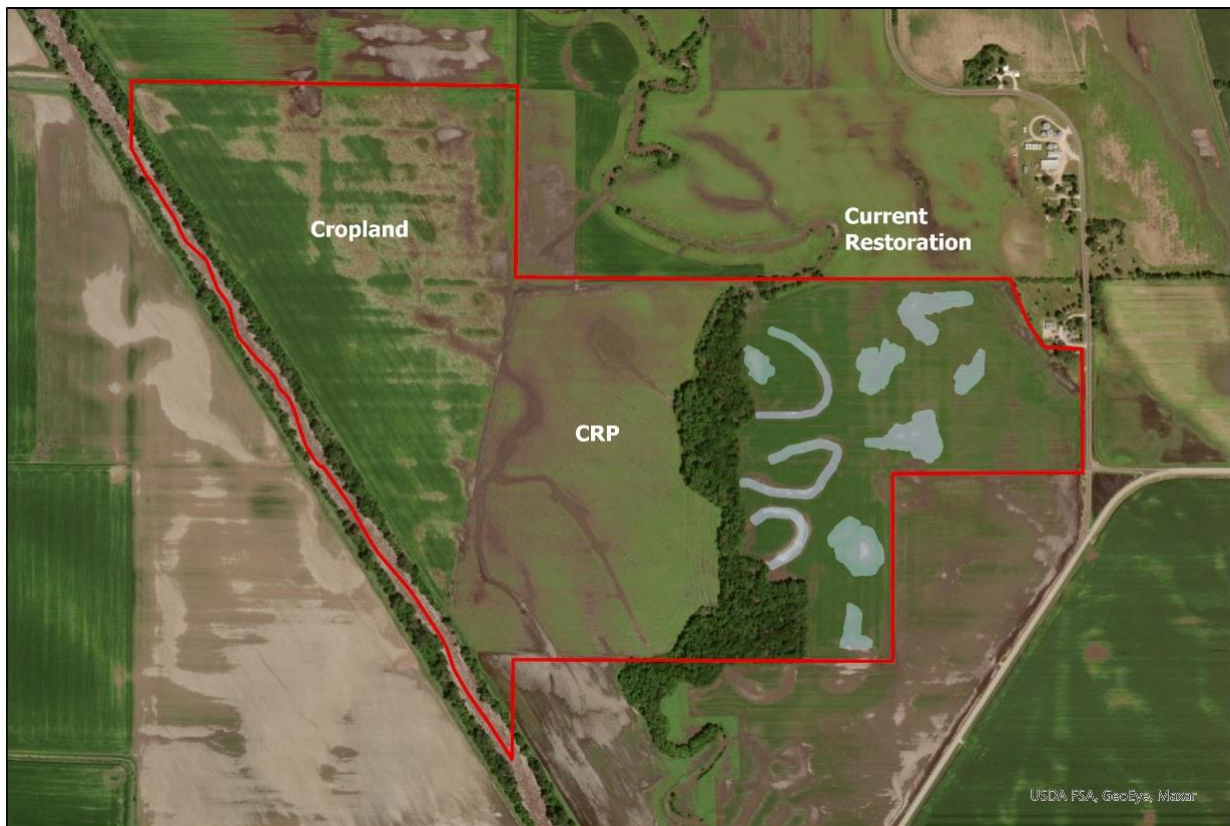
Action: Approved memorandum of Understanding (MOU) with the Iowa Natural Heritage Foundation for acquisition of the Kimberly River Farm adjacent to Chichaqua Bottoms Greenbelt and authorized the Chair to sign same and that the Board further instructs staff to pursue purchase of the Kimberly River Farm as outlined in the MOU.

Date: October 14, 2020

Roll Call: #20-1007 **(Yea-3, Absent-2)**

Action: Approving agreement with INHF in an amount not to exceed \$146,124 for PCC-reimbursable restoration activities at the Crane Meadows parcel at Chichaqua Bottoms Greenbelt (CBG).

RECOMMENDATION: Approving the purchase of a 348-acre property within Chichaqua Bottoms Greenbelt from the Iowa Natural Heritage Foundation for \$2,304,234.13.



	Date	JULY 13, 2022
	Item No. Roll Call No. Submitted by:	ACTION 22-0712 Ronald VanDenBroeke Construction Maintenance Manager

AGENDA HEADING:

Approving roof repair of the Equestrian Center and the Fleet Shop at Jester Park to the lowest responsible bidder, Kurtz Coatings, LLC, in the amount of \$180,981.00 plus a 10% contingency.

INFORMATION:

The Jester Park Equestrian Center hosts a large variety of services to the public. These services range from trail and sleigh rides to Horses Helping Heroes, an equine-assisted therapy program for our military veterans. This program provides interactive lessons with horses that emphasize themes such as relationship building, effective communication skills, problem-solving, and recognizing peace while providing a therapeutic environment.

The Fleet building provides vehicle and equipment maintenance services for all of Polk County Conservation. The Fleet department services over 200+ vehicles, trailers, and other pieces of equipment. This requires a dedicated team of professionals and a fully functional shop.

The CMO staff, along with steel roofing contractors, have made several repairs to both buildings over the past few years. These repairs have not resolved the leaking issues. Given the usage and the need for both buildings to be fully functional, it is recommended to install a rubber roof membrane and seal around any protrusions. It is also recommended that CMO staff replace the cupolas and power vents over the barn area of the Equestrian Center roof.

The estimated cost for this work was under the competitive sealed bid threshold. After bids were received it was revealed that they were over the formal quote process. However, several bids were requested during the formal quote process and the required two minimum bids were received with the lowest responsible bidder being Kurtz Coatings, LLC. Staff recommends accepting the quote from Kurtz Coatings, LLC.

FISCAL IMPACT:

<u>Amount:</u>	<u>\$199,079</u>	Total Costs
	\$151,981	Bid Price
	\$29,000	Cupolas replacement
	\$18,098	10% Contingency

Funding Source: 2022 Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION:

Approving roof repair of the Equestrian Center and the Fleet Shop at Jester Park to the lowest responsible bidder, Kurtz Coatings, LLC, in the amount of \$180,981 plus a 10% contingency and designating the Board Chair or his designee to sign said agreement.

KURTZ COATINGS LLC

(641) 328-3294

3230 HWY T47 • Montour, IA 50173

PROPOSAL & CONTRACT

Proposal valid for 30 days from



In Contract With: Machines Shop
Attn: Brent Hansen
Street: 11407 NW Jester Park Drive
City: Granger State: IA Zip: 50109
Phone Number: 712-450-4390
Fax Number: _____
Email Address: brent.hansen@polkcountyiowa.gov

Project Name: _____
Project Address (If different): _____
City: _____ State: _____ Zip: _____
Approximate Total Square Foot of Project: 6510 Sq. ft.
Description and/or Notes: _____

Waterproof roof with Metal Roof Restoration System

- #1. Power wash roof with Rust Off®.
- #2. Prime roof, using Encase® Rust Inhibiting Metal Primer.
- #3. Caulk fastener heads & vents using Kwik Kaulk®.
- #4. Reinforce seams with Spunflex™ fabric in Base Coat and/or Spunflex Butyl Tape.
- #5. Apply white PUMA® XL Top Coat at approx. 2 gallons per square.

- Roof system has 85% reflectivity, and UL-790 Class A fire rating.
- Roof is warranted against leaks for a period of 18 years.
- Warranty covers materials and workmanship.
- This is a non pro-rated warranty.
- Building owner will supply water and electrical power as needed.



We propose hereby to furnish material and labor complete with above specifications, for the sum of Nineteen Thousand Five Hundred Thirty dollars [\$ 19,530.00]
Payment to be made as follows: 1/3 on signing contract, 1/3 when material is delivered, and balance on completion of job.

Material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Subject to final acceptance by Contractor:

Mike Kurtz 6/24/22
Signature Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Sign: _____ Print: _____ Title: _____ Date: _____
Sign: _____ Print: _____ Title: _____ Date: _____



(641) 328-3294
3230 HWY T47 • Montour, IA 50173

PROPOSAL & CONTRACT

Proposal valid for 30 days from _____



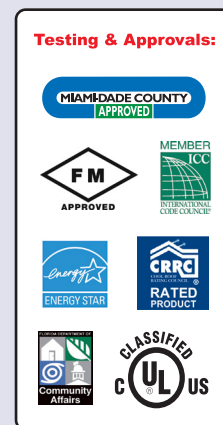
In Contract With: _____
Attn: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Project Name: _____
Project Address (If different): _____
City: _____ State: _____ Zip: _____
Approximate Total Square Foot of Project: _____
Description and/or Notes: _____

Waterproof roof with Metal Roof Restoration System

- #1. Power wash roof with Rust Off®.
- #2. Prime roof, using Encase® Rust Inhibiting Metal Primer.
- #3. Caulk fastener heads & vents using Kwik Kaulk®.
- #4. Reinforce seams with Spunflex™ fabric in Base Coat and/or Spunflex Butyl Tape.
- #5. Apply white Benchmark® Top Coat at approx. 2 gallons per square.

- Roof system has 85% reflectivity, and UL-790 Class A fire rating.
- Roof is warranted against leaks for a period of _____ years.
- Warranty covers materials and workmanship.
- This is a non pro-rated warranty.
- Building owner will supply water and electrical power as needed.



We propose hereby to furnish material and labor complete with above specifications, for the sum of _____ dollars [\$_____]

Payment to be made as follows: 1/3 on signing contract, 1/3 when material is delivered, and balance on completion of job.

Material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Subject to final acceptance by Contractor:

Dillon E. Kurtz June 17, 2022
Signature Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Sign: _____ Print: _____ Title: _____ Date: _____
Sign: _____ Print: _____ Title: _____ Date: _____



Proposal & Contract

Enos Miller
1555 285th St
Toledo, Iowa 52342

641-436-0407

info@hawkeyeflatroofsolutions.com
HawkeyeFlatRoofSolutions.com



Metal Roof Restoration

SUBMITTED TO:	Polk county conservation	Date:	june 9 2022
Address:	11171 nw 103 rd ct	Phone:	712-540-4390
CITY/STATE/ZIP:	Granger iowa	Contact Name:	Brent Hanson
JOB DESCRIPTION:	Maintenance shop 6868 sq ft. Horse arena 50,674 sq ft.		

We hereby submit specifications & estimates to restore the existing metal roof using Puma XL Coating:

- (1) Acid-etch roof surface with Rust-Off rust and oxide film remover.
 - (2) Pressure wash entire roof surface.
 - (3) Apply Metal Ready rust inhibitor primer to entire roof area.
 - (4) Tighten or replace fasteners where necessary.
 - (5) Seal fasteners with Conklin fastener grade Kwik-Kaulk with 1,000% elongation.
 - (6) Seal roof protrusions with combination of premium caulking compound, polyester fabric & coatings.
 - (7) Apply Benchmark base coat (a rubberized coating that remains flexible) with Spunflex II polyester fabric embedded into side lap and end lap seams.
 - (8) Apply Puma XL white Topcoat (cures to a tack free dirt resistant finish) over entire roof area at the rate of 1.9 gallons per square.
- Roof system has 85% reflectivity and UL-790 Class A fire rating.
 - Roof is warranted against leaks for a period of 18 years. (30 year life expectancy)
 - Warranty covers material and workmanship. This is a non-prorated warranty.
 - Building owner will supply water and electricity as needed.



We propose hereby to furnish material and labor complete with above specifications, for the sum of:

Horse arena. \$144,420.00. Maintenance shop \$24,038.00

Payment is to be made as follows: One third to be paid upon acceptance of this contract, one third when material are delivered and balance to be paid upon completion of job. In the event Customer cancels this contract, the deposit shall be non-refundable. If Customer does not pay any balances when due, Customer agrees to pay all costs of collection, including reasonable attorney fees. Unpaid invoices accrue finance charges of 1.5% per month.

All materials are guaranteed to be as specified. All work is to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Hawkeye Roofing will not be responsible for condensation

Subject to final acceptance by Contractor:

Contractor

Signature

Price valid for 30 days from date of proposal

Customer

Signature

Title

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date

	Date	July 13, 2022
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 22-0713

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.