



BOARD MEETING

May 11, 2022

**5:30 p.m. – Jester Park Nature Center – Classrooms B&C
12130 NW 128th St, Granger, IA 50109**

AGENDA

- 1) **Roll Call**
- 2) **Public Comments**
- 3) **Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of Trails End Mitigation Bank Wetland Restoration project to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency.**
- 4) **New Employee Introduction**
 - a. **Matt Archibald – HR Specialist**
- 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** additional funds for the construction of the 35th Street Wetland and the Lower Fourmile Creek Road Removals – Phase I project in the amount of \$25,000.
- 9) **Approving** the 5% base salary increase effective the start of the pay period of 7/1/22 for all Polk County Conservation full-time staff as recommended by the Polk County Board of Supervisors Resolution that was adopted on March 8, 2022.

ACTION ITEMS

- 10) **Public Hearing approving** plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of Trails End Mitigation Bank Wetland Restoration project to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency.
- 11) **Approving** the agreement between Polk County Conservation and JEO Consulting Group for Engineer's Construction Administration services for the Trails End Mitigation Bank stream restoration and wetland basin grading in an amount not to exceed \$115,000.
- 12) **Approving** the proposal from The Concrete Company to perform remaining concrete work at the Lauridsen Skatepark resulting from special event needs observed since the opening of the park in the amount of \$150,020 with a 5% contingency.
- 13) **Approving** staff to apply for an Iowa Department of Natural Resources Wildlife Habitat Stamp Grant for the Bailey Property acquisition and restoration at Chichaqua Bottoms Greenbelt.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

14) Land Acquisition

ADJOURNMENT

Upcoming Events

- May 17, 2022: Water Quality Monitoring Spring Snapshot, 8:00 AM – 1:00 PM at various locations
- May 15 & 29, 2022: Push Start Clinics by SkateDSM, 9:30 AM at Lauridsen Skatepark
- May 18, 2022: Kalona "A Step Back In Time" Bus Trip, 7:00 AM – 6:30 PM
- June 4, 2022: National Trails Day, 10:00 AM at Easter Lake
- June 8, 2022: PCC Board Meeting, 5:30 PM, PCC Park TBD
- June 11, 2022: Fish with the Fuzz, 9:00 AM at Easter Lake, Shelter 4

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 4/30/22 (83.33% 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	0.0%
0213	Equipment	\$ 35,600	\$ 35,671	\$ (71)	100.2%
6006	Environmental Ed	\$ 104,000	\$ 89,764	\$ 14,236	86.3%
6009	Natural Resources	\$ 132,500	\$ 126,144	\$ 6,356	95.2%
6101	Administration	\$ 474,146	\$ 82,312	\$ 391,834	17.4%
6103	Community Outreach	\$ -		\$ -	0.0%
6104	Conservation Grants	\$ 59,000	\$ 58,774	\$ 226	0.0%
6110	Parks Advocacy Unit	\$ 683,800	\$ 563,617	\$ 120,183	82.4%
6118	Fleet Services	\$ 10,000	\$ 3,166	\$ 6,834	31.7%
6119	Construction/Maint.	\$ 10,000	\$ 10,887	\$ (887)	0.0%
6124	Equestrian Center	\$ 145,000	\$ 139,925	\$ 5,075	96.5%
Sub-Total - General Fund 1		\$ 2,279,046	\$ 1,310,260	\$ 968,786	57.5%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 106,000	\$ 77,190	\$ 28,810	72.8%
6126	Mitigation Banking	\$ 418,424	\$ 418,424	\$ -	100.0%
6127	Miscellaneous	\$ 10,000	\$ 10,338	\$ (338)	103.4%
6128	Cabins	\$ 140,500	\$ 120,090	\$ 20,410	85.5%
6129	Laurisden Skatepark	\$ 32,600	\$ 31,106	\$ 1,494	95.4%
Sub-Total - General Fund 6		\$ 707,524	\$ 657,148	\$ 50,376	92.9%
REAP - Fund 26					
0211	Resource Enhancement	\$ 115,934	\$ 115,994	\$ (60)	100.1%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 324,100	\$ 323,575	\$ 525	99.8%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 304,000	\$ 372,737	\$ (68,737)	122.6%
Sub-Total - Enterprises Fund 286		\$ 304,000	\$ 372,737	\$ (68,737)	122.6%
Grand Total - Conservation		\$ 3,730,604	\$ 2,779,714	\$ 950,890	74.5%

2021 - 2022 Expense Budget
- as of 4/30/22 (83.33% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 1,543,233	\$ 690,505	\$ 852,728	44.7%
0213	Equipment	\$ 310,600	\$ 264,297	\$ 46,303	85.1%
6006	Environmental Ed	\$ 663,539	\$ 499,747	\$ 163,792	75.3%
6009	Natural Resources	\$ 1,143,600	\$ 917,804	\$ 225,796	80.3%
6101	Administration	\$ 1,340,942	\$ 1,167,019	\$ 173,923	87.0%
6103	Community Outreach	\$ 192,300	\$ 148,118	\$ 44,182	77.0%
6104	Conservation Grants-2018 Flood	\$ 60,000	\$ 50,562	\$ 9,438	84.3%
6110	Parks Advocacy Unit	\$ 1,330,602	\$ 1,085,701	\$ 244,901	81.6%
6118	Fleet Services	\$ 595,701	\$ 502,860	\$ 92,841	84.4%
6119	Construction/Maint.	\$ 735,658	\$ 630,035	\$ 105,623	85.6%
6124	Equestrian Center	\$ 688,210	\$ 565,339	\$ 122,871	82.1%
Sub-Total - General Fund 1		\$ 8,604,385	\$ 6,521,987	\$ 2,082,398	75.8%
6125	JP Lodge	\$ 13,800	\$ 4,091	\$ 9,709	29.6%
6126	Mitigation Banking	\$ 75,000	\$ 7,635	\$ 67,365	0.0%
6127	Miscellaneous	\$ 24,590	\$ 11,565	\$ 13,025	47.0%
6128	JP Cabins	\$ 80,900	\$ 56,034	\$ 24,866	69.3%
6129	Laurisden Skatepark	\$ 100,000	\$ 118,163	\$ (18,163)	118.2%
Sub-Total - General Fund 6		\$ 294,290	\$ 197,488	\$ 96,802	67.1%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,504,883	\$ 1,237,174	\$ 267,709	82.2%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ -	\$ -	\$ -	0.0%
REAP - Fund 26					
0211	Resource Enhancement	\$ 152,050	\$ 5,850	\$ 146,200	3.8%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 4,200,890	\$ 2,724,883	\$ 1,476,007	64.9%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 335,000	\$ 31,735	\$ 303,265	9.5%
Sub-Total - Enterprises Fund 286		\$ 335,000	\$ 31,735	\$ 303,265	9.5%
Grand Total - Conservation		\$ 15,091,498	\$ 10,719,117	\$ 4,372,381	71.0%

PCWLL EXPENDITURES AS OF :

April 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	\$ 1,063,298	\$ 204,745	\$ 197,230	\$ (209,981)	\$ 1,255,292	\$ 104,731	
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	\$ 1,408,050	\$ 8,219	\$ 26	\$ -	\$ 1,416,295	\$ 17,978	
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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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	\$ 797,515	\$ (173,200)	\$ 960,862	\$ (0)	
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	\$ 1,117,319	\$ (59,416)	\$ 1,068,624	\$ 389,522	
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	\$ 315,206	\$ 222,549	\$ 1,842,073	\$ (181,683)	\$ 2,198,144	\$ (493,641)	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

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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	\$ 158,720	\$ -	\$ 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	\$ -	\$ -	\$ 16,945	\$ -	\$ 12,446	\$ 63,647	\$ -	\$ 76,093	\$ 3,819	
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	\$ -	\$ -	\$ -	\$ -	\$ 126,165	\$ 115,908	\$ (111,070)	\$ 131,003	\$ 256,564	
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	\$ -	\$ -	\$ 268,933	\$ -	\$ 20,530	\$ 248,403	\$ -	\$ 268,933	\$ 1	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 2,652	\$ -	\$ -	\$ 2,652	\$ -	\$ 2,652	\$ -	
C20-6346	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C20-6349	COPPER CREEK	\$ -	\$ -	\$ 310,076	\$ -	\$ 8,104	\$ 301,972	\$ (6,691)	\$ 303,385	\$ 6,691	
C20-6351	EASTERN MOUNDS	\$ -	\$ -	\$ 35,200	\$ -	\$ -	\$ 35,200	\$ -	\$ 35,200	\$ -	
C20-6352	HTT TO POLK CITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ (6,000)	\$ -	\$ -	

PCWLL EXPENDITURES AS OF :

April 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	\$ -	\$ -	\$ 3,170,943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,295,220	
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	\$ 37,080,535	\$ 7,191,341	\$ 21,624,141	\$ (17,326,365)	\$ 48,569,652	\$ 1,796,802	\$ -

Polk County Conservation Board
5:30 p.m. - Polk County Administration Bldg., Room 120
111 Court Ave., Des Moines, IA

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in person for regular session Wednesday, April 13, 2022. The meeting was called to order at 5:30 p.m.

#22-0401 **Roll Call**

Members Present: **Crane, Lewis, Mollenhauer, Altringer (ZOOM), Cataldo**

Members Absent:

#22-0402 **Public Comments**

#22-0403 **Trail's End Mitigation Bank Presentation/Update – Adam Fendrick**

#22-0404 **Public Hearing approving** plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of Trails End Mitigation Bank Wetland Restoration project to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency.

- a. **Action approving** plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of Trails End Mitigation Bank Wetland Restoration project to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency.

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 22-0404a.

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

Members Absent:

#22-0405 **New Employee Introduction**

- a. Doug Today – Natural Resources Technician

#22-406 **Financial Reports**

#22-407 **MOVED BY** Lewis to approve the March 9, 2022 meeting minutes.

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

Members Absent:

Members Abstain: **Cataldo**

CONSENT AGENDA

#22-0408 **Approving** bill list.

- #22-0409 **Approving** agreement with Polk County Conservation and Coalition 375 to host an international skateboarding competition (The Dew Tour) at the Lauridsen Skatepark.
- #22-0410 **Approving** Renda Electric to upgrade the electrical service at the Easter Lake shop to a 400-amp service in the amount of \$28,500 with a 10% contingency (\$2,850), not to exceed \$31,350.

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

ACTION ITEMS

- #22-0411 **Approving** the Memorandum of Understanding between Polk County Conservation Board and the Great Outdoors Foundation to provide mutual support to raise private funds in support of the mission of Polk County Conservation through a Quasi-Endowment Fund.

LET THE RECORD SHOW it was moved by Cataldo to approve Action Item 22-0411.
Vote Yea: **Mollenhauer, Cataldo, Lewis, Crane, Altringer**
Members Absent:

- #22-0412 **Approving** contract with Country Landscapes, Inc. to make repairs to the Jester Park Nature Playscape in a contract amount of \$109,868.88 plus a 20% contingency.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 22-0412.
Vote Yea: **Mollenhauer, Cataldo, Lewis, Crane, Altringer**
Members Absent:

- #22-0413 **Approving** the selection of the recommended consulting firms for the four discipline areas identified to provide bond project professional consulting services to Polk County Conservation for the next 10 years.

LET THE RECORD SHOW it was moved by Cataldo to approve Action Item 22-0413.
Vote Yea: **Mollenhauer, Cataldo, Lewis, Crane, Altringer**
Members Absent:

- #22-0414 **Approving** the purchase of a 9.4-acre property within Chichaqua Bottoms Greenbelt from the Iowa Natural Heritage Foundation for \$502,653.40.

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 22-0414.
Vote Yea: **Mollenhauer, Cataldo, Lewis, Crane, Altringer**
Members Absent:

BOARD DISCUSSION

Director's Remarks

Rich – the 2022 Decision Package that was presented by PCC leadership to the Polk County Board of Supervisors officially passed – PCC got everything except the Ape Trust fence. PCC was awarded 3 FTE (1 Leisure Services Division Manager, 1 Leisure Services Maintenance Coordinator, 1 Water Quality Coordinator), 1 Permanent PT 29 hrs/wk Parks Laborer at Lauridsen Skatepark, Internship funding (working with HR to form robust program to utilize Fall 2022), a 5% Operations funding increase across the board, Trestle to Trestle Bridge funding to close the gap created by lack of FEMA funding – construction on the bridge is going really well as it is on time and on budget (awarded \$250,000), awarded \$500,000 for capital upgrades to Lauridsen Skatepark, \$40,000 was added to the annual Fleet Budget, and \$850,000 was awarded to the Easter Lake North Shore Improvement Project.

Greg – Will there be seating installed at Lauridsen Skatepark?

Rich – Sidewalks and retaining walls will be built that will serve as sitting walls/areas for viewing.

Kami – Dew Tour wants to be able to bring in seating and arrange as necessary so no permanent seating will be installed.

Rich – The Easter Lake North Shore Improvement project has currently raised \$5,000,000 and is looking to apply for Destination Iowa money and other grants.

\$21,000,000 from Bond will be accessible in May – need to spend in 2 years.

Ryan – Is there a possibility of adding 60 min on to a future PCC Board meeting to discuss how \$21,000,000 will be spent?

Rich – Allocation of Bond funding was laid out in the Board Member retreat in Jan 2022 but we could do a 1 pager to break down expenses.

Jim – A spreadsheet with line items would be helpful.

Rich – I can work with Natalie so we have a running accounting of where money is being spent and project timeline progress as things move forward.

Jim – Mirror monthly 2012 PCWLL spending spreadsheet that is sent every month with Board Packet.

Rich – We will figure out how to do reporting and send it to you. You all saw the ICON story that they missed their second bid package? This is not us – we do contribute but this is a bigger challenge that the whole ICON board is dealing with. High profile members on Board should be able to facilitate something for third bid.

Once in a while I don't fully hit on everything the staff is doing so here's an update on how PCC staff is working hard to secure additional funding: Deputy Director Kami Rankin brought in a \$1,000,000 sponsorship from Athene for the Easter Lake North Shore Improvement Project – Athene will be given the naming rights to the Easter Lake North Shore entrance. Adam Fendrick brought in a \$250,000 TAP grant for the High Trestle Trail for the connection to Polk City (we have to share this funding with Polk City), Missy Smith was awarded an Iowa Audubon grant of \$500 for bird dots that will be applied to windows at the Nature Center to prevent

future bird collision deaths, Cassie Cook was awarded an IA DNR grant in the amount of \$2,188 for amphibians & reptiles, Allison Wisgerhof was awarded a \$2500 2022 Trees For Kids program grant, and Brad Janssen was awarded a \$4500 grant for a fishing event at Easter Lake this summer.

ARPA Funding - Polk County has \$90,000,000 – there will be a pot of money for water quality – PCC is having a hard time getting traction for utilizing these funds – PCC could really use some of this funding to leverage more dollars for water quality – please remember to raise this issue with the BOS members if you have the chance. This funding could help with projects in which PCC partners with other organizations to accomplish – such as Brenton Slough. We won't be spending \$8,000,000 to buy Brenton Slough so an infusion of funding from ARPA would be very beneficial. We can produce tangible results that can provide momentum for other projects!

Jill – It is outstanding that staff is pursuing these grant opportunities! Thank you so much for sharing this information!

Pam – Ditto!

Ryan – The fact that staff is accomplishing all of this work and grants is amazing!

Board & Chair Remarks

Greg - Amanda and Cassie are coming to Isaac Walton League in May to tell us about Brown's Woods!

CLOSED SESSION

#22-0415 Moved by **Mollenhauer** 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, Crane, Mollenhauer, Altringer, Lewis**

Members Absent:

Closed Session: Katie Stoklasa, Rich Leopold, Kami Rankin, Ryan Crane, Cassie Cook, Doug Sheeley, Greg Lewis, Jill Altringer, Natalie McFarlane, Pam Mollenhauer, Kate Clark, Adam Fendrick, Jessica Lown, Jim Cataldo

Action on closed session:

Moved by Mollen to return to open session.

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

Members Absent:

Adjournment - Meeting adjourned at 7:24 p.m.

	Date	May 11, 2022
	Item No. Roll Call No. Submitted by:	CONSENT 22-0507a Adam Fendrick Park Planner

AGENDA HEADING:

Recommending to the Polk County Board of Supervisors to approve a Perpetual Overhead Electrical Easement to MidAmerican Energy Company for construction and construction-related activities for the Easton Boulevard reconstruction project - E. 33rd Street to Fourmile Creek on land known as the Fourmile Creek Greenway.

INFORMATION:

The City of Des Moines will be reconstructing Easton Boulevard from E. 33rd Street to Fourmile Creek that requires MidAmerican Energy Company to obtain a perpetual overhead electric easement on land managed by Polk County Conservation. The easement will grant construction crews access to the project site, and once completed, they will restore the land back to the original condition.

FISCAL IMPACT:

Amount: N/A

Funding Source: N/A

PREVIOUS BOARD ACTION(S): N/A

Date:

Roll Call Number:

Action:

RECOMMENDATION:

Recommending to the Polk County Board of Supervisors to approve a Perpetual Overhead Electrical Easement to MidAmerican Energy Company for construction and construction-related activities for the Easton Boulevard reconstruction project - E. 33rd Street to Fourmile Creek on land known as the Fourmile Creek Greenway and directing staff to proceed with the approval process.

Prepared by and return to: Tyler Gartenberg 515-281-2334
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
OVERHEAD ELECTRIC EASEMENT**

Folder No.	<u>109719-22</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>DR2954418X</u>	County of	<u>Polk</u>	
Project No.	<u>A1144</u>	Section	<u>32</u>	
		Township	<u>79</u>	North
		Range	<u>23</u>	West of the 5 th P.M.

For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Polk County, Iowa for the use and benefit of the Polk County Conservation Board**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non- exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "Facilities") upon, over, along, and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY AND EASEMENT AREA:

Please see Exhibit A, attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's right to operate and maintain its Facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Grantor each certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

8. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this ____ day of _____, 20__

Polk County, Iowa for the use and benefit of the Polk County Conservation Board

By: _____

Its: _____

Print: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 20__, by
as _____ of Polk County, Iowa for the use and
benefit of the Polk County Conservation Board.

Signature of Notary Public

\$DATE\$
\$TIME\$
\$FILE-DATE\$

INDEX LEGEND

SERVICE PROVIDED FOR:
CITY OF DES MOINES
400 ROBERT D. RAY DRIVE
DES MOINES, IOWA 50309

REQUESTED BY:
CITY OF DES MOINES

RETURN TO:
CITY OF DES MOINES
1551 E. MARTIN LUTHER KING JR. PKWY
DES MOINES, IOWA 50309
PHONE: 515-283-4050

BASIS OF BEARING:
IOWA SOUTH COORDINATE SYSTEM (NAD83)
IOWA DEPARTMENT OF TRANSPORTATIONS-
IOWA REAL TIME NETWORK

LOCATED:
LOT 2
OFFICIAL PLAT OF THE N 1/2
OF THE NE 1/4 OF THE NE 1/4
SECTION 32
TOWNSHIP 79 NORTH
RANGE 23 WEST

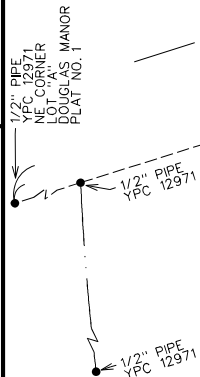
N 1/2 OF THE NE 1/4
SECTION 32
TOWNSHIP 79 NORTH
RANGE 23 WEST

TITLE HOLDER:
POLK COUNTY

ADDRESS:
3305 EASTON BOULEVARD
DES MOINES, IOWA 50317

RECORDER'S AREA

NUMBER	BEARING	DISTANCE
A	N72° 37'08"E	3.00'
B	S17° 22'52"E	14.00'
C	S72° 37'08"W	3.00'
D	N17° 22'52"W	14.00'
E	N73° 49'36"E	3.00'
F	S16° 10'24"E	5.00'
G	S73° 49'36"W	3.00'
H	N16° 10'24"W	5.00'



LEGEND

- FOUND MONUMENT (AS NOTED)
- + CALCULATED CORNER
- M MEASURED DIMENSION
- C CALCULATED DIMENSION
- R RECORDED DIMENSION
- D DEEDED DIMENSION
- P PLATTED DIMENSION
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP
- PERMANENT EASEMENT
- LOT LINE
- CENTERLINE
- DEED LINE
- SECTION LINE
- EXISTING EASEMENT LINE
- EXISTING RIGHT OF WAY LINE

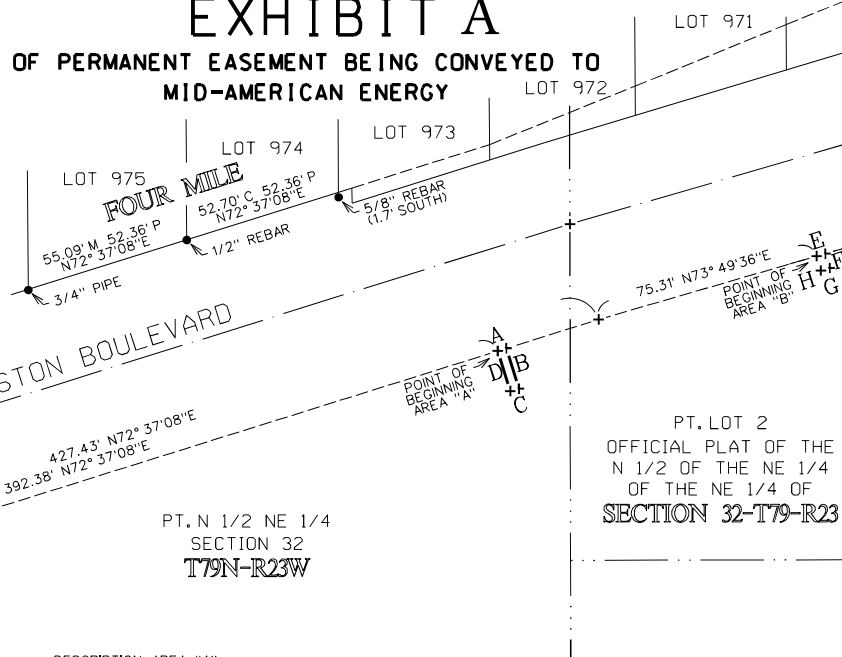


1" = 50'



EXHIBIT A

OF PERMANENT EASEMENT BEING CONVEYED TO MID-AMERICAN ENERGY



PT. N 1/2 NE 1/4
SECTION 32
T79N-R23W

PT. LOT 2
OFFICIAL PLAT OF THE
N 1/2 OF THE NE 1/4
OF THE NE 1/4 OF
SECTION 32-T79-R23

DESCRIPTION: AREA "A"

A PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", DOUGLAS MANOR PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AND ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF EASTON BOULEVARD, AS PRESENTLY ESTABLISHED: THENCE NORTH 72° (DEGREES) 37° (MINUTES) 08° (SECONDS) EAST, 392.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 72° 37'08" EAST ALONG SAID RIGHT OF WAY LINE, 3.00 FEET; THENCE SOUTH 17° 22'52" EAST, 14.00 FEET; THENCE SOUTH 72° 37'08" WEST, 3.00 FEET; THENCE NORTH 17° 22'52" WEST, 14.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 42 SQUARE FEET.

DESCRIPTION: AREA "B"

A PART OF LOT 2 OF THE OFFICIAL PLAT OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", DOUGLAS MANOR PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AND ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF EASTON BOULEVARD, AS PRESENTLY ESTABLISHED: THENCE NORTH 72° (DEGREES) 37° (MINUTES) 08° (SECONDS) EAST, 427.43 FEET; THENCE NORTH 73° 49'36" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 75.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 73° 49'36" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 3.00 FEET; THENCE SOUTH 16° 10'24" EAST, 5.00 FEET; THENCE SOUTH 73° 49'36" WEST, 3.00 FEET; THENCE NORTH 16° 10'24" WEST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15 SQUARE FEET.

DEPARTMENT OF ENGINEERING
CITY OF DES MOINES, IOWA
(515) 283-4931

EASTON BLVD RECONST: E33RD TO 4 MILE
ACT. 1.D. 06-2017-010

EXHIBIT A PE-27

SHEET 1 OF 1

Rev/Date



Date

May 11th, 2022

Item No.

CONSENT

Roll Call No.

22-0508

Submitted by:

**Amanda Brown
Conservation Ecologist**

AGENDA HEADING

Approving additional funds for the construction of the 35th Street Wetland and the Lower Fourmile Creek Road Removals – Phase I project in the amount of \$25,000.

INFORMATION:

As part of the partnership with the City of Des Moines for the Lower Fourmile Creek property buyouts, by Roll Call No. 20-0722, the Des Moines City Council approved funds for Fiscal Year '21 through Fiscal Year '23 for Road Removals within the Fourmile Creek Greenway in the amount up to \$1,200,000; with \$700,000 identified for Phase I Road Removals.

This Phase I road removal project was bid in tandem with the construction of the 35th Street Wetland project that was brought to the Board and approved in 2020.

As construction has progressed, it was determined that drainage of a planned cul-de-sac area was not properly designed. Changes to the design in order to properly discharge the surface runoff has resulted in additional costs to the project. Estimated additional cost is \$46,187. This is over the original 5% contingency approved for the project. Due to the original contingency approved (minus a few other change orders), only an additional \$25,000 is needed for approval.

FISCAL IMPACT:

Amount:

Fourmile Creek Road Removals – Phase I

\$624,613.70

Original Contract Amount + 5% contingency

\$ 25,000

Additional funding request

\$649,613.70

Not to Exceed

Funding Source:

\$700,000

City of Des Moines (Reimbursement)

PREVIOUS BOARD ACTION(S):

Date: January 9th, 2022

Roll Call Number: 22-0102a **(Yea – 5)**

Action: Action on approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of the 35th Street Wetland and the Lower Fourmile Creek Road Removals – Phase I project to Wenthold Excavating, LLC in a contract amount of \$1,191,053.44 plus a 5% contingency.

Date: December 14, 2020

Roll Call Number: 20-1214 **(Yea – 5)**

Action: Approving amendment to the Professional Services Agreement for the Fourmile Creek 35th Street Wetland with JEO Consulting to provide additional engineering services for an amount of \$49,500 subject to approval by the City of Des Moines.

Date: April 6, 2020

Roll Call Number: 20-0406 **(Yea – 4, VACANT – 1)**

Action: Approving contract with JEO Consulting Group for Design/Engineering Services for a storm water wetland in the Fourmile Creek Greenway along 35th street in the amount of \$20,080.

Date: February 14, 2020

Roll Call Number: 20-0214 **(Yea – 4, VACANT – 1)**

Action: Approving The Urban Water Quality Initiative grant application for installation of a storm-water wetland in the Fourmile Creek Greenway south of Hubbell Avenue along 35th street with a \$130,000 commitment from Polk County Conservation.

RECOMMENDATION:

Approving additional funds for the construction of the 35th Street Wetland and the Lower Fourmile Creek Road Removals – Phase I project in the amount of \$25,000 and authorizing the Director or their designee to sign the change order.

CHANGE ORDER

****PROPOSAL 2, "PVC"*****

No: 5

TO: Polk County Conservation
ATTN: Adam Fendrick
ADDRESS: 12130 NW 128th Street
Granger, IA 50109
PHONE: 515-323-5300
DATE: 04/26/2022

JOB NAME: Fourmile Creek Wetland Phase 1
LOCATION: Polk Co



We hereby agree to make the following change(s):	Quantity	Price	TOTAL
15" PVC Flared End Section	1	\$2,050.00	\$2,050.00
15" PVC Pipe	367	\$121.00	\$44,407.00
SW-401	1	\$5,530.00	\$5,530.00
Less 30' of RCP pipe from original quote (+restock fee)*	30	\$ (115.00)	-\$3,450.00
Less RCP FES from Original Project Quote (+restock fee)*	1	\$ (2,350.00)	-\$2,350.00
*Materials currently on site			
TOTAL DUE			\$46,187.00

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

We hereby agree to make the change(s) specified above at the price indicated per this Change Order.

The prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the established terms and conditions specified in the original contract unless otherwise specified.

Authorized Contractor Signature

Owner Signature/Representative of the Owner

Date of Acceptance

Date of Acceptance

	Date	May 11, 2022
	Item No. Roll Call No. Submitted by:	CONSENT 22-0509 Kami Rankin Deputy Director

AGENDA HEADING:

Approving the 5% base salary increase effective the start of the pay period of 7/1/22 for all Polk County Conservation full-time staff as recommended by the Polk County Board of Supervisors Resolution that was adopted on March 8, 2022.

INFORMATION:

On March 8th, the Board of Supervisors adopted a resolution extending a 5% base salary increase effective the start of the pay period of 7/1/2022 to Department Heads, Management/Supervisory, and Excluded employees.

The County Auditor and Director of Human Services were directed to take the necessary steps to implement this resolution. As a result, we were contacted by Human Resources to provide Polk County Conservation Board approval of this 5% cost of living increase. We have not been asked to do this in the past, but it was recommended for best practices moving forward since our manual differs from Polk County's manual.

As part of our 2023 by-laws, we will include language that states our agency shall follow the payroll practices and increases established by Polk County in the future so that this does not need to be brought to the PCC Board each year.

FISCAL IMPACT:

Amount: N/A

Funding Source: Polk County Conservation Board of Supervisors

PREVIOUS BOARD ACTION(S):

Date: N/A

Roll Call:

Action:

RECOMMENDATION:

Approving the 5% base salary increase effective the start of the pay period of 7/1/22 for all Polk County Conservation full-time staff as recommended by the Polk County Board of Supervisors on March 8, 2022.



Date

May 11, 2022

Item No.

ACTION

Roll Call No.

22-0510

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING

Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of Trails End Mitigation Bank Wetland Restoration project to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency.

INFORMATION:

It was brought to Conservation's attention that the Notice of Public Hearing did not get published in the timeframe outline by State Bidding Code at last month's Board meeting. This Board item will again hold the Public Hearing to award plans, specifications, form of contract, engineer's estimate, and designate the lowest responsible bidder to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency.

A new Notice of Public Hearing was published in accordance with State Code for the May Board meeting.

Conservation has been working with JEO Consulting to develop the Trails End site into a Wetland Mitigation Bank per Section 404 of the Clean Water Act. Plans call for the enhancement, restoration, and development of emergent and forested wetland credits, upland buffer credits, and stream credits. When complete, the Bank will generate approximately \$15M worth of credits available to purchase.

JEO Consultants prepared the construction plans to develop the six wetland basins as part of the Bank with an engineer's estimate of \$8.2M. Plans and specifications were prepared and distributed to bidders on March 7th and advertised in accordance to State Code. Sealed Bids were opened on April 6th where four bidders submitted bids. The lowest responsible bid was from RW Excavating, LLC in amount of \$7,175,181.06. JEO Consultants and staff recommends the Board to accept the bid proposal from RW Excavating, LLC.

FISCAL IMPACT:

Amount:

\$7,175,181.06	Contract Amount
\$ 358,759.05	5% Contingency
\$7,533,940.11	Not to Exceed

Funding Source:

Polk County Conservation Land & Water Legacy Bond (2022)

PREVIOUS BOARD ACTION(S):

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.

Date: February 13, 2019

Roll Call: 19-0209 **(4 Yea/1 Absent)**

Action: Waiving the Boards purchasing authority and authorizing Director or Deputy Director to sign agreements related to mitigation banking planning.

Date: October 10, 2018

Roll Call: 18-1010 **(4 Yea/1 Absent)**

Action: Approving Master Services Agreements with Impact 7G (HR Green); JEO Consulting Group, Snyder Engineering and WHKS for mitigation banking services and authorizing the Director or Deputy Director to sign said Agreements upon Legal review.

RECOMMENDATION:

Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of Trails End Mitigation Bank Wetland Restoration project to RW Excavating, LLC in a contract amount of \$7,175,181.06 plus a 5% contingency and authorizing the Board chair or his designee to sign said agreement.



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

April 7, 2022

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

RE: Trails End Mitigation Bank
Recommendation of Award

Dear Mr. Lawrence:

On April 6, 2022, four (4) bids were received by the Polk County Conservation for the above referenced project.

The low bidder is RW Excavating, submitting a total price of \$7,175,181.06.

Based on our review of the bids received, it is our recommendation to the County Board to accept the low bid and award the contract to RW Excavation at the bid price of \$7,175,181.06.

If you have any questions about the recommendation, please feel free to contact me.

Sincerely,

Daniel Sturm, P.E.
Project Manager

JEO CONSULTING GROUP INC

1909 Dakota Avenue | South Sioux City, Nebraska 68776-2737 | p: 402.494.7019 | f: 402.494.1702

www.jeo.com



Bid Tab

PROJECT | Trails End Mitigation Bank Wetland Restoration

JEO PROJECT NO. | 181163.00

LOCATION | Polk County, IA

LETTING | April 6, 2022 @ 3:00 PM

OPINION OF PROBABLE COST | \$8,316,320.00

Bidder	Total Bid Items	Start Date
RW Excavating Solutions Prairie City, IA	\$7,175,181.06	
C.J. Moyna & Sons, LLC Elkader, IA	\$7,951,514.35	
Wenthold Excavating, LLC Elkhart, IA	\$8,279,867.85	
McAninch Coroporation Des Moines, IA	\$8,621,854.20	



Tab Sheet

PROJECT | Trails End Mitigation Bank Wetland Restoration

JEO PROJECT NO. | 181163.00

LOCATION | Polk County, IA

				RW Excavating Solutions, LLC		CJ Moyna & Sons, LLC		Wenthold Excavating, LLC		McAninch Corp	
BID ITEMS											
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total	Unit	Total	Unit	Total
1	CLEARING AND GRUBBING	1.1	AC	\$12,000.00	\$13,200.00	\$32,000.00	\$35,200.00	\$30,000.00	\$33,000.00	\$29,580.00	\$32,538.00
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	315,101	CY	\$4.70	\$1,480,974.70	\$3.20	\$1,008,323.20	\$6.00	\$1,890,606.00	\$10.20	\$3,214,030.20
3	EXCAVATION, CLASS 10, WASTE	124,104	CY	\$13.20	\$1,638,172.80	\$12.10	\$1,501,658.40	\$15.00	\$1,861,560.00	\$15.50	\$1,923,612.00
4	LOCATING TILE LINES	14	STA	\$500.00	\$7,000.00	\$800.00	\$11,200.00	\$1,500.00	\$21,000.00	\$2,600.00	\$36,400.00
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	89,765	CY	\$5.78	\$518,841.70	\$7.00	\$628,355.00	\$10.00	\$897,650.00	\$6.65	\$596,937.25
6	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	2,279	TON	\$36.54	\$83,274.66	\$32.80	\$74,751.20	\$58.00	\$132,182.00	\$34.00	\$77,486.00
7	APRON, CONCRETE, 18 IN. DIA.	6	EA	\$2,647.50	\$15,885.00	\$3,750.00	\$22,500.00	\$5,500.00	\$33,000.00	\$2,700.00	\$16,200.00
8	CULVERT, CONCRETE ENTRANCE PIPE, 18 IN. DIA.	200	LF	\$48.00	\$9,600.00	\$100.00	\$20,000.00	\$145.00	\$29,000.00	\$380.00	\$76,000.00
9	MANHOLE ADJUSTMENT, MAJOR	1	EACH	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
10	SUBDRAIN OUTLET, DR-305	1	EACH	\$456.00	\$456.00	\$775.00	\$775.00	\$2,500.00	\$2,500.00	\$4,145.00	\$4,145.00
11	STORM SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC) 12 IN.	608	LF	\$37.04	\$22,520.32	\$78.00	\$47,424.00	\$90.00	\$54,720.00	\$105.00	\$63,840.00
12	ENGINEERING FABRIC	6,510	SY	\$1.06	\$6,900.60	\$3.70	\$24,087.00	\$7.00	\$45,570.00	\$2.35	\$15,298.50
13	REMOVAL OF RECREATIONAL TRAIL	27	SY	\$25.00	\$675.00	\$60.00	\$1,620.00	\$20.00	\$540.00	\$57.00	\$1,539.00
14	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	27	SY	\$80.00	\$2,160.00	\$140.00	\$3,780.00	\$95.00	\$2,565.00	\$265.00	\$7,155.00
15	PEDESTRIAN CHANNELIZER	90	LF	\$8.00	\$720.00	\$8.00	\$720.00	\$10.00	\$900.00	\$8.00	\$720.00
16	TRAFFIC CONTROL	1	LS		\$6,168.25		\$18,000.00		\$7,000.00		\$6,000.00
17	MOBILIZATION	1	LS		\$250,000.00		\$960,000.00		\$200,000.00		\$851,600.00
18	TRANSPORT AND STOCKPILE CLASS 10 EXCAVATION	315,101	CY	\$7.50	\$2,363,257.50	\$8.60	\$2,709,868.60	\$6.00	\$1,890,606.00	\$3.00	\$945,303.00
19	WATER CONTROL STRUCTURE	1	EA	\$3,221.37	\$3,221.37	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
20	DITCH LINER	60,044	SF	\$8.14	\$488,758.16	\$10.80	\$648,475.20	\$15.50	\$930,682.00	\$8.70	\$522,382.80
21	TEMPORARY TRAIL	27	SY	\$100.00	\$2,700.00	\$90.00	\$2,430.00	\$150.00	\$4,050.00	\$84.00	\$2,268.00
22	MULCHING	169.7	AC	\$600.00	\$101,820.00	\$450.00	\$76,365.00	\$500.00	\$84,850.00	\$459.00	\$77,892.30
23	NATIVE GRASS SEEDING (INSTALL ONLY)	123	AC	\$150.00	\$18,450.00	\$150.00	\$18,450.00	\$168.00	\$20,664.00	\$153.00	\$18,819.00
24	WETLAND GRASS SEEDING (INSTALL ONLY)	41.2	AC	\$150.00	\$6,180.00	\$150.00	\$6,180.00	\$168.00	\$6,921.60	\$153.00	\$6,303.60
25	SEEDING AND FERTILIZING (RURAL)	4.0	AC	\$150.00	\$600.00	\$1,000.00	\$4,000.00	\$1,150.00	\$4,600.00	\$1,020.00	\$4,080.00
26	SLOPE PROTECTION, WOOD EXCELSIOR MAT	100	SQ	\$35.00	\$3,500.00	\$15.00	\$1,500.00	\$17.00	\$1,700.00	\$15.00	\$1,500.00
27	STABILIZING CROP – SEEDING AND FERTILIZING	168.2	AC	\$100.00	\$16,820.00	\$225.00	\$37,845.00	\$250.00	\$42,050.00	\$229.00	\$38,517.80
28	SILT FENCE	11,400	LF	\$2.40	\$27,360.00	\$1.70	\$19,380.00	\$2.00	\$22,800.00	\$1.70	\$19,380.00
29	REMOVAL OF SOLT FENCE OR SILT FENCE FOR DITCH CHECKS	9,120	LF	\$1.00	\$9,120.00	\$0.05	\$456.00	\$0.10	\$912.00	\$0.05	\$456.00
30	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	1,140	LF	\$0.50	\$570.00	\$0.05	\$57.00	\$0.10	\$114.00	\$0.05	\$57.00
31	STABILIZED CONSTRUCTION ENTRANCE, EC-303	150	LF	\$71.00	\$10,650.00	\$90.00	\$13,500.00	\$65.00	\$9,750.00	\$75.00	\$11,250.00
32	PERIMETER & SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	12,820	LF	\$3.50	\$44,870.00	\$2.50	\$32,050.00	\$2.80	\$35,896.00	\$2.50	\$32,050.00
33	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	10,255	LF	\$1.00	\$10,255.00	\$0.25	\$2,563.75	\$0.35	\$3,589.25	\$0.25	\$2,563.75
34	MOBILIZATIONS, EROSION CONTROL	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$555.00	\$555.00	\$510.00	\$510.00
35	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1	EA	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$835.00	\$835.00	\$1,020.00	\$1,020.00
TOTAL BID ITEMS					\$7,175,181.06		\$7,951,514.35		\$8,279,867.85		\$8,621,854.20



Date

May 11, 2022

Item No.

ACTION

Roll Call No.

22-0511

Submitted by:

**Adam Fendrick
Park Planner**

AGENDA HEADING

Approving the agreement between Polk County Conservation and JEO Consulting Group for Engineer's Construction Administration services for the Trails End Mitigation Bank stream restoration and wetland basin grading in an amount not to exceed \$115,000.

INFORMATION:

Conservation has been working with JEO Consulting to develop the Trails End site into a Wetland Mitigation Bank per Section 404 of the Clean Water Act. Plans call for the enhancement, restoration, and development of emergent and forested wetland credits, upland buffer credits, and stream credits. When complete, the Bank will generate approximately \$15M worth of credits available to purchase.

JEO Consultants prepared the construction plans to develop the six wetland basins as part of the Bank. Once the mitigation bank instrument has been approved by the US Army Corps and work begins, JEO will be providing ongoing professional engineering and construction administration services for stream restoration and wetland basin grading. These services shall not exceed \$115,000. Additionally, Polk County Conservation staff may complete some of the services in-house reducing the cost for JEO services.

FISCAL IMPACT:

Amount:

\$115,000

Not to Exceed Agreement Amount

Funding Source:

Polk County Conservation Land & Water Legacy Bond (2022)

PREVIOUS BOARD ACTION(S):

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.

Date: February 13, 2019

Roll Call: 19-0209 **(4 Yea/1 Absent)**

Action: Waiving the Boards purchasing authority and authorizing Director or Deputy Director to sign agreements related to mitigation banking planning.

Date: October 10, 2018

Roll Call: 18-1010 **(4 Yea/1 Absent)**

Action: Approving Master Services Agreements with Impact 7G (HR Green); JEO Consulting Group, Snyder Engineering and WHKS for mitigation banking services and authorizing the Director or Deputy Director to sign said Agreements upon Legal review.

RECOMMENDATION:

Approving the agreement between Polk County Conservation and JEO Consulting Group for Engineer's Construction services for the Trails End Mitigation Bank stream restoration and wetland basin grading in an amount not to exceed \$115,000 and authorizing the Director or their designee to sign the professional services agreement.



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Stream Meandering & Wetland Basin Grading – Construction Services ("Project").

JEO Project Number: 181163.09

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not to exceed fee for the Project is: \$115,000
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer: JEO Consulting Group, Inc.

Daniel Sturm

By: Daniel Sturm, P.E.

Title: Project Manager

Date Signed: 5/2/2022

Address for giving notices:

JEO Consulting Group, Inc.

724 Simon Ave

Carroll, IA 51401

EXHIBIT A
Scope of Services
Stream Meandering and Wetland Basin Grading – Construction Services
JEO Project No. 181163.09

PROJECT UNDERSTANDING:

Polk County Conservation is planning to construct a stream restoration and mitigation bank in Polk County. This scope of services will include part time inspection for each of the two contracts.

SCOPE OF SERVICES:

1 CONSTRUCTION SERVICES:

1.1 GENERAL

- a. Construction Administration
 - i. Schedule and conduct a preconstruction conference
 - ii. Review and approve shop drawings and contractor submittals.
 - iii. Provide design clarifications and answer RFIs as necessary.
 - iv. Complete change order requests and resolve project disputes.
 - v. Negotiate and prepare change orders and provide recommendation to City.
 - vi. Process monthly pay applications.
 - vii. Perform project punch list and ensure items are completed
 - viii. Maintain detailed records and prepare record drawings
- b. Resident Project Representation (RPR)
 - i. Perform limited on-site field inspection.
 - ii. Verify all punch list items are completed.
 - iii. Assumed 3 hours per day for 22 weeks (6 days a week).
- c. Construction Staking, up to three (3) trips
 - i. Set horizontal and vertical control for GPS grading
 - ii. Provide grade stakes for stream bank modifications and structures.
 - iii. Perform a pre and post survey of the stockpile location.
 - iv. Perform full topo of each basin for quantity calculation.

2 FEE:

- 2.1 This fee includes JEO's billable time and overhead expenses, including telephone calls, copying, postage, travel, and meals, which are all included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

2.2	FEE PER PHASE OR TASK	FEE
a.	Hourly Not to Exceed Services:	
	i. Construction Administration	\$ 29,000
	ii. Construction Inspection	\$ 65,000
	iii. Construction Staking	<u>\$ 21,000</u>
	Total	\$115,000

Note: Fee is set up as hourly not to exceed. Polk County staff may complete some of the observation reducing the cost for construction services.

3 PAYMENT:

- 3.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

4 ESTIMATED FRAME:

- 4.1 Construction Services – As construction proceeds in 2022

5 OWNER RESPONSIBILITY:

- 5.1 The Owner must provide the following information to the Engineer/Consultant:
- a. Attend Preconstruction Meeting.
 - b. Attend Progress Meetings.
 - c. Secure all right-of-entry to relative properties.
 - d. Provide timely responses to Engineer as needed.

6 EXCLUSIONS:

- 6.1 Any permit fees associated with permit applications.
- 6.2 Geotechnical services and compaction testing
- 6.3 Public Meetings
- 6.4 Special meetings and meetings not outlined in the Scope of Services.
- 6.5 Construction inspection beyond the contract time (can be negotiated at later time).

7 GENERAL CONDITIONS

- 7.1 JEO's general conditions are attached as Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**Date**

May 11, 2022

Item No.
Roll Call No.
Submitted by:**ACTION**
22-0512
Kami Rankin
Deputy Director**AGENDA HEADING:**

Approving the proposal from The Concrete Company to perform remaining concrete work at the Lauridsen Skatepark resulting from special event needs observed since the opening of the park in the amount of \$150,020 with a 5% contingency.

INFORMATION:

Following last year's Dew Tour, it was observed that some additional improvements at the Lauridsen Skatepark would better serve groups that were wanting to use the facility for future special events. These improvements included the conversion of some mulched areas within the park to concrete surfacing, electrical enhancements, and future funding to expand parking.

Polk County Conservation asked the Polk County Board of Supervisors for \$500,000 to complete these improvements within our recent budget decision package. These dollars were awarded. Therefore, staff has begun working with Baker Electric and The Concrete Company on agreement extensions from their initial contracts with Polk County.

Electrical upgrades have been minor (pedestal access installation and disconnect installation for 30/60/90 amp service) and do not require Board approval. Concrete work will include the creation of a hard surface staging area on the north end of the park, accessible walkways spanning the trail to the promenade, and the fill-in of two existing planter boxes located within the interior of the park.

The Concrete Company will work from plans developed by Snyder & Associates (per Polk County's original paving contract), but will be paid by Polk County Conservation through decision package funding. Work will begin in May and conclude by early July in advance of the Dew Tour arriving mid-July.

FISCAL IMPACT:

Amount: \$150,020 (with a 5% contingency)

Funding Source: Polk County Board of Supervisors '22-'23 Decision Package Funding

PREVIOUS BOARD ACTION(S):

Date: N/A

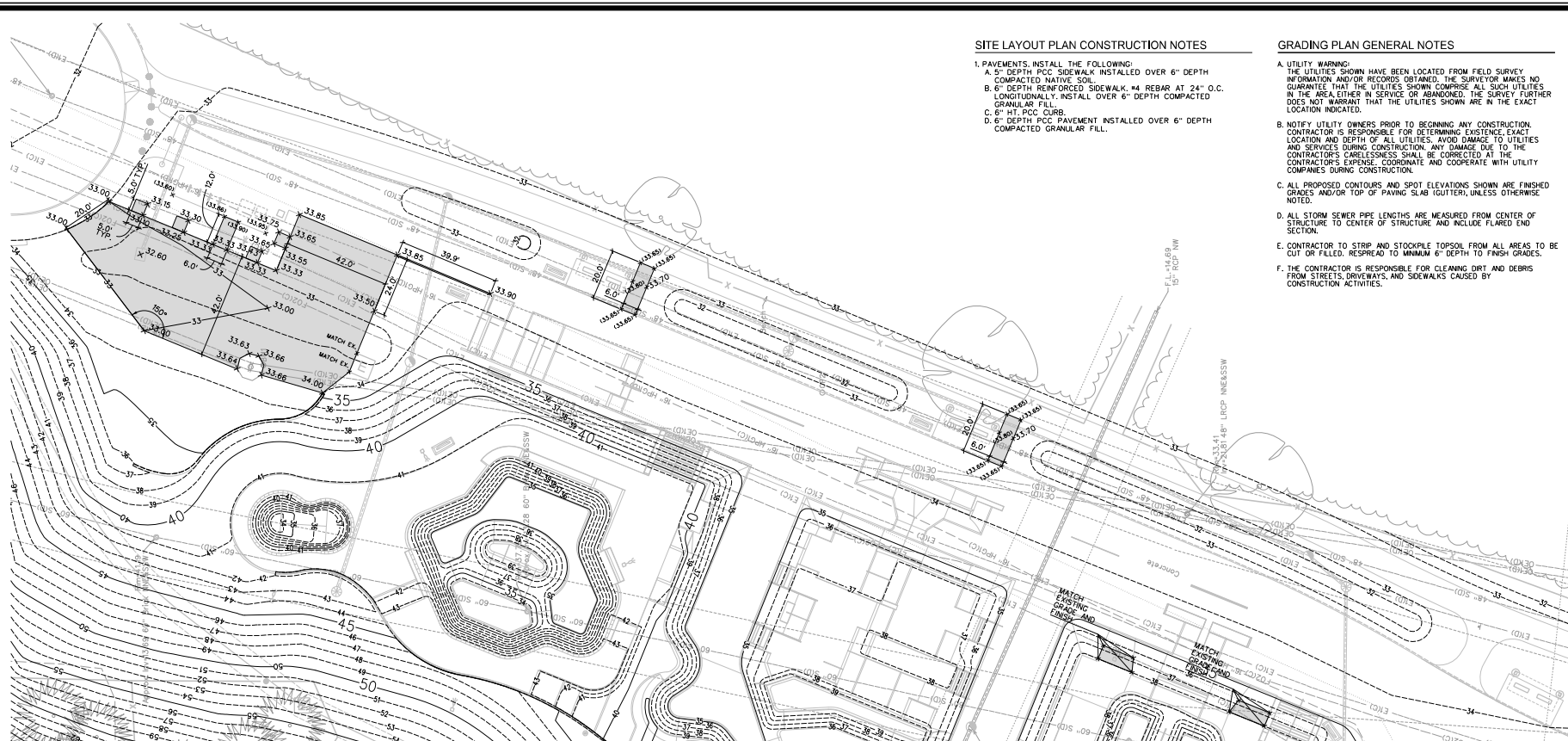
Roll Call:

Action:

RECOMMENDATION:

Approving the proposal from The Concrete Company to perform remaining concrete work at the Lauridsen Skatepark resulting from special event needs observed since the opening of the park in the amount of \$150,020 with a 5% contingency and authorizing the Director or their designee to sign the contract.

1. LAURIDSEN SKATEPARK, 1400 S. WYOMING AVE., ANKENY, IA 50023
2. SNYDER & ASSOCIATES, INC., 2727 S.W. SNYDER BLVD., ANKENY, IA 50023
3. 515-564-2020 | www.snyder-associates.com

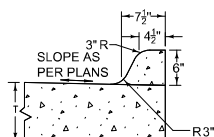


SITE LAYOUT PLAN CONSTRUCTION NOTES

- PAVEMENTS, INSTALL THE FOLLOWING:
 - 5" DEPTH PCC SIDEWALK INSTALLED OVER 6" DEPTH COMPACTED NATIVE SOIL
 - 6" DEPTH REINFORCED SIDEWALK, #4 REBAR AT 24" O.C. LONGITUDINALLY. INSTALL OVER 6" DEPTH COMPACTED GRANULAR FILL
 - 6" HT. PCC CURB
 - 6" DEPTH PCC PAVEMENT INSTALLED OVER 6" DEPTH COMPACTED GRANULAR FILL

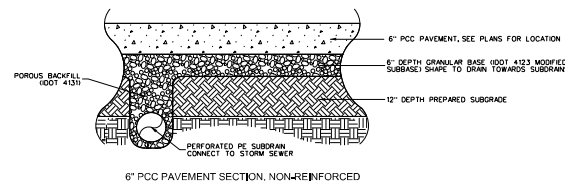
GRADING PLAN GENERAL NOTES

- UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES, AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- ALL STORM SEWER PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND INCLUDE FLARED END SECTION.
- CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES.

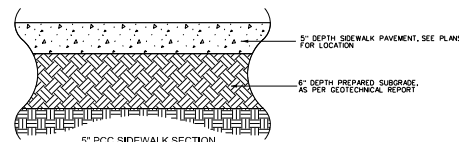


T = SEE PLAN FOR PAVEMENT THICKNESS

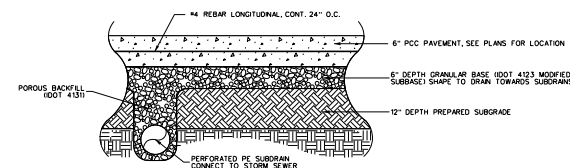
6" CURB



6" PCC PAVEMENT SECTION, NON-REINFORCED



5" PCC SIDEWALK SECTION



6" PCC PAVEMENT, REINFORCED

1 CURB DETAIL
1 NO SCALE

2 TYPICAL PAVEMENT CROSS SECTIONS DETAILS
1 NO SCALE

LAURIDSEN SKATEPARK
LAYOUT AND GRADING PLAN



Project No: 118.1013

Sheet 1 of 1

DES MOINES, IA

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023

515-564-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

Project No: 118.1013
Sheet 1 of 1



P.O. Box 556
Grimes, Iowa 50111
Phone: 515-986-1300
Fax: 515-986-1370
Email: wepave4u@theconcreteco.org

April 29, 2022

Proposal

To:	Estimating Department
Project:	Skate Park
RE:	Concrete

We, The Concrete Company, propose to provide labor, machinery and material to complete the following scope of work for the above referenced project.

Work Scope: All quantities will be field verified for payment.

First Priority

Pavement for pad by the promenade, sidewalk connections, and plant areas approximately 6200 square feet includes digging dirt, rocking, setting forms, pouring concrete, stripping forms, and backfilling.

Price	\$139,500.00
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Install new curb down by the promenade approximately 40 feet.

Price	\$4,875.00
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To haul in the rock and pay for the rock added to price.

Price	\$5,825.00
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Special Provisions:

- Price does not include seed or sod, survey/layout, engineering, permits, testing lab service, granular fill, curb fill, sealing, provisions for winter work, responsibility for "pop outs" due to aggregates, grading, sprinkler system replacement if applicable and adjustment of existing fixtures. All quantities will be field verified at the end of the project.

Proposal Acceptance:

- This proposal may be withdrawn if not accepted within 30 days
- Monthly payments to be made within 30 days of date of invoice
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

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 of Acceptance: _____

Signature _____

Signature _____

Owner	The Concrete Company
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	Date	May 11, 2022
	Item No. Roll Call No. Submitted by:	ACTION 22-0513 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving staff to apply for an Iowa Department of Natural Resources Wildlife Habitat Stamp Grant for the Bailey Property acquisition and restoration at Chichaqua Bottoms Greenbelt.

INFORMATION:

Polk County Conservation (PCC) personnel would like to apply for the Iowa DNR Wildlife Habitat Stamp (WHS) Grant to help fund the acquisition and restoration of the Bailey Property at Chichaqua Bottoms Greenbelt (CBG). This is a 48.5 acre parcel in the southeastern corner of CBG that was in row crop production until its purchase by the Iowa Natural Heritage Foundation (INHF) last fall. Aerial photography indicates several wetland "signatures" on this parcel (presence prior to settlement), which demonstrates great potential for creating wetland habitat and increasing water storage capacity on the landscape.

The restoration plan for the Bailey Property will be to convert it back to a wetland-prairie complex. This will provide valuable habitat for wildlife, as well as important resources for pollinators. It has the potential to have great benefits to water quality for CBG by reducing sediment and chemical runoff into nearby oxbows and drainage ditches, and increasing groundwater recharge.

As part of the grant process, a "resolution...must be passed by the applicant agency at a legal meeting and must be recorded in its minutes." This resolution has been drafted per grant specifications and has been included in the Board packet.

FISCAL IMPACT:

<u>Amount:</u>	Acquisition	\$461,500
	Restoration	\$123,000

<u>Funding Source:</u>	<u>Acquisition</u>	
	WHS Grant (PCC ask)	\$260,000
	2022 Bond (NR)	\$201,500
	<u>Restoration</u>	
	WHS Grant (PCC ask)	\$80,000
	2022 Bond (NR)	\$43,000

PREVIOUS BOARD ACTION(S):

Date: September 8, 2021

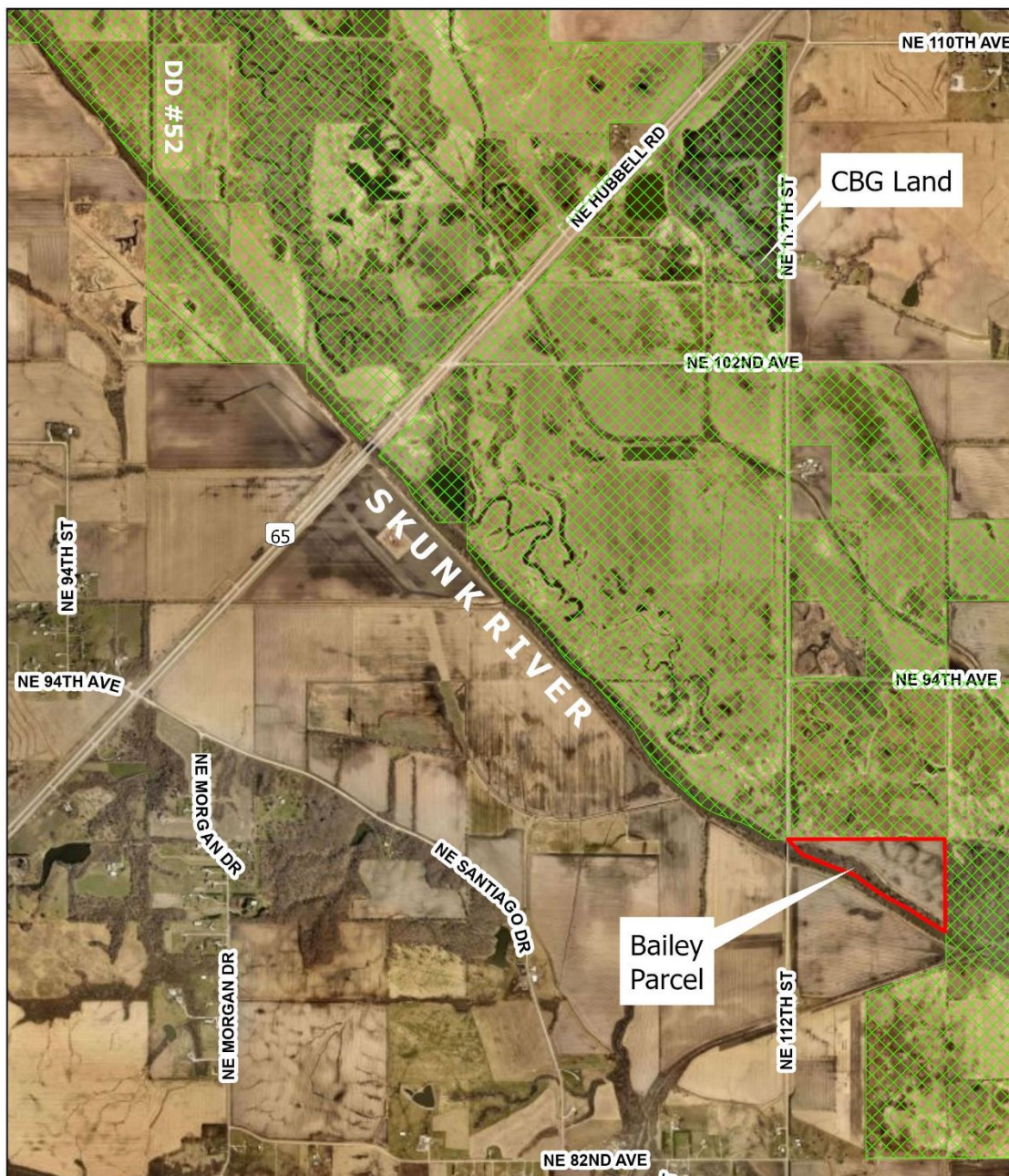
Roll Call: #21-0908 (Yea-3, Absent-2)

Action: Discussed in closed session.

RECOMMENDATION:

Approving staff to apply for an Iowa DNR Wildlife Habitat Stamp Grant for the Bailey Property acquisition and restoration at Chichaqua Bottoms Greenbelt and direct the Board Chair, Director, and Polk County Attorney's office to sign the resolution in support of this project and the application for financial assistance.

Bailey Parcel Location



RESOLUTION

Moved by _____ Seconded by _____ that the following resolution be adopted;

WHEREAS, The Polk County Conservation Board is interested in acquiring and restoring wildlife habitat by means of the Bailey Property as an adjacency to Chichaqua Bottoms Greenbelt.

WHEREAS, Wildlife Habitat Stamp funds are an eligible funding source for this acquisition and restoration.

NOW THEREFORE BE IT RESOLVED that the Polk County Conservation Board does hereby make application for assistance of Wildlife Habitat Stamp Grant funding,

AND FURTHER AGREES to abide by all covenants of Section 110.3, Code of Iowa 1981, and Chapter 23 (290), Iowa Administrative Code,

AND FURTHER CERTIFIES this resolution was officially adopted by the Polk County Conservation Board at a legal meeting held on the 11th day of May in the year 2022.

Approved this _____ day of _____, 2022.

POLK COUNTY CONSERVATION BOARD

Ryan Crane, Chair

RECOMMENDED FOR APPROVAL:

Richard Leopold, Director
Polk County Conservation Board

APPROVED AS TO FORM:

JOHN P. SARCONI
POLK COUNTY ATTORNEY

By: _____
Assistant Polk County Attorney

	Date	May 11, 2022
	Item No. Roll Call No. Submitted by:	CLOSED SESSION 22-0514

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.